



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

FEBRUARY 10, 2025

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich

Vice Mayor Christopher Collins

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Sean Reed

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - NATIONAL ANTHEM BY MR. DARYL MAGILL

PROCLAMATIONS

2. ENGINEERS WEEK - FEBRUARY 16 - 22, 2025
3. BLACK HISTORY MONTH - FEBRUARY 2025

PRESENTATIONS

4. SERVICE AWARDS - FEBRUARY 2025
5. DR. RISHI P. SINGH, VICE PRESIDENT & CHIEF MEDICAL OFFICER - CLEVELAND CLINIC UPDATE
6. RECOGNITION OF MR. WILLIAM MATHERS FOR ADVISORY BOARD MEMBER SERVICE
7. BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY ANNUAL REPORT AND FUTURE VISION
8. LEADERGOV LEADERSHIP DEVELOPMENT PROGRAM, PRESENTED BY HUMAN RESOURCES

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

9. APPROVAL OF 01/27/2025 CCM MINUTES (RC)
10. CONTRIBUTION OF AID TO MARTIN COUNTY BUSINESS DEVELOPMENT BOARD FOR FY2025 (RC):

RESOLUTION No. 16-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CONTRIBUTION OF AID TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY INC. FOR THE 2025 FISCAL YEAR IN THE AMOUNT OF UP TO TWENTY-FIVE THOUSAND DOLLARS FOR PROGRAMS AND INITIATIVES SERVICING BUSINESSES AND RESIDENTS OF THE CITY OF STUART, SUBJECT TO THE PROVISIONS OF THE CONTRIBUTION OF AID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. FIND WATERWAY ASSISTANCE PROGRAM GRANT FOR COURTESY DOCK AND WAVE ATTENUATOR (RC):

RESOLUTION No. 17-2025; A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

- 12.** MOU WITH BROWARD SHERIFF'S OFFICE/SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN OPERATION TASK FORCE (RC):

RESOLUTION No. 19-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE BROWARD COUNTY SHERIFF'S OFFICE/SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC) OPERATIONAL TASK FORCE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- 13.** INTERAGENCY AGREEMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE, SERVICES, AND SUPPORT WITH MARTIN COUNTY SHERIFF'S OFFICE (RC):

RESOLUTION No. 20-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERAGENCY AGREEMENT BETWEEN THE MARTIN COUNTY SHERIFF'S OFFICE AND THE STUART POLICE DEPARTMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE, SERVICES, AND SUPPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- 14.** MUTUAL AID AGREEMENT WITH MARTIN COUNTY SHERIFF'S OFFICE FOR VOLUNTARY COOPERATION IN CRIME SUPPRESSION (RC):

RESOLUTION No. 21-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION IN CRIME SUPPRESSION BETWEEN THE STUART POLICE DEPARTMENT AND MARTIN COUNTY SHERIFF'S OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- 15.** INTERLOCAL AGREEMENT WITH MARTIN COUNTY SHERIFF'S OFFICE FOR TYLER TECHNOLOGIES (RC):

RESOLUTION No. 24-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR THE SHARED IMPLEMENTATION AND USE OF TYLER TECHNOLOGIES IN ORDER TO FUND AND OPERATE A SHARED COUNTYWIDE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER MATTERS.

- 16.** INTERLOCAL AGREEMENT WITH MARTIN COUNTY RELATED TO DIRECT RADIO COMMUNICATIONS (RC):

RESOLUTION No. 25-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES RELATED TO DIRECT RADIO COMMUNICATION BETWEEN 9-1-1 PUBLIC SAFETY ANSWERING

POINTS AND FIRST RESPONDERS, PURSUANT TO SECTION 365.179, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

17. BUDGET AMENDMENT NO. 8 TRAFFIC LIGHT FOR FIRE STATION NO. 3 (RC):

RESOLUTION No. 29-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 8 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR FIRE STATION 3 TRAFFIC SIGNAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

18. AUTHORIZATION TO SCHEDULE INITIAL CONFLICT ASSESSMENT MEETING (RC):

RESOLUTION No. 30-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING CITY STAFF TO SCHEDULE THE INITIAL CONFLICT ASSESSMENT MEETING WITH MARTIN COUNTY PURSUANT TO THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT, FLORIDA STATUTES §§ 164.101-164.1065; AUTHORIZING THE CITY MANAGER, CITY ATTORNEY AND OTHER DESIGNATED REPRESENTATIVE TO ATTEND THE INITIAL CONFLICT ASSESSMENT MEETING; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

19. POLK STREET HOTELS, INC. (AKA FAIRFIELD INN HOTEL) AMENDMENT TO THE OFFICIAL ZONING ATLAS (REZONE) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2537-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

20. REPEAL OF ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION (RC):

ORDINANCE No. 2538-2025; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, REPEALING ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION, OF CHAPTER 20 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE FIRST READING

21. ZONING IN PROGRESS LAND DEVELOPMENT CODE TEXT AMENDMENTS IMPLEMENTATION (LEGISLATIVE) (RC):

ORDINANCE No. 2539-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND

DEVELOPMENT CODE CHAPTER II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, CHAPTER III SPECIAL ZONING CODES, CHAPTER V RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS, AND CHAPTER VI ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS WHICH WERE DETERMINED DURING THE "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 2/10/2025

Prepared by: Mary Kindel

Title of Item:

ARTS MOMENT - NATIONAL ANTHEM BY MR. DARYL MAGILL

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 2/10/2025

Prepared by: Susej Meleqi

Title of Item:

ENGINEERS WEEK - FEBRUARY 16 - 22, 2025

Summary Explanation/Background Information on Agenda Request:

Engineers Week is one of the largest STEM events of the year in the United States. It is the time to celebrate the amazing accomplishments of engineers, technicians, and technologists and to introduce K-12 students to engineering and technology. The 2025 Engineers Week theme, "Design Your Future," is both a call to action and a celebration of the limitless possibilities in engineering. It invites us to dream boldly, innovate relentlessly, and create a future shaped by our collective ingenuity. As we mark 25 years into the 21st century, engineers remain at the forefront of addressing rapid technological advancements, societal shifts, and global challenges. Their critical work is reshaping how we live, work, and connect, with breakthroughs.

Funding Source:

N/A

Recommended Action:

Present Proclamation.

ATTACHMENTS:

1. Engineers Week - February

PROCLAMATION
ENGINEERS WEEK
FEBRUARY 16 – 22, 2025

WHEREAS, Engineers design, construct, and maintain the infrastructure and facilities that contribute to a high quality of life for all residents of the Municipality. The Municipality growth depends on engineers executing innovative, creative, and high-quality solutions to technical problems; and

WHEREAS, The purpose of the Florida Engineering Society is to advance the public welfare, promote the professional, social, and economic interests of the engineering professions, and stimulate and develop professional concepts among all engineers through education and excellence in practice; and

WHEREAS, Members of the Florida Engineering Society and the American Council of Engineering Companies of Florida are making strides to interact with the engineering education sector to prepare future engineers to maintain our economic leadership and quality of life; and it is important that we recognize and honor the continuing contributions of America's engineers.

NOW, THEREFORE, in recognition of Engineers Week, in the City of Stuart, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim February 16 – 22, 2025 as:

ENGINEERS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of February, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 2/10/2025

Prepared by: Susej Meleqi

Title of Item:

BLACK HISTORY MONTH - FEBRUARY 2025

Summary Explanation/Background Information on Agenda Request:

Black History Month is a time to celebrate the achievements and contributions of African Americans to the United States, highlighting their struggles for equality, leadership in various fields, and the importance of understanding Black history as an integral part of American history, while calling on citizens to reflect on the ongoing fight against racial injustice and commit to building a more equitable society.

Funding Source:

N/A

Recommended Action:

Present Proclamation.

ATTACHMENTS:

1. Black History Month - February

PROCLAMATION
BLACK HISTORY MONTH
FEBRUARY 2024

WHEREAS, in 1926, historian Dr. Carter G. Woodson, established what would become Black History Month to bring special acknowledgement and awareness of African American accomplishments, contributions, and history in the shaping of America; and

WHEREAS, the African American community has endured decades of struggle to be recognized as equal among our fellow citizens and has persevered through hate and bigotry to stand up for their rights and the basic rights we are all entitled to: life, liberty and the pursuit of happiness; and

WHEREAS, the theme for 2024 focuses on African Americans and the Arts. This theme is infused with African, Caribbean, and Black American lived experiences. In the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression, the African American influence has been paramount. African American artists have used art to preserve history and community memory as well as for empowerment. In 2024, we examine the varied history and life of African American arts and artisans; and

WHEREAS, the City of Stuart is proud to honor the history, contributions, and achievements of African Americans in our community, throughout our State, and our Nation.

NOW, THEREFORE, in recognition of African Americans, past and present, in the City of Stuart, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim February 2025 as:

BLACK HISTORY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of February, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 2/10/2025

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - FEBRUARY 2025

Summary Explanation/Background Information on Agenda Request:

Louis Boglioli	Finance Department	30 years
Lamont Dubois	Fire Rescue	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 2/10/2025

Prepared by: Mary Kindel

Title of Item:

DR. RISHI P. SINGH, VICE PRESIDENT & CHIEF MEDICAL OFFICER - CLEVELAND CLINIC UPDATE

Summary Explanation/Background Information on Agenda Request:

As requested by the Commission at the January 13, 2025 Commission Meeting, the City invited Cleveland Clinic's Chief Medical Officer, Dr. Rishi P. Singh to present a Cleveland Clinic Update.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 2/10/2025

Prepared by: Mary Kindel

Title of Item:

RECOGNITION OF MR. WILLIAM MATHERS FOR ADVISORY BOARD MEMBER SERVICE

Summary Explanation/Background Information on Agenda Request:

The City recognizes the dedicated service and commitment of Advisory Board member, Mr. William (Bill) Mathers. Beginning his appointment to the Planning & Zoning Board over 40 years ago, Bill has continuously served on the Local Planning Agency, bringing his engineering expertise of land use, zoning regulations, and community development to the City. Over the years, Bill participated in many rezones, annexations, major site plan approvals, and plan developments for both residential and commercial properties within the City's jurisdiction.

The City of Stuart extends sincere thanks to Bill for his many years of service and wishes him all the best!

Funding Source:

N/A

Recommended Action:

Mayor to present plaque to Mr. Mathers and all Commissioners join in for a group photo.

ATTACHMENTS:

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

Meeting Date: 2/10/2025

Prepared by: Jim Chrulski

Title of Item:

BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY ANNUAL REPORT AND FUTURE VISION

Summary Explanation/Background Information on Agenda Request:

The Business Development Board of Martin County (BDBMC) prioritizes local business growth, investments in new business and job acquisitions, and the promotion of economic development countywide. Martin County has a local mission to strengthen Martin County's economy and thereby the businesses and economy of the City of Stuart. In its annual "Contribution of Aid" agreement with the BDBMC, the City offers an initial contribution of aid in the amount of \$10,000 with up to an additional \$15,000 appropriated for special projects that will directly benefit the city businesses and residents. The \$25,000 aid authorization in this resolution is designated for FY2025 funds that have already been budgeted by the City Commission in prior commission actions. This presentation will cover the BDBMC's 2024 accomplishments and future vision for 2025.

Funding Source:

N/A

Recommended Action:

Enjoy the presentation and if you have any questions, feel free to ask the new Executive Director, William Corbin.

ATTACHMENTS:

1. BDBMC City of Stuart Commission Power Point_2.10.25

BUSINESS DEVELOPMENT BOARD

MARTIN COUNTY | FLORIDA

City of Stuart – Feb. 10, 2025

A stronger economy is everyone's business.

William Corbin

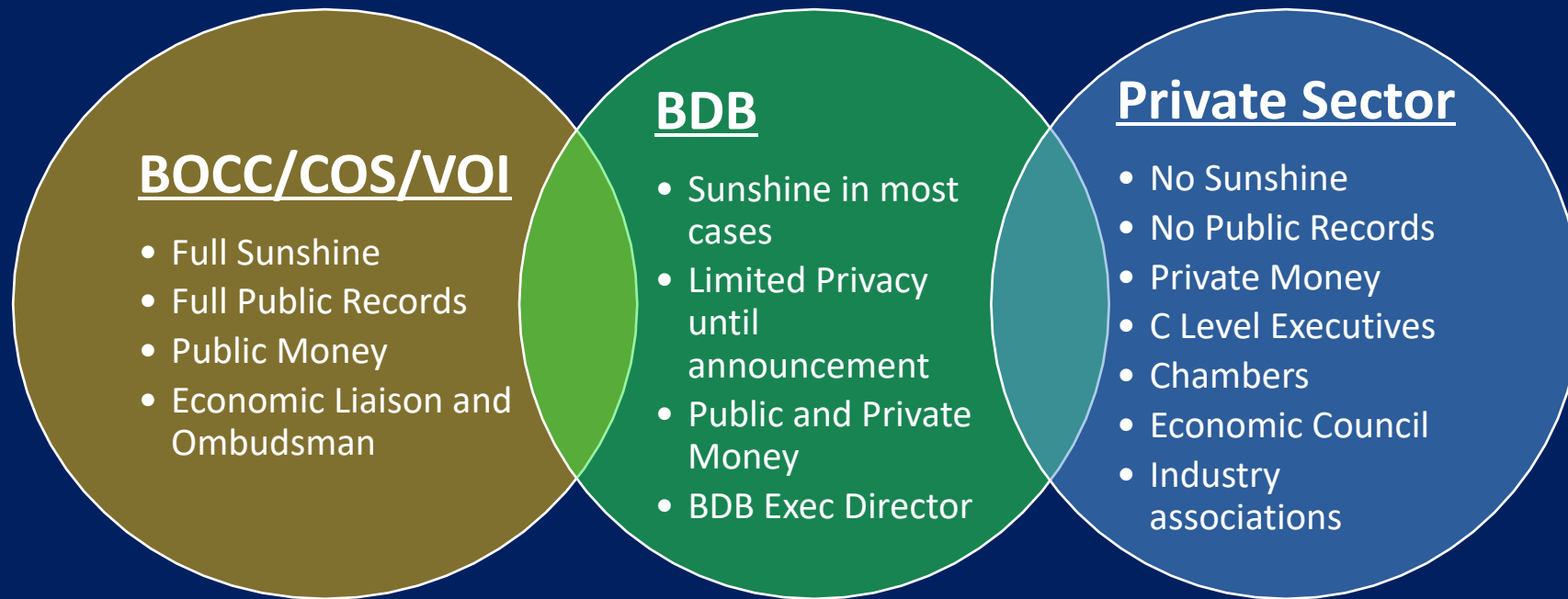


- Certified economic developer
- Helped stimulate hundreds of millions of dollars of diversified commercial development/investment in various municipalities
- Committed to:
 - Supporting retention/expansion of existing local businesses
 - Prioritizing high-wage job creation
 - Strengthening local business climate

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Unique Role

BDB acts as connection between public and private sectors



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Key Responsibilities

- Promote Martin County as an ideal place to do business
- Act as primary liaison between County/City/Village and Florida Department of Commerce
 - Single point of contact for prospect-client services
- Assist existing companies with expansion and retention, especially Contributory businesses
- Assist County/City/Village with coordinating incentive programs to attract new companies
- Provide admin services to Martin County Industrial Development Authority (IDA)

A stronger economy is everyone's business.

Contributory Businesses

Business that strengthens the local economy by providing locally produced goods and services to customers outside the county, e.g., *Industries that import money.*

Examples:

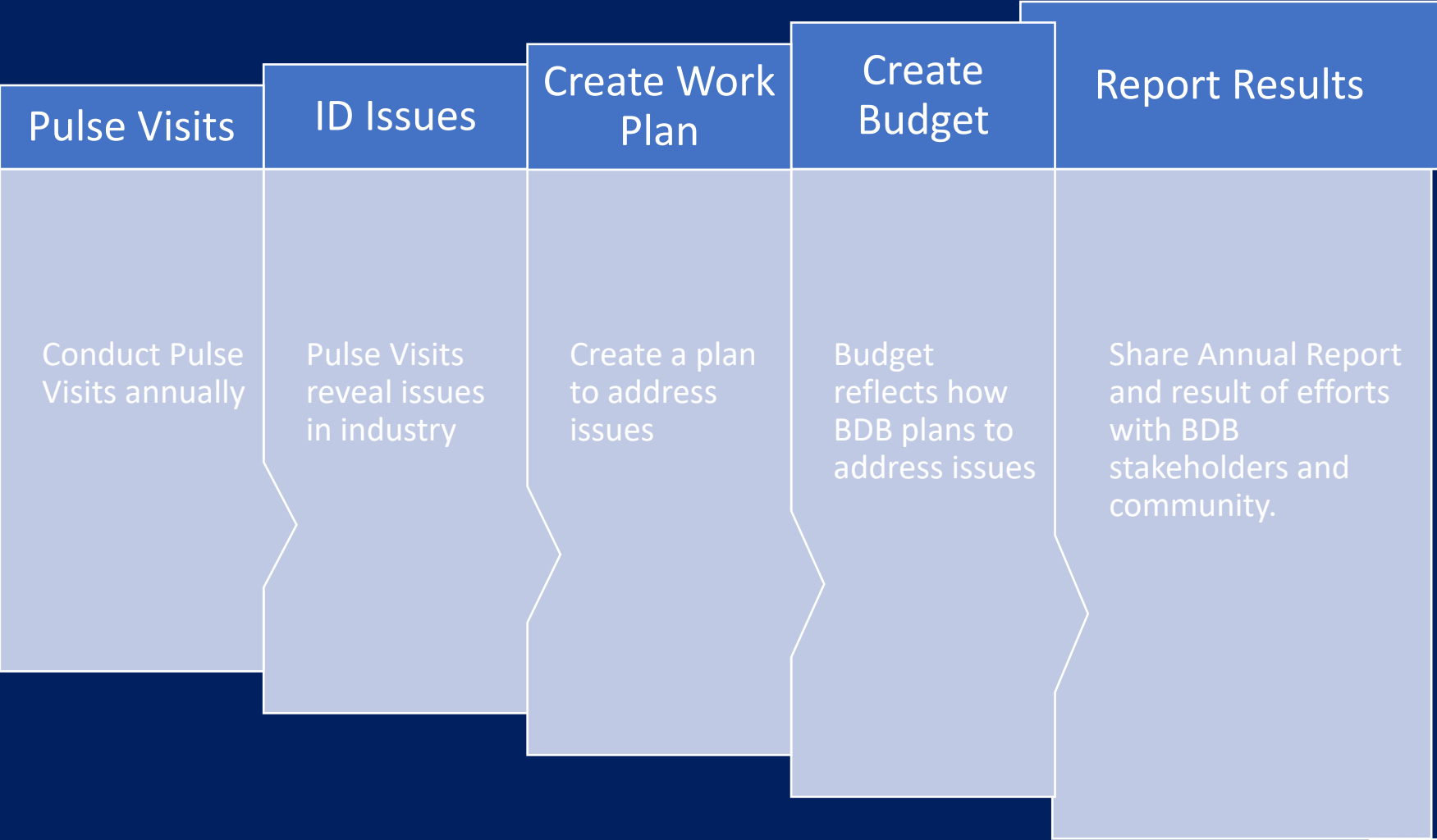
- Boat manufacturing: Boats made here then sent all over the world
- Airport (customers from outside county bring in outside money)
- Almost any manufacturer

Not included:

- Retail, restaurants, government, most home services
- Any Industry reliant on money already circulating in the economy

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Business Retention & Expansion (BRE)



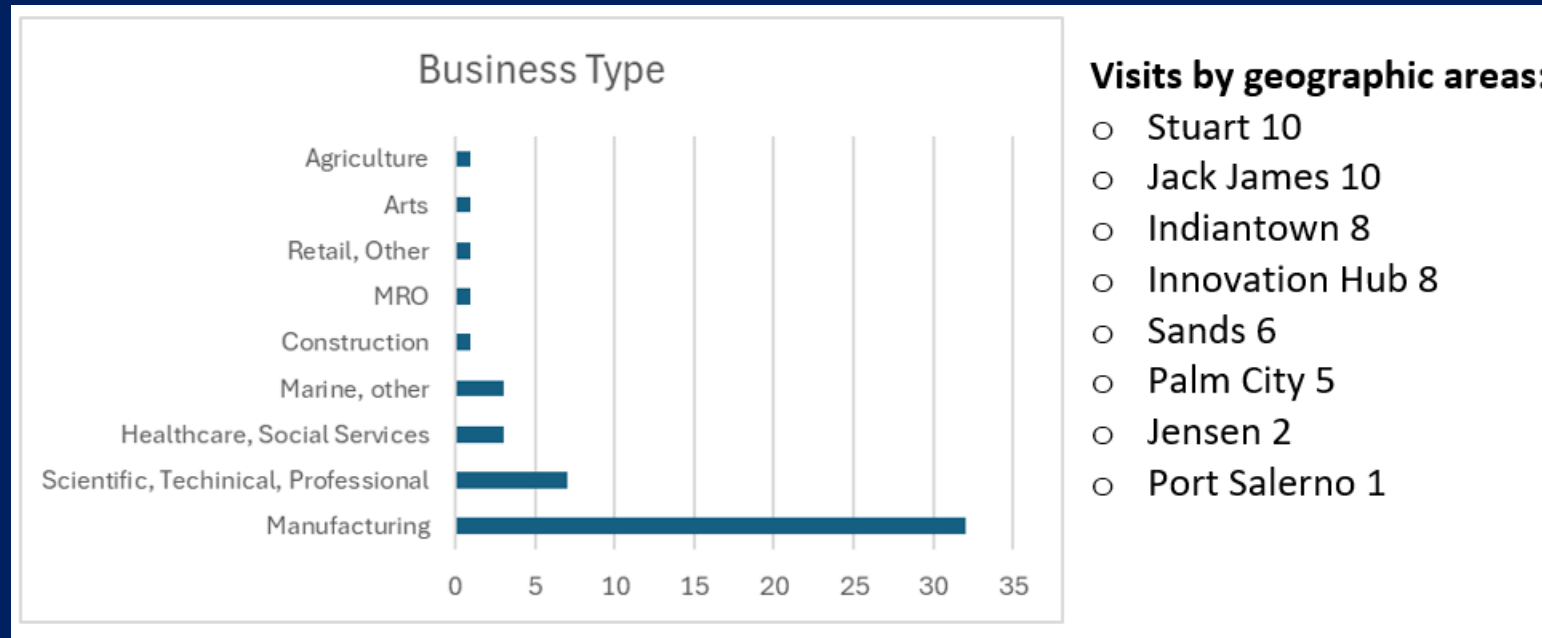
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Pulse Program Highlights (FY 2024)

NUMBER	ACTION
50	Visits Completed
2.7	Hours (average visit length)
199	Follow-up/Business Assistance tasks resulting from visits
130	Follow-up items completed (remaining items still in progress)
5	Visits elevated to official BRE projects

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Pulse Program Highlights (FY 2024)

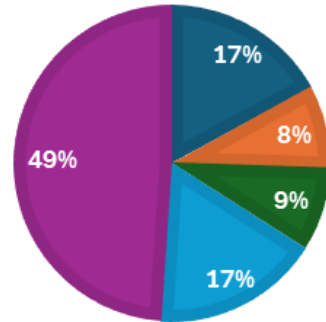


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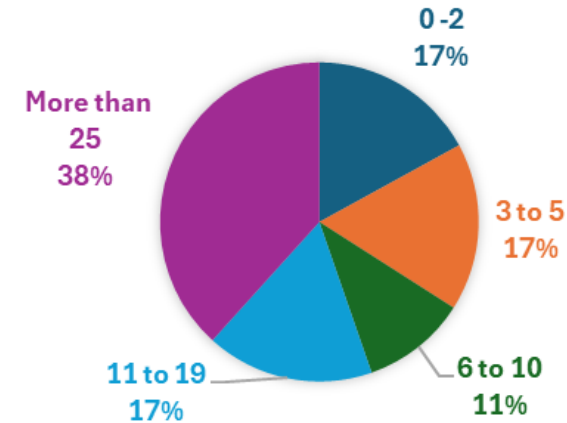
Pulse Program Highlights (FY 2024)

YEARS IN BUSINESS

0 to 2 3 to 5 6 to 10 11 to 19 More than 25



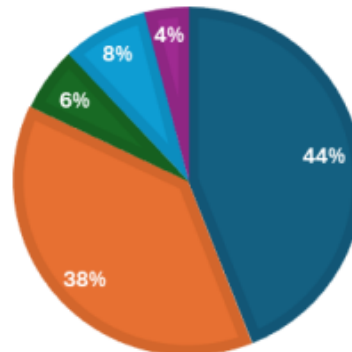
YEARS IN MARTIN COUNTY



- 22% reported hiring for open positions

EMPLOYEES

Under 10 10 to 50 51 to 100 More than 100 Not reported



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Pulse Program Highlights (FY 2024)

BUSINESS AT A GLANCE:

Business opportunities

1. Growing their business
2. Expansion
3. Manufacturing

→ *Same as 2023*

Business challenges

1. Workforce pipeline & training
2. Business skills & services
3. Bureaucracy
4. Local supply chain

→ *Business skills & services moved up to the second position*

→ *Bureaucracy down to the third position*

Area Advantages

1. Small town feel & the people
2. Logistics tied w/beautiful environment
3. Safe place to live

→ *Logistics moved from the fifth spot up to the second position, tied with the beautiful environment*

Where is the BDB Headed?

- **Vision**: To foster a strong Martin County economy characterized by a diversity of businesses, with a growing and sustainable tax base
- **Mission**: To lead economic development by supporting local contributory businesses, attracting investment and fostering job creation
- Board Development & Engagement (workshops, participation, teamwork, ownership...)

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Business Attraction



Filling vacant space through marketing and attraction efforts, drawing industries that:

- Invest in adding to non-residential ad valorem tax base
- Provide jobs at or above average wage

Legacy industries of Focus

- Aviation
- Marine
- Advanced Manufacturing

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Business Attraction (Example)

Power Systems Manufacturing

- Wholly owned US subsidiary of Hanwha Group in South Korea
- Leading gas turbine services provider
- 25 years in business
- Originally founded in Martin County
- Workforce of 450
- Relocating to 185,000 SF facility at South Florida Gateway
- More than 100 high-wage jobs (avg sal = \$74,000)



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Business Attraction (Example)



IM Group

- Italian manufacturer of paints/inks/coatings
- Recognized in Europe as global leader
- Jensen Beach = North American HQ
- Grew & tripled space within 1 yr (2,500 SF → 7,500 SF)

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Business Attraction (Example)



Grind Hard Ammo

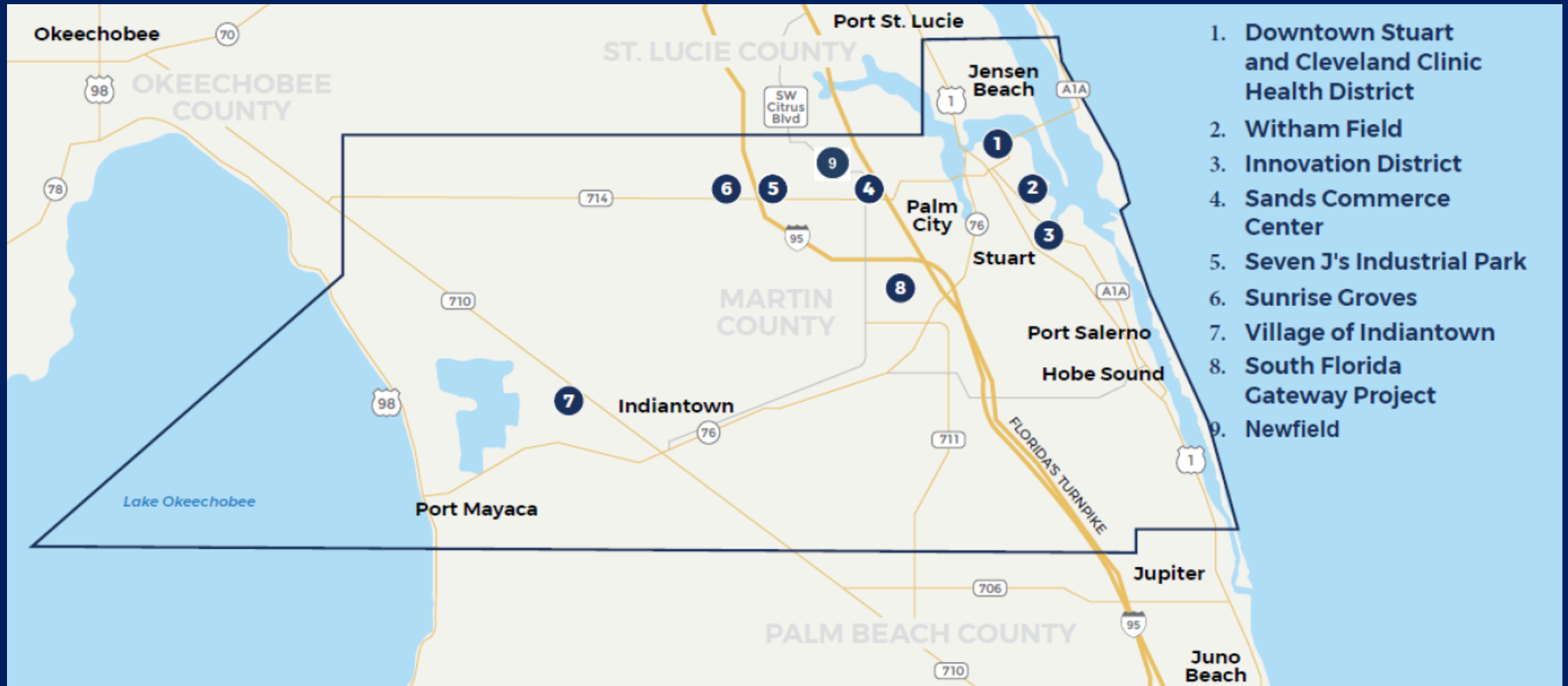
- Rehabbed 25,000 SF building in Stuart (old YMCA skate rink)
- 2nd facility in Indiantown to manufacture primers (100,000 SF new construction)
- 80 new jobs
- \$90 million in total capital investment

Opportunities

- Industrial Inventory
 - Under construction (e.g. South Florida Gateway, Martin Commerce Park)
 - Millions of square feet in the pipeline (e.g. Palm City Industrial Park North/Poma, Sunrise Grove Commerce Center, Indiantown properties)
- Martin County Economic Tool Kit
 - Goal = help companies in our targeted industries fill existing and approved industrial space
- Potential Access to Capital Loan Fund

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Strategic Economic Areas



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Innovation Hub

Area identified for its existing economic activity/potential, encompassing City of Stuart, Martin County, Port Salerno CRA and Golden Gate CRA

- 2,150+ acres
- Businesses: 930
- Jobs: 8,675
- Industrial/Manufacturing Space: 3.2 million SF

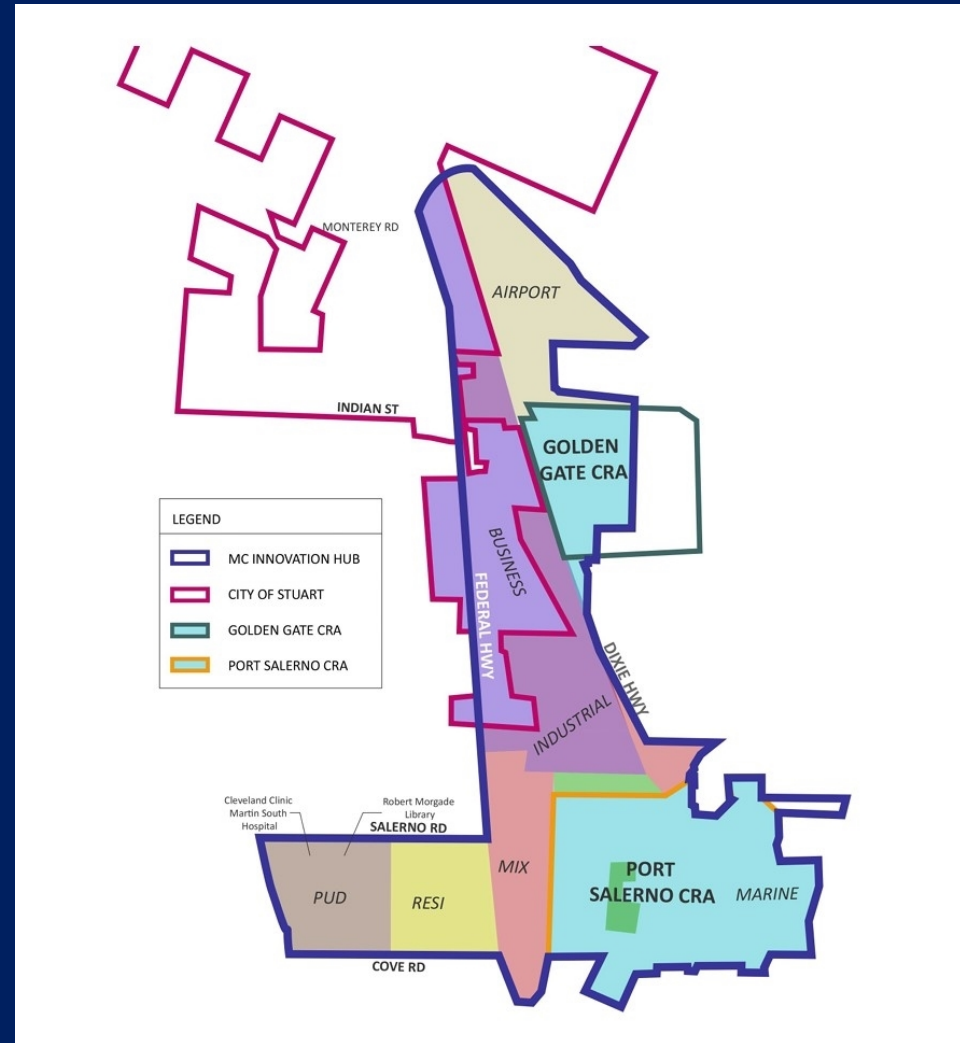
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Innovation Hub

- Overarching economic goals:
 - Enhance infrastructure and aesthetics
 - Attract targeted innovative investment and technologies
 - Showcase innovation and entrepreneurship already taking place
- Key city roles
 - Establish gateways, provide banners and street furnishings, require public art
 - Coordinate with Martin County, DEP, SFWMD, FDOT on stormwater master plan, water and sewer, transportation

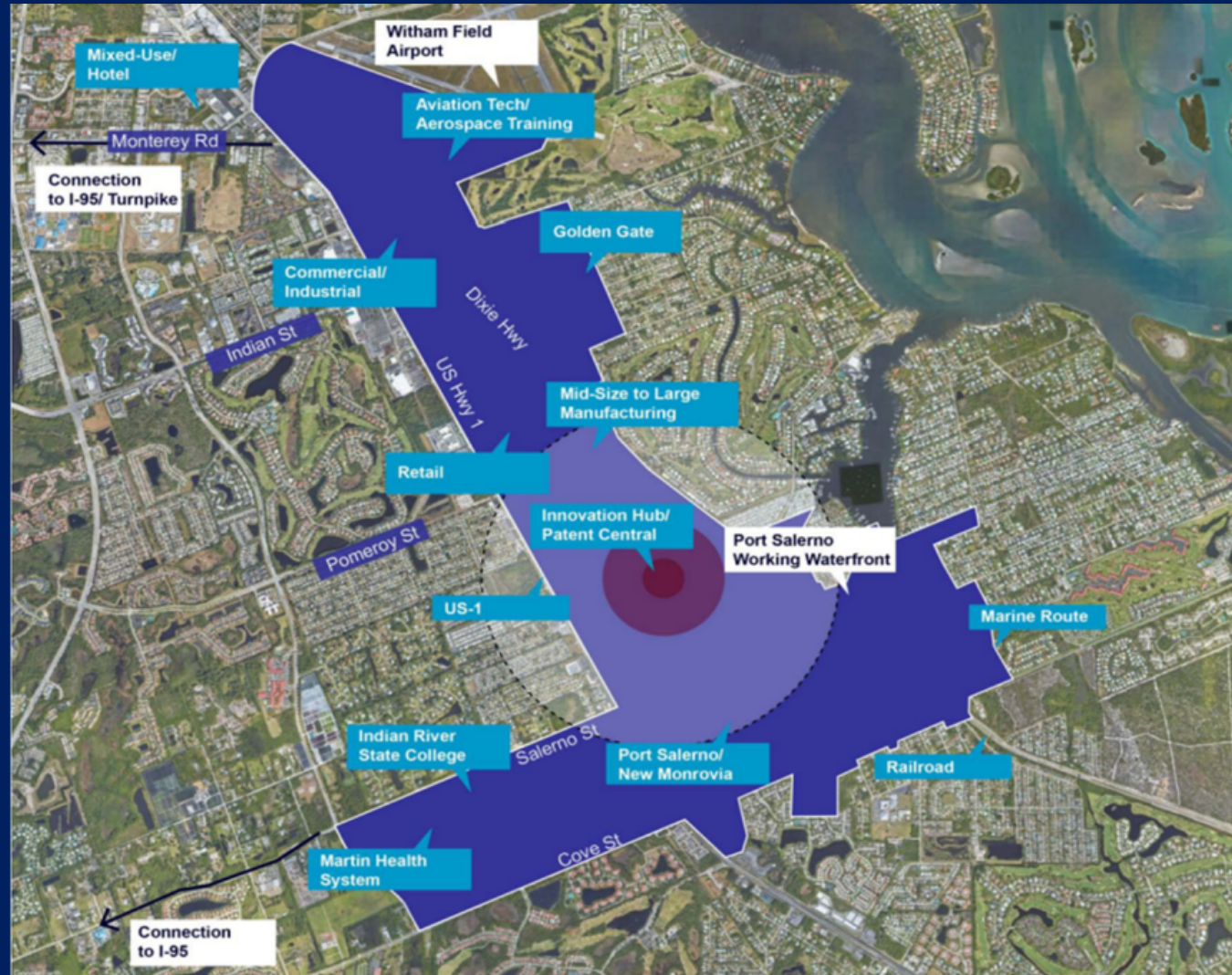
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Stuart Opportunities



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Innovation Hub - Economic Areas



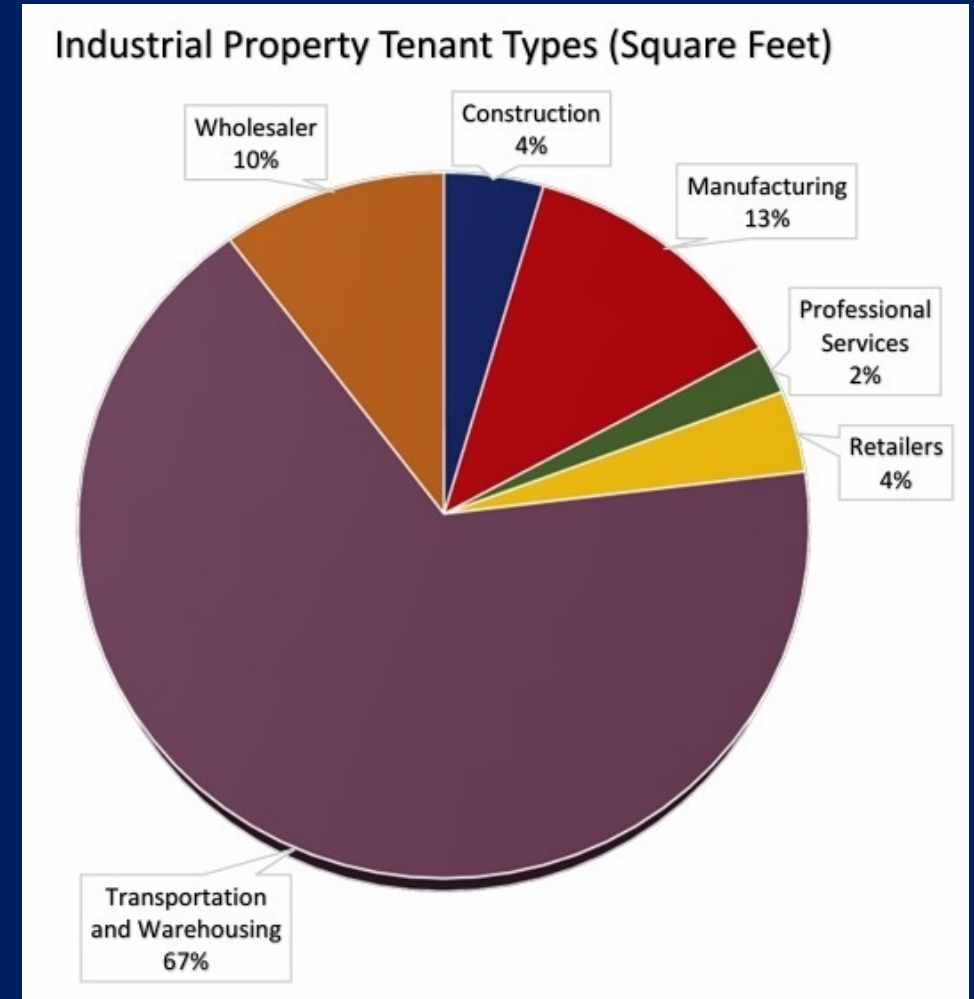
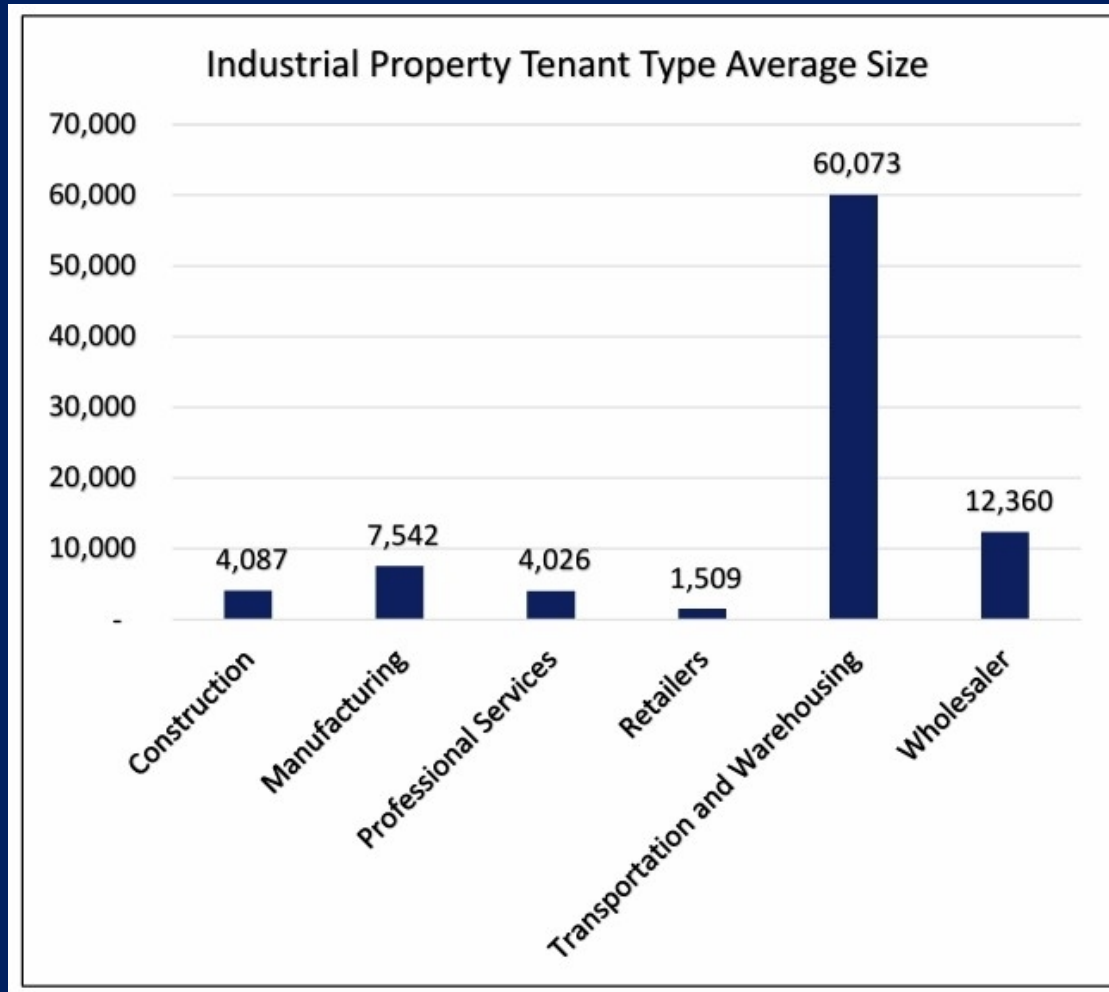
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Stuart Industrial Inventory

- Approximately 25 percent of Martin County's industrial space
- 1.1 million SF across 85 buildings
- Buildings range from 1,300 SF to 122,000 SF
- Average size = 14,000 SF
- Logistics and warehousing = Largest use groups
- Very limited industrial space for sale or lease within city; inventory is older on average

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Stuart Industrial Inventory



A stronger economy is everyone's business.

Stuart Industrial Inventory

- Cap rates indicate investor confidence in the city's industrial product, but cap rates higher than in counties to south
- Some sites ideal for near-term development/redevelopment, but ownership unlikely to pursue sale/redevelopment without other market shifts to enhance returns
- Absorption rate has picked up since 2023

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Stuart Industrial Inventory

- Rent per square foot has increased 5% in the past year, to \$16.13
- Sales price per square foot is \$141, an increase of 7%
- Majority of sites that are significant in size/have realistic potential/present the best opportunities are found within the city limits of the **Innovation Hub**

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Stuart Real Estate Overview

	Vacancy	Market Rent/SF	Inventory
Industrial	18.5%	\$16.13	6 million SF
Flex	6.4%	\$18.70	784,000 SF
Office	4.0%	\$26.94	3.3 million SF

A stronger economy is everyone's business.

THANK YOU!!!

A stronger economy is everyone's business.

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

Meeting Date: 2/10/2025

Prepared by: Roz Johnson

Title of Item:

LEADERGOV LEADERSHIP DEVELOPMENT PROGRAM, PRESENTED BY HUMAN RESOURCES

Summary Explanation/Background Information on Agenda Request:

Members of the City's Leadership Team recently participated in a leadership cohort facilitated by LeaderGov, a professional consulting group. This cohort focused on enhancing key leadership competencies through sessions on topics such as Leadership and Personality, the DISC Assessment, Strategic Leadership, Setting High Impact Goals (HIGs) and Goal Execution, Effective Team Communication, and Servant Leadership. These sessions provided valuable insights and tools to strengthen the team's ability to lead effectively and drive organizational success. This brief presentation will provide highlights of the program and recognize its graduates through the delivery of plaques of recognition.

Funding Source:

N/A

Recommended Action:

Recognize graduates of the LeaderGov Leadership Cohort.

ATTACHMENTS:

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

Meeting Date: 2/10/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 01/27/2025 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 01/27/2025 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JANUARY 27, 2025
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich
Vice Mayor Christopher Collins
Commissioner Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

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

ROLL CALL

5:30 PM

PRESENT: Mayor Rich, Vice Mayor Collins, Commissioner Clarke, Commissioner Giobbi, and Commissioner Reed

INVOCATION

Pastor James Brocious, Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Commented on her appointment to the Art Council and Business Development Board as a City representative and the great work they do.
- Commented on being misquoted by newspapers.

Commissioner Clarke

- Commented on the items that were heard at the Joint Meeting and thanked the Community Redevelopment Board (CRB) Members.

Mayor Rich

- Commented on the Martin Luther King Parade and how well the event went. Commissioner Clarke added that the County and City Commissioners along with the new County Sheriff were at the parade.
- Commended the Florida Legislative on starting and finishing their meeting on the same day.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented on the population and urbanization of Port St Lucie. Projecting by 2050-2060, Martin County will reach its maximum development with a population of 190,000-200,000 and Port St Lucie's population is projected to be 900,000-950,000 which will create an increase of roughly 400,000 people through Stuart.

APPROVAL OF AGENDA

6:10 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Helen McBride - Stuart; Commented on Seminole Street and the construction occurring there, stated electrical wires are hanging there and does not believe City workers should be cleaning up behind the contractors.

2. Caryn Yost-Rudge - Stuart; Stated Public Comment should go before Commissioners' comments and the City should mimic the County where the residents can see the Commissioners emails.

3. Walter Loyd - Stuart; Commented on the press and misquote that there would be discussion today on the letter given to the County for Brightline. Also, commented on Costco and Brightline and the traffic it will bring.

4. Robert Hamilton - Stuart; Provided an update to the Commission on the progress of his home and commented on tax dollars and how the commission provides a directive, but it is not followed.

5. Frank McChrystal - Stuart; Commented that US 1 will be a parking lot. Thanked the majority of the Commissioners as they listen to the people.

CONSENT CALENDAR

1. APPROVAL OF 01/13/2025 CCM MINUTES

END OF CONSENT CALENDAR

6:26 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

ORDINANCE FIRST READING

2. POLK STREET HOTELS, INC. (AKA FAIRFIELD INN HOTEL) AMENDMENT TO THE OFFICIAL ZONING ATLAS (REZONE) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2537-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Lee Baggett provided a legal background on the reading and voting of the first hearing.

Commissioners provided ex-parte communication.

City Attorney Baggett swore in two (2) people, Jodi Kugler, City Development Director and Jared Gaylord, Applicant's representative.

Ms. Jodi Kugler, Development Director, gave a presentation on the item.

Mr. Gaylord presented on the project providing information including surrounding neighborhoods and aerial photos with different views of property and Frazier Creek.

Commissioners and City Manager continued discussion on the previous zoning to the proposed zoning, how to safeguard the residents, and the City's water supply.

Vice Mayor Collins requested to have a presentation on the water supply at a future meeting. City Manager Mortell stated he would make arrangements to bring it back in March.

7:03 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously. 7:20 PM

3. REPEAL OF ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION (RC):

ORDINANCE No. 2538-2025; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, REPEALING ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION, OF CHAPTER 20 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Michael Mortell reported on the item and its history.

PUBLIC COMMENT:

1. Mark Brechbill - Stuart; Recommended that incentives be used to encourage businesses to conserve for our environment.
2. Frank McChrystal - Stuart; Suggested we look back at other Ordinances passed from previous Commissions.
3. Helen McBride - Stuart; Commented that this Ordinance went into place to save the turtles.

Commissioners discussed the environment, plastic straws, the levels of PFOA and PFAS in paper straws, and Florida Statute.

7:23 PM MOTION: Approved.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

VOTE: 3/2 Passed. 7:35 PM

YES: Christopher Collins, Laura Giobbi, Sean Reed

NO: Campbell Rich, Eula Clarke

DISCUSSION AND DELIBERATION

4. AUTHORIZATION TO SCHEDULE ATTORNEY-CLIENT SESSION (RC):

RESOLUTION No. 18-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO SCHEDULE AN ATTORNEY-CLIENT SESSION WITH THE CITY COMMISSION, CITY MANAGER, CITY ATTORNEY, AND OUTSIDE LEGAL COUNSEL REGARDING PENDING LITIGATION MATTERS PURSUANT TO FLORIDA STATUTES, §286.011(8); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett explained the process of shade meetings, the three pending cases, and the proposed meeting dates.

Commission agreed to February 24 at 2:00 PM.

7:41 PM MOTION: Shade Meeting on February 24, 2025, at 2:00 PM.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

PUBLIC COMMENT:

1. Caryn Yost-Rudge - Stuart; Commented there is pending litigation, and it is being kept hidden.

City Manager Mortell reported the history on the litigation in response to Ms. Yost-Rudge's comment.

ADJOURNMENT

7:59 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 10th day of February, 2025.**

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

Meeting Date: 2/10/2025

Prepared by: Jim Chrulski, Ben Hogarth

Title of Item:

CONTRIBUTION OF AID TO MARTIN COUNTY BUSINESS DEVELOPMENT BOARD FOR FY2025 (RC):

RESOLUTION No. 16-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CONTRIBUTION OF AID TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY INC. FOR THE 2025 FISCAL YEAR IN THE AMOUNT OF UP TO TWENTY-FIVE THOUSAND DOLLARS FOR PROGRAMS AND INITIATIVES SERVICING BUSINESSES AND RESIDENTS OF THE CITY OF STUART, SUBJECT TO THE PROVISIONS OF THE CONTRIBUTION OF AID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City has a longstanding history of providing public assistance to local non-profit and nongovernmental organizations (NGOs) who provide a valuable public service to the community. The Martin County Business Development Board (MCBDB) has a local mission to strengthen Martin County's economy and thereby the businesses and economy of the City of Stuart. The MCBDB also prioritizes local business growth, investments in new business and job acquisitions, and the promotion of economic development countywide. In its annual "Contribution of Aid" agreement with the MCBDB, the City offers an initial contribution of aid in the amount of \$10,000 with up to an additional \$15,000 appropriated for special projects that will directly benefit the city businesses and residents. The \$25,000 aid authorization in this resolution is designated for FY2025 funds that have already been budgeted by the City Commission in prior commission actions required under law.

Funding Source:

\$25,000 budgeted in FY25. - City Commission

Recommended Action:

Motion approval of Resolution No. 16-2025

ATTACHMENTS:

1. R16-2025 Authorizing a Contribution of Aid to MC BDB for FY 2025
2. R16-2025 Contribution of Aid to the Business Development Board of Martin County for FY 2025



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 16-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CONTRIBUTION OF AID TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY INC. FOR THE 2025 FISCAL YEAR IN THE AMOUNT OF UP TO TWENTY-FIVE THOUSAND DOLLARS FOR PROGRAMS AND INITIATIVES SERVICING BUSINESSES AND RESIDENTS OF THE CITY OF STUART, SUBJECT TO THE PROVISIONS OF THE CONTRIBUTION OF AID AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Business Development Board (BDB), is recognized by the State of Florida as the official Economic Development organization for Martin County; and

WHEREAS, the City recognizes the Board as an organization which promotes economic development and prosperity in Martin County; and

WHEREAS, the Board is responsible for providing assistance to new start-ups, existing businesses and other entities seeking to expand employment opportunities and make capital investments within the City of Stuart and Martin County; and

WHEREAS, the Board is a 501(c)(6) not-for-profit, public-private partnership for economic development, funded by the Martin County Board of County Commissioners through a

multi-year economic development services agreement, in addition to other non-profit and private sector investors who support its yearly operations; and

WHEREAS, the City Commission desires to contribute to the overall county-wide economic development strategy, including initiatives that will promote the City as a premier business destination, yielding job growth and furthering capital investment in the City; and

WHEREAS, the City Commission of the City of Stuart hereby grants the contribution of aid in the amount of up to \$25,000 for the 2025 Fiscal Year to the Business Development Board of Martin County, Inc. for the purpose of programs and initiatives that will specifically benefit the businesses and/or residents of the City of Stuart.

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

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

SECTION 2: The City Commission of the City of Stuart, Florida authorizes a granting of aid in the amount of up to \$25,000 for the 2025 Fiscal Year as contribution to the Business Development Board of Martin County, Inc. for the purpose of programs and initiatives that will benefit businesses and/or residents of the City of Stuart throughout the fiscal year, subject to the provisions of the contribution of aid agreement authorized in this resolution.

SECTION 3: This Resolution shall become effective upon its adoption.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

Resolution No. 16-2025

Authorizing a contribution of aid to the Business Development Board of Martin County for FY 2025

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

**FY 2025 CONTRIBUTION OF AID TO THE
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
FROM THE CITY OF STUART**

THIS CONTRIBUTION OF AID is made and entered into this ____ day of February, 2025, to the **BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.**, (hereinafter referred to as “Board”) a Florida not-for-profit organization, doing business at 1002 SE Monterey Commons Boulevard, Suite 207, Stuart, Florida 34996, by the **CITY OF STUART**, (hereinafter referred to as the “City”), a Florida municipal corporation, with offices at 121 SW Flagler Avenue, Stuart, Florida 34994 for the 2025 Fiscal Year.

WHEREAS, the Business Development Board (BDB), is recognized by the State of Florida as the official Economic Development organization for Martin County; and

WHEREAS, the City recognizes the Board as an organization which promotes economic development and prosperity in Martin County; and

WHEREAS, the Board is responsible for providing critical assistance to new start-ups, existing businesses and other entities seeking to expand employment opportunities and make capital investments within the City of Stuart and Martin County; and

WHEREAS, the Board is a 501(c)(6) not-for-profit, public-private partnership for economic development, funded by the Martin County Board of County Commissioners through a multi-year economic development services agreement, in addition to other non-profit and private sector investors who support its yearly operations; and

WHEREAS, the City Commission desires to contribute to the overall county-wide economic development strategy, including programs and other initiatives that will promote the City as a premier business destination, yielding job growth and furthering capital investment in the City; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that a contribution of aid in the amount of \$10,000 be granted to the BDB to be recognized as a LEADERSHIP level member of the Board will serve the best interests of the community; and

WHEREAS, the City of Stuart reserves up to \$15,000 as an additional allocation of granted funds for special projects that will specifically benefit the businesses and/or residents that reside within the city limits.

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties agree as follows:

1. **Contribution of Aid.** The City hereby grants an initial contribution sum of \$10,000 to the Business Development Board of Martin County with up to an additional \$15,000 appropriation for special projects that will directly benefit city businesses and residents, for a total contribution of aid not to exceed the amount of \$25,000, as provided herein.

2. **Term.** This contribution of aid agreement shall have a term of one (1) year commencing on the date signed by both parties and executed by the City Clerk.

**FY 2025 CONTRIBUTION OF AID TO THE
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
FROM THE CITY OF STUART**

3. **Reporting.** The Board will provide the City Commission, City Manager or their designee written reports on economic development activities as follows:

Quarterly reports and a year-end report shall be furnished to the City of Stuart. In addition, at least two (2) in-person economic development briefings to the City Commission focused on economic development results, activities, programs, and initiatives from its annual business plan including highlights of key specific benefits with and in the City during the term of this agreement and any other presentations that may be requested from time to time.

4. **City of Stuart Recognition and Participation.** The Board will recognize the City of Stuart as a LEADERSHIP Level partner of its organization. (Model – Exhibit A). The City will also continue have board member representation on the BDB’s Board of Directors and the Partner’s Council, and receive invitations to join and participate in all “Hubs of Excellence” activities such as roundtables, focus groups, one-on-one visits, and hosting teams.

5. **Support Assistance for City Projects and Initiatives.** The Board recognizes that the City of Stuart has its own robust community, economy, redevelopment and sustainability plans, and strategies which it is advancing to benefit its residents and businesses. As such, the Board is committed to building synergies with those plans and supporting and assisting the City in its efforts whereby business intelligence, market research, data gathering and analysis, outreach, promotion, and other general economic development services may be requested and agreed upon by both parties, as they so determine.

6. **Agreement Fulfillment and Termination.** This Contribution of Aid shall be in effect upon its execution and monies awarded for services rendered as outlined herein. The City reserves the right to terminate this agreement and withhold any amount or entirety of this award for any or no reason given, provided that all approved and executed scopes of work have been reimbursed in accordance with the recitals provided herein.

7. **Effective Law, Jurisdiction, and Venue.** This Contribution of Aid has been awarded, executed and delivered in Martin County, Florida, and shall be construed in accordance with the laws of the State of Florida, and jurisdiction and venue shall lie only in the state courts in and for Martin County, Florida.

8. **Amendment of Agreement.** This Agreement shall not be amended, waived, or altered except by a written instrument properly executed by both parties.

9. **Binding Agreement; No Third Parties.** This Contribution of Aid and each of its agreements, covenants, contractual provisions, pledges, and deliverables shall be binding upon execution and shall inure only to the benefit of the public, and the parties hereto, and shall not be construed as benefitting any private third party, whatsoever.

**FY 2025 CONTRIBUTION OF AID TO THE
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
FROM THE CITY OF STUART**

IN WITNESS WHEREOF, on the date first written above, the Board and the City have executed this Contribution of Aid Agreement by the duly authorized undersigned officers.

ATTEST:

**BUSINESS DEVELOPMENT BOARD
OF MARTIN COUNTY, INC.**

WILLIAM CORBIN
EXECUTIVE DIRECTOR

SUSAN RABINOWITZ, PRESIDENT

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

LEE J. BAGGETT, CITY ATTORNEY

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

Meeting Date: 2/10/2025

Prepared by: Milton Leggett

Title of Item:

FIND WATERWAY ASSISTANCE PROGRAM GRANT FOR COURTESY DOCK AND WAVE ATTENUATOR (RC):

RESOLUTION No. 17-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Requesting Approval to Submit Grant Application for the courtesy dock and wave attenuator that the City has been working on for several years. The wave attenuator will provide a much calmer environment for boaters visiting the courtesy dock. In addition, it will protect the structural integrity of the dock by dampening the waves which continuously create the need for maintenance.

Funding Source:

Recommended Action:

Approve Resolution No.17-2025

ATTACHMENTS:

1. R17-2025 Authorizing Florida Inland Navigation District Grant Application_



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

RESOLUTION NUMBER 17-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Inland Navigation District Waterways Assistance Program provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart by providing for the City’s Courtesy Dock and Wave Attenuator; and

WHEREAS the City of Stuart’s Public Works Department’s strategy relating to public access to the City via the St. Lucie River, Indian River Lagoon, and associated waterways will align with the missions of the Florida Inland Navigation District; and

WHEREAS the City of Stuart Public Works Department will be required to provide 50% matching funds for this reimbursement grant and the attached internal “Grant Consideration Worksheet” demonstrates this is a viable grant; and

WHEREAS the City continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

Resolution No. 17-2025; Authorization to Submit an Emergency Medical Services Program grant to Florida Department of Health; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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

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

SECTION 2: The City Commission authorizes the submission of a grant application by the City of Stuart to the Florida Inland Navigation District's Waterways Assistance Program; and to execute an agreement, if the grant is awarded; and the City Manager is authorized to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately upon adoption.

(The remainder of this page is left intentionally blank)

Resolution No. 17-2025; Authorization to Submit an Emergency Medical Services Program grant to Florida Department of Health; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

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

Meeting Date: 2/10/2025

Prepared by: Flamur Zenelovic

Title of Item:

MOU WITH BROWARD SHERIFF'S OFFICE/SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN OPERATION TASK FORCE (RC):

RESOLUTION No. 19-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE BROWARD COUNTY SHERIFF'S OFFICE/SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC) OPERATIONAL TASK FORCE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The South Florida Internet Crimes Against Children (ICAC) is a task force comprised of numerous law enforcement agencies who investigate crimes against children committed through the use of computers and the internet. The task force shares information and disseminates criminal investigations to the appropriate police jurisdiction to investigate child pornography or child exploration. The task force shares investigative resources and provides training on best practices to investigate these heinous crimes.

Funding Source:

N/A

Recommended Action:

Recommend Approval.

ATTACHMENTS:

1. R19-2025 Authorization to Enter Into MOU with Broward SO-ICAC
2. 2019 SFLICAC MOU with BSO
3. R19-2025 Signature Page



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

RESOLUTION NUMBER 19-2025

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE BROWARD COUNTY SHERIFF'S OFFICE/SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC) OPERATIONAL TASK FORCE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Broward Sheriff's Office directs the South Florida Internet Crimes Against Children (ICAC) Operational Task Force which is comprised of numerous Law Enforcement Agencies across south Florida who have joined together in a multi-agency task force intended to combat crimes against children and the exploitation of children that is committed and/or facilitated by or through the use of computers and to disrupt and dismantle organizations engaging in such activity; and

WHEREAS, the Broward County Sheriff's Office South Florida Internet Crimes Against Children (ICAC) Operational Task Force, the Stuart Police Department, and other law enforcement agencies involved in the ICAC Task Force have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdiction lines; and

WHEREAS, the agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through coordination of members of agencies involved in the South Florida Internet Crimes Against Children (ICAC) Operational Task Force; and

WHEREAS, the participating agencies agree to carry out their respective duties and responsibilities as outlined in the SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC) OPERATIONAL TASK FORCE MEMORANDUM OF UNDERSTANDING WITH BROWARD SHERIFF’S OFFICE, subject to controlling law, policies or procedures, and in consideration of mutual interests and understandings.

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

SECTION 1: The City Commission authorizes the Mayor, City Clerk, the Chief of Police and any other designated City Official to execute the necessary documents, after review and approval by the City Attorney.

SECTION 2: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of February, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



**SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC)
OPERATIONAL TASK FORCE
MEMORANDUM OF UNDERSTANDING
WITH
BROWARD SHERIFF'S OFFICE**

WHEREAS, the above listed Affiliate law enforcement agency has joined together in a multi-agency task force intended to combat crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

WHEREAS, the undersigned agency agrees to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the Broward Sheriff's Office is the recipient of a federal grant disbursed by the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding at the discretion of the Commander for equipment, training, travel, and other expenses which are incurred by law enforcement as a result of such investigations,

NOW THEREFORE, the parties agree as follows:

BACKGROUND

The U.S. DOJ, OJJDP have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. This assistance encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

MISSION

The Task Force is to effect dedicated intensive investigative, proactive and general law enforcement efforts primarily with regard to the investigation of the criminal exploitation of children committed by or through the use of computers, computer technology, cellular telephones, and the Internet. Such crimes include but are not limited to, the procuring, collection, transfer or distribution of child pornography, and the luring, seduction or enticement of a child for the sexual purposes through computer on-line services, bulletin board services, or Internet services. The principal goals of the Task Force shall be the successful identification, apprehension and prosecution of child molesters, child pornographers, child pornography collectors or distributors, child abusers, and preferential sexual offenders who target children. The Task Force shall strive to prevent the victimization and sexual exploitation of children by also educating the public via Internet Safety Presentations. The Task Force shall also identify and assist victims and potential victims of child pornography, computer pornography and child abuse. Such efforts shall include, but are not limited to, covert undercover operations designed to detect illegal activity and to identify those involved in such activity including those directing or otherwise controlling organized child pornography rings; the collection and maintenance of an intelligence database identifying known and suspected child molesters, child pornographers, child pornography collectors or distributors, child abusers and preferential sexual offenders who target children; the arrest and prosecution of those involved (utilizing state and federal prosecutions, as appropriate); the seizure and forfeiture of assets of those engaged in such activity or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate); and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities as may be required and appropriate under the Task Force operations.

The parties to the Agreement are contributing designated personnel and resources in support of the Task Force efforts, with the operations of the Task Force being coordinated with the Broward Sheriff's Office and other Task Force members.

JURISDICTION

The principal sites of the Task Force activity shall be our Areas of Responsibility (AOR) that include the cities within our counties of Broward County; Miami-Dade County; Palm Beach County; Monroe County; Martin County; Glades County; Indian River County; Saint Lucie County; Lee County; Charlotte County; Collier County; and Hendry County, Florida. Nothing in the Agreement shall be construed as to grant jurisdiction outside a Task Force member's normal territorial boundaries.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee of the participating Task Force agencies.

OPERATIONAL STANDARDS

The undersigned law enforcement agency approves, authorizes and enters into this Agreement to implement the South Florida Internet Crimes Against Children Task Force (SF ICAC TF) for the purposes and goals indicated below:

Affiliate Agencies and/or their representative shall receive a copy and agree to adhere to the ICAC Operational and Investigative Standards or any updates. Affiliate Agencies and/or their representative will sign an acknowledgment form which will be returned to the Broward Sheriff's Office ICAC Commander or Co-Commander to be filed. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction, and to assist other jurisdictions to investigate these cases.

Affiliate Agencies agree to participate in the South Florida Internet Crimes Against Children Task Force that is overseen by the Broward Sheriff's Office.

Affiliate Agencies agree to use only trained law enforcement personnel to conduct ICAC investigations. Each investigator involved with undercover operations must receive ICAC Program training prior to initiating proactive investigations.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC) through the ICAC Database System (IDS), Internet Service Provider (ISP) and law enforcement referrals, and other ICAC related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Affiliate Agencies shall make every effort to deconflict all active investigations to foster effective case coordination, collaboration, and communication. This can be achieved on the ICAC Database System (IDS).

Affiliate Agencies agree to provide the Broward Sheriff's Office with access to all ICAC investigative files including without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant Funds and loaned to an Affiliate Agency by the Broward Sheriff's Office. Such equipment will be made available for yearly inventory audits. The SF ICAC TF Commander or Co-Commander will be notified prior to any disposal of broken or obsolete equipment for proper disposal procedure. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will be returned to the Broward Sheriff's Office. This will be adhered to by the completion of the South Florida ICAC Issuance of Property Form. Prior approval must be obtained from the SF ICAC TF Commander or Co-Commander for ANY requests for reimbursements to include overtime, purchase of equipment and before registering for any training.

Affiliate Agencies shall submit monthly statistics into the ICAC Database System (IDS) on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet as required by DOJ/OJJDP. These statistics shall be submitted in the appropriate format by the 10th day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

Affiliate Agencies will maintain at least one (1) supervisor and one (1) investigator account on the IDS System to ensure proper receipt, case management, closing, and to provide required feedback to NCMEC. Additionally, a breakdown or summary of basic case data shall be included for each sexual exploitation of a minor child (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency along with references to any local media reporting on the investigation. The Broward Sheriff's Office will be responsible for all required reporting to the OJJDP.

Affiliate Agencies and/or their representative must request approval from the Broward Sheriff's Office to reassign a case to a different jurisdiction on the ICAC Database System (IDS). Once approval is received, Affiliates may proceed in requesting the case be reassigned in the IDS, only after all *COMMENTS* have been updated as well as any documentation relevant to the reassignment has been uploaded in the IDS. The review, monitoring, and closing of cases will be the responsibility of the Affiliate Agency's ICAC supervisor.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and reported into the ICAC Database System (IDS) not less than monthly for statistical reporting purposes.

Affiliate Agencies are required to report any changes in personnel assigned to the SF ICAC TF immediately to the SF ICAC TF Commander or Co-Commander. If there are any changes to the assigned ICAC investigators within an Affiliate Agency, all open Cybertip investigations must be immediately transferred to a new investigator within that Affiliate Agency.

It should be noted that expelled members or agencies; or a termination of this Agreement by either party does not eliminate the jurisdiction's law enforcement agency of their responsibility to investigate a crime that occurred or is occurring in their jurisdiction. In the event that an Affiliate Agency's member is expelled from the Task Force, this agreement is terminated for any reason or the Affiliate member fails to cooperate with reporting requirements or no longer has access to the ICAC Database System (IDS), the SF ICAC TF may deliver any cases or Cybertips to the appropriate jurisdiction's law enforcement agency in accordance with the ICAC Operational and Investigative Standards.

Affiliate Agencies will be required to open and view newly assigned Cybertips in a timely manner, not to exceed five (5) days.

COMPOSITION AND SUPERVISION

Each Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the SF ICAC TF. The Affiliate Agency's designated ICAC supervisor will be responsible for the management and oversight of all assigned Cybertips and ICAC cases. The Broward Sheriff's Office will oversee the receiving, distribution, and assignment of Cybertips received from NCMEC.

LIABILITY AND INSURANCE

Each Party to this Agreement agrees to assume its own liability and responsibility, as outlined below, for the acts, omission, or conduct of such Party's own employees while such employees are engaged in Task Force operations.

Each Party (indemnitor) hereby shall, to the extent permitted by law, indemnify from any liability and hold harmless the other Parties (indemnities), their employees, agents, or servants against liability including, but not limited to, court costs and attorneys' fees, arising from any actions, causes of actions, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnities, their employees, agents, and servants as a result of the indemnitor, its employees, agents or servants' negligent acts or negligent omissions, while acting within the scope of their employment. Each Party will at all times be entitled to the benefits of sovereign immunity as provided in F.S.S. 768.28 and common law. Nothing contained herein shall be construed as a waiver of sovereign immunity.

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Florida, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the Broward Sheriff's Office with written notice of any material change in the Affiliate Agency's liability coverage 30 days prior to the change.

EVIDENCE

Seized evidence and any other related forfeitures will be handled in a manner consistent with the seizing law enforcement agency's policies.

RECORDS AND REPORTS

Affiliate Agencies shall be subject to their respective agency's incident reporting procedures and case supervision systems. Each Affiliate Agency will utilize its own agency assigned case number for all Cybertip and ICAC investigations. As required by DOJ/OJJDP, a unique identifier shall be assigned to each ICAC case. The unique identifier can be either a case specific Affiliate Agency assigned case number or the NCMEC assigned "Cybertip" number.

CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of SF ICAC TF will be held in the strictest confidence, and will only be shared with other Affiliate Agencies or other law enforcement agencies participating in the SF ICAC TF where necessary or as otherwise permitted by federal and/or state law.

FAILURE TO FOLLOW MOU GUIDELINES

Affiliate Agencies failing to follow any of the above stated guidelines and/or ICAC Operational and Investigative Standards as determined by the Broward Sheriff's Office, will be deemed to have violated the Memorandum of Understanding and shall be subject to termination pursuant to the terms of this MOU. Any equipment issued by the Broward Sheriff's Office shall be immediately returned to the Broward Sheriff's Office.

COPY TO EACH PARTICIPATING TASK FORCE MEMBER

When this Agreement is fully executed, a copy shall be provided to each Task Force member so that each member may be fully aware of the powers, limitations, and expectations applicable to Task Force members and operations.

TERM OF AGREEMENT

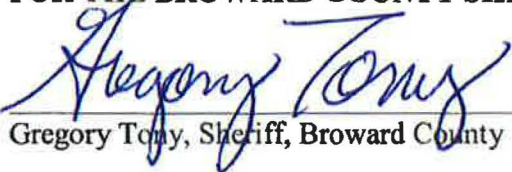
This Agreement shall be effective as to the executing Parties upon execution by the Broward Sheriff's Office and at least one (1) other participating Agency. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be duplicated for dissemination to all parties, and such duplicates shall be of the same force and effect as the original.

This Agreement shall remain in full force as to all participating Parties unless otherwise terminated as provided herein.

This Agreement may be terminated upon the consent of all participating Parties. Any Party may withdraw or cancel its individual participation upon written notification to the SF ICAC Commander.

IN WITNESS WHEREOF, the Parties hereto sign on the date specified.

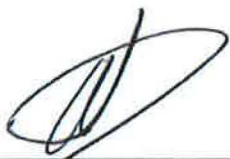
FOR THE BROWARD COUNTY SHERIFF'S OFFICE



Gregory Tony, Sheriff, Broward County

Date: 2/19/19

Approved as to form and legal sufficiency
subject to execution by the parties.



Ronald M. Gunzburger, General Counsel
Office of the General Counsel 

Date: 02/19/19

**SOUTH FLORIDA INTERNET CRIMES AGAINST CHILDREN (ICAC)
OPERATIONAL TASK FORCE
MEMORANDUM OF UNDERSTANDING (MOU)**

Executed this ____ day of _____, 2025.

ATTEST:

CITY OF STUART, FLORIDA

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

JOSEPH TUMMINELLI
CHIEF OF POLICE

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

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

Meeting Date: 2/10/2025

Prepared by: Joseph Tumminelli

Title of Item:

INTERAGENCY AGREEMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE, SERVICES, AND SUPPORT WITH MARTIN COUNTY SHERIFF'S OFFICE (RC):

RESOLUTION No. 20-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERAGENCY AGREEMENT BETWEEN THE MARTIN COUNTY SHERIFF'S OFFICE AND THE STUART POLICE DEPARTMENT FOR CRIMINAL JUSTICE INFORMATION EXCHANGE, SERVICES, AND SUPPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Martin County Sheriff's Office currently has access to the Florida Criminal Justice Network ("CJNET"), National Crime Information Center ("NCIC"), the Florida Crime Information Center ("FCIC"), and the Interstate Identification Index ("III"), all referred to as the Criminal Justice Information, ("CJI"), via network connectivity to the FDLE.

Additionally, Martin County Sheriff's Office has purchased Criminal Justice Information Systems and developed sophisticated software for use while performing the administration of criminal justice and is supported and maintained twenty-four hours per day by Martin County Sheriff's Office. The Sheriff's Office retains management control of all information services, systems, and sources, including but not limited to sources of CJI and Personally Identifiable Information (PII).

The residents of the City of Stuart pay ad valorem taxes which provide funding for Martin County Sheriff's Office.

The City of Stuart Police Department finds it advantageous to enter into an agreement with the Martin County Sheriff's Office for criminal justice software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

This Interagency Agreement was revised from its prior version to reflect the new Sheriff elected and new commencement date.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 20-2025

ATTACHMENTS:

1. R20-2025 CJIS agreement between SPD and MCSO
2. R20-2025 SPD with MCSO for Criminal Justice Information Exchange, Services, and Support



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

RESOLUTION NUMBER 20-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
AN INTERAGENCY AGREEMENT BETWEEN THE
MARTIN COUNTY SHERIFF'S OFFICE AND THE
STUART POLICE DEPARTMENT FOR CRIMINAL
JUSTICE INFORMATION EXCHANGE, SERVICES,
AND SUPPORT; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart Police Department ("SPD") and the Martin County Sheriff's Office ("MCSO") are criminal justice agencies, formally recognized by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE"); and

WHEREAS, pursuant to §163.01(2) and §163.01(14), Florida Statutes, SPD and MCSO are authorized to enter into an information exchange agreement for the purpose of exchanging data and services; and

WHEREAS, MCSO currently has access to the Florida Criminal Justice Network ("CJNET"), National Crime Information Center ("NCIC"), the Florida Crime Information Center ("FCIC"), and the Interstate Identification Index ("III"), all referred

to as the Criminal Justice Information, ("CJI"), via network connectivity to the FDLE; and

WHEREAS, MCSO has purchased Criminal Justice Information Systems and developed sophisticated software for use while performing the administration of criminal justice and is supported and maintained twenty-four hours per day by MCSO; and

WHEREAS, MCSO retains management control of all information services, systems, and sources, including but not limited to sources of CJI and Personally Identifiable Information (PII); and

WHEREAS, the residents of the City of Stuart pay ad valorem taxes which provide funding for MCSO; and

WHEREAS, SPD finds it advantageous to enter into an agreement with the MCSO for criminal justice software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

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

SECTION 1: Authorization. The City Commission of the City of Stuart, Florida authorizes the entrance of an Interagency Agreement between the Martin County Sheriff's Office and the City of Stuart Police Department for Criminal Justice Information Exchange, Services, and Support.

SECTION 2: Term. The term of the Interagency Agreement shall commence on January 7, 2025, until such time as either party desires to terminate the Agreement in accordance with the termination provisions set forth in the Agreement. In the event of an Agency Head change at either party, a new Agreement must be entered.

SECTION 3: Execution. The City Commission authorizes the Mayor, City Clerk, the Chief of Police and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 4: Effective Date. This Resolution shall take effect immediately 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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

**Interagency Agreement Between the Martin County Sheriff's Office
and the Stuart Police Department
For Criminal Justice Information Exchange, Services, and Support**

THIS AGREEMENT is made and entered by and between the Martin County Sheriff's Office, hereinafter referred to as "MCSO," a constitutional officer and a charter officer of the political subdivision of Martin County, Florida, whose address is 800 Monterey Road, Stuart, Florida 34994, and the Stuart Police Department, hereinafter referred to as "SPD," whose address is, 830 Martin Luther King Blvd, Stuart, Florida 34994.

WITNESSETH

WHEREAS, MCSO and SPD are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, in accordance with § 163.01(2) and § 163.01(14), Florida Statutes, MCSO and SPD are authorized to enter into an information exchange agreement for the provisions of data exchange and services; and

WHEREAS, MCSO presently has access to the Florida Criminal Justice Network (CJNET), National Crime Information Center (NCIC), the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III), all referred to as the Criminal Justice Information, hereinafter referred to as "CTI," via network connectivity to the FDLE; and

WHEREAS, MCSO has purchased Criminal Justice Information Systems for use while performing the administration of criminal justice; and

WHEREAS, MCSO has developed sophisticated law enforcement software which is presently utilized for the administration of criminal justice and is supported and maintained exclusively by the Sheriff's Office, twenty-four hours per day.; and

WHEREAS MCSO retains management control of all information services, systems, and sources, including but not limited to sources of CJI and Personally Identifiable Information (PII); and

WHEREAS the residents of the City of Stuart pay ad valorem taxes which provide funding for the sheriff; and

WHEREAS, SPD has determined that it is advantageous to enter into an agreement with MCSO for the provision of criminal justice computer software access and services, including continued access to FCIC and NCIC for the administration of criminal justice.

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

1. **Agreement Term**

The term of this agreement shall be from January ____, 2025, until such time as either party desires to end the Agreement in accordance with the termination provisions set forth in this agreement, the dates of signature of the parties notwithstanding. In the event of an Agency Head change at either party, a new agreement must be entered.

2. **Purpose**

That CJI will be provided to the SPD by MCSO.

3. **Cooperation**

It is agreed that both parties shall provide all reasonable and necessary cooperation and assistance to facilitate the terms of this agreement.

4. **Basic Services**

A. **The SHERIFF agrees to:**

- a. Provide access to CJI systems, software, services, and resources available on MCSO's network to SPD, specifically access to data contained within MCSO's Records Management System (RMS) through Caliber via CJNET. All CJI access shall be provided in accordance with current FBI CJIS Security Policy, FDLE Criminal Justice User Agreement, and CJIS System Requirements.
- b. Provide network access and network security services (encrypted path) necessary to the CJI systems and resources to SPD.
- c. Provide necessary instruction and training to SPD personnel on the CJI systems and resources.
- d. Provide telephone support to the contact personnel of SPD for the CJI systems and resources, if needed.
- e. Make reasonable efforts to ensure delivery of the provision of services set forth herein. Provided, however, that MCSO makes no warranties, representations or guarantees with regards to specific performance levels, data accuracy, data completeness, system integration relative to the CJI software and resources being provided by MCSO pursuant to this agreement. SPD agrees that MCSO shall not be held liable for any direct or indirect damages incurred by SPD's use of the CJI systems and resources provided, here under, including but not limited to loss of data or loss of system use.
- f. Perform an annual audit of all user accounts in accordance with MCSO's policy and the SPD Interagency Account Enrollment Application.
- g. Maintain and make available policies governing the collection, storage, handling, and dissemination of CJI and PII.

- h. Provide SPD access to audit logs for each system SPD personnel access for SPD to conduct weekly audit log reviews as required by the FBI CJIS Security Policy and the FDLE User Agreement.
- 1. Agrees that any changes to services provided by the MCSO Agency shall be managed by the Criminal Justice Agency. This includes provision of services, changes to existing services, and new services. Evaluation of the risks to the Agency shall be undertaken based on the criticality of the data, system, and impact of the change.

B. SPD agrees to:

- a. Abide by all applicable local, state, and federal laws, rules, and regulations, as well as the FBI CJIS Security Policy, the FDLE Criminal Justice User Agreement, and CJIS System Requirements, and other rules and regulations of FCIC regarding the use of CJI computer systems and ensure compliance with Florida Public Records laws concerning exempt and confidential data contained within CJI systems and resources provided by MCSO.
- b. Abide by all the terms and conditions of the FDLE Criminal Justice User Agreement executed between FDLE and each Criminal Justice Agency, as well as any amendments or superseding agreements thereto that are provided by MCSO to SPD.
- c. Limit use of provided access to CJI systems and resources to authorized personnel within SPD and only for the administration of criminal justice.
- d. Acknowledge, by executing this Agreement, that all software maintained and/or created by MCSO is subject to copyright protection and may not be sold or transferred to any other agency without the express written consent of MCSO.
- e. Provide adequate computer hardware compatible with the software, hardware and network equipment utilized by MCSO.
- f. Ensure that all authorized SPD personnel attend training on all applicable software provided by MCSO and utilized by SPD.
- g. Maintain all required software licenses required to access MCSO law enforcement software systems.
- h. Adhere to MCSO's policies regarding use and dissemination of PII. A copy of said policy is provided separately.
- i. Respond promptly to all requirements of the MCSO annual user account audit in accordance with MCSO's policy and the MCSO Interagency Account Enrollment Application.
- j. Adhere to MCSO's policies governing the collection, storage, handling, and

dissemination of CJI and PII.

- k. Adhere to all CJJS Security Policy requirements regarding audit, dissemination, hit confirmation, logging, quality assurance, pre-employment screening, security, timeliness, use of CJI systems, and validation.
- l. Agree to monitoring and reviewing of this and all agreements between MCSO and SPD by MCSO, FDLE, and FBI audit staff.

5. Compensation and Payment

MCSO agrees to provide services as set forth in this Agreement to SPD at no cost.

6. Indemnification

Pursuant to 768.28(18), Florida Statutes, and to the extent provided for by Florida law, neither MCSO nor SPD waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or ensure the other party for the other party's actions, or to assume any liability for the other party's actions.

7. Termination

Either party may terminate this agreement upon providing thirty (30) days' written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

City of Stuart Police Department

Joseph Tumminelli
Chief of Police

ATTEST:

BY: _____
Mary R. Kindel, MMC
City Clerk

Martin County Sheriff's Office

John M. Budensiek, Sheriff

Campbell Rich
Mayor

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Lee J. Baggett, Esq.
City Attorney

Date

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

Meeting Date: 2/10/2025

Prepared by: Joseph Tumminelli

Title of Item:

MUTUAL AID AGREEMENT WITH MARTIN COUNTY SHERIFF'S OFFICE FOR VOLUNTARY COOPERATION IN CRIME SUPPRESSION (RC):

RESOLUTION No. 21-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION IN CRIME SUPPRESSION BETWEEN THE STUART POLICE DEPARTMENT AND MARTIN COUNTY SHERIFF'S OFFICE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Cooperation between the City of Stuart Police Department (SPD) and the Martin County Sheriff's Office (MCSO) is necessary to enhance law enforcement services, maintain public peace, and protect lives and property in both the City of Stuart and unincorporated Martin County.

This Agreement aims to define and promote mutual assistance between the SPD and MCSO for crime suppression and law enforcement efforts. The agencies voluntarily agree to share services, personnel, equipment, and facilities as necessary to enforce laws and support a collaborative crime suppression team.

The geographic proximity of the SPD and MCSO allows for effective mutual aid to address routine law enforcement needs across jurisdictional boundaries.

Funding Source:

N/A

Recommended Action:

Approve Resolution 21-2025.

ATTACHMENTS:

1. R21-2025 Mutual Aid Agreement Between MCSO & SPD for Voluntary Cooperation in Crime Suppression
2. R21-2025 Mutual Aid Agreement Between MCSO & SPD for Voluntary Cooperation in Crime Suppression



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

RESOLUTION NUMBER 21-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
A MUTUAL AID AGREEMENT FOR VOLUNTARY
COOPERATION IN CRIME SUPPRESSION
BETWEEN THE STUART POLICE DEPARTMENT
AND MARTIN COUNTY SHERIFF'S OFFICE;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, ensuring public safety is the responsibility of each subscribing law enforcement agency within its jurisdiction; and

WHEREAS, cooperation between the City of Stuart Police Department (SPD) and the Martin County Sheriff's Office (MCSO) is necessary to enhance law enforcement services, maintain public peace, and protect lives and property in both the City of Stuart and unincorporated Martin County; and

WHEREAS, this Agreement aims to define and promote mutual assistance between the SPD and MCSO for crime suppression and law enforcement efforts; and

WHEREAS, the agencies voluntarily agree to share services, personnel, equipment, and facilities as necessary to enforce laws and support a collaborative crime suppression team; and

WHEREAS, the geographic proximity of the SPD and MCSO allows for effective mutual aid to address routine law enforcement needs across jurisdictional boundaries; and

WHEREAS, Section 23.12, Florida Statutes, the “Florida Mutual Aid Act,” authorizes the Sheriff of Martin County and the Chief of the Stuart Police Department to enter into such an Agreement.

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

SECTION 1: Authorization. The City Commission of the City of Stuart, Florida authorizes the entrance of a Mutual Aid Agreement between the Martin County Sheriff’s Office and the City of Stuart Police Department for Voluntary Cooperation in Crime Suppression.

SECTION 2: Term. The term of the Mutual Aid Agreement shall commence on January 7, 2025, until such time as either party desires to terminate the Agreement in accordance with the termination provisions set forth in the Agreement. In the event of an Agency Head change at either party, a new Agreement must be entered.

SECTION 3: Execution. The City Commission authorizes the Mayor, City Clerk, the Chief of Police and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 4: Effective Date. This Resolution shall take effect immediately 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:

Resolution No. 21-2025; Mutual Aid Agreement Between MCSO & SPD for Voluntary
Cooperation in Crime Suppression

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

**MUTUAL AID AGREEMENT
BETWEEN THE MARTIN COUNTY SHERIFF'S OFFICE AND
THE STUART POLICE DEPARTMENT FOR
VOLUNTARY COOPERATION IN CRIME SUPPRESSION**

This Mutual Aid Agreement is entered into this _____ day of _____ 20____ by and between the Martin County Sheriff's Office (MCSO) and the Stuart Police Department (SPD), together referred to as the "Agencies," and is as follows:

WITNESSETH

WHEREAS, it is the responsibility of the subscribing law enforcement agencies to ensure the public safety of the citizens residing within each agency's own jurisdiction; and

WHEREAS, in order to provide adequate law enforcement services, protect the public peace and safety, and preserve the lives and property of the people of both the incorporated areas of the City of Stuart, Florida, and the unincorporated areas of Martin County, there is an existing need for cooperation between the subscribing agencies; and

WHEREAS, the purpose of this agreement is to define and promote the mutual assistance to be rendered by and between the SPD and the MCSO in furtherance of crime suppression; and

WHEREAS, it is the voluntary decision of each of the subscribing agencies to provide such assistance as may be in the form of, but not be limited to, the gratuitous appropriation of services, personnel, equipment, or facilities, in order to adequately enforce the law and ensure the success of a crime suppression team composed of both SPD and MCSO personnel;

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately render assistance of a routine law enforcement nature across jurisdictional lines; and

WHEREAS, the Sheriff of Martin County, Florida, and the Chief of Stuart Police Department have the authority under Section 23.12, Florida Statutes, the "Florida Mutual Aid Act," to enter into a mutual aid agreement for law enforcement services that:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and/or

- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

NOW, THEREFORE, the parties agree as follows:

SECTION 1: PROVISIONS FOR ASSISTANCE WITH CRIME SUPPRESSION

The subscribing agencies hereby approve and enter into this Agreement whereby each agency has requested and determined to render, for a duration presently indeterminable, but under no circumstances surviving an expression, made at any time, by either agency of an intent to limit the scope of, or altogether terminate, the assistance contemplated and provided for herein, law enforcement assistance to the other to include, but not necessarily be limited to, such cooperation as may require the utilization of specialized units, the provision of available or readily ascertainable resources, the cooperation of personnel beyond whichever jurisdiction, the incorporated areas of the City of Stuart, Florida, or the unincorporated areas of Martin County, such personnel normally operates within the shared use of equipment or facilities, and the time, cooperation, and effort of one another's employees. The extent to which either agency administers aid to the other is at the sole and voluntary discretion of the head of the agency administering aid, and no agency shall administer aid beyond that which they voluntarily desire to. When MCSO personnel is engaging in mutual assistance pursuant to this agreement within the unincorporated areas of Martin County, the Sheriff of the Martin County Sheriff's Office has the sole authority to determine what personnel is authorized to lend assistance, the length of time such assistance is authorized, as well as for what purpose such authorization is granted. When SPD personnel is engaging in mutual assistance pursuant to this agreement within an incorporated area of the City of Stuart, Florida, the Chief of Police for the Stuart Police Department has the sole authority to determine what personnel is authorized to lend assistance, the length of time such assistance is authorized, as well as for what purpose such authorization is granted.

SECTION II: REQUEST FOR ASSISTANCE WITH CRIME SUPPRESSION

The subscribing agencies hereby agree that mutual assistance has been requested in accordance and compliance with the terms of the Martin County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, such agreement having set the terms currently in force for a request for assistance, and that each has volunteered to engage in mutual assistance with the other for the purpose of organizing and operating a crime suppression team.

SECTION III: GENERALLY

The provisions of this agreement are intended to govern the assistance provided for the benefit of crime suppression. The Martin County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement is incorporated by reference as if fully set forth herein verbatim. In the event of any conflict between the provisions provided herein and those of the Martin County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, however, the provision of the latter shall prevail, and such conflicting terms disclaimed.

SECTION IV: FORFEITURES OR OTHER RECOVERIES

The proceeds of any civil forfeiture deriving from the mutual assistance rendered pursuant to this agreement are to be distributed to the agencies at a percentage equal to the percentage of personnel each agency contributes to a crime suppression team. For example, MCSO will receive 80% of civil forfeiture proceeds and SPD the remaining 20% if eight members of a ten-member crime suppression team organized pursuant to this agreement are employees of MCSO. Proceeds shall be defined as the amount of money or property existing after all legal expenses and court costs expended by the subscribing agencies have been paid. Any legal tasks prompted by the pursuit of a civil forfeiture deriving from the mutual assistance rendered pursuant to this agreement shall be completed by MCSO's legal advisors.

SECTION V: LOST OR ABANDONED PROPERTY

Should any lost or abandoned property, or unclaimed evidence, as those terms are defined by law, be found, located, or seized by either party during the performance of this agreement, both parties further agree to dispose of said property through public sale or auctions, the net proceeds of which shall be distributed between the subscribing agencies as provided for in “SECTION IV: FORFEITURES OR OTHER RECOVERIES” of this agreement.

SECTION VI: REIMBURSEMENT FOR COSTS AND EXPENSES

The subscribing agencies understand and agree that with respect to any aid or services provided pursuant to this agreement, there shall be no reimbursement for costs or expenses incurred by the assisting agency, either incidental or investigative, as those terms are defined in the Martin County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, except for MCSO’s reimbursement of overtime wages remitted by SPD as a result of mutual assistance rendered pursuant hereto and as provided for in “SECTION IV: FORFEITURES OR OTHER RECOVERIES” of this agreement. MCSO’s reimbursement of overtime wages remitted by SOD as a result of mutual assistance rendered pursuant hereto is to be garnered from MCSO’s Law Enforcement Trust Fund, as are overtime expenses incurred by MCSO for MCSO personnel. Furthermore, this provision shall not be interpreted to prevent the head of the agency receiving assistance from agreeing in advance to pay for costs or expenses not provided for herein.

SECTION VII: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by either agency to the other shall be under the immediate command of a supervising officer designated by the agency providing the personnel or equipment. Such supervising officer shall be under the direct supervision and command of the head of the agency providing the personnel or equipment or his designee. An MCSO employee shall be the head of the crime suppression team organized and operated pursuant to this agreement and each member of such crime suppression

team, whether an employee of SPD or MCSO, shall respond to and be under the supervisory command of the head of the crime suppression team during such times as each is engaged in any task(s) ordered or assigned in furtherance of the goals of the crime suppression team. Nothing in this agreement shall be interpreted to make any SPD employee an employee of MCSO or any MCSO employee shall be interpreted to make any SPD employee of MCSO or any MCSO employee an employee of SPD.

SECTION VIII: INDEMNIFICATION / LIABILITY

The MCSO and the SPD agree that the acts, omissions, or conduct of personnel engaging in assistance pursuant to this agreement are the sole responsibility of the agency employing such personnel with respect to any suit or claim for damages and further agree to hold harmless, defend, and indemnify one another from liability arising from such acts, omissions, or conduct, subject to the provisions of Section 768.28, Florida Statutes.

SECTION IX: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- (a) Pursuant to Section 23.127(1), Florida Statutes, the employees of each of the subscribing agencies shall, when engaging in mutual assistance under this agreement outside of their jurisdictional limits, but inside the the State of Florida, have the same powers, duties, rights, privileges and immunities as if the employee were performing duties inside the employee's political subdivision in which normally employed.
- (b) The MCSO and the SPD agree to furnish to one another necessary personnel, resources, and facilities and to render services to one another as contemplated in "SECTION I: PROVISIONS FOR ASSISTANCE WITH CRIME SUPPRESSION," provided that neither agency shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, or services in furnishing such mutual aid.

- (c) The MCSO and the SPD agree to bear the cost of loss or damage to such equipment as each provides and to pay any expense incurred in the operation and/or maintenance of such equipment.
- (d) When assisting one another, the MCSO and the SPD agree to compensate their own employees for the time spent rendering aid, except as provided for in "SECTION VI: REIMBURSEMENT FOR COSTS AND EXPENSES," as well as to defray the actual travel and maintenance expenses of their own employees while such employees are rendering aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering the assistance herein contemplated.
- (e) The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extra-territorially under the provisions of this agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- (f) Nothing herein shall prevent either the MCSO or the SPD, when receiving aid, from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VI: CANCELLATION

Either the MCSO or the SPD may cancel its participation in this agreement upon delivery of written notice to the head of the agency of the other. Short of termination of participation, any modification to the scope of the mutual aid contemplated herein shall be effective only upon delivery of written notice to the head of the agency of the other, except

where the head of either agency is exercising his/her authority to define the extent of participation taking place within his/her own jurisdiction.

SECTION VII: TERMINATION

This agreement will automatically be terminated at the time that any crime suppression team organized pursuant hereto is dismantled or dissolved, without any requirement of verbal or written notice. However, the MCSO and the SPD may elect through an additional agreement to continue cooperation on other matters.

THUS this agreement has been executed by the subscribing agencies in duplicate as of the date of the last executed signature.

Stuart Police Department (SPD)

By: _____
Joseph Tumminelli, Chief Date
Stuart Police Department

Campbell Rich Date
Mayor

APPROVED as to form and legal sufficiency:

Bernard Romero Date
Legal Advisor

Lee J. Baggett, Esq. Date
City Attorney

Martin County Sheriff's Office (MCSO)

John M. Budensiek, Sheriff Date
Martin County Sheriff's Office

ATTEST:

By: _____
MARY R. KINDEL, MMC
CITY CLERK

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

Meeting Date: 2/10/2025

Prepared by: Joseph Tumminelli

Title of Item:

INTERLOCAL AGREEMENT WITH MARTIN COUNTY SHERIFF'S OFFICE FOR TYLER TECHNOLOGIES (RC):

RESOLUTION No. 24-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR THE SHARED IMPLEMENTATION AND USE OF TYLER TECHNOLOGIES IN ORDER TO FUND AND OPERATE A SHARED COUNTYWIDE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER MATTERS.

Summary Explanation/Background Information on Agenda Request:

The City Commission previously adopted Resolution 98-2020 which established the initial framework for the shared implementation and use of a countywide Computer Aided Dispatch (CAD) and Records Management System (RMS) between the City of Stuart and the Martin County Sheriff's Office (MCSO).

The City of Stuart (CITY) and the Martin County Sheriff's Office (MCSO) wish to amend their cooperative partnership under an amended Interlocal Agreement (ILA) which governs the operation and funding of the shared CAD and RMS systems.

Both CITY and MCSO utilize computerized systems, including CAD, mobile CAD, and RMS, to provide 911 call processing, emergency service dispatch, and recordkeeping functions, with a shared goal of enhancing public safety through unified technology.

MCSO and CITY conducted a joint evaluation of multiple vendors' CAD/Mobile CAD/RMS platforms and selected Tyler Technologies based on its cost efficiency, scalability, and capacity to support the shared use of resources. The Tyler Technologies platform will provide CITY and MCSO with a single, integrated system for emergency communications, enhancing interoperability and reducing costs for both parties.

The Interlocal Agreement establishes a term aligned with the lifecycle of the Tyler Technologies contract and includes provisions for severability, ensuring flexibility for both parties should operational needs change. The amended Interlocal Agreement will continue to build on the cooperative efforts previously outlined in Resolution 98-2020, fostering countywide interoperability and improving emergency communication capabilities.

Funding Source:

N/A

Recommended Action:

Approve Resolution 24-2025 amending the Interlocal Agreement with Martin County Sheriff's Office related to Tyler Technologies.

ATTACHMENTS:

1. R24-2025 Tyler Technologies ILA StuartMartin Sheriffs Office

2. R24-2025 Terms UPDATED- Interlocal Agreement Between the City of Stuart & MCSO - Tyler Technologies (Terms)
3. R24-2025 Usage UPDATED - Interlocal Agreement Between MCSO and the City of Stuart, Florida - Tyler Technologies (Usage)
4. Resolution 98-2020
5. R24-2025 Terms ORIGINAL - Interlocal Agreement Between the City of Stuart & MCSO - Tyler Technologies (Terms)
6. R24-2025 Usage ORIGINAL- Interlocal Agreement Between MCSO and the City of Stuart, Florida - Tyler Technologies (Usage)



CITY OF STUART, FLORIDA

RESOLUTION NUMBER 24-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR THE SHARED IMPLEMENTATION AND USE OF TYLER TECHNOLOGIES IN ORDER TO FUND AND OPERATE A SHARED COUNTYWIDE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEMS; AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER MATTERS.

* * * * *

WHEREAS, the City Commission previously adopted Resolution 98-2020 which established the initial framework for the shared implementation and use of a countywide Computer Aided Dispatch (CAD) and Records Management System (RMS) between the City of Stuart and the Martin County Sheriff's Office (MCSO); and

WHEREAS, the City of Stuart (CITY) and the Martin County Sheriff's Office (MCSO) wish to amend their cooperative partnership under an amended Interlocal Agreement (ILA) which governs the operation and funding of the shared CAD and RMS systems; and

WHEREAS, pursuant to Section 163.01, Florida Statutes, CITY and MCSO are authorized to enter interlocal agreements to improve operational efficiency and promote interoperability between public safety agencies; and

WHEREAS, MCSO is responsible for law enforcement services throughout unincorporated Martin County, Florida, along with several municipalities within the county, operating as the 911 Primary Safety Answering Point (PSAP) for these areas, while the CITY is responsible for law enforcement services within the incorporated City limits and also operates a 911 PSAP for its jurisdiction; and

WHEREAS, both CITY and MCSO utilize computerized systems, including CAD, mobile CAD, and RMS, to provide 911 call processing, emergency service dispatch, and recordkeeping functions, with a shared goal of enhancing public safety through unified technology; and

WHEREAS, MCSO and CITY conducted a joint evaluation of multiple vendors' CAD/Mobile CAD/RMS platforms and selected Tyler Technologies based on its cost efficiency, scalability, and capacity to support the shared use of resources; and

WHEREAS, the Tyler Technologies platform will provide CITY and MCSO with a single, integrated system for emergency communications, enhancing interoperability and reducing costs for both parties; and

WHEREAS, the Interlocal Agreement establishes a term aligned with the lifecycle of the Tyler Technologies contract and includes provisions for severability, ensuring flexibility for both parties should operational needs change; and

WHEREAS, the amended Interlocal Agreement will continue to build on the cooperative efforts previously outlined in Resolution 98-2020, fostering countywide interoperability and improving emergency communication capabilities.

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

SECTION 1: Authorization. The City Commission of the City of Stuart, Florida authorizes the entrance of an Interlocal Agreement between the Martin County Sheriff's Office and the City of Stuart Police Department for the shared implementation and use of Tyler Technologies in order to fund and operate a shared countywide CAD and RMS system.

SECTION 2: Term. The original term of the Interlocal Agreement commenced on September 15, 2021, and continues through the end of life of the agreement with Tyler Technologies or until the opt-out clause is executed in accordance with the termination provisions set forth in the Agreement.

SECTION 3: Execution. The City Commission authorizes the Mayor, City Clerk, the Chief of Police and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 4: Effective Date. This Resolution shall take effect immediately 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:

CAMPBELL RIC, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2025.

Resolution No. 24-2025

Tyler Technologies ILA Stuart/Martin Sheriff's Office Usage and Terms

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

INTERLOCAL AGREEMENT
Between
THE CITY OF STUART, FLORIDA
And the
MARTIN COUNTY SHERIFF'S OFFICE

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (ILA)** is made and entered into this _____ day of _____, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties".

WHEREAS, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

WHEREAS, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

I. DEFINITIONS – see Exhibit A – Tyler Technologies License and Services Agreement (**Section A**).

II. TERM

- a. This agreement shall begin on the ____ day of _____, _____, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).
- b. Upon Stuart initiating Section B, 5.4 of the Tyler license and Services Agreement (See Severability).

III. PURPOSE

- a. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida, along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities including the Town of Jupiter Island and the City of Sewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.

- b. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service area. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
- c. MCSO and Stuart have both initiated projects to modernize and upgrade their existing, multi-vendor computer systems with a single, integrated system. MCSO chose Tyler Technologies as their provider. Stuart chose Tyle due to the cost efficiency of working with MCSO on a joint implementation to included reasoning for better emergency communications.
- d. Stuart and MCSO participated in the review of multiple vendors' CAD/Mobile CAD/RMS systems and likewise both chose Tyler Technologies.
- e. MCSO signed a contract with Tyler Technologies on December 23, 2019, for a complete CAD, mobile CAD, RNS, JMS system, with a total purchase price of \$1,713,026.00. All included components are enumerated in **Exhibit B**. (Tyler Technologies Countywide Law Enforcement Software Cost Breakdown by Agency).
- f. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide considerable cost savings.

IV. RESPONSIBILITY OF MCSO

- a. MCSO will be the business and operational point of contact between Tyler and the Parties.

V. RESPONSIBILITY OF STUART

- a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, Mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end-of-life agreement with Tyler. Initial startup cost, and agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.
- b. Stuart's initial cost is **\$152,602.00** for the five-year lease term paid in full, with additional **\$25,000.00** for data conversion, totaling a one-time payment of **\$177,602.00**.
- c. Annual maintenance fees for the contract term are as follows:

1. January 2021 -	\$24,831
2. January 2022 -	\$25,702
3. January 2023 -	\$26,603

4. January 2024 -	\$27,539
5. January 2025 -	\$28,502

VI. PAYMENT TERMS

- a. The initial payment is due to MCSO within 45 days of this signed Interlocal Agreement. Annual host agency maintenance is a recurring fee due in January, and every year after until the end of the contract with Tyler.

VII. OWNERSHIP OF PROPERTY

- a. All personal property consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.
- b. MCSO will be solely responsible for the disposition of any such property that is surplus or decommissioned during the life of the agreement with Tyler.

VIII. PERSONNEL

- a. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

IX. MISCELLANEOUS

- a. **MODIFICATIONS.** No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly-authorized officers.
- b. **SEVERABILITY.** The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).
 - i. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions, and obligations contained herein shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers.

CITY OF STUART, FLORIDA

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

CAMPBELL RICH
MAYOR

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

ATTEST:

BY: _____
MARY R. KINDEL, MMC
CITY CLERK

JOSEPH TUMMINELLI
CHIEF OF POLICE

MARTIN COUNTY SHERIFF'S OFFICE

Legal Advisor

Signature

Signature

Printed Name

Printed Name



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are (i) the City of Stuart, FL Police Department, (ii) the Town of Jupiter Island, FL Public Safety Department and (iii) the Town of Sewall's Point Police Department. Additional Affiliated Organizations may only be added by a written amendment to this Agreement signed by both parties.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Martin County, FL.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the Invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles

and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. **Affiliated Organizations for the Tyler Software.**
 - 5.1 **Access by Affiliated Organizations.** We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
 - 5.2 **Application of this Agreement.** Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
 - 5.3 **Termination of Access of an Affiliated Organization.** You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement or the Affiliated Organization has elected to voluntarily terminate its access to the Tyler Software on your servers.
 - 5.4 **Transfer of Software to an Affiliated Organization.** Pursuant to Section B(1.5) we may transfer some or all of the Tyler Software detailed in Exhibit A to an Affiliated Organization's hardware system after we provide you written notice that the Affiliated Organization has elected to voluntarily terminate its access to the Tyler Software on your servers. Once the Affiliated Organization has executed a software license and services agreement containing our standard terms and conditions herein, and agrees to pay us for any required or requested technical assistance associated with such transfer, you and the Affiliated Organization may continue to use the Tyler Software on your respective separate hardware systems.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. **Third Party Products Warranties.**
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. **Third Party Services.** If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. **Maintenance.** If you have a Maintenance and Support Agreement in effect, you may report defects and

other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the

software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this

Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of Insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional Insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at

our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a

request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G ("Socrata Agreement") with respect to the Socrata Public Safety Advanced Analytics software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates so does Client's access to the Socrata Public Safety Advanced Analytics software.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party End User License Agreement(s) |
| Exhibit E | Statement of Work |
| | Schedule 1: Implementation and Training Support Services |
| | Schedule 2: Data File Conversion Assistance |
| | Schedule 3: Customer Requested Standard Software Enhancement/Modifications |
| | And/or Custom Software |

Exhibit F Additional Terms for New World Public Safety Hosted Components
Schedule 1: Service Level Agreement
Exhibit G Socrata Terms and Conditions

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

By: [Signature]
Name: Bryan Ruston
Title: President
Date: 12/24/19

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: [Signature]
Name: WILLIAM D. SNYDER
Title: SHERIFF
Date: 12/23/19

Address for Notices:

Martin County
800 SE Monterey Rd
Stuart, FL 34994-4599
Attention: _____

12/23
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Tyler Technologies County Wide Law Enforcement Software System Cost Breakdown by Agency

	Total	Shared Fee*	9-1-1	MCSO (270)	SPD (40)	JIPS (20)	SPPD (10)
One-Time Fee	1,713,026	1,263,350		998,046.50	151,602.00	75,801.00	37,900.50
Percentage of Total				79	12	6	3
Year 1 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 2 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 3 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 4 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 5 Payment				199,609.30	30,320.40	15,160.20	7,580.10
1 st Year Maintenance Recurring Fee	216,032	206,918		163,465.22	24,830.16	12,415.08	6,207.54
Percentage of Total				79	12	6	3
Corrections Service/Software Year 1				84,935.20			
Data Conversion for Year 1					5,000		
Total Cost for Purchase and Maintenance for Year 1			9,114.00	448,009.72	60,150.56	27,575.28	13,787.64

One-time fee 1,713,026

Corrections services/software 424,676

SPD data conversion 25,000

*One-time shared fee 1,263,350

Sole responsibility of MCSO

Sole responsibility of SPD

Shared responsibility of all law enforcement agencies in the county

*All calculations are based on the estimated total number of 340 law enforcement officers in the county

Tyler Technologies County Wide Law Enforcement Software System Cost Breakdown by Agency

Annual maintenance costs: 911 funds will be utilized to pay a portion of the annual maintenance costs (1st year) as follows:

Total 1 st year annual maintenance	216,032
E911 Interface	1,134
NG911 Interface (text to 911)	1,890
GIS: embedded third party software	3,465
ESRI ArcGIS engine runtime for CAD workstations	2,625
<u>Total 911 Responsibility of annual maintenance</u>	<u>9,114</u>
Shared 1 st year annual maintenance fee	206,918

Additionally, if SPD does NOT want to utilize Tracs, they would be solely responsible for purchasing:

LERMS Crash Module License	\$2,400 / maintenance \$504
LE Accident Field Reporting License	\$5,400 / maintenance \$416
<u>Diagramming Software License</u>	<u>\$8,550</u>
	\$16,350 / maintenance \$920

Full system annual maintenance costs for 5 years:

Year	Maintenance Costs
1	0
2	216,032
3	223,303
4	230,801
5	238,599
5 Year Total	908,735

INTERLOCAL AGREEMENT
Between
MARTIN COUNTY SHERIFF'S OFFICE
and the
THE CITY OF STUART, FLORIDA

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (IA)** is made and entered into the ____ day of _____, 2025, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties".

WHEREAS, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

WHEREAS, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

I. TERM

- A. This agreement shall begin on the 15th day of September, 2021, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).

II. PURPOSE

- A. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida, along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities, including the Town of Jupiter Island and the Town of Sewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) are used to provide 911 call processing, emergency service dispatch and record keeping functions.
- B. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service areas. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.

- C. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide county wide interoperability.

III. RESPONSIBILITIES OF MCSO

- A. MCSO will be the business and operational point of contact between Tyler and the Parties.
- B. MCSO will provide common Tyler system support, administration, system and network security and maintenance.
- C. All equipment associated with Tyler will be installed on servers located at MCSO. MCSO will provide power and air conditioning for all required hardware along with backup power in the event of power failure. MCSO will monitor system performance and conduct routine and required maintenance and upgrades as needed.
- D. MCSO will notify Stuart of any maintenance activity, testing or troubles that could affect service for both parties. Actual service interruptions are not expected, but, for example, testing of the primary and backup servers in a disaster recovery simulation would warrant notification.
- E. MCSO will maintain all Tyler Systems backups and will perform restoration if required.
- F. MCSO will provide the Tyler Administrators to administer the system and allow Tyler personnel access as needed to work on the system. The Administrators will train personnel for Stuart and provide training as needed to operate the system.
- G. MCSO will ensure that Stuart's data is only accessible to Stuart personnel to read/write and read only for any other entity. Stuart's data shall be separated by ORI number or any other identifiable means. Stuart shall have read only access to MCSO data to include master name and jail/warrant/locals' files, not to include confidential files.
- H. MCSO will immediately transfer/dispatch any calls for service in the City's jurisdiction per the recent radio agreement.
- I. MCSO will maintain a connection to FDLE for the transmission of Incident Based Reporting (IBR) via the TYLER system.

IV. RESPONSIBILITIES OF STUART

- A. Cost Reimbursement

- a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end-of-life agreement with Tyler. Initial startup cost, any agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.
- B. Stuart will provide and support all equipment, network connections, software and maintenance required for any portion of the Tyler System exclusively devoted to their operation.
- C. Stuart will handle the initial system user training directly with Tyler as necessary to implement its portion of the system. User support will be available from Tyler or MCSO if needed.
- D. Designated Stuart personnel will work with MCSO as the agency administrators and points of contact regarding system issues, questions, etc. The agency administrators are the only personnel expected to contact Tyler or MCSO regarding the system.
- E. Stuart will immediately transfer/dispatch any calls for service in the County's jurisdiction per the recent radio agreement.
- F. Stuart will be responsible for their own IBR testing, submissions, approvals, and verifications via the FDLE provided web-based systems.

V. RESPONSIBILITIES OF ALL PARTIES

- A. The Parties will keep each other informed in a timely fashion about any system activity that could affect each other.
- B. The Parties will provide network security, malware, virus protection, filters, firewalls, etc. to protect their network and the Tyler system from intrusion and/or infiltration.
- C. The Parties will maintain and share up-to-date personnel contact lists for routine and emergency communications between each other.\
- D. The Parties will administer their own user's logins and permissions for access to the Tyler System.
- E. Each Partin is responsible for payments to Tyler for support, assistance, or training from Tyler for any item specific to that agency's implementation which is not covered by Tyler's normal initial or annual maintenance.
- F. The Parties will take all steps to ensure access and continuity of the Tyler system.

VI. OWNERSHIP OF PROPERTY

- A. All personal property consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.
- B. MCSO will be solely responsible for the disposition of any such property that is surplus or decommissioned during the life of the agreement with Tyler.

VII. PERSONNEL

- A. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

VIII. CRIMINAL JUSTICE INFORMATION

- A. MCSO hosts and maintains a Virtual Message Switch for the Tyler system allowing a connection to the CJ Net. This connection is used by users to access Criminal Justice Information.
- B. Stuart agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the MCSO, dated _____, a copy of which is attached to this Interagency Agreement to include but not be limited to the FBI CJIS Security Policy.
- C. Stuart shall make use of the systems for authorized criminal justice purposes only.
- D. Stuart will maintain any Criminal Justice Information in a secure place and will destroy records containing such information in compliance with all applicable federal and state laws.
- E. All Criminal Justice Information transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
- F. Stuart users whose fingerprints are retained, by Stuart, per CJIS Security Policy must be evaluated and possibly denied access to the Tyler system immediately following a change to their criminal history records notified through FDLE FLACON/FINS notification system.

- G. Vendors under contract with Stuart may be allowed escorted access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.
- H. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
- I. Stuart will have a written policy for discipline of personnel who access the Tyler system for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures and will provide a copy of the policy to MCSO for its records.
- J. MCSO has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.
- K. MCSO reserves the right to deny access to the Tyler system or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

IX. MISCELLANEOUS

- A. MODIFICATIONS – No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly authorized officers.
- B. SEVERABILITY – The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).
 - a. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable, or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials:

MARTIN COUNTY SHERIFF’S OFFICE

WITNESS

_____/_____
John M. Budensiek, Sheriff Date

Witness Name and Title Date

ATTEST:

CITY OF STUART, FLORIDA

BY:_____
MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

DATE:_____

JOSEPH TUMMINELLI
CHIEF OF POLICE

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



CITY OF STUART, FLORIDA

RESOLUTION NUMBER 98-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND THE MARTIN COUNTY SHERIFF'S OFFICE FOR SHARING OF INFRASTRUCTURE AND RESOURCES TO IMPLEMENT AND MAINTAIN TYLER INTEGRATED CAD, MOBILE CAD AND LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

* * * * *

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

SECTION 1: This authorization is to approve the execution of payment for a five-year lease in full; and data conversion for the new shared Tyler Technologies System. The Tyler Technologies system replaces the antiquated Computer Aided Dispatch and Records Management System for the City of Stuart Police Department. The lump sum payment is due within 45 days. A maintenance schedule payment scale for the next five years is recurring. The payment agreement between the City of Stuart and the Martin County Sheriff's Office for the Tyler shared CAD and RMS lease between the City of Stuart will be followed with another logistical ILA in the future.

Stuart Police Department –

Stuart's initial cost is \$152,602.00 for the five-year lease term paid in full, with additional \$25,000.00 for data conversion for five years, totaling a one-time payment of **\$177,602.00**.

Maintenance Schedule Agreement-

- January 2021- \$24,831
- January 2022- \$25,702
- January 2023- \$26,603
- January 2024- \$27,539
- January 2025- \$28,502

The City of Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end of life agreement with Tyler Technologies.

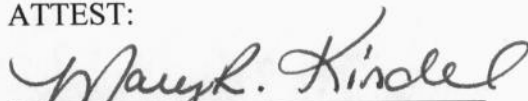
Commissioner CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
VACANT, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			

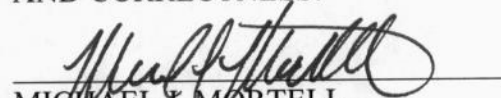
ADOPTED this 10th day of August, 2020.

ATTEST:


MARY R. KINDEL
CITY CLERK


MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY





LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A and licensed to you under this Agreement. Permissible Affiliated Organizations are (i) the City of Stuart, FL Police Department, (ii) the Town of Jupiter Island, FL Public Safety Department and (iii) the Town of Sewall's Point Police Department. Additional Affiliated Organizations may only be added by a written amendment to this Agreement signed by both parties.
- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Martin County, FL.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles

and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. Affiliated Organizations for the Tyler Software.
 - 5.1 Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
 - 5.2 Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
 - 5.3 Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement or the Affiliated Organization has elected to voluntarily terminate its access to the Tyler Software on your servers.
 - 5.4 Transfer of Software to an Affiliated Organization. Pursuant to Section B(1.5) we may transfer some or all of the Tyler Software detailed in Exhibit A to an Affiliated Organization's hardware system after we provide you written notice that the Affiliated Organization has elected to voluntarily terminate its access to the Tyler Software on your servers. Once the Affiliated Organization has executed a software license and services agreement containing our standard terms and conditions herein, and agrees to pay us for any required or requested technical assistance associated with such transfer, you and the Affiliated Organization may continue to use the Tyler Software on your respective separate hardware systems.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and

other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the

software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this

Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at

our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a

request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Socrata Terms and Conditions. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G ("Socrata Agreement") with respect to the Socrata Public Safety Advanced Analytics software as more particularly described in Exhibit A attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein. If the Agreement terminates so does Client's access to the Socrata Public Safety Advanced Analytics software.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party End User License Agreement(s) |
| Exhibit E | Statement of Work |
| | Schedule 1: Implementation and Training Support Services |
| | Schedule 2: Data File Conversion Assistance |
| | Schedule 3: Customer Requested Standard Software Enhancement/Modifications |
| | And/or Custom Software |

Exhibit F Additional Terms for New World Public Safety Hosted Components
Schedule 1: Service Level Agreement
Exhibit G Socrata Terms and Conditions

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

By: [Signature]
Name: Bryan Proctor
Title: President
Date: 12/24/19

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

By: [Signature]
Name: WILLIAM D SNYDER
Title: SHERIFF
Date: 12/23/19

Address for Notices:

Martin County
800 SE Monterey Rd
Stuart, FL 34994-4599
Attention: _____

Tyler Technologies County Wide Law Enforcement Software System Cost Breakdown by Agency

	Total	Shared Fee*	9-1-1	MCSO (270)	SPD (40)	JIPS (20)	SPPD (10)
One-Time Fee	1,713,026	1,263,350		998,046.50	151,602.00	75,801.00	37,900.50
Percentage of Total				79	12	6	3
Year 1 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 2 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 3 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 4 Payment				199,609.30	30,320.40	15,160.20	7,580.10
Year 5 Payment				199,609.30	30,320.40	15,160.20	7,580.10
1 st Year Maintenance Recurring Fee	216,032	206,918		163,465.22	24,830.16	12,415.08	6,207.54
Percentage of Total				79	12	6	3
Corrections Service/Software Year 1				84,935.20			
Data Conversion for Year 1					5,000		
Total Cost for Purchase and Maintenance for Year 1			9,114.00	448,009.72	60,150.56	27,575.28	13,787.64

One-time fee 1,713,026
 Corrections services/software 424,676
 SPD data conversion 25,000
 *One-time shared fee 1,263,350

Sole responsibility of MCSO
 Sole responsibility of SPD
 Shared responsibility of all law enforcement agencies in the county

*All calculations are based on the estimated total number of 340 law enforcement officers in the county

Tyler Technologies County Wide Law Enforcement Software System Cost Breakdown by Agency

Annual maintenance costs: 911 funds will be utilized to pay a portion of the annual maintenance costs (1st year) as follows:

Total 1 st year annual maintenance	216,032
E911 Interface	1,134
NG911 Interface (text to 911)	1,890
GIS: embedded third party software	3,465
ESRI ArcGIS engine runtime for CAD workstations	2,625
Total 911 Responsibility of annual maintenance	9,114
Shared 1 st year annual maintenance fee	206,918

Additionally, if SPD does NOT want to utilize Tracs, they would be solely responsible for purchasing:

LERMS Crash Module License	\$2,400 / maintenance \$504
LE Accident Field Reporting License	\$5,400 / maintenance \$416
Diagramming Software License	\$8,550
	\$16,350 / maintenance \$920

Full system annual maintenance costs for 5 years:

Year	Maintenance Costs
1	0
2	216,032
3	223,303
4	230,801
5	238,599
5 Year Total	908,735

**Interlocal Agreement
Between the
City of Stuart, Florida
and the
Martin County Sheriff's Office**

*Sharing of Infrastructure and
Resources to Implement and Maintain
Tyler Integrated CAD, Mobile CAD
And Law Enforcement Records
Management Systems*

August 10, 2020

INTERLOCAL AGREEMENT
Between
THE CITY OF STUART, FLORIDA
and the
MARTIN COUNTY SHERIFF'S OFFICE

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (ILA)** is made and entered into this 10th day of August, 2020, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties."

WHEREAS, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

WHEREAS, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

I. DEFINITIONS – see Exhibit A – Tyler Technologies License and Services Agreement (**Section A**)

II. TERM

- a. This agreement shall begin on the 10th day of August, 2020, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).
- b. Upon Stuart initiating Section B, 5.4 of the Tyler License and Services Agreement (See Severability).

III. PURPOSE

- a. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities including the Town of Jupiter Island and the City Sewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
- b. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service areas. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
- c. MCSO and Stuart have both initiated projects to modernize and upgrade their existing, multi-vendor computer systems with a single, integrated system. MCSO chose Tyler Technologies as their provider. Stuart chose Tyler due to the cost efficiency of working with MCSO on a joint implementation to include reasoning for better emergency communications.
- d. Stuart and MCSO participated in the review of multiple vendor's CAD/Mobile CAD/RMS systems and likewise both chose Tyler Technologies.
- e. MCSO signed a contract with Tyler Technologies on December 23, 2019, for a complete CAD, mobile CAD, RMS, JMS system, with a total purchase price of \$1,713,026.00. All included components are enumerated in **Exhibit B**. (Tyler Technologies Countywide Law Enforcement Software Cost Breakdown by Agency)
- f. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide considerable cost savings.

IV. RESPONSIBILITY OF MCSO

- A. MCSO will be the business and operational point of contact between Tyler and the Parties.

V. RESPONSIBILITY OF STUART

Cost Reimbursement

- a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end of life agreement with Tyler. Initial startup cost, any agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.
- b. Stuart's initial cost is **\$152,602.00** for the five-year lease term paid in full, with additional **\$25,000.00** for data conversion, totaling a one-time payment of **\$177,602.00**.
- c. Annual maintenance fees for the contract term are as follows:

1. January 2021-	\$24,831
2. January 2022-	\$25,702
3. January 2023-	\$26,603
4. January 2024-	\$27,539
5. January 2025-	\$28,502

VI. PAYMENT TERMS

- A. The initial payment is due to MCSO within 45 days of this signed Interlocal Agreement. Annual host agency maintenance is a recurring fee due in January, and every year after until the end of the contract with Tyler.

VII. OWNERSHIP OF PROPERTY

- A. All personal property, consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.
- B. MCSO will be solely responsible for the disposition of any such property that is surplus or decommissioned during the life of the agreement with Tyler.

VIII. PERSONNEL

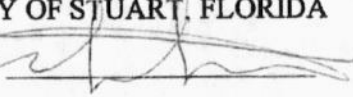
- A. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

IX. MISCELLANEOUS

- A. **MODIFICATIONS.** No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly-authorized officers.
- B. **SEVERABILITY.** The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).
- a. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

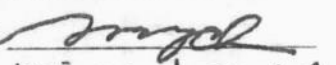
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers.

CITY OF STUART, FLORIDA

BY: 

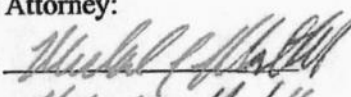
MICHAEL J. MILLER
Printed Name

MARTIN COUNTY SHERIFF'S OFFICE

BY: 

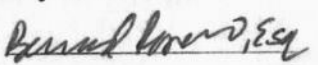
WILLIAM A. SNYDER
Printed Name

City Attorney:

BY: 

Michael J. Miller
Printed Name

Attorney or Witness:

BY: 

Bernard Romero, Esq.
Printed Name

INTERLOCAL AGREEMENT
Between
THE CITY OF STUART, FLORIDA
and the
MARTIN COUNTY SHERIFF'S OFFICE

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (ILA)** is made and entered into this 10th day of August, 2020, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties."

WHEREAS, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

WHEREAS, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

- I. DEFINITIONS** – see Exhibit A – Tyler Technologies License and Services Agreement (Section A)
- II. TERM**
 - a. This agreement shall begin on the 10th day of August, 2020, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).
 - b. Upon Stuart initiating Section B, 5.4 of the Tyler License and Services Agreement (See Severability).

III. PURPOSE

- a. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities including the Town of Jupiter Island and the City of Seewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
- b. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service areas. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
- c. MCSO and Stuart have both initiated projects to modernize and upgrade their existing, multi-vendor computer systems with a single, integrated system. MCSO chose Tyler Technologies as their provider. Stuart chose Tyler due to the cost efficiency of working with MCSO on a joint implementation to include reasoning for better emergency communications.
- d. Stuart and MCSO participated in the review of multiple vendor's CAD/Mobile CAD/RMS systems and likewise both chose Tyler Technologies.
- e. MCSO signed a contract with Tyler Technologies on December 23, 2019, for a complete CAD, mobile CAD, RMS, JMS system, with a total purchase price of \$1,713,026.00. All included components are enumerated in **Exhibit B**. (Tyler Technologies Countywide Law Enforcement Software Cost Breakdown by Agency)
- f. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide considerable cost savings.

IV. RESPONSIBILITY OF MCSO

- A. MCSO will be the business and operational point of contact between Tyler and the Parties.

V. RESPONSIBILITY OF STUART

Cost Reimbursement

- a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end of life agreement with Tyler. Initial startup cost, any agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.
- b. Stuart's initial cost is **\$152,602.00** for the five-year lease term paid in full, with additional **\$25,000.00** for data conversion, totaling a one-time payment of **\$177,602.00**.
- c. Annual maintenance fees for the contract term are as follows:

1. January 2021-	\$24,831
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3. January 2023-	\$26,603
4. January 2024-	\$27,539
5. January 2025-	\$28,502

VI. PAYMENT TERMS

- A. The initial payment is due to MCSO within 45 days of this signed Interlocal Agreement. Annual host agency maintenance is a recurring fee due in January, and every year after until the end of the contract with Tyler.

VII. OWNERSHIP OF PROPERTY

- A. All personal property, consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.
- B. MCSO will be solely responsible for the disposition of any such property that is surplus or decommissioned during the life of the agreement with Tyler.

VIII. PERSONNEL

- A. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

IX. MISCELLANEOUS

- A. **MODIFICATIONS.** No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly-authorized officers.
- B. **SEVERABILITY.** The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).
- a. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

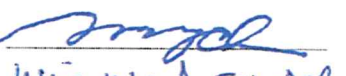
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers.

CITY OF STUART, FLORIDA

BY: 

Printed Name

MARTIN COUNTY SHERIFF'S OFFICE

BY: 

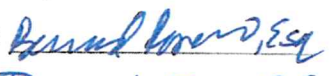
Printed Name

City Attorney:

BY: 

Printed Name

Attorney or Witness:

BY: 

Printed Name

INTERLOCAL AGREEMENT
Between
MARTIN COUNTY SHERIFF'S OFFICE
and the
THE CITY OF STUART, FLORIDA

For the shared implementation and use of Tyler Technologies

This **INTERLOCAL AGREEMENT (IA)** is made and entered into this 28TH day of OCTOBER, 2022, by and between the City of Stuart (hereinafter "Stuart") and the Martin County Sheriff's Office (hereinafter "MCSO"), herein referred to collectively as "Parties."

WHEREAS, the Parties wish to form a cooperative partnership in order to fund and operate a shared countywide CAD and RMS system; and

WHEREAS, the Parties, pursuant to 163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms:

I. TERM

- A. This agreement shall begin on the 15TH day of SEPTEMBER, 2021, and continue through the end of life of the agreement with Tyler Technologies or until the opt out clause is executed (See Severability in MCSO Tyler Agreement).

II. PURPOSE

- A. MCSO is responsible for law enforcement throughout unincorporated Martin County, Florida along with several municipalities within the county to include the Village of Indiantown and the Town of Ocean Breeze. In addition, MCSO operates the 911 Primary Safety Answering Point (PSAP) for its service areas assisting municipalities including the Town of Jupiter Island and the Town of Sewall's Point. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) are used to provide 911 call processing, emergency service dispatch and record keeping functions.

- B. Stuart is responsible for law enforcement throughout the Incorporated City jurisdiction. In addition, Stuart operates the 911 Primary Safety Answering Point (PSAP) for its service areas. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management Systems (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
- C. The Tyler platform has the capacity and resources to support the shared use of the system by both MCSO and Stuart. The Parties' joint use of the Tyler infrastructure, software, and common resources will provide county wide interoperability.

III. RESPONSIBILITIES OF MCSO

- A. MCSO will be the business and operational point of contact between Tyler and the Parties.
- B. MCSO will provide common Tyler system support, administration, system and network security and maintenance.
- C. All equipment associated with Tyler will be installed on servers located at MCSO. MCSO will provide power and air conditioning for all required hardware along with backup power in the event of power failure. MCSO will monitor system performance and conduct routine and required maintenance and upgrades as needed.
- D. MCSO will notify Stuart of any maintenance activity, testing or troubles that could affect service for both parties. Actual service interruptions are not expected, but, for example, testing of the primary and backup servers in a disaster recovery simulation would warrant notification.
- E. MCSO will maintain all Tyler Systems backups and will perform restoration if required.
- F. MCSO will provide the Tyler Administrators to administer the system and allow Tyler personnel access as needed to work on the system. The Administrators will train personnel for Stuart and provide training as needed to operate the system.
- G. MCSO will ensure that Stuart's data is only accessible to Stuart personnel to read/write and read only for any other entity. Stuart's data shall be separated by ORI number or any other identifiable means. Stuart shall have read only access to MCSO data to include master name and jail/warrant/locals' files, not to include confidential files.

H. MCSO will immediately transfer/dispatch any calls for service in the City's jurisdiction per the recent radio agreement.

I. MCSO will maintain a connection to FDLE for the transmission of Incident Based Reporting (IBR) via the TYLER system.

IV. RESPONSIBILITIES OF STUART

A. Cost Reimbursement

a. Stuart agrees to pay the following to MCSO for access to all Tyler Software platforms including but not limited to CAD, mobile CAD, RMS, all report and citation functions, master name, evidence, crash, ticket, etc. Stuart will be granted access to its data and use of all systems through end-of-life agreement with Tyler. Initial startup cost, any agency add-ons, any per user hardware/software/license fee, and an agreed upon percentage of the total cost of the system, along with the percentage of the annual maintenance.

B. Stuart will provide and support all equipment, network connections, software and maintenance required for any portion of the Tyler System exclusively devoted to their operation.

C. Stuart will handle the initial system user training directly with Tyler as necessary to implement its portion of the system. User support will be available from Tyler or MCSO if needed.

D. Designated Stuart personnel will work with MCSO as the agency administrators and points of contact regarding system issues, questions, etc. The agency administrators are the only personnel expected to contact Tyler or MCSO regarding the system.

E. Stuart will immediately transfer/dispatch any calls for service in the County's jurisdiction per the recent radio agreement.

F. Stuart will be responsible for their own IBR testing, submissions, approvals, and verifications via the FDLE provided web-based systems.

V. RESPONSIBILITIES OF ALL PARTIES

A. The Parties will keep each other informed in a timely fashion about any system activity that could affect each other.

- B. The Parties will provide network security, malware, virus protection, filters, firewalls, etc. to protect their network and the Tyler system from intrusion and/or infiltration.
- C. The Parties will maintain and share up-to-date personnel contact lists for routine and emergency communications between each other.
- D. The Parties will administer their own user's logins and permissions for access to the Tyler System.
- E. Each Party is responsible for payments to Tyler for support, assistance, or training from Tyler for any item specific to that agency's implementation which is not covered by Tyler's normal initial or annual maintenance.
- F. The Parties will take all steps to ensure access and continuity of the Tyler system.

VI. OWNERSHIP OF PROPERTY

- A. All personal property, consisting of computer and associated equipment provided for the Tyler System and located in MCSO buildings will be owned by MCSO with access granted to Stuart for use of the system.
- B. MCSO will be solely responsible for the disposition of any such property that is surplus or decommissioned during the life of the agreement with Tyler.

VII. PERSONNEL

- A. The employees of MCSO and Stuart are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including worker's compensation claims of each respective Party's employees. MCSO or Stuart shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of their employment.

VIII. CRIMINAL JUSTICE INFORMATION

- A. MCSO hosts and maintains a Virtual Message Switch for the Tyler system allowing a connection to the CJ Net. This connection is used by users to access Criminal Justice Information.

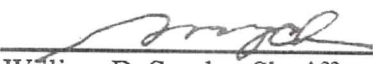
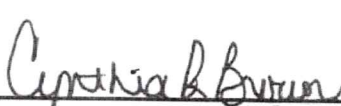
- B. Stuart agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the MCSO, dated January 2, 2020, a copy of which is attached to this Interagency Agreement, to include but not be limited to the FBI CJIS Security Policy.
- C. Stuart shall make use of the systems for authorized criminal justice purposes only.
- D. Stuart will maintain any Criminal Justice Information in a secure place and will destroy records containing such information in compliance with all applicable federal and state laws.
- E. All Criminal Justice Information transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
- F. Stuart users whose fingerprints are retained, by Stuart, per CJIS Security Policy must be evaluated and possibly denied access to the Tyler system immediately following a change to their criminal history records notified through FDLE FALCON/FINS notification system.
- G. Vendors under contract with the Stuart may be allowed escorted access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.
- H. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
- I. Stuart will have a written policy for discipline of personnel who access the Tyler system for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures and will provide a copy of that policy to MCSO for its records.
- J. MCSO has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.
- K. MCSO reserves the right to deny access to the Tyler system or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

IX. MISCELLANEOUS

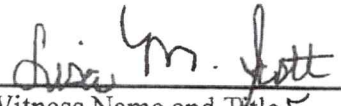
- A. **MODIFICATIONS.** No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties and executed by their duly authorized officers.
- B. **SEVERABILITY,** The provisions of the Interlocal Agreement are hereby deemed and declared severable. Notice of such shall be in writing to the other Party with no less than 30 days' notice in accordance with the Tyler License and Services Agreement Section B, 5.4 (Transfer of Software to an Affiliated Organization).
 - a. If any of the provisions of this Interlocal Agreement, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable, or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials

MARTIN COUNTY SHERIFF'S OFFICE WITNESS

BR
 10/25/22  10/25/22
William D. Snyder, Sheriff Date Witness Name and Title Exec. Asst. Date

STUART POLICE DEPARTMENT WITNESS

 LUMMINELLI 10/28/22  10/28/22
Joseph Lumminelli, Chief Date Witness Name and Title Exec. Asst. Date
ORD-FL 0430100

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

Meeting Date: 2/10/2025

Prepared by: Joseph Tumminelli

Title of Item:

INTERLOCAL AGREEMENT WITH MARTIN COUNTY RELATED TO DIRECT RADIO COMMUNICATIONS (RC):

RESOLUTION No. 25-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES RELATED TO DIRECT RADIO COMMUNICATION BETWEEN 9-1-1 PUBLIC SAFETY ANSWERING POINTS AND FIRST RESPONDERS, PURSUANT TO SECTION 365.179, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Section 365.179, Florida Statutes (the "new law"), requires each County Sheriff, in collaboration with all first responder agency heads within the county, to facilitate the development and execution of an interlocal agreement between all first responder agencies within the county.

The City Commission previously adopted Resolution No. 113-2019, which addressed the requirements and authorized an Interlocal Agreement to comply with Section 365.179, Florida Statutes.

To remain in compliance with the updated statutory requirements and to reflect the current terms of the Interlocal Agreement, the City of Stuart Police Department is legally required to execute an updated Interlocal Agreement with all Martin County, Florida first responder agencies, providing for notice by radio of a public safety emergency, as defined in the revised Interlocal Agreement, to the on-duty personnel of the City of Stuart Police Department for which the PSAP does not provide primary dispatch functions.

Funding Source:

N/A

Recommended Action:

Approve Resolution 25-2025 authorizing an Interlocal Agreement between Martin County First Responder Agencies.

ATTACHMENTS:

1. R25-2025 Interlocal Agreement relating to Direct Radio Communications Between 911 PSAPS and First Responders Pursuant to F.S 365.179
2. R25-2025 Updated - An Interlocal Agreement Between Martin County First Responder Agencies
3. Resolution 113-2019



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

RESOLUTION NUMBER 25-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES RELATED TO DIRECT RADIO COMMUNICATION BETWEEN 9-1-1 PUBLIC SAFETY ANSWERING POINTS AND FIRST RESPONDERS, PURSUANT TO SECTION 365.179, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” (“the Act”), authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission (the “Commission”), established within the Florida Department of Law Enforcement during the 2018 legislative session, was created to identify and address issues presented by the tragedy at Marjory Stoneman Douglas High School in Parkland, Florida, on February 14, 2018; and

WHEREAS, the Commission recommended that counties develop and implement communication systems that allow direct radio communications between 9-1-1 public safety

answering points (PSAPs) and first responders outside the PSAP's normal service area, thereby enabling more efficient dispatch of first responders; and

WHEREAS, pursuant to the Commission's recommendations, the Florida Legislature enacted Section 365.179, Florida Statutes, titled "Direct radio communication between 911 public safety answering points and first responders"; and

WHEREAS, Section 365.179, Florida Statutes (the "new law"), requires each County Sheriff, in collaboration with all first responder agency heads within the county, to facilitate the development and execution of an interlocal agreement between all first responder agencies within the county; and

WHEREAS, the City Commission previously adopted Resolution No. 113-2019, which addressed the requirements and authorized an Interlocal Agreement to comply with Section 365.179, Florida Statutes; and

WHEREAS, to remain in compliance with the updated statutory requirements and to reflect the current terms of the Interlocal Agreement, the City of Stuart Police Department is legally required to execute an updated Interlocal Agreement with all Martin County, Florida first responder agencies, providing for notice by radio of a public safety emergency, as defined in the revised Interlocal Agreement, to the on-duty personnel of the City of Stuart Police Department for which the PSAP does not provide primary dispatch functions.

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

SECTION 1: Authorization. The City Commission of the City of Stuart, Florida authorizes the entrance of an Interlocal Agreement between Martin County First Responder Agencies and the City of Stuart for Direct radio communication between 9-1-1 public safety answering points and first responders.

SECTION 2: Term. The term of the Interlocal Agreement shall take effect upon execution and approval by all the Martin County First Responder Agencies and shall continue in full force and effect until terminated by operation or otherwise subject to sunset under Florida Statute.

SECTION 3: Execution. The City Commission authorizes the Mayor, Chief of Police, City Clerk, and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 4: Effective Date. This Resolution shall take effect immediately 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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission’s recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, FSS 365.179 requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies (“AGENCY” or collectively “AGENCIES” or “Parties”) within the county which provides for inter-agency communications as required under this law.

NOW, THEREFORE, in consideration of the foregoing, the AGENCIES agree as follows:

Article 1. Purpose

This agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

Article 2. Definitions

- A. “9-1-1 public safety answering point” or “PSAP” means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.
- B. “First responder agency” includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, as is designated as a primary first responder for the service area in which a 9-1-1 public safety answering point receives 9-1-1 calls. See list of Martin County First Responder Agencies, Exhibit A.

- C. “Public safety emergency” or “event” for purposes of this Interlocal Agreement includes, but is not limited to, an incident where a person(s) is actively engaging in causing death or serious bodily injury to multiple victims. This may be the result of an active shooter and/or other hostile event where the potential for death or serious bodily injury is imminent and/or occurring.

Article 3. Each AGENCY agrees that:

A. Each PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of an AGENCY for which the PSAP does not provide primary dispatch functions as follows:

1. Each PSAP shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
2. Upon the occurrence of a public safety emergency, if the primary PSAP with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 shall, upon supervisor approval, immediately broadcast all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the agency with jurisdiction over the service area where the event is occurring.
3. Notwithstanding, once the event has been dispatched by the primary PSAP with jurisdiction, PSAPs outside the service area of the event will transfer additional 9-1-1 calls to the primary PSAP.

B. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each AGENCY, and/or PSAP shall be responsible for training their respective personnel.

Article 4. Effective Date and Term of Agreement

This Agreement shall take effect upon execution and approval by the hereinafter named AGENCIES and shall continue in full force and effect until terminated by operation or otherwise subject to sunset under Florida Statute.

Article 5. Liability

Each AGENCY shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency’s employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent

by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

Article 6. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 7. Relationship of the Parties

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties.

Article 8. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency.

Article 9. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 10. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 11. Amendments to this Agreement

Any amendments to this Agreement shall be by written instrument executed by all AGENCIES.

Article 12. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

Article 13. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Martin County, Florida.

Article 14. Entirety of Contractual Agreement

The AGENCIES agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the AGENCIES hereto have caused this Interlocal Agreement to be executed for the uses and purposes set forth herein.

ATTEST:

MARTIN COUNTY SHERIFF'S OFFICE

BY: _____

JOHN M. BUDENSIEK, SHERIFF

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BERNARD R. ROMERO, LEGAL ADVISOR

(MARTIN COUNTY FIRE RESCUE)

ATTEST:

BOARD OF COUNTY COMMISSIONERS

MARTIN COUNTY, FLORIDA

SARAH HEARD, CHAIRMAN

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

SARAH WOODS, COUNTY ATTORNEY

ATTEST:

CITY OF STUART, FLORIDA

BY: _____
MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

DATE: _____

JOSEPH TUMMINELLI
CHIEF OF POLICE

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

ATTEST:

TOWN OF SEWALL’S POINT

BY: _____

TINA CIECHANOWSKI, CHIEF OF POLICE

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

GLENN TORCIVIA, TOWN ATTORNEY

ATTEST:

TOWN OF JUPITER ISLAND

BY: _____

MICHAEL EWING, PUBLIC SAFETY DIRECTOR

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

THOMAS BAIRD, JONES FOSTER

EXHIBIT A

FIRST RESPONDER AGENCIES WITHIN THE JURISDICTIONAL BOUNDARIES OF MARTIN COUNTY

LAW ENFORCEMENT AGENCIES:

Martin County Sheriff's Office

City of Stuart Police Department

Town of Jupiter Island Public Safety Department

Town of Sewall's Point Police Department

FIRE SERVICE AGENCIES:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department

EMERGENCY MEDICAL SERVICES PROVIDERS:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department



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

RESOLUTION NUMBER 113-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND MARTIN COUNTY ("COUNTY") TO PROVIDE DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC SAFETY ANSWERING POINTS AND ON-DUTY CITY PERSONNEL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 163.01 Fla. Stat., known as the "Florida Interlocal Corporation Act of 1969" ("the Act"), 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 Marjory Stoneman Douglas High School Public Safety Commission (the "Commission"), within the Florida Department of Law Enforcement, was established during the 2018 legislative session, to identify and address issues presented by the tragedy that occurred at Marjory Stoneman Douglas High School in Parkland, Florida on February 14, 2018; and

WHEREAS, the Commission has recommended that counties be required to develop and implement communication systems that allow direct radio communications between 9-1-1 public safety answering points (PSAPs) and first responders outside the PSAP's normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, pursuant to the Commission's recommendations, the Florida Legislature enacted Florida State Statute §365.179, entitled "Direct radio communication between 911 public safety answering points and first responders"; and

WHEREAS, Section 365.179, Florida Statutes (the new law), requires each County Sheriff, in collaboration with all first responder agency heads in his/her county, to facilitate the development and execution of an interlocal agreement between all first responder agencies within the county; and

WHEREAS, in accordance with the new law, the City of Stuart is legally required to execute an Interlocal Agreement with Martin County, Florida providing for notice by radio of a public safety emergency, in times of emergency as defined in this Agreement, to the on-duty personnel of the City of Stuart for which the PSAP does not provide primary dispatch functions.

