City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD November 25, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. NOVEMBER SERVICE AWARDS

2. EMPLOYEE OF THE MONTH - NOVEMBER 2019

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

CONSENT CALENDAR

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

3. APPROVAL OF 11/12/2019 CCM MINUTES (RC)

4. LOURONZO'S LICENSE AGREEMENT FOR DOWNTOWN PUBLIC/PRIVATE VALET PARKING SERVICES (RC):

   RESOLUTION NUMBER 104-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND LOUIS SHAPO AND LOURONZO's INC., DOING BUSINESS AS LOURONZO'S RESTAURANT, THE OPERATION AND UTILIZATION OF THE THREE LOADING ZONE PARKING SPACES ON THE EAST SIDE OF SE COLORADO AVENUE ADJACENT TO LOURONZO'S RESTAURANT FOR THE PURPOSE OF OPERATING A PUBLIC/PRIVATE VALET PARKING SERVICES.

5. FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT LOAN APPLICATION AUTHORIZATION (RC):

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

6. ALTERNATIVE WATER SUPPLY PROJECT STANDARD GRANT AGREEMENT (RC):

RESOLUTION No. 109-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE APPROPRIATION OF $250,000.00 FOR THE DESIGN OF THE ALTERNATIVE WATER SUPPLY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD GRANT AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE FIRST READING

7. AMENDMENT TO THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD) (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2420-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE SECOND AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOWN AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSING A (PARCEL 1), TO BE KNOWN AS KINDIG PROFESSIONAL OFFICES; PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

8. TRILLIUM RPUD - (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2419-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S

COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM “COMMERCIAL” TO “MULTI-FAMILY RESIDENTIAL” FOR A 9.45 ACRE PORTION OF A 49.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OWNED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH OF SE MIAMI STREET ABUTTING THE NORTH SIDE OF WAL-MART AND EAST OF STUART LANDINGS, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT “CPUD” TO RESIDENTIAL PLANNED UNIT DEVELOPMENT “RPUD” ON THE CITY’S OFFICIAL ZONING MAP; ESTABLISHING THE TRILLIUM RPUD CONSISTING OF SEVENTY SIX (76) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

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

DISCUSSION AND DELIBERATION

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** R. Johnson

Title of Item:

NOVEMBER SERVICE AWARDS

Summary Explanation/Background Information on Agenda Request:

William Reker	Public Works	30 years
Jeremiah Walton	Public Works	25 years
Heather Stoltenberg	Police	5 years
Timothy Voelker	Public Works	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** David D. Peters

Title of Item:

EMPLOYEE OF THE MONTH - NOVEMBER 2019

Summary Explanation/Background Information on Agenda Request:

As outlined in the attached Memorandum

Funding Source:

N/A

Recommended Action:

Please ask Karla Noguera to come forward and be recognized as the City's Employee of the month for November 2019.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memoradum	11/18/2019	Attachment

City of Stuart

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

Date: November 15, 2019

To: Roz Johnson, Human Resources Director

Subject: Employee of the Month

The Public Works Department is once again proud to announce that a valued member of the Department has demonstrated outstanding work efforts and is therefore nominated for the City's Employee of the Month for November 2019.

Karla Noguera began her career in the City of Stuart in August of 2014 as a Customer Service Representative.

Over the past five (5) years she has gone from a Customer Service Representative to Customer Service Representative III with the primary responsibility of billing where she generates more than 50,000 utility bills on an annual basis.

Recently Karla assumed the additional duties as the Acting Customer Service Supervisor.

This additional workload didn't phase Karla as she continued to meet billing deadlines and supervise day to day operations of the Customer Service Team.

On any given day Karla would bill customers, answer phones, greet both in-office and drive-thru customers.

Karla's calming demeanor often diffuses a customer's concerns.

Always willing to step up and do whatever it takes to provide outstanding customer service, Karla exemplifies the City's values by treating others with honesty, dignity and consideration and respect.

For these reasons mentioned above, we ask that Karla be recognized as the City of Stuart's Employee of the Month for November of 2019.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 11/12/2019 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	11/12/2019 CCM Minutes	11/19/2019	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD November 12, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Rebecca S. Bruner
Vice Mayor Eula R. Clarke (Late 5:34 PM)
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson
Commissioner Mike Meier

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

5:30 PM ROLL CALL
Present: Mayor Bruner, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - TREASURE COAST LINE DANCERS, DANCING A PATRIOTIC K STEP BOOGIE.

Sandy Dworkin and the Treasure Coast Line Dancers performed a line dance.

Vice Mayor Clarke arrived at 5:34 PM.

5:37 PM ROLL CALL
Roll Call re-taken for the record. Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

PROCLAMATIONS

PRESENTATIONS

2. SCHOOL DISTRICT'S LEGISLATIVE PRIORITIES BY CHRISTIA LI ROBERTS, SCHOOL BOARD CHAIR.

Christia Li Roberts made announcements and presented, providing the Commission with a pamphlet and flyer outlining various components of the 2020 priorities. Roberts requested a letter from the City in support/recognition that community support is necessary for a viable and reliable public education system, that we have an understanding that there are funding challenges in the state budget, and pointing to local wide-spread support in the form of the recently approved referendums for the millage increase in sales tax and supporting the legislative priorities.

5:46 PM Motion: Move approval of a letter pointing out all of their quests.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **No Comments.**

Commissioner Matheson

- **Thanked tram driver, Gary Nash and all who came out for the Veterans Day Parade and all who have served.**

Commissioner Meier

- **Agreed with Commissioner Matheson and commented on how nice the Veterans Day Parade was.**
- **Appointed to the Indian River Lagoon Council National Estuary Program Management Board and attended first meeting last week, there is an upcoming CCMP (Comprehensive Conservation and Management Plan) that he will share with the Commission and staff once released.**

Vice Mayor Clarke

- **Complimented Jim Chrulski, tram drivers, and Police Officers for efforts during the Veterans Day Parade.**
- **Commented on Town of Ocean Breeze Park long time board member Ann Kagdis as no longer on the commission and would like the City to send a letter of thanks for her service.**

5:52 PM Motion: Send letter to Ann Kagdis of Town of Ocean Breeze Park, thanking her for her years of service.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Meier
Motion passed unanimously.

Mayor Bruner

- **Thanked Pinal Gandhi-Savdas and Jordan Pinkston for their work on the bike lines and Parking Day on Colorado Avenue.**

COMMENTS BY CITY MANAGER

City Manager Dyess announced that Items #6 and #9 were not being heard tonight and being continued to the November 25, 2019 Commission Meeting.

APPROVAL OF AGENDA

5:55 PM Motion: Move approval of the Agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

1) **Christia Li Roberts – S. Federal Hwy.; Personally commenting on Item #8 but must leave meeting early; agrees about the need for housing but has issues with the site plan and commercial businesses with the location of Trillium.**

CONSENT CALENDAR

3. APPROVAL OF 10/28/2019 CCM MINUTES

4. PLAT OF "SEASIDE":

RESOLUTION No. 100-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED “SEASIDE”, WITH LANDS SITUATED IN SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CONTAINING 7.46 ACRES, PREPARED BY RONNIE L. FURNISS OF CAULFIELD AND WHEELER, INC., A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER NO. 6272, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. PBA CONTRACT RATIFICATION:

RESOLUTION No. 107-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING REOPENERS FOR THE SECOND FISCAL YEAR OF THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (PBA) EFFECTIVE OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2021; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

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

COMMISSION ACTION

(CONTINUED TO DATE CERTAIN OF 1/13/20)
6. CHANGE OF USE TO ALLOW THE CONVERSION TO RESIDENTIAL APARTMENTS AT SOUTHWIND MOTEL, 603 SW FEDERAL HIGHWAY. (QUASI-JUDICIAL)(RC):

RESOLUTION No. 103-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO IOANNA LAS LLC, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 603 SW FEDERAL HWY, TO ALLOW A DENSITY OF 24 UNITS PER ACRE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

5:58 PM Motion: Move to continue it to date certain.
Moved by: Commissioner Meier
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

7. SUPPORT REPLACEMENT OF RAIL BRIDGE:

RESOLUTION No. 108-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION IN PARTNERSHIP WITH FEC RAILWAY AND VIRGIN TRAINS USA FOR REPLACEMENT OF THE ST. LUCIE RIVER RAIL BRIDGE WITH A NEW DOUBLE TRACK BRIDGE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Discussion reviewing clarification of the Resolution and the time frame available.

Public Comment:

1) **Armond Pasquale – Seminole St.; Opposes the train and agrees with Commissioner Glass Leighton that a presentation should be made.**
2) **Helen McBride – Flamingo Ave.; Commented that we can't stop progress and feels people want the train, agrees with a presentation.**
3) **Tom Campenni – St. Lucie Crescent; Commented on the time constraints, in favor of the presentation but understands why this Resolution is needed now so Congressman Mast can move forward with his grant.**

6:16 PM Commissioner Meier is in favor of the Resolution and asked if Commissioner Glass Leighton would consider amending her motion to approve the Resolution and request a presentation.

Commissioner Glass Leighton declined, original motion stands.

6:02 PM Motion: Rusty Roberts comes back and presents some sort of workshop, something with models or pictures of what they are trying to do so our public can take a look at it and give their input.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion failed, 3/2.

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

6:18 PM Motion: Motion to approve the Resolution and in doing so, request that someone, a representative come and present to us on the issue as an agenda item. [Presentation before the grant or during the application period.]
Moved by: Commissioner Matheson
Seconded by: Commissioner Meier
Motion passed 4/1.

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

ORDINANCE FIRST READING

8. TRILLIUM RPUD - (QUASI-JUDICIAL):

ORDINANCE No. 2419-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 9.45 ACRE PORTION OF A 49.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OWNED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH OF SE MIAMI STREET ABUTTING THE NORTH SIDE OF WAL-MART AND EAST OF STUART LANDINGS, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL

ZONING MAP; ESTABLISHING THE TRILLIUM RPUD CONSISTING OF SEVENTY SIX (76) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6 People Sworn; Kevin Freeman and Tom Reetz of City of Stuart Development Department, Doug Fitzwater of Lucido and Associates, Dante Fraiegari of Meritage Homes, Melissa Corbett of MilCor Group, and Ed Weinberg of EW Consultants, Inc.

Tom Reetz, Doug Fitzwater, and Dante Fraiegari presented on the Trillium RPUD.

Commission discussed the LPA comments, the location, and expected residential costs.

Public Comment:

1) **Helen McBride – Flamingo Ave.; Commented on the convenience of the accessibility of the location for all ages.**
2) **Nick Blount – Sandpiper Lane; Representing the Housing Solutions Council, a citizen led organization that provides housing for the workforce. Quoted the ALICE Report that states 38% of Martin County households that salaries do not meet the cost of living. In reviewing such projects, requests the Commission consider a certain number of units be considered affordable.**

6:57 PM Motion: Move approval of Ordinance No. 2419-2019.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

7:05 PM Commissioner Meier commented on staff report discussion of an idea of a multi-family residential overlay for all commercial zoning. Per his request of the Housing Workshop early in the new year, he requests staff to present on that at the workshop. To include information on ways to incentivize housing objectives.

(CONTINUED TO DATE CERTAIN OF 11/25/19)
9. AMENDMENT TO THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD) / KINDIG PROFESSIONAL OFFICES (QUASI-JUDICIAL):

ORDINANCE No. 2420-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE SECOND AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOWN AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED

BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSING A (PARCEL 1), TO BE KNOWN AS KINDIG PROFESSIONAL OFFICES; PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

7:07 PM Motion: Move approval. [CONTINUED TO DATE CERTAIN OF 11/25/19]
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

ORDINANCE SECOND READING

10. THE HOPE CENTER FOR AUTISM CPUD (QUASI-JUDICIAL):

ORDINANCE No. 2418-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF CPUD 'COMMERCIAL PLANNED UNIT DEVELOPMENT' TO A PARCEL OF LAND TOTALING 1.22 ACRES, OWNED BY KPL HOLDINGS LLC, LOCATED AT 2580 SE WILLOUGHBY BLVD., BEING MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED; ESTABLISHING 'THE HOPE CENTER FOR AUTISM' COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) CONSISTING OF AN EXISTING LIGHT INDUSTRIAL/OFFICE BUILDING IN THE B-4 LIMITED BUSINESS/MANUFACTURING ZONING DISTRICT; ALLOWING FOR THE RELOCATION OF A CHARTER ELEMENTARY SCHOOL TO SAID LOCATION; PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS, DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

7:09 PM Motion: Move approval of Ordinance 2418-2019.
Moved by: Commissioner Meier
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION

7:10 PM ADJOURNMENT

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

Minutes to be approved at the Regular Commission Meeting this 25th day of November, 2019.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

LOURONZO'S LICENSE AGREEMENT FOR DOWNTOWN PUBLIC/PRIVATE VALET PARKING SERVICES (RC):

RESOLUTION NUMBER 104-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND LOUIS SHAPO AND LOURONZO's INC., DOING BUSINESS AS LOURONZO'S RESTAURANT, THE OPERATION AND UTILIZATION OF THE THREE LOADING ZONE PARKING SPACES ON THE EAST SIDE OF SE COLORADO AVENUE ADJACENT TO LOURONZO'S RESTAURANT FOR THE PURPOSE OF OPERATING A PUBLIC/PRIVATE VALET PARKING SERVICES.

Summary Explanation/Background Information on Agenda Request:

The Downtown Public/Private Valet Parking Services license agreement allows LouRonzo's to utilize 3 designated "loading zone" parking spaces on the east side of SE Colorado Avenue adjacent to LouRonzo's Restaurant for the purpose of providing valet parking for its operation. In return, LouRonzo's provides valet parking services to downtown visitors on their private parking lots as shown on the map in the attached License Agreement.

The agreement allows LouRonzo's to charge $5 per car to any downtown visitors going to other shops or restaurants and provide complimentary valet service to its customers. The valet service will be provided throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM. At all other times, the valet drop-off location will be used as the loading zone area.

LouRonzo's will pay a flat fee of $150 per month (annual fee of $1,800) to the City to utilize the three "Loading Zone" parking spaces adjacent to the restaurant for valet drop-off location. Typically, the City charges monthly rental fee of $121 per parking space for the outdoor dining program on public property. However, the valet parking license agreement allows LouRonzo's to pay discounted fee in exchange for providing valet service to downtown visitors at the south end of the historic district.

This license agreement with LouRonzo's will allow the City to continue to provide valet service on the south end of the historic district, in additional to the recently approved Downtown Valet Parking Services Pilot Program on the City Hall parking lot and parking spaces behind the annex building. The valet programs eliminate hassle of finding parking, increase parking supply and enhance the parking experience for downtown visitors during the busy peak season. LouRonzo's is currently using 'The Parking Solution', which is the same valet service provider that the City will be using for the Downtown Valet Parking Pilot Program, to provide valet services in downtown. Both valet programs are no cost to the City. It allows to effectively manage parking and generate additional revenue for the City.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 104-2019.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 104-2019	11/5/2019	Resolution add to Y drive
🗋	Exhibit A - License Agreement	11/7/2019	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 104-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND LOUIS SHAPO AND LOURONZO's INC., DOING BUSINESS AS LOURONZO'S RESTAURANT, THE OPERATION AND UTILIZATION OF THE THREE LOADING ZONE PARKING SPACES ON THE EAST SIDE OF SE COLORADO AVENUE ADJACENT TO LOURONZO'S RESTAURANT FOR THE PURPOSE OF OPERATING A PUBLIC/PRIVATE VALET PARKING SERVICES.

* * * * *

WHEREAS, the City of Stuart City Commission authorizes LouRonzo's to provide valet parking service to its customer and downtown visitors.

WHEREAS, the City of Stuart City Commission recognizes the public benefit to provide valet service as an additional amenity to the downtown.

WHEREAS, the Downtown Business Association and Stuart Main Street support downtown valet parking as service that provides parking options for those visiting the historic downtown.

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

SECTION 1: The Downtown Stuart Valet Parking Services shall utilize the three "loading zone" parking spaces located in front of 301 S Colorado Avenue as the staging and loading area for the valet service;

SECTION 2: The City Manager and City Clerk are hereby authorized and directed to execute the license agreement between the City of Stuart and LouRonzo's, for a period of one (1) year beginning December 1, 2019, with an automatic annual renewal. The license agreement is attached as "Exhibit A".

SECTION 3: LouRonzo's shall pay the City of Stuart a flat fee of $150 per month, which will be deposited in the General Revenue Funds.

SECTION 4: 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:

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

ADOPTED this _____ day of _____, 2019.

ATTEST:

_____
CHERYL WHITE
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

LICENSE AGREEMENT

REGARDING VALET PARKING (LOURONZO'S)

THIS REVOCABLE PERMIT is made between Louis Shapo and LouRonzo's Inc., d/b/a "LouRonzo's Restaurant" (LouRonzo's) and the City of Stuart, Florida, a municipal corporation (City), concerning the implementation of a public/private valet parking service in the historic downtown district of the City of Stuart. The purpose of this agreement is to grant a license to LouRonzo's for the commercial use of a portion of the City's public right of way.

WHEREAS, the City has exclusive control over the City's public rights of way, including the three "Loading Zone" parking spaces (3 spaces) on the east side of SE Colorado Avenue adjacent to LouRonzo's restaurant; and

WHEREAS, the City has previously allowed LouRonzo's to utilize the 3 spaces in return for their leasing private parking lots with not less than 30 additional parking spaces at the south end of the historic district, more specifically described in a drawing included herein as "LouRonzo's Leased Parking Lots;" and

WHEREAS, the City also desires to license LouRonzo's to provide public/private valet parking services throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM.

NOW, THEREFORE, the City and LouRonzo's agree to the following:

1. VALET PARKING SERVICE LOCATION – PUBLIC AND PRIVATE. LouRonzo's, by and through the Valet, shall provide the valet parking service only from the three designated "Loading Zone" parking spaces to the "LouRonzo's Leased Parking Lots," as shown below. The Valet shall also be entitled to reserve the three "loading" spaces on Colorado Avenue for its operations.



Map above identifies "LouRonzo's Leased Parking Lots" and "loading" spaces highlighted in green.

2. FREQUENCY OF SERVICE – PUBLIC/PRIVATE. LouRonzo's may provide public/private valet parking services throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM. LouRonzo's may provide private valet parking services at other throughout the week, at times agreeable to the City and LouRonzo's. At all other times, the valet drop location shall be used as the loading zone area.

3. PAYMENT FOR USE OF RIGHT OF WAY. The minimum charge per car shall be $5.00 for any downtown visitors. LouRonzo's shall pay $150.00 per month to the City of Stuart. Payment shall be made on the first of each month to the City's Financial Services Department located at City Hall.

4. LIABILITY AND SOVEREIGN IMMUNITY. As between the City and LouRonzo's, subject to the limitations of Florida law, LouRonzo's hereby assumes full liability for the negligence of its agents and employees. Nothing in this license agreement shall be deemed a waiver of City's sovereign immunity afforded by the Florida Constitution, and the provisions of Sec. 768.28, Fla. Stat., nor shall the City consent to be sued by third parties.

5. IDEMNIFICATION AND INSURANCE. LouRonzo's and its agents hereby indemnifies and holds the City harmless from any and all claims, injury or damage to persons or property caused in any manner whatsoever. LouRonzo's shall provide the

City with proof of insurance demonstrating liability coverage in the amount of at least $1,000,000 and adding Stuart as an additional insured.

6. SIGNAGE. Temporary signs advertising the Public valet service shall have a white background with blue lettering which clearly states "Downtown Stuart Valet Parking." Temporary signs advertising the Private valet service shall be in a paint scheme acceptable to the City. All signage must be approved by the CRA Administrator. The signs shall be maintained in good condition, and placed in the designated locations as approved by the CRA Administrator. No signs shall be positioned earlier than 4:00 PM and must be removed each evening no later than 12:00 AM. LouRonzo's is responsible for securing the signs.

7. BUSINESS COMMUNICATIONS. The City's CRA Administrator will meet with LouRonzo's to address any questions or concerns with the public/private valet parking services.

8. EFFECTIVE DATE. This agreement shall become effective upon signature by the authorized officials and will remain in effect for a period of one (1) year beginning December 1, 2019, with an automatic annual renewal. Either party shall have the right to terminate this agreement at any time by providing 30 days written notice.

9. Assignments and Amendments. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the City or the County, without the prior written consent of the parties.

10. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice.

12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not

be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14. Governing Law and Attorney's Fees. This Agreement shall be governed by the law of the State of Florida with venue lying in Martin County. The parties agree that each shall be responsible for their own costs and attorney's fees incurred as a result of a dispute between the parties concerning this Agreement.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

16. The Licensor does not waive any protections it may have under Section 768.28, Florida Statutes, including but not limited to any amounts which exceed the limits provided for tort liability provided by law.

ATTEST:

_____

DAVID DYESS
CITY MANAGER

ATTEST:

_____

LOUIS SHAPO, LOURONZO'S

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019

Prepared by: Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT LOAN APPLICATION AUTHORIZATION (RC):

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

Summary Explanation/Background Information on Agenda Request:

City of Stuart Resolution 51-2018 authorized the City's Financial Services Director to execute the business plan and direct staff to submit the water facilities plan to the Florida Department of Environmental Protection (FDEP), which included the Floridan aquifer well. The City submitted the Request for Inclusion (RFI) application for the Floridan aquifer well to FDEP on June 26, 2019 and was subsequently notified that the project was placed on the FDEP Drinking Water State Revolving Fund Priority List for FY 2020 in August 2019.

The City's Utility Rate Consultant has prepared the financial data in the loan application and provided a letter stating the City is projected to have net revenues over the project period above the amount needed to fund the proposed SRF Loan, including required coverage.

The final work effort required to obtain the $2,340,000.00 Drinking Water SRF Loan is to submit the loan application and execute a loan agreement once the loan application has been approved by FDEP. Prior to being finalized with FDEP, the loan agreement will be subject to the review and approval by the City Commission, City Staff, and the City's Bond Counsel.

Funding Source:

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

Recommended Action:

Approve Resolution No. 105-2019.

ATTACHMENTS:

Description	Upload Date	Type

Resolution 105-2019	11/14/2019	Resolution add to Y drive
SRF Loan Application	11/14/2019	Attachment
Resolution 51-2018	11/14/2019	Backup Material
Utility Rate Consultant Letter	11/14/2019	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 105-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $2,340,000.00 FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

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

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

WHEREAS, the State Revolving Fund Loan Priority List designates Floridan Aquifer Test Production Well FA-1 Project No. DW43043 (the "Project") as eligible for available funding; and

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

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

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

SECTION 2: A Request For Inclusion Form has been submitted to the Florida Department of Environmental Protection for the $2,304,000.00 loan to finance the Project. (the "Loan")

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

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

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

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

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

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

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

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

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

ADOPTED this 25th day of November, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING LOAN PROGRAM FOR DRINKING WATER FACILITIES

LOAN APPLICATION

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

TABLE OF CONTENTS

		Page Number
LOAN APPLICATION		
(1)	SUBMITTAL	1
(2)	COMPLETING THE APPLICATION	1
(3)	ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION		
(1)	PROJECT SPONSOR	1
(2)	AUTHORIZED REPRESENTATIVE	1
(3)	PRIMARY CONTACT	1
(4)	ADDITIONAL CONTACTS	1
(5)	PROJECT NUMBER	1
(6)	INTERIM FINANCING	1
PART II - PROJECT INFORMATION		
A. PRECONSTRUCTION PROJECT		
(1)	ACTIVITIES	2
(2)	SCHEDULE	2
(3)	COST	2
B. CONSTRUCTION PROJECT		
(1)	ACTIVITIES	2
(2)	SCHEDULE	3
(3)	COST	3
PART III - FINANCIAL INFORMATION		
(1)	PRINCIPAL	3
(2)	TERMS AND REPAYMENT	3
(3)	ANNUAL FUNDING LIMIT	3
(4)	INFORMATION ON LIENS	3
(5)	ACTUAL AND PROJECTED REVENUES	4
(6)	AVAILABILITY OF PLEDGED REVENUES	4
(7)	LOAN SERVICE FEE	4
PART IV - AUTHORIZATION AND ASSURANCES		
(1)	AUTHORIZATION	4
(2)	ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION		
	SCHEDULE OF PRIOR AND PARITY LIENS	7
	SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE	8
	SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE	9
	LIST OF ATTACHMENTS	10

LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR City of Stuart

Federal Employer Identification Number 59-6000433

DUNS Number 033988689

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name Louis J. Boglioli III Title Financial Services Director

Telephone (772) 288-5324 Email jboglioli@ci.stuart.fl.us

Mailing Address 121 SW Flagler Avenue, Stuart, FL 34994

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name Tim Voelker, P.E. Title Public Works Assistant Director/City Engineer

Telephone (772) 288-5332 Email tvoelker@ci.stuart.fl.us

Employer City of Stuart

Mailing Address 121 SW Flagler Avenue, Stuart, FL 34994

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #_____*).

Name Dave Peters Title Public Works Director

Telephone (772) 288-1292 Email dpeters@ci.stuart.fl.us

Employer City of Stuart

Mailing Address 121 SW Flagler Avenue, Stuart, FL 34994

(5) PROJECT NUMBER (listed on the Department's priority list). 43043

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (*Attachment #*_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No. If "No", please explain. (*Attachment #*_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation _____

Engineering design _____

Certification of site availability _____

Permitting _____

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #*_____) ☐ Yes ☐ No

(c) Is this a design/build project? ☐ Yes ☐ No

(3) COST. Is the cost information submitted for the planning or design loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. ☐ Yes ☐ No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment # 1*).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

(b) Have any of the contracts been bid? ☐ Yes ☒ No

If "Yes", indicate which contracts have been bid. (*Attachment #*_____)

(c) Was planning or design for this project financed in another SRF loan? ☒ Yes ☐ No

If "Yes", give the SRF loan number. DW430430

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No

If "Yes", attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #*_____)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #_____*).

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. February 2020

(b) Anticipated completion of all construction contracts. August 2020

(3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #_____*) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $2,340,000.00

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 40 (years)

Over how many years would you like to amortize the loan? 20 (years)

(b) List all revenues that are to be pledged for repayment of this loan. Water and wastewater rates, availability fees, and other income.

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15% (coverage percentage)

(d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (*Attachment #_____*)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of $10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment # 2*) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment # 2*).

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment # 2*).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment # 3*) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment # 4*) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.

2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.

(b) Assurances for other projects. Please note that Florida Statutes are available at http://www.leg.state.fl.us. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____ Louis J. Boglioli III

(signature) *(name typed or printed)*

Attachments

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF EXISTING PRIOR AND PARITY LIENS
(EXCLUDES EXISTING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three fiscal years. Use additional pages as necessary.

	Identify Each Obligation [1]	Coverage		Insured?
#1	Revenue Refunding and Improvement Bonds, Series 2003	110%		Yes
#2	Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006	100%		No
#3	Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007	100%		No
#4	Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 (Refunded Series 2007B)	100%		No
#5	Series 2019 Bond Anticipation Note (BAN) - Seacoast National Bank [2]			

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Debt Service	Total Debt Service Including Coverage
	#1	#2	#3	#4	#5 [2]			
2016	$468,290.00	$343,154.02	$315,713.32	$379,333.62	$0.00	$0.00	$1,506,490.96	$1,553,319.96
2017	469,800.00	343,393.25	315,700.82	380,217.36	0.00	0.00	1,509,111.43	1,556,091.43
2018	0.00	343,429.65	780,386.82	379,916.84	0.00	0.00	1,503,733.31	1,503,733.31
2019	0.00	342,425.90	785,937.69	379,455.12	0.00	0.00	1,507,818.71	1,507,818.71
2020	0.00	343,289.06	785,079.62	379,832.20	0.00	0.00	1,508,200.88	1,508,200.88
2021	0.00	343,378.25	783,082.94	379,025.02	0.00	0.00	1,505,486.21	1,505,486.21
2022	0.00	343,254.05	778,882.63	379,056.64	0.00	0.00	1,501,193.32	1,501,193.32
2023	0.00	948,089.70	178,902.13	379,904.02	0.00	0.00	1,506,895.85	1,506,895.85
2024	0.00	946,382.38	179,040.96	379,544.14	0.00	0.00	1,504,967.48	1,504,967.48
2025	0.00	278,175.75	1,144,245.13	0.00	0.00	0.00	1,422,420.88	1,422,420.88
2026	0.00	277,493.20	1,147,250.25	0.00	0.00	0.00	1,424,743.45	1,424,743.45
2027	0.00	277,810.65	1,142,489.69	0.00	0.00	0.00	1,420,300.34	1,420,300.34
2028	0.00	277,797.78	1,146,333.68	0.00	0.00	0.00	1,424,131.46	1,424,131.46
2029	0.00	1,447,365.25	0.00	0.00	0.00	0.00	1,447,365.25	1,447,365.25
2030	0.00	1,445,626.90	0.00	0.00	0.00	0.00	1,445,626.90	1,445,626.90
2031	0.00	1,446,041.65	0.00	0.00	0.00	0.00	1,446,041.65	1,446,041.65
2032	0.00	1,443,748.76	0.00	0.00	0.00	0.00	1,443,748.76	1,443,748.76
2033	0.00	1,447,888.80	0.00	0.00	0.00	0.00	1,447,888.80	1,447,888.80
2034	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2037	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2041	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2042	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Footnotes:

[1] Amounts derived from the actual loan payment schedules provided by the City. Amounts reflect the estimated sinking fund payments required in each Fiscal Year.

[2] On May 15, 2019, the City entered into an agreement with Seacoast National Bank to borrow a maximum of $1.5 million in anticipation of issuing future bonds (the Bond Anticipation Note or BAN). Based on conversations with City staff, to date only approximately $93,000 has been drawn and is due on May 15, 2020. At this time, no additional proceeds are anticipated to be drawn during the life of this contract. The amount of $93,000 is anticipated to be reimbursed through the use of existing cash reserves.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF EXISTING SRF LOANS AND PROJECTED PARITY LIENS (EXCLUDES PROPOSED SRF LOAN)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three fiscal years. Use additional pages as necessary.

	Identify Each Obligation	Coverage		Insured?
#6	Existing SRF Loan - WW 430400 - Reclaimed Water Transmission Main [1]	115%		No
#7	Existing SRF Loan - DW 430410 - Water Distribution Replacements and Meters [1]	115%	1st Pmt. Dec. 2016	No
#8	Existing SRF Loan - DW 430420 - Water Sysetm Anion Exchange [1]	115%		No
#9	Existing SRF Loan - DW 430430 - Eng. & Design Water RO Phase 1 (Estimated based on Contract)	115%	1st Pmt. Nov. 2020	No
#10	Future Debt Proceeds (Anticipated) - RO Construction Phase 1 [2]	115%		No

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Debt Service	Total Debt Service Including Coverage
	#6	#7	#8	#9	#10			
2016	$178,054.30	$88,617.00	$0.00	$0.00	$0.00	$0.00	$266,671.30	$306,672.00
2017	178,054.30	354,468.00	0.00	0.00	0.00	0.00	532,522.30	612,400.65
2018	178,054.30	354,468.00	0.00	0.00	0.00	0.00	532,522.30	612,400.65
2019	178,054.30	354,468.00	0.00	0.00	0.00	0.00	532,522.30	612,400.65
2020	178,054.30	354,468.00	106,497.56	29,268.00	0.00	0.00	668,287.86	768,531.04
2021	178,054.30	354,468.00	106,497.56	87,804.00	0.00	0.00	726,823.86	835,847.44
2022	178,054.30	354,468.00	106,497.56	87,804.00	0.00	0.00	726,823.86	835,847.44
2023	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2024	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2025	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2026	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2027	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2028	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2029	178,054.30	354,468.00	106,497.56	87,804.00	857,005.64	0.00	1,583,829.50	1,821,403.92
2030	178,054.30	354,468.00	106,497.56	58,536.00	857,005.64	0.00	1,554,561.50	1,787,745.72
2031	89,026.98	354,468.00	106,497.56	0.00	857,005.64	0.00	1,406,998.18	1,618,047.91
2032	0.00	354,468.00	106,497.56	0.00	857,005.64	0.00	1,317,971.20	1,515,666.88
2033	0.00	354,468.00	106,497.56	0.00	857,005.64	0.00	1,317,971.20	1,515,666.88
2034	0.00	354,468.00	106,497.56	0.00	857,005.64	0.00	1,317,971.20	1,515,666.88
2035	0.00	354,468.00	106,497.56	0.00	857,005.64	0.00	1,317,971.20	1,515,666.88
2036	0.00	265,851.00	106,497.56	0.00	857,005.64	0.00	1,229,354.20	1,413,757.33
2037	0.00	0.00	106,497.56	0.00	857,005.64	0.00	963,503.20	1,108,028.68
2038	0.00	0.00	106,497.56	0.00	857,005.64	0.00	963,503.20	1,108,028.68
2039	0.00	0.00	106,497.56	0.00	857,005.64	0.00	963,503.20	1,108,028.68
2040	0.00	0.00	0.00	0.00	857,005.64	0.00	857,005.64	985,556.49
2041	0.00	0.00	0.00	0.00	857,005.64	0.00	857,005.64	985,556.49
2042	0.00	0.00	0.00	0.00	857,005.64	0.00	857,005.64	985,556.49
2043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Footnotes:

[1] Amounts derived from the actual loan payment schedules provided by the City. Amounts reflect the estimated sinking fund payments required in each Fiscal Year.

[2] Amounts included as a component of funding the total capital plan included in the updated financial forecast, but which are not directly associated with this application. Terms and borrowing assumptions subject to change.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information beginning with the two fiscal years preceding the anticipated date of the first SRF loan repayment.)

		Audited 2017	Audited 2018
(a)	Operating Revenues	$10,884,019	$11,944,815
(b)	Interest Income	$78,829	$44,073
(c)	Other Income or Revenue		
	Availability Fee Revenues	$227,539	$184,859
	Other- Misc Revenues (Disposition of Assets)	7,050	(19,851)
	Total Other Income or Revenue	$234,589	$165,008
(d)	Total Revenues	$11,197,437	$12,153,896
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	$6,732,734	$6,638,927
(f)	Net Revenues [(f) = (d) - (e)]	$4,464,703	$5,514,969
(g)	Debt Service (including required coverage)		
	Existing Senior Lien Debt	$1,556,091	$1,503,733
	Existing SRF Loans and Parity Debt	612,401	612,401
	Total Other Income or Revenue	$2,168,492	$2,116,134
	Amount Available After Payment of Debt Service (including required coverage)	$2,296,211	$3,398,835

(h) Attach audited annual financial report(s), or pages thereof, and any other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF loan. *(Attachment 5)* .

Notes continued on Page 2 of 2.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses).

The following tabulations reconcile Net Revenues shown as (f) above to the audited financial statements as follows:

	Audited 2017	Audited 2018
Net Revenues (Line f above)	$4,464,703	$5,514,969
Additions to Net Revenues:		
Grant Revenues for Capital / Capital Contributions	$740,656	$286,253
Other Revenue Sources	0	0
Total Additions to Net Revenues	$740,656	$286,253
Deductions from Net Revenues:		
Depreciation Expenses	$2,604,847	$2,842,921
Interest and Amortization Expenses	858,424	1,174,538
Transfer to General Fund	639,168	684,700
Adjustment Due to Rounding	3	(3)
Total Deductions from Net Revenues	$4,102,442	$4,702,156
Change in Net Position - Calculated	$1,102,917	$1,099,066
Change in Net Position - Reported in the CAFR	$1,102,917	$1,099,066

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken.
Net Revenues have been and are projected to be fully adequate over the projection period.

Footnotes:

[1] Amounts shown for Fiscal Years 2017 and 2018 are based on detailed records provided by City staff, which were used to compile the City's Audited Financial Statements.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
(a)	Operating Revenues [1] [2]						
	Existing Revenues at Adopted Rates Through FY20	$12,197,761	$12,881,123	$13,037,803	$13,199,320	$13,405,754	$13,612,187
	Projected Revenues from Adopted and Projected Rate Increases	0	0	245,999	501,145	765,675 [3]	1,039,691 [3]
	Total Operating Revenues	$12,197,761	$12,881,123	$13,283,801	$13,700,465	$14,171,429	$14,651,878
(b)	Interest Income	$61,000	$54,000	$47,000	$49,000	$55,000	$56,000
(c)	Other Income or Revenue (Identify)						
	Availability Fee Revenues [4]	$364,392	$360,230	$384,259	$393,174	$426,133	$459,092
	Other- Misc Revenues (Disposition of Assets)	50,500	40,000	0	0	0	0
	Total Other Income or Revenue	$414,892	$400,230	$384,259	$393,174	$426,133	$459,092
(d)	Total Revenues	$12,673,653	$13,335,353	$13,715,060	$14,142,639	$14,652,562	$15,166,970
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items) [5] [6]	$7,115,256	$7,756,939	$7,993,946	$8,239,605	$8,769,291 [6]	$9,040,367
(f)	Net Revenues [(f) = (d) - (e)]	$5,558,397	$5,578,414	$5,721,114	$5,903,035	$5,883,271	$6,126,603
(g)	Revenue (including coverage) pledged to debt service, excluding SRF Loans [7]	$1,507,819	$1,508,201	$1,505,486	$1,501,193	$1,506,896	$1,504,967
(h)	Revenue (including coverage) pledged to outstanding SRF Loans [8]	$612,401	$768,531	$835,847	$835,847	$835,847	$835,847
	Sub-Total Existing Debt Service (including required coverage)	$2,120,219	$2,276,732	$2,341,334	$2,337,041	$2,342,743	$2,340,815
(i)	Revenue Available for this SRF Loan [(i) = (f) - (g)- (h)]	$3,438,178	$3,301,682	$3,379,781	$3,565,994	$3,540,528	$3,785,788
	Revenue (including coverage) pledged to Future SRF Loans & Parity Debt [9]	$0	$0	$0	$0	$985,556	$985,556
	Revenue (including coverage) pledged to the Proposed SRF Loan for the Proposed Projects						
	Proposed SRF Loan - Floridan Aquifer Test Production Well FA-1 [10]	$0	$0	$178,521	$178,521	$178,521	$178,521
	Additional Projects for this Request (if any)	0	0	0	0	0	0
	Sub-total	$0	$0	$178,521	$178,521	$178,521	$178,521
	Amount Available After Payment of Existing, Proposed and Future Debt Service (including required coverage)	$3,438,178	$3,301,682	$3,201,260	$3,387,473	$2,376,450	$2,621,710

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

(j) Identify the source of the above information and explain methods used to develop the projections (See Attachment 6).
Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments reflecting the cost of operating additional facilities, or other considerations.
Unless otherwise discussed in the footnotes hereunder, the amounts for Fiscal Years 2019 through 2024 are based on the City's most recently completed water and wastewater financial forecast, including updates to account for proposed changes to the Water Facilities Plan. Please refer to Attachment 6 and the additional footnotes below.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information in the planning documents?
_X_ Yes but projections were updated to accounted for changing conditions __ No

Footnotes:

[1] Based on the rate study results that concluded on August 14, 2017, the City adopted water and wastewater rates for the five (5) Fiscal Years ending September 30, 2022 as follows:

	Water	Wastewater
Adopted Rate Increases on or after October 1, 2017 - Implemented [a]	7%	3%
Adopted Rate Increases on or after October 1, 2018 - Implemented [a]	7%	3%
Adopted Rate Increases on or after October 1, 2019 - Implemented [a]	7%	3%
Adopted Rate Increases on or after October 1, 2020 [b]	2%	2%
Adopted Rate Increases on or after October 1, 2021 [b]	2%	2%

[a] Revenues from adopted rates that have been implemented were included under existing revenues.
[b] Revenues from adopted rates that will be implemented in future years included in the projected amount of revenues.

[2] Projected revenues based on the adopted rates plus an average customer growth rate of 1% per year on average. Additional sewer customer growth was assumed to account for recently completed and planned sewer expansion projects to eliminate septic tanks within selected sewer basins.

[3] The City's recently completed water and wastewater rate study included projections through Fiscal Year 2022. Since certain costs associated with the City's Water Facilities Plan may not be fully incurred until Fiscal Year 2023, the projection period was expanded. The projected FY23 and FY24 revenues assume that the City will continue to increase the water and wastewater rates by 2% per year, which is consistent with the City's adopted annual indexing provision.

[4] Availability Fee revenues based on the current fees plus an average customer growth rate of 1% per year on average. Additional sewer revenues were assumed to account for recently completed and planned sewer expansion projects to eliminate septic tanks within selected sewer basins.

[5] Projected operating expenses shown in detail in Attachment 6, which were based on the amended FY19 and adopted FY20 Operating Budgets. Amounts beyond FY20 were based on inflationary adjustments for labor and benefits, health insurance, utility and chemical costs, and repairs and maintenance expenses. The projected annual average increase in operating expenses is estimated at approximately 4% per year on average from FY20-24, including incremental operating expenses discussed in Note 6 below.

[6] Based on the City's planned implementation of the Water Facilities Plan that includes constructing a 1.0 MGD Reverse Osmosis Facility, the City's Consulting Engineer estimates adding approximately $275,000 per year in (net) incremental operating expenses beginning on or after October 1, 2022.

[7] Amounts derived from Page 7 of 10 (a) of this application, which excludes existing SRF Loans.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

[8] Amounts derived from Page 7 of 10 (b) of this application, which includes existing SRF Loans. Amounts estimated for DW430430 based on the original loan agreement.

[9] Amounts derived from Page 7 of 10 (b) which were included as a component of funding the total capital plan included in the updated financial forecast, but which are not directly associated with this application. Terms and borrowing assumptions subject to change.

[10] The Proposed Project debt service costs are estimated based on the following:

Floridan Aquifer Test Production Well FA-1	$2,340,000
Plus Financing Costs and Capitalized Interest (Rounded)	80,000
Total Principal Amount Borrowed	$2,420,000
Term (Years)	20
Assumed Rate (%)	2.5%
First Annual Payment Beginning March 31, 2021	$155,236
Total Annual Payment - Including 15% Coverage	$178,521

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Project Description and List of Contracts	1
Debt Obligations (includes Resolutions)	2
Legal Opinion	3
Authorizing Resolution	4
Selected Pages - 2017 & 2018 Comprehensive Annual Financial Report	5
Updated Water and Wastewater Financial Forecast	6

ATTACHMENT # 1

PROJECT DESCRIPTION

Construction of the Floridan Aquifer Test Production Well FA-1 will take place at the City of Stuart's Water Treatment Facility, which is located at 1002 SE Palm Beach Road, Stuart, FL 34994. The construction scope of work includes, but is not limited to drilling, setting of steel and PVC casings, grouting, flow testing, wellhead assembly, acidizing (if necessary), well logging, pump testing, formation water disposal system (including temporary piping and pumps), well facility disinfection and restoration of well site. It is anticipated that substantial completion will be reached within 150 calendar days from notice to proceed and final completion will be reached within 210 calendar days from notice to proceed.

LIST OF CONTRACTS

1. *Floridan Aquifer Test Production Well FA-1*. To be awarded December 2019.

ATTACHMENT # 2

DEBT OBLIGATIONS

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

2. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007 in the amount of $7,142,000.00, pursuant to Resolution No. 22-07.

3. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 in the amount of $4,923,000.00, pursuant to Resolution No. 118-2011.

4. City of Stuart, Florida, Series 2019 Bond Anticipation Note (BAN) – Seacoast National Bank [1], in the amount of $1,500,000.00, pursuant to Resolution No. 46-2019.

Copies of the above listed Resolutions have been attached.

ADDITIONAL OBLIGATIONS SECURED BY NET OPERATING REVENUES ON PARITY WITH THE LOAN ARE:

1. The City of Stuart also has a Clean Water State Revolving Fund Construction Loan Agreement WW430400.

2. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430410.

3. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430420.

4. The City of Stuart has a Drinking Water State Revolving Fund Design Loan Agreement DW430430.

Footnotes:

[1] On May 15, 2019, the City entered into an agreement with Seacoast National Bank to borrow a maximum of $1.5 million in anticipation of issuing future bonds (the Bond Anticipation Note or BAN). Based on conversations with City staff, to date only approximately $93,000 has been drawn and is due on May 15, 2020. At this time, no additional proceeds are anticipated to be drawn during the life of this contract. The amount of $93,000 is anticipated to be reimbursed through the use of existing cash reserves.



RESOLUTION NO. 219-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE REFINANCING OF A PORTION OF THE CITY'S PUBLIC UTILITIES REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2003; AUTHORIZING THE CITY TO BORROW FROM BANK OF AMERICA, N.A. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $8,500,000 FOR SUCH PURPOSE PROVIDED CERTAIN CONDITIONS ARE MET; PROVIDING THAT SUCH DEBT SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN REVENUES AS PROVIDED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and other applicable provisions of law.

Section 2: *Authorization of Refinancing.* The City is authorized to refinance (the "Refunding") all or a portion of the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 (the "Bonds") by borrowing funds on a negotiated basis from Bank of America, N.A. (the "Bank") for such purpose. The City determines that it is in the best interest of the City to proceed with a negotiated loan rather than a competitive bid due to the small size of the transaction and the need for flexibility in the timing of the transaction. The amount of funds borrowed from the Bank shall not exceed $8,500,000.00. The Bonds to be refunded (the "Refunded Bonds") shall be such of the Bonds as specified in the Loan Documents hereinafter described, but shall not exceed the amount as may be refunded using only the proceeds of the funds borrowed from the Bank plus any funds held by the City that would have been used to pay the Refunded Bonds but for the refinancing, such as funds held in the Principal and Interest Account for the Bonds under Resolution No. 163-94 of the City Commission (as amended and supplemented, the "Bond Resolution"). The Refunding shall not proceed unless as a result thereof the City's financial

advisor, Public Financial Management Inc. reports to the City that the City has realized net (that is, after payment of all costs of the Refunding) present value debt service savings in an amount not less than 5% of the principal amount of the Refunded Bonds.

Section 3: *Description of Loan and Refunding.* Subject to the provisions of Section 2 hereof, the terms of the loan (the "Loan") from the Bank to the City shall be specified in the Loan Documents hereinafter described, provided that the obligations of the City under the Loan Documents shall be limited obligations, payable solely from (i) Net Revenues of the Public Utilities System of the City (as those terms are defined in the Bond Resolution) on a basis subordinate to the "Bonds" issued and as may hereafter be issued thereunder, and (ii) lawfully available non-ad valorem revenues of the City budgeted and appropriated by the City for such purpose. In addition, the interest rate on the loan shall not exceed the maximum lawful rate and the final maturity date of the Loan may not exceed the final maturity date of the Refunded Bonds. The proceeds of the Loan may be deposited in escrow and used to pay the debt service on the Refunded Bonds to their maturity or earlier redemption date (any such redemption date to be as provided in the Loan Documents), and may be invested in "Defeasance Obligations" (as defined in the Bond Resolution) all as provided in the Loan Documents.

Section 4: *Authorization of Loan Documents.* Subject to the provisions of Section 2 hereof, the City is authorized to make its promissory note and to enter into such other agreements with such parties, as shall be necessary to accomplish the Refunding, including but not limited to a Loan Agreement, an ISDA Master Agreement, Schedule and Confirmation with the Bank, an Escrow Deposit Agreement with SunTrust Bank (or another escrow agent) and all other ancillary documents necessary or desirable for the transaction (all of such documents, the "Loan Documents"), and to expend proceeds of the Loan in furtherance of the Refunding. The City hereby authorizes and directs the City Manager to execute and deliver on behalf of the City the Loan Documents, which upon such execution shall be valid and binding on the City. The Loan Documents may designate the Loan as a "qualified tax-exempt financing" for purposes of Section 265 of the Internal Revenue Code.

Section 5: *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State. **Section 7:** *Authorizations.* The City Manager and such other officials and employees of the City as may be designated by the City Manager are each designated as agents of the City in connection with the Refunding and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Refunding, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 8: *Open Meeting Findings.* It is hereby found and determined that all official acts by the Commission concerning and relating to the adoption of this Resolution and all prior resolutions

affecting the Commission's ability to issue the Note were taken in an open meeting of the Commission and that all deliberations of the Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 9: *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10: *Effective Date.* This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 18th day of December 2006.

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

	YES	NO	ABSENT
MARY L. HUTCHINSON, MAYOR	X		
JEFFREY KRAUSKOPF, VICE MAYOR	X		
MICHAEL MORTELL, COMMISSIONER			X
JAMES A. CHRISTIE, COMMISSIONER	X		
CAROL S. WAXLER, COMMISSIONER	X		

ATTEST:

Mary Nash
MARY NASH
DEPUTY CITY CLERK

Mary Hutchinson
MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

Cheryl A. White
City Clerk

7

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: December 18th, 2006 **Prepared by:** D. Zaharako

Resolution No. 219-06

Title of Item:
Proposed Refinancing of Utility Bonds

Summary Explanation/Background Information on Agenda Request:
Since the City Commission last considered refinancing the City's 2003 Utility System Bonds at its May 8, 2006 meeting, market conditions have improved. The City financial advisor, Jay Glover of Public Financial Management and our bond counsel Mark Raymond of Moyle, Flanigan et al will be present at the Meeting to discuss this item in detail and to provide estimates of potential cost savings resulting from a refinancing of the bonds.

Funding Source: N/A

Recommended Action:
Authorize the refinancing of a portion of the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003.

Financial Services Director	Date 12/11/06
City Attorney	Date 12-12-06
Dan Hudson, City Manager	Date

MOYLE, FLANIGAN, KATZ, RAYMOND, WHITE & KRASKER, P.A.
ATTORNEYS AT LAW

Office Address:
625 North Flagler Drive - 9th Floor
West Palm Beach, Florida 33401-4025
Telephone: (561) 659-7500
Facsimile: (561) 659-1789

Tallahassee Office
(850) 681-3828
Wellington Office
(561) 227-1560

MARK E. RAYMOND
Direct Line: (561) 822-0380
E-mail: mraymond@moylelawcom

December 11, 2006

Honorable Mayor and
Members of the City Commission
City of Stuart, Florida

Re: Proposed Refinancing of Utility Bonds

Dear Mayor and Commissioners:

Since the City Commission last considered refinancing the City's 2003 Utility System Bonds at its May 8, 2006 meeting, market conditions have improved. According to the latest financial analysis, savings in excess of 5% of the amount of the debt are achievable. This is substantially in excess of the 3% savings level considered by the Commission in May. Accordingly, I have prepared for your consideration the attached resolution which authorize the City Manager to complete the transaction, so long as the net present value savings to the City are at least 5% of the amount of the bonds refinanced. The 5% figure is net savings to the City (that is, after taking into account all costs of the transaction), and is a standard that is used by many local governments in determining when a refinancing is appropriate.

Both your financial advisor, Public Financial Management, and I will be present at the December 18 meeting to discuss this item with you and to answer any questions you may have.

Very truly yours,

Mark E. Raymond

cc: Dorothy Zaharako
Dan Hudson
Paul Nicoletti, Esq.
Jay Glover, Public Financial Management, Inc.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 22-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE REFINANCING OF A PORTION OF THE CITY'S PUBLIC UTILITIES REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2003; AUTHORIZING THE CITY TO BORROW FROM BANK OF AMERICA, N.A. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $7,300,000 FOR SUCH PURPOSE PROVIDED CERTAIN CONDITIONS ARE MET; PROVIDING THAT SUCH DEBT SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN REVENUES AS PROVIDED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: ***Authority for this Resolution.*** This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and other applicable provisions of law.

Section 2: ***Authorization of Refinancing.*** The City is authorized to refinance (the "Refunding") all or a portion of the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 (the "Bonds") by borrowing funds on a negotiated basis from Bank of America, N.A. (the "Bank") for such purpose. The City determines that it is in the best interest of the City to proceed with a negotiated loan rather than a competitive bid due to the small size of the transaction, the need for flexibility in the timing of the transaction, and the favorable terms being provided by the Bank. The amount of funds borrowed from the Bank shall not exceed $7,300,000. The Bonds to be refunded (the "Refunded Bonds") shall be such of the Bonds as specified in the Loan Documents hereinafter described, but shall not exceed the amount as may be refunded using only

the proceeds of the funds borrowed from the Bank plus any funds held by the City that would have been used to pay the Refunded Bonds but for the refinancing, such as funds held in the Principal and Interest Account for the Bonds under Resolution No. 163-94 of the City Commission (as amended and supplemented, the "Bond Resolution"). The Refunding shall not proceed unless as a result thereof the City's financial advisor, Public Financial Management Inc. reports to the City that the City has realized net (that is, after payment of all costs of the Refunding) present value debt service savings in an amount not less than 5% of the principal amount of the Refunded Bonds.

Section 3: ***Description of Loan and Refunding.*** Subject to the provisions of Section 2 hereof, the terms of the loan (the "Loan") from the Bank to the City shall be specified in the Loan Documents hereinafter described, provided that the obligations of the City under the Loan Documents shall be limited obligations, payable solely from (i) Net Revenues of the Public Utilities System of the City (as those terms are defined in the Bond Resolution) on a basis subordinate to the "Bonds" issued and as may hereafter be issued thereunder, and on a parity basis with the $8,129,000.00 subordinate lien Public Utilities Revenue Refunding Note, Series 2006, and (ii) lawfully available non-ad valorem revenues of the City budgeted and appropriated by the City for such purpose. In addition, the interest rate on the loan shall not exceed the maximum lawful rate and the final maturity date of the Loan may not exceed the final maturity date of the Refunded Bonds. The proceeds of the Loan may be deposited in escrow and used to pay the debt service on the Refunded Bonds to their maturity or earlier redemption date (any such redemption date to be as provided in the Loan Documents), and may be invested in "Defeasance Obligations" (as defined in the Bond Resolution) all as provided in the Loan Documents.

Section 4: ***Authorization of Loan Documents.*** Subject to the provisions of Section 2 hereof, the City is authorized to make its promissory note and to enter into such other agreements with such parties, as shall be necessary to accomplish the Refunding, including but not limited to a Loan Agreement, in the form attached hereto as Exhibit "A," an Escrow Deposit Agreement in the form attached hereto as Exhibit "B" with U.S. Bank National Association and all other ancillary documents necessary or desirable for the transaction (all of such documents, the "Loan Documents"), and to expend proceeds of the Loan in furtherance of the Refunding. The City hereby authorizes and directs the City Manager to execute and deliver on behalf of the City the Loan Documents, which upon such execution shall be valid and binding on the City. The Loan Documents may designate the Loan as a "qualified tax-exempt financing" for purposes of Section 265 of the Internal Revenue Code.

Section 5: ***Severability.*** If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6: ***Applicable Provisions of Law.*** This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7: ***Authorizations.*** The Mayor and City Manager and such other officials and employees of the City as may be designated by the City Manager are each designated as agents of the City in connection with the Refunding and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Refunding, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 8: ***Open Meeting Findings.*** It is hereby found and determined that all official acts by the Commission concerning and relating to the adoption of this Resolution and all prior resolutions affecting the Commission's ability to issue the Note were taken in an open meeting of the Commission and that all deliberations of the Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 9: ***Repealer.*** All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10: ***Effective Date.*** This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 29th day of January 2007.

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

	YES	NO	ABSENT
MARY L. HUTCHINSON, MAYOR	✓		
JEFFREY KRAUSKOPF, VICE MAYOR	✓		
MICHAEL MORTELL, COMMISSIONER	✓		
JAMES A. CHRISTIE, COMMISSIONER	✓		
CAROL S. WAXLER, COMMISSIONER	✓		

ATTEST:

CHERYL WHITE
CITY CLERK

MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

Cheryl A. White
City Clerk

LOAN AGREEMENT

Dated as of February 6, 2007

By and Between

CITY OF STUART, FLORIDA

(the "City")

and

BANK OF AMERICA, N.A.
(the "Bank")

$7,142,000
Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007

EXHIBIT "A"

TABLE OF CONTENTS

(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

Page

ARTICLE I -- DEFINITION OF TERMS 3
Section 1.01. Definitions 3
Section 1.02. Interpretation 5
Section 1.03. Titles and Headings 6

ARTICLE II -- REPRESENTATIONS AND WARRANTIES OF THE PARTIES 7
Section 2.01. Representations and Warranties of City 7
Section 2.02. Representations and Warranties of Bank 7

ARTICLE III -- THE NOTE 9
Section 3.01. The Loan; Purpose and Use 9
Section 3.02. The Note 9
Section 3.03. Compliance with Section 215.84 9
Section 3.04. Registration of Transfer; Assignment of Rights of Bank 9
Section 3.05. Ownership of the Note 10
Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law 11

ARTICLE IV -- COVENANTS OF THE CITY 12
Section 4.01. Performance of Covenants 12
Section 4.02. Payment of Note 12
Section 4.03. Covenant to Budget and Appropriate 13
Section 4.04. Tax Covenant 14
Section 4.05. Budget and Other Financial Information 14
Section 4.06. Compliance with Laws and Regulations 15
Section 4.07. Incorporation of Senior Lien Bond Resolution Covenants; Rate Covenant. 15
Section 4.08. Application of Proceeds of Note 15

ARTICLE V -- EVENTS OF DEFAULT AND REMEDIES 16
Section 5.01. Events of Default 16
Section 5.02. Exercise of Remedies 17
Section 5.03. Remedies Not Exclusive 17
Section 5.04. Waivers, Etc. 17

ARTICLE VI -- MISCELLANEOUS PROVISIONS 19
Section 6.01. Covenants to City, Etc.; Successors 19
Section 6.02. Term of Agreement 19

Section 6.03. Notice of Changes in Fact 19
Section 6.04. Amendments and Supplements 19
Section 6.05. Notices 19
Section 6.06. Benefits Exclusive 20
Section 6.07. Severability 20
Section 6.08. Payments Due on Saturdays, Sundays and Holidays 20
Section 6.09. Counterparts 20
Section 6.10. Applicable Law 21
Section 6.11. No Personal Liability 21
Section 6.12. Defeasance. 21
Section 6.13. Arbitration and Waiver of Jury Trial 21
Section 6.14. Incorporation by Reference 23

Exhibit A Form of Note A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 6th day of February, 2007, by and between CITY OF STUART, FLORIDA (the "City"), a political subdivision of the State of Florida and its successors and assigns, and BANK OF AMERICA, N.A., a national banking association authorized to do business in Florida, and its successors (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the City and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 163-94, adopted by the City Commission of the City on December 8, 1994, as amended and supplemented from time to time, and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003 (collectively, the "Senior Lien Bond Resolution"), and Resolution No. 22-07, adopted by the City Commission of the City on January 29, 2007 (the "Junior Lien Note Resolution") is authorized to borrow money, issue bonds, Note or other obligations to finance or refinance the costs of capital expenditures to the City's Public Utilities System (as such term is defined in the Senior Lien Bond Resolution); and

WHEREAS, the City desires to borrow an amount equal to Seven Million One Hundred Forty-Two Thousand Dollars ($7,142,000) in order to advance refund the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 which mature on October 1, 2020, October 1, 2022 and October 1, 2028 (the "Refunded Bonds") and the Bank is willing to purchase the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007 (the "Note") to accomplish this purpose, but only upon the terms and conditions of this Agreement; and

WHEREAS, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues (as such term is defined in the Senior Lien Bond Resolution) and in all other respects, and will be secured in the manner and to the extent as provided herein; and

WHEREAS, the Note will be secured by the Designated Revenues (as such time is defined herein) on parity with the $8,129,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006 (the "2006 Parity Note") issued pursuant to that certain Loan Agreement dated December 28, 2006 between the City and the Bank;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bank" shall mean Bank of America, N.A., and its successors.

"Bond Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

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

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

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

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note, as applicable, and any and all subordinated debt and any other liabilities of the City for borrowed money.

"Default Rate" shall mean the Prime Rate plus three percent (3%) provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Designated Revenues" shall mean (i) Net Revenues which are available after making all payments required pursuant to the Senior Lien Bond Resolution, and (ii) legally available non-ad valorem revenues of the City budgeted and appropriated in accordance with Section 4.03 hereof. Notwithstanding anything herein to the contrary, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Federal Securities" shall mean:

1. Cash

2. U.S. Treasury Certificates, Note and Bonds (including State and Local Government Series – "SLGs")

3. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

4. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

5. Pre-refunded municipal bonds rated "Aaa" by Moody's Investors Service ("Moody's") and "AAA" by Standard & Poor's Ratings Group ("S&P"). If, however, the issue is only rated by S&P, then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

6. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

   a. U.S. Export-Import Bank (Eximbank)

      Direct obligations or fully guaranteed certificates of beneficial ownership

   b. Farmers Home Administration (FmHA)

      Certificates of beneficial ownership

   c. Federal Financing Bank

   d. General Services Administration

      Participation certificates

   e. U.S. Maritime Administration

      Guaranteed Title XI financing

   f. U.S. Department of Housing and Urban Development (HUD)

Project Note
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures and U.S. Public Housing Note and Bonds – U.S. government guaranteed public housing Note and bonds

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on a Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, October 1, 2028.