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

SECTION 1: The City Commission of the City of Stuart, Florida, hereby finds the execution of that Interlocal Agreement between Martin County First Responder Agencies is in the interest of public safety.

SECTION 2: The City Commission hereby approves execution of that Interlocal Agreement between the City and the County in form and substance similar to that attached hereto as **Exhibit "A"**.

SECTION 3: The Mayor is hereby authorized to execute five (5) originals of the Agreement. The Mayor is authorized to execute all ancillary documents related to the Agreement.

SECTION 4: All five (5) originals of the Agreement signed by the Mayor, shall be provided to Joseph Tumminelli, City of Stuart Police Chief, to obtain execution of the Agreement by the County. Chief Joseph Tumminelli shall be responsible that one (1) fully executed Agreement is returned to the City for forwarding to the City Clerk for retention as a public record.

SECTION 5: This resolution shall take effect in accordance with law.

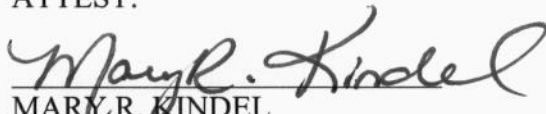
Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 9th day of December, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY



AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Marjory Stoneman Douglas High School Public Safety Commission recommended that counties be required to develop and implement communication systems that allow direct radio communication between public safety answering points (PSAPs) and first responders outside the PSAPs normal service area to provide for more efficient dispatch of first responders; and

WHEREAS, in response to the Commission's recommendations, the Florida Legislature created Section 365.179, Florida Statutes (Direct radio communication between 9-1-1 public safety answering points and first responders); and

WHEREAS, FSS 365.179 requires each County Sheriff to facilitate an interlocal agreement between all first responder agencies ("AGENCY" or collectively "AGENCIES" or "Parties") within the county which provides for inter-agency communications as required under this law.

NOW, THEREFORE, in consideration of the foregoing, the AGENCIES agree as follows:

Article 1. Purpose

This agreement sets forth the protocols under which a PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions.

Article 2. Definitions

- A. "9-1-1 public safety answering point" or "PSAP" means a municipal or county emergency communications or 9-1-1 call center in the state that receives cellular, landline, or text –to– 9-1-1 communications.
- B. "First responder agency" includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, as is designated as a primary first responder for the service area in which a 9-1-1 public

INTERLOCAL AGREEMENT- PSAP

safety answering point receives 9-1-1 calls. See list of Martin County First Responder Agencies, Exhibit A.

- C. "Public safety emergency" or "event" for purposes of this Interlocal Agreement includes, but is not limited to, an incident where a person(s) is actively engaging in causing death or serious bodily injury to multiple victims. This may be the result of an active shooter and/or other hostile event where the potential for death or serious bodily injury is imminent and/or occurring.

Article 3. Each AGENCY agrees that:

A. Each PSAP will directly provide notice by radio of a public safety emergency to the on – duty personnel of an AGENCY for which the PSAP does not provide primary dispatch functions as follows:

1. Each PSAP shall have the ability to have direct radio contact with all primary first responder agencies and their dispatchers for whom the PSAP can reasonably receive 9-1-1 communications.
2. Upon the occurrence of a public safety emergency, if the primary PSAP with jurisdiction has not yet dispatched the event, the PSAP receiving the event from 9-1-1 shall, upon supervisor approval, immediately broadcast all 9-1-1 communications or public safety information regarding the emergency over the primary talk group/dispatch channel designated for such communications to the agency with jurisdiction over the service area where the event is occurring.
3. Notwithstanding, once the event has been dispatched by the primary PSAP with jurisdiction, PSAPs outside the service area of the event will transfer additional 9-1-1 calls to the primary PSAP.

B. Training shall be provided to all applicable agency personnel regarding the procedures and protocols set forth in this Agreement; such training shall also include radio functionality and how to readily access the necessary dispatch channel. Each AGENCY, and/or PSAP shall be responsible for training their respective personnel.

Article 4. Effective Date and Term of Agreement

This Agreement shall take effect upon execution and approval by the hereinafter named AGENCIES and shall continue in full force and effect until terminated by operation or otherwise subject to sunset under Florida Statute.

Article 5. Liability

Each AGENCY shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the

INTERLOCAL AGREEMENT- PSAP

provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to any agency. Nothing herein shall be construed as consent by any agency to be sued by third parties in any matter, whether arising out of this agreement or any other contract.

Article 6. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 7. Relationship of the Parties

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties.

Article 8. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any Agency.

Article 9. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 10. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 11. Amendments to this Agreement

Any amendments to this Agreement shall be by written instrument executed by all AGENCIES.

Article 12. Assignment; Binding Agreement

This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

INTERLOCAL AGREEMENT- PSAP

Article 13. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Martin County, Florida.

Article 14. Entirety of Contractual Agreement

The AGENCIES agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the AGENCIES hereto have caused this Interlocal Agreement to be executed for the uses and purposes set forth herein.

INTERLOCAL AGREEMENT- PSAP

ATTEST:

MARTIN COUNTY SHERIFF'S OFFICE

BY: Cynthia R Brown

[Signature]

WILLIAM D. SNYDER
SHERIFF

DATE: 12/12/19

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

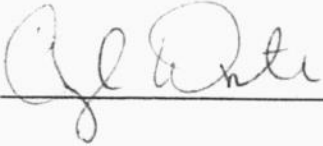
[Signature]

GLENN THEOBALD
CHIEF DEPUTY/LEGAL COUNSEL

INTERLOCAL AGREEMENT- PSAP

ATTEST:

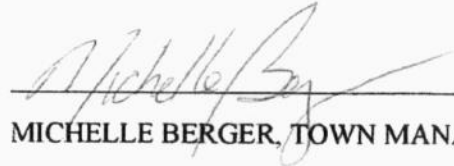
BY:



DATE:

12-9-19

TOWN OF SEWALL'S POINT


MICHELLE BERGER, TOWN MANAGER



APPROVED AS TO FORM &
LEGAL SUFFICIENCY:


GLEN TORCIVIA, TOWN ATTORNEY

INTERLOCAL AGREEMENT- PSAP

ATTEST:

BY:

VANESSA MUTCHNIK, TOWN CLERK

TOWN OF JUPITER ISLAND

Whitney Pidot

WHITNEY PIDOT, MAYOR

DATE:

12/16/19

Robert Garlo

ROBERT GARLO, PUBLIC SAFETY DIRECTOR



APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

John C. Randolph

JOHN C. RANDOLPH, JONES FOSTER

INTERLOCAL AGREEMENT- PSAP

Any similar or appropriate order, City of Stuart Resolution Number 113-2020, in agreement with the Martin County Interlocal Agreement to provide Direct Radio Communication between 911 Public Safety Answering Points and On-Duty City Personnel.

ATTEST:

BY: Mary R. Kindel
MARY R. KINDEL, CITY CLERK

DATE: 6/5/2020



CITY OF STUART

[Signature]
MICHAEL J. MEIER, MAYOR

[Signature]
JOSEPH TUMMINELLI, CHIEF OF POLICE

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

[Signature]
MICHAEL J. MORTELL, CITY ATTORNEY

INTERLOCAL AGREEMENT- PSAP

EXHIBIT A

**FIRST RESPONDER AGENCIES WITHIN THE JURISDICTIONAL BOUNDARIES
OF MARTIN COUNTY**

LAW ENFORCEMENT AGENCIES:

Martin County Sheriff's Office

City of Stuart Police Department

Town of Jupiter Island Public Safety Department

Town of Sewall's Point Police Department

FIRE SERVICE AGENCIES:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department

EMERGENCY MEDICAL SERVICES PROVIDERS:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department

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

Meeting Date: 2/10/2025

Prepared by: Milton Leggett

Title of Item:

BUDGET AMENDMENT NO. 8 TRAFFIC LIGHT FOR FIRE STATION NO. 3 (RC):

RESOLUTION No. 29-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 8 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR FIRE STATION 3 TRAFFIC SIGNAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This is the transfer of Transportation Impact Fees which are being used to pay the expense of the light.

Funding Source:

Revenue 001-33825-000 \$191,800

Expense 001-56563-230 \$191,800

Recommended Action:

Approve Resolution No. 29-2025

ATTACHMENTS:

1. BUDGET AMENDMENT #8 - RESOLUTION No. 29-2025 - FIRE STATION 3 TRAFFIC SIGNAL



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

RESOLUTION NUMBER 29-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
BUDGET AMENDMENT No. 8 TO THE FY 2025
BUDGET; APPROPRIATING AND AUTHORIZING
THE EXPENDITURE OF FUNDS FOR FIRE
STATION 3 TRAFFIC SIGNAL; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

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

SECTION 1:

From: Revenue - 110-38000-000
\$191,800.00

To: Transportation - 001-56563-230
\$191,800.00

SECTION 2: This resolution shall take effect upon adoption.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 2/10/2025

Prepared by: Lee Baggett

Title of Item:

AUTHORIZATION TO SCHEDULE INITIAL CONFLICT ASSESSMENT MEETING (RC):

RESOLUTION No. 30-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING CITY STAFF TO SCHEDULE THE INITIAL CONFLICT ASSESSMENT MEETING WITH MARTIN COUNTY PURSUANT TO THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT, FLORIDA STATUTES §§ 164.101-164.1065; AUTHORIZING THE CITY MANAGER, CITY ATTORNEY AND OTHER DESIGNATED REPRESENTATIVE TO ATTEND THE INITIAL CONFLICT ASSESSMENT MEETING; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The purpose of the Florida Governmental Conflict Resolution Act, Florida Statutes §§ 164.101-164.1065 ("FGCRA") is to promote, protect and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution of conflicts between and among local and regional governmental entities with the intent to resolve conflicts between governmental entities to the greatest extent possible without litigation. The terms set forth in the act are not discretionary and staff must follow the statute and place the issue on the agenda for the next public hearing. In the present matter, the Board of County Commissioners of Martin County, Florida passed a resolution and transmitted a letter pursuant to Florida Statutes §164.1052. The letter requests the scheduling of a public meeting to discuss the issues related to the Interlocal Agreement Regarding Joint Proposal to Brightline Trains LLC for a Train Station and Parking Garage dated December 12, 2023, and the enforcement of Element 2 of the City of Stuart's Comprehensive Plan.

Martin County and the City of Stuart are required to hold the initial meeting to discuss the issues pertaining to the conflict and assess the conflict from each side's perspective. Following the assessment meeting, it will be necessary for the City Commission to hold another agenda item to consider the issues discussed by the representatives. If the board is unable to come to a resolution, then the matter shall be scheduled for a joint meeting of both boards to address the issues in detail. Florida Statute §164.1053 requires the City Commission to authorize the City Manager, City Attorney and a designated representative to attend the initial conflict assessment meeting. The County has already designated the Chair of the Martin County Commission to serve as the representative. Based upon the dates provided by the County and the requirements in the Statute that the City provide 10 days public notice, staff is recommending that the meeting be scheduled for March 5, 2025, at the Blake Library, in Stuart, Florida.

Funding Source:

N/A

Recommended Action:

Approve Resolution 30-2025 scheduling the assessment meeting and appointing the City representative.

ATTACHMENTS:

1. R30-2025 Authorization to participate under Fla. Gov't Conflict Resolution Act

2. 01.30.2025 Ltr of Conflict



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

RESOLUTION NUMBER 30-2025

**A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF STUART, FLORIDA,
AUTHORIZING CITY STAFF TO SCHEDULE
THE INITIAL CONFLICT ASSESSMENT
MEETING WITH MARTIN COUNTY
PURSUANT TO THE FLORIDA
GOVERNMENTAL CONFLICT RESOLUTION
ACT, FLORIDA STATUTES §§ 164.101-
164.1065; AUTHORIZING THE CITY
MANAGER, CITY ATTORNEY AND OTHER
DESIGNATED REPRESENTATIVE TO
ATTEND THE INITIAL CONFLICT
ASSESSMENT MEETING; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, the purpose of the Florida Governmental Conflict Resolution Act, Florida Statutes §§ 164.101-164.1065 (“FGCRA”) is to promote, protect and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution of conflicts between and among local and regional governmental entities with the intent to resolve conflicts between governmental entities to the greatest extent possible without litigation; and

WHEREAS, on January 28, 2025, the Board of County Commissioners of Martin County, Florida passed a resolution to initiate the procedures under the FGCRA for the purposes of enforcement of the Interlocal Agreement Regarding Joint Proposal to Brightline Trains LLC for a Train Station and Parking Garage dated December 12, 2023 and the enforcement of Element 2 of the City of Stuart's Comprehensive Plan; and

WHEREAS, under Florida Statutes § 164.1052, Martin County is required to send a letter via certified U.S. mail to the City of Stuart within five days of the passage of a resolution to initiate the conflict resolution procedures pursuant to the FGCRA and to include in the letter the proposed date and location for the initial conflict assessment meeting along with suggested officials to be present at the meeting; and

WHEREAS, pursuant to Florida Statutes § 164.1053, Martin County and the City of Stuart are required to engage in the initial conflict assessment meeting within 30 days of the City of Stuart's receipt of the January 30, 2025 letter, and public notice of this meeting must be made by both parties 10 days prior to the meeting; and

WHEREAS, on January 30, 2025, the City of Stuart received a letter from Martin County seeking to engage in conflict resolution procedures, pursuant to Florida Statutes § 164.1052, pertaining to provisions of the December 12, 2023 Interlocal Agreement between Martin County and the City of Stuart as well as the requirements regarding passenger rail in Element 2 of the City's Comprehensive Plan; and

WHEREAS, pursuant to Florida Statutes § 164.1053, Martin County and the City of Stuart are required to discuss the issues pertaining to the conflict and an assessment of the conflict from each side's perspective at the initial meeting. If a tentative resolution to the conflict can be agreed upon by the representatives at the initial assessment meeting, the parties may proceed with whatever steps deemed appropriate to fully resolve the conflict,

Res No. 30-2025; Authorization to proceed with the Fla. Governmental Conflict Resolution Act under Chapter 164, Florida Statutes

including, but not limited to, the scheduling of additional meetings for informal negotiations or proposing a resolution to each side’s respective board of commissioners.

In the event that no tentative resolution can be agreed upon, Martin County and City of Stuart are required to schedule a joint public meeting of both boards within 50 days of receipt of the January 30, 2025 letter; and

WHEREAS, it is in the best interest of the City of Stuart that the City Commission to authorize the City Manager, City Attorney and a designated representative to attend the initial conflict assessment meeting in compliance with the FGCRA.

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

SECTION 1: The City Commission approves and authorizes the following: (a) that the City Staff schedule the initial conflict assessment meeting with Martin County on _____, 2025; (b) City Manager, City Attorney and the designated representative, _____, shall appear at the initial conflict assessment meeting on behalf of the City of Stuart; and (c) that any tentative agreement, in whole or part, reached with Martin County will be brought back to the City Commission for final approval.

SECTION 2: This Resolution shall take effect upon adoption.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

Res No. 30-2025; Authorization to proceed with the Fla. Governmental Conflict
Resolution Act under Chapter 164, Florida Statutes

SEAN REED, COMMISSIONER

--	--	--	--

ADOPTED this _____ day of February, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

EILEEN VARGAS

Commissioner, District 1

STACEY HETHERINGTON

Commissioner, District 2

J. BLAKE CAPPS

Commissioner, District 3

SARAH HEARD

Commissioner, District 4

EDWARD V. CIAMPI

Commissioner, District 5

DON G. DONALDSON, P.E.

County Administrator

SARAH W. WOODS

County Attorney

TELEPHONE

(772) 288-5400

WEBSITE

www.martin.fl.us

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.

Via: Certified Mail/Return Receipt

January 30, 2025

Michael J. Mortell
City Manager
City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994

Dear Mr. Mortell:

On January 28, 2025, the Martin County Board of County Commissioners passed Resolution Number 25-1.27 which authorizes the County to initiate conflict resolution proceedings in accordance with Chapter 164 of the Florida Statutes. This letter is being sent to the City of Stuart in accordance with section 164.1052, Florida Statutes. The County seeks to engage in conflict resolution proceedings to address the provisions of the December 12, 2023 Interlocal Agreement between Martin County and the City of Stuart as well as the requirements regarding passenger rail in Element 2 of the City's Comprehensive Plan.

A certified copy of the Resolution is enclosed which states the conflict at issue in further detail. A copy of the Interlocal Agreement and Element 2 of the City's Comprehensive Plan is attached.

Copies of this letter, along with its attachments, have been sent to the following governmental entities, which, in the determination of the County, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict:

- Florida Department of Commerce
- Florida Department of Transportation
- Treasure Coast Regional Planning Council

The justification for seeking to initiate the conflict resolution process is to ensure the City's compliance with its obligations under its Interlocal Agreement with the County as well as its adherence to the applicable provisions of the City's Comprehensive Plan.

Pursuant to section 164.1053, Florida Statutes, the City and County are required to engage in a conflict assessment meeting within 30 days from the City receiving this letter. Public notice of this meeting must be made by both the City and the County 10 days prior to this meeting by

publishing the notice in a newspaper of widest circulation in the jurisdiction of each entity's jurisdiction.

Pursuant to section 164.1052, Florida Statutes, the County suggests that the City Manager, City Attorney, and a Commissioner representative be present for the meeting and proposes the following dates for the conflict assessment meeting and to be held at the Blake Library, Armstrong Room, located at 2351 SE Monterey Road, Stuart, Florida

Tuesday, February 18, 2025
Wednesday, February 19, 2025
Monday, February 24, 2025
Wednesday, March 5, 2025
Thursday, March 6, 2025
Monday, March 10, 2025

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Don G. Donaldson", with a long horizontal flourish extending to the right.

Don G. Donaldson, P.E.
County Administrator

Enclosures: Resolution, Interlocal, Comprehensive Plan-Element 2

cc: Honorable Board of County Commissioners (via email)
Sarah W. Woods, County Attorney (via email)
Lee Baggett, City Attorney (via email)

Florida Department of Transportation
Secretary Jared W. Perdue, P.E.
605 Suwannee, MS 57
Tallahassee, Florida 32399-0450
Via Certified Mail

Florida Department of Commerce
Secretary J. Alex Kelly
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399
Via Certified Mail

Treasure Coast Regional Planning Council
Thomas Lanahan, Executive Director
421 SW Camden Ave.
Stuart, Florida 34994
Via Certified Mail



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

RESOLUTION NUMBER 25-1.27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS INITIATING THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT AS CODIFIED UNDER CHAPTER 164 OF THE FLORIDA STATUTES, BETWEEN THE COUNTY AND THE CITY OF STUART REGARDING ENFORCEMENT OF THE "INTERLOCAL AGREEMENT REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC FOR A TRAIN STATION AND PARKING GARAGE" DATED DECEMBER 12, 2023 AND TO SEEK ENFORCEMENT OF THE CITY OF STUART'S COMPREHENSIVE PLAN, ELEMENT 2, TRANSPORTATION ELEMENT, GOALS, OBJECTIVES, AND POLICIES.

WHEREAS, in November of 2018, Brightline Trains LLC (herein 'Brightline') and Martin County Board of County Commissioners (herein 'County') entered into a settlement agreement under a civil action arising out of US District Court of D.C. 1-18-CV 00333. This agreement contained the requirement that Brightline would have a train station along the Treasure Coast. The City of Stuart (herein 'City') was not a party to the settlement agreement, nor to the litigation.

WHEREAS, on October 23, 2023, Brightline issued a Request for Proposal (herein 'RFP') for a train station in either Martin County or Saint Lucie County.

WHEREAS, in response to the RFP, the City and County staff jointly drafted an interlocal agreement titled "Interlocal Agreement Regarding Joint Proposal to Brightline Trains LLC for a Train Station and Parking Garage" (herein 'ILA'). The ILA was signed by the City on December 11, 2023, and by the County on December 12, 2023.

WHEREAS, on December 20, 2023, the City and Martin County submitted a joint proposal to Brightline (herein 'Proposal').

WHEREAS, the ILA contains the agreed responsibilities and requirements on behalf of the City and County in the event Brightline accepts their Proposal. The ILA contains the following requirements:

1. The COUNTY agrees to convey to the CITY a parcel of land more particularly described in Exhibit "A" to be used for the Project.
2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypman Blvd that currently exist.



3. The CITY agrees to negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of the Project on the subject property.
4. Pursuant to the aforementioned settlement agreement with Brightline, the COUNTY agrees to pay 50% of the construction costs of the Train Station.
5. The CITY agrees to pay for the construction costs of the Parking Garage necessary to meet the criteria set forth in the RFP.
6. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed as follows: (1) as to the Train Station, the cost of which is to be shared between the COUNTY and Brightline on an equal basis, their obligations shall be reduced on an equal basis; and (2) as for the Parking Garage, the CITY's monetary obligations for the construction costs of the Parking Garage shall be reduced by any grant funds received for the Parking Garage portion of the Project. When applying for any grant(s) from federal, state and/or other granting agencies, the CITY and COUNTY shall ensure that all eligible components of the Project are included in the application(s), and they will make reasonable efforts to file any grant application(s) jointly whenever possible.

WHEREAS, paragraph 8 of the ILA indicates that if any term or provision of the ILA is deemed invalid, the remaining provisions survive.

8. 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.

WHEREAS, on March 4, 2024, Brightline selected the City and the County's joint Proposal. Brightline provided terms for negotiations for the final agreement for the train station.

WHEREAS, the City and the County began to implement the terms of the ILA and negotiate with Brightline. In July 2024, the County drafted a Transfer Agreement, in accordance with paragraph 1 of the ILA, to transfer the property where the station would be built from the County to the City. Thereafter, the City requested the City and the County utilize an Amended ILA in order to encompass the transfer of the property within the amended ILA, as opposed to a separate document, and to amend language to reflect an anticipated amended settlement agreement between the County and Brightline.



WHEREAS, on August 12, 2024, the City approved the Amended ILA, which included the transfer of the property language. The City also conditionally approved a long-term lease (herein 'Ground Lease') with Brightline in accordance with paragraph 3 of the ILA. On August 26, 2024, the City signed the Amended ILA and the Ground Lease.

WHEREAS, on August 26, 2024, the City requested an agenda item be placed on their next meeting to take action to rescind the 2023 ILA, to rescind the Amended ILA, and to rescind the Ground Lease.

WHEREAS, on October 9, 2024, the City rescinded the Amended ILA and the Ground Lease. The original ILA was not rescinded, nor have the City and the County ever mutually agreed to terminate, rescind or amend its provisions.

WHEREAS, on October 14, 2024, the City unilaterally proposed revisions to the original ILA as well as the Ground Lease. The City Manager requested the City Commissioners have a discussion on whether to move forward with Brightline Proposal negotiations. All motions failed; there was no further direction by the City as to addressing the Proposal, the ILA or the Ground Lease.

WHEREAS, the County directed staff to continue negotiations alone with Brightline for the train station and parking.

WHEREAS, a Request for Bid (herein 'RFB') was issued by the County for a long-term lease for a train station to provide high speed passenger rail service for Martin County, FL. Brightline responded and was awarded the bid (herein 'Bid') by the County. The County also approved a first amendment to the 2018 Settlement Agreement and directed staff to apply for grants in furtherance thereof.

WHEREAS, the County desires to carry out the goal of the Proposal. In furtherance thereof, the County seeks to apply for and obtain Federal grants and funds in support of the train station and parking, as indicated in the ILA.

WHEREAS, paragraph 6 of the ILA, requires that the City and the County to cooperate in applying for grants to offset the costs of the train station and parking. The ILA further states the importance of the joint grant applications of Federal, State, and other grants for the Project.

WHEREAS, on two different occasions, County Staff requested a letter of support for the County's grant application to the Federal Rail Administration for the construction of the station from the City. On November 21, 2024, County Staff sent an email to all municipalities in Martin County, including the City of Stuart, requesting support for the grant application to the City. On November 25, 2024, the City refused to issue the letter of support and a motion to have the request for support placed on their next agenda failed. On January 7, 2024, County Staff again requested a letter of support in accordance with the ILA requirements. On January 13, 2025, the City refused to take action and failed to take action to have the request for a letter of support placed on their next agenda.



WHEREAS, the Metropolitan Planning Organization's (herein 'MPO') 2045 Long Range Transportation Plan encourages transit options, including passenger rail service to Martin County. Further, the City of Stuart's Comprehensive Plan, Element 2, states the City is required to foster the development of a passenger rail service. Among other provisions, Element 2, Transportation Element, Goals, Objectives, and Policies of the City's Comprehensive Plan, establishes the manner in which the City must participate (emphasis added):

Policy 2.A10.2.: The City shall continue to encourage expansion of Tri-Rail, passenger rail service, bus service and other multi-modal forms of transportation, with a particular emphasis on developing downtown Stuart as a transportation hub.

Policy 2.A10.3.: Through (1) direct advocacy aimed at elected officials, as well as federal, state and local transportation agencies, (2) active participation in the Martin County MPO, and (3) acquisition of grants and other appropriate funding sources, the City shall actively support the reestablishment of passenger rail service on the Florida East Coast (FEC) Rail Road right-of-way, including the construction of a downtown rail station/transportation depot, preferably on Flagler Avenue between East Ocean Boulevard and Martin Luther King Jr. Boulevard. Moreover, the City shall actively support the introduction of commuter rail services to the FEC right-of-way.

WHEREAS, the City, contrary to its obligations, has demonstrated it no longer seeks to support and adhere to the creation of a train station and designated parking, specifically, it has refused to abide by the ILA and the Proposal, and by the mandates of its own Comprehensive Plan.

WHEREAS, the County seeks to continue in carrying out its lawful obligations of the Proposal to create a train station and parking in Stuart, Martin County, Florida. Further, the County desires the City to comply with their obligations as stated within the ILA and the Proposal, and the City's Comprehensive Plan.

WHEREAS, there is a dispute between the County and the City.

WHEREAS, the purpose and intent of the Florida Governmental Conflict Resolution Act "is to promote, protect, and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution procedure that can provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between and among local and regional governmental entities. It is the intent of the Legislature that conflicts between governmental entities be resolved to the greatest extent possible without litigation." § 164.102, Fla. Stat.

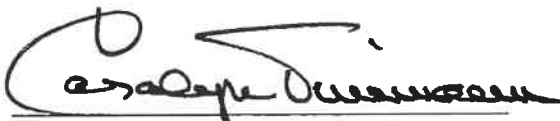
WHEREAS, the County seeks to have the City comply with their lawful obligations and to do so in accordance with the Florida Governmental Conflict Resolution Act and to resolve this matter without the need of litigation.



NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, hereby adopts and confirms the recitals above. The Board of County Commissioners hereby authorizes the County Attorney to invoke Chapter 164, Florida Governmental Conflict Resolution Act and directs the County Administrator, the County Attorney, and their designees, to take all appropriate steps to seek enforcement of the 2023 "Interlocal Agreement Regarding Joint Proposal to Brightline Trains LLC for a Train Station and Parking Garage" and of the City of Stuart's Comprehensive Plan, Element 2, Transportation Element, Goals, Objectives, and Policies while preserving all of the County's rights at law and in equity. Further, the County Administrator, the County Attorney, and their designees, are hereby authorized and directed to take all steps necessary and appropriate to implement the terms of this Resolution and to use all appropriate discretion in such implementation.

DULY PASSED AND ADOPTED THIS 28TH DAY OF JANUARY 2025.

ATTEST



Carolyn Timmann
Clerk of the Circuit Court & Comptroller

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



Sarah Heard
Chair

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney



STATE OF FLORIDA
COUNTY OF MARTIN

THIS IS TO CERTIFY THAT THE
FOREGOING 5 PAGE(S) IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
DOCUMENT AS FILED IN THIS OFFICE.

CAROLYN TIMMANN, CLERK

BY:  D.C.
DATE: 1/29/25



**INTERLOCAL AGREEMENT
REGARDING JOINT PROPOSAL TO BRIGHTLINE TRAINS LLC
FOR A TRAIN STATION AND PARKING GARAGE**

This INTERLOCAL AGREEMENT (“Agreement”), dated December 12, 2023, is made by and among 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. (2002), known as the Florida Interlocal Cooperation Act of 1969, provides a method for government 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, on November 25, 2018, the COUNTY entered into a settlement agreement with Brightline wherein the COUNTY was subject to the potential payment of 50% of the construction costs for a train station built in Martin County by Brightline within 5 years of commencement of Brightline’s passenger revenue train service. The CITY was not a party to the settlement agreement; and

WHEREAS, Brightline issued a Request for Proposals for a Train Station including parking, i.e. the Treasure Coast Station Location Project No. 2023-TC-RFP, (hereinafter “RFP”) to be located in Martin or St. Lucie County with a December 22, 2023 deadline; and

WHEREAS, the CITY and the COUNTY have agreed to submit a joint proposal to Brightline for a Train Station, Parking Garage, railroad infrastructure, and other infrastructure necessary for compliance with development regulations (hereinafter “Project”) to be located on property currently owned by the COUNTY located within the municipal boundaries of the CITY and as more particularly described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, the CITY and COUNTY have agreed to jointly seek Federal, State and other grants for the Project; and

WHEREAS, the COUNTY retained, at its sole cost and expense, Treasure Coast Regional Planning Council to prepare a proposal for the Project on behalf of the CITY and COUNTY for the Brightline RFP.

WHEREAS, the COUNTY and CITY, recognizing the importance of efficient transportation infrastructure and the need to enhance public accessibility, have acknowledged that a collaborative effort in the establishment and maintenance of a train station and parking garage would result in significant public benefits, improving the quality of life for residents and fostering economic development within the community.

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

- A. The COUNTY and CITY agree to submit a joint response to the RFP on or before December 22, 2023.
- B. If Brightline selects the CITY/COUNTY proposal, the parties agree as follows:
1. The COUNTY agrees to convey to the CITY a parcel of land more particularly described in Exhibit "A" to be used for the Project.
 2. The CITY agrees to provide fifty-four (54) parking spaces for public use within .25 mile from the Martin County Courthouse. Such spaces represent the number of parking spaces currently located on the property to be conveyed by the COUNTY to the CITY. The parties agree that these spaces can include on street parking as well as parking behind the water treatment facility on Stypman Blvd that currently exist.
 3. The CITY agrees to negotiate and enter into a long-term lease agreement with Brightline for the construction and operation of the Project on the subject property.
 4. Pursuant to the aforementioned settlement agreement with Brightline, the COUNTY agrees to pay 50% of the construction costs of the Train Station.
 5. The CITY agrees to pay for the construction costs of the Parking Garage necessary to meet the criteria set forth in the RFP.
 6. The COUNTY and CITY agree to cooperate in applying for Federal, State or other grants to offset the costs of the Project. If the CITY and/or COUNTY are successful in obtaining any grant funds for the Project, the funds will be distributed as follows: (1) as to the Train Station, the cost of which is to be shared between the COUNTY and Brightline on an equal basis, their obligations shall be reduced on an equal basis; and (2) as for the Parking Garage, the CITY's monetary obligations for the construction costs of the Parking Garage shall be reduced by any grant funds received for the Parking Garage portion of the Project. When applying for any grant(s) from federal, state and/or other granting agencies, the CITY and COUNTY shall ensure that all eligible components of the Project are included in the application(s), and they will make reasonable efforts to file any grant application(s) jointly whenever possible.
 7. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.
 8. 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.
 9. This Agreement shall not be construed to inure to the benefit of or to invest rights in any third parties and shall inure only to the benefit of the parties hereto.

10. 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 SE 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

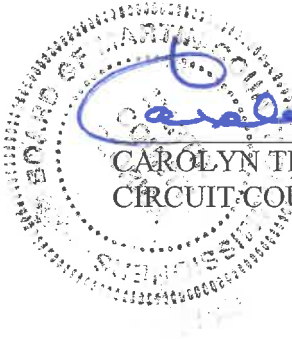
Required Copy to:

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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date, month and year set forth below.

ATTEST:



Carolyn Timmann
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

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

Harold E. Jenkins II
HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

December 12, 2023
Date

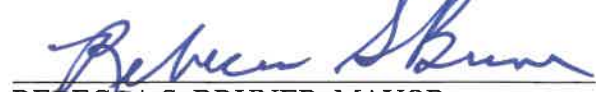
For

Sarah W. Woods
SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:


MARY R. KINDEL, CITY CLERK

CITY OF STUART, FLORIDA


REBECCA S. BRUNER, MAYOR

December 11, 2023
Date



APPROVED AS TO FORM AND
CORRECTNESS:


LEE J. BAGGETT, ESQ. CITY ATTORNEY

EXHIBIT A



2.A6.Element 2 TRANSPORTATION ELEMENT¹

Goals, Objectives, and Policies

City of Stuart, Florida

Adopted October 14, 2002

GOAL STATEMENT 2.A

Implement a transportation program that provides for a safe and efficient traffic network and provides optimum access to the City's major activity centers. As resources permit, the City shall support mobility citywide through alternate modes of transportation.

The City shall seek to reduce greenhouse gas emissions by discouraging urban sprawl; promoting compact development and maximize internal trips within the development; promote transit oriented development within urban service area; promote affordable and workforce housing in proximity of major employment centers; and promote infrastructure investment in greenhouse gas efficient projects.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010)

(Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A1. [Roadway system levels of service.]

The City shall provide a safe, convenient and efficient roadway system by maintaining adopted levels of service on all roadways within the City throughout the planning period.

Policy 2.A1.1. Establish an annual traffic count program with the use of traffic counting equipment to monitor peak season and off season traffic. This program shall be coordinated wherever possible with the FDOT and Martin County traffic count information.

Policy 2.A1.2. Establish an annual traffic count program with the purchase of traffic counting equipment to monitor peak direction/peak hour/peak season and off season traffic. This program shall be coordinated (wherever possible) with the FDOT and Martin County traffic count information through advance scheduling of count station locations between all agencies. The use of peak hour traffic counts shall be used to benchmark conditions.

Policy 2.A1.3. The City shall continue to monitor traffic counts on City roadways. With regard to state and county roads within the City, timely traffic data will be obtained by the City through close coordination with FDOT and Martin County.

Policy 2.A1.4. Except as specified in policies 2.A1.2, 15.1 and 15.2, the City adopts the following level of service (LOS) for all arterial roadways: LOS E at peak hour.

¹Cross reference(s)—Infrastructure element, Element 4; implementation, Element 7, Objective A2; capital improvements element and concurrency management system, Element 8.

Policy 2.A1.5. The following table includes roadways which have been assigned a tier II interim levels of service. These interim standards are designated to provide a service volume to evaluate traffic generated by proposed developments until the roadway is improved. The table also includes expiration of these interim levels of service.

STAFF NOTE: We will be following up on a separate text amendment updating this policy and the table below now that the improvements have been made and the interim LOS may no longer be required. New policy would focus on how to encourage solutions for critical traffic congestion links through planned development.

Segment	From	To	Interim LOS Standard	Volume Threshold (peak hour/peak direction)	2019 Generalized LOS
SR 5/US 1	Wright Boulevard	Jensen Beach Blvd.	Martin County 2019 Roadway Level of Service Inventory Report	3,600	Interim
SR 714	Mapp Road	SR 76	Martin County 2019 Roadway Level of Service Inventory Report	2,810	Interim
SR 714	SR 76	CR A1A	Martin County 2019 Roadway Level of Service Inventory Report	2,015	Interim
* The Green River Parkway project is a completed County funded project, which consists of construction of a new 2 mile long of roadway from Jensen Beach Boulevard to SR 707. Project is an alternate north/south corridor to relieve Level of Service deficiencies on US1.					
The Indian Street Bridge project is also a completed County funded project, which consist of construction of a new bridge across the South Fork of the St. Lucie River to connect Palm City with the City of Stuart. The project includes new roadway construction from the intersection of SR 76 and Indian Street to the intersection of Martin Highway and Mapp Road.					

Policy 2.A1.6. The City shall update analysis of existing level of service standards for all roadways in the City using the FDOT Level of Service Manual and amend the adopted level of service standards for roadways in the Comprehensive Plan as necessary.

Policy 2.A1.7. In cooperation with Martin County, the City will utilize the results of the North Stuart Traffic Operations Study to analyze major traffic corridors, such as Roosevelt Bridge, Green River Parkway, and other roadways, in the north Stuart area.

Policy 2.A1.8. The following strategies shall be implemented by the City in its efforts to maintain and improve traffic conditions throughout the City.

TRANSPORTATION SYSTEMS AND DEMAND MANAGEMENT STRATEGIES

Strategy	Action
Traffic operation	Intersection and roadway widening. One-way streets. Turn-lane installation.
Traffic signalization	Coordinate with Martin County and the State of Florida regarding synchronization of traffic signals, intelligent traffic systems (ITS) and similar programs.
Pedestrian, bicycle and other alternative modes	Widen sidewalks. Pedestrian grade separation. Increasing bikeway visibility connectivity and bike parking opportunities. Interconnected sidewalk system: sidewalks and/or bikeways shall be provided for internal circulation and linkage to other projects when such facilities are possible given the particular physical characteristics of the site, type of project, and adjacent land uses. Traffic calming. Downtown rail station/transportation depot. Increase visibility and safety through streetscape and crosswalk improvement initiatives. Enhance pedestrian safety thru print, social media and City website education.
Route diversion	Auto restricted zones. Residential traffic control. Truck-restricted zones and routes.
Parking management	Curb parking restrictions on U.S. 1 within the TCEA. On-street parking. Common parking areas. Off-street parking incentives. "In-lieu of" parking incentives. Public/private shared parking. Public/private shared parking through joint ownership or leasing or issuing licensing agreements. Valet parking for commercial businesses. Advanced parking guidance system and other wayfinding signs. Encourage electric vehicle charging facilities.
Inter-modal coordination (Implementation is contingent upon a joint Martin-St. Lucie public transit system that serves Stuart.)	Park-and-ride facilities. Coordinate transfer improvements with Martin and St. Lucie Counties (see Policy 2.A6.3).
Commercial vehicles	On-street loading zones. Off-street loading zones.

	Restrict peak-hour on-street loading. Truck route system. Restrict truck traffic in residential neighborhoods.
Work schedule	Encourage flexible work scheduling to maximize infrastructure efficiency, including compressed work weeks, off-peak work hours and telecommuting. Encourage establishment of home offices.
Pricing The City of Stuart supports the application of these policies by the service providers.	Peak/off-peak transit fares. Fares for elderly and handicapped. Reduced transit fares.
Para-transit	Support the para-transit provided by the Council on Aging of Martin County, including service for the elderly and handicapped. Taxi/group riding program. Dial-a-ride. Jitney service.
Carpool and vanpool	Encourage carpool and vanpool matching programs by public and private employers. Preferential parking for carpool and vanpool.
Complete Streets	Support and encourage complete streets where possible.
Transit Oriented Development	Promote walkable neighborhoods by using Transit Oriented Development (TOD) principals in new development.
Resiliency	Consider Climate change models in the planning and design of new transportation infrastructure. Evaluate transportation infrastructure vulnerability as it related to climate change and resiliency. Prioritize improvement for identified vulnerable transportation infrastructure.

Policy 2.A1.9. The City's Future Transportation Map Series shall consist of the following:

- a) 2030 Transportation Map Airport Facilities
- b) 2030 Transportation Map Roadway Maintenance
- c) 2030 Transportation Map Non-Motorized Transportation System
- d) 2030 Transportation Map Public Transportation
- e) 2030 Transportation Map Roadway Lanes
- f) 2030 Transportation Map Roadway Functional Class and Evacuation
- g) 2040 Needs Assessment (2030 LRTP Martin and St. Lucie MPO)
- h) Existing Plus Committed/2040 Volume to Capacity (2030 LRTP Martin and St Lucie MPO)
- i) 2045 Regional Long-Range Transportation Plan (Martin MPO)
- j) 2017 Bicycle, Pedestrian and Trails Master Plan (Martin MPO)

(Ord. No. 1867-02, 10-14-2002; Ord. No. 2021-05, § 1, 6-27-2005; Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A2. Data base.

Promote improved travel safety and efficiency by identifying locations where specific improvements can be installed to create a safer, more efficient transportation network as funds become available.

Policy 2.A2.1. Through its Land Development Code, the City shall continue to promote effective pedestrian and vehicular access to development sites. Where appropriate, FDOT and Martin County access standards shall be applied.

Policy 2.A2.2. The City shall continue to provide for safe and efficient on-site traffic flow.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A3. [Traffic evacuation capacity.]

The City transportation network should have adequate roadway capacity to efficiently evacuate traffic during hurricanes and accidents at Florida Power and Light's St. Lucie Nuclear Power Plant in accordance with the regional hurricane evacuation plan update produced by TCRPC.

Policy 2.A3.1. The City will continue to coordinate its emergency evacuation efforts for its at-risk population through close coordination with the Martin County Emergency Management Division and through application of its own emergency's management plan.

The Treasure Coast Region Hurricane Evacuation Study Update Report will be implemented by the City along with the Plan's directives, programs and activities.

Policy 2.A3.2. Institute intergovernmental coordination mechanisms to allow City input in the review of proposed development in Sewall's Point and on the portion of Hutchinson Island's Martin County portion for consistency with the City's ability to accommodate the roadway, shelter and public safety needs of island residents and visitors during hurricane evacuation.

The City shall set standards for determining which private and public development proposals and changes to local comprehensive plans in Sewall's Point and Martin County shall come under this type of review.

Policy 2.A3.3. Evacuation of coastal populations will continue to be evaluated.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Cross reference(s)—Hurricane evacuation and planning, Element 1, Objective B4.

Objective 2.A4. [Access to downtown area.]

Maintain direct and easy access to downtown Stuart via the U.S. 1 and Second Street intersection for traffic entering Stuart from the north.

Policy 2.A4.1. The City continues to support enhanced north/south roadway capacity, both within the eastern and western corridors, provided that proposed improvements take into account negative impact on established residential neighborhoods and traditional business districts.

Policy 2.A4.2. The City will continue to evaluate the extension of Seventh Street to Colorado Avenue as surrounding neighborhoods continue to transition.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A5. [Width of roadway corridors.]

Through smart growth principles and to reflect the Florida Department of Transportation (FDOT) Complete Streets Design Manual recommendations, the City shall maintain its small-town character by limiting the width of roadway corridors throughout the City to no more than six through lanes and implement Complete Streets policies where feasible.

Policy 2.A5.1. East Ocean Boulevard shall not be more than four through lanes.

Policy 2.A5.2. No roadway facility in the City shall be more than six through lanes.

Policy 2.A5.3. While seeking to minimize impacts on residential neighborhoods and established business districts, the City and Martin County shall continue to work together to develop and effectively utilize major north-south alternate corridors for U.S. 1, including Green River Parkway and the Willoughby Boulevard extension project.

Policy 2.A5.4. The City shall emphasize intersection improvements and the synchronization of signals prior to the widening of roadways.

Policy 2.A5.5. Where space allows, pedestrian accessways (sidewalks) shall be separated from traffic by landscape areas, on-street parking and other design elements.

Policy 2.A5.6. Within the CRA and where appropriate, the City shall encourage increased transportation efficiency and pedestrian mobility by advocating creative transportation planning methods such as the reduction of lane widths to promote pedestrian access, on-street parking, and landscaping.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A6. [Mass transit and para-transit services.]

The City will continue to pursue grant funding and technical assistance through Metropolitan Planning Organization (MPO) and other sources for creation of multi-modal transportation opportunities, with a particular emphasis on developing downtown Stuart as a transportation hub.

Policy 2.A6.1. The City will continue to endorse the public transit efforts of the Council on Aging of Martin County, the designated provider of FDOT support to the transportation disadvantaged.

Policy 2.A6.2. The City will participate in efforts to establish an expanded public transit system as outlined in the MPO Long Range Transit Plan, as amended and the Martin County Comprehensive Plan, should the County or private enterprise implement the recommendations or policies of the respective plans. The City will continue to provide financial support to the Council on Aging of Martin County, Inc., for the provision of transit and para-transit services to Stuart and the Stuart Transportation Concurrency Exception Area (TCEA).

Policy 2.A6.3. The City shall work with transit providers in Martin and St. Lucie Counties to promote transit to and from the TCEA by:

- A. Supporting the MPO's Long Range Transit Plan, as amended.
- B. Collecting TCEA ridership statistics annually.
- C. Requesting both counties, other cities in Martin County, and Port St. Lucie to participate in a joint study to examine the effects of urban sprawl on public transit usage and feasibility so that land use plans throughout the region may be modified to encourage rather than discourage public transit and its associated benefits: energy conservation, reduction in air pollution, less traffic congestion, and infill development and redevelopment.

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- D. Coordinating planning, design and implementation of infrastructure to support transit and para-transit programs, such as park-and-ride lots, transfer stations, and similar facilities.

Policy 2.A6.4. The City shall continue to work with Martin County and the Martin County MPO as well as local and regional transportation providers, to maintain and enhance the use of existing park-and-ride facilities in the downtown area.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A7. [Bicycle paths, pedestrian pathways and multi-modal transportation.]

A safe, convenient and energy efficient multi-modal transportation system enhanced through mixed use development patterns.

Policy 2.A7.1. Prepare a bicycle path master plan that reduces reliance upon automotive travel and, whenever feasible, connects residential areas to recreational areas, schools and shopping areas.

Policy 2.A7.2. The City shall encourage private developers to plan for pedestrian circulation including internal walks, bicycle paths and linkages to other projects where possible. The City shall require all new development and redevelopment to install sidewalks along all abutting public rights-of-way.

In the land development codes the City shall encourage private developers to plan for and adopt standards addressing the provision of pedestrian circulation facilities including internal walks, bicycle paths and linkages to other projects where possible.

Policy 2.A7.3. The City land development regulations shall address the determination of feasibility for the consideration of bicycle paths with construction of new developments or roadways facilities. This will include review of FDOT district Transportation Improvement Programs, the State Transportation Plan (Bicycle Element) and future community comprehensive bicycle transportation plans.

Policy 2.A7.4. All new development and redevelopment shall be required to install and maintain a pedestrian sidewalk network with ramps.

Policy 2.A7.5. The City shall investigate the possibility of reduced roadway impact fees for mixed-use development which promotes trip capture.

Policy 2.A7.6. The City shall continue to consider the use of roadway and other impact fees to promote multi-modal transportation (e.g., sidewalks and their beautification, park-and-ride lots, bicycle amenities, trolley stops and common parking areas).

Policy 2.A7.7. Annually, the City will seek grant funding from FDOT to design and construct multi-modal improvements (e.g., TEA-21, ferry boat and water taxi grant program).

Policy 2.A7.8. The City shall require all new large-scale (greater than 20,000 square feet in gross building area) non-residential development to provide pedestrian and bicycle amenities, such as bike racks, benches, shaded seating areas and water fountains.

Policy 2.A7.9. Where sufficient right-of-way exists, the City shall require bicycle and pedestrian amenities along all new and reconstructed roadways.

Policy 2.A7.10. As resources permit, the City shall consider supporting the development of a design plan to utilize SR 707 and the old Roosevelt Bridge as a multi-modal pathway linking the northern and southern sections of the TCEA.

Policy 2.A7.11. As resources permit, the City will consider completing the Riverwalk from Shepard's Park to the Festival Deck at City Hall Park.

Policy 2.A7.12. The City shall maintain a City-wide sidewalk master plan and provide for annual funding through its CIP.

Policy 2.A7.13. The City shall promote the development of the Green River Parkway as a multi modal corridor between the Jensen Beach CRA and the Stuart CRA.

Policy 2.A7.14. A commercial development for which more than 200 parking spaces are required shall also make provisions for the inclusion of a transit stop in a location which is proximate to the roadway network. When demand for such transit stops is identified and documented, the developer/landowner shall provide transit stop infrastructure which may include seating facilities, trash receptacles, lighting and a covered structure for the transit stop. If there is no existing transit service on the proximate roadways, the immediate construction of a transit stop may be temporarily postponed provided that a binding agreement is executed which would require such a transit stop at such future date when transit becomes available.

Policy 2.A7.15. All commercial development shall be designed to provide safe opportunities for alternative modes of transportation by connecting with existing and future pedestrian and bicycle pathways within the City and the County and to provide safe passage from public right-of-way to the building or project, between projects and between alternative modes of transportation.

Policy 2.A7.16. In the event the number of parking spaces that are constructed by the developer exceeds the number of parking spaces required by the Stuart land development regulations, the required landscape area shall be increased to offset additional impervious area for each additional parking space. Development within the CRA which is governed by the Urban Code and is consistent with the Urban Code and adopted CRA Master Plan shall be exempted from this policy.

Policy 2.A7.17. Buffer areas separating residential and non-residential uses shall allow for interconnecting passages to facilitate pedestrian or vehicular traffic to reduce off-site vehicular impacts consistent with FLUE Policy 6.4.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A8. [Upgrading and maintenance of local streets.]

Upgrade and maintain local streets in a condition that promotes the safety of the City's residents.

Policy 2.A8.1. As resources permit, the City shall continue to monitor existing conditions of roadways within the City, including pavement and sub-base conditions, pavement marking, signs, drainage, and lighting.

Policy 2.A8.2. Annually, the City will continue to maintain and resurface or pave a portion of the streets for which it is responsible. The existing conditions will be prioritized by roadways to prepare the capital improvement program. The base and subgrade of roadways shall be repaired where necessary prior to repaving. Where possible, pavement or surfacing materials will be recycled.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A9. [Coordination of transportation system needs with land use.]

Throughout the planning period, transportation system needs will be coordinated with needs and impacts associated with the land use designations as indicated on the Future Land Use Map. As new development and redevelopment activities are proposed, the City's Development Department shall forecast and quantify the extent of impacts on transportation system and shall ensure that these impacts are accounted for in the City's capital planning efforts.

Policy 2.A9.1. Consistent with its Land Development Code, the City shall continue to review all development proposals in terms of their transportation impacts.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A10. [Intergovernmental coordination.]

The City shall, throughout the planning period, coordinate with FDOT and Martin County concerning those projects identified in the Five-Year Transportation Plan, as well as other regional plans. The City will continue to actively coordinate with local, regional, state and federal transportation agencies. In coordinating transportation impacts with Martin County, the City shall place particular emphasis on monitoring future development and expansion activities on the Martin County Airport site.

Policy 2.A10.1. In order to provide for more efficient and effective transportation system planning, the City planning staff will coordinate its transportation planning efforts with those of FDOT, Martin County, St. Lucie County and TCRPC.

Policy 2.A10.2. The City shall continue to encourage expansion of Tri-Rail, passenger rail service, bus service and other multi-modal forms of transportation, with a particular emphasis on developing downtown Stuart as a transportation hub.

Policy 2.A10.3. Through (1) direct advocacy aimed at elected officials, as well as federal, state and local transportation agencies, (2) active participation in the Martin County MPO, and (3) acquisition of grants and other appropriate funding sources, the City shall actively support the reestablishment of passenger rail service on the Florida East Coast (FEC) Rail Road right-of-way, including the construction of a downtown rail station/transportation depot, preferably on Flagler Avenue between East Ocean Boulevard and Martin Luther King Jr. Boulevard. Moreover, the City shall actively support the introduction of commuter rail services to the FEC right-of-way.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

[Objective 2.A11. [Reserved.]]

(Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A12. [Coordination with Metropolitan Planning Organization.]

The City shall continue to utilize the MPO and its processes to guide long range transportation decisions and to coordinate transportation plans with the Florida Transportation Plan; Adopted Work Program; and the MPO's Regional Long-Range 2030 Plan, Annual Transportation Improvement Program, Regional Transit Development Plan, and Congestion Management System (including Automated Traffic Management System (ATMS)).

Policy 2.A12.1. The City shall provide available data to the MPO concerning highway pavement condition, bridge condition, accident reports, traffic counts and congestion, transit facilities/equipment and capital plans.

Policy 2.A12.2. The City shall include findings from the highway pavement, bridge, safety, congestion, public transportation and intermodal management systems to determine capital improvements priorities.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A13. [Services for transportation disadvantaged persons.]

Through the MPO, the City shall continue to provide a coordinated and comprehensive approach to planning, development and transportation services that meet the needs of transportation disadvantaged persons.

Policy 2.A13.1. The City shall support and shall continue to help fund the Transportation Disadvantaged Program with County tax dollars.

Policy 2.A13.2. As resources permit, the City shall select projects to be funded under the capital improvement programs based on criteria which ensure that priority needs are met, including needs of the transportation disadvantaged.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A14. [Right-of-way protection.]

Preserve existing rights-of-way from building encroachment. Discourage and limit the encroachment of development in future rights-of way.

Policy 2.A14.1. The City shall adopt minimum Right-of-Way (ROW) standards for roadway corridors based on type.

Policy 2.A14.2. The rights-of-way program shall provide protection for regional and local transportation corridors as indicated in the Florida Transportation Plan prepared by the FDOT, Division of Planning and Programming.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Objective 2.A15. [Transportation Concurrency Exception Area.]

Establish a Transportation Concurrency Exception Area (TCEA) consistent with the boundaries of the Community Redevelopment Area (CRA) and included within the Existing Urban Service Area (EUSA) to promote urban redevelopment and infill development. Establish policies to promote urban redevelopment and infill development and mitigate (reduce) potential traffic congestion increases caused by the concurrency exemption and provide for a level of service transition zone to mitigate the impact of the TCEA on adjacent properties.

Policy 2.A15.1. The TCEA is a specific geographic area established in the Comprehensive Plan for urban redevelopment and infill development. The TCEA exists entirely within the designated CRA and EUSA. Transportation level of service standards shall not be applied (for concurrency purposes) to any development occurring within the TCEA as depicted on the TCEA Map in order to promote urban redevelopment and infill development.

Policy 2.A15.2. Transportation level of service standards for arterials within the TCEA Buffer Area as depicted on the TCEA Buffer Area Map shall allow an additional 30 percent increase in peak hour traffic over the adopted level of service standards set in Policies 2.A1.1 and 2.A1.2 of this element.

Policy 2.A15.3. Where appropriate, parking requirements shall be reduced citywide, including within the TCEA. The City shall promote the use of shared parking arrangements throughout its jurisdiction in order to reduce vehicular movement on roadways thereby reducing congestion and increasing the amount of land available for building or attractive landscaping when the following conditions are met:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and
2. The uses served thereby have different peak parking demands and operating hours; and

-
3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and
 4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.

Policy 2.A15.4. The City shall develop incentives for developers who provide preferential parking and other support facilities for high-occupancy vehicles, community bus services, shuttle services and car pools within the TCEA. The policies addressing mobility strategies must be developed by July 1, 2011.

Policy 2.A15.5. The City shall require the interconnection of parking lots on adjacent commercial properties at the time of development or redevelopment.

Policy 2.A15.6. Where possible, the City shall expand multi-modal transportation facilities within the TCEA as described in Policies 2.A7.7 through 2.A7.12.

Policy 2.A15.7. The City shall support public transit within the TCEA as described in Policies 2.A6.3, 2.A6.4, 2.A7.8, 2.A7.14, 2.A7.15, 2.A7.16, and 2.A7.17.

(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

Cross reference(s)—Capital improvements element and concurrency management system, Element 8.

Objective 2.A16. [Community Redevelopment Area parking plans and program.]

Within the CRA, parking plans and program should be established to serve and facilitate existing and future mixed-use development.

Policy 2.A16.1. The City shall encourage public/private shared parking areas.

Policy 2.A16.2. The City shall prepare a master parking plan.

Policy 2.A16.3. The City shall establish "in-lieu of" parking fee.

Policy 2.A16.4. Where appropriate, the City shall allow adjacent on-street parking spaces to count towards parking requirements for private development.

Policy 2.A16.5. The City shall review the Comprehensive Plan and Land Development Regulations to establish incentives for redevelopment.

(Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

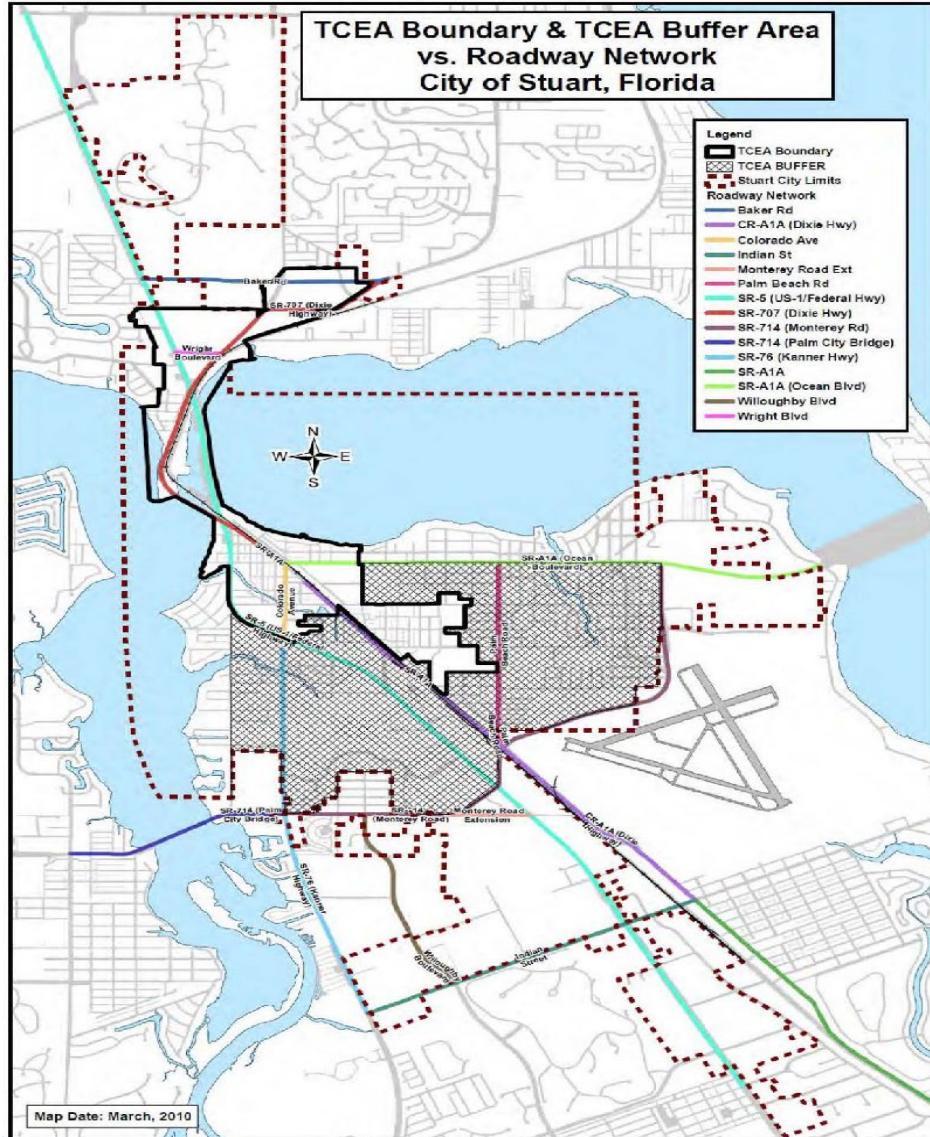
Objective 2.A17. [Greenhouse gas emission reduction.]

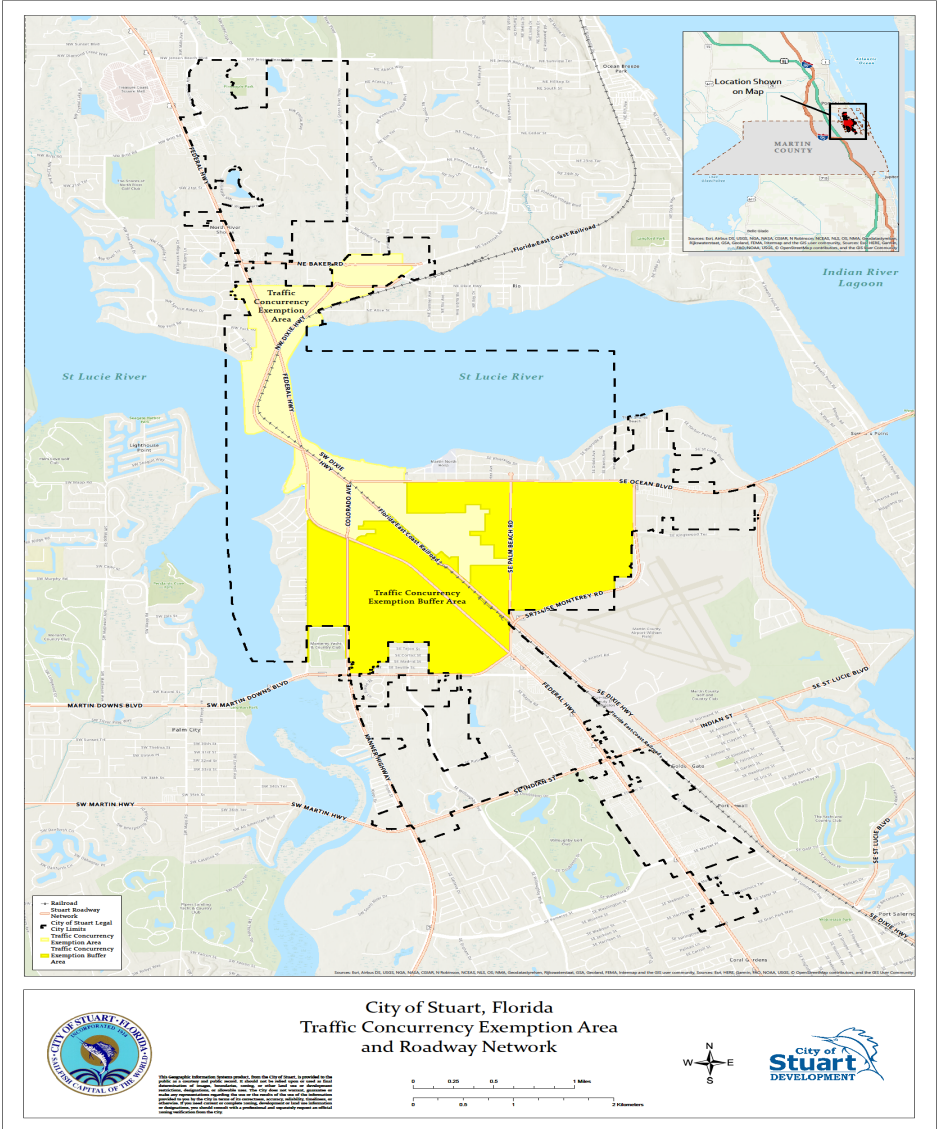
The City shall pursue and support transportation systems (e.g. high-speed rail, express buses, high-occupancy vehicles, bikeways) that reduce air quality degradation and help conserve energy.

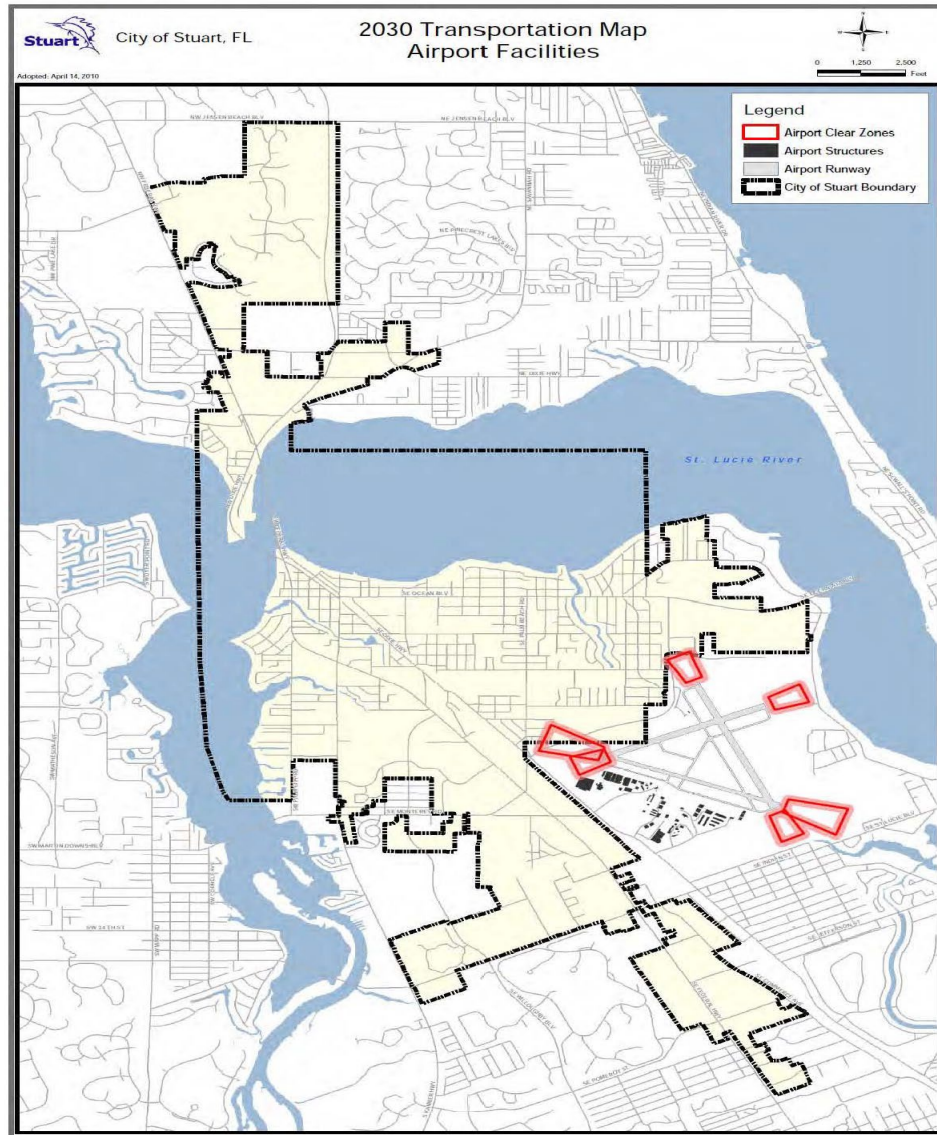
Policy 2.A17.1. Through incentives, which may include development review fast tracking, permit fee rebates, impact fee deferrals, and reduced parking requirements, the City will encourage private and public sector employers to promote fewer work-based vehicle trips through methods including but not limited to:

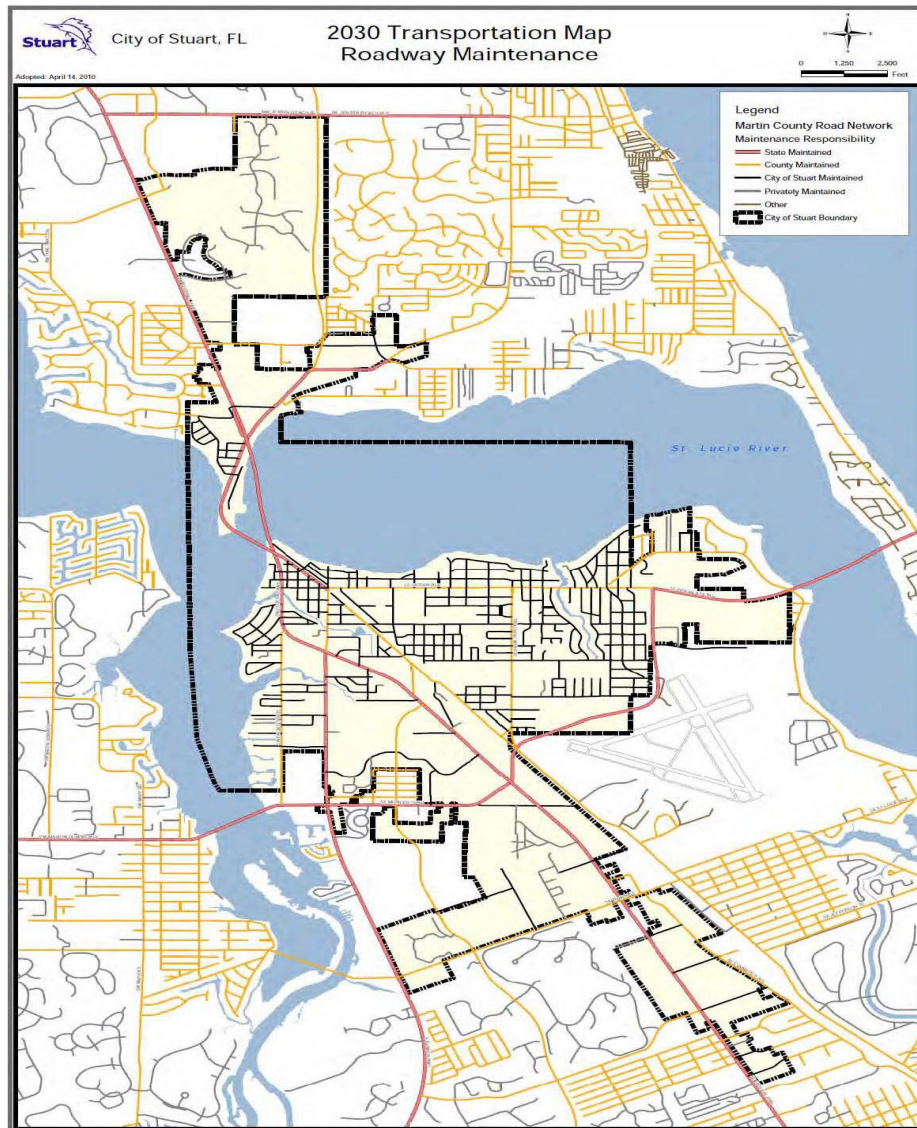
- Carpooling, bicycling and public transit use.
- Video conferencing or conference calls.
- Flex time programs for eligible employees.
- Green building educational materials to the community.
- Energy efficiency and cost saving measures.

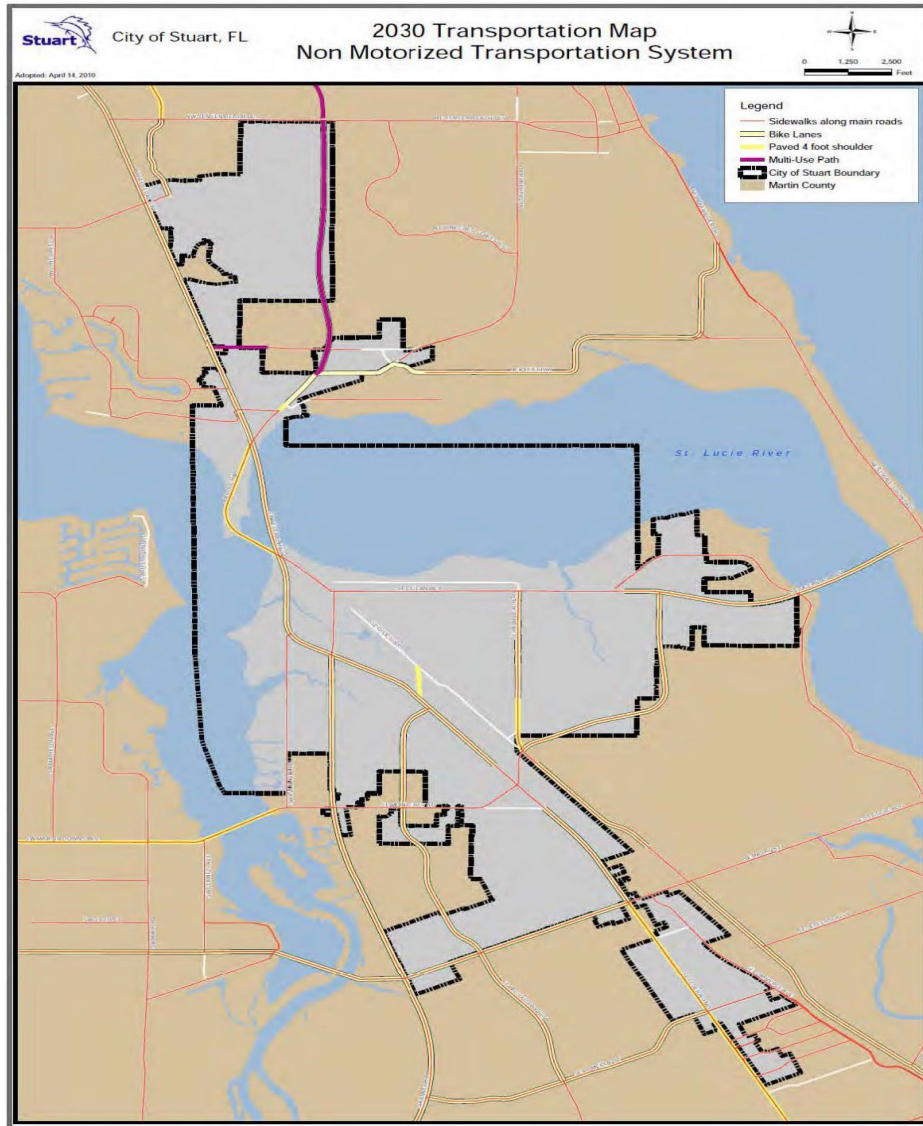
(Ord. No. 2205-2010, § 1(Exh. I), 9-27-2010; Ord. No. 2442-2020, § 1(Att. B), 12-14-2020)

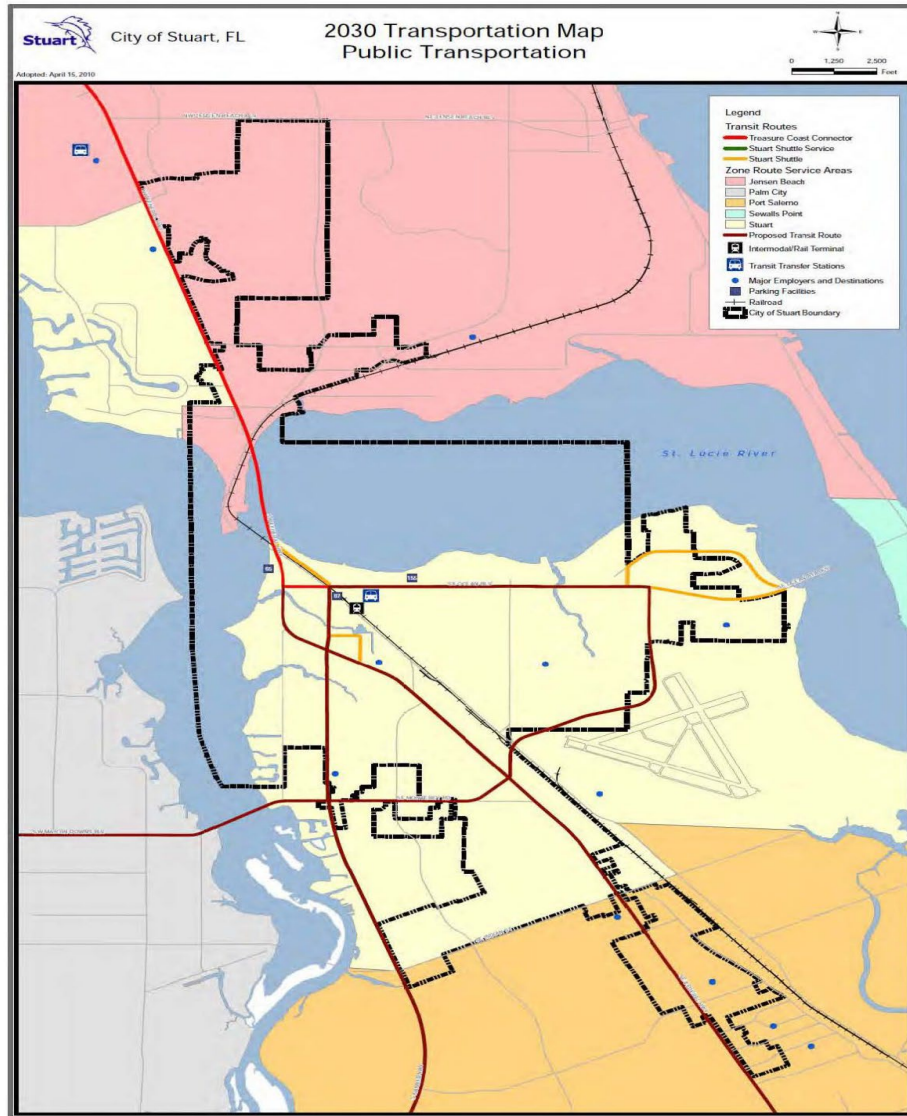


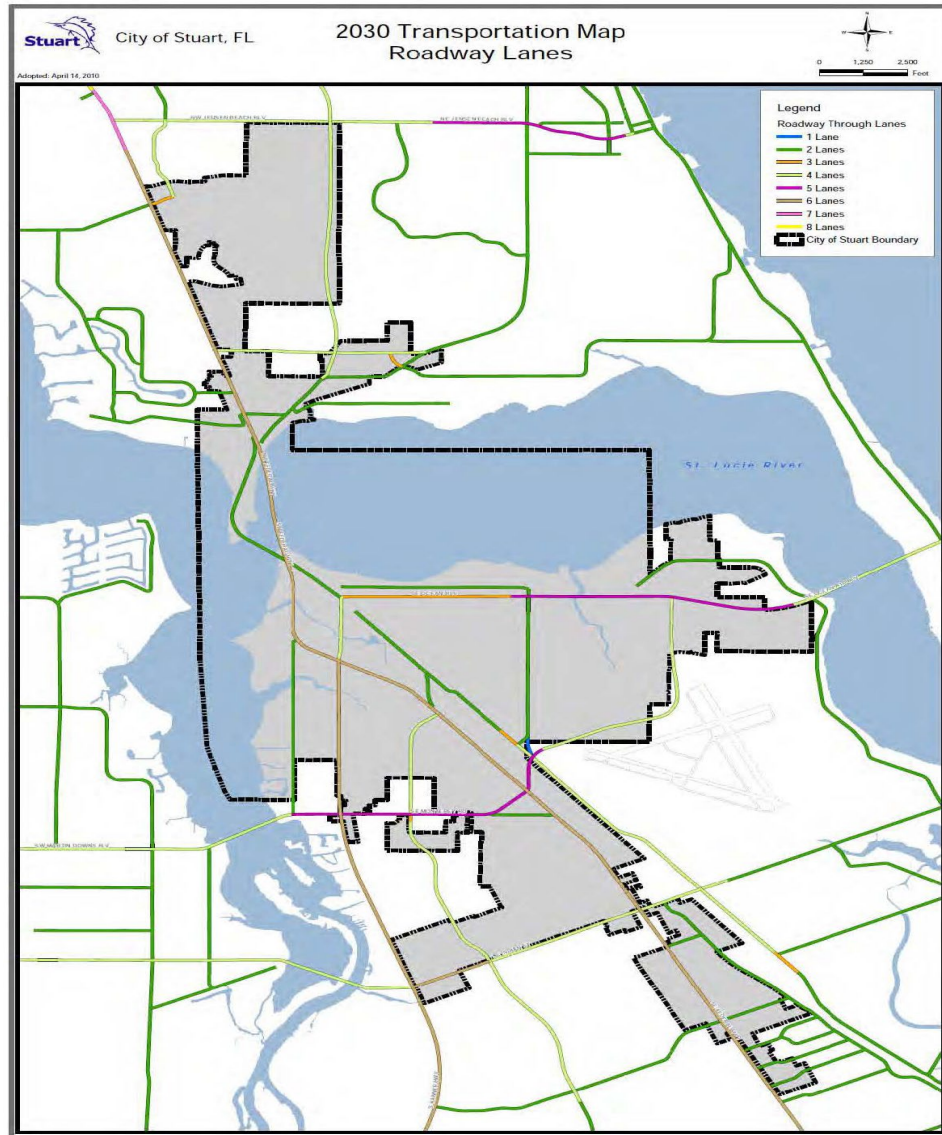


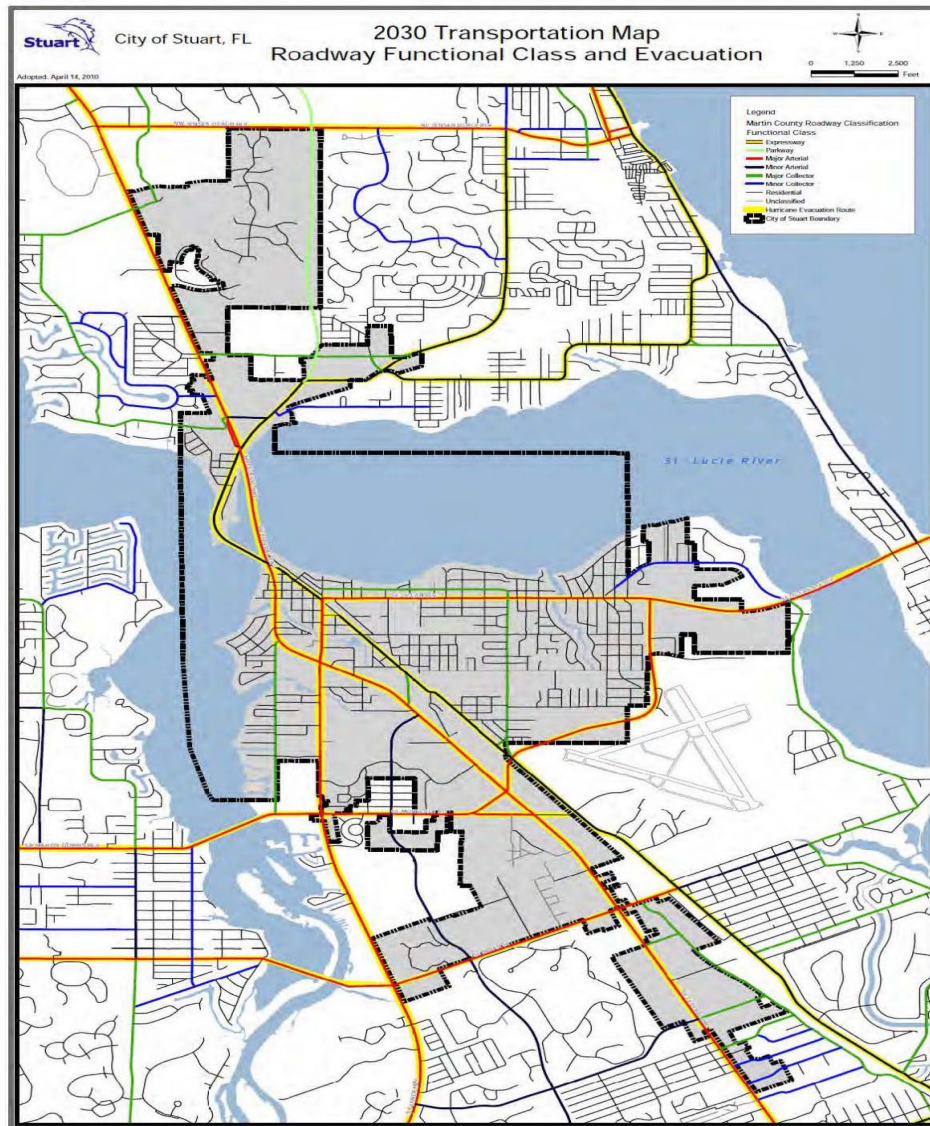


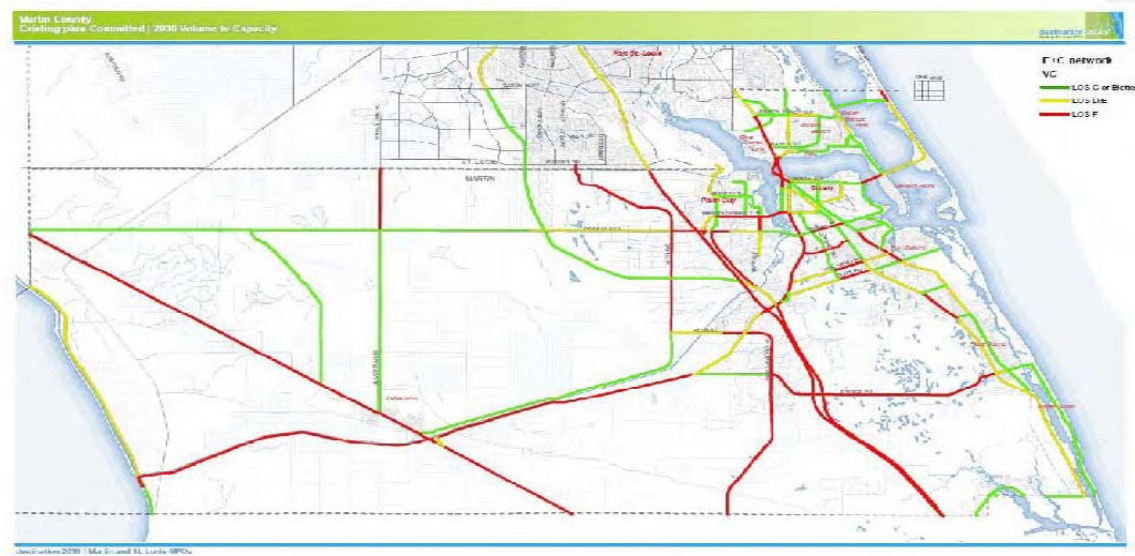
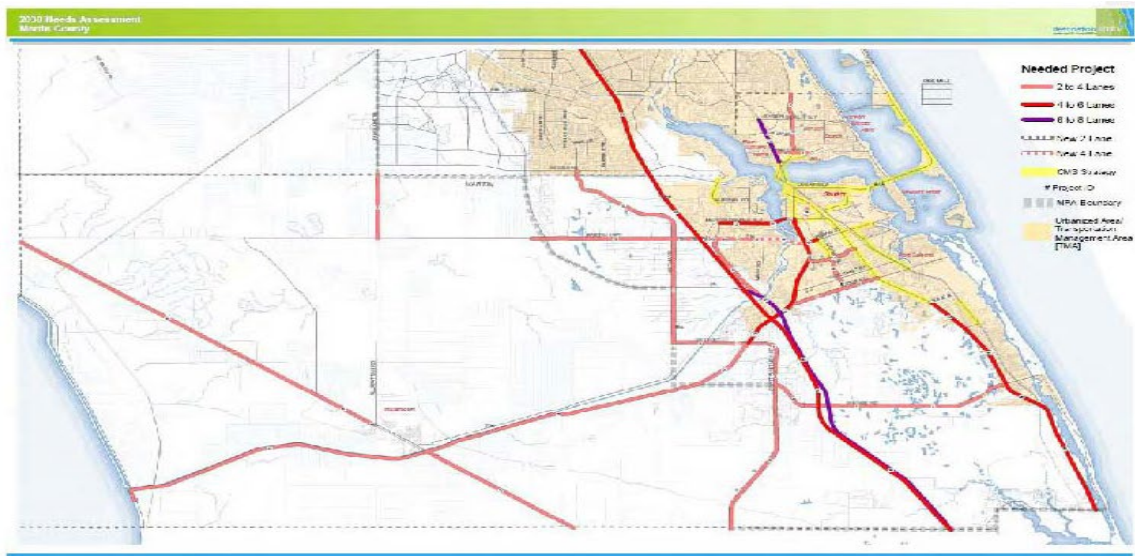












**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 2/10/2025

Prepared by: Jodi Nentwick

Title of Item:

POLK STREET HOTELS, INC. (AKA FAIRFIELD INN HOTEL) AMENDMENT TO THE OFFICIAL ZONING ATLAS (REZONE) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2537-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Polk Street Hotels, Inc., is requesting an Amendment to the Official Zoning Map. The applicant is seeking a change from the current zoning district of Urban Waterfront (UW) to a designation of Urban Highway (UH) for this 0.33-acre parcel which is located at 255 SW 6th Street, Stuart, FL. Both zoning districts have a Future Land Use designation of Downtown Redevelopment. The basis for the request is because the .33 acres that is currently designated as Urban Waterfront is not actually adjacent to the water and therefore does not constitute "waterfront". There is a parcel owned by another entity between this parcel and Frazier Creek.

Funding Source:

N/A

Recommended Action:

Staff has determined that the City Commission has the authority to grant the zoning change if it deems the request appropriate.

ATTACHMENTS:

1. 2537-2025 Polk Street Hotels - Rezone
2. CC Staff Report - Polk Hotel
3. Rezoning Justification
4. Survey
5. Public Notice Package



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

ORDINANCE NUMBER 2537-2025

* * * * *

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on December 11, 1989, the City of Stuart City Commission adopted Ordinance Number 1174-89, adopting a comprehensive growth management plan as mandated by the local government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan, that designated this future land use of this property as Downtown Redevelopment; and

WHEREAS, on August 28, 2024, an application was submitted by Polk Street Hotels, Inc. (Property Owner) to the City of Stuart for the rezoning of the subject property from Urban Waterfront (UW) to Urban Highway (UH); and

WHEREAS, the Local Planning Agency board held a property noticed hearing on January 16, 2025, to consider the Property Owner's request and recommended approval of the application to the City Commission to amend the Official Zoning Atlas; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Property Owner for a 0.33-acre parcel of land; and

WHEREAS, the City of Stuart has determined the need to change the Land Development Zoning District for said lands; and

WHEREAS, the City of Stuart City Commission has considered the Property Owner's voluntary request for zoning designations and has also considered the recommendation of City staff; and

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

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

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

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

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

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

SECTION 2: The following new documents are on file as public records of the City of Stuart, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “B”**, hereinafter the “Location Map”, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

SECTION 3 The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as “Urban Highway” for the subject property.

SECTION 4: This ordinance becomes effective upon adoption by the City Commission.

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

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

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

SECTION 8: Following the adoption of this Ordinance, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City

Commission, the Property Owner or any successor in interest may appear and may contest the allegation of the breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance adopting the same, the City Commission may impose or do any or all of the following:

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

Any breach of any provision or condition of this Ordinance by the Property Owner or successor in interest shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

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

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

Passed on first reading the ___ day of _____ 2025.

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:

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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
CITY MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT, ESQUIRE
CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTION

PARCEL D:

The West 119.10 feet of the following described parcel:

Start of the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 220 feet to the point of beginning; thence run North 20 feet; thence run East 161 feet; more or less to the waters of Frazier Creek thence meander Southeasterly the waters of Frazier Creek a distance of 195 feet; more or less, to a line which bears East and is 102 feet South of the point of beginning; thence run West a distance of 319 feet, more or less, to a point 102 feet South of the point of beginning; thence run North 102 feet to the point of beginning.

Parcel ID#: 05-38-41-000-000-00182-3

Address: 255 SW 6TH STREET

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EXHIBIT B – LOCATION MAP





To: *City Commissioners*

Prepared by: Jodi Kugler, Development Director

Meeting Date: Monday, January 27, 2025

Project ID No. Z24080011

Project Name: Polk Street Hotels, Inc. (*aka Fairfield Inn Hotel*)
Amendment to the Official Zoning Atlas (*Rezoning*)

GENERAL INFORMATION

Applicant/Owner: Polk Street Hotels, Inc., a Florida for-profit corporation
3423 SE Federal Highway
Stuart, FL 34997

Agent of Record: Jarod Gaylord, Esq., Law Offices of Marc R. Gaylord, P.A.

Location: 255 SW 6th Street

Parcel ID Number: 05-38-41-000-000-00182-3 (0.33-acres)

Parcel Size +/- 0.33-acres (14,748 square feet)

Future Land Use: Downtown Redevelopment

Existing Zoning: Urban Waterfront (UW)

Proposed Zoning: *Urban Highway (UH)*

Required Action: Change the zoning from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District

Existing Use: Vacant

Special District: Community Development Redevelopment (CRA) & Urban District

BACKGROUND ANALYSIS

The applicant, Polk Street Hotels, Inc., is requesting an Amendment to the Official Zoning Atlas from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District for this 0.33-acre site is located at 255 SW 6th Street, Stuart, FL. The Downtown Redevelopment Future Land Use category designates the property.

Aerial Map2

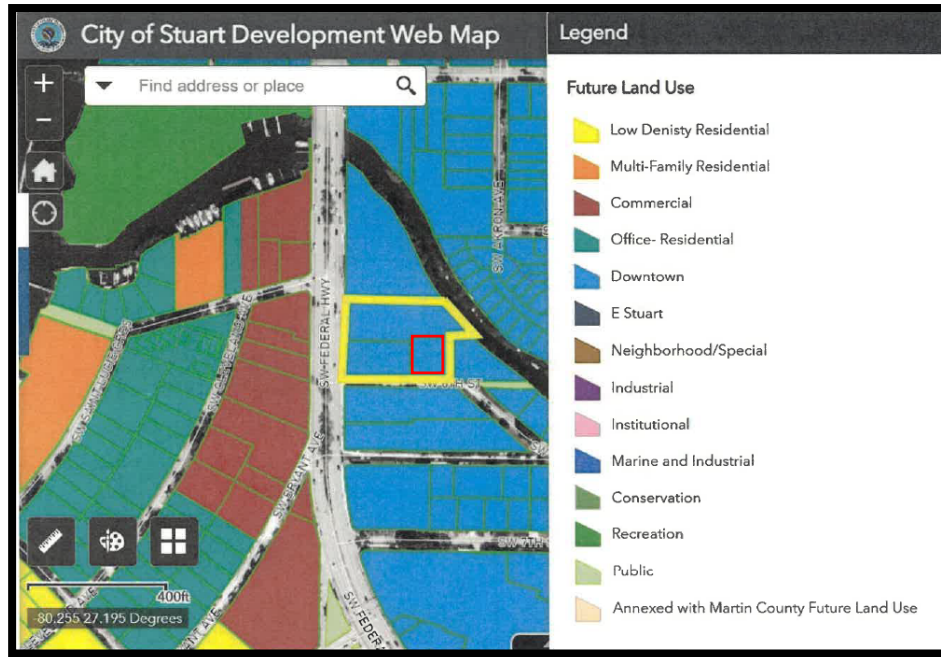


Future Land Use:

Objective 1.A.7. - The future land use categories defined below provide general descriptions intended to encompass all present and future land uses in the City of Stuart. The "Table of Land Use Densities and Intensities" provides specific density and intensity measures that shall establish the maximum density and intensity allowed in each land use category. The Future Land Use Map establishes the optimum, overall distribution of land uses as well as can be established on a City-wide basis. Neither these policies nor the Future Land Use Map shall be construed to mean that every parcel in a designated area is suitable for the designated use. Other plan objectives and policies will be applied to ensure that any proposed development will be suitable for the particular site. Similarly, the Future Land Use Map does not assure the landowner the right to the most intense use allowable under the designated future land use category. The City shall have the discretion to decide that the permitted land use shall be more limited than the maximum allowable under the future land use category; provided that the City shall approve some development that is consistent with the City's plan.

- **Policy 1.A7.1.(I). – Downtown Redevelopment:** The Downtown Redevelopment future land use designation applies only to land areas within the Stuart Community Redevelopment Area. General uses permitted include low-density residential, multi-family residential, office, commercial, recreation, lodging, public facilities, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.

Future Land Use Map

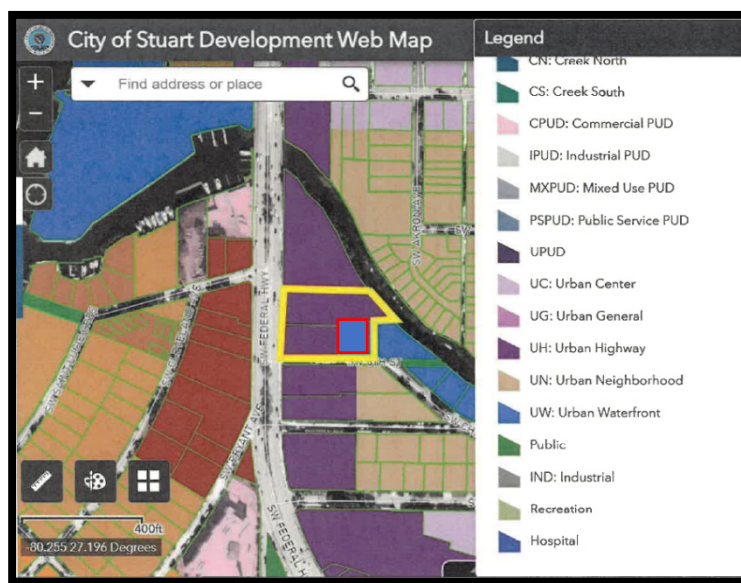


Current Zoning:

Section 3.01.03. – Urban standards and regulations for designated urban subdistricts.

Urban waterfront ("UW"), refers to special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential. Existing "marine industrial" uses are conditionally permitted. In both the North and South Points, UW is generally located along all waterfront properties throughout the CRA with the exception of those waterfront properties on the north side of Frazier Creek and on the east side of the "North Point" peninsula south of Fern Street.

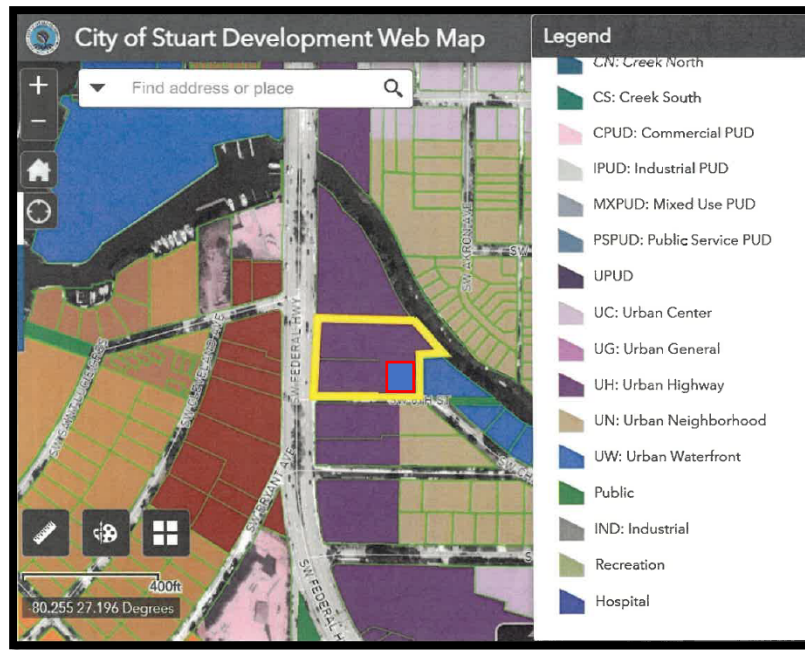
Current Zoning Map



Proposed Zoning:

Urban highway ("UH") occurs along both sides of SE Federal Highway as it traverses the Urban Code District. This area allows large front setbacks and highway-oriented commercial or high-density residential uses with generous parking lots. In the North Point, UH is generally located along the western side of SE Federal Highway and along the western side of the proposed Green River Parkway. In the South Point, UH is generally located along both sides of SE Federal Highway.

Proposed Zoning Map



**REZONING OF THE OFFICIAL ZONING ATLAS
STANDARDS OF REVIEW
LAND DEVELOPMENT CODE SECTION 11.01.09**

Section 11.01.09(G)(2) of the City of Stuart Land Development Code establishes the standards for reviewing Zoning Atlas Amendments. In reviewing this application for an amendment to the Official Zoning Atlas, the Local Planning Agency shall consider and make the following determinations:

A. The existing land use pattern.

The applicant's agent stated within their justification statement dated October 25, 2024, that the property is located along the intersection of Federal Highway and SW 6th Street. The applicant purchased the property, which consisted of three (3) separate lots in April 2023. The applicant then joined these parcels in a Unity of Title on May 10, 2023. The northern and western portions of the property retained the Urban Highway, while the southeastern portion of the property retained the Urban Waterfront zoning designations

This is inconsistent with the property, the surrounding community, and land use patterns. Most of the property is zoned Urban Highway, which is appropriate due to the location along Federal Highway. The property's southeastern portion is zoned Urban Waterfront, despite the lack of any frontage along Frazier Creek. The portion of the property is zoned Urban Waterfront and is not located along any waterfront.

The Urban Waterfront portion of the property is currently vacant. The surrounding properties vary in zoning depending on location. All properties on the eastern side of the Federal Highway located north of this portion of the property are zoned Urban Highway until SW Joan Jefferson Way. The properties immediately south contain a mixture of Urban Highway zoning located portion of those lots. The property immediately east is zoned Urban Waterfront which is more appropriate since this property contains water frontage.

Amending the zoning map will ensure the entire property is zoned consistently, and facilities appropriate redevelopment consistent with the existing land use pattern, rather than applying inconsistent and contradictory zoning regulations to the property.

Excerpts from the City of Stuart Comprehensive Plan:

GOAL STATEMENT 1.C

The future land use goal for the Community Redevelopment Area (CRA) [is] to maintain and strengthen the beauty, economic viability, cultural resources, and social importance of the area. This shall be accomplished through mixed-use zoning, preservation of historic buildings, innovative zoning and land use regulations, demolition, reconstruction, or substantial renovation of existing buildings and infrastructure, enhancement of marine resources, and other measures to promote urban redevelopment.

Objective 1.C1. - [Urban Code Overlay Zone.]

The City shall implement the Stuart Urban Code Overlay Zone in the CRA, which provides for adequate parking, encourages people to live, work, and shop without needing a car defines urban spaces with buildings, creates interesting and pleasant itineraries along sidewalks, conceals parking lots, promotes alternative modes of transportation, and provides for the harmony of architectural style.

Policy 1.C1.1. *The City of Stuart shall continue to implement the Architectural Regulations and the Stuart Urban Code in the CRA to regulate building size, height, and orientation.*

Policy 1.C1.2. *The City of Stuart shall continue to implement the Stuart Architectural Regulations which have been adopted based on the Stuart Urban Code for the CRA to regulate materials, colors, and landscaping for buildings. These regulations shall encourage traditional, durable construction with materials that age well and fit with the existing architectural heritage of Stuart.*

Surrounding Land Uses and Zoning

Location		Zoning District	Future Land Use	Existing Land Use
Subject Property		UW (Urban Waterfront)	Downtown Redevelopment	Vacant
Adjacent Parcels	North	UH (Urban Highway)	Downtown Redevelopment	Abandoned Funeral Home and Crematory
	South	UH (Urban Highway)	Downtown Redevelopment	Apartment Complex
	East	UW (Urban Waterfront)	Downtown Redevelopment	Professional Office Building
	West	UH (Urban Highway)	Downtown Redevelopment	Partially Vacant

B. *The possible creation of an isolated district unrelated to adjacent and nearby districts.*

The proposed rezoning to Urban Highway (UH) would not create an isolated zoning classification concerning the nearby zoning districts.

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

The proposed change in zoning should not affect the level of service capacity of transportation facilities, sewage facilities, water supply, parks, drainage, schools, solid waste, mass transit, or emergency medical facilities. Site-specific impacts will be addressed through a development application.

Before the issuance of any Final Development Order, the developer must demonstrate that all public facilities are available to serve the parcel and obtain a Certificate of Capacity.

Water/Wastewater

Water and wastewater services are available from the City of Stuart Utility Department.

Policy 1.A3.2. The City's Future Land Use Map and land development regulations shall direct development to areas where adequate utilities, services, and schools exist or are planned to protect natural resources.

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

The site is currently served for water and wastewater services by the City of Stuart Utility Department.

E. *The possible overloading of the city's drainage system.*

Before the issuance of any Final Development Order, the developer must demonstrate that all public facilities are available to serve the parcel and obtain a Certificate of Capacity.

F. *The existing district boundaries in relation to existing conditions on the subject property.*

Excerpts from the City of Stuart Comprehensive Plan:

Objective 1.C3. - Urban redevelopment.

- A. Revitalize the designated Urban Redevelopment Area (URA), including the CRA, by:*
- B. Maintaining or increasing the amount of development and redevelopment.*
- C. Maintaining or increasing the percentage of County-wide employment located in the URA and CRA and the City of Stuart as a whole.*
- D. Reducing blight conditions as defined by F.S. § 163.340(8)(a) and (b).*
- E. Achieving and maintaining a 90 percent occupancy rate of commercial and office spaces.*
- F. Enhancing the City's marine resources.*
- G. Promote multi-modal mobility throughout the CRA.*

Policy 1.C3.1. The URA is a specific geographic area established in the Comprehensive Plan for urban redevelopment as shown in the Stuart Redevelopment Map. The Community Redevelopment Area (CRA) established pursuant to the Community Redevelopment Act of 1969 is a specific geographic area identified in the Comprehensive Plan as shown in the Stuart Redevelopment Map.

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

The applicant's agent stated within their justification statement dated October 25, 2024, that While the Property was owned by a single owner before my client purchased the Property, the site was three separate lots. My client joined these parcels under a Unity of Title, recorded in Official Records Book 3374, Page 45 of the Martin County Public Records. This Unity of Title was necessary to ensure the redevelopment potential of the Property. This change resulted in the lot containing two zoning districts - the Urban Highway district on the western and northern portions of the Property and the Urban Waterfront district on the southeastern portion of the Property. The two zoning districts, while permitting many of the same uses, have some conflicting and contradictory development standards. For example, Urban Highway requires that "parking areas shall be located behind the rear facade of a principal building"/ while Urban Waterfront prohibits parking "between the rear building facade and the water. These conflicting regulations for the two zoning districts on the Property prevent the ability to provide parking. This, along with the convenience of being governed by one set of zoning restrictions, necessitates the approval of this rezoning application.

H. *The impact of the proposed rezoning upon living conditions in the adjacent neighborhood.*

The applicant's agent stated within their justification statement dated October 25, 2024, that the proposed rezoning will not have a material impact on living conditions in the adjacent neighborhood. The immediate surrounding area along the Federal Highway corridor is mostly commercial. The nearest residential neighborhood is along SW Channel Avenue. These properties are already accustomed to the nearby commercial uses. Rezoning a portion of the Property from the Urban Waterfront to the Urban Highway will not result in a material impact on these adjacent properties. This is because the permitted uses in the two zoning districts are similar. Additionally, the proposed use as a hotel is permitted in both zoning districts. As such, the rezoning application will not harm living conditions in the adjacent neighborhood. Instead, approving this petition will encourage redevelopment of a currently underutilized property into an attractive hotel.

I. *The impact of the rezoning upon the flow of light and air to adjacent neighborhood.*

Before the issuance of any Final Development Order, the developer must demonstrate that all impacts to flow of light and light and air to adjacent neighborhoods.

J. *The impact of the proposed rezoning upon property values in the area.*

The applicant's agent stated within their justification statement dated October 25, 2024. that the proposed rezoning will not negatively impact adjacent property values but will likely increase and improve these property values. The property currently contains a closed funeral home. The proposed redevelopment will include a modern hotel. The redevelopment of this property will increase the lot's value and the values of adjacent areas. The hotel will bring guests to the Downtown Stuart area who will frequent nearby shops, restaurants, and attractions. This trickle-down will help provide additional opportunities to nearby businesses and properties and increase nearby property values.

K. *The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations.*

The proposed rezone petition is consistent with the surrounding Urban Code District to the north, south, and west. Additionally, the proposed rezoning is consistent with the Goals, Objectives, and Policies of the

Comprehensive Plan pertaining to the retention and expansion of urban uses and encourages design standards and guidelines.

L. The existence of other adequate site in the city for the proposed use in districts already permitting such use.

The property is in the Community Redevelopment Area (CRA) and Urban District. The Urban Waterfront zoning and Urban Highway zoning designations allow for hotels as permitted use.

CONCLUSION:

Staff has reviewed the petition and determined that it conforms to the Standards of Review as outlined in Section 11.01.09 of the City of Stuart Land Development Code and is consistent with the City of Stuart Comprehensive Plan, Goals, Objectives, and Policies.

RECOMMENDATION:

Staff recommends the City Commission forward to the Second Reading/Adoption of Ordinance No. 2537-2024 to approve rezoning the subject parcel from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District.

LAW OFFICES OF
MARC R. GAYLORD, P.A.

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HOBE SOUND, FL 33455
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JARED E. GAYLORD, ESQ.

FORD T. DWYER, ESQ.
COLBY HEDDEN, ESQ.

October 25, 2024

**VIA EMAIL &
HAND DELIVERY**

Jodi Kugler
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Polk Street Hotels, Inc., a Florida for profit corporation
Section 11.01.09 - Zoning Map Change Application
Property Address: 505 SW Federal Highway, Stuart, Florida 34994 (the "Property")
PCN: 05-38-41-000-000-00170-7

Dear Ms. Kugler:

This office represents the interests of Polk Street Hotels, Inc., a Florida for profit corporation, (the "Owner") as it pertains to Owner's application to the City of Stuart for a zoning map change on the southeastern portion of the Property from Urban Waterfront to Urban Highway.

As the enclosed application packet, will demonstrate, the Owner's request satisfies the zoning map standards contained in Section 11.01.09 in that:

A. The existing land use pattern:

The Property is located along the intersection of Federal Highway and SW 6th Street. My client purchased the Property, which consisted of three separate lots, in April 2023. The Owner then joined these parcels in a unity of title on May 10, 2023.¹ The northern and western portions of the Property are zoned Urban Highway, while the southeastern portion of the Property retained the Urban Waterfront zoning designation.

This is inconsistent with the Property, the surrounding community, and the existing land use pattern. The majority of the Property is zoned Urban Highway, which is appropriate due to the location along Federal Highway. The Property's southeastern portion is zoned Urban Waterfront, *despite the lack of any frontage along Frazier*

¹ Recorded in Martin County Official Records Book 3374, Page 45.

Creek. Stated differently, the portion of the property zoned Urban Waterfront is not actually located along any waterfront. The Urban Waterfront portion of the Property is currently vacant.² The surrounding properties vary in zoning depending on location. All properties on the eastern side of Federal Highway located north of this portion of the Property are zoned Urban Highway until SW Joan Jefferson Way. The properties immediately south contain a mixture of Urban Highway zoning located along the Federal Highway right-of-way and Urban Neighborhood on the eastern portion of those lots. The property immediately east is zoned Urban Waterfront – which is more appropriate since this lot *actually contains waterfrontage*.

Amending the zoning map will ensure the entire Property is zoned consistently, facilitating appropriate redevelopment consistent with the existing land use pattern, rather than applying inconsistent and contradictory zoning regulations to the Property.

- B. The possible creation of an isolated district unrelated to adjacent and nearby districts:

The City's failure to rezone the Property is more likely to create an isolated district unrelated to adjacent and nearby districts. The Unity of Title that combined the separate lots into one parcel resulted in Property that is mostly zoned Urban Highway – except for the southeastern portion that remains Urban Waterfront. This is despite the fact that this portion of the Property *does not actually have any frontage along Frazier Creek or any other waterway*. In fact, this would be the only property near Frazier Creek that is zoned Urban Waterfront *without any frontage along the Creek*. Directly north of this Property is a large parcel zoned Urban Highway.³ The property directly south of our property is a mixture of Urban Highway on the frontage with Federal Highway and Urban Neighborhood on the eastern portion of the property.⁴ While the adjacent property just east of my client's Property is currently zoned Urban Waterfront, this is understandable given that the neighboring property contains frontage along Frazier Creek. Additionally, the rezoning of my client's Property will not create an isolated pocket zoned Urban Waterfront because the adjacent eastern property shares the Urban Waterfront zoning designation with neighboring properties that have frontage Frazier Creek.

Rezoning this portion of the Property to Urban Highway will *remove* the isolated Urban Waterfront district from the Property, make the Property's zoning consistent, and correct the landlocked Property's zoning by removing the "Waterfront" designation.

² The remaining portion of the property was previously a funeral home.

³ This property is 421 SW Federal Highway, Stuart, FL 34994.

⁴ This property is 603 SW Federal Highway, Stuart, FL 34994.

- C. The population density pattern of the area and possible increase or overtaking of the load on public facilities such as schools, utilities, and streets:

The requested rezoning application will not increase the population density pattern of the area and will not increase the load of public facilities.

The majority of the Property is currently zoned Urban Highway. This application seeks to rezone the southeastern portion of the Property, still zoned Urban Waterfront despite the recent Unity of Title. Rezoning this portion of the Property will remove certain conflicting development regulations between the two zoning districts. However, it will not dramatically change permitted uses for the Property. Urban Highway's zoning district is for "highway-oriented commercial or high density residential uses",⁵ while Urban Waterfront is for "special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential."⁶ These similar uses between the two zoning districts will ensure that the rezoning application will have an immaterial impact on the City's population density and public infrastructure. In fact, the proposed use as a hotel is permitted in both zoning districts. This proposed use will not increase population density or impact local schools because there is no residential component to hotel. Additionally, since the uses between the two zoning districts are so similar, it is unlikely that the rezoning application will result in more intense demands on local utilities or streets than what currently exists with the Urban Waterfront designation. Finally, the Property's proposed redevelopment was investigated by traffic engineers Simmons & White. The Traffic Impact Statement determined that the development of a hotel on the Property would have "an insignificant impact on all major roadways."

- D. The possible overloading of the city's sewage collection, treatment, and disposal facilities:

As stated above, the permitted uses between the Urban Highway and Urban Waterfront zoning districts are similar. This similarity means that granting the requested rezoning application is unlikely to result in a difference between the Property's existing rights and those associated impacts to sewage collection, treatment, and disposal facilities with what could occur if the rezoning application is granted. The Property's proposed use as a hotel is permitted in both the Urban Highway and Urban Waterfront zoning districts. Since this use will stay the same, there will be no possibility of an increased burden for sewage capacity, treatment, or disposal by granting the rezoning request.

- E. The possible overloading of the city's drainage system:

As previously mentioned, the permitted uses for the Property will remain very similar. The proposed use as a hotel is permitted in both the Urban Highway and Urban Waterfront districts. As such, the requested zoning change will not result in

⁵ See Chapter III, Sec. 3.01.03, Urban Code, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

⁶ See Id.

change or overloading of the City's drainage system. The Property's potential runoff will remain the same whether the zoning change is approved or denied. Additionally, the proposed civil engineering plans, prepared by EA3 Civil Engineering, Inc., utilize exfiltration, site regrading, and swales to ensure that runoff is adequately contained on the Property.

- F. The existing district boundaries in relation to existing conditions on the subject property:

The Property was previously used as a funeral home. Presently, the southeastern portion of the Property that is zoned Urban Waterfront is vacant. Changing the district boundary on this portion of the Property from Urban Waterfront to Urban Highway will have no impact on the existing conditions on the site because this area is presently vacant. Additionally, the proposed use as a hotel for the Property is permitted in both the Urban Highway and Urban Waterfront districts.

- G. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary and appropriate:

While the Property was owned by a single owner prior to my client's purchase of the Property, the site was three separate lots. My client joined these parcels under a Unity of Title, recorded in Official Records Book 3374, Page 45 of the Martin County Public Records. This Unity of Title was necessary to ensure the redevelopment potential of the Property. This change resulted in the lot containing two zoning districts – the Urban Highway district on the western and northern portions of the Property and the Urban Waterfront district on the southeastern portion of the Property. The two zoning districts, while permitting many of the same uses, have some conflicting and contradictory development standards. For example, Urban Highway requires that “parking areas shall be located behind the rear façade of a principal building”,⁷ while Urban Waterfront prohibits parking “between the rear building façade and the water.”⁸ These conflicting regulations for the two zoning districts on the Property prevent the ability to provide parking. This, along with the convenience of being governed by one set of zoning restrictions, necessitates the approval of this rezoning application.

- H. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood:

The proposed rezoning will not have a material impact on living conditions in the adjacent neighborhood. The immediately surrounding area along the Federal Highway corridor is mostly commercial in nature. The nearest residential

⁷ See Chapter III, Sec. 3.01.03(D)(3)(a), Urban highway, Parking, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

⁸ See Chapter III, Sec. 3.01.03(E)(3)(a), Urban waterfront, Parking, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

neighborhood is along SW Channel Avenue. These properties are already accustomed to nearby commercial uses. Rezoning a portion of the Property from Urban Waterfront to Urban Highway will not result in material impacts to these adjacent properties. This is because the permitted uses in the two zoning districts are similar. Additionally, the proposed use as a hotel is permitted in both zoning districts. As such, the rezoning application will not result in negative impacts for living conditions in the adjacent neighborhood. Instead, granting this application will permit the redevelopment of a currently under utilized Property into an attractive hotel.

- I. The impact of the rezoning upon the flow of light and air to adjacent areas:

The requested rezoning application will not impact the flow of light and air onto adjacent areas or properties if approved. As previously mentioned, the two zoning districts provide for similar uses. The proposed use of a hotel is permitted by either zoning district. While the Urban Highway and Urban Waterfront districts do diverge in some development standards, their building height limits are very similar. The Urban Highway district permits a principal building to be three stories, but if located along Federal Highway, the maximum building height could be four stories if all the parking is located in the rear of the building.⁹ Similarly, the Urban Waterfront district's principal building height maximum is three stories, unless 50% or more of the building is residential or a hotel, in which case a fourth story is permitted.¹⁰ Since the development standards for building height will remain very similar for the two districts and the proposed use of the property, granting the rezoning application will not materially change the flow of light and air to adjacent areas over what is permitted today.

- J. The impact of the proposed rezoning upon property values in the adjacent area:

The requested rezoning application will not negatively impact adjacent property values but will likely *increase and improve* these property values. The Property currently contains a closed funeral home. The proposed redevelopment will include a modern hotel. The redevelopment of this Property will not only increase the lot's property value, but the values for adjacent areas. The hotel will bring guests to the Downtown Stuart area that will frequent nearby shops, restaurants, and attractions. This "trickle down" will help provide additional opportunities to nearby businesses and properties and increase nearby property values.

⁹ The maximum building height of a three-story building is 35 feet and 45 feet for a four-story building. See Chapter III, Sec. 3.01.03(D)(2)(a), Urban highway, *Principal Building Height*, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

¹⁰ The maximum building height of a three-story building is 35 feet and 45 feet for a four-story building. See Chapter III, Sec. 3.01.03(E)(2)(a), Urban waterfront, *Principal Building Height*, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

- K. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations:

The rezoning of the Property will provide uniform zoning, permitting redevelopment in accordance with the City's regulations. This rezoning and planned redevelopment will not have a negative impact on improvement or development of adjacent properties. If anything, the redevelopment of this Property is likely to spur redevelopment and improvement of adjacent properties. Currently, the Property is an underutilized, former funeral home. The addition of a new hotel is more likely to encourage investment in the surrounding neighborhood than keeping the Property in its existing condition.

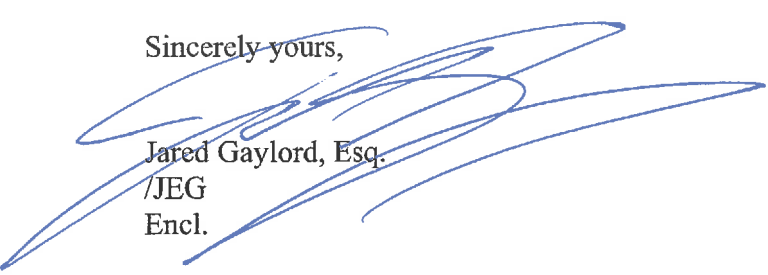
- L. The existence of other adequate sites in the city for the proposed use in districts already permitting such use:

There are not many other properties within the City that are as uniquely qualified as this Property for redevelopment as a hotel. The Property is located near Downtown, along the Federal Highway corridor. Additionally, the Property's two existing zoning districts – Urban Highway and Urban Waterfront – currently permit the development of a hotel on the Property. Furthermore, the Property's size of over 1.5 acres is appropriate for a hotel. There are not many other properties within the City that are uniquely qualified with the appropriate size, location, and zoning for redevelopment into a hotel.

Thank you for consideration of the rezoning of a portion of the Property from Urban Waterfront to Urban Highway. Granting this rezoning application will permit my client to proceed with redeveloping the Property to a use that is currently permitted by both zoning districts present on the lot. However, denial of this rezoning application would create an undue hardship by forcing my client to abide by two zoning districts with conflicting regulations. The result of such denial would be the inability to redevelop the Property, a denial of the reasonable use of the land, and a dramatic reduction in value.

For these reasons and the responses contained herein, the City must grant approval of the requested rezoning application. If you have any questions or concerns regarding the foregoing, please do not hesitate contacting the undersigned.

Sincerely yours,



Jared Gaylord, Esq.
/JEG
Encl.

SURVEYOR'S NOTES

- BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°23'14"E ALONG THE EAST RIGHT OR WAY LINE OF S.W. FEDERAL HIGHWAY.
- THE ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), REFERENCE MARTIN COUNTY BENCHMARK "89002", ELEVATION = 4.57 FEET. THE TEMPORARY BENCHMARKS AS SHOWN THIS SURVEY ARE BASED ON A CLOSED LEVEL LOOP FROM "89002" TO "89002", WITH A VERTICAL CLOSURE OF 0.00. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.
- WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
- 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 ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.
- THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.) ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.000008157.
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONES X AND AE (EL 5), REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL 0134, SUFFIX H, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
- THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177.39, FLORIDA STATUTES. THE MEAN HIGH WATER LINE AS SHOWN HEREON BASED ON THE LOCATION OF ELEVATION (-)0.38 FEET N.A.V.D. 88. THE MEAN HIGH WATER ELEVATION WAS INTERPOLATED FROM TIDAL DATUM ELEVATIONS AT THE SITE AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- LAST DATE OF FIELD DATA ACQUISITION WAS CARRIED OUT ON JANUARY 26, 2023.
- THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PERFORMED BY CHICAGO TITLE INSURANCE COMPANY, REFERENCE ISSUING OFFICE FILE NUMBER 402101606TS, CUSTOMER FILE NUMBER CF #21-638399-NA, ORDER NUMBER 10027339, DATED NOVEMBER 12, 2021 AT 11:00 PM, REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE BII:

- Right of Way Easement in favor of Southern Bell Telephone and Telegraph Company, recorded in Official Records Book 458, page 1317. (RESPONSE: AFFECTS THE PARCEL. SHOWN ON SURVEY.)
- Easement in favor of Florida Power & Light Company, recorded in Official Records Book 2520, Page 2274, (as to Parcel D). (RESPONSE: AFFECTS THE PARCEL, SHOWN ON SURVEY.)

LEGAL DESCRIPTION

PARCEL A:

South 100 feet of the North 743.41 feet of the West 220.00 feet of Government Lot 7, Section 5, Township 38 South, Range 41 East, lying West of Frazier Creek.

PARCEL B:

Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 33.00 feet to the East right of way of State Road No. 5 (U.S. 1) for the point of beginning; thence run North along said East right of way a distance of 20.00 feet; thence run East a distance of 187.00 feet; thence run South a distance of 20.00 feet; thence run West a distance of 187.00 feet to the point of beginning.

PARCEL C:

Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South 0°0'3" East, along the West line of said Lot 7, a distance of 643.41 feet; thence run North 89°54' East a distance of 220 feet to the Point of Beginning; thence run South 0°0'3" East, a distance of 100 feet; thence run North 89°54' East a distance of 167.09 feet to the Southwesterly right of way line of Frazier Creek right of way as recorded in Deed Book 16, Pages 587 and 589, Public Records of Martin County, Florida; thence run Northwesterly 132.27 feet along arc of curved right of way line, said curve having a radius of 732 feet and being concave to the Northeast and chord of said arc being 132.09 feet in length with a bearing of North 40°53'44" West, to the Point of Intersection with a line bearing North 89°54' East from the Point of Beginning; thence run South 89°54' West, along lastly described line, a distance of 80.61 feet to the Point of Beginning.

PARCEL D:

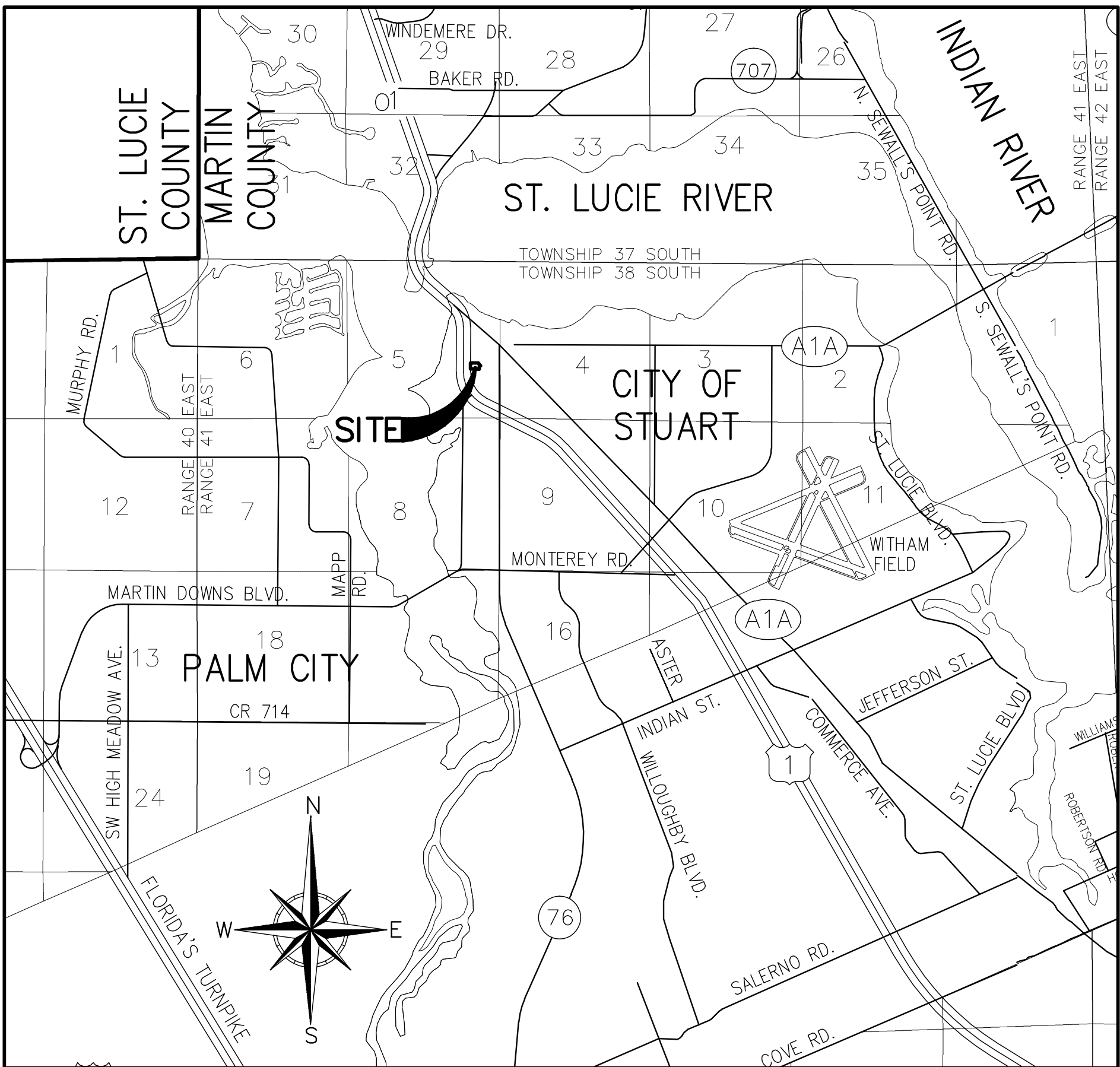
The West 119.10 feet of the following described parcel:

Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 220 feet to the point of beginning; thence run North 20 feet; thence run East 161 feet; more or less to the waters of Frazier Creek thence meander Southeasterly the waters of Frazier Creek a distance of 195 feet; more or less, to a line which bears East and is 102 feet South of the point of beginning; thence run West a distance of 319 feet, more or less, to a point 102 feet South of the point of beginning; thence run North 102 feet to the point of beginning.

PARCEL E:

Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7 a distance of 865.41 feet; thence run East 33.00 feet to the East right of way of State Road 5, the Point of Beginning. Thence run North along said East right of way a distance of 102.00 feet; thence run East a distance of 187.00 feet; thence run South a distance of 102.00 feet; thence run West a distance of 187.00 feet to the Point of Beginning, subject to a 10 feet street right of way easement along South Lot line, lying and being in Martin County, Florida.

CONTAINING 68,891 SQUARE FEET OR 1.58 ACRES, MORE OR LESS.



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

- | | |
|---------|-------------------------------|
| SHEET 1 | COVER |
| SHEET 2 | BOUNDARY AND EASEMENT DETAILS |
| SHEET 3 | TOPOGRAPHIC DETAILS |

ABBREVIATIONS

A/C	AIR CONDITIONING
BFP	BACKFLOW PREVENTOR
BL	BETSY LINDSAY, INC.
BLDG.	BUILDING
(C)	COMPUTED PER FOUND MONUMENTATION
CLF	CHAINLINK FENCE
CM	CONCRETE MONUMENT
CONC.	CONCRETE
(D)	PER DEED
D.B.	DEED BOOK
EL.	ELEVATION
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
F.F.E.	FINISHED FLOOR ELEVATION
FND.	FOUND
FPL	FLORIDA POWER & LIGHT COMPANY
GVMT.	GOVERNMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INV.	INVERT
IR	IRON ROD
LB	LICENSED BUSINESS
MNW	MAG NAIL & WASHER
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
PK	PARKER KALON NAIL
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PT.	POINT
R/W	RIGHT OF WAY
S.B.T.	SOUTHERN BELL TELEPHONE
TBM	TEMPORARY BENCHMARK
TRAV.	TRAVERSE
W/	WITH

SYMBOL LEGEND

- | | |
|---------------|--|
| × 15.25 | FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES) |
| × 15.2 | FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES) |
| ○ RISER | TELEPHONE RISER |
| [TV] | CABLE TELEVISION RISER |
| [G] | GAS RISER |
| [WM] | WATER METER |
| [V] | GATE VALVE |
| [F] | FIRE HYDRANT |
| [C] CLEAN OUT | SANITARY CLEANOUT |
| [L] | CONCRETE LIGHT POLE |
| [M] | METAL LIGHT POLE |
| [W] | WOOD LIGHT POLE |

LINE TYPE LEGEND

- | | |
|---------|---------------------|
| — GAS — | BURIED GAS LINE |
| — WL — | BURIED WATER LINE |
| — CLS — | CENTERLINE OF SWALE |
| — TOB — | TOP OF BANK |
| — TOE — | TOE OF SLOPE |

SURVEYOR'S CERTIFICATE

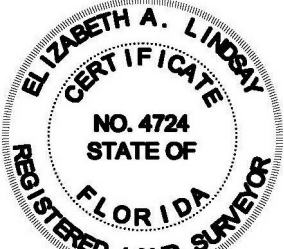
I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON JANUARY 26, 2023 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY 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 ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER UNLESS DIGITALLY SIGNED

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON March 29, 2023



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	REVISIONS
03/29/2023	REVISE PER CLIENT

DATE 01/26/2023

SCALE AS SHOWN

STUART RD &
FIELD BK. 41, MARTIN CO.

DRAWN BY D.B.

CHECKED BY E.A.L.

A PORTION OF GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38
SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

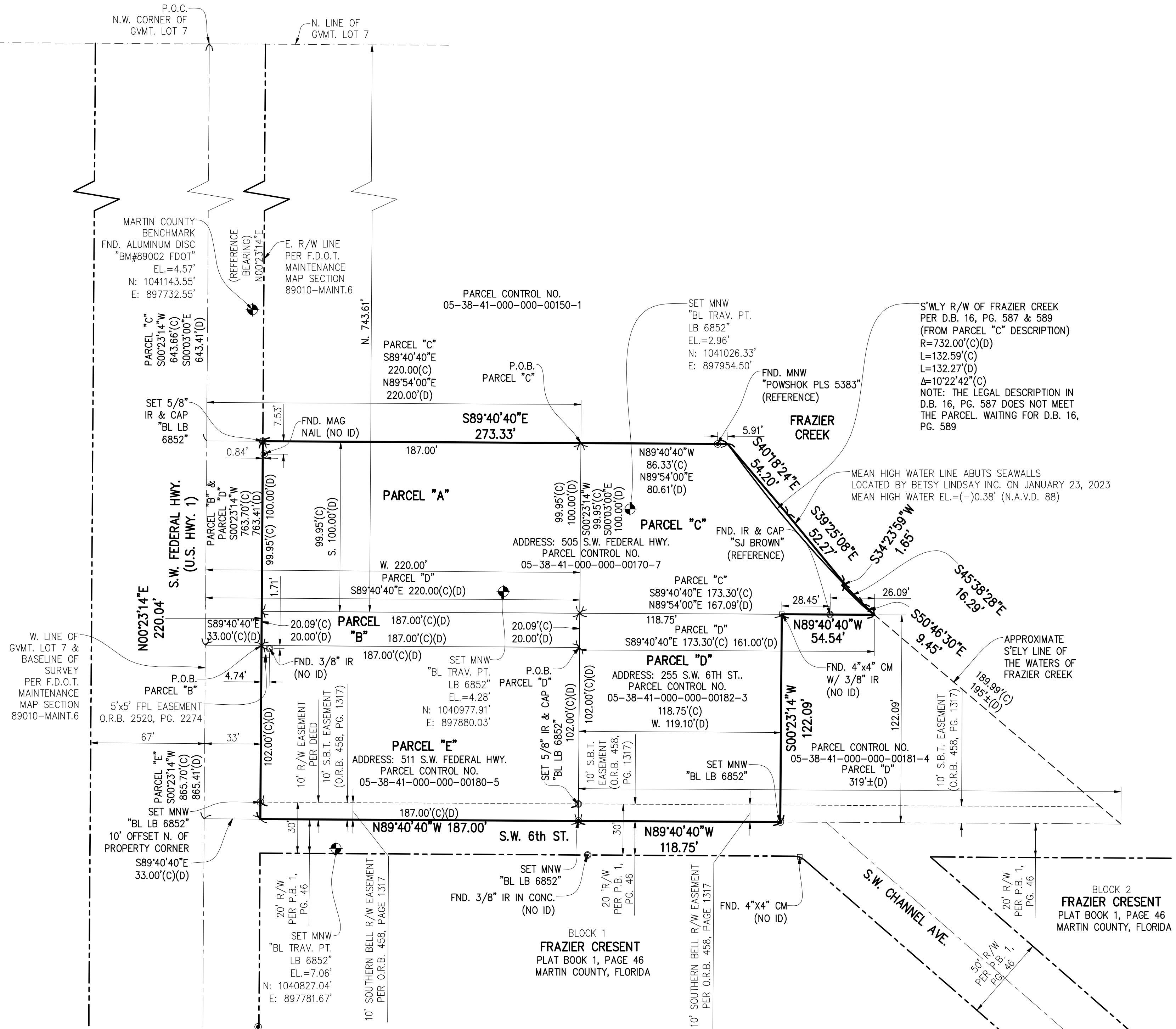
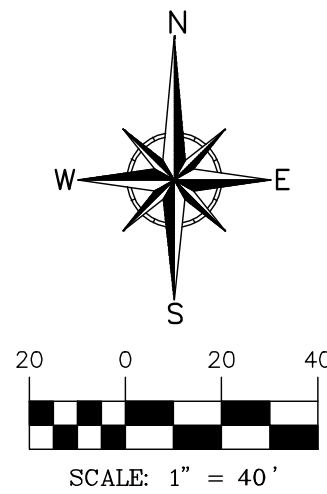
BOUNDARY SURVEY
SEACOAST HOTELS

SHEET NO. 1

OF 3 SHEETS

PROJECT NO.
23-01

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



B

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
03/29/2023	REVISE PER CLIENT

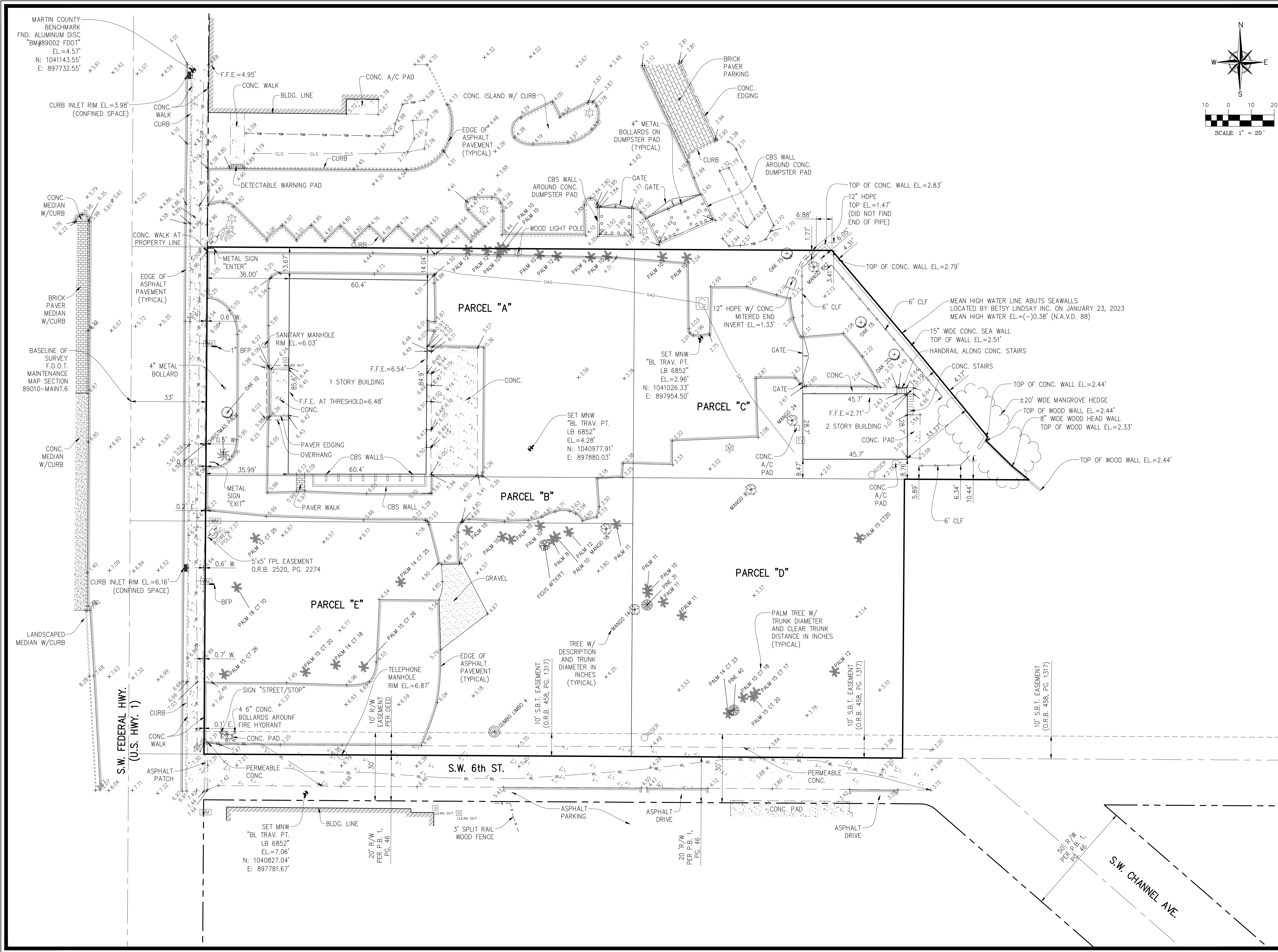
DATE 01/26/2023
SCALE 1"=40'
FIELD BK. 41, MARTIN 66
DRAWN BY D.B.
CHECKED BY E.A.L.

A PORTION OF GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38
SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY
SEACOAST HOTELS

SHEET NO.	2
OF 3 SHEETS	
PROJECT NO.	23-01

S:\2023 PROJECTS\23-01 SW 6th St. & S.W. Channel Ave. Seacoast Hotels, 3/29/2023 3:27:18 PM, DWG TO PDF.plt, 08-2006-05, 08-2006-05



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
03/29/2023	REVISE PER CLIENT

DATE 01/26/2023
SCALE 1"=20'
FIELD BK. 41 MARTIN 66
DRAWN BY D.B.
CHECKED BY E.A.L.

A PORTION OF GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38
SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY
SEACOAST HOTELS

SHEET NO. 3
OF 3 SHEETS
PROJECT NO. 23-01

Sign Specifications

According to Ordinance 2266-2013

Sections 11.01.08.6.A.2, 11.01.08.9.A.3, 11.01.09.6.B, 11.01.09.9.B, and 11.02.02

The City of Stuart requires notification by posting for the public hearing required for your application. The following is a representation of the sign required for proper notification.

Please have a sign created and installed to the following specifications:

- The sign shall be installed perpendicular to, and clearly visible from, the nearest public street in a location approved by the Development Department in advance of installation.
- The sign shall not be less than 36 by 48 inches in dimension when adjacent to arterial roads and not less than 24 by 36 inches in dimension when adjacent to non-arterial roads.
- The sign shall have a uniform "City blue" background.
- The sign shall have white lettering of a legible font size.
- The sign shall be double-sided and waterproof.

The sign is required to be installed at least 15 days before the public hearing, or before **December 23, 2024**. After installation of the sign, please complete the included *Affidavit Attesting to Notification by Posting* form and return it to the City of Stuart Development Department. Please include a photo of the sign after it has been installed.

Failure to provide posted notice continuously from the time posted notice is to commence until the Public Hearing or the hearing which is the subject of the notice shall not be deemed as failure to give the notice required by this code and action taken by the City after such notice shall not be deemed void for lack of posted notice. Lost signs or signs that become illegible for any reason shall be replaced by the applicant or petitioner as reasonably soon as possible upon notification to do so by the City. Signs shall be removed within five days of the conclusion of the noticed public hearing or hearing.

Should you have any questions regarding the signposting, please contact me at (772) 288-5328, or by email at jnentwick@ci.stuart.fl.us.

Sign Specifications

48" Arterial Road

(36" Non-Arterial Road)

NOTICE OF PUBLIC HEARING

REZONING REQUEST

FOR PROJECT NO. Z24080011

LOCATED AT: 255 SW 6th STREET

Parcel ID Number:

05-38-41-000-000-00182-3 (0.33-acres)

**REQUEST TO CONSIDER A REZONING FROM
URBAN WATERFRONT (UW) ZONING DISTRICT TO
URBAN HIGHWAY (UH) ZONING DISTRICT**

STUART LOCAL PLANNING AGENCY (LPA)

January 16, 2025 AT 5:30 PM

STUART CITY COMMISSION

February 10, 2025 AT 5:30 PM

February 24, 2025 AT 5:30 PM

STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

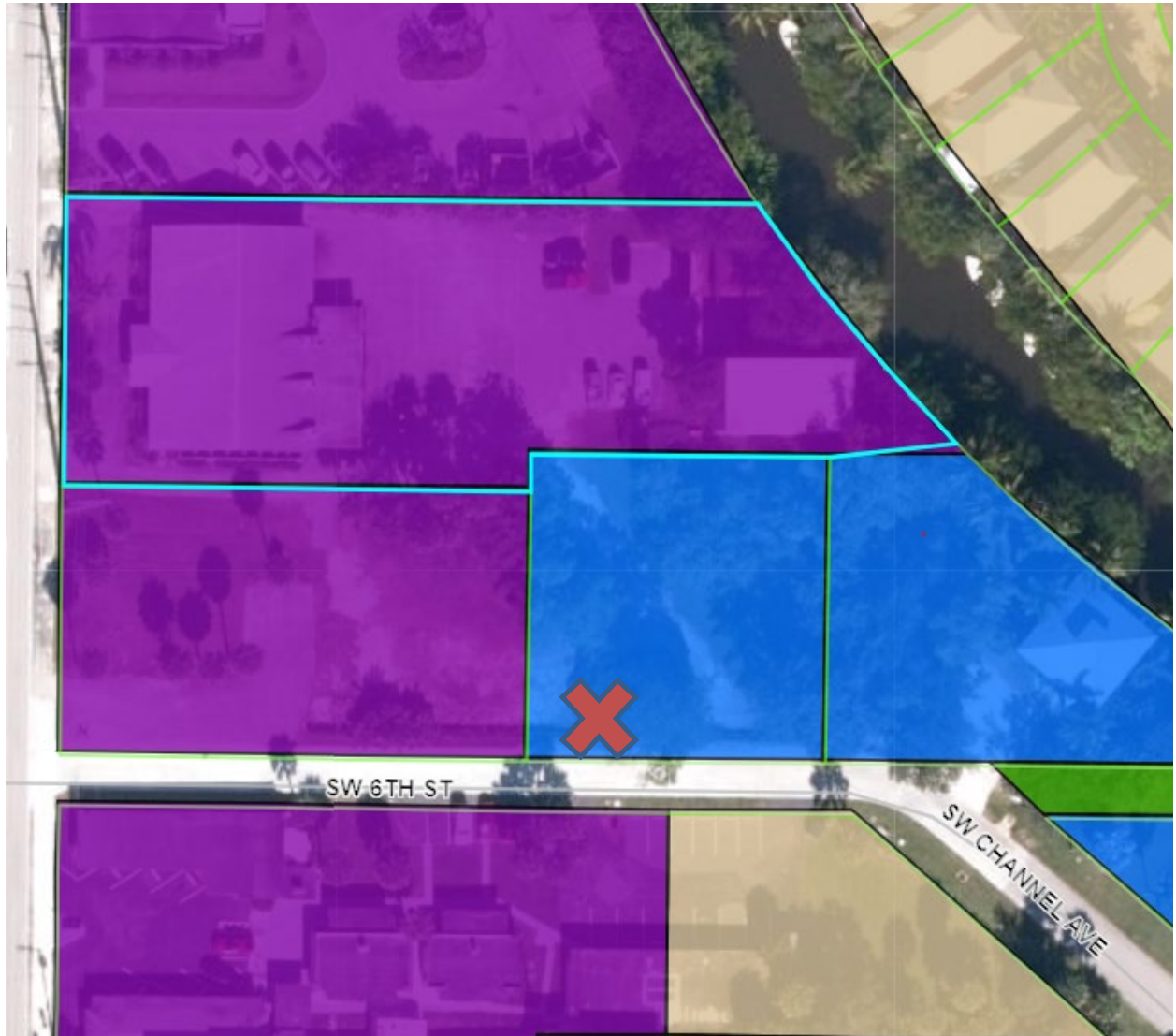
36" Arterial Road

(24" Non-Arterial)

Sign Specifications

Arterial Roads





Notice to Surrounding Property Owners within 300 Feet

Subject: **Public Hearing Before:**
Local Planning Agency (LPA)

Petitioner: **Polk Street Hotels Inc.**

Parcel Address: **2970 SE Dominica Terrace, Stuart, FL 34997**

Parcel ID Number(s): **05-38-41-000-000-00182-3 (0.33-acres)**

Proposed Request: **Request to consider rezoning from Urban Waterfront (UW) Zoning Designation to Urban Highway (UH) Zoning Designation.**

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the City Local Planning Agency (LPA) on **Thursday, January 16, 2025, at 5:30 PM** to consider the above request.