"Fiscal Year" shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Loan" shall collectively refer to an amount equal to the outstanding principal amount of the Note together with unpaid interest which has accrued pursuant to and in accordance with this Agreement.

"Note" shall mean the $7,142,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, which evidences the Loan.

"Note Rate" shall mean 4.05%.

"Noteholder" shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note.

"2006 Parity Note" shall mean the $8,129,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Bank. The Prime Rate is a reference rate for the information and use of the Bank in establishing the actual rate to be charged to the City. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Senior Lien Bond Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note, the Senior Lien Bond Resolution and the Junior Lien Note Resolution are or will be valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No financial material adverse change has occurred in the City since the last audited financial statement was prepared.

(d) Powers of City. The City has the legal power and authority to pledge the Net Revenues and to covenant to budget and appropriate legally available non-ad valorem revenues of the City in the manner and to the extent described herein.

Section 2.02. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

(a) Existence. The Bank is a national banking association, authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency,

reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; (iii) is a "national bank" under the laws of the United States of America; and (iv) is purchasing the Note as an investment for its own account and not with a view toward resale to the public.

[Remainder of page intentionally left blank]

ARTICLE III

THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of Seven Million One Hundred Forty-Two Thousand Dollars ($7,142,000). The proceeds of the Loan shall be used to advance refund the Refunded Bonds, and to pay the costs of issuance of the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall not exceed Seven Million One Hundred Forty-Two Thousand Dollars ($7,142,000).

(b) Interest. The Note shall bear interest at the Note Rate. Upon the occurrence of one or more of the events specified in the Note, the Note Rate shall be adjusted as therein provided. Interest on the Note shall be computed on an actual/360 day basis.

(c) Payment Provisions. Interest on the Note shall be payable on April 1 and October 1, commencing April 1, 2007. Principal on the Note shall be payable on each October 1, commencing October 1, 2008 through and including the Final Maturity Date, in the amounts set forth in the Note.

(d) Prepayments. The Note shall be subject to prepayment by the City prior to maturity, as specified in the Note. Each prepayment shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Noteholder not more than fifteen (15) and not less than five (5) days prior to the specified prepayment date.

Section 3.03. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.04. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred

only in whole and not in part. Notwithstanding anything herein to the contrary, the Note may not be transferred in a denomination less than $100,000 under any circumstances.

In the case of any such registration of transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Nothing in this Agreement or in the Note shall be construed to prohibit the Bank from granting a participation or participations in the Note to any other bank or banks affiliated with Bank of America, N.A. or any subsidiary thereof. No such bank participant shall, however, be a registered holder of the Note or any portion thereof.

Section 3.05. Ownership of the Note. The person in whose name the Note are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon each Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of each Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of each Note;

provided, however, that each Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the City's (and the Bank's) receipt of a letter in form and substance similar to the one delivered by the Bank pursuant to Section 218.385, Florida Statutes from such proposed transferee. Every prior registered owner of each Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of each Note will be used solely in the manner and to the extent described in Section 3.01 hereof and that such use is permitted by applicable law.

[Remainder of page intentionally left blank]

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City covenants that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided herein and in the Note, in accordance with the terms thereof. Pursuant to Section 4.03 hereof, the City hereby irrevocably pledges (until repayment) the Designated Revenues as security for the repayment of the Note evidenced thereby, on parity with the 2006 Parity Note.

Notwithstanding anything herein to the contrary, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

(b) The Note will be a special obligation of the City secured solely by the Designated Revenues and is payable from the Designated Revenues and as provided in Section 4.03 hereof, on parity with the 2006 Parity Note. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Designated Revenues.

(c) Subject to satisfaction of the requirements in Section 4.02(d) hereof, the City may issue "Additional Bonds" pursuant to the Senior Lien Bond Resolution (the "Priority Bonds"), which Additional Bonds shall have a priority as to the lien on Net Revenues. Subject to satisfaction of the requirements in Section 4.02(e) hereof, the City may (i) incur debt which is secured by a lien on Net Revenues which is on parity and equal status with the Note (a "Parity Note"), and (ii) amend this Agreement, without the consent of the holder of the Note, in such a manner to give effect to such incurrence and parity status; provided, however, the holder of the Note, shall be provided notice of such amendment within 15 days of its effectiveness. Any obligations issued by the City other than the Priority Bonds and Parity Notes shall contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Priority Bonds and the Parity Notes as to lien on and source and security for payment from the

Net Revenues and in all other respects. The City is not precluded from pledging in the future its non-ad valorem revenues or from securing obligations with a covenant to budget and appropriate legally available non-ad valorem revenues. The holder of the Note does not have a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of the City. The covenant to budget and appropriate legally available non-ad valorem revenues described in Section 4.03 hereof is subject in all respects to the prior payment of obligations secured by a pledge of such non-ad valorem revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments).

(d) The City will apply the "pari passi additional Bonds" test of Article III, Section 4.H. of the Senior Lien Bond Resolution in such a way that the "Maximum Annual Debt Service Requirement" includes not only the "Annual Debt Service Requirement" on the "Bonds," but also the debt service on the Note and any Parity Notes (the "Maximum Annual Junior and Senior Debt Service Requirement").

(e) The City will not issue Parity Notes unless Net Revenues, as certified by the Director of Financial Services and as may be adjusted in the manner permitted by Article III, Section 4.H. of the Senior Lien Bond Resolution, will be equal to 100% of the Maximum Annual Junior and Senior Debt Service Requirement (which includes debt service on the Parity Notes proposed to be issued).

Section 4.03. Covenant to Budget and Appropriate. Until the Note is paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, to the extent that Net Revenues (remaining after making payments required by the Senior Lien Bond Resolution) are insufficient therefore, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from legally available non ad-valorem revenues of the City in each fiscal year of the City not derived from ad valorem taxation and which are lawfully available to pay debt service on the Note, amounts sufficient to pay principal of and interest on the Note as the same shall become due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of legally available non-ad valorem revenues shall be cumulative to the extent not paid, and shall continue until such non-ad valorem revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such non-ad valorem revenues shall be in effect until such monies are budgeted and appropriated. The City further acknowledges and agrees that the obligations of the City to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from legally available non-ad valorem revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such non-ad valorem revenues, nor does it preclude the City from pledging in the future its non-ad valorem revenues or from securing obligations with a covenant to budget and appropriate legally available non-ad valorem revenues, nor does it require the City to levy and

collect any particular non-ad valorem revenues, nor does it give the holder of the Note a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available non-ad valorem revenues is subject in all respects to the prior payment of obligations secured by a pledge of such non-ad valorem revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of legally available non-ad valorem revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Agreement or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any non-ad valorem revenues. Neither this Agreement nor the obligations of the City under this Agreement shall be construed as a pledge of or a lien on all or any non-ad valorem revenues of the City other than the Designated Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City.

Section 4.04. Tax Covenant. The City covenants to the purchasers of the Note provided for in this Agreement that the City will not make any use of the proceeds of the Note at any time during the respective terms of such Note which, if such use had been reasonably expected on the date the Note were issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.05. Budget and Other Financial Information. The City shall:

(a) Within two hundred seventy (270) days following the end of each Fiscal Year of the City, provide the Noteholder with a copy of the City's audited financial statements for the preceding Fiscal Year specifically breaking out the Designated Revenues; and

(b) Upon request by the Bank, provide the Noteholder with a copy of its resolution adopting its annual budget within thirty (30) days of the adoption of the same, a completed budget book upon the completion of the same, and such other financial information regarding the City as the Noteholder may reasonably request.

Section 4.06. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations while the Note remains outstanding.

Section 4.07. Incorporation of Senior Lien Bond Resolution Covenants; Rate Covenant. All covenants of the City contained in Article III, Sections 4.D., 4.F., 4.J., 4.K., 4.L., 4.M., 4.N., 4.O., 4.P. and 4.Q. in the Senior Lien Bond Resolution are incorporated herein by reference to the same extent as if set forth verbatim herein and constitutes a part of this Agreement, and the City agrees that it will comply therewith. The City will apply the rate covenant in Article III, Section 4.B. of the Senior Lien Bond Resolution in such a way that Net Revenues are required to cover not only the items set forth therein, but also 100% of the debt service on the Note, the 2006 Parity Note and any Parity Notes hereafter issued, in the relevant fiscal year.

Section 4.08. Application of Proceeds of Note. At the time of delivery of the Note herein authorized, proceeds from the sale of the Note shall be used to advance refund the Refunded Bonds and to fund associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

[Remainder of page intentionally left blank]

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of this Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid

adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, a Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as a Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under Article IV of this Agreement.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of a Note then unpaid, within interest on overdue payments of principal and interest (to the extent permitted by law) at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from the Designated Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in a Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but from the Designated Revenues) in any manner provided by law, the monies adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

[Remainder of page intentionally left blank]

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full and shall survive the termination of this Agreement in relation to those provisions that deal with retroactive cost increases for the Bank in relation to the tax exempt status of the Note.

Section 6.03. Notice of Changes in Fact. Promptly after the City becomes aware of the same, the City will notify the Bank of (a) any changes in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Note, and (b) any default under this Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposes to take with respect thereto.

Section 6.04. Amendments and Supplements. Subject to 4.02(c) hereof, this Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

Section 6.05. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Stuart, Florida
121 S.W. Flagler Avenue
Stuart, Florida 34994
Attention: Financial Services Director

(b) As to the Bank:

Bank of America, N.A.
4501 Tamiami Trail North, Suite 400
Naples, Florida 34103

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.07. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of a Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or a Note, but this Agreement, any amendment or supplement hereto and a Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in a Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.08. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be a Saturday, Sunday or a day on which the Bank is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.10. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.11. No Personal Liability. Notwithstanding anything to the contrary contained herein or in a Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on any Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.12. Defeasance. If at any time the City shall have paid, or have made provision for the payment of, the principal and interest on a Note which is subject to a prepayment penalty pursuant to the Note and may not be immediately prepayable, then, in that event, the pledge of and lien on the Designated Revenues and on the other moneys created hereunder and the covenant to budget and appropriate legally available non-ad valorem revenues of the City in favor of the Noteholder shall no longer be in effect with respect to that Note. For purposes of the preceding sentence, the deposit of cash or Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the Noteholder, in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and interest to accrue thereon shall be considered "provision for the payment." Nothing herein shall be deemed to require the City to repay the outstanding Note prior to maturity or to impair the City's discretion in determining whether or not to exercise any option for prepayment. If the conditions set forth in this Section 6.12 have been satisfied, all moneys held in any fund or account created hereby that are in excess of the amounts required to pay or make provision for payment of the principal and interest on the Note may be withdrawn and used by the City for any lawful purpose.

Section 6.13. Arbitration and Waiver of Jury Trial. (a) This Section 6.13 concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) the Note (collectively a "Claim"). For the purposes of this arbitration provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Noteholder involved in the servicing, management or administration of any obligation described or evidenced by this Agreement.

(b) At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Arbitration Act"). The Arbitration Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

(c) Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this paragraph shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, any party to this Agreement may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted in Stuart, Florida. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars ($5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(f) This Section does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated,

the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This provision is a material inducement for the parties entering into this Agreement.

Section 6.14. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibits hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

(SEAL)

Cheryl A. White
City Clerk

CITY OF STUART, FLORIDA

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

BANK OF AMERICA, N.A.

By:_____
Name: Holly Kuhlman
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

BANK OF AMERICA, N.A.

By:_____
Name: Holly Kuhlman
Title: Vice President

EXHIBIT A

FORM OF NOTE

CITY OF STUART, FLORIDA
SUBORDINATE LIEN PUBLIC UTILITIES
REVENUE REFUNDING NOTE, SERIES 2007

Principal Sum	Maturity Date	Date of Issuance	Note Rate
$7,142,000	October 1, 2028	February 6, 2007	4.05%

The CITY OF STUART, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the Designated Revenues and certain funds and accounts described in the within mentioned Agreement, to the order of BANK OF AMERICA, N.A., a national banking association, or its assigns (the "Holder"), at 4501 Tamiami Trail North, Suite 400, Naples, Florida, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above pursuant to that certain Loan Agreement by and between the Holder and the City, dated as of February 6, 2007 (the "Agreement"), together with interest thereon as hereinafter provided until the Maturity Date stated above or the date the principal amount of this Note is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note shall bear interest at 4.05% (the "Note Rate"). The Note Rate may be adjusted as described below.

The principal of and interest on this Note may be prepaid at the option of the City in whole or in part at any time. In the event that the City shall make any optional prepayment, then the City will pay to the Holder, if a positive number, a prepayment premium equal to the amount determined by the Holder to be the amount equal to (x) the present value as of the prepayment date of the payments of principal and interest that would have been received with respect to the portion of this Note being prepaid using a discount rate as of the prepayment date with such discount rate being the ask yield on the non-callable U.S. Treasury obligation having a maturity closest to but not after the scheduled maturity date of this Note, as reported in *The Wall Street Journal* on the date two Business Days before the prepayment date minus (y)

the present value as of the prepayment date of the payments of principal and interest that would have been received with respect to the portion of this Note being prepaid using a discount rate of 4.05%. Any such determination by the Holder shall be conclusive, absent a manifest error in computation. All prepayments of principal shall be applied in the inverse order of maturity, or in such other order as the Holder shall determine in its sole discretion. Each prepayment of this Note shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Holder not less than five (5) days prior thereto.

The Holder shall provide to the City such documentation to evidence any adjustment to the Note Rate and the calculations made in connection therewith. Following the occurrence and during the continuance of any Event of Default, this Note shall bear interest at the Default Rate, as defined in the Agreement. Interest on this Note shall be computed on an actual/360 day basis.

The repayment schedule of principal is set forth in Schedule I attached hereto and made a part hereof.

Upon the occurrence of a Determination of Taxability (defined to mean interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be included in the gross income of the Holder for federal income tax purposes under the Code), the interest rate on this Note shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the "Adjusted Interest Rate"), as of and from the date such determination would be applicable with respect to this Note (the "Accrual Date"); and (i) the City shall on the next interest payment date (or if this Note shall have matured, within thirty days after demand) pay to the Holder, or any former Holder, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to such interest payment date, and (B) the actual interest paid by the City on this Note from the Accrual Date to such interest payment date, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Holder and/or former Holder arising as a result of such Determination of Taxability; and (ii) from and after the Accrual Date, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

All payments made by the City hereon shall apply first to accrued interest, then to other charges due the Holder, and the balance thereof shall apply to the principal amount then due on this Note.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution

and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the City and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 163-94, adopted by the City Commission of the City on December 8, 1994, as amended and supplemented from time to time, and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003 (collectively, the "Senior Lien Bond Resolution"), and Resolution No. 22-07, adopted by the City Commission of the City on January 29, 2007 (the "Junior Lien Note Resolution"), and is subject to all terms and conditions of the Senior Lien Bond Resolution, the Junior Lien Note Resolution and the Agreement. Notwithstanding anything herein or in the Agreement to the contrary, this Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE JUNIOR LIEN NOTE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE DESIGNATED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE JUNIOR LIEN NOTE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR THE STATE, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Notwithstanding anything herein to the contrary, this Note may not be transferred in a denomination less than $100,000 under any circumstances.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, on behalf of the City Commission, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the Deputy City Clerk of the City, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____
By:_____

Schedule I

Interest shall be payable to the Bank on each April 1 and October 1, commencing on April 1, 2007.

Principal on this Note shall amortize on October 1 of the following years:

Year	Principal Amortization
2008	$ 22,000
2009	23,000
2010	24,000
2011	25,000
2012	25,000
2013	27,000
2014	28,000
2015	29,000
2016	30,000
2017	32,000
2018	498,000
2019	524,000
2020	544,000
2021	565,000
2022	584,000
2023	8,000
2024	8,000
2025	974,000
2026	1,017,000
2027	1,054,000
2028	1,101,000

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

EXHIBIT B

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of February 6, 2007, by and between the CITY OF STUART, FLORIDA (the "Issuer"), a municipal corporation validly organized and existing under and by virtue of the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, Orlando, Florida, a national banking association organized under the laws of the United States, as Escrow Agent, and its successors and assigns (the "Escrow Agent");

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued its Refunded Bonds as hereinafter described, and has determined to refund the Refunded Bonds as to which the Total Debt Service for the Refunded Bonds is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service for the Refunded Bonds by depositing with the Escrow Agent an amount which, together with investment earnings thereon, is at least equal to such Total Debt Service for the Refunded Bonds; and

WHEREAS, in order to obtain certain of the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer's obligations relating to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Annual Debt Service" means the principal, interest and redemption premium, if applicable, on the Refunded Bonds coming due in a particular year as shown on Schedule A attached hereto and made a part hereof.

(c) "Bonds" means the $7,142,000 City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, issued under the Senior Lien Bond Resolution.

(d) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash

and investments will be held for payment of the principal or value at maturity, as the case may be, interest, if applicable, and redemption premium, if applicable, on the Refunded Bonds as they come due.

(e) "Escrow Agent" means U.S. Bank National Association, having its principal corporate trust office in Orlando, Florida and its successors and assigns organized and existing under the laws of the United States of America, having its designated corporate trust office in Orlando, Florida, as escrow agent hereunder.

(f) "Federal Securities" means Defeasance Obligations as such term is defined in the Senior Lien Bond Resolution. The term "Federal Securities" shall not include money market funds or mutual funds invested in obligations described in this definition.

(g) "Issuer" means the City of Stuart, Florida.

(h) "Refunded Bonds" means the City of Stuart, Florida Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 which mature on October 1, 2020, October 1, 2022 and October 1, 2028.

(i) "Senior Lien Bond Resolution" means Resolution No. 163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended and supplemented from time to time and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003.

(j) "Total Debt Service for the Refunded Bonds" means, as of any date, the sum of the principal, interest and redemption premium, if applicable, remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $7,221,938.25 with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $7,109,007.00 of such funds are being derived from proceeds of the Bonds. $112,931.25 of such funds are being derived from funds and accounts held for the benefit of the holders of the Refunded Bonds. The Issuer represents that the Federal Securities, the interest thereon, and the cash therein, taking into account all of the reinvestment instructions herein, (i) are at least equal to the Total Debt Service for the Refunded Bonds as of the date of such deposit, and (ii) are sufficient to pay principal, interest and redemption premium, if applicable, on the Refunded Bonds as they become due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sums described in Section 2 and agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to immediately invest $7,221,937 of such funds in the Federal Securities set forth on Schedule B attached hereto and to hold such securities and $1.25 of such funds derived from proceeds of the Bonds in cash in accordance with the terms of this Agreement;

(c) to invest on the future dates set forth on Schedule C attached hereto the amounts set forth on Schedule C in the Federal Securities set forth on Schedule C, and to hold such securities in accordance with the terms of this Agreement;

(d) in the event the securities described on Schedule B and Schedule C cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the Federal Securities, the interest thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and only upon receipt of an opinion of Bryant Miller Olive P.A. that (i) such securities constitute Federal Securities for purposes of this Agreement, and (ii) such substitution shall not affect the tax-exempt status of interest on the Bonds or the Refunded Bonds; and

(e) there will be no investment of funds except as set forth in this Section 3 and except as set forth in Section 5.

SECTION 4. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to U.S. Bank National Association, as successor to SunTrust Bank, Orlando, Florida, or its successors or assigns, the paying agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service for the Refunded Bonds coming due on such dates, as shown on Schedule A.

(b) Expenses. A one-time fee of $3,500 is due the Escrow Agent for its services hereunder.

(c) Surplus. After making the payments from the Escrow Account described in Subsections 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement pursuant to the terms of Section 13 hereof, and shall then pay any remaining funds to the Issuer to be used for any lawful purpose.

(d) Priority of Payments. The holders of the Refunded Bonds shall have an express first priority security interest in the funds and Federal Securities in the Escrow Account until such funds and Federal Securities are used and applied as provided in this Agreement as shown on Schedule A.

SECTION 5. Reinvestment. (a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation. Except as provided in Section 3 hereof, the transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that Federal Securities, interest thereon, and cash remaining on hand after the transactions are completed will, assuming no reinvestment earnings, be not less than the Total Debt Service for the Refunded Bonds, and that reinvestment in such Federal Securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves, will not cause interest on such Bonds or the Refunded Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of Federal Securities shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody's Investors Service, Inc., Fitch Ratings, Inc. and/or Standard & Poor's Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer's execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption; Notice. (a) The Issuer shall not accelerate or defer the maturity or redemption of any Refunded Bonds so as to modify the debt service set forth on Schedule A attached hereto.

(b) Subject to the execution and delivery of the Note for the purpose of advance refunding the Refunded Bonds, the City hereby determines that the Refunded Bonds shall be called for redemption on October 1, 2013 (the "Redemption Date") at a redemption premium of 100% of the principal amount to be redeemed.

(c) Subject to the execution and delivery of the Note for the purpose of advance refunding the Refunded Bonds, the City hereby directs U.S. Bank National Association, as successor to SunTrust Bank, as Registrar and Paying Agent for such Refunded Bonds, to prepare a notice of such redemption.

The notice of redemption of the Refunded Bonds shall be mailed, postage prepaid, by the Registrar not less than thirty (30) days before the date fixed for redemption to the registered owners of any Refunded Bonds which are to be redeemed, at their addresses as they appear fifteen (15) days prior to the date such notice is mailed on the registration books of the City kept by the Registrar.

The Registrar also shall mail (by certified mail, return receipt requested) a copy of such notice for receipt not less than the second Business Day prior to the date notice of redemption is mailed to the holders of the Refunded Bonds to the following: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530; Midwest Securities Trust Company, Capital Structures - Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103; Attention: Bond Department (or the most current addresses of such depositories); provided, however, that such mailing shall not be a condition precedent to such redemption and failure to mail any such notice shall not affect the validity of any proceedings for the redemption of the Refunded Bonds. The Registrar shall also provide notice, at the same time notice of redemption is given to the Refunded Bondholders, to Kenny Information Systems Notification Service, 65 Broadway, 16th Floor, New York, New York 10006, and Standard & Poor's Called Bond Record, 25 Broadway, New York, New York 10004 (or the most current addresses of such information repositories); provided, however, that such mailing shall not be a condition precedent to such redemption and failure to mail any such notice shall affect the validity of any proceedings for the redemption of the Refunded Bonds.

A second notice of redemption shall be given within sixty (60) days after the redemption date in the manner required above to the registered owners of redeemed Refunded Bonds which have not been presented for payment on or before the date of such notice.

Such notice of redemption shall set forth (i) the date fixed for redemption, (ii) the redemption price to be paid, (iii) that such Refunded Bonds will be redeemed at the designated corporate trust office of the Paying Agent, and the name, address and telephone number of a contact person, (iv) if less than all of the Refunded Bonds shall be called for redemption, the distinctive numbers, letters and CUSIP identification numbers, if any, of such Refunded Bonds to be redeemed, and (v) any other information the City or the Registrar deems relevant. Such

notice shall state that interest shall cease to accrue on any of the Refunded Bonds duly called for prior redemption if payment of the redemption price has been duly made or provided for.

SECTION 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) which relates to or arises out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent beyond the limits of sovereign immunity against its own negligence or willful misconduct or that of a third party. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Refunded Bonds. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Federal Securities and the earnings thereon to pay the Total Debt Service for the Refunded Bonds.

SECTION 8. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder (including full reimbursement to the Issuer of any rebate liability of the Issuer (including interest and penalties thereon) which derive from any failure to make future reinvestments pursuant to Section 3(c) hereof). The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer's expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance

therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Bonds and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Bonds then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Agent to fill such vacancy and,

upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders. In the case of conflicting appointments made by the Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $500,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent shall not be compensated from amounts on deposit in the Escrow Account and the Escrow Agent shall have no lien or claim against funds in the Escrow Account for any payment of obligations due it from the Issuer.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 7.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as Moody's Investors Service, Inc., Fitch Ratings, Inc., and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all holders of Refunded Bonds, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request, at the Issuer's expense, and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to Moody's Investors Service, Fitch Ratings, Inc., and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds).

SECTION 16. Interpleader. The Issuer and the Escrow Agent agree that the Escrow Agent may seek adjudication of any adverse claim, demand, or controversy over its persons as well as funds on deposit, waive personal service of any process, and agree that service of

process by certified or registered mail, return receipt requested, to the City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, Attn: Financial Services Director, shall constitute adequate service. The Issuer and the Escrow Agent further agree that the Escrow Agent has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 17. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank]

SECTION 18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

(SEAL)

Cheryl A. White
City Clerk

CITY OF STUART, FLORIDA

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By:_____
Name: Paula L. Wingo
Title: Assistant Vice President

SECTION 18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By: Paula L Wingo
Name: Paula L. Wingo
Title: Assistant Vice President

SCHEDULE A

TOTAL DEBT SERVICE

Date	Principal	Redemption Premium	Interest	Debt Service
04/01/2007			$169,396.88	$169,396.88
10/01/2007			169,396.88	169,396.88
04/01/2008			169,396.88	169,396.88
10/01/2008			169,396.88	169,396.88
04/01/2009			169,396.88	169,396.88
10/01/2009			169,396.88	169,396.88
04/01/2010			169,396.88	169,396.88
10/01/2010			169,396.88	169,396.88
04/01/2011			169,396.88	169,396.88
10/01/2011			169,396.88	169,396.88
04/01/2012			169,396.88	169,396.88
10/01/2012			169,396.88	169,396.88
04/01/2013			169,396.88	169,396.88
10/01/2013	$6,750,000.00	$0.00	169,396.88	$6,919,396.88
	$6,750,000.00	$0.00	$2,371,556.32	$9,121,556.32

SCHEDULE B

SCHEDULE OF FEDERAL SECURITIES
TO BE PURCHASED AT CLOSING

Purchase Date	Maturity Date	Par Amount	Interest Rate	Purchase Cost	Type
02/06/2007	04/01/2007	$117,422	4.94%	$117,422	SLG-Cert
02/06/2007	04/01/2012	1,958,180	4.85	1,958,180	SLG-Note
02/06/2007	10/01/2012	$5,146,335	4.85	5,146,335	SLG-Note
		$7,221,937		$7,221,937	

SCHEDULE C

SCHEDULE OF FEDERAL SECURITIES
TO BE PURCHASED ON FUTURE DATES

Purchase Date	Maturity Date	Par Amount	Interest Rate	Purchase Cost	Type
10/01/2007	04/01/2013	$2,888	0.00%	$2,888	SLG-Note
04/01/2008	04/01/2013	2,888	0.00	2,888	SLG-Note
10/01/2008	04/01/2013	2,887	0.00	2,887	SLG-Note
04/01/2009	04/01/2013	2,888	0.00	2,888	SLG-Note
10/01/2009	04/01/2013	2,887	0.00	2,887	SLG-Note
04/01/2010	04/01/2013	2,888	0.00	2.888	SLG-Note
10/01/2010	04/01/2013	2,888	0.00	2,888	SLG-Note
04/01/2011	04/01/2013	2,887	0.00	2,887	SLG-Note
10/01/2011	04/01/2013	2,888	0.00	2,888	SLG-Note
04/01/2012	04/01/2013	143,408	0.00	143,408	SLG-Cert
04/01/2012	10/01/2013	1,817,660	0.00	1,817,660	SLG-Note
10/01/2012	10/01/2013	5,101,736	0.00	5,101,736	SLG-Cert

CERTIFICATE OF ESCROW AGENT

U.S. Bank National Association, is acting as Escrow Agent under the Escrow Deposit Agreement, dated as of February 6, 2007 (the "Escrow Deposit Agreement") between itself, and the City of Stuart, Florida (the "Issuer"), relating to the issuance of the following described obligations of the Issuer:

> $7,142,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, consisting of one fully-registered Note dated February 6, 2007, bearing interest at a fixed rate of 4.05% and maturing on October 1, 2028.

U.S. Bank National Association (the "Bank") does hereby certify, represent and warrant the following:

(1) The Bank hereby accepts the duties and obligations of Escrow Agent securing the payment of the Refunded Bonds as defined in the Escrow Deposit Agreement.

(2) The Bank is duly incorporated and validly existing in good standing under the laws of the United States as a national banking association, with full right, power and authority to enter into the Escrow Deposit Agreement and to perform its obligations under, and carry out and consummate all of the transactions contemplated by the Escrow Deposit Agreement.

(3) The Escrow Deposit Agreement was executed on behalf of the Bank by Paula Wingo, Assistant Vice President, a duly appointed and authorized officer thereof who is empowered to execute and deliver such Escrow Deposit Agreement pursuant to the extract of the Bylaws attached hereto as Exhibit A, and the signature of the person appearing on such Escrow Deposit Agreement is a genuine signature.

(4) The Escrow Deposit Agreement has been duly authorized, executed and delivered by the Bank and, assuming the due authorization, execution and delivery by the Issuer and the Authority of such instrument, the Escrow Deposit Agreement constitutes a legal, valid and binding obligation of the Bank enforceable in accordance with its terms.

All capitalized terms not otherwise defined herein shall have the meaning given in the Escrow Deposit Agreement.

[Remainder of page intentionally left blank]

(5) The execution and delivery by the Bank of the Escrow Deposit Agreement is not, and the performance of its obligations thereunder will not, be inconsistent with its charter or bylaws, and, to the best of the knowledge of the undersigned, does not and will not contravene any law, governmental rule or regulation, judgment or order applicable to it and does not and will not contravene any provisions, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any governmental authority or agency of the United States or the State of Florida, or any subdivision or agency thereof, except such as have been obtained, given or accomplished.

(6) The Bank is in receipt of the funds described in Section 2 of the Escrow Deposit Agreement and has purchased the securities described in Section 3(b) of the Escrow Deposit Agreement.

Dated this 6th day of February, 2007.

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: K R Broecker

Title: V.P

Bryant ▪ Miller ▪ Olive

ATTORNEYS AT LAW

TRANSMITTAL MEMORANDUM

TO: Attached Transcript Distribution List

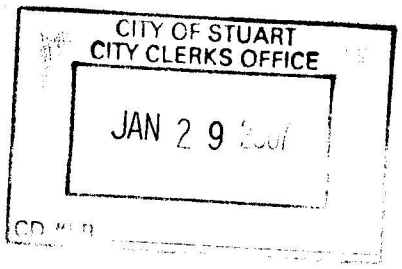
FROM: Duane D. Draper

DATE: January, 2007

RE: City of Stuart, Florida
Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006

Enclosed please find your transcript of closing documents for the above-captioned matter. Please acknowledge receipt by executing the acknowledgment below and faxing a copy to me at your earliest convenience at **813.223.2705.** Should you have any questions, please do not hesitate to call me.

Enclosure



RECEIVED BY:

_____

Name:_____

Firm:_____

Date:_____

TRANSCRIPT DISTRIBUTION LIST

* **CITY OF STUART, FLORIDA**
(3 bound copies)

Dorothy Zaharako
Financial Services Director
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

* **CITY OF STUART, FLORIDA**
(1 bound copy)

Cheryl White
City Clerk
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

* **BRYANT MILLER OLIVE P.A.**
(2 bound copies)

Duane Draper, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

* **BRYANT MILLER OLIVE P.A.**

JoLinda Herring
Bryant Miller Olive P.A.
One Biscayne Tower
2 S. Biscayne Boulevard, Suite 1480
Miami, Florida 33131

* **PUBLIC FINANCIAL MANAGEMENT, INC.**
(1 bound copy)

Jay Glover
Senior Managing Consultant
Public Financial Management, Inc.
300 S. Orange Avenue, Suite 1170
Orlando, Florida 32801

* **BANK OF AMERICA, N.A.**
(1 bound copy)

Holly Kuhlman
Senior Vice President/Credit
Bank of America, N.A.
4501 Tamiami Trail North, Suite 400
Naples, Florida 34103

* **EDWARDS ANGELL PALMER & DODGE LLP**
(1 bound copy)

Richard Miller
Edwards Angell Palmer & Dodge LLP
One North Clematis Street, Suite 400
West Palm Beach, Florida 33401

* **U.S. BANK NATIONAL ASSOCIATION**
(1 bound copy)

Paula Wingo
U.S. Bank National Association
Mail Code FL-Orlando-4028
225 E. Robinson Street, Suite 250
Orlando, Florida 32801

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO.118-2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE REFINANCING OF ALL OF THE CITY'S SUBORDINATE LIEN PUBLIC UTILITIES REVENUE REFUNDING NOTE, SERIES 2007B; AUTHORIZING THE CITY TO BORROW FROM SUNTRUST EQUIPMENT FINANCE & LEASING CORP. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $4,300,000 FOR SUCH PURPOSE PROVIDED CERTAIN CONDITIONS ARE MET; PROVIDING THAT SUCH DEBT SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN REVENUES AS PROVIDED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and other applicable provisions of law.

Section 2: Authorization of Refinancing. The City is authorized to refinance (the "Refunding") all of the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007B (the "Note") by borrowing funds on a negotiated basis from SunTrust Equipment Finance & Leasing Corp. (the "Purchaser") for such purpose. The City determines that it is in the best interest of the City to proceed with a negotiated loan rather than a competitive bid due to the small size of the transaction, the need for flexibility in the timing of the transaction and the favorable terms being provided by the Purchaser. The amount of funds borrowed from the Purchaser shall not exceed $4,300,000. The Refunding shall not proceed unless as a result thereof the City's financial advisor, Public Financial Management, Inc. reports to the City that the City has realized net (that is, after payment of all costs of the Refunding) present value debt

service savings in an amount not less than 5% of the principal amount of the Refunded Note.

Section 3: Description of Loan and Refunding. Subject to the provisions of Section 2 hereof, the terms of the loan (the "Loan") from the Purchaser to the City shall be specified in the Loan Documents hereinafter described, provided that the obligations of the City under the Loan Documents shall be limited obligations, payable solely from (i) Net Revenues of the Public Utilities System of the City (as those terms are defined in the Resolution No. 163-94 of the City Commission (as amended and supplemented, the "Bond Resolution")) on a basis subordinate to the "Bonds" issued and as may hereafter be issued thereunder and on a parity basis with the $8,129,000 Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006 and the $7,142,000 Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, and (ii) lawfully available non-ad valorem revenues of the City budgeted and appropriated by the City for such purpose in the manner and to the extent provided in the Loan Documents. In addition, the interest rate on the loan shall not exceed the maximum lawful rate and the final maturity date of the Loan may not exceed the final maturity date of the Refunded Note.

Section 4: Authorization of Loan Documents. Subject to the provisions of Section 2 hereof, the City is authorized to make its promissory note and to enter into such other agreements with such parties, as shall be necessary to accomplish the Refunding, including but not limited to a Loan Agreement in the form attached hereto as Exhibit A, and all other ancillary documents necessary or desirable for the transaction (all of such documents, the "Loan Documents"), and to expend proceeds of the Loan in furtherance of the Refunding. The City hereby authorizes and directs the City Manager to execute and deliver on behalf of the City the Loan Documents, which upon such execution shall be valid and binding on the City. The Loan Documents may designate the Loan as a "qualified tax-exempt financing" for purposes of Section 265 of the Internal Revenue Code.

Section 5: Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6: Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7: Authorizations. The Mayor and City Manager and such other officials and employees of the City as may be designated by the City Manager are each designated as agents of the City in connection with the Refunding and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Refunding, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 8: Open Meeting Findings. It is hereby found and determined that all official acts by the Commission concerning and relating to the adoption of this Resolution and all prior resolutions affecting the Commission's ability to issue the Note were taken in an open meeting of the Commission and that all deliberations of the Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 9: Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10: Effective Date. This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 28th day of November, 2011.

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

	YES	NO	ABSENT
JEFFREY A. KRAUSKOPF, MAYOR	✓		
JAMES A. CHRISTIE, Jr., VICE MAYOR	✓		
KELLI GLASS, COMMISSIONER	✓		
EULA R. CLARKE, COMMISSIONER	✓		
TROY A. McDONALD, COMMISSIONER	✓		

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL D. DURHAM
CITY ATTORNEY

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

Dated as of December 1, 2011

By and Between

CITY OF STUART, FLORIDA

(the "City")

and

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

(the "Purchaser")

$4,178,000
Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011

TABLE OF CONTENTS

(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

Page

ARTICLE I -- DEFINITION OF TERMS 2
Section 1.01. Definitions 2
Section 1.02. Interpretation 5
Section 1.03. Titles and Headings 5

ARTICLE II -- REPRESENTATIONS AND WARRANTIES OF THE PARTIES 6
Section 2.01. Representations and Warranties of City 6
Section 2.02. Representations and Warranties of Purchaser 6

ARTICLE III -- THE NOTE 8
Section 3.01. The Loan; Purpose and Use 8
Section 3.02. The Note 8
Section 3.03. Compliance with Section 215.84 8
Section 3.04. Registration of Transfer; Assignment of Rights of Purchaser 8
Section 3.05. Ownership of the Note 9
Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law 10

ARTICLE IV -- COVENANTS OF THE CITY 11
Section 4.01. Performance of Covenants 11
Section 4.02. Payment of Note 11
Section 4.03. Covenant to Budget and Appropriate 12
Section 4.04. Tax Covenant 13
Section 4.05. Bank Qualified 13
Section 4.06. Budget and Other Financial Information 13
Section 4.07. Compliance with Laws and Regulations 14
Section 4.08. Incorporation of Senior Lien Bond Resolution Covenants; Rate Covenant 14
Section 4.09. Application of Proceeds of Note 14

ARTICLE V -- EVENTS OF DEFAULT AND REMEDIES 15
Section 5.01. Events of Default 15
Section 5.02. Exercise of Remedies 16
Section 5.03. Remedies Not Exclusive 16
Section 5.04. Waivers, Etc. 16

ARTICLE VI -- MISCELLANEOUS PROVISIONS 18
Section 6.01. Covenants to City, Etc.; Successors 18

Section 6.02. Term of Agreement 18
Section 6.03. Amendments and Supplements 18
Section 6.04. Notices 18
Section 6.05. Benefits Exclusive 19
Section 6.06. Severability 19
Section 6.07. Payments Due on Saturdays, Sundays and Holidays 19
Section 6.08. Counterparts 19
Section 6.09. Applicable Law 19
Section 6.10. No Personal Liability 19
Section 6.11. Defeasance. 20
Section 6.12. Waiver of Jury Trial 20
Section 6.13. Incorporation by Reference 20

Exhibit A Form of Note A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 1st day of December, 2011, by and between CITY OF STUART, FLORIDA (the "City"), a political subdivision of the State of Florida and its successors and assigns, and SUNTRUST EQUIPMENT FINANCE & LEASING CORP., and its successors and assigns (the "Purchaser").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the City and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 163-94, adopted by the City Commission of the City on December 8, 1994, as amended and supplemented from time to time, and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003 (collectively, the "Senior Lien Bond Resolution"), and Resolution No. __-11, adopted by the City Commission of the City on November 28, 2011 (the "Junior Lien Note Resolution") is authorized to borrow money, issue bonds, notes or other obligations to finance or refinance the costs of capital expenditures to the City's Public Utilities System (as such term is defined in the Senior Lien Bond Resolution); and

WHEREAS, the City desires to borrow an amount equal to Four Million One Hundred Seventy-Eight Thousand Dollars ($4,178,000) in order to currently refund the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007B (the "Refunded Note") and the Purchaser is willing to purchase the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 (the "Note") to accomplish this purpose, but only upon the terms and conditions of this Agreement; and

WHEREAS, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues (as such term is defined in the Senior Lien Bond Resolution) and in all other respects, and will be secured in the manner and to the extent as provided herein; and

WHEREAS, the Note will be secured by the Designated Revenues (as such term is defined herein) on parity with the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006 (the "2006 Parity Note") issued pursuant to that certain Loan Agreement dated December 28, 2006 between the City and the Bank of America, N.A. and the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007 (the "2007 Parity Note") issued pursuant to that certain Loan Agreement dated February 6, 2007 between the City and the Bank of America, N.A.;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not defined in the Senior Lien Bond Resolution and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

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

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

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

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note, as applicable, and any and all subordinated debt and any other liabilities of the City for borrowed money.

"Default Rate" shall mean the Prime Rate plus three percent (3%) provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Designated Revenues" shall mean (i) Net Revenues which are available after making all payments required pursuant to the Senior Lien Bond Resolution, and (ii) legally available non-ad valorem revenues of the City budgeted and appropriated in accordance with Section 4.03 hereof. Notwithstanding anything herein to the contrary, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Federal Securities" shall mean:

1. Cash

2. U.S. Treasury Certificates, Note and Bonds (including State and Local Government Series – "SLGs")

3. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

4. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

5. Pre-refunded municipal bonds rated "Aaa" by Moody's Investors Service ("Moody's") and "AAA" by Standard & Poor's Ratings Group ("S&P"). If, however, the issue is only rated by S&P, then the pre-Note must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

6. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

   a. U.S. Export-Import Bank (Eximbank)

      Direct obligations or fully guaranteed certificates of beneficial ownership

   b. Farmers Home Administration (FmHA)

      Certificates of beneficial ownership

   c. Federal Financing Bank

   d. General Services Administration

      Participation certificates

   e. U.S. Maritime Administration

      Guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD)

Project Note
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures and U.S. Public Housing Note and Bonds – U.S. government guaranteed public housing Note and bonds

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on a Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, October 1, 2024.

"Fiscal Year" shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Loan" shall collectively refer to an amount equal to the outstanding principal amount of the Note together with unpaid interest which has accrued pursuant to and in accordance with this Agreement.

"Net Revenues" shall have the meaning ascribed thereto in the Senior Lien Bond Resolution.

"Note" shall mean the $4,178,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011, which evidences the Loan.

"Note Rate" shall mean 2.303%.

"Noteholder" shall mean the Purchaser as the holder of the Note and any subsequent registered holder of the Note.

"2006 Parity Note" shall mean the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006.

"2007 Parity Note" shall mean the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007.

"Parity Notes" shall mean the Note, the 2006 Parity Note, the 2007 Parity Note and any notes issued in the future which is secured by a lien on Designated Revenues which is on parity and equal status therewith.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of an affiliated bank of the Purchaser. The Prime Rate is a reference rate for the information and use of an affiliated bank of the Purchaser in establishing the actual rate to be charged to the City. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

"Purchaser" shall mean SunTrust Equipment Finance & Leasing Corp., and its successors and assigns.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Senior Lien Bond Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Purchaser as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Purchaser. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note has been duly authorized by all necessary action on the part of the City and does not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note, the Senior Lien Bond Resolution and the Junior Lien Note Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No financial material adverse change has occurred in the City since the last audited financial statement was prepared.

(d) Powers of City. The City has the legal power and authority to pledge the Net Revenues and to covenant to budget and appropriate legally available non-ad valorem revenues of the City in the manner and to the extent described herein.

Section 2.02. Representations and Warranties of Purchaser. The Purchaser represents and warrants to the City as follows:

(a) Existence. The Purchaser is authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Purchaser and the making of the Loan have been duly authorized by all necessary action on the part of the Purchaser and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Purchaser or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency,

reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Purchaser (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; (iii) is an "accredited investor" as such term is defined in the Securities Act of 1933, as amended and Regulation D thereunder; and (iv) is purchasing the Note as an investment primarily for its own account and not with a present view toward resale to the public.

[Remainder of page intentionally left blank]

ARTICLE III

THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Purchaser shall make available to the City the Loan in the principal amount of Four Million One Hundred Seventy-Eight Thousand Dollars ($4,178,000). Together with other legally available funds of the City in an amount equal to $69,140.22, the proceeds of the Loan shall be used to currently refund the Refunded Note, and to pay the costs of issuance of the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall not exceed Four Million One Hundred Seventy-Eight Thousand Dollars ($4,178,000).

(b) Interest. The Note shall bear interest at the Note Rate. Upon the occurrence of one or more of the events specified in the Note, the Note Rate shall be adjusted as therein provided. Interest on the Note shall be computed on the basis of 30-day months and a 360-day year.

(c) Payment Provisions. Interest on the Note shall be payable on April 1 and October 1, commencing April 1, 2012. Principal on the Note shall be payable on each October 1, commencing October 1, 2012 through and including the Final Maturity Date, in the amounts set forth in the Note.

(d) Prepayments. The Note shall be subject to prepayment by the City prior to maturity, as specified in the Note. Each prepayment shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Noteholder not less than twenty (20) days prior to the specified prepayment date.

Section 3.03. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.04. Registration of Transfer; Assignment of Rights of Purchaser. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Purchaser or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred

only in whole and not in part. Notwithstanding anything herein to the contrary, the Note may not be transferred in a denomination less than $100,000 under any circumstances.

In the case of any such registration or transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Purchaser under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Purchaser under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Purchaser. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Purchaser under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Nothing in this Agreement or in the Note shall be construed to prohibit the Purchaser from granting a participation or participations in the Note to any other bank or banks affiliated with the Purchaser or any subsidiary thereof. No such bank shall, however, be a registered holder of the Note or any portion thereof.

Section 3.05. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in whole and not in part and

provided further, that no transfer shall be permitted absent the City's (and the Purchaser's) receipt of a letter in form and substance similar to the one delivered by the Purchaser pursuant to Section 218.385, Florida Statutes, from such proposed transferee. Every prior registered owner of each Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely in the manner and to the extent described in Section 3.01 hereof and that such use is permitted by applicable law.

[Remainder of page intentionally left blank]

Shipment Receipt
Address Information

Ship to:
Debbie Lichty
Bryant Miller Olive
201 N FRANKLIN ST STE 2700

TAMPA, FL
33602-5816
US
813-222-1724

Ship from:
Cheryl White
City of Stuart
121 SW Flagler Ave

Stuart, FL
34994
US
7722885306

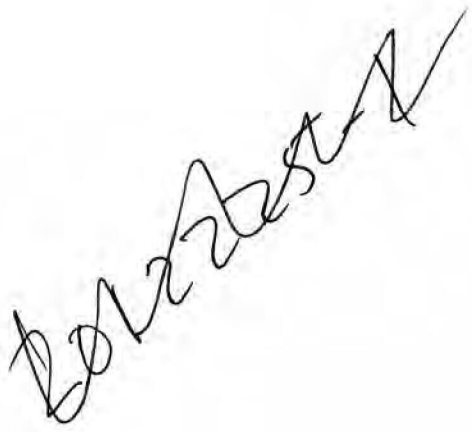
Shipping Information
Tracking number: 797783656945
Ship date: 11/29/2011
Estimated shipping charges: 0.00

Package Information
Service type: First Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1LBS
Declared value: 10.00USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information
Bill transportation to: MyAccount-828
Your reference:
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex *ShipManager at fedex.com.*

Please Note
FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or speical is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items lised in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.



CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM REQUEST

Meeting Date: 11/28/2011 **Prepared by:** Alice Lyons

Ordinance/Resolution No. 118-2011

Title of Item:

Authorization to execute Bond Loan Documents

Summary Explanation/Background Information on Agenda Request:

Resolution 112-2011 awarded RFP-2012-109 for a bank loan for Refunding Revenue Bond to SunTrust Equipment & Finance Leasing Corp. This resolution authorizes the Mayor, City Clerk and City Manager to execute loan documents after approval by City Attorney.

Funding Source:

n/a

Recommended Action:

Authorize the execution of loan documents.

Iverson, Terry
Purchasing Manager

Zaharako, Dorothy
Finance Director

Durham, Michael
City Attorney

Nicoletti, Paul
City Manager

CERTIFICATE AS TO PUBLIC MEETINGS AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

Each of the undersigned members of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of the not to exceed $4,300,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that he or she has no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission;

(2) that he or she does not have or hold any employment or contractual relationship with SunTrust Equipment Finance & Leasing Corp. which is purchasing the Note from the Issuer that could constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 28th day of November, 2011.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 46-2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Maturity Date" shall mean May 15, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" shall mean the State of Florida.

Section 3: *Findings.*

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

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

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

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

Section 4: *Authorization of Takeout Refinancing, the Project, and Bond Anticipation Note.* For the purposes of Section 215.431, Florida Statutes, the Issuer hereby authorizes the issuance in the future of the Takeout Refinancing in a principal amount which is sufficient to refinance the Bond Anticipation Note, further details to be determined pursuant to a resolution to be adopted in the future by the City Commission of the Issuer. Subject and pursuant to the provisions of this Resolution and in anticipation of the closing of the Takeout Refinancing, an obligation of the Issuer to be known as the " Public Utility Special Obligation Bond Anticipation Note, Series 2019," herein defined as the "Bond Anticipation Note," is authorized to be issued in the original principal amount of not to exceed $1,500,000 for the purpose of financing and/or reimbursing a portion of the costs of the Project and paying the costs of issuing the Bond Anticipation Note.

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

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

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

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

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

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

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

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

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

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

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

Section 7: *Execution and Authentication of Bond Anticipation Note.* The Bond Anticipation Note shall be executed in the name of the Issuer by its Mayor and City Manager and attested and countersigned by its City Clerk, subject to the approval of the City Attorney as to form and legality, and the corporate seal of the Issuer or a facsimile thereof shall be affixed

thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Bond Anticipation Note shall cease to be such officer or officers of the Issuer before the Bond Anticipation Note so signed and sealed shall have been actually sold and delivered, such Bond Anticipation Note may nevertheless be sold and delivered as if the persons who signed or sealed such Bond Anticipation Note had not ceased to hold such offices. The Bond Anticipation Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond Anticipation Note shall hold the proper office, although at the date of such execution of the Bond Anticipation Note such person may not have held such office or may not have been so authorized.

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

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

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

Section 10: *Covenant to Budget and Appropriate.* (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Public Utility Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Bond Anticipation Note and all other payments due hereunder not being paid from other amounts no later than 5 days before the date the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such

amounts of Public Utility Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Public Utility Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Public Utility Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Public Utility Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

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

The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Public Utility Non-Ad Valorem Revenues is subject to the availability of Public Utility Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues.

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

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

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

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided.

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

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

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

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

in any manner adverse to the Owner the rights granted to the Owner of the Bond Anticipation Note hereunder.

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

Section 17: *Events of Default; Remedies of Owners of the Bond Anticipation Note.* The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Bond Anticipation Note or other debt payable from any Public Utility Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; or (iv) the Issuer shall fail to comply in any material respect with its obligations under Resolution No. 163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

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

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

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

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

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

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

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

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

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

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

Section 27. *Applicable Provisions of Law; Waiver of Jury Trial.* The Issuer and, by acceptance of the Bond Anticipation Note, the Owner of the Bond Anticipation Note each agree that the Bond Anticipation Note and any matters relating thereto shall be governed by and

construed in accordance with the laws of the State. The Issuer and, by acceptance of the Bond Anticipation Note, the Owner of the Bond Anticipation Note each consent to Florida jurisdiction and agree to waive trial by jury in any action arising under the Bond Anticipation Note or any matters relating thereto.

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

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

[Remainder of page intentionally left blank]

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

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

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

ADOPTED this 13th day of May, 2019.

ATTEST

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

CERTIFICATE AS TO PUBLIC MEETINGS AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

Each of the undersigned members of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of the not to exceed $1,500,000 City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 (the "Bond Anticipation Note"), will have purchased said Bond Anticipation Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that he or she has no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Bond Anticipation Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that he or she does not have or hold any employment or contractual relationship with Seacoast National Bank which is purchasing the Bond Anticipation Note from the Issuer that could constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 15th day of May, 2019.

ATTACHMENT # 3

City of Stuart

MICHAEL J. MORTELL | CITY ATTORNEY
121 SW Flagler Avenue
Stuart, Florida 34994

Telephone: (772) 288-5386
Email: mmortell@ci.stuart.fl.us

November 14, 2019

Shanin T. Speas-Frost, P.E., MBA
Program Administrator
Drinking Water State Revolving Fund Program
Division of Water Restoration Assistance
Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Subject: DW43043 – Floridan Aquifer Test Production Well FA-1

Dear Ms. Speas-Frost:

I am the duly appointed City Attorney for the City of Stuart, Florida (the "City"). The City proposes to borrow $2,340,000.00 from the State Revolving Fund to finance the construction of the Floridan Aquifer Test Production Well FA-1 Project No. DW43043 (the "Loan") at the existing water treatment plant. The Loan will be secured by the net operating revenues of the City's water and sewer system and the pledged revenues are available to pledge. The City has the legal authority to increase rates to ensure repayment of the Loan.

The pledge on net operating revenues, as described above, is subject to a prior lien on the pledged revenues of the following obligations:

1. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, and Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011.

2. Any obligations which refund some or all of the obligations described in 1 above and do not increase the annual debt service payment.

3. Any new money obligations incurred in the future on parity therewith.

Additional obligations secured by net operating revenues on parity with the Loan are:

1. The City of Stuart also has a Clean Water State Revolving Fund Construction Loan Agreement WW430400.

2. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430410.

November 14, 2019

Ms. Shanin T. Speas-Frost, P.E., MBA
DW43043 Floridan Aquifer Test Production Well FA-1

3. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430420.

4. The City of Stuart has a Drinking Water State Revolving Fund Design Loan Agreement DW430430.

If you have any questions or require any additional information, please don't hesitate to contact me at (772) 288-5386.