The public hearing(s) will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart, and via a Zoom link available before the meetings.

All interested parties and citizens may appear and be heard as to any, and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call me at (772) 288-5328, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Jodi Kugler

Jodi Kugler
Development Director
jnentswick@ci.stuart.fl.us

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

**LOCAL PLANNING AGENCY
AFFIDAVIT ATTESTING
TO NOTIFICATION**

_____, being first duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

Project ID# Z24080011
Project Name: Polk Street Hotles, Inc.
Parcel ID Number: 52-38-41-013-000-0002-6

That a copy of the notice was sent by regular U.S. Mail on (_____) to the property owners within 300 feet of the subject property; and

A list of the property owners and their addresses is on file with the City of Stuart; and

A photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent, and the property was posted 15+ days prior to the scheduled public hearing(s) for this item.

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF _____

Sworn and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, _____ By

_____.
Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of ____
(Notary Seal)

My Commission expires:

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

Meeting Date: 2/10/2025

Prepared by: Lee Baggett

Title of Item:

REPEAL OF ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION (RC):

ORDINANCE No. 2538-2025; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, REPEALING ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION, OF CHAPTER 20 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

The City Commission adopted Ordinance No. 2413-2019 and 2416-2019 creating Article IX (9), of Chapter 20 of the Code of Ordinances on October 28, 2019, which provided for the regulation of single use plastic straws within the City of Stuart and also provided regulation of polystyrene and single-use plastics on City-owned property.

During first reading of the Ordinance, the City Commission discussed the fact that the regulation has not lead to a reduction of single use plastics but has continued to place a financial burden on the City Business owners that use straws. There was additional discussion that the City should continue to maintain the regulation to send a message regarding single use plastics. After deliberation, the City Commission voted to move the Ordinance to second reading.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No.: 2538-2025 at second reading.

ATTACHMENTS:

1. 2538-2025 Repeal of Article IX
2. 2538-2025 Exhibit A
ARTICLE_IX.___EXPANDED_POLYSTYRENE_AND_PLASTICS_REGULATION (Strikethrough)
3. 2413-2019 - Ordinance
4. 2416-2019 -Ordinance
5. 2538-2025 Business Impact Estimate Repeal of Straw Ordinance



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

ORDINANCE NUMBER 2538-2025

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, REPEALING ARTICLE IX, EXPANDED POLYSTYRENE AND PLASTICS REGULATION, OF CHAPTER 20 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission for the City of Stuart, Florida is authorized by provisions in Chapter 166, Florida Statutes, to establish and adopt ordinances which are intended to serve and provide public benefit to the residents and visitors of the City of Stuart; and

WHEREAS, the City Commission adopted Ordinance Nos. 2413-2019 and 2416-2019 creating Article IX, Expanded Polystyrene and Plastics Regulation, of Chapter 20 of the Code of Ordinances on October 28, 2019 which regulated the distribution of expanded polystyrene and single-use plastics on City-owned property and rights-of-way, and commercial use and distribution of single-use plastic straws with the intent on being beneficial to the environment; and

WHEREAS, the City subsequently learned that alternative disposable food service articles and straws currently being used are made from paper and/or bamboo containing PFAS chemicals, which can stay in the environment for decades, contaminate water supplies, and are associated with health problems, and as a result, the City ceased enforcing Article IX, Expanded Polystyrene and Plastics Regulation, of Chapter 20 of the Code of Ordinances; and

WHEREAS, from time to time, the City Commission updates its regulations to be consistent with its intent and to benefit the community.

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

SECTION 1: Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2: That Article IX, Expanded Polystyrene and Plastics Regulation, of Chapter 20 of the Code of Ordinances is hereby repealed and reserved for future use in its entirety. A copy of Article IX of Chapter 20 is attached hereto as **Exhibit “A.”**

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall take effect immediately upon adoption.

First read on the ____ day of January, 2025.

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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

ARTICLE IX. EXPANDED POLYSTYRENE AND PLASTICS REGULATION

DIVISION 1. IN GENERAL

Sec. 20-201. Findings and intent.

The city commission finds that the reasonable control of the distribution of expanded polystyrene products (sometimes called Styrofoam, a Dow Chemical Co. trademarked form of polystyrene foam insulation) and single-use non-recyclable plastics in response to the growing issue of these items ending up in overburdened landfills, waterways, preserves and other public lands is required to protect the public health, safety, and welfare of the residents. It is the intent and purpose of this article to provide and maintain, for the citizens and visitors of the city, healthy and aesthetically pleasing experiences, while simultaneously advancing the city's sustainability goals and contributing to its long-term economic vitality by reducing the introduction of these non-biodegradable and environmentally deleterious products into surrounding ecosystems and landfills. The provisions of this article are not intended and shall not be construed as superseding or conflicting with any statutory provisions relating to, or rules and regulations promulgated by, the state department of agriculture and consumer services, but shall be construed as implementing and assisting the enforcement thereof.

(Ord. No. 2413-2019, § 1, 10-28-2019)

Sec. 20-202. Definitions.

As used in this article, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

Biodegradable materials shall mean manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.

Bioplastics shall mean a type of biodegradable plastic derived from biological substances rather than from petroleum, which have a rate of biodegradation that is exponentially faster than traditional plastics.

City contractor shall mean any person in privity of contract with the city conducting business on city-owned property or within the city right-of-way, including but not limited to: contractors, vendors, lessees, licensees, concessionaires, and operators of a city facility or property.

Distribute shall mean to sell, offer for sale or provide as an amenity to a product being sold or given to consumers.

Drive-through food order shall mean food and/or beverage items that a customer purchases via a drive-through at a food service establishment and consumes away from the premises.

Expanded polystyrene shall mean blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene product shall mean food containers, plates, bowls, cups, lids, trays, coolers, ice chests, "clamshells," and all similar articles that consist of expanded polystyrene.

~~Food-service establishment shall mean any vendor within the city that sells food and/or beverages for consumption by customers on, near, or off its premises.~~

~~Food-service provider shall mean any person listed in section 20-203 of this article that distributes food or beverages.~~

~~Plastic shall mean a synthetic material derived from petroleum or a biologically based source.~~

~~Plastic bag shall mean a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food-service related items, and is made predominantly of nonwoven, flexible plastic that is less than ten mils thick.~~

~~Plastic straw shall mean a tube intended for transferring a beverage from its container to the mouth of the drinker, or for mixing a beverage in its container, which is made predominantly of plastic.~~

~~Polystyrene shall mean a synthetic resin which is a polymer of styrene, used chiefly as lightweight rigid foam and films.~~

~~Polystyrene products shall mean disposable food-service articles including protective packaging, containers, cups and lids.~~

~~Recyclable materials shall mean raw or processed materials that are accepted and processed by the city recycling program.~~

~~Single-use plastics, for purposes of this policy, single-use plastics include polystyrene and expanded polystyrene products, plastic straws, and any un-numbered plastic products designed with the intent of being used one time and then disposed of, as defined herein.~~

~~(Ord. No. 2413-2019, § 1, 10-28-2019)~~

~~**DIVISION 2. REGULATION OF EXPANDED POLYSTYRENE AND SINGLE-USE PLASTICS ON CITY-OWNED PROPERTY AND CITY RIGHTS-OF-WAY**~~

~~**Sec. 20-203. Prohibition of the distribution of single-use plastic products on city-owned property or rights-of-way.**~~

- ~~(a) No person or entity within the parameter of a permitted event, may bring or otherwise distribute any single-use plastics on city property. The city encourages the use of compostable products for food items including plates, bowls, cups, silverware, bags and napkins. Compostable items will be accepted on city property.~~
- ~~(b) Beverages may be served in recyclable cups, cans or bottles.~~
- ~~(c) It is the intention of the city to encourage reuse when possible and to reduce plastic pollution through the use of alternative products.~~
- ~~(d) In addition to permitted events, the following persons/entities shall not distribute any single-use food service plastic products in conjunction with the provision of food or beverage services on city-owned property, or within or abutting the city right-of-way:~~
 - ~~(1) Sidewalk café permittees;~~
 - ~~(2) City contractors;~~
 - ~~(3) Pushcart vending permittees;~~
 - ~~(4) Mobile food establishment permittees;~~

-
- (5) ~~Food truck rally permittees;~~
 - (6) ~~Park and public facility permittees;~~
 - (7) ~~Outdoor special events and public assembly permittees;~~
 - (8) ~~Minor easement permittees;~~
 - (9) ~~Vendors providing services or engaged in commercial activity on city-owned property in direct privity with the city or on behalf of a permittee or licensee.~~
 - (e) ~~These regulations regarding polystyrene and single use plastics are intended to supplement section 30-3 of the City Code and are not intended to rescind or replace same.~~
 - (f) ~~The city shall maintain a list of approved providers of compostable products which the city believes are acceptable substitutes for plastics.~~
- (Ord. No. 2413-2019, § 1, 10-28-2019)

~~Sec. 20-204. Contracts, permits, and licenses.~~

~~Applicable contracts, permits, and licenses related to use of city property or rights-of-way shall include a provision that plastic products shall not be permitted on city property as provided in this division.~~

(Ord. No. 2413-2019, § 1, 10-28-2019)

~~Sec. 20-205. Revocation.~~

~~The city may revoke or cancel any permit for non-compliance with this division, and may use past non-compliance as grounds for the denial of renewal or reissuance of a permit. Where applicable, the city may pursue appropriate contractual remedies for non-compliance with this division.~~

(Ord. No. 2413-2019, § 1, 10-28-2019)

~~Sec. 20-206. Exemption.~~

- (a) ~~The following are exempt from the prohibition set forth herein:~~
 - (1) ~~Pre-packaged foods that food service providers distribute to their customers and that have been filled and sealed prior to receipt by the food service provider.~~
 - (2) ~~Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the city contractor or permittee, or for packaging.~~
- (Ord. No. 2413-2019, § 1, 10-28-2019)

~~Sec. 20-207. Enforcement; penalties.~~

- (a) ~~Any permit issued prior to the effective date of the ordinance from which this division is derived shall be informed of the ordinance however, it shall be exempt from enforcement.~~
- (b) ~~The following code violations shall be issued by the city for a violation of article IX, division 2:~~
 - (1) ~~Other communities have staggered violations based upon size and impact of event.~~
 - (2) ~~First violation. The violator shall pay a fine of \$250.00.~~

-
- (3) ~~Second violation.~~ The violator shall pay a fine of \$500.00.
 - (4) ~~Third violation and any subsequent violation.~~ The violator shall pay a fine of \$1,000.00.
 - (5) ~~Any violation shall serve as grounds to revoke the deposit for the permitted event.~~
 - (6) ~~A violation may also serve as grounds for refusal to issue a permit for the event or to the applicant for any event in the future.~~
 - (c) ~~Nothing stated herein shall be construed as a limitation to the city's remedies available to it through its contract, lease, permit, or other relationship with a vender, licensee, tenant or other entity in violation of this Code.~~
- (Ord. No. 2413-2019, § 1, 10-28-2019)

~~Sec. 20-208. Reserved.~~

~~DIVISION 3. REGULATION OF SINGLE-USE PLASTIC STRAWS~~

~~Sec. 20-209. Distribution of single-use plastic straws.~~

- (a) ~~Until December 31, 2020:~~
 - (1) ~~No commercial business operating as a food service establishment shall distribute or provide as a display for self-dispensing any single-use plastic straw to any customer.~~
 - (2) ~~Straws may be provided but only after specific request from the consumer.~~
 - (3) ~~Business operating with a drive through window are allowed to provide a straw to the customer without receiving a request.~~
- (b) ~~Beginning January 1, 2021:~~
 - (1) ~~No commercial business operating as a food service establishment shall distribute or provide as a display for self-dispensing a single-use plastic straw to any customer.~~
 - (2) ~~After January 1, 2021, straws derived from any material shall only be available upon request by the consumer or patron. Under no circumstances shall they include plastic straws.~~
 - (3) ~~Business operating with a drive through window are allowed to provide a non-plastic straw to the customer without receiving a request.~~

(Ord. No. 2416-2019, 10-28-2019)

~~Sec. 20-210. Enforcement; penalties.~~

- (a) ~~From January 1, 2020 until December 31, 2020, the commercial establishments shall receive warnings in order to provide awareness and allow the business to exhaust the plastic straw inventories.~~
- (b) ~~Beginning January 1, 2021, the following civil citations shall be issued for a violation of chapter 20, article IX, division 3.~~
 - (1) ~~Each violation: A fine of \$25.00.~~
 - (2) ~~Second violation: A fine of \$50.00.~~

~~(3) — *Third violation:* A minimum fine of \$50.00 and a mandatory appearance with the city magistrate. The magistrate shall have the authority to enter a maximum fine of \$1,000.00 and assess administrative costs.~~

~~(Ord. No. 2416-2019, 10-28-2019)~~

~~Sec. 20-211. Exemptions.~~

~~The following businesses shall be exempt from the provisions of this division of the article and shall therefore be allowed to distribute plastic straws when necessary:~~

~~(1) — Medical and dental facilities.~~

~~(2) — Assisted living facilities/nursing homes.~~

~~(3) — Pre-packaged outside the city, provided such beverage is not altered, packaged or repackaged within the city, by supermarkets, convenience retailers and restaurant suppliers.~~

~~(Ord. No. 2416-2019, 10-28-2019)~~

~~Sec. 20-212. Reserved.~~



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

ORDINANCE NUMBER 2413-2019

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, CREATING A NEW ARTICLE IX IN CHAPTER 20 OF THE CITY CODE ENTITLED "EXPANDED POLYSTYRENE AND PLASTICS REGULATION"; PROVIDING FINDINGS, INTENT AND DEFINITIONS; CREATING DIVISION (A) RELATED TO REGULATIONS FOR THE DISTRIBUTION OF EXPANDED POLYSTYRENE AND SINGLE-USE PLASTICS ON CITY-OWNED PROPERTY AND RIGHTS-OF-WAY; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, the City of Stuart declares that it is in the interest of the public health, safety and welfare of its residents and visitors to reduce litter and pollutants on the land and in the waters of the City; and

WHEREAS, it is the City's intent to maintain and enhance Stuart's quality of life, natural beauty and small-town waterfront character, its stable residential neighborhoods, and its status as the commercial/institutional hub for greater Martin County; and

WHEREAS, Element IV, Objective A4 of the City's Comprehensive Plan commits to ongoing monitoring and reduction of solid waste collection through its Residential Single Stream Recycling Program and a voluntary Commercial Recycling Program; and

WHEREAS, the City Commission calls for the citywide goals of zero waste and the protection and enhancement of the city's environment by implementing policies

that reduce hazardous materials like polystyrene; and

WHEREAS, the City Commission wishes to continue the City's legacy of environmental leadership by adopting "green" ordinances and policies that will act to conserve natural resources, contribute to the long-term economic vitality of the St. Lucie River region as well as its tributaries, and reduce waste and pollution in the environment; and

WHEREAS, expanded polystyrene is neither biodegradable nor feasibly recyclable within the current city recycling program. Instead, it fragments into microbeads, which are then ingested by marine life and other wildlife, thus endangering their life and wellbeing; and

WHEREAS, expanded polystyrene products have little value and constitute a portion of the litter and pollution in the City's waterways, rights-of-way, parks, and other public places; and

WHEREAS, the City of Stuart will serve as a leader in environmental protection by prohibiting the distribution and use of expanded polystyrene and non-recyclable, single-use plastic food service articles by its contractors, vendors, and special event permittees in City facilities and rights of way and on City property including but not limited to in City parks and at City marinas, piers, and docks as well as future leases for entities doing business on City owned property.

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

SECTION 1: The Stuart City Code is hereby amended by adding regulations to Article IX to Chapter 20, to read as follows:

ARTICLE IX. EXPANDED POLYSTYRENE AND PLASTICS REGULATION

Sec. 20-201. Findings and Intent.

The City Commission finds that the reasonable control of the distribution of expanded polystyrene products (sometimes called Styrofoam, a Dow Chemical Co. trademarked form of polystyrene foam insulation) and single-use non-recyclable plastics in response to the growing issue of these items ending up in overburdened landfills, waterways, preserves and other public lands is required to protect the public health, safety, and welfare of the residents. It is the intent and purpose of this Article to provide and maintain, for the citizens and visitors of the City, healthy and aesthetically-pleasing experiences, while simultaneously advancing the City's sustainability goals and contributing to its long-term economic vitality by reducing the introduction of these non-biodegradable and environmentally deleterious products into surrounding ecosystems and landfills. The provisions of this Article are not intended and shall not be construed as superseding or conflicting with any statutory provisions relating to, or rules and regulations promulgated by, the State Department of Agriculture and Consumer Services, but shall be construed as implementing and assisting the enforcement thereof.

Sec 20-202. Definitions.

As used in this Article, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

"Biodegradable materials" are manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.

"Bioplastics" are a type of biodegradable plastic derived from biological substances rather than from petroleum, which have a rate of biodegradation that is exponentially faster than traditional plastics.

"City contractor" shall mean any person in privity of contract with the City conducting business on City-owned property or within the City right-of-way, including but not limited to: contractors, vendors, lessees, licensees, concessionaires, and operators of a City facility or property.

"Distribute" shall mean to sell, offer for sale or provide as an amenity to a product being sold or given to consumers.

"Drive-through food order" shall mean food and/or beverage items that a customer purchases via a drive-through at a food service establishment and consumes away from the premises.

"Expanded polystyrene" shall mean blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), infection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).

"Expanded polystyrene product" shall mean food containers, plates, bowls, cups, lids, trays, coolers, ice chests, "clamshells," and all similar articles that consist of expanded polystyrene.

"Food service establishment" shall mean any vendor within the City of Stuart that sells food and/or beverages for consumption by customers on, near, or off its premises.

"Food service provider" shall mean any person listed in Section 20-203 of this

Division that distributes food or beverages.

"Plastic" is a synthetic material derived from petroleum or a biologically based source.

"Plastic bag" is a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food-service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.

"Plastic straw" is a tube intended for transferring a beverage from its container to the mouth of the drinker, or for mixing a beverage in its container, which is made predominantly of plastic.

"Polystyrene" is a synthetic resin which is a polymer of styrene, used chiefly as lightweight rigid foam and films.

"Polystyrene products" are disposable food service articles including protective packaging, containers, cups and lids.

"Recyclable materials" are raw or processed materials that are accepted and processed by the City of Stuart recycling program.

"Single-use plastics" For purposes of this policy, single-use plastics include polystyrene and expanded polystyrene products, plastic straws, and any un-numbered plastic products designed with the intent of being used one time and then disposed of, as defined herein.

DIVISION A. – REGULATION OF EXPANDED POLYSTYRENE AND SINGLE-USE PLASTICS ON CITY-OWNED PROPERTY AND CITY RIGHT-OF-WAY

Sec. 20-203. Prohibition of the distribution of single-use plastic products on City-owned property or rights-of-way.

- a. No person or entity within the parameter of a permitted event, may bring

or otherwise distribute any single-use plastics on City property. The City encourages the use of compostable products for food items including plates, bowls, cups, silverware, bags and napkins. Compostable items will be accepted on City property.

- b. Beverages may be served in recyclable cups, cans or bottles.
- c. It is the intention of the City to encourage reuse when possible and to reduce plastic pollution through the use of alternative products.
- d. In addition to permitted events, the following persons/entities shall not distribute any single-use food service plastic products in conjunction with the provision of food or beverage services on City-owned property, or within or abutting the City right-of-way:
 - i. Sidewalk café permittees
 - ii. City Contractors
 - iii. Pushcart vending permittees
 - iv. Mobile food establishment permittees
 - v. Food truck rally permittees
 - vi. Park and public facility permittees
 - vii. Outdoor special events and public assembly permittees
 - viii. Minor easement permittees
 - ix. Vendors providing services or engaged in commercial activity on City owned property in direct privity with the City or on behalf of a permittee or licensee.
- e. These regulations regarding polystyrene and single use plastics are intended

to supplement Sec. 30-3 of the City Code and are not intended to rescind or replace same.

- f. The City shall maintain a list of approved providers of compostable products which the City believes are acceptable substitutes for plastics.

Sec. 20-204. Applicable contracts, permits, and licenses related to use of City Property or Rights of Way shall include a provision that plastic products shall not be permitted on City property as provided in this ordinance.

Sec. 20-205. Revocation. The City may revoke or cancel any permit for non-compliance with this ordinance, and may use past non-compliance as grounds for the denial of renewal or reissuance of a permit. Where applicable, the City may pursue appropriate contractual remedies for non-compliance with this ordinance.

Sec. 20-206. Exemption

- a. The following are exempt from the prohibition set forth herein:
 - i. Pre-packaged foods that food service providers distribute to their customers and that have been filled and sealed prior to receipt by the food service provider.
 - ii. Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the City contractor or permittee, or for packaging.

Sec. 20-207. Enforcement; penalties.

- a. Any permit issued prior to the effective date of this ordinance shall be informed of the ordinance however, it shall be exempt from enforcement.

b. The following code violations shall be issued by the City for a violation of Article IX, Section A:

- a. *Other communities have staggered violations based upon size and impact of event.*
 - b. *First violation. The violator shall pay a fine of \$250.00.*
 - c. *Second violation. The violator shall pay a fine of \$500.00.*
 - d. *Third violation and any subsequent violation. The violator shall pay a fine of \$1,000.00.*
 - e. *Any violation shall serve as grounds to revoke the deposit for the permitted event.*
 - f. *A violation may also serve as grounds for refusal to issue a permit for the event or to the applicant for any event in the future.*
- c. Nothing stated herein shall be construed as a limitation to the City's remedies available to it through its contract, lease, permit, or other relationship with a vender, licensee, tenant or other entity in violation of this code.

Sec. 20-208. Reserved.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect on January 1, 2021.

Passed on first reading the 14th day of October, 2019.

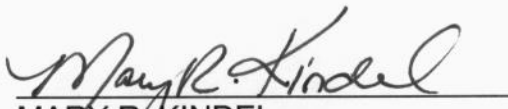
Commissioner GLASS LEIGHTON offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED on second and final reading this 28th day of October, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY





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

ORDINANCE NUMBER 2416-2019

AN ORDINANCE OF THE CITY OF STUART, CREATING DIVISION B IN ARTICLE IX, CHAPTER 20 OF THE CITY CODE RELATED TO REGULATIONS FOR THE DISTRIBUTION OF SINGLE-USE PLASTIC STRAWS BY FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICT CLAUSE; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, the City of Stuart declares that it is in the interest of the public health, safety and welfare of its residents and visitors to reduce litter and pollutants on the land and in the waters of the City; and

WHEREAS, it is the City's intent to maintain and enhance Stuart's quality of life, natural beauty and small-town waterfront character, its stable residential neighborhoods, and its status as the commercial/institutional hub for greater Martin County; and

WHEREAS, Element IV, Objective A4 of the City's Comprehensive Plan commits to ongoing monitoring and reduction of solid waste collection through its Residential Single Stream Recycling Program and a voluntary Commercial Recycling Program; and

WHEREAS, the City Commission calls for the citywide goals of zero waste and the protection and enhancement of the city's environment by implementing policies that reduce hazardous materials like polystyrene and straws; and

WHEREAS, the City Commission wishes to continue the City's legacy of environmental leadership by adopting "green" ordinances and policies that will act to conserve natural resources, contribute to the long-term economic vitality of the St. Lucie River region as well as its tributaries, and reduce waste and pollution in the environment; and

WHEREAS, the City Commission recognizes that while certain single-use straws may be defined as recyclable, it has been determined that the current city recycling facilities cannot process any plastic straws including those that are labeled as recyclable. In addition, most of these items are not recycled and often end up in overburdened landfills, waterways and wetlands; and

WHEREAS, improperly discarded plastic straws and stirrers are the fifth most common plastic in ocean clean-ups, posing a direct threat to marine life because they fragment into microplastics, which are then ingested by marine life and other wildlife, endangering their life and wellbeing; and

WHEREAS, the City finds that there are alternatives to plastic straws which are reasonable, less harmful to the natural environment, and can be composted or biodegrade in landfill; and

WHEREAS, single-use plastic straws have little value and constitute a portion of the litter and pollution in the City's waterways, rights-of-way, parks, and other public places; and

WHEREAS, the City of Stuart will serve as a leader in environmental protection by prohibiting the distribution of plastic drinking straws within the geographical borders of the City of Stuart.

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

ARTICLE IX, CHAPTER 20

DIVISION B. – REGULATION OF SINGLE-USE PLASTIC STRAWS

Sec. 20-209. Distribution of Single-Use Plastic Straws

a. Until December 31, 2020:

- i. No commercial business operating as a food service establishment shall distribute or provide as a display for self-dispensing any single-use plastic straw to any customer.
- ii. Straws may be provided but only after specific request from the consumer.
- iii. Business operating with a drive through window are allowed to provide a straw to the customer without receiving a request.

b. Beginning January 1, 2021:

- i. No commercial business operating as a food service establishment shall distribute or provide as a display for self-dispensing a single-use plastic straw to any customer.
- ii. After January, 1, 2021, straws derived from any material shall only be available upon request by the consumer or patron. Under no circumstances shall they include plastic straws.
- iii. Business operating with a drive through window are allowed to provide a non-plastic straw to the customer without receiving a request.
- iv.

Sec. 20-210. Enforcement; penalties.

- a. From January 1, 2020 until December 31, 2020, the commercial establishments shall receive warnings in order to provide awareness and allow the business to exhaust the plastic straw inventories.
- b. Beginning January 1, 2021, the following civil citations shall be issued for a violation of Article IX, Chapter 20, Division B.
 - i. *Each violation:* A fine of \$25.00.
 - ii. *Second violation:* A fine of \$50.00.
 - iii. *Third violation:* A minimum fine of \$50.00 and a mandatory appearance with the City Magistrate. The magistrate shall have the authority to enter a maximum fine of \$1,000.00 and assess administrative costs.

Sec. 20-211. Exemptions. The following businesses shall be exempt from the provisions of this Division of the Ordinance and shall therefore be allowed to distribute plastic straws when necessary:

- a. Medical and Dental Facilities
- b. Assisted Living Facilities / Nursing Homes
- c. Pre-packaged outside the City, provided such beverage is not altered, packaged or repackaged within the City, by supermarkets, convenience retailers and restaurant suppliers.

Sec. 20-212. Reserved.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof

contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provision of Sections 1 of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption.

Passed on first reading the 14th day of October, 2019.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED on second and final reading this 28th day of October, 2018.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY





Business Impact Estimate

Proposed ordinance's title/reference:

Repeal Plastic Straw Ordinance

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Stuart is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Stuart hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

The City of Stuart finds that the adoption of Ordinance nos. 2416-2019 and 2413-2019 creating Article IX, Expanded Polystyrene and Plastics Regulation, of Chapter 20 of the Code of Ordinances on October 28, 2019 which regulated the commercial use and distribution of polystyrene foam insulation and single-use plastic straws with the intent on being beneficial to the environment had unintended consequences. The alternative products used by commercial business in the city are made of paper and/or bamboo containing PFAS chemicals which can stay in the environment for decades, contaminating the water supply and associated with health problems for consumers.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City including:

- (a) An estimate of direct compliance costs that businesses may reasonably incur.
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Staff did not identify any financial impacts to existing businesses because the proposed ordinance would lift a regulation on the use of single-use plastics.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Not applicable.

4. Additional information the governing body deems useful:

None.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 2/10/2025

Prepared by: Jodi Nentwick

Title of Item:

ZONING IN PROGRESS LAND DEVELOPMENT CODE TEXT AMENDMENTS IMPLEMENTATION (LEGISLATIVE) (RC):

ORDINANCE No. 2539-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, CHAPTER III SPECIAL ZONING CODES, CHAPTER V RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS, AND CHAPTER VI ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS WHICH WERE DETERMINED DURING THE "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On August 26, 2024, the City Commission directed City staff to initiate a "Zoning in Progress" authorized under Section 1.04.04 of the City of Stuart Land Development Code. The purpose of the Zoning in Progress is to allow the City Commissioners to evaluate and make text amendments or map changes to the City of Stuart Land Development Code and Comprehensive Plan, if applicable.

On September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 5, 2024, as authorized in Section 1.04.04 of the Stuart Land Development Code. Pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so.

The City Commission has held workshops, accepted public input, and evaluated professionally acceptable materials related to the issues in the Zoning in Progress. The issues addressed in the Zoning in Progress are complicated, and additional time is necessary to ensure that any changes are appropriate. There is good cause for additional time to be spent evaluating and drafting any text amendments that may be necessary.

At the Zoning in Progress workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure. The City Commission has requested to extend the "Zoning in Progress" or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024. This deferral shall last for an additional three (3) months from December 5, 2024, until March 4, 2025, or until the City Commission adopts a second reading of the amendments under review and such amendments become effective, whichever occurs first.

During the "Zoning in Progress," the City's Development Department shall not accept or process

applications except for single-family dwellings, governmental buildings, requests that do not increase the density or intensity of an existing use or structure, or any commercial project that does not include a residential component and that does not increase the square footage of any structure. This "Zoning in Progress" shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements, and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

During the City Commission workshops, the Boards discussed each chapter of the Land and created a list of the items discussed. Upon ratification of the items on the list, staff will then draft amendments to the land development regulations based on the Resolution adopted by Resolution No. 128-2024.

Funding Source:

N/A

Recommended Action:

Staff recommends the City Commission forwarding Ordinance No. 2539-2025 to the Second Reading/Adoption scheduled for February 24, 2025.

ATTACHMENTS:

1. 2539-2025 LDC ZIP Text Amendment Ordinance (2)
2. DRAFT Chapter_II___ZONING_DISTRICTS_USES_ALLOWED___DENSITY___INTENSITY
3. DRAFT Chapter_III___SPECIAL_ZONING_CODES
4. DRAFT Chapter_VI___ON_SITE_AND_OFF_SITE_DEVELOPMENT_STANDARDS
5. DRAFT Chapter_XII___DEFINITIONS
6. 128-2024



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

ORDINANCE NUMBER 2539-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, CHAPTER III SPECIAL ZONING CODES, CHAPTER V RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS, AND CHAPTER VI ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS WHICH WERE DETERMINED DURING THE "ZONING IN PROGRESS" UNDER SECTION 1.04.04, CITY OF STUART'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt or amend and enforce land development regulations that are consistent with and implement the City's comprehensive plan; and

WHEREAS, On August 26, 2024, the City Commission directed staff to initiate a "Zoning in Progress" authorized under Section 1.04.04 of the City of Stuart's Land Development Code; and

WHEREAS, the purpose of the Zoning in Progress was to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, on September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 5, 2024, and excepted applications for single family residential and government buildings; and

WHEREAS, the City Commission held workshops, accepted public input, and evaluated professionally acceptable materials related to the issues in the Zoning in Progress; and

WHEREAS, at a workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City's Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure; and

WHEREAS, pursuant to Section 1.04.04(2) of the City of Stuart's Land Development Code, the City Commission may approve an extension of the Zoning in Progress for an additional three (3) months for good cause and upon making a finding that it is in the public interest to do so; and

WHEREAS, on November 25, 2024, the City Commission adopted Resolution No. 120-2024 to extend the Zoning in Progress, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024 and that the deferral shall last for an additional three (3) months from December 4, 2024, until March 4, 2025, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first; and

WHEREAS, on December 9, 2024, the City Commission adopted Resolution No. 128-2024 directing staff to implement the requested amendments with the City of Stuart's Land Development Code as discussed in the three (3) Zoning in Progress workshops; and

WHEREAS, on December 9, 2024, the City Commission reached a consensus on the City Staff bringing forth a resolution at the next regular commission meeting to add an exception to the pending Zoning in Progress for any commercial project which does not include a multi-family residential component; and

WHEREAS, on January 16, 2025, the Local Planning Agency held duly noticed public hearing to consider this ordinance; and

WHEREAS, on XXXXXXXX, the Community Redevelopment Board held duly notice public hearing to consider this ordinance; and

WHEREAS, the City Commission held duly noticed public hearings on XXXXX, and XXXXX to consider this ordinance for full public participation on the City of Stuart's Land Development Code amendment process.

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

SECTION 1: Recitals. The foregoing recitals are hereby ratified as true and accurate and are hereby incorporated as if set forth herein.

SECTION 2: The provisions of the City of Stuart’s Land Development Code as amended are hereby adopted as provided in the attached **Exhibit “A”**, which is incorporated herein as set forth below.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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 shall take effect immediately upon adoption.

First read on the ____ day of February, 2025.

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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

EXHIBIT “A”

Chapter II
ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY

2.00.00. GENERALLY

Sec. 2.00.01. Purpose.

The purpose of this chapter is to:

- (a) Identify the implementing zoning districts for the future land use categories contained in the city's comprehensive plan;
- (b) Establish development approval processes for specific uses; and
- (c) Identify measurable development standards (e.g. building height, setback, lot size, density).

(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.00.02. Exceptions and additional standards.

The urban code district, East Stuart district and S.E. Ocean Boulevard overlay zone are established by the City of Stuart based on the need for special protective measures, additional design standards, and redevelopment incentives in those areas. Due to the special nature of these areas, the uses and development standards allowed are described in chapter III of this land development code. The additional design standards described in chapter III of this Code will be applied in the case of any proposed planned unit development (PUD) within these areas or within the defined community redevelopment area (CRA).

(Ord. No. 2401-2019, § 1, 4-8-19)

2.01.00. ZONING DISTRICTS

Sec. 2.01.01. Relationship of zoning districts to future land use map categories.

Land use classifications for Stuart are identified and described in the future land use element of the comprehensive plan and delineated on the future land use map. Table 1 - zoning district/future land use category compatibility reflects the zone districts and the future land use categories that the zone districts implement.

(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.01.02. Designation of districts.

The designated zoning districts within the city are:

- A. R-1A residential - single family estate; R-1 residential - single family general;
- B. R-2 residential - duplex;
- C. R-3 residential - multi-family/office;
- D. B-1 business limited;
- E. B-2 business general;
- F. B-3 business restricted;
- G. B-4 limited business/manufacturing;
- H. P public service;
- I. I industrial;
- J. H hospital;
- K. Planned unit development (PUD):
 - 1. Residential (RPUD);
 - 2. Commercial (CPUD);
 - 3. Public service (PSPUD);
 - 4. Industrial (IPUD);
 - 5. Mixed use (MXPUD);
 - 6. Urban (UPUD);
- L. Urban district:
 - 1. Urban general (UG);
 - 2. Urban center (UC);
 - 3. Urban neighborhood (UN);
 - 4. Urban highway (UH);
 - 5. Urban waterfront (UW);
 - 6. Creek North (CN);
 - 7. Creek South (CS);
 - 8. Creek Industrial (CI);

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- M. East Stuart Neighborhood:
 - 1. Business and mixed use (BMU);

-
- 2. General residential and office (GRO);
 - 3. Single-family and duplex (SFD);
- N. S.E. Ocean Boulevard overlay.
- (Ord. No. 2401-2019, § 1, 4-8-19; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 2.01.03. Table 1.

ZONING DISTRICT/FUTURE LAND USE CATEGORY COMPATIBILITY

		Implementing Zoning Districts														
		R-1A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H	PUD	Urban District	East Stuart Neighborhood	S.E. Ocean Blvd.
Future Land Use Categories	Low density residential	X	X	X									RPUD UPUD			X
	Multi-family residential				X								RPUD CPUD MXPUD UPUD			X
	Office/residential				X								RPUD CPUD MXPUD UPUD			X
	Commercial					X	X	X	X				CPUD IPUD MXPUD UPUD			X
	Industrial								X		X		CPUD IPUD MXPUD UPUD			
	Public					X	X	X	X	X	X	X	CPUD PSPUD MXPUD UPUD	X	X	X

	Institutional			X	X	X	X	X		X		X	RPUD MXPUD UPUD	X		X
	Recreation	X	X	X	X	X	X	X		X			PSPUD MXPUD UPUD	X		X
	Downtown re- development	X	X	X	X	X	X	X	X	X			RPUD CPUD PSPUD MXPUD UPUD	X		
	Neighborhood Special District												RPUD CPUD MXPUD PSPUD	X		
	East Stuart Neighborhood	X	X	X	X	X	X	X	X	X			RPUD CPUD MXPUD PSPUD	X	X	
	Conservation	X	X	X	X	X	X	X	X	X	X	X	PSPUD	X		
	Marine										X		RPUD	X		
Industrial													CPUD PSPUD IPUD MXPUD UPUD			

(Ord. No. 2401-2019, § 1, 4-8-19; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

2.02.00. USES ALLOWED IN ZONING DISTRICTS

Sec. 2.02.01. Generally.

It is the purpose of this section to identify the uses allowed in each zoning district (Table 2 - residential uses, business uses and public service, industrial, agriculture, hospital and PUD districts uses).

- A. Consideration of uses not specifically listed. If a use is not listed within a specific zoning district, then the use is not allowed. However, a proposed use that is not listed within a particular zoning district, but which is determined by the city development director to have a character, similar nature, and impact to a permitted use in that district, the city development director may make a determination of comparability to the applicant. Conditions may be placed on the decision. A determination by city development director that a proposed use is not similar to a permitted use may be appealed according to procedures in chapter VIII.

In making such finding, the city development director may assess all relevant characteristics of the proposed use, including but not limited to the following, as applicable:

- a. The typical volume and type of sales (retail or wholesale); size and type of items sold; and nature of inventory on the premises;
- b. Any processing done on the premises, including assembly, manufacturing, warehousing, shipping, distribution; and any dangerous, hazardous, toxic, or explosive materials used in the processing;
- c. The nature and location of storage and outdoor display of merchandise; whether storage is enclosed, open, inside, or outside the principal building; and predominant types of items stored (such as business vehicles, work-in-process, inventory, and merchandise, construction materials, scrap and junk, and raw materials including liquids and powders hazardous or not);
- d. The type, size, and typical massing of buildings and structures associated with the unlisted use;
- e. Transportation requirements, including the modal split for people and freight, by volume type and characteristics of traffic generation to and from the site; trip purposes and whether trip purposes can be shared by other uses on the site;
- f. Parking requirements, turnover and generation, ratio of the number of spaces required per unit area or activity, and the potential for shared parking with other uses;
- g. The amount and nature of any external effects generated on the premises, including but not limited to noise, smoke, odor, glare, vibration, radiation and fumes;
- h. Any special public utility requirements for serving the proposed use, including but not limited to water supply, waste water, pre-treatment of wastes and emissions required or recommended, and any significant power structures and communications towers or facilities; and

-
- i. The type and extent of impacts on adjacent properties created by the proposed use in comparison to impacts from other uses allowed in the zoning district.

(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.02.02. Table 2: Land uses

Land Use	Zoning Districts															
	Residential				Nonresidential							PUD				
	R-1A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H	RPUD	CPUD	MXPUD	PSPUD	IPUD
<i>Residential Land Uses</i>																
Accessory dwelling units, detached (refer to section 6.09.02)	P	P	P	P	-	-	-	-	-	-	-	A	-	A	-	-
Assisted living facilities of four or fewer persons (refer to supplemental standards in section 2.06.03)	P	P	P	P	-	-	-	-	-	-	-	A	-	-	-	-
Assisted living facilities of five or more persons (refer to supplemental standards in section 2.06.03)	-	-	-	CU	-	-	-	-	-	-	-	A	-	-	-	-
Community residential home of seven—14 residents	-	-	-	CU	-	-	-	-	-	-	-	A	A	A	-	-
Duplex dwelling unit	-	-	P	P	-	-	-	-	-	-	-	A	-	A	-	-
Family day care home in a residence	P	P	P	P	P	P	-	-	-	-	-	A	A	A	-	-
Group home of six or fewer residents	P	P	P	P	-	-	-	-	-	-	-	A	A	A	-	-
Home occupations (refer to supplemental standards in section 2.06.09)	P	P	P	P	-	-	-	-	-	-	-	A	A	A	-	-
Multi-family dwelling units	-	-	-	P	P	-	-	-	-	-	-	A	-	A	-	-
Residential units combined with non-residential uses	-	-	-	P	P	P	P	-	-	-	-	A	A	A	-	-

Created: 2024-06-27 14:00:53 [EST]

(Supp. No. 16)

Single-family dwelling unit	P	P	P	P	-	-	-	-	S	-	-	A	-	A	A	-
<i>Transient Residential Land Uses and Overnight Accommodations</i>																
Bed and breakfast inns	-	-	-	P	-	-	-	-	-	-	-	A	A	A	-	-
Hotels/motels	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Rooming and boardinghouses	-	-	-	P	-	-	-	-	-	-	-	A	A	A	-	-
<i>Institutional Uses</i>																
Adult day care centers (< five acres)	-	-	-	CU	P	P	P	CU	-	-	-	A	A	A	-	-
Adult day care centers (> five acres)	-	-	-	-	P	P	P	CU	-	-	-	-	A	A	-	-
Cemeteries	-	-	-	-	-	P	-	-	-	-	-	-	A	-	-	-
Child care center (< five acres)	-	-	-	CU	P	P	P	CU	-	-	-	A	A	A	-	-
Child care center (> five acres) (refer to supplemental standards in section 2.06.04)	-	-	-	-	P	P	P	CU	-	-	-	-	A	A	-	-
Community centers	-	-	P	P	-	-	-	-	P	-	-	A	A	A	A	-
Crematoriums	-	-	-	-	-	CU	-	-	-	-	-	-	A	A	-	-
Funeral homes	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Funeral homes with crematoriums	-	-	-	-	-	CU	-	-	-	-	-	-	A	A	-	-
Governmental buildings	-	-	P	P	-	-	-	-	-	-	-	A	A	A	-	-
Libraries	-	-	P	P	P	-	P	-	P	-	-	A	A	A	A	-
Museums	-	-	-	-	P	P	-	-	P	-	-	-	A	A	A	-
Religious institutions (< five acres)	-	-	CU	P	-	P	-	-	P	-	-	A	A	A	A	-
Religious institutions (> five acres)	-	-	-	CU	-	P	-	-	-	-	-	-	A	A	A	-

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Schools—Private, parochial, or technical (< five acres)	CU	CU	CU	CU	P	P	-	-	P	-	-	A	A	A	A	-
Schools—Private, parochial, or technical (> five acres)	-	-	-	-	P	P	-	-	-	-	-	A	A	A	A	-
<i>Health Care Uses</i>																
Hospital (new hospital construction shall not exceed over 45 feet in height) ¹	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-
Hospital auxiliary uses (within main hospital or freestanding building) ²											P					
Massage therapy establishment	-	-	-	P	P	P	P	-	-	-	-	A	A	A	-	-
Nursing homes	-	-	-	P	-	-	-	-	-	-	-	A	A	A	-	-
Office, low intensity medical	-	-	-	P	P	P	P	P	-	-	-	A	A	A	-	-
Office, medical	-	-	-	P	P	P	P	P	-	-	-	A	A	A	-	-
Pain management clinics (refer to supplemental standards in Section 2.06.14)	-	-	-	CU	-	-	-	-	-	-	CU	-	CU	-	-	-
<i>Commercial Uses</i>																
Adult business (refer to supplemental standards in section 2.06.10)	-	-	-	-	-	CU	-	-	-	CU	-	-	-	-	-	A
Automatic amusement center and game room	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Automobile rental/leasing	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Automobile repair services, major and minor (refer to	-	-	-	-	-	P	-	-	-	P	-	-	A	-	-	A

supplemental standards in section 2.06.05)																
Automobile sales provided all repair and service shall be done within an enclosed building (refer to supplemental standards in section 2.06.05)	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Bakeries, retail and/or wholesale warehouses	-	-	-	-	-	P	-	P	-	-	-	-	A	A	-	-
Banks/financial institutions	-	-	-	-	P	P	-	P	-	-	-	-	A	A		
Barbershop, beauty salons, specialty salons	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Bars	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Boat building, indoors	-	-	-	-	-	-	-	-	-	-	-	-	A	-	-	-
Boat building, outdoors	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	A
Boat sales and service (refer to supplemental standards in Section 2.06.05)	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Boat storage, dry	-	-	-	-	-	P	-	P	-	P	-	-	A	A	-	A
Bowling alleys	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Car washes	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Catering shops	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Clubs, lodges, fraternal organizations	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Craft distillery	-	-	-	-	P	P	-	P	-	-	-	-	A	A	-	-
Dry cleaning establishment	-	-	-	-	-	P	-	P	-	-	-	-	A	A	-	-
Dry cleaning plant	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A

Farm equipment and supply sales establishments, including open storage	-	-	-	-	-	-	-	-	-	P	-	-	A	A	-	A
Flea markets	-	-	-	-	-	-	-	-	-	-	-	-	A	-	-	-
Gasoline or other motor fuel stations (refer to supplemental standards in sections 2.06.05 and 2.06.20)	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Gasoline or other motor fuel stations, including tank farms (refer to supplemental standards in sections 2.06.05 and 2.06.20)	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A
Health clubs	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Health spas	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Kennels	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Laundry establishments (self-service)	-	-	-	-	-	P	-	P	-	-	-	-	A	A	-	-
Manufactured home, mobile home or RV parks	-	-	-	-	-	-	-	-	-	-	-	-	A	-	-	-
Marinas including the sale, display, and storage of new and used boats for sale, and the repair and maintenance of boats.	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Microbrewery	-	-	-	-	P	P	-	P	-	P	-	-	A	A	-	-
Newspaper or publishing plant	-	-	-	-	-	-	-	P	-	P	-	-	A	A	-	A

Office, business or professional	-	-	-	P	P	P	P	P	-	-	-	A	A	A	-	-
Office, low intensity medical	-	-	-	P	P	P	P	P	-	-	-	A	A	A	-	-
Office, veterinary	-	-	-	-	P	P	P	P	-	-	-	-	A	A	-	-
Outdoor storage (refer to standards in section 6.10.00)	-	-	-	-	P	P	-	P	-	-	-	-	A	A	-	-
Place of public assembly	-	-	-	-	-	P	-	-	P	-	-	-	A	A	A	-
Pool hall/billiard parlor	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Repair services	-	-	-	-	-	P	-	P	-	P	-	-	A	A	-	A
Restaurants, convenience and general	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Restaurants, limited	-	-	-	-	-	-	-	P	-	-	-	-	-	A	-	-
Retail, bulk merchandise	-	-	-	-	-	P	-	P	-	-	-	-	A	A	-	-
Retail, department store	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Retail, furniture store	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Retail, intensive sales	-	-	-	-	P	P	-	P	-	CU	-	-	A	A	-	A
Retail, non-intensive sales and service	-	-	-	-	-	P	-	P	-	CU	-	-	A	A	-	A
Retail, regional mall	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Retail, strip shopping center	-	-	-	-	-	P	-	P	-	-	-	-	A	A	-	-
Rooftop dining areas (refer to supplemental standards in section 2.06.19)	-	-	-	-	CU	CU	-	-	-	-	-	-	CU	CU	-	-
Shooting range, indoor (refer to supplemental standards in section 2.06.16)	-	-	-	-	-	P	-	P	-	P	-	-	A	-	-	A
Skating rink, rolling or ice	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-

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Studio (art, dance, music, exercise)	-	-	-	P	-	P	-	-	-	-	-	A	A	A	-	-
Theaters	-	-	-	-	P	P	-	-	-	-	-	-	A	A		
<i>Recreational Uses</i>																
Golf course	-	-	-	-	-	-	-	-	P	-	-	A	A	A	A	-
Golf driving range (not accessory to golf course)	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Golf course, miniature	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Public parks	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	A
Swimming pools	-	-	-	-	-	P	-	-	P	-	-	-	A	A	A	-
<i>Utility and Service Uses</i>																
Public facilities and services	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	A
Public utilities (refer to section 6.02.00)	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	A
<i>Industrial Uses</i>																
Cold storage	-	-	-	-	-	-	-	-	-	P	-	-	A	A	-	A
Fuel production facilities	-	-	-	-	-	-	-	-	-	CU	-	-	-	-	-	CU
Industrial, high-impact	-	-	-	-	-	-	-	-	-	P	-	-	-	CU	A	A
Industrial, low-impact *within enclosed facility	-	-	-	-	-	-	-	P*	-	P	-	-	-	A	-	A
Industrial parks, planned (refer to supplemental standards in section 2.06.07)	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A
Newspaper or publishing plant	-	-	-	-	-	-	-	P	-	P	-	-	A	A	-	A
Sign painting and/or sign manufacturing shops providing all storage and work is conducted in enclosed facility	-	-	-	-	-	P	-	P	-	P	-	-	A	A	-	A

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<i>Telecommunications Uses</i>																
Radio and/or television broadcast stations	-	-	-	-	-	P	-	P	P	-	-	-	A	A	A	-
Stealth communication facilities - In conjunction with uses other than single family or two-family residences, stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure (refer to supplemental standards in section 2.06.11)	-	-	-	P	P	P	-	P	P	P	-	A	A	A	A	A
Stealth communication facilities - In conjunction with uses other than single family or two-family residences, stealth telecommunications facilities which exceed 45 feet in height (refer to supplemental standards in section 2.06.11).	-	-	-	CU	CU	CU	-	CU	CU	CU	-	A	A	A	A	A

Telecommunications towers (refer to supplemental standards in section 2.06.11)	-	-	-	-	-	CU	-	CU	-	CU	-	-	A	A	-	A
Telecommunications towers to be located on real property not owned by the City of Stuart (refer to supplemental standards in section 2.06.11)	-	-	-	-	-	-	-	-	-	CU	-	-	-	A	-	A
Telecommunications towers to be located on real property owned by the City of Stuart by resolution of the city commission (refer to supplemental standards in section 2.06.12)	-	-	-	-	-	-	-	-	CU	-	-	-	-	A	A	-
<i>Storage, Transportation and Logistics Uses</i>																
Accessory structures (refer to section 6.09.00)	P	P	P	P								A		A		
Bus and train (passenger) station/terminals	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Parking garages (private or government provided public)	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Parking lots (private or government provided public)	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Railroad freight stations and terminals	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A
Truck terminals	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A

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Storage yards	-	-	-	-	-	-	-	-	-	P	-	-	-	-	A	A
Warehouse, general storage	-	-	-	-	-	-	-	<u>P</u>	-	P	<u>P</u>	-	A	A	-	A
Warehouse, mini-storage	-	-	-	-	-	-	-	<u>P</u>	-	P	<u>P</u>	-	A	A	-	A
Warehouse, wholesale and distribution	-	-	-	-	-	-	-	<u>P</u>	-	P	<u>P</u>	-	A	A	-	A
<i>Agricultural Uses</i>																
Commercial nursery/tree farm	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	A
Community gardens (refer to supplemental standards in section 2.06.08)	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	A
Urban farms (refer to supplemental standards in section 2.06.08)	-	-	-	-	P	P	P	P	-	P	-	A	A	A	-	A

Footnotes:

¹ Contingent repeal and substitution authorized. At such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

² E.g. radiology, anesthesiology, pathology and related uses and services, provided that such uses and services are offered by the hospital to the general public in the same manner as other hospital uses and services.

Note: Uses permitted in an urban planned unit development will be restricted to those listed as being permitted in section 3.01.00 urban code.

Key:

P - Use permitted by right; subject to all other applicable requirements of the Code.

CU - Use permitted as a conditional use by approval of a major conditional use approval through public hearing process.

A - Allowed through city commission public hearing process.

□ - Prohibited

(Ord. No. 2401-2019, § 1, 4-8-19)

(Supp. No. 16)

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2.03.00. DENSITY¹

Sec. 2.03.01. Generally.

Except as expressly provided herein, the densities for all zoning districts are set forth in table 3 - maximum dwelling units per acre and percentages of residential and non-residential uses and floor area ratio (FAR) for all zoning districts are set forth in table 4 - intensity of development: lot area and floor area ratio (FAR).

(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.03.02. Density.

- A. The residential density for R-3, R-M, and B-1 of up to ten dwelling units per acre shall not be applicable to existing PUD zoning districts nor to those created hereafter.
- B. Nothing in this section shall prevent a land owner from requesting a change of zone from a multi-family zone to RPUD. In such an event, however, the densities set forth in table 3 - maximum dwelling units per acre for an RPUD must be followed. Such lands as may be used in creating such density calculations, shall not be used in any other calculation at any time, and a unity of title declaration shall be required to be recorded in the public records of Martin County, Florida.

(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.03.03. Planned unit development (PUD) density.

The density for a planned unit development shall not exceed those densities set forth in table 3b - maximum dwelling units per acre for planned unit developments (PUD), - such density will only be granted by the city commission as part of a planned unit development zoning agreement.

(Ord. No. 2332-2017, § 1, 8-28-17; Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.03.04. ALF density.

The residential density for an ALF is set forth in table 3 - maximum dwelling units per acre for each respective zoning district. This density does not include adult care facilities. They will be governed by the residential district density in which they are located.

(Ord. No. 2401-2019, § 1, 4-8-19)

¹Editor's note(s)—Section 2.03.00 has been restructured at the discretion of the editor for clarity. Tables 3, 3a, 3b, and 4 have are laid out in sections 2.03.07—2.03.10, respectively.

Sec. 2.03.05. Maximum dwelling units per acre.

The following table 3a - maximum dwelling units per acre, reflects the potential maximum dwelling units per acre for each zoning district.
(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.03.06. Intensity of development: Lot area and floor area ratio (FAR) table.

The following table 4 - intensity of development: lot area and floor area ratio (FAR) reflects the percentages of residential and/or non-residential uses allowed on a lot and a ratio of the floor area of a building to the area of the lot in the future land use categories.
(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.03.07. Table 3.

MAXIMUM DWELLING UNITS PER ACRE

Comprehensive Land Use Classification	Zoning Districts																		
	R1-A	R-1	R-2	R-3	RPUD ¹	B-1	B-2	B-3	B-4	CPUD	P	I	IPUD	H	PSPUD	MXPUD	Urban Code District	East Neighborhood	
																		GRO	BMU
Low density residential	7	7	7		4 ² /7 ³ /15 ⁴														
Multi-family residential				10	4 ² /7 ³ /15 ⁴	10	L	L								15 ⁵			
Office/residential				10	15	10	10	10		5 ⁷ /7 ⁸ /10 ⁹						15 ⁵			
Commercial				10		10	L	L		5 ⁷ /7 ⁸ /10 ⁹						15 ⁵			
Downtown redevelopment				15/30 ⁷	15/30 ¹¹	15/30 ⁷	15/30 ⁷			5 ⁷ /7 ⁸ /10 ⁹						15 ⁵	15/30 ⁶		
Neighborhood/special dist.					15					5 ⁷ /7 ⁸ /10 ⁹						15 ⁵	15/30 ⁶		
Industrial																			
East Stuart																15 ⁵		17/30 ¹⁰	17/30 ¹⁰
Marine/industrial				15			15									15 ⁵	15/30 ⁶		
Public											E								
Recreation																			

Institutional					4 ² /7 ³ /15 ⁴														
Conservation																			

R-1A single family—estate; R-1 single family—general; R-2 duplex; R-3 multi-family/office; R-M residential multi-family; B-1 business-limited; B-2 business-general; B-3 business-restricted; B-4 limited business/manufacturing; P public service; I industrial; H hospital; planned unit development (PUD) includes residential (RPUD), commercial (CPUD), public service (PSPUD), industrial (IPUD), and mixed use (MXPUD); urban code district includes urban general (UG), urban center (UC), urban neighborhood (UN), urban highway (UH), urban waterfront (UW), creek north (CN), creek south (CS), and creek industrial (CI); East Stuart Neighborhood includes business and mixed use (BMU), general residential and office (GRO), single-family and duplex (SFD).

Footnotes:

1 = Assisted living facility (ALF) is allowed a maximum of 30 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.

2 = Single family detached dwelling unit.

3 = Single Family attached dwelling unit.

4 = Multi-family dwelling unit.

~~5 = Potential bonus units allowable. Where not less than 50 percent of the total residential units of site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded (refer to Land Development Code table 2.07.00.C).~~

6 = Up to 30 units with major urban code conditional use.

7 = Based on R-1 density requirements.

8 = Based on R-2 density requirements.

9 = Based on R-3, B-1 and B-2 density requirements.

10 = Up to 30 with East Stuart Neighborhood conditional use approval.

11 = Up to 30 upon approval by city commission with a RPUD.

Key:

E = Only residential dwelling unit allowed and only by conditional use.

L = Limited. No maximum density established by Land Development Code or comprehensive plan at this time. Rather, the term "limited" is used instead of a numerical value.

— = Not Permitted

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 2.03.08. Table 3a.

MAXIMUM DWELLING UNITS PER ACRE

Comprehensive Plan Land Use Classification	Zoning Districts													
	R 1- A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H	Urban Code District	East Stuart Neighborhood	
													GRO	BMU
Low density residential	8.72	8.72	8.72 to 11.62 ²											
Multi-family residential ¹				10 to 11.62 ³	10	L	L					30		
Office/residential ¹				10 to 11.62 ³	10	10	10					30		
Commercial				10	10	L	L					15		
Downtown redevelopment ¹				15/30 ⁴	15/30 ⁴	15/30 ⁴						15/30 ⁴		
Neighborhood/special dist.												15/30 ⁴		
Industrial														
East Stuart													17	17
Marine/industrial				15		15						15/30 ⁴		
Public									E					
Recreation														
Institutional														
Conservation														

R-1A single family—estate; R-1 single family—general; R-2 duplex; R-3 multi-family/office; R-M residential multi-family; B-1 business-limited; B-2 business-general; B-3 business-restricted; B-4 limited business/manufacturing; P public service; I industrial; H hospital; urban code district includes urban general (UG), urban center (UC), urban neighborhood (UN), urban highway (UH), urban waterfront (UW), creek north (CN), creek south (CS), creek industrial (CI); East Stuart district includes business and mixed use (BMU), general residential and office (GRO), single-family and duplex (SFD).

Footnotes:

1. Assisted living facility (ALF) is allowed a maximum of 30 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.
2. Units per acre in the low density residential classification are limited to 8.72 maximum for single family units to 11.62 maximum for duplex units.

3. Units per acre are limited to ten maximum for single family units to 11.62 maximum for multi-family and duplex units.
4. Up to 30 du per acre upon approval by city commission through an urban code exception.

Key:

E = Only residential dwelling unit allowed and only by conditional use.

L = Limited. No maximum density established by Land Development Code or comprehensive plan at this time. Rather, the term "limited" is used instead of a numerical value.

□ = Not permitted.

(Ord. No. 2332-2017, § 1, 8-28-17; Ord. No. 2401-2019, § 1, 4-8-19; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 2.03.09. Table 3b.

MAXIMUM DWELLING UNITS PER ACRE FOR PLANNED UNIT DEVELOPMENT (PUD)

Comprehensive Plan Land Use Designation	RPUD		CPUD		MXPUD ²		IPUD		UPUD		PSPUD	
	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA
Low density residential ¹	8.72 to 11.62	8.72 to 11.62	-	-	-	-	-	-	-	8.72 to 11.62	-	-
Multi-family residential	30	30	30	30	15	15	-	-	-	30	-	-
Office/residential	30	30	30	30	15	15	-	-	-	30	-	-
Commercial	10	15	10	15	10	15	-	-	-	15	-	-
Downtown redevelopment	-	30	-	30	-	15	-	-	-	30	-	-
Neighborhood/special dist.	15	15	15	15	15	15	-	-	-	15	-	-
Industrial	-	-	-	-	-	-	-	-	-	-	-	-
East Stuart	-	17	-	17	-	15	-	-	-	-	-	-
Marine/industrial	15	15	15	15	15	15	-	-	-	15	-	-
Public	-	-	-	-	-	-	-	-	-	-	-	-
Recreation	-	-	-	-	-	-	-	-	-	-	-	-
Institutional	30	30	-	-	-	-	-	-	-	30	-	-
Conservation	-	-	-	-	-	-	-	-	-	-	-	-

Footnotes:

1. Units per acre in an eligible PUD in the low density residential designation are limited to 8.72 maximum for single family units to 11.62 maximum for duplex units.

~~2. — Density bonus is available in an MXPUD~~

(Ord. No. 2401-2019, § 1, 4-8-19; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 2.03.10. Table 4.

INTENSITY OF DEVELOPMENT ~~LOT~~ PARCEL AREA AND FLOOR AREA RATIO (FAR)

Future Land Use Categories	% Lot Area Residential	% Lot Area Non-Residential	Non-Residential (maximum FAR)	>2.0 FAR
Low density residential	95—100	0—5	<0.75 FAR	N/A
Multi-family residential	70—100	0—30	<3.0 FAR ¹ / <.5 FAR ²	<20 acres ¹
Office/residential	0—25	75—100	<3.0 FAR ¹ / <1.5 FAR ²	<10 acres ¹
Commercial	0—15	85—100	<3.0 FAR ¹ / <1.5 FAR ²	<50 acres ¹
Downtown redevelopment	0—70	0—70	<4.0 FAR	<50 acres ¹
Neighborhood/special dist.	30—90	10—70 ³	3.0 FAR ¹ / <2.0 FAR ²	<10 acres ¹
Industrial	N/A	100	3.0 FAR ¹ / <1.0 FAR ²	<10 acres ¹
East Stuart Neighborhood	70—100	0—30	<1.5 FAR	N/A
Marine/industrial	0—25	0—75	<3.0 FAR	<5 acres ¹
Public	N/A	100	<1.0 FAR	N/A
Recreation	N/A	100	<0.5 FAR	N/A
Institutional	N/A	100	<.75 FAR	N/A
Conservation	N/A	100	<10% ISR ⁴	N/A

Footnotes:

1 = Inside community redevelopment agency (CRA) boundary

2 = Outside CRA boundary

3 = Recreation uses shall not exceed 25 percent of the land area

4 = ISR: Impervious surface ratio. Not to exceed 10,000 square feet

Note: The numbers in this table should be interpreted as follows (using a one acre lot and the low density residential future land use category as an example):

1. The maximum amount of a one acre lot (43,560 square feet) that can be used for non-residential activities is five percent or 2,178 square feet.
2. The maximum floor area ratio (FAR) allowed in this land use category is .75.

-
3. .75 of 2,178 square feet is 1,633 square feet which represents the maximum size of the non-residential structure that could be constructed within this land use category.

(Ord. No. 2401-2019, § 1, 4-8-19; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

2.04.00. AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT REQUIREMENTS

Sec. 2.04.01. Generally.

The following Tables 5, 6, and 7 reflect ~~lot~~ parcel area, impervious surface coverage, setback and height requirements.

TABLE 5 - RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK AND HEIGHT REQUIREMENTS

Standard	R-1A	R-1	R-2 (Single-family)	R-2 (Two-Family)	R-3 (Single-family)	R-3 (Two-family)	R-3 (Multi-family)	R-3 (Professional Bldg.)	R-3 (Residential units with business)
Minimum zoning lot size:									
Minimum lot area (sq. feet)	10,000	7,500	5,000 <u>6,000</u> ***	7,500	4,356 <u>6,000</u> ***	7,500	10,000	10,000	10,000
Minimum lot width (feet)	100'	75'	50'	75'*	50'	75'*	100'	100'	100'
Maximum Impervious Surface Coverage	50%	50%	50%	50%	50%	50%	40%	40%	40%
Building Setback (Minimum Yards):									
Minimum front	25'	25'	25'	30'	20'	30'	25'	25'	25'
Minimum side	10'	7.5'	5' for one and two story 7.5' for three story	10'***	5' for one and two story 8' for each side stack three story	10'***	15'***	15'	25'
Minimum rear	15'	15'	15'	20'	15'	20'	20'	20'	20'
Maximum Building Height	35'	35'	35'	35'	35'	35'	35'	45'	45'

Maximum Number of Stories	3	3	3	3	3	3	3	4	4
XXXX Note: The above table does not apply to the CRA except for footnotes 1 and 2 noted below. Refer to chapter III, Special Zoning Codes for the development standards for the CRA. * Total width for both duplex units. ** A zero-foot setback allowed for common wall of duplex dwelling units and fee-simple townhome devising walls. ***For existing parcels with assigned parcel ID numbers at the effective date of this Code <u>September 5, 2024</u>, The newly platted lots <u>parcel of records</u> have a minimum lot size of <u>4,365 6,000</u> sf.									

(Ord. No. 2454-2020, § 1, 11-9-20)

TABLE 6 - COMMERCIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK, AND HEIGHT REQUIREMENTS

Standard	B-1 (Business Limited)	B-1 (Residential Units with Business)	B-2 (Business General)	B-2 (Residential Units with Business)	B-3 (Business Restricted)	B-4 (Limited Business and Manufacturing District)
Minimum zoning lot <u>parcel</u> size:						
Min. lot <u>parcel</u> area (square feet)	7,500	10,000	10,000	15,000	Not Provided	20,000
Min. lot <u>parcel</u> width	75'	100'	100'	100'		100'
Maximum Impervious Surface Coverage	65%	65%	65%	65%	65%	65%
Building Setback (Minimum Yards):						
Min. front	20'	20'	30'	30'	Not Provided	20'
Min. side	5'	5'	5'	5'		10'
Min. rear	20'	20'	20'	20'	Not Provided	30'
Maximum Building Height	45'	45'	45'	45'	Not Provided	45'
Maximum Number of Stories	4	4	4	4	Not Provided	4

TABLE 7 - PUBLIC SERVICE, INDUSTRIAL AND HOSPITAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK AND HEIGHT REQUIREMENTS

Standard	Public Service	Industrial	Hospital
Minimum zoning lot <u>parcel</u> size:			

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(Supp. No. 16)

Min. lot <u>parcel</u> area (square feet)	None	15,000	None
Min. lot <u>parcel</u> width		100'	
Maximum Impervious Surface Coverage	65%	65%	Not Provided
Building Setback (Minimum Yards):			
Min. front	25'	Not Provided	25'
Min. side	15'		15'
Min. rear	25'		25' ¹
Maximum Building Height	45'	45'	45' ¹
Maximum Number of Stories	4	4	4

Footnotes:

1. This provision is subject to amendment at such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

Sec. 2.04.02. Supplemental area requirements

A. *Minimum width and area of ~~lots~~ parcels, unless varied by the board of adjustments ~~via a variance approval~~.*

1. No lot, even though it may consist of one or more adjacent ~~lots of record~~ parcel of record, shall be reduced so that the ~~lot~~ parcel width or depth, front, side or rear yard, minimum ~~lot~~ parcel area or other requirements of this Code are not maintained. This section shall not apply when a portion of a ~~lot~~ parcel is subsequently acquired for public purposes.
2. No residential ~~lot~~ parcel shall be less than 50 feet in width. In the case of irregularly shaped ~~lots~~ parcels, the average lot width shall be measured and determined in accordance with the definition of average lot width set forth in chapter XII.
3. No platted ~~lot~~ parcel of record shall contain less than 4,356 square feet.

(Ord. No. 2332-2017, § 1, 8-28-17; Ord. No. 2454-2020, § 1, 11-9-20)

B. *Adjoining ~~lots~~ parcel of record.*

1. If two or more adjoining ~~lots~~ parcels of record with continuous frontage are in a single ownership at any time and such ~~lots~~ parcels individually are less than the ~~lot~~ parcel width requirements for the zone in which they are located, such groups of ~~lots~~ parcels shall be considered as a single ~~lot~~ parcel of record or several lots parcels of record of minimum permitted size and the resulting ~~lot~~ parcel of ~~lots~~ parcels of record shall be subject to the dimensional requirements of this chapter.

Sec. 2.04.03. Supplemental impervious surface coverage requirements

- A. *Generally.* Impervious surface coverage on a development site shall not exceed the maximum coverage amounts provided in the Tables 5, 6, and 7 of this chapter. Land within the Urban District, East Stuart District, and S.E. Ocean Boulevard Overlay may be subject to different maximum coverage amount.
- B. *Impervious surface coverage calculation.* Impervious surface coverage is determined by calculating the total impervious surface area as a percentage of the gross site area. Water bodies are impervious and shall be included as such in the calculation of impervious surface coverage.
- C. *Increased impervious surface coverage allowances for residential zoning districts.* Up to 65 percent of the building site for single-family and two-family dwellings in R-1A, R-1, R-2, and R-3 may consist of impervious surface coverage in which may be located building additions, accessory structures, patios, and pools. To utilize this additional coverage, the applicant must show either that the soils of the site can be proven to accommodate the additional runoff via soil boring tests by a registered professional engineer, or:
- (a) The runoff created by the additional coverage will be retained on-site via retention facilities for a ten-year, three-day storm event for lots which are not more than one acre and for a 25-year, three-day event for lots which are one acre or greater in area; and
 - (b) Retention areas will not be located above drainfields; and

-
- (c) Retention areas shall be not more than two feet deep unless a professional engineer certifies the appropriate plans and installation; and
 - (d) All improvements will show compliance with section 6.03.00, Stormwater Management, of this Code.
 - (e) The applicant shall be required to install one tree as defined in section 6.04.00 on the site for every 500 square feet, or fraction thereof, of additional impervious surface coverage as permitted in Table 7 above. The applicant shall also replace not less than 50 percent of all trees and shrubs removed for the installation of additional impervious surface coverage.

(Ord. No. 1432-95, § 6.01.02.E, 9-25-95; Ord. No. 1451-96, 3-25-96; Ord. No. 1720-00, 3-27-00)

- D. *Treatment of cluster development.* Because impervious surface coverage is calculated for the gross site, cluster development or other site design alternatives may result in individual **lots parcels** within a development project exceeding the amount of impervious surface coverage, while other **lots parcels** may be devoted entirely to open space. The city development director or city commission may require, as a condition of approval, deed restrictions or covenants that guarantee the maintenance of such open space in perpetuity.
- E. *Alternative paving materials.* If pervious concrete is proposed for a project, then 50 percent of the area covered with pervious concrete shall be considered as a pervious surface provided it is installed and maintained in accordance with section 6.01.14 of this Code. Other porous paving materials may be utilized with a credit for pervious coverage as determined by the city development director and as per section 6.01.14 of this Code.

Sec. 2.04.04. Supplemental building setback requirements.

A. *Construction prohibited within setback lines.*

- 1. No person shall construct or erect a building or other permanent structure with the exception of fences, sidewalks, pools, walls, terraces, decks, driveways, or accessory structures (see section 6.09.00 for setback requirements) on any lot or tract for which a setback line has been established by this chapter, between such setback line and the property line from which the setback has been established.
- 2. Notwithstanding the foregoing, in order to accommodate reasonable residential growth while maintaining the character of older neighborhoods, setback requirements for additions to existing houses on 50 feet × 125 feet and smaller lots shall be lessened as follows:

Front yard: 15 feet;

Side yard: five feet; and

Rear yard: ten feet.

The front yard setback shall be lessened to ten feet with the construction of a porch along, at a minimum, 50 percent of the first floor street facade.

(Ord. No. 1720-00, 3-27-00)

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3. Notwithstanding the foregoing, the front yard setback for construction on a lot in the R-1 district and the R-1A district shall be the lesser of 25 feet, as set forth above, or the average of the front yard setback distances existing on the adjacent lots which are located on each side of said lot.
 4. Excluding streetwalls, fences, and entryway arbors and bowers a setback must be free of structures that are higher than four feet.
 5. Architectural features such as cornices, eaves, gutters, fireplaces, flower boxes, bay windows, decorative molding and balconies, and front staircases designed complementary to the principle structure, which are part of the structure or attached thereto, may project no more than three feet into a required setback area. Equipment tanks, filters, stairwells, stairways attached post construction, and enclosed floor space are not considered architectural features and, therefore, must meet principal structure setbacks, unless otherwise varied pursuant to other sections of the land development regulations.
 6. Where a lawful porch or screened porch existed on or before July, 1999, except those detached and constructed as an accessory structure within the required rear setback area, such structure may be enclosed without application to or approval by the board of adjustment for a variance to a required setback area, provided no part of the structure, excluding eaves, is closer than 15 feet to the rear property line or eight feet to the side property line.
 7. The address of a house or location of the front door shall have no effect on the setback regulations outlined above.
- B. *Required building setbacks for corner lots and/or lots abutting alleyways or streets.*
1. The following specific setbacks shall apply to the streets so designated, unless other provisions of the unified code provide a greater setback:
 - a. A minimum setback line of ten feet from a street or alley on every corner lot, or lot which abuts a street or alley; or which shall hereafter abut a street or alley by virtue of the platting or construction of an alley or street.
- C. *Required building setbacks for attached garages in residential zoning districts.*
1. A street facing, front entry garage or carport exceeding one automobile capacity shall have a front yard setback of minimum of 35 feet.
- D. *Front setback reduction in single-family residential zoning districts.*
1. Applicable to R-1A Single-family, R-1 Single-family; R-2 Single-family; and R-3 Single-family: In an effort to retain a sense of community as well as preserve a more neighborhood oriented architectural styling, the front setback shall be lessened to 15 feet with the construction of a porch along, at a minimum, 50 percent of the first floor street facade.
- (Ord. No. 1720-00, 3-27-00)
- E. *Non-residential use common boundary setback.*
1. For a proposed non-residential use adjacent to a residential use or residential zoning district a common boundary setback of the greater of 30 feet or the height of the highest non-residential

building shall be provided. This common boundary setback does not apply to a proposed multi-family development.

2. For a proposed non-residential use in the "R-3" residential district adjacent to an undeveloped property in the "R-3" residential district a common boundary setback of the greater of 15 feet or the highest proposed non-residential building.
3. Each/any setback requirement for R-3 Professional Building, R-3 Residential Units with Business listed in Table 7 and those districts listed in Tables 8 and 9 are subject to amendment in accordance with section 2.04.04.E.1 and 2 above.
4. All requirements relative to front, side, and rear yards shall be the same as required in the residential district to which the front, side, or rear property in a B-1, B-2, B-3, B-4 or I district adjoins or lies directly across a street or alley from a residential district.
5. For all commercial and non-residential structures, more than one story in height, the entire building must meet additional setbacks of ten feet on side yards and five feet on the rear yard, per each additional story above the ground floor.

(Ord. No. 1720-00, 3-27-00)

6. Greater setbacks may be required to meet transitional landscape buffer requirements per section 6.04.06.

Sec. 2.04.05. Supplemental building setbacks for waterfront properties.

All waterfront properties shall conform to the Comprehensive Plan and Code section 5.06.00 mandated waterside setbacks of 25 feet citywide and ten feet CRA, measured from the waterside lot line or perpendicular to the mean high waterline as established by a licensed surveyor, whichever is nearer to the principal structure on the same lot; or perpendicular to the centerline of a seawall.

(Ord. No. 1720-00, 3-27-00)

Sec. 2.04.06. Supplemental building setbacks on certain streets.

The following specific setbacks and streetscape standards shall apply to the streets so designated in Figure 2.04-1, unless other provisions of this Code provide a greater setback. In cases where the above setbacks differ from those contained in chapter II, chapter III shall apply.

Figure 2.04-1:

Street	Side	From	To	Front Setback (ft)
SE Dixie	West	SE (Eleventh) St.	SE Dixie Cutoff Rd.	10
SW Palm City Ave.	Both	U.S.-1/SW Federal Hwy.	City Limits	50 (from centerline)
SE Ocean Blvd.	Both	East of SE Palm Beach Road		50 (from centerline)

US-1 / SW Federal Hwy.	Both	SW Joan Jefferson Way	S Colorado Ave. / S Kanner Hwy.	15-40 Build-to-Zone
US -1/ SE Federal Hwy.	Both	S Colorado Ave. / S Kanner Hwy.	SE Dixie Cutoff Rd.	20-40 Build-to-Zone
US-1 /SE Federal Hwy.	Both	SE Dixie Cutoff Rd.	South City Limits	20

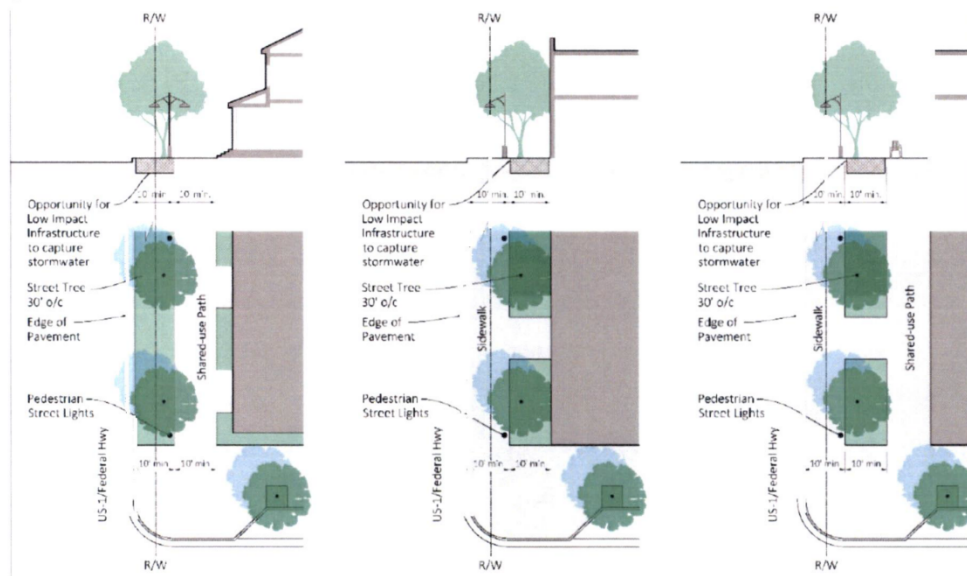
Streetscape standards. Front setback areas shall be detailed to augment public right-of-way design, to establish shaded, continuous routes for pedestrians and cyclists, and to organize landscaping. The standards and regulations set forth below shall apply to all new development and substantial renovation.

1. *US-1/Federal Highway Streetscape from SW Joan Jefferson Way to SE Dixie Cutoff Rd.* A minimum streetscape area no less than 20 feet in width, measured from the back of curb, shall be provided. The streetscape area is a combination of public right-of-way and the required building setback. Figure 2.04-2 illustrates possible means of meeting the streetscape standards. The streetscape area shall be organized as follows:
 - a. *Shared-use path or sidewalk.* A continuous ten-foot pedestrian and cycling path shall be provided. Any portion of the shared-use path or sidewalk within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.
 - b. *Shade trees and landscaping area.* Shade trees provide a shaded environment for pedestrians, improve stormwater management, reduce urban heat island effect, and improve the overall visual appearance of the street. Street trees shall be provided as follows:
 - i. Shade trees shall be planted in accordance with the City of Stuart Landscape Code and shall be consistent with US-1/Federal Highway Street Tree Master Plan tree species.
 - ii. Planted uniformly spaced at a minimum of 30 feet on center within a minimum ten-foot wide landscape area. Spacing of trees may only exceed 30 feet to accommodate curb cuts, fire hydrants, utilities, existing canopy trees. Shade trees are encouraged to be planted to separate pedestrians from vehicular travel lanes.
 - iii. Shade trees and landscape areas may be planted with tree boxes or other low impact green infrastructure to maximize the stormwater benefit.
 - iv. Shade trees shall be trimmed to provide minimum eight feet clear height at sidewalks and 14 feet clear height at streets.
 - v. If site constraints such as existing utility easements, public infrastructure, or right-of-way constraints prevent the installation of required shade trees, the development director may approve an alternative organization of the streetscape

elements. The building shall provide devices such as awnings or roof overhangs to establish a shaded pedestrian environment.

- c. **Building entrances.** The main entrance to every building shall be and face a public right-of-way or civic open space. The main entrance(s) to ground story commercial space(s) shall face a public right-of-way or civic open space. Doors allowing public access shall occur at intervals no greater than 150 feet per facade or side of building.
- d. **Frontage types.** Frontage types define architectural characteristics for the detailing of building entrances. Frontage types may be required as part of a special zoning code areas. See chapter III.
- e. **Dedication.** A voluntary dedication consistent with the approved US-1/Federal Highway Street Tree Program Res. 12-2023 CRA shall be submitted as part of a minor development plan application or amendment to an existing development order to participate in the program. The property owner may also be required to enter into a maintenance agreement requiring the property owner to be responsible for and maintain improvements made by the owner to meet the requirements of this section.
- f. **Parking code relief.** Relief from the Stuart Parking Code may be permitted when the streetscape standards are fully implemented as part of a substantial renovation or a minor development plan application. The required on-site parking may be reduced by ten percent or by the existing parking spaces removed in streetscape implementation, whichever is greater. An approved by minor development plan application or amendment to an existing development order shall record the parking space credit. Failure to maintain landscaping will revoke parking space credit.

Figure 2.04-2:



(Ord. No. 2520-2023, § 1(Exh. A), 10-23-23)

Sec. 2.04.07. Supplemental building height.**A. *Building height.***

1. Building height is measured from the lowest permissible finished first-floor elevation set forth in LDR section 6.03.02.B.4. to the surface of a flat roof and the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above maximum building height.
2. A parapet wall shall not exceed 24 inches in height, provided however, a greater height of up to ten feet may be permitted by the city development director if necessary to conceal rooftop utilities such as stairway and elevator bulkheads and other roof equipment. No height of greater than 24 inches shall be permitted for more than 40 percent of any facade of a building. A parapet wall shall be designed to be consistent and compatible with the design and treatment of the facade of the structure.

B. *Roof top occupancy.*

1. Occupancy residential uses of a flat rooftop, which are ancillary to residential occupancies, shall be limited to uses which are ancillary to residential occupancies and shall be enclosed by a code-compliant safety railing or other approved barrier. Except as otherwise permitted by this Code, no permanently affixed structures, including, gazebos, trellises, or other similar structures shall be allowed on the roof of a four-story building. Maintenance and repairs shall not be deemed occupancy as that term is used in this paragraph.
2. Rooftop dining, as defined by this Code, is permitted as a major conditional use, and in accordance with the supplemental standards in section 2.06.19.

2.05.00. COTTAGE LOTS PARCELS**Sec. 2.05.01. Purpose.**

- A. Support the Comprehensive Plan growth management goal of more efficient use of urban residential land, including the development potential for existing substandard lots parcels.
- B. Provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single person households).
- C. Provide opportunities for ownership of small, detached dwelling units within single-family neighborhoods.
- D. Provide guidelines to ensure compatibility with surrounding land uses.

Sec. 2.05.02. Applicability.

The developments eligible for consideration include:

- A. New single-family residential construction; and
- B. Single-family residential redevelopment, including retrofitting/remodeling; but
- C. The cottage lot provisions shall be applicable in the R-1, R-2, and R-3 land use districts, but shall not be applicable in the R-1A, or the Community Redevelopment Area (CRA) districts.

Sec. 2.05.03. Permitted uses.

- A. Single-family residential structures.
- B. Accessory structures incidental to the principal use.
- C. Home occupations (as defined in the LDC).

Sec. 2.05.04. Future annexed area.

All residentially zoned land annexed into the city that does not meet minimum standards for development, such as minimum ~~lot~~ parcel area or minimum ~~lot~~ parcel width, shall be eligible for development under the provisions of these cottage ~~lot~~ parcel provisions.

Sec. 2.05.05. On-site parking standards.

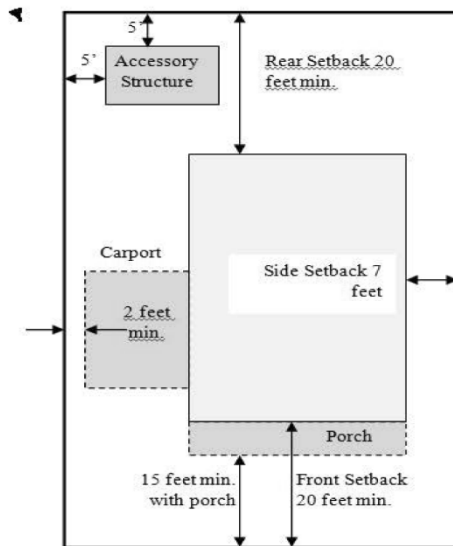
- A. Each new single-family residential unit shall provide two parking spaces.
- B. Parking shall be located behind the front facade of the structure, where possible.

Sec. 2.05.06. Development standards.

New single-family development, and redevelopment or remodel of single-family residences, on existing substandard lots (Exhibit A), shall be permitted to meet the cottage lot standards set forth below, on ~~lots-of-record~~ parcel of record as of ~~December 10, 2007~~ September 5, 2024. However, it is not the intent of the city commission to allow the creation, partition, or subdivision of ~~lots-of-record~~ parcel of record after ~~December 10, 2007~~ September 5, 2024, to create substandard ~~lots-parcel~~, and thus come under the development rights provisions of the cottage lot section. To address stormwater and other potentially negative impacts on adjoining properties, the city development director may require stem wall construction and limited window opens, including privacy windows, at the side yard second floor level.

Sec. 2.05.07 Exhibit A - BUILDING FORM STANDARD

BUILDING FORM STANDARD COTTAGE LOTS



Siting

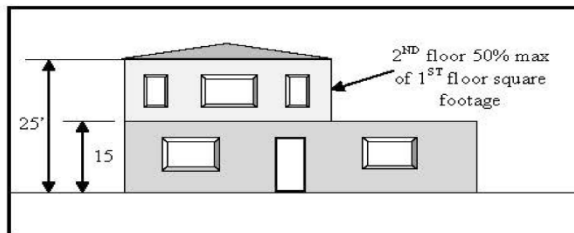
- No minimum lot size requirement.
- No minimum lot width requirement.
- Front building setback a minimum of 20 feet or the average setback along the street (excludes front setbacks in excess of 50 feet).
- Side building setback a minimum of 7 feet.
- Rear building setback a minimum of 20 feet.
- Front setback encroachment of up to 5 feet allowed for a porch provided.
- Maximum impervious surface of 65% allowed provided requirements of Sec. 2.04.03 are met.

Accessory Structures

- No accessory dwelling units allowed.
- Limited to single story and 12 feet in height.
- Subject to General Standards and Requirements found in Sec. 6.09.02.A-D.
- Limited to a maximum 2 car garage with a maximum of 440 square feet.

Allowable Setback Encroachment

- Front porch with no enclosed floor area may encroach up to 5 feet into front setback.
- Driveways and carports or other open-sided structure may encroach up to 5 feet provided there is no habitable structure above.



Principal Building Requirements

- Maximum first floor building height 15 feet.
- Maximum second story height 25 feet.
- Building height measurement must comply with Sec. 2.04.07.A of the City of Stuart Land Development Code.
- 2 story maximum.
- First floor gross living floor area (under air) not to exceed 30% of lot square footage.
- Second story allowed, but shall not exceed 50% of first floor square footage.

Use Specifications

- Single-family residential structures.
- Accessory structures incidental to principal use.
- Home Occupations (as defined in the LDC)

2.06.00. SUPPLEMENTAL USE STANDARDS

Sec. 2.06.01. Generally.

Certain uses have unique characteristics that require the imposition of development standards in addition to those minimum standards which may pertain to the general group of uses encompassing the use. These uses are listed in this part together with the specific standards that apply to the development and use of land for the specified activity. These standards shall be met in addition to all other standards of this Code, unless specifically exempted.

Sec. 2.06.02. Manufactured/mobile home/recreational vehicle developments.

A. *Water supply.*

- (1) Each site used as a manufactured/mobile home/recreational vehicle development shall be provided with an adequate supply of water of safe sanitary quality, approved by the Florida Department of Environmental Protection.
- (2) Where water from sources other than the municipal supply is proposed to be used, the source of the supply shall first be approved by the Florida Department of Environmental Protection.

B. *Waste and sewage disposal.* Each manufactured/mobile home/recreational vehicle development shall be provided with safe and adequate means for the collection and removal of waste and garbage, and shall be either connected to the city sewer system, where such is available, or to a septic tank, all of which shall comply fully with all laws, ordinances or regulations prescribed by the city or the state.

C. *Size, condition of manufactured/mobile home/recreational vehicle site.*

- (1) Each unit or site reserved for the accommodation of any manufactured/mobile home/recreational vehicle shall be not less than 25 by 35 feet, and shall be clearly defined by markers at each corner.
- (2) The site shall be level, free from rocks and weeds, and well drained.
- (3) The site shall be landscaped in accordance section 6.04.00, Landscaping. Compliance is required due to the classification of mobile homes as vehicles.

D. *Distance between manufactured/mobile homes/recreational vehicle; setback of manufactured/mobile home/recreational vehicle.*

- (1) No manufactured/mobile home/recreational vehicle shall be located on any site where there is less than ten feet between the trailer and a building or another manufactured/mobile home/recreational vehicle.
- (2) No manufactured/mobile home/recreational vehicle site shall be placed or erected within less than five feet from the property line separating the development from adjoining property, measured from the nearest point of the manufactured/mobile home/recreational vehicle site.
- (3) No manufactured/mobile home/recreational vehicle development abutting on any public street, avenue, boulevard, terrace, court or place shall locate any manufactured/mobile home/recreational vehicle site beyond the established setback line and in no case closer than 20 feet to such street, avenue, boulevard, terrace, court or place.

E. *Roadways; entrances and exits.*

- (1) Hard surfaced roadways or driveways shall be provided in a manufactured/mobile home/recreational vehicle development, not less than 18 feet in width.
- (2) Roadways or driveways shall be so located that each unit in the development is easily accessible.
- (3) All entrances and exits shall be well marked and so arranged that they can be easily controlled and supervised.

F. *Density.*

- (1) No manufactured/mobile home/recreational vehicle development shall exceed ten units per acre.

G. *Prevention of trespass.*

- (1) Each manufactured/mobile home/recreational vehicle development shall clearly indicate one or more entrances and exits, the use of which shall be enforced.
- (2) Where it is established by complaint of adjoining property owners that their property is being trespassed upon by patrons of any manufactured/mobile home/recreational vehicle development, the owner, manager or other person responsible, shall provide a fence or other effective barrier to insure the owners of adjoining property protection against trespass.

Sec. 2.06.03. Assisted living facilities (ALF).

A. *Purpose.* The purpose of this section is to provide standards, regulations and guidelines for the development of assisted living facilities (ALFs).

B. *Application.* The provisions of subsections 2.06.03 C. and 2.06.03 D. shall only apply to facilities which provide housing to more than 12 persons or which are one or more acres in size.

C. *Procedures and prerequisites for use.* Assisted living facilities which house four or fewer unrelated persons shall be a use by right in all residential zones. Licensed ALFs for five or more unrelated persons shall be a use allowed within RPUD districts or by conditional use in all zones that allow multi-family uses.

- (1) For facilities intended for RPUD districts, the provisions of section 2.07.00, planned unit development requirements, together with a site plan shall be required.

- (2) Standards.

- a. For facilities allowed by conditional use in multi-family zones, the permitted density of any facility shall be ten units per acre. For facilities intended for RPUD districts, the permitted density of any facility shall be up to a maximum of 30 units per acre.
- b. For all facilities, off-street parking shall be provided on the minimum basis of one space for every four living units, and one space for each staff person employed as determined by the maximum working shift. The city commission may require the provision of additional parking in the reasonable exercise of its discretion.
- c. For all facilities, each unit in the facility to be occupied by one person shall be a minimum of 250 square feet; each unit in the facility to be occupied by two persons shall be a minimum of 450 square feet. Additionally, at least 100 square feet of interior common area shall be provided for each unit. For facilities in excess of 150 units, the city commission may reduce the square footage requirements for common areas in exchange for increased area of the units, additional exterior common areas, or recreational facilities.
- d. All facilities shall provide facilities sufficient, as determined by the city commission, in size to serve meals to residents, and shall provide at least two meals a day to its residents which shall be included in the monthly fee.

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- e. All facilities shall also provide the following amenities or services for its residents:
 - 1. An office or examination room for the purpose of housing a qualified and properly licensed nurse or nursing staff.
 - 2. T.V. and game room, library, arts and crafts center or other similar facility to provide leisure activities for facility residents.
 - 3. Laundry facilities for the residents.
 - f. All facilities may also provide the following amenities for its residents:
 - 1. Sauna, swimming pool, tennis or other appropriate recreation facilities.
 - 2. A small scale convenience store to provide personal items such as toiletries, magazines, a small selection of groceries, prescriptions. Said facility shall be self-contained within the structure and open only to the residents of the facility.
 - g. All facilities shall be subject to a 45-foot height maximum.
 - h. All facilities shall be subject to the regulations applicable in R-3 districts which pertain to lot coverage, and setbacks.
 - i. At least 20 percent of each facility site intended for an R-3 district shall be maintained as open space to be either a lawn or landscaped area which can be used for recreation and other leisure activities. Facilities intended for RPUD shall be subject to a 30 percent open space requirement.
 - j. All signs in conjunction with any facility shall meet the applicable requirements pertaining to the R-3 zoning district.
 - k. Accessory uses shall be limited to those normal and incidental to residential dwelling units, as determined by the city.
 - l. Each facility and all its units shall be served by one master meter for water, sewer, and electric utilities.
 - m. Any plan for a facility must establish not only compliance with those requirements set forth in subsections 2.06.03.C.2.a. through e. above, but also that such use will be reasonably compatible with the surrounding neighborhood on the basis of the following considerations:
 - 1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire.
 - 2. Off-street parking and loading areas where required, with particular attention to the economic, noise, glare or odor effects of the plan approval on adjoining properties and properties generally in the district.
 - 3. Location of refuse and service areas.
 - 4. Utilities with reference to locations, availability, and compatibility.
 - 5. Screening and buffering with reference to the type, dimensions, and character.

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6. Signs, if any, proposed exterior lighting with reference to glare, traffic safety, economic effect, compatibility and harmony with property in the district.
 7. Required yards and other open space.
 8. Height.
 9. Landscaping.
 10. Renewal and/or termination dates.
 11. Function, hours of operation, type and amount of traffic to be generated, building size and setbacks, relationship to land values and other factors that may be used to measure compatibility.
 12. In particular, the city commission may consider the size, location and state of repair of the facility, the ability of the site to accommodate required parking, ancillary service and outdoor activity requirements in the use and such off-site characteristics as may be documented including traffic generation and noise.

D. *Individual ownership; change in use.*

- (1) No facility may offer or provide for individual ownership of its units unless the units fully comply with requirements of the City Code and applicable building codes in regard to multifamily structures.
- (2) In the event a facility is no longer used for an assisted living facility or is modified for the purpose of creating individual ownership of units by the conversion of the facility to a condominium or to any use other than as an assisted living facility, the plan approval provided for herein shall automatically terminate and the project, its buildings and facilities shall be subject to all requirements of multi family structures as permitted by the Code in the applicable district.

E. *Notice of conversion.* If application is made to convert any condominium, apartment complex, or other multi-family residential complex to an assisted living facility or to construct an assisted living facility on property encompassed within the site plan of any residential complex as described above, the applicant shall, as a condition precedent to proceeding with the application, submit proof that all residents of the affected complex have received notice of the application and the date and time of the public hearing at which said application shall be considered.

Sec. 2.06.04. Child care centers.

A. *Generally.* Child care centers, are permitted in B-1, B-2, B-3, and the Urban Code District, may be allowed in RPUD (if under five acres), CPUD, MXPUD, and by conditional use in R-3 (if under five acres), B-4, and the BMU and GRO of the East Stuart District (if under three acres), subject to the following standards:

- (1) Required square footage of outdoor play area per child shall meet Florida Department of Children and Family Services standards and provide proof of issuance of a state license for such facility;
- (2) The outdoor play area is enclosed by a fence having a height of at least five feet in order to prevent passage through the planting;

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- (3) One non-illuminated sign may be permitted to identify the principal structure, but such sign cannot exceed the size and height requirements of the respective zoning district, and cannot contain any advertising other than the name of the business;
 - (4) The location of outdoor play equipment shall be determined in the site plan review;
 - (5) The principal and accessory buildings shall meet all yard setback and height requirements of the applicable zoning district; and
 - (6) Proof of application of a state license for such facility before approval of the conditional use shall be shown and such license must be issued before, or at the same time, of any certificate of occupancy or business tax receipt may be issued for such facility.

Sec. 2.06.05. Automobile/boat sales and service facilities.

- A. Gasoline or other motor fuel stations, including storage tanks but excluding principal use signs, must be placed not less than 25 feet from any side or rear property lines, except where such side or rear property lines abut a street, in which case the setback shall be that required for such streets measured from the street centerline. All buildings or structures including gas pumps and storage tanks, except principal use signs, shall comply with the setback requirements of any abutting street. If on a corner lot, the means of access and egress shall be determined by the local or state department that owns the right-of-way. Ingress and egress shall be arranged and designed so as to minimize the interference with the flow of traffic.
- B. Auto/boat sales facilities must provide room for all repair and servicing inside an enclosed building, unless within an Industrial zoned district.
- C. Garages and repair shops must provide room for all repair and servicing inside an enclosed building, unless within an Industrial zoned district.

Sec. 2.06.06. Automatic amusement center and game rooms.

Video game rooms must be at least 500 feet from any school or church. Unless entrance by minors is prohibited, bicycle racks to park one bicycle per every two machines must be provided.

Sec. 2.06.07. Industrial uses.

The following standards shall apply when a proposed industrial development requires major development plan approval (over 50,000 square feet in gross floor area), or if an industrial planned unit development is proposed.

- A. Industry shall be of a nature as not to be injurious or offensive or detrimental to the present or intended character of the "B-4," "I" or "IPUD" zoning districts or vicinity by reason of emission of noise, dust, glare, smoke, gas, fire, odors, vibration, fumes, toxic waste materials.
- B. Planned industrial parks and new industrial developments must provide that abutting residential properties will be protected from drainage of surface water, noise, odor, glare, dust, and fumes or other objectionable conditions; that provision is made for adequate vehicular and pedestrian access and circulation so as not to present problems of safety on the site or unduly impeded normal traffic movement on adjacent streets; that requirements for parking as provided in chapter VI are met. Further, no building structure, or land within 100 feet of any

lot line or a lot located in a residential district shall be used in connection with the operations of any establishment. Off-street parking and off-street loading space may be located within this setback area in accordance with regulations on parking in chapter VI. Within 300 feet of a residential district boundary line, all activities and operations shall be completely screened by a solid wall at least eight feet in height, and open storage shall not be of greater height than that of the enclosed fence, except that off-street loading and unloading spaces may be located in accordance with parking provisions of chapter VI.

- C. Sign painting and/or manufacturing shops must contain such activities within an enclosed building.

Sec. 2.06.08. Urban agriculture.

- A. *Purpose and intent.* The purpose of permitting urban agriculture is to promote local food production for local consumption and promote the health, environmental and economic benefits of having such uses. Urban farms and community gardens are types of urban agriculture. Urban farms promote the local production of food primarily for sale to local sellers and consumers residing or doing business in Martin County, Florida. Community gardens promote the local production of food for use or consumption by the individuals directly involved in the food production. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively.
- B. *Applicability.*
 - 1. This section shall apply to urban farms and community gardens.
 - 2. This section does not apply to a private garden which is accessory to an existing principal residential dwelling unit or multi-family residential development.
- C. *Development standards.*
 - 1. *Maintenance responsibilities.* The owner of the property on which the community garden or urban farm is located shall be responsible for maintaining the property so that it does not become overgrown with weeds, infested by invasive exotic plants or vermin, or a source of erosion or stormwater runoff and shall meet the applicable requirements of this Code.
 - a. *Abandonment.* In the event that a property is not used as a community garden or urban farm for 60 or more consecutive days, the approval for such use shall expire and the site shall be restored by the property owner so as not to conflict with chapter 20, article II of the City Code of Ordinances.
 - 2. *Size limitation.* Community gardens shall not be greater than one-quarter acre in size without conditional use approval. Urban farms shall not be greater than five acres in size without conditional use approval. At least 50 percent of an urban farm site must be used for cultivation.
 - 3. *Environmental assessment.* Any person or group who wishes to establish an urban farm with plant beds that are not separated from the ground by a physical barrier shall obtain a phase I environmental site assessment to determine if any soil contamination exists. Such soil must be tested for any contaminants that would render it unsuitable for cultivating food on topsoil, including, but not limited to, lead and other toxic heavy metals; industrial solvents; gasoline; oils and greases; percloroethylene; and other chemicals that can be transmitted to people via

soil contact or consumption of foods grown in such soil. If any historical sources of contamination are identified in the environmental site assessment, the applicant shall conduct all appropriate testing to determine the type and level of contamination, and conduct the appropriate remediation procedures to ensure that soil is suitable for gardening

4. *Permitted structures.*

a. Community gardens are permitted to have greenhouses, hoophouses, coldframes, storage sheds (as defined in chapter XII), shade pavilions, and planting preparation houses.

i. *Location.* All structures shall meet the requirements of the underlying zoning district for setbacks.

ii. *Height.* No building or other structure may be greater than 15 feet in height.

iii. *Impervious surface coverage.* All structures shall not exceed the maximum impervious surface coverage of the underlying zoning district. Walkways should be unpaved and covered with mulch, gravel, or shell except as necessary to meet the needs of individuals with disabilities.

b. Urban farms are permitted to have greenhouses, hoophouses, coldframes, and similar structures used to extend the growing season, as well as sheds, shade pavilions, farm stands, restrooms, and offices.

i. *Location and height.* All structures shall meet the requirements of the underlying zoning district for setbacks. No permitted structure may be greater than 15 feet in height.

ii. *Impervious surface coverage.* All structures shall not exceed the maximum impervious surface coverage of the underlying zoning district. Sheds, shade pavilions, farm stands, restrooms, offices or other structures that are not used for cultivating crops shall not exceed 15 percent of the gross urban farm area. Walkways should be unpaved and covered with mulch, gravel, or shell except as necessary to meet the needs of individuals with disabilities.

5. *Required planting setbacks.* All plantings shall be planted no closer than five feet from the front, side or rear property lines. Cultivated area shall not encroach onto adjacent properties. All plantings shall comply with the visibility at intersection requirements pursuant to section 6.04.03.B.8 of this Code.

6. *Hours of operation and equipment.* No gardening activities for urban farms and community gardens shall take place before sunrise or after sunset. Motorized-powered equipment for cultivating or maintenance purposes shall be operated in accordance with chapter 20, article VI (Noise) of the Code of Ordinances. The use of hand tools and domestic gardening tools is encouraged.

7. *Chemical application.* Gardening in accordance with the University of Florida's Institute of Food and Agricultural Sciences, Florida Friendly Landscaping program is strongly encouraged. The use of fertilizer, pesticide, insecticide, herbicide or agricultural use chemicals must be consistent with label instructions and be in compliance with applicable sections of chapter 20,

article VIII (Fertilizer) of the Code of Ordinances. All chemicals and fuels shall be stored in an enclosed, locked structure when the site is unattended.

8. *Fences.* All fencing shall comply with the applicable fencing requirements of the underlying zoning district, except that fencing for community gardens within the R-1A, R-1, R-2, R-3 and R-M zoning districts shall not exceed four feet in height along road right-of-ways.
9. *Signage.*
 - a. Community gardens are permitted one sign, which shall not exceed four square feet in area, shall not exceed five feet in height, and shall have minimum property line setback of ten feet.
 - b. Urban farms shall comply with section 6.11.00 of this Code.
10. *Composting and trash storage.* Compost and organic matter shall be contained in appropriate containers or a contained area which shall be located with a 25-foot setback from all rights-of-way and a five-foot setback from all property lines. No trash or debris shall be stored or allowed to remain on the property unless contained in city-approved receptacle (e.g., carts or dumpsters).
11. *Sales of produce and plants.*
 - a. A community garden is not intended to be a commercial enterprise; however, there may be occasions when surplus of produce and horticultural plants are available, which may be sold off the premises or on-site via an approved special events permit pursuant to chapter 36, article III of the Code of Ordinances.
 - b. The produce and horticultural plants grown in an urban farm may be sold on or off the premises and the property owner or garden coordinator shall obtain a business tax/certificate of use pursuant to the City Code of Ordinances prior to making any sales.
12. Pursuant to chapter 8, article I of the Code of Ordinances, livestock shall be prohibited, with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to an urban farm, subject to the following restrictions:
 - a. No more than 30 chickens per acre may be kept on an urban farm, with roosters prohibited;
 - b. The chickens shall be provided with a covered enclosure (i.e., "henhouse/coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;
 - c. Covered enclosures and fully enclosed runs must meet the standards of permitted structures included in section 2.06.09.C.4, and shall not be placed within ten feet to any property line of an adjacent property or 25 feet of any adjacent residential structure;
 - d. The space per bird in the henhouse/coop shall not be less than four square feet per bird, and the space per bird in the fully enclosed run shall not be less than ten square feet per bird;
 - e. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept in neat condition, including provision of clean, dry bedding materials and regular removal of

waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;

- f. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The henhouse/coop must be impenetrable to rodents, wild birds, and predators, including dogs and cats;
 - g. All feed and other items associated with the keeping of chickens that are likely to attract or become infested with or infected by rodents or other pests shall be kept in secure containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;
 - h. No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;
 - i. Sales of eggs shall be conducted in accordance with section 2.06.08.C.11, and all applicable state and federal regulations; and
 - j. Humane harvesting of chickens is permitted by trained personnel, according to all applicable state and federal regulations.
13. *Prohibition on agricultural tax exemption.* A property owner shall be prohibited from seeking an agricultural tax exemption afforded by the local, state, or federal tax regulations.
14. *Administrative variances.* Requests for administrative variances to the setback and structure size limitations may be made in accordance with section 8.04.08 of this Code.
- D. *Application process.* An application for administrative approval of a community garden or urban farm must be submitted to the development department along with the following documentation:
- 1. Letters of no objection from adjoining property owners when a proposed community garden abuts property zoned or used for residential purposes;
 - 2. Rules and regulations that govern the operations of the farm or garden;
 - 3. Anticipated number of persons to be involved in the operation;
 - 4. Photograph(s) of the proposed urban farm or community garden site; and
 - 5. Site plan, drawn to scale, showing the following:
 - a. Property size with dimensions;
 - b. Location of existing and proposed structures on the property;
 - c. Existing streets, easements or land restrictions on the property;
 - d. Proposed fencing or screening;
 - e. Off-street parking spaces, if required; and
 - f. On-site water source.

Sec. 2.06.09. Home occupations.

A. *Standards.* The following specific standards shall apply to all home occupations:

- (1) The home occupation shall involve no more than one employee on site at any one time, not including members of the family residing in the dwelling unit who may be engaged in the home occupation, provided that there is sufficient off-street parking on an "approved paved surface" as defined in section 10-69(a) of the Code of Ordinances.
- (2) The use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the residential use and shall under no circumstances change the residential character of the dwelling.
- (3) The floor area dedicated to the home occupation shall not exceed 25 percent of the floor area of the dwelling unit.
- (4) No building or yard space other than the principal building shall be used for home occupation purposes. There shall be no on-site, indoor or outside display or storage of materials or supplies.
- (5) There shall be no change in the outside appearance of the building or premises as a result of such occupation.
- (6) No signage of any kind may be displayed, with the exception of licensed real estate brokers who shall be permitted one sign, one square foot in size, to be placed at the home entrance.
- (7) No home occupation shall be conducted in any accessory building unless approved by a conditional use permit.
- (8) Advertisements for the business shall not state the residential address, only the phone number.
- (9) There shall be no use of utilities or community facilities beyond that normal to the use of the property for residential purposes.
- (10) No equipment shall be used in the home occupation which creates fire hazards, electrical interference, noise, vibration, glare, fumes, odors detectable to the normal senses outside the dwelling unit. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
- (11) No commodity shall be sold on the premises nor displayed or warehoused on the premises for sale elsewhere.
- (12) No commercial vehicle may be parked or stored on-site for use in conjunction with the home occupation.
- (13) The home occupation shall not generate pedestrian or vehicular traffic in greater volume than would normally be expected to the home.
- (14) The use can qualify for all local, state and federal licenses, certificates and permits.
- (15) Any violation of these regulations may result in the revocation of any home occupation business tax receipt, in addition to any other remedy for such violation provided in the city's Code.

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- (16) The issuance of a business tax receipt to engage in a home occupation in accordance with this ordinance shall not be deemed to be a change in zoning nor an official expression of opinion as to the proper zoning for the particular property.

Sec. 2.06.10. Adult businesses.

A. *Adult business premises regulations.*

- (1) All adult materials shall be located and the activities of employees which include the exposure of specified anatomical areas shall take place within the adult business premises.
- (2) No adult materials or activities of employees which include the exposure of specified anatomical areas shall be visible from the exterior of the adult business premises in any way including, but not limited to, exterior apertures such as opened doors and unobscured windows.
- (3) No merchandise, advertising or depictions of the activities of an adult business shall be displayed on the exterior of the adult business premises or in any location where they are visible from public right-of-way.
- (4) No adult business shall display a sign:
 - a. Advertising the presentation of any activity prohibited by Florida statute law or any applicable city ordinance; or
 - b. Capable of leading a reasonable person to believe that the establishment engages in an activity prohibited by Florida statute law or any applicable city ordinance.
- (5) Additional landscaping shall be provided adjacent to public right-of-way and adjacent to private property:
 - a. A landscaped strip at least five feet wide shall be provided along the boundary of adjacent public right-of-way between the right-of-way and all on-site parking areas and other vehicular use areas to consist of one tree for every 50 feet or portion thereof and a fence, wall or hedge not less than four feet in height at planting; and
 - b. An opaque fence, wall or hedge shall be provided along the boundary of adjacent private property of a height of not less than four feet nor more than eight feet at planting.

B. *Distance requirements.* The following distances shall be measured by straight line measurement without regard to intervening buildings from the nearest point of the building or unit within a building in which the proposed adult business is to be located to the nearest point of the lot, use, right-of-way line or district from which the proposed adult business is to be separated.

- (1) No adult business shall commence operation within 1,000 feet of the "R-1A," "R-1," "R-2," "R-3" and "RPUD" residential zoning districts, as well as any existing residential use regardless of the parcel's zoning designation.
- (2) No adult business shall commence operation within 1,000 feet of any other adult entertainment establishment.
- (3) No adult business shall commence operation within 1,000 feet of a church or school.

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- (4) No adult business shall commence operation within 250 feet from the nearest right-of-way line of State Road 5, commonly known as "U.S. 1." as laid out and in use on July 26, 1995. This requirement shall also include that portion of State Road 5 consisting of the Roosevelt Bridge and the approaches thereto.

C. *Prohibited activities.*

- (1) It shall be unlawful for an employee of an adult business to engage in specified sexual activities within the adult business premises in the presence of a patron or spectator of the business or for any form of compensation.
- (2) It shall be unlawful for an employee of an adult business to physically touch a patron or spectator of an adult business while simultaneously revealing specified anatomical areas.

D. *Amortization of non-conforming adult businesses.*

- (1) An adult business in violation of the location or distancing requirements of this ordinance at the time of its enactment on June 26, 1995, shall be deemed a nonconforming use which may remain in operation until January 1, 1998. No such nonconforming use shall continue to operate as an adult business after January 1, 1998, except in compliance with the requirements of this ordinance.
- (2) If any nonconforming adult business ceases to do business for a continuous period of six months, it shall be deemed abandoned and shall not thereafter reopen except in conformance with these regulations.

(Ord. No. 1420-95, 6-26-95)

Sec. 2.06.11. Telecommunication facilities.

- A. *Purpose.* The purpose and intent of this article is to provide a uniform and comprehensive set of standards for the development and installation of telecommunication towers, antenna support structures, antennas and related facilities. The regulations contained herein are designed to protect and promote public health, safety, community welfare and the aesthetic quality of the city, while at the same time not unduly restricting the development of needed telecommunication facilities or denying wireless communications suppliers access to the public switched telephone network (PSTN). This regulation encourages managed development of telecommunication infrastructure.
- B. *Submittal requirements.* In addition to the applicable site plan or PUD submittal requirements, applications for all towers shall include the following documentation:
 - 1) *Land used and existing towers.* Identification of all land uses within 1,000 feet and existing towers within one mile of the proposed tower site.
 - 2) *Proof of necessity.* No new telecommunication facility shall be permitted unless the applicant demonstrates that there is no existing tower or structure that can accommodate the applicant's proposed antenna and facilities. All evidence submitted by the applicant regarding necessity shall be signed and sealed by appropriate licensed professionals. The applicant shall demonstrate that there is no existing tower or structure that can accommodate the proposed antenna and facilities using the following criteria:

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- a. No existing towers or suitable alternative structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.
 - b. No existing towers or structures are of sufficient height to meet the applicant's engineering requirements.
 - c. No existing towers or structures have sufficient structural strength to support the applicant's antenna and related equipment.
 - d. Existing towers that may be geographically and structurally suitable for co-location cannot be used due to predictable electromagnetic interference between existing radiators and proposed co-locators. Proof of unsuitability by applicant shall be provided to the city.
 - e. The applicant is unable to make use of existing towers or structures because of excessive economic demands or other conditions of use that the applicant cannot meet. The estimated cost of the construction of a new tower shall be one criterion to determine whether the economic demand of the tower owner is excessive.
- 3) *Demonstration of intended service area.* The applicant shall demonstrate that the antenna or tower must be placed in the location proposed for the intended service area. The demonstrations shall be provided using relevant technological evidence. The demonstration shall include a drawing showing the boundaries of the intended service area around the proposed location and its relationship to the applicant's grid system. In relation to the intended service area, the applicant shall also demonstrate that the proposed antenna or tower is no higher than necessary to function satisfactorily and to accommodate the co-location requirement.
 - 4) *Authorization.* Telecommunication towers and STFs (stealth telecommunications facilities) shall comply with applicable Federal Aviation Administration and Federal Communications Commission regulations. Evidence of compliance must be submitted prior to issuance of building permits for construction. The Martin County airport manager shall be notified by the applicant of all applications within ten days of filing. All new telecommunication towers and STFs shall include an FAA study for the proposed site.
 - 5) *Certification.* All certifications required for the construction of telecommunication towers and STFs shall be sealed by a Florida registered engineer.
 - 6) *Design.* All telecommunication towers and STFs must be structurally certified to withstand a category four hurricane and ANSI/TIA 22 or the most recent wind loadings required by the State of Florida Building Code for the City of Stuart area, whichever is most restrictive. This documentation shall be submitted with the application.
- C. *Setbacks.* All telecommunication towers, STFs and accessory and support structures including guy anchors shall comply with the applicable zoning district setbacks. For guyed towers, applicants should submit certified break-apart area calculations in order for the property boundary setbacks of the tower to be determined. The break-apart calculations shall be verified by the city development director. If the applicant does not submit break-apart calculations, the minimum setbacks from all property lines shall be 110 percent of the height of the tower.

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- D. *Fencing.* A wall or fence no less than ten feet in height from finished grade shall be constructed around each telecommunication tower and around related support or guy anchors. Access to the tower shall be locked.
- E. *Warning signs.* Warning signs with six inch lettering shall be installed five feet above finished grade on the required fence. "NO TRESPASSING" warning signs shall be attached to the fence and be spaced no more than 40 feet apart. If voltage above 220 volts is necessary for the operation of the tower and is present at the base of the tower, signs located no more than 40 feet apart and attached to the fence shall indicate "DANGER HIGH VOLTAGE." In the event that warning signs intended to be attached to a fence would be obstructed by landscaping, then the applicant shall attach warning signs to free-standing poles that are properly spaced around the site so as to be clearly visible. FCC required signage shall be displayed and visible outside of the fencing.
- F. *Maintenance of facilities.* Telecommunication towers and STFs shall be maintained and inspected by the telecommunications provider once every five years, or within 90 days following a catastrophic act of nature or other emergency that may affect the structural integrity of the tower, to ensure the continuing structural integrity of the tower and accessory structures. If the report recommends that repairs are required, then a letter shall be submitted to the city to verify that such repairs have been completed along with the inspection records. The city may require repair or removal of the tower based on inspection records. The city shall have no responsibility regarding such repairs. The applicant shall be required to keep all inspection, maintenance, and similar records on file and shall make these records available to the city for review upon request.
- G. *Shared use.* To discourage the proliferation of telecommunication towers, and to promote shared use of facilities, all monopoles shall be designed to accommodate not less than one additional similar provider in addition to the applicant, and all other self-supporting type towers shall be designed to accommodate not less than two additional providers in addition to the applicant. Land space at the tower site shall also be adequate to accommodate these additional collocations. Placement of more than one tower on a land site may be permitted if all setbacks, design and landscape requirements are met for each facility. The applicant must demonstrate to the satisfaction of the city development director that no existing or planned tower can accommodate the applicant's requirements.
- H. *Dedication of tower use to the city.* The city may require, as a condition of approval, the dedication of space on a tower for communications equipment required for public safety. The need for such public use shall be indicated to the applicant prior to formal approval of an application. Space which has been dedicated to the city for public safety shall constitute one additional provider per shared use requirements of this Code. In the case of co-use with the city, the applicant shall certify that none of the proposed or future users of the tower shall interfere with its use by the city for public safety.
- I. *Landscape buffers.* In addition to landscaping requirements per chapter VI of this Code, landscape buffers shall be required around the perimeter fencing of the telecommunication tower and any accessory uses, including guy anchors. Landscape buffers shall be located outside and within ten feet of the required fence and shall include not less than one tree and suitable ground cover for every 20 linear feet of fence. In addition, a hedge shall be installed around the exterior perimeter of fences per the chapter VI of this Code.
- J. *Architectural design, colors and warning lights.* Except where superseded by the requirements of other governmental agencies possessing jurisdiction over telecommunications facilities,

telecommunications towers shall be gray galvanized steel. Warning lights for telecommunications towers and STFs shall be blinking red lights and not strobe lights unless otherwise required by applicable regulations.

- K. *Access.* A 12-foot-wide stabilized access driveway is acceptable to a telecommunication tower, unless the city development director determines, based on public safety concerns, that circumstances require paved access. The turn-around area shall be approved by the city engineer, police chief and fire chief.
- L. *Parking.* For new telecommunication towers exceeding 150 feet in height, a minimum of one on-site parking space shall be provided. The parking area shall be paved if the access road is paved. After evaluation of the proposed telecommunication tower and related facilities, staff may determine that additional spaces are required as a condition of approval.
- M. *Occupancy.* Telecommunication towers and accessory structures shall be unoccupied.
- N. *Accessory or principal use.* A tower may constitute an accessory use on a lot containing a separate principal use. If a tower constitutes a principal use, then it must be located on a property which meets the minimum lot size requirements of the district in which the tower is located and is large enough to accommodate the tower, accessory structures, landscaping, parking and other required improvements.
- O. *Signs and advertising.* The use of any portion of a tower for signs or advertising is prohibited.
- P. *Telecommunication tower distance requirements.* The following distances shall be measured by straight line measurement without regard to intervening buildings from the nearest point of the building or unit within a building in which the proposed telecommunications tower is to be located to the nearest point of the lot, use, right-of-way line or district from which the proposed telecommunications tower is to be separated.
 - (1) No telecommunications tower shall be constructed within 500 feet of the "R-1A," "R-1," "R-2," "R-3" and "RM" residential zoning districts within the city or within 500 feet of a residential area outside the city.
 - (2) No telecommunications tower shall be constructed within 500 feet of a school.
 - (3) No telecommunications tower shall be constructed within 100 feet from the nearest right-of-way line of State Road 5, commonly known as "U.S. 1." as laid out and in use on July 26, 1995. This requirement shall also include that portion of State Road 5 consisting of the Roosevelt Bridge and the approaches thereto.
- Q. *Fire protection.* Tower support buildings shall be built of non-combustible construction with built-in ventilation. A smoke detector shall be installed which upon activation will shunt trip the electrical power to the building. Except for emergency power operation, no combustible storage is permitted in tower support buildings. Prefabricated tower support buildings which comply with provisions of applicable NFPA standards shall be permitted.
- R. *Tower removal.* An unused tower shall be removed within three months of cessation of all telecommunications uses.
- S. *Tower replacement.*

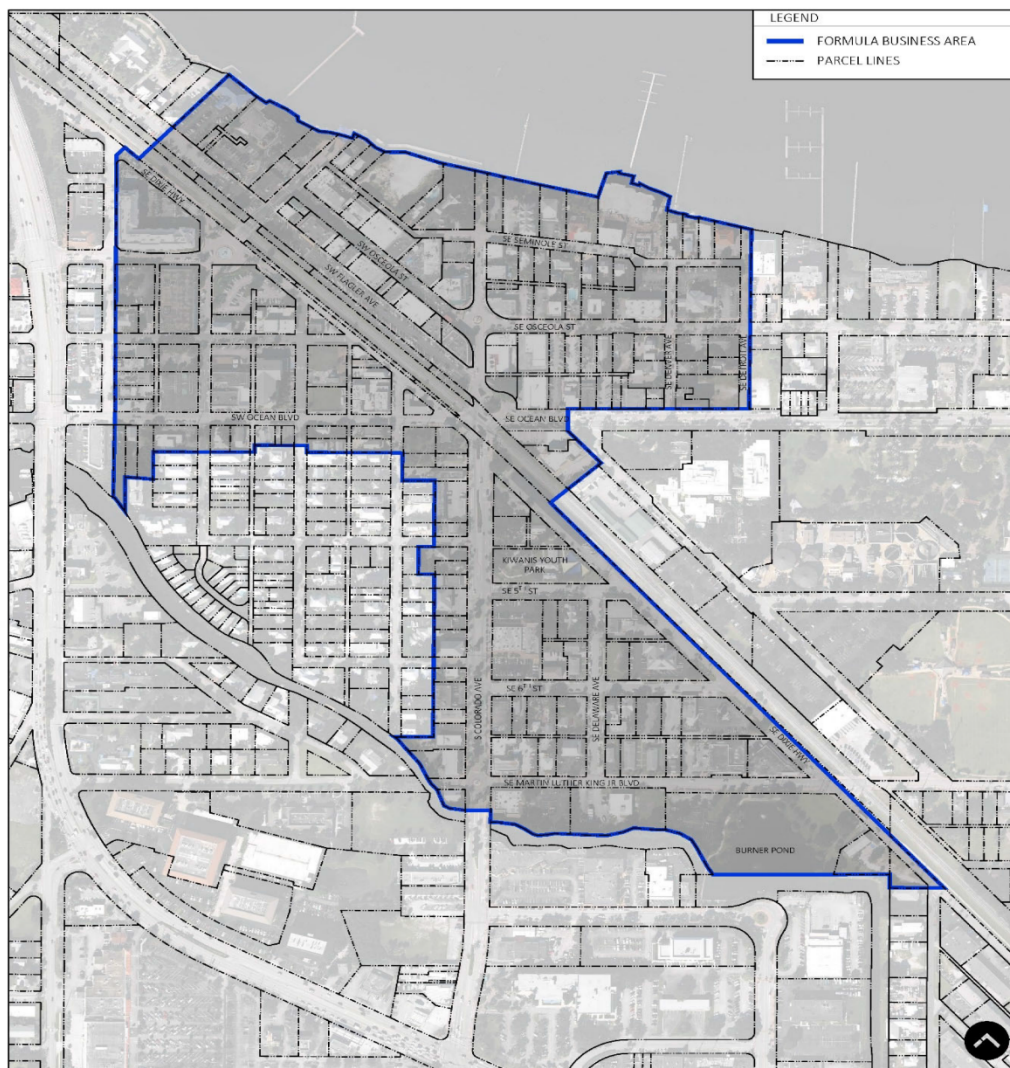
Existing non-conforming towers and STFs established prior to February 24, 1997 shall not be considered in conflict with this Code but shall be governed as follows:

1. Nothing in this Code shall prohibit routine maintenance on a nonconforming tower or STF or prohibit the placement of additional antennas (co-location) on a non-conforming tower.
 2. To promote shared use of towers, if an applicant can demonstrate that an existing telecommunications tower location which has been approved by the commission by resolution or conditional use is needed by an additional telecommunications provider, the existing telecommunications tower may be replaced with a tower not to exceed 120 percent of the height of the existing tower.
- T. *Temporary facilities.* Temporary facilities known as "cells on wheels" shall be allowed for periods up to 30 days during documented states of emergency as declared by the city manager, and for testing purposes as authorized by the FCC, and for special events subject to the review and approval of the airport manager and city development director. The development director has the authority to extend the period for one additional 30-day period. Extensions beyond 60 days may be granted by the city commission based upon proper justification and necessity. All locations for temporary facilities shall be governed by the requirements set forth in this section and subject to airport manager's acceptance for height limitations. Applications for temporary facilities shall be made on the same applicable form as regular towers, submitted to the city development director and accompanied by an application fee of \$500.00 payable to the city.

Sec. 2.06.12. Formula businesses.

- A. *Procedure.* Review of an application to locate a formula business within the formula business area described below shall follow the procedures set forth in section 3.01.06 for a major Urban Code conditional use.
- B. *Formula business area.* A formula business may be located in the area within the following boundaries only by major Urban Code conditional use. Commence at the northernmost point of Lot 10 Danforths Addition, thence along the St. Lucie River to Detroit Avenue, thence south along Detroit Avenue to East Ocean Boulevard, thence west along East Ocean Boulevard to the intersection with S.E. Flagler Street, thence south along S.E. Flagler Street to the easternmost point of Lot C of Lainhart and Potter addition and southwest across the F.E.C. Railroad right-of-way to S.E. Old Dixie Highway, thence southeast along S.E. Old Dixie Highway to Martin Luther King Jr. Boulevard, thence west along Martin Luther King Jr. Boulevard to the southerly extension of Camden Avenue, thence north along Camden Avenue to a point directly west of the northernmost point of lot 14, Block 15 Frazier Addition, thence west to the southerly extension of S.W. Albany Avenue, thence north along S.W. Albany Avenue to the F.E.C. Railroad right-of-way, thence across the F.E.C. Railroad right-of-way to the westernmost point of Lot 10 Danforths Addition, thence northeasterly along the west boundary of Lot 10 Danforths Addition to the point of beginning. The following graphic depicts this area.

EXHIBIT A: FORMULA BUSINESS AREA



FORMULA BUSINESS AREA

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- C. *Standards.* The following specific standards shall apply to formula businesses in the Urban Center, Urban Neighborhood, Urban General, Urban Waterfront sub-districts of the Urban District, and Creek North Zoning.
- (1) The proposed formula business will not alter the identity of the urban district in a way which detracts from its uniqueness or contributes to a nationwide trend of standardized downtown offerings.

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- (2) The proposed formula business will contribute to a diverse and appropriate blend of businesses in the urban district.
 - (3) The proposed formula business will complement those businesses already in the urban district and help promote and foster the local economic base as a whole.
 - (4) The proposed formula business will be compatible with existing surrounding uses.
 - (5) The proposed formula business has been designed and will be operated in a nonobtrusive manner to preserve the community's character and ambiance and the proposed intensity of uses on the site is appropriate given the uses permitted on the site and on adjoining sites.
 - (6) The proposed formula business meets all of the following fixed criteria:
 - a. The size of the business shall not exceed 1,500 square feet of gross floor area in the Old Downtown District.
 - b. The first floor street frontage of the business shall not exceed 35 feet in width in the Old Downtown District.
 - c. Architectural Style, design, exterior facade colors shall comply with the surrounding neighborhood and requirements of the Urban Code and Creek District Code.
 - d. Corporate structural elements and signage will be designed to be in harmony with architectural features and elements of the building and neighborhood as approved by the Development Director.
 - e. No drive thru windows shall be permitted.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- D. *Distance requirements.* A formula business shall not locate within 300 feet of an existing formula business establishment in the Old Downtown District.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- E. *Existing formula business.* A business may be a formula business that exists on the 14th day of February, 2005, the effective date of this ordinance. Any such business, and any business that becomes a formula business by virtue of the creation of six or more other such businesses, shall be deemed a legal nonconforming use of a building subject to the provisions of Sec. 8.03.00 of this Code.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 2.06.13. Dog-friendly restaurants.

- A. *Purpose.* The Dixie Cup Clary Local Control Act, F.S. § 509.233, grants the city the authority to provide exemptions from § 6-501.115, 2001 FDA Food Code, as adopted and incorporated by the division of hotels and restaurants in F.A.C. ch. 61C-4.010(6) (2006). The purpose of this section is to allow dogs in public food service establishments in a manner consistent with the three-year pilot program approved by state statute. The procedure adopted pursuant to this section provides an exemption, for those public food service establishments which have received a permit, to those sections of the Food and Drug Administration Food Code that prohibit live animals in public food service establishments.

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- B. No dog shall be in a public food service establishment unless allowed by state law and the public food service establishment has received and maintains an unexpired permit pursuant to this section allowing dogs in designated outdoor areas of the establishment.
- C. *Application requirements.* Public food service establishments must apply for and receive a permit from the city development department, before patrons' dogs are allowed on the premises. The city development director shall establish a reasonable fee to cover the cost of processing the initial application and renewals. The application for a permit shall require such information from the applicant as is deemed reasonably necessary to enforce the provisions of this section, but shall require, at a minimum, the following information:
- (1) Name, location, mailing address and division of hotels and restaurants-issued license number of the public food service establishment.
 - (2) Name, mailing address and telephone contact information of the permit applicant. The name, mailing address and telephone contact information of the owner of the public food service establishment shall be provided if the owner is not the permit applicant.
 - (3) A diagram and description of the outdoor area which is requested to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of the other outdoor dining areas no surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information as is deemed necessary by the city development director. The diagram shall be accurate and to scale but need not be prepared by a licensed design professional. A copy of the approved diagram shall be attached to the permit.
 - (4) A description of the days of the week and hours of operation those patrons' dogs will be permitted in the designated outdoor area.
 - (5) For permits authorizing "dog-friendly restaurants" within the outdoor areas of public food service establishments located on a city right-of-way, the city development director shall require the applicant to produce evidence of the following:
 - a. A valid unexpired revocable permit under section 70-91 et seq. of the City Code; and
 - b. A properly executed certificate of insurance on forms which are to be furnished by the city providing commercial general liability insurance in the amount of \$500,000.00 per occurrence, and \$1,000,000.00 aggregate. The policy shall not have exclusions for animals and animal bites. All insurance shall be from companies duly authorized to do business in the State of Florida. All liability policies shall provide that the city is an additional insured as to the operation of the sidewalk cafe and shall provide for the severability of interest. Thirty days' written notice must be given the city of any cancellation or reduction in the policy coverage.
- D. *Regulations.* Public food service establishments that receive a permit for a designated outdoor area pursuant to this section shall require that:
- (1) Employees shall wash or otherwise sanitize their hands promptly after touching, petting or otherwise handling any dog(s) and shall wash their hands before entering other parts of the public food service establishment from the designated outdoor area.

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- (2) Employees are prohibited from touching, petting or otherwise handling any dog while serving or carrying food or beverages or while handling or carrying tableware.
 - (3) Patrons in a designated outdoor area shall be advised by appropriate signage, at conspicuous locations, that they should sanitize their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
 - (4) Patrons shall not leave their dogs unattended for any period of time. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.
 - (5) Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products or any other items involved with food service operations. Patrons shall be advised of this requirement by appropriate signage at conspicuous locations.
 - (6) Employees and patrons shall not allow any part of a dog to be on chairs, tables or other furnishings.
 - (7) Employees shall clean and sanitize all table and chair surfaces with an approved product between seating of patrons.
 - (8) Employees shall remove all dropped food and spilled drink from the floor or ground as soon as possible, but in no event less frequently than between seating of patrons at the nearest table.
 - (9) Employees and patrons shall remove all dog waste immediately and the floor or ground shall be immediately cleaned and sanitized with an approved product. The public food service establishment shall keep a kit with the appropriate materials for this purpose near the designated outdoor area. Dog waste shall not be carried in or through indoor portions of the public food establishment.
 - (10) Employees and patrons shall not permit dogs to be in or to travel through, indoor or non-designated outdoor portions of the public food service establishment.
 - (11) A sign or signs notifying the public that the designated outdoor area is available for the use of patrons and patrons' dogs shall be posted in a conspicuous manner and place, as determined by the city development director that places the public on notice.
 - (12) A sign or signs informing patrons of these laws shall be posted on premises in a conspicuous manner and place as determined by the city development director.
 - (13) A sign or signs informing employees of these laws shall be posted on the premises in a conspicuous manner and place as determined by the city development director.
 - (14) Ingress and egress to the designated outdoor area shall not require entrance into or passage through any indoor area or non-designated outdoor portions of the public food service establishment.
 - (15) The public food service establishment and designated outdoor area shall comply with all permit conditions and the approved diagram.
 - (16) Employees and patrons shall not allow any dog to be in the designated outdoor area of the public food service establishment if the public food service establishment is in violation of any of the requirements of this section.
 - (17) Permits shall be conspicuously displayed in the designated outdoor area.

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- (18) It shall be unlawful to fail to comply with any of the requirements of this section. Each instance of a dog on the premises of a public food service establishment without a permit is a separate violation.

E. *Expiration and revocation.*

- (1) A permit issued pursuant to this section shall expire automatically upon the sale of the public food service establishment and cannot be transferred to a subsequent owner. The subsequent owner may apply for a revocable permit pursuant to this section if the subsequent owner wishes to continue to allow patrons' dogs in a designated outdoor area of the public food service establishment.
- (2) Permits are renewed and inspected annually by the development department. In the event the permittee does not pay the renewal fee, the permit is revoked.
- (3) A revocable permit may be revoked by the city development director if, after notice and reasonable time in which the grounds for revocation may be corrected, the public food service establishment fails to comply with any condition of approval, fails to comply with the approved diagram, fails to maintain any required state or local license or is found to be in violation of any provision of this section. If the grounds for revocation is a failure to maintain any required state or local license, the revocation may take effect immediately upon giving notice of revocation to the permit holder.
- (4) If a public food service establishment's permit is revoked, no new revocable permit may be approved for the establishment until the expiration of 180 days following the date of revocation.

F. *Complaints and reporting.*

- (1) Complaints may be made in writing to the city development director, who shall timely accept, document, and respond to all complaints. The city development director shall timely report to the division of hotels and restaurants all complaints and the response to such complaints.
- (2) The city development director shall provide the division of hotels and restaurants with a copy of all approved applications and permits issued.
- (3) All applications, permits and other related materials shall contain the division of hotels and restaurants-issued license number for the public food service establishment.

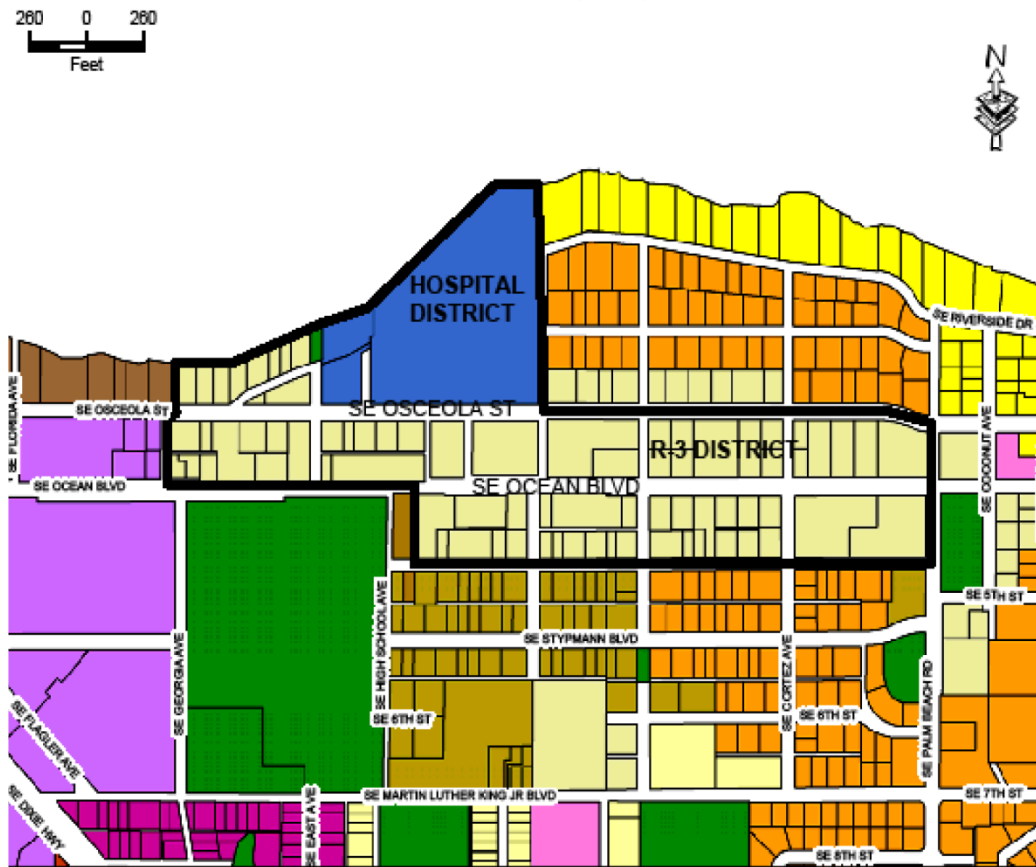
Sec. 2.06.14. Pain management clinics.

- A. *Definitions.* The following terms, as used in this Code, "approved pain specialist," "pain management clinic or clinic," and "pharmacy" are found in chapter XII, Definitions, of this Code.

B. *General requirements; conditional use.*

1. Each pain management clinic shall at all times, be in compliance with each and every provision of this section, as well as all applicable federal laws, state laws, administrative rules, and city codes. It is the intention of this section to insure compliance with all provisions of Laws of Fla. ch. 2010-211, as incorporated in the Florida Statutes, and F.A.C. 64B8-9.0131 (medical doctors) or F.A.C. 64B15-14.005 and F.A.C. 64B15-14.009 (osteopathic physicians), all as amended from time to time, and to provide additional city regulations not covered or regulated thereby; and

2. A pain management clinic, as defined herein, shall be permitted only as a conditional use, as provided in section 11.01.10, Stuart Land Development Code (LDC), and must be operated by an approved pain specialist, or as a Florida Agency for Health Care Administration (ACHA) licensed operation, under F.S. ch. 400, part X, and as otherwise required by Florida law; and
 3. In the event the owner or operator of a state licensed or designated pain management clinic has such license or designation revoked by the Florida Board of Medicine, the Florida Board of Osteopathic Medicine or by ACHA, any conditional use approval granted hereunder shall simultaneously be revoked, and shall thereafter be null and void.
- C. *Location.* On or after September 13, 2010, any new pain management clinics shall only be located in the following zoning districts, subject to the other requirements of this section:
1. In the "H" Hospital zoning district, and in those portions of the "R-3" (multi-family) residential zoning district, which allow for professional office use, and which are shown on the boundary map below:



2. In the "CPUD" commercial planned unit development districts. Pain management clinics shall only be permitted in CPUD locations where the predominate use within the CPUD is office or professional office. Any existing CPUD shall qualify for a new or expanded pain management clinic use, by obtaining a major PUD amendment, and demonstrating strict compliance with all of criteria contained in this section.

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3. *Pain management clinics, regardless of location, which exist on September 13, 2010, shall be deemed a lawful use, and not subject to the provisions of section 8.03.00, LDC, regarding non-conforming uses.*
- D. *Distance requirements.* The following distances shall be measured by straight line measurement without regard to intervening buildings from the nearest point of the building or unit within a building in which the proposed clinic is to be located to the nearest point of the lot, use, right-of-way line or district from which the proposed clinic is to be separated.
1. No pain management clinic shall commence operation within 300 feet of any other pain management clinic.
 2. No pain management clinic shall be co-located in the same office or building with a pharmacy, unless such pharmacy shall have pre-dated the pain management clinic by at least one year.
 3. No pain management clinic shall commence operation within 200 feet of a pharmacy, unless such pharmacy shall have pre-dated the pain management clinic by at least one year.
 4. Regardless of the other provisions of subsection C, above, no pain management clinic shall commence operation within 250 feet from the nearest right-of-way line of State Road 5, commonly known as "U.S. Highway 1" as laid out and in use on July 26, 1995. This requirement shall also include that portion of State Road 5 consisting of the Roosevelt Bridge and the approaches thereto.
- E. *Other regulations.*
1. It shall be unlawful for any clinic to be open for operation between the hours of 6:00 p.m. and 7:00 a.m.
 2. It shall be unlawful for a clinic owner or operator to direct or encourage any patient or business invitee to stand, sit, or gather outside of the building in which the clinic operates, on the adjoining sidewalk or in the area(s) designated for parking, in such manner as to restrict or interfere with the lawful entry into or out of such clinic or other uses co-located within a building. This prohibition includes sitting in or on a vehicle. The clinic owner(s) and operator(s) shall be responsible to actively monitor and apply this regulation. Clinics shall provide sufficient inside seating to insure and provide adequate seating for all patients or business invitees, and those who accompany such persons.
 3. The number of parking spaces required for pain management clinics shall be the same as for those required of medical offices, but may be subject to a parking analysis study as provided in section 6.01.17, LDC, when the development director has reasonable doubt as to the safety, sufficiency or configuration of available vehicle parking.
- F. *Signage.*
1. Approved signage for a pain management clinic shall not include any word(s) or phrase(s) which offers or suggests goods, drugs, prescriptions or services in violation of any applicable state law or which otherwise violates state law, including without limitation, the provisions of F.S. § 456.037 (active license required), F.S. § 456.057 (patient records requirements), F.S. § 458.3265 (pain management clinic registration - MD), F.S. § 458.327 (medical practice violations and penalties), F.S. § 458.331 (medical disciplinary actions), F.S. § 459.0137 (pain management clinic registration - DO), F.S. § 459.013 (osteopathic practice violations and penalties), F.S. §

459.015 (osteopath disciplinary actions), F.S. § 465.0276 (dispensing practitioners) or F.S. § 893.055 (drug monitoring program), as currently written or amended.

2. Signage for a pain management clinic shall not contain any word or phrase that uses the word "pain," unless the clinic is operated by an approved pain specialist or as an AHCA licensed operation (F.S. ch. 400, part X). No off-premise signage, including billboards wherever located, shall be permitted for the advertisement of pain management clinics.
 3. Signage for a pain management clinic must contain the correct name of the physician or physicians designated by the clinic pursuant to F.S. § 458.3265(1), as amended from time to time, and such signage shall be kept current at all times with the correct name of the practice, the correct name of the physician(s) designated, and other relevant information.
 4. Nothing contained in this section shall be interpreted to restrict the use of the word "pain" in advertising by Florida licensed chiropractors, physical therapists, nurse practitioners, naturapaths, acupuncturists, massage therapists, dentists, oral surgeons, or similar treating or dispensing professionals not licensed under F.S. ch. 458 or 459.
- G. *Landlord responsibilities.* Owners or landlords who lease space to a pain management clinic must expressly incorporate the provisions of this section 2.06.16 into their lease(s) with the clinic. Any such lease, whether oral or written, must provide that a violation of any federal or state law or municipal ordinance regulating or affecting pain management clinics shall be a material breach of the lease and shall constitute grounds for termination and eviction by the owner or landlord.

Sec. 2.06.15. Minimum single-family and duplex residential design standards for new construction.

These design standards shall apply to all new single-family and duplex residential development. Mobile homes, properties within the Urban Code District, additions and restoration development are excluded from these provisions.

- A. *Purpose.* The purpose and intent of this article is to provide minimum design standards for single-family and duplex residential development, which shall apply to all new single-family detached structures and duplexes.
- B. New single-family and duplex residential development shall meet the following minimum design standards:
 - (1) Driveways and walkways shall consist of concrete, brick or concrete pavers, asphalt, stamped pattern concrete systems, rock salt textured concrete with integral color, grass block, or other similar material approved by the city development director.
 - (2) Yards shall be sodded or otherwise landscaped in accordance with section 6.04.08.A.
 - ~~(3) Roofs shall have a minimum pitch of 3:12, provided a flat roof may be permitted if designed by a Florida-licensed architect and upon clear demonstration that the flat roof's design is an integral part of the building's overall architectural character.~~
 - ~~(4) Roof overhangs shall be a minimum of eight inches on the rake and 16 inches on the eaves.~~
 - (5) Foundations shall consist of slab on grade, stem wall, poured concrete piers or pilings and shall be the sole means by which load and uplift standards are met. Dry stack foundations and cable tie down systems are not permitted.

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- (6) For the purpose of minimizing storm water impacts, the finished floor elevations of surrounding properties shall be taken into consideration in establishing the finished floor elevation of the new structure. Fill may be placed on site to the level of natural grade, maintaining the overall drainage of the neighborhood. If new construction has a floor level higher than natural grade, the foundation is to provide for the rise in floor level, rather than mounding fill to building perimeter. Minor grading directing water away from house to natural established drainage is allowed.
 - (7) Exterior equipment, including, but not limited to, air conditioning equipment, heat pumps, generators and pool equipment, shall be shielded from view.
 - (8) Main entries shall be prominent and orientated to the street unless another pattern is well established in the surrounding neighborhood. ~~Variation from this standard may be permitted if the home is designed by a Florida licensed architect and upon clear demonstration that the variation in design is an integral part of the building's overall architectural character.~~
 - ~~(9) Additionally, at a minimum, three of the following eight building characteristics must be provided:~~
 - ~~a. Ornamental and structural details which are integrated into the building's structure and overall design.~~
 - ~~b. A front porch, minimum six feet deep and eight feet wide.~~
 - ~~c. Window shutters, decorative or real, at the same height as the window.~~
 - ~~d. A minimum of two different roof bearing heights on primary buildings or porches.~~
 - ~~e. A minimum of two different wall planes on the front elevation separated by a minimum of 18 inches.~~
 - ~~f. Trim color accenting the main wall color.~~
 - ~~g. Contrasting materials on front elevation for architectural effect.~~
 - ~~h. Arbors, pergolas or lattice screens attached to building for architectural effect.~~

Sec. 2.06.16. Shooting ranges, indoor.

- A. All firing shall take place within a completely enclosed building.
- B. No shooting range shall be located within 50 feet of a residential district.
- C. Applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

Sec. 2.06.17. Supplemental parking standards for live aboard vessels.