Very truly yours,

Michael J. Mortell, Esq.
City Attorney for the
City of Stuart, Florida

MJM/rc

ATTACHMENT # 4

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 105-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $2,340,000.00 FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

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

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

WHEREAS, the State Revolving Fund Loan Priority List designates Floridan Aquifer Test Production Well FA-1 Project No. DW43043 (the "Project") as eligible for available funding; and

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

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

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

SECTION 2: A Request For Inclusion Form has been submitted to the Florida Department of Environmental Protection for the $2,304,000.00 loan to finance the Project. (the "Loan")

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

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

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

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

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

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

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

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

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

ADOPTED this 25th day of November, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

ATTACHMENT # 5

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2018

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Assets				
Current assets				
Cash and cash equivalents	$ 2,227,534	$ 453,689	$ 316,045	$ 2,997,268
Investments	11,468,240	2,482,505	221,444	14,172,189
Accounts receivable, net	1,046,009	158,491	61,336	1,265,836
Due from other government	144,874	-	-	144,874
Restricted cash and cash equivalents	174,857	-	-	174,857
Total current assets	15,061,514	3,094,685	598,825	18,755,024
Non Current Assets				
Restricted cash and cash equivalents	181,838	-	-	181,838
Restricted investments	610,016			610,016
Sewer plan receivable	1,911,349	-	-	1,911,349
Advance to other fund	-	1,000,000	-	1,000,000
Capital assets:				
Land	72,260	74,640	6,186,278	6,333,178
Construction In progress	228,191	-	-	228,191
Buildings and improvements	592,670	266,466	-	859,136
Improvements other than buildings	89,165,930	124,517	19,712,042	109,002,489
Equipment	4,158,442	3,104,484	601,723	7,864,649
Infrastructure	143,176	-	242,511	385,687
Less accumulated depreciation	(48,503,356)	(2,107,819)	(9,660,795)	(60,271,970)
Total capital assets	45,857,313	1,462,288	17,081,759	64,401,360
Total noncurrent assets	48,560,516	2,462,288	17,081,759	68,104,563
Total assets	63,622,030	5,556,973	17,680,584	86,859,587
Deferred outflow of resources				
Deferred outflows of resources from losses on refundings	1,030,052	-	-	1,030,052
Related to pension	1,086,741	290,024	53,824	1,430,589
Total deferred outflows of resources	2,116,793	290,024	53,824	2,460,641
Total assets and deferred outflow of resources	**$ 65,738,823**	**$ 5,846,997**	**$ 17,734,408**	**$ 89,320,228**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2018

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Liabilities and Net Position				
Current liabilities and current assets				
Accounts payable	$ 321,182	$ 123,377	$ 17,287	$ 461,846
Accrued liabilities	99,801	31,421	19,818	151,040
Unearned revenue	640,352	-	-	640,352
Compensated absences	231,891	42,897	3,062	277,850
Customer deposits	675,192	447,933	-	1,123,125
Current portion bonds and loans payable	1,219,384	-	52,511	1,271,895
Accrued interest payable	435,403	-	5,565	440,968
Total current liabilities	3,623,205	645,628	98,243	4,367,076
Non-current liabilities:				
Advance from other fund	1,000,000	-	-	1,000,000
Loans payable	6,811,629	-	-	6,811,629
Revenue bonds payable, net	16,389,000	-	481,734	16,870,734
Compensated absences	212,037	39,397	2,800	254,234
Other post employment benefits	365,965	101,817	13,072	480,854
Net pension liability	2,792,901	748,438	136,715	3,678,054
Total noncurrent liabilities	27,571,532	889,652	634,321	29,095,505
Total liabilities	31,194,737	1,535,280	732,564	33,462,581
Deferred inflows of resources				
Related to pensions	424,536	115,855	17,585	557,976
Related to other post employment benefits	27,499	7,650	982	36,131
	452,035	123,505	18,567	594,107
Total liabilities and deferred inflows	31,646,772	1,658,785	751,131	34,056,688
Net Position				
Net investment In capital assets	22,467,352	1,462,288	16,547,514	40,477,154
Restricted for:				
Renewal and replacement	900,000	-	-	900,000
Capital outlay	610,016			610,016
SRF	330,217	-	-	330,217
Impact fee requirements	2,709,326	-	-	2,709,326
Unrestricted	7,075,140	2,725,924	435,763	10,236,827
Total Net Position	34,092,051	4,188,212	16,983,277	55,263,540
Total liabilities, deferred inflows of resources and net position	**$ 65,738,823**	**$ 5,846,997**	**$ 17,734,408**	**$ 89,320,228**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Revenues, Expenses, and changes in Net Position
Proprietary Funds
Year ended September 30, 2018

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating revenues				
Charges for services	$ 11,945,089	$ 4,505,663	$ 758,760	$ 17,209,512
Miscellaneous	185,869	-	-	185,869
Total operating revenues	12,130,958	4,505,663	758,760	17,395,381
Operating expenses				
Personnel expenses	3,424,421	1,120,295	259,465	4,804,181
Operating expenses	2,954,962	2,737,436	252,552	5,944,950
Depreciation	2,842,921	293,345	775,920	3,912,186
Pension liability	259,544	72,128	9,328	341,000
Total operating expenses	9,481,848	4,223,204	1,297,265	15,002,317
Operating income (loss)	2,649,110	282,459	(538,505)	2,393,064
Non-operating revenues (expenses)				
Interest income	44,073	2,949	754	47,776
Interest expense	(992,098)	-	(13,987)	(1,006,085)
Loss on sale of capital assets	(19,851)	-	-	(19,851)
Other non-operating revenues (expenses)	(182,440)	-	-	(182,440)
Total non-operating revenues (expenses)	(1,150,316)	2,949	(13,233)	(1,160,600)
Income (loss) before contributions and transfers	1,498,794	285,408	(551,738)	1,232,464
Capital contributions	284,972	-	-	284,972
Transfers in	-	-	2,299	2,299
Transfers out	(684,700)	(248,000)	(45,000)	(977,700)
Change in net position	1,099,066	37,408	(594,439)	542,035
Net position - beginning	33,359,698	4,252,822	17,590,813	55,203,333
Restatement (Note 15)	(366,713)	(102,018)	(13,097)	(481,828)
Net position - beginning as restated	32,992,985	4,150,804	17,577,716	54,721,505
Total Net position - ending	$ 34,092,051	$ 4,188,212	$ 16,983,277	$ 55,263,540

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Cash Flows
Proprietary Funds
Year ended September 30, 2018

	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating activities				
Cash received from customers	$ 12,429,058	$ 4,495,218	$ 775,455	$ 17,699,731
Cash payments to suppliers for goods and services	(1,540,772)	(2,776,536)	(128,531)	(4,445,839)
Cash payments to employees for services	(3,315,397)	(1,102,381)	(252,252)	(4,670,030)
Net cash provided by operating activities	7,572,889	616,301	394,672	8,583,862
Noncapital financing activities				
Transfers out to other funds	(684,700)	(248,000)	(45,000)	(977,700)
Net cash used in noncapital financing activities	(684,700)	(248,000)	(45,000)	(977,700)
Capital and related financing activities				
Acquisition and construction of capital assets	(1,562,576)	(265,942)	(45,215)	(1,873,733)
Proceeds from State Revolving Fund Loan	61,723	-	-	61,723
Capital contributions and grants	284,972	-	-	284,972
Principal paid on State Revolving Fund Loan	(273,071)	-	-	(273,071)
Principal paid on revenue bonds and notes	(823,000)	-	(54,794)	(877,794)
Interest expense and fiscal agent fees	(992,098)	-	(13,987)	(1,006,085)
Net cash used in capital and related financing activities	(3,304,050)	(265,942)	(113,996)	(3,683,988)
Investing activities				
Interest income	44,073	2,949	754	47,776
Purchase of investments	(2,756,874)	(2,949)	(3,807)	(2,763,630)
Net cash provided by (used in) investing activities	(2,712,801)	-	(3,053)	(2,715,854)
Net change in cash and cash equivalents	871,338	102,359	232,623	1,206,320
Cash and cash equivalents				
Beginning of year	1,712,891	351,330	83,422	2,147,643
End of year	2,584,229	453,689	316,045	3,353,963
Cash and cash equivalents classified as:				
Unrestricted assets	2,227,534	453,689	316,045	2,997,268
Restricted assets	356,695	-	-	356,695
	$ 2,584,229	$ 453,689	$ 316,045	$ 3,353,963
Reconciliation of operating income (loss) to net cash from operating activities				
Operating income (loss)	2,649,110	282,459	(538,505)	2,393,064
(Increase) Decrease in assets and deferred outflows and Increase (Decrease) in liabilities and deferred inflows:				
Adjustments not affecting cash:				
Depreciation	2,842,921	293,345	775,920	3,912,186
Pension liability adjustment	(86,653)	(24,088)	(3,108)	(113,849)
Deferred outflows	249,151	35,694	(4,614)	280,231
Deferred inflows	245,262	68,172	8,804	322,238
Changes in assets and liabilities:				
Accounts receivable	29,802	(46,186)	(4,631)	(21,015)
Due from other governments	1,442,877	-	143,715	1,586,592
Accounts payable	(295,859)	(42,133)	(860)	(338,852)
Unearned revenue	177,119	-	-	177,119
Compensated absences	(4,994)	(3,755)	(10,090)	(18,839)
Other assets and liabilities	324,153	52,793	28,041	404,987
Total adjustments	4,923,779	333,842	933,177	6,190,798
Net cash provided by operating activities	$ 7,572,889	$ 616,301	$ 394,672	$ 8,583,862

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2017

	Business-type Activities - Enterprise Funds			
	Water and Sewer	**Sanitation**	**Stormwater**	**Total Enterprise**
Assets				
Current assets				
Cash and cash equivalents	$ 186,662	$ 351,330	$ 83,422	$ 621,414
Investments	9,046,766	2,479,556	218,391	11,744,713
Accounts receivable, net	2,987,159	112,304	56,706	3,156,169
Due from other government	1,587,751	-	143,715	1,731,466
Restricted cash and cash equivalents	1,344,391	-	-	1,344,391
Total current assets	15,152,729	2,943,190	502,234	18,598,153
Non Current Assets				
Restricted cash and cash equivalents	181,838	-	-	181,838
Advance to other fund	-	1,000,000	-	1,000,000
Capital Assets:				
Land	72,260	74,640	6,186,278	6,333,178
Construction In Progress	835,798	-	675	836,473
Buildings and improvements	592,670	266,466	-	859,136
Improvements other than buildings	87,804,324	124,517	19,686,316	107,615,157
Equipment	3,998,242	2,856,081	583,546	7,437,869
Infrastructure	143,176	-	242,511	385,687
Less Accumulated Depreciation	(45,681,363)	(1,832,013)	(8,886,189)	(56,399,565)
Total Capital Assets	47,765,107	1,489,691	17,813,137	67,067,935
Total Noncurrent Assets	47,946,945	2,489,691	17,813,137	68,249,773
Total Assets	63,099,674	5,432,881	18,315,371	86,847,926
Deferred outflow of resources				
Deferred outflows of resources from losses on refundings	1,150,768	-	-	1,150,768
Related to pension	1,215,176	325,718	58,438	1,599,332
Total deferred outflows of resources	2,365,944	325,718	58,438	2,750,100
Total assets and deferred outflow of resources	**$ 65,465,618**	**$ 5,758,599**	**$ 18,373,809**	**$ 89,598,026**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2017

	Business-type Activities - Enterprise Funds			
	Water and Sewer	**Sanitation**	**Stormwater**	**Total Enterprise**
Liabilities and Net Position				
Current liabilities and current assets				
Accounts Payable	$ 617,042	$ 165,510	$ 18,146	$ 800,698
Accrued Liabilities	51,784	15,070	4,257	71,111
Unearned Revenue	463,233	-	-	463,233
Compensated Absences	178,179	34,153	6,331	218,663
Customer Deposits	625,969	411,288	-	1,037,257
Current portion bonds and loans payable	1,211,724	-	54,794	1,266,518
Accrued interest payable	358,282	-	6,016	364,298
Total current liabilities	3,506,213	626,021	89,544	4,221,778
Non-Current Liabilities:				
Advance from other fund	1,000,000	-	-	1,000,000
Loans payable	7,006,637	-	-	7,006,637
Revenue bonds payable, net	17,236,000	-	534,245	17,770,245
Compensated absences	270,743	51,897	9,621	332,261
Net pension liability	2,879,554	772,526	139,823	3,791,903
Total noncurrent liabilities	28,392,934	824,423	683,689	29,901,046
Total Liabilities	31,899,147	1,450,444	773,233	34,122,824
Deferred inflows of resources				
Related to pensions	206,773	55,333	9,763	271,869
Total liabilities and deferred inflows	32,105,920	1,505,777	782,996	34,394,693
Net Position				
Net Investment In Capital Assets	23,461,514	1,489,691	17,224,098	42,175,303
Restricted for:				
Renewal and replacement	900,000	-	-	900,000
SRF	330,217	-	-	330,217
Impact fee requirements	2,315,293	-	-	2,315,293
Unrestricted	6,352,674	2,763,131	366,715	9,482,520
Total Net Position	33,359,698	4,252,822	17,590,813	55,203,333
Total liabilities, deferred inflows of resources and net position	**$ 65,465,618**	**$ 5,758,599**	**$ 18,373,809**	**$ 89,598,026**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Revenues, Expenses, and changes in Net Position
Proprietary Funds
Year ended September 30, 2017

	Business-type Activities - Enterprise Funds			
	Water and Sewer	**Sanitation**	**Stormwater**	**Total Enterprise**
Operating revenues				
Charges for services	$ 10,988,040	$ 4,044,980	$ 707,603	$ 15,740,623
Miscellaneous	12,363	-	-	12,363
Total operating revenues	11,000,403	4,044,980	707,603	15,752,986
Operating expenses				
Personnel expenses	3,425,640	978,791	271,401	4,675,832
Operating expenses	3,023,176	2,566,066	203,639	5,792,881
Depreciation	2,604,847	284,538	733,248	3,622,633
Pension liability	278,405	74,180	12,753	365,338
Total operating expenses	9,332,068	3,903,575	1,221,041	14,456,684
Operating income (loss)	1,668,335	141,405	(513,438)	1,296,302
Non-operating revenues (expenses)				
Interest income	78,829	15,909	1,097	95,835
Interest expense	(858,424)	-	(15,188)	(873,612)
Sale of capital assets	7,050	67,500	1,200	75,750
Other non-operating revenues (expenses)	(5,515)	(5,539)	(6)	(11,060)
Total non-operating revenues (expenses)	(778,060)	77,870	(12,897)	(713,087)
Income (loss) before contributions and transfers	890,275	219,275	(526,335)	583,215
Capital contributions	851,810	-	143,715	995,525
Transfers in	-	-	97,539	97,539
Transfers out	(639,168)	(227,656)	(45,000)	(911,824)
Change in net position	1,102,917	(8,381)	(330,081)	764,455
Net position - beginning	32,256,781	4,261,203	17,920,894	54,438,878
Total Net position - ending	$ 33,359,698	$ 4,252,822	$ 17,590,813	$ 55,203,333

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Cash Flows
Proprietary Funds
Year ended September 30, 2017

	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating activities				
Cash received from customers	$ 11,731,413	$ 4,236,756	$ 797,741	$ 16,765,910
Cash payments to suppliers for goods and services	(2,298,633)	(2,929,329)	(368,477)	(5,596,439)
Cash payments to employees for services	(3,369,704)	(955,564)	(262,493)	(4,587,761)
Net cash provided by operating activities	6,063,076	351,863	166,771	6,581,710
Noncapital financing activities				
Transfers out to other funds	(639,168)	(227,655)	(45,000)	(911,823)
Net cash used in noncapital financing activities	(639,168)	(227,655)	(45,000)	(911,823)
Capital and related financing activities				
Acquisition and construction of capital assets	(2,093,775)	(95,248)	(806,313)	(2,995,336)
Principal paid on State Revolving Fund Loan	(126,384)	-	-	(126,384)
Proceeds from State Revolving Fund Loan	1,478,733	-	-	1,478,733
Capital contributions and grants	742,748	-	143,715	886,463
Proceeds from special assessment fees	109,062	-	-	109,062
Principal paid on revenue bonds and notes	(843,511)	-	(52,511)	(896,022)
Interest expense and fiscal agent fees	(858,424)	-	(15,188)	(873,612)
Net cash used in capital and related financing activities	(1,591,551)	(95,248)	(730,297)	(2,417,096)
Investing activities				
Interest income	78,829	15,909	1,097	95,835
Sale of investments	-	-	602,388	602,388
Purchase of investments	(3,579,974)	(782,143)	-	(4,362,117)
Net cash provided by (used in) investing activities	(3,501,145)	(766,234)	603,485	(3,663,894)
Net change in cash and cash equivalents	331,212	(737,274)	(5,041)	(411,103)
Cash and cash equivalents				
Beginning of year	1,381,679	1,088,604	88,463	2,558,746
End of year	1,712,891	351,330	83,422	2,147,643
Cash and cash equivalents classified as:				
Unrestricted assets	186,662	351,330	83,422	621,414
Restricted assets	1,526,229	-	-	1,526,229
	$ 1,712,891	$ 351,330	$ 83,422	$ 2,147,643
Reconciliation of operating income (loss) to net cash from operating activities				
Operating income (loss)	1,668,335	141,405	(513,438)	1,296,302
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation	2,604,847	284,538	733,248	3,622,633
Nonoperating revenues (expenses)	(5,515)	(5,539)	(6)	(11,060)
Pension liability adjustment	278,405	74,180	12,753	365,338
Change in assets and liabilities:				
Accounts receivable	1,718,921	(186,534)	(66,301)	1,466,086
Accounts payable	(298,379)	30,317	673	(267,389)
Accrued liabilities	(31,625)	(1,350)	-	(32,975)
Unearned revenue	130,236	-	-	130,236
Customer deposits	21,785	19,911	-	41,696
Compensated absences	(23,934)	(5,065)	(158)	(29,157)
Total adjustments	4,394,741	210,458	680,209	5,285,408
Net cash provided by operating activities	$ 6,063,076	$ 351,863	$ 166,771	$ 6,581,710

The notes to the financial statements are an integral part of these statements.

ATTACHMENT # 6

Attachment 6
City of Stuart
Updated Water and Wastewater Financial Forecast

List of Tables

No.	Description
1	Summary of Sewer Expansion Program Assumptions
2	Projected New Customer Growth and Availability Fees
3	Projected Rate Revenues at Existing FY19 and FY20 Rates
4	Projected Other Operating Revenues
5	Projected Other Revenues and Transfers
6	Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems
7	Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems
8	Projected Water Operating Expenses
9	Projected Wastewater Operating Expenses
10	Summary of Projected Expense Escalation Factors
11	Five Year Estimated Capital Funding Program
12	Existing and Projected Debt Service Allocation
13	Projected Transfer to Renewal and Replacement Fund
14	Projected Intragovernmental Transfer
15	Combined Revenue Requirements
16	Projected Water Revenue Requirements
17	Projected Wastewater Revenue Requirements
18	Projected Available Fund Balances and Interest Earnings
19	Projected Debt Service Coverage

Table 1
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Sewer Expansion Program Assumptions

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	DEVELOPMENT OF CHARGES						
	Proposed Charges						
1	Collection System Cost per ERC	$6,908	$6,908	$6,908	$6,908	$6,908	$6,908
2	Sewer Availability Fee per ERC	$2,092	$2,092	$2,092	$2,092	$2,092	$2,092
3	Total Charges per ERC	$9,000	$9,000	$9,000	$9,000	$9,000	$9,000
	Sewer Expansion Fees Terms:						
4	Period (Years)	10	10	10	10	10	10
5	Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Projected Annual Sewer Expansion Fees						
6	Collection System Cost per ERC	$691	$691	$691	$691	$691	$691
7	Sewer Availability Fee per ERC	$209	$209	$209	$209	$209	$209
8	Total Charges per ERC	$900	$900	$900	$900	$900	$900
9	Discount for Connection within 12 Months	22.22%	22.22%	22.22%	22.22%	22.22%	22.22%
	Projected Annual Sewer Expansion Fees (Discounted)						
10	Collection System Cost per ERC	$491	$491	$491	$491	$491	$491
11	Sewer Availability Fee per ERC	$209	$209	$209	$209	$209	$209
12	Total Charges per ERC	$700	$700	$700	$700	$700	$700
	Projected Upfront Payment						
13	Collection System Cost per ERC	$3,908	$3,908	$3,908	$3,908	$3,908	$3,908
14	Sewer Availability Fee per ERC	$2,092	$2,092	$2,092	$2,092	$2,092	$2,092
15	Total Charges per ERC	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000

Table 1
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Sewer Expansion Program Assumptions

Line No.	Description	Short-term Life Cycle Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Unconnected
	CUSTOMER PROFILE						
	Customer Connection Profile						
16	Connections	12.50%	6.94%	6.94%	6.94%	6.94%	25.00%
	Payment Profile	Percent	Percent	Percent	Percent	Percent	Weighted
17	Upfront Payment	6.25%	0.00%	0.00%	0.00%	0.00%	15.52%
18	Annual Sewer Expansion Fees (Discounted)	6.25%	0.00%	0.00%	0.00%	0.00%	15.52%
19	Annual Sewer Expansion Fees (At Cost)	0.00%	6.94%	6.94%	6.94%	6.94%	68.97%

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	CUSTOMER CONNECTIONS						
20	Customer Connections - Available						
21	St. Lucie Basin		0				
22	Dolphin Basin		156				
23	Poppleton Basin		94				
24	Palm Beach Basin		53				
25	East Stuart Basin		10				
26	Channel Ave. Basin		18				
27	Existing Basin Expansion	125	125	125	125	125	125
28	Future Basin Expansion						
29	Future Basin Expansion						
30	Total Connections - Available	125	456	125	125	125	125
20	Customer Connections - Each Year						
21	St. Lucie Basin		0	0	0	0	0
22	Dolphin Basin		20	11	11	11	11
23	Poppleton Basin		12	7	7	7	7
24	Palm Beach Basin		7	4	4	4	4
25	East Stuart Basin		1	1	1	1	1
26	Channel Ave. Basin		2	1	1	1	1
27	Existing Basin Expansion	125	125	125	125	125	125
28	Future Basin Expansion						
29	Future Basin Expansion						
31	Total Connections - Each Year	125	166	148	148	148	148
20	Customer Connections - Cumulative						
21	St. Lucie Basin	0	0	0	0	0	0
22	Dolphin Basin	0	20	30	41	52	63
23	Poppleton Basin	0	12	18	25	31	38
24	Palm Beach Basin	0	7	10	14	18	21
25	East Stuart Basin	0	1	2	3	3	4
26	Channel Ave. Basin	0	2	4	5	6	7
27	Existing Basin Expansion	125	250	375	500	625	750
28	Future Basin Expansion	0	0	0	0	0	0
29	Future Basin Expansion	0	0	0	0	0	0
32	Total Connections - Cumulative	125	291	439	587	735	883

Table 1
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Sewer Expansion Program Assumptions

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	DEVELOPMENT OF SEF REVENUES						
	Projected Upfront Payments						
33	Collection System Cost	$0	$0	$44,915	$0	$0	$0
34	Sewer Availability Fee	$0	$0	$24,043	$0	$0	$0
35	Total Charges	$0	$0	$68,958	$0	$0	$0
	Projected Annual Sewer Expansion Fees (Discounted)						
36	Collection System Cost	$0	$0	$5,641	$5,641	$5,641	$5,641
37	Sewer Availability Fee	$0	$0	$2,404	$2,404	$2,404	$2,404
38	Total Charges	$0	$0	$8,045	$8,045	$8,045	$8,045
	Projected Annual Sewer Expansion Fees (At Cost)						
39	Collection System Cost	$86,350	$172,700	$259,050	$361,279	$463,508	$565,736
40	Sewer Availability Fee	$26,150	$52,300	$78,450	$109,408.69	$140,367	$171,326
41	Total Charges	$112,500	$225,000	$337,500	$470,688	$603,875	$737,063
	Projected Annual Sewer Expansion Fees (At Cost) - Existing Installments						
42	Collection System Cost	$366,508	$276,320	$191,889	$191,889	$191,889	$191,889
43	Sewer Availability Fee	$110,992	$83,680	$58,111	$58,111	$58,111	$58,111
44	Total Charges	$477,500	$360,000	$250,000	$250,000	$250,000	$250,000
	TOTAL SEF REVENUES						
45	Total Operating Sewer Expansion Fees Revenues	$452,858	$449,020	$501,495	$558,808	$661,037	$763,266
46	Total Sewer Availability Charges	$137,142	$135,980	$163,009	$169,924	$200,883	$231,842
47	Total Charges	$590,000	$585,000	$664,503	$728,733	$861,920	$995,108

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Capital Projects - City Costs (Net of Grant Revenues) - See CIP						
48	Sewer Expansion - Incremental Grinder Systems	500,000	831,875	739,931	739,931	739,931	739,931

Table 2
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected New Customer Growth and Availability Fees

Line No.	Description		Projected Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	WATER SYSTEM							
	Impact Fee Schedule							
1	Impact Fee Per ERC		$1,933	$1,933	$1,933	$1,933	$1,933	$1,933
2	Projected New ERC's	Yes	50.0	50.0	50.0	50.0	50.0	50.0
3	Total Water Impact Fee Revenue		$96,650	$96,650	$96,650	$96,650	$96,650	$96,650
4	Percent Prepaid		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
5	Water Impact Fee Revenue Recognized for Forecast		$96,650	$96,650	$96,650	$96,650	$96,650	$96,650
	WASTEWATER SYSTEM							
	Impact Fee Schedule							
6	Impact Fee Per ERC		$2,092	$2,092	$2,092	$2,092	$2,092	$2,092
7	Projected New ERC's	Yes	50.0	50.0	50.0	50.0	50.0	50.0
8	Total Wastewater Impact Fee Revenue		$104,600	$104,600	$104,600	$104,600	$104,600	$104,600
9	Percent Prepaid		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10	Wastewater Impact Fee Revenue Recognized for Forecast		$104,600	$104,600	$104,600	$104,600	$104,600	$104,600

Table 2
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected New Customer Growth and Availability Fees

Footnotes:
[1] Projected new development based upon information provided by staff as follows:

Planned Construction Projects:	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
Incremental Customer Growth						
Number of Homes	50.0	50.0	50.0	50.0	50.0	50.0
Water Gallons per Day per Unit	250	250	250	250	250	250
Wastewater Gallons per Day per Unit	200	200	200	200	200	200
Projected Water ERCs	50.0	50.0	50.0	50.0	50.0	50.0
Projected Wastewater ERCs	50.0	50.0	50.0	50.0	50.0	50.0
Wastewater Expansion Project						
Number of Homes	125.0	166.4	148.0	148.0	148.0	148.0
Water Gallons per Day per Unit	0	0	0	0	0	0
Wastewater Gallons per Day per Unit	200	200	200	200	200	200
Projected Water ERCs	0.0	0.0	0.0	0.0	0.0	0.0
Projected Wastewater ERCs	125.0	166.4	148.0	148.0	148.0	148.0
Total Projected Customer Growth						
Projected Water and Wastewater Accounts	50.0	50.0	50.0	50.0	50.0	50.0
Projected Water ERCs	50.0	50.0	50.0	50.0	50.0	50.0
Projected Wastewater ERCs	175.0	216.4	198.0	198.0	198.0	198.0

Table 2
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected New Customer Growth and Availability Fees

Footnote 1 Continued.

Projected Billing Determinants:		Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
Average Account Growth:							
Water System		4,452	4,502	4,552	4,602	4,652	4,702
	Yes	50.0	50.0	50.0	50.0	50.0	50.0
		4,502	4,552	4,602	4,652	4,702	4,752
		1.12%	1.11%	1.10%	1.09%	1.07%	1.06%
Wastewater System		2,595	2,770	2,986	3,184	3,382	3,580
	Yes	175.0	216.4	198.0	198.0	198.0	198.0
		2,770	2,986	3,184	3,382	3,580	3,778
		6.74%	7.81%	6.63%	6.22%	5.85%	5.53%
Average Sales Growth:							
Water System		1,136,000	1,138,400	1,140,800	1,143,200	1,145,600	1,148,000
	Yes	2,400	2,400	2,400	2,400	2,400	2,400
		1,138,400	1,140,800	1,143,200	1,145,600	1,148,000	1,150,400
		0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
Wastewater System		566,000	574,400	584,786	594,290	603,793	613,297
	Yes	8,400	10,386	9,504	9,504	9,504	9,504
		574,400	584,786	594,290	603,793	613,297	622,800
		1.48%	1.81%	1.63%	1.60%	1.57%	1.55%

Table 3
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Rate Revenues at Existing FY19 and FY20 Rates

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	WATER SYSTEM						
1	Existing Revenues (Budgeted) [1]	$6,088,191	$6,514,364	$6,514,364	$6,514,364	$6,514,364	$6,514,364
2	Additional Revenues from Growth (Cumulative) [2]	16,974	36,300	54,450	72,600	90,750	108,900
3	Budget to Actual Revenue Adjustment (if any) [3]	(16,974)	(36,300)	(36,300)	(36,300)	(36,300)	(36,300)
4	Total Water Revenues	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
5	**WASTEWATER SYSTEM**						
6	Existing Revenues (Budgeted) [1]	$5,436,712	$5,681,364	$5,681,364	$5,681,364	$5,681,364	$5,681,364
7	Additional Revenues from Growth (Cumulative) [2]	73,857	170,109	256,164	342,218	428,273	514,327
8	Budget to Actual Revenue Adjustment (if any) [3]	(73,857)	(170,109)	(170,109)	(170,109)	(170,109)	(170,109)
9	Total Wastewater Revenues	$5,436,712	$5,681,364	$5,767,419	$5,853,473	$5,939,528	$6,025,582
10	**TOTAL RATE REVENUES**	$11,524,903	$12,195,728	$12,299,933	$12,404,137	$12,508,342	$12,612,546

Table 3
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Rate Revenues at Existing FY19 and FY20 Rates

Footnotes:

[1] Amounts based on budget, but actual results could be higher based on the actual results for Fiscal Year 2018 and the adopted rate increrases for FY19 and FY20.

[2] Projected new development derived from Table 2 based upon information provided by staff as follows:

	Projected Fiscal Year Ending September 30,					
Description	2019	2020	2021	2022	2023	2024
Water System						
Cumulative Growth in Customer Accounts	50	100	150	200	250	300
Existing Monthly Base Fee & Customer Charge	$16.01	$17.13	$17.13	$17.13	$17.13	$17.13
Projected Revenues from Base Facility Charges	$9,606	$20,556	$30,834	$41,112	$51,390	$61,668
Cumulative Growth in Sales (kgals)	2,400	4,800	7,200	9,600	12,000	14,400
Existing Volume Charge (per kgal)	$3.07	$3.28	$3.28	$3.28	$3.28	$3.28
Projected Revenues from Base Facility Charges	$7,368	$15,744	$23,616	$31,488	$39,360	$47,232
Total Incremental Revenues from Customer Growth	$16,974	$36,300	$54,450	$72,600	$90,750	$108,900
Wastewater System						
Cumulative Growth in Customer Accounts	175	391	589	787	985	1,183
Existing Monthly Base Fee & Customer Charge	$8.17	$8.42	$8.42	$8.42	$8.42	$8.42
Projected Revenues from Base Facility Charges	$17,157	$39,545	$59,550	$79,555	$99,560	$119,565
Cumulative Growth in Sales (kgals)	8,400	18,786	28,290	37,793	47,297	56,800
Existing Volume Charge (per kgal)	$6.75	$6.95	$6.95	$6.95	$6.95	$6.95
Projected Revenues from Base Facility Charges	$56,700	$130,564	$196,614	$262,663	$328,713	$394,762
Total Incremental Revenues from Customer Growth	$73,857	$170,109	$256,164	$342,218	$428,273	$514,327

[3] Budget amounts for FY19 and FY20 include estimates for customer growth.

Table 4
City of Stuart
Updated Water and Wastewater Financial Forecast

Allocation of Other Operating Revenues to Individual Systems

Line No.	Description	Budget [1] 2019	Adjustments	Adjusted 2019	Budget [1] 2020	Adjustments	Adjusted 2020	Basis	Allocation Percentages Water System	Allocation Percentages Wastewater System
	Other Operating Revenues									
1	Miscellaneous Fees / Inspections	$10,000	$0	$10,000	$10,000	$0	$10,000	Input	100.00%	0.00%
2	Delinquent Water Fees	8,000	0	8,000	8,000	0	8,000	Input	100.00%	0.00%
3	Delinquent Sewer Fees	6,000	0	6,000	6,000	0	6,000	Input	0.00%	100.00%
4	Utility Service Charges	55,000	0	55,000	55,000	0	55,000	Equal	50.00%	50.00%
5	Sewer Payment Plans [2]	450,000	(450,000)	0	585,000	(585,000)	0	Direct-S	0.00%	100.00%
6	Reclaimed Water Revenue	125,000	0	125,000	143,750	8,625	152,375	Direct-S	0.00%	100.00%
7	Recovered Bad Debt	0	0	0	0	0	0	Equal	50.00%	50.00%
8	Other Miscellaneous Revenues	0	0	0	0	0	0	Equal	50.00%	50.00%
9	Totals	$654,000	($450,000)	$204,000	$807,750	($576,375)	$231,375			

Footnotes:
[1] Based on budgeted figures as provided by the City.
[2] Amount excluded from operating revenues but included as a cash source for sewer expansion in Table 18.

Table 4
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Other Operating Revenues

Line No.	Description	Budgeted 2019	Budgeted 2020	Escalation Reference	Fiscal Year Ending September 30, 2021	2022	2023	2024
	Water System							
	Other Operating Revenues							
1	Miscellaneous Fees / Inspections	$10,000	$10,000	Constant	$10,000	$10,000	$10,000	$10,000
2	Delinquent Water Fees	8,000	8,000	Constant	8,000	8,000	8,000	8,000
3	Delinquent Sewer Fees	0	0	Constant	0	0	0	0
4	Utility Service Charges	27,500	27,500	Constant	27,500	27,500	27,500	27,500
5	Sewer Payment Plans [2]	0	0	Constant	0	0	0	0
6	Reclaimed Water Revenue	0	0	Constant	0	0	0	0
7	Recovered Bad Debt	0	0	Eliminate	0	0	0	0
8	Other Miscellaneous Revenues	0	0	Constant	0	0	0	0
9	Totals	$45,500	$45,500		$45,500	$45,500	$45,500	$45,500
	Wastewater System							
	Other Operating Revenues							
10	Miscellaneous Fees / Inspections	$0	$0	Constant	$0	$0	$0	$0
11	Delinquent Water Fees	0	0	Constant	0	0	0	0
12	Delinquent Sewer Fees	6,000	6,000	Constant	6,000	6,000	6,000	6,000
13	Utility Service Charges	27,500	27,500	Constant	27,500	27,500	27,500	27,500
14	Sewer Payment Plans [2]	0	0	Constant	0	0	0	0
15	Reclaimed Water Revenue	125,000	152,375	Calculated	152,375	152,375	152,375	152,375
16	Recovered Bad Debt	0	0	Eliminate	0	0	0	0
17	Other Miscellaneous Revenues	0	0	Constant	0	0	0	0
18	Totals	$158,500	$185,875		$185,875	$185,875	$185,875	$185,875

Table 5
City of Stuart
Updated Water and Wastewater Financial Forecast

Allocation of Other Revenues and Transfers to Individual Systems

Line No.	Description	Budget [1] 2019	Adjustments	Adjusted 2019	Budget [1] 2020	Adjustments	Adjusted 2020	Basis	Allocation Percentages Water System	Allocation Percentages Wastewater System
	Other Operating Revenues									
1	Special Assessments	$0	$0	$0	$0	$0	$0	Direct-W	100.00%	0.00%
2	Donations from Public	16,000	0	16,000	5,000	0	5,000	Equal	50.00%	50.00%
3	Disposition of Assets / Sale of Scrap	50,500	0	50,500	40,000	0	40,000	Equal	50.00%	50.00%
4	Transfer from Other City Funds	0	0	0	0	0	0	Equal	50.00%	50.00%
5	Totals	$66,500	$0	$66,500	$45,000	$0	$45,000			

Footnotes:
[1] Based on budgeted figures as provided by the City.

Table 5
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Other Revenues and Transfers

Line No.	Description	Budgeted 2019	Budgeted 2020	Escalation Reference	Fiscal Year Ending September 30, 2021	2022	2023	2024
	Water System							
	Other Operating Revenues							
1	Special Assessments	$0	$0	Constant	$0	$0	$0	$0
2	Donations from Public	8,000	2,500	Constant	2,500	2,500	2,500	2,500
3	Disposition of Assets / Sale of Scrap	25,250	20,000	Eliminate	0	0	0	0
4	Transfer from Other City Funds	0	0	Constant	0	0	0	0
5	Totals	$33,250	$22,500		$2,500	$2,500	$2,500	$2,500
	Wastewater System							
	Other Operating Revenues							
6	Special Assessments	$0	$0	Constant	$0	$0	$0	$0
7	Donations from Public	8,000	2,500	Constant	2,500	2,500	2,500	2,500
8	Disposition of Assets / Sale of Scrap	25,250	20,000	Eliminate	0	0	0	0
9	Transfer from Other City Funds	0	0	Constant	0	0	0	0
10	Totals	$33,250	$22,500		$2,500	$2,500	$2,500	$2,500

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Water Plant (1610)									
	Personnel Costs									
1	Salaries - Regular	512	$489,283	$0	$489,283	Direct-W	100.0%	0.0%	$489,283	$0
2	Salaries - Overtime	514	24,800	0	24,800	Direct-W	100.0%	0.0%	24,800	0
3	Salaries - Part-time		0	0	0	Direct-W	100.0%	0.0%	0	0
4	Salaries - Longevity		0	0	0	Direct-W	100.0%	0.0%	0	0
5	Salaries - Special Pay	515	4,200	0	4,200	Direct-W	100.0%	0.0%	4,200	0
6	FICA Taxes	521	39,649	0	39,649	Direct-W	100.0%	0.0%	39,649	0
7	Retirement Contribution	522	39,091	0	39,091	Direct-W	100.0%	0.0%	39,091	0
8	Insurance - Life & Health	523	105,282	0	105,282	Direct-W	100.0%	0.0%	105,282	0
9	Workers Compensation	524	16,734	0	16,734	Direct-W	100.0%	0.0%	16,734	0
10	Unemployment Compensation		0	0	0	Direct-W	100.0%	0.0%	0	0
11	Total Personnel Costs		$719,039	$0	$719,039				$719,039	$0
	Operating Services									
12	Professional Services	531	$53,000	$51,964	$104,964	Direct-W	100.0%	0.0%	$104,964	$0
13	Other Contractual Services	534	207,950	73,379	281,329	Direct-W	100.0%	0.0%	281,329	0
14	Travel and Per Diem	540	1,650	0	1,650	Direct-W	100.0%	0.0%	1,650	0
15	Communications / Freight	541&542	4,800	0	4,800	Direct-W	100.0%	0.0%	4,800	0
16	Utility Services	543	242,415	0	242,415	Direct-W	100.0%	0.0%	242,415	0
17	Rentals and Leases	544	30,064	0	30,064	Direct-W	100.0%	0.0%	30,064	0
18	Insurance	545	18,552	0	18,552	Direct-W	100.0%	0.0%	18,552	0
19	Repair and Maintenance	546	398,500	35,937	434,437	Direct-W	100.0%	0.0%	434,437	0
20	Printing and Binding	547	6,700	(6,700)	0	Direct-W	100.0%	0.0%	0	0
21	Other Current Charges	549	29,700	13,900	43,600	Direct-W	100.0%	0.0%	43,600	0
22	Vehicle Leases	550	0	0	0	Direct-W	100.0%	0.0%	0	0
23	Office Supplies	551	1,535	(1,535)	0	Direct-W	100.0%	0.0%	0	0
24	Operating Supplies	552	334,787	8,235	343,022	Direct-W	100.0%	0.0%	343,022	0
25	Publications / Memberships / Training	554&555	6,320	0	6,320	Direct-W	100.0%	0.0%	6,320	0
26	Promotional Activities	548	13,900	(13,900)	0	Direct-W	100.0%	0.0%	0	0
27	Total Operating Services		$1,349,873	$161,280	$1,511,153				$1,511,153	$0
	Capital Outlay									
28	Buildings	562	$70,000	($70,000) [3]	$0	Direct-W	100.0%	0.0%	$0	$0
29	Infrastructure	563	2,482,375	(2,482,375) [3]	0	Direct-W	100.0%	0.0%	0	0
30	Machinery & Equipment	564	56,000	(56,000) [3]	0	Direct-W	100.0%	0.0%	0	0
31	Total Capital Outlay		$2,608,375	($2,608,375)	$0				$0	$0
32	**Total Water Plant**		$4,677,287	($2,447,095)	$2,230,192				$2,230,192	$0

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Wastewater Plant (1620)									
	Personnel Costs									
33	Salaries - Regular	512	$507,457	$0	$507,457	Direct-S	0.0%	100.0%	$0	$507,457
34	Salaries - Overtime	514	52,000	0	52,000	Direct-S	0.0%	100.0%	0	52,000
35	Salaries - Part-time		0	0	0	Direct-S	0.0%	100.0%	0	0
36	Salaries - Longevity		0	0	0	Direct-S	0.0%	100.0%	0	0
37	Salaries - Special Pay	515	4,560	0	4,560	Direct-S	0.0%	100.0%	0	4,560
38	FICA Taxes	521	43,147	0	43,147	Direct-S	0.0%	100.0%	0	43,147
39	Retirement Contribution	522	46,335	0	46,335	Direct-S	0.0%	100.0%	0	46,335
40	Insurance - Life & Health	523	136,998	0	136,998	Direct-S	0.0%	100.0%	0	136,998
41	Workers Compensation	524	14,406	0	14,406	Direct-S	0.0%	100.0%	0	14,406
42	Unemployment Compensation		0	0	0	Direct-S	0.0%	100.0%	0	0
43	Total Personnel Costs		$804,903	$0	$804,903				$0	$804,903
	Operating Services									
44	Professional Services	531	$35,000	($13,682)	$21,318	Direct-S	0.0%	100.0%	$0	$21,318
45	Other Contractual Services	534	159,475	(28,296)	131,179	Direct-S	0.0%	100.0%	0	131,179
46	Travel and Per Diem	540	4,340	0	4,340	Direct-S	0.0%	100.0%	0	4,340
47	Communications / Freight	541&542	6,530	0	6,530	Direct-S	0.0%	100.0%	0	6,530
48	Utility Services	543	372,000	50,000	422,000	Direct-S	0.0%	100.0%	0	422,000
49	Rentals and Leases	544	44,500	0	44,500	Direct-S	0.0%	100.0%	0	44,500
50	Insurance	545	23,108	0	23,108	Direct-S	0.0%	100.0%	0	23,108
51	Repair and Maintenance	546	613,500	(306,116)	307,384	Direct-S	0.0%	100.0%	0	307,384
52	Printing and Binding	547	0	0	0	Direct-S	0.0%	100.0%	0	0
53	Other Current Charges	549	7,500	2,000	9,500	Direct-S	0.0%	100.0%	0	9,500
54	Vehicle Leases	550	0	0	0	Direct-S	0.0%	100.0%	0	0
55	Office Supplies	551	1,000	(1,000)	0	Direct-S	0.0%	100.0%	0	0
56	Operating Supplies	552	111,598	(19,000)	92,598	Direct-S	0.0%	100.0%	0	92,598
57	Publications / Memberships / Training	554&555	3,700	0	3,700	Direct-S	0.0%	100.0%	0	3,700
58	Promotional Activities	548	2,000	(2,000)	0	Direct-S	0.0%	100.0%	0	0
59	Total Operating Services		$1,384,251	($318,093)	$1,066,158				$0	$1,066,158
	Capital Outlay									
60	Buildings	562	$500,000	($500,000) [3]	$0	Direct-S	0.0%	100.0%	$0	$0
61	Infrastructure	563	296,500	(296,500) [3]	0	Direct-S	0.0%	100.0%	0	0
62	Machinery & Equipment	564	0	0 [3]	0	Direct-S	0.0%	100.0%	0	0
63	Total Capital Outlay		$796,500	($796,500)	$0				$0	$0
64	**Total Wastewater Plant**		$2,985,654	($1,114,593)	$1,871,061				$0	$1,871,061

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Distribution and Collection (1630)									
	Personnel Costs									
65	Salaries - Regular	512	$430,635	$0	$430,635	Lines	63.8%	36.2%	$274,745	$155,890
66	Salaries - Overtime	514	52,000	0	52,000	Lines	63.8%	36.2%	33,176	18,824
67	Salaries - Part-time		0	0	0	Lines	63.8%	36.2%	0	0
68	Salaries - Longevity		0	0	0	Lines	63.8%	36.2%	0	0
69	Salaries - Special Pay	515	7,380	0	7,380	Lines	63.8%	36.2%	4,708	2,672
70	FICA Taxes	521	33,508	0	33,508	Lines	63.8%	36.2%	21,378	12,130
71	Retirement Contribution	522	36,017	0	36,017	Lines	63.8%	36.2%	22,979	13,038
72	Insurance - Life & Health	523	104,951	0	104,951	Lines	63.8%	36.2%	66,959	37,992
73	Workers Compensation	524	16,102	0	16,102	Lines	63.8%	36.2%	10,273	5,829
74	Unemployment Compensation		0	0	0	Lines	63.8%	36.2%	0	0
75	Total Personnel Costs		$680,593	$0	$680,593				$434,218	$246,375
	Operating Services									
76	Professional Services	531	$20,000	($12,710)	$7,290	Lines	63.8%	36.2%	$4,651	$2,639
77	Other Contractual Services	534	112,400	(80,000)	32,400	Lines	63.8%	36.2%	20,671	11,729
78	Travel and Per Diem	540	1,800	0	1,800	Lines	63.8%	36.2%	1,148	652
79	Communications / Freight	541&542	5,800	0	5,800	Lines	63.8%	36.2%	3,700	2,100
80	Utility Services	543	23,400	0	23,400	Lines	63.8%	36.2%	14,929	8,471
81	Rentals and Leases	544	500	0	500	Lines	63.8%	36.2%	319	181
82	Insurance	545	34,804	0	34,804	Lines	63.8%	36.2%	22,205	12,599
83	Repair and Maintenance	546	266,580	11,529	278,109	Lines	63.8%	36.2%	177,434	100,676
84	Printing and Binding	547	500	(500)	0	Lines	63.8%	36.2%	0	0
85	Other Current Charges	549	1,000	1,600	2,600	Lines	63.8%	36.2%	1,659	941
86	Vehicle Leases	550	0	0	0	Lines	63.8%	36.2%	0	0
87	Office Supplies	551	700	(700)	0	Lines	63.8%	36.2%	0	0
88	Operating Supplies	552	46,795	3,775	50,570	Lines	63.8%	36.2%	32,264	18,306
89	Road Materials / Supplies	553	2,575	(2,575)	0	Lines	63.8%	36.2%	0	0
90	Publications / Memberships / Training	554&555	4,400	0	4,400	Lines	63.8%	36.2%	2,807	1,593
91	Promotional Activities	548	1,600	(1,600)	0	Lines	63.8%	36.2%	0	0
92	Total Operating Services		$522,854	($81,181)	$441,673				$281,788	$159,886
	Capital Outlay									
93	Buildings	562	$0	$0 [3]	$0	Lines	63.8%	36.2%	$0	$0
94	Infrastructure	563	1,667,000	(1,667,000) [3]	0	Input	0.0%	100.0%	0	0
95	Machinery & Equipment	564	61,300	(61,300) [3]	0	Lines	63.8%	36.2%	0	0
96	Total Capital Outlay		$1,728,300	($1,728,300)	$0				$0	$0
97	**Total Distribution and Collection**		$2,931,747	($1,809,481)	$1,122,266				$716,006	$406,260
	Utility Customer Service (1640)									

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Personnel Costs									
98	Salaries - Regular	512	$212,323	$0	$212,323	Accounts	63.2%	36.8%	$134,137	$78,186
99	Salaries - Overtime	514	7,650	0	7,650	Accounts	63.2%	36.8%	4,833	2,817
100	Salaries - Part-time		15,000	0	15,000	Accounts	63.2%	36.8%	9,476	5,524
101	Salaries - Longevity		0	0	0	Accounts	63.2%	36.8%	0	0
102	Salaries - Special Pay	515	6,720	0	6,720	Accounts	63.2%	36.8%	4,245	2,475
103	FICA Taxes	521	18,489	0	18,489	Accounts	63.2%	36.8%	11,681	6,808
104	Retirement Contribution	522	19,483	0	19,483	Accounts	63.2%	36.8%	12,309	7,174
105	Insurance - Life & Health	523	28,250	0	28,250	Accounts	63.2%	36.8%	17,847	10,403
106	Workers Compensation	524	323	0	323	Accounts	63.2%	36.8%	204	119
107	Unemployment Compensation		0	0	0	Accounts	63.2%	36.8%	0	0
108	Total Personnel Costs		$308,238	$0	$308,238				$194,732	$113,506
	Operating Services									
109	Professional Services	531	$50,000	($47,490)	$2,510	Accounts	63.2%	36.8%	$1,586	$924
110	Accounting and Auditing		0	0	0	Accounts	63.2%	36.8%	0	0
111	Other Contractual Services	534	68,650	4,000	72,650	Accounts	63.2%	36.8%	45,897	26,753
112	Travel and Per Diem	540	3,600	0	3,600	Accounts	63.2%	36.8%	2,274	1,326
113	Communications / Freight	541&542	41,700	0	41,700	Accounts	63.2%	36.8%	26,344	15,356
114	Utility Services	543	2,000	0	2,000	Accounts	63.2%	36.8%	1,264	736
115	Rentals and Leases	544	1,023	0	1,023	Accounts	63.2%	36.8%	646	377
116	Insurance	545	2,601	0	2,601	Accounts	63.2%	36.8%	1,643	958
117	Repair and Maintenance	546	9,750	0	9,750	Accounts	63.2%	36.8%	6,160	3,590
118	Printing and Binding	547	15,098	(15,098)	0	Accounts	63.2%	36.8%	0	0
119	Other Current Charges	549	108,000	2,200	110,200	Accounts	63.2%	36.8%	69,620	40,580
120	Vehicle Leases	550	0	0	0	Accounts	63.2%	36.8%	0	0
121	Office Supplies	551	7,400	(7,400)	0	Accounts	63.2%	36.8%	0	0
122	Operating Supplies	552	11,450	22,498	33,948	Accounts	63.2%	36.8%	21,447	12,501
123	Publications / Memberships / Training	554&555	7,000	0	7,000	Accounts	63.2%	36.8%	4,422	2,578
124	Promotional Activities	548	2,200	(2,200)	0	Accounts	63.2%	36.8%	0	0
125	Total Operating Services		$330,472	($43,490)	$286,982				$181,303	$105,679
	Capital Outlay									
126	Buildings	562	$0	$0 [3]	$0	Accounts	63.2%	36.8%	$0	$0
127	Infrastructure	563	0	0 [3]	0	Accounts	63.2%	36.8%	0	0
128	Machinery & Equipment	564	21,000	(21,000) [3]	0	Accounts	63.2%	36.8%	0	0
129	Total Capital Outlay		$21,000	($21,000)	$0				$0	$0
130	**Total Utility Customer Service**		$659,710	($64,490)	$595,220				$376,035	$219,185
	Water and Wastewater General Government (1670)									
	Personnel Costs									

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
131	Salaries - Regular	512	$525,215	$0	$525,215	Salaries	54.2%	45.8%	$284,786	$240,429
132	Salaries - Overtime	514	1,005	0	1,005	Salaries	54.2%	45.8%	545	460
133	Salaries - Part-time		0	0	0	Salaries	54.2%	45.8%	0	0
134	Salaries - Longevity		0	0	0	Salaries	54.2%	45.8%	0	0
135	Salaries - Special Pay	515	4,560	0	4,560	Salaries	54.2%	45.8%	2,473	2,087
136	FICA Taxes	521	40,604	0	40,604	Salaries	54.2%	45.8%	22,017	18,587
137	Retirement Contribution	522	43,465	0	43,465	Salaries	54.2%	45.8%	23,568	19,897
138	Insurance - Life & Health	523	103,587	0	103,587	Salaries	54.2%	45.8%	56,168	47,419
139	Workers Compensation	524	5,475	0	5,475	Salaries	54.2%	45.8%	2,969	2,506
140	Unemployment Compensation		0	0	0	Salaries	54.2%	45.8%	0	0
141	Total Personnel Costs		$723,911	$0	$723,911				$392,524	$331,387
	Operating Services									
142	Professional Services	531	$82,100	$106,563	$188,663	Salaries	54.2%	45.8%	$102,298	$86,365
143	Other Contractual Services	534	15,877	0	15,877	Salaries	54.2%	45.8%	8,609	7,268
144	Travel and Per Diem	540	6,000	0	6,000	Salaries	54.2%	45.8%	3,253	2,747
145	Communications / Freight	541&542	3,100	0	3,100	Salaries	54.2%	45.8%	1,681	1,419
146	Utility Services	543	5,800	0	5,800	Salaries	54.2%	45.8%	3,145	2,655
147	Rentals and Leases	544	29,974	21,000	50,974	Salaries	54.2%	45.8%	27,639	23,335
148	Insurance	545	15,214	0	15,214	Salaries	54.2%	45.8%	8,249	6,965
149	Repair and Maintenance	546	7,725	0	7,725	Salaries	54.2%	45.8%	4,189	3,536
150	Printing and Binding	547	1,000	(1,000)	0	Salaries	54.2%	45.8%	0	0
151	Other Current Charges	549	4,092	1,050	5,142	Salaries	54.2%	45.8%	2,788	2,354
152	Vehicle Leases	550	0	0	0	Salaries	54.2%	45.8%	0	0
153	Office Supplies	551	4,194	(4,194)	0	Salaries	54.2%	45.8%	0	0
154	Operating Supplies	552	17,033	5,194	22,227	Salaries	54.2%	45.8%	12,052	10,175
155	Road Materials / Supplies	553	0	0	0	Salaries	54.2%	45.8%	0	0
156	Publications / Memberships / Training	554&555	4,700	0	4,700	Salaries	54.2%	45.8%	2,548	2,152
157	Promotional Activities	548	1,050	(1,050)	0	Salaries	54.2%	45.8%	0	0
158	Total Operating Services		$197,859	$127,563	$325,422				$176,452	$148,969
	Capital Outlay									
159	Buildings	562	$0	$0 [3]	$0	Salaries	54.2%	45.8%	$0	$0
160	Infrastructure	563	0	0 [3]	0	Salaries	54.2%	45.8%	0	0
161	Machinery & Equipment	564	10,000	(10,000) [3]	0	Salaries	54.2%	45.8%	0	0
162	Total Capital Outlay		$10,000	($10,000)	$0				$0	$0
163	**Total Water and Wastewater General Government**		$931,770	$117,563	$1,049,333				$568,977	$480,356

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Debt Service (1660)									
164	Principal		$1,219,390	($1,219,390) [4]	$0	Salaries	54.2%	45.8%	$0	$0
165	Interest		770,650	(770,650) [4]	0	Salaries	54.2%	45.8%	0	0
166	Other Debt Service Costs		122,916	(122,916) [4]	0	Salaries	54.2%	45.8%	0	0
167	**Total Debt Service**		$2,112,956	($2,112,956)	$0				$0	$0
	Non - Departmental (1690)									
168	Transfers (Indirect Cost Allocation) - Net	557	$234,890	$0	$234,890	Salaries	54.2%	45.8%	$127,364	$107,526
169	Other Non-operating Uses - Life / Health Insurar	523	12,294	0	12,294	Salaries	54.2%	45.8%	6,666	5,628
170	Intragovernmental Transfers	591	698,994	(698,994)	0	Salaries	54.2%	45.8%	0	0
171	Transfer to Retained Earnings	595	1,040,975	(1,040,975)	0	Salaries	54.2%	45.8%	0	0
172	**Total Non - Departmental**		$1,987,153	($1,739,969)	$247,184				$134,030	$113,154
173	**Total System**		$16,286,277	($9,171,021)	$7,115,256				$4,025,239	$3,090,017

Footnotes:

[1] Based on budgeted figures for the Fiscal Year Ending September 30, 2019 as amended by the City.

[2] Allocations based on operating information obtained from the budget, historical operating records and other information provided by the City.

[3] Amounts, if any, reflect reductions in the operating budget for capital expenditures shown in Table 11.

[4] Amounts reflect reductions in the operating budget for debt service payments associated with long-term debt. Such amounts are reflected in Table 12 of this report.

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Water Plant (1610)									
	Personnel Costs									
1	Salaries - Regular	512	$503,961	$0	$503,961	Direct-W	100.0%	0.0%	$503,961	$0
2	Salaries - Overtime	514	25,000	0	25,000	Direct-W	100.0%	0.0%	25,000	0
3	Salaries - Part-time		0	0	0	Direct-W	100.0%	0.0%	0	0
4	Salaries - Longevity		0	0	0	Direct-W	100.0%	0.0%	0	0
5	Salaries - Special Pay	515	4,200	0	4,200	Direct-W	100.0%	0.0%	4,200	0
6	FICA Taxes	521	40,787	0	40,787	Direct-W	100.0%	0.0%	40,787	0
7	Retirement Contribution	522	42,838	0	42,838	Direct-W	100.0%	0.0%	42,838	0
8	Insurance - Life & Health	523	130,584	0	130,584	Direct-W	100.0%	0.0%	130,584	0
9	Workers Compensation	524	17,487	0	17,487	Direct-W	100.0%	0.0%	17,487	0
10	Unemployment Compensation		0	0	0	Direct-W	100.0%	0.0%	0	0
11	Total Personnel Costs		$764,857	$0	$764,857				$764,857	$0
	Operating Services									
12	Professional Services	531	$30,000	$0	$30,000	Direct-W	100.0%	0.0%	$30,000	$0
13	Other Contractual Services	534	265,950	0	265,950	Direct-W	100.0%	0.0%	265,950	0
14	Travel and Per Diem	540	3,260	0	3,260	Direct-W	100.0%	0.0%	3,260	0
15	Communications / Freight	541&542	5,250	0	5,250	Direct-W	100.0%	0.0%	5,250	0
16	Utility Services	543	236,000	0	236,000	Direct-W	100.0%	0.0%	236,000	0
17	Rentals and Leases	544	31,064	0	31,064	Direct-W	100.0%	0.0%	31,064	0
18	Insurance	545	19,975	0	19,975	Direct-W	100.0%	0.0%	19,975	0
19	Repair and Maintenance	546	662,500	0	662,500	Direct-W	100.0%	0.0%	662,500	0
20	Printing and Binding	547	0	0	0	Direct-W	100.0%	0.0%	0	0
21	Other Current Charges	549	37,400	0	37,400	Direct-W	100.0%	0.0%	37,400	0
22	Vehicle Leases	550	38,400	0	38,400	Direct-W	100.0%	0.0%	38,400	0
23	Office Supplies	551	0	0	0	Direct-W	100.0%	0.0%	0	0
24	Operating Supplies	552	299,805	0	299,805	Direct-W	100.0%	0.0%	299,805	0
25	Publications / Memberships / Training	554&555	7,240	0	7,240	Direct-W	100.0%	0.0%	7,240	0
26	Promotional Activities	548	0	0	0	Direct-W	100.0%	0.0%	0	0
27	Total Operating Services		$1,636,844	$0	$1,636,844				$1,636,844	$0
	Capital Outlay									
28	Buildings	562	$0	$0 [3]	$0	Direct-W	100.0%	0.0%	$0	$0
29	Infrastructure	563	3,760,000	(3,760,000) [3]	0	Direct-W	100.0%	0.0%	0	0
30	Machinery & Equipment	564	17,600	(17,600) [3]	0	Direct-W	100.0%	0.0%	0	0
31	Total Capital Outlay		$3,777,600	($3,777,600)	$0				$0	$0
32	**Total Water Plant**		$6,179,301	($3,777,600)	$2,401,701				$2,401,701	$0

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Wastewater Plant (1620)									
	Personnel Costs									
33	Salaries - Regular	512	$523,287	$0	$523,287	Direct-S	0.0%	100.0%	$0	$523,287
34	Salaries - Overtime	514	52,000	0	52,000	Direct-S	0.0%	100.0%	0	52,000
35	Salaries - Part-time		0	0	0	Direct-S	0.0%	100.0%	0	0
36	Salaries - Longevity		0	0	0	Direct-S	0.0%	100.0%	0	0
37	Salaries - Special Pay	515	5,460	0	5,460	Direct-S	0.0%	100.0%	0	5,460
38	FICA Taxes	521	44,427	0	44,427	Direct-S	0.0%	100.0%	0	44,427
39	Retirement Contribution	522	44,526	0	44,526	Direct-S	0.0%	100.0%	0	44,526
40	Insurance - Life & Health	523	104,210	0	104,210	Direct-S	0.0%	100.0%	0	104,210
41	Workers Compensation	524	15,054	0	15,054	Direct-S	0.0%	100.0%	0	15,054
42	Unemployment Compensation		0	0	0	Direct-S	0.0%	100.0%	0	0
43	Total Personnel Costs		$788,964	$0	$788,964				$0	$788,964
	Operating Services									
44	Professional Services	531	$120,000	$0	$120,000	Direct-S	0.0%	100.0%	$0	$120,000
45	Other Contractual Services	534	279,475	0	279,475	Direct-S	0.0%	100.0%	0	279,475
46	Travel and Per Diem	540	140	0	140	Direct-S	0.0%	100.0%	0	140
47	Communications / Freight	541&542	6,130	0	6,130	Direct-S	0.0%	100.0%	0	6,130
48	Utility Services	543	378,000	0	378,000	Direct-S	0.0%	100.0%	0	378,000
49	Rentals and Leases	544	46,500	0	46,500	Direct-S	0.0%	100.0%	0	46,500
50	Insurance	545	24,596	0	24,596	Direct-S	0.0%	100.0%	0	24,596
51	Repair and Maintenance	546	339,000	(70,000)	269,000	Direct-S	0.0%	100.0%	0	269,000
52	Printing and Binding	547	0	0	0	Direct-S	0.0%	100.0%	0	0
53	Other Current Charges	549	26,600	0	26,600	Direct-S	0.0%	100.0%	0	26,600
54	Vehicle Leases	550	7,200	0	7,200	Direct-S	0.0%	100.0%	0	7,200
55	Office Supplies	551	0	0	0	Direct-S	0.0%	100.0%	0	0
56	Operating Supplies	552	77,597	0	77,597	Direct-S	0.0%	100.0%	0	77,597
57	Publications / Memberships / Training	554	2,580	0	2,580	Direct-S	0.0%	100.0%	0	2,580
58	Promotional Activities	548	0	0	0	Direct-S	0.0%	100.0%	0	0
59	Total Operating Services		$1,307,818	($70,000)	$1,237,818				$0	$1,237,818
	Capital Outlay									
60	Buildings	562	$50,000	($50,000) [3]	$0	Direct-S	0.0%	100.0%	$0	$0
61	Infrastructure	563	0	0 [3]	0	Direct-S	0.0%	100.0%	0	0
62	Machinery & Equipment	564	453,000	(453,000) [3]	0	Direct-S	0.0%	100.0%	0	0
63	Total Capital Outlay		$503,000	($503,000)	$0				$0	$0
64	**Total Wastewater Plant**		$2,599,782	($573,000)	$2,026,782				$0	$2,026,782

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Distribution and Collection (1630)									
	Personnel Costs									
65	Salaries - Regular	512	$519,780	$0	$519,780	Lines	63.8%	36.2%	$331,620	$188,160
66	Salaries - Overtime	514	54,000	0	54,000	Lines	63.8%	36.2%	34,452	19,548
67	Salaries - Part-time		0	0	0	Lines	63.8%	36.2%	0	0
68	Salaries - Longevity		0	0	0	Lines	63.8%	36.2%	0	0
69	Salaries - Special Pay	515	6,900	0	6,900	Lines	63.8%	36.2%	4,402	2,498
70	FICA Taxes	521	44,422	0	44,422	Lines	63.8%	36.2%	28,341	16,081
71	Retirement Contribution	522	44,356	0	44,356	Lines	63.8%	36.2%	28,299	16,057
72	Insurance - Life & Health	523	159,069	0	159,069	Lines	63.8%	36.2%	101,486	57,583
73	Workers Compensation	524	16,827	0	16,827	Lines	63.8%	36.2%	10,736	6,091
74	Unemployment Compensation		0	0	0	Lines	63.8%	36.2%	0	0
75	Total Personnel Costs		$845,354	$0	$845,354				$539,336	$306,018
	Operating Services									
76	Professional Services	531	$5,000	$0	$5,000	Lines	63.8%	36.2%	$3,190	$1,810
77	Other Contractual Services	534	31,400	0	31,400	Lines	63.8%	36.2%	20,033	11,367
78	Travel and Per Diem	540	3,300	0	3,300	Lines	63.8%	36.2%	2,105	1,195
79	Communications / Freight	541&542	6,150	0	6,150	Lines	63.8%	36.2%	3,924	2,226
80	Utility Services	543	15,000	0	15,000	Lines	63.8%	36.2%	9,570	5,430
81	Rentals and Leases	544	1,000	0	1,000	Lines	63.8%	36.2%	638	362
82	Insurance	545	36,370	0	36,370	Lines	63.8%	36.2%	23,204	13,166
83	Repair and Maintenance	546	280,000	0	280,000	Lines	63.8%	36.2%	178,640	101,360
84	Printing and Binding	547	0	0	0	Lines	63.8%	36.2%	0	0
85	Other Current Charges	549	3,100	0	3,100	Lines	63.8%	36.2%	1,978	1,122
86	Vehicle Leases	550	40,800	0	40,800	Lines	63.8%	36.2%	26,030	14,770
87	Office Supplies	551	0	0	0	Lines	63.8%	36.2%	0	0
88	Operating Supplies	552	57,445	0	57,445	Lines	63.8%	36.2%	36,650	20,795
89	Road Materials / Supplies	553	0	0	0	Lines	63.8%	36.2%	0	0
90	Publications / Memberships / Training	554	5,630	0	5,630	Lines	63.8%	36.2%	3,592	2,038
91	Promotional Activities	548	0	0	0	Lines	63.8%	36.2%	0	0
92	Total Operating Services		$485,195	$0	$485,195				$309,554	$175,641
	Capital Outlay									
93	Buildings	562	$0	$0 [3]	$0	Lines	63.8%	36.2%	$0	$0
94	Infrastructure	563	3,050,000	(3,050,000) [3]	0	Input	4.3%	95.7%	0	0
95	Machinery & Equipment	564	127,800	(127,800) [3]	0	Lines	63.8%	36.2%	0	0
96	Total Capital Outlay		$3,177,800	($3,177,800)	$0				$0	$0
97	**Total Distribution and Collection**		$4,508,349	($3,177,800)	$1,330,549				$848,890	$481,659
	Utility Customer Service (1640)									

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Personnel Costs									
98	Salaries - Regular	512&513	$247,133	$0	$247,133	Accounts	63.2%	36.8%	$156,128	$91,005
99	Salaries - Overtime	514	10,000	0	10,000	Accounts	63.2%	36.8%	6,318	3,682
100	Salaries - Part-time		0	0	0	Accounts	63.2%	36.8%	0	0
101	Salaries - Longevity		0	0	0	Accounts	63.2%	36.8%	0	0
102	Salaries - Special Pay	515	4,320	0	4,320	Accounts	63.2%	36.8%	2,729	1,591
103	FICA Taxes	521	20,001	0	20,001	Accounts	63.2%	36.8%	12,636	7,365
104	Retirement Contribution	522	20,752	0	20,752	Accounts	63.2%	36.8%	13,110	7,642
105	Insurance - Life & Health	523	28,139	0	28,139	Accounts	63.2%	36.8%	17,777	10,362
106	Workers Compensation	524	338	0	338	Accounts	63.2%	36.8%	214	124
107	Unemployment Compensation		0	0	0	Accounts	63.2%	36.8%	0	0
108	Total Personnel Costs		$330,683	$0	$330,683				$208,912	$121,771
	Operating Services									
109	Professional Services	531	$0	$0	$0	Accounts	63.2%	36.8%	$0	$0
110	Accounting and Auditing		0	0	0	Accounts	63.2%	36.8%	0	0
111	Other Contractual Services	534	23,500	0	23,500	Accounts	63.2%	36.8%	14,846	8,654
112	Travel and Per Diem	540	3,600	0	3,600	Accounts	63.2%	36.8%	2,274	1,326
113	Communications / Freight	541&542	43,000	0	43,000	Accounts	63.2%	36.8%	27,166	15,834
114	Utility Services	543	2,000	0	2,000	Accounts	63.2%	36.8%	1,264	736
115	Rentals and Leases	544	1,023	0	1,023	Accounts	63.2%	36.8%	646	377
116	Insurance	545	2,718	0	2,718	Accounts	63.2%	36.8%	1,717	1,001
117	Repair and Maintenance	546	2,500	0	2,500	Accounts	63.2%	36.8%	1,579	921
118	Printing and Binding	547	0	0	0	Accounts	63.2%	36.8%	0	0
119	Other Current Charges	549	98,100	0	98,100	Accounts	63.2%	36.8%	61,975	36,125
120	Vehicle Leases	550	5,180	0	5,180	Accounts	63.2%	36.8%	3,273	1,907
121	Office Supplies	551	0	0	0	Accounts	63.2%	36.8%	0	0
122	Operating Supplies	552	33,595	0	33,595	Accounts	63.2%	36.8%	21,224	12,371
123	Publications / Memberships / Training	554/555	7,350	0	7,350	Accounts	63.2%	36.8%	4,643	2,707
124	Promotional Activities	548	0	0	0	Accounts	63.2%	36.8%	0	0
125	Total Operating Services		$222,566	$0	$222,566				$140,608	$81,958
	Capital Outlay									
126	Buildings	562	$0	$0 [3]	$0	Accounts	63.2%	36.8%	$0	$0
127	Infrastructure	563	0	0 [3]	0	Accounts	63.2%	36.8%	0	0
128	Machinery & Equipment	564	0	0 [3]	0	Accounts	63.2%	36.8%	0	0
129	Total Capital Outlay		$0	$0	$0				$0	$0
130	**Total Utility Customer Service**		$553,249	$0	$553,249				$349,520	$203,729
	Water and Wastewater General Government (1670)									
	Personnel Costs									

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
131	Salaries - Regular	512	$604,033	$0	$604,033	Salaries	54.2%	45.8%	$327,523	$276,510
132	Salaries - Overtime	514	1,000	0	1,000	Salaries	54.2%	45.8%	542	458
133	Salaries - Part-time		0	0	0	Salaries	54.2%	45.8%	0	0
134	Salaries - Longevity		0	0	0	Salaries	54.2%	45.8%	0	0
135	Salaries - Special Pay	515	4,080	0	4,080	Salaries	54.2%	45.8%	2,212	1,868
136	FICA Taxes	521	46,597	0	46,597	Salaries	54.2%	45.8%	25,266	21,331
137	Retirement Contribution	522	57,962	0	57,962	Salaries	54.2%	45.8%	31,429	26,533
138	Insurance - Life & Health	523	120,722	0	120,722	Salaries	54.2%	45.8%	65,459	55,263
139	Workers Compensation	524	5,721	0	5,721	Salaries	54.2%	45.8%	3,102	2,619
140	Unemployment Compensation		0	0	0	Salaries	54.2%	45.8%	0	0
141	Total Personnel Costs		$840,115	$0	$840,115				$455,533	$384,582
	Operating Services									
142	Professional Services	531	$90,000	$0	$90,000	Salaries	54.2%	45.8%	$48,800	$41,200
143	Other Contractual Services	534	10,850	0	10,850	Salaries	54.2%	45.8%	5,883	4,967
144	Travel and Per Diem	540	10,200	0	10,200	Salaries	54.2%	45.8%	5,531	4,669
145	Communications / Freight	541&542	2,740	0	2,740	Salaries	54.2%	45.8%	1,486	1,254
146	Utility Services	543	7,500	0	7,500	Salaries	54.2%	45.8%	4,067	3,433
147	Rentals and Leases	544	31,500	0	31,500	Salaries	54.2%	45.8%	17,080	14,420
148	Insurance	545	15,899	0	15,899	Salaries	54.2%	45.8%	8,621	7,278
149	Repair and Maintenance	546	6,500	0	6,500	Salaries	54.2%	45.8%	3,524	2,976
150	Printing and Binding	547	0	0	0	Salaries	54.2%	45.8%	0	0
151	Other Current Charges	549	10,220	0	10,220	Salaries	54.2%	45.8%	5,542	4,678
152	Vehicle Leases	550	13,200	0	13,200	Salaries	54.2%	45.8%	7,157	6,043
153	Office Supplies	551	0	0	0	Salaries	54.2%	45.8%	0	0
154	Operating Supplies	552	31,775	0	31,775	Salaries	54.2%	45.8%	17,229	14,546
155	Road Materials / Supplies	553	0	0	0	Salaries	54.2%	45.8%	0	0
156	Publications / Memberships / Training	554	6,100	0	6,100	Salaries	54.2%	45.8%	3,308	2,792
157	Promotional Materials	548	0	0	0	Salaries	54.2%	45.8%	0	0
158	Total Operating Services		$236,484	$0	$236,484				$128,228	$108,256
	Capital Outlay									
159	Buildings	562	$0	$0 [3]	$0	Salaries	54.2%	45.8%	$0	$0
160	Infrastructure	563	0	0 [3]	0	Salaries	54.2%	45.8%	0	0
161	Machinery & Equipment	564	4,000	(4,000) [3]	0	Salaries	54.2%	45.8%	0	0
162	Total Capital Outlay		$4,000	($4,000)	$0				$0	$0
163	**Total Water and Wastewater General Government**		$1,080,599	($4,000)	$1,076,599				$583,761	$492,838

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Debt Service (1660)									
164	Principal		$1,459,445	($1,459,445) [4]	$0	Salaries	54.2%	45.8%	$0	$0
165	Interest		775,600	(775,600) [4]	0	Salaries	54.2%	45.8%	0	0
166	Other Debt Service Costs		237,040	(237,040) [4]	0	Salaries	54.2%	45.8%	0	0
167	**Total Debt Service**		$2,472,085	($2,472,085)	$0				$0	$0
	Non - Departmental (1690)									
168	Transfers (Indirect Cost Allocation) - Net		$273,523	$0	$273,523	Salaries	54.2%	45.8%	$148,312	$125,211
169	Other Non-operating Uses - Life / Health Insurance & Other		94,536	0	94,536	Salaries	54.2%	45.8%	51,260	43,276
170	Intragovernmental Transfers		760,571	(760,571)	0	Salaries	54.2%	45.8%	0	0
171	Transfer to Retained Earnings		1,086,484	(1,086,484)	0	Salaries	54.2%	45.8%	0	0
172	**Total Non - Departmental**		$2,215,114	($1,847,055)	$368,059				$199,572	$168,487
173	**Total System**		$19,608,479	($11,851,540)	$7,756,939				$4,383,443	$3,373,496

Footnotes:

[1] Based on budgeted figures for the Fiscal Year Ending September 30, 2020.