- A. Any property owner or business entity seeking a utility services agreement from the city for the purpose of obtaining or amending a marine-related environmental permit or submerged land lease from any state agency shall provide and maintain one parking space for each parking intensive vessel slip, as defined herein, the number and location of which shall be identified and agreed to in the

utilities services agreement. The number of parking spaces required for each non-parking intensive vessel slip shall comply with the off-street parking standards set forth in chapter 6 of this Code. A conditional use to the parking intensive vessel slip standard referenced above may be granted as set forth in this Code.

- B. Notwithstanding any provision in this Code to the contrary, including sections 8.03.00—8.03.02 "Non-conforming uses," for existing, legal non-conforming marinas, which already have a utility services agreement with the city, the supplemental parking standard for parking intensive vessel slips, shall only apply to parking intensive vessel slips created after the adoption date of this provision.

Sec. 2.06.18. Kennels, veterinarians or similar facilities.

- A. Outdoor exercise areas accessory to kennels, veterinarians or similar facilities shall be screened with an opaque six-foot high fence or wall and shall only be utilized between the hours of 6:00 a.m. to 8:00 p.m.

Sec. 2.06.19. Rooftop dining.

- A. *Definitions.* The term "rooftop dining" is found in chapter XII of this Code.
- B. *Procedure and locations.* Rooftop dining shall be permitted in the B-1 and B-2 zoning districts by major conditional use approval; in the urban district by a major urban code conditional use approval; in East Stuart by an East Stuart district major conditional use approval, or in commercial planned unit development (CPUD), urban planned unit development (UPUD), or mixed use planned unit development (MXPUD). Any existing CPUD, UPUD, or MXPUD may qualify for a rooftop dining area by obtaining a major PUD amendment.
- C. *Standards.* Rooftop dining areas shall be subject to the following conditions:
- a. The rooftop dining area shall be associated with an establishment doing business within the principal building. The floor immediately below the rooftop area must be occupied by a nonresidential use.
 - b. The preferred main access to the rooftop shall be from the interior space of the business within the principal building, provided an exterior access may be permitted upon demonstration of a de minimum impact on surrounding properties.
 - c. Use of the rooftop shall not exceed the hours of operation for the principal use, but in no event shall the rooftop be open and occupied later than 10:00 p.m.
 - d. No live entertainment, music, speakers, television, or public address system shall be permitted on the rooftop. The windows and doors to areas where such noise originates shall be closed (except when being used as permitted means of egress), or such areas must be sound-proofed so as to prevent sound from being heard at the street level of the building.
 - e. Service areas, preparation stations and similar facilities shall be ancillary in nature, as determined by the city commission, and shall service the rooftop dining area only.

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- f. All lights associated with the rooftop dining area shall be designed to effectively eliminate glare and not be directed towards property lines. All lighting associated with rooftop dining areas shall be turned off when the area is not in use.
 - g. Walls or railings shall comply with the applicable Florida Building Code requirements.
 - h. All applications for rooftop dining shall be accompanied by an engineer's or architect's certification that the proposed use is compliant with all applicable codes, including ADA, building code and life safety code standards, and that the subject building is structurally capable of supporting the additional loads.
 - i. Seats associated with rooftop dining areas shall not be creditable towards obtaining a 4COP-SRX license; and the square footage of rooftop dining area will not be subject to the 30 percent gross floor area limitation in the old downtown section as regulated by section 4-3 of the Stuart Code of Ordinances.
 - j. The number of rooftop seats permitted in the old downtown district shall be capped at 24 per establishment unless a supplemental parking arrangement is proposed by the applicant and accepted by the city commission.
 - k. To prevent litter and the possibility of intrusion by rodents, birds or other pests, rooftop dining areas shall at all times, when the area is not in use, be kept free of trash, debris and food waste.

D. *Expiration and revocation.*

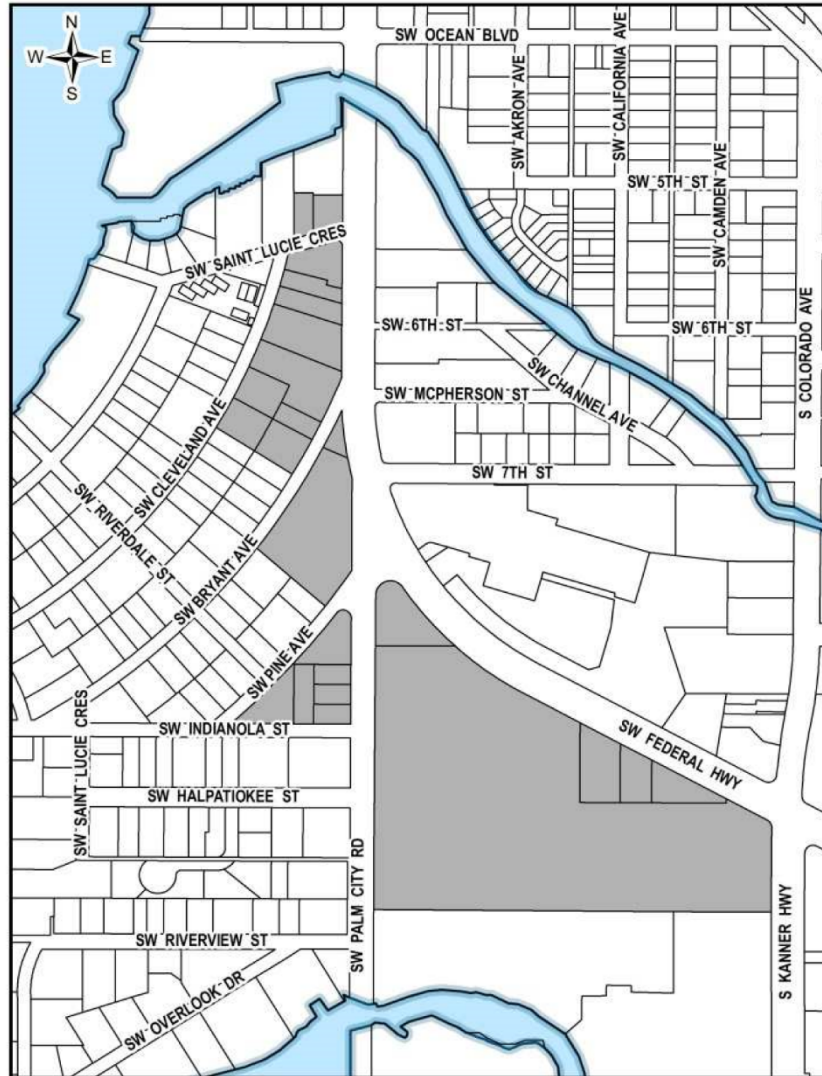
- a. Approval for a rooftop dining area shall expire automatically upon the sale of the establishment and cannot be transferred to a subsequent owner. The subsequent owner may apply for a new conditional use permit.

(Ord. No. 2401-2019, § 1, 4-8-19)

Sec. 2.06.20. Conditional use approval required for the location of any gasoline or other motor fuel stations on certain properties fronting U.S. Highway 1 and Palm City Road.

Effective June 8, 2015, approval of any gasoline or other motor fuel stations, as defined by this Code, on certain commercially zoned properties fronting the west side of U.S. Highway 1 and a portion of Palm City Road, located approximately between State Road-76 and Frasier Creek and identified by the Exhibit 1A below, shall require "major conditional use approval application" as set forth in chapter 11, section 11.01.01 of this Code.

Exhibit 1A (shaded parcels are subject to this section)



Sec. 2.06.21. Conditional use approval required for fuel production facilities.

Effective July 20, 2015, approval of any fuel production facility shall require a "major conditional use approval application" as set forth in chapter 11, section 11.01.01 of this Code. For the purposes of this section, a fuel production facility shall mean any establishment engaged in the manufacturing, processing, distilling, refining, transporting, or distributing of petrochemicals, ethanol or biodiesel fuels, or any liquid or gaseous hydrocarbon products, including the conversion of products to fuel, and including the storage of any materials associated therewith. Fuel production facilities shall be limited to industrial or IPUD zoning districts. This definition shall not include gasoline or other motor fuel stations, nor shall it apply to research and development activities involving incidental volumes of materials, as determined by the city development director, which are stored in accordance with all applicable laws and regulations.

Sec. 2.06.22. EV charging infrastructure.

A. Definitions:

Electric Vehicle (EV) means a vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and which produces zero tailpipe emissions or pollution when stationary or operating.

Electric Vehicle Charging Station (EVCS) means a parking space that is equipped to allow an EV to ~~re-~~charge.

Electric Vehicle Charging Infrastructure (EVCI) means equipment provided to support future electric vehicle charging. This shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder/branch circuits, and the installation of raceways, both underground and surface-mounted, to support the electrical vehicle supply equipment.

Electric Vehicle Charging Rate (EVCR) means the rate at which an electric vehicle is charged:

1. Level-1 is considered slow charging. Voltage up to 120v.
2. Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v.
3. Level-3 is considered fast or rapid charging. Voltage is greater than 240v.

~~B. EV Charging Station (EVCS) requirement: All new commercial development of gross floorspace greater than 5,000 square feet and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s).~~

- ~~1. A minimum of two or ten percent, whichever is the greater, of the required non-EV parking spaces (excluding required ADA spaces) shall be EVCI equipped spaces.~~
- ~~2. A minimum of two or ten percent, whichever is the greater, of required EVCI equipped spaces shall be provided at a level 2 EVCR.~~
- ~~3. At minimum one required EVCI equipped space shall be ADA accessible and shall be installed and marked in compliance with the current version of the City of Stuart Guide for Accessible Electric Vehicle Charging Station (EVCS).~~

C. *Standards:* The EVCI shall be installed per the requirements of the current edition of the National Electrical Code.

1. The EVCI shall include a raceway, which is continuous from the branch circuit/feeder panel location to the future EV parking space.
2. The raceway shall be sized and installed per the National Electrical Code; however, in no case shall the EVCI raceway be less than one inch in size. The EVCI raceway shall include a pull rope or line installed for future conductor installation, with the raceway sealed and labeled for future use.
3. The electrical equipment room must have a dedicated space for the future installation of EVCI. This space shall be identified on all construction documents submitted for review, and the dedicated space shall not allow for violation of the National Electrical Code prescriptive requirements regulating working space clearances around equipment, or violation of the National Electrical Code prescriptive requirements governing the entrance to and egress from electrical equipment working space.

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4. During the construction of the electrical equipment room, all raceways installed for the EVCI shall terminate at the EV parking space.
 5. Prior to the final electrical inspection approval, the space dedicated within the electrical equipment room for the future EVCI installation shall have the wall stenciled or marked legibly with the following text: "FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT AND PANELS."
 6. The proposed placement and installation of EVCI or equipment shall not allow for any violation of the Americans with Disabilities Act of 1990.
 7. The placement of EVCI shall not create a trip hazard or violation of the accessible path of travel when the cord is connected to an EV.

(Ord. No. 2448-200, § 1, 8-24-20)

Editor's note(s)—Ord. No. 2448-2020, § 1, adopted Aug. 24, 2020, repealed the former § 2.06.22 and enacted a new § 2.06.22 as set out herein. The former § 2.06.22 pertained to twelve-month moratorium on the placement of wireless communication facilities within public rights-of-way and derived from Ord. No. 2335-2016, § 1, adopted Nov. 28, 2016.

Sec. 2.06.23. Reserved-Nonsecure residential drug and alcohol rehabilitation and treatment facilities.

1. The facility shall have a minimum lot size of 15,000 square feet.
2. Such facility shall at no time exceed 75 persons receiving inpatient treatment.
3. Such facility shall be constructed and operated in compliance F.S. chapter 397, and chapter 10E-16, Florida Administrative Code, as may be amended. City of Stuart shall receive copies of all licenses for the facility.
4. Such facility shall not be located within on-half mile of another such facility.

Sec. 2.06.24. Reserved.

Editor's note(s)—Ord. No. 2448-2020, § 1, adopted Aug. 24, 2020, repealed § 2.06.23, which pertained to twelve-month moratorium on uses allowed in each zoning district specifically regarding medical marijuana treatment centers, their consideration of use, desirable locations, and other development regulations and derived from Ord. No. 2338-2016, § 1, adopted Feb. 27, 2017.

2.07.00. DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

- A. *Purpose.* The purpose of this section 2.07.00 is to provide an alternative means of residential, commercial, public service and industrial land development and an alternative zoning procedure that may be used to establish residential, commercial, public service and industrial planned unit development zoning districts at appropriate locations and in accordance with the planning and development objectives of the city.

A planned unit development (PUD) established according to the provisions of this section may depart from the strict application of use, setback, parking requirements, and other requirements of standard zoning districts. A PUD shall be consistent with the overall planning and development goals and objectives of the city as reflected by the City of Stuart Comprehensive Plan. A primary purpose of this section is to provide a set of zoning requirements as a starting point from which such flexibility may be accomplished while maintaining and protecting the public health, safety and welfare of the citizens.

A second purpose of this section is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PUD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development and the protection of adjacent existing and future development. Therefore, the PUD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts.

To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

- B. *PUD defined.* A PUD may be an residential planned unit development (RPUD), an commercial planned unit development (CPUD), an mixed-use planned unit development (MXPUD), an industrial planned unit development (IPUD), an urban planned unit development (UPUD), or an public service planned unit development (PSPUD). A PUD shall consist of land under unified control which may be planned and developed as a whole as a single development operation or as an approved programmed series of development operations by multiple developers. A typical PUD will include principal and accessory uses and structures substantially related to the character of the development itself and to the surrounding area of which it is a part.

As used above, "unified control" means that all land to be included within a PUD shall be owned or otherwise under the legal control of the person or legal entity which has applied for PUD district zoning. Such person or entity shall be legally capable of providing a commitment to the city that the PUD development will comply with all PUD documents, plans, standards and conditions ultimately approved by the city.

A PUD district shall consist of the approved PUD classification and the regulations thereof set forth in this section 2.07.00, and as well as any other documents specifically included within the PUD ordinance adopted by the city commission. The ordinance approving a PUD shall be deemed a zoning ordinance. The provisions of the PUD zoning ordinance shall replace all conflicting development regulations set forth in this Code which would otherwise apply to the development site. The PUD ordinance shall be recorded in the public records of Martin County. The PUD applicant shall also execute a PUD agreement that incorporates the terms and conditions that are set forth in the PUD ordinance.

The applicant may proceed with development only after a plat, if required by the city commission, is recorded in the Martin County public records and after certification by the city development director that the construction plans and other required documents substantially conform to all documents approved as part of the PUD ordinance. The applicant must produce evidence that would bind his successors in title to any commitments made upon approval of PUD.

- C. *PUD district to be shown on official zoning map of the city.* The boundaries of land zoned PUD by ordinance of the city commission shall be indicated as such on the official zoning map of the city.
- D. *Residential planned unit development districts.*
1. *Location.* An RPUD may be located anywhere in the city in any area defined and described as "low density residential," "multi-family residential," "office/residential," "institutional," "downtown redevelopment," "neighborhood/special district," "East Stuart," or "marine/industrial" by the future land use element of the City of Stuart's comprehensive plan.
 2. *Uses.* The buildings, structures, land and water within an RPUD may be used for any of the following uses:
 - a. A combination of uses permitted in the zoning classifications of R-1A, R-1, R-2 and R-3 districts.

- b. Residential uses not specifically permitted in the R-1A, R-1, R-2 or R-3 districts but which are of a like nature and quality to those uses permitted in said districts as determined by the city commission.
 - c. Commercial uses which are compatible with the residential uses permitted in the RPUD district provided the commercial uses shall not comprise more than 30 percent of the total development site and shall be buffered from the residential uses by site design and landscaping.
 - d. A vertical as well as horizontal combination of residential and commercial uses which are mutually compatible as determined by the city commission provided the commercial uses shall not comprise more than 30 percent of the total development gross square footage
3. *Density.* The gross residential density for an RPUD shall not exceed the maximum permitted as prescribed by policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities:
4. *General.* The following general requirements shall apply to an RPUD district:
- a. RPUD standards regarding circulation, parking, utilities, drainage, open space, density, and other standards shall apply as described in this Code except as modified by the city commission as reflected by the adopted RPUD ordinance.
 - b. *Open space.* Not less than 30 percent of the RPUD shall be open space as defined herein. Required open space may include native vegetation areas and landscape buffers between the site and adjacent property; however, other required landscaping shall not count towards the open space requirement. In the event that less than 25 percent of the RPUD is comprised of native vegetation area, then all existing native vegetation area shall be maintained as part of the required open space.
 - c. *Maximum building area.* Building coverage shall not exceed the maximum floor area ratio (FAR) as defined in the comprehensive plan and section 2.03.00, table 4 - intensity of development: lot area and floor area ratio (FAR).
 - d. *Native vegetation.* Excluding wetlands defined by the SFWMD, not less than 25 percent of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping such as parking area interior landscaping shall not count towards the native vegetation requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of existing vegetation.
- E. *Commercial planned unit development (CPUD) districts.*
- 1. *Location.* A CPUD may be located anywhere in the city in any area defined and described "multi-family residential," "office/residential," "commercial," "industrial," "public," "downtown redevelopment," "neighborhood/special district," "East Stuart," or "marine/industrial" by the Future Land Use Element of the City of Stuart's Comprehensive Plan, and which is of suitable character and compatible with surrounding uses as determined by the city commission.
 - 2. *Uses permitted in a CPUD district.* The buildings, structures, land or water within a CPUD district may be used only for the following purposes:
 - a. Any and all uses set forth in the present zoning classifications of R-1A, R-1, R-2, R-3, B-1, B-2, B-3 and B-4 inclusive, providing such uses are compatible with uses on adjacent property as determined by the city commission.

- b. Residential uses which are designed to be compatible with the adjacent commercial uses. The residential uses shall not comprise more than 30 percent of the development site excluding the open space, natural vegetation area and wetlands.
 - c. Commercial residential uses such as apartments, hotels and resorts provided said uses do not comprise more than 30 percent of the development site excluding the open space, natural vegetation area and wetlands.
 - d. Commercial uses not specifically set forth in any of the standard zoning categories, but which are compatible and of like nature and quality to those commercial uses allowed on B-1, B-2, B-3 or R-3 zoning classifications as determined by the city commission.
3. *Commercial PUD standards.* The following standards shall apply to a CPUD district:
- a. CPUD standards regarding circulation, parking, utilities, drainage, open space and other standards shall apply as described in this Code except as modified by the city commission as part of the CPUD ordinance.
 - b. Open space. Not less than 25 percent of the CPUD shall be open space as defined herein. Required open space may include native vegetation areas and landscape buffers between the site and adjacent property; however, other required landscaping such as parking area interior landscaping shall not count towards the open space requirement. In the event that less than 25 percent of the CPUD is comprised of native vegetation area, then all existing native vegetation area shall be maintained as part of the required open space.
 - c. Native vegetation. Excluding wetlands defined by the South Florida Water Management District, not less than 25 percent of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of existing vegetation.

F. *Public service planned unit development (PSPUD) districts.*

- 1. *Location.* A PSPUD may be located anywhere in the city in any area defined and described "public," "recreation," "downtown redevelopment," "neighborhood/special district," "East Stuart," "conservation," or "marine/industrial" by the Future Land Use Element of the City of Stuart's comprehensive plan and which is of suitable character and compatible with surrounding uses as determined by the city commission.
- 2. *Uses permitted in a PSPUD district.* The buildings, structures, land or water within a PSPUD district may be used only for the uses permitted by right in the public service district.
- 3. *Public service PUD standards.* The following standards shall apply to a PSPUD district:
 - a. PSPUD standards regarding circulation, parking, utilities, drainage, open space and other standards shall apply as described in this Code except as modified by the city commission as part of the PSPUD Ordinance.

- b. Open space. Not less than 25 percent of the PSPUD shall be open space as defined herein. Required open space may include native vegetation areas and landscape buffers between the site and adjacent property; however, other required landscaping such as parking area interior landscaping shall not count towards the open space requirement. In the event that less than 25 percent of the PSPUD is comprised of native vegetation area, then all existing native vegetation area shall be maintained as part of the required open space.
 - c. Native vegetation. Excluding wetlands defined by the South Florida Water Management District, not less than 25 percent of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of the existing vegetation.
- G. *Industrial planned unit (IPUD) development.*
- 1. *Location.* A IPUD may be located anywhere in the city where the area is defined and described "industrial" or "marine/industrial" by the future land use element of the City of Stuart's comprehensive plan and which is of suitable character and compatible with surrounding uses as determined by the city commission.
 - 2. *Uses permitted in an IPUD district.* The buildings, structures, land and water within a IPUD district may incorporate only those uses identified in the industrial zoning district.
 - 3. *Industrial PUD standards.* The following standards shall apply to a IPUD district:
 - a. *IPUD standards.* IPUD standards regarding circulation, parking, utilities, drainage, open space and other standards shall apply as described in this Code except as modified by the city commission as part of the IPUD ordinance.
 - b. *Open space.* Not less than 25 percent of the IPUD shall be open space as defined herein. Required open space may include native vegetation areas and landscape buffers between the site and adjacent property; however, other required landscaping such as parking area interior landscaping shall not count towards the open space requirement. In the event that less than 25 percent of the IPUD is comprised of native vegetation area, then all existing native vegetation area shall be maintained as part of the required open space.
 - c. *Native vegetation.* Excluding wetlands defined by the South Florida Water Management District, not less than 25 percent of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of existing vegetation.
- H. *Mixed-use planned unit development (MXPUD) districts.*
- 1. *Location.* An MXPUD may be located anywhere in the city in any area defined and described "office/residential," "multi-family residential," "commercial," "industrial," "institutional,"

- "recreation," "downtown redevelopment," "East Stuart," "marine/industrial," or "neighborhood/special district," and "public," by the future land use element of the City of Stuart's Comprehensive Plan. and which is of suitable character and compatible with surrounding uses as determined by the city commission.
2. *Uses permitted in an MXPUD district.* The buildings, structures, land or water within a MXPUD district are subject to the following requirements:
- An MXPUD shall be any combination of two or more integrated residential, commercial, hospital, governmental and light industrial uses, providing such uses are compatible with existing conforming uses on adjacent property as determined by the city commission.
 - Residential uses integrated into the MXPUD shall be designed to be compatible, and developed in combination, with any associated commercial, retail, medical, governmental, and light industrial uses.
 - Commercial uses not specifically set forth in any of the standard zoning categories, but which are compatible and of like nature and quality to those commercial uses permitted in B-1, B-2, B-3 and B-4 or R-3 zoning classifications are allowed, as determined by the city commission.
 - Industrial (high-impact) uses as identified in section 2.02.02., Table 2, of the Code may be permitted subject to a major conditional use approval as approved by the city commission.
 - Governmental or other public uses as permitted by the city commission.
 - Adult business uses or agricultural uses as specified in section 2.02.02, Table 2 are not permitted.
3. *Mixed-use PUD standards.* The following standards shall apply to a MXPUD district:
- [Standards.] MXPUD standards regarding circulation, parking, open space, utilities, drainage, and other standards shall apply as described in this section, except as modified by the city commission as part of an individual MXPUD ordinance.
 - Parking standards.* The standards and peak parking analysis contained in the most current edition of the ITE Manual shall be referenced in any calculation of shared parking provision within an MXPUD. Reference to the ITE standards may be made by the city and applicant in order to calculate the parking requirement for an MXPUD.
 - Parking requirement.* Subject to approval by the city commission as provided in subsection 4.d. below, minimum parking requirements for a *mixed-use* development may be reduced by a calculation of shared parking requirements for the development, utilizing an accumulation factor table based upon standards in the most current edition of the ITE Manual. The required parking shall conform to the ITE Manual standards unless specifically waived by the city upon acceptance and approval of an independent parking study by a recognized traffic engineer with a specialty in parking generation acceptable to the city development director. The total aggregate reduction in the minimum parking requirement for uses shall not exceed 20 percent of the minimum conventional parking

requirement, otherwise applicable. Car parking stalls located in front of residential garages or within individual residential unit garages or allocated or designated parking space shall not be included in any shared parking calculation.

Table 2.07.00A: Mixed Use Parking Accumulation Factor

(time of day/use) shown as % of conventional demand)

Use	Weekday 9:00 a.m.— 4:00 p.m.	Weekday 4:00 p.m.— 8:00 p.m.	Weekday 8:00 p.m.— 12:00 a.m.	Weekend 9:00 a.m.— 4:00 p.m.	Weekend 4:00 p.m.— 12:00 a.m.	Night-time 12:00 a.m.—9:00 a.m.
Residential	45%	75%	95%	75%	100%	100%
Office	100%	40%	10%	10%	5%	5%
Retail	90%	100%	90%	100%	75%	5%
Hotel	95%	75%	100%	75%	100%	100%
Restaurant	100%	100%	90%	100%	100%	15%
Medical office	100%	90%	5%	80%	60%	10%

Table 2.07.00B: Example calculation.

In this example the shared parking demand, using the ITE parking standards as a reference, is calculated using the appropriate % of the conventional parking requirement at specified periods of the day. The highest resultant mixed use accumulation is used to determine the maximum shared parking demand. In this case 530 shared spaces compared to the standard code requirement of 600 spaces.

Use	Standard Parking Requirement	Weekday 9:00 a.m.— 4:00 p.m.	Weekday 4:00 p.m.— 8:00 p.m.	Weekday 8:00 p.m.— 12:00 a.m.	Weekend 9:00 a.m.— 4:00 p.m.	Weekend 4:00 p.m.— 12:00 a.m.	Night- time 12:00 a.m.— 9:00 a.m.
Residential	100	45	75	95	75	100	100
Office	100	100	40	10	10	5	5
Retail	100	90	100	90	100	75	5
Hotel	100	95	75	100	75	100	100
Restaurant	100	100	100	90	100	100	15
Medical office	100	100	90	5	80	60	10
Total parking	600						
Mixed-use accumulation		530	480	390	440	440	235

- d. The parking reductions allowed by shared parking accumulation described in Table 2.07.00A above may be allowed as part of an MXPUD approval only if it is demonstrated to the satisfaction of the city commission that a combination of the following vehicular, pedestrian, bicycle and parking issues are addressed and that, where appropriate, measures are incorporated by the proposed development to mitigate potential material adverse impacts on parking conditions in the immediate vicinity by providing some or all of the following:
 - i. The creation of new or upgraded sidewalks and bikeways, where appropriate, to help foster non-vehicular movement within, around and to the site.
 - ii. The creation of public or private amenity spaces to help foster and provide pedestrian and bikeway attractions (i.e., bicycle racks, benches, open and landscaped areas, pedestrian landings, lighting, etc.).
 - iii. The provision of additional landscape measures that are at a minimum 150 percent above City Code requirements.
 - iv. The provision of safety signs, traffic signals, traffic calming and crosswalks implemented to help reduce any potential conflicts between pedestrians and vehicles.
 - v. The inclusion of "crime prevention through environmental design" (CPTED) concepts in the site design, arrangement and form of the proposal to reduce opportunities for crime to occur and to improve overall quality of life by the positive utilization of amenity space.
- e. Amenity space. Not less than 35 percent of the MXPUD shall be amenity space. Credit not exceeding five percent shall be permitted for street improvements that are contiguous with the site at the sole discretion of the city commission.
- f. Native vegetation. A minimum of 25 percent of the total development site area shall remain as undeveloped native vegetation area, excluding wetlands defined by the South Florida Water Management District where the same exist. In the event that less than 25 percent of the MXPUD is comprised of native vegetation area, then the existing native vegetation area shall be maintained as part of the required amenity space. The required native vegetation area may include the landscape buffer between the site and adjacent property. The location of the existing native vegetation area(s) shall be determined using a study of the site that enables consideration as to its value and retention as a native vegetation area. Any deficit in naturally occurring required native vegetation shall be made up in offsite mitigation of preservation areas, within the city.
- g. Residential unit variety bonus. Where not less than 50 percent of the total residential units on site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded based on the following table:

Table 2.07.00C: Residential Unit Variety Bonus

Chapter II - ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY
2.07.00. DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

Minimum 50% of dwelling units at an average floorspace of less than (sq. ft.)	1,000 sq. ft.	1,250 sq. ft.	1,500 sq. ft.
Residential unit variety bonus (du/Ac)	5	3	1

- h. Mixed use density calculation. The net residential density for an MXPUD shall be based on 15 units per acre, ~~with any density bonus added in accordance with the small residential unit bonus Table 2.07.00C above. If the project is located within the urban district overlay an increase in density (to a maximum of 30 units per acre, including any unit bonus) may be granted in accordance with the Urban Code conditional use procedure (section 3.01.06). The net residential density shall be calculated using the following formula:~~

Total residential floor space	=	TRF
Total development floor space	=	TDF
Residential unit variety density bonus	=	RUVDB
$(TRF/TDF) \times (15du/ac + SUDB)$	=	Net mixed use residential density
Example:		
Total residential floor space	=	75,000 sq. ft. (TRF)
Total development floor space	=	120,000 sq. ft. (TDF)
Residential unit variety density bonus	=	3 du/ac (RUVDB)
$(TRF/TDF) \times (15 du/ac + RUVDB)$	=	Net mixed use residential density
$(75,000/120,000) \times (15) + 3$	=	12.375 du/acre

- i. Net acreage of a mixed-use PUD parcel. The net acreage of a mixed-use PUD parcel shall be the total site area less all bodies of water (excluding water features with fountains) and protected environmentally sensitive areas.
- j. Architectural standards. Buildings within an MXPUD shall, at a minimum, incorporate architectural detailing and use materials that meet the standards outlined in section 3.01.04 of this Code in respect of building walls, roofs and gutters, arcades and porches, windows and doors, architectural features, balconies and parapet walls.
- I. *Urban planned unit development (UPUD) districts.*
- a. *Location.* A UPUD may be located only within the defined community redevelopment area of the city.
- b. *Density.*
- i. A UPUD shall not exceed the density outlined in policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities of the underlying future land use designation as defined and described "low-density residential," "office/residential,"

"multi-family residential," "commercial," "industrial," "marine-industrial," "recreation," "downtown redevelopment," or "public," by the future land use element of the City of Stuart Comprehensive Plan, and which is of suitable character and compatible with surrounding uses as determined by the city commission.

- ii. ~~The table 2.07.A shall be used for the purpose of residential density and parking space calculation within a UPUD.~~

~~Table 2.07.A. UPUD Unit Density and Parking Space Calculation~~

Maximum Unit Size	Maximum Bedrooms	Unit Density	Parking Space per Unit
500 sq. ft.	1	0.5 up to 50%	1.25
700 sq. ft.	2	0.75 up to 50%	1.5
No maximum	No maximum	1	2.0

- c. *Uses.* Uses permitted in a UPUD district. The uses of buildings, structures, land or water within a UPUD district are subject to the permitted uses outlined in subsection 3.01.03.F.2 urban code district uses.
- d. *Development standards.* UPUD development standards shall be benchmarked against one of the urban districts as defined in section 3.01.00 urban code having regard to building placement, building height, non-residential parking, curb cuts, stormwater, open space, landscaping, architectural standards and the urban district design objectives. UPUD standards regarding circulation, parking, utilities, drainage, open space, density and other standards shall apply as described in this Code except as modified by the city commission as reflected by the adopted UPUD ordinance.
- J. *Planned unit development (PUD) amenity.* All PUD applications are encouraged to incorporate one or a combination of PUD amenities that demonstrate that the subject application meets the purpose of the Land Development Code in providing enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. Guidance as to what may be considered to be a PUD Amenity is contained within the city's Planned Unit Development Amenity Guidelines, hereby adopted by reference, which may be revised from time to time.

1. *Definition.*

PUD amenity means a feature or facility that is added to a PUD development project that enhances the project beyond those required under the city's standard zoning regulations and which demonstrates the application of enlightened and imaginative approaches to one or more of the following:

- Community planning,
- Stormwater management,
- Environmental stewardship,
- Sustainable living,

- e. Architectural and/or property design,
- f. Historic preservation.

(Ord. No. 1711-00, 2-14-00; Ord. No. 1777-01, § 1, 4-9-01; Ord. No. 1865-02, § 1, 6-24-02; Ord. No. 1877-02, §§ 1, 2, 7-22-02; Ord. No. 2054-05, § 1, 11-28-05; Ord. No. 2077-06, § 2, 7-10-06; Ord. No. 2332-2016, § 1, 10-10-2016; Ord. No. 2332-2017, § 1, 8-28-17; Ord. No. 2401-2019, § 1, 4-8-19; Ord. No. 2423-2020, § 1, 1-27-20; Ord. No. 2446-2020, § 1, 9-28-20; Ord. No. 2515-2023, § 1, 4-10-23)

Nonsecure residential drug and alcohol rehabilitation and alcohol rehabilitation and treatment facilities.

The facility shall have a minimum lot size of 15,000 square feet.

Such facility shall at no time exceed 75 persons receiving inpatient treatment.

Such facility shall be constructed and operated in compliance with F.S. Chapter 397, and Chapter 10E-16, Florida Administrative Code, as may be amended. City of Stuart shall receive copies of all licenses for the facility.

Such facility shall not be located within one-half mile of another such facility.

Chapter III
SPECIAL ZONING CODES

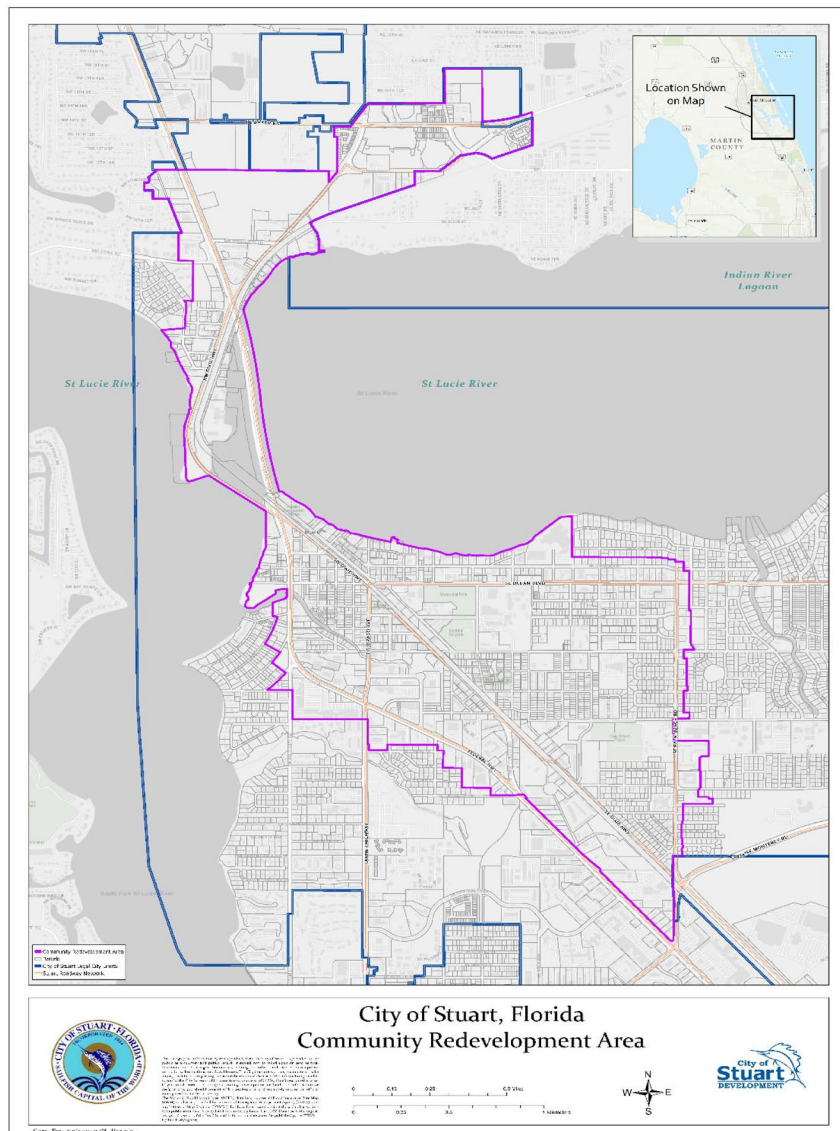
3.00.00. PURPOSE

The purpose of this section is to describe specific designated areas with special development regulations. The locations of these areas are established by the City of Stuart based on the need for special protective measures, additional design standards, and redevelopment incentives. At present, the Urban Code District and East Stuart Neighborhood are located within the City of Stuart Community Redevelopment Area. The boundaries of the Community Redevelopment Area are illustrated in the map below.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Chapter III - SPECIAL ZONING CODES

3.00.00. PURPOSE



(Ord. 1872-02, § 1, 10-10-02; Ord. No. 1978-04, § 1, 6-28-04; Ord. No. 2062-05, § 1, 1-9-06; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.00.01. Administration.

The provisions of this Code shall be administered and enforced by the development director whose duties shall include receiving and reviewing building permits and other land development permit applications, assisting applicants in procedures required hereunder, making decisions regarding the application of this Code to particular properties, inspecting premises, and issuing permits and certificates of occupancy.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.00.02. Amendment to this Code.

In the continued administration of the intent of this Code, the commission may find it reasonable and necessary to adopt amendments to the text, zoning, and regulating plan(s). All such amendments shall follow the procedures in chapter XI.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.00.03. Violations and remedies.

It shall be unlawful and a violation of this Code for any person to construct, renovate or remodel a building within the Special Zoning Codes except in compliance with the provisions of this Code. A violation of this Code shall be deemed a zoning violation.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

3.01.00. URBAN CODE

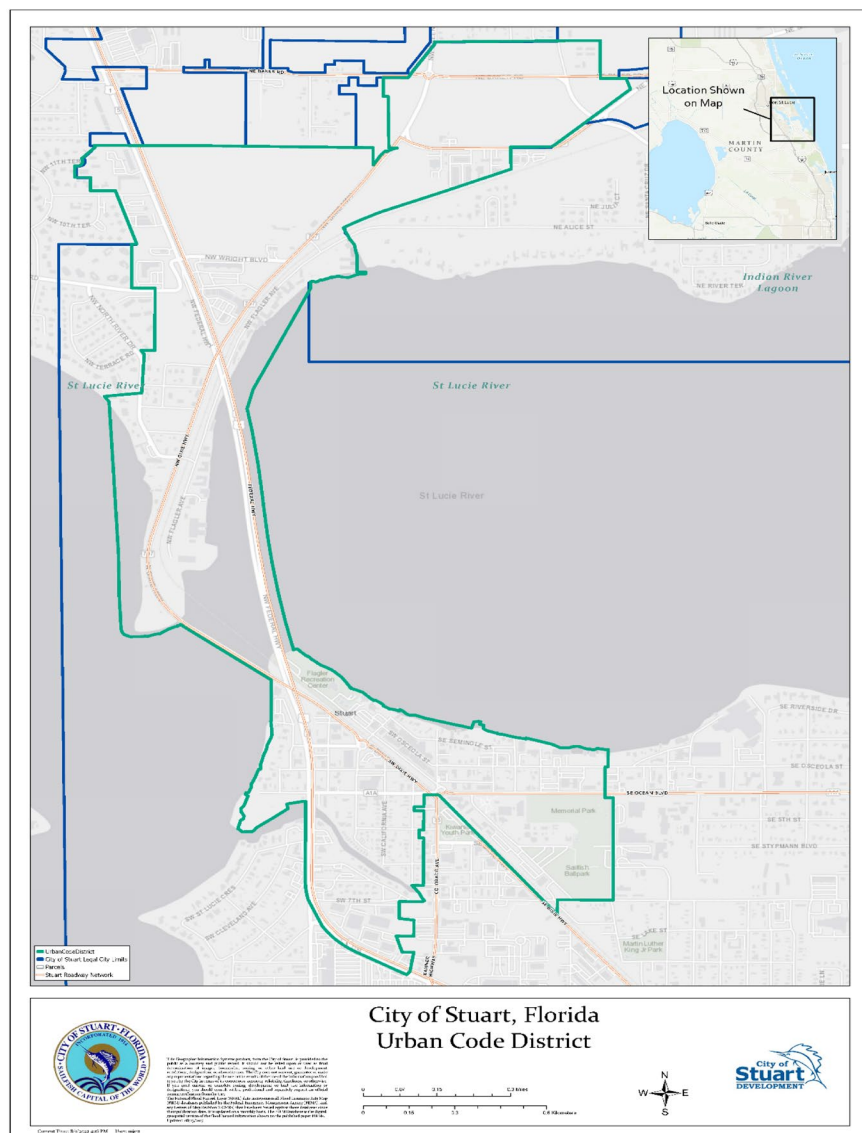
A. *Title.* The provisions of this section 3.01.00 shall be known as the "Urban Code."

Sec. 3.01.01. Generally.

A. *Intent.* The purpose of the Urban Code is to encourage redevelopment, historic restoration, and infill development, and generally to promote a sense of place within the Urban Code district, described below, by providing standards and development incentives that are not otherwise available. This includes the promotion of traditional building types with arcades, balconies, railings, and porches and the enabling of social interaction on downtown streets. This Urban Code provides for mandated building alignments to define coherent streets spaces, the location of outbuildings at the rear of lots for affordable housing, the visual protection of the streetscape from parking lots, and traditional, historically relevant, durable construction which is harmonious with the architectural heritage of downtown Stuart.

B. *The Urban Code District.* There is hereby established within the City of Stuart an "Urban Code District," including subdistricts, the boundaries of which are generally shown in the map below.

(Ord. No. 1978-04, § 1, 6-28-04)



(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- C. **Applicability.** The provisions of this Urban Code shall apply to new development, new construction, and to substantial renovation, as defined in chapter XII of the Code within the Urban Code District.

(Ord. No. 1453-96, 6-1-96; Ord. No. 2014-05, § 1, 2-14-05)

- D. **Effective date.** The provisions of this Urban Code shall apply to all development within the Urban Code District for which a complete application for a development permit pursuant to submittal requirements of plan document as defined in chapter XII of this Code has not been filed with the city development department on or before December 2, 2003.

(Ord. No. 1872-02, § 1, 10-10-02; Ord. No. 1978-04, § 1, 6-28-04)

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- E. *Non-conforming uses.* Non-conforming uses created by the adoption of this ordinance code on the 28th day of June 2004 shall be deemed legal non-conforming uses subject to the provisions of section 8.03.00 of this Code.

(Ord. No. 1978-04, § 1, 6-28-04)

Sec. 3.01.02. Administration, enforcement, procedures, and penalties.

- A. *Administration.* The provisions of this Urban Code shall be administered and enforced by the city development director whose duties shall include receiving and reviewing building permit and other land development permit applications, assisting applicants in procedures required hereunder, making decisions regarding the application of this Urban Code to particular properties, inspecting premises, and issuing permits and certificates of occupancy. Nothing in this Urban Code is intended to conflict with the building and fire prevention codes of the city.
- B. *Application permits.* No building or other land development permit shall be issued by the city development director unless all provisions of this Urban Code have been met, including approved conditional use approvals, based on the development review and approval process.
- C. *Procedures for application.*
1. *Pre-application conference.* Before beginning any new development, substantial renovation, renovation development, renovation, or demolition on private or public land, a pre-application conference with the city development department is strongly encouraged. Upon submittal of a conceptual site plan, floor plans, and elevations a non-binding preliminary written response of the city development director may be requested by the applicant.
 2. *Application.* After the pre-application conference, if any, an application for development shall be submitted to the city development department in accordance with this Code. Applications for development permits, excluding interior tenant finishes, within the Urban Code District shall meet the requirements of plan documents as defined in chapter XII of this Code. Completed applications shall include a general vicinity or location map, legal description, map of vegetative cover, proposed development activities and design, building plans, front, rear, and side architectural elevations, floor elevations, documentation related to streets, parking, and loading; tree removal and protection, landscaping, signs, and any other documentation as required by the city development director in order to demonstrate compliance with this Urban Code.

(Ord. No. 1715-2000, 2-28-00; Ord. No. 1849-02, § 1, 4-8-02; Ord. No. 1978-04, § 1, 6-28-04)

- D. *Violations and remedies.* It shall be unlawful and a violation of this Code for any person to construct, renovate or remodel a building within the Urban Code District except in compliance with the provisions of this Urban Code. A violation of this Urban Code shall be deemed a zoning violation. In such event the city development director may initiate code enforcement proceedings to compel compliance. The city commission may initiate appropriate civil proceedings including, but not limited to, a declaratory action, injunction action and mandamus action to compel compliance.

- E. *Reserved.*

(Ord. No. 1849-02, § 1, 4-8-02; Ord. No. 1872-02, § 1, 10-10-02; Ord. No. 1978-04, § 1, 6-28-04)

Sec. 3.01.03. Urban standards and regulations for designated urban subdistricts.

The geographic locations and current characteristics of the five urban subdistricts are broadly described below:

Urban center ("UC"), inclusive of the "historic downtown," characterized by relatively dense, walkable, mixed-use, development pattern generally located at or near the established downtown area. The UC is the most urban in terms of density, mix of uses, pedestrian activity, historic restoration, shared parking and civic/cultural venues. In the South Point, UC is generally located in portions of the Potsdam subdivision (that triangular portion bound by Albany Avenue, West Ocean Boulevard, and SR 707/Dixie Highway), along both sides of the historic downtown core block (Osceola Street and Flagler Avenue), along portions of SE Ocean Boulevard.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Urban general ("UG"), characterized by less intensive mixed-use development, with substantial residential uses, generally located adjacent to the urban center. In the North Point, UG is generally located along the triangular area bound by Wright Boulevard, SE Federal Highway and SR 707/Dixie Highway. In the South Point, UG is generally located along portions of SE Ocean Boulevard (both north and south).

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Urban neighborhood ("UN"), characterized by a predominantly residential nature located along low-volume, pedestrian-friendly streets. In the North Point, UN is generally located in the non-waterfront portions of the Riverside Park subdivision (that portion generally bound by North River Drive, Palm Street, SR 707/Dixie Highway, and Fern Street). In the south point, UN is generally located in the Frazier Addition (the triangular area generally bound by Frazier Creek, West Ocean Boulevard, and the properties fronting Colorado Avenue) and the non-waterfront portions of the Frazier Crescent subdivision (along Channel Avenue and 6th and 7th Streets).

Urban highway ("UH"), occurs along both sides of SE Federal Highway as it traverses the Urban Code District. This area allows large front setbacks and highway-oriented commercial or high density residential uses with generous parking lots. In the North Point, UH is generally located along the western side of SE Federal Highway and along the western side of the proposed Green River Parkway. In the South Point, UH is generally located along both sides of SE Federal Highway.

Urban waterfront ("UW"), refers to special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential. Existing "marine industrial" uses are conditionally permitted. In both the North and South Points, UW is generally located along all waterfront properties throughout the CRA with the exception of those waterfront properties on the north side of Frazier Creek and on the east side of the "North Point" peninsula south of Fern Street.

(Ord. No. 1978-04, § 1, 6-28-04)

The following urban standards and regulations of "building placement," "building height," "parking," "architectural requirements," "outbuildings," "signage," and "curb cuts" apply to each respective urban subdistrict.

A. *Urban center (UC).*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a required build-to line of zero feet.
- b. The side setbacks may be zero feet.
- c. The rear setback may be zero feet.
- d. The front street facade width of the principal building shall not be less than 80 percent of the lot width. A ten-foot driveway may be allowed if no alley access is available in the rear or side of the lot.
- e. If a property abuts public rights-of-way at its front and rear property lines, any building facade which is 100 feet or more in facade width measured parallel to the public right-of-way shall include a via to allow for pedestrian access to the public rights-of-way. A via shall be not less than six feet in width and not less than ten feet in height. A via may be enclosed; however, a via shall be open to the public during the business hours of operation of the building(s) in which it is located.
- f. The front street facade of the building may be set back to form a public courtyard for a maximum of 33 percent of the facade width.

2. *Principal building height.*

- a. The maximum building height is three stories and 35 feet. The minimum building height shall be two stories or 26 feet. If 25 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.
- b. Four story buildings in the Old Downtown District are prohibited. There is no major Urban Code conditional use available for an additional story or building height in the Old Downtown District.

3. *Parking.*

- a. All parking areas shall be located behind the rear facade of the principal building or screened from public rights-of-way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.

4. *Architectural requirements.*

- a. Balconies are required along all street facades for all buildings. The aggregate length of balconies shall not be less than 50 percent of building facade from which it projects on each floor level.
- b. Arcades are required on the west side of Colorado Street between Confusion Corner and Frazier Creek and on the north side of 2nd Street between U.S. 1 and Dixie Highway. Arcades shall conform to the standards in section 3.01.04 C.
- c. The ground floor along the front facade of the building shall have doorways, arcades, or glazed openings with aggregate width equal to at least 50 percent of the total facade width.

5. *Outbuildings.*

- a. Outbuildings shall be located behind the rear facade of the principal building or in the rear one half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.

6. *Curb cuts.*

- a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 75 feet of frontage.
- b. For properties with access from a rear alley, no curb cuts shall be permitted.

(Ord. No. 1978-04, § 1, 6-28-04)

B. *Urban general (UG).*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel along the front property line with a required setback of not less than ten feet.
- b. The minimum side setbacks are not less than five feet on each side.
- c. The rear setback shall be not less than 15 feet.
- d. The front street façade width of the principal building shall not be less than 60 percent of the lot width.

2. *Principal building height.*

- a. The maximum building height is three stories and 35 feet. If 50 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.

3. *Parking.*

- a. Parking areas shall be located as follows:
 - i. For new development, all parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a wall, trellis, other screening approved by the city development director or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 - ii. For substantial renovation, where possible, parking areas shall be located behind the rear building facade or at the side property line and screened from the public view and from public rights-of way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.

4. *Architectural requirements.*

-
- a. Porches are required on the front building facade. Porches shall have a minimum depth of six feet and a minimum length of 50 percent of the building facade width. Porches may project four feet into the front setback.
5. *Outbuildings.*
- a. Outbuildings shall be located behind the rear facade of the principal building or in rear one-half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.
6. *Curb cuts.*
- a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 75 feet of frontage.
 - b. For properties with access from a rear alley, no curb cuts shall be permitted.

(Ord. No. 1978-04, § 1, 6-28-04)

C. *Urban neighborhood (UN).*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a required setback of not less than ten feet.
- b. The side setbacks are not less than five feet on each side.
- c. The rear setback shall be not less than 15 feet.
- d. The front street facade width of the principal building shall not be less than 60 percent of the lot width.

2. *Principal building height.*

- a. The maximum building height is three stories and 35 feet.
- b. There is no major Urban Code conditional use available for an additional story or building height in this subdistrict.

3. *Parking.*

- a. Parking areas shall be located as follows:
 - i. For new development, all parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 - ii. For substantial renovation, parking areas shall be located, where possible, behind the rear building facade or at the side property line and screened from public rights-of-way by a streetwall, other screening

approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.

4. *Architectural requirements.*

- a. Porches are required on the front building facade. Porches shall have a minimum depth of six feet and a minimum length of 70 percent of the building width. On corner properties, porches must be constructed along both street facades. Porches may project two feet into the front setback.
- b. Walls, wood picket fences, wrought iron fences, or hedges are required along the front property line and on corner lots, along the side property lines and shall have a minimum height of three feet and a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a wall or fence may be six feet in height. Arbors and trellises are permitted in the front yard and may be located along property lines. The maximum height for arbors and trellises shall be ten feet. Above walls and fences, architectural features of up to 12 inches in height shall be allowed, spaced a minimum of four feet apart.
- c. Chain link fences shall not be visible from public rights-of-way. Chain link fences shall be vinyl coated using only black or dark green colors.

5. *Outbuildings.*

- a. Outbuildings shall be located behind the rear facade of the principal building or in rear one half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and the principal building.

6. *Curb cuts.*

- a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 50 feet of frontage. However one curb cut shall be permitted for a single family residence utilized as a residence regardless of the existence of a rear alley.
- b. For properties with access from a rear alley, no curb cuts shall be permitted.

7. *Trees.*

- a. When a permit for new construction or renovation is issued, the owner shall be responsible for planting two shade trees no closer than three feet and no further than five feet from the right-of-way that abuts the front property line. All required shade trees, as defined by chapter XII of this Code, shall be 14 feet in height at installation, and have a DBH of not less than two and one-half inches, and be selected from the CRA landscape palette, if adopted by the city. The development director may grant a reduction for existing trees that meet these requirements.

8. *Buffer for single family residential.*

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- a. A buffer for the single family neighborhood on the west side of NW North River Drive shall be provided. The buffer shall conform to section 6.04.00, Landscaping, of this Code.

(Ord. No. 1978-04, § 1, 6-28-04)

D. *Urban highway ("UH").*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of 15 feet and a maximum setback of 40 feet for properties fronting on US-1/SW Federal Hwy. If a property does not front on US-1/SW Federal Hwy, then the minimum setback shall be zero feet and the maximum setback shall be not more than 10 feet.
- b. The side setbacks may be zero feet on each side.
- c. The rear setback is not less than 15 feet.
- d. For lots fronting US-1/SW Federal Hwy, the front street facade width of the principal building shall not be less than 40 percent of the lot width. For other lots, the width of the principal building shall be not less than 70 percent of the lot width.

(Ord. No. 2520-2023, § 1(Exh. A), 10-23-23)

2. *Principal building height.*

- a. The maximum building height is three stories and 35 feet. For lots fronting on SE Federal Highway a fourth story is permitted if all off-street parking is located at the rear of building. The maximum building height for a four story building is 45 feet. The minimum building height is two stories or 26 feet.

3. *Parking.*

- a. All parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a streetwall, trellis, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code. The parking shall be setback from the front public right-of-way a minimum distance equal to 40 percent of the lot depth.

4. *Outbuildings.*

- a. Outbuildings shall be located behind the rear facade of the principal building or in the rear one half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and the principal building.

5. *Curb cuts.*

- a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 100 feet of frontage.

E. *Urban waterfront ("UW").*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of not less than ten feet except for waterfront properties on SW Channel Avenue, Seminole Street, and SW Atlanta Avenue which shall be not less than five feet.
- b. The side setbacks shall not be less than ten feet on each side except for waterfront properties on SW Channel Avenue, Seminole Street, and SW Atlanta Avenue which shall not be less than five feet.
- c. The rear setback for all structures shall not be less than ten feet from the mean high water line or the water-side of a seawall or bulkhead.
- d. A vista shall be a designated area along the side of a property that provides an unobstructed view from any public right-of-way to the St. Lucie River or its tributaries, and shall be the same width as the required side setback. Only ten-foot clear trunk plant material and decorative fencing shall be located within the vista. Any equipment such as air conditioning units within a vista shall be not more than three feet in height, unless required by any applicable flood zone regulations.
- e. The maximum cumulative front building facade width is 160 feet measured parallel to the nearest body of water.
- f. If a building facade is 100 feet or more in width, measured parallel to the nearest body of water, an additional vista shall be provided within the building's facade which is not less than 12 feet in width, not less than 12 feet in height, and which allows a visual corridor from the public right-of-way to the St. Lucie River or its tributaries.
- g. Any fencing included within a vista shall have a minimum width of three inches and a maximum width of five inches for all vertical members and shall have a minimum spacing of three inches between the vertical members. Said fences shall be a minimum height of three feet and a maximum height of four feet.
- h. In order to create additional vistas, a minimum separation of 15 feet shall be provided between multiple buildings on the same lot.

2. *Principal building height.*

- a. The maximum building height is three stories and 35 feet. If 50 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.
- b. Four story buildings in the Old Downtown District (as described in Section 3.01.03 F.1.a.i.a.) are prohibited. There is no major Urban Code conditional use available for an additional story or building height in the Old Downtown District.

3. *Parking.*

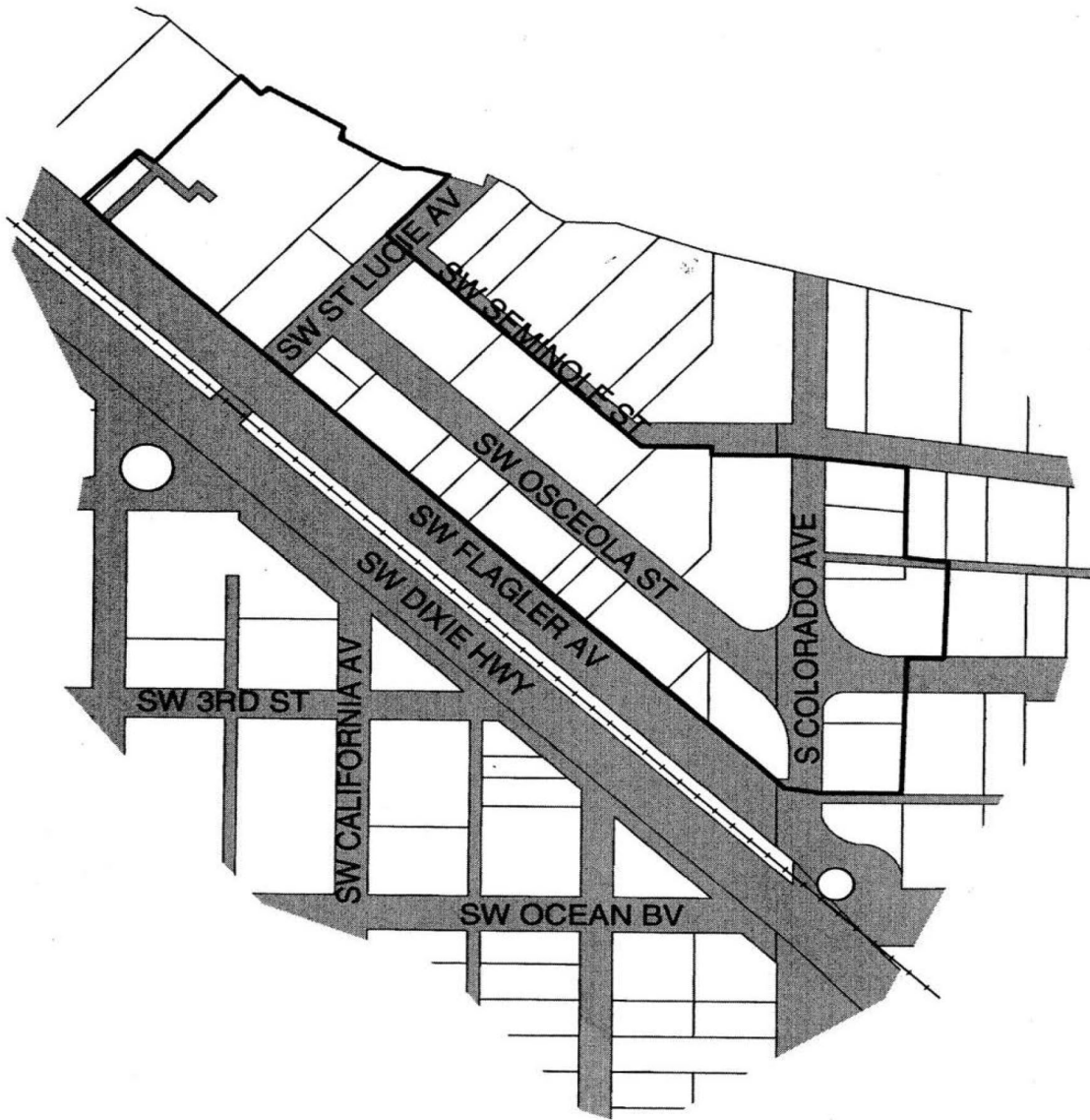
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- a. Parking shall not be located within ten feet of the front and side property lines and shall not be located between the rear building facade and the water.
 - b. Parking shall be screened in the front and the sides from public rights-of-way by a wall, trellis, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
4. *Architectural requirements.*
- a. Reserved.
 - b. Balconies and balcony rails are required on the waterfront side of a building for a minimum of 50 percent of the fenestration.
 - c. Reserved.
 - d. Porches may project five feet into the front setback.
5. *Outbuildings.*
- a. One outbuilding is permitted behind the rear facade of a principal building or in the rear one-half of the lot and one outbuilding is permitted in the front of the lot. Outbuildings shall be set back not less than five feet from the side and front property lines, not less than ten feet from the rear property lines, not be less than five feet separation between an outbuilding and the principal building and shall not be located within a vista.
 - b. Outbuildings may have marina or waterfront accessory uses.
6. *Curb cuts.*
- a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 65 feet of frontage.

(Ord. No. 1978-04, § 1, 6-28-04)

F. *Additional regulations and requirements.*

- 1. *Parking.*
 - a. *The Old Downtown District.*
 - i. *Old Downtown District identified.*
 - a) Those properties within the boundary of the centerlines of SW Seminole Street on the north, SW Flagler Avenue on the south, S Colorado Avenue on the east, and SW Saint Lucie Avenue on the west; the city hall property west of and contiguous to SW Saint Lucie Avenue, being Lot 36 according to the plat of The Feroe Subdivision recorded in the public records of Martin County, Florida, at Plat Book 2, page 25 and Lots 3, 4, 5, 6, 7, 7A, 8, 9, and 9A according to the plat of Revised Danforth's Addition recorded in the public records of Martin County, Florida, at Plat Book 5, page 69; and those properties located east of and contiguous to S Colorado Avenue, being Lots 8, 9, 12, and 24-28, Block 3, and Lots 19-23, Block 4,

amended plat of Porter's Addition recorded in the public records of Martin County, Florida at Plat Book 2, page 75.



ii. *Parking requirements.*

- a) Properties located in the "Old Downtown District" shall be exempt from the parking requirements of this Code.
- b) The four properties located east of and contiguous to Colorado Avenue, being Lots 8, 9, 12, and 24-28, Block 3, and Lots 19-23, Block 4, amended plat of Porter's Addition (Plat Book 2, page 75), shall be exempt from the parking requirements of this Code provided each such property shall hereafter maintain not less than the number of on-site parking spaces existing as of November 13, 1995, as follows:

1/2 of lots 8 & 9:	0 spaces
1/2 of lots 8 & 9:	10 spaces
Lots 12, 24-28, Blk. 3:	17 spaces
Lots 19—23, Blk. 4:	7 spaces.

- c) In the Old Downtown District required parking for any use permitted may be accommodated via payments to the payment in lieu of parking program as described in chapter VI of this Code.
- d) The six properties located on the north side of S.W. Seminole Street, between S.W. Saint Lucie Avenue and S. Colorado Avenue, being Lots 2 thru 8, Feroe Subdivision, Plat Book 2, Page 25, Palm Beach County (now Martin) and Porter's Addition, Lots 1, 2 & 3 Blk 2 and Lot 9, Feroe Subdivision (a replat of Lots 9 & 10) shall be exempt from the parking requirements of this Code, provided that each property shall maintain not less than the number of on-site parking spaces existing as of April 1, 2013. as follows:

Feroe Subdivision	
Lot 2:	0 spaces
Lot 3:	0 spaces
Lots 4 & 5:	4 spaces
Lots 6 & 7:	3 spaces
Lot 8:	2 spaces
Porter's Addition, Lots 1, 2 & 3 and Lot 9, Feroe S/D (replat of Lots 9 & 10)	7 spaces

iii. *Parking exemption not applicable.*

- a) For properties identified by paragraphs F.1.a.i.a) and F.1.a.ii.b) above, if a building is demolished by an owner, parking for all uses within the newly constructed building shall be provided. Buildings which are destroyed by accident or an act of God and are replicated, shall remain exempt from parking requirements.
- b) For properties identified by paragraphs F.1.a.i.a) and F.1.a.ii.b) above, this exemption from the parking requirements of this Code applies to the building floor space existing as of January 1, 2004. This exemption does not apply to additional building floor space and to the uses thereof that is constructed on and after January 1, 2004 or to any expanded use of the exterior premises which creates additional parking demand. The uses of additional building floor space shall meet the parking requirements of this Code.
- c) Reserved.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

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- d) For the six properties located on the north side of S.W. Seminole Street, between S.W. Saint Lucie Avenue and S. Colorado Avenue, identified by paragraph F.1.a.ii.d) above, if a building is demolished, whether by the owner or by accident or act of God, any newly constructed building shall remain exempt from parking requirements only to the extent that the gross square footage of the newly constructed building does not exceed the gross square footage of the previously existing building. The use of additional building square footage shall meet the parking requirements of this Code. In the event a permit for demolition of a building is sought, the city shall have up to 120 days from the date of application to take possession of the building at no cost to the city and to move the building off site at no cost to the property owner.
 - e) For the six properties located on the north side of S.W. Seminole Street between S.W. Saint Lucie Avenue and S. Colorado Avenue, identified by paragraph F.1.a.ii.d) above, this exemption from the parking requirements of this Code applies to the building floor space existence as of May 1, 2013. This exemption does not apply to additional building floor space and to the uses thereof that is constructed on and after May 1, 2013 or to any expanded use of the exterior premises which creates additional parking demand, provided that an outside seating area, covered or uncovered, of up to 500 square feet is permitted without regard to parking requirements. Said seats shall not be creditable toward the acquisition of a state SRX liquor license. The uses of additional building floor space shall meet the parking requirements of this Code.
- b. Where it does not currently exist, on-street parking, constructed to City Code, may be used to offset the required number of parking spaces. Such parking shall abut the proposed development. The cost of the pavement modifications shall be borne by the private development. An approved revocable permit from the city commission is required for on-street parking.
 - c. Historic buildings shall receive a parking credit for the existing use and shall provide at least 50 percent of the required parking for a more intense use on the site. Up to 50 percent of the required parking for any new use permitted may be accommodated via payments to the payment in lieu of parking program as described in section 6.01.19 of this Code.
 - d. Payment in-lieu-of parking ("PILOP"): In lieu of providing up to three parking spaces required for any use located in Stuart Community Redevelopment Area, a developer may pay into the "Stuart Payment in Lieu of Parking Trust Fund" as described in section 6.01.19 of this Code.
 - e. Modifications: Within the Urban Code District, the parking design standards set forth in section 6.01.14 may be modified as follows:

- i. For all but 90 degree parking spaces, the one-way traffic aisle width may be reduced to ten feet. For 90 degree parking spaces, the one-way traffic aisle width may be reduced to 20 feet.
 - ii. The width of a two-way traffic drive aisle may be reduced to 20 feet. The two-way drive aisle width may be reduced from 20 feet to a minimum of 12 feet for parking areas of eight spaces or less. Within a reduced drive aisle area, parking spaces are prohibited, with the exception of parallel parking spaces.
 - iii. Where alleyways are located along the side or rear property lines, said alleyways may be used as the required back-up dimension for parking spaces.
 - iv. For developments requiring ten or fewer parking spaces, parking areas may be constructed with mulch, gravel, turf blocks, paver blocks, or other alternative materials approved by the city development director. Additional maintenance requirements may be required of a property owner utilizing alternative materials such as daily sweeping of gravel, mulched areas maintained at a certain depth.
 - v. The width of parking spaces may be reduced to eight and one-half feet for up to ten percent of the required parking.
 - vi. Up to two required parking spaces may be provided as "stacked" spaces, where one parking space is located behind the other.
- f. Boats, campers, and recreational trailers shall be parked in rear yard setbacks only where possible and shall not be parked in vistas.

2. *Urban Code District uses.*

- a. The following uses are permitted and are all-inclusive individually or in combination in the Urban Code District subject to the regulations pertaining to formula businesses in section 2.06.12.

Land Use Type	Number of Parking Spaces Required
<i>Residential Land Uses</i>	
Duplex residences	1.5 <u>2</u> per unit; garages count towards required off-street parking
Family day care home in a residence	2 per dwelling unit plus adequate space for pick-up and drop-off
Home occupations as regulated in Section 2.06.09 of this Code	N/A
Multi-family dwelling units	1.5 <u>2</u> per unit; garages count towards required off-street parking
Single-family residences	1.5 per unit; garages count towards required off-street parking
<i>Transient Residential Land Uses and Overnight Accommodations</i>	
Bed and breakfast inn	1 per guest room

Hotels/motels	1 per rental room, plus 2 spaces per 3 employees
Rooming and boarding houses	1 per unit
<i>Institutional Uses</i>	
Adult day care centers	1 per 200 square feet. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation
Child care centers	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Community centers	1 per 300 square feet
Funeral homes without crematoriums	1 per 4 seats of chapel capacity, plus 1 per 3 employees
Governmental buildings	1 per 300 square feet
Libraries	1 per 300 square feet
Museums	2 per 1,000 square feet of exhibit floor space, plus 2 spaces for bus parking
Religious institutions	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
<i>Commercial Uses</i>	
Automobile repair service—Within an enclosed building in along U.S. 1 (Federal Hwy. and Savannah Road) only	1 per 200 square feet of sales area, plus 2 spaces per service bay, plus 1 space per employee
Art galleries	1 per 200 square feet
Bakery, retail	One (1) space for each employee on the largest working shift plus one (1) space per three hundred (300) square feet of gross floor area
Banks/financial institutions	1 per 300 square feet, plus queuing spaces per section 6.01.07
Barbershop, Beauty Salons, Specialty Salons	2 per station
Bars	1 per 4 seats
Catering shop	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet
Clubs, lodges and fraternal organizations	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater). One-half (½) of total parking area must be paved; the other half may be an approved stabilized surface
Dry cleaning, provided that all cleaning is conducted off-premises	1 per employee, plus 0.5 spaces per delivery truck, plus 1 space per 300 square feet
Health spas	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently

Marinas, Commercial	1 per 4 slips for operations that do not require a utilities agreement, and 1 per each slip that requires a utility agreement, plus 1 per each employee
Massage therapy establishments	1 per 300 square feet
Microbreweries and craft distilleries	1 per employee plus 1 per 300 square feet for tasting, tap room, and gift shops
Office, business or professional, medical, low intensity medical, and veterinary	1 per 350 square feet (professional)1 per 300 square feet (low intensity medical)1 per 200 square feet (medical and veterinary)
Pharmacies (if 2,000 square feet or less)	1 per 200 square feet
Restaurants, convenience and general	1 per 4 seats
Retail sales and service (intensive and non-intensive)—Within an enclosed building only	1 per 300 square feet of floor space
Retail manufacturing—Providing such manufacturing is incidental to sales and occupies less than 75 percent of the total gross floor area	1 per 300 square feet
Studios (art, dance, music, exercise)	1 per 300 square feet
Theaters	1 per 4 seats
<i>Recreational Uses</i>	
Public parks	Dependent upon type of recreational activities provided
<i>Utility and Service Uses</i>	
Public facilities and services	Dependent upon type of facility and service
Public utility stations	Dependent upon type of utility and any required buildings and employees
<i>Industrial Uses</i>	
Existing marine industrial uses (may be reconstructed within their existing building footprints and the current uses therein continued. Revision or expansion of building footprints and/or uses permitted as a conditional use by Major Urban Code Conditional Use. Nothing in this provision shall counteract existing building and life safety code requirements)	Dependent on specific use
<i>Telecommunication Uses</i>	
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or tower structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	1 space per tower
<i>Storage, Transportation and Logistics Uses</i>	

Government provided public parking lots or garages	N/A
<i>Agricultural Uses</i>	
Community garden pursuant to section 2.06.08 of this Code	0
Urban farm pursuant to section 2.06.08 of this Code	1 per 4 employee
<i>Miscellaneous</i>	
Outbuildings	Determined by use type

- b. The following uses are permitted as conditional uses by major conditional use approval and are all-inclusive individually or in combination in the Urban Code District subject to the regulations pertaining to formula businesses in section 2.06.12.

Land Use Type	Number of Parking Spaces Required
<i>Commercial Uses</i>	
Boat storage, dry	1 per 4 boat storage spaces. Required auto parking spaces cannot be used for wash and dry racks or for boats or trailers
Formula businesses in the area as regulated in section 2.06.12 of this Code	Required spaces dependent on proposed use
Gasoline sales shall be limited to properties on SE Federal Hwy., Green River Parkway, and Savannah Road	1 per 250 square feet, plus 2 spaces per service bay, plus 1 space per vacuum. Pump locations are not to be included as a parking space. Gas stations with car washes shall also provide 1 parking space per wash unit or bay Marinas, as defined herein.
All marinas shall at all times be in compliance with the City of Stuart Public Works Department Standards and Specifications in relation to water supply, sewage disposal and solid waste. Compliance with these standards shall include a written utility service agreement with the City of Stuart expressly authorizing overnight as defined herein	1 per 4 slips for operations that do not require a utilities agreement, and 1 per each slip that requires a utility agreement, plus 1 per each employee
Pharmacies over 2,000 square feet	1 per 200 square feet
Rooftop dining areas (refer to supplemental standards in section 2.06.19)	1 space for four seats
Street vendors	N/A
<i>Industrial Uses</i>	
Boat building, indoors	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated

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	employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building
<i>Telecommunication Uses</i>	
Stealth telecommunications facilities in excess of 45 feet in height. Refer to chapter II Zoning Districts Uses Allowed, Density and Intensity, section 2.06.12 Telecommunication Facilities Supplemental Use Standards	1 space per tower
<i>Storage, Transportation and Logistics Uses</i>	
Private parking lots	N/A
Private parking garages	N/A

3. *Density.* A density of 15 dwelling units per acre is permitted in all Urban Code subdistricts. The number of dwelling units may be increased to a maximum of 30 dwelling units per acre with a major Urban Code conditional use.
4. *Storage sheds.* One storage shed may be located on any lot within the Urban Code District, provided that it is not visible from the principal public right-of-way.
5. *Multiple frontages.* In the event a single lot abuts more than two streets, the setback and architectural requirements for the corresponding Urban Code District shall only apply to two street facades.
6. *Conflicts with utilities.* In instances where the required location of a building, including architectural requirements, conflicts with existing utilities or other public infrastructure, the developer shall be required to relocate such utilities if the cost of relocation is less than five percent of the cost of the proposed building or improvements (excluding land value) and the utilities can be relocated within 150 feet of the subject property. Otherwise, the city development director may adjust the requirements of this Urban Code to rectify any conflicts with utilities or other public infrastructure. No utilities shall be located beneath a principal building.
7. *Historic buildings.* The requirements of this Urban Code may be adjusted by a major Urban Code conditional use for the purposes of preserving a historic building.
8. *Finished floor elevations.* The requirements of section 6.03.02 B.4. relating to finished floor elevations may be modified if the engineer for a proposed development can demonstrate a lower elevation is appropriate and will not be detrimental regarding flooding to adjacent properties.
9. ~~Lot~~ *Parcel coverage.* For the purposes of this Urban Code, there shall be no impervious lot coverage requirement; however, all development must meet the requirements of section 6.03.00 entitled "Stormwater Management" of this Code, as amended from time to time.
10. ~~Lot~~ *Parcel area requirements.* For purposes of this Urban Code there shall be no minimum lot area or lot width requirement as defined in section 2.04.00.

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11. *Stormwater management.* With the proper legal documentation and consent of the property owner, stormwater runoff from properties within the Urban Code District may be conveyed onto adjacent private properties. Otherwise, stormwater runoff must be conveyed to the public right-of-way, and the quality of the runoff must be considered. Proposed development may not obstruct existing drainage patterns. If a site is designed such that stormwater is captured by an internal stormwater management system, the applicant must illustrate how the stormwater reaches the public stormwater management system. If a site is designed such that there is no internal stormwater management system, the applicant must illustrate how the stormwater runoff will be conveyed to the public stormwater management system and demonstrate that said system could accommodate the additional runoff. Pervious surfaces such as perforated pavers, mulched areas, and other similar examples may be considered in the calculation for stormwater detention. For all development, stormwater quality treatment prior to discharge shall be provided in compliance with section 6.03.00 of this Code.
 12. *Public art.* Public art shall be required of all development and redevelopment and shall equal not less than one percent of the total costs of vertical construction. Public art may include fountains, murals, sculptures, paintings, or other generally acceptable art form as directed by the community redevelopment board which is displayed in a public venue. All public art required under this section shall be readily visible to the public. All public art intended to meet the requirements of this section that is visible from a public right-of-way or is exterior to a building must be approved by the community redevelopment board as a minor Urban Code conditional use. A single family home on a single platted lot of record is exempt from this requirement.
 13. *Curb cuts.* Distance regulations between curb cuts shall be measured from the centerlines of each curb cut.
 14. *Shoreline protection zone.* In accordance with section 5.06.00, the shoreline protection zone for any water body shall be ten feet measured from the waterside lot line or perpendicular to the mean high waterline as established by a licensed surveyor, whichever is nearer to the principal structure on the same lot; or perpendicular to the centerline of a seawall.

(Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2010-05, § 3, 2-14-05)

G. *Landscaping.*

1. All development in the Urban Code District shall comply with the landscaping requirements as described in section 6.04.00, the landscape code, with the following exceptions:
 - a. The width of landscape buffers shall be determined by the required side and rear setbacks as described in this Urban Code, and buffer screens shall be 25 percent of those setbacks.
 - b. The width of the landscaped strip of land located between parking areas and an abutting public right-of-way shall be the required setback for parking areas for the respective urban subdistrict.

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- c. The width of the landscaped strip of land located between parking areas and abutting private property shall be the required setback for parking areas for the respective urban subdistrict.
 - d. The width of the landscaped area located along the sides of a building, which abuts any parking area, shall be 2½ feet.
 - e. The width of the landscaped strip of land located between the building walls of a multi-family development and parking areas shall be five feet.
 - f. The width of the landscaped strip of land located between a parking area of a multi-family development and an abutting right-of-way shall be the required setback for parking areas for the respective urban subdistrict.
 - g. The street facade of a building shall contain a hedge, potted plants, or trees planted in public right-of-way. The dimensions for such landscape materials shall comply with section 6.04.05 A. of this Code. In the urban center and urban general subdistricts, no hedge shall be planted between the principal building front and the curb of the street, and trees shall be placed in a continuous sidewalk. If necessary, due to right of way conditions, the requirement for trees may be mitigated subject to the approval of the city development director.
 - h. Terminal and interior islands within parking areas may be used for stormwater retention.
 - i. A maximum of 20 percent of the pedestrian arcade walkway may be planted. No plantings are required within the arcade.
2. In the case of renovation development and vacant development as described in the landscape code where the location of required landscaping is precluded by existing buildings or permanent site improvements, the placement of landscaping may occur off-site, in planters, in openings within paved areas, or in other locations as determined by the city development director.

(Ord. No. 1872-02, § 1, 10-10-02; Ord. No. 1922-03, § 1, 3-10-03)

Sec. 3.01.04. Architectural standards and regulations.

The following described architectural standards and regulations are governed by the categories of building and activities related thereto and shall apply to new development, to substantial renovation, to renovation development, to renovation and to building exterior refinishing. It is the responsibility of the applicant to demonstrate to the satisfaction of the city development director that any alternative building or other materials have at least a ten-year history of successful application in climates that are comparable to the City of Stuart.

- A. *Building walls.* The exterior walls of the principal building shall be constructed of any of the following materials and in the following specified manner. All materials shall be used over the entire building or as continuous horizontal bands only. No panelizing shall be permitted or other simulations except as noted below.
 1. *Materials.*

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- a. Stucco with a "float finish," smooth or coarse, machine spray, dash and troweled.
 - b. Wood clapboard five inches to the weather.
 - c. Wood shingles seven inches to the weather.
 - d. Cement siding, or similar composite plank in individual clapboard-style boards, which has a proven successful application in a climate comparable to Stuart's of not less than ten years.
 - e. On residential buildings only, wood board or batten board of a board width from eight inches to 12 inches.
 - f. Wood shiplap siding, smooth face, seven inches to the weather.
 - g. Coral, keystone, or tabby.
 - h. Modular unit masonry, either brick or concrete, coursed in regular ashlar pattern, flush sawn, wire cut, or sand finish.
 - i. Cast stone.
2. *Other design standards.* Except for single-family residential, all developments which are less than 20,000 square feet shall incorporate a minimum of four of the following building design standards, and all developments which exceed 20,001 square feet shall incorporate a minimum of five of the following building treatments:
- a. Overhangs;
 - b. Arcades as defined by this Code;
 - c. Sculptured artwork and/or fountains;
 - d. Raised cornice parapets over doors;
 - e. Peaked roof forms;
 - f. Display windows;
 - g. Ornamental and structural architectural details, other than cornices, which are integrated into the building structure and overall design;
 - h. Clock or bell towers;
 - i. Decorative landscape planters or planting areas, a minimum of five feet in width, and areas for shaded seating consisting of a minimum of 100 square feet;
 - j. Integration of specialty pavers, or stamped, colored concrete along the building's walkway to constitute a minimum of 60 percent of walkway area;
 - k. Water elements, a minimum of 50 square feet in area; and
 - l. Courtyards along the front building facade.

(Ord. No. 1957-03, § 1, 10-13-03; Ord. No. 1978-04, § 1, 6-28-04)

- B. *Roofs and gutters.* The roofs and gutters of the principal building shall be constructed of any of the following materials and in the following specified manner.

1. *Materials.*

- a. Cedar shingles with factory treated class B finish.
- b. Steel, copper and factory painted aluminum standing seam, batten seam, or Bermuda roofing.
- c. Galvanized steel "5-V crimp" roofing panels.
- d. Galvanized metal or copper shingles of Victorian or diamond shape or pattern or of another dimension, which is approved by the city development department.
- e. Asphalt dimensional shingles for residential buildings only.
- f. Built-up roof behind parapets.
- g. Exposed half-round gutters of copper or galvanized steel.
- h. Clay or cement barrel, s-shaped, flat cement, or mission tiles which are a shade of "red," "ochre," "cream" and "white" color shades provided that such coloring is integral to the clay or cement. No glazed or painted clay or cement tiles shall be allowed. No other shape of clay or cement tiles shall be permitted.

(Ord. 1445-95, 1-22-96; Ord. No. 1978-04, § 1, 6-28-04)

2. *Manner.*

- a. Gable and simple hip roofs.
- b. Flat with railings or parapets.
- c. Shed roof attached to a wall higher than the ridge.
- d. Rafters at overhangs shall be exposed.
- e. Pitch:
 - i. On principal building from 5-12 up to 12-12.
 - ii. On sheds, porches and balconies not less than 3-12.
 - iii. Tower roofs may be any pitch.
- f. Aluminum fascia and soffits shall not be allowed.

(Ord. No. 1453-96, 6-1-96)

- g. For buildings which are located not more than five feet from the front property line, gutters must be shielded and may not drain onto the surface of public sidewalks. Gutters may be enclosed within a column or other architectural feature.

(Ord. No. 1841-02, § 3, 6-10-02)

- C. *Arcades and porches.* The arcades and porches of the principal building shall be constructed of any of the following materials and in the following specified manner. No simulations shall be permitted.

- 1. Arcades shall conform to the following requirements:

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- a. An arcade shall have a minimum clear height of 12 feet from the lowest point of the ceiling and a minimum clear width of ten feet in the UC, eight feet wide otherwise.
 - b. Both ends of an arcade must remain open at all times, and the side of an arcade which runs parallel to the building to which it is attached must be open from four feet above grade to its roof.
 - c. With the approval of the city development director, an arcade may be extended over public right-of-way and may include landscape materials or planters, and the display of merchandise or outdoor seating; however, the arcade must maintain at least four feet of open sidewalk width under cover to allow for unobstructed pedestrian circulation.
 - d. Arches or lintels shall be not less than 16 inches in depth. Masonry piers shall be no less than 16 inches by 16 inches and wood posts shall be no less than eight inches by eight inches. Balusters shall be separated not more than five inches on center.
2. Porches shall conform to the following requirements:
 - a. A porch shall include columns no less than four inches by four inches that support its roof and floor.
 - b. A porch shall have a minimum depth of six feet.
 - c. Porches which are 30 inches above grade must meet the building code's standards for railings and railing heights. Porches which are lower than 30 inches above grade may have railings between 36 inches and 42 inches in height or may be open, the latter subject to approval via a minor Urban Code conditional use.
 3. Materials shall either be of wood or conform to the construction materials of the principal building. Alternatively, round steel columns may be used on Flagler Avenue west of Colorado Avenue, and on Osceola Street and Seminole Street.

(Ord. No. 1978-04, § 1, 6-28-04)

- D. *Windows and doors.* The windows and doors of the principal building shall be constructed with any of the following materials, configurations, operations and options.
 1. *Materials.*
 - a. Glass.
 - i. Clear, low-e, stained, or leaded and beveled.
 - ii. On side and rear elevations, translucent glass may be used.
 - iii. Tinted glass may be used; however, in no case shall a streetside display window be of tinted glass other than to meet current energy efficiency codes.
 - iv. Glass block may be used for architectural accents only.
 - b. Frames.
 - i. Painted and stained wood.

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- ii. Aluminum and vinyl-clad wood.
 - iii. Steel and aluminum.
 - c. Flat skylights in sloped roofs.
 - 2. *Configurations.*
 - a. Square and vertical rectangular.
 - b. Circular and semi-circular.
 - c. Semi-ellipse.
 - d. Octagonal.
 - e. Diamond.
 - 3. *Operations.*
 - a. Single and double hung.
 - b. Casement.
 - c. Fixed with frame.
 - d. Awning windows.
 - e. On side and rear elevations, sliders may be used.
 - f. Jalousie windows are prohibited, except as replacement windows.
 - 4. *Options.*
 - a. Operable wood shutters which are sized to match openings.
 - b. Fabric awnings excluding quarterballs.
 - c. Bahama shutters.
 - d. Screened windows and doors.
 - e. Security grills of a pattern approved by the city development director.

(Ord. No. 1978-04, § 1, 6-28-04)

- E. *Garden walls.* The garden walls of the principal building shall be constructed of either wood, wrought iron, simulated aluminum wrought iron, or PVC lattice, or shall conform to the construction materials of the principal building, including stone, brick, and stucco. Chain link fence concealed by landscaping may be used along the side and rear of the property provided that no chain link fencing is visible from public right-of-way. No simulations shall be permitted. All chain link fences must be black or dark green vinyl-clad.

(Ord. No. 1978-04, § 1, 6-28-04)

- F. *Outbuildings.* Outbuildings permitted within the Urban Code District shall be constructed of the same materials used in the principal building. Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas and detached garage apartments and "granny

flats." Canvas outbuildings are not permitted. There shall be not less than five feet of separation between the outbuilding and the principal building.

Outbuildings shall conform to the following requirements:

1. Only one outbuilding per principle building is permitted.
2. Outbuildings are subject to a minimum five-foot side and rear yard setbacks from the property line, with the exception of the Urban Waterfront (UW) Subdistrict. On corner lots the side setback shall be ten feet.
3. Outbuildings shall not exceed a maximum building footprint of 1,000 square feet and a maximum gross floor area of 2,000 square feet.
4. Outbuildings shall not exceed 30 feet in height. Outbuildings may not exceed the height of the principal building on the same property.
5. An outbuilding may have an unenclosed porch of up to 50 percent of the gross floor area of the outbuilding.
6. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by landscaping, lattice or other screening material that is not less than 42 inches in height.
7. Outbuildings may be connected to the principal building by a covered walkway element, trellis, or other structural link, which shall not be enclosed so as to create occupiable space.
8. Outbuildings may be connected to an outbuilding on an adjacent property and shall be structurally separated by a fire wall on the common boundary line and shall have a five-foot minimum rear yard setback.

(Ord. No. 1978-04, § 1, 6-28-04)

- G. *Building colors and finishes.* All exterior building wall colors used within the Urban Code District shall be restricted to muted pastel or earth-toned shades. The use of black or florescent colors is prohibited as a predominant exterior building color. Exterior colors shall be approved by the city development director. Building trim may be any color. Wall murals shall be permitted on any structures, and shall require the approval of a minor Urban Code conditional use. Building roofs shall be a solid color; however, a variegated roof color scheme consisting of approved roof colors may be permitted by the city development director.

(Ord. No. 1946-03, § 1, 7-21-03; Ord. No. 1978-04, § 1, 6-28-04)

- H. *Prohibited uses in front yard.* The following uses shall be prohibited within all Urban Code Districts:
1. Clothes lines and other clothes drying apparatus.
 2. Electrical meters.
 3. Air conditioning equipment, including window units on the building facade.

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4. Antennas and satellite dishes.
 5. Chain link fences.
 6. Fences greater than four feet in height.
 7. Stockade fences.

(Ord. No. 1978-04, § 1, 6-28-04)

- I. *Sidewalks.* When a permit for new construction or renovation is issued, the owner shall be responsible for the installation of a minimum six-foot wide, continuous sidewalk along the entire length of the parcel frontage that abuts a public street. Where identified by the city development director, sidewalks shall be constructed of paver block, brick or pink concrete.
- J. *Lighting.*
 1. The use of neon exposed lighting on any property is prohibited.
 2. All building and site lighting fixtures shall be decorative.

(Ord. No. 1978-04, § 1, 6-28-04)

- K. *Elevated buildings.* Permitted in all urban subdistricts. Parking is prohibited beneath an elevated building.

(Ord. No. 1978-04, § 1, 6-28-04)

- L. *Parking located within a building envelope.*
 1. Except as provided below and for the Old Downtown District, parking located within a building envelope, below, above, or at grade, may be permitted in all Urban Code subdistricts by a major Urban Code conditional use:
 - a. A single family home shall not require a major Urban Code conditional use to provide parking located within a building envelope.
 2. Parking located within a building envelope shall conform to the following requirements:
 - a. Buildings which have parking located within the envelope shall be consistent with the design of the facades and the street side shall be entirely screened. When feasible, landscaping shall be installed along the ground floor facade, within the public sidewalk and within on-street landscape islands.
 - b. Access drives into the parking area on the ground floor shall be limited to one drive aisle at a maximum of 24 feet in width for buildings less than 100 linear feet in width and two drive aisles at a maximum of 24 feet in width each for buildings 100 linear feet in width and greater. If the property is adjacent to an alley two drive aisles at a maximum of 24 feet in width each shall be permitted for buildings less than 100 linear feet in width. The development director may permit two 12-foot drive aisles for buildings less than 100 square feet in width.

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- c. A parking level construction entirely below the lowest permissible finished first floor elevation shall not be deemed a story. The visual impact of garage doors shall be minimized through architectural design.

(Ord. No. 1978-04, § 1, 6-28-04)

M. *Balconies.* Balconies shall conform to the following requirements:

1. On corner lots, a balcony shall extend along two street facades, but it does not have to be continuous.
2. A balcony may extend over a public sidewalk or right-of-way but may not be designed or used as a means of building ingress or egress above a public right-of-way.
3. Where balconies are required, the aggregate length of balconies shall be not less than (50 percent) of the building facade at the floor level from which it projects on each floor level.
4. A balcony shall have a minimum clear height of ten feet at ground level above sidewalks and a minimum depth of three feet.
5. "Paris" balconies, having a minimum projection from the building face of 12 inches and a wrought iron railing, are permitted, if the balcony is accessed by French doors.

(Ord. No. 1978-04, § 1, 6-28-04)

N. *Screens.* All rooftop utilities and facilities such as air conditioning units, as well as all exterior mechanical equipment, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.

(Ord. No. 1978-04, § 1, 6-28-04)

O. *Signage.* The use of exposed neon tubing, or similar, on any property is prohibited. All signage in the Urban Code District shall comply with the sign requirements as described in section 6.11.00, the sign code, with the following exceptions:

1. Backlit sign panels and internally illuminated cabinet signs shall be prohibited.
2. Signs affixed to the exterior of a building should be architecturally compatible with the style, composition, materials, colors and details of the building and with other signs used on the building site.

(Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2014-05, § 1, 2-14-05; Ord. No. 2145-07, § 1, 11-26-07)

P. *Fences.* Fences shall adhere to the requirements in section 6.09.05, except for the following; fences located in the front yard shall have a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a fence may be six feet in height. Chain link fence concealed by landscaping may be used along the side and rear of the property provided that no chain link fencing is visible from public right-of-way. No simulations shall be permitted. All chain link fences must be black or dark green vinyl-clad.

(Ord. No. 1978-04, § 1, 6-28-04)

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- Q. *Architectural feature.* Tower features shall not be more than 300 square feet in area and shall not be more than 15 feet above the maximum building height. Architectural features may encroach into a setback the lesser of five feet or 60 percent of the width of a setback. For facades built with a zero setback, cornices, parapets, and bay windows at upper stories may project a maximum of three feet.

(Ord. No. 1978-04, § 1, 6-28-04)

- R. *Parapet walls.* A parapet wall shall not exceed 24 inches in height, provided however, a greater height of up to ten feet may be permitted by the city development director if necessary to conceal rooftop utilities such as stairway and elevator bulkheads and other roof equipment, or to achieve architectural enhancement. No height of greater than 24 inches shall be permitted for more than 40 percent of any facade of a building. A parapet wall shall be designed to be consistent and compatible with the design and treatment of the facade of the structure.

(Ord. No. 1978-04, § 1, 6-28-04)

- S. *Residential rooftop use occupancy.* Residential uses occupancy of a flat rooftop which are ancillary to residential occupancies shall be limited to uses which are ancillary to residential occupancies only and shall be enclosed by a code-compliant safety railing or other approved barrier. Except as otherwise permitted by this code, no permanently affixed structures, including, gazebos, trellises, or other similar structures shall be allowed on the roof of a four-story building. Maintenance and repairs shall not be deemed occupancy as that term is used in this paragraph.

(Ord. No. 1978-04, § 1, 6-28-04)

- T. *Rooftop dining.* Rooftop dining, as defined by this Code, are permitted as a major conditional use, and in accordance with the supplemental regulations set forth in Section 2.06.19.

(Ord. No. 1978-04, § 1, 6-28-04)

Sec. 3.01.05. Old Downtown District regulations.

- A. *Urban code district regulations applicable in the Old Downtown District.* Except as amended or superseded by the regulations in this section, all development regulations set forth in this Urban Code and in this Code shall apply in the Old Downtown District.
- B. *Building height.* The maximum building height is three stories or 35 feet. There is no major Urban Code conditional use available for an additional story or building height in the Old Downtown District.
- C. *Roofs.* All buildings constructed in the Old Downtown District shall be a flat roof design. An alternative design may be permitted by major Urban Code conditional use.
- D. *Vehicle access prohibited.* Within the Old Downtown District vehicle access to properties shall be prohibited from all property fronting S Colorado Avenue, SW Flagler Avenue, SW Osceola Street, and SW St Lucie Avenue.

E. *Elevated buildings.* Permitted in all urban subdistricts. Parking is prohibited beneath an elevated building.

F. *Parking located within a building envelope.*

1. Parking located within a building envelope in the Old Downtown District on the city block between SW Flagler Avenue and SW Osceola Street is prohibited.
2. Parking located within a building envelope in the Old Downtown District on the city block between SW Osceola Street and SW Seminole Street shall have occupiable space at a minimum 50 percent of the ground floor area of a building. The building facade fronting SW Osceola Street shall be 100 percent occupiable space.

(Ord. No. 1978-04, § 1, 6-28-04)

G. *Parking.* Additional parking requirements for this district are set forth in section 3.01.03.

(Ord. No. 1978-04, § 1, 6-28-04)

H. *Dumpsters, enclosures.* All development within the Old Downtown District is exempt from the 'dumpster enclosure' requirements set forth in this Code.

Sec. 3.01.06. Urban code conditional use requirements.

A. *Major and minor Urban Code conditional uses.* As provided below, the city commission may grant a major Urban Code conditional use and the city community redevelopment board may grant a minor Urban Code conditional use. The review of major and minor Urban Code conditional use applications shall follow the procedures set forth in section 11.01.10 relating to major conditional use approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, burden of proof, revocation and expiration. Approval of an Urban Code conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code, the CRA redevelopment plan, the city comprehensive plan and will measurably improve the form, function and traditional neighborhood characteristics of the Urban Code District. The procedure for a major Urban Code conditional use shall follow the procedures set forth at section 11.01.10 with respect to submittal information and required notice for a major conditional use approval. The procedure for a minor Urban Code conditional use shall follow the procedures set forth in section 11.01.10 with respect to submittal information and required notice for a major conditional use approval; however, mailed notice shall only be required to be provided to property owners which are directly abutting the subject property, and a minor Urban Code conditional use shall be granted by the city community redevelopment board.

1. *Minor Urban Code conditional use.* A minor Urban Code conditional use shall be required for relief from the following regulations of the Urban Code;; public art, and architectural materials.
2. *Major Urban Code conditional use.* A major Urban Code conditional use shall be required for relief from the following regulations of the Urban Code; density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the Old Downtown District, number of stories, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and architectural requirements.

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- a. *Review.* Upon submittal of an application for a major Urban Code conditional use the city development department shall review all applicable portions of this code and the comprehensive plan and shall make a recommendation to the community redevelopment board followed by a recommendation to the city commission. Prior to its consideration by the city commission, the city community redevelopment board shall review the application and make an advisory recommendation thereon to the city commission. A major Urban Code conditional use may be granted by the city commission upon a determination that the design objectives set forth in this section and site qualitative design development standards set forth in section 6.00.04 have been substantially satisfied. Unless a longer timetable is granted by the community redevelopment board and city commission, a building permit shall be obtained no later than 12 months from the approval date of a major Urban Code conditional use. A certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.
- b. *Design objectives.* The design objectives established in this section are intended to promote superior site and building design and shall be applied by the city in the review of a development plan. In order to achieve substantial conformance with the design objectives the city commission may impose development conditions and operational requirements in order to satisfy the design objectives. A major Urban Code conditional use may be granted only when an applicant presents clear and convincing evidence that the proposed development will result in a superior product that is compatible with the surrounding neighborhood and achieves substantial conformance with the design objectives outlined in this section.
1. *Building height.* The proposed building is proportional and complimentary to surrounding buildings in the area.
 2. *Additional building setbacks.* Three- and four-story buildings have an additional five-foot setback on each side.
 3. *Mixed residential unit types.* The proposed development includes a mix of one- and two-bedroom rental apartments 1,000 square feet or less of gross floor area.
 4. *Architectural treatments.* Architectural treatments on the principal building facade should be continued around all sides of the building that are visible from the public realm.
 5. *Architectural features for mixed-use buildings.* In mixed-use buildings, the ground floor shall be differentiated from upper floors through the use of strong cornice lines, awnings, distinct but compatible exterior colors or materials, exterior lighting, colonnades or overhangs that cover the sidewalk, increased setback for upper floors or similar treatments.
 6. *Defined entrance.* The primary building entrance is a prominent feature that is well lit and visible and directly accessible from a public street. To the extent possible, the primary building entrance should be defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements.

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7. *Pedestrian amenities.* Pedestrian amenities in the form of benches, potted plants, flower boxes, outdoor patio area, murals, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.
 8. *Patio gardens.* The proposed structure incorporates gardens which include a mixture of flower boxes, arbors, trellis, flowering vines, and other landscaping materials.
 9. *Varying roof lines.* Roofs shall have three or more roof slope planes per primary facade, sloping roofs or have vertical roof changes with a minimum change in elevation of two feet.
 10. *Elevation plane variation.* The elevation plane variation is identified as the exterior wall of a structure or building. For planes 50 feet or less, the secondary plane shall project at least two feet from the primary plane and make up at least five percent of the entire elevation. For planes larger than 50 feet, the secondary plane shall project at least two feet from the primary plane and make up at least 30 percent of the entire elevation.
 11. *Blank walls.* Long, windowless, uninterrupted walls shall be avoided. Transparent windows or faux windows or shutters shall comprise at least 30 percent of street and water side exterior elevations and blank wall areas shall not exceed ten feet in vertical direction and 20 feet in horizontal direction of any facade.
 12. *Solar hot water, electric, or air.* Installation of solar water heaters, photovoltaic panels, and/or solar space heating (either passive or active) systems. Solar facility shall be installed for each individual residential or non-residential unit through a common system supplying each residential or non-residential unit. The solar unit shall be designed to be the primary heat or electrical source for the residential or non-residential unit being served.
 13. *Enhanced landscaping.* Landscaping shall be planted over and above city code requirements with respect to size, quantity, and quality.
 14. *Improvements to the surrounding neighborhood.* The applicant proposes to make improvements such as; burying utility lines, replacing existing sidewalks with stamped concrete or pavers, providing pedestrian walkways constructed of stamped concrete or pavers, or other improvements.
 15. *Green Space.* The development preserves open space,
 - a. A tot lot or park is provided on site.
 - b. Land is donated to the city to use as public green space.
 - c. A monetary contribution is made to the city public enhancement fund.
 - d. An additional vista(s) of at least five feet is provided in the Urban Waterfront Subdistrict.
 16. *Decorative paving.* The development includes the use of brick pavers or stamped or color concrete, in accordance with city specifications, on the site.

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17. *Historic preservation.* For buildings identified in the City of Stuart update to the 1991 historic property survey dated April 2003 and any subsequent updates thereof; or any other structure which has local architectural, historical, or cultural significance, the following shall apply:

- a. The existing facades of historic structures are preserved and incorporated into the overall design of the proposed development.
- b. Any expansion of an existing building is historically or architecturally consistent with the existing building.
- c. Historic structures are relocated within the city limits, within Martin County, or outside Martin County.
- d. A monetary contribution is made to the relocation of historic buildings fund.

(Ord. No. 1978-04, § 1, 6-28-04; Ord. No. 2014-05, § 4, 2-14-05; Ord. No. 2062-05, § 1, 1-6-06; 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.01.07. Reserved.

Sec. 3.01.08. Public art.

- A. *Intent.* The intent of this section is to further the commitment of the city to the aesthetic enrichment of the Urban Code District through the private acquisition of works of art so that citizens and visitors to the Urban Code District of the city will be afforded an opportunity to enjoy and appreciate works of art.
- B. *Applicability.* The provisions of this section shall apply to all new development and substantial renovations in the Urban Code Districts, including the Creek District, with the exception of a duplex, single-family home and single-family home subdivisions.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- C. *Requirements for receiving building permit.* All new development and renovation development pursuant to chapter XII shall elect one of the options listed below prior to the issuance of a building permit:
1. Provide work of art on the development site provided the work is an original and must be created individually by a professional artist or team of artists. Bronze sculptures in limited editions of not more than 50 in all sizes and materials by a single artist are allowed. The value of the work of art shall not be less than one percent of the vertical construction cost of the development. The nature of the work of art shall be proposed by the developer and shall be submitted to the city's community redevelopment board which shall review the proposal for conformity with the public art standards set forth below. An approved work of art shall be incorporated into the site plan, public lobby floor plan or the landscape plan for the development as part thereof.
 2. Contribute an amount equal to or greater than one percent of the vertical construction cost in lieu of providing a work of art, a developer may pay the sum of one percent of the vertical

construction cost into the public art trust fund described below. Such payment shall be made prior to issuance of a building permit for any portion of the development.

3. If the value of on-site work of art proposed on the development site is less than one percent of the vertical construction cost of the development, a developer may have an option to contribute the remaining balance of the public art fee to the public art trust fund as described below.

D. *Performance security required.*

1. If a work of art has not been approved by the community redevelopment board at the time of application for a building permit, the permit applicant shall provide a performance security bond or other surety acceptable to the city, in the amount of one percent of the value of the vertical construction which shall be posted until the work of art is approved by the community redevelopment board. The cost estimate or bid for work of art shall be provided by the artist or representative and accepted by the city. The surety may be extended no more than 12 months from the original surety expiration date. This surety shall be cancelled, or returned when the work of art has been approved by the community redevelopment board.
2. In the event an approved work of art has not been properly constructed and installed prior to the issuance of the first certificate of occupancy for any portion of the development, the permit applicant shall provide a performance security bond or other surety acceptable to the city, in the amount of one percent of the value of the vertical construction which shall be posted until the work of art is completed. The surety may be extended no more than 12 months from the original surety expiration date. This surety shall be cancelled, or returned when the work of art has been properly constructed and installed. The surety may be forfeited to the public art trust fund, and the developer and property owner cited with a code violation for failing to provide the required work of art.

- E. *Application for work of art for development projects.* An application for a minor code conditional use shall be made to construct and install a work of art. The application shall include the artist's resume and portfolio establishing the artist's credentials and abilities, a detailed description of the work of art, its proposed location on the development site and the cost evaluation as set forth below. Drawings and renderings depicting the artist(s) portfolio, the proposed work of art in terms of size/scale, color, shape,

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

- F. *Standards for work of art.* The community redevelopment board shall be governed by the following criteria in the exercise of their discretion to approve, approve with conditions, or disapprove the proposed installation of public art. In specific cases, the board shall have the authority to exercise discretion and approve a proposal that proves to be an exceptional work of art yet does not meet all of the following criteria.

1. The proposed art conforms to the definition of public art contained in this section;
2. The proposed art meets or exceeds the valuation requirement as provided herein;
3. The proposed art meets the location requirements;
4. The proposed art is visible from a public right-of-way and will enrich the open space;

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5. The proposed art is of exceptional quality and enduring value;
 6. The proposed art is an appropriate scale to the development site;
 7. The proposed art is compatible with the neighborhood and not injurious to the neighborhood or otherwise detrimental to the public welfare;
 8. The proposed art work reflects cultural diversity;
 9. The proposed art does not constitute a safety hazard;
 10. The proposed art does not require extraordinary maintenance.
- G. *Maintenance of work of art.* A work of art provided and located on public or private property pursuant to this section shall be and remain the sole property of the property owner. The property owner shall be responsible for maintenance and care of the public work of art. A constructed and installed work of art approved pursuant to this section shall be retained on site in its approved condition and location and shall not be removed, replaced or altered without prior approval of the community redevelopment board.
- H. *Removal or replacement.* After a work of art has been approved by the community redevelopment board, such works of art shall be retained on site in its approved location and shall not be removed without prior approval of the community redevelopment board unless replaced with a reasonably equivalent replacement work of art, except when deemed to be unsafe by the building official, in which case it must be replaced within 12 months. This includes displacement damages by natural disasters, in which case the replacement timeframe shall be at the discretion of the development director.
- I. *Additional public works of art.* Following the construction and installation of a required work of art approved pursuant to this section, additional works of art are encouraged and may be constructed and installed without the approval of the community redevelopment board.
- J. *Public art trust fund created.*
1. There is hereby created a public art trust fund for the deposit of payments made in lieu of the construction and installation of a work of art as required in this section.
 2. Funds in the public art trust fund shall be used solely for the selection, acquisition, transportation, installation, maintenance and promotion of works of art to be displayed in the city and all expenditures from the fund for such purposes shall be approved by the community redevelopment agency. The cost of insurance for public art located on property owned by the city may be paid with funds in the public art fund.
 3. All works of art purchased with funds in the public art trust fund shall be and remain the sole property of the city.
 4. The public art fund shall be kept in an interest bearing account, separate from general revenues and all accrued interest shall be deposited in the public art fund.
- K. *Process for commissioning artworks for public right-of-way or public places.*
1. *Artist identification.* The community redevelopment board will make a recommendation to the community redevelopment agency on the selection process that will be used for each particular project. The options for selecting artwork are:

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- a. *Direct purchase.* An existing artwork is selected for a particular project.
 - b. *Commission purchase (or invitation).* Artist is chosen to create a site-specific work of art.
 - c. Limited or open competition:
 - 1) *Limited.* One or more artists are invited to submit proposals for selection.
 - 2) *Open.* Any artist may apply subject to criteria established by the community redevelopment board in the "call for artists."
 1. Request for qualification (RFQ) may be used when the commissioning body is interested in a larger pool of applicants for a project. Applicants are asked to submit qualifying material only (resume, images of past work, letter of interest, etc.) that a panel will use to determine suitability for the project. Based on the qualifying materials submitted, the pool of applicants is narrowed by a panelist to 3—5 artists to move forward in the competition. Finalist may be asked to submit a more detailed proposal, visit the site or make a presentation.
 2. Request for proposal (RFP) may be used to look for proposals for a specific project/site/theme. Artists are asked to submit qualification materials and a proposal for the project.
 2. *Review of submittals.* The community redevelopment board shall review the submittals and make a recommendation to the community redevelopment agency. The final selection may be made by the community redevelopment agency or the community redevelopment agency with one or more additional participants (referred to as "panelist") as each project dictates. These may include a representative of the site/building/community where the artwork to be located, a local artist (not eligible for commission) or outside art/public art expert, other experts in the area of architecture, landscape architecture, engineering, urban planner, etc.
 3. *Review process/criteria.* The community redevelopment board and community redevelopment agency or panelist may review the submitted visual material simultaneously with the written material. Artists are selected to move forward in the process based on set criteria, which may include but not limited to:
 - a. Quality, creativity and strength of past work as indicated by visual materials submitted.
 - b. Technical competence demonstrated by past work.
 - c. Understanding of the project goals as indicated in the RFQ or RFP.
 - d. Relevance of submitted materials to the project.
 - e. Aptitude of planning and budgeting.
 - f. Experience working on public art projects and demonstrated ability to adapt to meet the project goals as indicated in the RFQ or RFP.
 - g. Commitment to participate with agency/community as part of the concept development.
 - h. Local artist or previous experience working on public art within the city limits.

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4. *Interview.* In the event the community redevelopment agency or panelist cannot make a unanimous decision, finalists may be invited to make a presentation to help finalize the decision. The criteria to select the artist for the project may include but not limited to:
 - a. Artistic excellence.
 - b. Ability to relate the proposed artwork to the site.
 - c. Experience with projects in similar scope and/or type.
 - d. Knowledge of fabrication and installation of public art proposed.
 - e. Ability to be an effective communicator, team player and work with diverse groups.
 - f. Ability to be detail oriented, a problem solver, an efficient project manager with an understanding of schedules and budgets.
 - g. Flexibility/openness of ideas.
 - h. Presented budget in realistic and flexible.
 5. *Contracts.* The contract shall outline the responsibilities, obligations with respect to products and services being provided by the artist, and the conditions desired by the community redevelopment agency or panelist to successfully realize the artwork.
 - L. *Cost estimates required.* Cost estimates for determining valuation of art, posting of security or payment in lieu shall be required from the artist and/or contractor and be presented to city development staff prior to the community redevelopment board hearing.
 - M. *Final compliance.* The property owner will be in compliance with this section after the installation of the public art in accordance with the approved plans, inspection by city development staff and the submittal of five photographs of the artwork on the site and a notarized statement of costs expended that meets or exceeds the requirements.

(Ord. No. 2046-05, § 1, 11-28-05; Ord. No. 2375-2018, § 1, 9-24-18)

3.02.00. EAST STUART NEIGHBORHOOD CODE¹

Sec. 3.02.01. Procedure and process.

- A. *Intent.* The purpose of this Code is to encourage redevelopment, infill development, small business development, affordable housing, historic preservation and restoration, and to promote stability within the East Stuart Neighborhood. This Code provides development incentives, allows for the replication of historic buildings and calls for historically relevant, durable construction which is harmonious with the architectural heritage of East Stuart.

¹Editor's note(s)—Ord. No. 2507-2023, § 1(Exh. A), adopted Feb. 13, 2023, repealed the former §§ 3.02.00—3.02.14, and enacted new §§ 3.02.00—3.02.12 as set out herein. The former §§ 3.02.00—3.02.14 pertained to East Stuart Code and derived from Ord. No. 2062-05, § 1, adopted Jan. 6, 2006; and Ord. No. 2145-07, § 1, adopted Nov. 26, 2007.

- B. *Boundary.* The boundaries of the neighborhood are set forth in section 3.02.02, Regulating plan.
- C. *Applicability.* The provisions of this Code shall only apply to development within the East Stuart Neighborhood and only properties within the East Stuart Neighborhood may utilize the Business and Mixed Use (BMU), General Residential and Office (GRO), and Single Family and Duplex (SFD) designations.
1. The standards and regulations set forth in section 3.02.00 shall apply to new development, amendments to planned unit developments, substantial improvement, and substantial renovation.
 2. An application which includes increased impervious area, new signage, or which would constitute a change of use shall include compliance with section 3.02.09, Landscape and site standards, section 3.02.10, Fence and wall standards, and section 3.02.11, Sign standards.
- D. *Consistency with comprehensive plan.* Applicable Future Land Use designations are listed in Figure ESN-01 Future Land Use and Zoning Consistency.

FIGURE ESN-01 FUTURE LAND USE AND ZONING CONSISTENCY

FUTURE LAND USES IN THE EAST STUART NEIGHBORHOOD			
ZONING CATEGORIES	East Stuart FLU	Recreation FLU	Public FLU
	BMU Business and Mixed Use	-	-
	GRO General Residential and Office	-	-
	SFD Single Family and Duplex	-	-
	MXPUD Mixed-Use Planned Unit Development	-	-
	CPUD Commercial Planned Unit Development	-	-
	-	PSPUD Public Service Planned Unit Development	PSPUD Public Service Planned Unit Development
	-	Recreation	Recreation
	-	-	Public
	-	-	-

- E. *Effective date.* This Code shall be effective at adoption and as amended from time to time.
- F. *Form-based code.* The East Stuart Neighborhood Code is a form-based code that fosters predictable built results and a high-quality public realm by using physical form rather than full separation of uses, as the code's primary organizing principle.
- G. *How to use this Code.* See Figure ESN-02 How to Use This Code.

FIGURE ESN-02 HOW TO USE THIS CODE



H. *Application permits.* No building or other land development permit shall be issued by the development director unless all provisions of this Code have been met, including approved exceptions, based on the development review and approval process.

1. *Pre-application conference.* Before beginning any new development, substantial renovation development, renovation, or demolition on private or public land, applicants are required to schedule a pre-application conference with the development department. A pre-application conference is not required for interior renovations, and may be administratively waved by the development director.

- a. *Preliminary development review.* After the pre-application conference, a preliminary design review may be requested by the development director to include a conceptual site plan, floor plans, and elevations.
- b. At a pre-application conference, the applicant and development department will discuss relevant procedures from chapter XI and required board presentation(s) as outlined in Figure ESN-03, Required board presentations.
- c. The development director may request an applicant host a community workshop including any active neighborhood association or business associations before submitting an application. A community workshop will be required of all major development projects. Applicant shall notify city staff in advance of the meeting and shall submit minutes and sign-in sheets from the community workshop as part of the application.

FIGURE ESN-03 REQUIRED BOARD PRESENTATIONS

		PRE-APPLICATION CONFERENCE	Community Redevelopment Agency CRB SHPB CRA BOARD			BOARD OF ADJUSTMENT	LOCAL PLANNING AGENCY	CITY COMMISSION
Variance	Sec. 8.05.01	✓	✓			✗		
Plat Application	Sec. 11.01.05	✓						✓
Major Development Project	Sec. 11.01.02	✓	✓					✓
Major Conditional Use	Sec. 11.01.11	✓	✓					✓
Zoning Change	Sec. 11.01.09	✓	✓				✗	✓
FLU Change	Sec. 11.01.06 or 11.01.07	✓	✓				✗	✓

2. *Application.* After the pre-application conference and preliminary design review, an application for development shall be submitted to the city development department in accordance with this Code. Except as modified herein, applications for development permits, excluding interior tenant finishes, within the East Stuart Neighborhood shall meet the submittal requirements of plan document as defined in chapter XI. Completed applications shall include Figure ESN-05, Major development projects matrix, and a completed pre-application form from the development department.

FIGURE ESN-04 APPLICATION REQUIREMENTS

APPLICATION REQUIREMENTS
A general vicinity or location map and legal description
Proposed permitted uses, development activities and design
Conceptual building plans
Front, rear, and side architectural elevations with required Frontage Types identified
Finished floor elevation, base flood elevation and crown of road
Documentation related to streets, parking, loading and connections to existing sidewalks
Landscaping including existing tree protection and planned shade trees
Identify any existing historic building as defined by section 5.09.00, Historic preservation
Signage
Conceptual stormwater management plan
Any other documentation as required by the development director in order to demonstrate compliance with this Code

- I. *Major development projects.* Major development projects shall be subject to the major development plan approval process described in section 11.01.02. Major development projects shall be as defined in Figure ESN-05, Major development projects matrix. In addition to the requirements of section 11.01.02, a presentation to the CRB shall be required.

FIGURE ESN-05 MAJOR DEVELOPMENT PROJECTS MATRIX

MAJOR DEVELOPMENT IN EAST STUART NEIGHBORHOOD
A residential project which exceed 20 total dwelling units
A non-residential development over 20,000 square feet in floor area
A mixed-use development over 20,000 square feet in floor area
A public or private institutional development exceeding one acre in land use
Pursuant to section 5.05.02 A.2.c when no practical alternative exists to locating structures on the site to accommodate a historic tree, a major development plan may apply for the removal and replacement of a historic tree

- J. *Conditional use.* The review of a conditional use shall follow the procedures set forth in section 11.01.10 for a major conditional use review. A conditional use shall be granted if the applicant can demonstrate that the request:
- Is consistent with this Code and the city's comprehensive plan;
 - Will further the implementation of the CRA redevelopment plan;
 - Will measurably improve the form and function of traditional neighborhood characteristics; and
 - Has satisfied site qualitative design development standards set forth in section 6.00.04.
- The city commission may impose development conditions and operational requirements including, but not limited to:

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1. *Pedestrian amenities.* Pedestrian amenities in the form of benches, courtyards, shared use-paths, pedestrian lighting, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.
 2. *Green development.* On-site renewable energy generation, indoor and outdoor water use reduction or green development as outlined in section 6.06.00.
 3. *Improvements to the surrounding neighborhood.* The applicant proposes to make improvements such as: replacing existing sidewalks with integral color concrete or pavers in the surrounding neighborhood.
 4. *Require existing overhead utilities to be placed underground.*
 5. *Neighborhood open space.* Neighborhood open space as provided by as described in section 3.04.04 F.2.
 6. *Historic preservation.* Preservation, relocation or a monetary contribution is made to the relocation of historic buildings fund for historic structure as defined within section 5.09.00 A.
- K. *Planned unit development project.* Applications or amendments to a planned unit development project shall outline any deviations from the East Stuart Neighborhood Code. A planned unit development project shall only be granted if the applicant can demonstrate the same standards set forth for conditional uses, section 3.04.1 J.

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.02. Regulating plan.

- A. *Zoning districts in East Stuart Neighborhood.* The following zoning districts are intended to regulate building placement, building height, parking, architectural character, outbuildings, signage, and curb cuts, etc. within each respective zoning district. The requirements vary according to the desired type and intensity of development. All zoning districts promote a compact walkable neighborhood with a variety of housing choices. Three zoning districts are described below:
1. *Business and mixed-use zoning district (BMU).* The BMU zoning district encompasses East Stuart's traditional business area, abutting the south side of Martin Luther King Jr. Boulevard adjacent to Central and East Avenues. The area is currently characterized by several vacant parcels, a few scattered single-family and multi-family residences and a small number of businesses. The desired development pattern of business and office uses with proximity to residential uses promotes a vibrant mixed use neighborhood.
 2. *General residential and office zoning district (GRO).* The GRO zoning district is generally characterized by a mix of single-family, duplexes and multi-family dwellings. The area allows for limited non-residential uses, and permits professional offices.
 3. *Single-family and duplex zoning district (SFD).* The SFD zoning district, at the center of the East Stuart community, is characterized mainly by single-family and duplex dwellings. A portion of the zoning district is restricted to detached dwelling units and does not permit duplexes or townhouses. The area is identified on the regulating plan with a crosshatch.
- B. *Regulating plan.* Figure ESN-06, Regulating plan, and Figure ESN-07, Thoroughfare plan, are the regulating plans that apply to the East Stuart Neighborhood.

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1. *Recommended connections.* Potential future street and alley connections are illustrated on the thoroughfare regulating plan. Future connections are desired new vehicular or pedestrian connections to existing streets or alleys that will improve the overall transportation network. Future connections are not precise alignments or specific locations. The final street designations, exact alignment, location, maintenance responsibility and dedication of these intended links of the transportation network will be determined during the development review and approval process.
 2. *Improved alley candidates.* An improved alley candidate is an existing alley right-of-way which has not yet been improved to the standards in Figure ESN-34, Improved alley. New development adjacent to alley candidates shall dedicate for improvement of alley. The dedication of land for an improved alley allows development to use rear setback with alley setback and may still be included for the purpose of calculating density.

FIGURE ESN-06 REGULATING PLAN

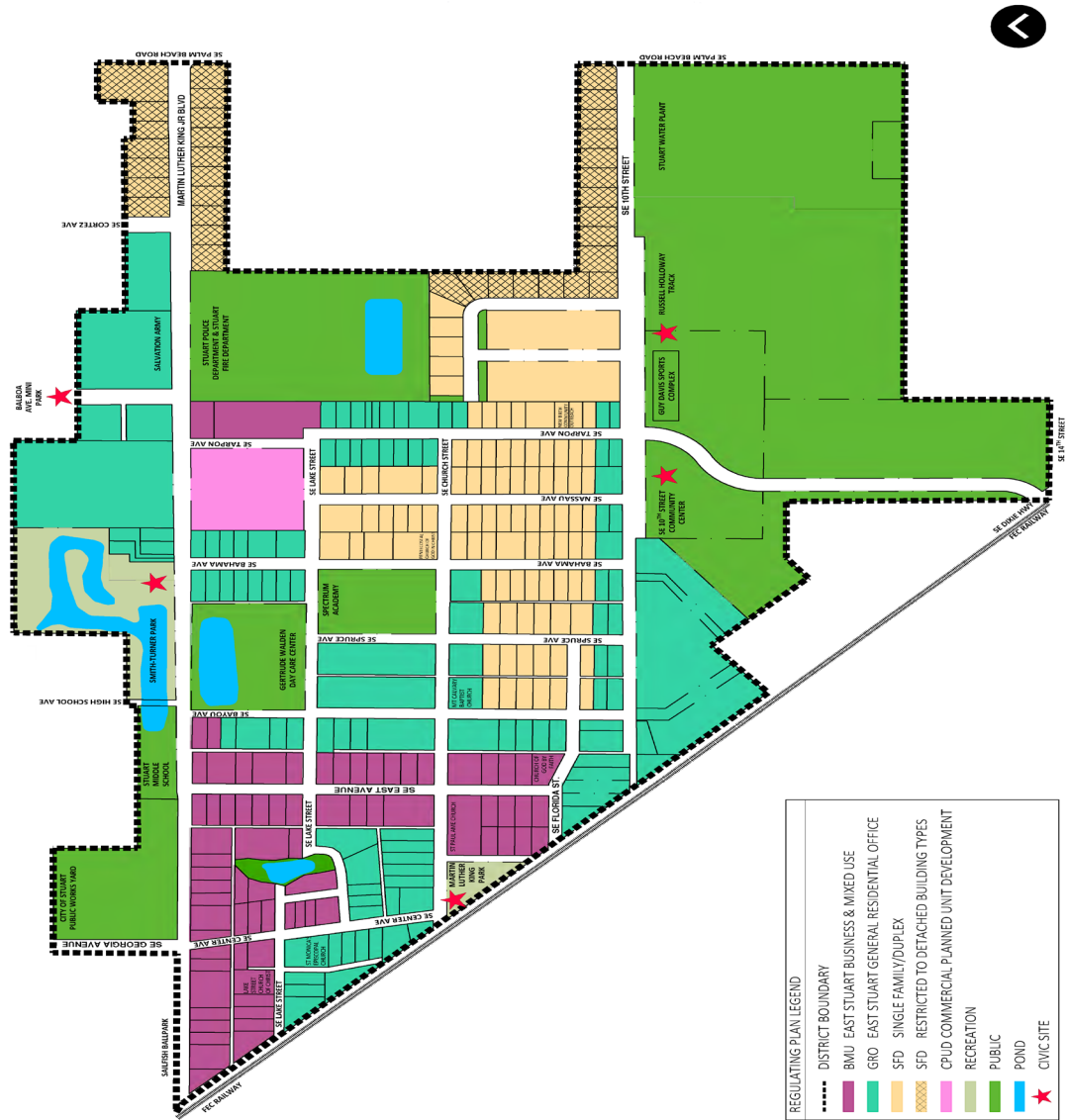
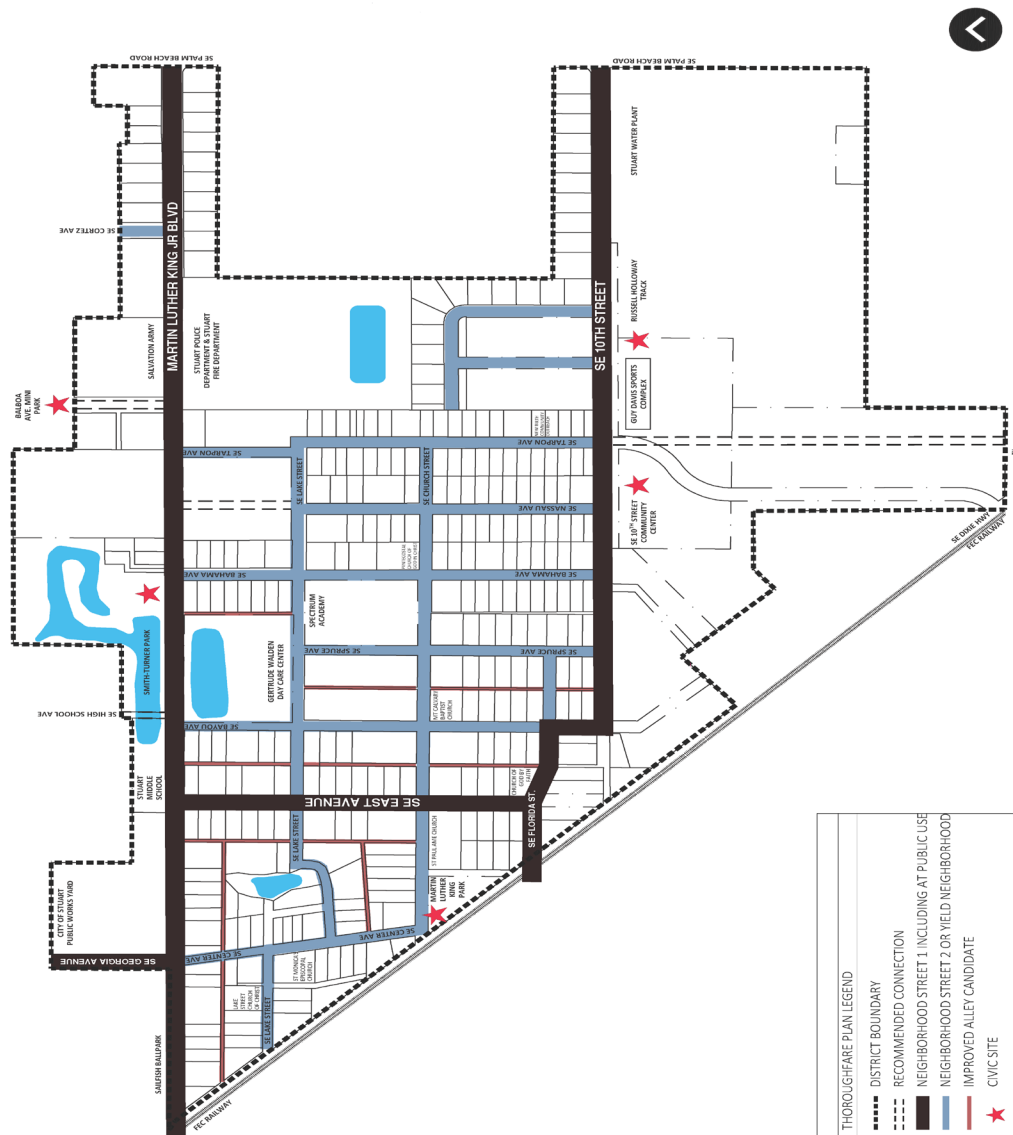


FIGURE ESN-07 THOROUGHFARE PLAN



(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.03. Permitted uses.

A. Figure ESN-08 identifies permitted uses in East Stuart Neighborhood.

1. *Consideration of uses not specifically listed.* If a use is not listed within a zoning district, then the use is not allowed. A proposed use that is not listed within a zoning district, but which is determined by the development director to have a similar character, nature, and impact to a permitted use in that district may be approved through, a determination of comparability by the development director. Conditions may be placed on the decision. A determination by the

development director that a proposed use is not similar to a permitted use may be appealed according to procedures in section **8.07.01.**

2. *Conditional use.* Uses which require a conditional use (CU) approval are marked with "CU."
3. *Non-conforming uses.* Non-conforming uses created by virtue of the adoption of this Code shall be deemed legal non-conforming uses subject to the provisions of section **8.03.00.**
4. Allowed through city commission public hearing process are marked with "A."

FIGURE ESN-08 PERMITTED USES IN THE EAST STUART NEIGHBORHOOD

	Standards for Specific Use	BMU	GRO	SFD	Public	Rec.
Residential Uses						
Single-family dwelling unit		✓	✓	✓	-	-
Duplex dwelling units	Sec. 3.02.03 B.1	✗ <u>A</u>	✗ <u>A</u>	✓	-	-
Multi-family dwelling units		✗ <u>A</u>	✗ <u>A</u>	-	-	-
Accessory dwelling unit	Sec. 3.02.04 G.04	✓	✓	✓	-	-
Mixed-use		✗ <u>A</u>	✗ <u>A</u>			
Family day care home in a residence		✗ <u>A</u>	✗ <u>A</u>	✓	-	-
Group home of six or fewer residents		-	-	✓	-	-
Home occupation	Sec. 3.02.03 B.3	✓	✓	✓	-	-
Transient Residential and Overnight Accommodations						
Hotels/motels		✗ <u>A</u>	-	-	-	-
Rooming and boarding houses		✗ <u>A</u>	✗ <u>A</u>	-	-	-
Bed and breakfast inn		✗ <u>A</u>	✗ <u>A</u>	-	-	-
Institutional Uses						
Adult day care centers (<three acres)		✗ <u>A</u> CU	✗ <u>A</u>	-	-	-
Child care centers (<three acres)	Sec. 2.04.03 B.2	✗ <u>A</u> CU	✗ <u>A</u>	-	-	-
Community centers		✗ <u>A</u>	✗ <u>A</u>	-	✓	✓
Funeral homes without crematoriums		✗ <u>A</u> CU	-	-	-	-
Governmental buildings		✗ <u>A</u>	✗ <u>A</u>	-	✓	-
Libraries		✗ <u>A</u>	✗ <u>A</u>	-	✓	-
Museums		✗ <u>A</u>	-	-	✓	-
Assisted living facilities (<three acres)	<u>Sec. 2.06.03</u>	✗ <u>A</u>	✗ <u>A</u>	-	✓	-
Religious institutions (<three acres)		✗ <u>A</u>	✗ <u>A</u>	✓	✓	-
School—public, private, parochial or technical		✗ <u>A</u> CU	✗ <u>A</u> CU	-	✓	-
Commercial Uses						
Art shops/galleries		✗ <u>A</u>	-	-	-	-

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Banks/financial institutions, excluding drive-in/drive-through		✓ <u>A</u>	-	-	-	-
Barbershops, beauty salons, specialty salons		✓ <u>A</u>	-	-	-	-
Bars		✓ CU	-	-	-	-
Catering shop		✓ <u>A</u>	-	-	-	-
Clubs, lodges, and fraternal organizations		✓ CU	-	-	-	-
Massage therapy establishment		✓ <u>A</u>	-	-	-	-
Microbreweries and craft distilleries		✓ CU	-	-	-	-
Office, business, professional, medical or veterinary		✓ <u>A</u>	✓ <u>A</u>	-	-	-
Restaurants, convenience and general, excluding drive-in/through	Sec. 2.06.13	✓ <u>A</u>	✓ <u>A</u>	-	-	-
Retail sales and service		✓ <u>A</u>	-	-	-	-
Rooftop dining	Sec. 2.06.19	✓ CU	-	-	-	-
Studios, art, dance, music, or exercise		✓ <u>A</u>	-	-	-	-
Theater, excluding drive-in theaters		✓ <u>A</u>	-	-	-	-
Recreational Uses						
Public parks		✓ <u>A</u>	✓ <u>A</u>	✓	✓	✓
Utility and Service Uses						
Public facilities and services		✓ <u>A</u>	✓ <u>A</u>	✓	✓	✓
Public utility		✓ <u>A</u>	✓ <u>A</u>	✓	✓	✓
Telecommunication Uses						
Camouflage telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	Sec. 2.06.11	✓ <u>A</u>	✓ <u>A</u>	-	-	-
Agricultural Uses						
Community gardens	Sec. 2.06.08	✓ <u>A</u>	✓ <u>A</u>	✓	✓	✓
Urban farms	Sec. 2.06.08	✓ <u>A</u>	✓ <u>A</u>	-	-	-
Storage, Transportation and Logistics Uses						
Government provided public parking garages and lots		✓ <u>A</u>	-	-	✓	✓

Private parking garages and lots		✓ CU	-	-	-	-
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B. *Standards for specific uses.* Certain uses have unique characteristics that require the imposition of development standards in addition to those minimum standards which may pertain to the general group of uses encompassing the use. These standards shall be met in addition to all other standards of this Code, unless specifically exempted.

1. *Duplex.* A portion of the SFD zoning district is restricted to detached dwelling units and does not permit duplexes or townhouses. The area is identified on Figure ESN-07 Thoroughfare Plan with a crosshatch.

2. *Child care centers.* Child care centers shall comply with the following standards:

- a. Required square footage of outdoor play area per child shall meet Florida Department of Children and Family Services standards and provide proof of issuance of a state license for such facility;
- b. The outdoor play area is enclosed by a fence having a height of at least five feet in order to prevent passage;
- c. One non-illuminated sign may be permitted to identify the principal structure, but such sign cannot exceed the size and height requirements of the respective zoning district, and cannot contain any advertising other than the name of the business;
- d. The location of outdoor play equipment shall be determined in the site plan review;
- e. Proof of application of a state license for such facility before approval of the conditional use shall be shown and such license must be issued before, or at the same time, any certificate of occupancy or business tax receipt may be issued for such facility.

3. *Home occupations.* Home occupations shall comply with the following standards:

- a. The use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the residential use and shall under no circumstances change the residential character of the dwelling, outbuilding or accessory structures.
- b. The home occupation shall not generate pedestrian or vehicular traffic in greater volume than would normally be expected to the home.
- c. One non-illuminated sign may be permitted to identify the home occupation. The sign shall be mounted flat against a wall within one foot of the entrance to the dwelling or outbuilding in which the home occupation is located, and shall not exceed one square foot.
- d. There shall be no use of utilities or community facilities beyond that normal to the use of the property for residential purposes.
- e. The home occupation shall not employ equipment which creates fire hazards, electrical interference, noise, vibration, glare, fumes, odors detectable to the normal senses outside the dwelling unit. No equipment or process shall be used which creates visual or audible

interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.

- f. A home occupation that involves retail sales or services that require patrons to visit the residence shall be limited to detached single-family dwellings, townhouses or outbuildings and shall require approval of a conditional use process, as provided in section 3.02.01. The permitted hours of operation shall be specified in such approval.
- g. Storage or parking of one commercial vehicle is allowed, provided:
 - i. That such vehicle or trailer is owned or operated by the resident of the property; and
 - ii. That such vehicle is garaged or otherwise screened from view of adjoining properties and any adjoining street. Public service agency vehicles such as law enforcement and those providing emergency response services are exempt.
- h. The use can qualify for all local, state and federal licenses, certificates and permits.
- i. Any violation of these regulations may result in the revocation of any home occupation business tax receipt, in addition to any other remedy for such violation provided in the city's Code. The issuance of a business tax receipt to engage in a home occupation in accordance with this ordinance shall not be deemed to be a change in zoning nor an official expression of opinion as to the proper zoning for the particular property.

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.04. Development standards.

- A. All new development, substantial improvement, and substantial renovation shall comply with the development standards in Figure ESN-09 Development Standards in the East Stuart Neighborhood. Development standards which require a conditional use (CU) approval are marked with "CU."

FIGURE ESN-09 DEVELOPMENT STANDARDS IN THE EAST STUART NEIGHBORHOOD

	BMU	GRO	SFD	Public	Recreation
Lot Size					
Lot area in sf min./max. ¹	None	None	None	None	None
Lot width in feet min./max. ¹	None	None	None	None	None
Building Placement					
Front Build-to-Zone	5'-15'	10'-20'	10'-20'	10'-20'	10'-20'
Side setback at property line, min. in feet	5'	5'	5'	10'	10'
Side setback at street, min. in feet	10'	10'	10'	10'	10'
Rear setback, min. in feet	10'	10'	10'	10'	10'
Building Height					
Building height, max. in stories	3 ²	3 ²	2	3	3
Building height, max. in feet	40' ²	35' ²	35'	40'	40'

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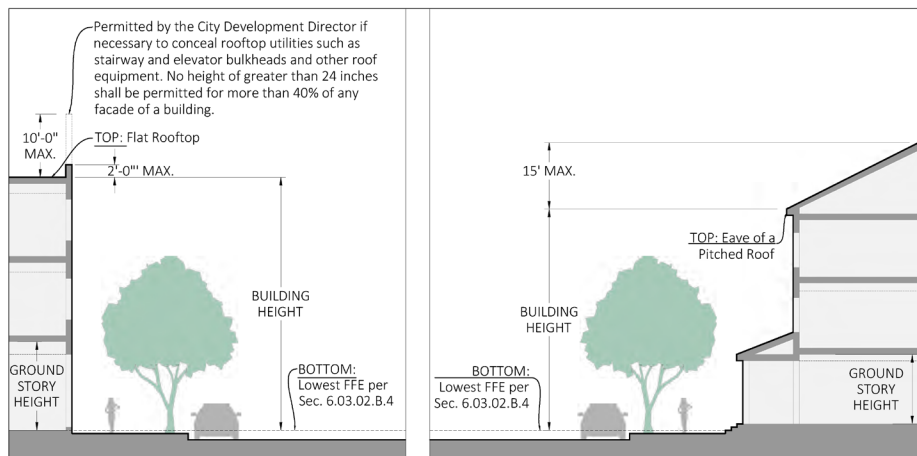
Ground story height, min. in feet	12'	Not Applicable	Not Applicable	12'	12'
Gross Density					
Residential density, max. in units/acre	17 / CU 30	17 / CU 30	17	Not Applicable	Not Applicable
Coverage					
Impervious surface, max. in %	75%	65%	65%	65%	65%
Frontage Types					
Porch	✓	✓	✓	✓	✓
Stoop	✓	✓	✓	✓	✓
Bracketed Balcony	✓	✓	X	✓	✓
Forecourt	✓	✓	X	✓	✓
Arcade	✓	X	X	✓	✓
Storefront	✓	X	X	✓	✓
Parking Placement, see Sec. 3.02.07, Access and Parking Standards					
Footnote:					
¹ For existing parcels with assigned parcel ID numbers at the effective date of this Code <u>September 5, 2024</u> . The newly platted lots parcel of records have a minimum lot size of 4,365 6,000 sf.					
² Four stories and up to 45' requires a PUD and Community Workshop and Outreach as described in Sec. 3.02.01 H.1.c					

B. Building placement.

1. *Build-to-zone (BTZ).* Setbacks are measured from the property line and are defined in chapter XII.
2. *Setbacks.* Setbacks are measured from the property line and are defined in chapter XII. [See also] section 2.04.04, Supplemental building setback requirements.
3. *Primary facade.* Main entries shall be prominent and orientated to the street.
 - a. The primary facade shall be generally parallel to the right-of-way, located in accordance with the build-to-zone of the zoning district.
 - b. The primary facade shall face existing roadway(s).
 - c. The location of the primary facade is not changed by the projection of architectural elements such as cornices, bay windows, awnings, balconies, or stoops.
 - d. On corner lots, the primary facade shall extend to the corner, respective of all required setbacks and visibility triangles, or a neighborhood open space shall be provided.

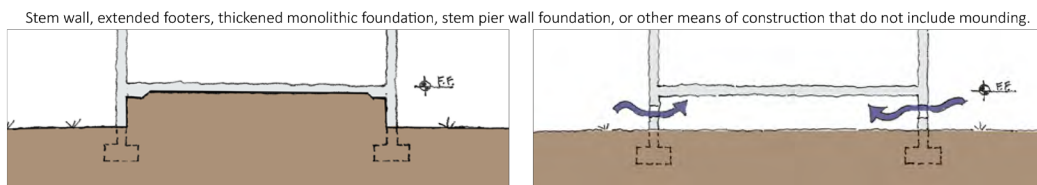
C. Building height. Building height is measured in accordance with section 2.04.07, Supplemental building height. See Figure ESN-10 for illustration.

FIGURE ESN-10 ILLUSTRATION OF MEASURING HEIGHT



1. **Ground story height.** Minimum ground story heights are provided for zoning districts. Ground story height is measured as the clear height from finished floor elevation to the underside of structure above.
2. **Finished floor elevations.** For the purpose of minimizing stormwater impacts, the finished floor elevations of surrounding properties shall be taken into consideration in establishing the finished floor elevation of the new structure. If new construction has a floor level higher than natural grade, the foundation shall provide for the rise in floor level, rather than mounding fill to the building perimeter. Minor grading not to exceed two percent directing water away from building to established drainage is allowed. Sections 6.03.01 G.2 and 6.03.02 B.4 apply for all habitable spaces. They do not apply for non-habitable spaces such as garages and storage. See illustrated examples in Figure ESN-11, Alternatives to foundations on fill.

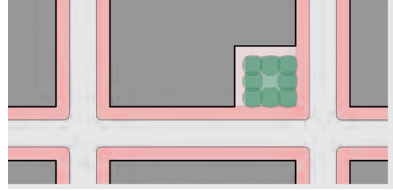
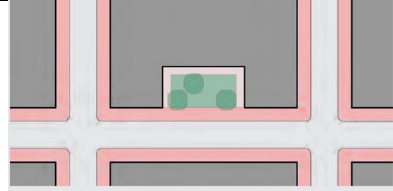
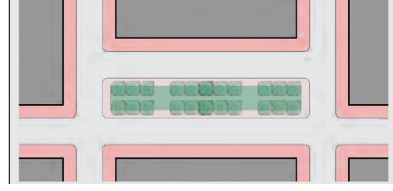
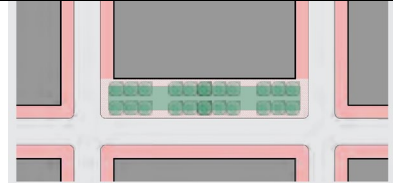
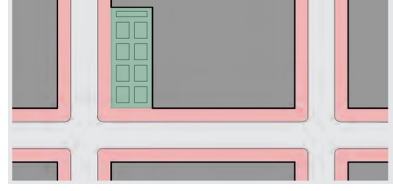
FIGURE ESN-11 ALTERNATIVES TO FOUNDATIONS ON FILL



- D. **Building massing.** Buildings shall not have a horizontal length or width of 150 feet or greater. No horizontal length or uninterrupted curve of a primary facade shall exceed 100 linear feet.
- E. **Coverage.**
 1. **Impervious surface.** See section 2.04.03, Supplemental impervious surface coverage requirements.
 2. **Neighborhood open space.** Neighborhood open space is an outdoor space accessible by the general public, improves the pedestrian environment, and serves as an amenity for the neighborhood. Neighborhood open space shall provide low impact development strategies to

promote improved stormwater treatment. Examples of *neighborhood open space* which can be implemented are shown in Figure ESN-12, Neighborhood open space types.

FIGURE ESN-12 NEIGHBORHOOD OPEN SPACE TYPES

	SIZE	DESCRIPTION	ILLUSTRATION
GREEN	≤1,500 sf	A green is at least 1,500 square feet in size and adjoins streets on at least two sides or a street and a pedestrian passageway or main building entry. Greens are designed primarily for passive uses, consisting primarily of lawn with either formally or informally arranged landscaping and shade trees.	
	≤ 2,500 sf	Playgrounds provide children's play equipment and are shaded with shade trees or shade structures. Playgrounds adjoin a street on at least one side and the configuration shall ensure easy surveillance of the area from adjacent buildings and streets.	
SQUARE	≤ 10,000 sf	A square adjoins streets on at least three sides. Squares may be up to 50% hardscaped, with formal landscaping and shade trees. Squares accommodate both passive uses and community gatherings.	
	2,000 to 6,000 sf	An attached green spans the entire length of a block. Attached greens shall be at least 30 feet wide and are appropriate on the short end of a block. Attached greens are primarily lawns with formally arranged landscaping and shade trees.	
COMMUNITY GARDEN	≤ 15' wide	Community Garden. A community garden is 2,500 to approximately 5,000 square feet and adjoins a street on at least one side. Community gardens are land that is cultivated collectively by members of a community.	

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FORE - COLIR	250 to 1,500 sf	Buildings shall utilize standards from Forecourt frontage type, see Figure ESN-18 Forecourt.
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- F. *Accessory structures.* Accessory structures shall comply with the development standards applicable in the zoning district except where modified herein.
1. Accessory structures shall not be established on a lot prior to the issuance of all permits required for the development of the principal structure to which it is accessory.
 2. *Shielding from street.* Sheds, exposed pumps, electrical meters, heat pumps, generators, pool equipment, air conditioning compressors, clothes lines, antennas, satellite dishes, outdoor storage, and similar structures and uses shall not be located between the front of a building and a street. Listed items and similar structures shall be shielded from view from public rights-of-way. All rooftop utilities and facilities, such as air conditioning units, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.
 3. *Outbuildings.* Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas, detached garage, and accessory dwelling units (ADU). Outbuildings shall conform to the standards in Figure ESN-30.
 4. *Accessory dwelling units (ADU).*
 - a. One ADU may be permitted on a lot on which a detached single-family dwelling is located.
 - b. Either the primary dwelling unit or ADU shall be owner occupied. The ADU shall not be sold or titled thereto transferred separate and apart from the rest of the property.
 - c. An ADU shall not count as a separate unit for purposes of calculating density.
 - d. An ADU shall not exceed a footprint of 700 square feet or the footprint of the principal structure, whichever is less. If a unit exceeds the 700 square feet, it shall be used in density calculations.
 - e. An ADU must be on the same water and electrical meter as the primary residence.
- G. *Frontage types.* Each new development, substantial improvement, and substantial renovation, constructed must meet the standards for one of the frontage types permitted in the zoning district where it is located. See section 3.02.05.
- H. *Historic preservation.* Structures identified as historically and architecturally contributing shall be candidates for historic preservation as set forth in section 5.09.00.
1. The requirements of this Code may be adjusted by variance for the purposes of preserving a historic building.
 2. Replication of historic buildings. Historic buildings including historic buildings that have been demolished, may be rebuilt within the same footprint of the original structure provided the rebuilt structure meets the standards for replication. Reconstructions shall be supported by drawings, images, and review by the Stuart Historic Preservation Board. The following historic buildings are eligible for reconstruction, as identified in the 2002 Charrette Report:
 - a. Former McHardy Drugstore (Live-Work), East Avenue.

- b. Former Taylor's Grocery Store & Cottages, 610 East 10th Street.
- I. *Conflicts with utilities.* In instances where the required location of a building, including architectural requirements, conflicts with existing utilities or other public infrastructure, the developer shall be required to install utilities underground, such utilities if the cost of relocation is less than five percent of the cost of the proposed building or improvements

(Ord. No. 2507-2023. § 1(Exh. A), 2-13-23)

Sec. 3.02.05. Frontage types and building types.

- A. Frontage types are required by zoning district. Using one or more of the permitted frontage types indicated in Figure ESN-14, Permitted frontage types matrix, is required. Standards for frontage types are found in Figure ESN-15 through Figure ESN-20.
1. Frontage types shall be located on the primary facade.
 2. Frontage type diagrams do not prescribe use or architectural style and are illustrative. Dimensions provided in tables control for regulatory requirements.
- B. *Facade transparency.*
1. Windows and doors at the ground level shall have clear, transparent glass that has a minimum visible light transmission (VLT) of 50 percent. Mirrored glass is prohibited.
 2. Building facades facing street and neighborhood open spaces shall meet or exceed the minimum percentage of transparent glazing. The required percentage is determined by the frontage type.
 3. Above the ground level, building facades shall meet or exceed the minimum percentage of transparent glazing at each story as measured between finished floors. The required percentage is determined by the frontage type.

FIGURE ESN-13 FRONTAGE TYPES MATRIX

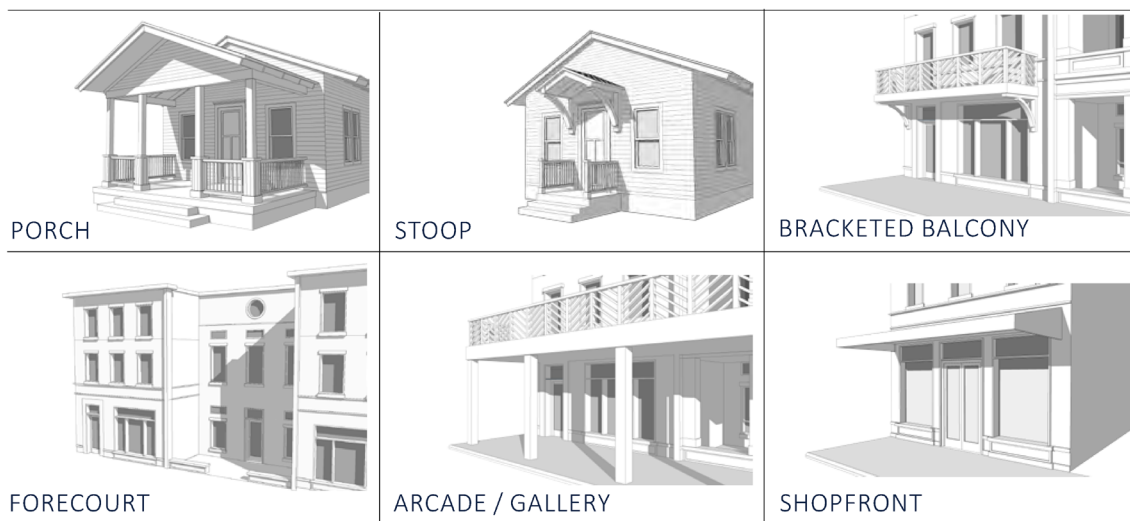
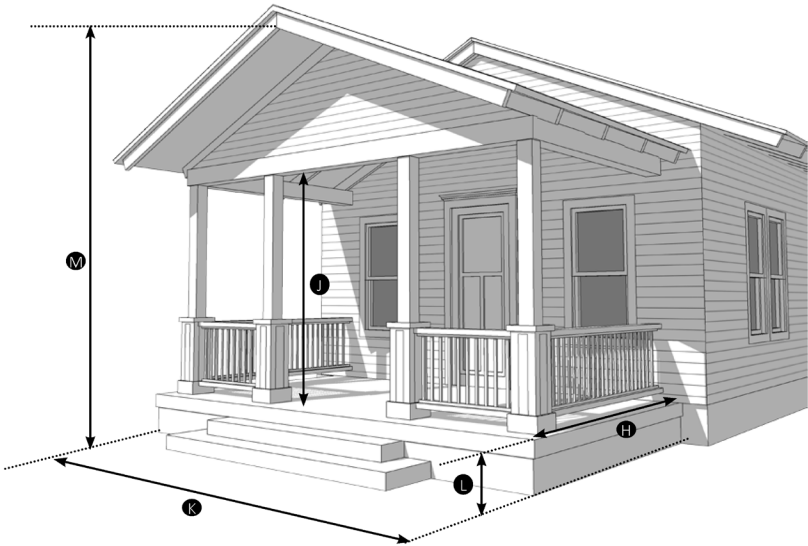


FIGURE ESN-14 PERMITTED FRONTAGE TYPES MATRIX

	Cottage	Duplex	Townhouse	Cottage Court	Apartment House	Courtyard	Live-Work
Frontage Types							
Porch	✓	✓	✓	✓	✓		
Stoop	✓	✓	✓	✓	✓		
Bracketed Balcony			✓		✓		
Forecourt					✓	✓	✓
Arcade/Gallery					✓	✓	✓
Shopfront						✓	✓

FIGURE ESN-15 PORCH



Description		
A porch is an open-air structure attached to a building forming a covered entrance large enough for comfortable use as an outdoor room. Porches shall have direct access to sidewalks where they exist. Front porches may be screened.		
Dimensions		
Depth	6 feet min., 8 feet recommended	Ⓜ
Height, clear	8 feet min.	Ⓝ
Width, length of facade	50% min.	Ⓚ

Finish level above crown of road	18 inches min., ± 30 inches recommended	Ⓛ
Height, stories	2 stories max.	Ⓜ
Facade Transparency		
Ground level	25% min.	
Above the ground level	15% min.	

Permitted Zoning District		
SFD	GRO	BMU
		

FIGURE ESN-16 STOOP



Description		
A stoop is a small staircase leading to the entrance of a building that may be covered. The elevation of the stoop is necessary to ensure privacy for residential uses in the ground story of buildings. Stoops should provide sufficient space for a person to comfortably pause before entering or after exiting the building. Stoops shall have direct access to sidewalks where they exist.		
Dimensions		
Depth	5 feet min.	Ⓜ
Height, clear	8 feet min.	Ⓝ
Width, clear	4 feet min.	Ⓚ
Finish level above crown of road	18 inches min., ± 30 inches recommended	Ⓛ
Height, stories	1 story max.	Ⓜ
Facade Transparency		
Ground level	25% min.	
Above the ground level	15% min.	

Permitted Zoning District		
SFD	GRO	BMU



FIGURE ESN-17 BRACKETED BALCONY



Description

A bracketed balcony is a second-story balcony, that creates a semi-public space overlooking the street above a main entry or unit. Bracketed balconies are typically associated with buildings with commercial uses in the ground story; however, bracketed balconies may be used with residential uses. On corner lots, a balcony shall extend along two street facades, but it does not have to be continuous. Where balconies are required, the aggregate length of balconies shall be not less than 50% of the building facade at the floor level from which it projects on each floor level.

Dimensions

Depth	3 feet min., 5 feet max.	Ⓜ
Height, ground level clear	10 feet min.	Ⓜ
Width	4 feet min.	Ⓜ

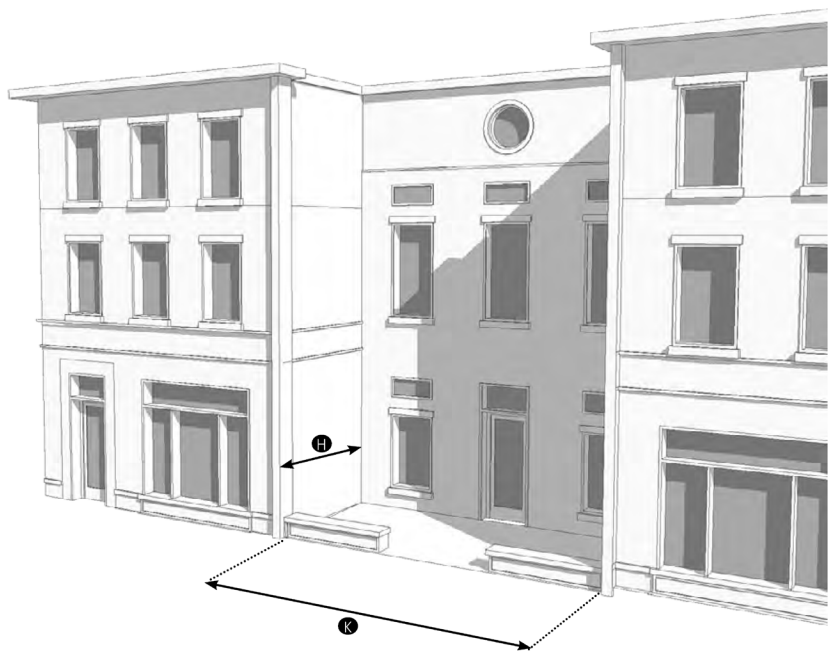
Facade Transparency

Ground level	40% min.
Above the ground level	15% min.

Permitted Zoning District

	GRO	BMU
		

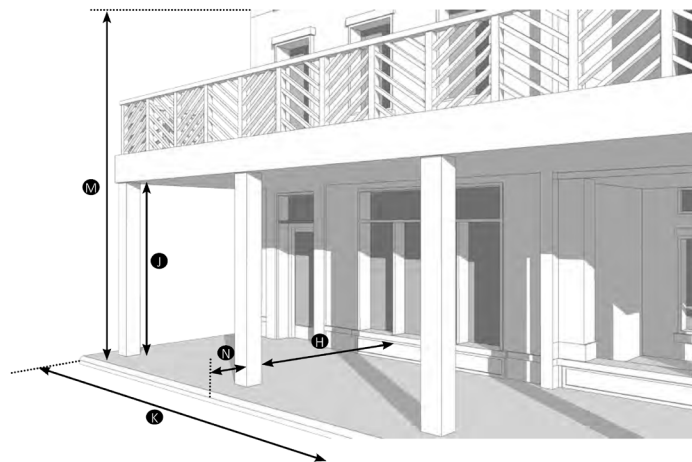
FIGURE ESN-18 FORECOURT



Description		
A forecourt is an open area in front of the main building entrance(s) designed as a small garden or plaza. Low walls or balustrades no higher than three feet six inches in height when solid may enclose the forecourt. Forecourt walls are constructed of similar material as the principal building or are composed of a continuous, maintained hedge. A forecourt may afford access to one or more first floor residential dwelling units or incorporate storefronts for commercial uses. Forecourts are typically associated with multifamily, mixed-use, and commercial buildings.		
Dimensions		
Depth, clear	20 feet max.	Ⓜ
Width, length of facade	12 feet min., 50% of facade max.	Ⓚ
Facade Transparency		
Ground level	40% min.	
Above the ground level	15% min.	
Permitted Zoning		
	GRO	BMU



FIGURE ESN-19 ARCADE



Description

An arcade is a covered, unglazed, linear hallway attached to the front of a building, supported by columns or pillars. The arcade extends into the public right-of-way, over the streetscape area, creating a shaded environment ideal for pedestrians. This frontage type shall be used in conjunction with a Shopfront Frontage Type for a minimum of 50% of the Arcade length. Arcades shall remain open to the

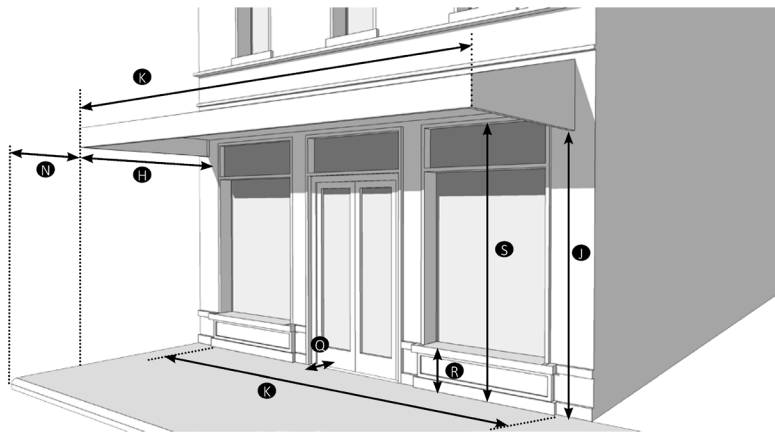
public at all times. Where an arcade encroaches into the public right-of-way, a right-of-way maintenance agreement may be required.

Dimensions		
Depth, clear	8 feet min.	Ⓜ
Height, ground level clear	10 feet min.	Ⓜ
Width, length of facade	70% min.	Ⓜ
Height, stories	2 stories max.	Ⓜ
Set back from curb	2 feet min., 4 feet max.	Ⓜ
Facade Transparency		
Ground level	40% min.	
Above the ground level	15% min.	

Permitted Zoning District

		BMU
		

FIGURE ESN-20 SHOPFRONT



Description		
The shopfront is a frontage type along the sidewalk level of the ground story, typically associated with commercial uses. Shopfronts are frequently shaded by awnings or arcades. Quarterballs and waterfall type awnings are not permitted.		
Dimensions		
Width, length of facade	70% min.	Ⓚ
Door recess	10 feet max.	Ⓒ
Storefront base	1 foot min., 3 feet max.	Ⓡ
Glazing height	8 feet min.	Ⓢ
Optional Awning		
Depth	3 feet min.	Ⓜ
Height, ground level clear	8 feet min.	Ⓣ
Width, length of facade	70% min.	Ⓚ
Set back from curb	2 feet min.	Ⓝ
Facade Transparency		
Ground level	40% min.	
Above the ground level	15% min.	

Permitted Zoning District		
		BMU



- C. *Accessibility.* An applicant may request reasonable accommodation from this Code though section 08.07.07. See Figure ESN-21 for examples of front and side ramp entries. Strategies for accommodating ramps accessibility may include:
1. Combined access for multiple buildings within site plan
 2. Utilizing two percent slope at alleys and rear access
 3. Combining ramps and stair entrances

FIGURE ESN-21 ACCESSIBLE ROUTES

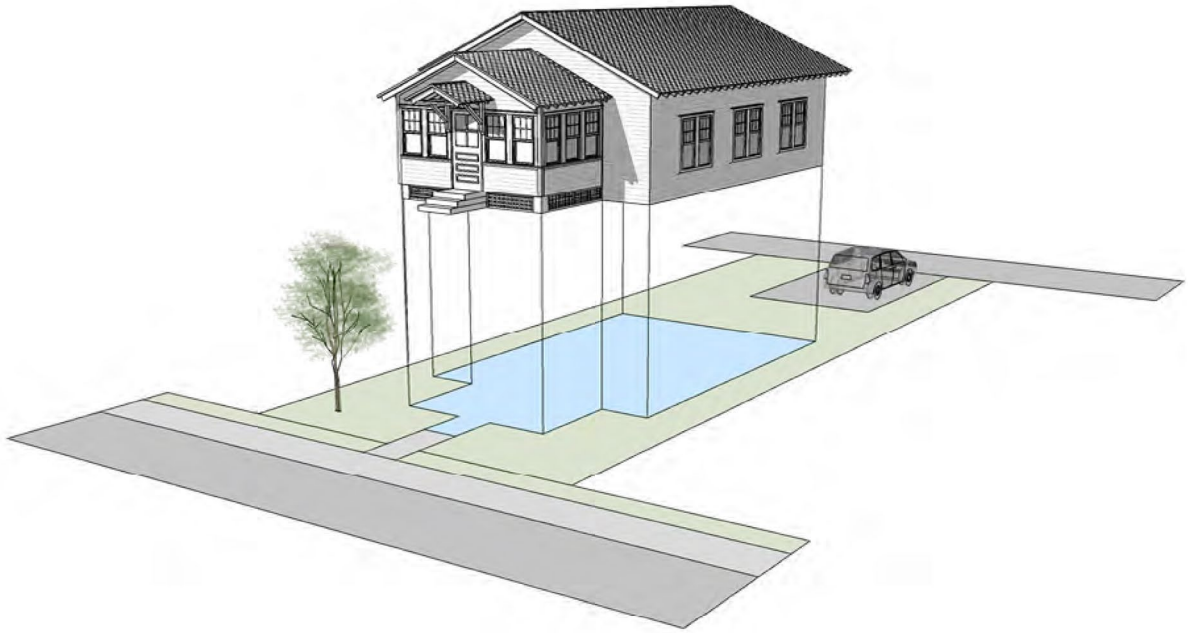


- D. *Building types.* The building types listed in Figure ESN-22, Building types matrix, are illustrative examples of appropriate building types. Building types do not prescribe use or architectural style. New development shall identify and comply with one of the building types provided. Standards for building types are found in Figure ESN-23 through Figure ESN-30.

FIGURE ESN-22 BUILDING TYPES MATRIX

 COTTAGE	 DUPLEX
 COTTAGE COURT	 TOWNHOUSE
 APARTMENT HOUSE	 COURTYARD BUILDING
 LIVE/WORK BUILDING	 OUTBUILDING

FIGURE ESN-23 COTTAGE



Description

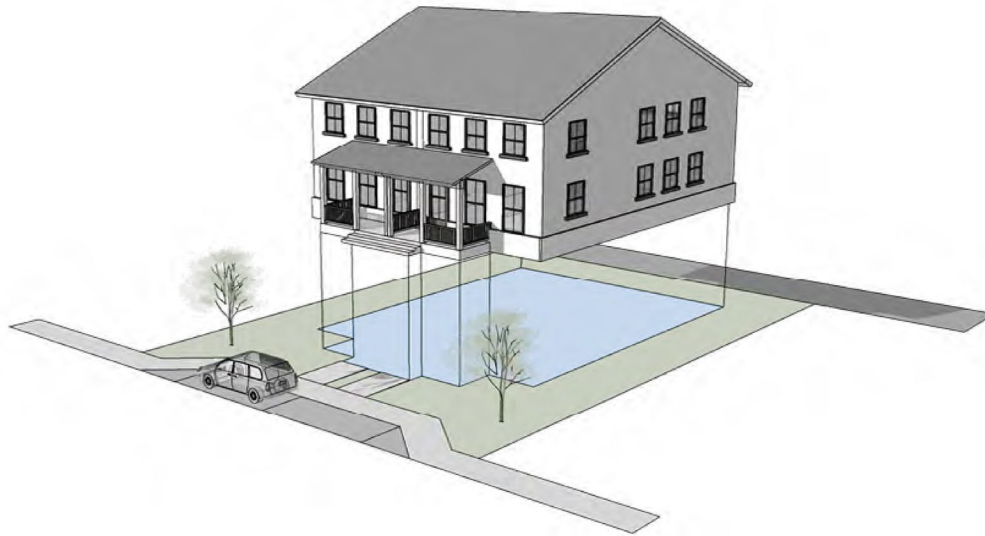
A cottage is a detached building with a small front yard often located on a narrow lot.

Notes

1. Cottages shall not exceed a footprint of 2,000 square feet.
2. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

Permitted District		Zoning	Permitted Frontage Types	
SFD	GRO	BMU	Porch	✓
			Stoop	✓

FIGURE ESN-24 DUPLEX



Description

A duplex is an attached building with one common wall that separates two dwelling units within a single lot. Duplexes can be designed to blend in with detached single-family dwellings.

Notes

1. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.
2. A portion of the zoning district is restricted to detached dwelling units and does not permit duplexes or townhouses. The area is identified on the Figure ESN-06, Regulating plan, with a crosshatch.

Permitted District		Zoning	Permitted Frontage Types	
SFD ¹	GRO	BMU	Porch	✓
			Stoop	✓

FIGURE ESN-25 TOWNHOUSE



Description	
A townhouse is a building with common walls on one or both sides and often a private garden to the rear.	
Notes	
1. Townhouses shall have a maximum grouping of eight dwelling units and a minimum separation of 15 feet between buildings.	
2. Where off-street parking is required, parking shall be located in the rear.	
3. When adjacent to another property that is not part of the townhouse development the side property line setback is ten feet minimum from the property line.	
4. A portion of the zoning district is restricted to detached dwelling units and does not permit duplexes or townhouses. The area is identified on the Figure ESN-06, Regulating plan, with a crosshatch.	
5. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.	

Permitted Zoning District			Permitted Frontage Types	
SFD ¹	GRO	BMU	Porch	✓
			Stoop	✓
			Bracketed Balcony	✓

FIGURE ESN-26 COTTAGE COURT



Description

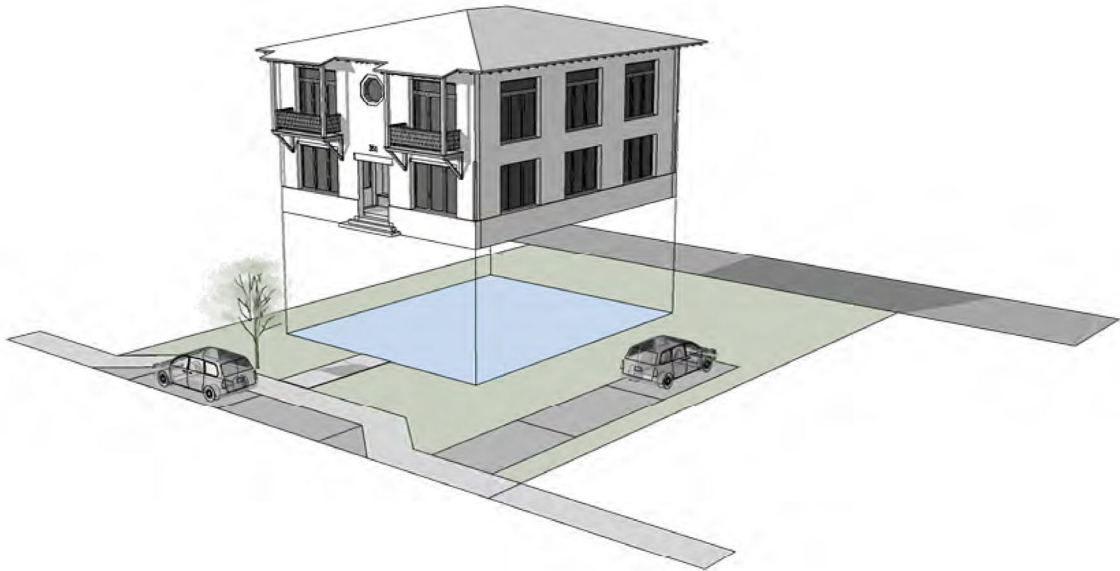
A cottage court is a series of small detached houses arranged around a common open space. Homes may share other common amenities like storage and parking areas.

Notes

1. Cottage courts may include duplexes.
2. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

Permitted District		Zoning	Permitted Frontage Types	
	GRO	BMU	Porch	✓
			Stoop	✓

FIGURE ESN-27 APARTMENT HOUSE



Description

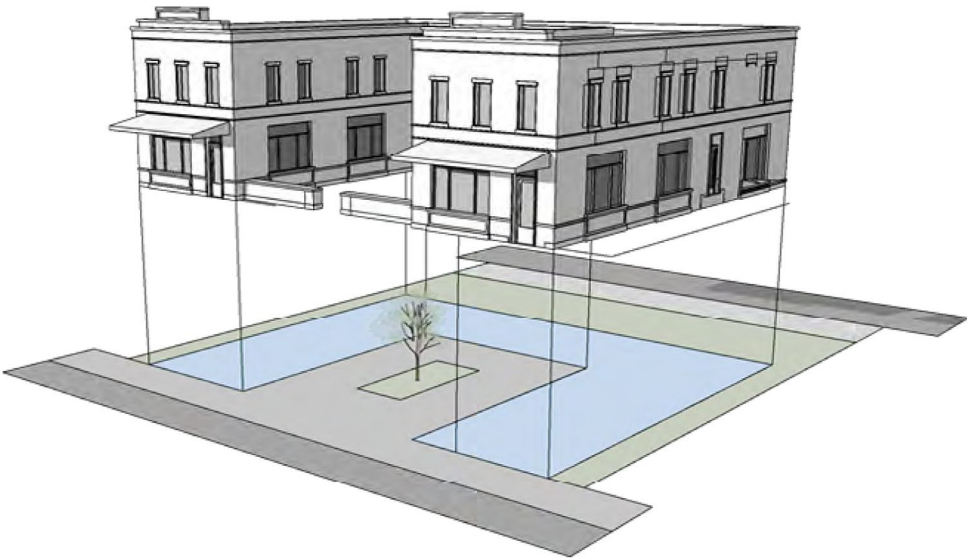
An apartment house contains multiple residences above and/or beside each other in a building that occupies most of its lot width and is placed close to the sidewalk.

Notes

- 1. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

Permitted Zoning District			Permitted Frontage Types	
	GRO	BMU	Porch	✓
			Stoop	✓
			Bracketed Balcony	✓
			Forecourt	✓
			Arcade/Gallery	✓

FIGURE ESN-28 COURTYARD BUILDING



Description

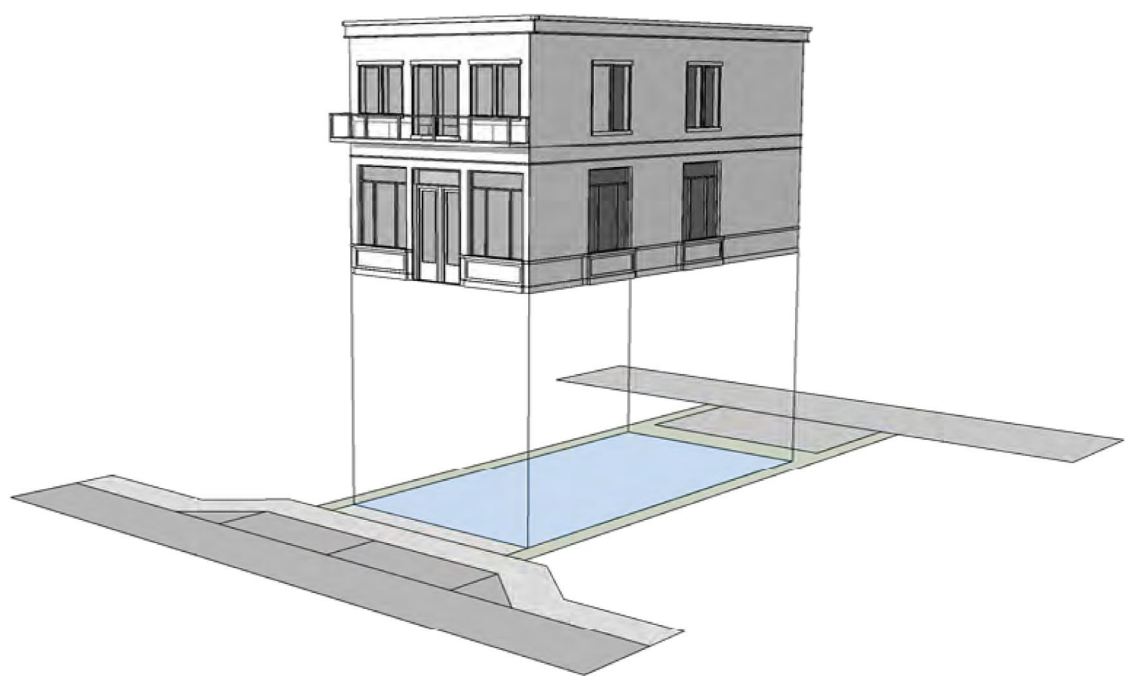
A courtyard building accommodates multiple dwellings or businesses arranged around and fronting on a central green that may be partially or wholly open to the street.

Notes

- 1. The proportions of the courtyard space shall be at least as deep as it is wide.
- 2. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

Permitted District		Zoning	Permitted Frontage Types	
	GRO	BMU	Forecourt	✓
			Arcade/Gallery	✓
			Shopfront	✓

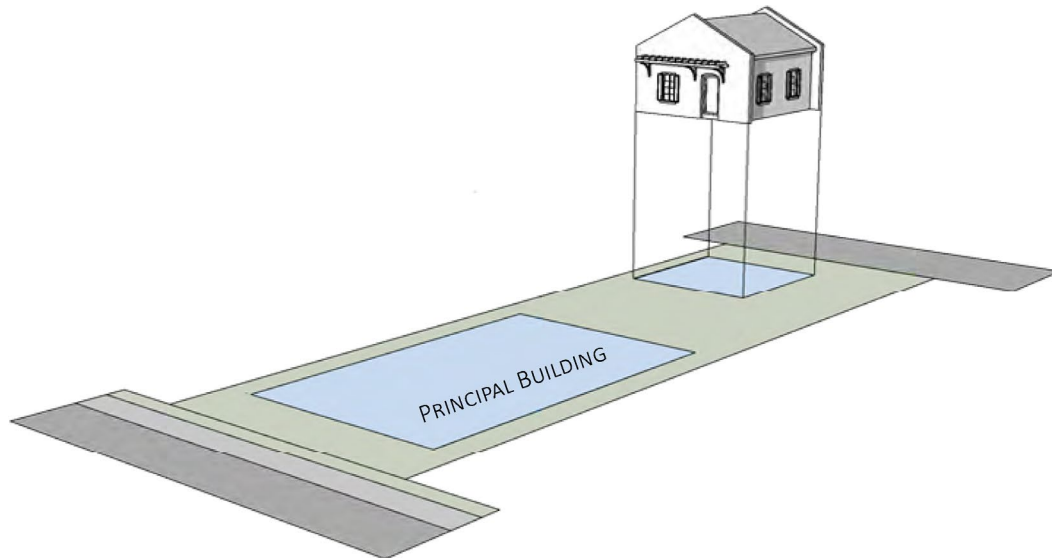
FIGURE ESN-29 LIVE/WORK BUILDING



Description	
A live/work building is a building which is predominately residential in its character, but contains commercial and residential uses.	
Notes	
1. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.	

Permitted District		Zoning	Permitted Frontage Types	
	GRO	BMU	Forecourt	✓
			Arcade/Gallery	✓
			Shopfront	✓

FIGURE ESN-30 OUTBUILDING



Description

An outbuilding is an accessory building, located toward the rear of the same lot as a principal building. An outbuilding may be a detached garage, carport, greenhouse, cabana, detached garage, or a ADU.

Notes

1. There shall not be less than five feet separation between an outbuilding and a principal building.
2. Outbuildings shall be constructed of the same materials used in the principal building. Canvas outbuildings are not permitted.
3. Only two outbuildings per principle building are permitted.
4. Outbuildings shall not exceed a maximum building footprint of 700 square feet, each.
5. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by a privacy buffer as defined in Figure ESN-22, Building types matrix.
6. Outbuildings may be detached or connected to the principal building by a covered walkway element, trellis, or other structural link.
7. Residential recreational facilities such as swimming pools, tennis, basketball or volleyball courts, and other similar private outdoor recreational uses shall have setbacks consistent with outbuildings.
8. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

Permitted District		Zoning	Permitted Frontage Types	
SFD	GRO	BMU	Porch	✓

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			Stoop	✓
			Bracketed Balcony	✓
Outbuilding Placement				
Front setback			rear half of lot or behind the rear facade of the principal building	
Side setback at property line, min. in feet			5'	
Side setback at street, min. in feet			10'	
Rear setback, min. in feet			5'	
Outbuilding Height				
Building height, max. in stories			2	
Building height, max. in feet			25'	
Ground story height, min. in feet			Not applicable	

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.06. Thoroughfare standards.

- A. *Applicability.* Section 6.01.00 shall apply except where modified in Figure ESN-31, Thoroughfare, access and parking standards.

FIGURE ESN-31 THOROUGHFARE, ACCESS AND PARKING STANDARDS

Sec. 6.01.00	Transportation Systems	Applies as written	Replaced by
Sec. 6.01.01	General provisions.	✓	-
Sec. 6.01.02	Streets.	✓	-
Sec. 6.01.03	Rights-of-way.	→	Sec. 3.02.06
Sec. 6.01.04	Sidewalks and bikeways.	→	Sec. 3.02.07 D
Sec. 6.01.05	Pedestrian access for large-scale commercial development (LCD).	→	Sec. 3.02.07 D
Sec. 6.01.06	Access.	→	Sec. 3.02.07
Sec. 6.01.07	Standards for drive-through facilities.	✗	Does not apply.
Sec. 6.01.08	Non-residential vehicular access.	→	Sec. 3.02.06
Sec. 6.01.09	Stuart Parking Code.	→	Sec. 3.02.07
Sec. 6.01.10	Rules for computing parking requirements.	✓	-
Sec. 6.01.11	Location of required parking spaces.	→	Sec. 3.02.07

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(Supp. No. 16)

Sec. 6.01.12	Shared parking and joint use of facilities.	✓	-
Sec. 6.01.13	Off-street parking schedule.	→	Figure ESN-42
Sec. 6.01.14	Design standards for off-street parking.	→	Sec. 3.02.07 D
Sec. 6.01.15	Parking structure standards.	→	Sec. 3.02.07 D
Sec. 6.01.16	Transit stops.	✓	-
Sec. 6.01.17	Parking study.	✓	-
Sec. 6.01.18	Off-street loading requirements.	✓	-
Sec. 6.01.19	Payment in lieu of parking program.	✓	-
Sec. 6.01.20	Bicycle parking.	✓	-

- B. *Thoroughfare principles.* All development including public improvements shall incorporate the following thoroughfare principles:
1. Street layout shall exhibit a high degree of overall connectivity. Cul-de-sacs are strongly discouraged.
 2. Oversized blocks shall be avoided so that neighborhoods can be traversed easily. Blocks created by new streets shall not exceed 550 feet on any side of the block. New block perimeters shall not exceed 1,600 feet.
 3. Shade trees shall be planted between the pedestrian clear zone and vehicles where right-of-way exceed 40 feet.
 4. The abandonment of existing streets, improved alleys or alley candidates is strongly discouraged.
 5. Private gated communities are not permitted. This prohibition does not preclude gates that control access to a single parking lot.
- C. *Thoroughfare plan.* A thoroughfare plan is provided for East Stuart Neighborhood in Figure ESN-07, Thoroughfare plan, in section 3.02.02, Regulating plan.
- D. *Description of thoroughfare types.* Figure ESN-32, Description of thoroughfare types, describes street types that are appropriate for the East Stuart Neighborhood.
1. *New thoroughfare.* When new streets and alleys are developed or an existing street or alley is extended, the street types in Figure ESN-32, Description of thoroughfare types, and illustrated in Figure ESN-34 through Figure ESN-41 shall be used. The selection of the particular street type shall be determined through consultation with the development director.
 2. *Existing thoroughfare.* Excluding a single-family dwelling unit, all new development, substantial improvement, and substantial renovation to commercial and major development projects shall incorporate into the reconstruction of streets to the greatest extent possible, taking into

account existing conditions including right-of-way constraints that may require adjustments to these standards.

FIGURE ESN-32 DESCRIPTION OF THOROUGHFARE TYPES

Type	Description	Preferred ROW, min	Design Speed
Alley	A roadway which provides a secondary means of access to abutting properties, and not intended for general traffic circulation.	15'	Not Applicable
Neighborhood Yield Street	A residential street with on-street parking on one side of the roadway and sidewalks on both sides with limited slow vehicular travel. A neighborhood street shall have sidewalks of at least 6' and vehicular travel lanes. It may include pedestrian scale lighting, bulb-outs for trees, and on-street parking.	40'	15 mph
Neighborhood Street 1	A local street with two travel lanes, on-street parking on both sides, a wide pedestrian and furnishing zone. Furnishing zone may or may not include street trees, but shall include pedestrian scale lighting. Local streets may also serve as the gateways into the neighborhood, so special care and attention must be made to announce the neighborhood character and to promote safe speeds.	60'	25 mph

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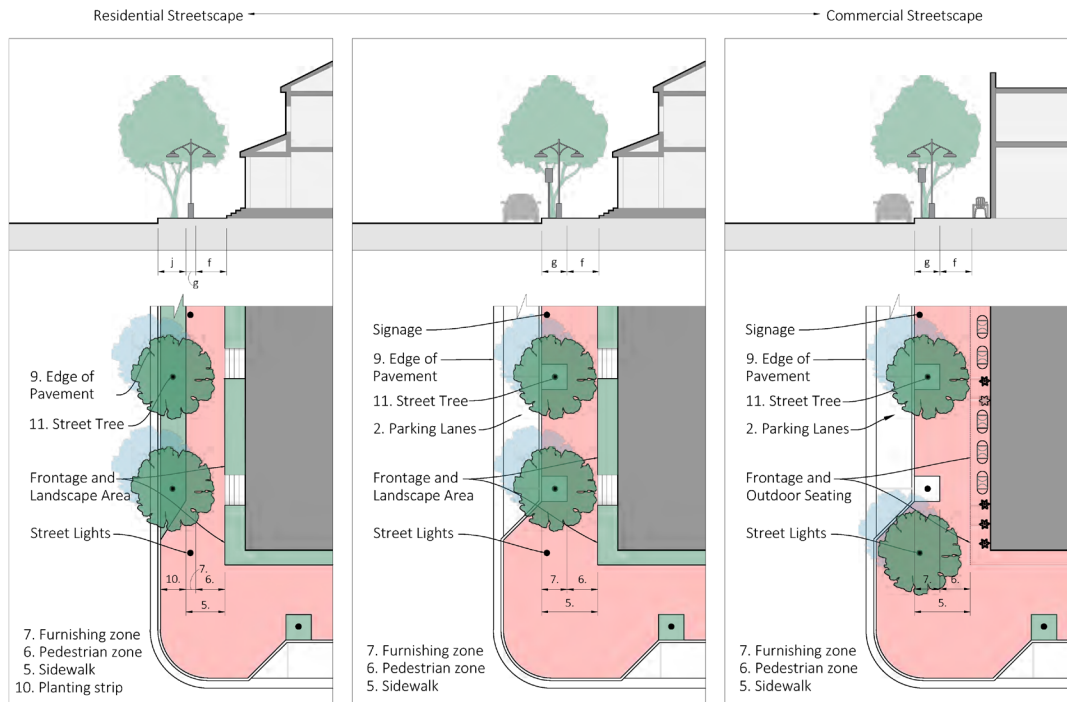
Neighborhood Street 2	A residential street with sidewalks on both sides and limited slow vehicular travel. A neighborhood street shall have sidewalks and vehicular travel lanes. It may include pedestrian scale lighting, bulb-outs for trees, and on-street parking.	40'	15 mph
Neighborhood Street between public parks	A local street with two travel lanes, and a wide pedestrian and furnishing zone.	46'	25 mph
Neighborhood Street at public use	A local street with two travel lanes, on-street parking on one side, existing shade trees to remain, pedestrian scale lighting, and wide sidewalks on both sides. Street design shall buffer active public uses from the residential side of the roadway and provide safe and comfortable access to parks and neighborhood schools.	60'	25 mph
Shared-use path	The shared use path connects important thoroughfares in the city. They shall allow access by pedestrians, cyclist, scooters, skateboards, golf carts and other forms of micro-mobility.	Varies	Not Applicable
Shared-use Bridge	The shared use bridge connects important thoroughfares where waterways and stormwater treatment	15'	Not Applicable

	areas interrupt important connections in the city. They shall allow access by pedestrians, cyclist, scooters, skateboards, golf carts, and other forms of micro-mobility. Bridges are opportunities to celebrate water and community identity.		
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- E. *Thoroughfare elements.* See elements illustrated in Figure ESN-33, Streetscapes diagrams. The illustrative street designs address the street elements:
1. Vehicular travel lanes are primarily for vehicular circulation and shall be no greater than 11 feet, and may include a marked sharrow for posted speed of 25 miles per hour or less.
 2. Parking lanes may include on-street parking, may be parallel or reverse angled parking.
 3. A bike facility may be a marked sharrow, a separate bicycle lane, or shared used path.
 4. Pavement width is the width of pavement from edge of pavement or curb which is dedicated for vehicular travel, but could include separate bike lane or marked sharrow. Where appropriate, pavement may include pervious areas to manage stormwater.
 5. A sidewalk shall be at least six feet wide and be provided on both sides of the streetscapes. Sidewalks may be part of a shared use path.
 6. A pedestrian zone is free of any street furnishings or above ground utilities and allows the clear passage of pedestrians. A pedestrian zone shall be no less than five feet wide. Any portion of the pedestrian zone within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.
 7. The furnishing zone is a paved area adjacent to the sidewalk for street furniture, tree wells, and extra sidewalk width. Pedestrian scale lighting is often included. New thoroughfare lighting shall be dark sky approved lighting.
 8. Median is a vegetated area between travel lanes of opposing direction. Medians, when present, should be used to integrate stormwater management.
 9. Edge of pavement may be a curb and gutter or a valley gutter. Enhanced crosswalks with design features like bulb-outs or pinch-points are encouraged to address visibility when crossing vehicular travel lanes.
 10. Planting strip or planting area is a vegetated area between a sidewalk and vehicles. Planting strips are encouraged to integrate low impact development.
 11. Street trees are often required. Street designs shall prioritize maintaining existing shade trees.

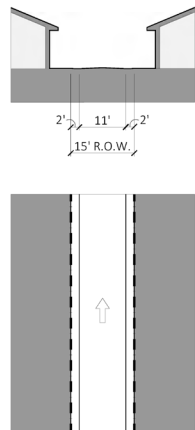
12. Low impact development is a decentralized stormwater management strategy that provides on-site water quantity and water quality treatment. Examples include pervious paving, pervious pavers, pervious concrete, bio-retention systems, rain gardens, bioswales, and stormwater planters. These techniques are encouraged to slow and treat stormwater runoff while providing additional community benefits.

FIGURE ESN-33 STREETSCAPES DIAGRAMS



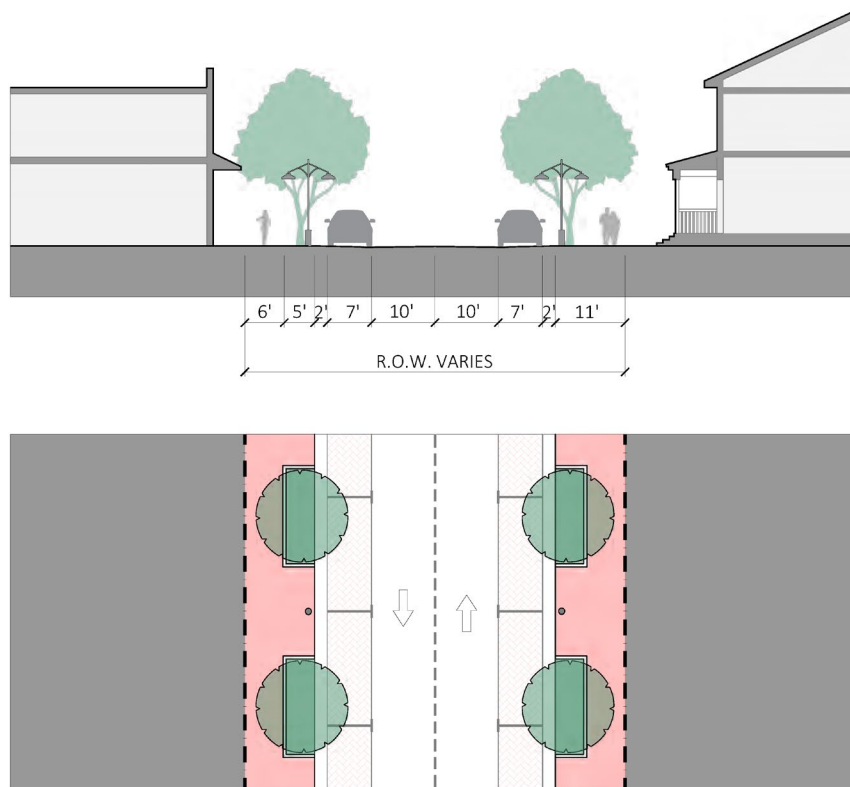
- F. *Visibility triangles.* In visibility triangles, no building, structure, or improvement, including landscape, shall be erected, placed, planted, or maintained so as to interfere with a clear sight area located between the heights of three feet and nine feet above the crown of a street, driveway, or alley. A clear sight area shall be established for all streets, whether public or private.
 1. The clear sight area is the triangular area formed by the street right-of-way line; another street right-of-way line, alley right-of-way line, or driveway surface edge; and a line connecting points ten feet from the intersection of said lines. In the case of a round or corner-cut right-of-way, the measurement shall be taken from the intersection of the right-of-way lines extended.
 2. The engineering director and public works director may require a larger clear sight area, as provided by Florida Department of Transportation Design Manual standards, when necessary to provide for the safe movement of pedestrians and vehicles.
- G. *Deviation from street design standards.* The development director may allow deviations from the standards contained in Figure ESN-34 through Figure ESN-41 when necessary due to the location of existing buildings, constrained right-of-way, or to meet other community needs or goals for the particular street segment.

FIGURE ESN-34 IMPROVED ALLEY



Type	
Vehicular travel lanes	11 feet paved 1-way traffic
Preferred R.O.W.	15 feet
Pavement Width	11 feet
Road Edge Treatment	Valley gutter
Low Impact Development	Permeable surface

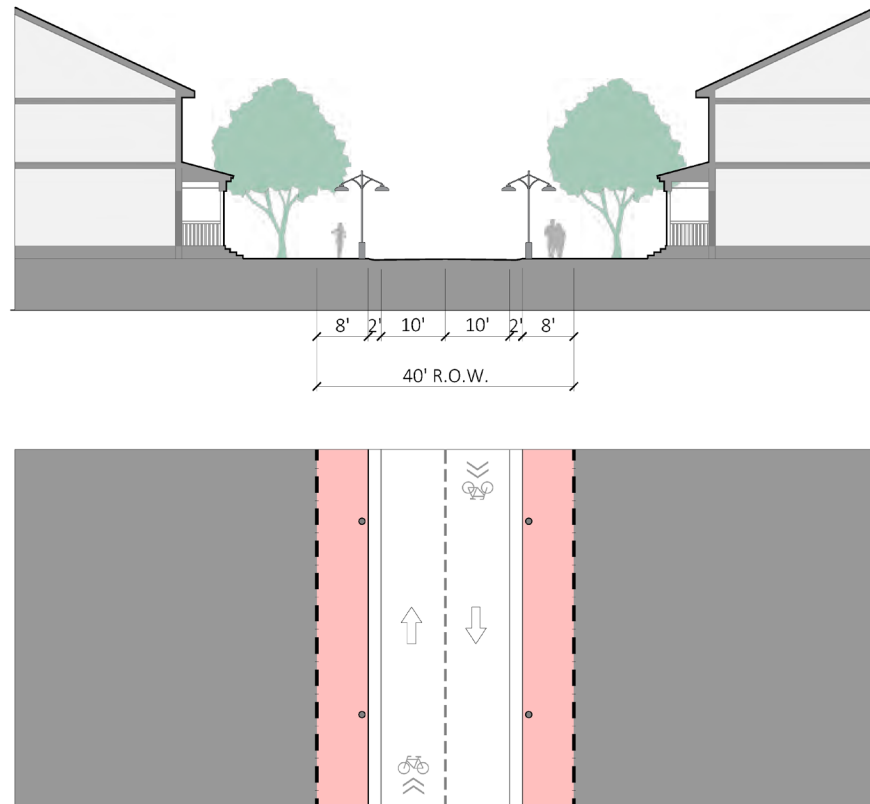
FIGURE ESN-35 NEIGHBORHOOD STREET 1



Type		
Vehicular travel lanes		10 feet
Parking Lanes		7 feet parallel on both sides
Bike Facility		Shared-use path
Preferred R.O.W.		60 feet
Pavement Width		36 feet
Sidewalk		11 feet
	Pedestrian zone	6 feet
	Furnishing zone	5 feet
Median		Not required
Road Edge Treatment		Curb & gutter
Planting		Shade trees 30 feet on center, may occur in the tree wells within the furnishing zone or within the parking lanes

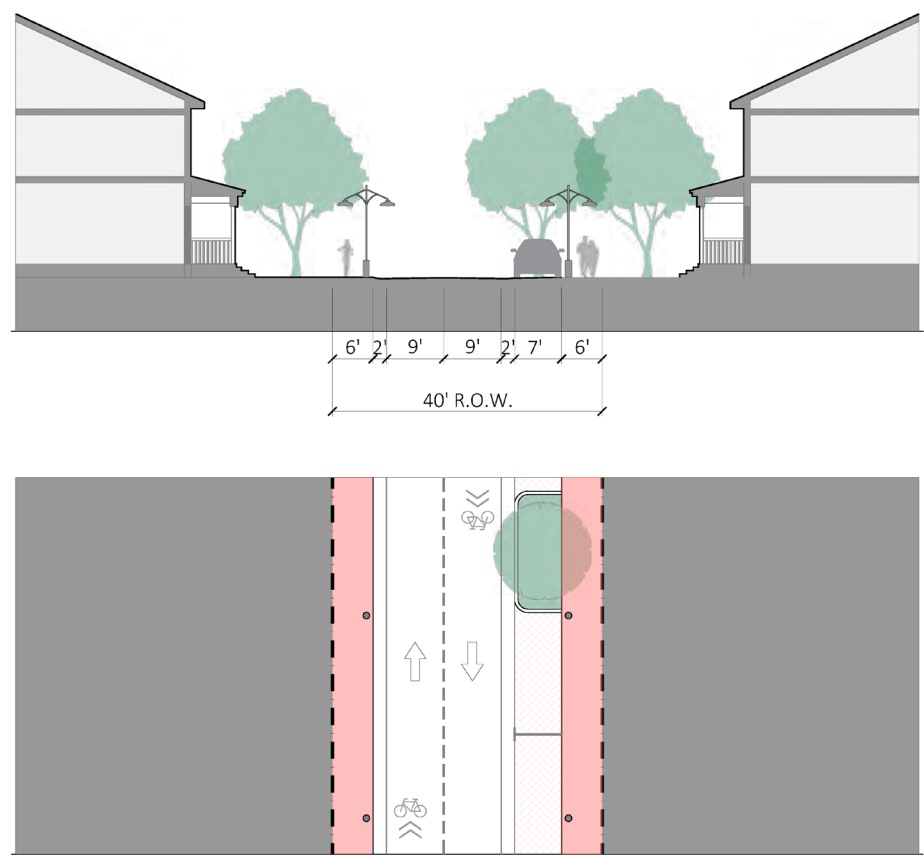
Low Impact Development	Tree box filter, permeable surface at on-street parking
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FIGURE ESN-36 NEIGHBORHOOD STREET 2



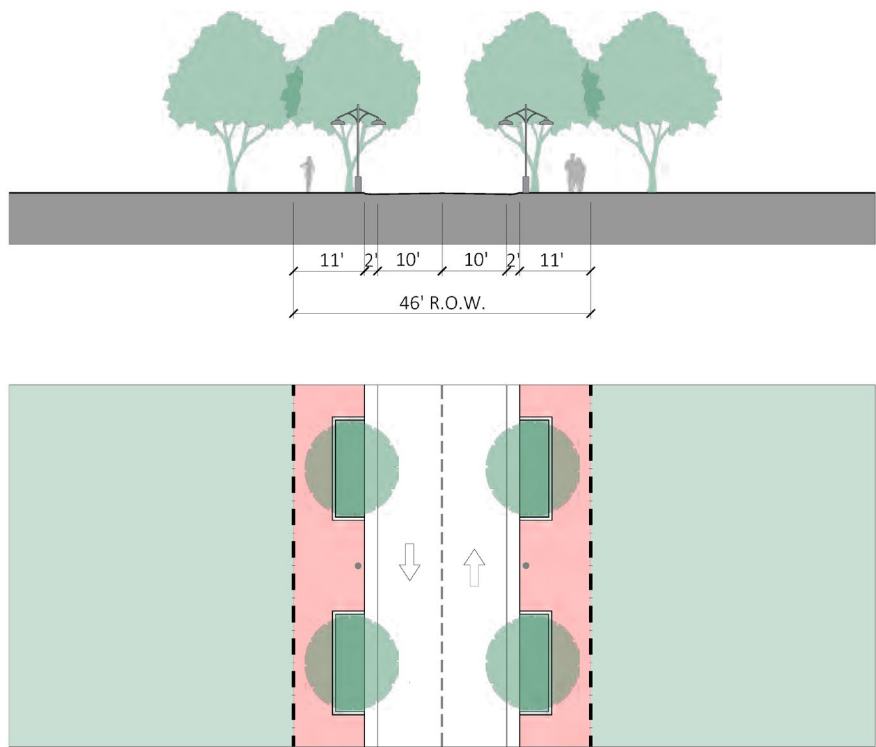
Type	
Vehicular travel lanes	10 feet
Parking Lanes	Not required
Bike Facility	Marked sharrows
Preferred R.O.W.	40 feet
Pavement Width	24 feet
Sidewalk	8 feet
Median	Not required
Road Edge Treatment	Valley gutter
Planting	Not required
Low Impact Development	Not required

FIGURE ESN-37 NEIGHBORHOOD YIELD STREET



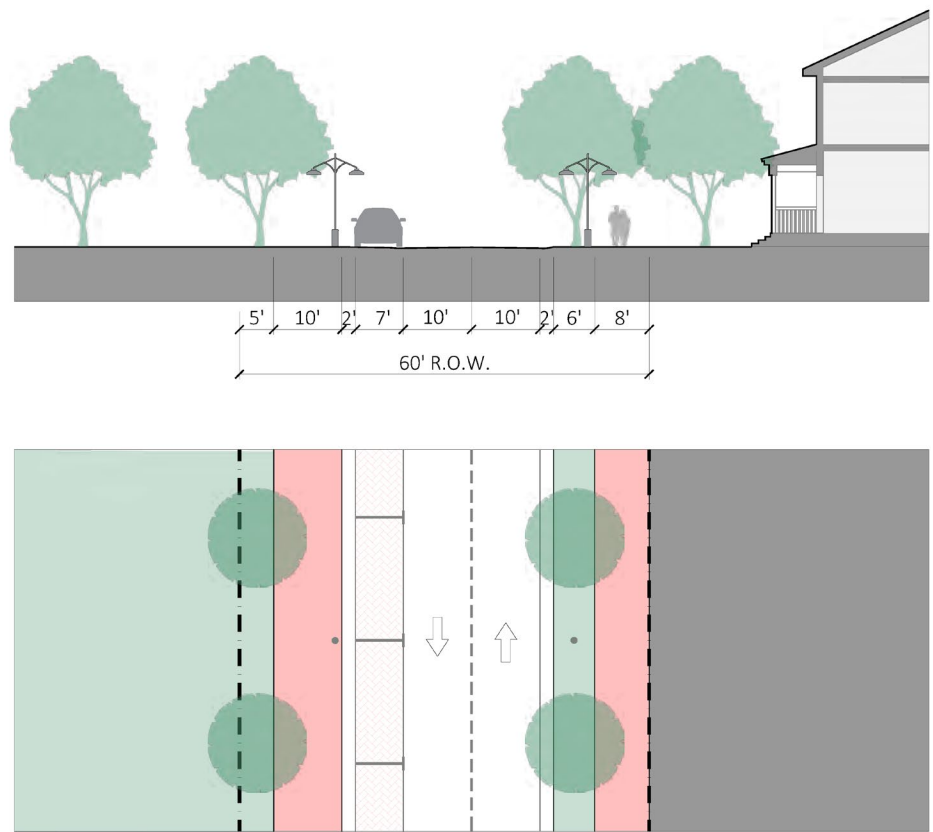
Type	
Vehicular travel lanes	9 feet
Parking Lanes	7 feet parallel one side
Bike Facility	Marked sharrow
Preferred R.O.W.	40 feet
Pavement Width	22 feet
Sidewalk	6 feet
Median	Not required
Road Edge Treatment	Valley gutter
Planting	Shade trees within bulb-outs
Low Impact Development	Tree box filter, permeable surface at on-street parking

FIGURE ESN-38 NEIGHBORHOOD STREET AT PUBLIC PARK



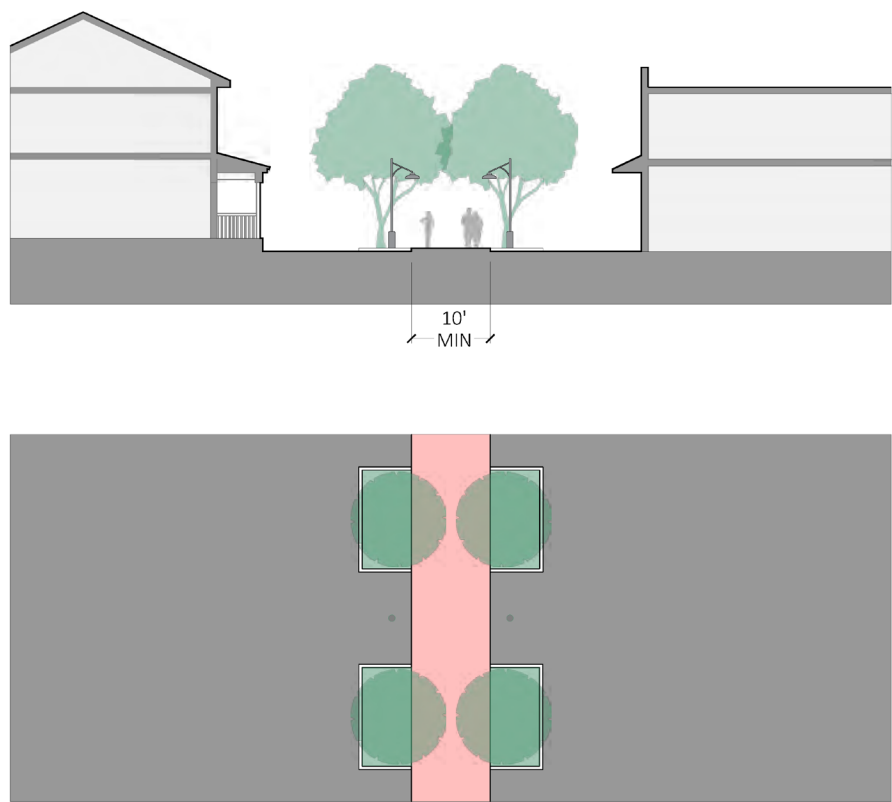
Type		
Vehicular travel lanes		10 feet
Parking Lanes		Not required
Bike Facility		Shared-use path
Preferred R.O.W.		46 feet
Pavement Width		20 feet
Sidewalk		11 feet
	Pedestrian zone	6 feet
	Furnishing zone	5 feet
Median		Not required
Road Edge Treatment		Curb & gutter
Planting		Tree well with shade trees 30 feet on center
Low Impact Development		Tree Box Filter

FIGURE ESN-39 NEIGHBORHOOD STREET AT PUBLIC USE



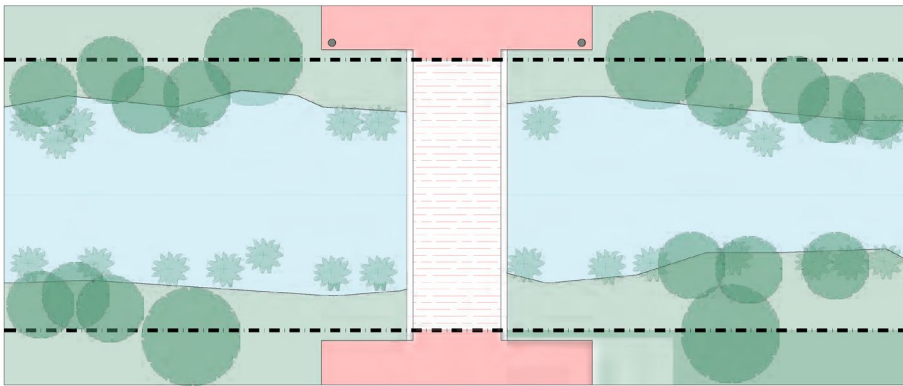
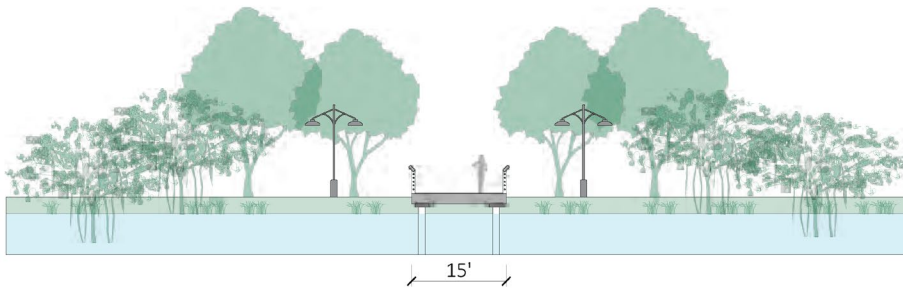
Type	
Vehicular travel lanes	10 feet
Parking Lanes	7 feet parallel on one side
Bike Facility	Shared-use path
Preferred R.O.W.	60 feet
Pavement Width	36 feet
Sidewalk	8-10 feet
Median	Not required
Road Edge Treatment	Curb & gutter
Planting	6 feet planting strip with shade trees 30 feet on center and maintaining existing shade trees where applicable
Low Impact Development	Tree box filter, permeable surface at on-street parking

FIGURE ESN-40 SHARED USE PATH



Type	
Vehicular travel lanes	Prohibited
Parking Lanes	Prohibited
Bike Facility	Shared-use path, see sidewalk
Preferred R.O.W.	Not required
Pavement Width	Not required
Sidewalk	10' min. shared-use path with pedestrian lighting
Median	Prohibited
Road Edge Treatment	Prohibited
Planting	Shade trees 30 feet on center, may occur in the tree wells within a furnishing zone
Low Impact Development	Tree box filter, permeable surfaces

FIGURE ESN-41 SHARED-USE BRIDGE



Type	
Vehicular travel lanes	Prohibited
Parking Lanes	Prohibited
Bike Facility	Shared-use path
Preferred R.O.W.	15 feet min.
Pavement Width	Not required
Sidewalk	Shared-use path with pedestrian lighting
Median	Prohibited
Road Edge Treatment	Prohibited
Planting	Not required
Low Impact Development	Bio-retention systems, rain gardens, bioswales at water's edge

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.07. Access and parking standards.

- A. *Applicability.* Section 6.01.00 shall apply except where modified in Figure ESN-31, Thoroughfare, access and parking standards.

- B. *Pedestrian access.* The owner shall be responsible for the installation of a continuous sidewalk along the entire length of the parcel frontage(s) that abuts a public street.
1. *Minimum width.* All sidewalks within the East Stuart Neighborhood shall be not less than six feet minimum on a right-of-way of 50 feet or less. All others shall be eight feet minimum. See section 3.02.06, Thoroughfare standards.
 2. All development shall include direct pedestrian access from development to existing and future sidewalks within the public right-of-way. Pedestrian access shall be separated from the vehicular travel path.
 3. Sidewalks shall be provided for internal circulation and linkage to other projects when such facilities are possible given the particular physical characteristics of the site, type of project, and adjacent land uses. Determination shall be made by the development director.
 4. *Materials.* Pedestrian access shall consist of concrete, brick or concrete pavers, asphalt, stamped pattern concrete systems, rock salt textured concrete with integral color, grass block, or other similar material approved by the development director which clearly distinguish them from vehicular use areas and promote traffic calming.
- C. *Bicycle access and parking.*
1. Section 6.01.20, Bicycle parking, applies within East Stuart Neighborhood. A minimum five-foot pedestrian zone shall not be reduced by the placement of bicycle parking.
- D. *Vehicle access and parking.*
1. The required minimum on-site parking is listed in Figure ESN-42, Minimum provided parking schedule.

FIGURE ESN-42 MINIMUM PROVIDED PARKING SCHEDULE

Uses	Required Minimum Parking
Residential Uses	
All residential uses, including ADUs	1 per unit
Transient Residential and Overnight Accommodations	
All Transient Residential and Overnight Accommodations	1 per room
Institutional Uses	
Adult day care centers	1 per 300 sf
Child care centers	1 per 6 kids adequate stacking for pick-up/drop-off activities consistent with the student population
Community centers	1 per 300 sf
Funeral homes without crematoriums	1 per 4 seats
Governmental buildings	1 per 300 sf
Libraries	1 per 300 sf
Museums	1 per 500 sf
Assisted Living Facility	1 per 4 beds + 1 per 1000 sf

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Religious institutions	1 per 4 seats
Elementary or junior high Schools—Private, parochial	1 per classroom, plus 1 per 500 sf for employees & visitors with adequate stacking for pick-up/drop-off activities consistent with the student population
High schools—Private, parochial, or technical	1 space per 3 students, plus 1 per 500 sf for employees & visitors
Technical Schools—Private, parochial	1 per 10 student stations, plus 1 per 500-sf for employees & visitors
Commercial Uses	
All Commercial uses	1 per 300 sf
Recreational Uses	
All Recreational uses	Not Applicable
Utility and Service Uses	
All Utility and Service uses	Not Applicable
Telecommunication Uses	
Stealth telecommunications facilities	1 per tower
Agricultural Uses	
Community gardens	Not Applicable
Urban farms	1 per 4 employees
Storage, Transportation and Logistics Uses	
All Storage, Transportation and Logistics Uses	Not Applicable

2. *On-street parking.* On-street parking, constructed to city code, within a public right-of-way along the lot frontage can be counted towards on-site parking requirements. An approved revocable permit from the city commission is required for on-street parking constructed by the new development.
3. *Payment in lieu of parking (PILOP).* Up to three required parking spaces may be accommodated via payments to the PILOP program as described in section 6.01.19.
4. *Parking alternatives.* The following may be substituted for required on-site parking spaces. Alternative parking spaces shall count toward no more than 25 percent of the overall on-site parking requirement.
 - a. Two motorcycle or scooter spaces shall count as one parking space
 - b. Two golf cart spaces shall count as one parking space
5. *Historic preservation credit.* Historic buildings as designated by the Stuart Historic Preservation Board and recorded and preserved in compliance with section 5.09.00 A, Historic preservation program, are exempt from new parking requirements due to a change of use when existing on-site parking remains. If existing on-site parking is removed, up to 50 percent of the required parking for any use may be accommodated via payments to the PILOP as described in section 6.01.19.

~~6. EV charging station (EVCS). All new commercial development of greater than 5,000 square feet of gross floor area and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s). See section 2.06.22.~~

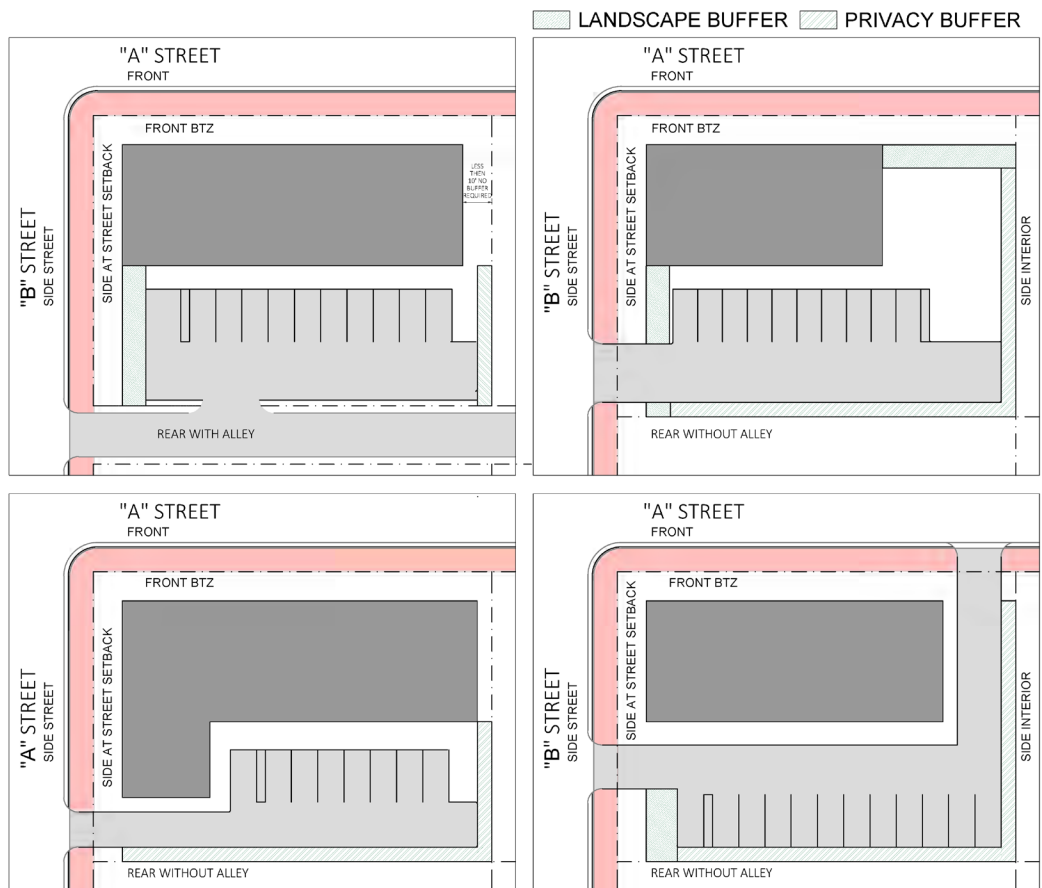
7. *Parking placement.* See Figure ESN-43, Parking placement.

- a. All parking areas shall be located as shown in Figure ESN-44, Parking placement diagram, behind the rear facade of the principal building and screened from public rights-of-way by a street-wall, other screening approved by the development director, or landscape buffer as described in section 3.02.09, Landscaping and site design standards, of this Code.
- b. Boats, campers, and recreational trailers may only be parked in rear yard and side yard setbacks.

FIGURE ESN-43 PARKING PLACEMENT

	Distance from Lot Line	Landscaping Requirement in Parking Lots
Front	10' or 5' behind building facade	Landscape buffer
Side street	10' or 5' behind building facade	Landscape buffer
Side interior	5'	Privacy buffer
Side with alley	0'	Not applicable
Rear without alley	5'	Privacy buffer
Rear with alley	0'	Not applicable
Curb Cut Notes		
1. For properties with access to an improved alley, no street curb cuts are permitted.		
2. Where buildings do not have alleys in the rear of the property, curb cuts shall be no closer than 75 feet along the lot frontage. Distance between curb cuts shall be measured from the centerlines of each curb cut.		
3. Curb cut(s) shall be permitted for a single-family residence utilized as a single family dwelling or duplex dwelling regardless of the existence of an alley.		
4. Excluding parcels in public zoning district, the total driveway width at the property line shall not exceed 20 feet.		

FIGURE ESN-44 PARKING PLACEMENT DIAGRAM



8. *Parking design standards.*

- a. See Figure ESN-45, Parking lot design dimensions.
- b. Where an improved alley is located along the side or rear property lines, improved alleyway may be used as part of the required back-up/drive aisle dimension for parking spaces.
- c. *Materials.*
 - i. Vehicular access shall consist of concrete, brick or concrete pavers, asphalt, stamped pattern concrete systems, rock salt textured concrete with integral color, grass block, or other similar material approved by the development director.
 - ii. For developments requiring ten or fewer parking spaces, parking areas may be constructed with shell-rock, gravel, turf blocks, paver blocks, or other alternative materials approved by the development director. Additional maintenance requirements may be required of a developer utilizing alternative materials such as daily sweeping of shell-rock or gravel.

FIGURE ESN-45 PARKING LOT DESIGN DIMENSIONS

Space Angle	Space Width	Parking Row Depth	Curb Length	Drive Aisle Width: One-way	Drive Aisle Width: Two-way
Parallel or 0°	8'0" ¹	9'0"	22'0"	10'0"	20'0" ³
30°	9'0" ²	17'0"	20'0"	12'0"	20'0" ³
45°	9'0" ²	19'0"	14'6"	12'0"	20'0" ³
60°	9'0" ²	20'0"	11'9"	13'0"	20'0" ³
Perpendicular or 90°	9'0" ²	18'0"	9'0"	24'0"	20'0" ³
¹ May include valley gutter.					
² The width of parking spaces may be reduced to 8½ feet for up to 20 percent of the required parking.					
³ The two-way drive aisle width may be reduced from 20 feet to a minimum of 12 feet for parking areas of eight spaces or less. Within a reduced drive aisle area, parking spaces are prohibited, with the exception of parallel parking spaces.					

9. *Garages, structured parking and parking located within a building envelope.*

- a. Garages shall not be the principal element of the front facade.
- b. *Structured parking.* Structured parking may be permitted through a conditional use approval, and shall:
 - i. Be screened by a liner building with active commercial or residential use provided for a depth of no less than 20 feet measured from the building facade.
 - ii. Provide shade on at least 30 percent of any exposed parking on the roof with an aged solar reflectance index (SRI) of at least 32, be a vegetated roof, or be covered by energy generation systems.
- c. For detached single-family dwelling unit and duplexes the following shall apply:
 - i. Attached garages shall be set back from the front facade as described in Figure ESN-46, Front loaded attached garage, or configured with a side entry, shown in Figure ESN-47, Front loaded-side entry attached garage.
 - ii. Detached garages are permitted provided they comply with the outbuilding building type and building coverage requirements.
 - iii. Carports and porte cocheres shall be regulated the same as attached garages.

FIGURE ESN-46 FRONT LOADED ATTACHED GARAGE

Description
Setting the garage back from the primary facade emphasizes the building entrance and living spaces.
Dimensions

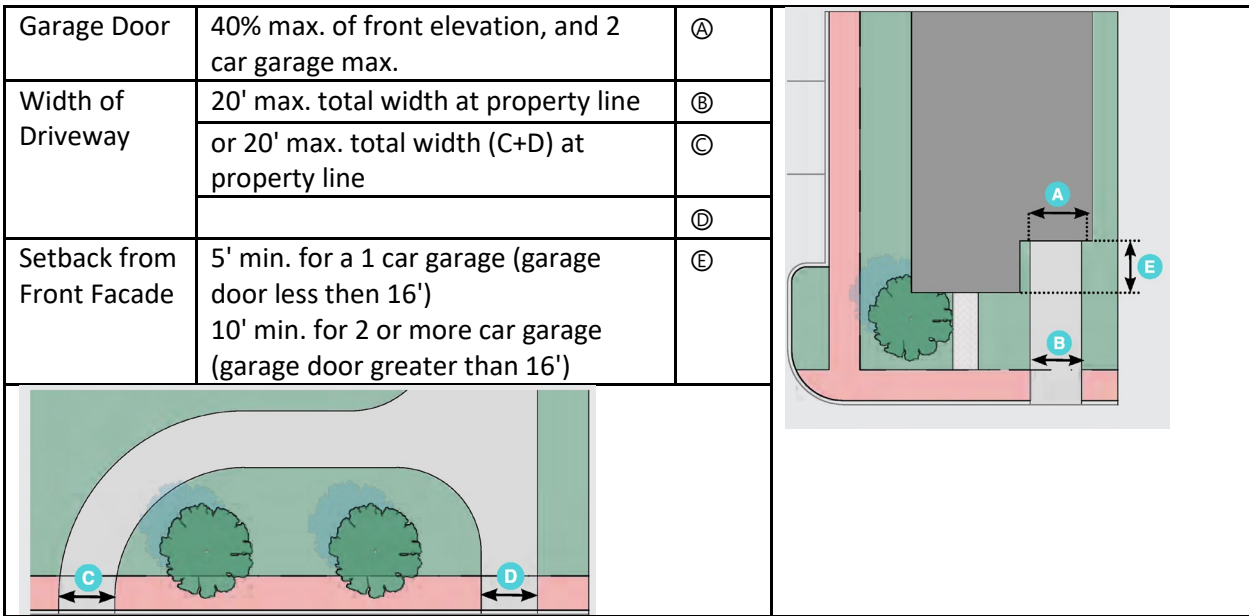
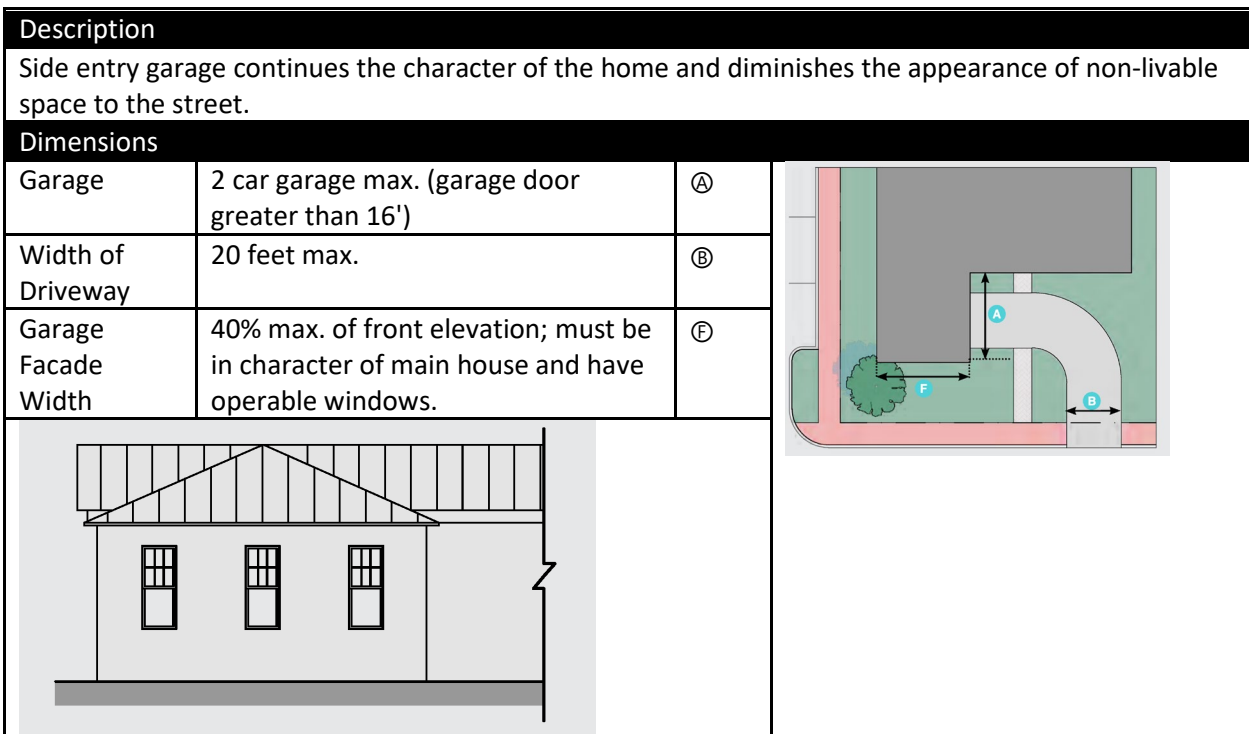


FIGURE ESN-47 FRONT LOADED-SIDE ENTRY ATTACHED GARAGE



- E. *Heat island effect.* In order to reduce urban heat islands the following recommendations are provided for site design:

1. Provide shade on at least 30 percent of non roof impervious surface on the site, including parking lots, walkways, plazas, etc.
2. Use light-colored/high-albedo materials (reflectance of at least .3) for 30 percent of the site's non-roofed impervious surfaces

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.08. Stormwater standards.

- A. Section 6.03.00, Stormwater management, applies as written.

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.09. Landscape and site standards.

- A. Figure ESN-48 identifies which of the landscaping, buffering, tree protection standards in section 6.04.00 apply in the East Stuart Neighborhood and which standards are modified, replaced, or do not apply.

FIGURE ESN-48 LANDSCAPE AND SITE STANDARDS

Sec. 6.04.00	Landscaping	Applies as written	Replaced by
Sec. 6.04.01	Applicability of the Stuart Landscape Code	✓	-
Sec. 6.04.02	General provisions	✓	-
Sec. 6.04.03	Landscape design	→	Sec. 3.02.09 B
Sec. 6.04.04	Maintenance	✓	-
Sec. 6.04.05	Xeriscape landscape	✓	-
Sec. 6.04.06	Land use transitions and landscape buffers	→	Sec. 3.02.09 C
Sec. 6.04.07	Parking areas for multi-family and all non-residential developments	→	Sec. 3.02.09 D
Sec. 6.04.08	Developments landscape requirements	→	Sec. 3.02.09 C
Sec. 6.04.09	Variance appeal to board of adjustment	✓	-
Sec. 6.04.10	Loading, storage, mechanical equipment, solid waste disposal facilities and other service function	→	Sec. 3.02.09 F
Additional Site Standards			
Sec. 6.07.00	Lighting	→	Sec. 3.02.09 E
Sec. 6.08.00	Solid Waste and Recycling Container Standards	→	Sec. 3.02.09 F

- B. *Landscape design.* For all development a landscape plan shall be submitted and approved as part of the development approval process and prior to the issuance of a development permit.

Landscape plans for a major development shall be prepared by a registered landscape architect. All landscape plans must show the location of existing or proposed utility lines that could be impacted by the vegetation being planted.

1. *Required landscape area and tree planting.* Figure ESN-49, Required landscape area and tree planting, indicates the minimum number of trees and landscape area that must be planted.

FIGURE ESN-49 REQUIRED LANDSCAPE AREA AND TREE PLANTING

Zoning	Minimum Percentage	Number of Trees per Site
BMU	Not applicable	1 within build-to-zone
GRO	20% of site	1 within build-to-zone
SFD	20% of site	1 within build-to-zone
Public	Not applicable	1 per 30 linear feet at lot frontage
Recreation	Not applicable	1 per 30 linear feet at lot frontage

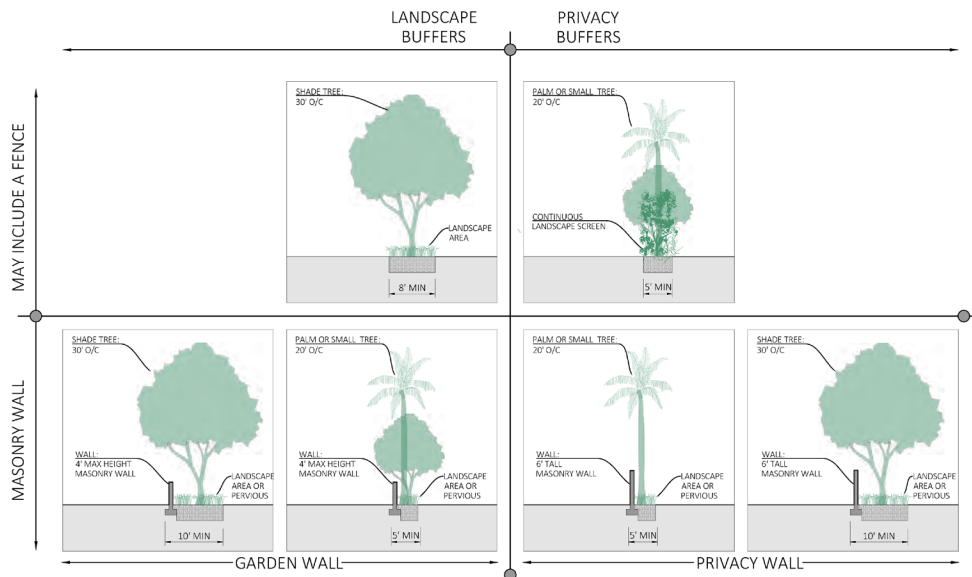
2. The landscaped areas shall be located on the site as to maximize preservation of existing trees with priority given to specimen and/or historic trees as described in chapter V, Resource protection related development standards. The development director may grant a reduction in required trees to be planted for existing trees to remain.
 3. All required shade trees, as defined by chapter VI shall be 14 feet in height at installation, and have a DBH of not less than two and one-half inches.
 4. Where the location of required landscaping is precluded by existing buildings or permanent site improvements, the placement of landscaping may occur off-site in right-of-way or other nearby public space, in openings within paved areas, or in other locations as determined by the development director.
 5. Yards shall be sodded or otherwise landscaped in accordance with section 3.02.09.
 6. Impervious surfaces shall not be placed within five feet of the base of an existing tree to be preserved.
 7. Mulch shall be designed and installed in all planting areas to a depth of three inches. The type of mulch shall be Florida Friendly mulch and be specified on the landscape plan.
 8. *Visibility triangles.* All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with section 3.02.06 F.
- C. *Landscape and privacy buffers.* See Figure ESN-50, Minimum buffer types, for descriptions of required buffers.

FIGURE ESN-50 MINIMUM BUFFER TYPES

Type	Name	Min. Width	Wall or Fence, see Sec. 03.02.10	Tree or Palm	Landscaping
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Landscape buffers Privacy buffers	Shade tree buffer	8'	May include fence	Shade tree, every 30' o/c	A hedge planted 24 to 30 inches on-center, and grass, ground cover, or other landscape treatment not less than 50%, LID is encouraged
	Garden wall buffer 1	10'	Finished masonry wall, 4' max. height	Shade tree, every 30' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material, LID is encouraged
	Garden wall buffer 2	5'	Finished masonry wall, 4' max. height	Tree or palm, every 20' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material
	Landscape privacy buffer	5'	May include fence	Tree or palm, every 20' o/c	A hedge planted 24 to 30 inches on-center or other landscape treatment to create a 6' tall continuous landscape screen
	Privacy wall buffer 1	5'	Finished masonry wall, 6' tall	Tree or palm, every 20' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material
	Privacy wall buffer 2	10'	Finished masonry wall, 6' tall	Shade tree, every 30' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material, LID is encouraged



D. *Parking lot standards.*

1. *Parking lot perimeter landscaping.* A parking lot not entirely screened visually by an intervening building from abutting rights-of-way or private property, and with six or more parking spaces

shall include landscape and privacy buffers. See Figure ESN-43, Parking placement, and Figure ESN-44, Parking placement diagram, in section 3.02.07.

2. *Parking lot interior landscaping.*

- a. Interior landscaping shall include not less than one shade tree for every 500 square feet or fraction thereof of interior landscaped area.
- b. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than two feet.
- c. Not less than 80 percent of trees used in parking area interior landscaping shall be shade trees.
- d. Interior landscaped islands shall be provided between every ten parking spaces. Each interior island shall be not less than six feet in width. Each interior island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass, and mulch.
- e. Terminal landscaped islands shall be provided at the end of each parking row. Terminal landscaped islands shall not be less than eight feet in width and the length of the parking space. Each terminal island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass and mulch.
- f. Interior landscaped medians shall be provided between every interior row of parking spaces and not less than six feet in width. Interior medians shall be landscaped with not less than one shade tree every 30 linear feet and a combination of shrubs, ground cover, grass and mulch.
- g. Parking lot interior landscaping shall utilize low-impact development strategies.
 - i. If curbs are to be used, their number, placement and design should be carefully considered to allow percolation of stormwater. An opening shall be no less than 18 inches wide is to reduce the potential for clogging.
 - ii. A minimum two-inch drop is required between the pavement and the vegetated area. A gravel area may be required to dissipate energy and prevent erosion at entry points to rain gardens or parking lot islands.
 - iii. The street profile shall match the intended drainage; i.e., a crowned street will drain to both sides, or a side shed profile will drain to only one side.

3. *Excess parking lot spaces.* Where the number of parking spaces installed in a surface lot exceeds the minimum number of on-site parking spaces required by this Code:

- a. Landscape buffers shall not be less than eight feet and shall include shade trees.
- b. For every additional five spaces, one shade tree shall be provided on site.
- c. All excess parking spaces shall be made of pervious hardscape such as pavement, concrete and/or pavers.

E. *Lighting.* All development shall be designed to provide safe, convenient and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. Light fixtures shall be designed as an integral design element that complements the design of the project through style, material or color.

1. The use of exposed neon or LED rope lighting on any property is prohibited.
2. *Fixture height.* Except for in the public zoning district, lighting fixtures shall be a maximum of 15 feet in height.
3. *Light pollution and spillage.* Lighting shall be designed so as to prevent direct glare, light spillage and hazardous interference with automotive and pedestrian traffic on adjacent streets and all adjacent properties. Lighting shall be designed and installed so the light source does not shine directly onto adjacent residential uses or a residential zoning district.
 - a. The applicant is encouraged to minimize light spillage from building and site and to reduce urban-glow. Dark sky approved lighting is encouraged.
 - b. For perimeter exterior lighting, only full cutoff luminaries shall be approved.
 - c. For institutional, commercial and major development projects the maximum allowable illumination at the property line of any adjoining parcel or public right-of-way is 0.2 horizontal and vertical foot-candles measured at six feet above grade level.

F. *Solid waste and recycling.*

1. *Solid waste and recycling generation rates.* Generation rates in section 6.08.01 are weekly and apply except where modified below in Figure ESN-51, Solid waste and recycling weekly generation rates. Generation rates shall be calculated or reassessed with new development, substantial renovation, substantial improvement, or change of use.

FIGURE ESN-51 SOLID WASTE AND RECYCLING WEEKLY GENERATION RATES

Use	Recycling (min)	Garbage (min)	Cardboard
Residential, four units or less, per unit	One 65-gallon blue cart	One 95-gallon green cart	Not required
Residential, five units or more, per unit	0.17 cubic yards per unit	0.17 cubic yards per unit	Not required
Commercial less than 5,000 sf	Two 95-gallon blue carts	Two 95-gallon green carts	Not required

2. *Location of solid waste and recycling storage and/or enclosures.* All new development, substantial renovation, or change of use must provide sufficient on-site space and maintenance for the placement and collection of solid waste and recycling storage and/or enclosures. Excluding improved alleys, all solid waste and recycling storage shall be screened from view from public rights-of-way.
 - a. Screening may be achieved by with a buffer as described in Figure ESN-50, Minimum buffer types, a freestanding enclosure, or an enclosure within the building footprint. Where more than six roll-out carts are required an enclosure shall be provided.
 - b. The location of solid waste & recycling storage and/or enclosures:
 - i. Shall be accessed from the alley if an improved alley is present.

-
- ii. Prohibited on Neighborhood Main Street as shown in Figure ESN-07, Thoroughfare plan.
 - iii. Where an alley is not present, solid waste & recycling storage and/or enclosures shall be located to prevent conflict with pedestrians, minimize the quantity and length of curb cuts, and promote a high quality, livable public realm.
 - c. The utilities and engineering director encourages businesses under the same ownership or within the same block to share enclosures to meet required enclosure standards.
 - d. Design of freestanding solid waste & recycling storage enclosures shall have:
 - i. A six-feet tall finished concrete wall on three sides. Use of chain link or wooden fencing to meet this requirement is prohibited.
 - ii. Closable, lockable opaque gates. Gates may be opaque inserts within a chain link gate.
 - iii. Landscaping around the enclosure is not required.
 - iv. Bollards are required to be located at the rear of enclosure only.
 - v. Enclosure size shall be a minimum ten feet by ten feet (interior dimensions). Larger enclosures shall be provided as necessary to house larger proposed or required containers.

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.10. Fence and wall standards.

- A. *Fence and wall principles.* All development including public improvements shall incorporate the following fence and wall principles:
 - 1. Fences or walls shall be in harmony and compatible with their surroundings.
 - 2. All fences and walls shall be maintained in good repair on both sides, so as to be structurally sound.
 - 3. No fences, walls, or hedges may be located within the intersection sight-triangle as set forth. See section 3.02.06 F, Visibility triangles.
 - 4. *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.
- B. *Construction fences.* All development projects greater than a half acre shall install 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.
- C. *Materials.*
 - 1. Fences and walls shall be constructed with one or more of the materials listed in Figure ESN-52, Fence and wall materials.

FIGURE ESN-52 FENCE AND WALL MATERIALS

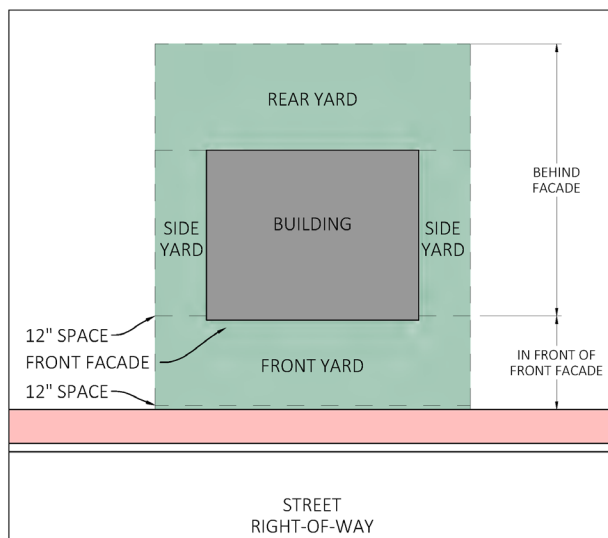
Fence Materials			
Aluminum or Steel	Stone or pre-cast concrete	Wrought iron	Painted stucco
Brick	Wood	Vinyl	Split-face masonry block

2. Metal fences shall be of non-corrodible metal or galvanized wire fabric, having a minimum of 11 gauge. Chain link fences shall be vinyl coated. Colors of the vinyl material shall be limited to green or black.
3. Fences and walls shall be finished on the exterior side where all framing is facing the interior.
4. *Dangerous materials prohibited.*
 - a. No fence, wall, or other enclosures shall include materials or devices, such as broken glass, spikes, razors, nails or similar materials intended or designed to maim, mutilate or cause other bodily injury to any person or animal.
 - b. Electrically charged fences are prohibited.
 - c. Barbed wire fences are hereby prohibited, unless approved as necessary to protect the public from hazardous conditions.

D. Height.

1. Fences located in the front yard shall have a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a fence may be no more than 6 feet in height. See Figure ESN-53, Wall and fence locations, for an illustration of front, rear, and side yards.
2. The height of fences and walls shall be measured from existing natural elevation of a lot, prior to any construction or alteration.
3. 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.

FIGURE ESN-53 WALL AND FENCE LOCATIONS



(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.11. Sign standards.

- A. Figure ESN-54, Sign standards, identifies which of the sign standards in section 6.11.00 apply in The East Stuart Neighborhood and which standards are modified, replaced, or do not apply. Permanent signs are only permitted in the BMU Zoning District. For GRO and SFD refer to section 3.02.03 B, Standards for specific uses, for exceptions.

FIGURE ESN-54 SIGN STANDARDS

Sec. 6.11.00	Signs	Applies as written	Replaced by
Sec. 6.11.01	Purpose and goals	✓	
Sec. 6.11.02	Permit required.	✓	
Sec. 6.11.03	Non-conforming pole signs	✓	
Sec. 6.11.04	Permit procedures	✓	
Sec. 6.11.05	Aesthetic attributes	✓	
Sec. 6.11.06	Code applicability	✓	
Sec. 6.11.07	Sign area, dimensioning, lighting and colors	→	Modified by Sec. 3.04.11 B
Sec. 6.11.08	Design requirements and restrictions	✓	
Sec. 6.11.09	Unified signage plan; location, safety, design requirements and restrictions	✓	
Sec. 6.11.10	Structural standards	✓	

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(Supp. No. 16)

Sec. 6.11.11	Removal and disposition of certain signs	✓	
Sec. 6.11.12	Types of signs permitted	✓	
Sec. 6.11.13	Special purpose signs and signing	✓	
Sec. 6.11.14	"No fee permit" signs	✓	
Sec. 6.11.15	Exempt signs (not requiring a permit)	✓	
Sec. 6.11.16	Prohibited signs	→	Modified by Sec. 3.04.11 H
Sec. 6.11.17	Design standards matrix	✓	

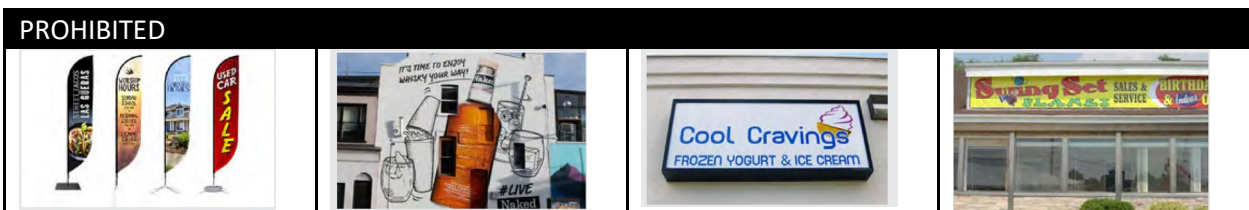
- B. *Illumination.* In addition to section 6.11.07 applies except where modified in Figure ESN-55, Sign lighting standards.

FIGURE ESN-55 SIGN LIGHTING STANDARDS

		PERMITTED	PERMITTED	PROHIBITED
POWER SOURCE AND ILLUMINATION	Sign lighting should be integrated into the architectural features of the building. Power sources, raceways and conduits shall not be visible.			
		Gooseneck lighting	Front-lit LED channel letters with translucent acrylic faces, or Reverse channel LED halo-lit letters	Face illuminated channel letters mounted on exposed raceway. Fluorescent lighting, exposed neon, LED rope or similar perimeter lighting, electronic changeable copy sign

- C. *Prohibited signs.* Section 6.11.16 applies except where modified in Figure ESN-56, Types of signs prohibited.

FIGURE ESN-56 TYPES OF SIGNS PROHIBITED



Advertising flags including feather flags and tear drop flags	Murals which are advertising or painted wall signage which exceed permitted dimensions	Face illuminated cabinet sign, back-lit sign panels	Vinyl banners hung from awnings, roof fascia or arcade
			
Billboards, single pole and pylon signs	Electronic changeable copy signs	Window signs exceeding 40% of glazing area. It can be perceived as visual clutter.	
PROHIBITED SIGNAGE ILLUSTRATED			
Activity inside is obscured by banners and window coverings. The materials such as plastic face-lit cabinets and banners are not durable and long lasting. The pole sign is too high, contributes to signage clutter, and does not address the pedestrian.			

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

Sec. 3.02.12. Architectural standards.

- A. *Historic preservation.* Structures or sites identified as historically and architecturally contributing shall be candidates for historic protection as set forth in section 5.09.00.
- B. *Building additions.* The exterior appearance of additions to an existing building should be compatible with the existing building. For example, exterior walls should be of the same or compatible materials and finished in the same manner as the existing structure. Windows should also be of the same type or be complementary with the existing windows.
- C. *Architectural character.* New development, substantial renovations and major facade improvements within the East Stuart Neighborhood Code shall be harmonious with the community's traditional architecture, including, but not limited to, early Florida vernacular cottages, Bahamian cottage, railroad homes, conch house, Mediterranean revival, mission revival, bungalow, classic revival—folk Victorian, ranch or other architectural types common to Stuart. The development director shall determine compliance in this regard.
 1. *Roofs and gutters.*

-
- a. For buildings which are located not more than five feet from the front property line, gutters must be shielded and shall not drain onto hardscape. Downspouts may be enclosed within a column or other architectural feature. Rain-barrels, cisterns, and other low impact development strategies are encouraged.
 - b. *Heat island effect.* In order to reduce urban heat islands Use Energy Star roof-compliant, high-reflectance and high emissivity roofing or install a "green" (vegetated) roof for at least 50 percent of the roof area.
2. *Building colors and finishes.* Exterior building wall colors for all new development and substantial renovation within the East Stuart Neighborhood shall be neutral shades, white, or Bahamian pastel-color exteriors including, but not limited to, pinks, blues, yellows, and greens to reflect the historic neighborhood. The use of black or florescent colors is prohibited as exterior wall or accent colors. Building trim color shall complement the predominant exterior building color.

(Ord. No. 2507-2023, § 1(Exh. A), 2-13-23)

3.03.00. S.E. OCEAN BOULEVARD OVERLAY ZONE

- A. *Title.* The provisions of this section 3.03.00 shall be known as the "S.E. Ocean Boulevard Overlay Zone Design Standards."
- B. *Area defined.* The S.E. Ocean Boulevard Overlay Zone shall be that geographical area of the City of Stuart as encompassed by the following description:

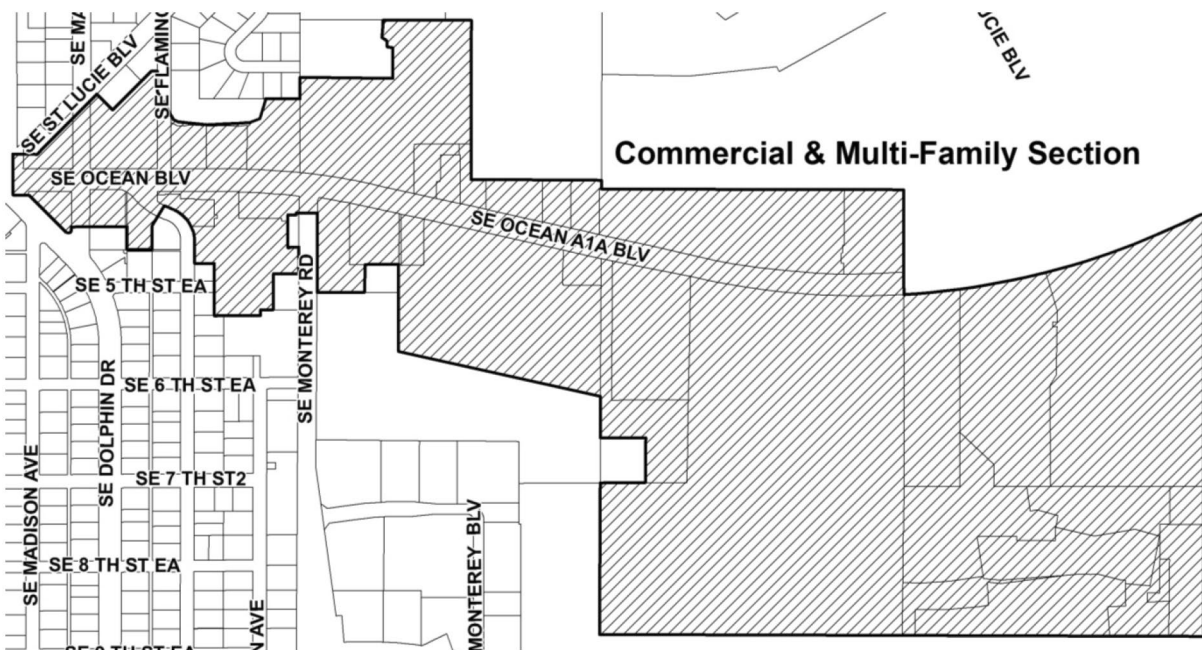
THE AREA AND PROPERTIES FRONTING THE NORTH AND SOUTH SIDES OF S.E. OCEAN BOULEVARD (CR A1A), BOUNDED BY S.E. GEORGIA AVENUE TO THE WEST AND THE ST. LUCIE RIVER TO THE EAST AS DELINEATED BY COMMON PROPERTY OWNERSHIP.

There are two sections in the S.E. Ocean Boulevard Overlay Zone — the "Professional Office Section" and the "Commercial and Multi-family Section." These sections are defined as:

Professional Office Section: That area bounded by S.E. Georgia Avenue to the West and S.E. Dolphin Drive to the East.



Commercial & Multi-Family Section: That area bounded by S.E. Dolphin Drive to the West and the St. Lucie River to the East.



- C. *Definitions.* The terms used in this S.E. Ocean Boulevard design standards are defined in chapter XII, Definitions.

Sec. 3.03.01. Generally.

- A. *Intent.* The S.E. Ocean Boulevard Overlay Zone Design Standards are designed to encourage redevelopment along S.E. Ocean Boulevard as described below by offering development incentives that are not otherwise available by this Code. These shall include the promotion of pedestrian friendly streets, the development of a coordinated and aesthetic streetscape, and the promotion of

traditional building types with arcades, porches and balconies situated to screen the street from parking lots. The S.E. Ocean Boulevard Overlay Zone Design Standards do not change the future land use designation or zoning in effect on any property.

- B. *Applicability.* The provisions of the S.E. Ocean Boulevard design standards shall apply to development with the designated sections defined above. Except as amended by these standards, the applicable development standards otherwise set forth in this Code shall remain in full force and effect.

The development standards set forth below which relate to building placement and parking shall apply to new development and to substantial renovation.

The development standards set forth below which relate to landscaping, signage, lot coverage and exterior building wall colors shall apply to new development, renovation development and vacant development as defined in section 6.04.00, Landscaping, of this Code.

The development standards set forth below which relate to architectural requirements shall apply to new development, substantial renovation, and to renovation which affects more than 50 percent of the facade of a building and to building exterior refinishing.

Sec. 3.03.02. Development standards.

A. *Professional office section.*

1. *Building placement.*

- a. The front building facade shall be constructed adjacent to the street along the S.E. Ocean Boulevard property line with a setback of not less than ten feet and not more than 15 feet. This requirement shall not apply to a property that abuts a residential use or a residential zoning district. In cases of conflict with the Americans with Disabilities Act, a greater conflict may be permitted.
- b. The side setbacks may be a minimum of five feet on both sides.
- c. If the property is abutting a right-of-way or a non-residential use or district, the rear setback may be zero feet. Otherwise, the rear setback shall be 20 feet.
- d. The width of the principal building shall be not less than 50 percent of the lot width.

2. *Parking.*

- a. All parking areas shall be located either behind the rear building facade or at the side property lines. This requirement shall not apply to a property that abuts a residential use or a residential zoning district. The parking areas shall be screened by a landscape buffer as described in section 6.04.00, Landscaping, of this Code.
- b. A continuous concrete sidewalk shall be installed at locations where driveways intersect sidewalks.
- c. A pedestrian connection consisting of decorative paving materials shall be installed to connect the S.E. Ocean Boulevard entrance of the principal building with the sidewalk along S.E. Ocean Boulevard.

-
- d. For corner lots with access from side streets other than S.E. Ocean Boulevard, no new curb cuts shall be permitted along S.E. Ocean Boulevard. All parking egress shall be required from the side street.
- 3. *Architectural requirements.*
 - a. Architectural features consisting of arcades, balconies or porches are required along the S.E. Ocean Boulevard street facade.
 - b. Roofs and gutters shall comply with section 3.01.04 B., Architectural standards and regulations of the Urban Code.
 - c. Building walls shall comply with section 3.01.04 A., Architectural standards and regulations of the Urban Code. Simulated materials may be permitted provided the manufacturer's specifications indicate a ten-year successful application in a similar climate.
 - d. All exterior building wall colors shall comply with section 3.01.04 G., Architectural standards and regulations of the Urban Code.
 - e. All utility devices and trash receptacles must be visually screened from public right-of-way.
 - 4. *Landscaping.*
 - a. The strip of land between the front building facade and the front property line shall be landscaped with a combination of trees, hedges, shrubs, vines, grass and ground cover as described in section 6.04.07, Landscaping, of this Code.
 - b. Tree materials planted along all street facades shall consist of the following tree types as identified in section 6.04.02, Landscaping: 50 percent flowering trees and 50 percent palms.
 - 5. *Signage.*
 - a. Only signs as provided in chapter VI of this Code shall be permitted.
 - 6. *Lot coverage.*
 - a. Not more than 50 percent of a building site may be covered by impervious surface coverage.
- B. *Commercial and multi-family section.*
 - 1. *Building placement.*
 - a. The front building facade shall be constructed adjacent to the street along the S.E. Ocean Boulevard property line with a setback of not less than ten feet. In cases of conflict with the Americans with Disabilities Act, a greater conflict may be permitted.
 - b. The side setbacks may be a minimum of five feet on both sides.
 - c. If the property is abutting a right-of-way or a non-residential use or district, the rear setback may be zero feet. Otherwise, the rear setback shall be 20 feet.
 - d. The width of the principal building shall be not less than 50 percent of the lot width.

2. *Parking.*

- a. The lesser of 25 percent of parking area or one row of parking area may be located between the front building facade and the front property line. All other parking shall be located behind the rear building facade or at the side property lines. This requirement shall not apply to a property that abuts a residential use or a residential zoning district. The parking areas shall be screened by a landscape buffer as described in section 6.04.06, Landscaping, of this Code.
- b. A continuous concrete sidewalk shall be installed at locations where driveways intersect sidewalks.
- c. A pedestrian connection consisting of decorative paving materials shall be installed to connect the S.E. Ocean Boulevard entrance of the principal building with the sidewalk along S.E. Ocean Boulevard.
- d. For corner lots with access from side streets other than S.E. Ocean Boulevard, no new curb cuts shall be permitted along S.E. Ocean Boulevard. All parking egress shall be required from the side street.

3. *Architectural requirements.*

- a. Roofs and gutters shall comply with section 3.01.04 B., Architectural standards and regulations of the Urban Code.
- b. Building walls shall comply with section 3.01.04 A., Architectural standards and regulations of the Urban Code. Simulated materials may be permitted provided the manufacturer's specifications indicate a ten-year successful application in a similar climate.
- c. All exterior building wall colors shall comply with section 3.01.04 G., Architectural standards and regulations of the Urban Code.
- d. All utility devices and trash receptacles must be visually screened from public right-of-way.

4. *Landscaping.*

- a. As described in section 6.04.07, Landscaping, of this Code, tree materials planted along all street facades shall consist of the following:
 - i. For buildings with front setbacks of ten to 15 feet: 50 percent flowering trees and 50 percent palms.
 - ii. For buildings with front setbacks of 15 feet or greater: 25 percent flowering trees, 25 percent palms and 50 percent shade trees.

5. *Signage.*

- a. Only signs as provided in chapter VIII of this Code shall be permitted.

6. *Lot coverage.*

- a. Not more than 65 percent of a building site may be covered by impervious surface coverage.

Sec. 3.03.03. Exempt uses.

Except for the landscaping provisions herein, single-family and two-family residential structures shall be exempt from the provisions of the S.E. Ocean Boulevard Overlay Zone.

(Ord. No. 1719-00, 4-10-00)

Sec. 3.03.04. S.E. Ocean Boulevard Overlay Zone conditional use.

The city commission may grant a S.E. Ocean Boulevard Overlay Zone code conditional use. The review of a S.E. Ocean Boulevard Overlay Zone code conditional use application shall follow the procedures set forth in section 11.01.10 relating to Major Conditional Use Approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, burden of proof, revocation and expiration. Approval of a S.E. Ocean Boulevard Overlay Zone code conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code and the city comprehensive plan, and will measurably improve the form, function and traditional neighborhood characteristics of the east ocean overlay district.

(Ord. No. 2009-04, § 1, 12-20-04)

3.04.00. THE CREEK DISTRICT CODE

Sec. 3.04.01. Procedure and process.

- A. *Intent.* The purpose of The Creek District Code is to encourage infill redevelopment, historic preservation, and promote the rich arts and entertainment community with appropriate standards. These regulations reflect traditional building with arcades, balconies, porches, and the enabling of social interaction on downtown streets. This Creek District Code defines coherent streetscapes, the visual protection of the streetscape, and the historically relevant architectural heritage of downtown Stuart.
- B. *Boundary.* The boundaries of the neighborhood are set forth in section 3.04.02, Regulating plan.
- C. *Applicability.* The provisions of this Code shall only apply to development within The Creek District and only properties within The Creek District may utilize the Creek North (CN), Creek South (CS), and Creek Industrial (CI) designations.
 - 1. The standards and regulations set forth in section 3.04.00 shall apply to new development, amendments to planned unit developments, substantial improvement, and substantial renovation.
 - 2. An application which includes increased impervious area, new signage, or which would constitute a change of use shall include compliance with section 3.04.09, Landscape and site standards, section 3.04.10, Fence and wall standards, and section 3.04.11, Sign standards.
- D. *Consistency with comprehensive plan.* Zoning categories in The Creek District shall be interpreted as urban subdistricts. Applicable future land use designations are listed in Figure CD-01, Future land use and zoning consistency.

FIGURE CD-01 FUTURE LAND USE AND ZONING CONSISTENCY

Urban Subdistricts ZONING CATEGORIES	FUTURE LAND USES IN THE CREEK DISTRICT	
	Downtown FLU	Recreation FLU
	CN Creek North	-
	CS Creek South	-
	CI Creek Industrial	-
	MXPU Mixed-Use Planned Unit Development	
	UPUD Urban Planned Unit Development	
		Recreation
		PSPUD Public Service Planned Unit Development

- E. **Effective date.** This Code shall be effective at adoption and as amended from time to time.
- F. **Form-based code.** The Creek District Code is a form-based code that fosters predictable built results and a high-quality public realm by using physical form rather than full separation of uses, as the code's primary organizing principle.
- G. **How to use this Code.** See Figure CD-02, How to use this Code.

FIGURE CD-02 HOW TO USE THIS CODE



H. *Application permits.* No building or other land development permit shall be issued by the development director unless all provisions of this Code have been met, including approved exceptions, based on the development review and approval process.

1. *Pre-application conference.* Before beginning any new development, renovation, or demolition on private or public land, applicants are required to schedule a pre-application conference with the development department. A pre-application conference is not required for interior renovations, and may be administratively waived by the development director.
 - a. *Preliminary development review.* After the pre-application conference, a preliminary design review may be requested by the development director to include a conceptual site plan, floor plans, and elevations.

- b. At a pre-application conference, the applicant and development department will discuss relevant procedures from chapter XI and required board presentation(s) as outlined in Figure CD-03, Required board presentations.
- c. The development director may request an applicant host a community workshop including any active neighborhood associations or business associations before submitting an application. A community workshop will be required of all major development projects. Applicant shall notify city staff in advance of the meeting and shall submit minutes and sign-in sheets from the community workshop as part of the application.

FIGURE CD-03 REQUIRED BOARD PRESENTATIONS

		PRE- APPLICATION CONFERENCE	Community Redevelopment Agency			BOARD OF ADJUSTMENT	LOCAL PLANNING AGENCY	CITY COMMISSION
			CRB	SHPB	CRA BOARD			
Variance	Sec. 8.05.01	✓	✓			✓		
Plat Application	Sec. 11.01.05	✓						✓
Major Development Project	Sec. 11.01.02	✓	✓					✓
Minor Conditional Use	Sec. 11.01.11	✓	✓					
Major Conditional Use	Sec. 11.01.11	✓	✓					✓
Zoning Change	Sec. 11.01.09	✓	✓				✓	✓
FLU Change	Sec. 11.01.06 or 11.01.07	✓	✓				✓	✓

2. *Application.* After the pre-application conference and preliminary design review, an application for development shall be submitted to the development department in accordance with this Code. Except as modified herein, applications for development permits, excluding interior tenant finishes, within The Creek District shall meet the submittal requirements of plan document as defined in chapter XI. Completed applications shall include Figure CD-04, Application requirements.

FIGURE CD-04 APPLICATION REQUIREMENTS

APPLICATION REQUIREMENTS
A general vicinity or location map and legal description
Proposed permitted uses, development activities and design
Conceptual building plans
Front, rear, and side architectural elevations with required Frontage Types identified
Finished floor elevation, base flood elevation and crown of road
Documentation related to streets, parking, loading and connections to existing sidewalks
Landscaping including existing tree protection and planned shade trees
Identify any existing historic buildings as defined by section 5.09.00, Historic preservation
Signage
Conceptual stormwater management plan
Any other documentation as required by the development director in order to demonstrate compliance with this Code

- I. *Major development projects.* Major development projects shall be subject to the major development plan approval process described in section 11.01.02. Major development projects shall be as defined in Figure CD-05, Major development projects matrix. In addition to the requirements of section 11.01.02, a presentation to the CRB shall be required.

FIGURE CD-05 MAJOR DEVELOPMENT PROJECTS MATRIX

MAJOR DEVELOPMENT IN THE CREEK DISTRICT
A residential project which exceeds 35 total dwelling units.
A non-residential development over 35,000 square feet in floor area.
A mixed-use development over 35,000 square feet in floor area.
A public or private institutional development exceeding one acre in land area.
Pursuant to section 5.05.02 A.2.c when no practical alternative exists to locating structures on the site to accommodate a historic tree, a major development plan may apply for the removal and replacement of a historic tree.

- J. *Conditional use.* The review of a conditional use shall follow the procedures set forth in section 11.01.10 for a major conditional use and minor conditional use review. A conditional use shall be granted if the applicant can demonstrate that the request:
- Is consistent with this Code and the city's comprehensive plan;
 - Will further the implementation of the CRA redevelopment plan;
 - Will measurably improve the form and function of traditional neighborhood characteristics; and
 - Has satisfied site qualitative design development standards set forth in section 6.00.04.
- A minor conditional use or major conditional use shall be distinguished by the following:

-
1. *Minor conditional use.* A minor conditional use process shall be required for: public art and public murals. A minor conditional use shall be granted by the community redevelopment board (CRB).
 2. *Major conditional use.* A major conditional use process shall be required where a conditional use is requested for: permitted uses, density, structured parking, and location of a formula business.
 - a. *Review.* Unless a longer timetable is granted by city commission, a building permit shall be obtained no later than 12 months from the approval date of a major conditional use. A certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.
 - b. *Design objectives.* The city commission may impose development conditions and operational requirements in order to satisfy the design objectives. Design objectives may include:
 - i. Additional building setbacks.
 - ii. *Pedestrian amenities.* Pedestrian amenities in the form of benches, courtyards, shared use-paths, pedestrian lighting, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.
 - iii. *Green development.* On-site renewable energy generation, indoor and outdoor water use reduction or green development as outlined in section 6.06.00.
 - iv. *Enhanced landscaping.* Planting over and above code requirements with respect to size, quantity, and quality.
 - v. *Improvements to the surrounding neighborhood.* The applicant proposes to make improvements such as: replacing existing sidewalks with integral color concrete or pavers in the surrounding neighborhood.
 - vi. Require existing overhead utilities to be placed underground.
 - vii. *Neighborhood open space.* Neighborhood open space as provided by as described in section 3.04.04 F.2.
 - viii. *Historic preservation.* Preservation, relocation or a monetary contribution is made to the relocation of historic buildings fund for historic structure as defined within section 5.09.00 A.
- K. *Planned unit development project.* Applications or amendments to planned unit development projects shall outline any deviations from The Creek District Code. A planned unit development project shall only be granted if the applicant can demonstrate the same standards set forth for in conditional uses, **section 3.04.1 J.**

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.02. Regulating plan.

- A. *Zoning districts in the Creek District.* The following zoning districts regulate new development, thoroughfares and public spaces. The requirements vary according to the desired type and

intensity of development. All zoning districts promote a compact walkable neighborhood with a variety of housing choices. Three zoning districts are described below:

1. Creek North (CN) is a pedestrian-orientated center with dining, shopping, housing, and entertainment. Buildings are richly detailed, promote public art and public civic spaces. The Creek North was originally platted as Woodland Park. Therefore, it is home to historic structures and is characterized by smaller platted lots. A significant community playground is located to the north of the area.
 2. Creek South (CS) lies south of Frazier Creek and extends the pedestrian-oriented buildings and thoroughfares to US-1/Federal Highway at the southern edge. The Creek South affords opportunities for a variety of housing and business types on wide shaded sidewalks.
 3. Creek Industrial (CI) lies where the Hillcrest plat from 1913 was located. The area was historically platted as a segregated area for Black residents. Today the Creek Industrial is home to small-scale industrial and maker spaces. The Creek Industrial allows for a broad range of uses including live-work units, restaurants, retail, and trade industries.
- B. *Regulating plan.* Figure CD-06, Regulating plan, and Figure CD-07, Thoroughfare plan, are the regulating plans that apply to the Creek District.
1. *"A" streets and "B" streets.*
 - a. "A" streets are intended to develop over time as pedestrian-friendly environments and, as such, are held to higher standards regarding building placement, building frontage, and the location of parking and service uses.
 - b. "B" streets while still an important piece of the pedestrian environment, "B" streets are not held to the same strict standards as the "A" streets.
 2. *Required commercial frontage.* A portion of the street network held to stricter standards regarding allowable frontage types and uses located at the sidewalk level. Areas where required commercial frontage applies are indicated on the regulating plan. Required commercial frontage shall be at the ground level, non-residential, and open to the public for business. Frontage types shall include a shopfront, arcade, forecourt, or a porch. Required commercial frontage shall be provided for a depth of no less than 20 feet measured from the front of the building. The required commercial frontage can also be met with neighborhood open space as defined in Figure CD-12, Neighborhood open space types.
 3. *Recommended connections.* Potential future street or alley connections are illustrated on the thoroughfare regulating plan. Future connections are desired new vehicular or pedestrian connections to existing streets or alleys that will improve the overall transportation network. Future connections are not precise alignments or specific locations. The final street designations, exact alignment, location, maintenance responsibility and dedication of these intended links of the transportation network will be determined during the development review and approval process.
 4. *Improved alley candidates.* An improved alley candidate is an existing alley right-of-way which has not yet been improved to the standards in Figure CD-26, Alley. New development adjacent to alley candidates shall dedicate for improvement of alley. The dedication of land for an

improved alley allows development to use rear setback with alley setback and may still be included for the purpose of calculating density.

FIGURE CD-06 REGULATING PLAN

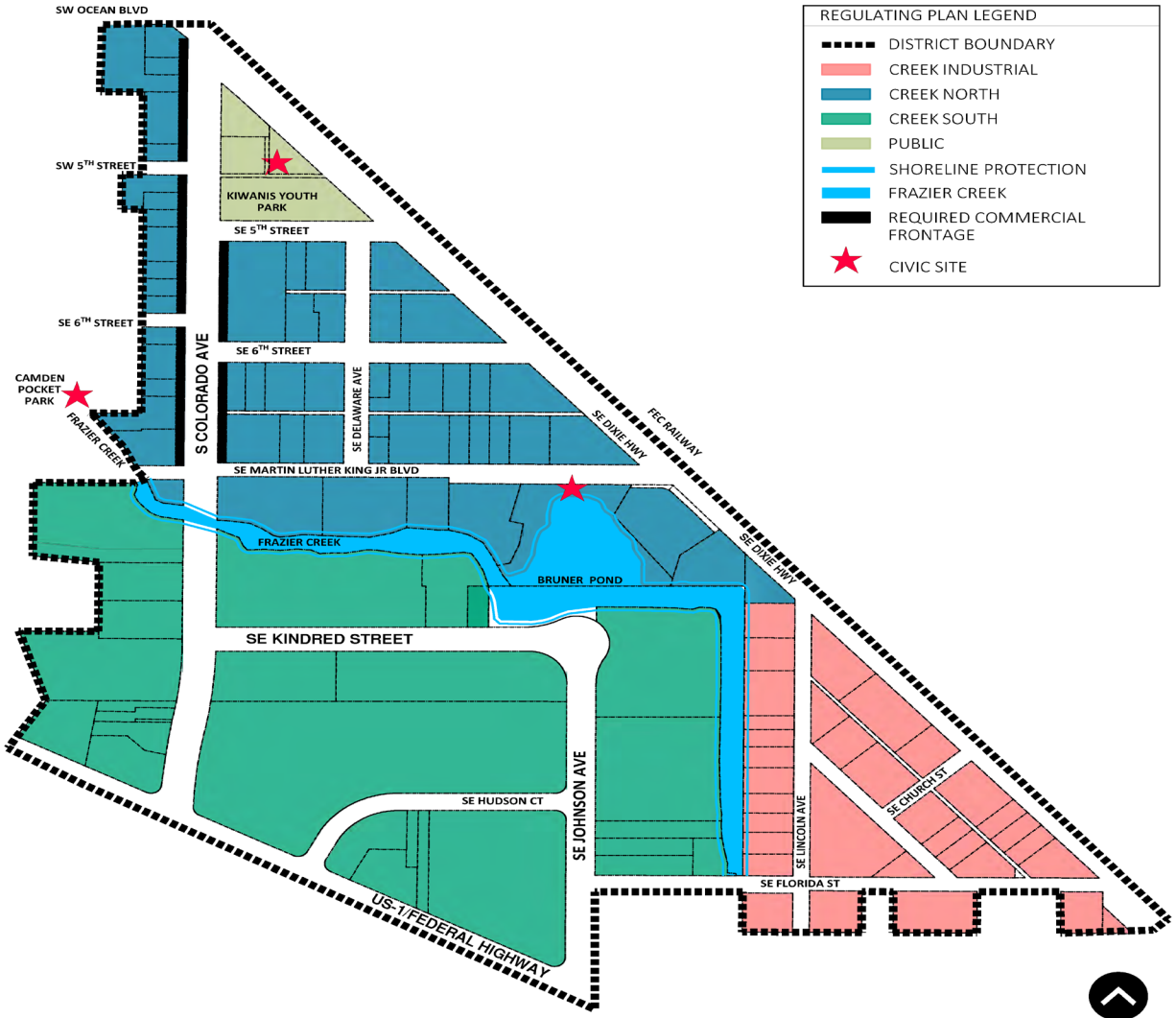
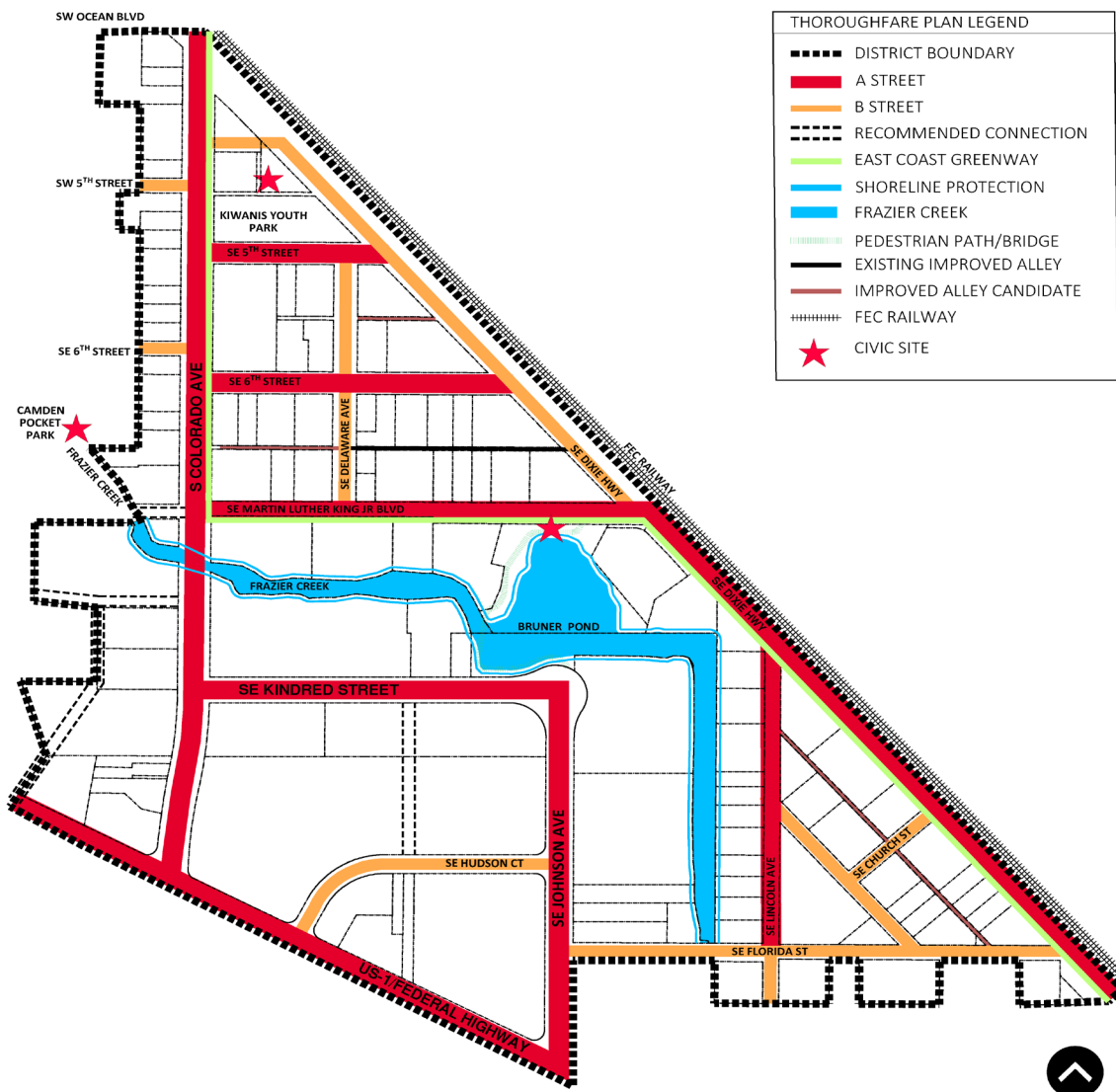


FIGURE CD-07 THOROUGHFARE PLAN



(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.03. Permitted uses.

A. Figure CD-08 identifies permitted uses in the Creek District.

1. *Consideration of uses not specifically listed.* If a use is not listed within a zoning district, then the use is not allowed. A proposed use that is not listed within a zoning district, but which is determined by the development director to have a similar character, nature, and impact to a permitted use in that district may be approved through, a determination of comparability by the development director. Conditions may be placed on the decision. A determination by the

development director that a proposed use is not similar to a permitted use may be appealed according to procedures in chapter VIII.

2. *Conditional use.* Uses which require a conditional use (CU) approval are marked with "CU."
3. *Non-conforming uses.* Non-conforming uses created by virtue of the adoption of this Code shall be deemed legal non-conforming uses subject to the provisions of section **8.03.00**.

FIGURE CD-08 PERMITTED USES IN THE CREEK DISTRICT

	Standards for Specific Use	Creek North	Creek South	Creek Ind.	Rec.
Residential Uses					
Single-family dwelling unit		✓	✓	-	-
Duplex dwellings units		✓	✓	-	-
Multi-family dwelling units		✓	✓	✗ CU	-
Accessory dwelling units	Sec. 3.04.04 G.04	✓	✓	✓	-
Mixed-use		✓	✓	✓	-
Family day care home in a residence		✓	✓	✓	-
Home occupation	Sec.3.04.03 B.2	✓	✓	✓	-
Transient Residential and Overnight Accommodations					
Hotels or motels		✓	✓	✓	-
Rooming and boarding houses		✓	✓		-
Bed and breakfast inn		✓	✓		-
Institutional Uses					
Adult day care centers		✓	✓	✓	-
Child care centers	Sec. 2.06.04	✓	✓	✓	-
Community centers		✓	✓	-	✓
Governmental buildings		✓	✓	-	-
Libraries		✓	✓	✓	-
Museums		✓	✓	✓	-
Religious institutions		✓	✓	✓	-
Schools—public, private, parochial or technical		-	-	✓	-
Commercial Uses					
Automobile repair service, within an enclosed building	Sec. 2.06.05	-	-	✓	-
Automobile repair service, within an enclosed building along US-1/Federal Highway or SE Florida Street	Sec. 2.06.05	-	✗ CU	✓	-
Art shops or galleries		✓	✓	✓	-
Bakery, retail		✓	✓	✓	-
Banks or financial institutions		✓	✓	✓	-

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Barbershops, beauty salons, specialty salons		✓	✓	✓	-
Bars		✓	✓	✓	-
Boat building, sales, service and storage, within an enclosed building		-	-	✗ CU	-
Catering shop		✓	✓	✓	-
Formula business	Sec. 2.06.12	✗ CU	✓	✓	
Clubs, lodges, and fraternal organizations		✓	✓	-	-
Dry cleaning establishment, provided that all cleaning is conducted off-premises		✓	✓	✓	-
Health clubs and health spas		✓	✓	✓	
Kennels		-	-	✓	
Massage therapy establishment		✓	✓	✓	-
Microbreweries and craft distilleries		✓	✓	✓	-
Office, business, professional, medical, or veterinary		✓	✓	✓	-
Outdoor storage	Sec. 6.10.00	-	-	✓	-
Pharmacies, 2,000 sf or less		✓	✓	-	-
Restaurants, convenience and general, excluding drive-in/through	Sec. 2.06.13	✓	✓	✓	-
Retail sales and service		✓	✓	✓	-
Retail manufacturing, provided such manufacturing is incidental to sales and occupies less than 75% of the total gross floor area		✓	✓	✓	-
Repair services		-	-	✓	
Rooftop dining	Sec. 2.06.19	✗ CU	✗ CU	✗ CU	-
Studios, art, dance, music, or exercise		✓	✓	✓	-
Theater, excluding drive-in theaters		✓	✓	✓	-
Recreational Uses					
Public parks		✓	✓	✓	✓
Utility and Service Uses					
Public facilities and services		✓	✓	✓	✓
Public utility		✓	✓	✓	✓
Telecommunication Uses					
Camouflage telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does	Sec. 2.06.11	✓	✓	✓	✓

not exceed 120 percent of the height of the architectural feature or structure					
Agricultural Uses					
Community gardens	Sec. 2.06.08	✓	✓	✓	✓
Urban farms	Sec. 2.06.08	✓	✓	✓	-
Storage, Transportation and Logistics Uses					
Government provided public parking garages and lots		✓	✓	✓	-
Private parking garages and lots		-	✗ CU	✗ CU	-
Passenger train station		✓	✓	✓	

B. *Standards for specific uses.* Certain uses have unique characteristics that require the imposition of development standards in addition to those minimum standards which may pertain to the general group of uses encompassing the use. These standards shall be met in addition to all other standards of this Code, unless specifically exempted.

1. *Home occupations.* Home occupations shall comply with the following standards:

- a. The use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the residential use and shall under no circumstances change the residential character of the dwelling, outbuilding or accessory structures except with a conditional use permit.
- b. The home occupation shall not generate pedestrian or vehicular traffic in greater volume than would normally be expected to the home.
- c. One non-illuminated sign may be permitted to identify the home occupation. The sign shall be mounted flat against a wall within one foot of the entrance to the dwelling or outbuilding in which the home occupation is located and shall not exceed one square foot.
- d. There shall be no use of utilities or community facilities beyond that normal to the use of the property for residential purposes.
- e. The home occupation shall not employ equipment which creates fire hazards, electrical interference, noise, vibration, glare, fumes, odors detectable to the normal senses outside the dwelling unit. No equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
- f. A home occupation that involves retail sales or services that require patrons to visit the residence shall be limited to detached single-family dwellings, townhouses or outbuildings. The permitted hours of operation shall be specified in such approval.
- g. Storage or parking of one commercial vehicle is allowed, provided:
 - i. That such vehicle or trailer is owned or operated by the resident of the property; and

- ii. That such vehicle is garaged or otherwise screened from view of adjoining properties and any adjoining street. Public service agency vehicles such as law enforcement and those providing emergency response services are exempt.
- h. The use can qualify for all local, state and federal licenses, certificates and permits.
- i. Any violation of these regulations may result in the revocation of any home occupation business tax receipt, in addition to any other remedy for such violation provided in the city's Code. The issuance of a business tax receipt to engage in a home occupation in accordance with this ordinance shall not be deemed to be a change in zoning nor an official expression of opinion as to the proper zoning for the particular property.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.04. Development standards.

- A. All new development, substantial improvement, and substantial renovation shall comply with the development standards in Figure CD-09, Development standards in the Creek District. Development Standards which require a conditional use (CU) approval are marked with "CU."

FIGURE CD-09 DEVELOPMENT STANDARDS IN THE CREEK DISTRICT

	Creek North	Creek South	Creek Indust.	Recreation
Lot Size				
Lot area in sf min./max. ¹	None	None	None	None
Lot width in feet min./max. ¹	None	None	None	None
Building Placement				
Front Build-to-Zone	0'-10'	0'-20'	10'-30'	10'-20'
Build-to-Zone Setback at US-1/Federal Highway	Not Applicable	20'-40'	Not Applicable	Not Applicable
Side setback at property line, min.	0' or 5'+	0' or 5'+	5'	10'
Side setback at street, min.	5'	10'	10'	10'
Rear setback with alley, min.	0'	0'	5'	5'
Rear setback without alley, min.	10'	10'	10'	10'
Percentage of Frontage Buildout, min.	60%	60%	Not Applicable	Not Applicable
Placement for Accessory Structures and Outbuildings	5' rear/side	5' rear/side	5' rear/side	5' rear/side
Additional Building Placement Standards				
Shoreline Protection at Frazier Creek	10'	10'	10'	Not Applicable
Min. sidewalk on S Colorado Ave	10'	10'	Not Applicable	10'
Min. sidewalk at all other rights-of-way	8'	10'	6'	8'
Building Height				

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Building height, max. in stories	3 ²	4	4	3
Building height, max.	40' ²	45'	45'	40'
Building height for Outbuildings	2-stories / 30'	2-stories / 30'	2-stories / 30'	2-stories / 30'
Ground story height, min.	12'	12'	12'	12'
Gross Density				
Residential density, max. in units/acre	15 / 30 CU	15 / 30 CU	15	Not Applicable
Coverage				
Impervious surface, max. %	Not Applicable	Not Applicable	65%	65%
Frontage Types				
Porch	✓	✓	✓	✓
Stoop	✓	✓	✓	✓
Bracketed Balcony	✓	✓	✓	✓
Forecourt	✓	✓	✓	✓
Arcade	✓	✓	X	✓
Storefront	✓	✓	✓	✓
Garage Storefront	X	X	✓	✓
Parking Placement, see Sec. 3.02.07, Access and Parking Standards				
Footnote:				
¹ For existing parcels with assigned parcel ID numbers at the effective date of this Code. The newly platted lots <u>parcel of record</u> have a minimum lot size of 4,365 sf.				
² Four stories and up to 45' requires a PUD and Community Workshop and Outreach as described in Sec. 3.02.01 H.1.c				

B. Building placement.

1. **Build-to-zone (BTZ).** Setbacks are measured from the property line and are defined in chapter XII.
2. **Setbacks.** Setbacks are measured from the property line and are defined in chapter XII. [See also] section 2.04.04, Supplemental building setback requirements.
3. **Primary facade.** Main entries shall be prominent, well lit, and orientated to the street.
 - a. The primary facade shall be parallel to the right-of-way, located in accordance with the build-to-zone of the zoning district.
 - b. Main entries shall be articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements.
 - c. The primary facade shall face "A" street or existing roadway.
 - d. The location of the primary facade is not changed by the projection of architectural elements such as cornices, bay windows, awnings, balconies, or stoops.

-
- e. On corner lots, the primary facade shall extend to the corner, respective of all required setbacks and visibility triangles, or a neighborhood open space shall be provided.
4. *Shoreline protection zone for Frazier Creek.* Section 5.06.02, Shoreline protection zone delineations, applies in the Creek District except where modified herein. Any development shall protect wetlands, seagrass, oyster beds, shoreline mangroves, and ensure no shoreline erosion. The following types of development shall be permitted, when implemented with low impact development practices:
- a. Living shorelines.
 - b. Rain gardens.
 - c. Riprap.
 - d. Pervious walkways, docks, kayak launches shall be allowed within the shoreline protection zone where they provide public access to the water or connection between adjoining properties where the square footage of impervious surfaces does not exceed 50 percent of the shoreline protection zone area and are permitted by the State of Florida.
 - e. New bulkheads, seawalls, and parking shall not be permitted. Bulkheads may be permitted if established prior to the effective date of this Code. In the case of a natural hazard event, measures to preserve a structure may be used. A permanent structure shall be permitted through South Florida Water Management District.
- C. *Building height.* Building height is measured in accordance with section 2.04.07, Supplemental building height. See Figure CD-10, Illustration of measuring height, for reference.
- 1. *Ground story height.* Minimum ground story heights are provided by zoning districts. Ground story height is measured as the clear height from finished floor elevation to the underside of structure above.
 - 2. *Finished floor elevations.* For the purpose of minimizing stormwater impacts, the finished floor elevations of surrounding properties shall be taken into consideration in establishing the finished floor elevation of a new structure. If new construction has a floor level higher than natural grade, the foundation shall provide for the rise in floor level, rather than mounding fill to the building perimeter. Minor grading not to exceed two percent directing water away from building to established drainage is allowed. Section 6.03.01 G.2 and section 6.03.02 B.4 apply for all habitable spaces. They do not apply for non-habitable spaces such as garages and storage. See illustrated examples in Figure ESN-11, Alternatives to foundations on fill.
 - 3. *Residential rooftop use occupancy.* Occupancy of a flat rooftop ancillary to residential occupancies shall be limited to uses which are ancillary to the residential occupancies only and shall be enclosed by a code-compliant safety railing or other approved barrier. Except as otherwise permitted by this Code, no permanently affixed structures, including gazebos, trellises, or other similar structures shall be allowed on the roof of a four-story building. Maintenance and repairs shall not be deemed occupancy as that term is used in this paragraph.
 - 4. *Architectural features.* Tower features shall not be more than 300 square feet in area and shall not be more than 15 feet above the maximum building height. Architectural features may encroach into a setback the lesser of five feet or 60 percent of the width of a setback. For front

facade built with a zero setback, cornices, parapets, and bay windows at upper stories may project a maximum of three feet.

FIGURE CD-10 ILLUSTRATION OF MEASURING HEIGHT

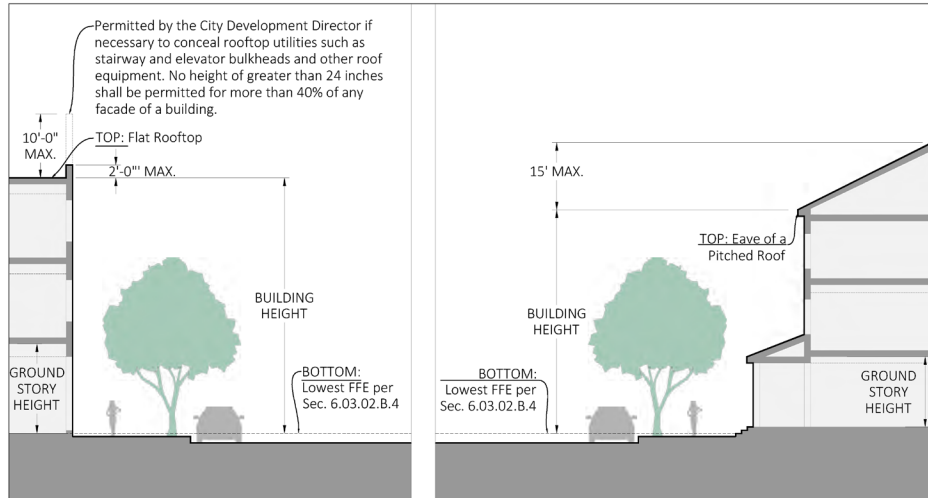
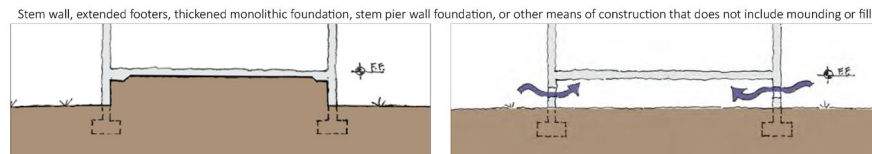


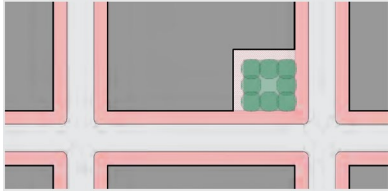
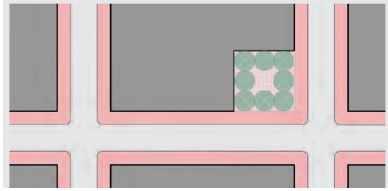
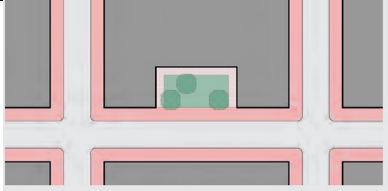
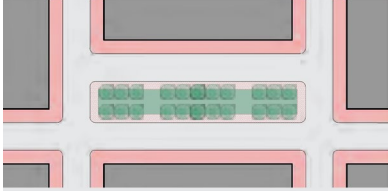
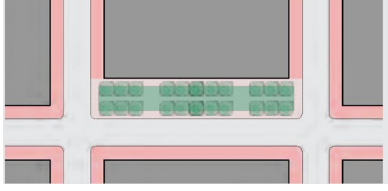
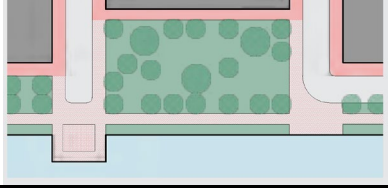
FIGURE CD-11 ALTERNATIVES TO FOUNDATIONS ON FILL



- D. **Building massing.** Buildings shall not have a horizontal length or width of 200 feet without a street, alley, or via providing through access to another street, alley or via. A via shall be a minimum of ten feet wide, not less than ten feet in height, open to the public, and illuminated at night. Except in residential building vias, the building face shall have transparent windows covering at least 50 percent of the wall area, and incorporation of storefront standards is encouraged. No horizontal length or uninterrupted curve of a primary facade shall exceed 100 linear feet.
- E. **Coverage.**
1. **Impervious surface.** See section 2.04.03, Supplemental impervious surface coverage requirements.
 2. **Neighborhood open space.** Neighborhood open space is an outdoor space accessible by the general public, improves the pedestrian environment, and serves as an amenity for the city as a whole. Neighborhood open space shall provide low impact development strategies to promote improved stormwater treatment. Examples of neighborhood open space which can be implemented are shown in Figure CD-12, Neighborhood open space types.

FIGURE CD-12 NEIGHBORHOOD OPEN SPACE TYPES

SIZE	DESCRIPTION	ILLUSTRATION
------	-------------	--------------

GREEN	≤1,500 sf	A green is at least 1,500 square feet in size and adjoins streets on at least two sides or a street and a pedestrian passageway or main building entry. Greens are designed primarily for passive uses, consisting primarily of lawn with either formally or informally arranged landscaping and shade trees.	
	≥ 1,500 sf	A plaza adjoins streets on at least two sides, or a street and a pedestrian passageway, or main building entry. Plazas are mostly hardscaped with formally arranged landscaping and a water feature and shade trees.	
PLAYGROUND	≤ 2,500 sf	Playgrounds provide children's play equipment and are shaded with shade trees or shade structures. Playgrounds adjoin a street on at least one side and the configuration shall ensure easy surveillance of the area from adjacent buildings and streets.	
	≤ 10,000 sf	A square adjoins streets on at least three sides. Squares may be up to 50% hardscaped, with formal landscaping and shade trees. Squares accommodate both passive uses and community gatherings.	
ATTACHED GREEN	2,000 to 6,000 sf	An attached green spans the entire length of a block. Attached greens shall be at least 30 feet wide and are appropriate on the short end of a block. Attached greens are primarily lawns with formally arranged landscaping and shade trees.	
	≥ 15' wide	A waterway promenade or public access along the water's edge is a continuous greenway along the length of a waterway. To be effective buildings and sidewalks	

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FORE - COUR		shall provide direct and clear access. Buildings shall treat the promenade as an additional primary facade. Waterway Promenades shall utilize standards from thoroughfare types, see Figure CD-32 Waterway Promenade at Frazier Creek.	
	250 to 1,500 sf	Buildings shall utilize standards from Forecourt frontage type, see Figure CD-10, Illustration of Measuring Height.	