[2] Allocations based on operating information obtained from the budget, historical operating records and other information provided by the City.

[3] Amounts, if any, reflect reductions in the operating budget for capital expenditures shown in Table 11.

[4] Amounts reflect reductions in the operating budget for debt service payments associated with long-term debt. Such amounts are reflected in Table 12 of this report.

Table 8
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Water Plant									
	Personnel Costs									
1	Salaries - Regular	27	16	$489,283	$503,961	Labor	$514,040	$524,321	$534,807	$545,504
2	Salaries - Overtime	27	16	24,800	25,000	Labor	25,500	26,010	26,530	27,061
3	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
4	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
5	Salaries - Special Pay	27	16	4,200	4,200	Labor	4,284	4,370	4,457	4,546
6	FICA Taxes	27	17	39,649	40,787	Labor	41,603	42,435	43,283	44,149
7	Retirement Contribution	27	17	39,091	42,838	Labor	43,695	44,569	45,460	46,369
8	Insurance - Life & Health	27	17	105,282	130,584	Ins-Health	138,419	146,724	155,528	164,859
9	Workers Compensation	27	17	16,734	17,487	Worker Comp	18,012	18,552	19,109	19,682
10	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
11	Total Personnel Costs			$719,039	$764,857		$785,552	$806,980	$829,174	$852,170
	Operating Services									
12	Professional Services	33	24	$104,964	$30,000	Inflation	$30,750	$31,519	$32,307	$33,082
13	Other Contractual Services	33	24	281,329	265,950	Inflation	272,599	279,414	286,399	293,273
14	Travel and Per Diem	34	25	1,650	3,260	Inflation	3,342	3,425	3,511	3,595
15	Communications / Freight	31	18	4,800	5,250	Inflation	5,381	5,516	5,654	5,789
16	Utility Services	28	18	242,415	236,000	Utility-W	248,321	261,285	274,924	289,273
17	Rentals and Leases	28	25	30,064	31,064	Inflation	31,841	32,637	33,453	34,255
18	Insurance	30	30	18,552	19,975	Ins-Property	20,574	21,191	21,827	22,482
19	Repair and Maintenance	28	21	434,437	662,500	Repair	682,375	702,846	723,932	745,650
20	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
21	Other Current Charges	34	25	43,600	37,400	Inflation	38,335	39,293	40,276	41,242
22	Vehicle Leases	34	25	0	38,400	Inflation	39,360	40,344	41,353	42,345
22	Office Supplies	29	21	0	0	Inflation	0	0	0	0
23	Operating Supplies	29	19	343,022	299,805	Water Flow	307,947	316,308	324,895	333,388
24	Publications / Memberships / Training	34	25	6,320	7,240	Inflation	7,421	7,607	7,797	7,984
25	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
26	Total Operating Services			$1,511,153	$1,636,844		$1,688,245	$1,741,384	$1,796,325	$1,852,359
27	**Total Water Plant**			$2,230,192	$2,401,701		$2,473,798	$2,548,365	$2,625,500	$2,704,529
	Distribution and Collection									
	Personnel Costs									
28	Salaries - Regular	27	16	$274,745	$331,620	Labor	$338,252	$345,017	$351,917	$358,956
29	Salaries - Overtime	27	16	33,176	34,452	Labor	35,141	35,844	36,561	37,292
30	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
31	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
32	Salaries - Special Pay	27	16	4,708	4,402	Labor	4,490	4,580	4,672	4,765
33	FICA Taxes	27	17	21,378	28,341	Labor	28,908	29,486	30,076	30,677
34	Retirement Contribution	27	17	22,979	28,299	Labor	28,865	29,442	30,031	30,632
35	Insurance - Life & Health	27	17	66,959	101,486	Ins-Health	107,575	114,030	120,871	128,124
36	Workers Compensation	27	17	10,273	10,736	Worker Comp	11,058	11,389	11,731	12,083
37	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
38	Total Personnel Costs			$434,218	$539,336		$554,289	$569,789	$585,860	$602,529
	Operating Services									
39	Professional Services	33	24	$4,651	$3,190	Inflation	$3,270	$3,351	$3,435	$3,518
40	Other Contractual Services	33	24	20,671	20,033	Inflation	20,534	21,047	21,574	22,091
41	Travel and Per Diem	34	25	1,148	2,105	Inflation	2,158	2,212	2,267	2,322
42	Communications / Freight	31	18	3,700	3,924	Inflation	4,022	4,122	4,225	4,327
43	Utility Services	28	18	14,929	9,570	Utility-W	10,070	10,595	11,148	11,730
44	Rentals and Leases	28	25	319	638	Inflation	654	670	687	704
45	Insurance	30	30	22,205	23,204	Ins-Property	23,900	24,617	25,356	26,116
46	Repair and Maintenance	28	21	177,434	178,640	Repair	183,999	189,519	195,205	201,061
47	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
48	Other Current Charges	34	25	1,659	1,978	Inflation	2,027	2,078	2,130	2,181
49	Vehicle Leases	34	25	0	26,030	Inflation	26,681	27,348	28,032	28,705
49	Office Supplies	29	21	0	0	Inflation	0	0	0	0
50	Operating Supplies	29	19	32,264	36,650	Water Flow	37,645	38,667	39,717	40,755
51	Road Materials / Supplies	34	21	0	0	Inflation	0	0	0	0
52	Publications / Memberships / Training	34	25	2,807	3,592	Inflation	3,682	3,774	3,868	3,961
53	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
54	Total Operating Services			$281,788	$309,554		$318,642	$328,002	$337,644	$347,471
55	**Total Distribution and Collection**			$716,006	$848,890		$872,931	$897,791	$923,504	$950,000

Table 8
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Utility Customer Service									
	Personnel Costs									
56	Salaries - Regular	27	16	$134,137	$156,128	Labor	$159,251	$162,436	$165,685	$168,998
57	Salaries - Overtime	27	16	4,833	6,318	Labor	6,444	6,573	6,704	6,838
58	Salaries - Part-time	27	16	9,476	0	Labor	0	0	0	0
59	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
60	Salaries - Special Pay	27	16	4,245	2,729	Labor	2,784	2,839	2,896	2,954
61	FICA Taxes	27	17	11,681	12,636	Labor	12,889	13,146	13,409	13,677
62	Retirement Contribution	27	17	12,309	13,110	Labor	13,372	13,640	13,913	14,191
63	Insurance - Life & Health	27	17	17,847	17,777	Ins-Health	18,844	19,974	21,173	22,443
64	Workers Compensation	27	17	204	214	Worker Comp	220	227	233	240
65	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
66	Total Personnel Costs			$194,732	$208,912		$213,803	$218,835	$224,013	$229,343
	Operating Services									
67	Professional Services	33	24	$1,586	$0	Inflation	$0	$0	$0	$0
68	Accounting and Auditing	33	24	0	0	Inflation	0	0	0	0
69	Other Contractual Services	33	24	45,897	14,846	Inflation	15,217	15,598	15,988	16,372
70	Travel and Per Diem	34	25	2,274	2,274	Inflation	2,331	2,389	2,449	2,508
71	Communications / Freight	31	18	26,344	27,166	Cust-Water	28,151	29,168	30,218	31,273
72	Utility Services	28	18	1,264	1,264	Utility	1,327	1,393	1,463	1,536
73	Rentals and Leases	28	25	646	646	Inflation	662	679	696	713
74	Insurance	30	30	1,643	1,717	Ins-Property	1,769	1,822	1,876	1,933
75	Repair and Maintenance	28	21	6,160	1,579	Repair	1,627	1,676	1,726	1,778
76	Printing and Binding	31	25	0	0	Cust-Water	0	0	0	0
77	Other Current Charges	34	25	69,620	61,975	Cust-Water	64,223	66,543	68,940	71,345
78	Vehicle Leases	34	25	0	3,273	Inflation	3,354	3,438	3,524	3,609
78	Office Supplies	29	21	0	0	Cust-Water	0	0	0	0
79	Operating Supplies	29	19	21,447	21,224	Cust-Water	21,993	22,788	23,609	24,433
80	Publications / Memberships / Training	34	25	4,422	4,643	Inflation	4,760	4,878	5,000	5,120
81	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
82	Total Operating Services			$181,303	$140,608		$145,414	$150,373	$155,490	$160,618
83	**Total Utility Customer Service**			$376,035	$349,520		$359,217	$369,208	$379,503	$389,961
	Water and Wastewater General Government									
	Personnel Costs									
84	Salaries - Regular	27	16	$284,786	$327,523	Labor	$334,073	$340,755	$347,570	$354,521
85	Salaries - Overtime	27	16	545	542	Labor	553	564	575	587
86	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
87	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
88	Salaries - Special Pay	27	16	2,473	2,212	Labor	2,257	2,302	2,348	2,395
89	FICA Taxes	27	17	22,017	25,266	Labor	25,771	26,287	26,813	27,349
90	Retirement Contribution	27	17	23,568	31,429	Labor	32,057	32,698	33,352	34,019
91	Insurance - Life & Health	27	17	56,168	65,459	Ins-Health	69,386	73,549	77,962	82,640
92	Workers Compensation	27	17	2,969	3,102	Worker Comp	3,195	3,291	3,390	3,491
93	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
94	Total Personnel Costs			$392,524	$455,533		$467,293	$479,446	$492,010	$505,003
	Operating Services									
95	Professional Services	33	24	$102,298	$48,800	Inflation	$50,020	$51,271	$52,553	$53,814
96	Other Contractual Services	33	24	8,609	5,883	Inflation	6,030	6,181	6,336	6,488
97	Travel and Per Diem	34	25	3,253	5,531	Inflation	5,669	5,811	5,956	6,099
98	Communications / Freight	31	18	1,681	1,486	Inflation	1,523	1,561	1,600	1,638
99	Utility Services	28	18	3,145	4,067	Utility	4,270	4,484	4,708	4,943
100	Rentals and Leases	28	25	27,639	17,080	Inflation	17,507	17,945	18,393	18,835
101	Insurance	30	30	8,249	8,621	Ins-Property	8,879	9,146	9,420	9,703
102	Repair and Maintenance	28	21	4,189	3,524	Repair	3,630	3,739	3,851	3,967
103	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
104	Other Current Charges	34	25	2,788	5,542	Inflation	5,680	5,822	5,968	6,111
105	Vehicle Leases	34	25	0	7,157	Inflation	7,336	7,520	7,708	7,893
105	Office Supplies	29	21	0	0	Inflation	0	0	0	0
106	Operating Supplies	29	19	12,052	17,229	Inflation	17,660	18,101	18,554	18,999
107	Road Materials / Supplies	31	25	0	0	Inflation	0	0	0	0
108	Publications / Memberships / Training	31	25	2,548	3,308	Inflation	3,390	3,475	3,562	3,647
108	Promotional Activities	34	25	0	0	Inflation	0	0	0	0
109	Total Operating Services			$176,452	$128,228		$131,596	$135,055	$138,608	$142,137
110	**Total Water and Wastewater General Government**			$568,977	$583,761		$598,889	$614,502	$630,618	$647,140

Table 8
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Non - Departmental									
111	Transfers (Indirect Cost Allocation) - Net	39	39	$127,364	$148,312	Labor	$151,278	$154,303	$157,389	$160,537
112	Other Non-operating Uses	34	25	6,666	51,260	Ins-Health	54,336	57,596	61,051	64,715
113	Other Costs			0	0	Constant	0	0	0	0
114	**Total Non - Departmental**			$134,030	$199,572		$205,613	$211,899	$218,441	$225,252
	Additional Charges									
115	Additional Operating Costs [3]	28	18	$0	$0	Calculated	$0	$0	$484,000	$499,000
116	Additional Salaries [4]	28	18	0	0	Calculated	0	0	0	0
117	Additional Savings [5]	28	18	0	0	Calculated	0	0	(209,000)	(215,000)
118	Bad Debt Expense			0	0	Calculated	0	0	0	0
119	**Total Additional Charges**			$0	$0		$0	$0	$275,000	$284,000
120	**Total System**			$4,025,239	$4,383,443		$4,510,448	$4,641,764	$5,052,566	$5,200,880

Footnotes:

[1] Amounts derived from Table 6 as allocated to the water system.

[2] Amounts derived from Table 7 as allocated to the water system.

[3] Based on discussions with the City and amounts provided by the City's Consulting Engineer, which were adjusted for inflation. Estimated costs assumed to be incurred beginning October 1, 2022.

[4] No new personnel costs were assumed. One additional position will be required, but based on discussions with City staff, the proposed position will be funded through attrition.

[5] Savings based on the average incremental cost associated with 1.0 MGD beginning October 1, 2022, which was adjusted for inflation.

Table 9
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Wastewater Plant									
	Personnel Costs									
1	Salaries - Regular	27	16	$507,457	$523,287	Labor	$533,753	$544,428	$555,316	$566,423
2	Salaries - Overtime	27	16	52,000	52,000	Labor	53,040	54,101	55,183	56,286
3	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
4	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
5	Salaries - Special Pay	27	16	4,560	5,460	Labor	5,569	5,681	5,794	5,910
6	FICA Taxes	27	17	43,147	44,427	Labor	45,316	46,222	47,146	48,089
7	Retirement Contribution	27	17	46,335	44,526	Labor	45,417	46,325	47,251	48,196
8	Insurance - Life & Health	27	17	136,998	104,210	Ins-Health	110,463	117,090	124,116	131,563
9	Workers Compensation	27	17	14,406	15,054	Worker Comp	15,506	15,971	16,450	16,943
10	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
11	Total Personnel Costs			$804,903	$788,964		$809,062	$829,817	$851,257	$873,411
	Operating Services									
12	Professional Services	33	24	$21,318	$120,000	Inflation	$123,000	$126,075	$129,227	$132,328
13	Other Contractual Services	33	24	131,179	279,475	Inflation	286,462	293,623	300,964	308,187
14	Travel and Per Diem	34	25	4,340	140	Inflation	144	147	151	154
15	Communications / Freight	31	18	6,530	6,130	Inflation	6,283	6,440	6,601	6,760
16	Utility Services	28	18	422,000	378,000	Utility-S	403,350	430,290	458,916	489,329
17	Rentals and Leases	28	25	44,500	46,500	Inflation	47,663	48,854	50,075	51,277
18	Insurance	30	30	23,108	24,596	Ins-Property	25,334	26,094	26,877	27,683
19	Repair and Maintenance	28	21	307,384	269,000	Repair	277,070	285,382	293,944	302,762
20	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
21	Other Current Charges	34	25	9,500	26,600	Inflation	27,265	27,947	28,645	29,333
22	Vehicle Leases	34	25	0	7,200	Inflation	7,380	7,565	7,754	7,940
22	Office Supplies	29	21	0	0	Inflation	0	0	0	0
23	Operating Supplies	29	19	92,598	77,597	Sewer Flow	80,830	84,175	87,638	91,131
24	Publications / Memberships / Training	34	25	3,700	2,580	Inflation	2,645	2,711	2,778	2,845
25	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
26	Total Operating Services			$1,066,158	$1,237,818		$1,287,424	$1,339,303	$1,393,570	$1,449,729
27	**Total Wastewater Plant**			$1,871,061	$2,026,782		$2,096,486	$2,169,120	$2,244,826	$2,323,140
	Distribution and Collection									
	Personnel Costs									
28	Salaries - Regular	27	16	$155,890	$188,160	Labor	$191,924	$195,762	$199,677	$203,671
29	Salaries - Overtime	27	16	18,824	19,548	Labor	19,939	20,338	20,744	21,159
30	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
31	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
32	Salaries - Special Pay	27	16	2,672	2,498	Labor	2,548	2,599	2,651	2,704
33	FICA Taxes	27	17	12,130	16,081	Labor	16,402	16,730	17,065	17,406
34	Retirement Contribution	27	17	13,038	16,057	Labor	16,378	16,706	17,040	17,380
35	Insurance - Life & Health	27	17	37,992	57,583	Ins-Health	61,038	64,700	68,582	72,697
36	Workers Compensation	27	17	5,829	6,091	Worker Comp	6,274	6,462	6,656	6,856
37	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
38	Total Personnel Costs			$246,375	$306,018		$314,503	$323,297	$332,416	$341,874
	Operating Services									
39	Professional Services	33	24	$2,639	$1,810	Inflation	$1,855	$1,902	$1,949	$1,996
40	Other Contractual Services	33	24	11,729	11,367	Inflation	11,651	11,942	12,241	12,535
41	Travel and Per Diem	34	25	652	1,195	Inflation	1,224	1,255	1,286	1,317
42	Communications / Freight	31	18	2,100	2,226	Inflation	2,282	2,339	2,397	2,455
43	Utility Services	28	18	8,471	5,430	Utility-S	5,794	6,181	6,592	7,029
44	Rentals and Leases	28	25	181	362	Inflation	371	380	390	399
45	Insurance	30	30	12,599	13,166	Ins-Property	13,561	13,968	14,387	14,818
46	Repair and Maintenance	28	21	100,676	101,360	Repair	104,401	107,533	110,759	114,082
47	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
48	Other Current Charges	34	25	941	1,122	Inflation	1,150	1,179	1,208	1,237
49	Vehicle Leases	34	25	0	14,770	Inflation	15,139	15,517	15,905	16,287
49	Office Supplies	29	21	0	0	Inflation	0	0	0	0
50	Operating Supplies	29	19	18,306	20,795	Sewer Flow	21,661	22,558	23,486	24,422
51	Road Materials / Supplies	34	21	0	0	Inflation	0	0	0	0
52	Publications / Memberships / Training	34	25	1,593	2,038	Inflation	2,089	2,141	2,195	2,247
53	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
54	Total Operating Services			$159,886	$175,641		$181,179	$186,896	$192,796	$198,825
55	**Total Distribution and Collection**			$406,260	$481,659		$495,682	$510,193	$525,212	$540,699
	Utility Customer Service									
	Personnel Costs									
56	Salaries - Regular	27	16	$78,186	$91,005	Labor	$92,825	$94,681	$96,575	$98,506
57	Salaries - Overtime	27	16	2,817	3,682	Labor	3,756	3,831	3,908	3,986
58	Salaries - Part-time	27	16	5,524	0	Labor	0	0	0	0
59	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
60	Salaries - Special Pay	27	16	2,475	1,591	Labor	1,623	1,655	1,688	1,722
61	FICA Taxes	27	17	6,808	7,365	Labor	7,513	7,663	7,816	7,972
62	Retirement Contribution	27	17	7,174	7,642	Labor	7,795	7,950	8,109	8,272
63	Insurance - Life & Health	27	17	10,403	10,362	Ins-Health	10,984	11,643	12,341	13,082
64	Workers Compensation	27	17	119	124	Worker Comp	128	132	136	140
65	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0

Table 9
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
66	Total Personnel Costs			$113,506	$121,771		$124,622	$127,556	$130,574	$133,680
	Operating Services									
67	Professional Services	33	24	$924	$0	Inflation	$0	$0	$0	$0
68	Accounting and Auditing	33	24	0	0	Inflation	0	0	0	0
69	Other Contractual Services	33	24	26,753	8,654	Inflation	8,870	9,092	9,319	9,543
70	Travel and Per Diem	34	25	1,326	1,326	Inflation	1,359	1,393	1,428	1,462
71	Communications / Freight	31	18	15,356	15,834	Cust-Water	16,409	17,001	17,614	18,228
72	Utility Services	28	18	736	736	Utility	773	812	853	895
73	Rentals and Leases	28	25	377	377	Inflation	386	396	406	415
74	Insurance	30	30	958	1,001	Ins-Property	1,031	1,062	1,094	1,127
75	Repair and Maintenance	28	21	3,590	921	Repair	948	977	1,006	1,036
76	Printing and Binding	31	25	0	0	Cust-Sewer	0	0	0	0
77	Other Current Charges	34	25	40,580	36,125	Cust-Sewer	39,482	42,986	46,640	50,400
78	Vehicle Leases	34	25	0	1,907	Inflation	1,955	2,004	2,054	2,103
78	Office Supplies	29	21	0	0	Cust-Sewer	0	0	0	0
79	Operating Supplies	29	19	12,501	12,371	Cust-Sewer	13,521	14,721	15,972	17,260
80	Publications / Memberships / Training	34	25	2,578	2,707	Inflation	2,774	2,844	2,915	2,985
81	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
82	Total Operating Services			$105,679	$81,958		$87,509	$93,286	$99,299	$105,454
83	**Total Utility Customer Service**			$219,185	$203,729		$212,131	$220,842	$229,872	$239,134
	Water and Wastewater General Government									
	Personnel Costs									
84	Salaries - Regular	27	16	$240,429	$276,510	Labor	$282,040	$287,681	$293,435	$299,303
85	Salaries - Overtime	27	16	460	458	Labor	467	476	486	496
86	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
87	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
88	Salaries - Special Pay	27	16	2,087	1,868	Labor	1,905	1,943	1,982	2,022
89	FICA Taxes	27	17	18,587	21,331	Labor	21,757	22,193	22,636	23,089
90	Retirement Contribution	27	17	19,897	26,533	Labor	27,064	27,605	28,157	28,721
91	Insurance - Life & Health	27	17	47,419	55,263	Ins-Health	58,579	62,094	65,819	69,769
92	Workers Compensation	27	17	2,506	2,619	Worker Comp	2,697	2,778	2,862	2,948
93	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
94	Total Personnel Costs			$331,387	$384,582		$394,510	$404,771	$415,378	$426,347
	Operating Services									
95	Professional Services	33	24	$86,365	$41,200	Inflation	$42,230	$43,285	$44,367	$45,432
96	Other Contractual Services	33	24	7,268	4,967	Inflation	5,091	5,218	5,349	5,477
97	Travel and Per Diem	34	25	2,747	4,669	Inflation	4,786	4,906	5,028	5,149
98	Communications / Freight	31	18	1,419	1,254	Inflation	1,286	1,318	1,351	1,383
99	Utility Services	28	18	2,655	3,433	Utility	3,605	3,785	3,974	4,173
100	Rentals and Leases	28	25	23,335	14,420	Inflation	14,780	15,150	15,529	15,901
101	Insurance	30	30	6,965	7,278	Ins-Property	7,496	7,721	7,953	8,192
102	Repair and Maintenance	28	21	3,536	2,976	Repair	3,065	3,157	3,251	3,349
103	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
104	Other Current Charges	34	25	2,354	4,678	Inflation	4,795	4,915	5,038	5,159
105	Vehicle Leases	34	25	0	6,043	Inflation	6,194	6,349	6,507	6,663
105	Office Supplies	29	21	0	0	Inflation	0	0	0	0
106	Operating Supplies	29	19	10,175	14,546	Inflation	14,909	15,282	15,664	16,040
107	Road Materials / Supplies	31	25	0	0	Inflation	0	0	0	0
108	Publications / Memberships / Training	34	25	2,152	2,792	Inflation	2,862	2,934	3,007	3,079
109	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
110	Total Operating Services			$148,969	$108,256		$111,099	$114,020	$117,019	$119,998
111	**Total Water and Wastewater General Government**			$480,356	$492,838		$505,610	$518,791	$532,397	$546,345
	Non - Departmental									
112	Transfers (Indirect Cost Allocation) - Net	39	39	$107,526	$125,211	Labor	$127,716	$130,270	$132,875	$135,533
113	Other Non-operating Uses	34	25	5,628	43,276	Ins-Health	45,873	48,625	51,542	54,635
114	Other Costs			0	0	Constant	0	0	0	0

Table 9
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
115	**Total Non - Departmental**			$113,154	$168,487		$173,588	$178,895	$184,418	$190,168
	Additional Charges									
116	Additional Personnel Costs			$0	$0	Input	$0	$0	$0	$0
117	Additional Operating Costs			0	0	Calculated	0	0	0	0
118	Additional Maintenance Costs			0	0	Calculated	0	0	0	0
119	Bad Debt Expense			0	0	Calculated	0	0	0	0
120	**Total Additional Charges**			$0	$0		$0	$0	$0	$0
121	**Total System**			$3,090,017	$3,373,496		$3,483,498	$3,597,840	$3,716,725	$3,839,487

Footnotes:
[1] Amounts derived from Table 6 as allocated to the wastewater system.

[2] Amounts derived from Table 7 as allocated to the wastewater system.

Table 10
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Projected Expense Escalation Factors

Line No.	Description	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
1	Constant	Constant	1.0000	1.0000	1.0000	1.0000
2	General Inflation (CPI Index)	Inflation	1.0250	1.0250	1.0250	1.0240
3	Labor Escalator	Labor	1.0200	1.0200	1.0200	1.0200
4	Customer Acct. Growth + Inflation (Water)	Cust-Water	1.0363	1.0361	1.0360	1.0349
5	Customer Acct. Growth + Inflation (Sewer)	Cust-Sewer	1.0930	1.0887	1.0850	1.0806
6	Rate Revenue - Water	Water Rev	1.0028	1.0028	1.0028	1.0028
7	Rate Revenue - Sewer	Sewer Rev	1.0151	1.0149	1.0147	1.0145
8	Flow Growth + Inflation (Water)	Water Flow	1.0272	1.0272	1.0271	1.0261
9	Flow Growth + Inflation (Sewer)	Sewer Flow	1.0417	1.0414	1.0411	1.0399
10	Utility Costs	Utility	1.0500	1.0500	1.0500	1.0500
11	Flow Growth + Inflation (Water)	Utility-W	1.0522	1.0522	1.0522	1.0522
12	Flow Growth + Inflation (Sewer)	Utility-S	1.0671	1.0668	1.0665	1.0663
13	Life/Health/Disability Insurance Escalator	Ins-Health	1.0600	1.0600	1.0600	1.0600
14	Workers Compensation	Worker Comp	1.0300	1.0300	1.0300	1.0300
15	Property Insurance Escalator	Ins-Property	1.0300	1.0300	1.0300	1.0300
16	Repair and Maintenance	Repair	1.0300	1.0300	1.0300	1.0300
17	Marginal Escalator	Margin	1.0010	1.0010	1.0010	1.0010
18	Auto/Equipment User Charge Allocation	Auto Exp	1.0000	1.0000	1.0000	1.0000

Table 11
City of Stuart
Updated Water and Wastewater Financial Forecast

Five Year Estimated Capital Funding Program

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Future Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	Cumulative Inflation Factor ===>			1.000	1.000	1.030	1.061	1.093	1.126	
	SYSTEM CAPITAL COSTS									
	Water System									
	Water Treatment and Supply									
1	Anion Exchange: GAC - All 24 Wells - 2 of 2 (SRF Loan)	PWP351	DW430420	$1,575,000	$0	$0	$0	$0	$0	$1,575,000
2	Anion Exchange: GAC - All 24 Wells - 1 of 2 (20% Debt Forgiveness)	N/A	Grant	0	0	0	0	0	0	0
3	R.O. Project Phase 1 - Engineering and Design - 1 of 3	PWP326	DW430430	0	492,000	0	0	0	0	492,000
4	R.O. Project Phase 1 - Engineering and Design - 2 of 3	PWP326	Grant	0	250,000	0	0	0	0	250,000
5	R.O. Project Phase 1 - Engineering and Design - 3 of 3	PWP326	WAF	0	678,000	0	0	0	0	678,000
6	R.O. Project Phase 1 - Construction	20032602	Debt2	0	0	5,530,000	7,260,000	0	0	12,790,000
7	Floridan Aquifer Test Well FA-1	20032601	Debt1	0	2,340,000	0	0	0	0	2,340,000
8	Chlorine Dioxide Feed System	PWP403	WREV1	115,000	0	0	0	0	0	115,000
9	Buildings	N/A	WREV1	70,000	0	0	0	0	0	70,000
10	Infrastructure	N/A	WREV1	24,000	0	0	0	0	0	24,000
11	Machinery and Equipment - Flouride Feed Pump Replacement	N/A	WREV1	30,000	0	0	0	0	0	30,000
12	Machinery and Equipment	N/A	WREV1	26,000	18,000	0	0	0	0	44,000
13	Addd6	N/A	RR	0	0	0	0	0	0	0
14	Addd7	N/A	RR	0	0	0	0	0	0	0
15	Addd8	N/A	RR	0	0	0	0	0	0	0
16	Addd9	N/A	RR	0	0	0	0	0	0	0
17	Addd10	N/A	RR	0	0	0	0	0	0	0
18	Renewal and Replacement Fund (Above Budget)	0	RR	0	0	206,000	212,000	219,000	225,000	862,000
19	Adjustment - Debt 1	0	Debt1	0	0	0	0	0	0	0
20	Adjustment - 20% Debt Forgiveness	0	Grant	0	0	0	0	0	0	0
21	Adjustment - WAF Applied to R.O Project	0	WAF	0	0	0	0	0	0	0
22	Other Projects	0	WREV2	0	0	0	0	0	0	0
23	**Total Water Treatment and Supply**			$1,840,000	$3,778,000	$5,736,000	$7,472,000	$219,000	$225,000	$19,270,000
	Water Transmission and Distribution									
24	Developer Oversizing	PWP352	WAF	$150,000	$50,000	$0	$0	$0	$0	$200,000
25	Machinery and Equipment - 50%	0	WREV1	31,000	64,000	0	0	0	0	95,000
26	Renewal & Replacement (Above Budget)	0	RR	0	0	103,000	106,000	109,000	113,000	431,000
27	Other Projects	0	WREV2	0	0	0	0	0	0	0
28	Other Projects	0	WREV2	0	0	0	0	0	0	0
29	Other Projects	0	WREV2	0	0	0	0	0	0	0
30	**Total Water Transmission and Distribution**			$181,000	$114,000	$103,000	$106,000	$109,000	$113,000	$726,000
	Other Capital Projects									
31	Machinery and Equipment - 50%	0	WREV1	$16,000	$2,000	$0	$0	$0	$0	$18,000
32	Transfer from Fleet - 50%	0	Fleet	39,000	0	0	0	0	0	39,000
33	Transfer from Fleet - 50%	0	WREV1	(39,000)	0	0	0	0	0	(39,000)
34	Carry Forward	0	OR	56,000	0	0	0	0	0	56,000
35	Capital Outlay - Net Amount from Budget	N/A	WREV1	0	0	26,000	27,000	27,000	28,000	108,000
36	**Total Other Capital Projects**			$72,000	$2,000	$26,000	$27,000	$27,000	$28,000	$182,000
37	**Total Water System**			$2,093,000	$3,894,000	$5,865,000	$7,605,000	$355,000	$366,000	$20,178,000

Table 11
City of Stuart
Updated Water and Wastewater Financial Forecast

Five Year Estimated Capital Funding Program

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Future Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	Wastewater System									
	Water Reclamation Facility									
38	Electrical Control Building Modification	PWP272	SREV2	$0	$500,000	$0	$0	$0	$0	$500,000
39	Renewal & Replacement Fund (Above Budget)	0	RR	0	0	206,000	212,000	219,000	225,000	862,000
40	Machinery and Equipment - Turbo Blowers Replacement	N/A	RR	0	430,000	0	0	0	0	430,000
41	Machinery and Equipment - Polymer Skid Replacement	N/A	RR	25,000	0	0	0	0	0	25,000
42	Machinery and Equipment	N/A	SREV1	22,000	23,000	0	0	0	0	45,000
43	Clarifier Rehab (3)	N/A	RR	225,000	0	0	0	0	0	225,000
44	Pumps for Lift Stations	N/A	RR	70,000	70,000	0	0	0	0	140,000
45	Add3	N/A	SREV1	0	0	0	0	0	0	0
46	Add4	N/A	SREV1	0	0	0	0	0	0	0
47	Add5	N/A	SREV1	0	0	0	0	0	0	0
48	**Total Wastewater Treatment and Disposal**			$342,000	$1,023,000	$206,000	$212,000	$219,000	$225,000	$2,227,000
	Wastewater Transmission and Collection									
49	Monterey Road Force Main Replacement Willoughby to Dixie	PWP405	OR	$0	$400,000	$1,030,000	$0	$0	$0	$1,430,000
50	Stuart Middle Force Main Replacement	PWP404	OR	0	400,000	0	0	0	0	400,000
51	Dolphin Sewer Basin 1 of 2	WC-2	Grant	227,000	0	0	0	0	0	227,000
52	Dolphin Sewer Basin 2 of 2	WC-2	OR	227,000	0	0	0	0	0	227,000
53	Channel Ave. Sewer Basin 1 of 2	CRP343	CRA	95,000	0	0	0	0	0	95,000
54	Channel Ave. Sewer Basin 2 of 2	PWP112-9	OR	95,000	0	0	0	0	0	95,000
55	Basins ESTU	PWP11215	OR	0	1,208,333	241,667	0	0	0	1,450,000
56	Grinder Systems (Link to Sewer Expansion Growth Assumptions)	0	Construction	500,000	750,000	515,000	530,000	546,000	0	2,841,000
57	Grinder Systems (Link to Sewer Expansion Growth Assumptions)	0	Construction	(500,000)	(750,000)	(515,000)	(530,000)	(546,000)	0	(2,841,000)
58	Grinder Systems (Link to Sewer Expansion Growth Assumptions)	0	Construction	500,000	832,000	762,000	785,000	809,000	833,000	4,521,000
59	Machinery and Equipment - 50%	0	SREV1	31,000	64,000	0	0	0	0	95,000
60	Monterey Subdivision - 1 of 2	0	Grant	0	40,000	0	0	0	0	40,000
61	Monterey Subdivision - 2 of 2	0	OR	0	438,000	410,000	0	0	0	848,000
62	Renewal & Replacement (Above Budget)	0	RR	0	0	103,000	106,000	109,000	113,000	431,000
63	**Total Wastewater Transmission and Collection**			$1,175,000	$3,382,333	$2,546,667	$891,000	$918,000	$946,000	$9,859,000
	Other Capital Projects									
64	Machinery and Equipment - 50%	0	SREV1	$16,000	$2,000	$0	$0	$0	$0	$18,000
65	Transfer from Fleet - 50%	0	Fleet	39,000	0	0	0	0	0	39,000
66	Transfer from Fleet - 50%	0	SREV1	(39,000)	0	0	0	0	0	(39,000)
67	Carry Forward	0	OR	31,000	0	0	0	0	0	31,000
68	Capital Outlay - Net Amount from Budget	N/A	SREV1	0	0	26,000	27,000	27,000	28,000	108,000
69	**Total Other Capital Projects**			$47,000	$2,000	$26,000	$27,000	$27,000	$28,000	$157,000
70	**Total Wastewater System**			$1,564,000	$4,407,333	$2,778,667	$1,130,000	$1,164,000	$1,199,000	$12,243,000
71	**TOTAL SYSTEM CAPITAL COSTS**			$3,657,000	$8,301,333	$8,643,667	$8,735,000	$1,519,000	$1,565,000	$32,421,000

Table 11
City of Stuart
Updated Water and Wastewater Financial Forecast

Five Year Estimated Capital Funding Program

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Future Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	FUNDING SOURCES									
72	**Operating Reserves**	0	OR	$409,000	$2,446,333	$1,681,667	$0	$0	$0	$4,537,000
73	Renewal and Replacement Fund	0	RR	320,000	500,000	618,000	636,000	656,000	676,000	3,406,000
74	Rate Revenue - Water System (For Ordinary Vehicles, Equipment and Other Capital Outlay)	0	WREV1	273,000	84,000	26,000	27,000	27,000	28,000	465,000
75	Rate Revenue - Water System (For all other lawful capital expenditures)	0	WREV2	0	0	0	0	0	0	0
76	Rate Revenue - Wastewater System (For Ordinary Vehicles, Equipment and Other Capital Outlay)	0	SREV1	30,000	89,000	26,000	27,000	27,000	28,000	227,000
77	Rate Revenue - Wastewater System (For all other lawful capital expenditures)	0	SREV2	0	500,000	0	0	0	0	500,000
78	Water Availability Fees	0	WAF	150,000	728,000	0	0	0	0	878,000
79	Wastewater Availability Fees	0	SAF	0	0	0	0	0	0	0
80	Grant	0	Grant	227,000	290,000	0	0	0	0	517,000
81	Special Sewer Expansion Fees	0	Sewer Expansion Fees	0	0	0	0	0	0	0
82	Sewer Expansion Construction Fund	0	Construction	500,000	832,000	762,000	785,000	809,000	833,000	4,521,000
83	Developer Contribution	0	Developer	0	0	0	0	0	0	0
84	Community Redevelopment Agency	0	CRA	95,000	0	0	0	0	0	95,000
85	Transfer from Fleet	0	Fleet	78,000	0	0	0	0	0	78,000
86	SRF DW 430420 (Water System Anion Exchange)	0	DW430420	1,575,000	0	0	0	0	0	1,575,000
87	SRF DW 430430 (Eng. & Design Water RO Phase 1)	0	DW430430	0	492,000	0	0	0	0	492,000
88	Debt Proceeds (Anticipated) - Floridan Aquifer Test Well FA-1	0	Debt1	0	2,340,000	0	0	0	0	2,340,000
89	Debt Proceeds (Anticipated) - RO Construction Phase 1	0	Debt2	0	0	5,530,000	7,260,000	0	0	12,790,000
90	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	Debt3	0	0	0	0	0	0	0
91	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	Debt4	0	0	0	0	0	0	0
92	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	Debt5	0	0	0	0	0	0	0
93	**TOTAL FUNDING SOURCES**			$3,657,000	$8,301,333	$8,643,667	$8,735,000	$1,519,000	$1,565,000	$32,421,000

Worksheet 11a
City of Stuart
Updated Water and Wastewater Financial Forecast

Capital Funding Program - Current Dollars

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Today's Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	SYSTEM CAPITAL COSTS									
	Water System									
	Water Treatment and Supply									
1	Anion Exchange: GAC - All 24 Wells - 2 of 2 (SRF Loan)	PWP351	DW430420	$1,575,000	$0	$0	$0	$0	$0	$1,575,000
2	Anion Exchange: GAC - All 24 Wells - 1 of 2 (20% Debt Forgiveness)	N/A	Grant	0	0	0	0	0	0	0
3	R.O. Project Phase 1 - Engineering and Design - 1 of 3	PWP326	DW430430	0	492,125	0	0	0	0	492,125
4	R.O. Project Phase 1 - Engineering and Design - 2 of 3	PWP326	Grant	0	250,000	0	0	0	0	250,000
5	R.O. Project Phase 1 - Engineering and Design - 3 of 3	PWP326	WAF	0	677,875	0	0	0	0	677,875
6	R.O. Project Phase 1 - Construction	20032602	Debt2	0	0	5,369,135	6,842,865	0	0	12,212,000
7	Floridan Aquifer Test Well FA-1	20032601	Debt1	0	2,340,000	0	0	0	0	2,340,000
8	Chlorine Dioxide Feed System	PWP403	WREV1	115,000	0	0	0	0	0	115,000
9	Buildings	N/A	WREV1	70,000	0	0	0	0	0	70,000
10	Infrastructure	N/A	WREV1	24,000	0	0	0	0	0	24,000
11	Machinery and Equipment - Flouride Feed Pump Replacement	N/A	WREV1	30,000	0	0	0	0	0	30,000
12	Machinery and Equipment	N/A	WREV1	26,000	17,600	0	0	0	0	43,600
13	Addd6	N/A	RR	0	0	0	0	0	0	0
14	Addd7	N/A	RR	0	0	0	0	0	0	0
15	Addd8	N/A	RR	0	0	0	0	0	0	0
16	Addd9	N/A	RR	0	0	0	0	0	0	0
17	Addd10	N/A	RR	0	0	0	0	0	0	0
18	Renewal and Replacement Fund (Above Budget)		RR	0	0	200,000	200,000	200,000	200,000	800,000
19	Adjustment - Debt 1		Debt1	0	0	0	0	0	0	0
20	Adjustment - 20% Debt Forgiveness		Grant	0	0	0	0	0	0	0
21	Adjustment - WAF Applied to R.O Project		WAF	0	0	0	0	0	0	0
22	Other Projects		WREV2	0	0	0	0	0	0	0
23	**Total Water Treatment and Supply**			$1,840,000	$3,777,600	$5,569,135	$7,042,865	$200,000	$200,000	$18,629,600
	Water Transmission and Distribution									
24	Developer Oversizing	PWP352	WAF	$150,000	$50,000	$0	$0	$0	$0	$200,000
25	Machinery and Equipment - 50%		WREV1	30,650	63,900	0	0	0	0	94,550
26	Renewal & Replacement (Above Budget)		RR	0	0	100,000	100,000	100,000	100,000	400,000
27	Other Projects		WREV2	0	0	0	0	0	0	0
28	Other Projects		WREV2	0	0	0	0	0	0	0
29	Other Projects		WREV2	0	0	0	0	0	0	0
30	**Total Water Transmission and Distribution**			$180,650	$113,900	$100,000	$100,000	$100,000	$100,000	$694,550
	Other Capital Projects									
31	Machinery and Equipment - 50%		WREV1	$15,500	$2,000	$0	$0	$0	$0	$17,500
32	Transfer from Fleet - 50%		Fleet	39,250	0	0	0	0	0	39,250
33	Transfer from Fleet - 50%		WREV1	(39,250)	0	0	0	0	0	(39,250)
34	Carry Forward		OR	56,296	0	0	0	0	0	56,296
35	Capital Outlay - Net Amount from Budget	N/A	WREV1	0	0	25,000	25,000	25,000	25,000	100,000
36	**Total Other Capital Projects**			$71,796	$2,000	$25,000	$25,000	$25,000	$25,000	$173,796
37	**Total Water System**			$2,092,446	$3,893,500	$5,694,135	$7,167,865	$325,000	$325,000	$19,497,946

Worksheet 11a
City of Stuart
Updated Water and Wastewater Financial Forecast

Capital Funding Program - Current Dollars

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Today's Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	Wastewater System									
	Water Reclamation Facility									
38	Electrical Control Building Modification	PWP272	SREV2	$0	$500,000	$0	$0	$0	$0	$500,000
39	Renewal & Replacement Fund (Above Budget)		RR	0	0	200,000	200,000	200,000	200,000	800,000
40	Machinery and Equipment - Turbo Blowers Replacement	N/A	RR	0	430,000	0	0	0	0	430,000
41	Machinery and Equipment - Polymer Skid Replacement	N/A	RR	25,000	0	0	0	0	0	25,000
42	Machinery and Equipment	N/A	SREV1	21,500	23,000	0	0	0	0	44,500
43	Clarifier Rehab (3)	N/A	RR	225,000	0	0	0	0	0	225,000
44	Pumps for Lift Stations	N/A	RR	70,000	70,000	0	0	0	0	140,000
45	Add3	N/A	SREV1	0	0	0	0	0	0	0
46	Add4	N/A	SREV1	0	0	0	0	0	0	0
47	Add5	N/A	SREV1	0	0	0	0	0	0	0
48	**Total Wastewater Treatment and Disposal**			$341,500	$1,023,000	$200,000	$200,000	$200,000	$200,000	$2,164,500
	Wastewater Transmission and Collection									
49	Monterey Road Force Main Replacement Willoughby to Dixie	PWP405	OR	$0	$400,000	$1,000,000	$0	$0	$0	$1,400,000
50	Stuart Middle Force Main Replacement	PWP404	OR	0	400,000	0	0	0	0	400,000
51	Dolphin Sewer Basin 1 of 2	WC-2	Grant	227,000	0	0	0	0	0	227,000
52	Dolphin Sewer Basin 2 of 2	WC-2	OR	227,000	0	0	0	0	0	227,000
53	Channel Ave. Sewer Basin 1 of 2	CRP343	CRA	95,000	0	0	0	0	0	95,000
54	Channel Ave. Sewer Basin 2 of 2	PWP112-9	OR	95,000	0	0	0	0	0	95,000
55	Basins ESTU	PWP11215	OR	0	1,208,333	241,667	0	0	0	1,450,000
56	Grinder Systems (Link to Sewer Expansion Growth Assumptions)		Construction	500,000	750,000	500,000	500,000	500,000	0	2,750,000
57	Grinder Systems (Link to Sewer Expansion Growth Assumptions)		Construction	(500,000)	(750,000)	(500,000)	(500,000)	(500,000)	0	(2,750,000)
58	Grinder Systems (Link to Sewer Expansion Growth Assumptions)		Construction	500,000	831,875	739,931	739,931	739,931	739,931	4,291,597
59	Machinery and Equipment - 50%		SREV1	30,650	63,900	0	0	0	0	94,550
60	Monterey Subdivision - 1 of 2		Grant	0	40,000	0	0	0	0	40,000
61	Monterey Subdivision - 2 of 2		OR	0	438,281	398,118	0	0	0	836,399
62	Renewal & Replacement (Above Budget)		RR	0	0	100,000	100,000	100,000	100,000	400,000
63	**Total Wastewater Transmission and Collection**			$1,174,650	$3,382,389	$2,479,716	$839,931	$839,931	$839,931	$9,556,546
	Other Capital Projects									
64	Machinery and Equipment - 50%		SREV1	$15,500	$2,000	$0	$0	$0	$0	$17,500
65	Transfer from Fleet - 50%		Fleet	39,250	0	0	0	0	0	39,250
66	Transfer from Fleet - 50%		SREV1	(39,250)	0	0	0	0	0	(39,250)
67	Carry Forward		OR	30,596	0	0	0	0	0	30,596
68	Capital Outlay - Net Amount from Budget	N/A	SREV1	0	0	25,000	25,000	25,000	25,000	100,000
69	Total Other Capital Projects			$46,096	$2,000	$25,000	$25,000	$25,000	$25,000	$148,096
70	**Total Wastewater System**			$1,562,246	$4,407,389	$2,704,716	$1,064,931	$1,064,931	$1,064,931	$11,869,143
71	**TOTAL SYSTEM CAPITAL COSTS**			$3,654,692	$8,300,889	$8,398,851	$8,232,796	$1,389,931	$1,389,931	$31,367,088

Worksheet 11a
City of Stuart
Updated Water and Wastewater Financial Forecast

Capital Funding Program - Current Dollars

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Today's Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	FUNDING SOURCES									
72	Operating Reserves		OR	$408,892	$2,446,614	$1,639,785	$0	$0	$0	$4,495,291
73	Renewal and Replacement Fund		RR	320,000	500,000	600,000	600,000	600,000	600,000	3,220,000
74	Rate Revenue - Water System (For Ordinary Vehicles, Equipment and Other Capital Outlay)		WREV1	271,900	83,500	25,000	25,000	25,000	25,000	455,400
75	Rate Revenue - Water System (For all other lawful capital expenditures)		WREV2	0	0	0	0	0	0	0
76	Rate Revenue - Wastewater System (For Ordinary Vehicles, Equipment and Other Capital Outlay)		SREV1	28,400	88,900	25,000	25,000	25,000	25,000	217,300
77	Rate Revenue - Wastewater System (For all other lawful capital expenditures)		SREV2	0	500,000	0	0	0	0	500,000
78	Water Availability Fees		WAF	150,000	727,875	0	0	0	0	877,875
79	Wastewater Availability Fees		SAF	0	0	0	0	0	0	0
80	Grant		Grant	227,000	290,000	0	0	0	0	517,000
81	Special Sewer Expansion Fees		Sewer Expansion Fees	0	0	0	0	0	0	0
82	Sewer Expansion Construction Fund		Construction	500,000	831,875	739,931	739,931	739,931	739,931	4,291,597
83	Developer Contribution		Developer	0	0	0	0	0	0	0
84	Community Redevelopment Agency		CRA	95,000	0	0	0	0	0	95,000
85	Transfer from Fleet		Fleet	78,500	0	0	0	0	0	78,500
86	SRF DW 430420 (Water System Anion Exchange)		DW430420	1,575,000	0	0	0	0	0	1,575,000
87	SRF DW 430430 (Eng. & Design Water RO Phase 1)		DW430430	0	492,125	0	0	0	0	492,125
88	Debt Proceeds (Anticipated) - Floridan Aquifer Test Well FA-1		Debt1	0	2,340,000	0	0	0	0	2,340,000
89	Debt Proceeds (Anticipated) - RO Construction Phase 1		Debt2	0	0	5,369,135	6,842,865	0	0	12,212,000
90	Debt Proceeds (Anticipated) - Future Debt Other Capital		Debt3	0	0	0	0	0	0	0
91	Debt Proceeds (Anticipated) - Future Debt Other Capital		Debt4	0	0	0	0	0	0	0
92	Debt Proceeds (Anticipated) - Future Debt Other Capital		Debt5	0	0	0	0	0	0	0
93	**TOTAL FUNDING SOURCES**			$3,654,692	$8,300,889	$8,398,851	$8,232,796	$1,389,931	$1,389,931	$31,367,088

Footnotes:
[1] Amounts as provided by the City .

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	EXISTING DEBT SERVICE [1]						
	Series 2003 Bonds (Unrefunded)						
1	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
2	Percent Allocated to Water System	51.00%	51.00%	51.00%	51.00%	51.00%	51.00%
3	Percent Allocated to Wastewater System	49.00%	49.00%	49.00%	49.00%	49.00%	49.00%
4	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
5	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	Series 2006 Refunding Notes						
6	Total Annual Debt Service	$342,426	$343,289	$343,378	$343,254	$948,090	$946,382
7	Percent Allocated to Water System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
8	Percent Allocated to Wastewater System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
9	Amount Allocated to Water System	$171,213	$171,645	$171,689	$171,627	$474,045	$473,191
10	Amount Allocated to Wastewater System	$171,213	$171,645	$171,689	$171,627	$474,045	$473,191
	Series 2007A Refunding Notes						
11	Total Annual Debt Service	$785,938	$785,080	$783,083	$778,883	$178,902	$179,041
12	Percent Allocated to Water System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
13	Percent Allocated to Wastewater System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
14	Amount Allocated to Water System	$392,969	$392,540	$391,541	$389,441	$89,451	$89,520
15	Amount Allocated to Wastewater System	$392,969	$392,540	$391,541	$389,441	$89,451	$89,520
	Series 2011 Refunding Notes						
16	Total Annual Debt Service	$379,455	$379,832	$379,025	$379,057	$379,904	$379,544
17	Percent Allocated to Water System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
18	Percent Allocated to Wastewater System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
19	Amount Allocated to Water System	$189,728	$189,916	$189,513	$189,528	$189,952	$189,772
20	Amount Allocated to Wastewater System	$189,728	$189,916	$189,513	$189,528	$189,952	$189,772

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	SRF WW 430400 (Reclaimed Water Transmission Main)						
21	Total Annual Debt Service	$178,054	$178,054	$178,054	$178,054	$178,054	$178,054
22	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
23	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
24	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
25	Amount Allocated to Wastewater System	$178,054	$178,054	$178,054	$178,054	$178,054	$178,054
	SRF DW 430410 (Water Line and Meter Replacements)						
26	Total Annual Debt Service	$354,468	$354,468	$354,468	$354,468	$354,468	$354,468
27	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
28	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
29	Amount Allocated to Water System	$354,468	$354,468	$354,468	$354,468	$354,468	$354,468
30	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	Recent New Debt						
	SRF DW 430420 (Water System Anion Exchange)						
31	Total Annual Debt Service	$0	$106,498	$106,498	$106,498	$106,498	$106,498
32	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
33	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
34	Amount Allocated to Water System	$0	$106,498	$106,498	$106,498	$106,498	$106,498
35	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	SRF DW 430430 (Eng. & Design Water RO Phase 1) - Estimated						
36	Total Annual Debt Service	$0	$29,268	$87,804	$87,804	$87,804	$87,804
37	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
38	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
39	Amount Allocated to Water System	$0	$29,268	$87,804	$87,804	$87,804	$87,804
40	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Other - Non-departmental						
41	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
42	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
43	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
44	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
45	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	TOTAL DEBT SERVICE - EXISTING DEBT						
46	Amount Allocated to Water System	$1,108,377	$1,244,334	$1,301,513	$1,299,366	$1,302,217	$1,301,253
47	Amount Allocated to Wastewater System	931,964	932,155	930,797	928,651	931,502	930,538
48	Total Annual Debt Service	$2,040,341	$2,176,489	$2,232,310	$2,228,017	$2,233,720	$2,231,791
49	Percent Allocated to Water System	54.32%	57.17%	58.30%	58.32%	58.30%	58.31%
50	Percent Allocated to Wastewater System	45.68%	42.83%	41.70%	41.68%	41.70%	41.69%
	PROPOSED DEBT SERVICE - ADDITIONAL DEBT [2]						
	Debt Proceeds (Anticipated) - Floridan Aquifer Test Well FA-1						
51	Annual Principal Payment	$0	$0	$94,736	$97,104	$99,532	$102,020
52	Annual Interest Payment	0	0	60,500	58,132	55,704	53,216
53	Total Annual Debt Service	$0	$0	$155,236	$155,236	$155,236	$155,236
54	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
55	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
56	Amount Allocated to Water System	$0	$0	$155,236	$155,236	$155,236	$155,236
57	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Debt Proceeds (Anticipated) - RO Construction Phase 1						
58	Annual Principal Payment	$0	$0	$0	$0	$523,006	$536,081
59	Annual Interest Payment	0	0	0	0	334,000	320,925
60	Total Annual Debt Service	$0	$0	$0	$0	$857,006	$857,006
61	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
62	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
63	Amount Allocated to Water System	$0	$0	$0	$0	$857,006	$857,006
64	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
	Debt Proceeds (Anticipated) - Future Debt Other Capital						
65	Annual Principal Payment	$0	$0	$0	$0	$0	$0
66	Annual Interest Payment	0	0	0	0	0	0
67	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
68	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
69	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
70	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
71	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
	Debt Proceeds (Anticipated) - Future Debt Other Capital						
72	Annual Principal Payment	$0	$0	$0	$0	$0	$0
73	Annual Interest Payment	0	0	0	0	0	0
74	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
75	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
76	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
77	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
78	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Debt Proceeds (Anticipated) - Future Debt Other Capital						
79	Annual Principal Payment	$0	$0	$0	$0	$0	$0
80	Annual Interest Payment	0	0	0	0	0	0
81	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
82	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
83	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
84	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
85	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
	TOTAL DEBT SERVICE - PROPOSED DEBT						
86	Amount Allocated to Water System	$0	$0	$155,236	$155,236	$1,012,242	$1,012,242
87	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Percent Allocated to Reclaimed Water System	0	0	0	0	0	0
88	Total Annual Debt Service	$0	$0	$155,236	$155,236	$1,012,242	$1,012,242
89	Percent Allocated to Water System	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%
90	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent Allocated to Reclaimed Water System	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
	TOTAL DEBT SERVICE - EXISTING AND PROPOSED						
91	Amount Allocated to Water System	$1,108,377	$1,244,334	$1,456,749	$1,454,602	$2,314,459	$2,313,495
92	Amount Allocated to Wastewater System	931,964	932,155	930,797	928,651	931,502	930,538
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
93	Total Annual Debt Service	$2,040,341	$2,176,489	$2,387,546	$2,383,253	$3,245,961	$3,244,033
94	Percent Allocated to Water System	54.32%	57.17%	61.01%	61.03%	71.30%	71.32%
95	Percent Allocated to Wastewater System	45.68%	42.83%	38.99%	38.97%	28.70%	28.68%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Footnotes:

[1] Payment schedules as provided by the City.

[2] Amounts as derived from Tables 12a.

Table 12a
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Debt Service Sizing and Payments

No.	Description	Percent	Amount
	Debt Proceeds (Anticipated) - Floridan Aquifer Test Well FA-1		
	Projects		
1	Water	100.0%	$2,340,000
2	Wastewater	0.0%	0
3	Principal Forgiveness	0.0%	0
4	Other	0.0%	0
5	Other	0.0%	0
6	Other	0.0%	0
7	Total Project Cost		$2,340,000
8	Issuance and Surety Costs		
9	Issuance Costs (%)	2.00%	$48,400
10	Bond Insurance	0.00%	0
11	Surety Costs (%)	0.00%	0
12	Underwriters Discount	0.00%	0
13	Total Issuance Costs	2.00%	$48,400
14	Capitalized Interest - CP Used	Yes	
15	Capitalized Interest 0.0	0.0 yr	29,250
16	Debt Service Reserve Requirement	0%	-
17	Principal Amount of Bonds (Rounded)		$2,420,000
18	Assumed Issue Date		October 1, 2020
19	Level Debt Service Payment		
20	Term-Years		20
21	Interest Rate		2.50%
22	First Year of Bond Term (Fiscal Year)		2021
23	First Year of Amortization (Fiscal Year)		2021
24	Interest Only Periods		-
25	Issue Month (Jan=1)		10
26	Principal Payment Month (Jan=1)		10
27	Annual Payment		$155,236

Amortization

Year	Start Bal	Principal	Interest	Cap Int	Payment	End Bal
2021	2,420,000	94,736	60,500	0	155,236	2,325,264
2022	2,325,264	97,104	58,132	0	155,236	2,228,159
2023	2,228,159	99,532	55,704	0	155,236	2,128,627
2024	2,128,627	102,020	53,216	0	155,236	2,026,607
2025	2,026,607	104,571	50,665	0	155,236	1,922,036
2026	1,922,036	107,185	48,051	0	155,236	1,814,851
2027	1,814,851	109,865	45,371	0	155,236	1,704,986
2028	1,704,986	112,611	42,625	0	155,236	1,592,375
2029	1,592,375	115,427	39,809	0	155,236	1,476,948
2030	1,476,948	118,312	36,924	0	155,236	1,358,636
2031	1,358,636	121,270	33,966	0	155,236	1,237,366
2032	1,237,366	124,302	30,934	0	155,236	1,113,064
2033	1,113,064	127,409	27,827	0	155,236	985,654
2034	985,654	130,595	24,641	0	155,236	855,060
2035	855,060	133,860	21,376	0	155,236	721,200
2036	721,200	137,206	18,030	0	155,236	583,994
2037	583,994	140,636	14,600	0	155,236	443,358
2038	443,358	144,152	11,084	0	155,236	299,206
2039	299,206	147,756	7,480	0	155,236	151,450
2040	151,450	151,450	3,786	0	155,236	0

Do Not Delete Lines - For Amortization Purposes

				2020	2021	2022	2023	2024
28	Commercial Paper Capitalized Interest Calculation							
29	Beginning Balance			$ -	$ -	$ -	$ -	$ -
30	Construction Fund Draw-down (Cannot Exceed 5 Fiscal Years)			2,340,000	-	-	-	-
31	Interest Cost		2.50%	29,250	-	-	-	-
32	Unadjusted Ending Balance			$2,369,250	$ -	$ -	$ -	$ -
33	Conversion to Conventional Financing		2020	2,369,250	-	-	-	-
34	Ending Balance for Interest Calculation			$ -	$ -	$ -	$ -	$ -

Table 12a
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Debt Service Sizing and Payments

No.	Description	Percent	Amount
	Debt Proceeds (Anticipated) - RO Construction Phase 1		
	Projects		
35	Water	100.0%	$12,790,000
36	Wastewater	0.0%	0
37	Other	0.0%	0
38	Other	0.0%	0
39	Other	0.0%	0
40	Other	0.0%	0
41	Total Projects		$12,790,000
42	Issuance and Surety Costs		
43	Issuance Costs (%)	2.00%	$267,200
44	Bond Insurance	0.00%	0
45	Surety Costs (%)	0.00%	0
46	Underwriters Discount	0.00%	0
47	Total Issuance Costs	2.00%	$267,200
48	Capitalized Interest - CP Used	Yes	
49	Capitalized Interest 0.0	0.0 yr	299,853
50	Debt Service Reserve Requirement		-
51	Principal Amount of Bonds (Rounded)		$13,360,000
52	Assumed Issue Date		October 1, 2022
53	Level Debt Service Payment		
54	Term-Years		20
55	Interest Rate		2.50%
56	First Year of Bond Term (Fiscal Year)		2023
57	First Year of Amortization (Fiscal Year)		2023
58	Interest Only Periods		-
59	Issue Month		10
60	Principal Payment Month		10
61	Annual Payment		$857,006

Amortization

Year	Start Bal	Principal	Interest	Cap Int	Payment	End Bal
2023	13,360,000	523,006	334,000	0	857,006	12,836,994
2024	12,836,994	536,081	320,925	0	857,006	12,300,914
2025	12,300,914	549,483	307,523	0	857,006	11,751,431
2026	11,751,431	563,220	293,786	0	857,006	11,188,211
2027	11,188,211	577,300	279,705	0	857,006	10,610,911
2028	10,610,911	591,733	265,273	0	857,006	10,019,178
2029	10,019,178	606,526	250,479	0	857,006	9,412,651
2030	9,412,651	621,689	235,316	0	857,006	8,790,962
2031	8,790,962	637,232	219,774	0	857,006	8,153,731
2032	8,153,731	653,162	203,843	0	857,006	7,500,568
2033	7,500,568	669,491	187,514	0	857,006	6,831,077
2034	6,831,077	686,229	170,777	0	857,006	6,144,848
2035	6,144,848	703,384	153,621	0	857,006	5,441,464
2036	5,441,464	720,969	136,037	0	857,006	4,720,495
2037	4,720,495	738,993	118,012	0	857,006	3,981,501
2038	3,981,501	757,468	99,538	0	857,006	3,224,033
2039	3,224,033	776,405	80,601	0	857,006	2,447,628
2040	2,447,628	795,815	61,191	0	857,006	1,651,813
2041	1,651,813	815,710	41,295	0	857,006	836,103
2042	836,103	836,103	20,903	0	857,006	0

Do Not Delete Lines - For Amortization Purposes

62	Commercial Paper Capitalized Interest Calculation		2021	2022	2023	2024	2025
63	Beginning Balance		$ -	$ 5,599,125	$ -	$ -	$ -
64	Construction Fund Draw-down (Cannot Exceed 5 Fiscal Years)		5,530,000	7,260,000	-	-	-
65	Interest Cost	2.50%	69,125	230,728	-	-	-
66	Unadjusted Ending Balance		$5,599,125	$13,089,853	$ -	$ -	$ -
67	Conversion to Conventional Financing	2022	-	13,089,853	-	-	-
68	Ending Balance for Interest Calculation		$ 5,599,125	$ -	$ -	$ -	$ -

Table 13
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Transfer to Renewal and Replacement Fund

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	TRANSFER TO RENEWAL & REPLACEMENT FUND						
	Gross Revenues (Previous Year)						
	Existing Rate Revenue						
1	Water Rate Revenues	$5,930,607	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814
2	Wastewater Rate Revenues	5,147,398	5,436,712	5,681,364	5,767,419	5,853,473	5,939,528
3	Total Rate Revenues	11,078,005	11,524,903	12,195,728	12,299,933	12,404,137	12,508,342
4	Other Water Operating Revenue and Interest Income	56,531	77,044	73,527	70,190	71,131	75,109
5	Other Wastewater Operating Revenue and Interest Income	144,910	187,956	211,848	208,185	209,244	211,266
6	Total Other Income	201,440	265,000	285,375	278,375	280,375	286,375
7	Total Revenue at Existing Rates	$11,279,445	$11,789,903	$12,481,103	$12,578,308	$12,684,512	$12,794,717
8	Additional Water Rate Revenue from Rate Increases	0	0	0	130,650	264,633	402,084
9	Additional Wastewater Rate Revenue from Rate Increases	0	0	0	115,348	236,511	363,591
10	Total Gross Revenue	$11,279,445	$11,789,903	$12,481,103	$12,824,307	$13,185,657	$13,560,392
	Renewal and Replacement Fund						
11	Average Funding Requirement [1]	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
12	Minimum Funding Requirement	563,972	589,495	624,055	641,215	659,283	678,020
13	Total Deposit	$563,972	$589,495	$624,055	$641,215	$659,283	$678,020
	Allocation of Transfer to Renewal & Replacement Fund						
14	Water System Allocation	53.08%	52.29%	52.78%	52.50%	52.23%	51.96%
15	Wastewater System Allocation	46.92%	47.71%	47.22%	47.50%	47.77%	48.04%
16	Water Deposit	$299,357	$308,262	$329,395	$336,668	$344,321	$352,300
17	Average Funding Requirement [1]	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
18	Wastewater Deposit	$264,615	$281,233	$294,661	$304,548	$314,961	$325,719
19	Average Funding Requirement [1]	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
20	Estimated Ending Balance [2]	$900,000	$989,495	$995,550	$1,000,766	$1,004,048	$1,006,068

Footnotes:

[1] Transfer a minimum of five (5) percent of previous years gross revenues into the renewal and replacements fund until the minimum requirement of $1,000,000 as set forth in the bond indenture.

[2] Estimated based on a Flow of Funds Analysis.

Table 14
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Intragovernmental Transfer

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	INTRAGOVERNMENTAL TRANSFER						
	Gross Revenues (Current Year)						
	Existing Rate Revenue						
1	Water Rate Revenues	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
2	Wastewater Rate Revenues	5,436,712	5,681,364	5,767,419	5,853,473	5,939,528	6,025,582
3	Total Rate Revenues	11,524,903	12,195,728	12,299,933	12,404,137	12,508,342	12,612,546
4	Other Water Operating Revenue and Interest Income	77,044	73,527	70,190	71,131	75,109	75,503
5	Other Wastewater Operating Revenue and Interest Income	187,956	211,848	208,185	209,244	211,266	211,872
6	Total Other Income	265,000	285,375	278,375	280,375	286,375	287,375
7	Total Revenue at Existing Rates	$11,789,903	$12,481,103	$12,578,308	$12,684,512	$12,794,717	$12,899,921
8	Additional Water Rate Revenue from Rate Increases	0	0	130,650	264,633	402,084	543,003
9	Additional Wastewater Rate Revenue from Rate Increases	0	0	115,348	236,511	363,591	496,688
10	Total Gross Revenue	$11,789,903	$12,481,103	$12,824,307	$13,185,657	$13,560,392	$13,939,612
	Intragovernmental Transfer						
11	Average Funding Requirement	6%	6%	6%	6%	6%	6%
12	Minimum Funding Requirement	$707,394	$748,866	$769,458	$791,139	$813,624	$836,377
	Additional Deposits						
13	Transfer to CRA	0	0	0	0	0	0
14	Other Deposits	0	0	0	0	0	0
15	Total Additional Deposit Requests	0	0	0	0	0	0
16	Total Intragovernmental Transfer	$707,394	$748,866	$769,458	$791,139	$813,624	$836,377
	Allocation of Intragovernmental Transfer						
17	Water System Allocation	52.29%	52.78%	52.50%	52.23%	51.96%	51.69%
18	Wastewater System Allocation	47.71%	47.22%	47.50%	47.77%	48.04%	48.31%
19	Water Transfer	$369,914	$395,273	$404,001	$413,185	$422,761	$432,328
20	Wastewater Transfer	$337,480	$353,593	$365,457	$377,954	$390,863	$404,049

Table 15
City of Stuart
Updated Water and Wastewater Financial Forecast

Combined Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
1	Operating Expenses	$7,115,256	$7,756,939	$7,993,946	$8,239,605	$8,769,291	$9,040,367
2	Plus Allowance for Rebate	0	0	0	0	0	0
3	Total Operating Expenses	$7,115,256	$7,756,939	$7,993,946	$8,239,605	$8,769,291	$9,040,367
	Other Revenue Requirements						
	Debt Service						
4	Existing Debt Service	$2,040,341	$2,176,489	$2,232,310	$2,228,017	$2,233,720	$2,231,791
5	Proposed Debt Service	0	0	155,236	155,236	1,012,242	1,012,242
	Less:						
6	Amount Paid by Impact Fees	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)
7	Total Debt Service	$1,862,341	$1,998,489	$2,209,546	$2,205,253	$3,067,961	$3,066,033
8	Transfer to Renewals & Replacement Fund	$563,972	$589,495	$624,055	$641,215	$659,283	$678,020
9	Capital Funded from Rates	303,000	673,000	52,000	54,000	54,000	56,000
10	Investment in Sewer Expansion Project from Fees	452,858	949,020	801,495	558,808	661,037	763,266
11	Intragovernmental Transfers	707,394	748,866	769,458	791,139	813,624	836,377
12	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
13	Total Other Revenue Requirements	$3,889,565	$4,958,870	$4,456,554	$4,250,416	$5,255,906	$5,399,696
14	Gross Revenue Requirements	$11,004,821	$12,715,809	$12,450,500	$12,490,021	$14,025,196	$14,440,062
	Less Income and Funds from Other Sources						
15	Other Operating Revenue (Including Reclaimed Water Sales)	$204,000	$231,375	$231,375	$231,375	$231,375	$231,375
16	Other Revenues and Transfers	66,500	45,000	5,000	5,000	5,000	5,000
17	Revenues from Operating Sewer Expansion Fees	452,858	449,020	501,495	558,808	661,037	763,266
18	Unrestricted Interest Income	61,000	54,000	47,000	49,000	55,000	56,000
19	Sub-total Income and Funds from Other Sourtces	$784,358	$779,395	$784,870	$844,183	$952,412	$1,055,641
20	Net Revenue Requirements	$10,220,463	$11,936,414	$11,665,630	$11,645,837	$13,072,784	$13,384,421
	Revenue from Water and Wastewater Rates						
21	Existing Retail Rate Revenue	$11,524,903	$12,195,728	$12,299,933	$12,404,137	$12,508,342	$12,612,546
22	Prior Year Rate Adjustments	0	0	0	248,100	505,400	772,000
23	Total Rate Revenue Before Current Year Adjustment	$11,524,903	$12,195,728	$12,299,933	$12,652,237	$13,013,742	$13,384,546
24	Total Revenue from Current Year Adjustments	$0	$0	$245,999	$253,045	$260,275	$267,691
25	Total Revenue from Rates	$11,524,903	$12,195,728	$12,545,932	$12,905,282	$13,274,017	$13,652,237
25	**Projected Surplus/(Deficiency)**	$1,304,440	$259,314	$880,301	$1,259,445	$201,233	$267,816
26	Surplus/(Deficiency) - Percent of Rate Revenues	11.32%	2.13%	7.02%	9.76%	1.52%	1.96%

Table 15
City of Stuart
Updated Water and Wastewater Financial Forecast

Combined Revenue Requirements

		Implemented Rates		Adopted Rates		Projected Rates	
	Proposed Annual Increases (system-wide)	2019	2020	2021	2022	2023	2024
27	Water System (Includes Indexing Provision)	7.0%	7.0%	2.0%	2.0%	2.0%	2.0%
28	Wastewater System (Includes Indexing Provision)	3.0%	3.0%	2.0%	2.0%	2.0%	2.0%
29	Effective	Oct. 1	Oct. 1	Oct. 1	Oct. 1	Oct. 1	Oct. 1

		Projected Fiscal Year Ending September 30,					
	Proposed Year-end Cash Balances	2019	2020	2021	2022	2023	2024
30	Operating Fund	$9,079,098	$6,892,079	$6,090,714	$7,350,158	$7,551,391	$7,819,207
31	Renewal and Replacement Fund	900,000	989,495	995,550	1,000,766	1,004,048	1,006,068
32	Availability Fee Fund	2,803,203	1,858,524	2,064,783	2,279,957	2,528,090	2,809,182
33	Total Year-end Cash	$12,782,301	$9,740,098	$9,151,047	$10,630,881	$11,083,530	$11,634,456
34	Operating Days of Operating Expenses - Min.	90	90	90	90	90	90
35	Operating Days of Operating Expenses - Calculated	466	324	278	326	314	316

Footnotes:
[1] Amounts derived from Tables 16 and 17.

Table 16
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
1	Operating Expenses [1]	$4,025,239	$4,383,443	$4,510,448	$4,641,764	$5,052,566	$5,200,880
2	Plus Allowance for Rebate	0	0	0	0	0	0
3	Total Operating Expenses	$4,025,239	$4,383,443	$4,510,448	$4,641,764	$5,052,566	$5,200,880
	Other Revenue Requirements						
	Debt Service [2]						
4	Existing Debt Service	$1,108,377	$1,244,334	$1,301,513	$1,299,366	$1,302,217	$1,301,253
5	Proposed Debt Service	0	0	155,236	155,236	1,012,242	1,012,242
	Less:						
6	Amount Paid by Impact Fees	0	0	0	0	0	0
7	Total Debt Service	$1,108,377	$1,244,334	$1,456,749	$1,454,602	$2,314,459	$2,313,495
8	Transfer to Renewals & Replacement Fund [3]	$299,357	$308,262	$329,395	$336,668	$344,321	$352,300
9	Capital Funded from Rates [4]	273,000	84,000	26,000	27,000	27,000	28,000
10	Investment in Sewer Expansion Project	0	0	0	0	0	0
11	Intragovernmental Transfers	369,914	395,273	404,001	413,185	422,761	432,328
12	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
13	Total Other Revenue Requirements	$2,050,648	$2,031,869	$2,216,144	$2,231,455	$3,108,541	$3,126,124
14	Gross Revenue Requirements	$6,075,887	$6,415,313	$6,726,593	$6,873,220	$8,161,107	$8,327,004
	Less Income and Funds from Other Sources						
15	Other Operating Revenue [5]	$45,500	$45,500	$45,500	$45,500	$45,500	$45,500
16	Other Revenues and Transfers [5]	33,250	22,500	2,500	2,500	2,500	2,500
17	Revenues from Operating Sewer Expansion Fees	0	0	0	0	0	0
18	Unrestricted Interest Income [6]	31,544	28,027	24,690	25,631	29,609	30,003
19	Sub-total Income and Funds from Other Sourtces	$110,294	$96,027	$72,690	$73,631	$77,609	$78,003
20	Net Revenue Requirements	$5,965,593	$6,319,286	$6,653,903	$6,799,589	$8,083,498	$8,249,001
	Revenue from Water Rates						
21	Existing Retail Rate Revenue [7]	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
22	Prior Year Rate Adjustments	0	0	0	131,000	265,400	403,200
23	Total Rate Revenue Before Current Year Adjustment	$6,088,191	$6,514,364	$6,532,514	$6,681,664	$6,834,214	$6,990,164
	System-wide Rate Adjustments	Implemented Rates		Adopted Rates		Projected Rates	
24	Current Year Rate Adjustment	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
25	% of Current Year Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
26	Total Revenue from Current Year Adjustments	$0	$0	$130,650	$133,633	$136,684	$139,803
27	Cumulative Rate Adjustments (Excluding Surcharges)	0.00%	0.00%	2.00%	4.04%	6.12%	8.24%
28	Total Revenue from Rates	$6,088,191	$6,514,364	$6,663,164	$6,815,297	$6,970,898	$7,129,967
29	**Projected Surplus/(Deficiency)**	$122,598	$195,078	$9,262	$15,708	($1,112,600)	($1,119,034)
30	Surplus/(Deficiency) - Percent of Rate Revenues	2.01%	2.99%	0.14%	0.23%	(15.96%)	(15.69%)

Footnotes continued on the following page.

Table 16
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Revenue Requirements

Footnotes:

[1] Amounts derived from Table 8.

[2] Amounts derived from Table 12.

[3] Amounts derived from Table 13.

[4] Amounts derived from Table 11 to pay for capital equipment, improvements and extensions as follows:.

	Fiscal Year Ending September 30,					
	2019	2020	2021	2022	2023	2024
Revenues to Fund Vehicles, Equipment & Other Capital Outlay	$273,000	$84,000	$26,000	$27,000	$27,000	$28,000
Revenues to other Lawful Capital Expenditures	0	0	0	0	0	0
Total Capital Funded from Rates	$273,000	$84,000	$26,000	$27,000	$27,000	$28,000

[5] Amounts based on Budget.

[6] Amounts estimated based on the cash flows anticipated for the forecast period.

[7] Amounts derived from Table 3, which includes adopted rates through FY20 that have been implemented.

Table 17
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
1	Operating Expenses [1]	$3,090,017	$3,373,496	$3,483,498	$3,597,840	$3,716,725	$3,839,487
2	Plus Allowance for Rebate	0	0	0	0	0	0
3	Total Operating Expenses	$3,090,017	$3,373,496	$3,483,498	$3,597,840	$3,716,725	$3,839,487
	Other Revenue Requirements						
	Debt Service [2]						
4	Existing Debt Service	$931,964	$932,155	$930,797	$928,651	$931,502	$930,538
5	Proposed Debt Service	0	0	0	0	0	0
	Less:						
6	Amount Paid by Impact Fees	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)
7	Total Debt Service	$753,964	$754,155	$752,797	$750,651	$753,502	$752,538
8	Transfer to Renewals & Replacement Fund [3]	$264,615	$281,233	$294,661	$304,548	$314,961	$325,719
9	Capital Funded from Rates [4]	30,000	589,000	26,000	27,000	27,000	28,000
10	Investment in Sewer Expansion Project from Fees	452,858	949,020	801,495	558,808	661,037	763,266
11	Intragovernmental Transfers	337,480	353,593	365,457	377,954	390,863	404,049
12	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
13	Total Other Revenue Requirements	$1,838,917	$2,927,001	$2,240,410	$2,018,961	$2,147,364	$2,273,572
14	Gross Revenue Requirements	$4,928,933	$6,300,496	$5,723,907	$5,616,801	$5,864,089	$6,113,059
	Less Income and Funds from Other Sources						
15	Other Operating Revenue (Including Reclaimed Water Sales) [5]	$158,500	$185,875	$185,875	$185,875	$185,875	$185,875
16	Other Revenues and Transfers [5]	33,250	22,500	2,500	2,500	2,500	2,500
17	Revenues from Operating Sewer Expansion Fees [6]	452,858	449,020	501,495	558,808	661,037	763,266
18	Unrestricted Interest Income [7]	29,456	25,973	22,310	23,369	25,391	25,997
19	Sub-total Income and Funds from Other Sourtces	$674,064	$683,368	$712,179	$770,553	$874,803	$977,639
20	Net Revenue Requirements	$4,254,870	$5,617,128	$5,011,728	$4,846,248	$4,989,286	$5,135,420
	Revenue from Wastewater Rates						
21	Existing Retail Rate Revenue [8]	$5,436,712	$5,681,364	$5,767,419	$5,853,473	$5,939,528	$6,025,582
22	Prior Year Rate Adjustments	0	0	0	117,100	240,000	368,800
23	Total Rate Revenue Before Current Year Adjustment	$5,436,712	$5,681,364	$5,767,419	$5,970,573	$6,179,528	$6,394,382
	Current Year Rate Adjustments	Implemented Rates		Adopted Rates		Projected Rates	
24	Current Year Rate Adjustment	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
25	% of Current Year Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
26	Total Revenue from Current Year Adjustments	$0	$0	$115,348	$119,411	$123,591	$127,888
27	Cumulative Rate Adjustments (Excluding Surcharges)	0.00%	0.00%	2.00%	4.04%	6.12%	8.24%
28	Total Revenue from Rates	$5,436,712	$5,681,364	$5,882,767	$6,089,984	$6,303,119	$6,522,270
29	**Projected Surplus/(Deficiency)**	$1,181,842	$64,236	$871,040	$1,243,736	$1,313,833	$1,386,850
30	Surplus/(Deficiency) - Percent of Rate Revenues	21.74%	1.13%	14.81%	20.42%	20.84%	21.26%

Footnotes continued on the following page.

Table 17
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Revenue Requirements

Footnotes:

[1] Amounts derived from Table 9.

[2] Amounts derived from Table 12.

[3] Amounts derived from Table 13.

[4] Amounts derived from Table 11 to pay for capital equipment, improvements and extensions as follows:.

	Fiscal Year Ending September 30,					
	2019	2020	2021	2022	2023	2024
Revenues to Fund Vehicles, Equipment & Other Capital Outlay	$30,000	$89,000	$26,000	$27,000	$27,000	$28,000
Revenues to other Lawful Capital Expenditures	0	500,000	0	0	0	0
Total Capital Funded from Rates	$30,000	$589,000	$26,000	$27,000	$27,000	$28,000

[5] Amounts based on Budget.

[6] Amounts derived from Table 1.

[7] Amounts estimated based on the cash flows anticipated for the forecast period.

[8] Amounts derived from Table 3, which includes adopted rates through FY20 that have been implemented.

Table 18
City of Stuart
Water & Wastewater Rate Study

Projected Available Fund Balances and Interest Earnings

Line No.	Description		For the Fiscal Years Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	OPERATING FUND	(U)						
1	Beginning Balance		$9,752,681	$9,079,098	$6,892,079	$6,090,714	$7,350,158	$7,551,391
2	Transfers In - Rate Revenues		11,524,903	12,195,728	12,545,932	12,905,282	13,274,017	13,652,237
3	Transfers In - Other		0	0	0	0	0	0
4	Transfers Out - Net Revenue Requirements		10,220,463	11,936,414	11,665,630	11,645,837	13,072,784	13,384,421
5	Transfers Out - Capital Improvements		409,000	2,446,333	1,681,667	0	0	0
6	Transfers In (Out) - To Balance		(1,569,023)	0	0	0	0	0
7	End of Year Transfers In (Out)		0	0	0	0	0	0
8	Interest Rate		0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
9	Interest Income		47,000	40,000	32,000	34,000	37,000	38,000
10	Recognition of Interest Earnings in Revenue Requirements		47,000	40,000	32,000	34,000	37,000	38,000
11	Ending Balance		$9,079,098	$6,892,079	$6,090,714	$7,350,158	$7,551,391	$7,819,207
12	Percent Allocable to Water System		52.83%	53.42%	53.11%	52.81%	52.52%	52.23%
13	Amount Allocable to Water System		$24,828	$21,366	$16,995	$17,955	$19,431	$19,846
14	Amount Allocable to Wastewater System		$22,172	$18,634	$15,005	$16,045	$17,569	$18,154
	CUSTOMER DEPOSITS	(R)						
15	Beginning Balance		$675,191	$689,153	$689,153	$689,153	$689,153	$689,153
16	Transfers In		13,962	0	0	0	0	0
17	Transfers Out		0	0	0	0	0	0
18	Interest Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
19	Interest Income		0	0	0	0	0	0
20	Recognition of Interest Earnings in Revenue Requirements		0	0	0	0	0	0
21	Ending Balance		$689,153	$689,153	$689,153	$689,153	$689,153	$689,153
22	Percent Allocable to Water System		63.18%	63.18%	63.18%	63.18%	63.18%	63.18%
23	Amount Allocable to Water System		$0	$0	$0	$0	$0	$0
24	Amount Allocable to Wastewater System		$0	$0	$0	$0	$0	$0
	SINKING FUND	(U)						
	Sinking Fund Deposit:							
25	Existing Debt		$2,040,341	$2,176,489	$2,232,310	$2,228,017	$2,233,720	$2,231,791
26	Proposed Debt		0	0	155,236	155,236	1,012,242	1,012,242
27	Average Balance		$1,020,171	$1,088,244	$1,193,773	$1,191,627	$1,622,981	$1,622,017
28	Interest Rate		0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
29	Interest Income		$5,000	$5,000	$6,000	$6,000	$8,000	$8,000
30	Recognition of Interest Earnings in Revenue Requirements		5,000	5,000	6,000	6,000	8,000	8,000
31	Percent Allocable to Water System		54.32%	57.17%	61.01%	61.03%	71.30%	71.32%
32	Amount Allocable to Water System		$3,000	$3,000	$4,000	$4,000	$6,000	$6,000
33	Amount Allocable to Wastewater System		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
	RENEWAL & REPLACEMENT INVESTMENT	(U)						
34	Beginning Balance		$900,000	$900,000	$989,495	$995,550	$1,000,766	$1,004,048
35	Transfers In		563,972	589,495	624,055	641,215	659,283	678,020
36	Transfers In (Out) - To Balance		(243,972)	0	0	0	0	0
37	Transfers Out		320,000	500,000	618,000	636,000	656,000	676,000
38	Interest Rate		0.75%	0.75%	0.75%	0.75%	0.75%	0.75%
39	Interest Income		7,000	7,000	7,000	7,000	8,000	8,000
40	Recognition of Interest Earnings in Revenue Requirements		7,000	7,000	7,000	7,000	8,000	8,000
41	Ending Balance		$900,000	$989,495	$995,550	$1,000,766	$1,004,048	$1,006,068
42	Percent Allocable to Water System		53.08%	52.29%	52.78%	52.50%	52.23%	51.96%
43	Amount Allocable to Water System		$3,716	$3,660	$3,695	$3,675	$4,178	$4,157
44	Amount Allocable to Wastewater System		$3,284	$3,340	$3,305	$3,325	$3,822	$3,843

Projected Available Fund Balances and Interest Earnings

Line No.	Description	For the Fiscal Years Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	SEWER EXPANSION CONSTRUCTION FUND (R)						
45	Beginning Balance	$610,016	$406,198	$525,218	$567,713	$343,521	$196,558
46	Transfers In - Sewer Availability Fees	0	0	0	0	0	0
47	Transfers In (Out) - To Balance	(159,676)	0	0	0	0	0
48	Transfers In - Operations (Includes Existing & Future Install	452,858	949,020	801,495	558,808	661,037	763,266
49	Transfers Out	500,000	832,000	762,000	785,000	809,000	833,000
50	Arbitrage Interest Rate	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
51	Interest Income (3)	3,000	2,000	3,000	2,000	1,000	1,000
52	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0	0
53	Ending Balance	$406,198	$525,218	$567,713	$343,521	$196,558	$127,824
54	Percent Allocable to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
55	Amount Allocable to Water System	$0	$0	$0	$0	$0	$0
56	Amount Allocable to Wastewater System	$3,000	$2,000	$3,000	$2,000	$1,000	$1,000
	SRF RESERVE (R)						
57	Beginning Balance	$181,838	$181,838	$181,838	$181,838	$181,838	$181,838
58	Transfers In	0	0	0	0	0	0
59	Transfers Out	0	0	0	0	0	0
60	Interest Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
61	Interest Income	2,000	2,000	2,000	2,000	2,000	2,000
62	Recognition of Interest Earnings in Revenue Requirements	2,000	2,000	2,000	2,000	2,000	2,000
63	Ending Balance	$181,838	$181,838	$181,838	$181,838	$181,838	$181,838
64	Percent Allocable to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
65	Amount Allocable to Water System	$0	$0	$0	$0	$0	$0
66	Amount Allocable to Wastewater System	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
	WATER AVAILABILTY FEES (R)						
67	Beginning Balance	$2,074,087	$2,340,890	$1,430,387	$1,542,037	$1,654,687	$1,768,337
68	Transfers In	96,650	96,650	96,650	96,650	96,650	96,650
69	Transfers Out	150,000	728,000	0	0	0	0
70	Transfers In (Out) - Estimated Carryover	298,153	(298,153)	0	0	0	0
71	Interest Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
72	Interest Income	22,000	19,000	15,000	16,000	17,000	18,000
73	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0	0
74	Ending Balance	$2,340,890	$1,430,387	$1,542,037	$1,654,687	$1,768,337	$1,882,987
75	Percent Allocable to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
76	Amount Allocable to Water System	$22,000	$19,000	$15,000	$16,000	$17,000	$18,000
77	Amount Allocable to Wastewater System	$0	$0	$0	$0	$0	$0
	SEWER AVAILABILTY FEES (R)						
78	Beginning Balance	$293,815	$462,313	$428,137	$522,746	$625,270	$759,753
79	Transfers In	104,600	104,600	104,600	104,600	104,600	104,600
80	Transfers In - Other	0	0	0	0	0	0
81	Transfers In - Sewer Expansion Fees (Existing & Future)	137,142	135,980	163,009	169,924	200,883	231,842
82	Transfers Out	178,000	178,000	178,000	178,000	178,000	178,000
83	Transfer Out - Sewer Expansion Project	0	0	0	0	0	0
84	Transfers Out - Sewer Incentive Credits	0	0	0	0	0	0
85	Transfers In (Out) - Estimated Carryover	100,756	(100,756)	0	0	0	0
86	Interest Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
87	Interest Income	4,000	4,000	5,000	6,000	7,000	8,000
88	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0	0
89	Ending Balance	$462,313	$428,137	$522,746	$625,270	$759,753	$926,195
90	Percent Allocable to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
91	Amount Allocable to Water System	0	0	0	0	0	0
92	Amount Allocable to Wastewater System	4,000	4,000	5,000	6,000	7,000	8,000

Projected Available Fund Balances and Interest Earnings

Line No.	Description	For the Fiscal Years Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	INTEREST INCOME						
	Unrestricted						
93	Water System	$31,544	$28,027	$24,690	$25,631	$29,609	$30,003
94	Wastewater System	29,456	25,973	22,310	23,369	25,391	25,997
95	Total	$61,000	$54,000	$47,000	$49,000	$55,000	$56,000
	Availability Fees						
96	Water System	$22,000	$19,000	$15,000	$16,000	$17,000	$18,000
97	Wastewater System	4,000	4,000	5,000	6,000	7,000	8,000
98	Total	$26,000	$23,000	$20,000	$22,000	$24,000	$26,000
	Sewer Expansion Construction Fund						
99	Water System	$0	$0	$0	$0	$0	$0
100	Wastewater System	3,000	2,000	3,000	2,000	1,000	1,000
101	Total	$3,000	$2,000	$3,000	$2,000	$1,000	$1,000
	TOTAL INTEREST INCOME						
102	Water System	$53,544	$47,027	$39,690	$41,631	$46,609	$48,003
103	Wastewater System	36,456	31,973	30,310	31,369	33,391	34,997
104	Total	$90,000	$79,000	$70,000	$73,000	$80,000	$83,000

Notes:
[1] (U) = Interest Earnings unrestricted, assumed available to meet system expenditure requirements
(R) = Interest Earnings restricted, assumed not available to meet system expenditure requirements

	$90,000	$79,000	$70,000	$73,000	$80,000	$83,000

	Audit	Preliminary	
Total Above	$14,487,628	$14,059,490	
Sinking Fund	$174,857	$176,183	
Total	$14,662,485	$14,235,673	
Balance Sheet	$14,662,485	$14,235,673	<= Reconciled 11/03/2019, MMH
Reconciled	$0	$0	

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	PROJECTED NET REVENUES						
	Gross Revenues						
	Sales Revenues						
1	Water - Existing Rate Revenues	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
2	Wastewater - Existing Rate Revenues	5,436,712	5,681,364	5,767,419	5,853,473	5,939,528	6,025,582
3	Additional Rate Revenues - Water System	0	0	130,650	264,633	402,084	543,003
4	Additional Rate Revenues - Wastewater System	0	0	115,348	236,511	363,591	496,688
5	Total	$11,524,903	$12,195,728	$12,545,932	$12,905,282	$13,274,017	$13,652,237
6	Other Operating Revenue	204,000	231,375	231,375	231,375	231,375	231,375
7	Unrestricted Interest Income	61,000	54,000	47,000	49,000	55,000	56,000
8	Total Gross Revenues (Excluding Operating Sewer Expansion Fee	$11,789,903	$12,481,103	$12,824,307	$13,185,657	$13,560,392	$13,939,612
	Operating Expenses						
9	Water System	$4,025,239	$4,383,443	$4,510,448	$4,641,764	$5,052,566	$5,200,880
10	Wastewater System	3,090,017	3,373,496	3,483,498	3,597,840	3,716,725	3,839,487
11	Plus Allowance for Rebate	0	0	0	0	0	0
12	Less Contra Expense	(50,500)	(40,000)	0	0	0	0
13	Total Operating Expenses	$7,064,756	$7,716,939	$7,993,946	$8,239,605	$8,769,291	$9,040,367
14	**Net Revenues (Excluding Operating Sewer Expansion Fees)**	$4,725,147	$4,764,164	$4,830,361	$4,946,052	$4,791,101	$4,899,245
15	Operating Sewer Expansion Fees Revenues	$452,858	$449,020	$501,495	$558,808	$661,037	$763,266
16	**Net Revenues (Including Operating Sewer Expansion Fees)**	$5,178,005	$5,213,184	$5,331,855	$5,504,861	$5,452,138	$5,662,511
17	**Total System Debt Service (Senior & Junior Lien Debt)**	$2,040,341	$2,176,489	$2,387,546	$2,383,253	$3,245,961	$3,244,033

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	Projected Debt Service Coverage (Senior & Junior Lien Debt)						
	Excluding Operating Sewer Expansion Fees Revenues						
18	Coverage - Calculated	232%	219%	202%	208%	148%	151%
	Including Operating Sewer Expansion Fees Revenues						
19	Coverage - Calculated	254%	240%	223%	231%	168%	175%
	Projected Debt Service Coverage (Senior Lien Debt Only) [2]						
	Senior Lien Debt Service						
20	Series 2003 Bonds (Unrefunded)	$0	$0	$0	$0	$0	$0
21	Series 2006 Refunding Notes	342,426	343,289	343,378	343,254	948,090	946,382
22	Series 2007A Refunding Notes	785,938	785,080	783,083	778,883	178,902	179,041
23	Series 2011 Refunding Notes	379,455	379,832	379,025	379,057	379,904	379,544
24	Total Senior Lien Debt Service	$1,507,819	$1,508,201	$1,505,486	$1,501,193	$1,506,896	$1,504,967
	Excluding Operating Sewer Expansion Fees Revenues						
25	Coverage - Calculated	313%	316%	321%	329%	318%	326%
26	Coverage - Minimum Required	110%	110%	110%	110%	110%	110%
	Including Operating Sewer Expansion Fees Revenues						
27	Coverage - Calculated	343%	346%	354%	367%	362%	376%
28	Coverage - Minimum Required	110%	110%	110%	110%	110%	110%

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	Projected Debt Service Coverage (Junior Lien Debt Only) [3]						
29	Total Senior Lien Debt Service (Including Coverage)	$1,658,601	$1,659,021	$1,656,035	$1,651,313	$1,657,585	$1,655,464
30	Plus Availability Fee Revenues (Including Interest Income)	$364,392	$360,230	$384,259	$393,174	$426,133	$459,092
31	**Net Revenues (Excluding Operating Sewer Expansion Fees)**	$3,430,939	$3,465,373	$3,558,585	$3,687,914	$3,559,648	$3,702,873
32	**Net Revenues (Including Operating Sewer Expansion Fees)**	$3,883,797	$3,914,393	$4,060,079	$4,246,722	$4,220,686	$4,466,139
	Junior Lien Debt Service (SRF Loans)						
33	SRF WW 430400 (Reclaimed Water Transmission Main)	$178,054	$178,054	$178,054	$178,054	$178,054	$178,054
34	SRF DW 430410 (Water Line and Meter Replacements)	354,468	354,468	354,468	354,468	354,468	354,468
35	SRF DW 430420 (Water System Anion Exchange)	0	106,498	106,498	106,498	106,498	106,498
36	SRF DW 430430 (Eng. & Design Water RO Phase 1) - Estimated	0	29,268	87,804	87,804	87,804	87,804
37	Debt Proceeds (Anticipated) - Floridan Aquifer Test Well FA-1	0	0	155,236	155,236	155,236	155,236
38	Debt Proceeds (Anticipated) - RO Construction Phase 1	0	0	0	0	857,006	857,006
39	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	0	0	0	0	0
40	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	0	0	0	0	0
41	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	0	0	0	0	0
42	Total Junior Lien Debt Service	$532,522	$668,288	$882,060	$882,060	$1,739,066	$1,739,066
	Excluding Operating Sewer Expansion Fees Revenues						
43	Coverage - Calculated	644%	519%	403%	418%	205%	213%
44	Coverage - Minimum Required	115%	115%	115%	115%	115%	115%
	Including Operating Sewer Expansion Fees Revenues						
45	Coverage - Calculated	729%	586%	460%	481%	243%	257%
46	Coverage - Minimum Required	115%	115%	115%	115%	115%	115%

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	OTHER LAWFUL SOURCES AND USES OF FUNDS						
	Sources of Cash						
47	Other Revenues and Transfers	$16,000	$5,000	$5,000	$5,000	$5,000	$5,000
	Operating Sewer Expansion Fees Revenues	452,858	449,020	501,495	558,808	661,037	763,266
48	Availability Fees used to Pay Debt Service	178,000	178,000	178,000	178,000	178,000	178,000
49	Total Sources of Cash	$646,858	$632,020	$684,495	$741,808	$844,037	$946,266
	Uses of cash						
50	Transfer to Renewals and Replacements Fund	$563,972	$589,495	$624,055	$641,215	$659,283	$678,020
51	Capital Funded from Rates	303,000	673,000	52,000	54,000	54,000	56,000
52	Intragovernmental Transfers	452,858	949,020	801,495	558,808	661,037	763,266
53	Investment in Sewer Expansion Project	707,394	748,866	769,458	791,139	813,624	836,377
54	Total Uses of Cash	$2,027,224	$2,960,381	$2,247,008	$2,045,163	$2,187,944	$2,333,663
	NET CASH FLOW						
55	Net Revenues Available for Debt Service	$4,725,147	$4,764,164	$4,830,361	$4,946,052	$4,791,101	$4,899,245
56	Less Annual Debt Service Payments	(2,040,341)	(2,176,489)	(2,387,546)	(2,383,253)	(3,245,961)	(3,244,033)
57	Net Amount Available from Rates for Other Purposes	$2,684,806	$2,587,675	$2,442,815	$2,562,799	$1,545,139	$1,655,212
58	Plus Other Sources of Cash	646,858	632,020	684,495	741,808	844,037	946,266
59	Less Other Uses of Cash	(2,027,224)	(2,960,381)	(2,247,008)	(2,045,163)	(2,187,944)	(2,333,663)
60	Total Net Cash Flow - Increases to Cash (Decreases to Cash)	$1,304,440	$259,314	$880,301	$1,259,445	$201,233	$267,816

Footnotes:
[1] Amounts derived from Table 15.
[2] As required by the bond resolution.
[3] As required by the SRF Loan Agreement.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 51-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY'S FINANCIAL SERVICES DIRECTOR TO EXECUTE THE BUSINESS PLAN AND DIRECT STAFF TO SUBMIT THE WATER FACILITIES PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A $1,904,733.00 PRE-TREATMENT SYSTEM PROJECT LOAN AND A $526,250.00 ENGINEERING DESIGN LOAN FOR PHASE I AND II OF THE CITY"S ONE MILLION GALLON PER DAY ALTERNATIVE WATER SUPPLY.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby authorizes the City's Financial Services Director to execute the Business Plan and direct staff to submit the Water Facilities Plan to the Florida Department of Environmental Protection for a $1,904,733.00 Pre-Treatment System Project Loan and a $526,250.00 Engineering Design Loan for Phase I and II of the City's One Million Gallon Per Day Alternative Water Supply. .

SECTION 2: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
KELLI GLASS LEIGHTON, MAYOR	X			
BECKY BRUNER, VICE MAYOR	X			
NICK BLOUNT, COMMISSIONER	X			
EULA R. CLARKE, COMMISSIONER	X			
TROY A. MCDONALD, COMMISSIONER	X			

ADOPTED this 14th day of May, 2018.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

November 13, 2019

Honorable Mayor and
Members of the City Commission
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994-2139

Subject: **SRF Loan Application and Projected Debt Service Coverage**

Ladies and Gentlemen:

The City of Stuart (the "City") requested that Raftelis Financial Consultants, Inc. (Raftelis) develop a projection of the estimated water and wastewater operating results (the "Analysis") through Fiscal Year 2024 for inclusion in the City's State Revolving Fund (SRF) Loan Application for the Floridan Aquifer Test Production Well FA-1 with an estimated project cost of $2.34 million. The Analysis was prepared based on information provided by City staff, which included the City's Audited Comprehensive Annual Financial Reports, Adopted Operating and Capital Budgets, and assumptions related to the proposed construction and operation of the City's planned Reverse Osmosis (RO) Facility. In addition, the Analysis was predicated upon the City's adopted water and wastewater rates through Fiscal Year 2022 that were established during a rate study that concluded on August 14, 2017 (the "Rate Study").

The Rate Study that concluded on August 14, 2017 was based on a five-year forecast of operating, capital and debt service needs of the water and wastewater systems (the "System") through Fiscal Year 2022. The study identified the need to increase water and wastewater rates over time to meet the net revenue requirements of the System, including the estimated annual debt service payments anticipated to be incurred based on a series of proposed SRF Loans. To date, two (2) of the proposed loans for the water system anion exchange and the engineering and design of the proposed RO Facility have already been approved. This application includes the request to fund the test production well. Based on the Rate Study recommendations, the City Commission adopted a schedule of water and wastewater rates through Fiscal Year 2022 that are necessary to fund the projected revenue requirements of the System, including the proposed SRF Loans. As of the date of this letter, no changes to the schedule of adopted rates through Fiscal Year 2022 are currently proposed; however, the City should consider implementing its annual indexing provision beyond Fiscal Year 2022.

-Remainder of this page intentionally left blank-

In order to satisfy the requirements of the SRF Loan Application, City staff requested that Raftelis update its projection of the estimated net revenues available to pay debt service through Fiscal Year 2024 (the "Projection Period"). The Analysis was predicated on the Rate Study results, but was updated to account for the most recent Adopted Operating and Capital Budgets and revised assumptions regarding the construction and operation of the planned RO Facility. To the extent we have performed our analyses using the data and information obtained from the City, we have relied upon such information to be accurate and no assurances are intended and no representation or warranties are made with respect thereto or the use made herein.

The Analysis is summarized in Pages 7 through 10 of the SRF Loan Application. In addition, the following supporting attachments have been provided to the City for inclusion in the SRF Loan Application:

- Attachment 5 – 2017 and 2018 Comprehensive Annual Financial Reports
- Attachment 6 – Updated Water and Wastewater Financial Forecast

As shown on Page 8 of the SRF Loan Application, the City's actual water and wastewater net revenues exceeded the existing debt service payments, including required coverage, for all prior and parity lien obligations for Fiscal Years 2017 and 2018, which represented the audited periods evaluated.

Based on information provided by City staff, the City is estimated to borrow approximately $2.34 million for the Floridan Aquifer Test Production Well FA-1. Based on an assumed interest rate of 2.5% per year for 20 years and the estimated capitalized interest costs during the construction period, we estimate the proposed annual debt service, including required coverage of 15%, to be approximately $179,000 per year beginning on or after Fiscal Year 2021.

As shown on Page 9 of the SRF Loan Application, the City is projected to have net revenues over the Projection Period above the amount needed to fund the proposed SRF Loan, including required coverage. The amounts shown for each fiscal year are then available to fund the capital needs of the utility system and make the required transfer to the General Fund. The projected net revenues include additional revenue derived from the implementation of the adopted water and wastewater rate increases through Fiscal Year 2022 and an assumed 2% annual rate index in Fiscal Years 2023 and 2024. No additional rate increases were identified for the Projection Period based on the Analysis. Table 15 of Attachment 6 provides a summary of the total annual cash flow for each fiscal year and the estimated year-ending cash reserve fund balances for the period.

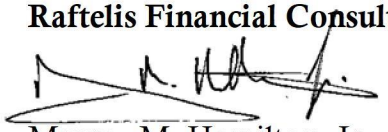
-Remainder of this page intentionally left blank-

Since actual results beyond the date of this letter may be different, we provide no assurance that the projected operating results will actually occur as estimated. We recommend that the City continue to evaluate its water and wastewater rates periodically to ensure they remain adequate to meet the annual needs as planned.

We appreciate the opportunity to be of service to the City.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Murray M. Hamilton, Jr.
Senior Manager

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** David D. Peters

Title of Item:

ALTERNATIVE WATER SUPPLY PROJECT STANDARD GRANT AGREEMENT (RC):

RESOLUTION No. 109-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE APPROPRIATION OF $250,000.00 FOR THE DESIGN OF THE ALTERNATIVE WATER SUPPLY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD GRANT AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

The City received a $250,000.00 State Appropriation for the engineering design of the Alternative Water Supply Project.

This Standard Grant Agreement allows for the reimbursement of expenses for the engineering design in accordance with Task 2 of of Attachment 3 of the Standard Grant Agreement.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 109-2019 authorizing the Mayor to execute the Standard Grant Agreement with the Florida Department of Environmental Protection.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R109-2019	11/17/2019	Resolution add to Y drive
🗋	R109-2019 FDEP Standard Grant Agreement	11/17/2019	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 109-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE APPROPRIATION OF $250,000.00 FOR THE DESIGN OF THE ALTERNATIVE WATER SUPPLY PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE STANDARD GRANT AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart received a State Appropriation of $250,000.00 for the City's Alternative Water Supply Project; and

WHEREAS, the City of Stuart, Florida intends to execute the Standard Grant Agreement with the Florida Department of Environmental Protection for reimbursement of engineering design expenses outlined in the Grant Work Plan in the amount of $250,000.00.

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

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

SECTION 2: The Mayor is hereby designated as the authorized representative to execute the grant agreement.

SECTION 3: All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____offered the foregoing resolution and moved its adoption.

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

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

ADOPTED this 25TH day of November, 2019.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Stuart - Alternative Water Supply Project**
Agreement Number: **LPA0046**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Stuart** Entity Type: **Local Government**
Grantee Address: **121 SW Flagler Avenue, Stuart, FL 34994** FEID: **59-6000433** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **Feburary 28, 2021**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (27.1895 -80.2374)**
Project Description: **The city will design a new water treatment facility.**

5. Total Amount of Funding: **$250,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP, GAA Line Item 1657A, FY19-20**	**$250,000.00**
☐ State ☐Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$250,000.00**

6. Department's Grant Manager
Name: **Evan Beitsch** or successor
Address: **3900 Commonwealth Blvd. Douglas Building, MS 3602 Tallahassee, FL 32399-3000**
Phone: **(850) 245-2993**
Email: **evan.beitsch@dep.state.fl.us**

Grantee's Grant Manager
Name: **Tim Voelker, P.E.** or successor
Address: **121 SW Flagler Avenue Stuart, FL 34994**
Phone: **(772) 288-5332**
Email: **tvoelker@ci.stuart.fl.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Stuart **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

David Dyess, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Trina Vielhauer, Director - DWRA

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Evan Beitsch, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

    iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;

    ii. The making by Grantee of a general assignment for the benefit of creditors;

    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

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

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

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

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

   ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

   iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0046

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Stuart – Alternative Water Supply Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Stuart – Alternative Water Supply Project

PROJECT LOCATION: The Project will be located in the City of Stuart, in Martin County; Lat/Long (27.1895 -80.2374).

PROJECT BACKGROUND: Due to various threats on the reliability and availability of the City of Stuart's (Grantee) water source, an alternative water source and reverse osmosis treatment facility was evaluated and approved by the City in 2018.

PROJECT DESCRIPTION: The City of Stuart will design a Reverse Osmosis Treatment Facility, Phase 1, which will include the wellhead for the Floridan well, raw watermain, pre-treatment, membrane system, post-treatment, chemical systems, concentrate disposal pipeline, electrical/standby power, supervisory control and data acquisition system.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design the alternative water supply project and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package and publish notice and solicit bids, conduct pre-bid meetings, and respond to bid questions, in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the reverse osmosis treatment facility.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid, 2) access to all inquiries, questions, and comments regarding the bid documents, if applicable, 3) the bid package. 4) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$249,502.01	07/01/2019	08/30/2020
2	Bidding and Contractor Selection	Contractual Services	$497.99	07/01/2019	08/30/2020
		Total:	$250,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

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

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Dept. of Environmental Protection	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects	$250,000	140047
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$250,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT A
PROGRESS REPORT FORM

DEP Agreement No.:	**LPA0046**
Project Title:	Stuart – Alternative Water Supply Project
Grantee Name:	City of Stuart
Grantee's Grant Manager:	
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks.

The following format should be followed:

Task #: Task Title

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Task #: Task Title

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐
- Permitting (Completed): Yes ☐, No ☐
- Construction (Estimated): _____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Payment Request Summary Form

Exhibit C

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** Stephen Mayer

Title of Item:

AMENDMENT TO THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD) (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2420-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE SECOND AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOWN AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSING A (PARCEL 1), TO BE KNOWN AS KINDIG PROFESSIONAL OFFICES; PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The New Avonlea PUD was approved by the City Commission on June 8, 2015, via Ordinance 2307-2015, and consists of multiple parcels that are zoned CPUD and RPUD as shown on a Master Parcel Plan. The Master Parcel Plan also consisted of development maximum approvals. On July 23, 2018, the City Commission approved site plans for Parcels 2 and 12, which are zoned RPUD and represents the first major amendment to Ordinance 2307-2015. In accordance with said Ordinance, site plan approvals shall be approved by major amendment, and the first major amendment to the New Avonlea PUD shall include a fully developed Off-Site Infrastructure plan. This request represents the second amendment and is specific to Parcel 1 of the Master PUD.

The proposed development consists of two phases of medical/professional office. Phase 1 consists of 4,389 square feet of medical office (dental office). Phase 2 consists of 4,992 square feet of medical or professional office. The requested development is less intense than what was originally approved in the Master Parcel Plan, which allowed a maximum of 20,000 square feet of commercial development.

The subject property is 2.07 acres in size, located on the northeast corner of Baker Road and Green River Parkway. The property is currently vacant. The site is proposed with 54% open space and landscaping, which is well above the 25% required. The total building area is 9,381 square feet, which is below the Master PUD

approval for commercial development (20,000 square feet). The site contains 49 parking spaces, of which 47 are required for medical office (at a ratio of 1 space per 200 square feet). The proposed setbacks are 22' in the front (Baker), 26' in the rear (north), 121' in the interior side (toward the preserve area) and 23' to the side street (Green River Parkway). Staff supports the site plan as conforming to the PUD and notes that waiver to general code are not being requested.

The proposed Avonlea Crossings A development will consist of 9,381 square feet of office, developed in two phases. The phases are located on the same property, have been master planned and will have a similar style and appearance. The phases are connected by a 6-foot pedestrian sidewalk, which connects to existing 8-foot sidewalks along the right of way and share a common parking plan.

Pursuant to the Master Avonlea PUD, Parcel 1 designated .66 acres of wetlands, which is part of wetlands #3 located between parcels 1 and 2, north of Baker Road. A 30' wetland buffer was approved, consisting of .22 acres, plus a preserve area of .16 acres. The site is designed to minimize impacts to the wetland, providing a minimum of approximately 60' between the parking area and the wetland.

The applicant is providing a 6-foot wall along the northern boundary and providing a 26' buffer between the commercial development and the existing Martin County residential development to the north. An existing 50' right of way also separates the proposed commercial development and the nearest residential property. Also, the applicant is providing ample landscaping on the outside of the wall.

For reference purposes, staff will provide the original New Avonlea PUD (Ordinance 2307-2015) and the first major amendment (Ordinance 2366-2018); however, the size of the files exceeded the limitations of the agenda software. Staff will provide the referenced ordinances upon request.

On October 17, 2019, the Local Planning Agency recommended approval of the Ordinance, with conditions. (please see attached LPA minutes). One condition that was raised by staff was the amendment and clarification of the off-site infrastructure plan for the entire master PUD. The applicant has amended the plan and the revised plan is an exhibit of this agenda item.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2420-2019 on first reading and hear the second reading on December 9, 2019.

ATTACHMENTS:

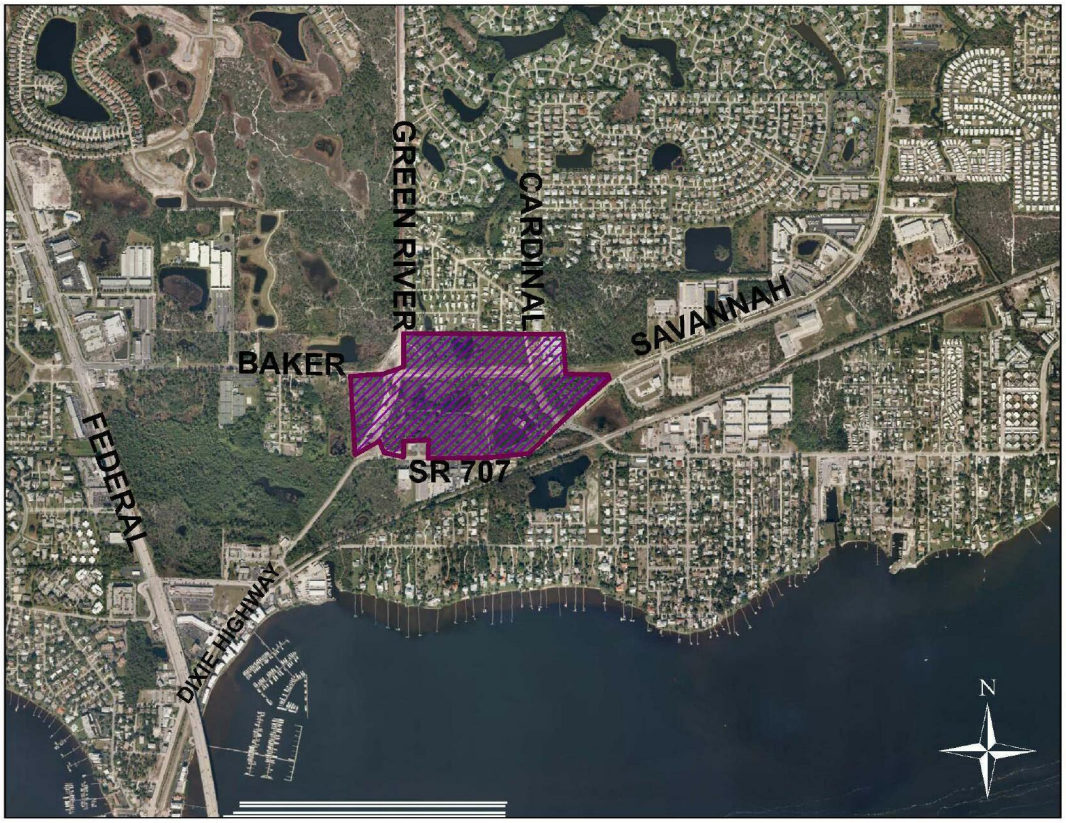
	Description	Upload Date	Type
🗋	Staff Report	11/15/2019	Staff Report
🗋	Ordinance 2420-2019: Avonlea PUD - Kindig Professional Offices	11/15/2019	Ordinance add to Y drive
🗋	Site Plan	11/15/2019	Exhibit
🗋	Landscape Plan	11/15/2019	Exhibit
🗋	Architectural Elevations and footprint	10/8/2019	Exhibit
🗋	Survey	10/8/2019	Exhibit
🗋	Traffic Statement	10/8/2019	Attachment
🗋	Master Parcel Plan	10/8/2019	Attachment
🗋	Off Site Infrasture Plan	11/15/2019	Exhibit

🗋	Off-site improvement justification statement	11/15/2019	Backup Material
🗋	LPA Minutes 10-17-19 Unadopted	11/15/2019	Backup Material
🗋	Application	10/8/2019	Attachment

CITY OF STUART
CITY COMMISSION
November 25, 2019

Project Name: Major PUD amendment to approve the residential site plans, landscape plans and elevations for Avonlea Crossings A (Parcel 1), adoption of a master infrastructure plan, amendment to the conditions of development, amendment to the Master Parcel Plan and the adoption of timetables of development.	**Property Owner:** DG Shreveport, LLC
	Applicant/Petitioner: Christopher and Melissa Kindig
	Agent/Representative: Kuoppala & Associates
Project No.: Z17070001	**Case Planner:** Stephen Mayer
Ordinance No: 2420-2019	
Location: Parcel 1:	

LOCATION MAP



PROJECT SUMMARY		
Property Size (area)		49.04 acres overall PUD 2.07 acres – Parcel 1
Present Use		Parcel 1 is vacant/undeveloped
Subject Property Land Use (Parcel 2)		Neighborhood/Special District
Adjacent FLU	*North*	Martin County – Mobile home density up to 8 u/p/a
	South	City – Downtown Redevelopment
	East	City – Downtown Redevelopment
	West	City – Downtown Redevelopment
Subject Property Land Use (Parcel 12)		Neighborhood/Special District
Adjacent FLU	*North*	City – Downtown Redevelopment
	South	City – Downtown Redevelopment
	East	City – Downtown Redevelopment
	West	City – Downtown Redevelopment
Subject Property Zoning (Parcel 2)		RPUD (Residential Planned Unit Development)
Adjacent Zoning	*North*	Martin County – RT (Mobile Home Subdivision District)
	South	City – RPUD (New Avonlea PUD)
	East	City – RPUD (New Avonlea PUD)
	West	City – RPUD (New Avonlea PUD)
Subject Property Zoning (Parcel 12)		RPUD (Residential Planned Unit Development)
Adjacent Zoning	*North*	City – RPUD (New Avonlea PUD)
	South	City – RPUD (New Avonlea PUD)
	East	City – RPUD (New Avonlea PUD)
	West	City – RPUD (New Avonlea PUD)
Existing Land Use Designation & Zoning District for Parcel 1		Residential & CPUD
Proposed Use		Parcel 1 Phase 1 (Southern building): 4,389 SF Phase 2 (Northern building): 4,992 Total: 9,381 SF
City Approvals		Building Department – No comments at this time. Fire Department – No comments at this time. Public Works – See attached comments. Police Department – No comments at this time.
Brief Explanation		The intent of this application is to approve the residential site plans, landscape plans and elevations for Avonlea Crossings A (Parcel 1) located on the northeast corner of Baker Road and Green River Parkway, adoption of a master infrastructure plan, amendment to the conditions of development, amendment to the Master Parcel Plan and the adoption of timetables of development.
Staff Recommendation: Staff offers no objection to the second major amendment to the New Avonlea PUD, pursuant to Ordinance 2420-2019, and the conditions of approval therein.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The application for the major amendment to the CPUD has been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 10-3-2019

C. Mail Notice Postmark: 10-3-2019 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. APPLICATION See Exhibit B to this report.