F. *Accessory structures.* Accessory structures shall comply with the development standards applicable in the zoning district except where modified herein.

1. Accessory structures shall not be established on a ~~lot~~ **parcel of record** prior to the issuance of all permits required for the development of the principal structure to which it is **an** accessory.
2. *Shielding from street.* Sheds, exposed pumps, electrical meters, heat pumps, generators, pool equipment, air conditioning compressors, clothes lines, antennas, satellite dishes, outdoor storage, and similar structures and uses shall not be located between the front of a building and a street. Listed items and similar structures shall be shielded from view from public rights-of-way. All rooftop utilities and facilities, such as air conditioning units, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.
3. *Outbuildings.* Outbuildings shall conform to the following requirements:
 - a. Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas, detached garage, and accessory dwelling units (ADU).
 - b. Outbuildings shall be located behind the rear facade of the principal building or in the rear one-half of the property subject to minimum five-foot side and rear yard setbacks from the property line. On corner lots, the side corner setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.
 - c. Outbuildings shall be constructed of the same materials used in the principal building. Canvas outbuildings are not permitted.
 - d. Outbuildings shall not exceed a maximum building footprint of 1,000 square feet, each.
 - e. Outbuildings may not exceed the height of the principal building.
 - f. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by privacy buffer as defined in Figure CD-41.
 - g. Outbuildings may be detached or connected to the principal building by a covered walkway element, trellis, or other structural link.
4. *Accessory dwelling units (ADU).*
 - a. One ADU may be permitted on a lot on which a detached single-family dwelling is located.

-
- b. Either the primary dwelling unit or ADU shall be owner occupied. The ADU shall not be sold or titled thereto transferred separately and apart from the rest of the property.
 - c. An ADU shall not count as a separate unit for purposes of calculating density.
 - d. An ADU shall not exceed a footprint of 700 square feet or the footprint of the principal structure, whichever is less. If a unit exceeds the 700 square feet, it shall be used in density calculations.
 - e. An ADU must be on the same water and electric meter as the primary residence.
- G. *Frontage types.* Each new building, or substantial improvement, constructed must meet the standards for one of the frontage types permitted in the zoning district where it is located. See section 3.04.05.
- H. *Historic preservation.* Structures identified as historically and architecturally contributing shall be candidates for historic preservation as set forth in section 5.09.00. The requirements of this Code may be adjusted by variance for the purposes of preserving a historic building.
- I. *Public art.* All zoning districts shall comply with standards in section 3.01.07, Public art. Wall murals shall be permitted on any structures. When visible from a right-of-way, public via, or public land, murals shall require approval by minor conditional use.
- J. *Conflicts with utilities.* The applicant may be required to install existing overhead utilities to underground when located on property subject to new construction or substantial renovation.
- (Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.05. Frontage types.

- A. Frontage types are required by zoning district. Using one or more of the permitted frontage types indicated in Figure CD-14, Permitted frontage types matrix, is required. Standards for frontage types are found in Figure CD-15 through Figure CD-21.
- 1. Frontage types shall be located on the primary facade. Primary facades shall be located on an "A" street when identified in the Figure CD-07, Thoroughfare plan.
 - 2. Frontage type diagrams do not prescribe use or architectural style and are illustrative. Dimensions provided in tables control for regulatory requirements.
- B. *Facade transparency.*
- 1. Windows and doors at the ground level shall have clear, transparent glass that has a minimum visible light transmission (VLT) of 50 percent. Mirrored glass is prohibited.
 - 2. Building facades facing "A" streets and neighborhood open spaces shall meet or exceed the minimum percentage of transparent glazing. The required percentage is determined by the frontage type.
 - 3. Above the ground level, building facades shall meet or exceed the minimum percentage of transparent glazing at each story as measured between finished floors. The required percentage is determined by the frontage type.

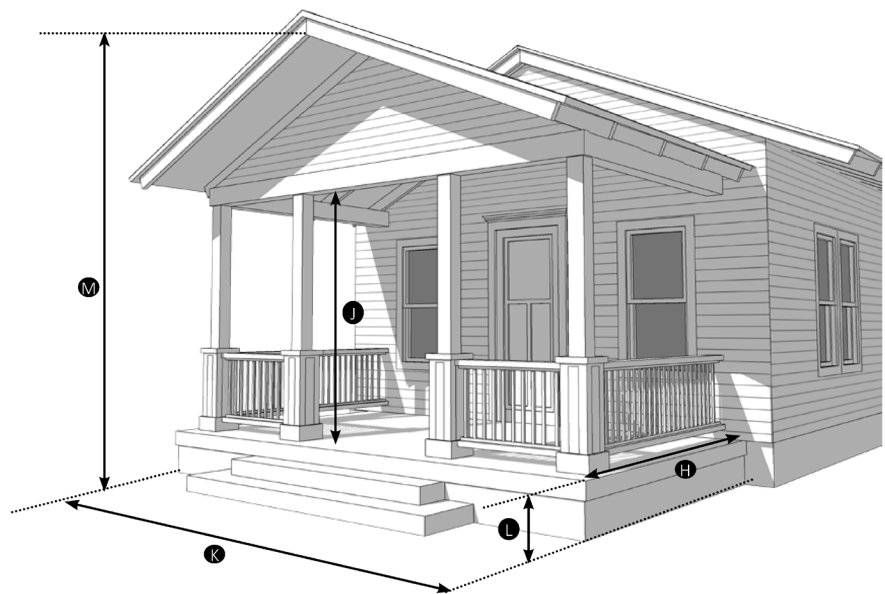
FIGURE CD-13 FRONTAGE TYPES MATRIX



FIGURE CD-14 PERMITTED FRONTAGE TYPES MATRIX

Frontage Types	CN	CS	CI	Rec.
Porch	✓	✓	✓	✓
Stoop	✓	✓	✓	✓
Bracketed Balcony	✓	✓	✓	✓
Forecourt	✓	✓	✓	✓
Arcade	✓	✓	X	✓
Shopfront	✓	✓	✓	✓
Garage Storefront	X	X	✓	✓

FIGURE CD-15 Porch



Description		
A porch is an open-air structure attached to a building forming a covered entrance large enough for comfortable use as an outdoor room. Porches shall have direct access to sidewalks where they exist. Front porches may be screened.		
Dimensions		
Depth	6 feet min., 8 feet recommended	Ⓜ
Height, clear	8 feet min.	Ⓝ
Width, length of facade	50% min.	Ⓞ
Finish level above crown of road	18 inches min., ±30 inches recommended	Ⓟ
Height, stories	2 stories max.	Ⓠ
Facade Transparency		
Ground level	25% min.	
Above the ground level	15% min.	

Permitted Zoning District		
CN	CS	CI



FIGURE CD-16 STOOP



Description

A stoop is a small staircase leading to the entrance of a building that may be covered. The elevation of the stoop is necessary to ensure privacy for residential uses in the ground story of buildings. Stoops

should provide sufficient space for a person to comfortably pause before entering or after exiting the building. Stoops shall have direct access to sidewalks where they exist.		
Dimensions		
Depth	5 feet min.	Ⓜ
Height, clear	8 feet min.	Ⓜ
Width, clear	4 feet min.	Ⓜ
Finish level above crown of road	18 inches min., ±30 inches recommended	Ⓜ
Height, stories	1 story max.	Ⓜ
Facade Transparency		
Ground level	25% min.	
Above the ground level	15% min.	

Permitted Zoning District		
CN	CS	CI
		

FIGURE CD-17 BRACKETED BALCONY

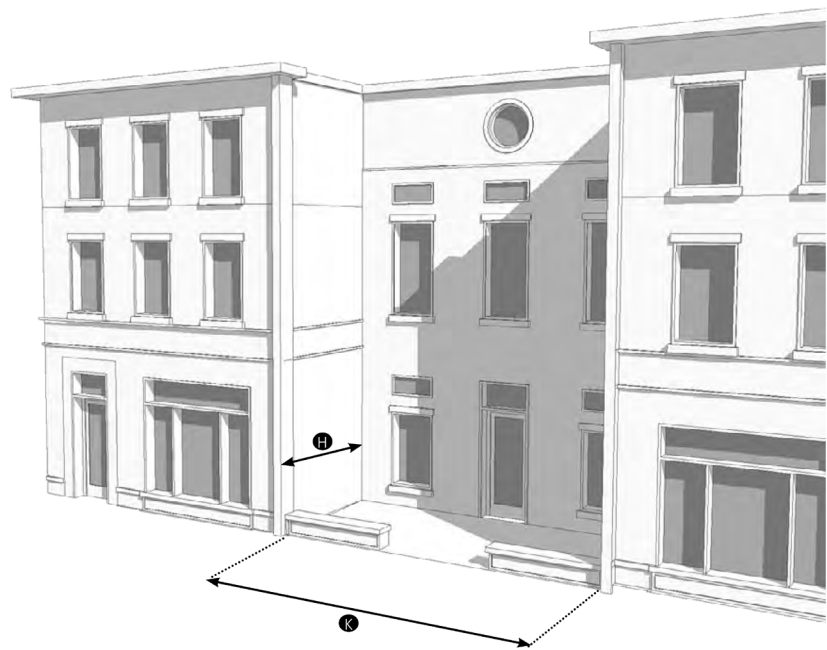


Description		
A bracketed balcony is a second-story balcony, that creates a semi-public space overlooking the street above a main entry or unit. Bracketed balconies are typically associated with buildings with commercial uses in the ground story; however, bracketed balconies may be used with residential uses. On corner lots, a balcony shall extend along two street facades, but it does not have to be continuous. Where balconies are required, the aggregate length of balconies shall be not less than 50% of the building facade at the floor level from which it projects on each floor level.		
Dimensions		
Depth	3 feet min., 5 feet max.	Ⓜ
Height, ground level clear	10 feet min.	Ⓜ
Width	4 feet min.	Ⓚ
Facade Transparency		
Ground level	40% min.	
Above the ground level	15% min.	

Permitted Zoning District		
CN	CS	CI



FIGURE CD-18 FORECOURT



Description

A forecourt is an open area in front of the main building entrance(s) designed as a small garden or plaza. Low walls or balustrades no higher than three feet six inches in height when solid may enclose the forecourt. Forecourt walls are constructed of similar material as the principal building or are composed of a continuous, maintained hedge. A forecourt may afford access to one or more first floor residential dwelling units or incorporate storefronts for commercial uses. Forecourts are typically associated with multifamily, mixed-use, and commercial buildings.

Dimensions

Depth, clear	20 feet max.	Ⓜ
Width, length of facade	12 feet min., 50% of facade max.	Ⓜ

Facade Transparency

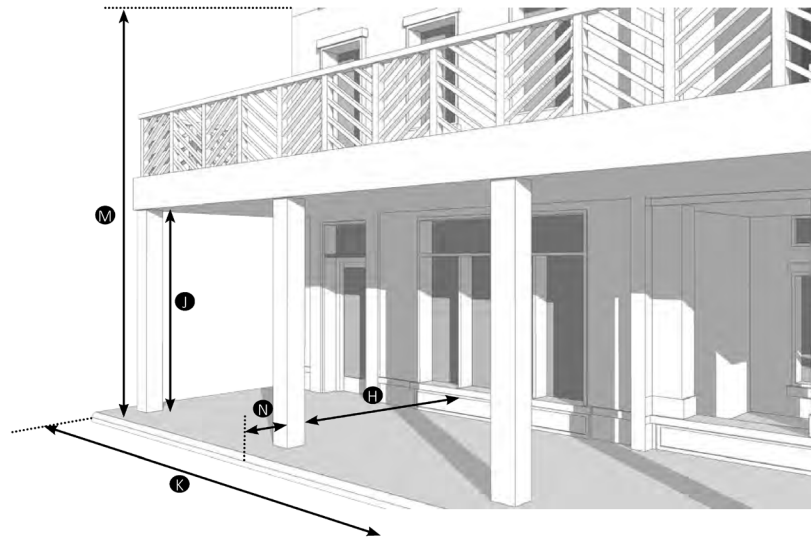
Ground level	40% min.
Above the ground level	15% min.

Permitted Zoning

CN	CS	CI
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FIGURE CD-19 ARCADE



Description

An arcade is a covered, unglazed, linear hallway attached to the front of a building, supported by columns or pillars. The arcade extends into the public right-of-way, over the streetscape area, creating a shaded environment ideal for pedestrians. This frontage type shall be used in conjunction with a Shopfront Frontage Type for a minimum of 50% of the Arcade length. Arcades shall remain open to the public at all times. Where an arcade encroaches into the public right-of-way, a right-of-way maintenance agreement may be required.

Dimensions

Depth, clear	8 feet min.	Ⓜ
Height, ground level clear	10 feet min.	Ⓝ
Width, length of facade	70% min.	Ⓚ
Height, stories	2 stories max.	Ⓜ
Set back from curb	2 feet min., 4 feet max. Not permitted at US-1/Federal Hwy	Ⓝ

Facade Transparency

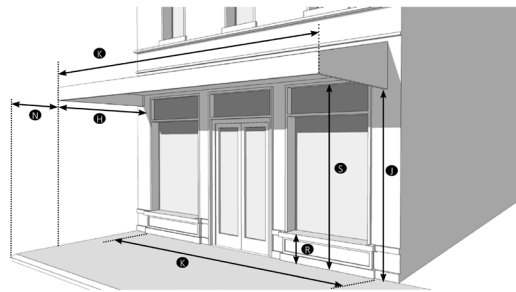
Ground level	40% min.
Above the ground level	15% min.

Permitted Zoning District

CN	CS	
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FIGURE CD-20 SHOPFRONT



Description

The shopfront is a frontage type along the sidewalk level of the ground story, typically associated with commercial uses. Shopfronts are frequently shaded by awnings or arcades. Quarterballs and waterfall type awnings are not permitted.

Dimensions

Width, length of facade	70% min.	Ⓚ
Door recess	10 feet max.	

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Storefront base	1 foot min., 3 feet max.	®
Glazing height	8 feet min.	®
Optional Awning		
Depth	3 feet min.	®
Height, ground level clear	8 feet min.	®
Width, length of facade	70% min.	®
Set back from curb	2 feet min.	®
Facade Transparency		
Ground level	40% min.	
Above the ground level	15% min.	

Permitted Zoning		
CN	CS	CI
		

FIGURE CD-21 GARAGE STOREFRONT



Description		
Garage Storefront provides a large opening necessary for light industrial, maker space or commercial uses. Garage doors may be overhead or bi-folding, but must include glazing to promotes an active streetscape.		
Dimensions		
Width, length of facade	30% min.	Ⓚ
Door recess	10 feet max.	ⓒ
Glazing height	8 feet min.	Ⓢ
Optional Awning		
Depth	3 feet min.	
Height, ground level clear	8 feet min.	
Width, length of facade	70% min.	
Set back from curb	2 feet min.	
Facade Transparency		
Ground level	25% min.	
Above the ground level	Not required	
Permitted Zoning		
		CI



- C. *Accessibility.* An applicant may request reasonable accommodation from this Code through section 8.07.07. See Figure CD-22 for examples of front and side ramp entries. Strategies for accommodating ramps accessibility may include:
1. Combined access for multiple buildings within site plan.
 2. Utilizing two percent slope at alleys and rear access.
 3. Combining ramps and stair entrances.

FIGURE CD-22 ACCESSIBLE ROUTES



(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.06. Thoroughfare standards.

- A. *Applicability.* Section 6.01.00 shall apply except where modified in Figure CD-23, Thoroughfare, access and parking standards.

FIGURE CD-23 THOROUGHFARE, ACCESS AND PARKING STANDARDS

Sec. 6.01.00	Transportation Systems	Applies as written	Replaced by
Sec. 6.01.01	General provisions.	✓	-
Sec. 6.01.02	Streets.	✓	-
Sec. 6.01.03	Rights-of-way.	→	Sec. 3.02.06
Sec. 6.01.04	Sidewalks and bikeways.	→	Sec. 3.02.07 D
Sec. 6.01.05	Pedestrian access for large-scale commercial development (LCD).	→	Sec. 3.02.07 D
Sec. 6.01.06	Access.	→	Sec. 3.02.07
Sec. 6.01.07	Standards for drive-through facilities.	→	Applicable for banks only
Sec. 6.01.08	Non-residential vehicular access.	→	Sec. 3.02.06
Sec. 6.01.09	Stuart Parking Code.	→	Sec. 3.02.07
Sec. 6.01.10	Rules for computing parking requirements.	✓	-
Sec. 6.01.11	Location of required parking spaces.	→	Sec. 3.02.07
Sec. 6.01.12	Shared parking and joint use of facilities.	✓	-
Sec. 6.01.13	Off-street parking schedule.	→	Figure ESN-42

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Sec. 6.01.14	Design standards for off-street parking.	→	Sec. 3.02.07 D
Sec. 6.01.15	Parking structure standards.	→	Sec. 3.02.07 D
Sec. 6.01.16	Transit stops.	✓	-
Sec. 6.01.17	Parking study.	✓	-
Sec. 6.01.18	Off-street loading requirements.	✓	-
Sec. 6.01.19	Payment in lieu of parking program.	✓	-
Sec. 6.01.20	Bicycle parking.	✓	-

- B. *Thoroughfare principles.* All development including public improvements shall incorporate the following thoroughfare principles:
1. Street layout shall exhibit a high degree of overall connectivity. Cul-de-sacs are prohibited.
 2. Oversized blocks shall be avoided so that neighborhoods can be traversed easily. Blocks created by new streets shall not exceed 550 feet on any side of the block. New block perimeters shall not exceed 1,600 feet.
 3. Shade trees shall be planted between the sidewalk and vehicles.
 4. The abandonment of existing streets, improved alleys or alley candidates is prohibited.
 5. Private gated communities are not permitted. This prohibition does not preclude gates that control access to a single parking lot.
- C. *Thoroughfare plan.* A thoroughfare plan is provided for the Creek District in Figure CD-07, Thoroughfare plan, in section 3.04.02, Regulating plan.
- D. *Description of thoroughfare types.* Figure CD-24 Description of thoroughfare types describes street types that are appropriate for the Creek District.
1. *New thoroughfare.* When new streets and alleys are developed or an existing street or alley is extended, the street types in Figure CD-24, Description of thoroughfare types, and illustrated in Figure CD-26 through Figure CD-33 shall be used. The selection of the particular street type shall be determined through consultation with the development director.
 2. *Existing thoroughfare.* All new development, substantial improvement, and substantial renovation and major development projects shall incorporate into the reconstruction of streets to the greatest extent possible, taking into account existing conditions including right-of-way constraints that may require adjustments to these standards.

Figure CD-24 DESCRIPTION OF THOROUGHFARE TYPES

Type	Description	Preferred ROW	Design Speed
Alley	A roadway which provides a secondary	15'	Not Applicable

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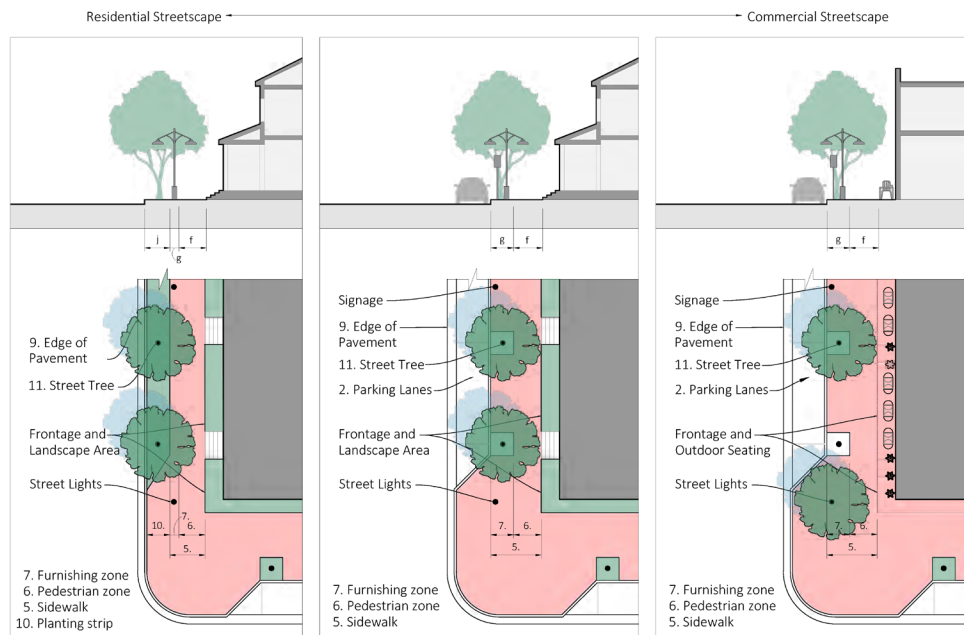
	means of access to abutting properties, and not intended for general traffic circulation.		
Industrial Street	A local street with on-street parking on one side of the roadway and sidewalks on both sides. Curb design shall consider the frequent movement of commercial work trucks.	40'	15 mph
Urban Street	A local street with two travel lanes, on-street parking, a wide pedestrian and furnishing zone on both sides of the street. Furnishing zone may or may not include street trees, but shall include pedestrian scale lighting.	60'	25 mph
Urban Street with bike lane	A local street similar to the above which includes a dedicated bike lane. Design speeds greater than 25 mph require a protected bike lane.	70'	25 mph
Main Street with bike lane	A major arterial with on-street parking, bike lanes, and a wide pedestrian and furnishing zone. A landscape median and turn lanes divides travel lanes.	80'	25 mph
Boulevard Setback	Applicable where a major arterial with a significant number of vehicle lanes is required and consumes	140'	35—40 mph

	the majority of the right-of-way, the design of the setback with a shared use path and shade trees becomes essential to promote safe mobility.		
Waterway Promenade	The waterway promenade is a pedestrian, cycling, and small scale non-motorized watercraft path which allows for access to the waterways. The path and access shall enhance the waterway by improving water quality with low impact infrastructure and littoral planting.	Not Applicable	Not Applicable
Shared-use Bridge	The shared use bridge connects important thoroughfares where waterways and stormwater treatment areas interrupt important connections in the city. They shall allow access by pedestrians, cyclist, scooters, skateboards, golf carts and other forms of micro-mobility. Bridges are opportunities to celebrate water and community identity.	15'	Not Applicable

- E. *Thoroughfare elements.* See elements illustrated in Figure CD-25, Streetscapes diagrams. The illustrative street designs address the street elements:
1. Vehicular travel lanes are primarily for vehicular circulation and shall be no greater than 11 feet, and may include a marked sharrow for posted speed of 25 miles per hour or less.
 2. Parking lanes may include on-street parking, may be parallel or reverse angled parking.

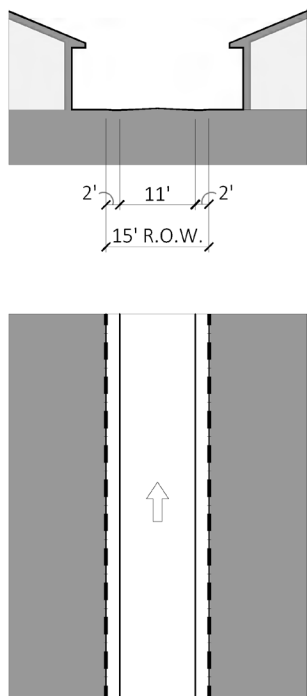
-
3. A bike facility may be a marked sharrow, a separate bicycle lane, or shared used path.
 4. Pavement width is the width of pavement from edge of pavement or curb which is dedicated for vehicular travel, but could include separate bike lane or marked sharrow. Where appropriate, pavement include pervious areas to manage stormwater.
 5. A sidewalk shall be provided on both sides of a streetscape. Sidewalks may be part of a shared use path. Minimum width is determined by zoning district. See section 3.04.04, Development standards, for minimum width of a sidewalk.
 6. A pedestrian zone is free of any street furnishings or above ground utilities and allows the clear passage of pedestrians. A pedestrian zone shall be no less than six feet wide. Any portion of the pedestrian zone within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.
 7. The furnishing zone is a paved area adjacent to the sidewalk for street furniture, tree wells, and extra sidewalk width. Pedestrian scale lighting is often included. New thoroughfare lighting shall be dark sky approved lighting.
 8. Median is a vegetated area between travel lanes of opposing direction. Medians, when present, should be used to integrate stormwater management.
 9. Edge of pavement may be curb and gutter or a valley gutter. Enhanced crosswalks with design features like bulb-outs or pinch-points are encouraged to address visibility when crossing vehicular travel lanes.
 10. Planting strip or planting area—vegetated area between a sidewalk and vehicles. Planting strips are encouraged to integrate low impact development.
 11. Street trees are often required. Street designs shall prioritize maintaining existing shade trees.
 12. Low impact development is a decentralized stormwater management strategy that provides on-site water quantity and water quality treatment. Examples include pervious paving, pervious pavers, pervious concrete, bio-retention systems, rain gardens, bioswales, and stormwater planters. These techniques are encouraged to slow and treat stormwater runoff while providing additional community benefits.

FIGURE CD-25 STREETSCAPES DIAGRAMS



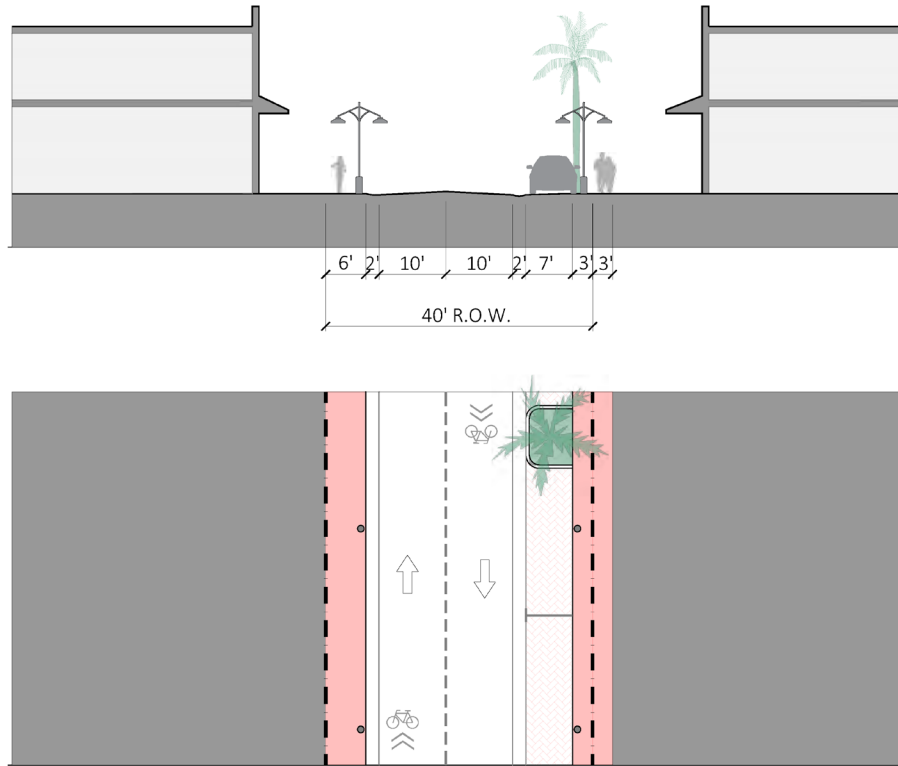
- F. *Visibility triangles.* In visibility triangles, no building, structure, or improvement, including landscape, shall be erected, placed, planted, or maintained so as to interfere with a clear sight area located between the heights of three feet and nine feet above the crown of a street, driveway, or alley. A clear sight area shall be established for all streets, whether public or private.
1. The clear sight area is the triangular area formed by the street right-of-way line; another street right-of-way line, alley right-of-way line, or driveway surface edge; and a line connecting points ten feet from the intersection of said lines. In the case of a round or corner-cut right-of-way, the measurement shall be taken from the intersection of the right-of-way lines extended.
 2. The engineering director and public works director may require a larger clear sight area, as provided by Florida Department of Transportation Design Manual standards, when necessary to provide for the safe movement of pedestrians and vehicles.
- G. *Deviation from street design standards.* The development director may allow deviations from the standards contained in Figure CD-24 when necessary due to the location of existing buildings, constrained right-of-way, or to meet other community needs or goals for the particular street segment.

FIGURE CD-26 ALLEY



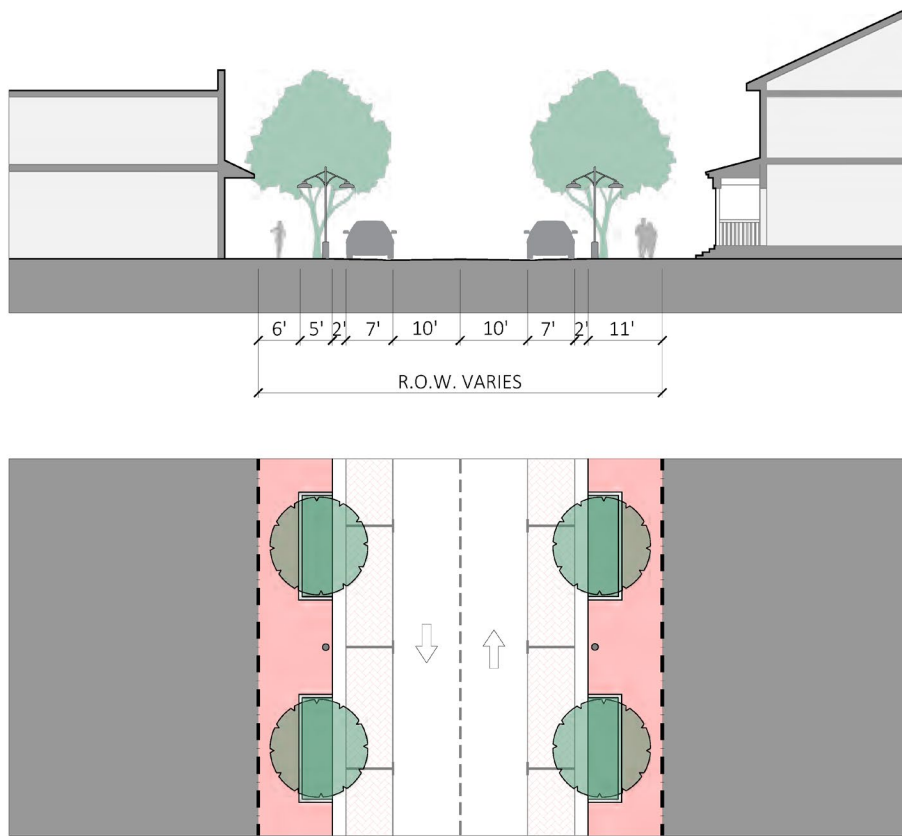
Type	
Vehicular travel lanes	11 feet paved 1-way traffic
Preferred R.O.W.	15 feet
Pavement Width	11 feet
Road Edge Treatment	Valley gutter
Low Impact Development	Permeable surface

FIGURE CD-27 INDUSTRIAL STREET



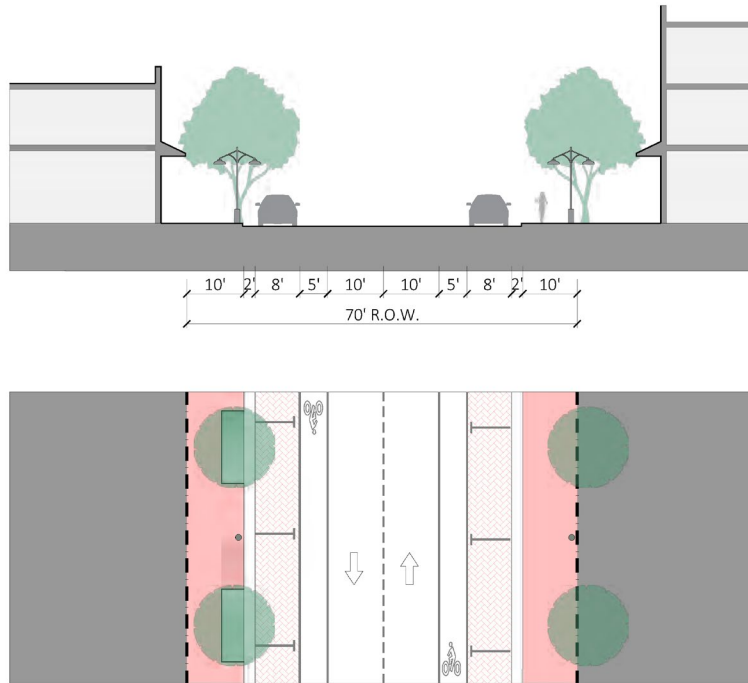
Type	
Vehicular travel lanes	10 feet
Parking Lanes	7 feet parallel one side
Bike Facility	Marked sharrow
Preferred R.O.W.	40 feet
Pavement Width	29 feet
Sidewalk	6 feet
Median	Not required
Road Edge Treatment	Valley gutter or curb and gutter
Planting	Not required
Low Impact Development	Permeable surface at on-street parking

FIGURE CD-28 URBAN STREET



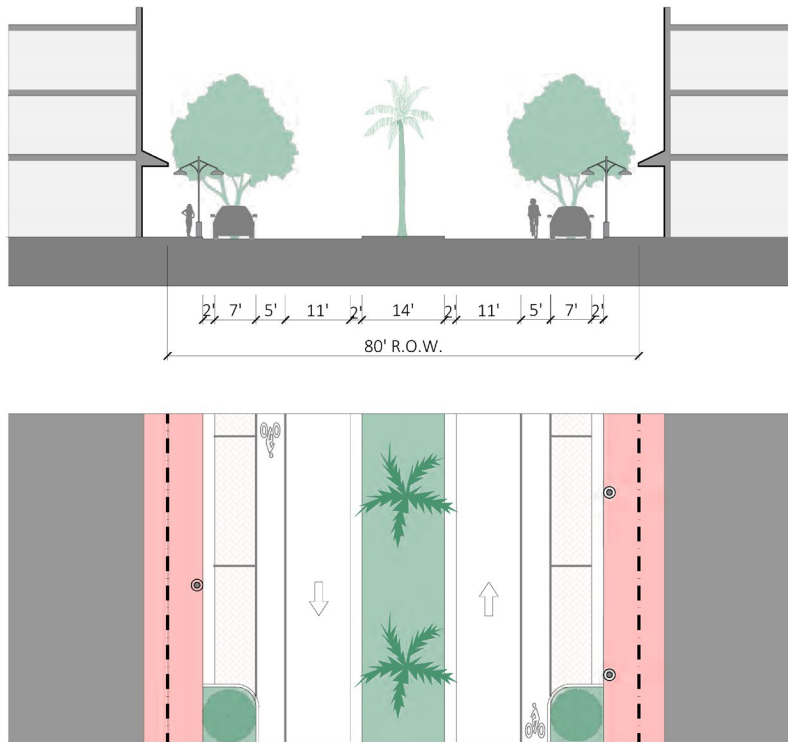
Type	
Vehicular travel lanes	10 feet
Parking Lanes	7 feet parallel on both sides
Bike Facility	Shared-use path
Preferred R.O.W.	60 feet
Pavement Width	34 feet
Sidewalk	10 feet
Median	Not required
Road Edge Treatment	Curb and gutter or valley gutter
Planting	Shade trees 30 feet on center, may occur in the tree wells within the furnishing zone or within the parking lanes
Low Impact Development	Tree box filter, permeable surface at on-street parking

FIGURE CD-29 URBAN STREET WITH BIKE LANE



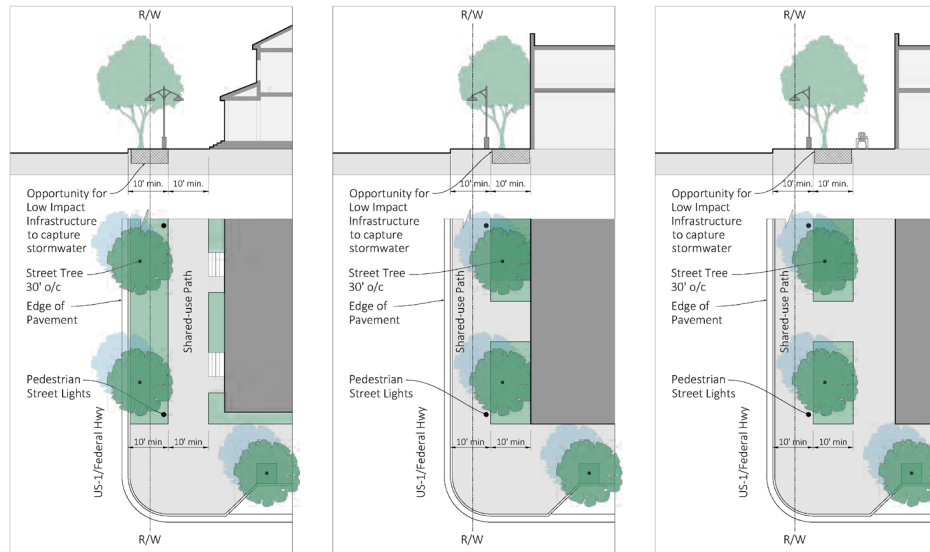
Type	
Vehicular travel lanes	10 feet
Parking Lanes	7 feet parallel on both sides
Bike Facility	5' bike lane
Preferred R.O.W.	70 feet
Pavement Width	46 feet
Sidewalk	11 feet
Median	Not required
Road Edge Treatment	Curb and gutter
Planting	Shade trees 30 feet on center, may occur in the tree wells within the furnishing zone or within the parking lanes
Low Impact Development	Tree box filter, permeable surface at on-street parking and bike facilities

FIGURE CD-30 MAIN STREET WITH BIKE LANE



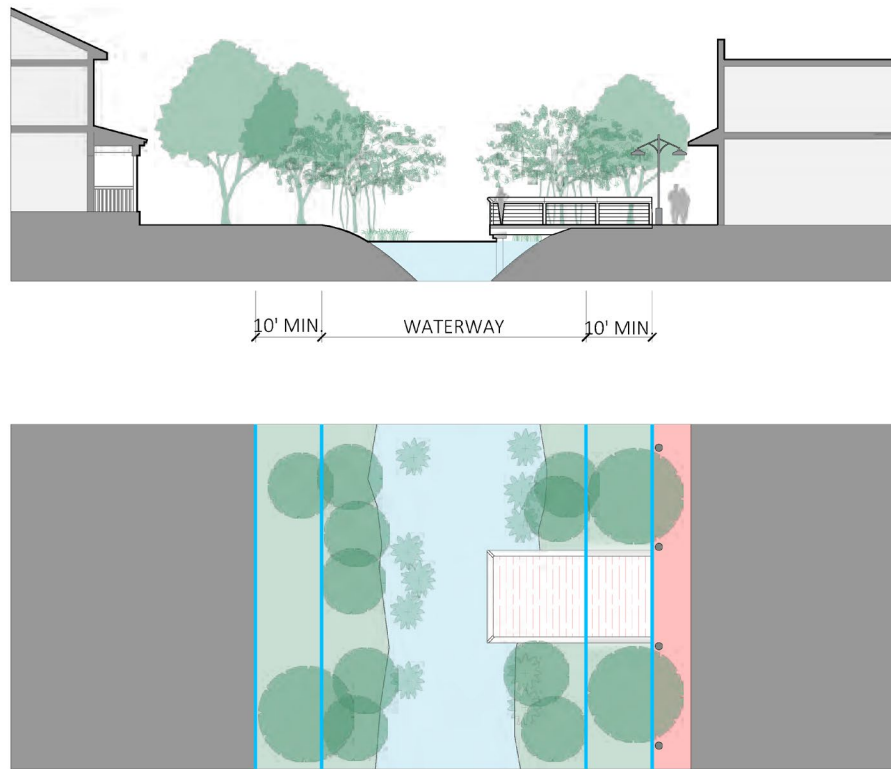
Type	
Vehicular travel lanes	10 feet
Parking Lanes	7 feet parallel on both sides
Bike Facility	Shared-use path
Preferred R.O.W.	60 feet
Pavement Width	23 feet and 23 feet
Sidewalk	11 feet
Median	18 feet
Road Edge Treatment	Curb and gutter
Planting	Shade trees 30 feet on center, may occur in the tree wells within the furnishing zone or within the parking lanes
Low Impact Development	Tree box filter, permeable surface at on-street parking and bike facilities, open curbs a median to allow for stormwater percolation

FIGURE CD-31 BOULEVARD SETBACK FOR US-1 FEDERAL HIGHWAY ILLUSTRATED EXAMPLES



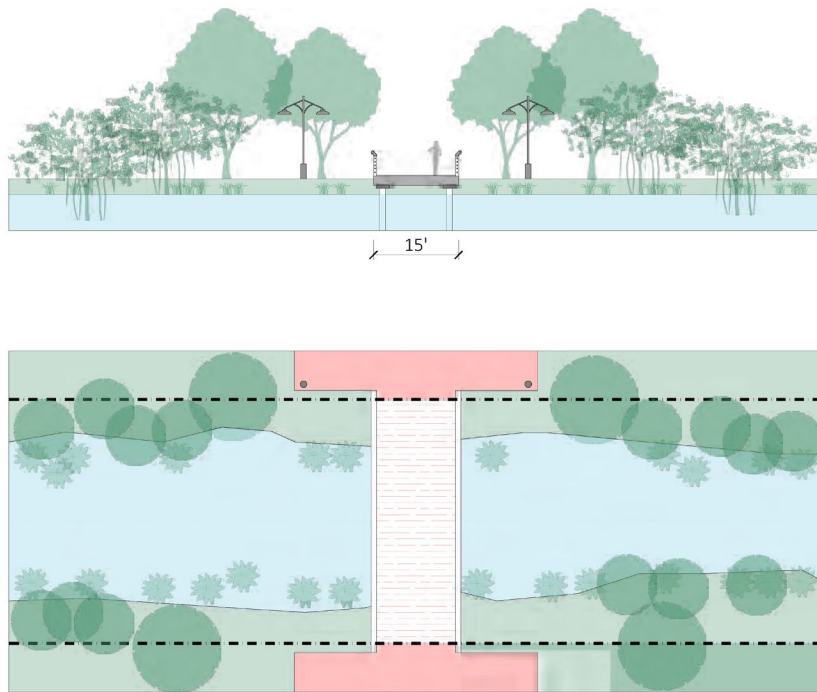
Type	
Vehicular travel lanes	10 to 12 feet
Parking Lanes	Prohibited
Bike Facility	Shared use path
Preferred R.O.W.	120 feet
Pavement Width	30 to 100 feet
Sidewalk	10 feet min shared use path
Median	18 feet preferred
Road Edge Treatment	Curb and gutter
Planting	Shade trees 30 feet on center, may occur in the tree wells within the furnishing zone
Low Impact Development	Tree box filter

FIGURE CD-32 WATERWAY PROMENADE AT FRAZIER CREEK



Type	
Vehicular travel lanes	Prohibited
Parking Lanes	Prohibited
Bike Facility	Not required
Preferred R.O.W.	15 feet
Pavement Width	Not required
Sidewalk	8 feet
Median	Prohibited
Road Edge Treatment	Prohibited
Planting	Maintain existing mangroves and littoral plantings
Low Impact Development	Bio-retention systems, rain gardens, bioswales at water's edge
Shoreline protection area	10 feet min.

FIGURE CD-33 SHARED-USE BRIDGE AT FRAZIER CREEK



Type	
Vehicular travel lanes	Prohibited
Parking Lanes	Prohibited
Bike Facility	Shared-use path
Preferred R.O.W.	15 feet min.
Pavement Width	Not required
Sidewalk	Shared-use path
Median	Prohibited
Road Edge Treatment	Prohibited
Planting	Not required
Low Impact Development	Bio-retention systems, rain gardens, bioswales at water's edge
Shoreline protection area	10 feet min.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.07. Access and parking standards.

- A. *Applicability.* Section 6.01.00 shall apply except where modified in Figure CD-23, Thoroughfare, access and parking standards.

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- B. *Pedestrian access.* The owner shall be responsible for the installation of a continuous sidewalk along the entire length of the parcel frontage(s) that abuts a public street.
1. *Minimum width.* Minimum width of sidewalk is determined by the zoning district, see section 3.02.06, Thoroughfare standards.
 2. All development shall include direct pedestrian access from development to existing and planned sidewalks within the public right-of-way. Pedestrian access shall be separated from the vehicular travel path.
 3. Sidewalks shall be provided for internal circulation and linkage to other projects when such facilities are possible given the particular physical characteristics of the site, type of project, and adjacent land uses. Determination shall be made by the development director.
 4. *Materials.* Pedestrian access shall consist of concrete, brick or concrete pavers, asphalt, stamped pattern concrete systems, rock salt textured concrete with integral color, or other similar material approved by the development director which clearly distinguish them from vehicular use areas and promote traffic calming. Where identified by the development director, sidewalks shall be constructed of paver block, brick or integral color concrete.
- C. *Bicycle access and parking.*
1. Section 6.01.20, Bicycle parking, applies within the Creek District, and the minimum six-foot pedestrian zone shall not be reduced due to the placement of bicycle parking.
- D. *Vehicle access and parking.*
1. The required minimum on-site parking is listed in Figure CD-34, minimum on-site parking schedule.

FIGURE CD-34 MINIMUM ON-SITE PARKING SCHEDULE

Uses	Required Minimum Parking
Residential Uses	
All residential uses, including ADUs	1 per unit
Transient Residential and Overnight Accommodations	
All Transient Residential and Overnight Accommodations	0.75 per room
Institutional Uses	
Adult day care centers	1 per 300 sf
Child care centers	1 per 6 kids and adequate stacking for pick-up/drop-off activities consistent with the student population
Community centers	1 per 300 sf
Funeral homes without crematoriums	1 per 4 seats
Governmental buildings	1 per 300 sf
Libraries	1 per 300 sf
Museums	1 per 500 sf
Nursing homes	1 per 4 beds + 1 per 1000 sf

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Religious institutions	1 per 4 seats
Commercial Uses	
All Commercial uses	1 per 300 sf
Recreational Uses	
All Recreational uses	Not Applicable
Utility and Service Uses	
All Utility and Service uses	Not Applicable
Telecommunication Uses	
Stealth telecommunications facilities	1 per tower
Agricultural Uses	
Community gardens	Not Applicable
Urban farms	1 per 4 employees
Storage, Transportation and Logistics Uses	
All Storage, Transportation and Logistics Uses	Not Applicable

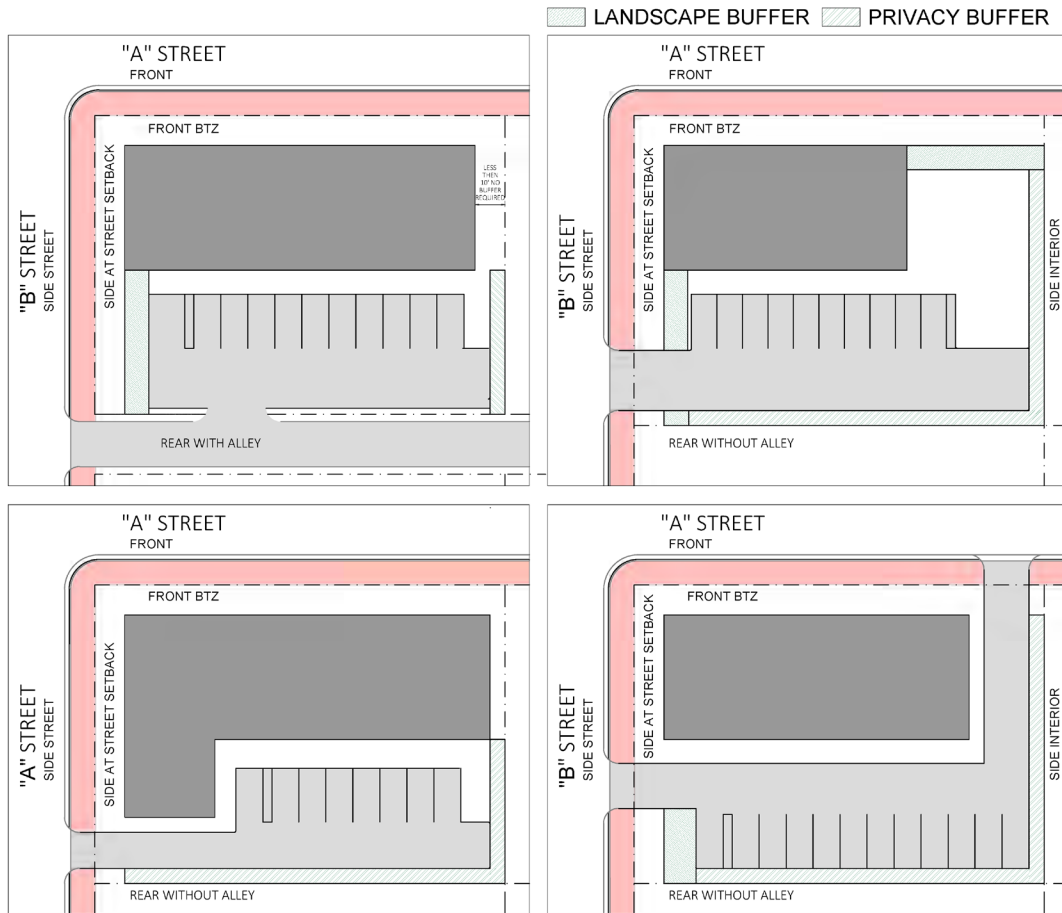
2. *On-street parking.* On-street parking, constructed to city Code, within a public right-of-way along the lot frontage can be counted towards on-site parking requirements. An approved revocable permit from the city commission is required for on-street parking constructed by new development.
3. *Payment in lieu of parking (PILOP).* Up to three required on-site parking spaces may be accommodated via payments to the PILOP program as described in section 6.01.19.
4. *Parking alternatives.* The following may be substituted for required on-site parking spaces. Alternative parking spaces shall count toward no more than 25 percent of the overall on-site parking requirement.
 - a. Two motorcycle and/or scooter spaces shall count as one parking space
 - b. Two golf cart spaces shall count as one parking space
 - c. One transit vehicle pull-off shall count as four parking spaces, eligible only by approval development director and coordination with City of Stuart Tram or Martin County Public Transit, MARTY.
5. *Historic preservation credit.* Historic buildings as designated by the Stuart Historic Preservation Board and recorded and preserved in compliance with section 5.09.00 A, Historic preservation program, are exempt from new parking requirements due to a change of use when existing on-site parking remains. If existing on-site parking is removed, up to 50 percent of the required parking for any new may be accommodated via payments to the PILOP as described in section 6.01.19.
- ~~6. *EV charging station (EVCS).* All new commercial development of greater than 5,000 square feet of gross floor area and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s). See section 2.06.22.~~
7. *Parking placement.* See Figure CD-35, Parking placement dimensions.

- a. All parking areas shall be located as shown in Figure CD-36, Parking placement diagram, behind the rear facade of the principal building and screened from rights-of-way by a privacy buffer or landscape buffer described in Figure CD-41, Minimum buffer types, or other screening approved by the development director.
- b. Up to two required parking spaces may be provided as "stacked" spaces, where one parking space is located behind the other.
- c. Boats, campers, and recreational trailers may only be parked in the rear yard.

FIGURE CD-35 PARKING PLACEMENT

	Distance from Lot Line	Buffer Requirements, see in Sec. 3.04.09, Figure CD-41
Front	10' or 5' behind building facade	Landscape buffer
Side street	10' or 5' behind building facade	Landscape buffer
Side interior	5'	Privacy buffer
Side with alley	0'	Not applicable
Rear without alley	5'	Privacy buffer
Rear with alley	0'	Not applicable
Curb Cut Notes		
1. For properties with access to an improved alley, no street curb cuts are permitted.		
2. Where buildings do not have alleys in the rear of the property, curb cuts shall be no closer than 75 feet along the lot <u>parcel</u> frontage. Distance between curb cuts shall be measured from the centerlines of each curb cut.		
3. The total driveway width at the property line shall not exceed 20 feet.		

FIGURE CD-36 PARKING PLACEMENT DIAGRAM



8. *Parking design standards.*

- See Figure CD-37, Parking design dimensions.
- Where an improved alley is located along the side or rear property lines, improved alleyways may be used as part of the required back-up/drive aisle dimension for parking spaces.
- Materials.* Vehicular access shall consist of concrete, brick or concrete pavers, asphalt, stamped pattern concrete systems, rock salt textured concrete with integral color, or other similar material approved by the development director.

FIGURE CD-37 PARKING DESIGN DIMENSIONS

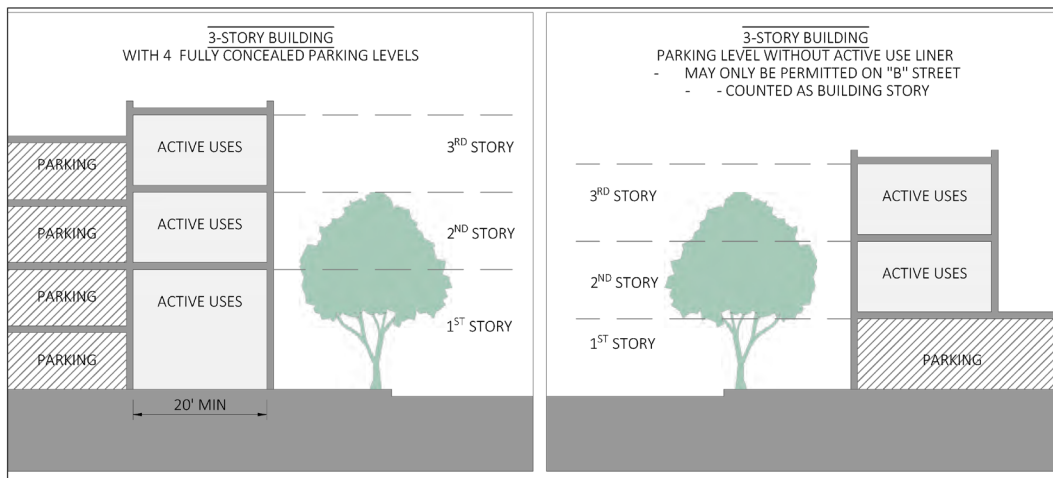
Space Angle	Space Width	Parking Row Depth	Curb Length	Drive Aisle Width: One-way	Drive Aisle Width: Two-way
Parallel or 0°	8'0" ¹	9'0"	22'0"	10'0"	20'0" ³
30°	9'0" ²	17'0"	20'0"	10'0"	20'0" ³

45°	9'0" ²	19'0"	14'6"	10'0"	20'0" ³
60°	9'0" ²	20'0"	11'9"	10'0"	20'0" ³
Perpendicular or 90°	9'0" ²	18'0"	9'0"	20'0"	20'0" ³
¹ May include valley gutter.					
² The width of parking spaces may be reduced to 8½ feet for up to 20 percent of the required parking.					
³ The two-way drive aisle width may be reduced from 20 feet to a minimum of 12 feet for parking areas of eight spaces or less. Within a reduced drive aisle area, parking spaces are prohibited, with the exception of parallel parking spaces.					

9. *Garages, structured parking and parking located within a building envelope.*

- a. Garages shall not be the principal element of the front facade.
- b. Structured parking may be permitted through conditional use approval and shall provide shade on at least 30 percent of any exposed parking on the roof with an aged solar reflectance index (SRI) of at least 32, be a vegetated roof, or be covered by energy generation systems.
- c. All structured parking shall minimize the appearance of expansive blank walls along the ground floor through exterior design, architectural features, and landscaping. The intent is to provide an appealing facade from the sidewalk pedestrian perspective. Buildings which have parking located within the envelope shall be consistent with the design of the facades and be entirely screened. On "A" streets structured parking shall be screened by a liner building with active commercial or residential use provided for a depth of no less than 20 feet measured from the building facade. Landscaping shall be installed along the ground floor facade, within the public sidewalk or within on-street landscape islands. The visual impact of structured parking garage doors shall be minimized through architectural design and are not permitted on "A" streets.
- d. Access drives into the parking area on the ground floor shall be limited to one drive aisle at a maximum of 24 feet in width for buildings less than 100 linear feet in width and two drive aisles at a maximum of 24 feet in width each for buildings 100 linear feet in width and greater. If the property is adjacent to an alley, two drive aisles at a maximum of 24 feet in width each shall be permitted for buildings less than 100 linear feet in width. The development director may permit two 12-foot drive aisles for buildings less than 100 linear feet in width.
- e. Where maximum building heights are established in stories, all levels devoted to parking are considered as individual stories except when screened by a liner building with active use provided for a depth of no less than 20 feet measured from the front of the building. See Figure CD-38, Structured parking and active uses, for illustration. Under all circumstances the four-story height limit shall not be exceeded.

FIGURE CD-38 STRUCTURED PARKING AND ACTIVE USES



E. *Heat island effect.* In order to reduce urban heat islands the following recommendations are provided for site design:

1. Provide shade on at least 30 percent of non roof impervious surface on the site, including parking lots, walkways, plazas, etc.
2. Use light-colored/high-albedo materials (reflectance of at least 0.3) for 30 percent of the site's non-roofed impervious surface

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.08. Stormwater standards.

A. Section 6.03.00, Stormwater management, applies as written. The Urban District is inclusive of the Creek District zoning districts

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.09. Landscape and site standards.

A. Figure CD-39 identifies which of the landscaping, buffering, tree protection, and site standards in section 6.04.00 apply in the Creek District and which standards are replaced, or do not apply.

FIGURE CD-39 LANDSCAPE and SITE STANDARDS

Sec. 6.04.00	Landscaping	Applies as written	Replaced by
Sec. 6.04.01	Applicability of the Stuart Landscape Code	✓	-
Sec. 6.04.02	General provisions	✓	-
Sec. 6.04.03	Landscape design	→	Sec. 3.04.09 B
Sec. 6.04.04	Maintenance	✓	-

Sec. 6.04.05	Xeriscape landscape	✓	-
Sec. 6.04.06	Land use transitions and landscape buffers	→	Sec. 3.04.09 C
Sec. 6.04.07	Parking areas for multi-family and all non-residential developments	→	Sec. 3.04.09 D
Sec. 6.04.08	Developments landscape requirements	→	Sec. 3.04.09 C
Sec. 6.04.09	Variance appeal to board of adjustment	✓	-
Sec. 6.04.10	Loading, storage, mechanical equipment, solid waste disposal facilities and other service function	→	Sec. 3.04.09 F
Additional Site Standards			
Sec. 6.07.00	Lighting	→	Sec. 3.04.09 E
Sec. 6.08.00	Solid Waste and Recycling Container Standards	→	Sec. 3.04.09 F

B. *Landscape design.* For all development a landscape plan shall be submitted and approved as part of the development approval process and prior to the issuance of a development permit. Landscape plans for a major development shall be prepared by a registered landscape architect. All landscape plans must show the location of existing or proposed utility lines that could be impacted by the vegetation being planted.

1. Required landscape area and tree planting. Figure CD-40, Required Landscape area and tree planting, indicates the minimum number of trees and landscape area that must be planted.

FIGURE CD-40 REQUIRED LANDSCAPE AREA AND TREE PLANTING

Zoning	Min. Percentage	Number of Trees per Site
Creek North	10% of the site	1 per 30 linear feet of lot frontage
Creek South	20% of the site	1 per 30 linear feet of lot frontage
Creek Industrial	Not applicable	1 per 30 linear feet of lot frontage
Recreation	Not applicable	1 per 30 linear feet of lot frontage

2. The landscaped areas shall be located on the site as to maximize preservation of existing trees with priority given to specimen and/or historic trees as described in chapter V, Resource protection related development standards. The development director may grant a reduction in required trees to be planted for existing trees to remain.
3. All required shade trees, as defined by chapter VI shall be 14 feet in height at installation, and have a DBH of not less than two and one-half inches.

4. Where the location of required landscaping is precluded by existing buildings or permanent site improvements, the placement of landscaping may occur off-site in a right-of-way or other nearby public space, in openings within paved areas, or in other locations as determined by the development director or designee.
5. Yards shall be sodded or otherwise landscaped in accordance with section 3.04.09.
6. Impervious surfaces shall not be placed within five feet of the base of an existing tree to be preserved.
7. Mulch shall be designed and installed in all planting areas to a depth of three inches. The type of mulch shall be Florida Friendly mulch and be specified on the landscape plan.
8. *Visibility triangles.* All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with section 3.04.06 F

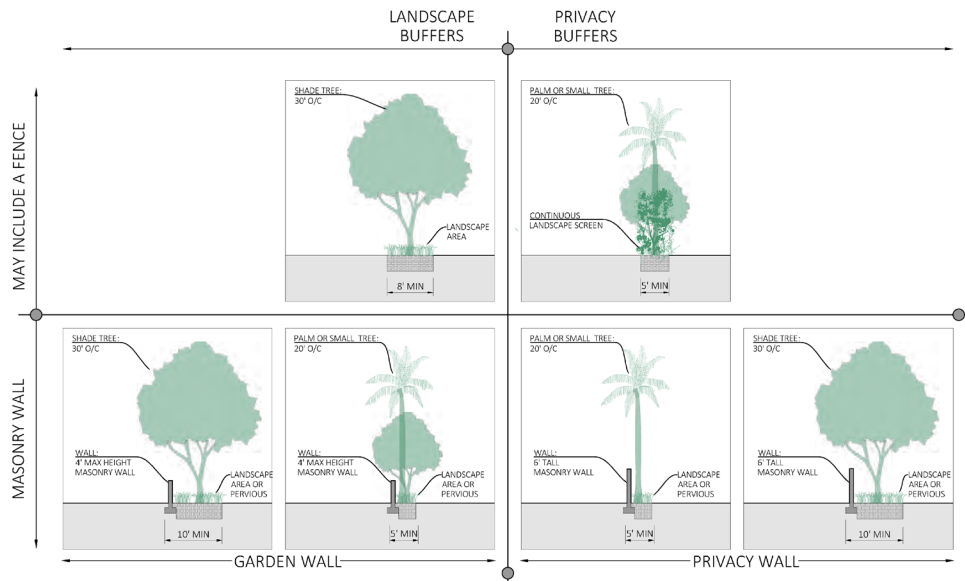
C. *Landscape and privacy buffers.* See Figure CD-41, Minimum buffer types, for descriptions of required buffers.

FIGURE CD-41 MINIMUM BUFFER TYPES

Type	Name	Min. Width	Wall or Fence, see Sec. 03.02.10	Tree or Palm	Landscaping
Landscape buffers	Shade tree buffer	8'	May include fence	Shade tree, every 30' o/c	A hedge planted 24 to 30 inches on-center, and grass, ground cover, or other landscape treatment not less than 50%, LID is encouraged
	Garden wall buffer 1	10'	Finished masonry wall, 4' max. height	Shade tree, every 30' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material, LID is encouraged
	Garden wall buffer 2	5'	Finished masonry wall, 4' max. height	Tree or palm, every 20' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material
	Landscape privacy buffer	5'	May include fence	Tree or palm, every 20' o/c	A hedge planted 24 to 30 inches on-center or other landscape treatment to create a 6' tall continuous landscape screen
Privacy buffers	Privacy wall buffer 1	5'	Finished masonry wall, 6' tall	Tree or palm, every 20' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material
	Privacy wall buffer 2	10'	Finished masonry wall, 6' tall	Shade tree, every 30' o/c	A hedge, grass, ground cover, or other landscape treatment or pervious landscaping material, LID is encouraged

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D. Parking lot standards.

1. **Parking lot perimeter landscaping.** Landscaping and privacy buffer requirements shall apply for any parking lot not entirely screened visually by an intervening building from abutting rights-of-way or private property. See Figure CD-35, Parking placement, and Figure CD-36, Parking placement diagram, in section 3.04.07, Access and parking standards.
2. **Parking lot interior landscaping.**
 - a. Interior landscaping shall include not less than one shade tree for every 500 square feet or fraction thereof of interior landscaped area.
 - b. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than two feet.
 - c. Not less than 80 percent of trees used in parking area interior landscaping shall be shade trees.
 - d. Interior landscaped islands shall be provided between every ten parking spaces. Each interior island shall be not less than eight feet in width. Each interior island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass, and mulch.
 - e. Terminal landscaped islands shall be provided at the end of each parking row. Terminal landscaped islands shall not be less than eight feet in width and the length of the parking space. Each terminal island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass and mulch.
 - f. Interior landscaped medians shall be provided between every interior row of parking spaces and not less than six feet in width. Interior medians shall be landscaped with not less than one shade tree every 30 linear feet and a combination of shrubs, ground cover, grass and mulch.
 - g. Parking lot interior landscaping shall utilize low-impact development strategies.

-
- i. If curbs are to be used, their number, placement and design should be carefully considered to allow percolation of stormwater. An openings shall be no less than 18 inches wide is to reduce the potential for clogging.
 - ii. A minimum two-inch drop is required between the pavement and the vegetated area. A gravel area may be required to dissipate energy and prevent erosion at entry points to rain gardens or parking lot islands.
 - iii. The street profile shall match the intended drainage; i.e., a crowned street will drain to both sides, or a side shed profile will drain to only one side.
 - 3. *Excess parking lot spaces.* Where the number of parking spaces installed in a surface lot exceeds the minimum number of on-site parking spaces required by this Code:
 - a. Landscape buffers shall not be less than eight feet and shall include shade trees.
 - b. For every additional five spaces, one shade tree shall be provided on site.
 - c. All excess parking spaces shall be made of pervious hardscape such as pavement, concrete and/or pavers.
 - E. *Lighting.* All development shall be designed to provide safe, convenient, and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. Light fixtures shall be designed as an integral design element that complements the design of the project through style, material or color.
 - 1. The use of exposed neon or LED rope lighting on any property is prohibited.
 - 2. *Fixture height.* Lighting fixtures shall be a maximum of 15 feet in height.
 - 3. *Light pollution and spillage.* Lighting shall be designed so as to prevent direct glare, light spillage and hazardous interference with automotive and pedestrian traffic on adjacent streets and all adjacent properties. Lighting shall be designed and installed so the light source does not shine directly onto adjacent residential uses or a residential zoning district.
 - a. The applicant is encouraged to minimize light spillage from building and site and to reduce urban-glow. Dark sky approved lighting is encouraged.
 - b. For perimeter exterior lighting, only full cutoff luminaries shall be approved.
 - c. For commercial and major development projects the maximum allowable illumination at the property line of any adjoining parcel or public right-of-way is 0.2 horizontal and vertical foot-candles measured at six feet above grade level.
 - F. *Solid waste and recycling.*
 - 1. *Solid waste and recycling generation rates.* Generation rates in section 6.08.01 are weekly and apply except where modified below in Figure CD-42, Solid waste and recycling weekly generation rates. Generation rates shall be calculated or reassessed with new development, substantial renovation, substantial improvement, or change of use.

FIGURE CD-42 SOLID WASTE AND RECYCLING WEEKLY GENERATION RATES

Use	Recycling (min)	Garbage (min)	Cardboard
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Residential, four units or less, per unit	One 65-gallon blue cart	One 95-gallon green cart	Not required
Residential, five units or more, per unit	0.17 cubic yards per unit	0.17 cubic yards per unit	Not required
Commercial less than 5,000 sf	Two 95-gallon blue carts	Two 95-gallon green carts	Not required

2. *Location of solid waste and recycling storage and/or enclosures.* All new development, substantial renovation, or change of use must provide sufficient on-site space and maintenance for the placement and collection of solid waste and recycling storage and/or enclosures. Excluding improved alleys, all solid waste and recycling storage shall be screened from view from public rights-of-way.

- a. Screening may be achieved by with a buffer as described in Figure CD-41, Minimum buffer types, a freestanding enclosure, or an enclosure within the building footprint. Where more than six roll-out carts are required an enclosure shall be provided.
- b. The location of solid waste and recycling storage and/or enclosures:
 - i. Shall be accessed from the alley if an improved alley is present.
 - ii. Prohibited on "A" streets as shown in Figure CD-07, Thoroughfare plan.
 - iii. Where an alley is not present, solid waste and recycling storage and/or enclosures shall be located to prevent conflict with pedestrians, minimize the quantity and length of curb cuts, and promote a high quality, livable public realm.
- c. The utilities and engineering director encourages businesses under the same ownership or within the same block to share enclosures to meet required enclosure standards.
- d. Design of freestanding solid waste and recycling storage enclosures shall have:
 - i. A six-feet tall finished concrete wall on three sides. Use of chain link or wooden fencing to meet this requirement is prohibited.
 - ii. Closable, lockable opaque gates. Gates may be opaque inserts within a chain link gate.
 - iii. Landscaping around the enclosure is not required.
 - iv. Bollards are required to be located at the rear of enclosure only.
 - v. Enclosure size shall be a minimum ten feet by ten feet (interior dimensions). Larger enclosures shall be provided as necessary to house larger proposed or required containers.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.10. Fence and wall standards.

- A. *Fence and wall principles.* All development including public improvements shall incorporate the following fence and wall principles:

1. Fences or walls shall be in harmony and compatible with their surroundings.
 2. All fences and walls shall be maintained in good repair on both sides, so as to be structurally sound.
 3. No fences, walls, or hedges may be located within the intersection sight-triangle as set forth. See section 3.04.06 F.
 4. *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.
- B. *Construction fences.* All development projects greater than a half acre shall install with a temporary six feet 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.
- C. *Materials.*
1. Fences and walls shall be constructed with one or more of the materials listed in Figure CD-43, Fence and wall materials.

FIGURE CD-43 FENCE AND WALL MATERIALS

Fence Materials			
Aluminum or Steel	Stone or pre-cast concrete	Wrought iron	Painted stucco
Brick	Wood	Vinyl	Split-face masonry block

2. Metal fences shall be minimum of 11 gauge non-corrodible metal or galvanized wire fabric. Chain link fences shall be vinyl coated in green or black. Chain link fences shall not be visible from public rights-of-way. Chain link fences may be concealed by landscaping and shall only be located on the side and rear yard.
 3. Fences and walls shall be finished on the exterior side where all framing is facing the interior.
 4. *Dangerous materials prohibited.*
 - a. No fence, wall, or other enclosures shall include materials or devices, such as broken glass, spikes, razors, nails or similar materials intended or designed to maim, mutilate or cause other bodily injury to any person or animal.
 - b. Electrically charged fences are prohibited.
 - c. Barbed wire fences are hereby prohibited, unless approved as necessary to protect the public from hazardous conditions.
- D. *Height.*
1. Fences located in the front yard shall have a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines

2. The height of fences and walls shall be measured from existing natural elevation of a lot, prior to any construction or alteration.
3. 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.

A diagram of a lot layout. A central grey rectangle is labeled "BUILDING". It is surrounded by green areas: "REAR YARD" at the top, "FRONT YARD" at the bottom, "SIDE YARD" on the left, and "SIDE YARD" on the right. To the left of the lot, a pink horizontal bar represents the "FRONT FACADE". Two arrows point from the text "12\" SPACE" to the setbacks from the front facade: one to the left side yard and one to the front yard. To the right of the lot, two vertical arrows indicate setbacks: "BEHIND FACADE" for the rear yard and "IN FRONT OF FRONT FACADE" for the front yard.

Sec. 3.04.11. Sign standards.

- ### FIGURE CD-45 SIGN STANDARDS

Sec. 6.11.00	Signs	Applies as written	Replaced by
Sec. 6.11.01	Purpose and goals	✓	
Sec. 6.11.02	Permit required.	✓	
Sec. 6.11.03	Non-conforming pole signs	✓	
Sec. 6.11.04	Permit procedures	✓	
Sec. 6.11.05	Aesthetic attributes	→	Modified by Sec. 3.04.11 B
Sec. 6.11.06	Code applicability	✓	

Sec. 6.11.07	Sign area, dimensioning, lighting and colors	→	Modified by Sec. 3.04.11 C
Sec. 6.11.08	Design requirements and restrictions	→	Modified by Sec. 3.04.11 D
Sec. 6.11.09	Unified signage plan; location, safety, design requirements and restrictions	✓	
Sec. 6.11.10	Structural standards	✓	
Sec. 6.11.11	Removal and disposition of certain signs	✓	
Sec. 6.11.12	Types of signs permitted	→	Modified by Sec. 3.04.11 E
Sec. 6.11.13	Special purpose signs and signing	✓	
Sec. 6.11.14	"No fee permit" signs	→	Modified by Sec. 3.04.11 F
Sec. 6.11.15	Exempt signs (not requiring a permit)	→	Modified by Sec. 3.04.11 G
Sec. 6.11.16	Prohibited signs	→	Modified by Sec. 3.04.11 H
Sec. 6.11.17	Design standards matrix	✓	

- B. *Aesthetic attributes.* In addition to section 6.11.05, signage within The Creek District shall follow the material standards set forth in Figure CD-46, Sign material standards.

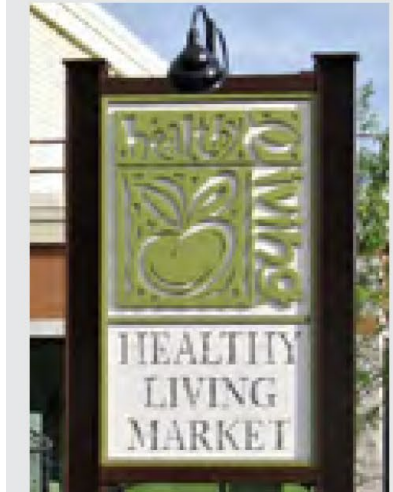
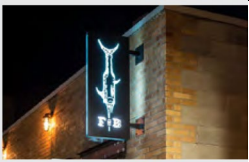
FIGURE CD-46 SIGN MATERIAL STANDARDS

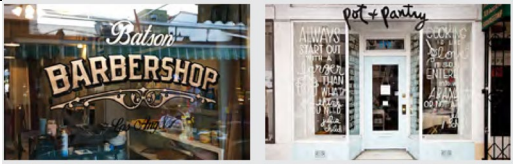
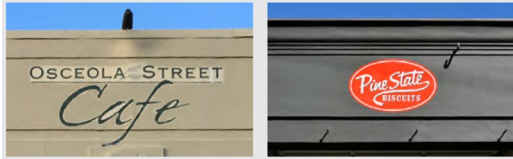
MATERIALS	Sign materials shall be high quality, durable and easy to maintain.	PERMITTED	PERMITTED	PROHIBITED
		 Metals, wood, and wood-like materials like high-density-urethane	 Well maintained painted signs	 Vinyl banners, acrylic and Plexiglas

- C. *Illumination.* In addition to section 6.11.07, signage within the Creek District shall follow the material standards set forth in Figure CD-47, Sign lighting standards.

FIGURE CD-47 SIGN LIGHTING STANDARDS

POWER SOURCE	Sign lighting should be integrated into the	PERMITTED	PERMITTED	PROHIBITED
		 MEAD ST. PROVISIONS MARKET • GROCERIES • DELICATES	 Estes	 GLASSES GALORE

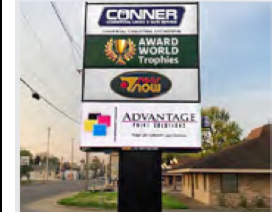
GROUND SIGNS:	FREESTANDING	Freestanding signs shall be wood or composite material supported by 2 wood or composite posts, with the top edge of the sign no higher than 6 feet above the finished grade, and shall not exceed six feet in width. Each post shall have ornamental post caps or covers. A freestanding sign shall not be used as a frame for a cabinet sign. Freestanding signs shall be lit with integrated lighting, externally lit by concealed lighting or gooseneck lighting.	
	MONUMENT	Monument signs shall be composed of metal frame, textured brick, concrete block, or other masonry, and finished with stucco or other textured material, and having a solid base. The top edge of the sign shall be no higher than elsewhere permitted in Sec. 6.11.17, and the skirt and base shall be no smaller than 80 percent of the sign width nor greater than 120 percent of the sign width. A monument sign shall not be used as a frame for a cabinet sign.	
PROJECTING		Projecting signs. A projecting sign is affixed to a structure and extends at a right angle from the structure.	
		1. A projecting sign shall not have more than two sign faces. Projecting signs may project into the public right-of-way. Projecting signs shall have clear height of no less than 9 feet and be no closer than 2 feet from the curb.	
		2. Signs must not project more than six feet from the wall face of a building.	
		3. The permitted size of a fixed projecting sign shall not exceed 16 square feet.	Supported by metal brackets. These signs can symbols associated with an actual type of bus

PERMITTED SIGNAGE ILLUSTRATION	UNDER CANOPY WINDOW WALL SIGN WALL SIGN: PAINTED	A sign hung from the underside of an awning, canopy, ceiling of an arcade, covered walkway, or portico. It may be rigid or it may swing. Any swinging sign shall be removed during a major storm event. Sign shall not have more than two sign faces. No portion of any sign projecting over a public sidewalk shall be less than nine feet above the grade of the sidewalk. Any sign projecting over private property and located where motor trucks may be required to pass beneath it shall be erected and maintained at a height of not less than 14 feet.	 Under canopy
		Window sign shall not cover more than 40% of the window. Window signs are very helpful at a pedestrian scale and often tell patrons the business name, operating hours, or additional details about the business or promotions.	
		A wall sign shall be flush mounted, raised channel, or individual letters and may be applied to the building face. Plastic face box or cabinet signs shall not be allowed.	 Cabinet side with push through or routed cop
		Mural signs shall be counted as wall signs for the portion which includes any message, logo or which depicts a product or service, and shall be of such a design as to complement the architectural style of the subject building and shall be in keeping with the general character of the district. There shall be a maximum of only one mural sign per building. The sign portion of a mural sign, if any, shall comply with the dimensional requirements of a wall sign.	 A wall sign shall be professionally hand-paint
			

	Activity inside can be seen by those outside the building. The signs are of high quality durable materials. The scale of signage should address both the pedestrian and those traveling by vehicle.	
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- F. *Mural*.Section 6.11.14 D, Mural, applies except when a mural is interior to development and not visible to public right-of-way, parks, public land or vista, the approval of CRA is not required.
- G. *Non-residential and multi-family residential real estate signs*.Section 6.11.15 G applies except when the duration of sign posting exceeds that of a temporary sign, six months per year or less, the sign shall require a permit and conform to permitted sign standards.
- H. *Prohibited signs*.Section 6.11.16 applies except where modified in Figure CD-49, Types of signs prohibited.

FIGURE CD-49 TYPES OF SIGNS PROHIBITED

PROHIBITED			
			
Advertising flags including feather flags and tear drop flags	Murals which are advertising or painted wall signage which exceed permitted dimensions	Face illuminated cabinet sign, back-lit sign panels	Vinyl banners hung from awnings, roof fascia or arcade
			
Billboards, single pole and pylon signs	Electronic changeable copy signs	Window signs exceeding 40% of glazing area. It can be perceived as visual clutter.	

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Sec. 3.04.12. Architectural standards.

- A. *Historic preservation*. Structures identified as historically and architecturally contributing shall be candidates for historic protection as set forth in section 5.09.00.
- B. *Building additions*. The exterior appearance of additions to an existing building shall be compatible with the overall building type. For example, exterior walls should be of the same or compatible

materials and finished in the same manner as the existing structure. Windows should also be of the same type or be complementary with the existing windows.

C. *Architectural character.*

1. *Building colors and finishes.* All exterior building wall colors used within the Creek District shall be restricted to muted pastel, whites, neutrals tones, or earth-toned shades. The use of black or florescence colors is prohibited as a predominant exterior building color. Exterior colors shall be approved by the development director.
2. *Architectural features.* The ground floor shall be differentiated from upper floors through the use of strong cornice lines, awnings, distinct but compatible exterior colors or materials, exterior lighting, colonnades or overhangs that cover the sidewalk, increased setback for upper floors, or similar treatments. Architectural treatments on the principal facade shall extend to all faces of the building adjacent to a public right-of-way, with the exclusion of alleys.
3. *Blank walls.* Long, windowless, uninterrupted walls are not permitted. Blank wall areas shall not exceed 20 feet in horizontal direction of any facade adjacent to a public right-of-way, with the exclusion of alleys.
4. *Roofs and gutters.*
 - a. Exposed gutters shall be half-round metal gutters.
 - b. For buildings which are located not more than five feet from the front property line, gutters must be shielded and shall not drain onto hardscape. Downspouts may be enclosed within a column or other architectural feature. Rain-barrels, cisterns, and other low impact development strategies are encouraged.
 - c. Clay or cement barrel, s-shaped, flat cement, or mission tiles shall be a shade of "red," "ochre," "cream" and "white" color shades provided that such coloring is integral to the clay or cement. No glazed or painted clay or cement tiles shall be allowed. No other shape of clay or cement tiles shall be permitted.
 - d. Flat roofs shall have a parapet.
 - e. Pitch roofs shall not have a ratio less than 3-12.
 - f. Aluminum fascia and soffits are not permitted.
 - g. *Heat island effect.* In order to reduce urban heat islands for roofed areas, it is recommended to use Energy Star roof-compliant, high-reflectance and high emissivity roofing or install a "green" (vegetated) roof for at least 50 percent of the roof area.
5. *Windows and doors.* The following window and door types are encouraged:
 - a. Operable windows.
 - b. Operable shutters which are sized to match openings.
 - c. Bahama shutters.
 - d. Operable Paris balconies.
 - e. Bird friendly glazing for structures three stories and greater.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

(Supp. No. 16)

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Chapter
ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS

VI

6.00.00. GENERAL PROVISIONS

Sec. 6.00.01. Purpose.

The purpose of this chapter is to provide development design and improvement standards applicable to all development activity within the city.

Sec. 6.00.02. Responsibility for improvements.

All improvements required by this chapter shall be designed, installed, and paid for by the developer.

Sec. 6.00.03. Principles of development design.

The provisions of this chapter are intended to ensure functional and attractive development. Development design shall first take into account the protection of natural resources as prescribed in chapter V of this Code. All development shall be designed to avoid unnecessary impervious surface cover; to provide adequate access to lots and sites; and to avoid adverse effects of shadow, glare, noise, odor, traffic, drainage, and utilities on surrounding properties.

Sec. 6.00.04. Site design qualitative development standards.

- A. *Generally.* The intent of these site design qualitative development standards is to establish qualitative standards to be applied by the city in the review of residential development plans, minor development plans and major development plans submitted to the city as required by this Code. The purpose of these standards is to insure that all site plan development complies with the comprehensive plan of the city and with the Stuart land development regulations and to promote harmonious and compatible development within the city.
- B. *Standards.*
 - 1. *Harmonious and efficient organization.* All elements of a development plan shall be organized harmoniously and efficiently in relation to topography, the size and type of the subject property, the character and development of nearby property, and the type and size of buildings. Site improvements shall be arranged to have minimal effects on nearby property and in a manner that will not impede the development of nearby property for uses permitted by the Stuart Comprehensive Plan and this Code.
 - 2. *Preservation of natural conditions.* The landscape shall be preserved in its natural state to the maximum degree practical by minimizing tree and soil removal and by other appropriate site planning techniques. Terrain and vegetation shall not be disturbed in a manner likely to increase soil erosion in or near the site or to harm endangered or threatened plant or animal populations.

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3. *Screening and buffering.* Fences, walls, or vegetative screening shall be provided where needed to protect the occupants of the site from undesirable views, lighting, noise or other adverse effects of nearby property, and to protect the occupants of nearby property from like adverse effects produced by the development of the site.
 4. *Enhancement of residential privacy.* The development plan shall provide reasonable visual and auditory privacy for all dwelling units located within and near the site. Fences, walls, barriers and vegetation shall be arranged to protect and enhance the appearance of the site and the privacy of the occupants.
 5. *Emergency access.* Buildings, walls, landscaping and other site features shall be arranged and constructed to permit access by emergency vehicles to all buildings.
 6. *Access to public and private ways.* All buildings, dwelling units and other facilities designed or intended for occupancy or assembly shall have safe and convenient access to public and private ways including streets, sidewalks and parking areas, and to other areas on the site designed or intended for common use.
 7. *Pedestrian circulation.* For developments which include residential units, the pedestrian circulation system shall be separated to the maximum extent possible from the vehicular circulation system. Sidewalks shall be provided if desirable for pedestrian safety and shall be constructed in accordance with city standards.
 8. *Location and design of access drives.* Access drives to the site shall be located and designed to maximize public safety and convenience and to minimize negative traffic impacts on property. Access improvements located both on and off the site shall be provided if desirable for public safety.
 9. *Coordination of on-site and off-site circulation.* The arrangement of on-site public and private ways including streets, sidewalks, bicycle paths and parking areas for vehicular and pedestrian circulation shall be coordinated with the existing and planned pattern of off-site public and private ways for vehicular and pedestrian circulation.
 10. *Location and design of on-site ways.* On-site public and private ways including streets, sidewalks, bicycle paths and parking areas shall be located and designed to occupy no more land than is required to provide safe and convenient vehicular and pedestrian circulation. Such ways shall not unnecessarily fragment development into small areas or segments.
 11. *Drainage.* Stormwater drainage shall be accommodated on the site or shall be removed from the site in a manner which does not adversely affect nearby property or the public storm drainage system. The necessary facilities, including grading, gutters, piping and the treatment of soil, shall be provided to accommodate stormwater retention, percolation and drainage, and to prevent erosion and the formation of silt.
 12. *Exterior lighting.* Exterior lighting shall not produce glare on nearby property or otherwise interfere with the quiet enjoyment of nearby property or with public safety and convenience.

(Ord. No. 1345-94, 3-28-94)

6.01.00. TRANSPORTATION SYSTEMS

Sec. 6.01.01. General provisions.

- A. *Purpose.* This section establishes minimum requirements applicable to the development of transportation systems, including public and private streets, bikeways, pedestrian ways, parking and loading areas, and access control to and from public streets. The standards in this section are intended to minimize the traffic impacts of development, to assure that all developments adequately and safely provide for the storage and movement of vehicles consistent with good engineering and development design practices.
- B. *Compliance with the Stuart building and construction regulations.* All required elements of the transportation system shall be provided in compliance with the engineering design and construction standards specified by the Florida Building Code as it may be amended from time to time.

Sec. 6.01.02. Streets.

- A. *Street classification system established.*
 - 1. Streets in the city are classified and mapped according to function served in order to allow for regulation of access, road and right-of-way widths, circulation patterns, design speed and construction standards. (Refer to the transportation element of the City of Stuart Comprehensive Plan.)
 - 2. Private streets and streets that are to be dedicated to the city are classified in a street hierarchy system with design tailored to function. The street hierarchy system shall be defined by road function and average daily traffic (ADT), calculated by trip generation rates prepared by the Institute of Transportation Engineers. Trip generation rates from other sources may be used if the developer demonstrates the alternative source better reflects local conditions.
 - 3. When a street continues an existing street that previously terminated outside the subdivision, or is a street that will be continued beyond the subdivision or development at some future time, the classification of the street will be based upon the street in its entirety, both within and outside of the subdivision or development.
 - 4. Residential streets are primarily suited for providing direct access to residential development, but may give access to limited non-residential uses, provided average daily traffic (ADT) volume generated by the non-residential use does not exceed applicable standards for the affected streets. All residential streets should be designed to minimize unnecessary and/or speeding traffic.
 - 5. The following streets hierarchy is established in accordance with the City of Stuart Comprehensive Plan: local, collector, arterial. All development proposals containing new streets or taking access from existing streets shall conform to the standards and criteria contained in this part.
- B. *Local streets.* A route providing service which is of relatively low average traffic volume, short average trip lengths or minimal through traffic movements, and high land access for abutting property.
- C. *Collector streets.* A route providing service which is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route also collects

and distributes traffic between local roads or arterial roads and serves as linkage between land access and mobility needs.

- D. *Arterial streets.* A route providing service which is relatively continuous and of relatively high traffic volume, long average trip length, high operating speed, and high mobility importance. In addition, every United States numbered highway is an arterial road.
- E. *Street classification standards.*
1. Generally.
 - a. Residential streets shall be laid out to provide adequate traffic circulation in the developed area and should begin and terminate at a main street. The minimum pavement width shall be 20 feet for two-way street and 12 feet for a one-way street.
 - b. Residential streets shall provide access to all building and/or units of the development not otherwise served.
 - c. All roads and streets shall enter and leave adjoining roadways, as nearly as practicable, at right angles thereto. In no case shall the intersection skew angle be greater than 60 degrees.
 - d. Street terminating in a dead end shall have a circular or square cul-de-sac with a paved area diameter or square equal to 90 feet.
 - e. Utility easements ten feet in width shall be provided along both sides of all streets.
 - f. Public alleyways shall remain open for pedestrian access, fire protection, and other public services. New public alleyways are encouraged.
 - g. No new arterial roadways shall be built or expanded in areas designated as residential on the future land use map, a part of the City of Stuart Comprehensive Plan.

Sec. 6.01.03. Rights-of-way.

- A. *Minimum right-of-way widths.* The minimum width of right-of-way of streets shall be:
1. State roads, as required by the Florida Department of Transportation.
 2. Arterial streets, 50 feet each side of the centerline.
 3. Local streets, 20 feet each side of the centerline.
 4. Cul-de-sacs, 90-foot diameter or square.
 5. Alleys of not less than 15 feet, or easements for utilities of not less than ten feet shall be platted.

Sec. 6.01.04. Sidewalks and bikeways.

- A. *Concurrent pedestrian use.* Designation of a route as part of the public bicycle path system shall not preclude its concurrent use by pedestrians, unless so specifically stated in the resolution making such designation.
- B. *Minimum width.* Except as otherwise provided by this Code or by ordinance, where practicable, all sidewalks and bikeways within the city shall be not less than eight feet in width.

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- C. *When required.* Sidewalks and/or bikeways shall be provided for internal circulation and linkage to other projects when such facilities are possible given the particular physical characteristics of the site, type of project, and adjacent land uses. Determination of feasibility shall be made by the city development director.

Sec. 6.01.05. Pedestrian access for large-scale commercial development (LCD).

- A. *Purpose and intent.* All large-scale commercial development shall be designed to provide safe opportunities for alternative modes of transportation by connecting with existing and future pedestrian and bicycle pathways within the city and the county and to provide safe passage from public right-of-way to the building or project, between projects and between alternative modes of transportation.
- B. *Pedestrian access.* Pedestrian ways, linkages and paths shall be provided from the building entries to surrounding streets, external sidewalks and development outparcels. Pedestrian ways shall be designed to provide access between parking areas and the building entries in a coordinated and safe manner and shall be constructed of paver blocks, stamped concrete, colored concrete or similar materials to promote traffic calming. All pedestrian ways shall include reflective striping. Pedestrian ways may be incorporated within a required landscape perimeter strip, provided said landscape strip is not less than ten feet in width. Pedestrian circulation shall be provided between abutting commercial properties through the use of walkways and similar pedestrian-oriented facilities.
- C. *Minimum ratios.* Pedestrian ways shall be provided at a minimum ratio of one for each public vehicular entrance to a commercial or non-residential site excluding the ingress and egress points intended primarily for service, delivery or employee vehicles.
- D. *Minimum dimensions.* Pedestrian walkways shall be a minimum of six feet wide.
- E. *Pedestrian crosswalks at building perimeter.* Building perimeter crosswalks shall be designed and coordinated to move people safely to and from buildings and parking areas by identifying pedestrian crossings with signage, variations in pavement materials or markings and reflective striping.
- F. *Shade.* Pedestrian walkways shall provide intermittent shaded areas when the walkway exceeds 100 linear feet in length at a ratio of 100 square feet of shaded area per every 100 linear feet of walkway.
- G. *Pedestrian amenities.* For an LCD, pedestrian amenities in the form of permanently installed gazebos, arbors, benches, fountains, water fountains, or other amenities shall be provided. The type of amenity shall be determined by the square footage of buildings on the site as indicated in the table below. The location of pedestrian amenities shall be shown on the site plan. The design of all amenities shall be of durable, long-lasting materials, consistent with the design of the principal structures on-site or a thematic design standard adopted by the city. Benches must be not less than six feet in length and located adjacent to either shade trees or gazebos or similar structure designed to provide shade.

Total Gross Floor Area of LCD	Pedestrian Amenity
20,000—50,000 square feet	One bench
50,000—100,000 square feet	Two benches
100,000 or above	Four benches, water fountain, shaded gazebo or similar structure

Sec. 6.01.06. Access.

- A. *Accessibility to the handicapped and the elderly.* All proposed development shall be accessible to the handicapped and the elderly, and shall have handicapped parking spaces and barrier-free entrances in accordance with F.S. ch. 553, part II, as amended, and ch. 11, Florida Building Code.
- B. *Number of access points.* (Reserved.)
- C. *Separation of access points.* (Reserved.)
- D. *Frontage on service roads and common driveways.* (Reserved.)
- E. *Alternative designs.* (Reserved.)
- F. *Access to residential lots.* (Reserved.)

Sec. 6.01.07. Standards for drive-through facilities.

- A. *Generally.* No building inside the city limits shall be built, constructed nor altered in such a manner that would provide any "drive-through" or "walk-through" facility unless it shall be so constructed that such facility will not interfere with the public use of public ways, streets, alleys or areas.
- B. *Applicable standards.* Upon application for a development permit, which includes a drive-through or walk-through facility, the construction plans shall be examined by the city development department, and the said department must specifically endorse approval of such facility on the said plans which remain on file with the city development department. In making such determination, the city development director shall consider the type of business, the existing and projected traffic flow of the public areas bounding the property and the nearness of other like installations.
- C. A "drive-through" or "walk-through" facility shall be designed, constructed and used so as not to interfere with the public use of public ways, streets, alleys or other public areas. The city development director shall specifically approve such facility. In making such determination, the type of business, the existing and projected traffic flow of nearby public areas and the nearness of other like facilities shall be considered.
- D. The minimum number of queuing or stacking spaces required shall be as follows. Variations from these minimums may be allowed by the city development director upon the basis of a traffic study.

Use Type	Minimum Spaces	Measured From
Bank teller lane	3	Teller or window
Automated teller machine	3	Teller
Restaurant drive-through	6	Order box *
Other	To be determined by the city development director based on adequate information to determine needs	
* An additional four vehicle queue from the pick-up window to the order box shall be provided.		

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- E. Each queue space shall be a minimum of ten feet by 20 feet. Queuing lane dimensions shall be measured from the point indicated in the queue space schedule to the end of the queuing lane. Dimensions of queuing lanes shall be shown on the site plan.
 - F. Each queue lane shall be clearly defined and designed so as to not conflict or interfere with other traffic using the site. A bypass lane with a minimum width of 12 feet shall be provided if a one-way traffic flow is used in the parking lot. The bypass lane shall be clearly designated and distinct from the queuing area.

Sec. 6.01.08. Non-residential vehicular access.

- A. Whenever possible, vehicular access for a proposed non-residential site shall be restricted to established arterial and collector roadways that are predominantly abutted by properties zoned for non-residential use. If direct access to such an established arterial or collector roadway is not possible, limited access on another public roadway is allowed provided that ingress and egress is directed away from residential streets.
- B. No ingress or egress points shall be located on SE Osceola Street for a non-residential use with access onto other adjacent non-residential streets.

Sec. 6.01.09. Stuart Parking Code.

- A. This parking code shall apply to all development for which a complete application for site plan review pursuant to section 11.02.07 of the Stuart land development regulations has not been filed with the city development department on or before ~~July 1, 1995~~ September 5, 2024, as follows:
 - 1. The construction of a new building or structure on unimproved real property;
 - 2. The construction of a new addition to an existing building or structure on improved real property; or
 - 3. Changes in use including changes in the intensity of an existing use.
- B. No certificate of occupancy shall be issued for any portion or phase of a development to which this parking code applies until all required parking and loading spaces and all required landscaping have been installed pursuant to the requirements of this Stuart Land Development Code. In the event of the construction of an addition to an existing building or in the event of a change in use, the entire building to which an addition has been constructed or in which a use has changed shall comply with this parking code in all respects.
- C. This Stuart Parking Code applies to a vacant building or structure which, as of ~~July 1, 1995~~ September 5, 2024, and at any time thereafter, has remained unoccupied continuously for the previous 365 days. This parking code does not apply to a development for which a building permit was issued prior to ~~July 1, 1995~~ September 5, 2024, unless such development becomes vacant for 365 days.
- D. This Stuart Parking Code applies to all parking spaces installed on public or private property after ~~July 1, 1995~~ September 5, 2024. Required parking and loading facilities shall be maintained as long as the use served thereby continues to exist.

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- E. This parking code shall apply in all respects in the Urban District, East Stuart District, and S.E. Ocean Boulevard Overlay Zone as reflected in chapter III of this Code, provided however, the number of required parking spaces has been reduced as provided in the **Urban Code and East Stuart District**.

Sec. 6.01.10. Rules for computing parking requirements.

- A. In the event the computation of the number of required parking spaces results in a fractional space, the number of required spaces is the nearest whole number.
- B. The number of required parking and loading spaces for a use not specifically listed in section 6.01.13 below shall be determined by the city development director with reference to the listed use most similar in parking and loading needs to the unlisted use.
- C. ~~For properties containing more than one use, the number of required parking spaces is the cumulative number of spaces for all uses, absent an approved shared parking as provided at section 6.01.12 below.~~
- D. Each 20 linear inches of benches or pews shall be considered one seat where the computation of required parking spaces relates to seating provided by benches or pews.
- E. Gross floor area shall be used for the computation of required parking spaces relating to floor area.
- F. The greatest number of employees, including owners and managers, present on a premise at any one time shall be used for the computation of required parking spaces relating to the number of employees.
- G. For a single-family dwelling, a driveway may be used to provide two tandem parking spaces provided sufficient driveway space is available exclusive of right-of-way or road easements.
- H. Excess surface parking is discouraged, and in no case shall the number of extra surface parking spaces exceed ten spaces or ten percent, whichever is greater.
- I. If electric charging stations are installed adjacent to parking spaces, those spaces may still be counted towards the required number of off-street parking spaces.
- J. Parking alternatives. The following may be substituted for the required on-site parking spaces. Alternative parking spaces shall count toward no more than 25 percent of the overall on-site parking requirement.
- a. Two motorcycles and/or scooter spaces shall count as one (1) parking space.
- b. Two golf cart spaces shall count as one (1) parking space.
- c. One transit vehicle pull-off shall count as four (4) parking spaces, eligible only by approval by the development director and coordination with City of Stuart Tram or Martin County Public Transit, MARTY.

Sec. 6.01.11. Location of required parking spaces.

- A. Parking is not required in the Old Downtown District (see map 3.01.03.F.1.a.i.a of this Code). Elsewhere, all required parking spaces shall be located on the same real property upon which is located the principal use served thereby. The term "same real property" means the principal use site and the parking site are in the same ownership. Alternatively, the owner or lessee of the principal use site may hold an ownership or leasehold interest in the parking site.
- B. If the site of the principal use and the location of required parking to serve the principal use are not contiguous, the nearest portion of the parking site shall be located within 500 feet of the front entrance to the principal use as measured by a safe and convenient pedestrian route including appropriate signage to delineate the route. As used in this subsection, "contiguous" requires a common boundary and does not include properties separated by a road, alley, or other public right-of-way.

Required parking spaces located on the site of the principal use shall not be relocated elsewhere except by major conditional approval issued by the city commission as provided in this Code. Required parking spaces which are located on contiguous property or on property within 500 feet of the site of the principal use shall not be relocated to a more distant location from the site of the principal use as measured by a safe and convenient pedestrian route except by a major conditional approval issued by the city commission as provided in this Code.

On and after ~~January 12, 1998~~ September 5, 2024, a new use of property, including the expansion or intensification of an existing use, may result in an increase in the number of required parking spaces generated by uses of the property as determined in accordance with this Code. Such additional spaces shall be located either on the site of the principal use or on property contiguous to the site of the principal use, or on property within 500 feet of the front entrance to the principal use site as measured by a safe and convenient pedestrian route. The route shall include appropriate signage to delineate the route site. In the event six or more of the additional required parking spaces will be located on property within 500 feet of but not contiguous to the site of the principal use, the location of the six or more additional spaces shall be approved by major conditional use approval issued by the city commission as provided in this Code.

(Ord. No. 1537-98, 1-12-98)

- C. A "unity of title" document in a form acceptable to the city attorney may be required by the city development director to restrict the use of the parking area or site to parking. A unity of title document shall be filed in the office of the city development director and shall be recorded in the public records of Martin County, Florida.

~~Sec. 6.01.12. Shared parking and joint use of facilities.~~

- ~~A. The standards and peak parking analysis contained in the most current edition of "Parking Generation" by the most current edition of the Institute of Transportation Engineers (ITE), ("ITE Manual") is hereby adopted and shall be referenced in any calculation of shared parking.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

~~A. The city development director may permit the required parking spaces for one use to be shared as required parking spaces for another use upon a finding that:~~

- ~~1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and~~
- ~~2. The uses served thereby have different peak parking demands and operating hours; and~~
- ~~3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and~~
- ~~4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

~~B. It shall be the responsibility of an applicant for shared parking approval to provide a description of the uses, plan document or civil plan as appropriate, trip generation report, parking study and other information necessary to permit a finding by the city development director regarding a request for shared parking.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

~~C. Upon a finding by the city development director that shared parking is appropriate, the director may require that an agreement for shared parking be made between or among the appropriate parties in the form of a shared parking agreement with easement(s) in recordable form acceptable to the city attorney. Such document shall be filed with the city development department and shall be recorded in the public records of Martin County, Florida.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

Sec. 6.01.13. Off-street parking schedule.

Off-street parking spaces shall be provided in accordance with the minimum standards contained in the following schedule.

Land Use Type	Number of Spaces RequiredResidential Uses:
Single-family dwelling unit	2 per unit; garages count towards required off-street parking
Duplex dwelling unit	2 per unit; garages count towards required off-street parking
Multi-family dwelling units (studios or 1 bedroom)	1.5 <u>2</u> per unit; garages count towards required off-street parking
Multi-family dwelling units (2 or more bedrooms)	2 <u>2.5</u> per unit; garages count towards required off-street parking
Residential units combined with non-residential uses	2 per unit plus the applicable parking requirements for the non-residential use; garages count towards required off-street parking
Assisted living facility (ACLF)	1 per 4 living units, plus 1 space per employee during maximum shift

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Adult day care center	1 space for each 200 square feet of floor area. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation
Bed and breakfast inn	1 per room or unit, plus 2 spaces for owner/manager
Community residential home or group home	1 per 4 beds, plus 1 space per employee
Family day care home	2 per dwelling unit
Hotel and motel	1 per rental room, plus 2 spaces per 3 employees
Manufactured home park/RV park	2 spaces per unit
Nursing home	1 per 4 beds, plus 1 space per 2 employees
Rooming house and boardinghouse	1 per bedroom or unit
Bus and train (passenger) station/terminal	4 per loading bay
Cemeteries	1 space per full time employee
Child care center	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Religious institution	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
Clubs, lodges, and fraternal organizations	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater). One-half (½) of total parking area must be paved; the other half may be an approved stabilized surface.
Community gardens	0
Crematorium	1 per 4 seats in place of assembly, plus 1 space per 3 employees
Fire station	1 per shift member, plus 2 spaces
Golf course	4 spaces/hole and one space/100 sq. ft. of floor area for club and pro shop, plus other parking requirements for any other accessory uses, if applicable
Golf driving range	1 per tee, plus other parking requirements for any other accessory uses, if applicable
Golf course, miniature	1 per golf hole, plus other parking requirements for any other accessory uses, if applicable
Governmental buildings	1 per 300 square feet
Hospital	1 per 4 beds, plus 1 space per 2 employees (including attending physicians)
Hospital auxiliary uses	Off-street parking requirements for hospital auxiliary uses shall be those specified in this table for the nature of the use (such as pharmacy, medical office, etc.)

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Library, community center	1 per 300 square feet
	1 per 200 square feet
Museum	2 per 1,000 square feet of exhibit floor space, plus 2 spaces for bus parking
Place of public assembly	1 per 4 seats
Public facilities and services	Dependent upon type of facility and service
Public parks	Dependent upon type of recreational activities provided
Public utilities	Dependent upon type of utility and any required buildings and employees
School - private/parochial elementary or junior high school	1 per classroom, plus 1 space per employee, plus 1 space for each 6 seats in auditorium or other areas that may be used for public assemblies; together with adequate stacking for pick-up/drop-off activities consistent with the student population
School - private/parochial senior high school	1 space per 3 students, plus 1 space per employee, plus adequate space for ancillary uses as described in other sections of this code
School - private/parochial technical school	1 per 10 student stations, plus 1 space per each employee, plus 20 visitor spaces
Swimming pool (public and private)	1 per 50 square feet of pool area
Urban farm	1 per 4 employees
Adult businesses	Commercial Uses: Off-street parking requirements for adult businesses shall be those specified in this table for the nature of the use apart from its adult business characteristics (such as retail sales and service, bars, theaters, etc.)
Automatic amusement center and game room	1 per 400 square feet
Automobile - rental/leasing	1 per 500 square feet of roofed building area plus 1 per 2,000 square feet of paved outdoor vehicle storage area. These spaces shall not be used for the parking of rental vehicles.
Automobile repair services, major or minor	2 spaces per service bay, plus 1 space per employee, plus 1 per 200 square feet of sales area
Automobile - sales (with or without rental, and repair/service	2 for every 1,000 square feet of gross floor area of sales/leasing, plus 1 space for every 4,500 square feet of outdoor display area, plus 1 space for each vehicle displayed outdoors, and 2 spaces per repair bay. The general area for customer parking should be delineated on a site plan.
Bakery, retail	One (1) space for each employee on the largest working shift plus one (1) space per three hundred (300) square feet of gross floor area

Bakery, wholesale	See "Warehouse—Wholesale and Distribution" below
Banks/financial institutions	1 per 300 square feet, plus queuing spaces (refer to Section 6.01.07 for queuing requirements)
Barbershop, beauty salons, specialty salons	2 per station
Bar	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater)
Boat sales and service	1 space per 1,000 square feet of gross floor area, plus 1 space for each 7,000 square feet of outdoor display area.
Bowling alley	4 per alley, plus 2 spaces per 3 employees, plus 60% of spaces required for ancillary/accessory uses that are contained in the same building
Car wash	Minimum vehicle queuing area: Automatic - 3 spaces on approach to wash line; Self-Service - 1 space on approach to wash line; plus 1 space per 250 square feet of office/retail area.
Catering shop	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet
Cold storage	1 per employee on largest shift
Commercial nursery or tree farm	1 per 250 square feet for enclosed retail floor area and outdoor display area open to the public.
Boat storage, dry	1 per 10 boat storage spaces. Required auto parking spaces cannot be used for wash and dry racks or for boats or trailers
Dry cleaning establishment	1 per employee, plus 0.5 spaces per delivery truck, plus 1 space per 300 square feet
Dry cleaning plant	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet
Flea market	1 per 200 square feet of sales area or outdoor display area
Health club or health spa	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently
Funeral home	1 per 4 seats of chapel capacity, plus 1 per 3 employees
Gasoline or other motor fuel service station, with or without bulk storage	1 per 250 square feet, plus 2 spaces per service bay, plus 1 space per vacuum. Pump locations are not to be included as a parking space. Gas stations with car washes shall also provide 1 parking space per wash unit or bay
Kennel	1 per 1,000 square feet, plus 1 per employee
Laundry establishment (self service)	1 per 250 square feet
Marina	1 per 5 boat slips, plus 1 space per employee

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Massage therapy establishment:	1 per 300 square feet
Microbreweries and craft distilleries	1 per employee plus 1 per 250 square feet for tasting, tap room, and gift shops
Newspaper or publishing plant	3.5 per 1,000 square feet
Office - business or professional	1 per 300 square feet
Office - medical, dental, eye, veterinary and other health- related uses	1 per 200 square feet
Office - low intensity medical	1 per 300 square feet
Pain management clinic	1 per 200 square feet (also refer to section 2.06.14.E.3)
Pool hall and billiard parlor	1 per 200 square feet, plus restaurant/bar seating requirements if applicable
Radio and/or television broadcast stations	1 per employee on largest shift
Railroad freight stations/terminals	1 per two employees
Repair services	1 per 300 square feet
Restaurant - general	1 per 3 seats based on the maximum seating capacity of the building, plus 1 space per employee
Restaurant - convenience (fast food, drive-through, or drive-in)	1 per employee on largest shift, plus 1 space per 100 square feet of service area, plus queuing spaces (refer to Section 6.01.07 for queuing requirements)
Restaurant - limited	1 per 4 seats based on the maximum seating capacity of the building, plus 1 space per employee
Retail - bulk merchandise	1 per 250 square feet
Retail - department store (freestanding)	1 per 250 square feet
Retail - furniture	1 per 500 square feet
Retail - intensive sales and service (including neighborhood retail establishment, pharmacies, gift shops, hardware stores, newsstands and similar uses)	1 per 200 square feet
Retail - non-intensive sales and service (including appliance stores, large-scale home improvement centers, lawn and garden supply centers, office equipment and supplies, super markets, farm and heavy equipment, and similar uses)	1 per 250 square feet
Retail - regional mall (greater than 50,000 square feet)	1 per 250 square feet
Retail - strip shopping center	1 per 250 square feet
Skating rink, roller or ice	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently
Shooting range, indoor	1 space per firing point
Sign manufacturing/painting shops	1 per employee on largest shift

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Studio (art, dance, music, exercise)	1 per 300 square feet
Telecommunications tower	1 space per tower
Theater	1 per 4 seats
Warehouse - mini-storage	1 per employee, plus 1 space per 50 storage units
Warehouse - general storage	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. Plus 1 per 250 square feet of building used for commercial/retail use if applicable.
Warehouse - wholesale and distribution	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building. Industrial and Manufacturing Uses:
Storage yards	1 for each 10,000 square feet of lot area; or 1 for each anticipated employee, whichever is greater. In no event shall there be fewer than 5 parking spaces provided.
Boat building, indoors/outdoors	See Industrial—High-impact
Industrial - low-impact	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building.
Industrial - high-impact	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building.
Industrial park, planned	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building.
Railroad freight terminal	1 per two employees

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Truck terminal	1 per 275 square feet of office space
Bed and breakfast inns	1 per room or unit, plus 2 spaces for owner/manager
Hotels/motels	1 per rental room, plus 2 spaces per 3 employees
Rooming and boarding houses	1 per bedroom or unit
Adult day care centers	1 space for each 200 square feet of floor area. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation
Cemeteries	1 space per full time employee
Child care center	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Community centers	1 per 300 square feet
Crematoriums	1 per 4 seats of chapel capacity, plus 1 per 3 employees
Funeral homes	1 per 4 seats of chapel capacity, plus 1 per 3 employees
Fire stations	1 per shift member, plus 2 spaces
Governmental buildings	1 per 300 square feet
Libraries	1 per 300 square feet
Museum	2 per 1,000 square feet of exhibit floor space, plus 2 spaces for bus parking
Religious institutions	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
School - private/parochial elementary or junior high school	1 per classroom, plus 1 space per employee, plus 1 space for each 6 seats in auditorium or other areas that may be used for public assemblies; together with adequate stacking for pick-up/drop-off activities consistent with the student population
School - private/parochial senior high school	1 space per 3 students, plus 1 space per employee, plus adequate space for ancillary uses as described in other sections of this code
School - private/parochial technical school	1 per 10 student stations, plus 1 space per each employee, plus 20 visitor spaces
Hospital	1 per 4 beds, plus 1 space per 2 employees (including attending physicians)
Hospital auxiliary uses	Off-street parking requirements for hospital auxiliary uses shall be those specified in this table for the nature of such use (such as pharmacy, medical office, etc.)
Massage therapy establishments	1 per 300 square feet

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Nursing homes	1 per 4 beds, plus 1 space per 2 employees
Office - medical, dental, eye, and other health-related uses	1 per 200 square feet
Office - low intensity medical	1 per 300 square feet
Pain management clinics	1 per 200 square feet (also refer to section 2.06.14.E.3)Commercial Uses
Adult business	Off-street parking requirements for adult businesses shall be those specified in this table for the nature of the use apart from its adult business characteristics (such as retail sales and service, bars, theaters, etc.).
Automatic amusement center and game room	1 per 400 square feet
Automobile rental/leasing	1 per 500 square feet of roofed building area plus 1 per 2,000 square feet of paved outdoor vehicle storage area. These spaces shall not be used for the parking of rental vehicles.
Automobile repair services, major and minor	2 spaces per service bay, plus 1 space per employee, plus 1 per 200 square feet of sales area.
Automobile sales provided all repair and service shall be done within an enclosed building	2 for every 1,000 square feet of gross floor area of sales/leasing, plus 1 space for every 4,500 square feet of outdoor display area, plus 1 space for each vehicle displayed outdoors, and 2 spaces per repair bay. The general area for customer parking should be delineated on a site plan.
Bakeries, retail	One (1) space for each employee on the largest working shift plus one (1) space per three hundred (300) square feet of gross floor area.
Bakeries, wholesale	See Warehouse - Wholesale and Distribution
Banks/financial institutions	1 per 300 square feet, plus queuing spaces (refer to section 6.01.07 for queuing requirement).
Barbershop, beauty salons, specialty salons	2 per station
Bars	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater).
Boat building, indoors	See Industrial - High-impact
Boat building, outdoors	See Industrial - High-impact
Boat sales and service	1 space per 1,000 square feet of gross floor area, plus 1 space for each 7,000 square feet of outdoor display area.
Boat storage, dry	1 per 10 boat storage spaces. Required auto parking spaces cannot be used for wash and dry racks or for boats or trailers.

Bowling alleys	4 per alley, plus 2 spaces per 3 employees, plus 60% of spaces required for ancillary/accessory uses that are contained in the same building.
Car washes	Minimum vehicle queuing area: Automatic - 3 spaces on approach to wash line; Self-Service - 1 space on approach to wash line; plus 1 space per 250 square feet of office/retail area.
Catering shops	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet.
Clubs, lodges, fraternal organizations	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater). One-half (½) of total parking area must be paved; the other half may be an approved stabilized surface.
Craft distillery	1 per employee plus 1 per 250 square feet for tasting, tap room, and gift shops.
Drycleaning establishment	1 per employee, plus 0.5 spaces per delivery truck, plus 1 space per 300 square feet.
Drycleaning plant	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet.
Farm equipment and supply sales establishments, including open storage	See Retail - non-intensive
Flea markets	1 per 200 square feet of sales area or outdoor display area
Gasoline or other motor fuel stations, with or without bulk storage	1 per 250 square feet, plus 2 spaces per service bay, plus 1 space per vacuum. Pump locations are not to be included as a parking space. Gas stations with car washes shall also provide 1 parking space per wash unit or bay.
Health clubs or health spas	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently.
Kennels	1 per 1,000 square feet, plus 1 per employee
Laundry establishments (self-service)	1 per 250 square feet
Manufactured home, mobile home or RV parks	2 spaces per unit
Marinas including the sale, display, and storage of new and used boats for sale, and the repair and maintenance of boats.	1 per 5 boat slips, plus 1 space per employee
Microbrewery	1 per employee plus 1 per 250 square feet for tasting, tap room, and gift shops.
Newspaper or publishing plant	3.5 per 1,000 square feet
Office, business or professional	1 per 300 square feet
Office, low intensity medical	1 per 300 square feet
Office, veterinary	1 per 200 square feet

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Place of public assembly	1 per 4 seats
Pool hall/billiard parlor	1 per 200 square feet, plus restaurant/bar seating requirements if applicable
Repair services	1 per 300 square feet
Restaurants, convenience	1 per employee on largest shift, plus 1 space per 100 square feet of service area, plus queuing spaces (refer to Section 6.01.07 for queuing requirements)
Restaurants, general	1 per 3 seats based on the maximum seating capacity of the building, plus 1 space per employee
Restaurants, limited	1 per 4 seats based on the maximum seating capacity of the building, plus 1 space per employee
Retail, bulk merchandise	1 per 250 square feet
Retail, department store (free-standing)	1 per 250 square feet
Retail, furniture store	1 per 500 square feet
Retail, intensive sales	1 per 200 square feet
Retail, non-intensive sales and service	1 per 250 square feet
Retail, regional mall	1 per 250 square feet
Retail, strip shopping center	1 per 250 square feet
Shooting range, indoor	1 space per firing point
Skating rink, rolling or ice	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently
Studio (art, dance, music, exercise)	1 per 300 square feet
Theaters	1 per 4 seatsRecreational Uses
Golf course	4 spaces/hole and one space/100 sq. ft. of floor area for club and pro shop, plus other parking requirements for any other accessory uses, if applicable
Golf driving range (not accessory to golf course)	1 per tee, plus other parking requirements for any other accessory uses, if applicable
Golf course, miniature	1 per golf hole, plus other parking requirements for any other accessory uses, if applicable
Public parks	Dependent upon type of recreational activities provided
Swimming pools	1 per 50 square feet of pool areaUtility and Services Uses
Public facilities and services	Dependent upon type of facility and service
Public utilities	Dependent upon type of utility and any required buildings and employeesIndustrial Uses
Cold storage	1 per employee on largest shift
Industrial, high-impact	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and

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	then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building.
Industrial, low-impact	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building.
Industrial parks, planned	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall there be fewer than 5 parking spaces provided per building.
Sign painting and/or sign manufacturing shops providing all storage and work is conducted in enclosed facility	1 per employee on largest shift Telecommunication Uses
Radio and/or television broadcast stations	1 per employee on largest shift
Telecommunications towers	1 space per tower Storage, Transportation and Logistics Uses
Bus and train (passenger) station/terminals	4 per loading bay
Railroad freight stations and terminals	1 per 2 employees
Truck terminals	1 per 275 square feet of office space
Storage yards	1 for each 10,000 square feet of lot area; or 1 for each anticipated employee, whichever is greater. In no event shall there be fewer than 5 parking spaces provided.
Warehouse, general storage	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. Plus 1 per 250 square feet of building used for commercial/retail use if applicable.
Warehouse, mini-storage	1 per employee, plus 1 space per 50 storage units
Warehouse, wholesale and distribution	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is greater. In no event shall

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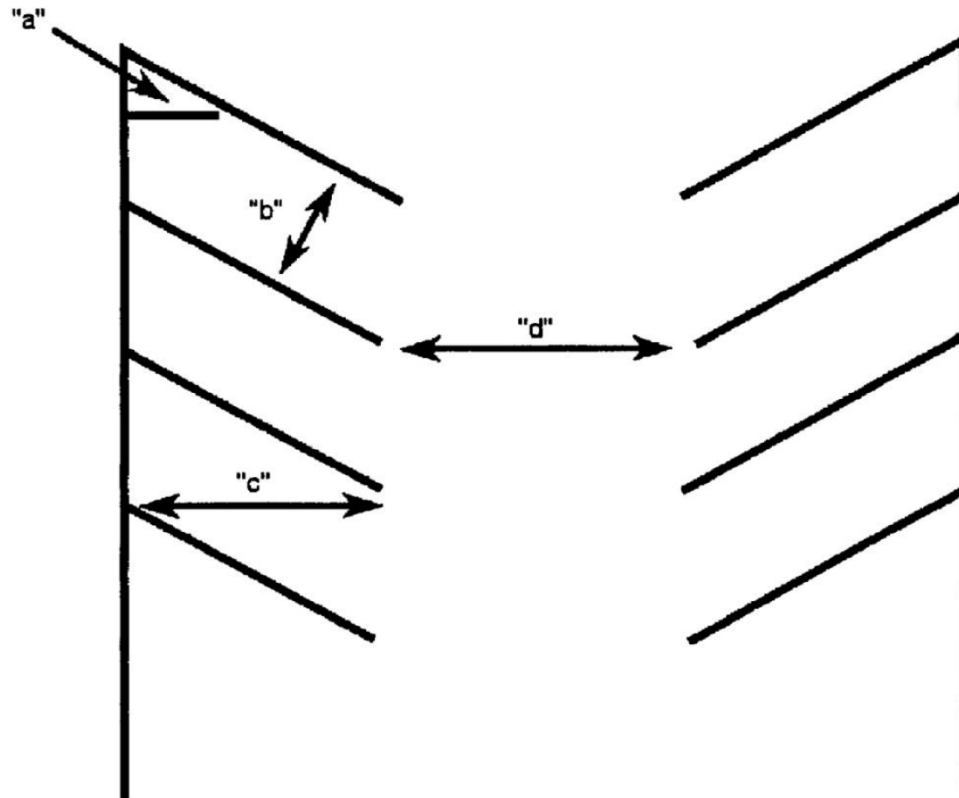
	there be fewer than 5 parking spaces provided per building.Agricultural Uses
Commercial nursery/tree farm	1 per 250 square feet for enclosed retail floor area and outdoor display area open to the public.
Community gardens	0
Urban farms	1 per 4 employees

Sec. 6.01.14. Design standards for off-street parking.

- A. *Generally.* The minimum width of parking spaces (stalls) and accessways (aisles) as they relate to the parking schematic shown below shall be:

Parking Angle	Stall Width	Stall to Curb *	One-Way Traffic Aisle Width	Two-Way Traffic Aisle Width
"a"	"b"	"c"	"d"	"d"
0°	9'0"	9'0"	12'0"	24'0"
30°	9'0"	17'0"	12'0"	24'0"
45°	9'0"	19'0"	12'0"	24'0"
60°	9'0"	20'0"	13'0"	24'0"
90°	9'0"	18'0"	24'0"	24'0"
* 18-foot stalls				

The length of a stall may be reduced up to two feet to enable a parked vehicle to overhang a landscaped area which is not less than six feet in width and located on the property. This shall not be construed to permit an overhang on adjacent or public property.



The minimum curb length for stalls shall be:

B. *Paving of parking surfaces.*

1. All parking lots as defined in chapter 12, including, parking spaces, accessways and loading zones shall be paved and otherwise constructed in accordance with the applicable ordinances of the city. As an alternative to paving, parking spaces and accessways may be provided on stabilized grassed areas for uses requiring only occasional parking or transitory vehicle storage as needed by recreational facilities, vehicle dealerships, churches, assembly halls and flea markets. Transitory vehicle storage shall occur only in the rear of such facility and shall only be used by the specified vehicle dealership for their own saleable vehicles. Paved parking shall be provided, however, for the full-time employees of such uses.

(Ord. No. 1721-00, 3-27-00)

2. All parking spaces, access drives and loading zones shall be paved in accordance with the Code of Ordinances of the City of Stuart, Florida, and shall be maintained in good condition and be free of pot holes, loose or cracked pavement, broken wheel stops, and any other conditions which might be otherwise detrimental to the health or safety of the inhabitants of the city as determined by the city development director.

(Ord. No. 1652-98, 11-23-98)

3. Pervious parking surfaces are permitted when the following conditions are met:

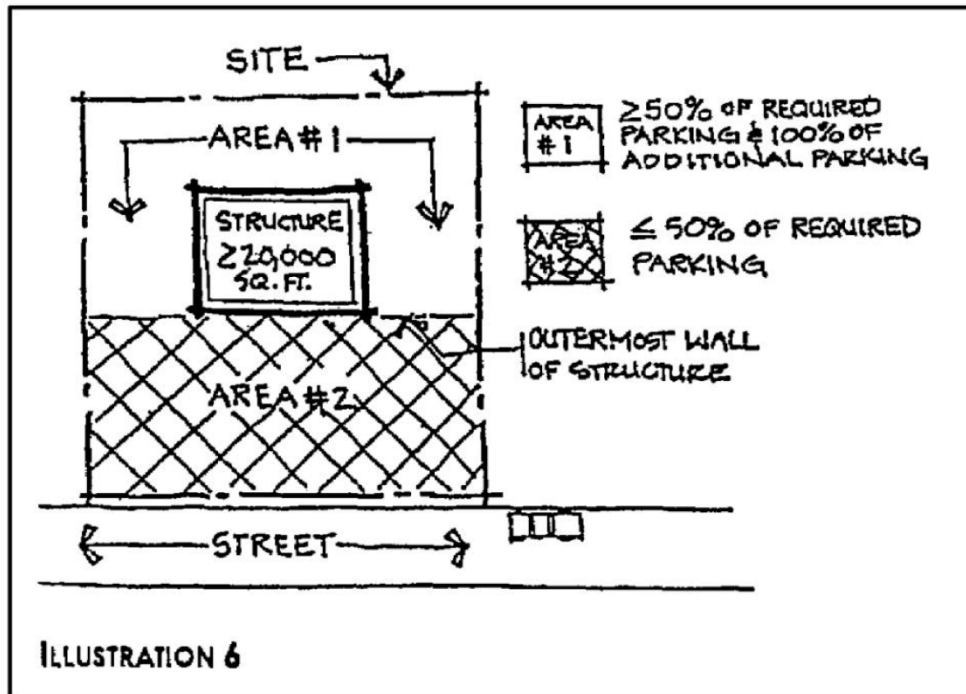
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- a) Pervious paving materials and other soil stabilization techniques are used in a manner as to assure that parking will remain functional in heavy rains or drought;
 - b) Pervious paving materials are installed according to manufacturer's specifications, including sub-surface preparation, composition, and density of compaction;
 - c) Soils of the "Sand Ridges and Coastal Ridges" and the "Low Ridges and Knolls," as mapped in the Natural Resources Conservation Service's Soil Survey of Martin County, Florida (dated April 1981) shall represent favorable free-draining soil areas for a pervious credit to be awarded for the use of pervious concrete. Sub-surface soil testing must demonstrate that the manufacturer's specifications will be met to allow for percolation and other stormwater functions. A registered professional engineer shall also make inspections and tests as necessary to certify that construction of the pavement is consistent with the approved plans as well as industry and manufacturer's standards;
 - d) Pervious parking areas shall allow stormwater to percolate into the ground as designed as part of an overall stormwater management system and in accordance with the approved plan document at a rate sufficient to accommodate the five-year, 24-hour storm event;
 - e) Such areas shall be provided with drainage facilities adequate to properly dispose of all surface water runoff. Special care shall be taken to prevent erosion and sedimentation; and
 - f) Regular maintenance of pervious parking areas is necessary to ensure long-term integrity of function. Sweeping or other recommended maintenance procedures as per manufacturer's specifications must be implemented. If such areas cease to function in providing adequate parking, drainage or cause sedimentation within the drainage system which reduces the effectiveness of the system or decreases water quality, then paving to normal design standards will be required. In such an event, any credit given towards pervious surface area for the pervious parking area will be revoked, and pervious areas shall be installed which are comparable to the area credited.

(Ord. No. 1431-95, §§ 6.07.07.B, C, 9-25-95; Ord. No. 1451-96, 3-25-96)

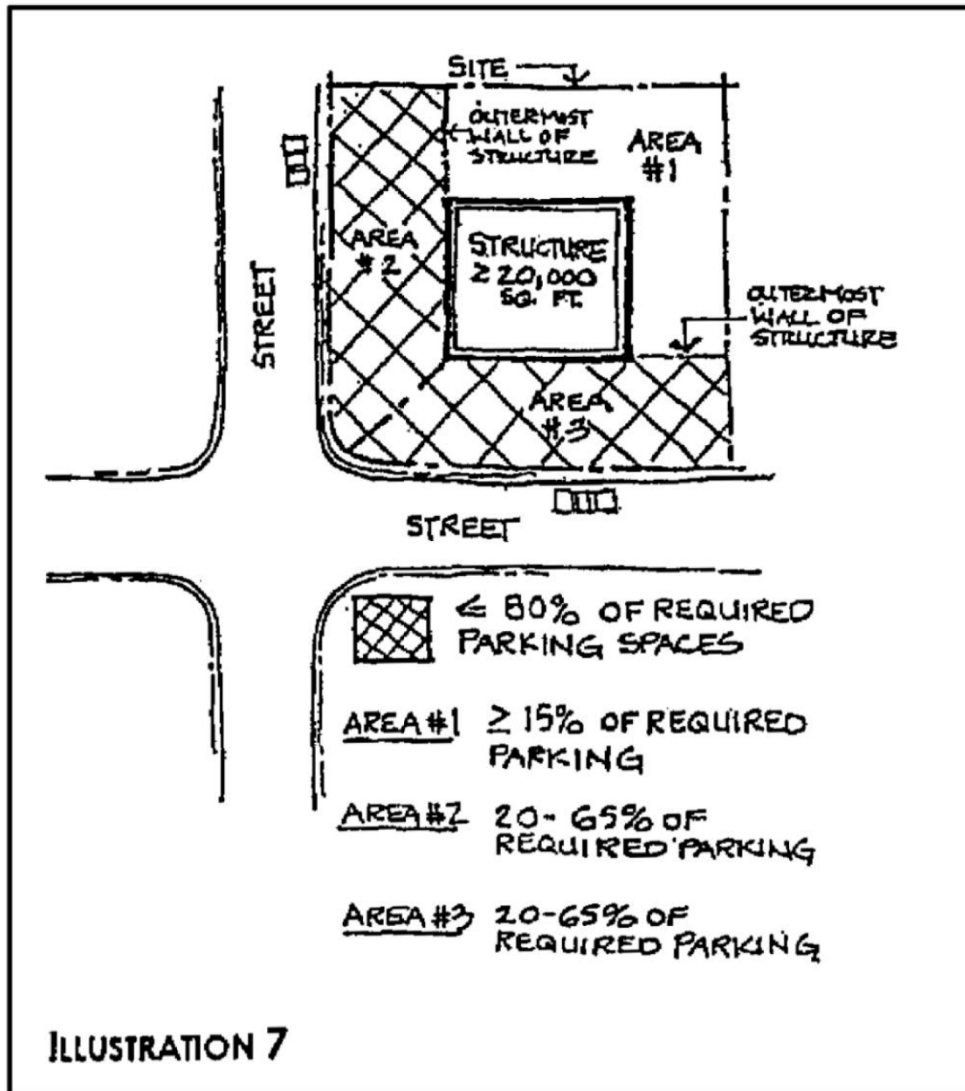
C. Off-street parking design.

1. *Purpose and intent.* All development shall be designed to provide safe, convenient and efficient access for pedestrians and vehicles. Parking shall be designed in a consistent and coordinated manner throughout the development site. The parking area shall be integrated and designed so as to enhance the visual appearance of the community.
2. *Design standards.* Angled parking spaces with the same degree of angle shall be located throughout the site to provide efficient and safe traffic and pedestrian circulation. A mixture of one-way and two-way parking aisles or differing degrees of angled parking within any parking area is prohibited except as follows.
 - a. A single bay of parking provided along the perimeter of the site may vary in angle in order to maximize the number of spaces provided.

- b. A mixture of parking aisles and degrees may be permitted if individual parking areas are physically separated from one another by a continuous landscape buffer, a minimum five feet in width with limited access.
 3. *Parking area design.* Parking areas shall be designed to the following standards.
 - a. For an LCD, not less than 50 percent of the required off-street parking and 100 percent of the overflow parking shall be located between the street facade and the rear of the property (see illustration 6).



- b. On corner lots, no more than 80 percent of the off-street parking for all commercial developments shall be located between any primary facade of the building or project and the abutting street. No single side of a commercial or non-residential development shall contain more than 65 percent of the required parking (see illustration 7).



- c. Within an LCD, all uses which provide shopping carts for use by patrons, one parking space per 25 spaces shall be dedicated for the storage of shopping carts. This storage area shall include fence materials to keep the shopping carts in the space.
- d. All parking areas within a development site shall be interconnected.
- e. Within an LCD, all parking areas which abut collector or arterial streets shall be designed to interconnect with parking areas on adjacent properties. Plan documents for parking areas must identify an appropriate location for such interconnections which meets commonly accepted engineering principles and include an engineering design to accommodate said interconnection.

Sec. 6.01.15. Parking structure standards.

- A. A minimum of 60 percent of any primary facade of a parking structure shall incorporate two of the following.

-
1. Transparent windows, with clear or lightly-tinted glass, where pedestrian oriented businesses are located along primary facades of the parking structure;
 2. Display windows;
 3. Decorative metal grill-work or similar detailing which provides texture and partially or fully covers the parking structure opening(s);
 4. Art or architectural treatment such as sculpture, mosaic, glass block, opaque art glass, relief work or similar features; or
 5. Vertical trellis or other landscaping or pedestrian plaza area.

Sec. 6.01.16. Transit stops.

A development for which more than 200 parking spaces is provided shall also provide a transit stop in a location which is proximate to the roadway network. The developer shall provide benches or other seating facilities, trash receptacles, lighting and a covered structure for the transit stop. The city shall provide a detailed rendering of a "typical" transit stop. The location of the transit stop may be shown on the site plan. In lieu of providing the transit stop, the city may require that the developer execute a written agreement with the city indicating that the transit stop will be constructed by a date established by the city.

Sec. 6.01.17. Parking study.

A parking study, when required by this section, shall include, but not be limited to:

1. Estimates of parking requirements based on recommendations provided by the Institute of Transportation Engineers or similar resources for uses or combinations of uses which are the same or comparable in density, scale, bulk, area, type of activity, and location to the proposed use; and
2. An analysis of the extent to which a transportation system management program or use of alternative forms of transportation reduce parking demand.

Sec. 6.01.18. Off-street loading requirements.

In addition to the parking required for non-residential uses, loading spaces may also be required at the discretion of the city development director using the guidelines set forth below for the loading and unloading of vehicles. All loading spaces shall be located and screened to avoid nuisance impacts to adjacent areas with special consideration for noise. A sufficient number of loading spaces shall be provided to accommodate the maximum number of buses or trucks to be loaded or unloaded at any one time. Wheel stops or curbs shall be provided to prevent any vehicle using a loading space from encroaching upon unpaved areas or adjacent property.

- A. Small inventory commercial uses. Commercial establishments of a type that do not deal in large quantities of goods, including, but not limited to, offices, restaurants, auditoriums, and hotels and motels, may be required to provide off-street loading as follows:

Floor (square feet)	Area	Minimum Number of Spaces
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5,000—80,000	1
80,001—200,000	2
200,001—320,000	4
320,001—500,000	5
Per additional 180,000	Plus 1

Each loading space shall be not less than ten feet in width and 25 feet in length.

- B. Industrial and large inventory commercial uses. Uses of a type that deal in large quantities of goods, including, but not limited to, industrial, wholesale, storage warehouses, hospitals and retail establishments, may be required to provide off-street loading spaces as follows:

Floor (square feet)	Area	Minimum Number of Spaces
5,000—20,000		1
20,001—50,000		2
50,001—80,000		4

Each loading space shall be not less than 12 feet in width and 50 feet in length.

(Ord. No. 1422-95, §§ 6.03.00—6.03.09, 7-1-95)

Sec. 6.01.19. Payment in lieu of parking program.

- A. *Developer's option.* In lieu of providing up to three parking spaces required for any use located in Stuart Community Redevelopment Area, a developer may pay into the "Stuart Payment in Lieu of Parking Trust Fund" a sum of money that is the product of the number of parking spaces required but not provided and the current cost to provide a single parking space in the Stuart Community Redevelopment Area.
- B. *Computation of cost to provide parking space.* Effective September 22, 2014, the cost to provide a single parking space in the Stuart Community Redevelopment Area shall be based on the following:
Public works director's estimated cost per parking space based on a 7,200 square foot, 22-space prototypical surface parking lot including the cost of paving, car stops, drive aisles, drainage, landscaping, signage, lighting and land value. Land value shall be determined by averaging the property appraiser's assessed land value per square foot of five sample parcels within a 1,000 foot radius of the property for which the PILOP payment is being proposed.

Sample calculation of fee per parking space (example only):

Parcels within 1,000'

Parcel	Assessed Value	Square Feet	Value per Square Foot	Average Assessed Value Per Square Foot
1	\$218,314.00	21,492.00	\$10.15	
2	\$198,970.00	19,353.00	\$10.28	

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(Supp. No. 16)

3	\$144,000.00	7,200.00	\$20.00	
4	\$97,300.00	7,200.00	\$13.51	
5	\$189,790.00	11,861.00	\$16.00	\$14.06

Fee per parking space calculation:

Public Works Director's estimated cost to construct parking lot		Land Value = (7,200) square feet X average assessed value per square foot (\$14.06)		Total cost of parking lot		Number of parking spaces (22)		Fee per parking space
\$107,000	+	\$101,232	=	\$208,232	+	22	=	\$9,465

- C. *Stuart payment in lieu of Parking Trust Fund established.* The "Stuart Payment in Lieu of Parking Trust Fund" account is hereby established into which shall be deposited all payments made by developers pursuant to this section. Monies deposited into said account shall be used by the city for the exclusive purpose of paying the cost of land acquisition, construction, reconstruction, lease payments, signage, maintenance, or other expenses associated with the provision of public parking spaces in the Stuart Community Redevelopment Area. Said cost includes the cost of all labor and materials, the cost to acquire all lands, property, rights, easements, and franchises acquired, the cost of financing charges, the cost of interest prior to and during construction and, for one year after completion of construction, discount on the sale of municipal bonds, the cost of plans and specifications, surveys of estimates of costs and of revenues, the costs of engineering and legal services, and such other costs and expenses necessary or incident to determining the feasibility or practicability of such construction or reconstruction, administrative expenses, and such other expenses as may be necessary or incident, to the construction or reconstruction of its financing.
- D. *Time of payment.* Payments made pursuant to this section shall be made upon the issuance of a building permit, for any portion or phase of a development project to which the parking spaces that are required for a particular use but are not provided relate.
- E. *Record of the PILOP.* Record of the PILOP shall be executed in a form acceptable to the city attorney, shall be recorded with the Martin County clerk's office and shall run with the land.

(Ord. No. 1851-02, § 1, 4-22-02; Ord. No. 2023-05, § 1, 2-28-05; Ord. No. 2290-2014, § 1, 9-22-14)

Sec. 6.01.20. Bicycle parking.

- A. *Purpose and intent.* The bicycle parking is intended to encourage the use of bicycles as a means of transportation in the city, by ensuring that adequate bicycle parking facilities are provided at travel destinations. By encouraging the use of bicycles, the public health, safety and welfare will be furthered through improved air quality, reduced energy consumption and more efficient use of vehicular parking facilities.
- B. *When required.* The bicycle parking shall apply to new development, substantial improvements or an addition to an existing building for non-residential or multi-family development requiring ten or

more off-street vehicular parking spaces. Properties exempt from the parking requirements of this Code shall be exempt from the bicycle parking requirements. Whenever the use at an existing building or structure is changed to another use, so that the amount of existing bicycle parking on-site is less than required by this section, additional spaces shall be provided in the amount required by this section, unless an administrative variance is granted.

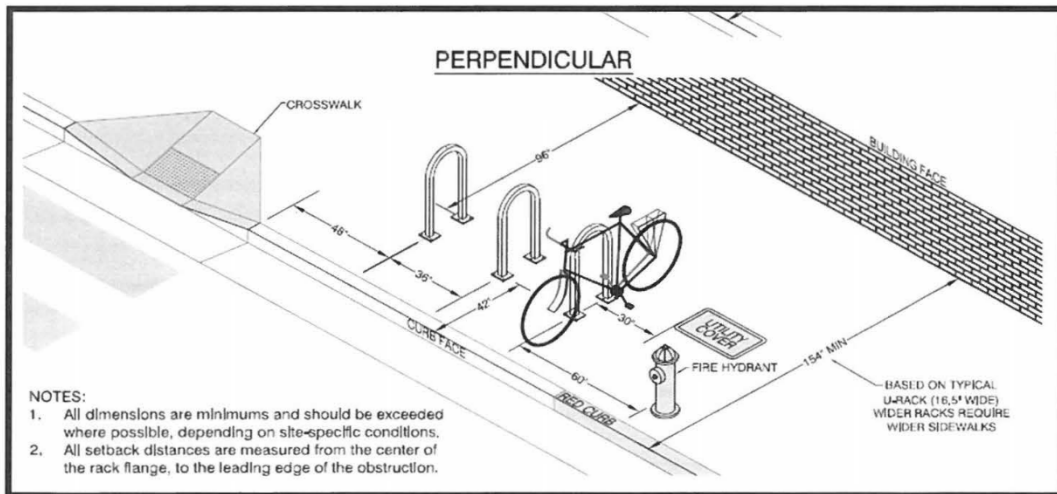
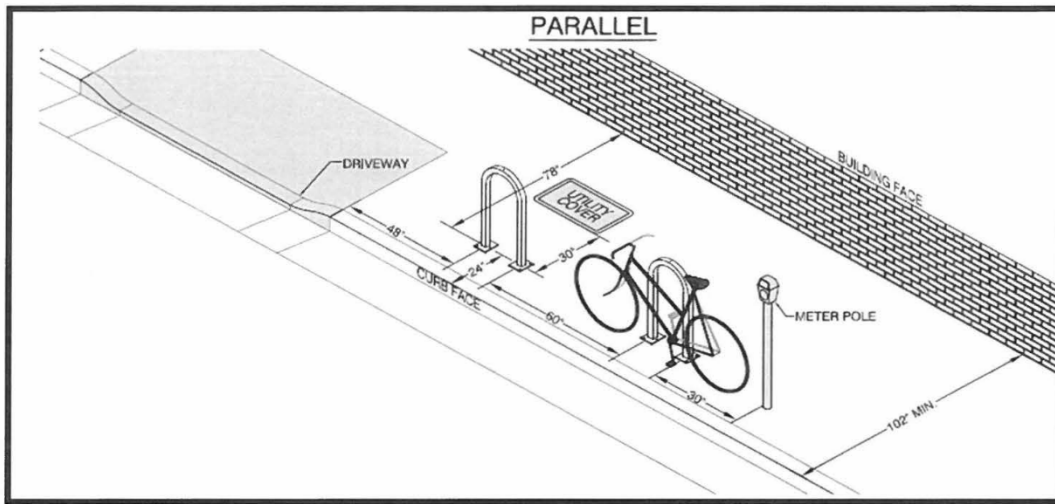
- C. *Site plan.* The location of bicycle racks and design shall be shown on the site plan.
- D. *Uses exempt.* The following uses shall be exempt from bicycle parking requirements: Single-family homes, duplex, and assisted living facility.
- E. *Applicability.* The city development director shall have the authority to modify the bicycle parking requirements contained in this section, included but not limited to situations in which compliance cannot be met due to physical site constraints. Such modification shall be noted on the site plan.
- F. *General requirements.*
 - 1. Bicycle parking shall be provided in accordance with the standards of this section, and shall be made available prior to the issuance of any certificate of occupancy. Bicycle parking may consist of short-term bicycle parking, long-term bicycle parking, or any combination thereof.
 - 2. Short-term bicycle parking may include outdoor bicycle parking spaces and bicycle racks not protected from the weather (e.g. retail store to accommodate shoppers).
 - 3. Long-term bicycle parking may consist of bicycle lockers, bike stations, bicycle racks in covered loading dock areas or parking garages, and bicycle parking spaces that are indoors or otherwise protected from the weather. Areas provided inside of multi-story office buildings for employees and visitors may count as long-term bicycle parking with an approved bicycle plan. A long-term bicycle parking is encouraged for residential and office building for residents and employees.
 - 4. The term "bicycle parking facility" means a device such as a rack or locker where bicycles can be parked and secured.
- G. *Minimum number of bicycle parking spaces required.*
 - 1. *Non-residential development.*
 - (a) Two bicycle parking spaces (one bicycle rack) for the first ten required off-street vehicular parking spaces.
 - (b) Two additional bicycle parking spaces for each additional 30 required off-street vehicular parking spaces or fraction thereof.
 - (c) In no case shall more than 20 bicycle parking spaces (ten bicycle racks) be required.
 - 2. *Multi-family development.*
 - (a) Two bicycle parking spaces (one bicycle rack) per five units within the community redevelopment area.
 - (b) Two bicycle parking spaces (one bicycle rack) per ten units outside the community redevelopment area boundary,
 - (c) In no case shall more than 20 bicycle parking spaces (ten bicycle racks) be required.
- H. *Bicycle parking facility design standards.*

-
1. Bicycle parking facilities shall be permanently affixed to a hard surface such as concrete, asphalt, or pavers.
 2. It is the intent of this section to locate bicycle parking facilities on the project site where they will best encourage the use of bicycles for transportation. The preferred location is near the primary entrance of the principal building. It shall be clearly visible from the entrance of the building served (including both the patron and employee entrances where separate entrances are provided). The city development director shall have the authority to determine the most appropriate location during site plan review.
 3. Bicycle parking facilities shall be located in well-lit areas.
 4. Bicycle parking spaces shall be separated from vehicle parking spaces by physical barriers, such as curbs, wheel stops, bollards or other similar features, to protect bicycles from damage.
 5. Bicycle parking facilities shall be located on the development site except where public bicycle parking is provided in the right-of-way by the city.
 6. Bicycle parking facilities shall not impede ingress or egress to any building or project site and shall not be placed in the functional area of a sidewalk or where it interferes with any fire hydrant, parking meter, bus stop, loading zone, sidewalk ramp, wheelchair ramp, or similar public facility.
 7. Bicycle parking facility shall be identified by installing the bicycle parking sign as shown below at a prominent location around the area (such as on the building façade), if feasible. If the bicycle parking spaces are provided in vehicular parking area (e.g. parking lots or parking garage), the bicycle parking space must be posted with a permanent above-grade sign placed at a distance of 84 inches above the ground to the bottom of the sign.