III. HISTORY OF THE SITE

The New Avonlea PUD was approved by the City Commission on June 8, 2015, via Ordinance 2307-2015, and consists of multiple parcels that are zoned CPUD and RPUD as shown on a Master Parcel Plan. The Master Parcel Plan also consisted of development maximum approvals. On July 23, 2018, the City Commission approved site plans for Parcels 2 and 12, which are zoned RPUD and represents the first major amendment to Ordinance 2307-2015. In accordance with said Ordinance, site plan approvals shall be approved by major amendment, and the first major amendment to the New Avonlea PUD shall include a fully developed Off-Site Infrastructure plan. This request represents the second amendment and is specific to Parcel 1 of the Master PUD.

The proposed development consists of two phases of medical/professional office. Phase 1 consists of 4,389 square feet of medical office (dental office). Phase 2 consists of 4,992 square feet of medical or professional office. The requested development is less intense than what was originally approved in the Master Parcel Plan, which allowed a maximum of 20,000 square feet of commercial development.

STAFF ANALYSIS

A. Site and Area Characteristics for the Development of Avonlea Crossings A (Parcel 1)

The subject property is 2.07 acres in size, located on the northeast corner of Baker Road and Green River Parkway. The property is currently vacant. The site is proposed with 54% open space and landscaping, which is well above the 25% required. The total building area is 9,381 square feet, which is below the Master PUD approval for commercial development (20,000 square feet). The site contains 49 parking spaces, of which 47 are required for medical office (at a ratio of 1 space per 200 square feet). The proposed setbacks are 22' in the front (Baker), 26' in the rear (north), 121' in the interior side (toward the preserve area) and 23' to the side street (Green River Parkway). Staff supports the site plan as conforming to the PUD and notes that waiver to general code are not being requested.

A. **Project Description**

The proposed Avonlea Crossings A development will consist of 9,381 square feet of office, developed in two phases. The phases are located on the same property, have been master planned and will have a similar style and appearance. The phases are connected by a 6-foot pedestrian sidewalk, which connects to existing 8-foot sidewalks along the right of way and share a common parking plan.

Pursuant to the Master Avonlea PUD, Parcel 1 designated .66 acres of wetlands, which is part of wetlands #3 located between parcels 1 and 2, north of Baker Road. A 30' wetland buffer was approved, consisting of .22 acres, plus a preserve area of .16 acres. The site is designed to minimize impacts to the wetland, providing a minimum of approximately 60' between the parking area and the wetland.

The applicant is providing a 6-foot wall along the northern boundary and providing a 26' buffer between the commercial development and the existing Martin County residential development to the north. An existing 50' right of way also separates the proposed commercial development and the nearest residential property. Also, the applicant is providing ample landscaping on the outside of the wall.

Connectivity

Due to requirement set forth in the City of Stuart's Comprehensive Plan, Objective F1 of the Future Land Use Element, the Neighborhood/Special District shall promote pedestrian friendly and neighborhood scale development and shall integrate distinct uses together in order to create a functioning, multifaceted type of development, which can be either horizontal or vertical mixed use integration. The Off-Site Infrastructure Plan and the individual site plans outline the applicant's attempt to create pedestrian connectivity in horizontal mixed-use integration. Pedestrian connectivity is also encouraged to directly connect and to provide connectivity to the remainder of the PUD. Vehicular access was established by the Master Parcel Plan, which encouraged access into Avonlea Crossing A from Baker Road and Green River Parkway.

Architecture

Conceptual renderings were made part of the Ordinance by exhibit. Buildings will be one-story with a height of maximum 21'4" to the top of a tower element, 21'0" to the median slope of the eave and ridge. Finishes will be stucco with clapboard decoration and metal roofs. The applicant will present colored renderings that will be submitted as part of this application. The second phase will be approved via building permit and must match the architecture style and colors established in phase 1.

Landscaping

The applicant is providing for 550,034 square feet of landscaped area and open space, or 55.5% of the site. This includes 118 trees and the preservation of 10 existing trees. The landscaping pallet consists of 23 live oaks, 29 crape myrtles, various palms, existing slash

pine and Japanese Blueberry. The primary sod will be muhly grass. The percentage of native tress and palms is 62.6%, which is above the 50% required by code.

Off Site Infrastructure Plan

An off-site infrastructure plan anticipating the build-out of the entire PUD was a requirement of the New Avonlea PUD, in order to ensure an interconnected, consistent and well planned out (phased) infrastructure system, which includes utilities, street, and landscaping features.

Staff contracted the service of Michael Houston as a consultant to demonstrate an infrastructure plan that the City would accept, and the results of his work were provided to the applicant, Nik Schroth. This work (attached by reference to the agenda) included robust street improvements, on-street parking, creation of a new roundabout, sidewalk inter-connectivity, examples of street landscaping, lighting, and furniture, and mid-block crosswalks.

The applicant has provided a complete off-site infrastructure plan that addresses each of the components of the Michael Houston plan, although it does not replicate the plan. The applicant's plan includes a utility plan, a master plan and a streetscape detail page and was made a part by reference in Ordinance 2266-2018. The applicant is not proposing any changes to the adopted plans.

A. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed amendment to the CPUD is consistent with the Neighborhood/Special District Future Land Designation:

> *This land-use category is Neighborhood/Special District, which requires vertical or horizontal integration of residential and commercial uses. The applicant has demonstrated via the Master PUD plan, and by the preparation of the off-site infrastructure plan that the New Avonlea PUD will be a horizontally integrated community that has adequate pedestrian connectivity between residential neighborhoods and commercial centers.*

B. Technical Review by Other Agencies

The Public Works, Fire, and Police Departments and Zoning have reviewed the applications and have offered their comments.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

C. Environmental

The development of the parcels will comply with the approved permits, made a part as Exhibits to the PUD Ordinance. The applicant has provided a detailed Preserve Area Maintenance Plan (or PAMP) which shall apply to the entire PUD.

VII. LOCAL PLANNING AGENCY RECOMMENDATION

The LPA recommended approval of the PUD amendment request, with the condition that the dates in the document summary be written out when a full date is not known (i.e.: March 2014 instead of 3.14). The LPA supported the clarification and amendment of the off-site infrastructure plan, and clarification of a typo on the site plan. The applicant has provided amendments to both plans and they are acceptable to staff. The justification of portions of the off-site infrastructure plan, such as a sidewalk and the visual of the amenities were provided by the applicant and attached to this agenda. The applicant has also requested the timeframe for the second phase be delayed to 2024, rather than 2022, as staff originally proposed.

VIII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed major amendment to the New Avonlea PUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2420-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE SECOND AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOWN AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSING A (PARCEL 1), TO BE KNOWN AS KINDIG PROFESSIONAL OFFICES; PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on June 8, 2015, the City Commission adopted Ordinance No. 2307-2015, whereby establishing the "New Avonlea PUD" which consists of a Master Parcel Plan and provides

that any future development activities on any of the project's multiple parcels (with the exception of Phase II of an existing Avonlea Commerce Center Parcel) shall require a master site plan approval thru a major PUD amendment, further requiring that an off-site infrastructure plan be added to the Master Parcel Plan at the time of first amendment.

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

WHEREAS, the Avonlea Crossings A (Parcel 1) CPUD development, including the New Avonlea Off-Site Infrastructure Plan are consistent with the master PUD and anticipated development;

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

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

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

SECTION 1: The following items consisting of documents already approved by Ordinance 2305-2015 and the first Amendment (Ordinance 2366-2018), as well as revised and new documents adopted hereby are on file as public records at the office of the City Clerk in City Hall and are attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", which shall be deemed a part of this Ordinance:

The following are General New Avonlea PUD Plans and Documents (reinstated by Ordinance 2420-2019:

1. The Master Parcel Plan, Sheet 1 of 1 by Lucido and Associates, dated 5.27.18 (existing)
2. South Florida Water Management District Permit #43-01387-P, issued 06.9.16. (existing)
3. Department of the Army Permit #SAJ-1998-03203. (existing)
4. Drainage Statement, by Grzelka Engineering, Inc. and as built plans for master drainage. (existing)
5. Master Drainage Plan, by DLS Environmental Services, Inc. dated March 2016 (revised)
6. Environmental Assessment Report, prepared by DLS Environmental Services, Inc. dated July 2014 (existing)
7. Preserve Area Management Plan, prepared by DLS Environmental Services, Inc., dated March 2017 (existing)
8. Traffic Impact Analysis prepared by MacKenzie Engineering and Planning, dated October 2014 (existing)
9. 2015 Pattern Book for Avonlea Commerce Center Phase II (existing)
10. PUD Boundary Survey prepared by Velcon Group, Inc., dated 01.08.14 (existing)
11. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1, undated (new)
12. Avonlea Typical Cross Section, by Cotleur and Hearing, Inc., dated 4.19.18 (existing)
13. Amended and Restated Declaration of Covenants and Restrictions for the New Avonlea P.U.D., dated November 30, 2016. (existing)

The following documents are being established by Ordinance 2420-2019:

Master Parcel Plans for Avonlea Crossings Parcel A (Parcel 1)

14. Site Plan for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)
15. Landscape Plan for Avonlea Crossing A, by Litterick Landscape Architecture, dated 09.30.19 (new)
16. Architectural Elevations and Floor Plans for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)

17. Boundary Survey for Avonlea Crossing A, by Velcon Engineering and Surveying, dated 04.30.19 (new)

The following documents are established by Ordinance 2366-2018 and are not being replaced:

Master Parcel Plans for Avonlea Preserve Parcel A (Parcel 2) and B (Parcel 12)

18. Site Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc, dated 11.20.17 (existing)
19. Site Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 11.20.17 (existing)
20. Lot Plan for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 4.24.18 (existing)
21. Landscape Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
22. Landscape Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
23. Landscape Plan details for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
24. Boundary Survey for Avonlea Preserve A, by Velcon Group, Inc., dated 1.27.17 (existing)
25. Boundary Survey for Avonlea Preserve B, by Velcon Group, Inc., dated 2.6.17 (existing)
26. Amenity Package, dated 2.2.18 (existing)

SECTION 2: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code and with the aforesaid Development Documents. The failure of an Owner to complete their development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owners until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Owners to seek administrative or judicial redress.

SECTION 3: Following the adoption and acceptance of this ordinance by the Owners, and in addition to any other action for failure by an owner 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 Owners may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

a. Initiate the process to amend or repeal the portion of this or any other ordinance pertaining to the portion of the development in breach.
b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property in breach.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the Owner 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 4: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the Owner of the site, this ordinance shall

prevail.

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

SECTION 6: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

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

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

PASSED on First Reading this ___th day of _____ 2019.

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

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

ADOPTED on second and final reading this _____day of _____, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

BECKY BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Frank A. Wacha Jr., Trustee

_____

By: _____

Print Name: _____

Frank A. Wacha Jr.

_____

Print Name: _____

WITNESSES:

STB Outdoors, LLC

A Florida Limited Liability Company

_____

By: _____

Print Name: _____

Nikolas Schroth, Member

_____

Print Name: _____

WITNESSES:

DG Shreveport, LLC

A Florida Limited Liability Company

_____

By: _____

Print Name: _____

William Rocker, Manager

_____

Print Name: _____

OWNERS' ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Frank Wacha, Owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Nikolas Schroth.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

(Continued to next page)

OWNERS' ACKNOWLEDGMENT

(Continued)

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by William Rocker.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2019, by BECKY BRUNER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A" – LEGAL DESCRIPTION

AND LESS, HOWEVER, THAT PART THAT LIES SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD #707 AND NE SAVANNAH ROAD.

AND LESS, HOWEVER, THAT PART OF THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF NE SAVANNAH ROAD AND THE EXTENSION OF BAKER ROAD.

AND LESS, HOWEVER, THE EAST 202.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH ON THE NORTH RIGHT-OF-WAY LINE OF NE BAKER ROAD ACCORDING TO THE PLANS FOR BAKER ROAD EXTENSION (MARTIN COUNTY PROJECT NO. SS-R-5). THE AREA OF THIS PARCEL IS 1.65 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD, IF ANY.

TOGETHER WITH

AVONLEA COMMECIAL CENTER
A PARCEL OF LAND LYING IN SECTION 28, T37S, R41E, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 202.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 28, T37S, R41E OF PARCEL 6 AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 726, PAGE 1921, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE N89°28'19"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION, 348.92' TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY BEING A 60.00' RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE N10°56'26"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY, 381.26' TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 25 AND 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND PHYSICALLY DESCRIBED BY MONUMENTS AND OCCUPATION; THENCE S89°15'48"E ALONG SAID OCCUPIED LINE, 426.24' TO THE POINT OF INTERSECTION WITH THE AFORESAID PARCEL 6; THENCE S00°45'39"W ALONG SAID WEST LINE OF THE EAST 202.00' OF PARCEL 6 A DISTANCE OF 372.11' TO THE POINT OF BEGINNING.

TOGETHER WITH

JENSEN INDUSTRIAL PARK SITE

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE, NORTH 00° 15' 38" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE 861.35 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH SOUTHERLY RIGHT-OF-WAY LINE OF BAKER ROAD EXTENSION; THENCE SOUTH 89° 58' 55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE 1545.39 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 89° 58' 55" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 520.27 FEET; THENCE, SOUTH 20° 06' 54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 142.51 FEET MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SAVANNAH ROAD; THENCE, SOUTH 49° 53' 54" WEST, ALONG NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 412.74 FEET, MORE OR LESS, TO THE POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CARDINAL AVENUE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 78° 51' 33", A DISTANCE OF 103.23 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 585.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 38° 45' 27" EAST, THENCE, NORTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39° 47' 31", A DISTANCE OF 406.28 FEET TO THE POINT OF

EXHIBIT "A" – LEGAL DESCRIPTION (con't.)

TANGENCY, THENCE, NORTH 11° 27' 12" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 101° 28' 07", A DISTANCE OF 88.55 FEET TO THE POINT OF BEGINNING.

CONTAINING; 4.06 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

THE BEARINGS AS STATED HEREIN ARE BASED ON AN ASSUMED BEARING OF NORTH 00° 15' 38" EAST ALONG THE WEST LINE OF SAID SECTION 28.

LESS, HOWEVER,

LEGAL DESCRIPTION OF A PORTION OF PROPOSED
GREEN RIVER PARKWAY RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 28 AND SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE, NORTH 88° 48' 22" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 500.00 FEET; THENCE, NORTH 00° 15' 52" EAST DEPARTING SAID SECTION LINE, A DISTANCE OF 55.02 FEET; THENCE, NORTH 33° 12' 44" EAST, A DISTANCE OF 172.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2028.75 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 30' 11", A DISTANCE OF 973.84 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF BASELINE ROAD; THENCE, NORTH 30° 40' 07" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 238.43 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE SOUTH PLAT BOUNDARY LINE OF NORTHWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 55, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA; THENCE , SOUTH 89° 58' 55" EAST, ALONG SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO A POINT 40.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PLAT OF NORTHWOOD SUBDIVISION, THENCE, SOUTH 00° 15' 15" WEST, DEPARTING SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2148.75 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 34' 54", A DISTANCE OF 1071.89 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°38'31", A DISTANCE OF 307.99 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 88° 48' 22" EAST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 92.47 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF SAID SECTION 29; THENCE, SOUTH 00° 15' 38" WEST ALONG SAID EAST SECTION LINE, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29 AND THE POINT OF BEGINNING.

EXCEPTING THE WEST 50 FEET OF THE EAST 420 FEET OF THE NORTH 100 FEET OF THE SOUTH 133 FEET OF SAID SECTION 29 AND EXCEPTING THE RIGHTS-OF-WAY FOR BAKER ROAD EXTENSION AND STATE ROAD NO. 707.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

All conditions adopted under Ordinance No. 2305-2015 shall remain in effect unless revised or superseded by the conditions below:

Approved Plans and Documents (Exhibit "D")

1. All development approved hereby and the use thereof shall comply with the following documents and drawings:

The following are General New Avonlea PUD Plans and Documents (reinstated by Ordinance 2420-2019:

a. The Master Parcel Plan, Sheet 1 of 1 by Lucido and Associates, dated 5.27.18 (existing)
b. South Florida Water Management District Permit #43-01387-P, issued 06.9.16. (existing)
c. Department of the Army Permit #SAJ-1998-03203. (existing)
d. Drainage Statement, by Grzelka Engineering, Inc. and as built plans for master drainage. (existing)
e. Master Drainage Plan, by DLS Environmental Services, Inc. dated March 2016 (revised)
f. Environmental Assessment Report, prepared by DLS Environmental Services, Inc. dated July 2014 (existing)
g. Preserve Area Management Plan, prepared by DLS Environmental Services, Inc., dated March 2017. (existing)
h. Traffic Impact Analysis prepared by MacKenzie Engineering and Planning, dated October 2014 (existing)
i. 2015 Pattern Book for Avonlea Commerce Center Phase II (existing)
j. PUD Boundary Survey prepared by Velcon Group, Inc., dated 01.08.14 (existing)
k. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1, undated (New)
l. Avonlea Typical Cross Section, by Cotleur and Hearing, Inc., dated 4.19.18 (existing)
m. Amended and Restated Declaration of Covenants and Restrictions for the New Avonlea P.U.D., dated November 30, 2016. (existing)

The following documents are being established by Ordinance 2420-2019:

Master Parcel Plans for Avonlea Crossings Parcel A (Parcel 1)

n. Site Plan for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)
o. Landscape Plan for Avonlea Crossing A, by Litterick Landscape Architecture, dated 09.30.19 (new)
p. Architectural Elevations and Floor Plans for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)
q. Boundary Survey for Avonlea Crossing A, by Velcon Engineering and Surveying, dated 04.30.19 (new)

The following documents are established by Ordinance 2366-2018 and are not being replaced:

Master Parcel Plans for Avonlea Preserve Parcel A (Parcel 2) and B (Parcel 12)

r. Site Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc, dated 11.20.17 (existing)
s. Site Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 11.20.17 (existing)
t. Lot Plan for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 4.24.18 (existing)
u. Landscape Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
v. Landscape Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
w. Landscape Plan details for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
x. Boundary Survey for Avonlea Preserve A, by Velcon Group, Inc., dated 1.27.17 (existing)
y. Boundary Survey for Avonlea Preserve B, by Velcon Group, Inc., dated 2.6.17 (existing)
z. Amenity Package, dated 2.2.18 (existing)

General PUD Conditions

2. Any modifications to the Master Parcel Plan and individual Master Site Plans of the PUD that does not exceed 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided

however, the Development Director may refer the matter to the City Commission for approval via public hearing. (existing)

3. This ordinance constitutes a revised Master Parcel Plan which extends development approval to Parcels 1, 2 and 12 and off-site infrastructure improvements only. Development of remaining Parcels shall require future amendments to Ordinance No. 2305-2015. More specifically, Avonlea Crossings A (Parcel 1) shall be built in two phases: Phase 1 is a 4,389 square foot medical office building, Phase 2 is a 4,992 square foot medical or professional office building; Avonlea Preserve A (Parcel 2) shall consist of 30 residential dwelling units and Avonlea Preserve B (Parcel 12) shall consist of 32 residential dwelling units. (revised)

4. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the Owners. Said preserve areas shall be identified in the Preserve Area Maintenance Plan (PAMP), as more particularly set forth in condition #6. (existing)

Environmental and Landscaping

5. To ensure the integrity and viability of the preserved and restored/enhanced wetland and upland areas on a regular basis, including the submittal of an updated Annual Monitoring and Maintenance Plan, the master property owners association (the "POA"), as formed through the Amended and Restated Declaration of Covenants and Restrictions for the New Avonlea P.U.D. shall be singularly responsible for the perpetual maintenance of wetland and upland areas governed by SFWMD permit #43-01387-P, as well as all other common area improvements. The separate parcels (hereinafter referred to as "Parcel" or collectively as "Parcels) as shown on the Master Parcel Plan shall have the ability to establish separate homeowner's associations for the purpose of maintaining on site infrastructure and common areas within such Parcels. (existing)

6. Except as follows, the project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

    a. In the event the developer chooses to address tree mitigation by planting in the project's preserve area or elsewhere on the site, an estimated budget shall be provided to the city at the time of permitting. For plantings in the preserve area, not less than 50% shall consist of pines or hardwoods and 50% of palms. Of the 50% palms which may include Sabal palms, the developer may be permitted to plant half mature palms and half saw palmetto no less than 7 gallons in size. (existing)

7. The preserve Area shall be maintained in perpetuity in accordance with the Preserve Area Maintenance Plan prepared by DLS Environmental Services, Inc., dated 03.17. Any trash, debris, and exotics shall be removed from the preserve area. (existing)

8. Not less than 25% of the PUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas, excluding wetlands defined by the SFWMD, and landscape buffers between the PUD and adjacent property. (existing)

9. Plantings in upland preserve areas shall count toward tree replacement in accordance with Section 5.05.02 of the City's Land Development Code. (existing)

10. "Hat racking" of trees is prohibited on the property. (existing)

11. Prior to any site clearing or development activities, compliance with all applicable federal, state and local regulations, including U.S. Army Corps of Engineers, SFWMD, and Florida Fish and Wildlife Conservation Commission (FFWCC) regulations, shall be demonstrated to the City. (existing)

12. Clearing of invasive species, including any required filling incidental to said clearing activities, as per SFWMD Permit #43-01387-P, shall be permitted at any time provided a permit is first obtained from the City. Further, the Owners shall demonstrate to the city

coordination with the FFWCC with regard to relocation/conservation permits of protected species. (existing)

13. A tree mitigation plan and tree survey depicting the proposed tree impact and mitigation including preservation, relocation and replacement, shall be submitted with each master parcel site plan approval. A tree removal permit will be required prior to the removal or relocation of existing specimen or historic trees and in the case of the removal of trees in the process of utility construction, such as lift stations, etc. (existing)

14. Subject to Development Department approval, trees planted in public spaces and public rights-of-way may be credited towards tree replacement requirements. The cost of the trees may be deducted from the total amount owed to the City's Tree Trust Fund. (existing)

15. A final landscape plan for each Parcel shall be provided with a master site plan application for such Parcel except the Avonlea Commerce Center Parcels 3 thru 9 and shall be consistent with the SFWMD Permit #43-01387-P. The landscape plan for each Parcel shall include a streetscape plan for public roads adjacent to that Parcel consistent with the approved Off-Site Infrastructure Plan. (existing)

16. A landscape maintenance agreement for each Parcel, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of the first Certificate of Occupancy for such Parcel shown on the Master Parcel Plan. In order to monitor the proper installation of landscape material, material quality and long term maintenance of the site, a Letter of Credit, Certificate of Deposit or bond in the amount of 125% of the fair market value of the new landscape material shall be provided to the city for each Parcel shown on the Master Parcel Plan prior to the issuance of the first Certificate of Occupancy for such Parcel. The security shall be held for two years. (existing)

17. All common buffers and other common areas shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. (existing)

18. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The Owner shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00. (existing)

19. Prior to the development activities on Avonlea Preserve A and B (Parcels 2 and 12), any applicable payment into the City's tree replacement fund based on the City's Tree Replacement Formula, Section 5.05.02, shall be made as followed in the mitigation data requirements provided in the Landscape Plan details for Avonlea Preserve A and B, and prepared by DLS Environmental Services. Solely at the City's discretion, or the applicant may donate and/or locate mitigated trees in a public areas designated by the City. (exsting)

20. A tree protective barrier plan shall be reviewed, approved and inspected by the landscape architect and by a City staff person on-site prior to construction activity to ensure that all preserve areas are not disturbed. (existing)

21. In addition to the landscaping depicted on the Landscape Plan for Avonlea Preserve Parcel 12, and at the owners discretion, the Owners may (with Development Department approval) provide pedestrian access thru the street frontage landscaping along Baker Road from the front door to the Baker Road sidewalk, so long as each residence is treated with the same access to the Baker Road sidewalk. The potential sidewalk access will not diminish the number of required street trees demonstrated on the landscape plan, but rather will be allowed to shift the landscaping to accommodate the pedestrian access and may result in a small reduction of ground cover and shrub area. A decision by the Development Department to withhold approval for the pedestrian access plan shall be appealable to the City Commission. (existing)

22. Property owners in Avonlea Preserve A and B (Parcels 2 and 12) may not construct fences or structures (such as sheds) in any yard. The individual POA for the particular Parcel may provide a uniform fencing program acceptable to the Development Department via an administrative amendment, which may allow fences to delineate property boundaries and separate residential property from common areas. (existing)

Signage

23. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. Monument signs shall be grounded mounted, limited to ten feet (10') in height with design criteria conforming to the City's Land Development Code. No cabinet signs or pole signs shall be permitted. (existing)

Potable Water and Sewer Utilities

24. Water and Sewer Services shall be provided by Martin County Utilities. (existing)

Off-Site Infrastructure Plan

25. The owners have submitted an Off-Site Infrastructure Plan acceptable to the City, which includes sidewalks, street and intersections, street furniture, landscaping, parking, lightning, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan identifies two phases and existing conditions. The Off-Site infrastructure plan demonstrates consistency of improvements throughout the PUD. (existing)

26. All infrastructure improvements within a given phase as required by the Off-Site Infrastructure Plan shall be built or bonded prior to any vertical construction in accordance with the phasing plan for the Off-Site Infrastructure Plan. Vertical construction within a phase of development is not contingent on the completion of off-site infrastructure work within the separate phase indicated in the phasing plan. (existing)

27. All utilities within adjacent rights-of-ways, within a given phase as depicted in the Off-Site Infrastructure Plan, must be buried, except for the existing FPL transmission line, prior to the issuance of a Certificate of Occupancy for any vertical construction. (existing)

28. Sidewalks of at least 8 feet in width, including provisions for bicycles, shall be shown on the Off-Site Infrastructure Plan, which shall demonstrate full connectivity to surrounding pedestrian facilities. Any sidewalk damaged during construction shall be repaired or replaced at the expense of the POA and sub-POA (henceforth known as a "Village Association") prior to the issuance of a Certificate of Occupancy for such Parcel. The Off-Site Infrastructure Plan

and the individual master site plans shall at a minimum demonstrate safe and adequate pedestrian and bicycle circulation, including handicap accessibility and access to public transit. (existing)

29. Any on-street parking constructed by the Owners shall be depicted on the Off-Site Infrastructure Plan and shall be built at the Owners' expense. On-street parking may be creditable toward required parking for individual Parcels as shown on the Master Parcel Plan, but shall not exclude use by the general public. (existing)

On-Site Infrastructure

30. All utilities internal to the development must be buried, except for the existing FPL transmission lines. Prior to the issuance of a Certificate of Occupancy for a Parcel for any vertical construction, any overhead utilities associated with such Parcel shall be buried. (existing)

31. Typical cross-sections for streets and alleys shall be submitted with each master site plan submittal indicating the proposed right-of-way width, pavement width, utilities, drainage, sidewalk, curb and gutter, on street parking and street lighting. (existing)

32. Parking areas shall be interconnected between adjacent CPUDs and through each CPUD Parcel to the extent feasible. (existing)

33. The Owner shall ensure a continuous pedestrian connection between all Parcels of the PUD, whenever practicable. (existing)

Prior to Issuance of Site Permits

34. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of any site permits. (existing)

35. Final Development plans and/or Construction Drawings and Building Plans shall be submitted, reviewed, and approved by the City prior to the issuance of any Development Permits. (existing)

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

37. Where applicable, the Owner shall provide enclosed dumpster details on submitted civil construction plans prior to final site plan approval acceptable to the City's Public Works Department. (existing)

38. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities. (existing)

Development and Construction

39. All applicable state or federal permits must be obtained before the commencement any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. (existing)

40. At the time of every Major Site Plan Amendment application for the remaining Parcels, the Owners' proposed Master Site Plan shall include, but not be limited to, the following features: proposed residential density or non-residential square footage; uses; lot layout and dimensions; typical cross sections for streets and alleys; building locations; accessory structures; dumpster locations; parking stall and aisle dimensions; fences, walls and landscaping; site lighting, pedestrian ways; recreational and other amenities, preserve areas; traffic circulation patterns; access for emergency and sanitation vehicles; utility locations; storm water facilities; architectural characteristics, appropriate building mass and scale; building elevations; finished floor elevations; color schemes; and signage. (existing)

41. The property is within the Community Redevelopment Area, and accordingly, prior to the issuance of any construction permits for vertical construction on a Parcel, the Owners of such Parcel shall either: A) contribute an amount equal to or greater than one and one-half percent of the value of vertical construction costs for such Parcel into the public art trust fund; or b) provide work of art on the property, the value of which shall not be less than one percent of the vertical construction costs for such Parcel and shall be submitted and approved by the City's Community Redevelopment Board for conformity with the public art standards as required in Sec. 3.01.08 of the City's Land Development Code. (existing)

42. Final site plan construction drawings for each Parcel as shown on the Master Parcel Plan shall be consistent with the approved master site plan. (existing)

43. The maximum front façade width of any proposed Assisted Living Facility, as defined herein, shall be 200 feet. (existing)

44. To sustain harmony, building or tenant improvement plans for business with outdoor speakers and/or entertainment will include a noise mitigation plan consisting of the location and orientation of speakers to contain sound within the business's area including the use of specific sound barriers and absorbs together with the time of use and volume that will meet or exceed the City's code requirements. (existing)

45. Pursuant to City/County/School Board inter-local agreement and for the purposes of determining the applicability of school impact fees, appropriateness of design, and impacts on school concurrency, the Martin County School Board shall be provided an opportunity to review all proposed residential development at the time of application for master site plan approval. (existing)

46. Construction traffic shall be reasonably controlled. The City may impose access management restrictions if deemed necessary. (existing)

47. Construction activity shall be limited from 7:00 a.m. to 6:00 p.m. Monday – Saturday. (existing)

48. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site. Prior to and during the construction period, the applicant shall provide a schedule for the inspection and maintenance of barricades and erosion controls. (existing)

49. No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the PUD. Such trailers or structures shall be removed within thirty (30) days of a direction to do so, as issued by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code. (existing)

50. Owners shall comply with all requirements of the City's Comprehensive Plan and all applicable provisions of the City's Land Development Code not in conflict herewith. (existing)

51. All utility improvements constructed by the Owner within Martin County's right-of-way, shall be constructed in a manner and form acceptable to Martin County's Engineering Department. The Owner shall grant any such utility easements necessary for this site as may be required by Martin County. (existing)

52. Lighting shall comply with Section 6.07.00 of the Land Development Code and reviewed by Police for CEPTED/Crime Prevention recommendations prior to final site plan approval. Lighting shall include shields to direct the light away from residential areas. (existing)

53. The development of Parcels 2 and 12 may occur in up to two phases, or both as one phase. Prior to the issuance of a permit for whichever Parcel(2) constitutes Phase 1, with the exception of two (2) permits for model units on that Phase, the off-sit improvements as depicted as Phase 1 of the offsite improvement plan will be completed, inclusive of landscaping to be places within the right-of-way(s), stormwater drainage, grading and road base on the parcel(s) shall be in place, and demonstration of connection to City Water and Sewer and power to the parcel shall be completed. Prior to the issuance of the first Certificate

of Occupancy within Phase 1, the curbing, first lift of asphalt, and all underground utilities within Phase 1 will be in place. Landscaping within the boundary of the lot being certified shall be completed. And finally, the amenity package and common areas for that phase will be completed. Prior to the issuance of the last five (5) Certificates of Occupancy within Phase 1, site development will be completed inclusive, but not limited to final lift of asphalt, landscaping, street lighting, mail boxes, etc. The timing of construction will apply to Phase 2 in the same manner. (existing)

Future Amendments

54. Any amendments to this agreement shall be governed by the following:

Any amendments to this agreement shall be governed by the following:

The owner of a Parcel, as the Parcels are depicted in Exhibit "D" attached hereto, who seeks to amend this agreement with respect to such Parcel, shall not be required to obtain consent to such amendment from any owner of property, the POA or any home owners association, included in this agreement, provided, however, notice of any hearing before either the City Local Planning Agency, or the City Commission, shall be given to all owners of property subject to this agreement. The determination of whether such amendment is a major or minor amendment, and the hearings required for major or minor amendments, shall be governed by the laws in effect in the City at the time an application to amend this agreement is filed with the City. (Existing)

The Avonlea Property Owners Association Inc. and Developers control the Avonlea Property Owners Association "Association" (Master Association). This association has been established to maintain the common areas and elements of the PUD and provide surety of maintenance to the governing bodies regulating the maintenance of the common areas and is regulated in accordance with the Covenants and Restrictions and By Laws recorded in OR Book 2893 Page 2898 as may be amended. At such a time that the Developers turn over the Association to the property owners, "Village Associations" are to make up the voting board of the Association. (Existing)

Parcels 2 and 12 are a Village Association within the Association (Master Association). Any future amendments to the Development Conditions of Parcels 2 and 12 shall require the written

consent of the Village Association. Until such a time that the Developers have turned over control of the Association to the property owners, written consent of the Association (Master Association) shall be required. (Existing)

Phase II of existing Commercial Development

55. Consistent with Ordinance No. 2307-2015, development approval for the remaining undeveloped portion of the Avonlea Commercial Center, located on the northeast corner of Cardinal Road and Baker Road shall be administratively approved, provided the proposed development adhered to the Pattern Book included by reference herein. (existing)

Development Timetables

56. Timetables for development shall be as follows:

Phase One. Off-Site Infrastructure Plan:

Completion of the Off-Site Infrastructure shall occur in two phases as demonstrated on the Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, dated 12.8.17. The first phase shall be completed prior to the first Certificate of Occupancy for the developments of Avonlea Preserve A and B. The completion of the second phase shall be triggered with an application for a Master Parcel site plan or site plans and shall be completed prior to the first Certificate of Occupancy of the development of said Parcel or Parcels.

Phase Two. Deadlines for master site plan approval for individual Parcels:

Master site plan approval for all Parcels as depicted on the Master Parcel Plan shall be obtained no later than three years of the completion of the water and sewer infrastructure.

PARCEL	DEADLINE FOR MASTER PUD SITE PLAN APPROVAL	TIMELINE FOR DEVELOPMENT

1	Completed	Phase 1 by June 1, 2022 Phase 2 by December 1, 2024
2	Completed	January 31, 2021
3-9	n/a	By administrative approval, no deadline
10	October 1, 2019	TBD at Major Amendment
11	October 1, 2019	TBD at Major Amendment
12	Completed	January 31, 2021
13	October 1, 2019	TBD at Major Amendment
14	October 1, 2019	TBD at Major Amendment
15	October 1, 2019	TBD at Major Amendment
16	October 1, 2019	TBD at Major Amendment

Failure to meet the deadline(s) for master site plan approval identified above for any default under this Ordinance for any particular Parcel(s) shall not constitute a breach on a part of any other Parcel(s) which have met the deadline and have otherwise performed under this Ordinance. (revised)

Allowable Uses

57. The following uses, derived in part from the City's Urban Code, may be permitted individually or in combination in all CPUD parcels, notwithstanding the existing Avonlea Commercial Plaza (Parcels 3 thru 9) in which allowable uses are set forth in the approved Pattern Book: (existing)

    a. Multifamily;
    b. Live-Work unit (for the purposes of this Ordinance "Live-work unit" means a single residential unit consisting of a professional or business office component, the area of

which does not exceed 50% of the unit's total floor space. A professional or business office located within a Live-Work unit shall be solely owned/operated by the tenant/resident of the unit);

c. Accessory buildings;
d. Greenhouses;
e. Public utility stations;
f. Government buildings;
g. Hotels/motels;
h. Bed and breakfast hotels;
i. Retail sales and services, non-intensive
j. Retail manufacturing and warehouse for service trades;
k. Professional and medical offices;
l. Banks;
m. Theaters;
n. Restaurants;
o. Art Galleries;
p. Dry cleaning, provided all cleaning is conducted off premises;
q. Bakeries
r. Mortuaries without cremation;
s. Day care facilities;
t. Home occupations as defined in Section 2.06.10 of the Stuart Land Development Code
u. Health spas;
v. Personal services;
w. Drugstores and pharmacies;
x. Parking garages;
y. Nursing Homes;
z. Assisted Living Facility (for the purposes of this ordinance, "Assisted Living Facility" means a facility operated for profit, which provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are unrelated to the owner/administrator.

58. The following uses shall be permitted individually or in combination in all RPUD Parcels: (existing)
    aa. Single Family;
    bb. Townhouse;
    cc. Multi-family;
    dd. Assisted Living Facility (for the purposes of this ordinance, "Assisted Living Facility" means a facility operated for profit, which provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are unrelated to the owner/administrator.

Prohibited

59. Billboards are prohibited within the entire PUD. (existing)

60. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited. (existing)

Platting

61. Plat approval per Section 11.01.06.1 of the City's Land Development Code shall occur prior to any future development permit being issued. (existing)

62. The new Avonlea PUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. Prior to application for any development, the applicants shall form a master POA or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common infrastructure and common areas. (existing)

63. The Avonlea Preserve A and B (Parcels 2 and 12) shall be re-platted with City Commission approval prior to any development activity is approved on the respective Parcel. Each Parcel is permitted to be individually platted and developed subject to the specific timetable for development herein. (new)

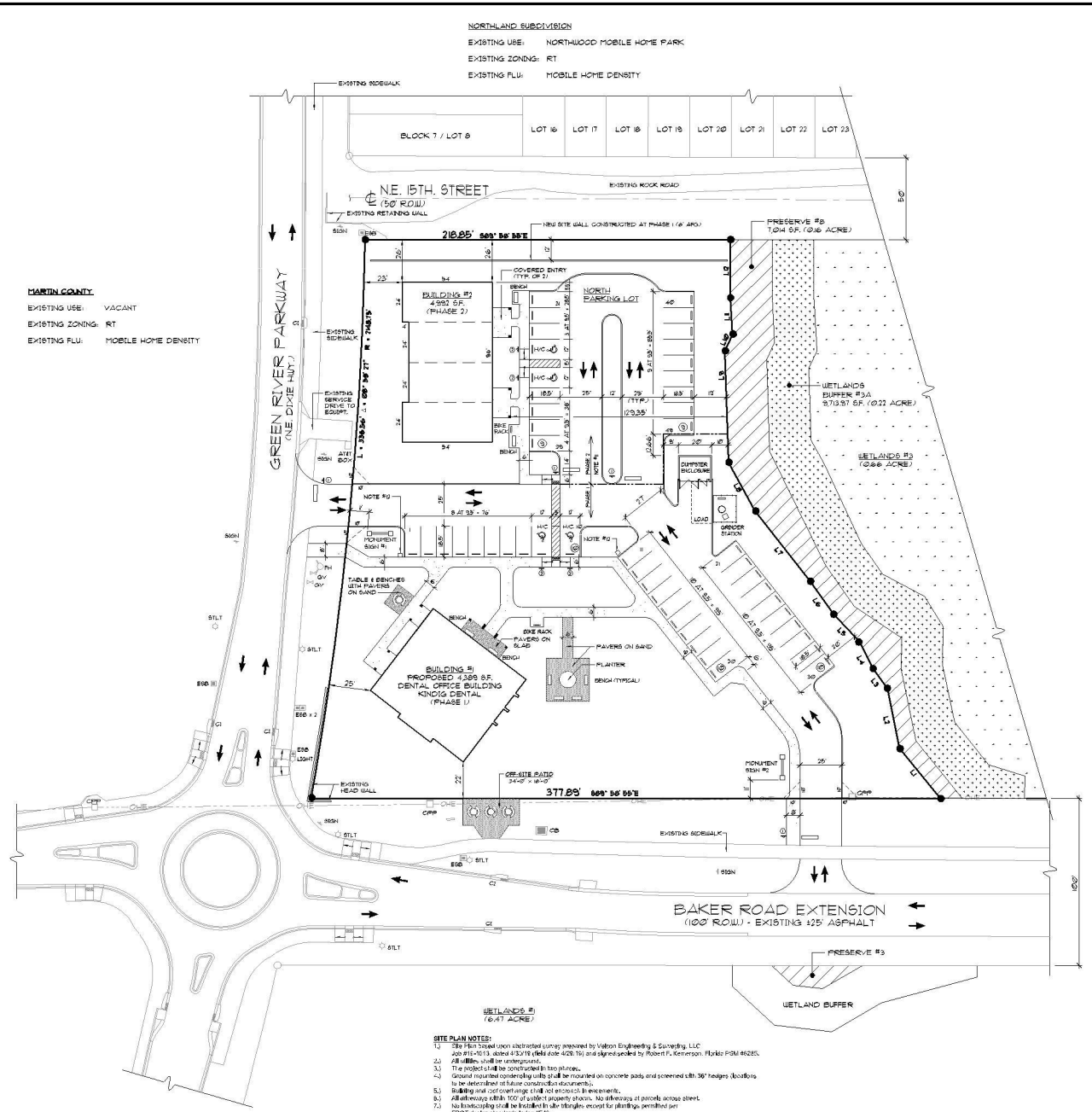
Densities and Intensities

64. Density transfers shall not apply to this PUD. (existing)

65. The property is designated Neighborhood/Special District, which is a mixed-use category within the City's Comprehensive Plan, and accordingly, shall achieve the vertical or horizontal mix of uses through strict adherence to the minimum and maximum ratios of residential and non-residential uses depicted in the City's Comprehensive Plan. The ratios that must be maintained for the entire PUD are 30% to 90% for residential and 10% to 70% for non-residential. (existing)

66. The following matrix shows maximum densities and intensities for each Parcel as depicted on the Master Parcel Plan. However, it should be noted, due to design constraints such as, lot dimensions, building configurations, parking, landscaping, stormwater, and preserve area requirements, etc., this does not guarantee that these maximums will be approved. (revised)

Avonlea PUD Maximum Density (RPUD and CPUD)								
Parcel	Name	PUD Type	Total Acres including preserve areas	Residential/Live work Units		Commercial SF	Residential Units permitted in CPUD	ALF Beds (Total Maximum within PUD)
				Maximum	Approved			
1	Avonlea Crossings A	CPUD	2.07	N/A		20,000 Phase 1 – 4,389 Phase 2 – 4,992	N/A	200
2	Preserve A	RPUD	3.11	44	30	N/A	N/A	
3-9	Avonlea Commerce Phase 2	CPUD	0.79	5	TBD	33,300	N/A	
*	Avonlea Commerce Phase 1	CPUD	2.21	5 (Complete)		23,700 sf (Complete)	N/A	
10	East Village	CPUD	4.07	50	TBD	100,000	80	
11	Preserve D	CPUD	0.90	N/A		15,000	N/A	
12	Preserve B	RPUD	3.07	46	32	N/A	N/A	
13	Preserve C	RPUD	6.35	123	TBD	N/A	N/A	
14	Avonlea Crossings C	CPUD	1.60	N/A		20,000	N/A	
15	Avonlea Crossings D	CPUD	0.90	5	TBD	5,000	0	
16	Avonlea Crossings B	CPUD	4.22	75	TBD	65,000	80	



SITE PLAN
1" = 30'-0"

GRAPHIC SCALE - 1"=30'-0"

SITE PLAN NOTES:

1.) Site Plan based upon sketch and survey prepared by Velson Engineering & Surveying, LLC Job #16-1013, dated 4/3/18 (field date 4/26/16) and signed/sealed by Robert F. Kemerson, Florida PSM #6285.
2.) All utilities shall be underground.
3.) The project shall be constructed in two phases.
4.) Ground mounted condensing units shall be mounted on concrete pads and screened with 36" hedges (locations to be determined at future construction documents).
5.) Building and roof overhangs shall not encroach in easements.
6.) All driveways within 100' of utilized property shown. No driveways at parcels across street.
7.) No landscaping shall be installed in site triangles, except for plantings permitted per FDOT design standards Index #546.
8.) Vinyl coating at chain link fence shall be black or green at lift station enclosure.
9.) No directional signs on site.
10.) Phase 2 building and foundation planting of all be designed at a future date.
11.) Phase 2 construction shall include Building #2, North Parking Lot and east landscape buffer of Phase II. West landscape buffer and site wall (with landscaping) shall be constructed at Phase 1.
12.) Future electric car charging station. Conduits shall be installed with Phase 1 construction.

INDEX TO DRAWINGS

GP-1	SITE PLAN
R-1	RESULATION PLAN
A-1	FLOOR PLAN - BUILDING #1
A-2	EXTERIOR ELEVATIONS - BUILDING #1
A-3	EXTERIOR ELEVATIONS - BUILDING #1
SL-1	SITE LIGHTING PLAN
LP-1	LANDSCAPE PLAN
LP-2	LANDSCAPE DETAILS
C-1	CIVIL ENGINEERING PLAN
1	SURVEY

PROJECT DATA:

PRINCIPAL USE: PROFESSIONAL AND MEDICAL OFFICES
ZONING: COMMERCIAL PLANNED UNIT DEVELOPMENT
LAND USE: NEIGHBORHOOD / SPECIAL DISTRICT
LOT SIZE: 89,137 s.f. (2.07 ACRES+)

DISTRIBUTION:
Building Area = 8,381 S.F. = 10.40% < 15% maximum (One Story Building)
Impervious Area = 31,246 S.F. = 34.67% lot coverage
Pervious Area = 49,478 S.F. = 54.93% > 25% minimum
TOTAL = 89,137 S.F. = 100.00% lot coverage

PARKING REQUIREMENTS:
8,381 S.F. / 200 S.F. = 42 spaces required
48 spaces provided

2 handicapped spaces required and 4 provided within 46 provided stalls.
Parking stalls shall be striped per "Typical Parking Stalls Details" on Sheet R-1.
1 loading space required with 1 provided (12' x 25')

All stalls shall be striped and have concrete wheel stops.
All landscaped areas shall be curbed or protected with wheel stops.
Parking Lot shall be 6" concrete or asphalt.
Handicapped stalls shall have approved sign on pole and pavement marking.

BUILDING:

Required Setbacks	Actual Setbacks
Front (South) = 20'	Front (South) = 22'
Rear (North) = 25'	Rear (North) = 28' (adjacent to residential)
Interior Side (East) = 5'	Interior Side (East) = 125.35
Street Side (West) = 5'	Street Side (West) = 25'

Maximum Height = 45'-0" Height = 21'-0" to median distance for sloping roofs between eave and ridge

BUILDING TYPE: Type B, unprotected and unsprinkled.

HOURS OF OPERATION:
Monday thru Friday - 7:00 A.M. to 6:00 P.M.
Saturday & Sunday - 8:00 A.M. to 5:00 P.M.

Flood Zone "X" - per FIRM MAP 12085C0132G - Dated March 18, 2013

SIGN SCHEDULE: Signs shall comply with M.U.T.C.D.
(1) Stop Sign with Stop Bar
(2) Handicapped Sign with 5.250 Pine

PCN # 28 - 37 - 41 - 013 - 000 - 00010 - 0

DEVELOPMENT TEAM

OWNER:
CHRISTOPHER W. & MELISSA C. KINDIG
9-A Nile Way
Jensen Beach, Florida 34957

CIVIL ENGINEER & SURVEYOR:
VR CONSTRUCTION & SURVEYING, LLC.
850 NW Peacock Blvd. - Suite 9
Port St. Lucie, Florida 34986
(772) 879-0477

SITE LIGHTING DESIGNER:
KUOPPALA & ASSOCIATES, P.A.
925 South Military Trail - Suite D-10
West Palm Beach, Florida 33415
(561) 683-1909

LANDSCAPE ARCHITECT:
DITTRICH LANDSCAPE ARCHITECTURE
2740 S.W. Martin Downs Blvd., Suite #109
Palm City, Florida 34990
(561) 719-9076

TRAFFIC ENGINEER:
ROBERT KEITH
599 W. Hypoluxo Trail
West Palm Beach, Florida 33411
(561) 758-3758

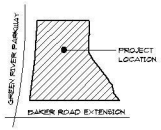
LEGAL DESCRIPTION:
LOT 1, KEN (AVONLEA) P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 28, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ABBREVIATIONS:

F.H.	FIRE HYDRANT
S.B.	SETBACK
L.S.B.	LANDSCAPE BUFFER
U.E.	UTILITY EASEMENT
M.H.	MANHOLE
F.F.	FINISHED FLOOR
M.S.L.	MEAN SEA LEVEL
F.P.L.	FLORIDA POWER & LIGHT
D.E.	DRAINAGE EASEMENT
I.C.B.	INCOMPATIBLE BUFFER
E.O.P.	EDGE OF PAVEMENT
C.B.	CATCH BASIN
T.R.	TRASH RECEPTACLE
O.H.E.	OVERHEAD ELECTRIC
E.S.B.	ELECTRIC SERVICE BOX
G.V.	GATE VALVE
ST.LT.	STREET LIGHT
C.P.P.	CONCRETE POWER POLE
A.T.T.	TELEPHONE EQUIPMENT BOX
SIGN	STREET SIGN - EXISTING
H.C.	HANDICAPPED
E.S.B.	ELECTRIC SERVICE BOX

PRESERVE 8 LINE TABLE

LINE	LENGTH	BEARING
L-1	38.92'	S 35°20'11" E
L-2	36.53'	S 11°31'26" E
L-3	15.00'	S 35°33'43" E
L-4	17.57'	S 26°48'23" E
L-5	22.95'	S 43°05'39" E
L-6	23.84'	S 15°00'50" E
L-7	54.10'	S 38°14'31" E
L-8	32.82'	S 28°46'22" E
L-9	66.91'	S 01°42'54" E
L-10	10.90'	S 24°35'21" W
L-11	22.22'	S 03°22'16" E
L-12	34.50'	S 00°01'05" W



PROJECT LOCATION MAP
NO SCALE

REVISIONS	BY

KUOPPALA & ASSOCIATES, P.A.
ARCHITECTS
LICENSE #AAC-001858
ROBERT E. KUOPPALA
FLORIDA ARCHITECT #9461
925 SOUTH MILITARY TRAIL SUITE D-10 (561) 683-1909-OFF.
WEST PALM BEACH, FLORIDA 33415 (561) 683-1975-FAX.

OCTOBER 30, 2018

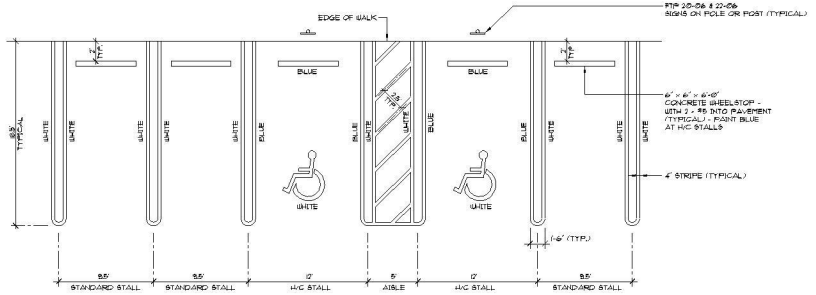
NEW PROFESSIONAL & MEDICAL OFFICES

KINDIG PROFESSIONAL PLAZA

LOT #1 - AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

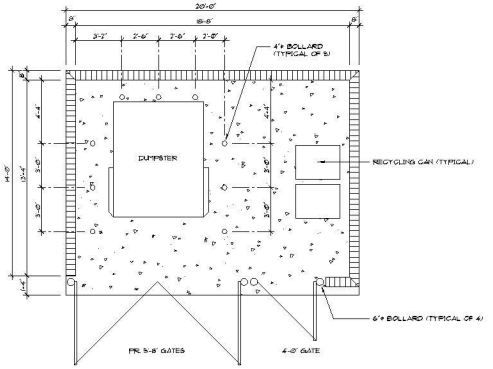
DRAWN	GMJT
CHECKED	KUOPPALA
DATE	OCTOBER 30, 2018
SCALE	AS NOTED
COMM. NO.	18-06
SHEET	SP-1
Page 295 of 480	SHEETS

T:\2018\18-06\CAD\M



TYPICAL PARKING STALLS DETAIL - 90°

NO SCALE

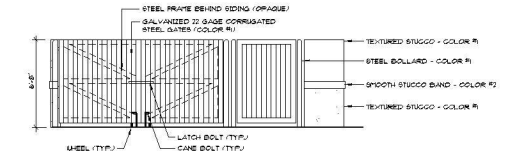


DUMPSTER ENCLOSURE PLAN

1/4"=1'-0"

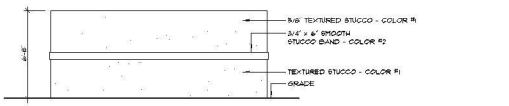
DUMPSTER ENCLOSURE NOTES:

1.) Bollards shall be steel filled with concrete, typ of 4'-0" above concrete pad and painted Safety Yellow.
2.) Slab shall be 6" thick concrete (3,000 PSI @ 28 days) with 1 layer 6 X 6 X 10/10 WWF with footings at bollards and CMU walls.
3.) Gates shall be opaque and maintain minimum 90 degree swing clearance when anchored and in "full open" position. Gates shall have gate stops or some form to lock gates open during servicing.
4.) Gates shall remain closed except during pick up and being serviced.
5.) Pedestrian access gate shall have self-closing hardware.



SOUTH ELEVATION

1/4"=1'-0" (DUMPSTER ENCLOSURE)



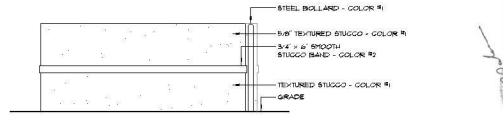
EAST ELEVATION

1/4"=1'-0" (DUMPSTER ENCLOSURE)



NORTH ELEVATION

1/4"=1'-0" (DUMPSTER ENCLOSURE)



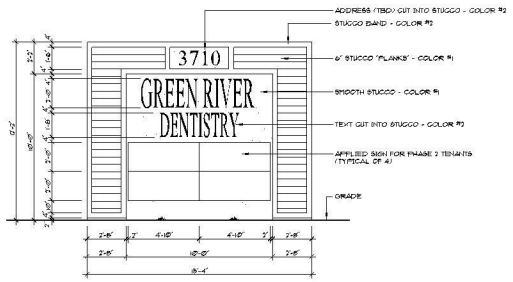
WEST ELEVATION

1/4"=1'-0" (DUMPSTER ENCLOSURE)



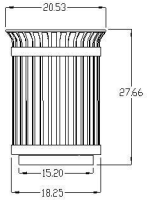
SITE WALL ELEVATION

1/4"=1'-0"



MONUMENT SIGN ELEVATION (FACING STREET)

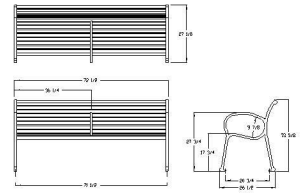
1/4"=1'-0" TYPICAL OF 2 FACES



TRASH RECEPTACLE

NO SCALE

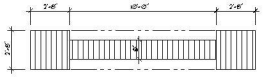
NOTES:
1) ANCHOR RECEPTACLE TO SLAB.
2) UNIT SHALL BE HUNTCO 'BINATCHEE' OR APPROVED EQUAL. COLOR SHALL BE BLUE OR WHITE AND FINISH SHALL BE THERMOPLASTIC COATING.



BENCH DETAIL

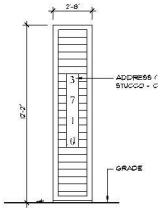
NO SCALE

NOTES:
1) ANCHOR BENCH TO SLAB.
2) UNIT SHALL BE HUNTCO 'LILLIAPETTE' OR APPROVED EQUAL. COLOR SHALL BE BLUE OR WHITE AND FINISH SHALL BE THERMOPLASTIC COATING.



MONUMENT SIGN PLAN

1/4"=1'-0"



MONUMENT SIGN ELEVATION (END FACING STREET)

1/4"=1'-0" TYPICAL OF 2 FACES - NO ADDRESS AT INBOARD FACE

MONUMENT SIGN CALCULATIONS:

A.) CODE REQUIREMENTS:
- 1.) One double faced sign per frontage.
- 2.) 0.75 S.F. per frontage with maximum 100 S.F. per sign.

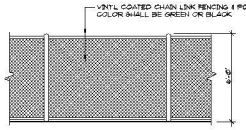
B.) SOUTH PROPERTY LINE FRONTING BAKER ROAD:
- 1.) Frontage = 337.39'
  - 337.39' X 0.75 = 253 S.F.
  - Maximum sign area = 100 S.F.
  - Actual sign area = 100 S.F. (Note #1)

C.) WEST PROPERTY LINE FRONTING GREEN RIVER PARKWAY:
- 1.) Frontage = 336.56'
  - 336.56 X 0.75 = 252 S.F.
  - Maximum sign area = 100 S.F.
  - Actual sign area = 100 S.F. (Note #1)

D.) Address numbers shall be minimum 6" high

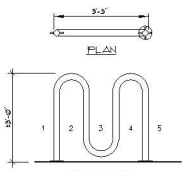
E.) Text subject to change.

NOTES:
1.) Sign copy area does not include decorative plem each side of sign copy.
2.) Signs shall require separate permits.



CHAIN LINK FENCE

NO SCALE AT GRINDER STATION



BIKE RACK

NO SCALE

NOTES:
1) ANCHOR RACKS TO SLAB.
2) UNIT SHALL BE HUNTCO BR-5 OR APPROVED EQUAL. COLOR SHALL BE BLUE OR WHITE AND FINISH SHALL BE THERMOPLASTIC COATING.

REVISIONS	BY

KUOPPALA & ASSOCIATES, P.A.
ARCHITECTS
LICENSE #AAC-001656
ROBERT E. KUOPPALA
FLORIDA ARCHITECT #9461
925 SOUTH MILITARY TRAIL SUITE D-10 (561) 683-1909-OFF.
WEST PALM BEACH, FLORIDA 33415 (561) 683-1975-FAX.

SEPTEMBER 30, 2019

NEW PROFESSIONAL & MEDICAL OFFICES

KINDIG PROFESSIONAL PLAZA

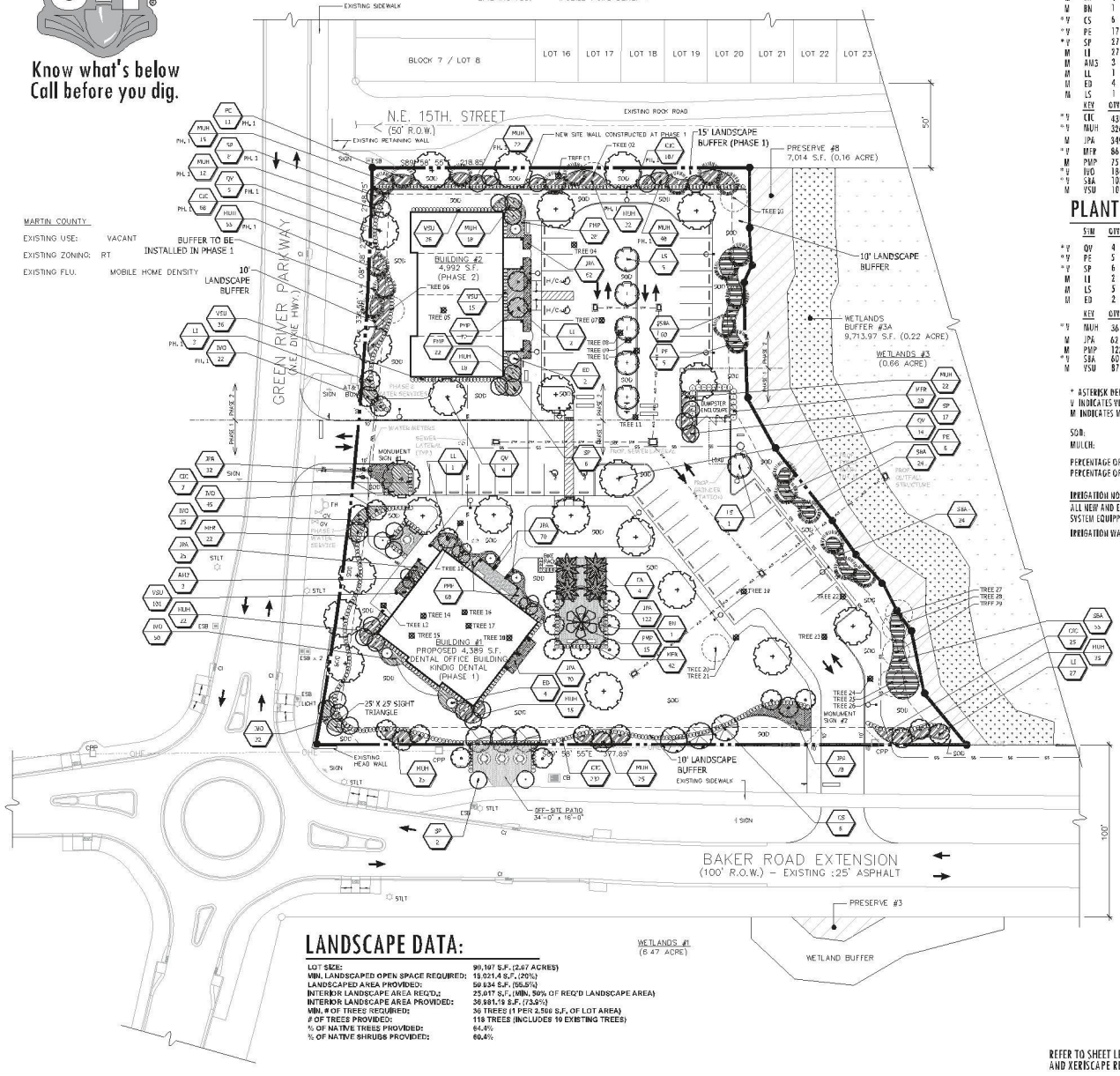
LOT #4 - AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

DRAWN	GMT
CHECKED	KUOPPALA
DATE	SEPTEMBER 30, 2019
SCALE	AS NOTED
COMM. NO.	19-006
SHEET	R-1

10052019 CC M

Know what's below
Call before you dig.

NOTE: THE ENTIRE NORTH AND WEST BUFFERS SHALL BE INSTALLED DURING PHASE 1



PLANT LIST (PHASE 1)

	SIM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES:
*V	QV	19	QUERCUS VIRGINIANA	LIVE OAK	14' O.A., 3" DBH	6' MIN.	FULL & THICK, SINGLE TRUNK
M	CN	4	COCOS NUCIFERA	COCONUT PALM	4' G.W.	-	FULL & THICK, MATCHED HEIGHTS
M	BN	1	BISMARCKIA NOBILIS	BISMARCK PALM	14' O.A.	-	FULL & THICK, SPECIMEN
*V	CS	6	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	12' O.A., 3" DBH	6' MIN.	FULL & THICK, SINGLE TRUNK
*V	PE	17	PINUS ELLIOTTII 'DENSA'	S. FLA. SLASH PINE	12-14' O.A., 3" DBH	6' MIN.	FULL & THICK, SINGLE TRUNK
*V	SP	27	SABAL PALMETTO	CABBAGE PALM	8'-12' C.T.	-	FULL & THICK, STAGGER HEIGHTS, SLICK
M	LI	27	LAGERSTOEMIA INDICA 'MUSKOGEE'	CRAPE MYRTLE STD.	12' O.A.	6' SPD.	FULL & THICK, SINGLE-TRUNK, 4' C.T.
M	AMS	3	ADONIDIA MERRILLII	CHRISTMAS PALM (TRIPLE)	12' O.A.	-	FULL & THICK, TRIPLE TRUNK
M	LL	1	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE	6' X 8' SPD.	8'	FULL & THICK, MULTI-TRUNK, 3' C.T.
M	ED	4	ELAEOCARPUS DECEPIENS	JAPANESE BLUEBERRY	10' O.A.	4'	FULL & THICK TO GROUND, CONE
M	LS	1	LAGERSTOEMIA SPECIOSA	QUEEN CRAPE MYRTLE	12' O.A.	6'	FULL & THICK, SINGLE TRUNK

	KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	O.C.	REMARKS
*V	CIC	439	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	#3, 24" MIN.	18" MIN.	24"	FULL & THICK TO BASE
*V	MUH	320	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	#3, 16" O.A.	16"	30"	FULL & THICK TO BASE
M	JPA	349	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	#3, 16" SPD.	16"	24"	FULL & THICK TO BASE
*V	MYR	86	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	4' O.A.	24"	24-36"	FULL & THICK TO BASE
M	PMP	75	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWF. PODOCARPUS	#3, 16" O.A.	14"	24"	FULL & THICK TO BASE
*V	IVO	184	ILEX YOMITORIA	DWF. YAUPON HOLLY	#3, 18" O.A.	18"	24"	FULL & THICK TO BASE
*V	SBA	105	SPARTINA BAKERI	SAND CORD GRASS	#3, 36" O.A.	24"	36"	FULL & THICK TO BASE
M	VSU	101	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	#3, 24" O.A.	18"	24"	FULL & THICK TO BASE

PLANT LIST (PHASE 2)

	SIM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES:
*V	QV	4	QUERCUS VIRGINIANA	LIVE OAK	14' O.A., 3" DBH	6' MIN.	FULL & THICK, SINGLE TRUNK
*V	PE	5	PINUS ELLIOTTII 'DENSA'	S. FLA. SLASH PINE	12-14' O.A., 3" DBH	6' MIN.	FULL & THICK, SINGLE TRUNK
*V	SP	6	SABAL PALMETTO	CABBAGE PALM	8'-12' C.T.	-	FULL & THICK, STAGGER HEIGHTS, SLICK
M	LI	2	LAGERSTOEMIA INDICA 'MUSKOGEE'	CRAPE MYRTLE STD.	12' O.A.	6' SPD.	FULL & THICK, SINGLE-TRUNK, 4' C.T.
M	LS	5	LAGERSTOEMIA SPECIOSA	QUEEN CRAPE MYRTLE	12' O.A.	6'	FULL & THICK, SINGLE TRUNK
M	ED	2	ELAEOCARPUS DECEPIENS	JAPANESE BLUEBERRY	10' O.A.	4'	FULL & THICK TO GROUND, CONE

	KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	O.C.	REMARKS
*V	MUH	36	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	#3, 16" O.A.	16"	30"	FULL & THICK TO BASE
M	JPA	62	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	#3, 16" SPD.	16"	24"	FULL & THICK TO BASE
M	PMP	122	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWF. PODOCARPUS	#3, 16" O.A.	14"	24"	FULL & THICK TO BASE
*V	SBA	60	SPARTINA BAKERI	SAND CORD GRASS	#3, 36" O.A.	24"	36"	FULL & THICK TO BASE
M	VSU	87	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	#3, 24" O.A.	18"	24"	FULL & THICK TO BASE

* ASTERISK DENOTES NATIVE PLANT MATERIAL
V INDICATES VERY DROUGHT TOLERANT PLANT MATERIAL
M INDICATES MODERATELY DROUGHT TOLERANT PLANT MATERIAL

SOD: ARGENTINE BAHIA
MULCH: 3" SHREDDED MELALEUCA MULCH (OR APPROVED RECYCLED MULCH) TO BE APPLIED TO ALL PLANTING BEDS.

PERCENTAGE OF NATIVE TREES AND PALMS REQUIRED: 50%
PERCENTAGE OF NATIVE TREES AND PALMS PROVIDED: 62.6%

IRRIGATION NOTE:
ALL NEW AND EXISTING LANDSCAPE AREAS SHALL BE RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

IRRIGATION WATER SOURCE: WELL & PUMP

TREE DISPOSITION CHART

TREE #	PHASE	BOTANICAL NAME	COMMON NAME	SIZE (DBH)	DISPOSITION	MITIGATION (DBH)
01	2	SYZYGIUM PAPOSTEROLIA	SYZYGIUM	16"	REMOVE	NONE
02	2	PINUS ELLIOTTII 'DENSA'	SLASH PINE	16"	REMAIN	
03	2	PINUS ELLIOTTII 'DENSA'	SLASH PINE	14"	REMAIN	
04	2	PINUS CLAUSA	SAND PINE	13"	REMOVE	19.5" (X1.5)
05	2	PINUS CLAUSA	SAND PINE	10"	REMOVE	15" (X1.5)
06	2	PINUS CLAUSA	SAND PINE	9"	REMAIN	
07	2	PINUS CLAUSA	SAND PINE	15"	REMOVE	22.5" (X1.5)
08	2	PINUS CLAUSA	SAND PINE	8"	REMOVE	12" (X1.5)
09	2	PINUS CLAUSA	SAND PINE	9"	REMOVE	13.5" (X1.5)
10	2	PINUS CLAUSA	SAND PINE	11"	REMOVE	16.5" (X1.5)
11	1	PINUS CLAUSA	SAND PINE	9"	REMOVE	13.5" (X1.5)
12	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	12"	REMOVE	18" (X1.5)
13	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	14"	REMOVE	21" (X1.5)
14	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	10"	REMOVE	15" (X1.5)
15	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	7"	REMOVE	10.5" (X1.5)
16	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	12"	REMOVE	18" (X1.5)
17	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	15"	REMOVE	22.5" (X1.5)
18	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	14"	REMOVE	21" (X1.5)
19	1	PINUS CLAUSA	SAND PINE	10"	REMOVE	15" (X1.5)
20	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	15"	REMAIN	
21	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	9"	REMOVE	13.5" (X1.5)
22	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	16"	REMOVE	24" (X1.5)
23	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	12"	REMOVE	18" (X1.5)
24	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	14"	REMOVE	21" (X1.5)
25	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	13"	REMAIN	
26	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	15"	REMAIN	
27	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	13"	REMAIN	
28	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	10"	REMAIN	
29	1	PINUS ELLIOTTII 'DENSA'	SLASH PINE	9"	REMAIN	

TOTAL MITIGATION REQUIRED (PHASE 1): 231" (92.4 TREES, 2.5" DBH)
TOTAL MITIGATION REQUIRED (PHASE 2): 99" (39.6 TREES, 2.5" DBH)
TOTAL MITIGATION REQ'D. (BOTH PHASES): 352.5"
TOTAL MITIGATION TREES REQ'D.: 141 TREES (2.5" DBH)

LANDSCAPE DATA:

LOT SIZE:	90,197 S.F. (2.07 ACRES)
MIN. LANDSCAPED OPEN SPACE REQUIRED:	18,021.4 S.F. (20%)
LANDSCAPED AREA PROVIDED:	50,634 S.F. (56.5%)
INTERIOR LANDSCAPE AREA REQ'D.:	25,017 S.F. (MIN. 50% OF REQ'D LANDSCAPE AREA)
INTERIOR LANDSCAPE AREA PROVIDED:	36,881.9 S.F. (73.8%)
MIN. # OF TREES REQUIRED:	36 TREES (1 PER 2,500 S.F. OF LOT AREA)
# OF TREES PROVIDED:	118 TREES (INCLUDES 19 EXISTING TREES)
% OF NATIVE TREES PROVIDED:	64.4%
% OF NATIVE SHRUBS PROVIDED:	60.4%

LEGEND
EXISTING TREE TO BE REMOVED — TREE 057
EXISTING TREE TO REMAIN — TREE 057

REFER TO SHEET LP-2 FOR PLANTING DETAILS, SPECIFICATIONS AND XERISCAPE REQUIREMENTS

Landscape Plan

0 15' 30' 60' 90' 120'
NORTH

Litterick Landscape Architecture
2740 SW Martin Downs Blvd. #199
Palm City, FL 34990
561-719-3876
Jasonl1677@yahoo.com

Project Name
NEW PROFESSIONAL & MEDICAL OFFICES
KINDIG PROFESSIONAL PLAZA
LOT #1 - AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

Landscape Architect of Record
Jason M. Litterick, RLA
(LA0001417)

Jason Litterick
Digitally signed by Jason Litterick
Date: 2019.10.09 13:10:15 -04'00'

Scale: 1" = 30'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	7/25/19
Job no.:	
Revisions:	9/30/19

Sheet No.
LP-1

LANDSCAPE NOTES

1. ALL PLANT MATERIALS SHALL BE FLORIDA GRADE #1 OR BETTER AS DETERMINED BY THE DIVISION OF PLANT INDUSTRY GRADING AND STANDARDS LATEST EDITION.

2. ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF SUNNY ISLES DEVELOPMENT REGULATIONS.

3. THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF STUART, THE OWNER AND THE LANDSCAPE ARCHITECT.

4. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE PROJECT DRAWINGS AND UTILITY PLANS PRIOR TO CONSTRUCTION AND NOTIFY ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL FIELD LOCATE THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING DIGGING.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

6. ALL TREES SHALL BE LOCATED A MINIMUM OF 5' (FIVE FEET) FROM ALL CURB AND GUTTER AND A MINIMUM OF TEN (10) FEET OF CLEARANCE TO THE EDGE OF THE SEA.

7. ALL SOD SHALL BE STRIPED FROM ENCROACHING FLOWERBED OR ARBORISTIC BEDS.

8. ALL IRRIGATION SHALL BE EFFECTIVE AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE USE OF WALKWAYS PERTINENT TO PUBLIC RIGHT-OF-WAY OR PEDESTRIAN RIGHT-OF-WAYS.

9. CLEAR VISIBILITY SHALL BE BETWEEN BETWEEN 30" AND 8' WITHIN SIGHT VISIBILITY TRIANGLES. 15' X 30' SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. BE APPROVAL ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

10. ALL LANDSCAPE MULCHES AND ROCK SHALL BE FREE OF WEED, ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAR LIMESTONE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

11. ALL PROPOSED LANDSCAPE AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSING DEVICE ACCORDING TO LOCAL CODES TO BECOMES. IRRIGATION SYSTEM SHALL BE PULLED TIGHT & STILL KINKED AND CUT OFF SO THAT ONLY BE USED THROUGH PIPING.

12. ALL ROOT GROWTH STIMULATORS SHALL BE APPLIED PER LABEL DIRECTIONS. ALL TREES SHALL BE STAKED WITH APPROPRIATE HORSE MATERIALS. HEIGHT OF PLANT DESTROYS AT TIME OF INSTALLATION SHALL NOT AT LEAST 2.5 TALL AT THE WIDTH BEING SCREENED AND SHALL BE STAKED APPROPRIATELY AS NEEDED TO PROVIDE COMPLETE SCREENING OF UTILITY CABINET DUE TIME OF INSTALLATION.

13. ALL TREES NOT DESTROYED DURING LANDSCAPE SITE SHALL RECEIVE A 4-6" DIA. MULCH RING.

14. ALL EXISTING SOD/GROUNDCOVER VEGETATION SHALL BE DISPOSED FROM SUBJECT PROPERTY PRIOR TO ANY CERTIFICATE OF OCCUPANCY.

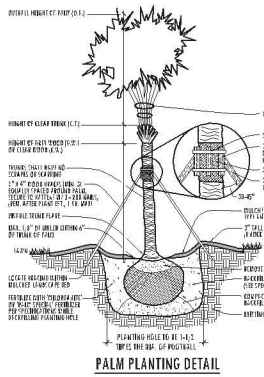
15. TREES ARE TO BE INSTALLED WITH A 10' SEPARATION FROM FRONT FACE OF BUILDING, SIGNS AND UP FLIGHTS HYDRANTS, AND LIFT STATIONS, OR AS TO SEPARATION CANNOT BE ACHIEVED, THE TREE COULD INSTALLED WITH A ROOT BARRIER SYSTEM. INCLUDING BUILDING SHALL A TREE EXCEPTION INTO A PHASE INSTEAD FROM PREVIOUS APPROVALS AND MUST NOT CAN BE INSTALLED WITHIN 2.5' OF A STRUCTURE UNLESS OTHERWISE APPROVED BY THE FIRE DEPARTMENT.

16. ALL PLANT MATERIALS SHALL BE INSTALLED AT THE HEIGHT, SPREAD AND SIZE SHOWN ON THE PLANT LIST. CONTRACTOR SIZES ARE GIVEN AS A SUGGESTED GUIDE.

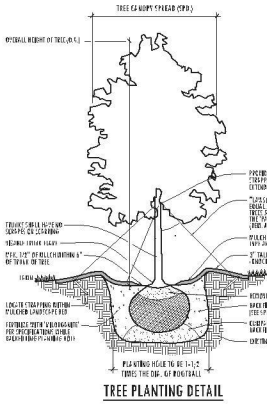
XERISCAPE DESIGN OPTIONS

DESIGN OPTIONS	POINTS	POINTS
(1) UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAINSWITCH.	5	5
(2) PLAN SUBMITTED WITH LOW, MODERATE, AND HIGH WATER USAGE ZONES INDICATED ON LANDSCAPE PLAN.	5	0
(3) GRASS: (A) 25-50 PERCENT OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST. (B) 51 PERCENT OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	5 10	0 10
(4) SHRUBS (A) 25-50 PERCENT OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST. (B) 51 PERCENT OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	5 10	0 10
(5) TREES (A) 25-50 PERCENT OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST. (B) 51 PERCENT OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	5 10	0 10
(6) EXTRA SHADE TREES IN VEHICULAR USE AREAS (A) 25 PERCENT MORE THAN REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREAS. (B) 50 PERCENT MORE THAN REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREAS.	5 10	5 0
(7) SOD AREA LESS THAN 50 PERCENT OF LANDSCAPE AREA	10	0
(8) UTILIZATION OF COMPACTED MULCHED PLANTING BEDS AT LEAST THREE INCHES IN DEPTH IN ALL PLANTED AREAS EXCEPT GROUND COVERS. NO CYPRESS MULCH IS NOT RECOMMENDED.	10	10
	TOTAL REQUIRED:	50
	TOTAL PROVIDED:	50

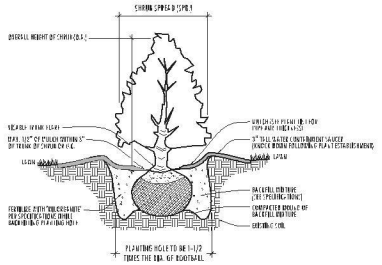
PLANTING DETAILS



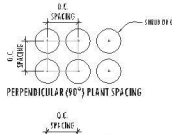
PALM PLANTING DETAIL



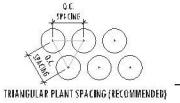
TREE PLANTING DETAIL



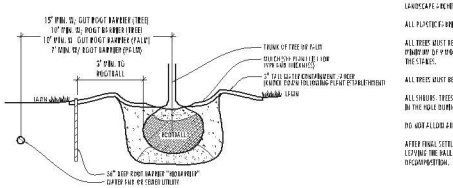
SHRUB & GROUNDCOVER PLANTING DETAIL



PERPENDICULAR (90°) PLANT SPACING



TRIANGULAR PLANT SPACING (RECOMMENDED)



ROOT BARRIER DETAIL

PLANTING SPECIFICATIONS

1. SCOPE OF WORK

LANDSCAPE CONTRACTOR WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

ALL LAYOUT AND PLANTING FOR SOIL AMENDMENTS ARE FERTILIZER THAT IS RECOMMENDED TO ENSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIALS, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THESE PLANS SET.

2. QUALITY ASSURANCE

LANDSCAPE CONTRACTOR MUST BE REGULARLY ENGAGED IN THE INSTALLATION OF LIVING PLANT MATERIAL. LABOR CREW SHALL BE ACCUSTOMED AND DIRECTED BY A LANDSCAPE FOREMAN WHO SHALL BE PRESENT AT ALL TIMES DURING PLANTING OPERATIONS. THE LANDSCAPE CONTRACTOR SHALL EMPLOY ONLY SKILLED PLANTING PERSONNEL FAMILIAR WITH PLANTING PROCEDURES ACCEPTED BY THE LOCAL NURSERY AND LANDSCAPE INDUSTRY.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL INVEST LAYOUT AND SCHEDULING PRIOR TO INSTALLATION OF MATERIAL. MINOR ADJUSTMENT TO IRRIGATION DESIGN MAY BE MADE IN RESPONSE TO THE NEEDS OF SPECIFIC PLANT MATERIAL. THE LANDSCAPE ARCHITECT MUST BE NOTIFIED OF SUCH CHANGES.

3. MATERIALS

PLANT SIZE AND QUALITY
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. TOTALLY FREE PLANT, SO TRUNKS OR FAVORED BUDS DEVELOPMENT THAT FIRST APPEARANCE IS UNDISTINGUISHABLE AND IT IS WITHOUT ABRUPTLY TAPERING IN FRONT, NOTICE OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE VIGOROUS, SOUND HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES AND PALMS FOR PRE-PLANTED BODY SHALL BE UNDAMAGED BY SIZE AND SHAPE. ALL BOTANICAL NAMES ARE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE PLANTS FURNISHED SHALL BE ACCEPTABLE FOR THEIR BEAUTY AND FLORIDA NUMBER 1. PLANTS SHALL BE PROVIDED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. ALL PLANTS SHALL BE FREE OF DISEASE OR ANY OTHER OBJECTIONABLE INFESTATION.

CONTAINER GROWN PLANTS SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND BOTH ALIKE IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

CONTAINER GROWN PLANTS SHALL HAVE A DEVELOPED ROOT STRUCTURE SO THAT THE POT DOES STAYS INTACT WHEN REMOVED FROM CONTAINER. IN NO CASE SHALL THE PLANT CONTAIN CIRCLING ROOTS THAT ARE ROOT-BOUND.

QUANTITIES
ALL QUANTITIES INDICATED ON THE PLANT LIST ARE DETERMINED AS A GUIDE FOR THE BIDDERS AND DOES NOT RELIEVE THE BIDDER OF HIS RESPONSIBILITY TO DO A COMPREHENSIVE PLANT TAKE OFF. SHALL A DISCREPANCY OCCUR BETWEEN THE BIDDER'S TAKE OFF & THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT TO BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF THE BID.

MULCH
MULCH SHALL BE A SHREDDED VARIETY AS SPECIFIED IN THE PLANT LIST. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3" EXCEPT FOR THOSE SPECIFIC SITUATIONS SHOWN BELOW IN SECTION 4 UNDER PLANTING DETAILS.

FERTILIZER
FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF "ROUGHAGRITE" ACTIVATED SLUDGE UNDER BOTH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS SHALL BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THE FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS. FERTILIZER ALLOWED PLANTINGS PER RATES SHOWN BELOW:

TREES:
FERTILIZE NEW TREES WITH "TRIPLEMIX-MIXTURE" AT THE FOLLOWING RATES:

- 8" AND SMALLER:	3-4 LBS.
- 9"-11" DIA.:	4-6 LBS.
- 12" AND TO 18":	6-8 LBS.

(1 CUPS = 1 LB.)

SHRUBS:
FERTILIZE NEW SHRUBS AND 2 OCCASTS WITH "TRIPLEMIX-MIX" AT THE FOLLOWING RATES:

- 4-6" POTS:	1 CUP
- 1 GAL.:	1 CUP
- 2 GAL.:	1 CUP
- 7-10 GAL.:	2 CUPS
- 15 GAL. AND GREATER:	3 CUPS

PALM TREES:
FERTILIZE NEW PALM TREES WITH A "PALM SPECIAL" FERTILIZER BY SCOTT PELLGRO PALM. FERTILIZER SHALL CONTAIN AN ADDITIONAL MAGNESIUM AND MICRO-NUTRIENT AMENDMENT

SOIL
PLANTING SOIL SHALL BE SANDY LOAM AND SHALL CONTAIN A 25% MINIMUM AMOUNT OF RECOMPOSED ORGANIC MATTER. PLANTING SOIL SHALL BE FREE OF CLAY, STONES, PLANTS, PLANT PARTS AND OTHER UNDESIRABLE MATTER OVER 1" IN DIAMETER. THE PLANTING SOIL INCLUDED SHALL NOT BE A MIXED PIECE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO NEWLY PLANTED GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION AND APPROVED BY A CERTIFIED USE WITHIN THE PLANTING SPECIFICATIONS.

ALL SHRUBS, TREES AND GROUND COVER SHALL HAVE IMPROVED SOIL MIX FOR PLANTING SOIL NOTES. THIS SOIL SHALL BE PLACED IN THE HOLE DURING PLANTING. NO DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPACED IN UTILIZING WATER AND 5 TREE BAR.

WATER
WATER FOR PLANTING SHALL BE AVAILABLE AT THE SITE AND SHALL BE PROVIDED BY THE OWNER. LANDSCAPE CONTRACTOR SHALL NOT ASSUME THAT THE IRRIGATION SYSTEM AVAILABLE AT THE TIME OF PLANTING. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PROVIDE ALL THE HOSES OR WATERING DEVICES NECESSARY TO WATER IN THE PLANT MATERIAL IN A HEALTHY GROWING CONDITION. THE WATERING DUTY INCLUDES DEEP SOAKING OF TREES AND THE WATERING OF SHRUB AND GROUND COVER AREAS. ANY PLANT MATERIALS THAT DIE OR THAT ARE NOT IN A HEALTHY GROWING CONDITION DUE TO LACK OF WATER SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. EXECUTION

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT HANDLE OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE GUYED AS NECESSARY OR ANYWHERE HORIZ AFTER AUTHORIZATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN ON THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. ON SITE ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC & WIRE SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AT TIME OF THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 6 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR ULTIMATE REMOVAL AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. DEAD PALMS MAY BE REMOVED AT ONCE.

ALL SHRUBS, TREES AND GROUND COVER SHALL HAVE IMPROVED SOIL MIX FOR PLANTING SOIL NOTES. THIS SOIL SHALL BE PLACED IN THE HOLE DURING PLANTING. NO DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPACED IN UTILIZING WATER AND 5 TREE BAR.

AFTER FINAL SETTLING OF BALLED AND BURLAPPED PLANTS, LOOSEN BURLAP WRAPPING EXPOSING THE TOP OF THE ROOTBALL LEAVING THE BALL UNDISTURBED. REMOVE EXCESS AMOUNTS OF BURLAP TO ELIMINATE POCKETS CONDUCIVE TO MOISTURE CONCENTRATION OR DECOMPOSITION.

CONTAINER GROWN PLANTS SHALL BE WHEN DELIVERED SHALL HAVE SUFFICIENCY GROWTH TO HOLD EARTH INTACT WHEN REMOVED FROM CONTAINER AND SHALL HAVE AT MOST ROUND. PLANT POTS FOR CONTAINER MATERIALS SHALL BE CLIPPED FLAT ON THE BOTTOM TO AFFORD TWO POCKETS AT THE BOTTOM OF POT TO ALLOW CONTAINERS SHALL BE REMOVED CAREFULLY TO PREVENT DAMAGE TO THE PLANT OR PLANT SYSTEM.

TEST TREE PIT WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IF POOR LAKE, PITS SHOULD BE FOUND NOT TO BE SATISFACTORY DRAINING SHALL BE EXCAVATED TO A 4' DEPTH SUFFICIENT FOR DRAINAGE AND BACKFILLING WITH GRAVEL OR CRUSHED ROCK. NO ALLOWANCES WILL BE MADE FOR LOST PLANTING DUE TO IMPROPER DRAINAGE.

PLANTING AND PREPARATION
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS INCLUDING SWALE SHALL BE FREE OF ALL DEBRIS AND NUISANCE VEGETATION. BY TRAPPING GRASS (PARASITIC ROOTING) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE PLANTING AND SEEDY SOIL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND SHALL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAR LIMESTONE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

PLANTING TREES
EXCAVATE PITS PER PLANTING DETAILS. COMPACT CLAY OF TOPSOIL IN PIT WITH A SLIGHTLY RAISED SAUCER TO CENTER.

BACKFILL WITH PURE SOIL WITH TOPSOIL AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD 3-4" HIGH BERM OF EXPOSE BEYOND EDGE OF EXCAVATION. APPLY 3" LAYER SETTLEMENT OF MULCH.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, REMOVE NO MORE THAN 15% OF LEAF AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE EACH TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WITH THE STAKING DETAILS APPROVED TREE AFTER PLANTING.

PLANTING TURFGRASS
LAYOUT SHOWS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT UP TO DEPTH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" DEEPER THAN THE SPREAD OF ROOTS AND 3" DEEPER THAN REQUIRED FOR POSITIONING 3" PROPER HEIGHT. COMPACT A LAYER OF TOPSOIL IN BOTTOM BEFORE PLACING PLANTS. BACKFILL A FOUR PLANTS WITH PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADES SLIGHTLY HIGHER THAN ADJACENT & STRIPS OF EXCAVATION. APPLY 3" OF MULCH.

PRUNE PLANTS TO REMOVE DAMAGED BRANCHES, REMOVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

PLANTING GROUND COVER
LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED & HAS SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE CROWN SLIGHTLY HIGHER AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED. LIFTING PLANT FOLIAGE AWAY MULCH. PURPLE HEAVY GROUNDCOVER IF SPECIFIED. SMALL DAILY PLANTS 1" OF MULCH.

DURING PERIODS OF HOT SUN AND/OR DRIES AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

PLANTING SOD
SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING. SOD SHALL BE EVEN TEXTURE, HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT AND SHALL CONTAIN NO NOXIOUS GRASS, WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PREVIOUS ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS, ELIMINATING ALL RUTS, DEPRESSIONS, STICKS, STONES AND OTHER DEBRIS. ROLL PREPARED LAG ALL SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY OR SOGGY CONDITIONS.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO PROVIDE EVEN OR UNIFORM APPLICATION AS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF SOD. DO NOT FERTILIZE WHEN GRASS IS WET. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SOD TO FIRM SOIL WITHOUT STRETCHING BUT ENSURE CONTACT BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITED FROM SMOOTH EDGES. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

5. MISCELLANEOUS (UNLESS PROVIDED)

LANDSCAPE MAINTENANCE
DURING LANDSCAPE SOD & SEEDING TO A PERIOD NOT LESS THAN 60 DAYS AND UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, ROLLING AND REMOVING GOOSE, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND INSTALLED OPEN FILLING AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

BY THE END OF 5 PERIOD DAMAGE FROM INSECTS OR DISEASE PRIOR TO FINAL ACCEPTANCE, THE PLANTS SHALL BE TREATED BY PREVENTATIVE OR REMEDIAL MEASURES APPROVED FOR GOOD HORTICULTURAL PRACTICE BY NO ADDITIONAL COST TO THE OWNER.

CLEAN UP
THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS EMPLOYEES DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL STATIC MATERIALS, DEBRIS, UNUSED PLANT MATERIALS, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

ANY SOIL, PEAT OR SIMILAR MATERIAL WHICH HAS BEEN BROUGHT ONTO ANY PAVED AREAS SHALL BE REMOVED PROMPTLY KEEPING THESE AREAS CLEAN AS THE WORK PROGRESSES. UPON COMPLETION OF THE PLANTING, ALL EXCESS SOIL, STONES AND DEBRIS SHALL HAVE BEEN PREVIOUSLY CLEANED UP SHALL BE REMOVED FROM THE SITE.

INSPECTIONS & ACCEPTANCE
THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT HIGH COMPLETION OF THE WORK TO REQUEST A FINAL INSPECTION OF THE INSTALLATION AND PLANT MATERIALS. THE LANDSCAPE ARCHITECT AND/OR DELIVERY REPRESENTATIVE SHALL NOTIFY THE LANDSCAPE CONTRACTOR OF ANY DEFICIENCIES IN A "PUNCH LIST" WHICH SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR. CONDITIONAL OR LANDSCAPE ACCEPTANCE OF ALL PLANT MATERIAL AND IRRIGATION SHALL BE GIVEN IN WRITING BY THE LANDSCAPE ARCHITECT AFTER A FULL "PUNCH LIST" ITEMS HAVE BEEN CORRECTED AND ANY PLANT REPLACEMENT, DEAD AND ACCEPTABLE CONDITION OF IRRIGATION SYSTEM HAS BEEN ACCEPTED BY THE CONDITIONAL LANDSCAPE ACCEPTANCE SHALL BE DETERMINED DURING THE 30 DAY RETENTION PERIOD. AFTER 60 DAYS AFTER THE CONDITIONAL LANDSCAPE ACCEPTANCE SHALL BE DETERMINED DURING THE 30 DAY RETENTION PERIOD AND PRIOR TO FINAL LANDSCAPE ACCEPTANCE.

GUYS, BRACES AND REPLACEMENT
ALL PLANTS, TURFGRASS AND GROUNDCOVER SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL LANDSCAPE ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY PLANT MATERIAL OR TURFGRASS MAY DIE OR BECOME IN ANY WAY UNSATISFACTORY SHALL BE REPLACED AT THE SOLE DISCRETION MADE BY THE APPROVED LANDSCAPE PLANS. REPLACEMENTS SHALL BE MADE BY THE LANDSCAPE CONTRACTOR WITHOUT COST TO OWNER AND IN ACCORDANCE WITH THE ORIGINAL SPECIFICATIONS. ALL REPLACEMENTS SHALL BE SUBJECT TO THE SAME GUARANTEE AND REPLACEMENT AS ORIGINALLY SPECIFIED. REPLACEMENTS SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE AT NO EXPENSE TO THE OWNER. ALL REPLACEMENTS SHALL BE IN ACCEPTABLE CONDITION AT THE END OF THE GUARANTEE PERIOD.

PLANT MATERIAL SUBSTITUTION
THERE WILL BE NO SUBSTITUTIONS OF PLANT MATERIAL UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT AND/OR OWNER. THIS INCLUDES SPECIES AND SIZE OF PLANT MATERIALS.

Landscape Specifications & Planting Details

Litterick Landscape Architecture
2740 SW Martin Downs Blvd #199
Palm City, FL 34990
561-719-2675
JasonLA1677@yahoo.com

Project Name

NEW PROFESSIONAL & MEDICAL OFFICES
KINDIG PROFESSIONAL PLAZA
LOT #1 – AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

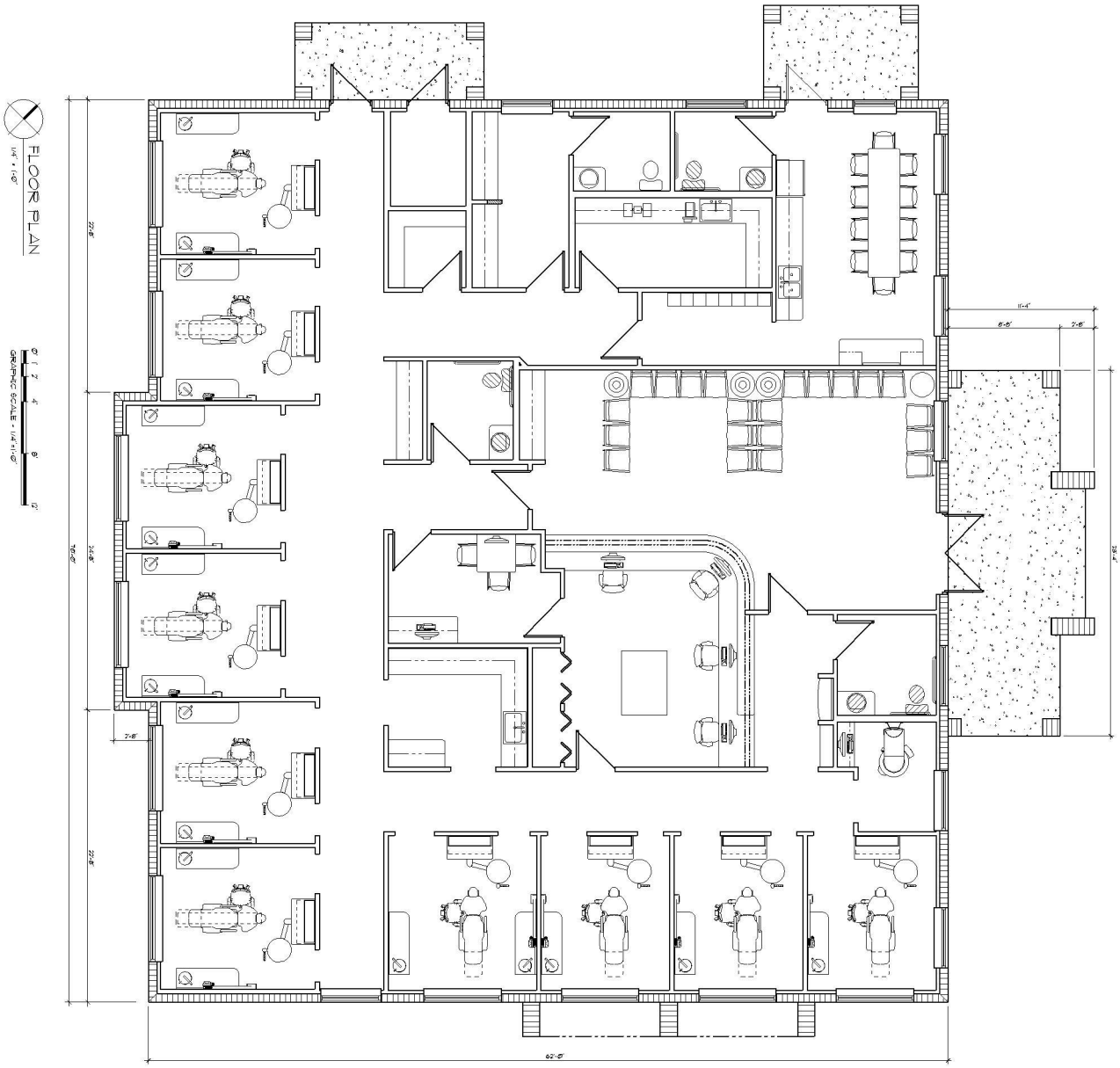
Landscape Architect of Record

Jason M. Litterick, RLA
LA0001677

Jason Litterick
Digitally signed by Jason Litterick
Date: 2019.09.30 09:06:28 -04'00'

Scale: Not to Scale

Designed: JML
Drawn: JML
Approved: JML
Date: 7.25.19
Job no.



NEW PROFESSIONAL & MEDICAL OFFICES

KINDIG PROFESSIONAL PLAZA

LOT #1 – AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

SEPTEMBER 30, 2018

KUOPPALA & ASSOCIATES, P.A.
ROBERT E. KUOPPALA
FLORIDA ARCHITECT #9481
ARCHITECTS
LICENSE #AAC-001656
925 SOUTH MILITARY TRAIL, SUITE D-10
WEST PALM BEACH, FLORIDA 33415
(561) 682-1909-OFF.
(561) 682-1975-FAX.

DRAWN	GAUT
CHECKED	KUOPPALA
DATE	SEPTEMBER 30, 2018
SCALE	AS NOTED
JOB NO.	0906
SHEET	A-1

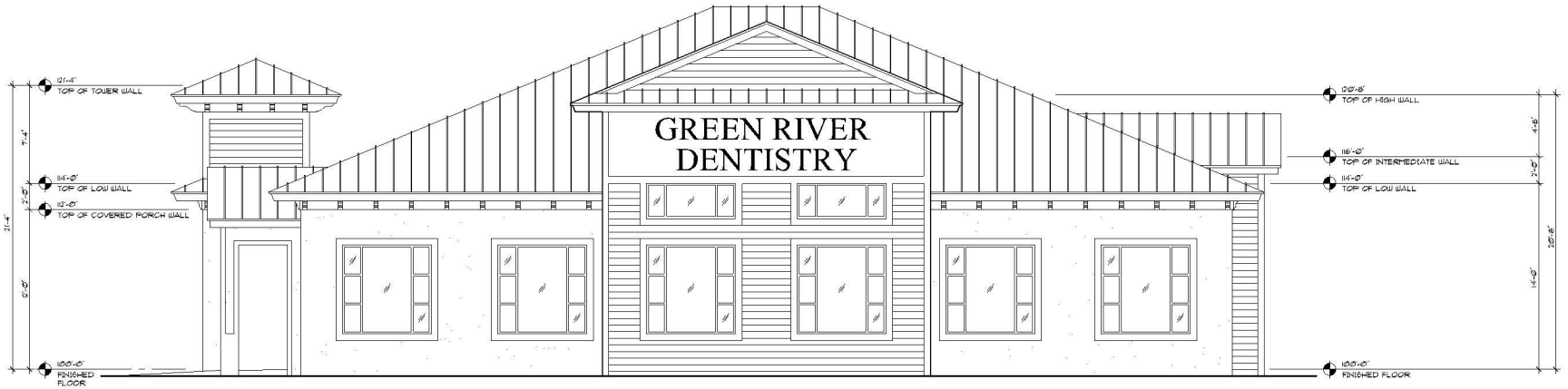
REVISIONS | BY



NORTHEAST ELEVATION

1/4" = 1'-0"

GRAPHIC SCALE = 1/4"=1'-0"



SOUTHWEST ELEVATION

1/4" = 1'-0"

BUILDING #1 TENANT WALL SIGN CALCULATIONS:

A.) CODE REQUIREMENTS:
- 1.) Maximum number of signs = two
- 2.) 1.5 S.F. for first 25 lineal feet plus 1.0 S.F. for balance of frontage with maximum 100 S.F. per sign.

B.) SOUTHWEST WALL SIGN:
- 1.) Frontage = 70'-0"
  - 1.5 S.F. X 25 lineal feet = 37.5 S.F.
  - 1.0 S.F. X 45 lineal feet = 45.0 S.F.
  - Allowed = 82.5 S.F.
  - Actual = 70.0 S.F.

C.) NORTHWEST WALL SIGN:
- 1.) Frontage = 62'-0"
  - 1.5 S.F. X 25 lineal feet = 37.5 S.F.
  - 1.0 S.F. X 37 lineal feet = 37.0 S.F.
  - Allowed = 74.5 S.F.
  - Actual = 44.0 S.F.

D.) Letters shall be individual, illuminated letters. Color to be determined and shall compliment building. Sign contractor shall submit shop drawings for building permits prior to construction.

E.) Text subject to change.

COLOR SELECTIONS:

COLOR #1	- SW 7631 - DOCKSIDE BLUE
COLOR #2	- SW 9782 - SEAWORTHY
COLOR #3	- SW 7566 - EXTRA WHITE
STOREFRONT FRAMES AND DOORS	- WHITE
HDI / SW METAL	- CO OR #1
GLASS	- GREY TINT WITH CLEAR AT NORTH COVERED ENTRY PORCH
ROOFING	- 1.5" STANDING SEAM METAL - BRIGHT SILVER
GUTTERS & DOWNSPOUTS	- WHITE

NOTES:
1.) SW DENOTES SHERWIN WILLIAMS PAINT COMPANY.
2.) OWNER RESERVES THE RIGHT TO VARY COLOR SHADES SLIGHTLY.

REVISIONS	BY

KUOPPALA & ASSOCIATES, P.A.
ARCHITECTS
ROBERT E. KUOPPALA
FLORIDA REGISTERED ARCHITECT #9461
LICENSE #AC-001888
925 SOUTH MILITARY TRAIL, SUITE D-10 WEST PALM BEACH, FLORIDA 33415
(561) 682-1909-OFF.
(561) 682-1975-FAX.

SEPTEMBER 30, 2019

NEW PROFESSIONAL & MEDICAL OFFICES

KINDIG PROFESSIONAL PLAZA

LOT #1 - AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

DRAWN	GMT
CHECKED	KUOPPALA
DATE	SEPTEMBER 30, 2019
SCALE	AS NOTED
COMM. NO.	19-09
SHEET	A-2

11252019.DGN



SOUTHEAST ELEVATION

1/4" = 1'-0"

0' 1' 2' 4' 8' 12'

GRAPHIC SCALE - 1/4"=1'-0"



NORTHWEST ELEVATION

1/4" = 1'-0"

BUILDING #1 TENANT WALL SIGN CALCULATIONS:

A.) CODE REQUIREMENTS:
- 1.) Maximum number of signs = two
- 2.) 1.5 S.F. for first 20 lineal feet plus 1.0 S.F. for balance of frontage with maximum 100 S.F. per sign.

B.) SOUTHWEST WALL SIGN:
- 1.) Frontage = 70'-0"
  - 1.5 S.F. X 25 lineal feet = 37.5 S.F.
  - 1.0 S.F. X 45 lineal feet = 45.0 S.F.
  - Allowed = 82.5 S.F.
  - Actual = 70.0 S.F.

C.) NORTHWEST WALL SIGN:
- 1.) Frontage = 82'-0"
  - 1.5 S.F. X 25 lineal feet = 37.5 S.F.
  - 1.0 S.F. X 37 lineal feet = 37.0 S.F.
  - Allowed = 74.5 S.F.
  - Actual = 44.0 S.F.

D.) Letters shall be individual, illuminated letters. Color to be determined and shall compliment building. Sign contractor shall submit shop drawings for building permits prior to construction.

E.) Text subject to change.

COLOR SELECTIONS:

COLOR #1	- SW 7631 - DOCKSIDE BLUE
COLOR #2	- SW 9782 - SEAWORTHY
COLOR #3	- SW 7566 - EXTRA WHITE
STOREFRONT FRAMES AND DOORS	- WHITE
HDI / SW METAL	- CO OR #1
GLASS	- GREY TINT WITH CLEAR AT NORTH COVERED ENTRY PORCH
ROOFING	- 1.5" STANDING SEAM METAL - BRIGHT SILVER
GUTTERS & DOWNSPOUTS	- WHITE

NOTES:
1.) SW DENOTES SHERWIN WILLIAMS PAINT COMPANY.
2.) OWNER RESERVES THE RIGHT TO VARY COLOR SHADES SLIGHTLY.

REVISIONS	BY

KUOPPALA & ASSOCIATES, P.A.
ARCHITECTS
ROBERT E. KUOPPALA
FLORIDA REGISTERED ARCHITECT #9461
LICENSE #AAC-001888
925 SOUTH MILITARY TRAIL, SUITE D-10 WEST PALM BEACH, FLORIDA 33415
(561) 682-1909-OFF.
(561) 682-1975-FAX.

SEPTEMBER 30, 2019

NEW PROFESSIONAL & MEDICAL OFFICES

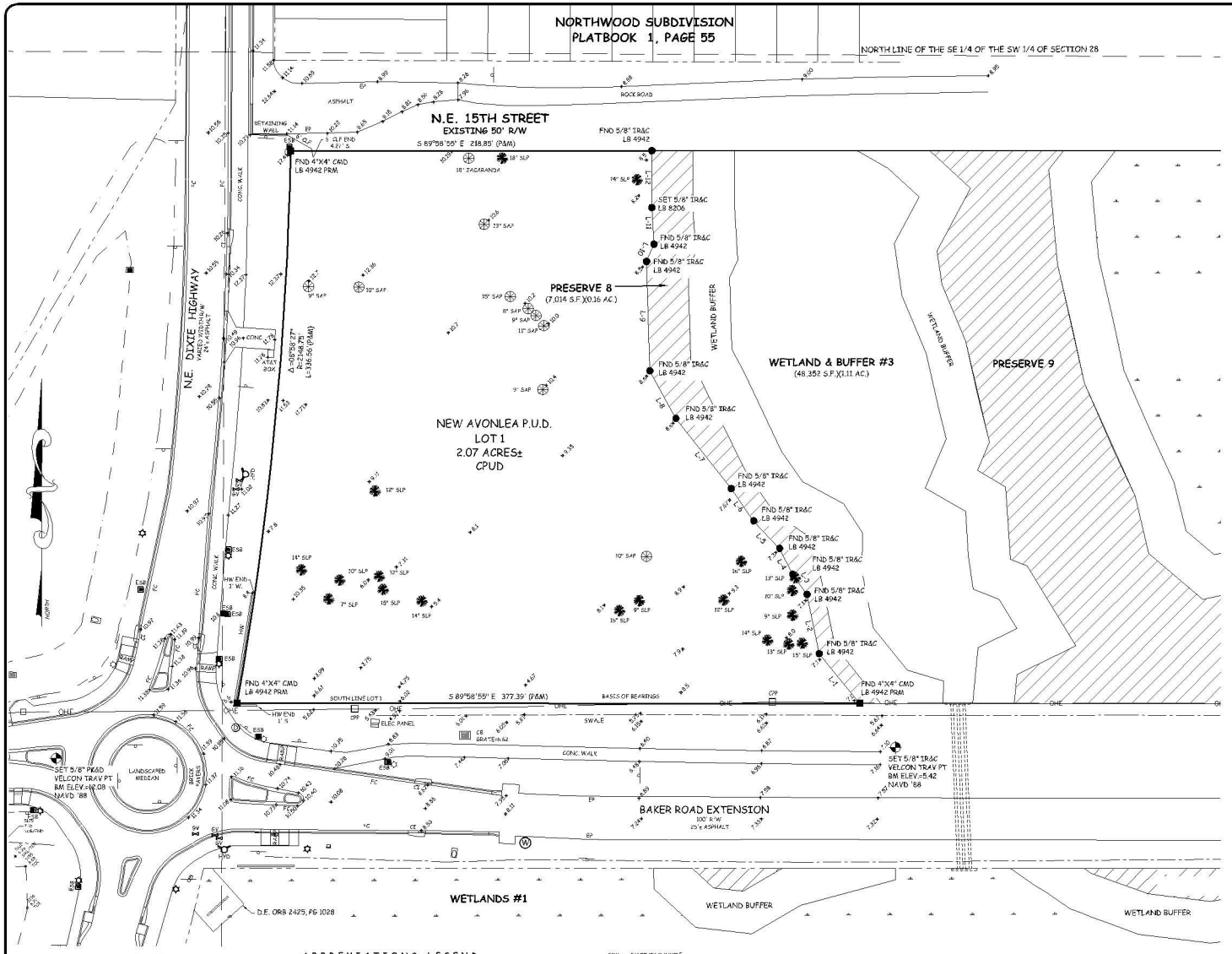
KINDIG PROFESSIONAL PLAZA

LOT #1 - AVONLEA CROSSINGS 'A'
NORTHEAST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
STUART, FLORIDA

DRAWN	GMT
CHECKED	KUOPPALA
DATE	SEPTEMBER 30, 2019
SCALE	AS NOTED
COMM. NO.	19-09
SHEET	A-3

09 Page 301 of 382 SHEETS

1252019.DGN



WESTCOR LAND TITLE INSURANCE COMPANY
AGENT FILE NO.: 18-277

SCHEDULE B EXCEPTIONS

EXCEPTION No.	O.R. BOOK	PAGE(S)	DESCRIPTION
6	PLAT BOOK 17	35	AFFECTS PLAT MATTERS SHOWN ON SURVEY
7	1975	1146	DECLARATION OF COVENANTS AND RESTRICTIONS AMENDED
	2376	768	RELEASE DOES NOT AFFECT
	7893	2598	AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTS
8	7809	2700	ORDINANCE AFFECTS, NOT PLOTTABLE
9	2425	1028	DRAINAGE EASEMENT PLOTTED ON SURVEY
10	2133	894	DEED OF CONSERVATION EASEMENT AFFECTS
16	3011	268	MORTGAGE AFFECTS

LEGEND

- POSTED SIGN
- LIGHT POLE
- WOOD POWER POLE
- WIRE PULL BOX
- BACK-FLOW PREVENTOR
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- CLEAN-OUT
- CURB INLET
- SANITARY MANHOLE
- DRAINAGE MANHOLE
- YARD DRAIN
- IRRIGATION VALVE
- IRRIGATION CONTROL VALVE
- SLASH PINE TREE
- OAK TREE
- SAND PINE TREE
- BELLSOUTH TELEPHONE RISER
- BELLSOUTH TELEPHONE MANHOLE
- GREASE TRAP
- TRAFFIC SIGNAL BOX
- DOUBLE DETECTOR CHECK VALVE
- FIRE DEPARTMENT CONNECTOR
- FIRE INDICATOR POST
- ELECTRIC METER
- GATE VALVE
- CATCH BASIN
- MITERED END SECTION
- CONCRETE POWER POLE
- ELECTRIC SERVICE BOX
- AIR RELEASE VALVE
- SANITARY VALVE
- FOUND IRON ROD AND CAP LB 4942 UNLESS OTHERWISE NOTED
- FOUND PERMANENT REFERENCE MONUMENT STAMPED LB 4942 UNLESS OTHERWISE NOTED

LEGAL DESCRIPTION:

LOT 1, NEW AVONLEA P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 35, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

NOTES:

SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.

BEARINGS SHOWN ARE RELATED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENTS.) REFERENCE BEARING OF N 89°58'55" E, ALONG THE SOUTH LINE OF LOT 1, NEW AVONLEA P.U.D AS RECORDED IN PLAT BOOK 17, PAGE 35.

LEGAL DESCRIPTION PROVIDED BY CLIENT.

ELEVATIONS ARE IN FEET AND BASED ON MARTIN COUNTY BENCHMARK NAME BAKER-CARD, HAVING A PUBLISHED ELEVATION OF 10.84', NORTH AMERICAN VERTICAL DATUM OF 1988.

PROPERTY LIES IN F.I.R.M. ZONE "X", AS SHOWN ON MAP NUMBER 12085C0132G, DATED 3/16/15. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

THERE ARE NO ABOVE GROUND ENCROACHMENTS UNLESS OTHERWISE SHOWN.

UTILITIES SHOWN HEREON ARE VISIBLE ABOVE GROUND FEATURES. ADDITIONAL SUBSURFACE UTILITIES AND OR FEATURES MAY EXIST.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

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

THE EXPECTED USE OF THE LAND AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17, F.A.C.) IS COMMERCIAL/HIGH RISK LINEAR. THE MINIMUM RELATIVE DISTANCE ACCURACY OF BOUNDARIES FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY MEETS OR EXCEEDS THE STATED ACCURACY REQUIREMENT.

ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET.

ALL DIRECTIONAL MEASUREMENTS SHOWN ARE IN THE FORMAT OF DEGREES, MINUTES AND SECONDS.

LOT CONTAINS 90,107 SQUARE FEET OR 2.07 ACRES±.

BOUNDARY AND TOPOGRAPHIC SURVEY FIELD DATE: 04-29-19.

CERTIFIED TO: CHRISTOPHER W. KINDIG & MELISSA C. KINDIG

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA (PSM)#6285

ABBREVIATIONS LEGEND

AC	ACRE			P	PLAT		
AL	ALUMINUM			PB	PLAT BOOK		
ANC	ANCHOR			PC	POINT OF CURVATURE		
AT&T	AMERICAN TELEPHONE & TELEGRAPH	DE	"X" CURB	PCC	POINT OF COMPOUND CURVATURE		
BE	BUFFER EASEMENT	DES	DRAINAGE EASEMENT	PCP	PERMANENT CONTROL POINT		
BFP	BACK FLOW PREVENTOR	DWLS	DRIVABLE W/ GROUND SURFACE	PI	POINT OF INTERSECTION		
BM	BENCHMARK	EASE	DRAINAGE EASEMENT	PLAT	PLANNED UNIT DEVELOPMENT		
BRL	BUILDING RESTRICTION LINE	DUE	DRAINAGE & UTILITY EASEMENT	POB	POINT OF BEGINNING		
BS	BACK OF SIDEWALK	EL	ELEVATION	POC	POINT OF COMMENCEMENT		
BVW	BACK OF VALVE	ELEC	ELECTRIC	PP	POWER POLE		
BW	BACK OF WALK	EM	ELECTRIC METER	PRM	PERMANENT REFERENCE MONUMENT		
CBS	CURB AND GUTTER	ENC	ENCROACHMENT	PRO	PROFESSIONAL LAND SURVEYOR		
C.O.	CLEAN OUT	EP	EDGE OF PAVEMENT	PUE	PUBLIC UTILITY EASEMENT		
C	CALCULATED	ESB	ELECTRIC SERVICE BOX	PVC	POLYVINYL CHLORIDE		
CATV	CABLE TELEVISION BOX	ESMT	EASEMENT	R	RADIUS		
CB	CATCH BASIN	EXIST	EXISTING	RAD	RADIAL		
CBS	CONCRETE BLOCK STRUCTURE	FC	"F" CURB	RBS	REBAR & SURVEY CAP LB 4942		
CMD	CMD	FDC	FIRE DEPARTMENT CONNECTION	RCP	REINFORCED CONCRETE PIPE		
COT	CABLE TELEVISION	FES	FINISHED FLOOR ELEVATION	RES	RESTRICTED LAND SURVEYOR		
CL	CENTERLINE	FH	FIRE HYDRANT	RGE	RANGE		
CLF	CHAIN LINK FENCE	FND	FOUND	RLS	REGISTERED LAND SURVEYOR		
CMD	CONCRETE MONUMENT & DISK	FOC	FACE OF CURB	ROW	RIGHT OF WAY		
CMP	CORRUGATED METAL PIPE	FOW	FACE OF WALL	SAN MH	SANITARY MANHOLE		
CO	CLEAN OUT	FPL	FLORIDA POWER & LIGHT	SF	SQUARE FEET		
COR	CORNER	GA	GREEN AREA	SIP	SET IRON PIPE		
CONC	CONCRETE	HC	HOUSE CURB	SIR	SET IRON ROD		
CP	CONCRETE POWER POLE	HP	HOUSE PAD	SLF	SLASH PINE TREE		
CPUD	COMMERCIAL PLANNED UNIT DEVELOPMENT	HW	HEADWALL	SMH	SANITARY MANHOLE		
Δ	DELTA (ANGLE)	HYD	HYDRANT	SNF	SAND PINE		
D/F	DRAIN FIELD	ICV	IRRIGATION CONTROL VALVE	SSV	SANITARY SEWER VALVE		
D	DEED INFORMATION	ID	IDENTIFICATION	SW	SWALE		
		TEL	TELESTRIBE	TBM	TEMPORARY BENCH MARK		
				TBR	TO BE RECORDED		
				TOB	TOP OF BANK		
				TOE	TOE OF SLOPE		
				TRAV PT	TRAVERSE POINT		
				TSP	TELEPHONE SERVICE PEDESTAL		
				TRANS	TRANSFORMER		
				TSB	TRAFFIC SIGNAL BOX		
				TWP	TOWNSHIP		
				TYP	TYPICAL		
				UIC	UNDER CONSTRUCTION		
				UTE	UTILITY EASEMENT		
				VC	VALLEY CURB		
				WL	WATER LINE		
				WM	WATER METER		
				WP	WELL POINT		
				WWF	WOOD/WIRE/IRON FENCE		
				WV	WATER VALVE		
				±0.00	SPOT ELEVATION		

PRESERVE 8 LINE TABLE

LINE	LENGTH	BEARING
L-1	36.92'	S 39°20'11" E
L-2	36.53'	S 11°31'26" E
L-3	15.00'	S 35°33'43" E
L-4	17.57'	S 26°48'23" E
L-5	22.95'	S 43°09'39" E
L-6	23.84'	S 35°00'50" E
L-7	54.10'	S 38°14'31" E
L-8	32.82'	S 28°46'22" E
L-9	66.91'	S 01°42'54" E
L-10	10.80'	S 24°35'21" W
L-11	22.22'	S 03°21'16" E
L-12	34.50'	S 00°01'05" W

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
590 NW PEACOCK BLVD, SUITE 8
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velcon1.com
VELCON
ENGINEERING & SURVEYING

BOUNDARY & TOPOGRAPHIC SURVEY
LOT 1, NEW AVONLEA P.U.D.
MARTIN COUNTY, FLORIDA

BY:	DATE:	REVISIONS
BK	07/12/19	ADD SCHEDULE B EXCEPTIONS

DRAWN BY: BK
APPROVED BY: R. KEMERSON
SCALE: 1" = 30'
DATE: 04/30/19
FIELD BOOK/PAGES: SURVEY MAP
JOB NUMBER: 19-1013
SHEET: 1 OF 1

H. Burton Smith, P.E.
Consulting Engineers

Kindig Professional Plaza

Dental/Professional Office Complex

NW Baker Road & New Green River Parkway

July 2019

Stuart Florida



825 Whippoorwill Trail, West Palm Beach Florida 33411
Cell Phone (561) 310-4578
E mail- burtpe@aol,co

TABLE OF CONTENTS

Introduction and Purpose……..……1

Location Map……..……2

Traffic Generation Rates……..……..……3

Percent Traffic Distribution Map……..……..……4

Daily Traffic Distribution Map……..……..……5

Driveway Peak Hour Traffic Volumes ……..……..……6

Conclusion……..……..……7

Introduction

Kindig Professional Plaza is a proposed Dental/Professional Office Complex which will be located in the Northeast corner of the intersection of NW Baker Road and New Green River Parkway in Stuart Florida. The property owner is requesting approval to construct a 9381 square foot Dental/Professional Offices. The site plan shows one access onto NW Baker Road and one access onto NW Green River Parkway. Site plan includes 49 parking spaces provide for the office site with pedestrian circulation to the site provided from New Green River Parkway.