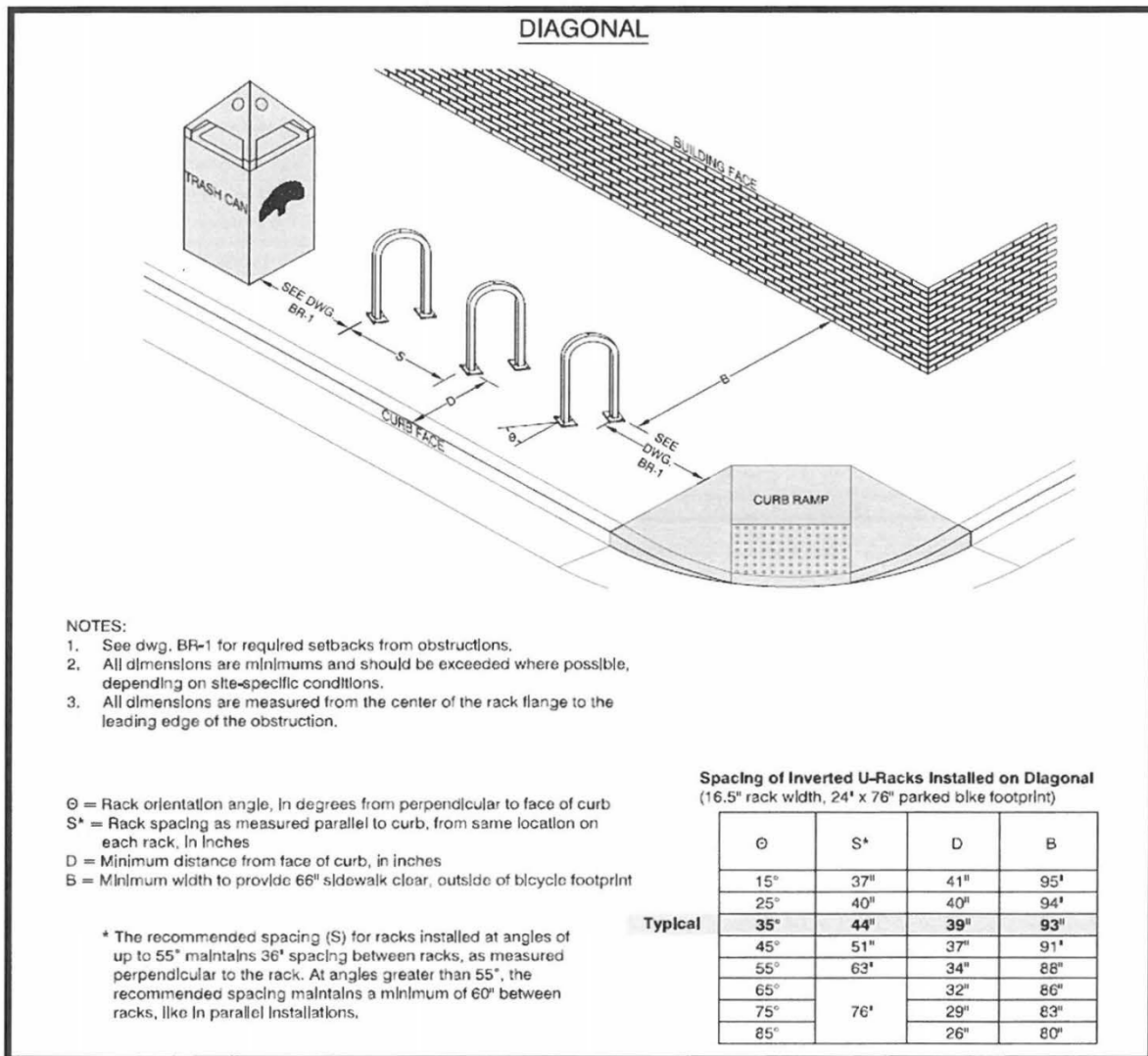


8. Bicycle racks may be oriented parallel, diagonal, or perpendicular to sidewalks (see layouts shown below). It may be placed as a single rack by itself at key areas or multiple racks side-by-side in parking spaces.
9. All developments may refer to Association of Pediatrician and Bicycle Professionals (APBP) for national standards for bicycle parking not provided in this section. See diagrams below for typical setbacks for installing bicycle racks near walls, streets, infrastructure, or other racks.

TYPICAL PARALLEL AND PERPENDICULAR LAYOUTS (BR-1)



TYPICAL DIAGONAL LAYOUT (BR-2)



- I. **Bicycle rack design.** Required bicycle racks shall meet the city's bicycle rack design shown below. It shall be an inverted "U" rack with the city's custom laser cut logo plate welded to the round tubing for capacity of two bicycles with a light green powder-coated finish.



- J. **Alternative bicycle rack design.** At the discretion of the city development director, the alternative bicycle rack design may be approved if in compliance with the following standards:

-
1. *Types:* Inverted "U" hoop rack, round rack, hitch rack or some variations of the upside down "U" design. Custom designs may be used provided that it meets the criteria of acceptable bicycle rack design.
 2. *Capacity:* Designed to accommodate two bicycle parking spaces per rack.
 3. *Finish:* Galvanized, stainless steel, powder-coated with a color or other weather-proof surface.
 4. *Size:* Accepts multiple bicycle frame sizes and styles.
 5. *Compatibility:* Accommodates the use of cable and U-type locks.
 6. *Function:* Supports a bicycle frame in two places.
 7. *Purpose:* Allows the frame and at least one wheel of the bicycle to be locked to the rack.
 8. *Scale:* Visible to pedestrians and the visually impaired, but consistent with the scale of the bicycle located to the device.
 9. *Durability:* Maintenance-free or fabricated from materials that weather in an aesthetically pleasing manner.
 10. *Simplicity:* East to understand and operate, with no moving parts.
 11. *Operation:* Usable without lifting the bicycle onto the device.

(Ord. No. 2396, § 1, 3-25-19)

6.02.00. UTILITIES

Sec. 6.02.01. Requirements for public utility stations including water treatment plants and sewage lift stations.

- A. *Fencing required.* All such uses shall be enclosed within a fence not less than six feet in height unless otherwise required by the public works director.
- B. *Buffered from adjacent land use.* All such uses shall be suitably landscaped in accordance with section 6.04.00. Berming, landscaping, and/or wooden fencing shall be required in order to separate and visually conceal public utility structures within residential areas.
- C. *Storage.* The storage of vehicles and/or equipment on the premises is prohibited.

6.03.00. STORMWATER MANAGEMENT

Sec. 6.03.01. Generally.

- A. *Intent.* It is the policy of the City of Stuart to promote efficient use and management of stormwater. To the maximum extent possible, stormwater will be percolated into the shallow aquifer by use of retention/detention areas, underground storage, green space, pervious pavement, and exfiltration systems. It is also the policy of the City of Stuart to protect existing facilities from adverse impacts of new construction.
- B. *Applicability.*

-
1. The provisions of this chapter shall apply to development within the City of Stuart municipal boundaries, excluding the urban district, as follows:
 - (a) All new development shall be required to comply with the site design requirements of the South Florida Water Management District. New development shall be required to comply with all requirements for water quality as set forth in this chapter. Exfiltration systems shall be used for water quality purposes only. Proper management of stormwater runoff shall be accommodated through retention and detention, green space, allowable discharge and up to 40 percent underground storage.
 - (b) Renovation development, vacant development and infill development shall be required to comply with all requirements for water quality as set forth in this chapter. Exfiltration systems shall be used for water quality purposes only. Not more than 40 percent of stormwater runoff may be stored in underground storage structures. The remaining 60 percent of the required stormwater runoff shall be accommodated through retention and detention, green space, and allowable discharge.
 2. In the Urban Code District and East Stuart District, all development, including new development, substantial renovation and infill development, shall be required to comply with all requirements for water quality as set forth in this chapter. Exfiltration systems shall be used for water quality purposes only. Proper management of stormwater runoff may be accommodated through any combination of underground storage structures, retention and detention, green space, and allowable discharge.

A certificate of occupancy shall not be issued if any portion of a stormwater system is not in compliance with the approved site plan.

C. *Site planning.*

1. Developments must, in their site planning, account for and compensate for historic drainage patterns in the area of the development so as not to cause flooding to adjacent and surrounding properties.
2. Alterations, additions and modifications of existing facilities, as to the extent of the alteration, addition or modification are subject to this chapter.

D. *Drainage.* An adequate drainage system, including necessary ditches, canals, swales, percolation areas, berms, dikes, weirs, detention ponds, storm sewers, drain inlets, manholes, headwalls, endwalls, culverts, bridges and other appurtenances shall be required in all subdivisions and developments for the positive drainage of storm and groundwater. The drainage system shall provide for surface waters affecting the subdivision or development.

E. *Stormwater treatment.* Stormwater treatment facilities shall be required in the subdivision or development to control stormwater runoff quality by providing for on-site retention/detention or other appropriate treatment technique for stormwater.

F. *Maintenance.* The capacity of a stormwater management system shall be properly maintained. Methods of required maintenance may include vacuuming exfiltration systems, vacuuming and pressure-cleaning pervious parking areas, replacement of berms, the installation of silt screens or similar devices, and the installation of sod. If any portion of a stormwater system ceases to function

as designed, the property owner or occupant may be required to remove, repair or replace that portion of a stormwater system.

G. *Infill development.*

1. All single family and duplex residential infill lot development shall submit the following at time of building permit submittal:
 - (a) A topographic survey which identifies existing improvements within and adjacent to the site.
 - (b) A lot grading plan that is designed to maintain consistent regional elevations at grade and prevent excessive stormwater runoff. The stormwater lot grading plan may be reviewed by the city's consultant engineer at no cost to the applicant.
2. Residential infill development shall comply with the approved lot grading plan and with the following:
 - (a) Lot fill shall be limited to the minimum as determined by the stormwater management requirements.
 - (b) Foundation construction shall comprise of a stem-wall or extended footers or other method of foundation construction as approved during the building permit process.
 - (c) The owner/developer is responsible for showing that the development will not cause or increase off-site flooding to properties adjacent to or along the discharge path from the infill lot.
 - (d) If the residential infill lot has a waterfront then a buffered shoreline or other approved method for preventing excessive stormwater run-off into the waterbody shall be required.

(Ord. No. 2453-2021, § 1(Exh. A), 1-25-21)

Sec. 6.03.02. Drainage specifications.

- A. *Drainage requirements.* All subdivisions and developments must have comprehensive storm drainage facilities which convey stormwater runoff through easements to drainage canals/ditches, natural water courses, or public storm sewers subject to municipal or agency approval. The design data of the drainage system shall be submitted along with the construction plans in a report form prepared by the developer's engineer indicating the method of control of storm and groundwater, including the method of drainage, existing water elevations, recurring high groundwater and surface water elevations, proposed design water elevations, drainage structures, canals, ditches and any other pertinent information pertaining to the system. The system shall provide for drainage of lots, streets, roads and other public areas including surface waters which drain into or through the property. The design for drainage of the subdivision or development must be adequate to provide for surface water drainage of adjacent contributory areas. Where additional facilities are required to accommodate contributory surface waters, right-of-way shall be provided for future needs; however, the developer may be permitted to excavate or open sufficient capacity to provide for existing drainage needs whenever the developed or undeveloped status of adjacent areas so warrants as determined by the city engineer. The runoff coefficients used in the design of the

subdivision or development shall consider final development and shall be calculated based on sample areas of each type of ultimate use.

B. *Engineering standards.*

1. *Generally.* The drainage system shall be designed for long-life and ease of maintenance by normal maintenance methods. The minimum pipe size used within storm sewer systems in public right-of-way shall have the equivalent cross-section of a 15-inch diameter pipe. Distance between terminating or intermediate structures shall not exceed those required for the proper maintenance between inlets or manholes.

Materials used in the system and construction methods shall meet American Society for Testing Materials (ASTM), American Association of State Highway Officials (AASHTO) and current Florida Department of Transportation (FDOT) specifications. Drainage pipes shall be fitted with headwalls, endwalls, inlets and other appropriate terminating and intermediate structures. Septic systems shall be located according to Martin County health department standards.

2. *Roadway systems.* The storm sewer systems shall be designed so that the elevation of the hydraulic gradient at any location is not higher than the grade elevation of any inlet in the system. The hydraulic gradient shall be designed for the three-year, one-hour storm event. Pipes shall be sloped to maintain sufficient cleaning velocities.
3. *Parking lots.* Parking lots served by exfiltration trenches shall have a minimum elevation above the five-year, one-hour flood stage in accordance with South Florida Water Management District Permit Information Manual, Volume IV (as amended).
4. *Finished floor elevations.* Finished first floor elevations of all buildings or structures shall not be lower than the higher of the following elevations:
 - a. Two feet above the flood stage elevations established by FEMA; or
 - b. 18 inches above the crown of the street on which the building(s) or structure(s) fronts.

(Ord. No. 1841-02, § 5, 6-10-02; Ord. No. 1979-04, § 2, 6-28-04)

Sec. 6.03.03. Stormwater management.

- A. *Generally.* Rainfall runoff, surface and groundwaters shall be managed in subdivisions and developments to minimize degradation of water quality, reduce nutrients, turbidity, debris and other detrimental substances being discharged, and maximize retention and detention to promote the reuse of this resource. Runoff from roads, parking lots, roofs and other impervious surfaces should be directed to areas where water quality treatment can be accomplished prior to introduction into any storm sewer or other receiving facilities. All pervious areas shall be covered with vegetation or have some acceptable form of erosion protection and dust control.
- B. *Stormwater treatment and acceptable runoff rates.* No stormwater structures, including gutters from roofs and parking lots, shall be permitted to exit onto public rights-of-way including sidewalks. Gutters may be required for roof drains at the discretion of the city development director.

Runoff from the design storms shall be accounted for by retention, detention, or a combination thereof in the overall system, including swales, lakes, canals and greenways, and shall be provided as follows:

-
1. Wet retention volume shall be provided for the first inch of runoff from the developed project, or the total runoff of 2.5 inches times the percentage of imperviousness, whichever is greater; or
 2. Dry detention volume shall be provided equal to 75 percent of the above amounts computed for wet detention; or
 3. Retention volume shall be provided equal to 50 percent of the above amounts computed for wet detention. Retention volume included in flood protection calculations requires a guarantee of long term operation and maintenance of system bleed-down ability. Examples of such guarantee include evidence of excellent soil percolation rates, such as coastal ridge sands, or an operations entity which specifically reserves funds for operation, maintenance and replacement.

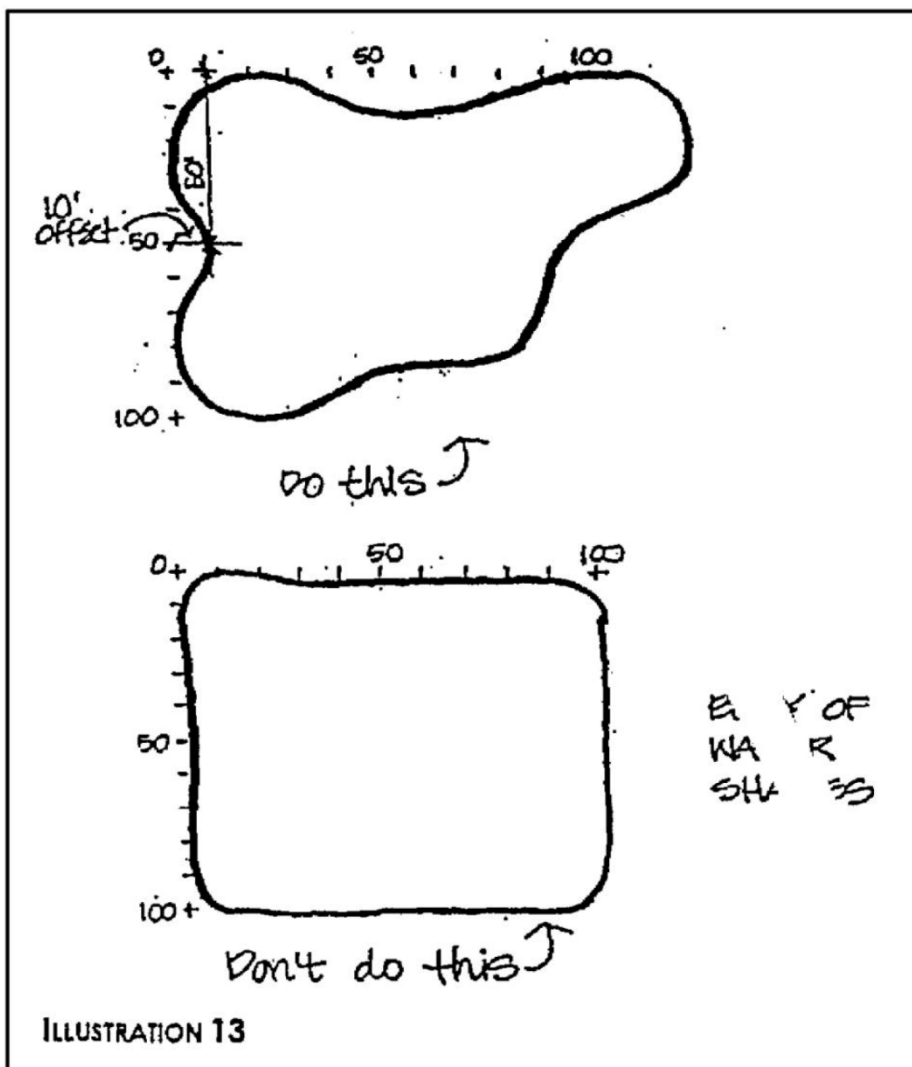
If detention systems are used, not more than one-half of the required detention volume shall be discharged in the first 24 hours. Systems with inlets in grassed areas will be credited with up to 0.2 inches of the required wet detention amount for the contributing areas. Full credit will be based on a ratio of 10:1 impervious area to pervious area with proportionately less credit granted for greater ratios.

The rates of off-site discharge shall not exceed pre-redevelopment discharge rates for the three-year and five-year one-day storm events or the ten-year and 25-year, three-day storm events. The owner/developer is responsible for showing that the development will not cause or increase off-site flooding to properties adjacent to or along the discharge path from the development in the event of a 100-year, three-day storm event. Retention and detention areas shall be designed so that they will recover the required retention or detention storage volume, as appropriate, described in section 6.03.03 B. within 72 hours.

- C. *Swales.* Swales may be used to convey and collect surface waters. The minimum grade for swales used for conveyance purposes shall be 0.003 feet per foot. The maximum grade shall be limited to that grade which will not produce erosive water velocities. Swales used for other purposes may be at grade. The side slopes on swale sections shall not be steeper than 4:1 (four horizontal to one vertical), and the swale may occupy all of a retention or detention area. Swales shall be constructed in accordance with these regulations. Side slopes steeper than 3:1 may be approved by the city engineer on a site specific basis.
- D. *Location of treatment facilities.* All major treatment facilities such as swales, lakes, canals, and other retention and detention areas used for stormwater management prior to discharge from the development shall be shown on the site plan, civil plan or plat and dedicated to the entity responsible for their maintenance. All retention and detention areas shall include, where necessary, a 20-foot maintenance easement with a side slope not steeper than 4:1 (four horizontal to one vertical), except as approved by the city commission upon recommendation by the city engineer on a site specific basis.
- E. *Alternatives.* Alternate treatment methods or facilities which in the opinion of the city director of public works are equal or superior to the above requirements may be approved. Application for such approvals shall be accompanied by written data, calculations and analysis which show, by accepted engineering principles, that the alternate treatment methods or facilities are equal or superior to those specified.

Sec. 6.03.04. Stormwater management for all commercial development.

- A. *Purpose and intent.* All commercial development shall be designed to promote the function of stormwater quality and to maximize the natural appearance such improvements.
- B. *Natural and manmade bodies of water including retention areas.*
 - 1. The design of natural and manmade bodies of water, including retention areas, shall comply with the following:
 - a. The shape of a manmade body of water, including wet retention areas, shall be designed to appear natural by having off-sets in the edge alignment that are a minimum of ten feet and spaced 50 feet apart (see illustration 13).
 - b. Littoral zones as well as wet stormwater treatment areas shall be planted with appropriate native vegetation to promote the ability of the pond to provide environmental habitat.
 - c. For an LCD, retention ponds shall be designed with "double ponds" where the majority of the first flush of stormwater runoff is diverted into the first pond, and the remaining runoff is diverted into the second pond. The planting of native vegetation around and within these two ponds shall be designed specifically for the composition of the water in these ponds.



2. Natural and manmade bodies of water including retention areas exceeding 20,000 square feet in area which are located adjacent to a public right-of-way shall be incorporated into the overall design of the project to provide at least two of the following:
 - a. A minimum of five-foot wide walkway with trees an average of 50 feet on center and shaded minimum of six-foot long benches or picnic tables every 150 linear feet; or
 - b. A public access pier with covered structure and seating; or
 - c. A plaza or courtyard, 200 square feet minimum, with shaded benches or picnic tables adjacent to the water body; or
 - d. A decorative water feature designed for aeration.

Sec. 6.03.05. Soils.

The civil plan shall show the location and results of test borings of the subsurface condition of the tract to be developed. The tests shall be the type performed by the Natural Resources Conservation Service, or qualified professional, including percolation characteristics and detailed soils data. When non-pervious soils (hardpan or other impervious soils) or unstable soils (peat, muck, etc.) are encountered, the plan shall reflect a satisfactory design to cope with such conditions. Impervious soils must be removed from below retention areas and exfiltration systems and parking areas designated as pervious on the approved site plan. If the soil analysis reflects that the area contains hardpan or other impervious soils or contains peat, muck or other unstable materials, the city engineer shall require such additional design and construction as are necessary to assure proper drainage and development of the area. Test locations shall be mutually determined by the developer's engineer and the city engineer and shall be recorded as to location and result on the civil and "as-built" civil plans.

Sec. 6.03.06. Adoption of South Florida Water Management District Requirements by reference.

Drainage runoff, percolation, and predevelopment discharge are to be calculated in accordance with South Florida Water Management District, Permit Information Manual Volume IV (as amended). These requirements are made a part of this chapter by reference. The requirements may be amended by the commission by adoption of a certification by the director of public works of any change which is proper, and such amendment shall be by reference. Such amended requirements will be maintained on file in the office of the public works director.

(Ord. No. 1451-96, 3-25-96)

Sec. 6.03.07. Development activities.

To reduce pollutants and sediment in stormwater runoff, best management practices shall be maintained during and after all development activities.

- A. Civil plans and development permits shall be required and reviewed by the city prior to the initiation of construction operations. Civil plans shall include descriptions of structures, procedures, and/or control measures designed to reduce and control sediment and pollutant loading either directly or indirectly related to stormwater runoff and/or site wastewater.
- B. Development activities over any existing or planned stormwater management system or any such operations causing interference with any stormwater management system shall not be permitted.
- C. Monitoring shall be carried out during and after development activities as conditions to the development permit to determine and verify compliance with this section.

(Ord. No. 2048-05, § 2, 11-14-05)

Sec. 6.03.08. Erosion and sediment control.

1. *[Minimum requirements.]* The following are minimum requirements for controlling erosion and sedimentation from development. The City of Stuart may impose more-stringent practices for

controlling erosion and sedimentation on an "as-needed" basis. These practices may include the use of silt fences, sediment traps, check dams, diversion dikes and inlet/outlet protection.

- a. Additional precautions shall be taken to secure the construction site prior to a hurricane or severe weather.
- b. Permanent or temporary soil stabilization shall be applied to denuded areas within 15 days after final grade is reached on any portion of the site.
- c. Sediment basins, traps, perimeter dikes, sediment barriers and other measures intended to trap sediment on site shall be constructed as a first step in grading. Earthen structures shall be seeded and mulched within 15 days of stabilization.
- d. Cut-and-fill slopes shall be designed and constructed in a manner which will minimize erosion.
- e. All storm sewer inlets which are made operable during construction shall be protected so that sediment-laden water will not enter the system without first being filtered.
- f. All temporary and permanent erosion and sediment control devices shall be maintained and repaired as needed until the end of the project, at which time these devices will be removed, but not until approved by the city.
- g. Minimization of sediment, concrete and other construction materials by runoff or vehicles on paved roadways shall be of an utmost importance. Sediment shall be removed from the roadway surface by shoveling or sweeping.

2. *National pollutant discharge elimination system (NPDES)—Construction site requirements.*

- a. State and (FDEP) rules must be adhered to for construction activities that require an NPDES construction activities permit. Applicant shall consult current state and federal regulations to determine applicability and specific requirements.
- b. Stormwater pollution prevention plan (PPP) must be prepared prior to submitting a notice of intent (NOI) to the FDEP. Forms can be obtained from the appropriate agency. To obtain state forms go to the Florida state [State of Florida] web site at: www.dep.state.fl.us/water/stormwater/npdes.

3. *Construction dewatering.*

- a. Construction dewatering activities shall meet all state and South Florida Water Management District (SFWMD) requirements, especially turbidity requirements for dewatering discharge. If necessary due to the amount, location, or type of dewatering proposed, the applicant shall obtain and provide the appropriate permit(s) from SFWMD.

(Ord. No. 2048-05, § 2, 11-14-05)

Sec. 6.03.09. NPDES permits.

Any person who holds a national pollutant discharge elimination system (NPDES) permit shall provide a copy of such permit to the director of development no later than 60 calendar days after issuance.

(Ord. No. 2048-05, § 2, 11-14-05)

Sec. 6.03.10. Enforcement and penalties.

- (a) *Action.* The city may take all actions necessary, including the issuances of cease and desist orders, the assessment of penalties, the prosecution of notices of violation pursuant to F.S. ch. 162 and the city's code enforcement procedure, or the filing of any appropriate court or administrative action to recover damages or enforce compliance (including injunction) with the provisions of this article and with any regulation or permit issued hereunder.
- (b) *Continuing violation.* A person shall be deemed in violation of this Code for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued hereunder.
- (c) *Cease and desist orders.* Pursuant to City Code, the public works director may order any person to immediately cease and desist any discharges into the stormwater system determined by the public works director or other authorized officials of the city to be in violation of this article, or any regulation or permit issued hereunder. This may be based on investigation, surveillance, monitoring, sampling, testing, and/or sound engineering and operational evaluations.

(Ord. No. 2048-05, § 2, 11-14-05)

6.04.00. LANDSCAPING

- A. *Title.* The provisions of this section 6.04.00 shall be known as the "Stuart Landscape Code" and "landscape code."

Sec. 6.04.01. Applicability of Stuart Landscape Code.

- A. This Stuart Landscape Code applies to new development and to a renovation development for which a building permit has been issued by the city after July 1, 1995. No certificate of occupancy shall be issued for any portion or phase of a new development or a renovation development to which this landscape code applies until all required landscaping has been installed pursuant to the requirements of this landscape code.
- B. This Stuart Landscape Code applies to a vacant development which, as of July 1, 1995, and at any time thereafter, has remained unoccupied continuously for the previous 180 days. This landscape code does not apply to a development for which a building permit was issued prior to July 1, 1995, unless such development becomes a vacant development.
- C. This Stuart Landscape Code applies to all development to which the Stuart Parking Code is applicable beginning July 1, 1995.
- D. This Stuart Landscape Code applies to all landscaping installed on public or private property after July 1, 1995.
- E. All development for which landscaping is required by this Stuart Landscape Code shall comply with the xeriscape requirements set forth below in section 6.04.05 prior to issuance of a certificate of occupancy.
- F. The development design of a renovation development or a vacant development may preclude a literal compliance with all the landscape design, installation and irrigation requirements of this

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landscape code. In such event, the required landscaping that may be reasonably and economically accommodated at the discretion of the city development director shall be provided.

- G. Activities relating to land clearing shall comply with the requirements of chapter V, Resource Protection Related Development Standards, of this Code.
- H. All landscaping required by this landscape code shall be installed and maintained as required by this landscape code. The failure to do so shall constitute a violation of this landscape code subject to code enforcement procedures and regulations.
- I. The provisions of this landscape code apply to properties within the Urban Code, East Stuart Code, and S.E. Ocean Boulevard Overlay Zone as provided at chapter III of this Code.

Sec. 6.04.02. General provisions.

A. Plant material standards.

- 1. At least 50 percent of all required landscaping in the form of trees, shrubs, ground cover and grass shall collectively consist of native vegetation. No one species of tree shall exceed 25 percent of the minimum number of trees required. Neither existing trees nor trees in excess of the minimum number required shall be subject to this limitation. The native vegetation shall be selected from the following City of Stuart plant list. This list may be amended as necessary from time to time by resolution:

(Ord. No. 1826-02, § 1, 1-28-02)

a. Shade or Canopy Trees:	
Red Maple	(Acer rubrum)
American Holly	(Ilex opaca)
Southern Magnolia	(Magnolia grandiflora)
Sweet Bay	(Magnolia virginiana)
Red Bay	(Persea borbonia)
Sycamore	(Plantanus occidentalis)
Slash Pine	(Pinus elliottii)
Sweet Gum	(Liquidambar styraciflua)
Live Oak	(Quercus virginiana)
Laurel Oak	(Quercus laurifolia)
Mahogany	(Swietenia mahagoni)
Dahoon Holly	(Ilex cassine)
b. Palms:	
Paurotis Palm	(Acoelorrhaphe wrightii)
Queen Palm ¹	(Arecastrum romanzoffianum)
Chinese Fan Palm ¹	(Livistonia chinensis)
Canary Island Date Palm ¹	(Phoenix canariensis)
Alexander Palm ¹	(Ptychosperma elegans)
MacArthur Palm ¹	(Ptychosperma macarthuri)
Silver Palm	(Coccothrinax argentata)

Mexican Washington Palm ¹	(Washingtonia robusta)
c. Flowering Trees:	
Glaucous Cassia ¹	(Cassia surattensis)
Weeping Bottlebrush ¹	(Callistemon viminalis)
Lemon Bottlebrush ¹	(Callistemon lanceolata)
Queens Crepe Myrtle ¹	(Lagerstromia speciosa)
Paradise Tree	(Simaruba glauca)
Silver Trumpet ¹	(Tabebuia caraiba)
Pink Tab or Trumpet Tree ¹	(Tabebuia heterophylla)
Princess Flower Tree ¹	(Tibouchina grandiflora)
Hong Kong Orchid ¹	(Bauhinia blakeana)
d. Accent Trees:	
Myrsine	(Myrsine guianensis)
Wax Myrtle	(Myrica cerifera)
Anacahuita, White Corda ¹	(Cordia boissieri)
Geiger Tree	(Cordia sebestena)
Yellow Elder	(Tecoma stans)
Cherry Laurel	(Prunus caroliniana)
Frangipani Plumeria ¹	(Plumeria acuminata)
Princess Flower Tree ¹	(Tibouchina grandiflora)
Jamaica Caper	(Capparis cynophallophora)
East Palatka Holly	(Ilex attenuata 'EastPalatka')
Golden Dewdrop	(Duranta repens)
Loblolly Bay	(Gordonia lasianthus)
e. Shrubs:	
Florida Privet	(Forestiera segregata)
Simpson's Stopper	(Myrcianthes fragrans)
Cocoplum	(Chrysobalanus icaco)
Buttonwood	(Conocarpus erectus)
Silver Buttonwood	(Conocarpus erectus sericeus)
Cherry Laurel	(Prunus caroliniana)
Wax Myrtle	(Myrica cerifera)
Myrsine	(Myrsine guianensis)
Gallberry	(Ilex glabra)
Walter's Virburnum	(Viburnum obovatum)
Firebush	(Hamelia patens)
f. Ground Covers:	
Lantana species	(Lantana spp.)
Coontie	(Zamia floridana)
Blue Eyed Grass	(Sysirinchium)
Cordgrass	(Spartina bakerii)
Erect Swordfern	(Nephrolepis cordifolia)
Beach Sunflower	(Helianthus debilis)

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Swamp Fern	Blechnum serrulatum
Swamp Lilly	Crinum americanum
Wild Allamanda	Urechites lutea
Shiny Blueberry	Vaccinium myrsinites
Spider Lily	(Hymenocallis latifolia)
g. Vines:	
Carolina Jessamine	(Glesminum sempervirens)
Trumpet Honeysuckle	(Lonicera sempervirens)
¹ These plant materials shall not count towards the native vegetation requirements of this Code.	

2. Not less than 50 percent of all trees used to meet landscaping requirements shall be shade or canopy trees. Trees shall have a minimum height of 12 feet and a minimum spread of six feet at planting. Palm trees may be substituted for any number of the remaining trees provided that two palm trees shall be counted as one tree. Requirements of shade or canopy trees shall be mitigated when proposed locations will conflict with overhead power lines. Forms of mitigation may include: the replacement of each shade or canopy tree with three small accent trees, the planting of shade or canopy trees at an alternate site as determined by the Stuart Beautification Committee, the requirement of additional existing native trees, or other mitigation methods as determined by the city development director.
3. Plant materials used in conformance with the provisions of this landscape code shall conform to the Standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants" Part I and Part II, 1963, State of Florida, Department of Agriculture, Tallahassee. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases. Grass seed shall be delivered to the job site in bags with Florida Department of Agriculture tags attached indicating quality control program.
4. Banyan trees, Ficus trees, and Rubber trees and any other tree species identified by the city development director as likely to cause damage to public roadways, public facilities or building foundations shall not be planted closer than 12 feet thereto unless the tree root system is completely contained within a container or barrier five feet square and five feet deep and for which the construction requirements shall be four inch thick concrete reinforced with #6 road mesh (6 × 6 × 6) or equivalent.
5. Trees of species whose canopy could be damaged by or could cause damage to overhead power lines shall not be planted closer than a horizontal distance from overhead power lines of 30 feet for large-sized trees and 20 feet for medium-sized trees. Large- and medium-sized trees shall be determined by current Florida Power and Light (FPL) guidelines. Small trees can be planted adjacent to power lines. Palm should be planted at a distance equal to or greater than the average frond length plus two feet from the power lines. Plantings near pad mounted transformers shall not restrict access to or maintenance of the transformer, and a five-foot clearance is recommended. For additional information, contact Florida Power and Light (FPL) for recommended tree lists and setbacks.
6. Shrubs shall be a minimum of 24 inches in height and have a minimum 12-inch spread or be a three-gallon container size at planting.

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7. Hedges shall be 80 percent opaque within one year thereafter. At planting, hedge shrubs shall be not less than 24 inches in height with an 18-inch spread and shall be "full" specimens, which are fully rooted in three-gallon containers. Hedge shrubs shall be planted 24 inches on center. Unless otherwise specified, hedges shall be maintained at a minimum height of 30 inches.
 8. Vines shall be a minimum of 30 inches in height at planting and may be used in conjunction with fences, screens, or walls to meet physical barrier requirements. No vines shall be planted within utility easements or within five feet of any existing or proposed utility pole, guy wire or pad-mounted transformer.
 9. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonable complete coverage within three months of installation. All landscaped areas shall be sodded or otherwise covered with ground cover.
 10. Grass areas shall be planted in species locally grown as permanent lawns. Grass areas may be sodded, plugged, sprigged or seeded provided solid sod shall be used in swales or other areas subject to erosion. In areas where solid sod or grass seed is not used, nurse grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved.

B. *Installation.*

1. All required landscaping installed pursuant to this landscape code shall be installed according to accepted good planting practices.
2. Landscaped areas shall be protected from vehicular encroachment by car stops, curbs, or other appropriate means.
3. For a major development, as defined in chapter XII, a registered landscape architect shall inspect and certify that all required landscaping has been installed in accordance with the landscape plan and the requirements of this landscape code. No certificate of occupancy or similar authorization will be issued until the required landscaping has been certified.

C. *Irrigation.*

1. Landscaped areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed and maintained in such a manner as not to be a nuisance to adjacent properties and uses and to the general public.
2. Design plans for the irrigation system must be submitted with the required landscape plan for review and approval by the city development department.
3. All irrigation systems shall include a "rain switch" to monitor rain levels and irrigation needs.
4. Xeriscape areas must have a readily available water supply to provide temporary irrigation until plantings are established.
5. Natural areas and native vegetation left undisturbed by development may be excluded from the irrigation system.

D. *Existing native vegetation.*

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1. All native vegetation which is not located in areas requiring their removal as reflected by an approved plan document shall be retained in an undisturbed state as provided in chapter V, Resource Protection Related Development Standards, of this Code.
 2. All non-native and nuisance species shall be removed upon development as specified in chapter V, Resource Protection Related Development Standards, of this Code.
 3. Existing healthy trees which have a caliper of six-inch DBH, or larger, and which are not an invasive plant species may be credited toward meeting the minimum number of required trees. Areas within a development may be designated as natural vegetation areas where the natural grade and existing native vegetation will remain undisturbed. Trees that are not an invasive plant species which are located in such areas and have a caliper of four inches DBH or larger may be credited toward meeting the minimum number of required trees.

Sec. 6.04.03. Landscape design.

- A. For a major development and minor development, a landscape plan shall be submitted and approved as part of the development approval process and prior to the issuance of a development permit. Landscape plans for a major development shall be prepared by a registered landscape architect. All landscape plans must show the location of existing or proposed utility lines that could be impacted by the vegetation being planted.
- B. Landscape standards.
 1. Not less than 20 percent of the total gross area of a development site shall be landscaped. The landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees with priority given to specimen and/or historic trees as described in chapter V, Resource Protection Related Development Standards, of this Code.
 2. Not less than 50 percent of the required landscaping for a major development shall be interior landscaping as described in subsection 6.04.07 C. of this landscaping code.
 3. Impervious surfaces shall not be placed within five feet of the base of an existing tree to be preserved.
 4. Mulch shall be designed and installed in all planting areas to a depth of two to three inches. The type of mulch shall be specified on the landscape plan.
 5. Not less than 50 percent of a required shoreline protection zone, as defined in chapter XII, shall consist of native vegetation.
 6. In order to allow for flexibility and creativity in design standards, hedges may be replaced or interrupted in areas which provide for a decorative wall and berms and other creative landscape features and landscape materials may be clustered so long as the parking area remains screened from public right-of-way and adjacent private property. Such modification must be approved by the city development director in accordance with site plan review procedures and must be consistent with the intent of this landscape code.
 7. In the event the number of parking spaces to be installed exceeds the minimum number of parking spaces required by the Stuart Parking Code, the required landscaping shall be increased by 100 square feet for each additional parking space. The additional landscaping shall consist of shrubs, ground cover, grass and mulch in accordance with the standards of these regulations.

For each additional 500 square feet of impervious surface or fraction thereof, one shade tree shall be provided in addition to the shrubs, ground cover, grass and mulch.

8. Visibility triangles. All landscaping within a visibility triangle shall provide unobstructed cross-visibility at a level between three feet and six feet and shall comply with the most current edition of the State of Florida DOT Roadway and Traffic Design Standards, Index 546 regarding visibility triangles. Trees or palms having limbs and foliage trimmed in such a manner that no limbs or foliage extend into the cross-visibility area shall be allowed provided the location does not itself create a traffic hazard. Landscaping, except grass or ground cover shall not be located closer than three feet from the edge of any driveway pavement. Refer to Landscape Exhibit D, Visibility Triangle.

Sec. 6.04.04. Maintenance.

A. General.

1. The owner and the lawful occupant of real property landscaped as new development, renovation development or vacant development pursuant to the provisions of this landscape code are each responsible for the maintenance of all such required landscaping in a healthy, growing condition.
2. The owner and the lawful occupant of real property landscaped prior to the effective date of this landscape code are each responsible for the maintenance of all installed landscaping in a healthy, growing condition. The city shall periodically inspect all areas of required landscaping for proper maintenance. Regular maintenance includes irrigation, fertilization, and routine pruning of all trees and shrubs. The owner or lawful occupant of the real property shall be responsible to correct any deficiency reported by inspection within a reasonable time frame. Failure to comply will result in a hearing before the code enforcement magistrate.

(Ord. No. 1826-02, § 1, 1-28-02)

3. Landscaped areas shall be maintained in a neat and orderly appearance and kept free from refuse and debris. All walls and fences shall be maintained in good condition so as to present a neat and orderly appearance and shall be kept free from graffiti.
4. Trees shall be pruned only as necessary to promote healthy growth or to avoid powerlines. Trees shall not be severely pruned or "hatracked" in order to permanently maintain growth at a reduced height. Pruning shall be accomplished in accordance with current applicable National Arborists' Standards and the American National Standards Institute (ANSI) Standard A300 Pruning/Trimming Standards.

- B. *Installation and maintenance guarantee.* Prior to the issuance of a certificate of occupancy for any portion of a new development, renovation development or vacant development landscaped pursuant to the provisions of this landscape code, an installation and maintenance guarantee in a form acceptable to the city development director shall be provided to guarantee the installation and maintenance of the required landscaping and the irrigation system in accordance with the provisions of this landscape code and other applicable ordinances, and as defined in chapter XII of this Code. This guarantee shall list all required landscape materials and shall describe the irrigation system to which it pertains.

Sec. 6.04.05. Xeriscape landscaping.

- A. All development for which landscaping is required by this Code shall comply with the xeriscape requirements set forth below prior to issuance of a certificate of occupancy. For a development for which a landscape plan is required prior to issuance of a building permit, the selected design options and the accompanying points necessary to meet the following xeriscape requirements shall be clearly tabulated on the landscape plan.
- B. To obtain a development permit, an applicant shall attain a minimum of 50 points from the following table of design options. As used in the table, "list" means the list of drought tolerant species set forth in the most current South Florida Water Management District's Waterwise, South Florida Landscapes, Landscaping to Promote Water Conservation Using the Principles of Xeriscape™. A copy of the guide is available for public inspection and copying at the office of the city development department.
- C. Design options:

Option		Points
1	Utilization of moisture sensing controller other than rain switch	5
2	Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5
3	Grass:	
	25%—50% of the grass areas are made up of drought tolerant grass species from the list	5
	51% or more of the grass areas are made up of drought tolerant grass species from the list	10
4	Shrubs:	
	25%—50% of the required shrubs are made up of drought tolerant species from the list	5
	51% or more of the required shrubs are made up of drought tolerant species from the list	10
5	Trees:	
	25%—50% of the required trees are made up of drought tolerant species from the list	5
	51% or more of the required trees are made up of drought tolerant species from the list	10
6	Extra shade trees in vehicular use areas:	
	25% more than the required shade trees planted in the vehicular use area	5
	50% more than the required shade trees planted in the vehicular use area	10
7	Sod area less than 50% of landscape area	10

8	Utilization of compacted mulched (use of cypress mulch not recommended in order to protect natural cypress wetlands) planting beds at least three inches deep in all planted areas except ground cover	10
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(Ord. No. 1284-93, § 6.06.03.E., 4-26-93; Ord. No. 1417-95, 7-1-95)

Sec. 6.04.06. Land use transitions and landscape buffers.

The character and aesthetics of residential neighborhoods are of special interest to the city because they provide a quality of living that makes Stuart a vibrant community. It is necessary to protect and buffer these residential neighborhoods from adverse impacts from neighboring non-residential uses and multi-family residential uses. The following regulations are intended to assist in providing a subtle transition between residential uses and neighboring non-residential uses and multi-family residential uses.

A. Applicability.

1. *Types of development.* The "transitional regulations" set forth in this section 6.04.06 apply to an application for new development, renovation development, and vacant development as those terms are defined in chapter XII of this Code.
2. *Development incompatibility.* Specifically, these transitional regulations apply to an application for non-residential development approval and to an application for single-family or multi-family residential development approval on property adjacent to an existing residential use or an adjacent residential zoning district. These regulations do not apply, however, to a proposed non-residential use adjacent to an existing non-residential use in the "R-3" residential zoning district.
3. *Conflicts.* In the event of a conflict between a transitional regulation in this section 6.04.06 and the requirements set forth in chapter III of this Code, the chapter III requirements shall prevail. Otherwise, in the event of a conflict between any transitional regulations in this section 6.04.06 and other Code sections, the transitional regulation shall prevail.

B. Transitional regulations.

As used herein, the term "common boundary" means the common boundary of the proposed non-residential or multi-family use and the adjacent residential use or residential zoning district. As used herein, the terms "buffer" and "buffer screen" are defined in chapter XII of this Code.

1. Except as modified below, buffer width requirements for one-story developments, including parking lots, shall be:

Type of Use	Abutting Single-Family Use or Zone		Abutting Two-family or Multi-Family Use or Zone	
	Side Yard (ft.)	Rear Yard (ft.)	Side Yard (ft.)	Rear Yard (ft.)
Multi-Family, 0.5 acre or less	25	25	15	20
Multi-family, other	25	25	25	25

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Commercial and other non-residential	25	25	25	25
Industrial	30	30	30	30

(Ord. No. 1453-96, 6-1-96)

2. The modification to the above buffer requirements are as follows:
 - a. For multi-story developments, the buffer width is an additional ten feet for each upper story.
 - b. A buffer of not less than 15 feet in width shall be provided along the common boundary between the side and rear of any proposed use and a residential use or residential zoning district that is separated by a street, road, or other right-of-way of less than 100 feet in width.
 - c. For sites with no native vegetation, the side and rear landscape strip shall be at least 25 feet in depth and planted with native vegetation, in accordance with section 5.04.02.A.4 of this Code.
3. The following modifications to the above buffer requirements apply to "R-3" zoning district:
 - a. The "commercial and other non-residential" side yard buffer width for an "abutting multi-family use or zone" property which is undeveloped and zoned "R-3" residential district shall be 15 and not 25 feet.
 - b. In the "R-3" residential district, the side yard buffer between proposed and existing non-residential uses shall be 12.5 feet instead of 25 feet.

(Ord. No. 1687-99, 8-9-99)

- c. A buffer of not less than 15 feet in width shall be provided along the common boundary between a proposed non-residential use in the "R-3" residential zoning district and adjacent undeveloped property in the "R-3" residential zoning district.
4. *Buffer use.* No structures, mechanical equipment, trash receptacles, parking areas, or internal driveways shall be located in the common boundary buffer within 15 feet of the property line.
5. *Buffer materials.* The following buffer landscape requirements shall apply, however, not less than one tree shall be planted every 30 linear feet of the common boundary.
 - a. A buffer shall consist of landscaping to include a landscape screen.
 - b. A buffer shall include a buffer screen the width of which is 25 percent of the width of the required buffer. The buffer screen shall include a six-foot high wall or fence with five-foot wide landscape area located along the property line. Where a proposed non-residential development will abut a residential development, the five-foot wide landscape area shall be located outside the six-foot high wall or fence.

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- c. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity.
 - d. An opening through a buffer area may be provided to facilitate pedestrian or vehicular traffic between developments subject to the approval of the city development director; however, no parking spaces shall be located within the buffer.

(Ord. No. 1453-96, 6-1-96)

- e. Excluding the buffer screen area, a dry retention area may be located in a buffer. Existing plant material within a dry retention area shall not be credited toward meeting the landscape requirements of this landscape code.

Refer to Landscaping Exhibit B, Typical Buffers.

Sec. 6.04.07. Parking areas for multi-family and all non-residential developments.

A. *Parking area landscaping adjacent to streets.* On the site of a multi-family or a non-residential development which includes a parking area not entirely screened visually by an intervening building from abutting streets, landscaping shall be installed as follows:

1. A landscaped strip of land not less than ten feet in width shall be located between the parking area and the abutting street.
2. The landscaping provided within the landscaped strip shall include:
 - a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the parking area; and
 - b. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to right-of-way; and
 - c. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and
 - d. Grass, ground cover, or other landscape treatment.
3. Shrubs comprising a hedge shall be planted in the landscaped strip at 24 to 30 inches on-center.
4. Not less than 25 percent of the strip shall be ground cover.
5. Property located between the strip and parking area shall also be landscaped with grass or other ground cover at a minimum.

Refer to Landscaping Exhibit C, Example of Commercial Development.

B. *Adjacent to private property.* On the site of a multi-family or a non-residential development which includes a parking area not entirely screened visually by an intervening building from abutting private property, landscaping shall be installed as follows:

1. A landscaped strip of land not less than five feet in width shall be located between the parking area and the abutting private property.

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2. The landscaping provided within the landscaped strip shall include:
 - a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the abutting private property; and
 - b. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to property line; and
 - c. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and
 - d. Grass, ground cover, or other landscape treatment.
 3. Shrubs comprising a hedge shall be planted in the landscaped strip at 24 to 30 inches on-center.
 4. Not less than 25 percent of the strip shall be ground cover.
 5. Property located between the strip and parking area shall also be landscaped with grass or other ground cover at a minimum.

C. *Parking area interior landscaping.*

1. For a major development, not less than 50 percent of the required landscaping shall be interior landscaping exclusive of required buffer. Interior landscaping shall be located around the periphery of structures and interspersed throughout parking areas.
2. A landscaped area not less than five feet wide, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area. A landscaped area not less than two feet in width shall be provided along the sides and rear of a building where abutting an on-site service or access driveway. The landscaping located along the sides and rear of buildings which abut a parking area or driveways shall include a hedge, one tree for every 30 linear feet, and ground cover. This landscaping may be clustered to allow for creativity and flexibility in design with the approval of the city development director.
3. Interior landscaping shall include not less than one tree for every 500 square feet or fraction thereof of interior landscaped area. Interior landscaped areas shall be located in such a manner as to divide and break up the expanse of paving.

(Ord. No. 1453-96, 6-1-96)

4. Vehicles may not encroach more than two feet into any interior landscaped area. Two feet of said landscaped area may be part of the required depth of each abutting parking space.
5. Interior landscaped islands shall be provided between every ten parking spaces. Each interior island shall be not less than six feet in width. Each interior island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass, and mulch. Any hedge materials located within an interior landscaped island shall be maintained at a height of not more than 24 inches.
6. Terminal landscaped islands shall be provided at the end of each parking row. Full terminal landscaped islands shall be not less than ten feet in width and two parking spaces in length. Other terminal landscaped islands shall be not less than ten feet in width and one parking space in length. The length of these islands may be five feet less than the required parking space

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length. Each terminal island shall contain not less than one shade tree per 18 feet in length and a combination of shrubs, ground cover, grass and mulch.

7. Interior landscaped medians shall be provided between every interior row of parking spaces and not less than six feet in width. Interior medians shall be landscaped with not less than one shade tree every 20 linear feet thereof planted singly or in clusters provided that no trees shall be located more than 50 feet apart and a combination of shrubs, ground cover, grass and mulch. Trees shall be planted between parking spaces as shown on Landscaping Exhibit C, Example of Commercial Development. Any hedge materials located within an interior landscaped median shall be maintained at a height of not more than 24 inches.
8. Not less than ~~50~~ 60 percent of trees used in parking area interior landscaping shall be shade trees.
9. Interior landscaped islands may be used for surface water storage under the following conditions:
 - a) Such islands shall be not less than ten feet in width.
 - b) The slope of the median shall not exceed 4:1, and no median shall be more than 1½ feet below the top of the pavement of the parking area.
 - c) Medians utilized for surface water storage shall be curbed with six-inch curbs with openings spaced to alleviate erosion of the island or median. Openings shall have erosion protection (i.e., concrete flumes with energy dissipators) installed from the top of the pavement of the parking area to the bottom of the swale.
 - d) If the median is designed for transmission of stormwater, the median shall contain raised inlets to provide retention; however, no organic mulch or small-leaf trees shall be permitted within the island or median.
 - e) Tree species planted in the median shall be proven adaptable to standing water.

Otherwise, interior and terminal landscaped islands and medians shall not be utilized for surface water storage and shall be filled or crowned.
10. Underground parking structures and multi-level parking structures shall have a landscaped buffer 20 feet in width on the front lot line. The landscaped buffer shall be measured at right angles to the property line unless a wider area is specified as part of the district regulations.

Refer to Landscaping Exhibit C, Example of Commercial Development.

Sec. 6.04.08. Development landscaping requirements.

- A. *Single-family and two-family development.* Single-family and two-family development either newly constructed or renovated at a cost of \$15,000.00 or more shall include one existing or planted tree for every 3,000 square feet of lot area or fraction thereof and per dwelling unit. At least one tree shall be located in the front yard and at least one tree shall be located in the rear yard. Trees shall be shown on a site plan.
- B. *Multi-family residential development.*

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1. Multi-family development shall provide a landscaped strip of land of not less than ten feet in width between the building walls and parking areas. Landscape materials shall be provided as follows:
 - a. The greater of one tree for every 20 linear feet of required landscape perimeter area, or one tree for every 200 square feet of planting area or a major portion thereof, with no less than 50 percent being shade trees, located between the building walls and parking areas; and
 - b. A hedge or other durable landscape barrier not less than three feet in height at installation placed in a continuous manner along the building walls.
 2. A landscaped strip of land not less than ten feet in depth shall be located between the abutting right-of-way and parking areas. Landscape materials shall be provided as follows:
 - a. The greater of one tree for every 25 linear feet of required landscape perimeter area, or one tree for every 250 square feet of planting area or major portion thereof, with no less than 75 percent being shade trees, located between the abutting right-of-way and parking area; and
 - b. A hedge, wall, berm or other durable landscape barrier not less than three feet in height at installation placed in a continuous manner along the building walls; and
 - c. A combination of grass, ground cover, or other landscape treatment excluding paving which covers the remainder of the landscaped strip.
 3. All property excluding the required landscape strip lying between the building and parking area and between the right-of-way and parking area shall be landscaped with grass or other ground cover.
 4. Multi-family residential development shall provide not less than one tree for each 1,500 square feet, or fraction thereof, of development site.
 5. Not less than 20 percent of the development site shall be landscaped.

Refer to Landscaping Exhibit E, Example of Multi-Family Development.

- C. *Commercial and other non-residential development.* A commercial or other non-residential development being either new development, renovation development, or vacant development shall include one existing or planted tree for every 2,500 square feet, or fraction thereof, of the development site. Not less than 20 percent of the development site shall be landscaped.
- D. *Large-Scale Commercial Development (LCD).* An LCD which requires more than 200 parking spaces shall include a landscape strip with a landscape berm between the parking area and the fronting street of a width of not less than 20 feet. The height of the berm shall be lowered at driveway entrances to accommodate a monument sign and to promote vehicle safety. All trees to be located within this strip shall be not less than 16 feet high at installation with a spread of six feet. Required landscape materials, including shrubs, may be clustered along said landscape berm.

Sec. 6.04.09. Variance appeal to board of adjustment.

A variance appeal to landscape code is forth in section 8.07.00.

Sec. 6.04.10. Loading, storage, mechanical equipment, solid waste disposal facilities and other service function areas.

- A. *Purpose and intent.* The negative visual impacts of service function areas within commercial and non-residential development that may detract or affect the streetscape, landscape or the overall community image shall be minimized.
- B. *Buffering and screening.* Loading areas or docks, outdoor storage, trash collection, mechanical equipment, trash compaction, truck parking, recycling, rooftop equipment and other service function areas shall be fully screened and out of view from adjacent properties at ground view level when located along primary facades or within view of public rights-of-way or residentially zoned properties.
- C. *Materials and design.* Screening materials for and the design of service function areas shall be consistent with design treatment of the primary facades of commercial or non-residential development including its landscaping.

EXHIBIT A

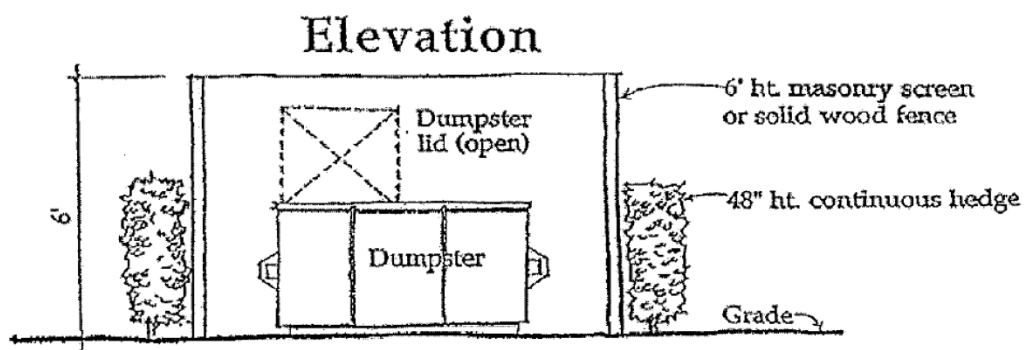
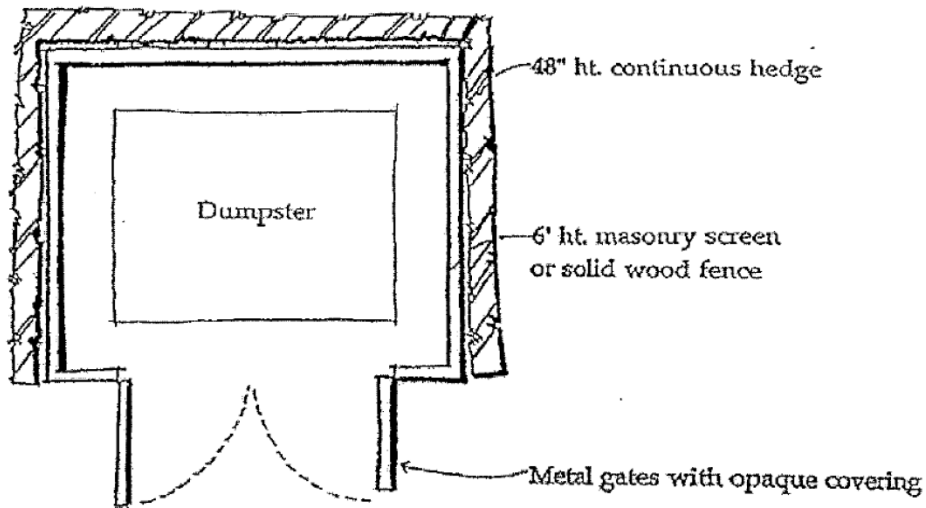


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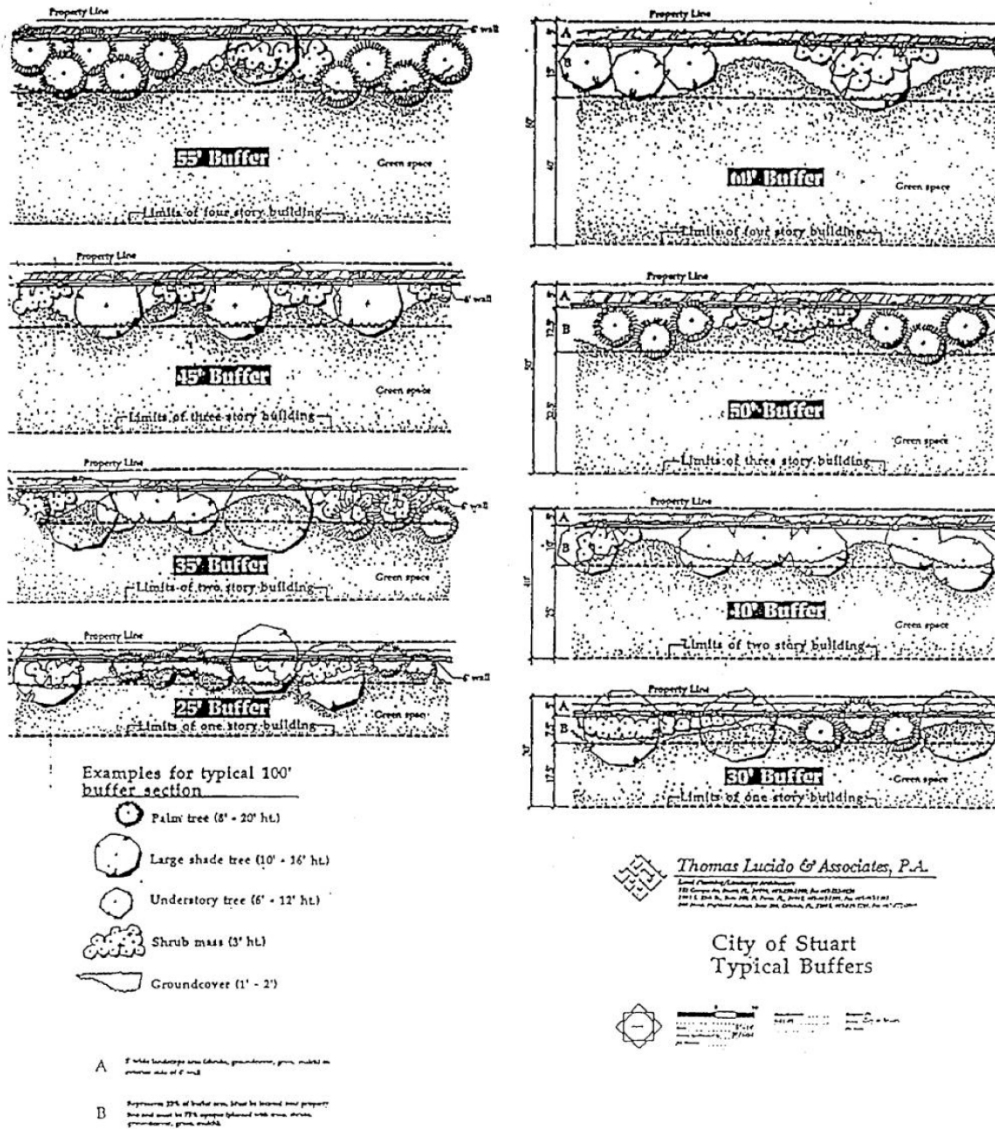


EXHIBIT C

Terminal Island (shrub, groundcover, grass, & mulch)

Commercial Building

5' wide landscape area

1 tree per terminal island

5' min.

Hedge (12' hl, planted 2' o.c.)

Trees 30' o.c.

Groundcover (planted along 25% of)

Interior median trees 25' o.c.

Edge of parking area

Trees adjacent to ROW 30' o.c.

Groundcover (planted along 25% of total LF)

Hedge (12' hl, planted 2' o.c.)

ROW

Access Drive

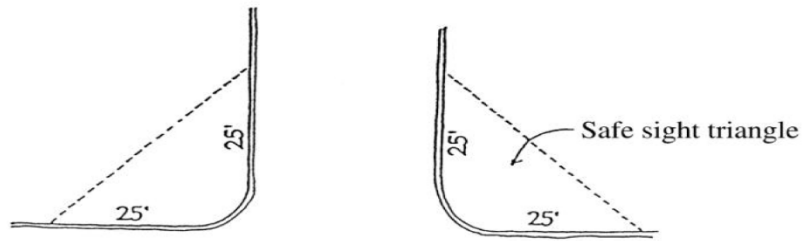
Dumper (see exhibit)

Thomas Lucido & Associates, P.A.

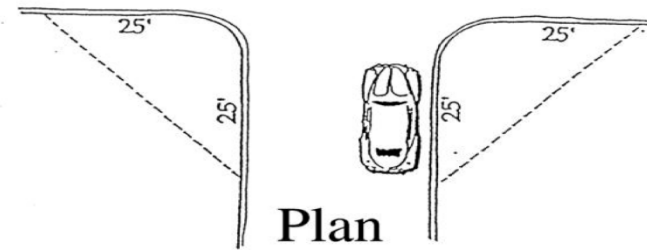
Local Planting/Landscape Architects
323 Georgia St., Ste. 100, Ft. Myers, FL 33901, (813) 224-1100, Fax (813) 224-1020
1401 E. 2nd St., Suite 100, Ft. Myers, FL 33901, (813) 224-1100, Fax (813) 224-1020
1000 Central Expressway, Suite 200, Orlando, FL 32816, (407) 224-1100, Fax (407) 224-1020

City of Stuart
Landscape Specifications
Commercial adjacent to
commercial

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Roadway



Plan
1"=20'

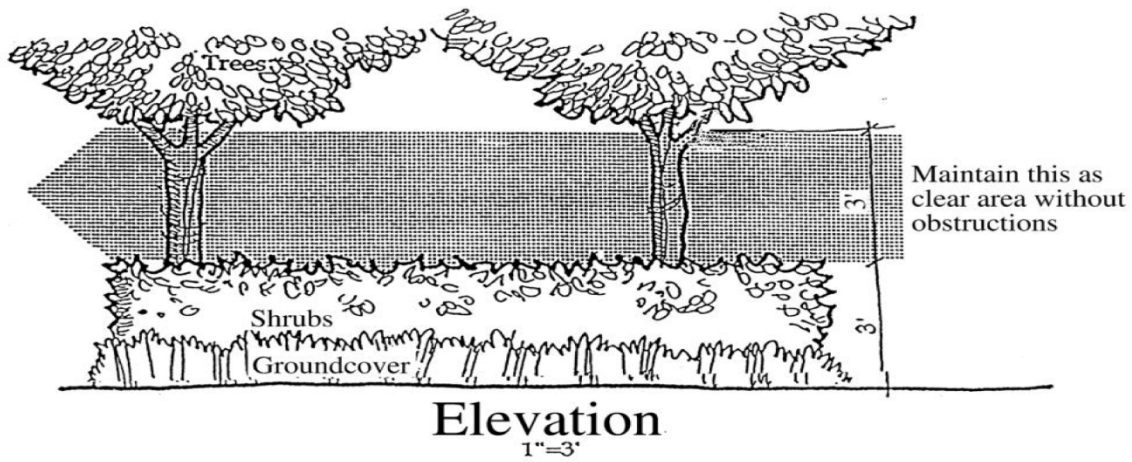
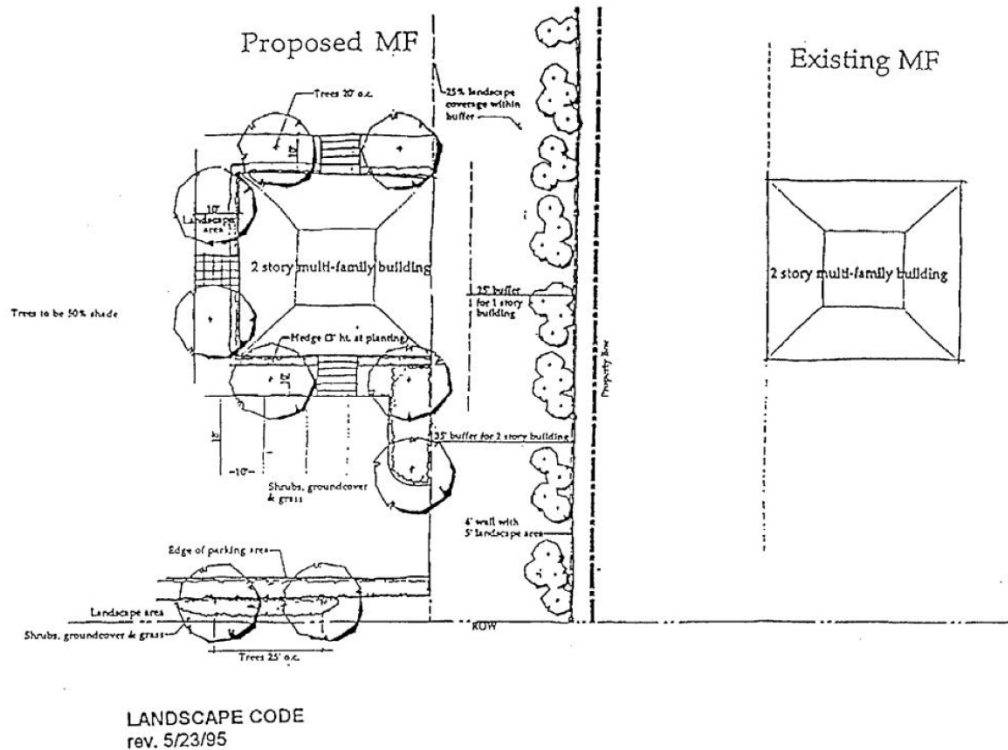


EXHIBIT E



Thomas Lucido & Associates, P.A.

Land Planning & Landscape Architecture
1500 University Avenue, Suite 200, Fort Lauderdale, FL 33304-4000
Phone: (954) 574-1100, Fax: (954) 574-1101
Email: info@thomaslucido.com, www.thomaslucido.com

City of Stuart
Landscape Specifications
MF adjacent to MF

6.05.00. COMMERCIAL DEVELOPMENT STANDARDS

- A. *Purpose and intent.* The purpose of this section is to supplement the development regulations of this Code with specific regulations for commercial development. Commercial development depends upon high visibility from major public streets. Consequently, the design of commercial development determines much of the image and attractiveness of the streetscapes and character of a community. Massive or generic developments that do not contribute to, or integrate with, the community in a positive manner can be detrimental to a community's image and sense of place. The goal of this section is to create and maintain a positive ambiance and strong community image and identity by providing for architectural and site design treatments which will enhance the visual appearance of commercial development in the city while still providing for design flexibility. These standards are intended to enhance the quality of life in the city.

The prominent styles of architecture in the city include a blend of the Spanish Mediterranean with barrel tile roofs, stucco facades, arches and wood accent members used as typical details and the Florida Cracker style with metal roofs and covered porches. While no particular style of architecture is prohibited

herein, the above styles and the interpretation or blending of characteristics associated with these styles are encouraged.

This section provides for a basic level of architectural design with site design features which incorporate safe and convenient vehicular use areas and pedestrian ways and landscaping, lighting and signage treatments intended to result in a comprehensive plan for building design and site development. These regulations are intended to promote the use of crime prevention through environmental design principals including visibility for law enforcement and other people in the area, natural surveillance by placing areas of activity where they can be seen by law enforcement and the public, and defensible space by designing areas which people will take as their own and not be willing to relinquish to undesirable activities.

B. *Application of section.*

1. The provisions of this section 6.05.00 shall apply to a commercial development regardless of the comprehensive plan designation and zoning district classification of said land.
2. The provisions of this section shall apply to commercial development as new development or as renovation development as these terms are defined in chapter XII of this Code for which a complete application for site plan approval has not been received by the city development department prior to July 1, 1999, or the construction of which has not begun by July 1, 2000.
3. The provisions of this section shall apply to a commercial development which is a vacant development as of July 1, 1999.
4. The provisions of this section shall apply to all buildings and structures within commercial properties.

C. *Administrative modification.* The city development director may allow the use of alternative design standards to modify, to the least extent possible, the supplemental commercial design standards contained herein if the use of such alternative design standards meets the full intent of the supplemental commercial design standards and applicable policies of the city's comprehensive plan.

(Ord. No. 1700-99, 12-18-99)

D. *Standards supplemental.* The provisions of this section shall be deemed to be supplemental to other applicable provisions of this Code. In cases of conflict, the provisions of this section shall prevail, unless the conflicting provisions are within the Urban District Code, East Stuart District Code or S.E. Ocean Boulevard Overlay Zone, in which case, those provisions shall prevail.

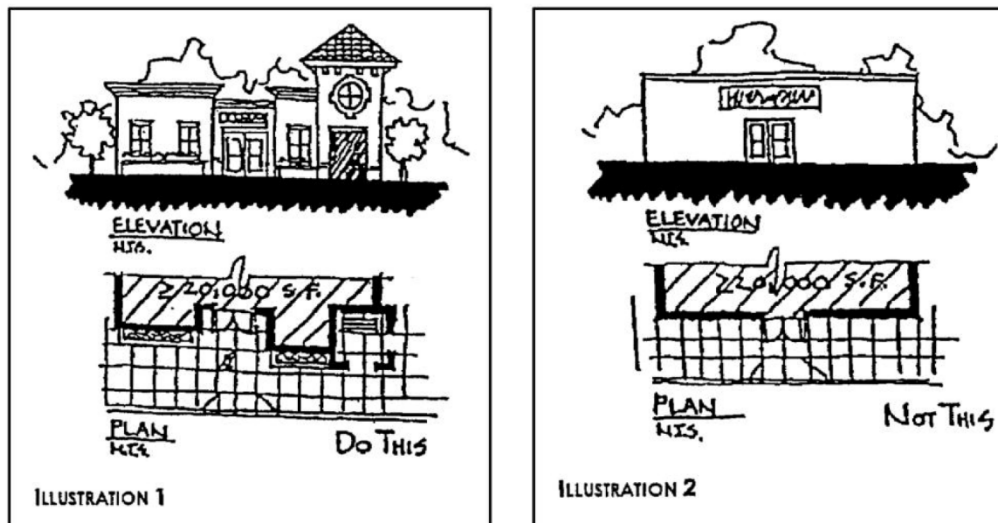
Sec. 6.05.01. Types of commercial development.

All types and sizes of commercial development are regulated by the standards included in this section. As used in this section the term "large scale commercial development," hereinafter "LCD," means including any commercial or other non-residential development of greater than 20,000 square feet in gross building area. In the case of multiple buildings within the same commercial or other non-residential development, including planned unit developments, phased developments and outparcels in different ownership than the primary parcel, the total square footage of all buildings shall comprise the gross building area.

When making a determination as to whether or not a particular development constitutes an LCD, the city development director shall consider the design of facilities and site components which are likely to be shared with the development of other properties, including, but not limited to, parking, drainage, vehicular access, native preservation and common areas.

Sec. 6.05.02. Building design and location.

- A. *Purpose and intent.* All commercial buildings shall be designed to maintain and enhance the attractiveness of the streetscape and the existing architectural design of the community. Buildings shall have architectural features and patterns that provide visual interest from the perspective of the pedestrian, reduce massing and recognize local character. Facades shall be designed to reduce the mass or scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. The building's mass shall be varied in height and width so that it appears to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian (see illustrations 1 and 2).

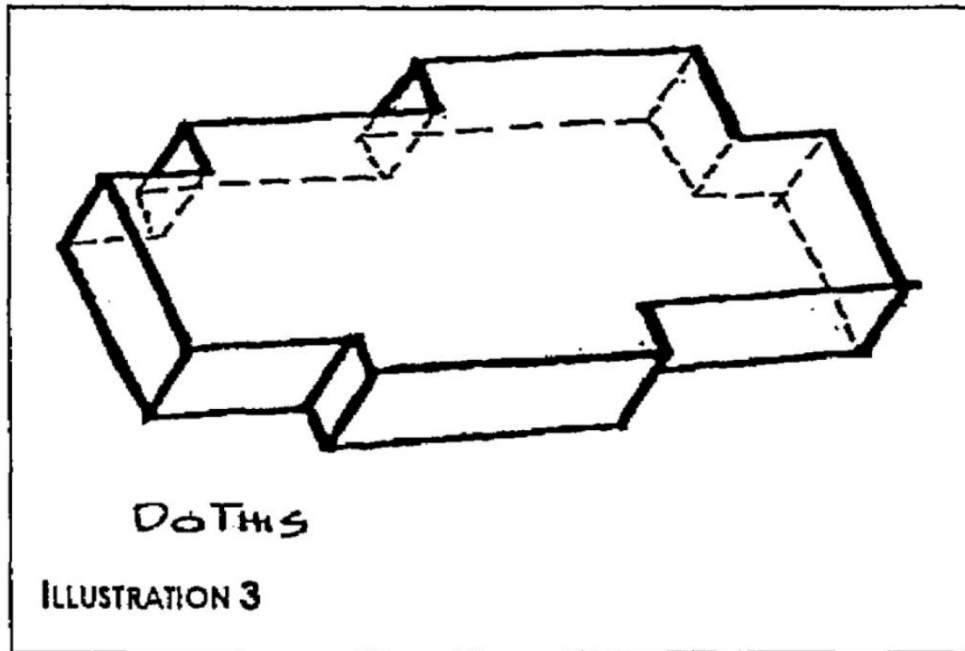


Corner lots at an intersection of two or more arterial or collector roads shall be designed with additional architectural embellishments, such as corner towers or other design features, to emphasize their location as gateways and transition points within the community.

B. *Building location.*

1. For all roadways excluding SE Ocean Blvd., Osceola Street and SR 707/Dixie Highway, the distance between the primary front facade of a commercial building and the nearest abutting right-of-way shall be as follows:
 - a. For all commercial development which is not more than 50,000 square feet, including LCDs, the setback of the primary front facade shall be not less than 20 feet but not more than 100 feet.
 - b. For a single-use LCD which is greater than 50,000 square feet, the setback of the primary front facade shall be not less than 20 feet but not more than 200 feet.

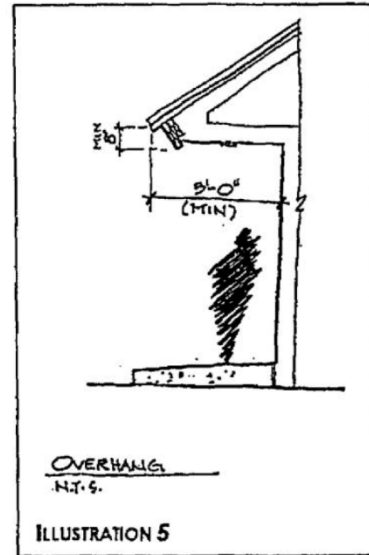
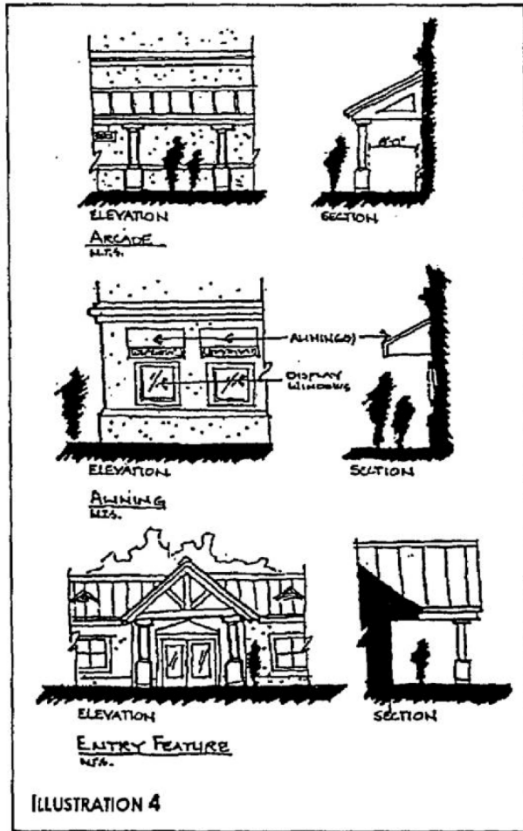
-
- c. For a multi-use LCD which is greater than 50,000 square feet, the setback of the primary front facade shall be not less than 20 feet but not more than 200 feet, provided however that the setback for any individual building within the LCD which is not more than 50,000 square feet, the setback of the primary front facade shall be not less than 20 feet but not more than 100 feet.
 - 2. For Osceola Street outside of the Urban District and SR 707/Dixie Highway outside of the Urban District or East Stuart District, the distance between the primary front facade of a commercial building and the nearest abutting right-of-way shall be not less than ten feet but not more than 50 feet.
- C. *Building orientation.* Building facades adjacent to an arterial or collector street shall either have windows along no less than 50 percent of their horizontal length or a primary customer entrance. Additional entrances and windows facing additional abutting public streets or adjacent buildings are encouraged. Buildings shall be oriented to maximize pedestrian access.
- D. *Facade design.* All primary facades of a building shall be designed with consistent architectural style, detail and trim features. The facades of all buildings shall also adhere to the requirements of this section with respect to architectural design treatments for primary facades.
- E. *Massing.* Primary facades shall be designed to employ the following design treatments on the ground floor.
- 1. No horizontal length or uninterrupted curve of a primary facade shall exceed 100 linear feet. For arcaded facades, no horizontal length or uninterrupted curve of the arcaded facade shall exceed 120 feet. Varied lengths are desirable. Projections and recesses shall have a minimum depth of three feet with 25 percent of these having a varied length with a minimum differential of one foot (see illustration 3).
 - 2. A single wall plane shall not constitute more than 60 percent of each affected ground floor primary facade.



NOTES: Horizontal length or uninterrupted curve of primary façade not to exceed 100 linear feet and of arcaded facade not to exceed 120 feet. Minimum depth of 3 feet for projections and recesses.

3. Primary facades on the ground floor shall have features along a minimum of 50 percent of their horizontal length. These features include, but are not limited to, arcades a minimum of eight feet clear in width, display windows, entry areas and other such design elements. Awning areas shall be excluded from this calculation unless associated with windows or doors and are in increments of ten feet in length or less.
- F. *Other design standards.* Commercial development which is not an LCD shall provide a minimum of four of the following building design treatments. For an LCD, a minimum of five of the following building treatments shall be provided (see illustrations 4 and 5).
1. Overhangs;
 2. Arcades, minimum of eight feet clear in width;
 3. Sculptured artwork;
 4. Raised cornice parapets over doors;
 5. Peaked roof forms;
 6. Display windows;
 7. Ornamental and structural architectural details, other than cornices, which are integrated into the building structure and overall design;
 8. Clock or bell towers;
 9. Decorative light fixtures;

10. Decorative landscape planters or planting areas, a minimum of five feet wide, and areas for shaded seating consisting of a minimum of 100 square feet;
11. Integration of specialty pavers, or stamped, colored concrete along the building's walkway to constitute a minimum of 60 percent of walkway area; or
12. Water elements, a minimum of 150 square feet in area.



G. *Building architectural elevations for transition between non-residential and residential uses.*

1. That portion of a proposed non-residential building or multi-family residential building that will face an adjacent residential use shall be architecturally designed to be harmonious with and complementary to the adjacent residential use in terms of building elevations, architectural materials and roof lines. Harmony may require a reduction in the mass of the non-residential building or the size of that portion of the non-residential building that is nearest the residential use. Harmony may also require a reduction in wall heights, articulation of wall and roof planes, and architectural decoration.
2. Windows at the second floor and above of a proposed non-residential building or multi-family residential building shall be oriented and designed so as to preclude a direct line of sight onto adjacent residential uses within 50 feet of the common boundary.
3. No overhead doors or loading areas shall be designed along the common boundary side of the proposed non-residential building.

4. Roof-mounted equipment on a proposed non-residential building shall be visually screened from the first and second floor of an adjacent residential use or residential zoning district and from public right-of-way.
- H. *Noise.* On a proposed non-residential use or multi-family use property all mechanical, electrical, and communications equipment shall be located, designed and screened to minimize noise emanating from the common boundary.

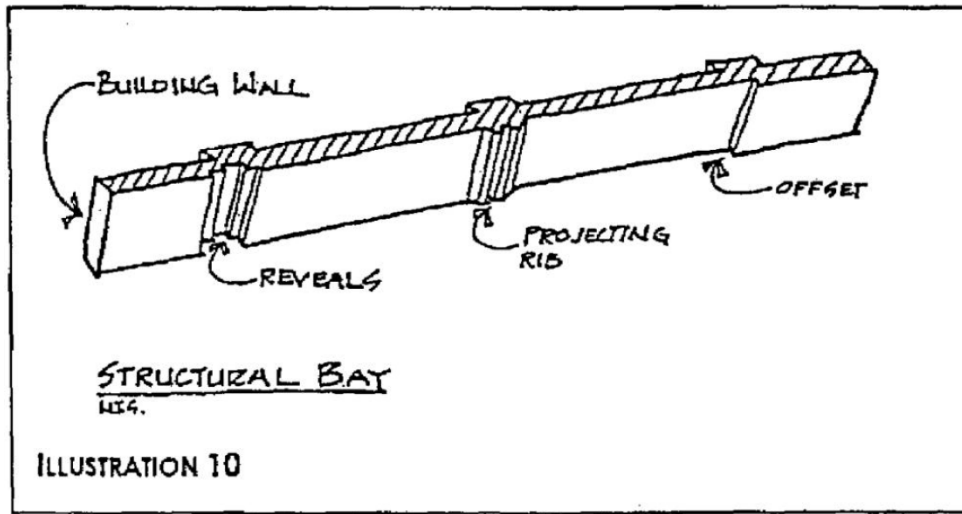
Sec. 6.05.03. Detail features for all commercial developments.

- A. *Purpose and intent.* The design elements in the following standards shall be integral parts of the building's primary facades and shall be integrated into the overall architectural style. These elements shall not consist solely of applied graphics or paint.
- B. *Blank wall areas.* Blank wall areas shall not exceed ten feet in vertical direction and 20 feet in horizontal direction of any facade. Control and expansion joints within this area shall constitute blank wall area unless used as a decorative pattern and spaced at intervals of six feet or less. Relief and reveal work depth must be a minimum of one-half inch (see illustration 9).



- C. *Repeating facade treatments.* Primary facades shall include a repeating pattern and shall include no less than three of the design elements listed below. At least one of these design elements shall repeat horizontally. All design elements shall repeat at intervals of no more than 30 feet, either horizontally or vertically.
 1. Color change;

2. Texture change;
3. Material module change;
4. Expression of architectural or structural bays, through a change in plane of no less than 12 inches in width, such as a reveal, an offset, or a projecting rib (see illustration 10);
5. Architectural banding;
6. Building setbacks or projections, a minimum of three feet in width on upper levels; or
7. Pattern change.



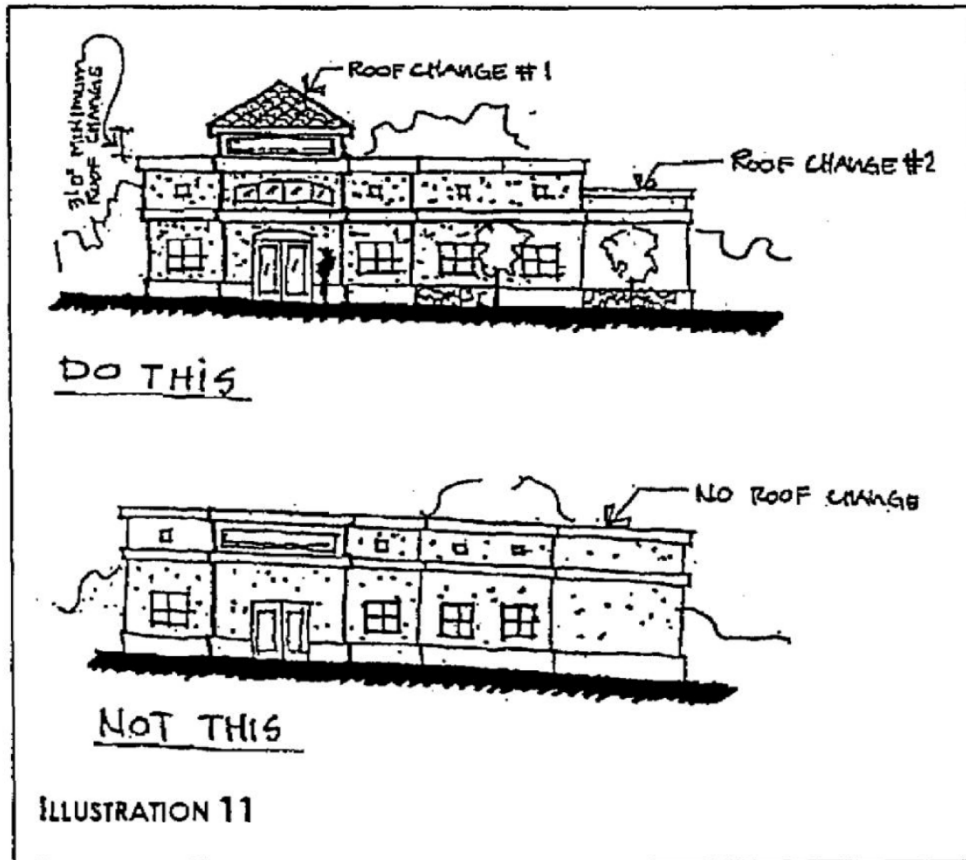
Sec. 6.05.04. Additional facade design treatments for multiple-use buildings.

- A. *Purpose and intent.* The presence of buildings with multiple tenants creates variety, breaks up large expanses of uninterrupted facades and expands the range of onsite activities. Windows and window displays of such stores shall be used to contribute to the visual interest of exterior facades. The standards in this section are directed toward those situations where more than one retailer, with separate exterior customer entrances, is located within the principal building.
- B. *First floor primary facade treatment.* The first floor of the primary facades of such multi-use buildings shall, at a minimum, utilize windows between the heights of three feet and eight feet above the walkway grade for no less than 50 percent of the horizontal length of the building facade. Windows shall be recessed, a minimum of one-half inch, and shall include visually prominent sills, shutters, stucco reliefs or other such forms of framing.

Sec. 6.05.05. Roof treatments for all commercial development.

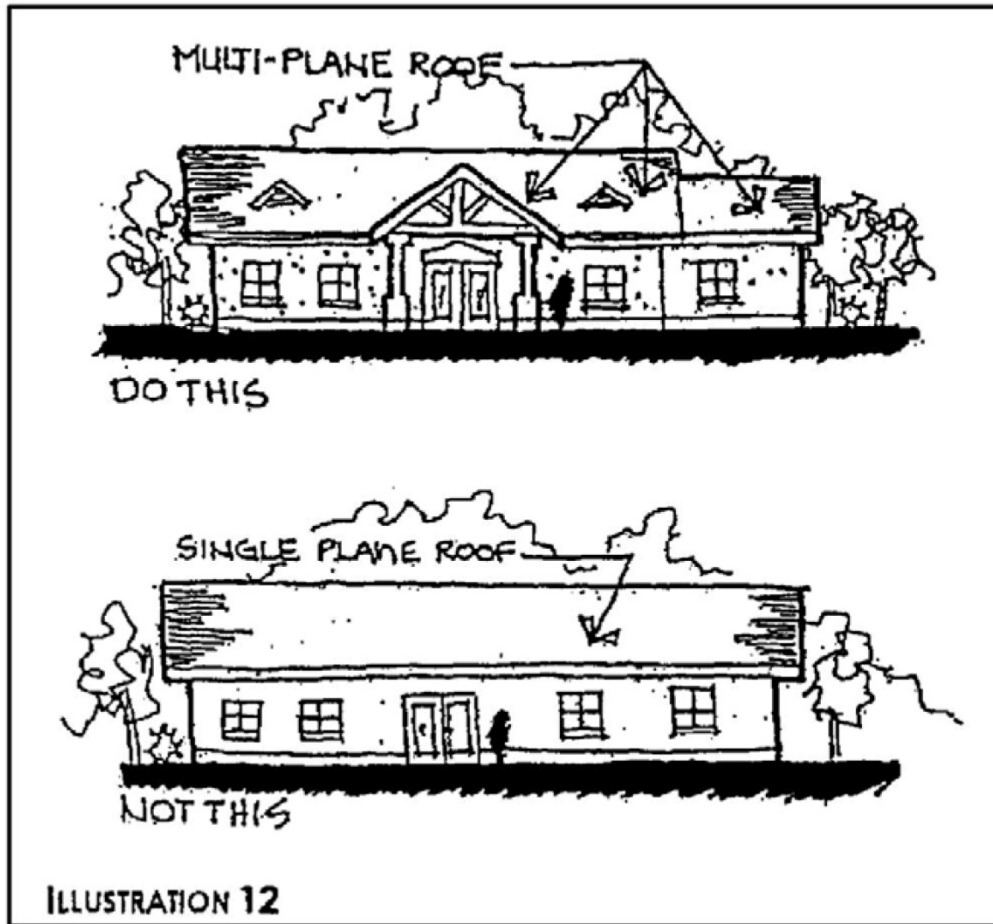
- A. *Purpose and intent.* Variations in roof lines shall be used to add interest to and reduce the massing of buildings. Roof features shall be in scale with building mass and shall complement the character of adjoining or adjacent buildings and neighborhoods. Roofing material shall be constructed of durable high quality materials in order to enhance the appearance and attractiveness of the community.

- B. *Roof edge and parapet treatment.* At a minimum of two locations, the roof edge or parapet shall have a vertical change from the dominant roof design which is a minimum of three feet. At least one such change shall be located on a primary facade adjacent to a collector or arterial right-of-way (see illustration 11).



Roofs shall meet at least two of the following requirements:

1. Parapets shall be used to conceal roof top equipment and flat roofs;
2. Where overhanging eaves are used, overhangs shall be no less than three feet beyond the supporting walls with a minimum fascia of eight inches;
3. Three or more roof slope planes per primary facade (see illustration 12);
4. Sloping roofs, which do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every three feet of horizontal run and less than or an average slope equal to one foot of vertical rise for every one foot of horizontal run;
5. Three-dimensional cornice treatment which shall be a minimum of 12 inches in height with a minimum of three reliefs; or
6. Additional vertical roof changes with a minimum change in elevation of two feet.



C. *Prohibited roof types and materials.* The following types of materials are prohibited:

1. Asphalt shingles, except laminated, 320-pound, 30-year architectural grade asphalt shingles or better;
2. Mansard roofs and canopies without a minimum vertical distance of eight feet and at an angle not less than 25 degrees, and not greater than 70 degrees;
3. Roofs utilizing less than or equal to a two to 12 pitch utilizing full parapet coverage; and
4. Back-lit awnings used as a mansard or canopy roof.

Sec. 6.05.06. Entryways and customer entrance treatments.

- A. *Purpose and intent.* Entryway design elements and variations shall give protection from the sun and adverse weather conditions. These elements shall be integrated into a comprehensive design style for the project.
- B. *Single use LCD.* A single-use LCD shall include the following:
1. Single-use LCD buildings shall have clearly defined, highly visible customer entrances.

-
2. An outdoor patio area adjacent to the customer entrance shall be provided of a minimum of 200 square feet in area which incorporates the following:
 - a. Benches or other seating components;
 - b. Decorative landscape planters or wing walls which incorporate landscaped areas; and
 - c. Structural or vegetative shading.
 - d. For a single-use LCD which is greater than 100,000 square feet, a minimum of one percent of the total gross floor area of the building or commercial project shall be dedicated to community space. Said community space shall be located off or adjacent to the circulation path of the complex or main structure and shall incorporate benches or other seating components.
- C. *Multi-use LCD.* A multi-use LCD shall include the following:
1. Anchor tenants shall provide clearly defined, highly visible customer entrances.
 2. An outdoor patio area adjacent to the customer entrance shall be provided of a minimum of 200 square feet in area which incorporates the following:
 - a. Benches or other seating components;
 - b. Decorative landscape planters or wing walls which incorporate landscaped areas; and
 - c. Structural or vegetative shading.
 3. Any building within a multi-use LCD which is greater than 100,000 square feet, a minimum of one percent of the total gross floor area of the building or commercial project shall be dedicated to community space. Said community space shall be located off or adjacent to the circulation path of the complex or main structure and shall incorporate benches or other seating components.

Sec. 6.05.07. Materials and color for all commercial development.

- A. *Purpose and intent.* Exterior building colors and materials contribute significantly to the visual impact of a building on the community. They shall be well-designed and integrated into a comprehensive design style for the project.
- B. *Exterior building material standards.* The following standards shall apply to all buildings within a commercial or non-residential development.
1. Predominant exterior building materials shall include, but are not limited to:
 - a. Stucco;
 - b. Brick;
 - c. Tinted or textured concrete masonry units, but not including smooth or rib-faced concrete block; or
 - d. Stone, excluding ashlar or rubble construction look.
 2. Predominant exterior building materials that are prohibited include:
 - a. Plastic siding;

- b. Corrugated or reflective metal panels;
 - c. Tile;
 - d. Smooth or rib-faced concrete block; and
 - e. Applied stone in an ashlar or rubble look.
3. Exterior building materials, windows, and doors shall include those materials that contain or attenuate noise within the structure, such that with any operable windows and doors, open or shut, the sound pressure level does not exceed the limits established in section 20-151(a) and (b) of the City Code of Ordinances.

(Ord. No. 2097-07, § 2, 1-22-07)

- C. *Predominant exterior color.* All building or structure wall colors shall be restricted to muted pastel or earth-tone shades. The use of black or florescent colors is prohibited as a predominant exterior building color.
- D. *Interior building material standards.* The following standards shall apply to all buildings within a commercial or non-residential development.
- 1. Predominant interior building materials shall include, but are not limited to:
 - a. Sound attenuating materials, deployed so as to meet the requirements of section 20-151(a) and (b) of the City Code of Ordinances.

(Ord. No. 2097-07, § 3, 1-22-07)

6.06.00. GREEN DEVELOPMENT

- A. *Purpose.* The intent of this section is to provide a scope of measurement for the incorporation of green development standards and elements and to make available a mechanism whereby green building elements may be credited to new and renovation development within the city.
- B. *Standards.* In the event that new development or renovation development projects meet or exceed the city's green development standards by designing, constructing, implementing and continually maintaining the minimum points requirements based upon the LEED® points systems as outlined in Table 6.06.00 B.1 below, such projects shall be granted incentive credit measure(s) identified at in 6.06.00.C of this Code, which shall be permitted subject to limitation by, and prior approval of the development director.

Table 6.06.00.B.1

Minimum points required to qualify for incentive credit measure(s)

Type of Construction	City of Stuart Qualification Minimum Points Required
EXISTING (LEED-EB for Existing Buildings®) ¹	17 LEED® points
NEW (LEED-NC for New Construction®) ²	14 LEED® points
RESIDENTIAL (LEED-H for Homes®) ³	26 LEED® points
NEIGHBORHOOD (LEED-ND for Neighborhood®) ⁴	21 LEED® points

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(Supp. No. 16)

COMMERCIAL INTERIORS (LEED-CI® for Commercial Interiors) ⁵	11 LEED® points
BUILDING SHELL (LEED-CS® for Core and Shell) ⁶	12 LEED® points

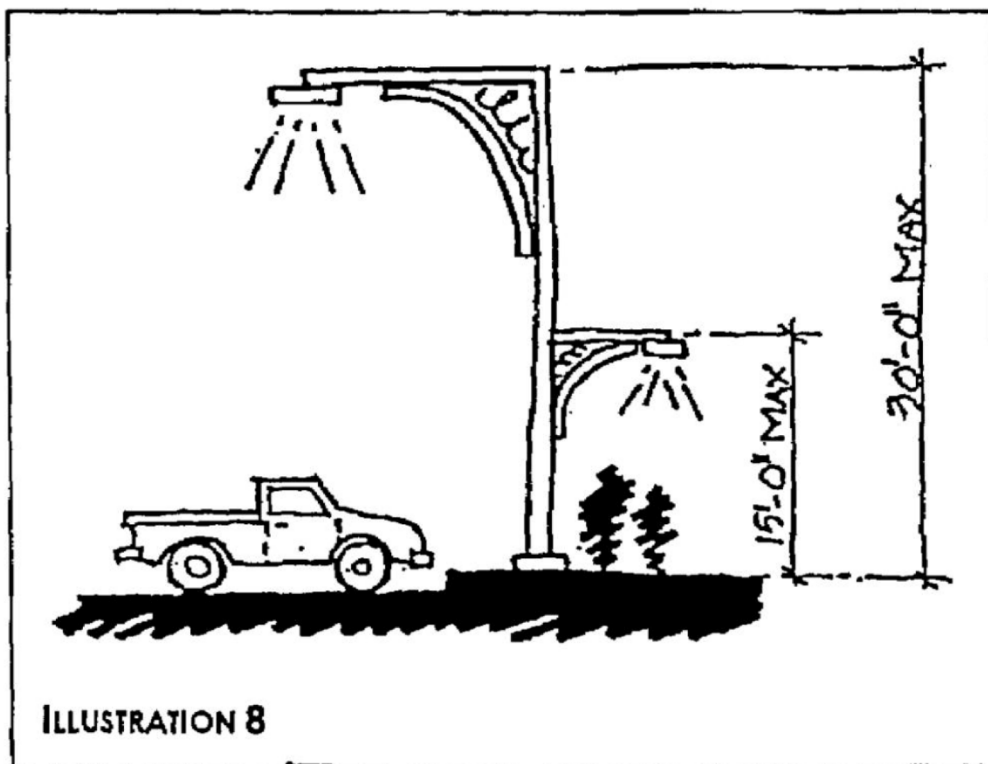
Notes:

1. LEED®-EB Green Building Rating System For Existing Buildings, Upgrades, Operations and Maintenance, Version 2.0, July 2005, as amended.
 2. LEED®-NC Green Building Rating System For New Construction & Major Renovations Version 2.2, October 2005, as amended.
 3. LEED®-H Green Building Rating System For Homes Pilot version 1.11a, February 2007, as amended.
 4. LEED®-ND Green Building Rating System For Neighborhood Development, Pilot Version, February 2007, as amended.
 5. LEED®-CI Green Building Rating System For Commercial Interiors, Version 2.0, December 2005, as amended.
 6. LEED®-CS Green Building Rating System For Core and Shell Development, Version 2.0, July 2006, as amended.
- C. *Incentive credit measures.* Incentive credits shall be granted subject to full documentary evidence being provided to the satisfaction of the development director, prior to submission of the appropriate development permits. The city requires a pre-application meeting for the purposes of a "green review," and confirming through a development or other agreement, that the minimum required LEED® points will be incorporated into the development and maintained in perpetuity, subject to the following:
1. For the purpose of allowing the orientation of a building to take full benefit of available natural resources, and to accommodate architectural variation and innovation, an administrative variance may be granted concurrently to a site permit subject to the requirements of section 8.04.08.
 2. For the purpose of further expediting the appropriate development review process for projects and developments that qualify as "green developments" in accordance with the requirements of Table 6.06.00 B.1, and which have completed a pre-application review with City of Stuart building official and development staff, the developer shall receive written confirmation that the project meets or does not meet the city's qualification requirements for green development and shall be furnished an anticipated expedited review timeline, within two working days of submittal.

(Ord. No. 2113-07, § 2, 7-23-07)

6.07.00. LIGHTING

- A. *Purpose and intent.* All commercial development shall be designed to provide safe, convenient and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site. The lighting and lighting fixtures shall be integrated and designed so as to enhance the visual impact of the project on the community.
- B. *Shielding.* Lighting shall be designed so as to prevent direct glare, light spillage and hazardous interference with automotive and pedestrian traffic on adjacent streets and all adjacent properties.
- C. *Fixture height.* Lighting fixtures shall be a maximum of 30 feet in height within a parking lot and shall be a maximum of 15 feet in height within non-vehicular pedestrian areas (see illustration 8).



- D. *Design.* Lighting shall be used to accent key architectural elements and to emphasize landscape features. Light fixtures shall be designed as an integral design element that complements the design of the project through style, material or color.
- E. Lighting details shall be exhibited on all landscape plans and reviewed for public safety concerns in accordance with site plan review procedures.
- F. Lighting on a proposed non-residential or multi-family residential use shall be designed and installed so the light source does not shine directly onto adjacent residential uses or a residential zoning district. Light emanating from a proposed non-residential or multi-family residential use shall not

exceed 0.2 footcandles as measured at the common boundary. Light fixtures located in parking areas adjacent to residential uses or residential zoning districts shall not exceed 15 feet in height.

6.08.00. DUMPSTER AND RECYCLING

Sec. 6.08.01. Solid waste and recycling container standards.

- A. *Purpose and intent.* The purpose of this section is to supplement the development regulations of this Code with specific regulations providing solid waste and recycling minimum container standards (Table Inset). Carts, dumpsters, compaction, roll-off and other solid waste containers shall meet or exceed the city's solid waste and recycling minimum container standards, as set forth herein, thereby creating and maintaining a positive ambiance and strong community image and identity. Solid waste container enclosures or service function areas shall use specific design standards (Illustrations Inset 14-19). By using these standards, it is the city commission's intent to enhance the visual appearance of the city while providing for design flexibility. All of these regulations are intended to enhance the quality of life in the city.
- B. All single-family and duplex residential units shall have at a minimum, the solid waste collection carts provided by the city. If the city's carts are lost, stolen, or materially damaged, such carts shall be replaced at the property owner's expense. For the convenience of the city, the city may replace such carts at no expense to the property owner, based upon newer models, or normal wear and tear.
- C. The provisions of this section shall apply to commercial, non-residential and multi-family development constructed as new development or as renovation development, as those terms are defined in chapter XII of this Code, for which a complete application for site plan approval has not been received by the city development department prior to December 31, 2010, or for which a building permit has not been obtained by January 31, 2011. Commercial and multi-family units shall not require dumpsters (or dumpster enclosures or service function areas) if the amount of solid waste generated does not exceed 190 gallons per week (2 carts x 95 gallons per cart), and if the amount of recycled materials does not exceed 130 gallons per week (2 carts x 65 gallons per cart). If city containers or carts are lost, stolen, or materially damaged, they shall be replaced at the property owner's expense. For the convenience of the city, the city may replace such carts or containers at no expense to the property owner, based upon newer models, or normal wear and tear.
- D. Commercial, non-residential, and multi-family residential development trash collection containers, including carts, dumpsters and compaction and roll-off containers shall have enclosures, which are sometimes referred to in this Code as service function areas. Said service function areas shall be constructed in accordance with the city's solid waste and recycling minimum container standards as shown in Illustrations Inset 14 through 20, inclusive. Such carts, dumpsters and compaction and roll-off containers shall meet or exceed the city's solid waste and recycling minimum container standards, shown immediately below:

Solid Waste and Recycling Minimum Container Standards

Establishment	Class I Garbage	Recycling
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Single-family, detached residential	95-gallon green cart	65-gallon blue cart
Duplex residential, per unit	95-gallon green cart	65-gallon blue cart
Multi-family residential, per unit	95-gallon green cart or dumpster equivalent at 0.01 cubic yards per unit	65-gallon blue cart or dumpster equivalent at 0.01 cubic yards per unit
Nonresidential, per square foot of floor area	Estimated Annual Volume	Estimated Annual Volume
Convenient store	Dumpster at 0.19 cubic yards per square foot	Cardboard dumpster at 0.02 cubic yards per square foot plus two 95-gallon blue carts
Retail shop	Dumpster at 0.05 cubic yards per square foot	Cardboard dumpster at 0.02 cubic yards per square foot plus two 95-gallon blue carts
Restaurant	Dumpster at 0.14 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts
Fast food restaurant	Dumpster at 0.20 cubic yards per square foot	Cardboard dumpster at 0.02 cubic yards per square foot plus two 95-gallon blue carts
Commercial/shopping center 25,001—50,000 SF	Multiple dumpsters at 0.05 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Commercial/shopping center 50,001—100,000 SF	Multiple dumpsters at 0.03 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Commercial/shopping center 100,001—200,000 SF	Multiple dumpsters/compactor at 0.03 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Commercial/shopping center 200,001—400,000 SF	Multiple dumpsters/compactor at 0.03 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Commercial/shopping center 400,001+ SF	Multiple dumpsters/compactor at 0.04 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Office under 10,000 SF	Dumpster at 0.02 cubic yards per square foot	two 95-gallon blue carts
Office 10,001—25,000 SF	Dumpster at 0.02 cubic yards per square foot	two 95-gallon blue carts

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Office 25,001—50,000 SF	Multiple dumpsters/compactor at 0.01 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus three 95-gallon blue carts at each enclosure
Office 50,001—100,000 SF	Multiple dumpsters/compactor at 0.01 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus three 95-gallon blue carts at each enclosure
Office 100,001+ SF	Multiple dumpsters/compactor at 0.01 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus three 95-gallon blue carts at each enclosure
Medical-dental office	Dumpster at 0.03 cubic yards per square foot	two 95-gallon blue carts
Hospital	Multiple dumpsters/compactor at 0.03 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus three 95-gallon blue carts at each enclosure
Business park	Multiple dumpsters/compactor at 0.02 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Mini-warehouse	Dumpster at 0.01 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts
Warehouse	Dumpster at 0.02 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts
Manufacturing	Dumpster at 0.02 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts
Light industrial	Dumpster at 0.02 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts
Nursing home	Multiple dumpsters at 0.02 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Day care	Dumpster at 0.02 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts
High school	Multiple dumpsters/compactor at 0.04 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure

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Middle school	Multiple dumpsters/compactor at 0.04 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Elementary school	Multiple dumpsters/compactor at 0.04 cubic yards per square foot	Multiple cardboard dumpsters at 0.01 cubic yards per square foot plus two 95-gallon blue carts at each enclosure
Lodging	Dumpster at 0.02 cubic yards per square foot	Cardboard dumpster at 0.01 cubic yards per square foot plus two 95-gallon blue carts

- E. *Materials and design standards.* Screening materials for, and the design of, enclosures or service function areas, including the landscaping, shall be consistent with or complimentary to the design treatment of the primary facades of commercial, non-residential and multi-family residential development structures, and shall meet the minimum requirements of the Florida Building Code. Such enclosures shall be constructed on three sides with concrete, concrete block, pre-fabricated concrete panels, wooden fence, or other materials approved by the city, and on the fourth side with a closable and lockable gate that is opaque or has opaque inserts.

ILLUSTRATIONS INSET 14—19





ILLUSTRATION #15

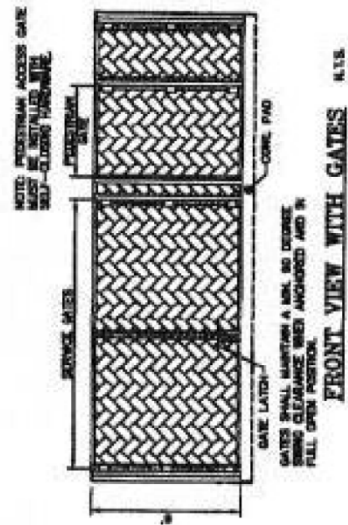
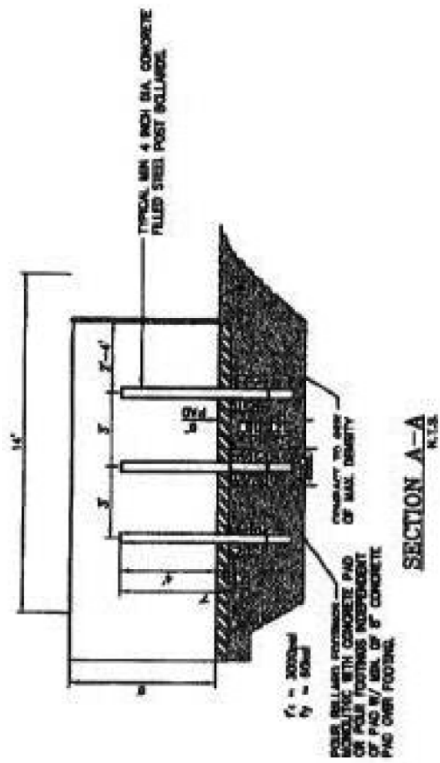
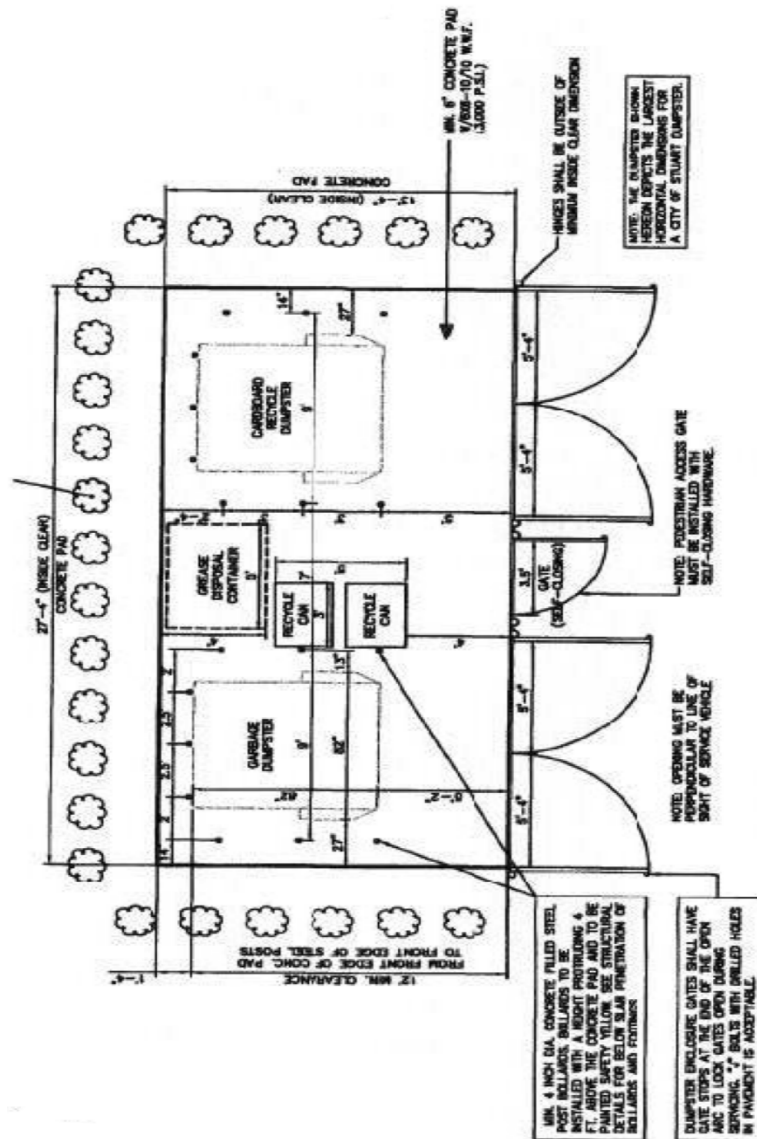


ILLUSTRATION #16



CITY OF STUART DUMPSTER ENCLOSURE - SITE DETAIL
DOUBLE DUMPSTER W/ RECYCLING
& GREASE DISPOSAL CONTAINER
N.T.S.

ILLUSTRATION #17



Sec. 6.09.02. General standards and requirements.

Not more than three accessory structures (excluding satellite television antenna systems, swimming pools, fences, walls, hedges, enclosures, and awnings), including a detached accessory dwelling unit, may be located on a parcel, provided that the following requirements are met:

- A. *Principal structure required.* No accessory structure shall be constructed unless there exists a permitted principal structure on the parcel, located in full compliance with all standards and requirements of this Code.
- B. *Compliance with requirements for principal structure required.* All accessory structures, including a detached accessory dwelling unit, shall comply with standards pertaining to the principal use, unless exempted or superseded elsewhere in this Code.
- C. *Location.*
 - 1. *Setbacks.* Accessory structures shall not be located between the front facade of the principal building and the front property line and shall only be permitted in side and rear yards, subject to minimum five-foot side and rear setbacks from the property line. On corner lots the side setback shall be ten feet.
 - 2. *Separation.* There shall not be less than five feet separation between an accessory structure and the principal building.
 - 3. *Size.* In a residential district the height of an accessory structure shall not exceed the height of the principal structure and the footprint of an accessory structure shall not exceed 50 percent of the footprint of the principal structure. The interior ceiling of the first floor of an accessory structure shall not exceed ten feet above the finished floor elevation.
 - 4. *Design.* The architectural design and materials shall be consistent with the principal structure, neighborhood and use conventional residential windows and doors.
- D. *Drainage calculations.* Accessory structures and detached accessory dwelling units shall be included in all calculations of impervious surface and stormwater runoff.
- E. *Detached accessory dwelling unit.* In addition to the general standards and requirements set forth above for accessory structures, a single detached accessory dwelling unit may be located on the same lot as a single-family detached home provided that the following requirements are met:
 - 1. A detached accessory dwelling unit shall not exceed one story in height. The unit may be located on a second story if the first story is utilized as a garage or storage facility.
 - 2. A detached accessory dwelling unit shall be set back from the side and rear property lines not less than five feet. On corner lots the side setback shall be ten feet. An accessory dwelling unit to be located on the second story of a detached garage or storage facility shall meet the side and rear yard setbacks required of the principal structure.
 - 3. A detached accessory unit shall be separated from the principal building and other accessory structures a distance not less than five feet.
 - 4. The accessory dwelling unit shall contain one full bath and kitchen facilities.

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5. An accessory dwelling unit and the primary dwelling unit shall be occupied by members of a single family as that term is defined in this Code. The accessory dwelling unit shall use the same street address as the primary dwelling unit.

(Ord. No. 1453-96, 6-1-96; Ord. No. 1720-00, 3-27-00; Ord. No. 1827-02, § 2, 1-28-02; Ord. No. 1860-02 § 1, 5-20-02)

Sec. 6.09.03. Satellite television antenna systems.

The following regulations shall apply to satellite television antenna systems also known as television dish antennas, with the exception of those video antennas covered under 47 CFR 1.4000, including direct-to-home satellite dishes that are less than one meter (39.37 inches) in diameter, wireless cable antennas less than one meter in diameter, and antennas used to receive local television broadcast signals:

A. *Installations in residential zoning districts.*

1. *Location.* All satellite television antenna systems shall be permanently and securely mounted at ground level and shall serve only a single location. Apartments, condominiums, and properties under unified ownership shall be considered one location. No such system shall be located within any front or side yard unless no part of the system is visible to persons standing at ground level on adjacent properties or streets. The system shall be located as close as possible to the main residential structure, but in no case shall the edge of the dish be closer than five feet from the real property lines.
2. *Appearance.* No satellite television antenna shall exceed 15 feet in height or 13 feet in width. The dish antenna of any such system shall be painted or impregnated beige, white, or some other natural color blending with the colors of surrounding vegetation and structures. The foundation and base of the system shall not exceed six inches in height above ground level.
3. *Buffering.* An opaque fence or landscaped barrier of at least 3½ feet in height shall be constructed around the foundation and base of the system.

B. *Installation in all other zoning districts.*

1. *Location.* In nonresidential zoning districts, satellite television antenna systems shall not be installed within the front portion of the property. The "front" of the property is defined as that portion of the property which faces the street address and the "front portion" is that portion of the front which extends back to the building line. Said systems may be installed above ground level and upon building roofs, but the combined height of any such antenna system and the building shall not exceed the overall height of 45 feet. All antenna systems installed upon a building roof shall be located, if possible, so that they may not be seen from street level. All antenna systems shall be installed at least 20 feet (measured from the edge of the dish) from any adjoining residential property line.

- C. *Permit.* All satellite television antenna systems shall be deemed accessory uses and structures and shall require a building permit before construction. An application for the permit shall be made to the city development department accompanied by a plan document showing the dimensions and location of the proposed satellite television antenna system in relation to the boundaries, setback lines and existing structures on the property; and a document (unless such

a document has been previously filed with a prior application regarding the same type of system from the same manufacturer in which case said prior document shall satisfy this requirement) signed and sealed by a licensed professional engineer registered in the State of Florida showing the system's method of installation and permanent mounting, listing the materials to be used and certifying that the system is able to sustain winds up to 120 miles per hour.

D. *Nonconforming antenna systems.* Nonconforming antenna systems in place and properly maintained as of the effective date of this section may continue in use notwithstanding their nonconforming status subject to the conditions below:

1. The use of any nonconforming antenna system shall terminate whenever said antenna system is damaged or destroyed and the repairs would cost 50 percent or more of the original cost of said antenna system or if it becomes a hazard or danger. Upon termination of use as indicated above, said antenna system shall be immediately removed by the owner at the owner's expense.
2. The use of any nonconforming antenna system shall terminate upon abandonment by the owner, who shall immediately thereafter remove said antenna system or bring it into conformity at his own expense.

Sec. 6.09.04. Swimming pools.

- A. *Code adopted.* The most recent edition of the Florida Building Code is hereby adopted as the city swimming pool code, subject to such location modifications as may from time to time be adopted. A copy of this document shall be available for public review in the city development department.
- B. *Additional requirements.* No provision of this section shall be construed to require that a swimming pool or spa be built within an easement to a property.

(Ord. No. 1720-00, 3-27-00)

In addition to the Standard Swimming Pool Code the following requirements must be met:

1. A No. 8 copper ground wire secured to a ground rod and connected to all metal parts of the pool, such as structural steel, stairs, lights, drains, pipes, etc., must be installed.
2. All swimming pools and spas without a screen enclosure, public or private, above or below the ground, shall be installed no closer to the rear or side lot boundaries than five feet from the water-bearing wall surfaces of the swimming pool or spa.

(Ord. No. 1720-00, 3-27-00)

3. A swimming pool or spa and appurtenant screen enclosure, of which 90 percent shall be screen material, shall be permitted in a rear yard, provided that it complies with the setback requirements for buildings as required for the lot's zoning classification.

(Ord. No. 1720-00, 3-27-00)

4. If a patio is provided adjacent to or surrounding the swimming pool, it shall be designed so as to be self-draining away from the pool, but not on adjacent property.

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5. In determining the maximum depth of a pool in relation to the depth of an adjacent footer, the following rules shall apply:
 - a. No pool excavation shall be deeper than the footer of any building or structure by a 30-degree angle measured from the horizontal plane from the bottom of the footer to the bottom of the excavation.
 - b. The only time deviation from this rule may be allowed is when the city development director determines one of the following conditions will exist:
 - (1) The soil weight bearing characteristics will allow construction of the pool closer to the structure or footer.
 - (2) The pool will be constructed before the footer or other structure is built, thereby preventing the soil from shifting.
 - (3) Sheet piling will be installed protecting the footer or structure from soil shifting.

C. *Fences for swimming pools.* On and after July 23, 1990, the following conditions must be met:

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 subsection C.1 of this section.
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.

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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.
6. Ornamental iron fences shall meet the requirements of subsection 6.09.05.A.17 of this Code.
7. Fences or walls should be generally in harmony and compatible with their surroundings, including, but not limited to the following factors of compatibility: maximum height, materials, fence or wall type and use of landscaping.
8. All fences and walls 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 subsection 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.

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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, wall, or other enclosures shall include materials or devices, such as broken glass, spikes, razors, nails or similar materials intended or designed to maim, mutilate or cause other bodily injury to any person or animal.
 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. For single family and duplex lots on R-2 zoned property, fences and walls may be erected or maintained along or adjacent to a lot line to a height not exceeding six feet in the side and rear yards. Opaque fences and walls erected within the front yard shall not exceed a height of four feet, unless otherwise allowed in this chapter. Open fences, such as chain link, picket, lattice, rail or similar fences and are not otherwise opaque, shall not exceed a height of six feet. Opaque fences and walls may be raised to six feet along the side lot line, if at least ten feet from the front yard property line or sidewalk, whichever is closest. Opaque fences within the front yard may not completely enclose and obscure the house from view of the public right-of-way, unless they are less than four feet high. Such fences and walls may be raised to six feet in height for a total length of eight feet per property. For all other residential zoning districts, the maximum height of walls or fences along the rear and side yards shall be six feet. All heights are measured from the base of the fence.
 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;

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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.

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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.*

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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 which is located within eight feet of the following intersections:
 - a. The centerline of a driveway and the abutting right-of-way line.

(Ord. No. 2406-2019, § 1, 10-28-19)

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.
 - e. An outdoor storage area shall be designed and developed in a manner which does not interfere with proper traffic circulation.
 - f. If the National Weather Advisory Service identifies weather conditions which are predicted to include winds of 75 mph or greater, all materials stored as outdoor storage shall be removed from the open, fenced locations and placed in an enclosed building at least 24 hours prior to the predicted onset of such winds or as soon as reasonably practical if less notice is provided.
 - g. All outdoor storage areas existing as of July 26, 1999, shall comply with the following buffering and screening requirements.
2. *Screening and buffering.*
- a. An outdoor service or storage area shall be visually screened from adjacent uses by a shadowbox fence, or a masonry wall, or a chain-link fence with green or black slats. In the discretion of the city development director an opaque landscape buffer may be used instead of a fence or wall provided the area is visually screened from adjacent property as effectively as though a fence or wall were used.
 - b. The screening used shall be not less than six feet in height. A wall or fence shall not exceed six feet in height in the B-1 zoning district, and eight feet in height in the B-2 or B-4 zoning district. Access through a fence or wall shall be limited through opaque gates that shall be closed when not in use.
 - c. The screening used for an outdoor storage area adjacent to public right-of-way(s) shall be set back a minimum of five feet from the side and rear property lines.
 - d. The screening used for an outdoor storage area adjacent to residential uses or a residential zoning district shall be consistent with those regulations stated in section 6.04.06.

6.11.00. SIGNS

Sec. 6.11.01. Purpose and goals.

The city commission recognizes the importance of signs to the health, safety and welfare of the community. Therefore the purposes of this sign code are:

- 1) To encourage the efficient and effective use of signs as a means of communications in the city;

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- 2) To balance, maintain and enhance the aesthetic environment of the city, and its ability to attract sources of economic development and growth;
 - 3) To improve pedestrian and traffic flow and safety;
 - 4) To minimize the possible adverse effects of signs on nearby public and private property;
 - 5) To foster the integration of signage with architectural and landscape designs permitted in the Land Development Code;
 - 6) To streamline the approval process by requiring unified signage plans; and
 - 7) To enable the fair and consistent enforcement of this sign code.

These purposes are reflected by the city actively participating in and regulating the size, location and number of signs, as well as the overall appearance and design of signs. Definitions related to this section are contained in chapter XII.

To accomplish these purposes, the following goals are incorporated into the code:

- A. *Communication.* Signs should not deny other persons or groups the use of sight lines on or to public rights-of-way, should not obscure important public messages or warnings, and should not overwhelm readers with too many messages. Signs can and should help persons to identify and understand the city and the character of its neighborhoods, and commercial areas.
- B. *Preservation of community's beauty.* The city includes a historic district, as well as major office and retail centers, and residential areas. The city relies heavily on its natural riverine and marine surroundings, and the beautification efforts of its active population to retain its reputation as America's Most Beautiful City (designated as 2008 "Most Beautiful City in America, Population 15,001 to 25,000" by the America in Bloom organization). Therefore, signs shall be designed and constructed to add to the natural and developed beauty of the community.
- C. *Property value protection.* Signs should not create a nuisance to the occupancy or use of other properties as a result of their size, height, brightness, or movement. They should be in harmony with buildings, the neighborhood, and other conforming signs in the area. The surface materials of signs, including, but not limited to, the paint, stucco, metal, wood, and composites, shall be maintained such that the colors, textures and general appearance are also maintained.
- D. *Content neutral signage.* Sign regulation within the city shall be "content neutral." Sign structures erected are subject to all of the requirements of this code. However, it is not the purpose or goal of the city to regulate the content of signs, regardless of whether they are commercial or non-commercial. No permitting decision shall be based upon the content or the message contained (i.e., the viewpoint expressed) on such signs.
- E. *Safety.* Signs shall be planned, designed, constructed, installed, and maintained such that they are safe and secure at all times. They shall be designed and constructed to meet or exceed all wind-load requirements of the Florida Building Code, and they shall be maintained so that the structural and electrical integrity of the sign is intact at all times.

Sec. 6.11.02. Permit required.

It shall be unlawful for any person to post, display, erect or modify a sign or sign structure that requires a permit provided for in this code, without first having obtained a permit therefor. Signs or sign

structures erected without a valid permit shall be in violation, and it shall be mandatory to obtain a permit, based on this chapter, failing which, the sign or sign structure shall be removed by the owner or occupant, or by the city, as provided herein. All signs not expressly allowed by this code are prohibited.

Sec. 6.11.03. Non-conforming pole signs.

Pole signs erected, under a valid permit, prior to July 12, 2010, which are now "non-conforming" shall be allowed to remain in accordance with the structure requirements set forth in the Stuart Land Development Code (LDC), except as stated below:

- A. *Abandoned and/or damaged signs.* To have all abandoned or damaged non-conforming pole signs within the City of Stuart removed in an expeditious manner.
 - 1. Any damaged non-conforming sign that requires a permit to be repaired shall be removed within 90 days after written notification from the City of Stuart.
 - 2. Any abandoned non-conforming pole signs pertaining to or associated with a business which is no longer on-going, and which has been inactive or out of business for a continuous period of 180 days or longer shall be removed within 90 days after written notification from the City of Stuart.
 - 3. Incorporation of an existing pole sign within a new monument sign is encouraged and may earn "green development" points for adaptive re-use under section 6.06.00, LDC.
 - 4. The conversion of any pole sign to a conforming sign shall be issued on a no-fee sign permit.
- B. *Notification prior to removal.* The city development director shall be responsible for notifying the owner of each existing sign with a message unit, billboard, or a pole sign of the removal provision, and the expected removal date. An owner of such sign(s) shall not be fined for failure to remove such sign(s) without having been first notified in writing by the city of the requirement to remove the sign(s) and given a reasonable time within which to comply.

(Ord. No. 2469-2021, § 1, 12-13-21)

Editor's note(s)—Ord. No. 2469-2021, § 1, adopted Dec. 13, 2021, repealed the former § 6.11.03 and enacted a new § 6.11.03 as set out herein. The former § 6.11.03 pertained to non-conforming signs; amortization of certain signs and derived from (Code of 2017 § 6.11.03).

Sec. 6.11.04. Permit procedures.

- A. *Issuance of permits, validity and renewal.* Permit applications shall be reviewed by the development director within 30 days of submission of the permit application. Upon satisfactory compliance with the minimum submission requirements of the LDC and a determination that the proposed sign meets all applicable standards set forth in the LDC, the development director, shall cause a sign permit to be issued to the applicant. The permit shall be valid for 180 days from its approval, during which period the sign may be erected, inspected and a certificate of completion obtained from the city. However, the development director, for good cause shown and upon payment of 100 percent of the original application fee, may renew the permit for an additional 90-day period provided there have

not been later enacted sign code provisions which invalidate or disallow the permit. Appeals from the decision of the development director, or the building official are as provided in section 8.07.00.

- B. *Permits for individual signs.* Permits for all lawful signs shall be on a form promulgated by the development director.
- C. *Minimum submission requirements.* The application form and associated submission materials shall include, at least, the following:
 - 1. The type of sign and/or sign structure as set forth in this code.
 - 2. The street address of the property upon which the sign and/or sign structure is to be located along with identification of where on said property the sign will be located. If there is no street address, another suitable method of identifying the location shall be provided.
 - 3. The area per sign face and the aggregate area of the sign and/or sign structure.
 - 4. The name and address of the owner, and any other person in control or possession of the real property upon which the sign or sign structure is to be located.
 - 5. Written consent of the owner, or his designated agent, granting permission for the construction, operation, maintenance, and displaying of the sign and/or sign structure.
 - 6. One copy of a sketch plan in a computer-assisted drawing (CAD) file (.pdf or other acceptable format), paper or Mylar, drawn to scale and dimensioned, showing elevations of the sign as proposed, and its relationship to other existing or proposed signs, structures (including walls and fences), and landscape (including trees) on the site and within the viewshed.
 - 7. The certification and seal of a state registered engineer or architect shall be affixed to drawings of signs and/or sign structures where the sign face is in excess of 32 square feet certifying that it is designed in accordance with wind load requirements of the Florida Building Code. However, an engineer's certification and seal shall not be required solely for the application or alteration of individual letters, numbers or characters composed of unlighted, high density architectural foam, cast metal, formed plastic, or the like.
 - 8. A sign contractor shall provide a signed certificate stating that each sign structure constructed under permit complies with the wind load requirements of the Florida Building Code.

Sec. 6.11.05. Aesthetic attributes.

The aesthetic quality of a building, or of an entire neighborhood, is materially affected by achieving visual harmony of the signage on or about a structure as it relates to the architecture of the building and its adjacent surroundings. In addition to the limitations on signs imposed elsewhere in this code, the following aesthetic considerations must be met:

- A. *Garishness.* The overall effect of the lettering, configuration or color of a sign shall not be garish. Garish signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings, and detract from the overall beauty of the city.
- B. *Scale and conformity with surroundings.* The scale of the sign in terms of site area and building volume shall be consistent with the scale of the building on which it is to be placed, and the

neighborhood or streetscape where it is to be located. Scale shall also be considered in terms of site design standards as described herein with respect to sign height and area.

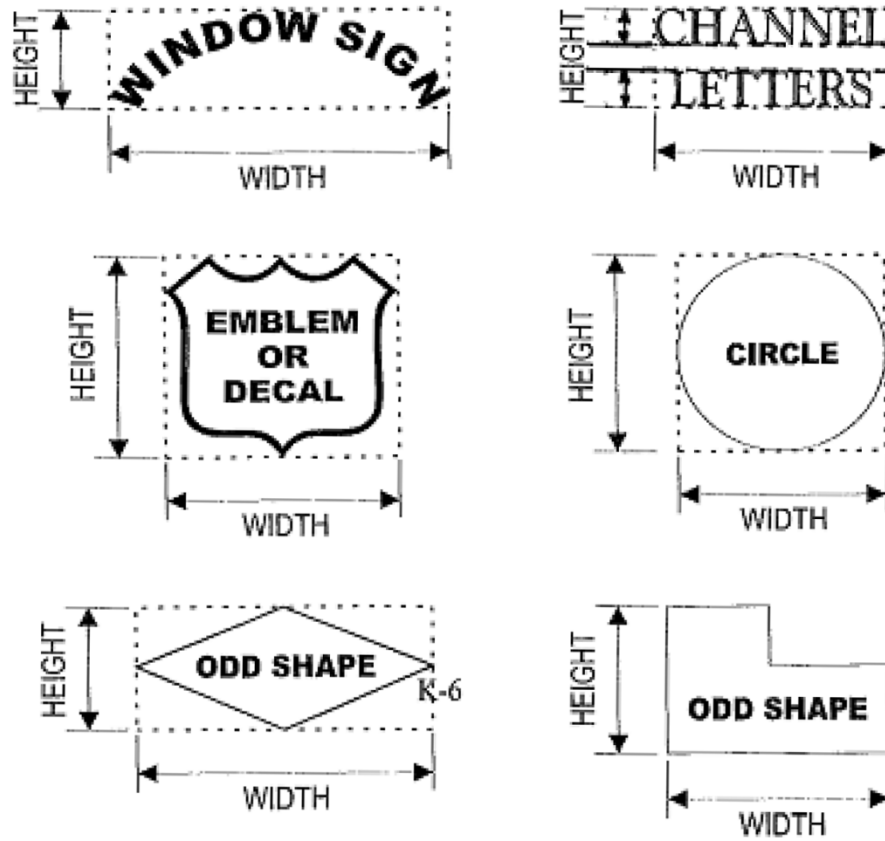
- C. *Quality.* All signs shall be of a professional quality and have a professional appearance that enhances the visual aesthetics of the area. This sign code describes basic standards which apply to many types of signs.

Sec. 6.11.06. Code applicability.

The application of the code requirements to specific types of signs, and the location of signs in specific land use (zoning) districts is set forth in a matrix contained in Table 6.11.17, which shall govern the actual dimensional requirements for such signs. Signs approved in planned unit development (PUD) projects are additionally subject to any conditions specified in the PUD agreement.

Sec. 6.11.07. Sign area, dimensioning, lighting and colors.

- A. *Basis for measurement.* The sign area shall be expressed in square feet or square inches that is allowed in accordance within these regulations for each sign face. The sign face includes any background material, panel, trim, color, and direct or self-illumination used that differentiates the sign from the building, structure, backdrop surface, or object upon which, or against which, it is placed. When there is no such differentiation, the sign face shall be one or more rectangles just large enough to enclose all lettering, illustrations, ornamentation, symbols, or logos. A sign structure shall not be included in the total sign area provided that no lettering, illustrations, ornamentation, symbols, or logos are displayed on, or designed as part of, the sign structure.
- B. *Basis for sign measurement.* The basis and method of sign measurement is depicted graphically, below:



- C. *Height.* The vertical height of a sign is measured from the highest point of the sign to the finished grade at the base of the sign, where the finished grade is defined as the grade adjacent to the sign, as set by flood elevation requirements on the property, but not including any artificial berm or swale.
- D. *Illumination.* Signs may be illuminated directly or indirectly, unless specifically prohibited elsewhere in the land development code. In residential zoning districts, all overhead illumination shall provide shielding so that the light is not directed toward adjacent residential property. Illumination of monument or free-standing signs shall be external and directed from the ground via "up-lighting" or from behind individual letters via "backlighting." Wall signs or fixed projecting signs may include individual illuminated letters or letters which are lighted from behind via "backlighting." Illumination of signs shall exclude exposed neon tube lighting, or similar, and electronic changeable copy, unless permitted elsewhere in this code.

Sec. 6.11.08. Design requirements and restrictions.

- A. *Restrictions as to functions.* The use of a sign shall be restricted to functions as set forth in the matrix in Table 6.11.17.
- B. *Building outline.* The use of neon or similar lighting to outline a building structure shall be limited to U.S. 1 (Federal Highway) frontage only and at an elevation not higher than 25 feet. The building outline shall be limited to a single band only and for the purpose of total signage on the site shall be calculated as one square foot of signage for every four linear feet of neon, not to exceed 50 square

feet. The neon or similar lighting used to outline a building structure shall be counted as part of the total allowable wall sign area even though it may not otherwise be considered as signage.

Sec. 6.11.09. Unified signage plan; location, safety, design requirements and restrictions.

- A. *Unified signage plan purpose.* The unified signage plan shall provide unified elements to increase visual appeal and integrate into the overall building design, color, scale and massing. The unified plan will avoid visual clutter and provide a unified sign theme with similar lettering styles and color.
1. *Unified signage plan.* The permitted location of all allowable signs on any developed property, except single family and duplex residential properties, shall be in accordance with a unified signage plan, which shall show all signage to be used on a given site. The requirement for the submission of a unified signage plan shall be for all new and renovation development. A proposal for signage for a new multi-story building, or renovation development of more than 5,000 square feet shall require a unified signage plan for the entire building.
 2. *Existing signage.* Where a building(s) has existing wall signage, and the owner or tenant seeks to increase the signage, a proposed unified signage plan must be submitted, incorporating the existing and proposed signage, along with a sign permit application.
 3. *Wall Signage for multi-story building.* The size and amount of all allowable wall signs shall be based on a percentage of the wall areas computed as the length multiplied by the height of the geometric figures which comprise the actual wall area fronting on a street. The wall length shall be the building face. The height of the wall for computing purposes shall not exceed 25 feet for two or more story structures. However, for retail centers only, the first story shall be treated as single buildings and separate locations set forth in the design standards matrix for wall signage in Table 6.11.17.

UNIFIED SIGNAGE AREA TABLE 6.11.09

Square Footage of Building Face Area	Percent Allowable
0— less than 500 SF	7 %
500 SF - less than 1,000 SF	5.75 %
1,000 SF - less than 1,500 SF	5.5 %
1,500 SF - less than 2,500 SF	5.25 %
2,500 SF - less than 3,500 SF	4.75 %
3,500 SF — up	4.5 %

(Example: 100 linear feet x 25 feet height building = 2,500 square feet x 4.75% = 118.75 square feet total signage allowed)

- a. The maximum allowable wall signage on a single building is 200 square feet.
 - b. No wall sign shall be mounted more than 18 inches from the wall face of the building.
 - c. No wall sign shall cover, in whole or in part, any required wall opening.
4. *Changes to the unified signage plan.* Any change or variation in a sign design from the approved unified signage plan requires the approval of the development department who will assess whether a variation is in keeping with the intent and goals of the approved unified signage plan.

B. *Location.*

1. *Agreement required.* Whenever a sign is permitted within a setback area or easement, the applicant shall be required to provide the written agreement of the property owner stating, among other things, that it is the obligation of the property owner to relocate the sign at such time as the city determines additional right-of-way or setback is required, or if it later conflicts with the right of way or a prior recorded easement. A performance surety in the amount of 110 percent of the estimated cost of removal acceptable to the city attorney may be required to assure removal of the sign structure, prior to permitting.
2. *Obstructions.* A sign shall be located in such a manner as to not obscure an existing sign unless provisions are made for the removal of the obscured sign, or unless it is not reasonable and practical to locate the new sign elsewhere on the site.

C. *Safety.*

1. *Safety determination required.* Whenever consideration is given to locating a sign within a setback area, the development director must determine that the location of the sign does not present a hazard to pedestrians or to vehicular traffic circulation. Because of the unique and varying building locations and access configurations on a site, no specific "site triangle" is required by this code. However, it is required that signs shall be located such that they do not present a hazard to vehicle drivers, bicyclists, and pedestrians who are using adjacent public and private rights of way, and prior to the issuance of every sign permit, the development director shall make such determination. Safety is a primary consideration of this code, and notwithstanding any earlier building permit or approved site plan location of a sign, the development director may require the relocation of any sign, based upon a finding that it is required to provide for the reasonable safety of vehicle drivers, bicyclists, and pedestrians.
2. *Traffic safety.* No sign shall be located in such a manner that it is a hazard to automotive or pedestrian traffic nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.
3. *Height of ground signs (monument or free-standing) at intersections.* 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 ground signs which is located within ten feet of the following, unless the subject intersection is protected by a traffic-control device:
 - (a) The right-of-way lines of two streets;
 - (b) The right-of-way lines of a street and a 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;
 - (d) The right-of-way line of a driveway and right-of-way line of a street, alley, railroad or another driveway.

D. *Limitations and requirements for certain sign types on a property.*

1. Wall signs, monument and free-standing signs - only two of the three types of signs shall be permitted per street frontage.
2. Each separate building or location shall have the street number address located on a sign that is identifiable and readable (using normal 20/20 vision) from the adjacent roadway to which

the building address is assigned. The street number address on a building or on any location shall be limited to a maximum of 12 inches in height and shall not be calculated as a total allowable area for any signage.

E. *Sign messages; sign code is "content neutral."*

1. Notwithstanding anything contained in this sign code to the contrary, any sign erected pursuant to the provisions of this code may, at the option of the applicant, contain either a commercial or non-commercial message, related or unrelated to the use located on the premises where the sign is erected. Either a commercial or non-commercial message may occupy the entire sign face or portion thereof. The sign face may be changed from a commercial message to non-commercial message as desired by the owner of the sign, subject to the further provisions of this code, and provided that:
 - 1) The size and design criteria conform to the applicable portions of this code;
 - 2) The sign is allowed by this code;
 - 3) The sign conforms to the setback and other requirements of the zoning district in which located;
 - 4) The appropriate permits have been obtained;
 - 5) The construction materials and methods meet the requirements of the Florida Building Codes; and
 - 6) A certificate of use has been issued by the city building official, if required.

For the purposes of this code, non-commercial messages, by their very nature, shall never be deemed "off-premises signs." The only exception to this provision is where the city has a proprietary interest in the sign, that is, sponsors or co-sponsors an event, owns or controls the sign, or sign location, or otherwise has lawful discretion in the content of the sign.

2. Permitting decisions shall only be based upon the criteria expressed in this code.

No permitting decision shall be based upon the content or the message contained (i.e., the viewpoint expressed) on such signs.
3. Notwithstanding subsections 1 and 2 above, no sign shall contain any message or image that is obscene, profane, lewd, or pornographic; or which incites public unrest, terrorism, or overthrow of the government; or which violates the constitutional protections of individuals, or which otherwise has been found to violate applicable law.

Sec. 6.11.10. Structural standards.

In addition to provisions of the Florida Building Code, the following structural standards shall be required for all signs erected in the city.

- A. *Securing signs.* Wall signs shall be securely attached to the building or structure by means of metal anchors, bolts, or expansion screws. No wood blocks or anchorage with wood used in connection with screws or nails shall be considered proper anchorage, except in the case of wall signs attached to studs or other structural members of buildings or structures having non-masonry walls. No sign shall be attached to a non-structural parapet wall.

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- B. *Wind loading.* Every sign shall be constructed in a manner as to withstand 140 miles per hour based on three-second gust wind speed. Sign contractors or the owner shall submit plans showing location, structural members, and design calculations for wind loading and for signs 32 square feet or over, a certification sealed by a state-registered engineer or architect stating that the design will meet the requirements of this code shall be submitted. All sign contractors shall sign a certificate stating wind loading will meet requirements of this chapter where signs under 32 square feet are submitted.

Sec. 6.11.11. Removal and disposition of certain signs.

- A. *Removal and disposition of certain signs.* It shall be unlawful to erect, use or maintain a sign or sign structure when it does not comply with the requirements of this Code. Unlawful signs are subject to removal pursuant to the following provisions:

1. *Summary procedures for removal.* The city finds that the inexpensive nature of temporary signs, wind signs, sidewalk signs, valet parking signs,, snipe signs, flags, and, and the administrative and cost burden imposed by elaborate procedural prerequisites prior to removal, requires the summary removal of these signs, when unlawfully erected and maintained. The city development director, or designee, or any code enforcement officer, is hereby authorized to remove such signs when unlawfully erected and maintained, subject to the provisions contained herein. Upon removal of a sign from private property, pursuant to this section, a notice of violation, citation or summons may be issued, or a written notice shall be sent, either by hand delivery or by first-class mail to the occupant of the property from which the sign was removed, or if the sign identifies a party other than the occupant of the property, the party so identified. The notice shall advise that the sign has been removed and shall state that the sign may be retrieved within 30 days of the date of the notice upon payment of the fine or administrative fee established therefor, and that, if the sign is not retrieved within 30 days, it will be disposed of by the city, without further notice.
2. *Permanent signs.* Signs and sign structures not subject to removal pursuant to the provisions above, which are or have been erected or maintained unlawfully, are subject all remedies available at law or equity for the removal of signs or sign structures which are or have been unlawfully erected or maintained.

- B. *Responsibility of maintenance; unsafe signs; abandoned signs; violations and liens.*

1. All signs shall be properly maintained. Exposed surfaces shall be cleaned and painted, if paint is required. Defective or damaged parts shall be replaced.

If any sign regulated in this article is found by the building official to be unsafe, not secure, a menace to the public, or constructed, erected or maintained in violation of the provisions of this article, written notice by the building official shall be given to the owner of the sign and of the property the sign is located upon. If the owner or person in possession of the property fails to remove or alter the structure so as to comply with the provisions of this article within ten days after the notice is delivered, the development director, building official or their designee shall approve the removal or alteration of the sign to comply with the code, at the expense of the owner of the property upon which it is located.

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2. Notwithstanding the above provisions, any sign which is found to be in an unsafe and dangerous condition, because it violates the current Florida Building Code or the current Florida Fire Prevention Code or NFPA codes referenced therein, or because it otherwise constitutes a clear and present danger to life or property, as determined by a city building inspector or code enforcement officer, shall be modified or removed by its owner upon reasonable notice to do so. Upon the failure or inability of the owner to modify or remove such sign following notice, or when reasonable notice cannot be given because of an immediate danger, the city shall modify or remove the sign.
 3. If any sign regulated in this article is found to be abandoned or the business advertised shall move from the property where the sign is located, the owner, agent or responsible person shall be responsible to remove the sign, cover the sign with a plain fabric cover or place a blank copy panel in the sign frame within 30 days of the abandonment or relocation of the business. An additional extension may be granted by the city development director for a good cause shown.
 4. Upon the failure, neglect or refusal of any owner, agent or responsible person to remove or repair any sign in violation of this article, after reasonable notice by the city development director or building official, and in addition to any other remedies available to the city, the city manager is hereby authorized and empowered to effect the removal of the sign which is in violation.
 5. A sign shall not be located on a vacant or an undeveloped parcel of land, except upon good cause shown, and upon the written approval of the city manager. In this context, good cause shall consist of a reasonable basis, not exclusively economic in nature, which may include, but shall not be limited to, insufficient land on an adjacent principal site for an otherwise permissible sign, lack of sight distance to properly observe a sign on a principal site, or a sign that specifically pertains to the undeveloped parcel.
 6. *Responsibility for cost of repair or removal.* When the city has made reasonable repairs or removed a sign or has paid for the repair or removal thereof, the actual cost, plus accrued interest at the rate of ten percent per year, shall be paid to the city by the owner of the property upon which the sign is located.
 7. *Violations of this code.* In lieu of the general penalty available to it in section 1-13, or the provisions of section 26-26, the city may elect to issue a citation under section 26-25, to a violator of this Code, and fine the violator \$50.00 for the first violation, \$100.00 for the second violation, and \$200.00 for the third and any subsequent violations within any one-year period.
 8. *City's lien right.* If the amount due to the city for any administrative fines or costs, including the costs for repair or removal, shall not be paid to the city by or on behalf of the property owner within the time established in the written citation or magistrate's order, then such amount, together with all interest accrued at the rate of ten percent per year, shall become a lien upon the property of the owner, as provided in section 26-24.

Sec. 6.11.12. Types of signs permitted.

- A. *Ground signs (monument or freestanding).* A ground sign shall not be affixed to any structure and is limited to no more than two sign faces. A ground sign is either a freestanding sign or a monument sign. All ground signs shall contain the street address number.

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1. *Setback requirements for ground signs.* For new or renovation development, the setback for a ground sign shall be a minimum of ten feet from the right-of-way line. The setback is measured from the closest portion of the sign, sign structure or sign footer to the right-of-way. Projecting signs, canopy signs, and wall signs may not extend into the setback areas. No sign, sign structure or sign footer shall extend into a public or private right-of-way. Relief from the ten-foot setback requirement may be obtained by administrative variance, for good cause shown, which cause may include, but shall not be limited to, sign encroachment into required parking, provision for additional landscape area and materials, provision of a smaller sign than allowed, obstruction of an existing sign, and less than permitted total signage. Except as provided above, replacement signs may be relocated at the existing location.
 - B. *Freestanding signs.* Freestanding signs shall be wood or composite material supported by one or two wood or composite posts, with the top edge of the sign no higher than six feet above the finished grade, and shall not exceed six feet in width. Each post shall have ornamental post caps or covers. A freestanding sign shall not be used as a frame for a cabinet sign.
 - C. *Monument signs.* Monument signs shall be composed of metal frame, textured brick, concrete block, or other masonry, and finished with stucco or other textured material, and having a solid base. The top edge of the sign shall be no higher than elsewhere permitted in this code, and the skirt and base shall be no smaller than 80 percent of the sign width nor greater than 120 percent of the sign width. A monument sign shall not be used as a frame for a cabinet sign that exceeds 25 percent of the sign area.
 - D. *Projecting signs.* A projecting sign is affixed to a structure and extends at a right angle from the structure.
 1. A projecting sign shall not have more than two sign faces. Projecting signs may project into the public right-of-way, but must have clear sidewalks by at least nine feet, and be no closer than two feet from the curb.
 2. Signs must not project more than six feet from the wall face of a building.
 3. The permitted size of a fixed projecting sign shall not exceed eight square feet or 16 square feet, dependent upon the applicable zoning district.
 4. All businesses in the Old Downtown District must have a projecting awning/canopy sign and an under canopy sign, if the building has an awning or a canopy sign.
 - E. *Under canopy signs.* A sign hung from the underside of an awning or canopy or ceiling of an arcade or covered walkway or portico. It may be rigid or it may swing. Any swinging sign shall be removed during a major storm event. Such a sign shall not have more than two sign faces.
 1. No portion of any sign projecting over a public sidewalk shall be less than nine feet above the grade of the sidewalk, with the exception of awning valances which shall not be less than eight feet above the sidewalk.
 2. Any sign projecting over private property and located where motor trucks may be required to pass beneath it shall be erected and maintained at a height of not less than 14 feet.
 3. Signs consisting of one line of letters not exceeding nine inches in height may be painted, placed or installed upon the hanging border only of any awning erected and maintained in accordance with this chapter. A graphic or other similar feature not exceeding an area of eight square feet,

may be painted, placed, or installed elsewhere on any awning provided that any such graphic shall comply with all other provisions of this chapter.

F. *Window signs.*

1. Plastic signs, or signs painted on the glass may be placed upon windows when limited to 20 percent of the aggregate glass area, per tenant space or per main use.
2. Signs displayed from the inside of the glass but which are visible from the outside shall be considered as window signs.
3. Window signs shall not be placed where they substantially obscure the view of a person to the interior of the building through the window.

G. *Wall signs.*

1. A wall sign must be professionally hand-painted or flush mounted on board, or in a raised channel or individual letters. Such a sign may be applied to a structural mansard or building face.
2. Gas station canopy shall be limited to a maximum of one wall sign per right-of-way frontage and shall be counted as part of the allowable wall signage per occupancy.

H. *Billboards.*

1. No billboard shall be erected except on property within an industrial district.
2. Billboards shall not exceed a size of 100 square feet per sign face, with a maximum of two faces per sign. No billboard shall exceed 20 feet in width or eight feet in height, with the overall height of the sign and structure not to exceed 25 feet.
3. Billboards shall not be located closer than 300 feet to any residentially zoned land, nor less than 1,000 feet from each other, with such measurement to be made from the point of location of the sign structure to the nearest point of residentially zoned land or to the nearest point of location of the sign structure, as applicable.
4. Billboards shall be subject to the zoning regulations of the applicable district upon which the sign is situated.
5. Prior to the issuance of a permit for any billboard sign, the applicant shall furnish a certified copy of the recorded deed showing ownership, and a copy of the lease or easement for the land upon which the sign shall be placed. A copy of the permit from the Florida Department of Transportation, when required by the state, shall also be furnished to the city.
6. The owner or person in possession of any property with a billboard located upon it shall be required to include the area of the billboard(s) in its total permitted signage.
7. These provisions shall not apply to the three billboards that are the subject of a settlement agreement entered into by the city in 2009.

Sec. 6.11.13. Special purpose signs and signing.

As an aid to the motoring public, the city commission has determined that the following special purpose signs serve the public interest and welfare by providing basic information regarding fuel price,

location, time, temperature, dates of events, and the like. Permits for the following signs shall be issued provided that the provisions contained herein are in compliance:

- A. *Grand opening banner.* One banner may be placed on the building of a newly opened location pursuant to the following:
 - 1. Display is limited to four weeks.
 - 2. The banner shall not exceed one square foot per linear foot of occupancy frontage, and a total area of 50 square feet.
 - 3. The banner shall not be higher than 15 feet above the finished grade, and must be placed on the building on the predominate street front.
 - 4. Banners shall be made of color fast material, and shall be securely fastened so as not to become a safety hazard.
- B. *Special event banner signs.* The city manager may approve one or more banners for a non-profit, charitable organization or special event as defined in section 36, article III, City Code of Ordinances, on any street, sidewalk, public building, park or playground, or on private property, subject to the following criteria:
 - 1. The sign shall be located on the property where the event is being held, or on public property or rights of way, or on private property with the written consent of the property owner. Any of the foregoing shall require the written permission of the city manager and shall provide notice to the general public of a special event; and
 - 2. The sign shall be temporary and for a stated limited period of not more than 14 days prior to the event, and it must be removed by the second day after the event;
 - 3. Each sign shall not exceed 20 square feet in area;
 - 4. When permitted, the sign must meet the following additional criteria:
 - a. The sign will not conceal or obstruct adjacent land uses or signs;
 - b. The sign will not conflict with the principal permitted use of the site or adjoining sites;
 - c. The sign will not interfere with, or obstruct the vision of, or distract motorists, bicyclists or pedestrians; and
 - d. The sign will be installed and maintained in a safe manner;
 - e. The approval, or disapproval, of such sign shall not be based on the content of the message contained (i.e., the viewpoint expressed) on such sign;
 - f. The city manager shall render a decision within ten days after an application is made for utilizing this sign type for a special event. Such a decision shall be deemed an administrative interpretation and any person adversely affected has the right to appeal the decision to the city commission, in writing within 30 days of the written rendering of the decision by the city manager.

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- C. *Special event city street banners.* Special event city street banner signage, in accordance with this subsection, shall be permitted by the city manager, for special events if it is determined that the sign meets all of the following criteria:
- (i) The city is a sponsor or co-sponsor of the event; or
 - (ii) The event sponsor is a not-for-profit organization; and
 - (iii) The street banner sign must be no larger than three feet in height by 24 feet in length, and if placed above a street, be at least 15 feet above the surface of the street on city installed or controlled poles. The street banner sign must be constructed of a vinyl awning material or similar and meet wind load requirements established by the city development director; and
 - (iv) Display of the special event street banner sign will be limited to a maximum of 14 days prior to the event and must be removed no later than two days after the event; and
 - (v) The sign will not conceal or obstruct adjacent land uses or signs; and
 - (vi) The sign will not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians, and will not conflict with the principal permitted use of the site or adjoining sites; and the sign will be installed and maintained in a safe manner; and
 - (vii) As a sponsor or co-sponsor, the city reserves the right to participate and comment on the content of the banner sign. However, from a regulatory viewpoint, the city's decision to approve, or disapprove such sign shall not be based on the content of the message contained (i.e., the viewpoint expressed) on such sign;
 - (viii) The city manager shall render a decision within ten days after an application is made for utilizing this sign type for a special event. Such a decision shall be deemed an administrative interpretation and an applicant has the right to appeal the decision to the city commission, in writing, within 30 days following the written rendition of the city manager's decision. The city commission's decision regarding the use of the public right-of-way shall be final and non-appealable.
- D. *Drive-thru window signs.* Sign boards used at locations in conjunction with service at a drive-thru window are permitted so long as the size of the board does not exceed seven feet in height, nor 24 square feet in total area, with a maximum of two signs per drive thru window.
- E. *Subdivision identification signs.* Residential subdivision identification signs shall be located only at the roadway entrance(s) to the subdivision and subject to the following standards:
- 1. Such signs may be either one double faced sign or two signs where there are two walls at the entrance and where the signs are permanently affixed to the walls at each entrance of the subdivision.
 - 2. Each sign area shall be no greater than 36 square feet in area.
 - 3. Subdivision entrance signs are permitted within all residential zoning districts.
 - 4. Such subdivision entrance sign may be erected within rights-of-way or median strips adjacent to the subdivision, if approved by the city. A subdivision sign may also be located within the setbacks of private property within the subdivision or adjacent to the subdivision.

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5. Any such sign erected within a right-of-way or setback shall be at least ten feet from a paved roadway and signs located within a median shall be at least five feet from any paved roadway.
 6. All signs proposed to be located within a right-of-way or median shall be reviewed and approved by the development director, the police chief, and the public works director, for compliance with this section.
 7. Any such signs approved for location within the right-of-way or median, if such right-of-way or median is not within the jurisdiction of the city, shall obtain written permission from the governmental entity controlling the right-of-way or median prior to erecting the sign in a requested and approved location.
 8. Any signs proposed to be located on adjacent private property shall be approved and permitted by the owners of the adjacent property. Any such signs lying on private property shall be considered an additional permitted sign without regard to other applicable sections of this Code.
- F. *Construction site signs.* Temporary construction site signs identifying that an approved, active, on-site development project is underway, shall be permitted provided that such signs shall be subject to the following standards:
1. One temporary freestanding sign per street frontage, non-illuminated, with sign area of not more than 32 square feet, nor more than six feet in height; or
 2. One temporary wall sign per street frontage, which shall be non-illuminated with a sign area of not more than 32 square feet;
 3. Construction signs may be installed at the time of submission of a building permit application. It must be removed upon expiration of building permit or building permit application or when the project obtains a certificate of occupancy.
- G. *Awning signs.*
1. No portion of any sign projecting over a public sidewalk shall be less than nine feet above the grade of the sidewalk, with the exception of awning valances which shall not be less than eight feet above the sidewalk.
 2. Any sign projecting over private property and located where motor trucks may be required to pass beneath it shall be erected and maintained at a height of not less than 14 feet.
 3. Signs consisting of one line of letters not exceeding nine inches in height may be painted, placed or installed upon the hanging border only of any awning erected and maintained in accordance with this chapter. An identification emblem, insignia, initial or other similar feature not exceeding an area of eight square feet, may be painted, placed, or installed elsewhere on any awning provided that any sign, insignia or other such similar items shall comply with all other provisions of this chapter.
- H. *Changeable copy signs.*
1. Manual or electronic changeable copy information signs shall be permitted when attached to or made part of an otherwise permitted monument sign, and only related to

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- a theater, auditorium, convention center, sports field or arena, a regional attraction facility, or for motor fuel pricing, or a time & temperature sign. Such signs shall be limited to one changeable copy message sign per street frontage, and no more than two such signs shall be permitted on any individual parcel, including PUDs.
2. Electronic changeable copy signs shall be permitted to change their message no more than four times within a 24-hour period, except that time & temperature signs may change as the temperature changes, and as the time changes in one minute increments.
 3. Changeable copy signs shall comply with the permitted area of the sign to which it is attached pursuant to design standard matrix, table 6.11.17. The changeable copy element of the sign shall not exceed 25 percent of the total sign area.
 4. Maximum height and setbacks shall comply with the permitted height and setbacks for the sign type pursuant to design standard matrix, table 6.11.17.
 5. Types of manual or electronic changeable copy sign:
 - a. *Motor fuel pricing signs.* Motor fueling stations shall provide signage displaying the price of fuels. Signs shall advertise the price of motor fuels sold on the premises, subject to the following regulations:
 - i. One motor fuel price sign shall be permitted per street frontage with a maximum of two signs per fuel station. It shall be affixed to a permanent sign structure or to a building and shall not be located closer than ten feet to any side property line. The price sign shall be included in the total area of signage otherwise permitted.
 - ii. The sign shall not be more than 12 square feet per sign face.
 - iii. Signs placed on fuel pumps shall not exceed three square feet per sign face nor a total of six square feet per sign.
 - b. *Time and temperature signs.* Signs giving time and temperature, or either time or temperature information shall be permitted when attached to or made part of an otherwise permitted sign. Such signs shall not be larger than 20 percent of the permitted area of the sign to which they are attached or included. Such signs shall be counted as part of the permitted area of the sign to which they are attached.
 6. Prohibited lighting for electronic message sign:
 - a. Lamps, light emitting diodes, or bulbs in excess of the amount and intensity of light generated by a 30-watt incandescent lamp (the amount of light, measured in lumens, varies for lamp types. For example, a 30-watt incandescent lamp produces approximately 300 lumens).
 - b. Exposed reflectorized lamps, light emitting diodes, or bulbs; and lamps or bulbs not covered by a lens, filter, louver or sunscreen; or modes of operation that scroll, flash, zoom, twinkle or sparkle, or appear to do so.
 - I. *Landmarked signs.* The city shall designate a sign as a landmarked sign, based upon authenticated documentation that such sign is at least 25 years old and has existed as a defining feature of a landmarked or historic building or event. The acceptance of a sign as a landmarked

sign is subject to the written determination of the city development director, considering the age, location, condition, construction, and historic significance.

1. Landmarked signs shall be classified as conforming signs, and shall be permitted to be restored, maintained and repaired.
 2. Landmarked signs shall be exempt from setback, size, height, and area requirements of the code, except that such signs shall maintain not greater than their historic dimensions or area.
 3. Landmarked signs placement shall leave street corners free of obstructions to allow for safe vehicle and pedestrian movement and placement of utilities; and may be relocated on a site to do so.
- J. *Mural signs.* Mural signs shall be counted as wall signs for the portion which includes any message, logo or which depicts a product or service, and shall be of such a design as to compliment the architectural style of the subject building and shall be in keeping with the general character of the land use district. There shall be a maximum of only one mural sign per building. The sign portion of a mural sign, if any, shall comply with the dimensional requirements of a wall sign.
- K. *Memorial marker signs.* Memorial marker signs may be installed within a city road right-of-way at the request of an immediate family member. Memorial marker signs will be installed by city personnel after first receiving a signed memorial marker sign application. The memorial marker shall consist of a 15-inch diameter round aluminum sign panel with engineering grade sign sheeting with a white background, and black letters. The memorial marker will be placed on a standard u-channel post and be located at the outside edge of the mowing limits, or as directed by the public works director, or designee. Placement of the deceased's name on the memorial marker will be at the immediate family's option. No additional decorations or ornaments will be permitted. The memorial marker will remain in place for a minimum of one year, unless it becomes necessary to remove the marker for construction or maintenance purposes.

(Ord. No. 2399-2019, § 1, 5-13-19)

Sec. 6.11.14. "No fee permit" signs.

The following signs are allowed to be erected on private property in the city, subject to the granting of a "no-fee permit," so long as they conform to the following criteria:

- A. *Temporary signs.* One temporary freestanding sign per street frontage, non-illuminated, with a sign area of not more than 12 square feet per sign face with two face maximum per sign on any private lot or parcel. A temporary sign may be erected for a limited time period not to exceed six months per year. Signs may not be placed in a location that constitutes a safety hazard or hindrance to pedestrian or vehicular traffic. No temporary sign shall be placed on any public right-of-way or public property, without the written permission of the city development director, and for good cause shown. Generally, signs shall not be placed upon public rights of way or public property unless the government is a sponsor or unless the sign is for public benefit, such as the wayfinder signs below.

B. *Governmental flags.* Official governmental flags may be displayed on any real property in the city in accordance with the standards and customs for the display of flags, including the USC 36, chapter 10, and other governmental regulations, all as amended from time to time, and the following additional rules:

1. One flag pole shall be permitted on a single property, unless otherwise permitted in a planned unit development, and no flag pole shall exceed 50 feet in height. Flag poles on single family and duplex residential properties shall not exceed 20 feet in height. Not more than two flags may be flown on a single pole. Three flags may be flown from a single pole with a yardarm designed for such purpose. The maximum area of each flag shall be determined by the height of the flag pole as follows:

Up to 20 feet 3 × 5 feet

20 to 25 feet 4 × 6 feet

25 to 30 feet 5 × 8 feet

30 to 35 feet 5 × 8 feet

35 to 40 feet 6 × 10 feet

40 to 45 feet 6 × 10 feet

45 to 50 feet 8 × 12 feet

2. A flag pole shall not be closer than ten feet to any property line or overhead electric line.
3. In lieu of the flag pole permitted above, one flag may be flown on a pole projecting from a building.
4. If a flag pole is less than 20 feet in height, it shall be considered as an exempt sign, not requiring a permit.

C. *Wayfinder and directional signs within public rights-of-way.* These signs include the following:

1. A sign that provides notice to the public of a public meeting, locations open to the public, or a special event.
2. A sign designed to guide or direct pedestrians or vehicular traffic and which may include kiosks that provide information of general benefit to the community.
3. A wayfinder or directional sign shall meet the following criteria:
 - a. The signs shall not conceal or obstruct adjacent land uses or signs;
 - b. The signs shall not conflict with the principal permitted use of the site or adjoining sites;
 - c. The signs shall not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians; and
 - d. Directional signs shall be no greater than eight inches by 30 inches per sign.
4. The public works director or the police chief may require the location or relocation based on potential or actual traffic obstruction.

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- D. *Mural*. A mural, which is not a mural sign, may be painted or placed on one or more exterior walls, subject to review of a representation and its approval by the community redevelopment board (within the community redevelopment area) or the land planning agency, elsewhere within the city. The representation may include an illustration, sketch, model, photograph, or other means of visually conveying the proposed mural.

Sec. 6.11.15. Exempt signs (not requiring a permit).

The following signs are allowed to be erected on private property in the city, without a permit, so long as they conform to the following criteria:

- A. *Valet parking signs*. Valet parking signs shall be limited to one sandwich board. The sign area shall not exceed six square feet in area. The location of such sign shall be approved by the development director, and the police chief. The sign must be removed during hours when the approved valet parking queue is not in use. Traffic control cones may be used for queuing purposes; however they shall not contain any additional signage or markings, and must be removed when the valet parking queue is not in use.
- B. *Automated teller machine (ATM) panels*. One panel which is physically constructed within and is an integral part of an ATM.
- C. *Directional signs*. Such signs shall be for the purpose of directing vehicular and pedestrian traffic, and shall not extend more than five feet from the ground and shall not be greater than four square feet in area per sign face.
- D. *Hours of operation signs*. Signs denoting hours of operation shall be non-illuminated; have a sign face of not more than one square foot and be located close to the entry of the establishment.
- E. *Instructional signs*. Instructional signs are signs which convey safety information or legal information or instructions with respect to the premises on which located, including, but not limited to, "no trespassing," "danger" or "bad dog" signs. Such signs shall not have a height of more than five feet from the ground and shall not be greater than three square feet in area.
- F. *Nameplates*. One nameplate sign per building, not exceeding three square feet in area, and bearing the building or occupant name or street address of the principal building.
- G. *Non-residential and multi-family residential real estate signs*.
- a. One freestanding sign structure with up to two sign faces, with or without post caps or covers, shall be permitted for each street frontage.
 - b. Signs shall not exceed 16 square feet in area per face, and shall not be higher than six feet above the adjacent finished grade. A V-shape sign shall be permitted and shall be considered as one sign as long as it has no more than two faces, and the interior angle does not exceed 90 degrees.
- H. *Single family and duplex residential real estate signs*.
- a. One freestanding sign structure with up to two sign faces shall be permitted for each single-family or duplex property, and shall not exceed three square feet in area, per face, and shall not be higher than four feet above the adjacent finished grade. One additional

sign per lot may be erected on a lot which borders a waterway or which is a corner lot, provided that the additional sign is located along the waterways or placed so there is only one sign per street frontage.

- b. One freestanding sign structure with up to two sign faces shall be permitted for each multi-family property, and shall not exceed 16 square feet in area per face, and shall not be higher than six feet above the adjacent finished grade. One additional sign per lot may be erected on a lot which borders a waterway or which is a corner lot, provided that the additional sign is located along the waterways or placed so there is only one sign per street frontage.
- c. An additional "rider" sign of not greater than one square foot may be attached to or accompany a residential real estate sign.
- I. *Tenant panels.* The tenant panels in a directory sign, or a sign which accommodates a tenant, is exempt from needing a permit provided that the sign was permitted and there is no change in colors or letter style.
- J. *Political signs.* Temporary political signs of not more than two sides with a maximum area of 16 square feet or less may be placed or approved by the owner or occupant on private real property. No political signs may be located within any right-of-way or on any public property pursuant to section 14-27 of the Code of Ordinances. Election campaign material shall be removed pursuant to those provisions contained in section 14-26 of the Code of Ordinances.

Sec. 6.11.16. Prohibited signs.

The following signs, or sign features, are prohibited within the City of Stuart; however, certain exceptions as noted herein are allowed. It shall be unlawful for any persons to erect prohibited signs or use prohibited sign features:

- A. Wind signs.
- B. Roof signs.
- C. Snipe signs.
- D. Banners and flags, not otherwise permitted herein.
- E. Signs confusing to vehicular drivers.
- F. Vehicular signs, except graphics applied or painted upon a vehicle.
- G. Waterborne signs.
- H. Private signs in public rights-of-way.
- I. Pole signs.
- J. Intermittent lighting, animation, moving or rotating signs, not including governmental traffic signals and devices.
- K. Balloons.
- L. Noise producing signs.
- M. Off-premise signs, except for banners as provided herein.

- N. Obscene signs as follows: A sign shall not exhibit thereon any lewd, lascivious, or obscene character or illustration, as the same may be defined by community standards and by law.
- O. Sidewalk signs and sandwich board sidewalk signs. Effective December 31, 2013.
- P. Electronic message units, not otherwise permitted herein.
- Q. Billboards, not otherwise permitted herein. This provision shall not apply to the three billboards that are the subject of a settlement agreement entered into by the city in 2009.
- R. Any sign not provided for, or expressly permitted by this code is prohibited.

Sec. 6.11.17. Design standards matrix.

The following matrix table sets forth additional standards for various types of signs when located in various zoning districts or defined by use. The standards set forth therein are subject to descriptions, interpretations, exceptions, and limitations as provided for elsewhere in the LDC.

Table 6.11.17

DESIGN STANDARDS MATRIX SIGNS IN B-1, B-2, B-4, I, H, P; Urban Code Districts including Urban highway (UH), Urban General (UG), Urban Center (UC) and Urban Waterfront (UW); East Stuart Code Districts including Business and Mixed-use (BMU).						
Type of Sign	Quantity	Area (max.)	Location	Height	Sign Copy Limits	Illumination
Wall	Not more than two per occupant	1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy)	on building face	N/A	N/A	Allowed
Projecting	One per street frontage per occupant	16 sq. ft./face	from building face (6' max)	9' minimum	N/A	Allowed
Under canopy	One per street frontage per occupant	4 sq. ft./face	hung under canopy	N/A	N/A	Allowed

Monument	One or more allowed based on parcel frontage	$\frac{3}{4}$ sq. ft. per linear foot of frontage (not to exceed 100 sq. ft./face with (2) face maximum per monument sign) with a minimum 300' separation per parcel	10' front yard setback minimum and 25' front yard setback maximum	15' max on US1, otherwise 10' max	6' - 3 tenant signs/face 10' - 4 tenant signs/face 12' - 5 tenant signs/face 15' - 6 tenant signs/face	Allowed
Free-standing	One per frontage	16 sq. ft./face (6 ft. max width) with a minimum 300' separation	10' front yard setback	6' max	6' - 3 tenant signs/face	Allowed
Directory	One per building	24 sq. ft.	on building face	N/A	N/A	Allowed
Tenant	One per business	2 sq. ft.	at the entrance of the office	N/A	N/A	N/A
Billboard ("I" district only)	1000' separation and 300' from residential	100 sq. ft. / face with (2) face maximum per sign (20 ft. max width and 8 ft. max height)	at least 20 feet from road right of way or property line	25' max	N/A	Allowed
Manual or Electronic Changeable Copy	One changeable copy message sign per street frontage; 2 max per parcel	100 sq. ft. (may be exceeded if it is determined by the Development Director that a larger sign is necessary)	On primary building frontage; vertical clearance of at least 9' above grade; shall be installed perpendicular	N/A	N/A	Allowed

		to complement the architectural character of the structure to which it is attached)	or parallel to the building facade			
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SIGNS IN R-3 and B-3; Urban Sub-districts including Urban neighborhood (UN); East Stuart Special Study Area including General residential and office (GRO) and Single-family duplex sub-district (SFD).						
Type of Sign	Quantity	Area (max.)	Location	Height	Sign Copy Limits	Illumination
Wall ¹	One per occupant	not to exceed 24 sq. ft. ¹	on building face	N/A	N/A	Allowed
Projecting	One per business	8 sq. ft./face	from building	N/A	N/A	Allowed
Under canopy	One per business	4 sq. ft./face	under canopy	N/A	N/A	Allowed
Monument ¹	One per frontage	not to exceed 24 sq. ft./face ¹	10' front yard setback	6' max	3 tenant sign/face	Allowed
Free-standing	One per frontage	10 sq. ft./face (6 ft. max width)	10' front yard setback	6' max	3 tenant sign/face	Allowed
Directory	One per building	16 sq. ft.	on building face	N/A	N/A	Allowed
Tenant	One per business	2 sq. ft.	at the entrance of the office	N/A	N/A	N/A
¹ In R-3 and B-3 districts, a monument sign shall not be allowed, and a wall sign shall be limited to 12 square feet per face unless the property fronts SE Ocean Boulevard, US-1, SW Osceola Street, S Kanner Highway, and Dixie Highway (NW SR 707).						

Chapter
DEFINITIONS

XII

The following words, terms and phrases, when used in this Land Development Code, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Abandoned signs means a sign located on a property where the use advertised on the sign is unlicensed; has failed to pay its local business taxes or which use is no longer located on the premises.

(Ord. No. 2145-07, § 4, 11-26-07)

Accessory dwelling unit, detached means a second dwelling unit located on the same property as the primary dwelling unit but in a separate structure. Outside the Creek District and the East Stuart Neighborhood, an accessory dwelling unit and the primary dwelling unit shall be occupied by members of a single family as "family" is defined herein. An accessory dwelling unit shall use the same street address as the primary dwelling unit. May include a garage apartment as defined below.

(Ord. No. 1827-02, § 3, 1-28-02; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Accessory structure (or building) means a subordinate building or structure detached from, but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal building or structure. Examples of accessory buildings and structures include detached garages, cabanas, and gazebos (screened or open walled). Accessory structures shall not include pool screen enclosures, a porch, or a screened porch.

(Ord. No. 1720-00, 3-27-00)

Accessory uses means a subordinate use which is not an integral part of the principle structure; a use that is commonly or customarily incidental to the principal use; a secondary use that is located on the same premises as the principal use, such as garages, parking lots, or maintenance structures.

Addition to an existing building means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Adjacent means the condition of being near to or close to but not necessarily having a common dividing line. Two properties which are separated by only a street or alley shall be considered as adjoining one another.

Adult business means individually or in combination an adult arcade, adult bookstore, adult dancing establishment, adult motel, adult motion picture theater or massage establishment as the terms are defined herein and any other establishment whose employees display or expose specified anatomical areas as defined herein.

Adult arcade means an establishment where, for any form of consideration, one or more motion picture projectors, slide projectors, or similar machines, for viewing are used to show films, motion

pictures, video cassettes, slides, or other photographic reproductions which are characterized by emphasis upon the depiction or description of specified sexual activities or specified anatomical areas.

Adult bookstore means an establishment including a video store which sells or rents adult materials in any form to the public, the revenues of which represent more than ten percent of the gross revenues of the establishment over the same period, or that comprise more than 25 percent of the individual materials displayed within the establishment as its stock-in-trade.

Adult dancing establishment means an establishment whose employees display or expose specified anatomical areas while dancing.

Adult materials means books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations or recordings which have as their primary or dominant theme matter depicting, illustrating, describing or relating to specified sexual activities or specified anatomical areas, or instruments, devices or paraphernalia which are designed for use in connection with specified sexual activities.

Adult motel means any hotel or motel, boardinghouse, roominghouse, or other lodging used predominantly for transient customers which provides motion pictures and other film material which has as its primary or dominant theme matters depicting, illustrating or relating to specified sexual activities for observation by the occupants thereof.

Adult motion picture theater means an establishment designed to permit the viewing of motion pictures and other film material which has as its primary or dominant theme matters depicting, illustrating or relating to specified sexual activities for observation by the patrons thereof.

Adult massage establishment means an establishment in which an employee thereof manipulates the skin and muscle tissues of the body of another person with any part of the hand, but not including an establishment licensed under F.S. ch. 480, whose employees practicing massage are licensed under ch. 480, or an establishment exempted under F.S. § 480.034, or a physician or nurse engaged in the practice of their professions, or a licensed health care facility.

Adult business premises means an enclosed building or a portion of an enclosed building which is physically occupied by an adult business.

Adult day care center means any building, buildings, or part of a building, whether operated for profit or not, in which is provided through its ownership or management, for a part of a day, basic services to three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage, and who require such services, as defined in F.S. § 429.901(1), amended time to time, as defined in F.S. § 429.65(2), amended time to time.

Assisted living facility or facility means, for purposes of this Code, any building or buildings, section of a building or distinct part of a building, residence, private home, boarding home, home for the aged, or other place, whether operated for profit or not, which undertakes through its ownership and staff, to provide, for a period exceeding 24 hours, housing, food service, and one or more personal services, for adults who are not related to the owner or administrator by blood or marriage and who require such services, as defined in F.S. § 429.02(5), amended time to time. The term, as defined herein, shall specifically exclude centers or facilities which are primarily intended as treatment centers for individuals suffering from chemical dependency (alcohol or drugs) or mental illness.

(Ord. No. 1879-02, § 1, 7-22-02)

Adverse effects means any modifications, alterations, or effects on waters, associated wetlands, or shorelands, including their quality, quantity, hydrology, surface area, species composition, or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety or property, to biological productivity, diversity, or stability or which unreasonably interfere with the reasonable use of property, including outdoor recreation. The term includes secondary and cumulative as well as direct impacts.

Advertising structure means any structure erected for advertising purposes, with or without any advertisement display thereon, situated upon or attached to real property, upon which any poster, bill printing painting, device, or other advertisement of any kind whatsoever may be placed, posted, painted, tacked, nailed or otherwise fastened, affixed or displayed; provided that the term shall not include buildings.

Affected person means the owner, resident or other occupant of the real property which is the subject of a quasi-judicial proceeding, or an "aggrieved or adversely affected party" as the term is defined at F.S. § 163.3215(2).

(Ord. No. 1941-03, § 1, 6-9-03)

Aggregate sign area means total area of all permanent signs on the premises.

(Ord. No. 2145-07, § 4, 11-26-07)

Allowable discharge means the peak runoff rate which may be approved from a site or parcel such that no adverse impacts to existing off-site properties will result. Allowable discharge is limited to the predevelopment rates and patterns or rates or patterns determined in a previous approved surface water management permit or plan.

Alter or *alteration* means to cut, remove, defoliate or destroy by any means.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Amenity space means and includes open space and public plaza areas which may be open or covered and permanently available for use as public gathering areas, fountains and water features, streetscaped areas with benches and landscape, and areas with required landscaping that are at minimum, 150 percent above the Code specifications at section 6.04.06 of the Land Development Code.

(Ord. No. 2077-06, § 3, 7-10-06)

Animated sign means a sign which uses movement or change of lighting to depict action or to create a special effect or scene.

(Ord. No. 2145-07, § 4, 11-26-07)

Antenna means a transmitting or receiving device used for personal wireless or other communications services that radiates or captures electromagnetic waves, including directional antennas, panel and microwave dish antennas, and omni-directional antennas such as whips, but excluding radar antennas, amateur radio antennas and satellite earth stations.

Antenna support structure means any building or other structure, other than a tower, which can be used for location of wireless telecommunications facilities.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Appliance stores means establishments primarily engaged in retailing an array of new household appliances, such as refrigerators, dishwashers, ovens, irons, coffeemakers, hair dryers, electric razors, room air-conditioners, microwave ovens, sewing machines, and vacuum cleaners, or retailing new appliances in combination with appliance repair services.

Approved pain specialist means a physician, or group of physicians licensed under either F.S. ch. 458 or 459 and who comply with F.A.C. 64B8-9.0131 (medical doctors) or F.A.C. 64B15-14.005 and F.A.C. 64B15-14.009 (osteopathic physicians), as each is amended from time to time.

(Ord. No. 2212-10, 9-13-10)

Appurtenances means that which is an accessory to another structure, including, but not limited to, stonewalls, fences, light fixtures, steps, paving, sidewalks, shutters, and signs.

(Ord. No. 2145-07, § 4, 11-26-07)

Arbor means an open, lightweight structure that may have a horizontal element spanning over a walkway, deck, or garden area, intended primarily to provide shade and support the growth of vegetation such as vines and climbing plants.

Arcade means a covered walkway located on private property along the street facade of a building, except where specifically designated to occur on public property. Arcades are open to the adjacent street between columns, which may be either load-bearing or cosmetic. "Arcade" as used herein is not meant to imply that the columns must carry arches; horizontal lintels may be used to span between columns. Interior building space may be constructed above an arcade.

Architectural character means the basic detailing, architectural rhythm, architectural style, appearance and historic period of a building or group of buildings or structures, including site and landscape development.

Architectural feature means a structural or ornamental feature of a building or structure, including, but not limited to, balconies, chimneys, bay windows, cornices, coping, parapets, steps, staircases, screened utilities, and tower structures, other than telecommunications towers.

Area of copy (to be used when copy is on facia or wall sign only) means the entire area within a single, continuous perimeter composed of squares or rectangles, which enclose the extreme limits of the advertising message, announcement or decoration on a facia or wall sign.

Area of sign (to be used only when area of copy is not applicable) means the area of the largest single face of the sign within a perimeter which forms the outside shape including any frame, and which forms an integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed, if the sign consists of more than one section or module, all areas will be totalled.

Art shop/galleries means an establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

Artisanal use means premises for the manufacture and sale of artifacts employing only handwork and/or table mounted electrical machinery emitting no odors or noise beyond the immediate premises.

Artist means an individual or group of individuals whose vocation or avocation is the creation of visual art; or who possesses a university degree in visual art; or who has exhibited visual art publicly in galleries or museums; or who has published critical reviews of visual art; or who has been commissioned for works of art for public places.

ASCE 24 means a standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Automatic amusement center and game room means a place of business having at least 50 coin-operated amusement games or machines on premises, which are operated for the entertainment of the general public and tourists as a bona fide amusement facility, as defined in F.S. § 849.161, amended from time to time.

Automobile rental/leasing establishment means leasing or renting of automobiles, motorcycles, and light load vehicles.

Automobile repair services, major, means the replacement of engine parts, body work, tire or exhaust system repair or replacement, or the installation of any electrical device within an enclosed facility. If located within Industrial zoned district, repairs are not limited to within an enclosed facility.

Automobile repair services, minor, means an enclosed facility where motor vehicles are serviced and where minor repairs to vehicles are made but not including major auto repair. If located within Industrial zoned district, repairs are not limited to within an enclosed facility.

(Ord. No. 1685-99, 7-26-99)

Automobile sales means a retail business primarily housed in a structure and characterized by a mixture of related uses upon a commercial site; however, the principal use of the site shall be the marketing of new or used automobiles, whether by sale, rent, lease, or other commercial or financial means. Secondary supporting uses may also exist upon the same site, such as maintenance, repair and service areas, parts storage areas, and financial service areas.

Availability/available, with regard to the provision of facilities and services concurrent with the impacts of development, means that at a minimum the facilities and services will be provided in accordance with the standards set forth in F.S. § 163.3180.

Avoidance means taking action so there is no adverse impact to environmentally sensitive resources.

Awning sign means letters or characters placed upon an awning or awning valance.

(Ord. No. 2145-07, § 4, 11-26-07)

Bakery, retail, means a place for preparing, cooking, baking, and selling of products on the premises.

Bakery, warehouse, means a place for preparing, cooking, baking, and selling of products intended for off-premises distribution.

Balcony means a structural platform, surrounded by a railing or other retaining device that projects from the street facade of a building at an elevated floor without direct support from the ground.

Balloon means a lighter than air sign or display tethered to the ground or a structure.

Banks/financial institutions means provision of financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are generally provided on site. Typical uses include banks, savings and loan associations, savings banks, credit unions, lending establishments, and automatic teller machines (ATMs).

Banner means a temporary sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind with only the material for a backing. "Banner" shall include any animated or fluttering devices designed to attract attention.

(Ord. No. 2145-07, § 4, 11-26-07)

Bars means a commercial establishment whose principal business is the sale of drinks, especially alcoholic drinks, and sometimes food which is served to the customer in a ready to consume state on premises. Bars may include beer gardens, pubs, taverns, night clubs, private clubs, and similar facilities serving alcohol.

Barbershop means any place of business wherein the practice of barbering is carried on, as defined in F.S. § 473.034, amended from time to time.

Base flood means a flood having a one percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood." (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Basement means that portion of a building having its floor sub grade (below ground level) on all sides. A basement shall not be considered a story.

(Ord. No. 1979-04, § 1, 6-28-04)

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Beauty salon means any establishment where cosmetology services are provided including hair care, nail care, and skin care on a regular basis for compensation.

Bed and breakfast inn means a family home structure, with no more than 15 sleeping rooms, which has been modified to serve as a transient public lodging establishment, which provides the accommodation and meal services generally offered by a bed and breakfast inn, and which is recognized as a bed and breakfast inn in the community in which it is situated or by the hospitality industry, as defined in F.S. 509.242(1)(f), amended time to time. This definition specifically excludes halfway houses and nonsecure residential drug and alcohol treatment and rehabilitation facilities.

Beer garden means a permanent establishment which includes any area out-of-doors and not completely contained within a building in which alcoholic beverages or food are served.

Below grade means occurring or situated below the surface of the ground.

Beneficial functions of a protected environmentally sensitive area means those functions, described in the conservation element of the Stuart Comprehensive Plan, that justify designating an area as environmentally sensitive.

Berm means mounding of soil which is planted with living plant material designed as a natural landscape feature or buffer to screen incompatible land uses or to absorb or otherwise reduce undesirable impacts, such as noise, smoke, glare, or similar nuisances.

Bicycle parking means an area intended for secure bicycle parking, with appropriate racks and storage areas, located within required parking areas.

Billboard means a flat surface (such as a panel, wall or fence) on which bills are placed; specifically, a large panel designed to carry outdoor advertising, particularly for an off-premises sale.

(Ord. No. 2145-07, § 4, 11-26-07)

Board means the city commission, the board of adjustment and the planning advisory board, all of the City of Stuart.

Boat sales and service means a retail business where the principal use of the site shall be the marketing of new or used boats, whether by sale, rent, lease, or other commercial or financial means. Secondary supporting uses may also exist upon the same site, such as maintenance, repair and service areas, parts storage areas, and financial service areas.

Boat storage, dry, means any building, structure or area in which boats are stored, out of water, by placing them in racks, trailers or other devices.

Book and stationary store means a retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any "adult bookstore," "adult theater," "theater," or "studio theater."

Bower means a leafy shelter or recess; arbor.

Bowling alley means a place of business having at least 12 bowling lanes on the premises which are operated for the entertainment of the general public for the purpose of engaging in the sport of bowling, as defined in F.S. § 849.141(2)(b), amended time to time.

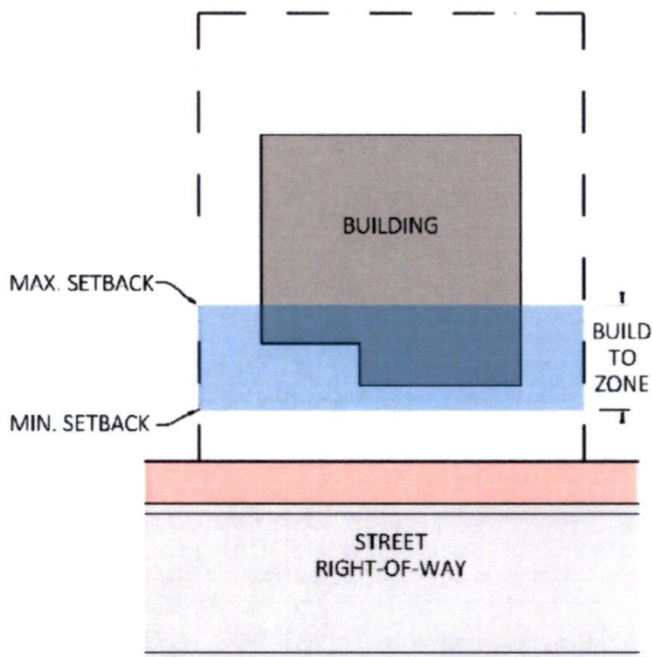
Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

Buffer means a landscape area which may include walls, fences, berms, trees, shrubs, hedges, ground cover and other plant materials.

Buffer screen means that portion of a buffer which includes a six-foot high, opaque vegetative landscape screen designed and maintained to visually screen a development or portion thereof from adjacent property within one year of construction and planting.

Build-to line means that a building must be built to the specified line set forth in the Urban Code.

Build-to zone means that a building's facade must be built to the specified zone or the area between the minimum and maximum setbacks within which the building's facade is to be located.



(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23; Ord. No. 2520-2023, § 1(Exh. A), 10-23-23)

Building face means the total area of the exterior walls of a building that generally faces one direction. For example, a rectangular building has four building faces.

(Ord. No. 2206-10, 7-12-10)

Building footprint means the area of land covered by the building foundation, including the area contained within a line three feet from the foundation around the entire perimeter of the building (as referenced in chapter 6).

Building footprint means the area of land covered by the building foundation to the outside of the exterior walls (as referenced in chapter 3).

Building frontage means:

- (a) The building frontage for an interior lot is the portion of the lot abutting the primary street minus the required side setbacks.
- (b) The building frontage for the primary street side of a corner lot is the portion of the lot abutting the primary street minus the required side setbacks.
- (c) The building frontage for the secondary street side of a corner lot is the portion of the lot abutting the secondary street minus the required front and rear setbacks.
- (d) Building frontage is expressed in percentages and may vary from floor to floor.

(Ord. No. 2145-07, § 4, 11-26-07)

Building height means the vertical distance from grade to the highest finished roof surface of a flat roof or to the mean level between eaves and ridge for gable, hip, or gambrel roofs.

(Ord. No. 1841-02, § 2, 6-10-02; Ord. No. 1979-04, § 1, 6-28-04; Ord. No. 2145-07, § 4, 11-26-07)

Building height means the vertical distance measured from the lowest permissible finished first-floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height. A parapet wall shall not be counted in the calculation of building height (as referenced in chapter 3).

Bulletin board means a board for posting notices.

Bus and train (passenger) station means a facility for the transfer, pickup, or discharge of people or goods without the long-term storage of such items.

Bus and train (passenger) terminal means any premises for the transient housing or parking of motor-driven buses or trains, and may or may not include the loading and unloading of passengers.

Buttocks means the area of the rear of the body which lies between two imaginary lines running parallel to the ground when a person is standing, the top such line drawn at the top of the cleavage of the nates and the bottom line drawn at the lowest visible point of the cleavage, and between two imaginary lines perpendicular to the ground drawn at the point at which each nate meets the outer side of each leg.

Cabana room means a rigid porch, metal Florida room and other similar permanent unit installed or constructed as home adjuncts, totally or partially enclosed with sidewalls made of metal or other approved rigid material.

Cabinet sign means a sign incorporating a rigid frame which supports and retains the sign face panel(s) and/or background constructed of plastic or similar material, and which has an internal light source. Cabinet signs do not include signs composed of individually-mounted and individually-illuminated letters, or logos no larger than the lettering to which they relate.

(Ord. No. 2145-07, § 4, 11-26-07)

Canopy means a covered structure projecting from the face of the principal building. Canopies may be cantilevered or self-supporting and include awnings.

Car wash means the primary use of a site for washing and cleaning of passenger vehicles, recreational vehicles, or other light duty equipment.

Carport means an open structure that shelters a parking area. Carports may be detached from the principal building; when attached, they are typically of a contrasting architectural character from the principal building (as opposed to a porte cochere, which is considered part of the building.)

Catering shop means an establishment whose principal use is the preparation and provision of food served to the customer at a location off the premises. A catering shop may be accessory to a restaurant.

Cells-on-wheels means a temporary, transportable wireless telecommunications facility (WTCF) used to provide emergency or temporary transmission capacity.

Cemetery means land used or intended to be used for the burial of the human dead and dedicated for cemetery purposes, including, mausoleums and funeral homes, if operated in connection with and within the boundaries of such cemetery.

Changeable copy sign means a sign with informational content that can be changed or altered by manual or electronic means to display a message.

(Ord. No. 2145-07, § 4, 11-26-07)

Child care center means a child care facility or arrangement which provides child care for more than five children not related to the operator excepting schools, summer day camps, bible schools normally conducted during vacation periods and transient establishments, as defined in F.S. § 402.302(2), amended time to time. All facilities of this size must be licensed with the Florida Department of Children and Family Services unless determined to be exempt.

(Ord. No. 1935-03, § 2, 4-28-03)

City development director means the administrative head of the city development department of the City of Stuart or his/her designee.

Civil plan means a document providing detailed engineering and construction features including all underground construction, storm water management structures, utilities, curb cuts, driveway cuts, work within a public right-of-way, and site lighting and complying with the reasonable design criteria contained in Appendix A.

Clinic. See *Pain management clinic*.

Clothiers means stores selling or accepting for sale clothing at retail.

Clubs, lodges, and fraternal organizations means an establishment providing meeting, recreational, or social facilities for a private or non-profit association, primarily for use by members and guests. Typical uses include private social clubs and fraternal organizations.

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053 and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions. (As referenced in chapter 5 - Floodplain Management)

(Ord. No. 2303-2015, 2-9-15)

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC,B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."] (As referenced in chapter 5 - Floodplain Management)

(Ord. No. 2303-2015, 2-9-15)

Coastal wetlands and shorelines consist of the following: water and submerged lands of oceanic water bodies or estuarine water bodies; shorelines adjacent to oceanic waters or estuaries; coastal barriers; living marine resources; marine wetlands; water-dependent facilities or water-related facilities on oceanic or estuarine waters; or public access facilities to oceanic beaches or estuarine shorelines; and all lands adjacent to such occurrences where development activities would impact the integrity or quality of the above.

Coldframes means a frame with a glass or plastic top in which small plants are grown and protected without artificial heat.

Cold storage means the storage of things in an artificially cooled place for preservation.

Combustible sign means any sign or sign structure which has an internal electrical circuit which may ignite or support flames and which has a low flame point. Prime examples of combustible signs would be wood, cloth, and the like.

(Ord. No. 2145-07, § 4, 11-26-07)

Commercial nursery or tree farm means a licensed plant or tree nursery or farm in relation to those trees planted and growing on the premises of said licensee, which are so planted and growing for the sale or intended sale to the general public in the ordinary course of said licensee's business.

Commercial planned unit development (CPUD) means an alternative means of development and an alternative zoning procedure for predominately commercial purposes, in accordance with section 2.07.00.E and with the planning and development objectives of the City.

Commercial cruise boats means any boat used for sightseeing or excursion purposes. "Commercial" shall mean that a charge is made on a per-passenger or per-trip basis.

Common area, with respect to an ACLF, means that interior, under roof area of the facility open to all residents for common usage (not including hallways), which shall include, but not be limited to, such uses as dining and recreation.

Common elements means lands, structures and facilities whose ownership or use is shared by all owners or occupants within the PUD. Common elements may include, but are not limited to, open space, recreation facilities, water bodies, private streets and roads, utility systems, and joint parking or loading provisions.

Community center means a building used for recreational, social, educational and cultural activities, owned and operated by a public or nonprofit group or agency.

Community redevelopment agency (CRA) means a public agency that was created by the city commission on May 12, 1986 in accordance with the provisions of Florida statutes and encompasses approximately 700 acres of land, including those areas with an Urban Code, The Creek District, and East Stuart Neighborhood zoning designations.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Community residential home means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services or licensed by the Agency for Health Care Administration, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents, as defined in F.S. § 419.001(1)(a), amended time to time.

Community garden means an area of land managed and maintained for the use of one or more individuals to grow and harvest food crops, non-food ornamental crops, such as flowers, or both solely for the use, consumption or donation by two or more persons maintaining the community garden.

Comparable zoning district means to the most closely similar zoning district based upon the land use designation, the Comprehensive Plan, proposed uses, densities and lot sizes.

Comprehensive Plan text amendment means any amendment to the text of the comprehensive plan that does not include an amendment to the future land use map and that does not include amendments that change the actual list of permitted, conditional or prohibited uses in a land use category.

Concept plan means a document containing a verbal or graphic depiction, or both verbal and graphic depictions (specifications and/or drawings) providing the generalized arrangement of land and structures including buildings, tenancies or premises, landscape, storm water management, utilities, paved surfaces, sidewalks, parking areas, and open space, and complying with the reasonable design criteria contained in appendix B.

Concurrency means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

Concurrency management system (CMS) means the procedures and/or process that the City of Stuart uses to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

Concurrency service area (CSA) means the geographic subsection of the school district within which school concurrency is measured.

Conditional use means a use or occupancy of a structure which because of the unique nature of the use, size, location, or various characteristics particular to the zoning district, is permitted only upon issuance of a major conditional use approval and subject to the limitations and conditions specified therein.

Construction permit means a permit as that term is used in the Florida Building Code.

Construction plan means one or more detailed and specific written, graphic and pictorial documents depicting a proposed or completed construction, and the term is synonymous with construction documents, as that term is used in the Florida Building Code to describe the design, location and physical characteristics of the elements of a project necessary for obtaining a building permit.

Contiguous lots means lots which are included in a unified development plan that are either abutting or separated by a public right-of-way.

Copy services and duplicating services means a retail establishment that provides duplicating services using photocopying, blueprint, and offset printing equipment and may include the collating and binding of booklets and reports.

Corps means the United States Army Corps of Engineers.

Cottage lot means an individual parcel of real property, individually platted or otherwise "of record" on December 10, 2007, which does not meet the minimum lot requirements within its land use (zoning) district.

(Ord. No. 2146-07, § 2, 12-10-07)

Cottage lot application form means the form submitted to the development department containing details of the development requesting consideration under section 2.05.00, pertaining to cottage lots.

(Ord. No. 2146-07, § 2, 12-10-07)

Craft distillery means a licensed distillery that produces 75,000 or fewer gallons per calendar year of distilled spirits on its premises and has notified the Florida Division of Alcoholic Beverages and Tobacco in writing of its decision to qualify as a craft distillery, as defined in F.S. § 565.03, amended time to time.

Crematorium means a location containing properly installed, certified apparatus intended for use in the act of cremation.

Curb cut means an area designated on a property for ingress and egress.

Day means a calendar day unless a working day is indicated.

(Ord. No. 1899-02, 11-18-02)

Decorative paving materials means materials used in/for sidewalks and other forms of pedestrian accessways and shall include paver blocks, bricks and stamped concrete. Decorative paving materials shall not include asphalt or smooth or broom-finished concrete.

(Ord. No. 1719-00, 4-10-00)

Demolition means the intended destructive removal of a building, in whole or in part, from its site.

(Ord. No. 2091-06, § 1, 12-11-06)

Demolition by neglect means neglect in the maintenance of any building or structure resulting in one or more of the following:

- A. The deterioration of a building(s) or structure, to the extent that it creates or permits a hazardous or unsafe condition as determined by the building official; and
- B. The deterioration of a building or structure, as determined by the building official, characterized by one or more of the following:
 - 1. Parts that may fall and injure persons or property;
 - 2. Deteriorated or inadequate foundation;
 - 3. Defective or deteriorated floor supports or floor supports insufficient to carry imposed loads safely;
 - 4. Walls or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
 - 5. Walls or other vertical supports that are insufficient to carry imposed loads safely;
 - 6. Ceilings, roofs, ceiling and roof supports, or other horizontal parts of a structure which sag, split, or buckle due to defective material or deterioration or are insufficient to carry imposed loads safely;
 - 7. Any fault, defect or condition in the building which renders the building or structure structurally unsafe or not properly water-tight;
 - 8. Unsafe electrical, plumbing or mechanical (HVAC) systems;
 - 9. Water intrusion causing water damage to the interior of the building or structure caused by broken or missing windows, broken or missing doors and/or deterioration of roofing material; or
 - 10. Excessive damage to exterior and interior wood framing, flooring systems, and finishes caused by termites, to the extent that the building or structure may be unsafe.

(Ord. No. 2091-06, § 1, 12-11-06)

Density bonus means additional residential density may be approved for a RPUD in accordance with the City of Stuart's comprehensive plan and land development regulations provided the total density does not exceed 30 dwelling units per acre. A density bonus may only be granted at the discretion of the city commission as an incentive for developments to provide greater public amenities or housing

opportunities which enhance the city, such as affordable housing, new housing stock, or housing types that are in demand.

(Ord. No. 2332-2017, § 1, 8-28-17)

Department means the Florida Department of Environmental Protection.

Depth means a lineal dimension of a site or building measured on a line perpendicular to the line of the street frontage.

Depth means a lineal dimension of a site or building measured on a line perpendicular to the line of the lot frontage (as referenced in chapter 3).

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

(As referenced in chapter 5 - Floodplains Management.)

(Ord. No. 2303-2015, 2-9-15)

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Developer means any person or entity, including a governmental agency, undertaking any development as defined in this Code.

Development means any activity that:

- (a) Produces a material change in the function, use or appearance of a parcel of land or of any structure, including, but not limited to, tree removal, landscaping, environmental maintenance or remediation, demolition, excavation, earth moving, land grading, construction, underground construction, renovation, or structural alterations;
- (b) Any activity that results in or is intended to result in a change in the intensity or use of land; or
- (c) The subdivision of land.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent

storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Development order means any order granting, denying, or granting with conditions an application for a development permit as defined in this Code.

Development permit means a document issued by the city authorizing the physical development, redevelopment or alteration of real property, including any one or more of the following permits: construction (including underground construction), demolition, environmental remediation, excavation, filling land or submerged land, grading, land clearing, landscaping, paving, or tree removal. A development permit does not include a site plan, concept plan, sketch plan, civil plan, or plat.

Diameter at breast height or DBH means the trunk diameter of a tree measured at 4½ feet above ground level at the base of the Tree, provided however, if the tree trunk forks below 4½ feet above ground level, each trunk shall be considered a tree.

Directional sign means an on-premises, incidental sign designed to guide or direct pedestrians or vehicular traffic. No commercial message shall be placed on directional signs.

(Ord. No. 2145-07, § 4, 11-26-07)

Directory sign means a sign listing the tenant's names, locations, buildings or group of buildings.

(Ord. No. 2145-07, § 4, 11-26-07)

District means the South Florida Water Management District.

Division means the division of hotels and restaurants of the State of Florida Department of Business and Professional Regulation. (As referenced in chapter 2 - Dog-friendly restaurants.)

(Ord. No. 2216-10, 10-18-10)

Dog means an animal of the subspecies *Canis lupus familiaris*. (As referenced in chapter 2 - Dog-friendly restaurants.)

(Ord. No. 2216-10, 10-18-10)

Dog day care means a facility providing such services as canine day care for all or part of a day, obedience classes, training, grooming, or behavioral counseling, provided that overnight boarding is not permitted.

Dog-friendly restaurant means a public food service establishment, which allows patrons' dogs within certain designated outdoor areas, as permitted by this Code and F.S. § 509.233, as amended from time to time.

Drip line means an imaginary, perpendicular line that extends downward from the outermost tips of the tree branches (i.e., crown) to the ground.

Drive-through facility means an establishment which provides parking facilities and service to those facilities in order that patrons may utilize on-site goods or services without leaving their vehicles. Said drive-in service may be in conjunction with, or exclusive of, any other form of service, including drive-through or conventional seating.

Drycleaning establishment means an establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry with or without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Drycleaning plant means a building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and agitation, or by immersions only, in volatile solvents including, but not by way of limitation, solvents of the petroleum distillate type, and/or the chlorinated hydrocarbon type, and the processes incidental thereto.

Duplex dwelling units means a structure containing two dwelling units, each of which has direct access to the outside.

Dwelling unit means a room or group of rooms connected together that forms a single independent habitable unit used or intended to be used for living for one housekeeping unit, and containing independent sleeping, sanitation, and cooking facilities. A dwelling unit may be used for owner occupancy, rental, lease, or other occupancy on a weekly or longer basis.

East Stuart Neighborhood conditional use means the granting of relief from the provisions of this Code relating to permitted uses, density, structures, conflicts with utilities, historic buildings, and architectural requirements within the East Stuart Neighborhood Code.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Elevated building means a building which is partially or wholly supported more than four feet above the ground by pilings, columns, posts or piers.

(Ord. No. 1979-04, § 1, 6-28-04)

Elevated building means a building which is partially or wholly supported more than four feet above the ground by pilings, columns, posts or piers, which does not have parking beneath (as referenced in chapter 3).

Emitters means the devices used to control the applications of irrigation water. This term is used to refer to the low flow rate devices used in micro-irrigation systems.

Employee means a person who works or performs in an adult business regardless of compensation or the manner of compensation, specifically including an independent contractor.

Enclosed building means a building with a roof, and four sides, two of which shall be fixed walls.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Engineer means a person registered as a professional engineer in the State of Florida.

Environmentally sensitive area means an area encompassing any one or more of the following resources as identified in the conservation element map series; coastal wetlands and shorelines, estuaries (including the St. Lucie estuary), living marine resources, native upland vegetative communities, wildlife habitats, (including threatened and endangered species) surface waters, wellfields and cones of influence, historical and archaeological resources, natural recharge areas, and 100-year floodplains.

Environmentally sensitive lands means those lands designated to be viable and functioning wetlands as determined by the South Florida Water Management District and native upland vegetative communities that provide wildlife habitat necessary for the survival of listed species as determined by the Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service.

Environmentally sensitive resources or resource areas means wetlands, native vegetation, protected and endangered species, mangroves, shorelines, trees, floodplains, well fields, and historic resources.

Estuary means a semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. Estuaries include bays, embayments, lagoons, sounds and tidal streams. Principal among these is the St. Lucie Estuary.

Exfiltration means an underground system designed for retention of limited volumes by promoting runoff to exfiltrate into the ground via a porous media. Design of underground exfiltration systems shall be in accordance with South Florida Water Management District Permit Information Manual, Volume IV or most recent volume.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before August 15, 1978. [Also defined in FBC, B, Section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 15, 1978. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Ex-parte communication means a private communication made to a member of a board which pertains to a quasi-judicial matter then pending before that board.

Fabric, hobby and handicraft shop means a retail establishment specializing in fabrics, sewing and quilting tools and accessories, and related craft items.

Facade means an exterior wall of a building.

Family means one or more persons who occupy a single dwelling unit, all of whom are related by blood, marriage, or adoption, or a group of persons all of whom are not somehow related which does not exceed two persons in number. This term shall not include the occupants of a roominghouse, a group home/congregate living facility, a fraternity or sorority house or other similar use with shared cooking or sanitary facilities. This definition shall be construed to include those individuals protected as a family unit by the Fair Housing Act or other applicable laws that do not result in a fundamental alteration of the City's local land use regulations

Family day care home (F.S. § 402.302(8)) means an occupied residence in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. Household children under 13 years of age, when on the premises of the family day care home or on a field trip with children enrolled in child care, shall be included in the overall capacity of the licensed home. A family day care home shall be allowed to provide care for one of the following groups of children, which shall include household children under 13 years of age:

- (a) A maximum of four children from birth to 12 months of age.
- (b) A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.
- (c) A maximum of six preschool children if all are older than 12 months of age.
- (d) A maximum of ten children if no more than five are preschool age and, of those five, no more than two are under 12 months of age.

Farm equipment and supplies sales establishment means establishments selling, renting, or repairing agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching.

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Final development order means a development permit.

Finished grade means the final elevation of the ground surface after completion of all site preparation and development, and conforming to the approved plans, but not including berms or artificial fills to elevate signs above the surrounding finished grade.

(Ord. No. 2145-07, § 4, 11-26-07)

Fire station means a building used for fire equipment and firefighters.

Fixed projection sign means any sign projecting at an angle from the outside wall of any building and rigidly affixed thereto.

Flag means a piece of cloth usually attached at one edge to a staff/pole or cord.

(Ord. No. 2145-07, § 4, 11-26-07)

Flat wall sign means a sign erected parallel to the building to which it is attached, and supported entirely by the facade.

(Ord. No. 2145-07, § 4, 11-26-07)

Flea market means a building or open area in which stalls or sales areas are set aside and rented, or otherwise provided, and which are intended for use by individuals to sell articles that are either homemade, home grown, hand crafted, used, obsolete, or antique, and may include the selling of goods at retail by businesses or individuals who are generally engaged in retail trade.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

[Also defined FBC, B, Section 1612.2.]

(As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a one percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

(As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Flood insurance study (FIS) means the official report provided by Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2]. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Floodplain administrator means the office or position designated and charged with the administration and enforcement of the floodplain management ordinance (may be referred to as the floodplain manager). (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Floor means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area means, for purposes of this Code, the floor area is the sum of the enclosed areas on all floors of a building measured from the outside faces of the exterior walls, including halls, lobbies, arcades, stairways, elevator shafts, enclosed porches and balconies, and any below grade floor areas used for access and storage. Not countable as floor area are open terraces, patios, balconies, atriums, breezeways and parking.

(Ord. No. 1879-02, § 1, 7-22-02)

Floor area, maximum permitted, means the maximum floor area permitted for any specific development or use in certain zoning districts. It is calculated by multiplying the gross lot square footage by the floor area ratio contained in section 2.03.00 of this Code, then dividing by ten.

(Ord. No. 1879-02, § 1, 7-22-02)

Floor area ratio, basic, means the relationship of floor area to the area of the lot.

(Ord. No. 1879-02, § 1, 7-22-02)

Floor area ratio, maximum permitted, means the floor area ratio permitted as of right in the several districts, excluding any bonus or transferred floor area.

(Ord. No. 1879-02, § 1, 7-22-02)

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Florist means retail business whose principal activity is the selling of plants which are not grown on the site and conducting business within an enclosed building.

Formula business means a retail business establishment, including a restaurant, which is one of not less than six or more similar establishments located elsewhere which as a group satisfy two or more of the following criteria:

1. They have the same or a similar name, trade name, trademark or logo;
2. They maintain a standardized menu, food ingredients or food preparation;
3. They maintain a standardized array of merchandise;
4. They have the same or similar building appearance;
5. They benefit from common advertising of the group of businesses as opposed to a single business;
6. They utilize common or similar signage; and
7. If the group is comprised of restaurants:
 - a. They provide for the sale of food or beverages to the customer in a ready-to-consume state, or
 - b. The design of the building or the principal method of operation is that of a fast-food or drive-in restaurant offering quick food service, or
 - c. Food where orders are generally not taken at the customer's table, or
 - d. Food is generally served in disposable wrapping or containers, or
 - e. Where food and beverages may be served directly to the customer in a motor vehicle.

(Ord. No. 2010-05, § 5, 2-14-05)

Freestanding sign means a freestanding sign is not affixed to any other structure and is limited to no more than two faces. All signs supported by one or two posts, with the top edge of the sign no more than six feet above the finished grade, shall have a pole cover. All free-standing signs shall contain the street number.

Example:



(Ord. No. 2145-07, § 4, 11-26-07)

Frontage means a lot boundary adjoining a street.

(Ord. No. 2145-07, § 4, 11-26-07)

Frontage wall face means the building facade, including parapet and fascia, excluding soffit, mansard, and roof, which faces the frontage of the premises.

(Ord. No. 2145-07, § 4, 11-26-07)

Fuel production facility means any establishment engaged in the manufacturing, processing, distilling, refining, transporting, or distributing of petrochemicals, ethanol or biodiesel fuels, or any liquid or gaseous hydrocarbon products, including the conversion of products to fuel, and including the storage of any materials associated therewith. This definition shall not include gasoline or other motor fuel stations, nor shall it apply to research and development activities involving incidental volumes of materials, as determined by the City Development Director, which are stored in accordance with all applicable laws and regulations.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building or ship repair facilities; the term does not include long-term storage or related manufacturing facilities. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Funeral home means a building used for the preparation of the deceased for burial and display of the deceased and rituals connected therewith before burial or cremation.

Future land use amendment (FLUA) means a change in the land use designation of a parcel or parcels of land indicated on the city future land use map on "small scale."

(Ord. No. 1929-03, § 1, 3-24-03)

Garage apartment means an accessory or subordinate building, not a part of or attached to the main building, where a portion thereof contains a dwelling unit for one family only and the enclosed space for at least one automobile is attached to such dwelling unit.

Garage, residential, means an accessory building or a portion of a main building (including a carport) designed and used for the parking or storage of vehicles owned or used by the occupants of the building to which it is an accessory use.

Garish means too bright or gaudy; showy, glaring; also cheaply brilliant or involving excessive ornamentation.

(Ord. No. 2145-07, § 4, 11-26-07)

Gasoline or other motor fuel service station means property where flammable or combustible liquids or gases used as fuel are stored and dispersed from fixed equipment into the fuel tanks of motor vehicles. Such an establishment may offer for sale at retail other convenience items as a clearly secondary activity and may also include a freestanding automatic car wash.

Gasoline or other motor fuel service station, including bulk storage, means the same definition as above, plus bulk storage tanks of flammable and combustible liquids, compressed gases or liquefied petroleum gas (LP gas) for business use, retail sale, wholesale, or wholesale distributing.

Gender. Words importing the masculine gender shall be construed to include the feminine and neuter.

Gift shop means a retail store that sells a wide variety of relatively small and inexpensive items.

Golf course means a use providing private or public golf recreation services and support facilities, excluding miniature golf facilities. A golf course may include a clubhouse, restrooms, driving range, and shelters as accessory use.

Golf course, miniature means a novelty version of golf played with a putter and a golf ball on a miniature course, typically with artificial playing surfaces, and including obstacles such as bridges and tunnels.

Golf driving range means a limited area on which golf players do not walk, but onto which they drive golf balls from a central driving tee.

Governmental buildings means a building or structure owned, operated, or occupied by governmental agency to provide a governmental service to the public.

Green development means the use of sustainable building and development planning methods utilized in a way that results in minimum impact on natural resources, energy consumption, use of water, use of raw materials, and waste generation, thereby affording inhabitants a potentially higher quality of life.

(Ord. No. 2113-07, § 1, 7-23-07)

Greenhouse means a building with transparent walls and roof, usually of glass, for the cultivation and exhibition of plants under controlled conditions.

Greenway means a corridor of native vegetation managed for conservation purposes with a minimum average width of at least 100 feet, and no width less than 50 feet.

Grocery stores/supermarkets means stores where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offer other home care and personal care products, and which are substantially larger and carry a broader range of merchandise than convenience stores.

Gross area means all that area of land included in a development application as defined by a certified legal survey.

Gross density means the gross density of any development application shall be calculated by dividing the total number of units to be constructed in the project by the gross area of the project.

Gross floor area means the area within the inside perimeter of the exterior walls of a building with no deduction for corridors, stairs, closets, thickness of walls, elevator shafts, columns, or other features. Areas open and unobstructed to the sky, including terraces, patios, atriums, arcades, open balconies and porches, breezeways, and parking areas are not included. As an incentive to encourage more generous public areas within a building and to encourage a higher architectural quality, arcades, porches and balconies, common public bathrooms, public lobbies, common mail rooms, common janitorial storage rooms, and open stairs contiguous to ground floor lobbies, which function as publicly accessible common space, are not included in the gross floor area for purposes of calculating parking requirements.

Ground cover means plants of species which normally reach an average height of 24 inches upon maturity, installed in such a manner as to form a continuous cover over the ground. Sod shall not be considered ground cover.

Ground level means the lowest elevation of ground abutting each building.

Ground sign means a sign affixed to the ground and supported by a masonry foundation with posts, uprights, or braces extending from the ground, or a permanently mounted object on the ground, but not attached to any part of a building.

(Ord. No. 2145-07, § 4, 11-26-07)

Group home or housing means facilities which provide short-term or long-term lodging, meals, and resident support services, such as counseling, guidance, and varying levels of medical care.

Guyed tower means a telecommunications tower that is supported, in whole or in part, by guy wires and ground anchors.

Habitable floor means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."

Hardware store means a facility of 30,000 or fewer square feet gross floor area, primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical

supplies, paint and glass, housewares and household appliances, garden supplies, and cutlery; if greater than 30,000 square feet, such a facility is a home improvement center.

Hatracked means otherwise known as topping or heading, refers to the removal of major portions of a tree crown by cutting (pruning) branches back to stubs and/or to the trunk (section 6.04.04.A.4).

Health club means an establishment that provides exercise facilities such as running, jogging, aerobics, weight lifting, court sports, and swimming, as well as locker rooms, showers, massage rooms, saunas and related accessory uses.

Health spa means a nurturing, safe, clean commercial establishment, which employs professional, licensed therapists whose services include massage and body or facial treatments. Private treatment rooms are provided for each client receiving a personal service. Treatments may include body packs and wraps, exfoliation, cellulite and heat treatments, electrolysis, body toning, waxing, aromatherapy, cleansing facials, medical facials, non-surgical face lifts, electrical toning, and electrolysis. Hydro-therapy and steam and sauna facilities, nutrition and weight management, spa cuisine, and exercise facilities and instruction may be provided in addition to the massage and therapeutic treatment services. Full service hair salons, make-up consultation and application and manicure and pedicure services may be provided as additional services.

Hedge means a row of closely planted shrubs or other vegetative screening forming a boundary or restrictive barrier which shall be 80 percent opaque within one year thereafter. At planting, hedge shrubs shall be not less than 24 inches in height with an 18-inch spread and shall be "full" specimens which are fully rooted in three-gallon containers. Hedge shrubs shall be planted 24 inches on center. Hedges shall be maintained at a minimum height of 30 inches.

Height (of a sign) means the vertical distance measured from the highest point of the sign, to the finished grade at the base of the sign.

(Ord. No. 2145-07, § 4, 11-26-07)

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls or foundation of a structure. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Historic structure means any building identified in the City of Stuart's update to the 1991 historic property survey dated April 2003 and any subsequent amendments thereof; or any other structure which has local architectural, historical, or cultural significance that is later identified and placed within such survey, using recognized criteria for designation as "historic," including, but not limited to, structure age of 50 years or more, cultural significance, notoriety of former occupants, and architecture.

(Ord. No. 2091-06, § 1, 12-11-06)

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, chapter 11 Historic Buildings. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Historic tree means a tree which has been identified by the city commission to have special historic significance or that has achieved at least 50 percent of the DBH of the species as identified in the Florida Champion Trees of Florida database, maintained by the Forest Service, as amended, excluding invasive plant species as defined in this Code.

Home improvement center (without major storage areas and manufacturing) means a facility of more than 30,000 square feet gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders hardware, paint and glass, housewares and household appliances, garden supplies, and cutlery. This use is considered a retail, non-intensive sales and services as defined below.

Home occupation means an occupation conducted as an accessory use in a dwelling unit in a manner clearly incidental and accessory to the residential use.

Hoophouse means a structure used as a greenhouse or a season extender and is characterized by a half-round "hoop" shape. Hoop houses are typically constructed of lengths of PVC pipe, which is both flexible and sturdy.

Hospital means an institution requiring a certificate of need that:

- (1) Offers services more intensive than those required for room, board, personal services and general nursing care;
- (2) Offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy; and
- (3) Regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent.

A hospital may include auxiliary uses such as offices for medical and dental personnel, central service facilities such as pharmacies, medical laboratories, child care centers for employees, and other related uses.

Hospital auxiliary uses means health care services provided exclusive of room and board that can be classified into three categories such as diagnostic (e.g., laboratory tests), therapeutic (e.g., physical therapy), and custodial (e.g., nursing home). These uses can be located in hospitals, medical offices and free-standing sites.

Hotel or motel means a public lodging establishment licensed by the State of Florida which offers transient or permanent lodging accommodations to the general public, and may provide additional services, such as restaurants, meeting rooms, and recreation facilities.

Identification sign means a sign, indicating the name of the primary use.

(Ord. No. 2145-07, § 4, 11-26-07)

Illegal sign means a sign which does not meet the requirements of this Code and which has not received legal nonconforming status.

(Ord. No. 2145-07, § 4, 11-26-07)

Illuminated sign means a sign with an internal or external artificial light source.

(Ord. No. 2145-07, § 4, 11-26-07)

Impact means damage to an upland or wetland caused by any means.

Impervious surface coverage means any surface which has been altered, covered or controlled resulting in the virtual elimination of the infiltration and percolation of water to the underlying soils. The term includes most conventionally surfaced streets, roofs, buildings and structures, sidewalks, parking lots and similar facilities.

Industrial, high-impact, means characterized by intense industrial activities that may have impacts on surrounding areas, including, but not limited to, noise, odor or aesthetic impacts. Commercial, residential and recreational uses are discouraged, except for small-scale secondary uses serving the industrial area. Activities could include the manufacturing, producing, processing, repairing, altering recycling, storing, distributing, transferring, treating of products and have one or more of the following attributes:

- Potential for significant impacts on sensitive land uses due to offsite emissions including aerosol, fume, particle, smoke, odor and noise;
- Potential for significant offsite impacts in the event of fire, explosion or toxic release;
- Generates high heavy vehicle usage in the context of the locality or the road network;
- Generates a significant demand on the local infrastructure network;
- The use may involve night time and outdoor activities;
- Onsite controls are required for emissions and dangerous goods risks.

Industrial, low-impact, means intended for industrial businesses that need industrial resources, but that do not have the potential impacts on surrounding areas that high-impact industrial users do. Low-impact industrial sites may have a special emphasis and attention given to aesthetics, landscaping and community compatibility. Low-impact industrial sites are comprised of predominantly industrial uses but may incorporate office and neighborhood-sized commercial uses that support and compliment the industrial site. Residential use is generally discouraged except for master planned industrial developments that provide residences intended to house employees of the planned industrial use. Activities could include the manufacturing, producing, processing, repairing, altering, recycling, storing, distributing, transferring, treating of products and have one or more of the following attributes:

- Negligible impacts on sensitive land uses due to offsite emissions including aerosol, fume, particle, smoke, odor and noise;
- Minimal heavy-vehicle usage;
- Demands imposed upon the local infrastructure network consistent with surrounding uses;
- The use generally operates during the day (e.g., 7:00 a.m. to 6:00 p.m.);
- Offsite impacts from storage of dangerous goods are negligible;
- The use is primarily undertaken indoors.

Industrial planned unit development (IPUD) means an alternative means of development and an alternative zoning procedure for predominately industrial purposes, in accordance with section 2.07.00.G and with the planning and development objectives of the city.

Infill development means development on a site of prior development or a site which is located between two developed parcels.

Installation and maintenance guarantee means a document which binds the developer or property owner of a major development or a minor development to guarantee the amount, installation, and maintenance of required landscape and irrigation materials. The guarantee document shall include a listing of the required landscape and irrigation materials and shall guarantee the installation of irrigation devices and the survival of 100 percent of the living materials in perpetuity. The guarantee shall specifically provide that if all required landscaping does not remain in a healthy, growing condition after one year after planting, such landscaping shall be replaced and thereafter maintained in a healthy, growing condition.

Interior decorating establishment means a commercial establishment from where professional home interior decorating services are provided. The on-site retail sale of furniture and other home furnishings to the general public shall not be offered; however, cloth, wallpaper, and paint samples may be provided.

Interlocal agreement for school facilities planning and siting means the interlocal agreement between Martin County, the City of Stuart, and the School Board of Martin County, signed by the School Board on February 19, 2008, by Martin County on March 11, 2008, and by the City of Stuart on February 25, 2008, which details the responsibilities and coordination processes necessary to implement joint planning, school siting procedures, and school concurrency.

Invasive plant species means a native or non-native plant species that is able to spread on its own, causing environmental or economic harm.

Irrigation system means a permanent, supplemental watering system designed to transport and distribute water to plants.

Jewelry store means shops that sell new merchandise primarily and some used merchandise from estate sales or reconstitute precious metals they purchase into jewelry forms that are sold at retail on the premises.

Junked or inoperative motor vehicle means a vehicle or conveyance propelled by or intended to be propelled by internal or external combustion, electricity or similar means, intended or designed to be operated on the public streets, roadways, waterways, or highways which does not display current license tags, inspection decal (if required), or which is not legally equipped or which is in such a state of disrepair whereby it cannot be driven or propelled under its own power.

Kennel means an indoor facility used for the temporary boarding of domestic animals, such as dogs and cats, not owned by the occupants of the premises.

Land clearing means any development or other activity which alters the land upon which it is located, except for normal sodding and placement of signs.

Landmark or historic sign means a sign designated as a landmark or having historic value as determined by the city. A sign may be designated as a landmark sign when it is associated with one or

more historic figures, events, or places, or is considered significant as evidence of the history of the product, business, or service advertised.

(Ord. No. 2145-07, § 4, 11-26-07)

Landscape plan means a plan prepared in accordance with professional standards that meets the requirements set forth in this landscape code.

Landscaping means any combination of living plants such as grass, ground cover, shrubs, vines, hedges, or trees and non-living landscape material such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials.

Large scale commercial development means any commercial or other non-residential development of greater than 20,000 square feet in gross building area. In the case of multiple buildings within the same commercial or other non-residential development, including planned unit developments, phased developments and outparcels in different ownership than the primary parcel, the total square footage of all buildings shall comprise the gross building area. When making a determination as to whether or not a particular development constitutes a LCD, the city development director shall consider the inclusion of facilities and site components which are likely to be shared with other developments, including, but not limited to, parking areas, drainage and stormwater management, vehicular access, native preservation and common areas.

(Ord. No. 1678-99, 6-28-99)

Large scale comprehensive plan amendment means a proposed amendment to the city comprehensive plan that either changes the land use designation of certain property on the future land use map on a large scale or that changes the actual list of permitted, conditional or prohibited uses within a land use category.

Laundry establishment (self-service) means a business that provides washing, drying, and/or ironing machines for hire to be used by customers on the premises.

LEED® means the Leadership in Energy and Environmental Design (LEED) Green Building Rating System TM latest edition, as promulgated by the U.S. Green Building Council.

(Ord. No. 2113-07, § 1, 7-23-07)

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.?

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.?

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Library means a facility in which literary, musical, artistic, or reference materials such as, but not limited to, books, manuscripts, computers, recordings, or films are kept for use by or loaning to patrons of the facility, but are not normally offered for sale.

Licensed sign electrician means a person who possesses the necessary qualifications, training, and technical knowledge to plan, build lay out, and supervise the installation of all types of electrical signs.

(Ord. No. 2145-07, § 4, 11-26-07)

Light-duty truck means as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

(As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Lighted sign means any sign which is illuminated by any type of light from an artificial or man-made source, whether separate and apart from or contained within or on the sign, which is intended and used to make the sign visible or readable.

Listed species means those plants or animals listed as threatened species, endangered species, or species of special concern by the F.A.C. chs. 62 and 68 or F.S. ch. 379 or listed as endangered or threatened by the U.S. Fish and Wildlife Service in accordance with the federal Endangered Species Act, as either may be amended from time to time.

Littoral zones means areas located waterward of the mean high water line (natural systems) or control elevation (man-made systems) in natural and manmade bodies of water including retention areas.

Living marine habitat means an area where living marine resources naturally occur, such as mangroves, seagrass beds, algal beds, salt marshes, transitional wetlands, marine wetlands, rocky shore communities, hard bottom communities, oyster bars or flats, mud flats, coral reefs, worm reefs, artificial reefs, offshore springs, nearshore mineral deposits, and offshore sand deposits.

Living marine resources means oceanic or estuarine plants or animals, such as mangroves, seagrasses, algae, coral reefs, and living marine habitat; fish, shellfish, crustacea and fisheries; and sea turtles and marine mammals.

Lot means a parcel or tract of land, distinguished from surrounding parcels by ownership boundaries and excluding public rights-of-way.

Lot, corner means a lot located at the intersection of two or more streets.

Lot frontage means the smallest (narrowest) portion of the lot abutting a public right-of-way.

Lot, through means a lot (with the exception of a corner lot) that has frontage on two public streets.

Lot width means the diameter of the largest circle that can be inscribed within the side lot lines at any point on a continuous line from the frontage of the lot to the front line of the principal structure of the lot.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage, provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Maintenance agreement means a legal constituted maintenance agreement for improving, perpetually operating, and maintaining the common facilities, including streets, drives, parking areas, and open space and recreation facilities that are to remain private or such documents as are necessary to show how the said common areas are to be improved, operated and maintained. Such documents shall be subject to the approval of the city attorney.

Major conditional use approval means an authorization granted by the city commission to use property or structures located in a particular zoning district that would otherwise be prohibited in that district by this Code but, because of the precise location of the subject property or the configuration of the planned use on the subject property, may with certain conditions be appropriate on the subject property. No use or structure shall be approved for a major conditional use approval unless the use or structure is specifically authorized as a conditional use in the district by this Code. Major conditional use approvals are issued for uses of land and may be transferable from one owner of the land to another given the conditions of the approval have not changed. Major conditional use approvals also include the granting of relief from certain provisions of the Urban Code not related to uses.

Major development means a single-family, multi-family or duplex residential project of greater than 35 units, a non-residential development over 50,000 square feet of floor area; a mixed use development over 50,000 square feet of floor area; and a public or private institutional development more than one acre in size.

(Ord. No. 1346-94, 3-28-94)

Major planned unit development (PUD) amendment means any major changes in or amendments to a PUD master development plan, a PUD final development plan or PUD agreement approved as part of a rezoning to a PUD district shall be processed as a new application for a PUD district zoning. Major changes or amendments shall include:

- a. A change of two percent or more in the area of any land use designations shown on the final development plan;
- b. Any change in the list of proposed uses;
- c. An increase in residential density of five percent or more;
- d. An increase in nonresidential building square footage of ten percent or more;
- e. A change in the boundary of the PUD district;
- f. A change in the final development plan or approval regarding any area(s) set aside and designated for future development;
- g. Any other change determined by the city development director to have a potentially significant impact on city services or the surrounding neighborhood.

Major Urban Code District conditional use means the granting of relief from the provisions of the Urban Code relating to density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the Old Downtown District, parking located within a building envelope, number of stories, building height but not to exceed 45 feet, and architectural requirements.

Mangrove stand means an assemblage of mangrove trees.

Mangroves means any specimen of the species *Avicennia germinans* (black mangrove), *Laguncularia racemosa* (white mangrove), *Rhizophora mangle* (red mangrove) and *Conocarpus erectus* (buttonwood mangrove).

Manual changeable copy sign. See *Changeable copy sign*.

(Ord. No. 2145-07, § 4, 11-26-07)

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Marina, commercial, means a facility with three or more wet and/or dry slips for the commercial docking, launching, mooring or storage of vessels and which may include accessory retail and service uses, such as, but not limited to, the sale, lease or rental of boats, bait and tackle shops, off-loading and processing of commercial seafood products and marine equipment sales.

Marina slip which requires a utilities agreement means a marina as defined above which meets one or more of the following definitions:

- a) "Live-aboard" means any vessel used solely as a residence and not for navigation.
- b) Any vessel represented as a place of business or a professional or other commercial enterprise; any vessel for which a declaration of domicile has been filed pursuant to section 222.17.
- c) "Floating structure" means a floating entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term "floating structure" includes, but is not limited to, each entity used as a residence, place of business or office with public access, hotel or motel, restaurant or lounge, clubhouse meeting facility, storage or parking facility, mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term vessel provided in this section. Incidental movement upon water or resting partially or entirely on the bottom shall not in and of itself, preclude an entity from classification as a floating structure.
- d) "Homemade vessel" means any vessel built after October 31, 1972, for which a federal hull identification number is not required to be assigned by the manufacturer pursuant to federal law, or any vessel constructed or assembled prior to November 1, 1972, by other than a licensed manufacture for his or her own use or the use of a specific person. A vessel assembled from a manufacturer's kit or constructed from an unfinished manufactured hull shall be considered to be a homemade vessel if such a vessel is not required to have a hull identification number assigned by the United States Coast Guard. A rebuilt or reconstructed vessel shall in no event be construed to be a homemade vessel.
- e) "Houseboat" means any vessel which is used primarily as a residence for a minimum of 21 days during any 30 day period, in a county of this state, and this residential use of the vessel is to be the preclusion.
- f) A continuing use of a boat as a residence for living purposes, including sleeping, eating, bathing and other indication of habitation, badness or professional association; or the occupancy of the vessel to sleep or maintain residency for three or more days 72 hours) in a one-week period, with a maximum of nine days in a 30-day period, and does not apply to casual overnight or weekend occupancy, provided the vessel has adequate sanitation facilities.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified

independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Marquee means a canopy or covered structure projecting from and supported by a building, when such canopy or covered structure extends beyond the building, building line or property line.

Marquee sign means a sign attached to or supported by a marquee structure, which is a permanent roof-like structure or canopy extending from the facade of the building.

(Ord. No. 2145-07, § 4, 11-26-07)

Massage therapy establishment means an establishment licensed under F.S. ch. 480, whose employees practicing massage are licensed under F.S. ch. 480, unless exempt under F.S. § 480.034. This definition does not include an athletic club, health club, school, gymnasium, reducing salon, spa, or similar establishment where massage or similar manipulation of the human body is offered as an incidental or accessory service.

Memorial signs or tablets means a marker set at the head of a grave or crypt.

Menu board sign means a changeable copy sign for displaying a menu selection and pricing of the items for sale.

(Ord. No. 2145-07, § 4, 11-26-07)

Microbrewery means a brewery that produces no more than 15,000 barrels of beer in a year. Microbreweries may or may not include an on-site tasting room and retail space, and may or may not operate in conjunction with a bar or restaurant.

Micro-irrigation means the frequent application of small quantities of water directly on or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along water delivery pipes.

Minimization means lessening impacts by reducing the degree or magnitude of the proposed action prior to and during site alteration and construction.

Minor conditional use approval means an authorization issued by the city community redevelopment board granting relief from the provisions of the Urban Code relating to paint colors, fence requirements, public art, and architecture materials.

Minor development means a single-family, multi-family or duplex residential project of between three and 35 units, inclusive; a non-residential development under 50,000 square feet of floor area; a mixed use development under 50,000 square feet of floor area; a public or private institutional development less than one acre in size; and commercial tenant finishes.

(Ord. No. 1665-99, 4-26-99; Ord. No. 1357-94, 8-8-94)

Minor planned unit development (PUD) amendment means any minor changes in or amendments to a PUD master development plan, a PUD final development plan or PUD agreement approved as part of a

rezoning to a PUD district shall be processed as a new application for a PUD district zoning. Minor changes or amendments shall include:

- a. A change of two percent or less in the area of any land use designations shown on the final development plan;
- b. An increase in residential density of less than five percent;
- c. An increase in nonresidential building square footage of less than ten percent;
- d. An amendment 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 of 180 days or less may be granted by administrative variance in accordance with section 8.05.08 and does not require a new traffic concurrency review in accordance with section 4.04.03 of this Code.

Minor Urban Code District conditional use means the granting of relief from the provisions of the Urban Code relating to paint colors, fence requirements, public art, and architectural materials.

Mixed use planned unit development (MXPUD) means an alternative means of development and an alternative zoning procedure for combinations of two or more integrated residential, commercial, hospital, governmental and light industrial uses, in accordance with section 2.07.00.H and with the planning and development objectives of the City.

Mobile home means a structure as defined in F.S. § 320.01.

Monopole tower means a telecommunications tower consisting of a single pole or spire self-supported by a permanent foundation and constructed without guy wires or ground anchors.

Monument sign means a freestanding low-profile sign with the sign area at the top of a solid base.
(Ord. No. 2206-10, 7-12-10).

Example:



Mulch means non-living, organic or synthetic materials used in landscape design to retard erosion and retain moisture.

Multi-family dwelling unit means a building containing three or more individual dwellings with separate cooking and toilet facilities for each dwelling.

Multi-story building means a building that has one or more floors above ground.
(Ord. No. 2206-10, 7-12-10).

Mural means a painting, drawing, or mural painted or drawn on an external wall which is considered generic art, and which does not graphically contain a message or logo, or depict a product or service of a particular business being offered to the public.
(Ord. No. 2206-10, 7-12-10).

Mural sign means a painting or drawing on an external wall which contains a message, or logo, or depiction of a product or service of a particular business being offered to the public.
(Ord. No. 2206-10, 7-12-10).

Museum means an establishment either publicly or privately owned where objects of art or objects of historical, educational, or cultural value are displayed.
(Ord. No. 1686-99, 7-26-99)

Nameplate sign means a non-electric, on-premises identification sign giving only the name, address and/or occupation of the occupants.
(Ord. No. 2145-07, § 4, 11-26-07)

Native uplands means those land areas that consist of vegetation in which 50 percent or more of the vegetative cover is native vegetation.

Native upland vegetative community means a concentration of plant species indigenous to the region. These communities such as coastal hammocks, sandhills, and scrub are classified based on the presence of certain soils, vegetation and animals.

Native vegetation means vegetation comprised of those vegetative species that were present in Florida at the time of European contact including threshold wetlands. Any species introduced to Florida thereafter is non-native vegetation. Descriptions of species considered non-native vegetation are contained in the latest version of the Florida Exotic Pest Plant Council list of exotic and invasive plants.

Native vegetation preserve area means that portion of a property in which no development activity is permitted including threshold wetlands, upland buffers, greenways, and habitat of listed species or areas of native vegetation.

Neighborhood retail establishments means establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverages and limited household supplies and hardware. Convenience stores shall not include fuel pumps or the selling of fuel for motor vehicles. Typical uses include neighborhood markets and country stores.

Net density means the net density of a project shall be computed by dividing the total number of units to be constructed by the net residential acreage of the parcel. The net residential acreage of a parcel shall be the acreage devoted to residential lots, rights-of-way, common areas, landscape buffers and retention areas less all bodies of water and required protected environmentally sensitive areas.

(Ord. No. 2332-2017, § 1, 8-28-17)

New construction means construction of a new building or structure. (As referenced in chapter 3.)

New construction means, for the purposes of administration of this ordinance and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after August 15, 1978, and includes any subsequent improvements to such structures. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

New development means the construction of a building or structure on unimproved real property.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 15, 1978. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Newspaper or publishing plant means a commercial printing operation involving a process that is considered printing, imprinting, reproducing, or duplicating images and using printing methods, including, but not limited to, offset printing, lithography, web offset, flexographic, and screen process printing.

Newsrack means any type of unmanned device, whether a self-service or coin-operated box, container, storage unit or other dispenser, installed, used or maintained for the display, sale, vending, or free distribution of, newspapers, news periodicals, or commercial handbills.

Night club means an establishment that is a stand-alone bar, bottle club, or restaurant that:

- (1) Serves or allows the consumption of alcoholic beverages on the premises; and
- (2) Provides or permits entertainment; and
- (3) Which is open for business later than 12:00 a.m. at least one evening per week.

Nonconforming development means development that does not conform to the use regulations in chapter II and/or the development standards in chapter VI.

Non-commercial sign means a temporary sign erected for purposes other than advertising a commercial business.

Non-conforming sign means a sign which was erected legally but no longer complies with the current sign code regulations.

(Ord. No. 2145-07, § 4, 11-26-07)

Non-native uplands means those land areas that are either devoid of vegetation or consist of vegetation of which less than 50 percent is native vegetation.

Non-native vegetation means any vegetation that is not native vegetation.

Non-roadway banner sign. See *Special event banner sign*.

(Ord. No. 2145-07, § 4, 11-26-07)

Nonsecure residential drug and alcohol treatment and rehabilitation facilities. Inpatient facilities. not involving confinement as in a prison or jail facility, which provides care for persons with drug and/or alcohol dependency problems and which may include outpatient follow-up care to the facility's patients. The residents of these facilities shall not include correctional inmates, violent offenders, or habitual criminal offenders.

Novelty and curio shop means a retail establishment specializing in items valued for its oddness or rareness and sometimes valued as a collector's item.

Nuisance species means plant species which have the potential to dominate disturbed or created mitigation areas and form large vegetative colonies (e.g., cattail, spatterdock, Carolina willow). These species can be native to the geographical area.

Number. Words in the singular shall include the plural and words in the plural shall include the singular.

Nursing home means an extended or intermediate care state licensed facility approved to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

Occupiable space means the gross area of a building excluding parking areas and vehicle access thereto and storage space.

Office, business or professional, means an establishment used for the provision of advice, information, or consultation of a professional nature, including, but not limited to, medical, veterinary, insurance, real estate, banking, and financial services, executive management and administrative services, but excluding as a principal use commercial storage of goods for the purpose of sale.

(Ord. No. 1904-02, 12-9-02)

Office equipment and supplies store means an establishment primarily engaged in one or more of the following:

- (1) Retailing new stationery, school supplies, and office supplies;
- (2) Retailing a combination of new office equipment, furniture, and supplies; and
- (3) Retailing new office equipment, furniture, and supplies in combination with selling new computers.

Office, low-intensity medical, means an establishment used by licensed acupuncturists, chiropractors, clinical social workers, marriage and family therapists, occupational therapists, optometrists, physical therapists, psychologists, and psychiatrists or similar medical professionals. These medical professionals serve a narrower client base, tend to require appointments, offer one-on-one consultations with clients and tend to have minimal support staff. Because such low-intensity medical services do not demand high parking requirements, generate fewer trips and disperse these trips more evenly throughout the day, fewer parking spaces are required than more intensive medical uses such as clinics and dentists' offices.

Office, medical, means an establishment used for the provision of therapeutic, preventive, or other corrective personal treatment services by physicians, dentists, and other licensed medical practitioners, as well as the provision of medical testing and analysis services on an outpatient basis.

(Ord. No. 1904-02, 12-9-02)

Office, veterinary, means an establishment used for the care, grooming, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those animals in need of medical or surgical attention but not including an outdoor kennel.

(Ord. No. 1904-02, 12-9-02)

Off-premises sign means a sign advertising a business which is not located on the property where the sign is located.

(Ord. No. 2145-07, § 4, 11-26-07)

Open space means an area not occupied by any structures or impervious surfaces. A body of water is considered impervious.

Optical store means an establishment primarily engaged in one or more of the following:

- (1) Retailing and fitting prescription eyeglasses and contact lenses;
- (2) Retailing prescription eyeglasses in combination with the grinding of lenses to order on the premises; and
- (3) Selling nonprescription eyeglasses.

Outbuilding means a secondary building, other than a storage shed, located in the rear yard of the principal building.

Outdoor area means an area adjacent to a public food service establishment that is predominantly or totally free of any physical barrier on all sides and above. (As referenced in chapter 2 - Dog-friendly restaurants.)

(Ord. No. 2216-10, 10-18-10)

Outdoor storage area means an area not within an enclosed building which is used for the outdoor storage of any materials, goods, merchandise or equipment used in conjunction with and ancillary to the primary use on the property.

(Ord. No. 1683-99, 7-26-99)

Outstanding resource wetland means a wetland that is naturally connected to the St. Lucie River, to Poppleton Creek, to Frazier Creek, to Haney Creek, to Krueger Creek, to Willoughby Creek, or to the tributaries thereto. To constitute an outstanding resource wetland, the connection must be natural and not manmade.

Overflow parking means off-street parking which is provided in addition to the number of off-street parking spaces required for specific uses which occur on a development site as required by section 6.03.00, Parking, of this Code.

(Ord. No. 1678-99, 6-28-99)

Pain management clinic or clinic means the same as the definition found in F.S. § 458.3265(1)(a) (2012), as may be amended from time to time. Such definition shall not include any of the following:

1. A clinic that is licensed as a facility pursuant to chapter 395; or
2. A majority of the physicians who provide services in the clinic primarily provide surgical services; or
3. The clinic is owned by a publicly held corporation whose shares are traded on a national exchange or on the over-the counter market and whose total assets at the end of the corporation's most recent fiscal quarter exceeded \$50,000,000.00; or
4. The clinic is affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows; or
5. The clinic does not prescribe controlled substances for the treatment of pain; or
6. The clinic is owned by a corporate entity exempt from federal taxation under 26 USC 501(c)(3); or

7. The clinic is wholly owned and operated by one or more board-eligible or board-certified anesthesiologists, physiatrists, rheumatologists, or neurologists; or
8. The clinic is wholly owned and operated by a physician multispecialty practice where one or more board-eligible or board-certified medical specialists who have also completed fellowships in pain medicine approved by the Accreditation Council for Graduate Medical Education, or who are also board-certified in pain medicine by the American Board of Pain Medicine or a board approved by the American Board of Medical Specialties, the American Association of Physician Specialists, or the American Osteopathic Association and perform interventional pain procedures of the type routinely billed using surgical codes.

(Ord. No. 2212-10, 9-13-10)

Painted wall sign means a sign applied with paint or similar substance on the face of a wall.

(Ord. No. 2145-07, § 4, 11-26-07)

Parapet wall means a wall which serves as a guard at the edge of a balcony or roof. A parapet shall not exceed 24 inches in height, provided, however, a greater height of up to ten feet may be permitted by the city development director if necessary to conceal rooftop utilities such as stairway and elevator bulkheads and other roof equipment. No height of greater than 24 inches shall be permitted for more than 40 percent of any facade of a building. A parapet wall shall be designed to be consistent and compatible with the design and treatment of the facade of the structure.

(Ord. No. 1841-02, § 2, 6-10-02; Ord. No. 1979, § 1, 6-28-04)

Parcel. See "Lot."

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Parking intensive vessel slip means a location where a vessel is docked at a facility and inhabited by a person or persons for five consecutive days or a total of ten days within a 30-day period.

Parking lot means all private or government provided public property used for off-street parking, vehicular aisles and accessways, loading zones, interior and perimeter landscaping, and other outdoor vehicular use areas.

Parking garage means a private or government provided public structure or portion thereof composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A parking structure may be totally below grade (as in underground parking garage) or either partially or totally above grade with those levels being either open or enclosed. Notwithstanding the four story limit provided for in section 1.04.02, a parking garage, as defined herein, may be built without regard to the number of stories provided all Florida Building Code and Life Safety Code requirements are met and the

structure does not exceed 45 feet in height to the top surface of the uppermost roof deck, which may be used for parking.

Party means the petitioner, the city and any affected person who files a notice of intent to be a party as provided in this article.

Patron means the same as guest as provided in F.S. § 509.013. (As referenced in chapter 2 - Dog-friendly restaurants.)

(Ord. No. 2216-10, 10-18-10)

Pervious concrete means a concrete paving surface designed to permit the percolation of a percentage of stormwater through its surface. Pervious concrete may receive a credit towards impervious surface coverage if it is installed and maintained according to manufacturer's specifications and this Code.

Petition means an application made by a petitioner to initiate a quasi-judicial proceeding.

Petitioner means the individual, corporation or other entity which files a petition.

Pharmacy means the same as the definition in F.S. § 465.003 (2012), as may be amended from time to time, and includes community pharmacy, internet pharmacy, and special pharmacy, but does not include institutional pharmacy or nuclear pharmacy, as each of those terms are used in that section.

(Ord. No. 2212-10, 9-13-10)

Photo supplies and studios means a facility primarily engaged in the retail sale, lease, and service of photography equipment and supplies, including limited on-site processing or development. This also includes establishments known as portrait studios primarily engaged in providing still, video, or digital portrait photography services.

Place of public assembly means a place designed to accommodate the assembly of persons attending athletic events, musical performances, dramatic or dance performances, speeches or ceremonies, and other entertainment events, including stadiums, convention centers, coliseums, athletic centers, concert halls, amphitheaters, and arenas.

Plan document means a verbal or graphic depiction or both verbal and graphic depictions (specifications and/or drawings) of a proposed or completed development, and includes concept plans, site plans, sketch plans and plats as may be appropriate for the proposal.

Planned unit development (PUD) means

- (a) Is land under unified control, planned and developed as a whole, a single development operation or an approved programmed series of development operations by multiple developers.
- (b) Includes principal and accessory uses and structures substantially related to the character of the development itself and the surrounding area of which it is a part.
- (c) Is ultimately developed according to comprehensive and detailed plans which include not only streets, utilities, lots, or building sites and the like, but also site plans, floor plans, an elevation for all buildings as intended to be located, constructed, used and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings.

- (d) Is ultimately developed according to an officially approved final development plan which does not necessarily correspond to property zoning district in which the property was previously or would otherwise be placed.

Point of purchase sign means any structure, device, display board, screen, surface or wall with characters, letters or illustrations placed thereto, thereon or thereunder by any method or means whatsoever, where the matter displayed is used for advertising on the premises a product actually or actively offered for sale or rent or services rendered thereon.

Pole sign means any sign erected upon a pole or poles with the exception of freestanding signs or billboards and which is wholly or partially independent of any building for support.

(Ord. No. 2145-07, § 4, 11-26-07)

Political sign means any advertising structure or banner used in connection with a local, state or national election campaign, or other political activities.

Pool hall and billiard parlor means a primary commercial entertainment land use containing one or more pool or billiard tables.

Porch means an open, roofed-over space, with the roof impervious to weather, attached to the outside of an exterior wall of a building which exists without window sash or any other form of permanent enclosure other than the exterior wall of the attached building. Open mesh screening with a roof impervious to weather shall not be considered an enclosure. See *Screened porch*.

(Ord. No. 1720-00, 3-27-00)

Porch means an open-air roofed structure attached to the exterior wall of a building, supported by columns or piers, located along the facade of a building at any level, and enclosed by a low railing or other retaining device, when necessary for safety purposes (as referenced in chapter 3.)

Portable sign means any sign designed to be easily moved, such as a sidewalk or sandwich boards sign, and is not permanently affixed to the ground or to a building.

(Ord. No. 2145-07, § 4, 11-26-07)

Porte-cochere means a covered structure attached to and part of the principal building used to provide a sheltered loading area for the automobile and its occupants. Porte-cocheres may carry a second story of habitable space. A porte-cochere is considered a part of the building and may count as parking.

Practicable means available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes. In order to be practicable, an alternative must be both available to the permit applicant and capable of fulfilling the overall project purpose.

Preliminary development order means one of the following: rezoning; conditional use approvals; and preliminary plat approval.

Preserve area means that portion of a property in which no development activity is permitted and has been set aside to satisfy the native habitat and wetland protection requirements.

Preserve area maintenance plan (PAMP) means a document required of all applicants for site plan approval on sites which contain native habitat preserve areas (upland and wetland). The preserve area maintenance plan shall include provisions for the protection, maintenance, and monitoring requirements of preserve areas prior to, during and subsequent to, completion of the approved development, pursuant to section 5.04.03.

Primary facade means any facade which is visible from public right-of-way.

(Ord. No. 1678-99, 6-28-99)

Principal building (or structure) means a building in which is conducted the principal use of the property on which such building is located.

Principal use means the main use of a lot or structure, as distinguished from an accessory use.

Principally above ground means that at least 51 percent of the actual cash value of the structure is above ground. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Program deficiency means a defect in the community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Projecting sign means a sign which is attached at a right angle to the outside wall of the building.

Example:



(Ord. No. 2145-07, § 4, 11-26-07)

Prop roots means the structures originating below the lowest limbs of red mangroves, which are also known as stilt roots.

Protected environmentally sensitive area means an environmentally sensitive area designated for protection in the conservation element of the Stuart Comprehensive Plan and in accordance with chapter V, Resource Protection, of this Code.

Protective barrier means a physical structure limiting access to a protected area, composed of wooden or other suitable materials which assures compliance with the intent of this chapter.

Public approved means Indicates acceptance by a majority vote of the city commission.

Public art means an artistic work that is an expression of a historic person, place or event or an expression of an important local theme that is represented in good taste and craftsmanship. The work may be a fountain, mural, sculpture, painting or other generally acceptable art form as directed by the community redevelopment board. The work must be original, not reproducible, and must be created individually by an artist or team of artists. Public art may be displayed in a public venue including public lobbies as approved by the community redevelopment board.

Public art location means a location accessible to the general public or is clearly visible to the general public from another public space such as city park or public right-of-way.

Public courtyard means a landscaped space or plaza on private property that has at least one side open to a public street, and is intended for public use. Building facades that face onto a public courtyard are subject to the same requirements as if facing a street.

Public facilities and services means those covered by the City of Stuart Comprehensive Plan required by F.S. § 163.3177, and for which levels of service standards must be adopted pursuant to F.S. § 163.3180. These are: roads, sanitary sewer, schools, solid waste, drainage, potable water, and parks and recreation.

Public food service establishment means the same as the meaning given it by F.S. § 509.013. (As referenced in chapter 2 - Dog-friendly restaurants.)

(Ord. No. 2216-10, 10-18-10)

Public parks means any and all outdoor and covered grounds and facilities owned, operated or designed by the city for the purpose of recreational, sports or leisure activities.

Public safety and nuisance means anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Public service planned unit development (PSPUD) means an alternative means of development and an alternative zoning procedure for predominately public service purposes, in accordance with section 2.07.00.F and with the planning and development objectives of the city.

Public utility means and includes, but is not limited to, telephone, electric, and cable television lines, poles, equipment, and structures; water or gas pipes, mains, valves or structures; sewer pipes, valves or structures; pumping stations, stormwater systems, telephone exchanges and repeater stations; and all other facilities, equipment and structures necessary for conducting a service by a government or a public utility.

Publicly dedicated means meeting the following criteria:

1. Be in compliance with standards for the facility/service in question as adopted by the city; and
2. Having ownership of the facility/service transferred to the city through a legal instrument approved by the city attorney.

Publicly maintained means this term means that the city shall responsible the facility/service for a period of time as stipulated by the city commission or by any applicable service agreement.

Pylon sign means an advertising structure projecting from the wall or extending over the roof of any building comprising a framework and display surface, the structural members of which are an integral part of the building upon which such sign is erected.

Quasi-judicial matter means a matter which involves the application of a land use standard established by local law to specific real property and its impact upon the owners, residents and other occupants thereof and upon other affected persons, and includes, but is not limited to, a site specific land

use amendment or rezoning, a major development site plan review, a variance, a conditional use approval and a plat review.

Quasi-judicial proceeding means the process which comports with constitutional due process requirements whereby a board adjudicates the private rights of the parties thereto in a quasi-judicial matter.

Radio and/or television broadcast stations means establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded are facilities classified as major utility services or broadcasting or communication towers. Typical uses include television studios, telecommunication service centers, telegraph service offices, or film and sound recording facilities.

Railroad freight station/terminal means a heavy rail facility for freight pick-up or distribution; may include intermodal distribution facilities for truck or shipping transport.

Rain sensor device means a low voltage electrical or mechanical component placed in the circuitry of an automatic lawn irrigation system which is designed to turn off a sprinkler controller when precipitation has reached a pre-set quantity.

Real estate sign means any temporary sign advertising the real estate where the sign is placed, stating as being for sale, rent or lease.

(Ord. No. 2145-07, § 4, 11-26-07)

Recreational vehicle means a vehicle, including a park trailer, which is [see F.S. § 320.01]:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Registered landscape architect means a person who holds a license to practice landscape architecture as defined in and in accordance with F.S. ch. 481.

Religious institution means a building, together with its accessory buildings and use, where persons regularly assemble for religious purposes and related social events and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain religious ceremonies and purposes.

Remove or removal means the actual removal by digging up or cutting down, or the effective removal through damage or other means.

Remove or removal means actual or effective removal through killing, damaging or destroying of any trees which are not exempt trees (as referenced in chapter 6).

Renovation means work which changes or modifies the original size, location, materials or exterior finish of the components of a building. The change may include expansion or upgrading of a building.

Renovation development means a development which includes:

1. Additions to existing buildings or structures totaling 30 percent or more of the total gross floor area of all existing buildings or structures on the site inclusive of any additions made during the previous three years; or
2. Improvements to existing buildings and site improvements consisting of any combination of repairs, reconstruction and alteration to a building or site the cumulative costs of which, according to most current edition of the Marshall and Swift Cost Estimator, equal or exceed 25 percent of the market value of the buildings on the site and site improvements, not including the market value of the land, prior to improvement.

Repair services means establishments within enclosed buildings with no outdoor storage, primarily engaged in the provision of repair services to individuals and households, rather than businesses, but excluding automotive and equipment repair use types. Typical uses include appliance repair shops, furniture repair, shoe repair, watch or jewelry repair shops, or repair of musical instruments.

Replication means the replacement of a historical building in the original footprint and building envelope using the original facade, materials, and architectural design.

Research facility and scientific laboratories means an establishment which is designed for research, development and testing related to such fields as biological, chemical, pharmaceutical, medical, electrical, transportation, and engineering, providing such activities are conducted within entirely enclosed buildings and produce no noise, smoke, glare, vibration, or odor detectable outside the buildings. Considered an "industrial, low-impact" use.

Residential floor area means the floor space of a building which is used primarily as a dwelling unit for human habitation. A dwelling unit shall contain not less than 450 square feet of gross floor area.

Residential PUD means an alternative means of development and an alternative zoning procedure for predominately residential purposes, in accordance with section 2.07.00.D and with the planning and development objectives of the city.

Residential units combined with non-residential uses means a building containing residential in addition to non-residential uses permitted in the zone.

Restaurant, convenience means an establishment where the principal business is the sale of food and beverages to the customer in a ready-to-consume state where the design or principal method of operation is that of a fast-food or drive-in restaurant offering quick food service, where orders are generally not taken at the customer's table, where food is generally served in disposable wrapping or containers, and where food and beverages may be served directly to the customer in a motor vehicle.

Restaurant, general means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state and where the design or principal method of operation includes one or more of the following:

- As sit-down restaurant where customers, normally provided with an individual menu, are generally served in non-disposable containers by a restaurant employee at the same table or counter at which said items are consumed; or
- A cafeteria or cafeteria-type operation where foods and beverages generally are served in non-disposable containers and consumed within the restaurant building.

Restaurants, limited means an establishment intended to serve businesses in the local vicinity with a maximum seating capacity of not more than 30 patrons.

Retail, bulk merchandise means a retail establishment engaged in selling goods or merchandise to the general public as well as to other retailers, contractors, or businesses, and rendering services incidental to the sale of such goods. Bulk retail involves a high volume of sales of related and/or unrelated products in a warehouse setting and may include membership warehouse clubs (i.e., "big box" retail). Bulk retail is differentiated from general retail by any of the following characteristics: items for sale include large, categorized products (e.g., lumber, appliances, household furnishings, electrical and heating fixtures and supplies, wholesale and retail nursery stock, etc.) and may also include a variety of carry-out goods (e.g., groceries, household, and personal care products).

Retail, department store means a business which is conducted under a single owner's name wherein a variety of unrelated merchandise and services are housed enclosed and are exhibited and sold directly to the customer for whom the goods and services are furnished.

Retail, furniture store means a commercial establishment wherein home or office furnishings and related accessories are sold to the ultimate consumer.

Retail, intensive sales and service means shops and stores limited to retail sales of frequently needed convenience items or services typically needed on a recurring basis. This definition includes shops with:

- (1) Limited inventory;
- (2) A household market area in the immediate vicinity;
- (3) A specialized market with customized service demand; or
- (4) A tourist oriented market area in the immediate vicinity.

This definition includes, but is not limited to, the following:

- Art shops/galleries.
- Book and stationary stores.
- Building trade shops with no outside storage.
- Candy and ice cream stores.
- Clothiers.
- Copy services and duplicating services.
- Dog day care.
- Pharmacies.

- Fabric, hobby and handicraft shops.
- Florists.
- Gift shops.
- Hardware stores.
- Interior decorating establishment.
- Jewelry stores.
- Neighborhood retail establishment.
- Newsracks.
- Novelty and curio shops.
- Optical stores.
- Photo supplies and studios.
- Tailors or seamstresses.
- Tobacco shops.
- Shops for making articles of an artisanal use to be sold on the premises, provided such manufacturing is incidental to the retail business or service.

Retail, non-intensive sales and service means a location or building which provides retail sale or rental from the premises of goods and/or services and highway oriented sales and services that generally cater to a market area in excess of three miles, excluding establishments with significant wholesaling, warehousing, outside storage, and distribution functions. Uses include, but are not limited, to the following:

- Appliance stores without major warehousing.
- Farm equipment and supplies sales, without outdoor storage.
- Grocery stores/supermarkets.
- Home improvement centers without major storage areas and manufacturing.
- Office equipment and supplies.

Retail, regional mall means a large commercial development with retail, entertainment, and service uses of a scale and function to serve a regional market, that:

- (i) Has primary and ancillary structures in an integrated development with an overall site plan;
- (ii) Contains at least 50,000 square feet of floor area within the primary structure;
- (iii) Provides vehicular and pedestrian access from ancillary structures within the complex to the primary structure; and
- (iv) Is adjacent and accessible to a major or minor arterial roadway.

Retail, strip shopping center means two or more adjoining business establishments in sequence, the underlying ownership of land and building(s) being in a single entity.

Rezoning means the initial zoning of a parcel or parcels of land within the city as well as a change in the zoning classification of a parcel or parcels of land indicated on the city zoning map.

(Ord. No. 1927-03, § 1, 3-24-03)

Right-of-way means land dedicated, deeded, used, or for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

(Ord. No. 2520-2023, § 1(Exh. A), 10-23-23)

Rigid awning means a unit designed to protect a window or door against sun or weather supported entirely from the walls to which it is attached, constructed of metal, wood, or other approved rigid material and capable of being securely anchored in that position and being lowered readily and easily within a few minutes time to function as a shutter or to close the protected opening.

Rigid canopy and canopy-shutter means a unit designed to protect a window or door, or a group of windows or doors, against sun or weather supported by the mobile home or building to which it is attached or by separate metal or other rigid columns supported by the ground.

Roadway banner sign means a temporary sign that is constructed with a standard vinyl awning material that drapes above the roadway, attached to city installed poles on both sides of the road.

(Ord. No. 2145-07, § 4, 11-26-07)

Roof peak means the highest point of a pitched roof.

(Ord. No. 1841-02, § 2, 6-10-02)

Roof sign means a sign which projects above the roof line or is located on the roof of the building structure.

(Ord. No. 2145-07, § 4, 11-26-07)

Rooftop dining means the use of a rooftop area by a restaurant for assembly or the consumption of food or beverages. The term "restaurant" shall have the same meaning as set forth in this chapter.

Roominghouse and boardinghouse means any public lodging establishment that may not be classified as a hotel, motel, nontransient apartment, bed and breakfast inn, vacation rental, or transient apartment under this section. A roominghouse includes, but is not limited to, a boardinghouse [F.S. § 509.242(1)(f), as amended from time to time].

Sand dune means naturally occurring accumulations of sand in ridges or mounds landward of the beach. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Sandwich sign. See *Sidewalk sign.*

(Ord. No. 2145-07, § 4, 11-26-07)

Satellite television antenna system means any system of equipment, usually including a dish antenna, designed to receive television, radio and other communication signals, primarily from orbiting satellites. The term does not apply to any community antenna or cable television system that is governed by a separate city franchise.

School means a public, parochial, or private institution of learning for children which offers instruction in those courses of study required by F.S. chs. 1000—1013, or which is maintained pursuant to standards set by the state board of education including a day care facility, nursery school, pre-school, kindergarten, elementary school, middle school, junior high school, senior high school, junior college, college and any special institution of learning under the jurisdiction of the state department of education.

Screened porch means a roofed-over porch, portico, piazza, veranda, or structure attached to a building, at least two exterior walls or facades of which porch is constructed principally of screen or mesh material pervious to air. A screened porch is characterized by the fact that at least two of its sides consist primarily of broad expanses of uncovered screen material through which air circulates freely, and visibility is not significantly impeded.

(Ord. No. 1720-00, 3-27-00)

Search light means any intensified light used for identification, advertising or promotional purposes.

Secretary of the board means the city clerk for the city commission, for the planning advisory board and for the board of adjustment, is the employee appointed by the city manager to act in such capacity.

Self-supported or lattice tower means a telecommunications tower that is constructed without guy wires and ground anchors.

S.E. Ocean Boulevard Overlay Zone major conditional use means the granting of relief from the provisions of this Code relating to permitted uses, setbacks, building height, location of parking, location of buildings and structures, conflicts with utilities, historic buildings, and architectural requirements within the S.E. Ocean Boulevard Overlay Zone.

Setback means the minimum required front yard, side yard, and rear yard distances between a building or structure and the property line. Excluding streetwalls and fences, a setback must be free of structures that are higher than four feet. Any recorded easements that increase the required minimum setback take precedence over the dimensions established in this Code.

Shade tree means a hardwood tree that locally reaches a minimum height of 25 feet at maturity, provides relief from direct sunlight for at least six months of the year and is included in the recommended tree list in the landscape code.

Shall, may. The word "shall" is mandatory; "may" is permissive.

Shooting range, indoor, means a facility, entirely enclosed in a building, designed for the safe discharge of firearms at targets.

Shoreline protection zone means the land adjacent to the shoreline, including the shoreline of, the St. Lucie River and Poppleton Creek, Frazier Creek, Haney Creek, Krueger Creek and Willoughby Creek.

Except as otherwise provided in section 5.06.02.B.4, no development shall be permitted within the shoreline protection zone.

Shrub means any woody perennial plant of low height, characterized by multiple stems and branches continuous from the base. Shrubs shall be a minimum of 24 inches in height and have a minimum 12-inch spread or be a three-gallon container size at planting.

Sidewalk sign means a temporary, movable sign, made of metal and/or wood, having not more than two faces, and not permanently attached to the public sidewalk, but stable enough to support its own weight.

(Ord. No. 2145-07, § 4, 11-26-07)

Sign means any device, structure or fixture using graphics, symbols or written copy designed to advertise, or identify an establishment, product, goods or services.

(Ord. No. 2145-07, § 4, 11-26-07)

Sign area means the sign area shall be the area of a rectangle enclosing all lettering, illustrations, ornamentation and logos which form an integral part of the display, or differentiates the display area from the background on which it is placed.

(Ord. No. 2145-07, § 4, 11-26-07)

Signs confusing to vehicular drivers means a sign erected at the intersection of any streets or in any street right-of-way in a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, a traffic signal, or traffic device; or which makes use of the words "stop," "look," "danger," or any other word, phrase, symbol, or character in a manner as to interfere with, mislead, or confuse vehicular drivers.

(Ord. No. 2206-10, 7-12-10).

Sign manufacturing/painting shops means establishments primarily engaged in manufacturing signs and related displays of all materials.

Significant adverse effect means any modification, alteration, or effect upon a protected environmentally sensitive area which measurably reduces the zone's beneficial functions as delineated in the conservation element of the Stuart Comprehensive Plan.

Single-family dwelling unit means a building consisting of a single dwelling unit only, separated from other dwelling units by open space.

Single-family estate means detached housing designed to house one family and to maximize usable open space through the use of adequate building separation, the variance of building setbacks and landscape designed feature, such as courtyards and patios.

Site plan means a plan document providing the detailed and specific arrangement of land and structures including buildings, tenancies or premises, landscape, storm water management, utilities

location, paved surfaces, including sidewalks and parking areas, and open space, prepared by a design professional, and complying with the reasonable design criteria contained in appendix C.

Skating rink, roller or ice, means an establishment that provides facilities for participant skating.

Sketch plan means a plan document providing the generalized arrangement of land and structures including buildings, landscape, utilities location, paved surfaces, including sidewalks and parking areas, and complying with the reasonable design criteria contained in appendix D.

Small-scale future land use amendment (FLUA) is defined at F.S. § 163.3187 as the same may be hereafter from time to time. A "small scale" FLUA may be considered at any time by the city without any limit on frequency.

(Ord. No. 1929-03, §1, 3-24-03)

Snipe sign means any sign located in the public right-of-way or placed in the ground for commercial purposes, excluding garage sales, yard sales, homeowners and civic meeting signs.

(Ord. No. 2145-07, § 4, 11-26-07)

Special event banner sign means a sign which announces a special event or function which is of general benefit to the community at large.

(Ord. No. 2145-07, § 4, 11-26-07)

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Special landscape treatment means Landscaping that creates a park-like setting or plaza, opposed to the landscaping requirements normally associated with siting of a development project and has at least one side open to a public street which is intended for public use.

Specialty salon means any place of business wherein the practice of one or all of the following specialties are engaged in or carried on:

- (a) Manicuring, or the cutting, polishing, tinting, coloring, cleansing, adding, or extending of the nails, and massaging of the hands. This term includes any procedure or process for the affixing of artificial nails, except those nails which may be applied solely by use of a simple adhesive.
- (b) Pedicuring, or the shaping, polishing, tinting, or cleansing of the nails of the feet, and massaging or beautifying of the feet.
- (c) Facials, or the massaging or treating of the face or scalp with oils, creams, lotions, or other preparations, and skin care services.

Species of special status means a species that can be either endangered or threatened as listed by the City of Stuart in the conservation element of the Comprehensive Plan. An endangered species is any

species of fish, wildlife or plants which have been designated as such by the Secretary of the U.S. Department of the Interior, the Florida Fish and Wildlife Conservation Commission, or the Florida Department of Environmental Protection, or successor agencies. Designation occurs when the continued existence of these species as viable components of the State's resources are determined to be in jeopardy. A threatened species is one which is likely, within the foreseeable future, to become endangered. A species of special concern is a species which does not clearly fit into the endangered, threatened, or rare categories yet which, for certain reasons, warrants special attention.

Specified anatomical areas means the human genitals, pubic region, anus, anal cleft, buttocks, and that portion of the female breast below the top of the areola.

Specified sexual activities means any sexual act which is prohibited by state statute law as a criminal act, and acts of sexual intercourse, oral and anal copulation, masturbation, flagellation, and the touching, caressing or fondling of breasts, buttocks, anus or genitals, or the simulation of any of the foregoing.

Specimen tree means a Slash Pine which has achieved a DBH of ten inches; or any other tree as referenced in chapter V of this Code which has achieved a DBH of 4.5 inches which is listed on the City of Stuart tree list in this Code; or any other tree which has achieved a DBH of 6 inches which is listed on the City of Stuart flowering tree list; or any other tree which has achieved the lesser of a DBH of ten inches or at least 25 percent of the DBH of a species identified in the Florida Champion Trees of Florida database, maintained by the Forest Service, as amended, excluding all invasive plant species as defined in this chapter.

(Ord. No. 1788-01, § 1, 6-25-01)

Start of construction means the date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B section 1612.2.] (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

State of Florida means the Department of Environmental Protection and the South Florida Water Management District, as well as any other state agencies, but not including counties.

Stealth telecommunications facility (STF) means any telecommunications facility which is not readily identifiable as a tower and is harmonious, complementary and blends into the proposed site location and surrounding environment as determined by the city development director. Examples of stealth facilities

include architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and telecommunications towers designed to look like light poles, power poles, ball-field lights or trees.

Storage shed means a structure which has a maximum size of 200 square feet of gross floor area and a maximum height of ten feet.

Storage yard means those areas intended for the regular, consistent, or long-term placement, keeping, storage, or location, of any type of industrial, construction, or agricultural machinery, supplies, equipment or vehicles which are not on the premises in connection with a properly allowed project. Such items shall include, but not be limited to, concrete mixers, asphalt and tar heaters, trucks, cranes, tractors, bulldozers, backhoes, scaffolding materials, welding machines, concrete blocks or bricks, cement, lumber, angle iron, and other related items.

Story means the portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

(Ord. No. 1979-04, § 1, 6-28-04)

Street facade means that facade of a building which is nearest an adjacent street.

(Ord. No. 1678-99, 6-28-99)

Streetwall means an opaque freestanding wall built on the front property line, or on the line of a facade, with the purpose of screening parking from the street. Streetwalls shall be between three and four feet in height without fenestration or architectural opening and four to eight feet in height if grilled windows provide the fenestration. Streetwalls may either be constructed of a material matching the adjacent building or be a continuous, maintained hedge. Streetwalls may have openings to allow automobile and pedestrian access. Landscaping which is irrigated and maintained by the private property owner is required on the public side of the streetwall.

Structure, principal, means a structure or, where the context so indicates, a group of structures in or on which is conducted the principal use of the lot on which the structure is located.

(Ord. No. 1827-02, § 3, 1-28-02)

Studio (art, dance, music, exercise) means an establishment where classes in the various arts (e.g., dance, painting, sculpting, singing) are taught to four or more persons at a time. Exercise studios shall be limited to those activities such as martial arts, yoga, Pilates, etc., which do not require equipment typical of a health club.

Subdivision means the platting of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

Subdivision entrance sign means an entrance sign identifying the name of the subdivision or residential development.

(Ord. No. 2145-07, § 4, 11-26-07)

Subject property means the real property which is the subject matter of a quasi-judicial proceeding.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(Ord. No. 2303-2015, 2-9-15; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(Ord. No. 2303-2015, 2-9-15; Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Substantial renovation means a development that includes one of the following:

1. Improvements to existing buildings, and site improvements consisting of any combination of repairs, reconstruction and alteration to a building or site the cumulative costs of which, according to the latest edition of the Marshall and Swift Cost Estimator, equal or exceed 50 percent of the assessed value from the Martin County property appraiser. Cumulative cost includes improvement during the previous three years.
2. Additions to existing buildings or structures totaling 50 percent or more of the gross floor area of all existing buildings or structures on the site inclusive of any additions made during the previous three years.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Swimming pool (public) means a swimming pool to which the general public has access through the payment of a fee or admission charge.

Swinging projection sign means any sign projecting at an angle from the outside wall of any building, which is supported by only one rigid support, irrespective of the number of guy wires used in connection therewith.

Swinging sign means a flexible swinging sign hanging from the outside wall or walls of any building or any pole structure which is not rigidly affixed thereto.

(Ord. No. 2145-07, § 4, 11-26-07)

Tailor or seamstress means one that makes, repairs, and alters garments such as suits, coats, and dresses.

Tank farm means an open-air facility containing a number of aboveground, large containers for the bulk storage in liquid form of petroleum products.

Telecommunications tower means a guyed tower, monopole tower, or self-supported or lattice tower constructed as a free-standing structure containing one or more antennas used in the provision of personal wireless or other communications services.

Temporary construction storage container means a container or trailer typically carried by a semi-tractor truck, usually constructed of steel, utilizing one door at one end and having no windows, used for the temporary storage of tools, equipment and building materials during construction of a permanent building or structure.

(Ord. No. 1684-99, 7-26-99)

Temporary sign means any sign erected for a limited time period not to exceed six months per year.
(Ord. No. 2206-10, 7-12-10)

Tenant means a person who pays rent to occupy or use, but who acquires no interest in, land, a building, dwelling, or dwelling unit.

(Ord. No. 2145-07, § 4, 11-26-07)

Theater means any structure used for showing motion pictures or live performances, including video and film presentations in conjunction with live performances with a minimum seating capacity of 25.

Threshold wetland means a wetland that is less than one-half acre or is not otherwise regulated by the State of Florida. A threshold wetland is considered to be native vegetation.

Tobacco shop means a tobacco retailer whose business exclusively or primarily involves the sale of tobacco products and related goods.

Townhouse means an attached dwelling unit not exceeding three stories in height constructed in a group of three or more attached units with property lines separating such units in which each unit extends from the foundation to roof and with a yard or public way on not less than two sides.

(Ord. No. 2498-2023, § 1(Exh. A), 2-13-23)

Trailer sign means an advertising structure mounted on wheels or skids; the entire structure being designated primarily for portable use and constructed for the purpose of advertising, whether licensed or unlicensed as a trailer.

Transplant means the digging up by a property owner or professional contractor of a tree from one place on a property, and the planting of the same tree in another place on the same property.

Tree means any self-supporting, woody plant which normally grows to a minimum height of 15 feet or greater with a mature crown spread of 15 feet or greater and having trunks which can be maintained

with over five feet of clear wood. No provision relating to trees in this landscape code shall include invasive plant species.

Tree location map means a current aerial photograph not more than three years old with a minimum scale of one inch = 200 feet that indicates the trunk location of all specimen and historic trees plotted with the common or scientific name and DBH of all such trees.

Tree survey means a survey consisting of field flagging and identification of all historic and specimen trees within the proposed development area of a project. The tree locations shall be tied into a boundary survey of the site. Tree locations in a preserve area and wetland, and any other area that will not be filled or affected by the proposed construction, are not required to be surveyed.

Trellis means an open, lightweight, decorative structure, suitable as a landscaping and architectural element, which can be utilized as a support for vines or other vegetation, intended primarily as a semi-transparent screen or shading device, not as a cover or shelter.

Truck terminal means a facility for the receipt, transfer, short-term storage, and dispatching of goods transported by truck. Included in the use type would be express and other mail and package distribution facilities.

Ultimate right-of-way means the area claimed by the city, county or state as required for a planned road right-of-way within the ensuing five-year period, as reflected in the city's capital improvement program, or the county's or state's five-year roadway plan.

(Ord. No. 2145-07, § 4, 11-26-07)

Under-canopy sign means a sign attached or suspended under the canopy or roof of a walkway.

Example:



(Ord. No. 2145-07, § 4, 11-26-07)

Unified control means all land included for purposes of development within a planned unit development district owned or under control of the applicant for such designation with a commitment made under present ownership binding future owners to comply with all planned unit development standards and provisions. The applicant may proceed with development only after recording of the subdivision plat, in the case of a parcel of land five or more lots, sites or parcels, or two acres or more in

area, and after certification by the city development director that the submitted items above required are in substantial conformance with all documents submitted and approved at the time of zoning to PUD. The applicant must produce evidence that would bind his successors in title to any commitments made upon approval of PUD.

Unified signage plan means a graphic and narrative representation of the signage to be utilized on the site. The unified signage plan shall include colors, construction materials and method, illumination method, copy style, and sign type(s) and location(s). The unified signage plan may be amended and resubmitted for approval to reflect style change or changing tenant needs.

(Ord. No. 2206-10, 7-12-10)

Unit, with respect to mobile homes, means any section or plot of ground for the accommodation of a single mobile home.

Unit, with respect to assisted living facility (ALF), means the area or room within the facility which is designated for the private, personal use and occupancy of specific resident(s), which use shall include, but not be limited to, such functions as sleeping, dressing, or any other functions normally performed in the privacy of a private residence. No more than two persons may occupy a unit at the same time.

Unlawful sign means a sign which does not meet the requirements of this Code and which has not received legal nonconforming status.

(Ord. No. 2145-07, § 4, 11-26-07)

Untrimmed mangrove means a mangrove that has not been trimmed over two successive growing seasons (years).

Urban agriculture means the use of land for the production, distribution and marketing of food. Urban agriculture comprises of community and school gardens; backyard and rooftop horticulture; and other innovative food production methods that maximize production in a small area that may have the ability to supply urban farmers markets and community supported agriculture.

Upland buffer means an area of undisturbed or appropriately managed vegetation surrounding a wetland that will minimize disturbances to the wetland during and after development.

Urban Code District Overlay Zone or urban district means that area of the city which is coterminous with the boundary of the community redevelopment area as established in Ordinance No. 1059 adopted to take effect on May 12, 1986, by the city commission of the City of Stuart, Florida.

Urban Code Subdistrict means that particular subdistrict of the Urban Code District for which a specific set of regulations apply, as described in this Code such as urban center and urban general.

Urban farm means an area of land managed and maintained by an individual or group of individuals growing and harvesting food crops and/or non-food, ornamental crops, such as flowers, for commercial sale, frequently sold directly to consumers and restaurants. Urban farms may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members. It is distinguishable from other types of farming by the diversity of crops grown on a small area of land, typically from under one acre to

a few acres, or sometimes in greenhouses grown on site, including, but not limited to, using growing methods such as hydroponics.

Vacant development means a building or buildings which comprise a single development and have remained unoccupied for not less than 365 days, or for which there has been no active occupational license issued for more than 365 days, or for which there has been no active electric, water, or sanitation utility service for more than 365 days.

(Ord. No. 1678-99, 6-28-99)

Value of work of art means the total actual cost to create and install a work of art on a project site as determined by the city development director. The value of the work of art may only include a maximum of 15 percent to artist representatives, gallery dealers or art consultants to assist in the selection and procurement of required art work. Artists representatives, gallery dealers, and art consultants shall have no financial relationship with the artists or any ownership interest in art work purchased by the developer.

Variance means a grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Vehicular sign means a sign placed on vehicles or trailers that are parked in the public right-of-way or on private property for the primary purpose of displaying the sign.

(Ord. No. 2206-10, 7-12-10)

Verified wetland delineation means a determination of the extent of wetlands within a site that has been verified in writing by the State of Florida.

Vertical construction cost means the total actual construction costs, not including planning, surveying, appraisal, legal, architecture, permitting, site preparation or other so-called "soft" development costs, incurred in the construction of a building or buildings on a project site as determined by the city development director.

Via means a pedestrian walkway or passageway, which is located either between two buildings or within an individual building.

Vine means any ornamental plant requiring physical support to grow upwards.

Violation means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Visibility triangle means the area of land described as either of the following:

1. The triangular area of property on each side of a driveway formed by the intersection of the driveway and the public right-of-way line with two sides of each triangle being ten feet in length from the point of intersection and the third side being a line connecting the ends of the two other sides; or
2. The triangular area of property located at a corner formed by the intersection of two or more public rights-of-way with two sides of the triangular area being 30 feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the two other sides.

Vista means a visual corridor at ground level with an unobstructed view from any public right-of-way to the St. Lucie River or its tributaries such as Haney Creek and Frazier Creek.

V-shape sign means a sign containing two faces of approximately equal size erected upon common or separate structures, positioned in a "V" shape with an interior angle between faces of not more than 90 degrees.

(Ord. No. 2206-10, 7-12-10)

Walk-through facilities means an establishment which sells at retail certain food readily prepared for immediate consumption without facilities and services customarily incidental to a restaurant operation, including, but not limited to, waiter service. "Walk-up business" also means and includes other forms of retail business which are conducted with the customers being situated outside the structure in which the business is located, such as, but not limited to, exterior automatic tellers or exterior walk-up teller (banking) windows and the like; and ice cream or frozen dessert facilities.

Wall sign means a sign painted or attached parallel to the outside of a building.

Example:



(Ord. No. 2145-07, § 4, 11-26-07)

Warehouse, general storage, means an establishment whose principal use is the bulk storage of merchandise, products, or materials for distribution to other locations operated by the same business or establishment and may have an area within warehouse facility or in adjacent building for commercial

and/or retail use, with minor traffic impacts This type of warehouse shall not include mini-storage. A residence may be located on the premise and occupied only by a caretaker or guard employed on the premises, and his or her family.

Warehouse, mini-storage, means a building or group of buildings in a controlled access or fenced area that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the dead storage of consumer goods or wares. For purposes of this category, "Dead storage" shall mean the storage of items not used on a day-to-day basis. A residence may be located on the premise and occupied only by a caretaker or guard employed on the premises, and his or her family.

Warehouse, wholesale and distribution, means any building designed, arranged, or used exclusively for the sale or distribution of goods, merchandise and commodities in gross, primarily for purposes of resale of these items. Wholesale sales are generally sold to retailers rather than directly to the consumer, or the products may be sold to industrial or institutional customers.

Waterborne sign means a sign displayed on a vessel plying the waterways, excluding those required by law for the identification of the vessel.

(Ord. No. 2206-10, 7-12-10)

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which waters flow at least periodically. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Watershed means that area that has been identified in studies or adopted plans to drain into the St. Lucie River basin and includes those tributaries of the St. Lucie River being Poppleton Creek, Frazier Creek, Haney Creek, Willoughby Creek and Krueger Creek.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (As referenced in chapter 5 - Floodplain Management.)

(Ord. No. 2303-2015, 2-9-15)

Wayfinder sign means an off-premises sign designed to guide or direct pedestrians or vehicular traffic.

(Ord. No. 2145-07, § 4, 11-26-07)

Wetland means an area that is inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soils and which is verified to be a "wetland" by the State of Florida, as defined in F.A.C. ch. 62-340.200(19), as amended from time to time.

Wetland delineation means the process by which wetlands are mapped and located within a project site.

Wetland mitigation means the creation of wetland values and functions to offset direct and indirect development impacts to existing wetlands resulting from a proposed project.

Whip antenna means a cylindrical antenna that transmits in all directions.

Width means a lineal dimension of a site or building measured on a line parallel to the line of the street frontage.

Wind sign means a sign consisting of banners, pennants, ribbons, spinners, streamers, balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by natural or artificial wind.

(Ord. No. 2145-07, § 4, 11-26-07)

Window sign means any sign placed on the inside or outside of any window of any building or door and which is visible from any public right-of-way. This does not include merchandise on display.

Works of art or urban public art or public art or art work or art (as variously used within this Code) means an object or objects created or produced according to aesthetic principles by a professional artist, including, but not limited to, sculptures, fountains, engravings, carvings, murals, collages, mosaics, statues, special landscape treatments and collaborative design projects between architects or landscape architects and artists that may include a public courtyard and/or a special landscape treatment. To constitute a public work of art, the object must be readily visible to the public. Not more than 50 percent of the total art displayed on private property may be interior to a building. Art within a building must be displayed in an unrestricted public venue such as a public lobby and must be accessible to the general public during normal business hours, at least eight hours per day, five days per week.

Written or in writing means and includes any representation of words, letters or figures, whether by printing or otherwise.

Xeriscape landscaping means a set of design and maintenance principles which promote good horticultural practice and the economic and efficient use of water.

Yard means that area which lies between the principal or accessory building or buildings and the nearest lot line. Such yard is unoccupied and unobstructed from the ground upward, except as may be specifically provided in this Code.

Yard means a building setback area of open space in which no structure of a height greater than four feet may be located except as provided herein. (As referenced in chapter 3.)

Yard, front, means a yard extending between the side lot lines across the portion of a lot adjacent to a street. On corner lots, the front yard shall be provided facing the street on which each lot of record or lots of record involved have their lesser dimension.

Yard, rear, means a yard extending across the rear of a lot between the side yard lines. The rear yard shall be at the opposite end of the lot from the front yard, excepting in the case of through lots.

Yard, side, means a yard extending along the side of a lot between the rear line of the front yard and the rear lot line.

(Ord. No. 1841-02, § 1, 6-10-02; Ord. No. 1872-02, § 1, 10-10-02; Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2010-05, § 2, 2-14-05; Ord. No. 2014-05, § 1, 2-14-05)

Year means a calendar year, unless otherwise indicated.

Zoning in progress means the city intends to make a text amendment or district map change to the Land Development Code, and apply that change to development applications submitted following the declaration of zoning in progress. Additionally, zoning in progress allows a temporary hold on development orders, permits and licenses already in progress, if there is a pending change in the Land Development Code that would affect the development order, permit or license.

(Ord. No. 2056-05, § 2, 11-28-05)

Zoning in progress period or freeze period means the period of time allowed in the Land Development Code, beginning with public notice of a proposed zoning measure, and continuing through final consideration of such zoning measure by the city commission, plus any applicable appeal periods, or periods tolled by developer postponements, but not longer than permitted in the Land Development Code.

(Ord. No. 2056-05, § 2, 11-28-05)



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

RESOLUTION NUMBER 128 -2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DIRECTING STAFF ON THE IMPLEMENTATION OF AMENDMENTS TO CERTAIN CHAPTERS OF THE LAND DEVELOPMENT CODE OF THE CITY OF STUART, FLORIDA AS OUTLINED IN EXHIBIT “A” ATTACHED WHICH WERE DETERMINED DURING THE ZONING IN PROGRESS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on August 26, 2024, the City Commission directed City staff to initiate a “Zoning in Progress” authorized under Section 1.04.04 of the City of Stuart Land Development Code; and

WHEREAS, the purpose of the Zoning in Progress was to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, on September 16, 2024, the City Commission adopted Resolution No. 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 4, 2024, as authorized in Section 1.04.04 of the Stuart Land Development Code; and

WHEREAS, pursuant to Section 1.04.02(C) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City of Commission extends the period for up to an additional three (3) months for good cause and upon making a finding that it is in the public interest to do so; and

WHEREAS, at a workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City's Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure; and

WHEREAS, on November 25, 2024, the City Commission adopted Resolution No. 120-2024 to extend the Zoning in Progress or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024. The deferral shall last for an additional three (3) months from December 4, 2024, until March 4, 2025, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first.

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

SECTION 1: Recitals. The above-stated recitals are true, correct, and incorporated herein by this reference.

SECTION 2: Implementation of Zoning in Progress. The purpose of this is to state the intention of the City Commission to direct staff to implement the requested amendments within the City of Stuart Land Development Code as discussed in the three (3) Zoning in Progress workshops as outlined in **Exhibit "A"**.

SECTION 3: Authorization. The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

SECTION 4: Conflict. If any resolution(s), or part(s) of any resolution, is in conflict herewith, this Resolution shall control to the extent of this Resolution.

SECTION 5: Severability. The provisions of this Resolution are intended to be severable. If any part(s) of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 6: Effective Date. This Resolution shall take effect immediately upon its adoption.

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

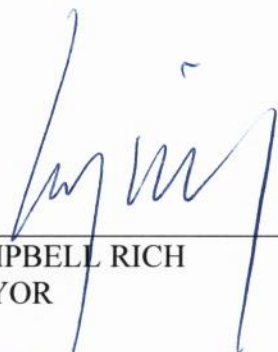
CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 9th day of December, 2024.

ATTEST:


MARY R. KINDEL, MMC 12/19/24
CITY CLERK


CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

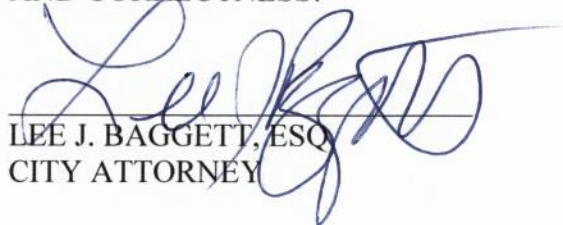

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



Exhibit “A”

ZONING IN PROGRESS EXHIBIT A
RESOLUTION

Chapter	Subject	C. Rich	C. Collins	E. Clarke	S. Reed	L. Giobbi
2.03.06	Intensity of Development: Lot area and Floor area ratio (FAR) table.					
2.03.09	Remove density bonus and parking waivers for mixed use.					
2.03.10	Florida area ratio needs to be revised to be reduced by density or vice versa					
2.04.02	Revise "lots" to parcels of record.					
2.04.02	No platted lot shall contain less than 5,000 square feet. (Cottage Lot) Minimum lot width must be 50 feet as defined by code Impervious surface allows up to 65%. Commission recommended reduction to					
2.04.03 (c)	50% on commercial properties.					
2.04.04	Side setbacks shall be a minimum of 10 feet.					
2.06.03	Create definition and regulation of detoxification facilities similar to County					
2.06.22	Modify code regarding EV Chargers to comply with State Law Accessory Dwelling Units (ADUs) must be on the same water and electric meter as primary residence. ADU not allowed to be occupied unless owner of property lives on the property. Duplex - non conforming duplexes near flamingo shall not expand and any improvements shall be limited to 50% of the current value and shall be Multi-Family/ FAR: Multi family density shall be reduced by commercial. For each 1,000 feet of commercial, the density of the property shall be reduced by one unit.. Each residential unit shall reduce the allowed commercial by 1000 square feet. Self Storage should only be allowed in Industrial Zoned property. Shared Parking: Shared parking shall not be permitted. 1/2 Units shall be removed from code					
East Stuart	SFD - Duplexes shall only be allowed by commission action Minimum lot size and width					
3.02.04	Foot note 1 references lot size of 4,356 Multi-family parking shall be increased by .5 for each category and no shared					
6.01.03	parking. Staff recommends utilizing the ITE (Institute of Transportation Engineers) Mixed use shall provide full parking for the commercial use and full parking for the residential.					

ZONING IN PROGRESS EXHIBIT A
RESOLUTION

Shaded trees shall be 60%. See language in Creek District. size of the landscape terminal/median islands may need to be increased to accommodate the

6.04.02 increased percentage for landscaping

6.06 Green or LEED certified should be updated or removed

6.6.11 Consultant shall be hired to re-write sign code.

6.01.09(C) A new sunset date will need to be added to account for these changes.

6.01.11(B) Location of parking spaces will need new sunset date

6.01.10(A) Change to a whole number

6.04.07 All new development must comply with minimum landscape standards.

Public Rights of way should not be modified by home owners to construct parking spaces without a license. Existing space shall be allowed. In future no gravel.

Non Conforming Uses and Lots - Must define the grandfathering of already existing structures as well as expansion of existing structures and impacts of new construction.

8.03.01

Reference to Table 4 is in the code before Reference to Table 3.