General Planning Data:

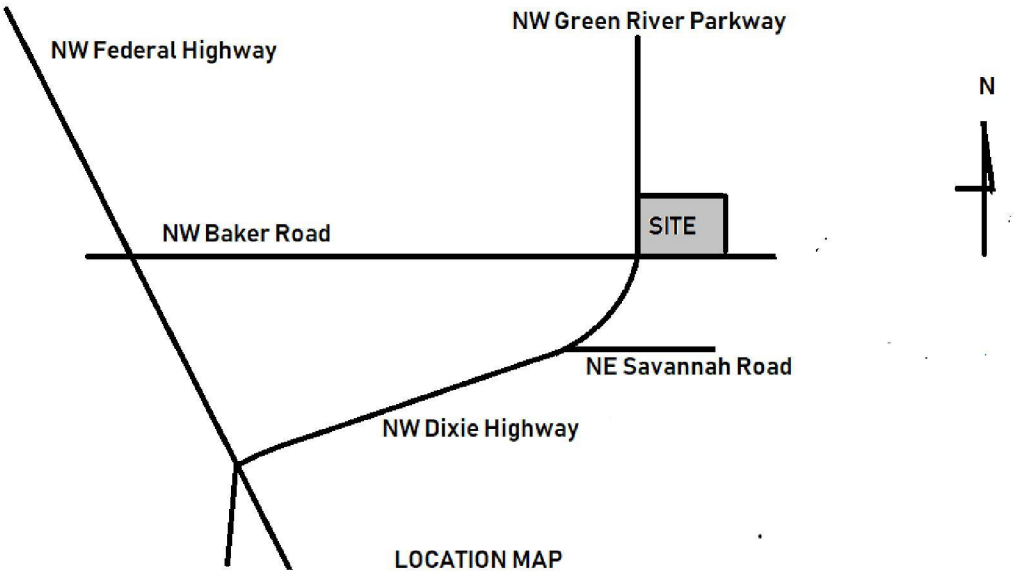
- Property Control Number.....28-37-41-013-000-00010-0

- Lot Coverage 10.4%

- Lot Size..... .....2.07 acres

Purpose

The purpose of this study is to review daily and peak hour traffic for the site. Traffic from the AM peak hour and the PM peak hour will then be reviewed to determine if any turn lanes are warranted..


NW Federal Highway
NW Green River Parkway
N
NW Baker Road
SITE
NE Savannah Road
NW Dixie Highway
LOCATION MAP

Proposed Daily Traffic Generation Rates

Land use	Intensity	Generation Rates	Passby/internal trips	Net External Trips
Medical Office ITE 720	9381 square feet	34.8 t/1000 sf 326 gross t/day	-10%	294 t/d
Totals	9381 sq ft			294 t/d

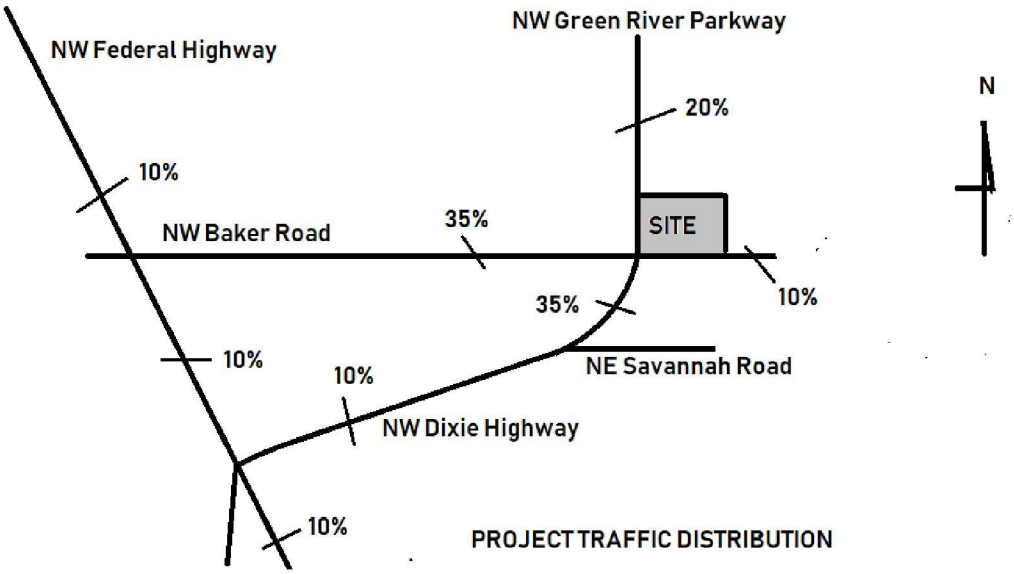
Proposed AM Traffic Generation Rates

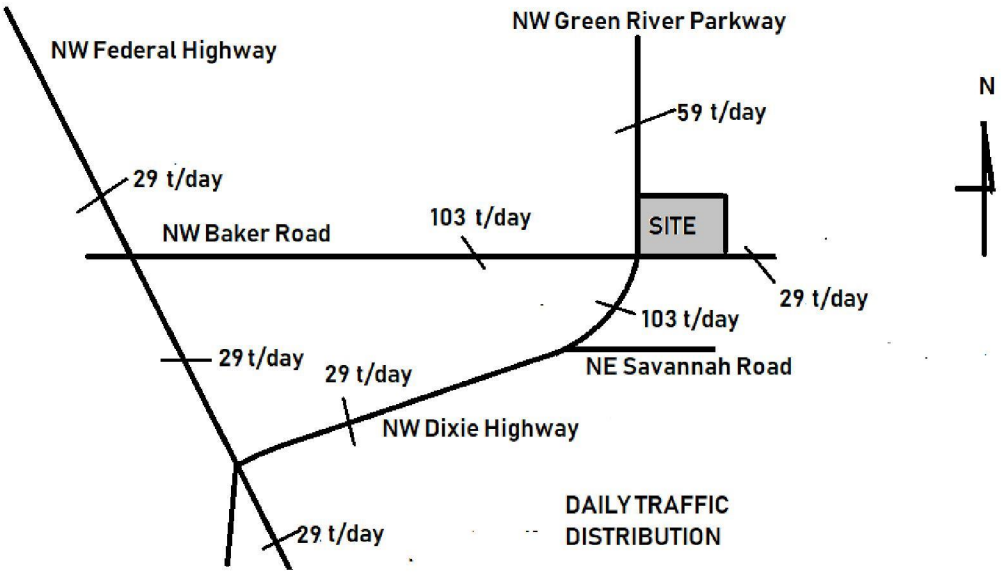
Land use	Intensity	Generation Rates	Passby/internal trips	Net External Trips
Medical Office	9381 square feet	2.78 t/1000 sf 78% in/22% out 20 in/6 out 26 gross trips/hr	-10%	23 net trips/hr 78% in/22% out 18 in/5 out
Totals	9381 sq ft	2.78 t/1000 sf 78% in/22% out 20 in/6 out 26 gross trips/hr		23 net trips/hr 78% in/22% out 18 in/5 out

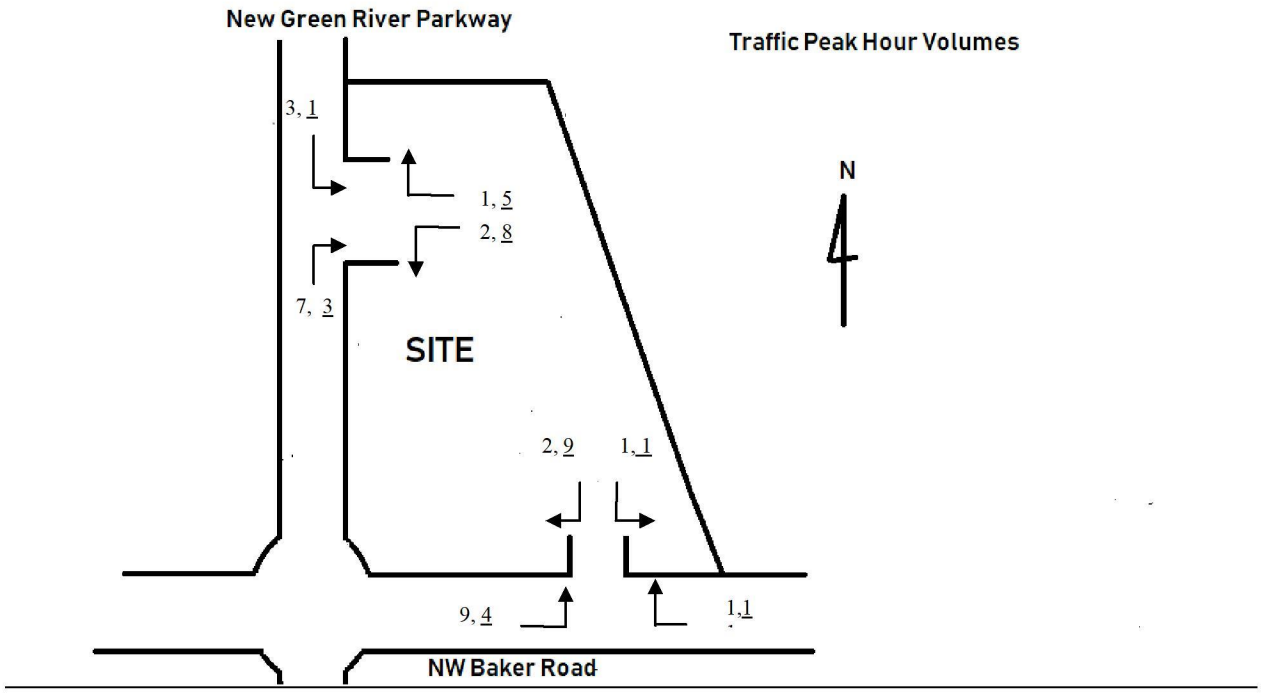
.

Proposed PM Peak Hour Traffic Generation Rates

Land use	Intensity	Generation Rates	Passby/internal trips	Net External Trips
Medical Office	9381 square feet	3.46 t/1000 sf 28% in/72% out 32 gross trips/hr 9 in/23 out	-10%	29 net t/hr 28% in/72% out 8 in/21 out
Totals	9381 square feet			


NW Federal Highway
NW Green River Parkway
N
20%
10%
NW Baker Road
35%
SITE
10%
35%
10%
10%
NE Savannah Road
10%
NW Dixie Highway
10%
PROJECT TRAFFIC DISTRIBUTION


NW Federal Highway
NW Green River Parkway
N
59 t/day
29 t/day
NW Baker Road
103 t/day
SITE
29 t/day
103 t/day
29 t/day
29 t/day
NE Savannah Road
NW Dixie Highway
DAILY TRAFFIC
DISTRIBUTION
29 t/day


New Green River Parkway
Traffic Peak Hour Volumes
N
3, 1
1, 5
2, 8
7, 3
SITE
2, 9
1, 1
9, 4
1,1
NW Baker Road

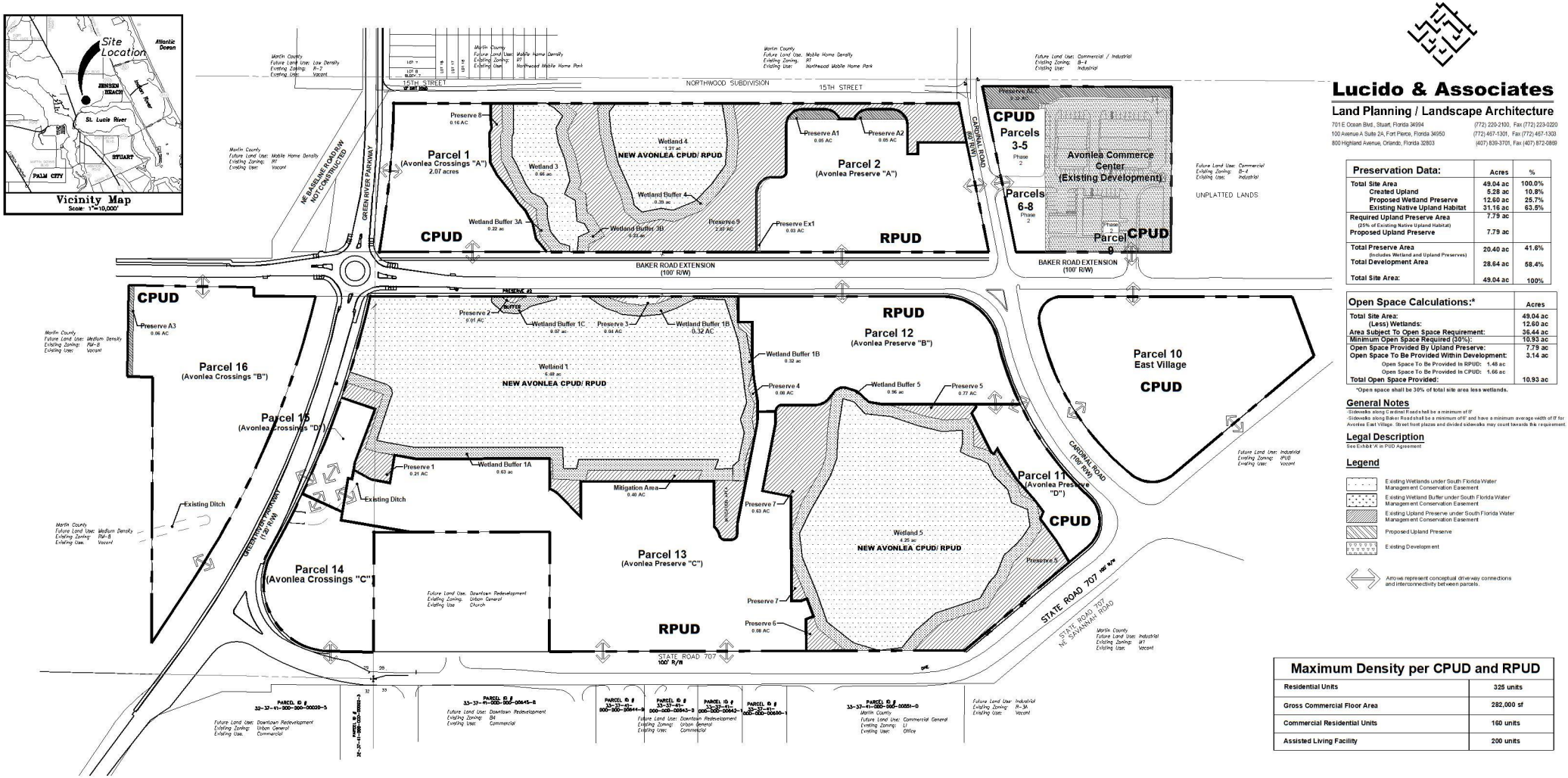
Conclusion

Kindig Professional Plaza is a proposed Dental/Professional Office Complex which will be located in the Northeast corner of the intersection of NW Baker Road and New Green River Parkway in Stuart Florida. Average daily traffic into and out of the site is expected to be 294net trips per day. Page 5 of the traffic study show the daily trips distributed throughout the adjacent roadways.

A review of the peak hour trips on page 8 of the traffic identifies the AM and PM traffic for entering and exiting vehicles.

The roundabout at NW Baker Road and NW Green River Parkway should slow traffic to assist vehicles entering and exiting this site and maintain a smooth traffic flow.

A review of the projected peak hour turn counts has determined that no additional roadway improvements or turn lanes are recommended for the site.



Lucido & Associates

Land Planning / Landscape Architecture

701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
800 Highland Avenue, Orlando, Florida 32803 (407) 839-3701, Fax (407) 872-0869

Preservation Data:	Acres	%
Total Site Area	49.04 ac	100.0%
Created Upland	5.28 ac	10.8%
Proposed Wetland Preserve	12.60 ac	25.7%
Existing Native Upland Habitat	31.16 ac	63.5%
Required Upland Preserve Area (25% of Existing Native Upland Habitat)	7.79 ac	
Proposed Upland Preserve	7.79 ac	
Total Preserve Area (Includes Wetland and Upland Preserves)	20.40 ac	41.6%
Total Development Area	28.64 ac	58.4%
Total Site Area:	49.04 ac	100%

Open Space Calculations:*	Acres
Total Site Area:	49.04 ac
(Less) Wetlands:	12.60 ac
Area Subject To Open Space Requirement:	36.44 ac
Minimum Open Space Required (30%):	10.93 ac
Open Space Provided By Upland Preserve:	7.79 ac
Open Space To Be Provided Within Development:	3.14 ac
Open Space To Be Provided In RPUD: 1.48 ac	
Open Space To Be Provided In CPUD: 1.66 ac	
Total Open Space Provided:	10.93 ac

*Open space shall be 30% of total site area less wetlands.

General Notes

-Sidewalks along Cardinal Road shall be a minimum of 8'.
-Sidewalks along Baker Road shall be a minimum of 6' and have a minimum average width of 8' for Avonlea East Village. Street front plazas and divided sidewalks may count towards this requirement.

Legal Description

See Exhibit "A" in PUD Agreement

Maximum Density per CPUD and RPUD	
Residential Units	325 units
Gross Commercial Floor Area	282,000 sf
Commercial Residential Units	160 units
Assisted Living Facility	200 units

RPUD	Parcel	Site Area	Maximum Building Coverage	Developable Area	Max. Impervious	Maximum Density	Maximum Units	Maximum ALF Units	Permitted Uses:
Avonlea Preserve A	2	3.11 ac	30%	2.98 ac	75%	9.65 upa	30 units	200 Units Combined w/ CPUD	Multifamily, Attached, Single Family,ALF
Avonlea Preserve B	12	3.07 ac	30%	3.07 ac	75%	10.42 upa	32 units		
Avonlea Preserve C	13	6.35 ac	30%	6.35 ac	75%	19.37 upa	123 units		
Total		12.53 ac		12.40 ac		15.00 upa	185 units		
		Total: 12.53 ac							

Notes:
(1) The development mix in the CPUD and RPUD meet the minimum 10% commercial and 30% residential of the Neighborhood Special District land use.
(2) Maximum building coverage within the RPUD shall not exceed 30% of the total site area of the RPUD including a pro-rata share of the preserve area (43.3%)

CPUD	Parcel	Site Area	Developable Area	Maximum Gross Commercial Floor Area (2)	Max. Residential Units/ Live Work Units	Maximum Commercial Residential	Maximum ALF Units
Avonlea Commerce Phase 1	N/A	2.20 ac	2.20 ac	23,700 sf (Completed)	5 units (Completed)	Not Applicable	200 Units Combined w/ RPUD
Avonlea Commerce Phase 2	3-9	0.79 ac	0.79 ac	33,300 sf	5 units	Not Applicable	
East Village	10	4.07 ac	4.07 ac	100,000 sf	50 units	80 units	
Avonlea Crossings A	1	2.07 ac	2.07 ac	20,000 sf	Not Applicable		
Avonlea Crossings B	16	4.22 ac	4.16 ac	65,000 sf	75 units	80 units	
Avonlea Crossings C	14	1.60 ac	1.60 ac	20,000 sf	Not Applicable		
Avonlea Crossings D	15	0.45 ac	0.45 ac	5,000 sf	5 units	Not Applicable	
Avonlea Preserve D	11	0.90 ac	0.90 ac	15,000 sf	Not Applicable		
Total		16.30 ac	16.24 ac	282,000 sf	140 units	160 units	

(1) The development mix in the CPUD and RPUD meet the minimum 10% commercial and 30% residential of the Neighborhood Special District land use.
(2) Allowable commercial uses listed in Avonlea PUD Agreement

NORTH

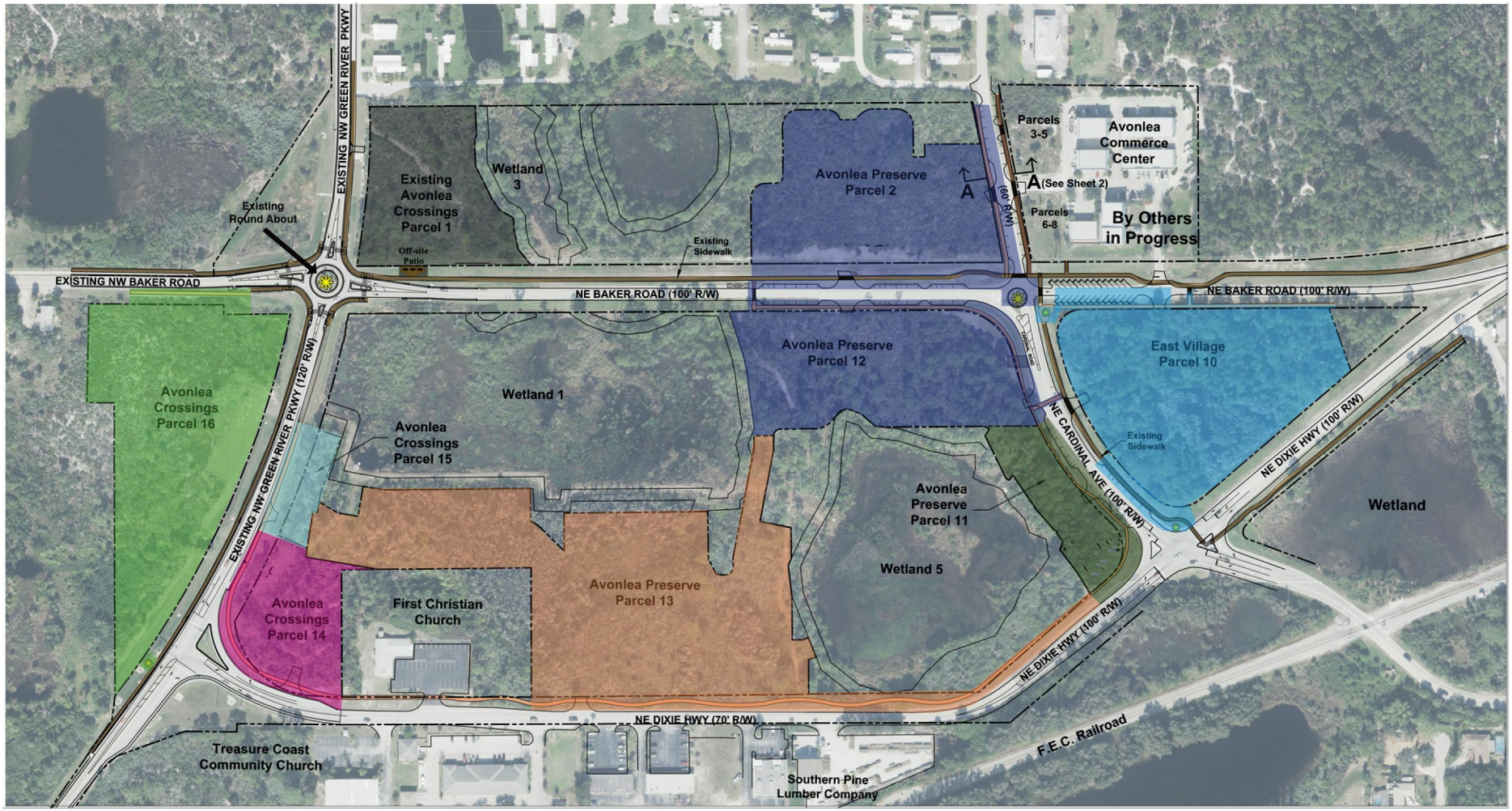
SCALE 0 50' 100' 200'

New Avonlea PUD

Master Parcel Plan

City of Stuart, Martin County, Florida

Scale	1"= 100'	Revisions
Drawn by		
Checked By		
Computer File	13-571 Master Site Plan Final Re	Sheet
Computer Station	Server	1 of 1
Project Number	13-571	
Date	4-06-2015	



NEW AVONLEA PUD
OFFSITE IMPROVEMENT PLAN

Existing Public Art and Existing Gateway/Identiy Features
To be shown as development occurs

Legend

- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

11252019 CCM

Offsite Improvement Amendment

Justification Statement

City of Stuart

Development Department

121 SW Flagler Ave

Stuart, FL 34994

RE: Avonlea PUD Offsite Improvement Plan Amendment

The objective of this submittal is to clarify obligations of developer(s) related to parcels within the New Avonlea PUD. Subsequent to past approvals, survey and engineering work performed has revealed challenges impeding development of the improvements as proposed and recent applications have revealed confusion related to the obligations of parcel owners.

The intention of this amendment is to clarify these issues and develop a more fluid and realistic plan for the proposed offsite improvements at Avonlea.

1. **Sidewalks**

We have proposed amending the plan to eliminate sidewalks where grade changes and slopes into wetlands create challenges to development. These changes are made with the intention of preserving pedestrian connectivity, and connectivity through the project and eliminating potential negative impacts to wetland areas from additional runoff, rubbish and other conditions.

The challenge:



View East along South Side of Baker Road abutting Wetland 1



View West along south side of Baker Road abutting Wetland 1



View North along East side of Greenriver Parkway abutting Wetland 1



View North along East side of Greenriver Parkway abutting Wetland 1

Existing Conditions:



Existing Sidewalk along the north side of Baker Road



Existing Sidewalk Along the north side of Baker Road

No development may construct a sidewalk that does not connect to an existing sidewalk system, except that a sidewalk may connect to the interior of a site where applicable and may dead end offsite if right of way ownership or topography prevents the continuation of the improvement. If such a plan is proposed, the permitted set of construction plans must identify the future connection to an existing sidewalk system even if the connection is outside of the responsibility of that party by the colored legend.

Where sidewalks and crosswalks are shown on the offsite plan may be amended with site plan approval so long as the new location does not compromise connectivity.

2. Gateway/Project Identity Features

Gateway/Project Identity Features are designed to be features that identify development areas as part of the Avonlea community and bring art to public places. The location and design of these features is shown in the offsite plan to 1. Identify the party responsible for the feature and 2. Give guidance to the design team and staff in the design of the feature proposed with the parcel to construct the feature. A feature will qualify as a Gateway/Project Identity Feature when it accomplishes the following:

1. Identifies the project as part of Avonlea
2. Is visible, accessible or otherwise available to the public.

The location of the Gateway/Project Identity Feature on the Offsite Improvement Plan is conceptual, the feature may be moved based on the site plan submitted for each parcel so long as the feature is constructed by the responsible part and so long as the feature meets the above criteria.

Art may be added to the gateway/project identity feature and will qualify as art in public places. In the site plan approval process the developer of the proposed site plan shall show a base feature and a feature with art. The art shown on the feature will be added to the offsite plan as an existing art and future art will be in harmony with the existing art installed/developed by previous phases of the project.

Staff may approve features as Gateway/Project Features in the site plan approval process by administrative approval.

3. Cross Sections

Cross sections will be provided at the time of the site plan approval and will match in concept the Offsite Improvement Plan with adjustments made to accommodate field conditions.

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD OCTOBER 17, 2019 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Michael Herbach
Vice Chair – Ryan Strom
Board Member – Li Roberts
Board Member – Larry Massing
Board Member – Campbell Rich
Board Member – Bill Mathers
Board Member – Christina de la Vega
Ex Officio – Garrett Grabowski

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

CALL TO ORDER

ROLL CALL
Present: Michael Herbach, Li Roberts, Larry Massing, Campbell Rich, Christina de la Vega
Absent: Ryan Strom, Bill Mathers

APPROVAL OF MINUTES:
Motion: Action: Approve.
Moved by: Larry Massing
Seconded by: Cristina de la Vega
Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

COMMENTS FROM THE BOARD MEMBERS:

Li Roberts arrived to the meeting.

Campbell Rich said that it is difficult to review the agendas in the short amount of time that they are given. He would like to receive all of the materials earlier.

Mike Mortell said that there is a Florida Statute that was passed last year that mandates the timing for a municipality must process an application. He used an example of what would happen if we pushed meetings back to give more review time to the agenda. He said the answer is not that we are trying to make it difficult.

Li Roberts suggested contacting staff a week before and they could get you the materials they have.

Kev Freeman said that they always have submittals, but they might not be approved and are still being reviewed.

Campbell Rich said that will be helpful.

Kev Freeman will send a project list to all LPA board members so members can see if anything grabs their attention and can ask staff regarding those questions.

ACTION ITEMS: **5:36 PM**

1. AMENDMENT TO THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD) (QUASIJUDICIAL)(RC) ORDINANCE No. 2420-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE SECOND AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOW N AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF W ETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETW EEN N DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVE PARKWAY ON THE W EST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSING A (PARCEL 1), TO BE KNOW N AS KINDIG PROFESSIONAL OFFICES; PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO

BE CONSISTENT W ITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Bob Quapala, West Palm Beach 5:41 PM
Stephen Mayer, Senior Planner 5:42 PM

BOARD COMMENT:

Stephen Mayer said staff recommends approval of the ordinance with one additional recommendation. Provide us with an updated master infrastructure plan or provide a written detailed plan of what off-site infrastructure is going to be conditioned with this project.

Bob Quapala said that he discussed these details with staff prior to the meeting and he doesn't feel like they need to do anything more.

Stephen Mayer said that we would have to amend this plan, so it would need to remove the projected parking spaces off Baker and he assumed the crosswalks would still be relevant. That sidewalk is part of phase one that the developer for the two projects across the street will be doing.

Larry Massing said that he doesn't feel like they are on the same page. This is a master PUD and what we are trying to achieve is that this is not amended there would be a huge responsibility for them to complete this infrastructure.

Kev Freeman said the applicant was made aware, but he does not think they understand what they are recommending.

Bob Quapala asked for confirmation on what staff is looking for.

Kev Freeman letter outlining what they are doing for off-site infrastructure and what they are looking to push on to another phase.

Stephen Mayer confirmed that staff is in support with the ordinance if the applicant can provide in writing what they will be responsible for in the off-site infrastructure plan.

Larry Massing asked for confirmation of the property and what is being planned.

Campbell Rich said that he is looking at page 17, item 4. He asked if they could urge City Commission to take them up on their proposal.

Li Roberts said as far as updating the offsite master site plan, the first issue is the numbering issue for phase one of phase two. She described why the phases were listed incorrectly. She said there is a conflict and the piece that we are looking at tonight has a preserve that is off to the side and it is unclear to her if that is included in phase one of parcel one. She said initially in the overall site plan that whole piece was phase one, but now we are dealing with things that are not

there and creates an issue as we are numbering each phase. If LPA wants to say that we have the right to assign conservation to preserve areas, that will be part of the bigger master plan piece. She said it is unclear of what we are looking at.

Stephen Mayer said that he does not disagree. What we are asking is for changing 22:09

Frank Wacha have already given conservation easmements to SFWMD and it is owned by a separate entitiy ---- they only own a portion of lot one.

Stephen Mayer said that at any time we can be ordered to change land use to conservation. He does not know if it would apply to this project ----

Campbell Rich asked about monitoring compliance with maintance---- how long?

Stephen Mayer said we do not have staff to continueally monitr---- 5 years.

Campbell asked how they know if they are in compliance or not.

Li Roberts said that it is monitored, and the owner and residents need to submit paperwork to show that it si being maintained.

Capbell asked who they would hire. Item seven page 38.

Larry Massing confirmed what he was looking at.

Li Roberts said that she had questions about the same thing. She was questioned how the date reads in order to know the year.

Campbell asked how many trees are on the site currently.

Bob said that he did not believe there were currently any. There is a tree disposition chart from a tree survey.

Stephen confirmed there are 29 trees and there are 20 trees that are being removed. Historical significance.

Campbell Rich referred to page 44 item 41 and asked what the applicants intension was. Asked if there are subject to the art ordinance.

Campbell He asked if they new the estimate of the cost of vertical construction.

Mike Mortell said that decision is not up to the LPA board to decide the CRB Board is the board that regulates this. It is the value of the building and project

Bob 800 – 700k

Cristina de la vega wanted confirmationthat the only changes are at their site. We only want them to make their sidewalk and not all sidewalks.

Li Roberts asked about site plan #1. Said there are only 48 parking spaces. The setback requirement ---- this is a staff question. If you take the center of the north parking lot that nmber needs to be corrected. She wants the phasing numbers to be cleared up on the site paln. She does not know what is involved in which phase.

Bob clarified where each phase was going to occur.

Li Roberts asked about the landscape plan and the live oak casuing site problems for drivers in phase two.

Bon said that the zoning requires -----

Li Roberts asked about number 7 on Page 25 of 35 -----

Stephen Mayer confirmed ----

Li Roberts recommended changing how dates are listed when creating the agenda and documents.

Campbell Rich page 17 asked if they could require the applicant to make two of those charging stations.

Bon said that they would agree to one.

Michael Herbach recommended putting a conduit in the ground in because it is only a matter of time before they will be required.

Campbell Rich said that he would like to require two.

Bob agreed.

PUBLIC COMMENT: None.

MOTION:
Action: approve with following addiitions
Conduant charging stations
Correction regarding infastrcuture paln which would include correcting phasing
3 site plan corrections for parking and setbacks
Date corrections
Moved by: li roberts
Second by: larry massing
Motion passed unanimously.

2. THE HOPE CENTER FOR AUTISM CPUD - FIRST READING (QUASI-JUDICIAL) (RC): ORDINANCE No. 2418-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF CPUD 'COMMERCIAL PLANNED UNIT DEVELOPMENT' TO A PARCEL OF LAND TOTALING 1.22 ACRES, OWNED BY KPL HOLDINGS LLC, LOCATED AT 2580 SE WILLOUGHBY BLVD., BEING MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED; ESTABLISHING 'THE HOPE CENTER FOR AUTISM' COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) CONSISTING OF AN EXISTING LIGHT INDUSTRIAL/OFFICE BUILDING IN THE B-4 LIMITED BUSINESS/MANUFACTURING ZONING DISTRICT; ALLOWING FOR THE RELOCATION OF A CHARTER ELEMENTARY SCHOOL TO SAID LOCATION; PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS, DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

PRESENTATION: Joann Swazey, Hope Center for Autism 6:14 PM
Doug Fitzwater Lucido & Associates 6:19 PM
Tom Reetz, Senior Planner 6:22 PM

BOARD COMMENT:

Michael Mortell clarified why the order has been changed in the agenda to allow the applicant to present before staff does.

Cristina del la Vega asked if the students needed to go outside.

Joann Swazey said that the indoor facility is where they will be getting their physical activity and that there is a small area in the back that they can utilize.

Li Roberts said that she likes the format of the spreadsheet staff presented, but it made her have some additional questions. She asked about where trash was mentioned on the master site plan.

Doug Fitzwater said there was an existing dumpster on site.

Li Roberts said signage, lighting, trash and stop signs need to be marked on the master site plan.

Doug Fitzwater said they will check on that.

Li Roberts asked who owned the wall behind the building and the owner needs to be clarified.

Tom Reetz said it backs up to Leisure Village property.

Doug Fitzwater said that he walked back there and could not see if it was a wall or fence because there is a lot of vegetation.

Li Roberts said that she assumed the proposed parking spaces have a door near them coming out of the building and if the applicant intends to fence the area in the future she would approve that in order to allow more flexibility to do something outside. She asked for confirmation on the amount of plants being replaced.

Doug Fitzwater confirmed the plants.

Campbell Rich told the applicant that he is impressed by the work they do.

Larry Massing likes the fact that it will not have a big impact on traffic.

Joann Swazey said that they are on the same schedule as the elementary schools.

Larry Massing asked how many students they had.

Joann Swazey said that they currently have 48 and we will be able to have up to 80, not including adults and teens.

Campbell Rich asked what the staff to student ratio is.

Joann Swazey said 1 to 3.

MOTION: 6:34 PM
Action: Approve with the following conditions:

1. Landscape requirement
2. Providing flexibility for fence on Southwest piece of property
3. Correcting site plan to mark stop signs, lighting, signage, trash and fence

Moved by: Larry Massing
Second by: Li Roberts
Motion passed unanimously.

PUBLIC COMMENTS: None.

ORDINANCES: 6:35 PM

3. TRILLIUM RPUD - FIRST READING (QUASI-JUDICIAL)(RC): ORDINANCE No. 2419-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND US MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 9.45 ACRE PORTION OF A 49.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OW NED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH OF SE MIAMI STREET ABUTTING THE NORTH SIDE OF WALMART AND EAST OF STUART LANDINGS, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE TRILLIUM RPUD CONSISTING OF SEVENTY SIX (76) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT W ITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Doug Fitzwater, Lucido & Associates
Donte Fegary, Meritage Homes 6:43 PM
Tom Reetz, Senior Planner 6:54 PM

BOARD COMMENT: **6:57 PM**

Cristina de la Vega would like to know how much commercial land we have available in the City of Stuart that we are so willing to let commercial land turn into commercial. This request is taking commercial property that brings in tax dollars into multifamily residential.

Kev Freeman said that there is a transition happening across the country in terms of land use. The city has a housing deficit and we need have attended workshops and have been instructed by city commission to recognize that we need to supply more housing in town for people that are working in town. The market is transitioning, and applications that are looking to transfer from commercial to residential are in locations that lend themselves to this transition to be more of a mixed-use city that has more of a balanced revenue.

Cristina de la Vega said that she agreed, but that there are a lot of high intense commercial things in this area and it is not a fuzzy location where people want to live. She said that the applicant is going with industrial chic to blend in with the other companies around. She said that this is the center for commercial industry in Stuart. She is concerned about the weather and environment not being suited for the design of housing.

Li Roberts said she noticed on page 123 of 128, number7 said she does not think the average price point that they are suggesting is going to support young professionals. She asked about the calculations of the parking indicated in the specific site plan.

Doug Fitzwater discussed how the parking calculation was done.

Li Roberts said that the way parking is distributed needs to be revisited. She is concerned about how much property will be in the back of each property only being 8 feet and thinks that is way too tight with a privacy fence, plants and air conditioning. She said she is assuming staff is satisfied with the firetruck turn and auto turn calculation, but the plan is missing a gate and fence diagram, lighting and mail kiosk.

Donte Fegary said that in regards to lighting, FPL will not look at any site plan until it is approved. They will meet all of their standards in the meantime.

Li Roberts said the pieces of lighting that are attached to the building need to be shown.

Donte Fegary said that they will have that reviewed during the building permit process.

Li Roberts asked about mail pickup.

Donte Fegary said that the mail kiosk will be similar to the Seaside project and will be where the cabana and pool are located. There will be plenty of parking spaces available for people to pick up their mail and there will be a specified parking sign for the mail carrier.

Li Roberts recommended that staff require a few parking spaces be designated for mail pickup only. She is concerned because she has observed what has happened in our area and people are stopping as close as they can on the streets to get their mail.

Donte Fegary said that there will be a sign posted in these spots.

Li Roberts reiterated that if the project moves forward than there will need to be designated parking spots.

Tom Reetz asked for an exact number.

Li Roberts said she does not know, but that is something that needs to be worked out. She said she would bet money that people will park in the road if there are no spaces. She said that the site plan needs to indicate where you have stop signs. She asked if there is anyone living there right now.

Donte Fegary said that there are no homes located on the site, but there are some folks currently living there. He said they are working with code enforcement and the property owner. He said it is a concern for Meritage Homes and displacing those folks but the seller will be managing that.

Kev Freeman said we make them aware that services are available, and we will notify and advise the property owner that those are available.

Li Roberts said on page 210 of 228 at the bottom there is a note and she wanted to make sure that was correct and requested where to find it.

Tom Reetz said that he included all review comments in process, and it came to individual pickup. It will be in the final Public Works review and brought up Dave Peters to clarify.

Dave Peters said that as long as the property owner's association agrees to pay for trash pickup and not individuals, we are ok with it. Since water and sewer services are provided by Martin County, we have no control.

Tom Reetz said that was included in the condition.

Li Roberts asked how wide the single car garage is.

Donte Fegary said that he did not recall, but the containers will be stored in garages.

Li Roberts said that she appreciates the need for housing and the price point, but the justification for work force housing is not at the right price point. She thinks the number of units is way too high.

Donte said that the base units will start at $250, and that is attainable. He said it is the same pricing as Seaside project.

Li Roberts said that she understood, but Seaside is different because it wasn't being built as workforce housing.

Tom Reetz clarified how many units per acre and what our code allows.

Li Roberts said that in doing the 15 by acre by right, which is multi-family, has setback requirements.

Tom Reetz confirmed that was correct and we do have some flexibility because it is a PUD. Some of those would be the upland preserve and open space.

Li Roberts asked for confirmation about the by-right code for the development. She suggested that is they are trying to get 76 units then maybe they should go up with the parcel.

Kev Freeman said that the market is showing that people want to buy this type of unit. The preference is small homes, limited yard space, home ownership, close proximity to amenities and that is why this parcel is attractive. This is where are shortfall is in the City of Stuart. He does not believe that the price point is too far off from what the state will say.

Larry Massing said that no one is arguing with that, but the location of where this is trying to be squeezed into will cause people to complain.

Donte Fegary said that they spent a lot of time on looking at data and researching on what we should do and how we need to do it for highest and best use. All data pointed to this buyer profile. He said in Palm Beach County they have a work force housing ordinance, which is completely different and explained the buyer profile he has witnessed.

Cristina de la Vega said that he is choosing the most commercial hub in the city to build this and it is a high industrial site.

Donte Fegary said that he lives in a place that is similar in Boynton Beach and he likes the convenience of being close to everything.

Cristina de la Vega confirmed that he is asking for a zoning change.

Campbell Rich asked Li Roberts what she would consider a reasonable house pricing.

Li Roberts said less than $200,000.

Campbell Rich said that maybe the City has to make more of an effort to provide affordable housing.

Larry Massing said he would not believe the controversy the Flamingo affordable housing project created.

Discussion about past affordable housing projects occurred.

Campbell Rich said that if they are going to build then they should go up.

Donte Fegary said they are not able to do that because they do not have a three-story product. He said the buyer profile is different, so it is a completely different type of living than a condo. He described why they made the design plan they did for the community.

Campbell Rich asked about the Blue Field Ranch memorandum regarding the Industrial Development Corporation.

Donte Fegary said there was a previous property owner before Glassrud and they must have purchased it from them.

Campbell Rich asked about the means of mitigating the water basin.

Kev agreed in order of criteria.

Campbell Rich asked if we try to find a more desirable means of mitigating it.

Kev Freeman explained that is why they bring it to the board.

Campbell Rich asked about the letter on August 28, 2019 that references the 2012 letter.

Ed Weinberg, environmental consultant on the project said that the letter was dated back to 2012 when industrial corporation paid for the mitigation related to Aldi all the way to Walmart. At the time, it was required to be mitigated since it was a much larger property. He said the City had mitigation in place for seven years without having impact the wetland. He discussed the watersheds and the benefits and locations of them.

Cristina de la Vega asked about changing the runoff.

Ed Weinberg explained why that could not be changed.

Doug Fitzwater said regarding open space, the Walmart pond is part of the Trillium project and is being purchased.

Cristina de le Vega confirmed that they are purchasing the Walmart pond which is already existing.

Doug Fitzwater explained the open space that they are claiming.

Campbell Rich asked if Walmart was required to have something that large.

Melissa Corbett from the Milcor Group and the civil engineer for the project said that storm water system was a master system which its retention pond serves Aldi, Walmart, Aspen Dental. She said the South Florida Water Management District permit states that any additional parcel within the center must provide their own on-site stormwater management system that is why we built it this way.

Campbell Rich asked about the dates in a letter regarding wetlands.

Ed Weinberg said that when Ted Glassrude purchased the properties there was a different consultant who secured an informal wetland determination from SFWMD, that did not reflect the wetland line that was already approved. It is only a matter of how the line was shifted to reflect a previous approved line. He said as of today it is 1.38 acres.

Campbell Rich questioned the timeline and laws of the boundaries.

Kev Freeman said this is a legal matter and he does not have research to speak on the matter.

Ed Weinberg clarified the order of process to secure a wetland line at the South Florida Water Management District.

Michael Herbach said that this happens a lot and went on to explain the process.

Cristina de la Vega asked if they have found any golfer tortoises on the property.

Ed Weinberg said not yet, but they have not completed a full survey. He said the surveys only last 90 days and we are still far out in the planning process.

Campbell Rich asked what a standard practice is to see what animals are on the premises.

Ed Weinberg said the standard practice is to spend a day or two each of the months given. We updated the report in July and went back to the site to update our observations to reflect that date.

Campbell Rich asked about gofer tortoises being mentioned in the report.

Ed Weinberg said that just because they did not see them, there is still potential of occurrence due to the habitat on the land. There is a survey methodology that requires parallel transects that are less than 10 meters apart that is a 100% habitat survey and will happen much closer to development and requires a City of Stuart authorization. They have done 25-30% of the survey.

Campbell Rich asked if the City of Stuart hired him to do this.

Ed Weinberg said that Meritage Homes did.

Campbell Rich asked about the process of doing the environmental surveys and their timeline.

Ed Weinberg confirmed the process of how the surveys have been conducted.

Campbell Rich asked why parcel 6A, the preserve is superior habitat according to Ed's report.

Ed described why the parcel was considered superior.

Cristina de la Vega added that it was adjacent to the Walmart preserve.

Campbell Rich asked about an attachment to the ordinance regarding the Preserve Area Management Plan.

Tom Reetz said explained why the 12 months passed and the City did not notify the owner of that condition that required the PAMP since then the parcel has been deeded to the City. At this point it is the City's responsibility to create a PAMP plan and we still need to do it.

Campbell Rich confirmed that we do own the property and asked for the value of the piece that was given.

Tom Reetz said that he was not sure, but probably 10 million plus.

Michael Herbach shared his thoughts about waste receptacle placement.

Donte Fegary explained the reasoning behind why they designed it that way and that those conditions will be in HOA documents.

Michael Herbach asked if they were going to restrict having satellite dishes on the buildings.

Donte Fegary said that as developers they hire out a management company and they sit on the Homeowners Association board. It helps them enforce and navigate through the deed restrictions.

Michael Herbach said that he does not mind the development as it is on paper, he only minds the area. He is concerned about Walmart unloading trucks at night and does not think it is the proper site for this type of development.

Donte Fegary said the burden will be left on us if the public does not want it.

Donte Fegary gave an example of where he lives and thinks that some people won't mind that in a surrounding area based on the studies they have done.

Michael Herbach asked where the school bus stop would be.

Donte Fegary said that it would stop on the street next to the sidewalk like other areas.

Cristina de la Vega asked if the road behind Aldi was public.

Donte Fegary said they are doing some road work for that road and are still in working discussion for improvements.

Campbell Rich asked what the minimum number of parking spaces required.

Tom said it would be in the site plan.

Doug Fitzwater said that it would be two parking spaces for the size of the units that we have. It requires 152 spaces; we are providing 177 spaces and parking does not include the driveway parking for two-bedroom units.

Li Roberts confirmed they are 16% above the minimum. She asked staff what happens if she did not approve this project in a motion what would happen to the project.

Tom Reetz confirmed that the boards role is to make a recommendation of approval or not, but if you happen to not approve the project the applicant can still go to the City Commission with non-approval.

Li Roberts asked if at that point if the City Commission doesn't approve them, they would have to come back with a new project. She said on the other hand, if the applicant withdrew in order to fix something there is the possibility they would get it.

Kev Freeman said there are options, from what he has observed the question is, is this land use change acceptable and supported by the LPA. He said he doesn't think there is anything the applicant/hoe builder could do to propose a commercial development at this location.

Li Roberts said that there are some conditions under which she thinks this land use change would be acceptable.

Kev Freeman said that if she has an idea of what would be acceptable he would recommend putting that in the motion.

Li Roberts said she thought the applicant was more qualified to make that decision. She said for example, it would be acceptable to have greater setbacks and not be as dense. She said for me to be specific that puts me in a role that is not appropriate and is for an applicant to decide.

Kev Freeman said it would be to ask the applicant if they would come back and address the boards concerns and continue with a new site plan.

Li Roberts asked the applicant to come forward and say that they will address some of these concerns and come back.

Kev said right now there are three options. One, recommend approval. Two, recommend denial. Three, speak with applicant to see if they would agree to a continuous.

Campbell Rich said regardless of what we decide they could still say they will take their chances at City Commission.

Li Roberts confirmed that this would have to happen before the vote.

Donte Fegary said that they have exceeded the parking requirement and they are below the density so he would like to know how many units are acceptable.

Li Roberts said that it is more about the setbacks and density. She would like to know how they plan to mitigate that.

Donte Fegary went on to explain how the setbacks will be designed and asked for a number from Li Roberts of how many units would be acceptable. He said at the end of the day it is a financial matter, although he wants to work through it with the board because it is a good project.

Michael Herbach said the board recommends the applicant to say that they are going to redo the site plan to have bigger setbacks and lower density footprint.

Li Roberts said that she is about to vote and if they want the board's approval then they need to jump in and work with the board.

Donte Fegary said that he is trying to understand and find the happy medium. He asked if staff would reduce the front setback.

Kev Freeman said that they can rotate where the townhomes are located.

Donte Fegary said that will create other problems and that they have looked into it before.

Kev Freeman said the front of the homes would be a wall or fence, behind the homes would be the gated community.

Michael Herbach said that they need to have a bigger back patio, move the pool and 10 ft brick wall to block Walmart noise and replace with townhomes. The board is agreeing to that, he said he was not saying the applicant needs to do that, but it seems to be what the board wants.

Cristina de la Vega suggested that the board make a motion because they can't reconstruct the plan in five minutes.

Donte Fegary addressed some of the boards concerns. He said the plan was well planned out and they took staff recommendations and he is willing to continue to take suggestions. If the center pond on our site was not required it would not be as confined of a site. In the end, we thought we were considerate when putting the plan together and is the best use of the site. He said that he still needs a magic number for density concerns.

Kev Freeman asked the applicant what he meant by front setback.

Cristina de la Vega made her motion.

Donte Fugary asked if she was denying it because of strictly land use.

Michael Herbach said that it is tightness outside the townhomes that do not allow for Florida amenities, such as a place to BBQ. There are multiple concerns more than land use change it is the location of the site with surrounding commercial buildings.

Donte Fegary said that he respected the opinions of the board, but there are projects and developments that are within this same predicament. He said that when residents purchase a home they are aware of what is going on around them. As an example, the homes that were built across the street is doing well.

Cristina de la Vega said that it is not in an industrial park and explained the issues she had with it.

Donte Fegary confirmed the motion.

PUBLIC COMMENTS: None.

MOTION:
Action: Deny because to change from commercial to residential it is not a compatible land use for the surrounding area.
Moved by: Cristina de la Vega
Second by: Larry Massing
Motion passed with Li Roberts opposing.

STAFF UPDATE:

Michael Herbach asked about hearing procedures and by-laws update.

Kev Freeman said they were with the City Attorney.

Michael Herbach asked about Garrett Lobrowski being listed on our agenda as Ex Officio.

Kev Freeman said he is allowed to be.

BOARD COMMENT: None.

ADJOURNMENT:
Motion: Action: Adjourn
Moved by: Li Roberts
Seconded by: Larry Massing

_____ _____

Michael Herbach, Chair Jordan Pinkston, Board Secretary

City of Stuart
Commercial Property Report

CPR

APPLICANT INFORMATION	
Owner(s) Name: Christopher & Melissa Kindig	
Owner(s) Address: 646 NE River Terrace Jensen Beach, FL 34957	
Owner(s) Phone: 3057996153	Owner(s) Email: mkindig@bellsouth.net
Authorized Agent[i]: ROBERT KUOPPALA - KUOPPALA & ASSOCIATES	
Agent Address: 925 SOUTH MILITARY TRAIL - SUITE D10, WEST PALM BEACH, FLA (33415)	
Agent Phone: (561) 682-1909	Agent Email: KUOPPALAARCH@BELLSOUTH.NET
I (owner) authorize ROBERT KUOPPALA to act as my agent in all matters pertaining to this application	
Signature of owner or owner's agent:	

PROPERTY INFORMATION	
Street address of property: NOT ASSIGNED LOT 1 - AVONLEA PUD	
Square footage of building:	
Detailed description of proposed or desired use and objectives for property:	
CONSTRUCT 2 BUILDINGS (TOTALLING 9,381 SF.) FOR PROFESSIONAL AND MEDICAL OFFICES ON VACANT LOT	
If available, attach a survey: ☒	Parcel Control Number #: 283741013000000100
If available, attach copy of deed: ☑	

[i] Authorized Agent may include an Architect, Attorney, Contractor, Engineer, Land Use Planner, Landscape Architect, Real Estate Agent or Potential Tenant

General Information
(Please Print or Type)

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

Name: CHRISTOPHER W. & MELISSA C. KINDIG	City/State/Zip Code: JENSEN BEACH, FL 34957
Title: PROPERTY OWNERS	Telephone Number: (772) 334-3653
Company: —	Facsimile Number: —
~~Company~~ Address: 646 NE RIVER TERRACE	Email Address (optional): —

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

Name: ROBERT KUOPPALA	City/State/Zip Code: WEST PALM BEACH, FL 33415
Title: ARCHITECT	Telephone Number: (561) 682-1909
Company: KUOPPALA + ASSOCIATES	Facsimile Number: —
Company Address: 925 S. MILITARY TRAIL - D10	Email Address (optional): KUOPPALARCH@BELLSOUTH.NET

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

Name: ROBERT KUOPPALA	City/State/Zip Code: WEST PALM BEACH, FLA 33415
Title: ARCHITECT	Telephone Number: (561) 682-1909
Company: KUOPPALA + ASSOCIATES	Facsimile Number:
Company Address: 925 SOUTH MILITARY TRAIL - D10	Email Address (optional): KUOPPALARCH@BELLSOUTH.NET

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

4. Signed this 25 day of JUNE, 2019.

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 12 day of July 2019 by Robert Kuoppala who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Notary Signature

Commission expires: May 3, 2020.

JAMES LAIDLAW
MY COMMISSION # FF 956729
EXPIRES: May 3, 2020
Bonded Thru Budget Notary Services

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

Reviewed By: _____

Application must be legible with all relevant fields completed.

Pre-App Conference Date: 7/15/19	Application Date: 8/5/19
Project Name: KINAG PROFESSIONAL PLAZA	
Parcel ID# 28-37-41-013-000-00010-0	Project Address: NOT ASSIGNED
Zoning/CRA Sub-district: CPUD	
Subdivision: AVONLEA PUD	Lot(s): 1

Fees: Major PUD Amendment - $3,072.00; Minor PUD Amendment: $2,048.00; PUD Agreement Amendment (text change only): $1,024.00 *(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)*

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)

General Information
(Please Print or Type)

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

Name: ROBERT KUOPPALA	City/State/Zip Code: WEST PALM BEACH, FL 33415
Title: ARCHITECT	Telephone Number: (561) 682-1909
Company: KUOPPALA + ASSOCIATES - ARCHITECTS	Facsimile Number: —
Company Address: 925 SOUTH MILITARY TRAIL - D10	Email Address (optional): KUOPPALAARCHE BELLSOUTH.NET

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

Name: ROBERT KUOPPALA	City/State/Zip Code: WEST PALM BEACH, FLORIDA 33415
Title: ARCHITECT	Telephone Number: (561) 682-1909
Company: KUOPPALA + ASSOCIATES	Facsimile Number:
Company Address: 925 SOUTH MILITARY TRAIL - D10	Email Address (optional): KUOPPALAARCHE BELLSOUTH.net

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

Name: ROBERT KUOPPALA	City/State/Zip Code: WEST PALM BEACH, FLA 33415
Title: ARCHITECT	Telephone Number: (561) 682-1909
Company: KUOPPALA + ASSOCIATES-ARCHITECTS	Facsimile Number: —
Company Address: 925 SOUTH MILITARY TRAIL - D10	Email Address (optional): KUOPPALAARCHE BELLSOUTH.NET

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

4. Signed this 2 day of JULY, 2019.

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 6 day of July by Robert Kuoppala who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Commission expires: May 3, 2020

Notary Signature

JAMES LAIDLAW
MY COMMISSION # FF 968729
EXPIRES: May 3, 2020

Corporate Warranty Deed

E-RECORDED simplifile
ID: 2711249 BK: 3011
County: MARTIN P: 267
Date: 8-17-18 Time: 1508

This Indenture, made , August 10, 2018 A.D.
Between
DG Shreveport LLC, a Florida limited liability company whose post office address is: P.O. Box 700607, Saint Cloud, Florida 34771 a corporation existing under the laws of the State of Florida, Grantor and **Christopher W Kindig and Melissa C Kindig, husband and wife** whose post office address is: 646 NE River Terrace, Jensen Beach, Florida 34957, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Martin, State of Florida, to wit:

Lot 1, New Avonlea P.U.D. lying in Sections 28 and 29, Township 37 South, Range 41 East, in the City of Stuart, according to the Plat thereof, recorded in Plat Book 17, Page 35 , Martin County, Florida.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **28-37-41-013-000-00010-0**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

DG Shreveport LLC, a Florida limited liability company

Signed and Sealed in Our Presence:

By: _____
William Rocker
Its: Manager

Witness Print Name: MARIA A. CONNELL

Witness Print Name: ALLEN CONNELL

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this 10th day of August, 2018, by William Rocker, the Manager of DG Shreveport LLC, a Florida limited liability company A corporation existing under the laws of the State of Florida, on behalf of the corporation. He/She is personally known to me or has produced PIK as identification.

Notary Public State of Florida
Maria A Connell
My Commission GG 227187
Expires 09/20/2022

_____ (Seal)
Notary Public
Notary Printed Name: MARIA A. CONNELL

My Commission Expires::

Prepared by:
Maria A. Connell, an employee of
Classic Title & Solutions, Inc.,
1341 East Irlo Bronson Memorial Highway
Saint Cloud, Florida 34771

File Number: 18-277

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 11/25/2019 **Prepared by:** Tom Reetz

Title of Item:

TRILLIUM RPUD - (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2419-2019; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 9.45 ACRE PORTION OF A 49.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OWNED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH OF SE MIAMI STREET ABUTTING THE NORTH SIDE OF WAL-MART AND EAST OF STUART LANDINGS, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE TRILLIUM RPUD CONSISTING OF SEVENTY SIX (76) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On November 12, 2019, the City Commission unanimously approved the Trillium project consisting of 76 attached townhomes located south of SE Miami Street, east of SE Federal Highway, west of SE Commerce Avenue and abutting Walmart Supercenter.

In respect of housing provision in the City the Commission should be aware of the City of Stuart Housing Report of May, 2018. (attached to this item). Relevant extracts are below:

'Traditional measures of housing affordability ignore transportation costs. Typically, a household's second-largest expenditure, transportation costs, are largely a function of the characteristics of the neighborhood in which a household chooses to live. Compact and dynamic neighborhoods with walkable streets and high access to jobs, transit, and a wide variety of businesses are more efficient, affordable, and sustainable.'

'A focus on the development of new housing in areas adjacent to employment centers & transportation options will help build walkable, urban living environment to which millennials and young professionals are attracted.'

'Consider Underlying Multifamily Residential Zoning of Commercial Property: The demise of the "big box" store or 1970's era strip center continues to be an issue. The city could amend their comprehensive land use plans and zoning codes to assign property in each commercial category a multifamily residential zoning overlay (i.e., allowing for redevelopment without a comprehensive land use plan change or rezoning), but only if a predesignated percentage of those units will be used for attainable housing, preferably creating a mixed income scenario.'

The property currently has a commercial future land use designation and was the subject of a prior PUD amendment which consolidated the upland preserve offsite in anticipation of the development of the property. The applicant is requesting to change the land use from commercial to multi-family residential to allow for 76-unit attached townhome community.

The project is located south of SE Miami Street, east of SE Federal Highway, west of SE Commerce Avenue and abutting Walmart Supercenter. The Trillium RPUD project proposes 76 attached town-home units within 13 buildings with a gross density of 8.05 units per acre.
The residential community is appropriate for the area due to the proximity of the existing Aldi grocery store, Walmart and other retail shops. The retail proximity will allow for residents of the townhome development to walk to the surrounding retail. Additionally, there are many commercial businesses located along SE Commerce Avenue and the nearby business park that could provide jobs for future residents.

The developer's architect has submitted contemporary elevations for the Town Home community. Site elements such as a cabana and pool area with connecting sidewalks make for a pedestrian friendly neighborhood. Other amenities include a centrally located lake with native plantings at the lake's perimeter. PVC fencing and native landscaping with a minimum width of 25 feet will buffer the project from the surrounding commercial businesses. Staff recommends the developer install littoral planting around the proposed wet retention pond and the existing lake to help maintain a healthy habitat.

Ordinance NO. 2263-2018 was approved by the City Commission which terminated the obligation for the proposed Trillium development to provide 3.64 acres of on-site upland preserve. The ordinance provided for the transfer for the obligation to a nearby undeveloped parcel with superior native habitat. **See Ordinance No. 2263-2018 attached**.

Funding Source:

N/A

Recommended Action:

Motion to recommend adoption of Ordinance No. 2419-2019 at Second Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Staff Report - By Tom Reetz	11/15/2019	Staff Report
🗋	Staff Review	10/8/2019	Backup Material
🗋	Ordinance No. 2419-2019	10/8/2019	Ordinance add to Y drive
🗋	Ordinance No. 2419-2019 Exhibit D	10/8/2019	Ordinance add to Y drive

🗋	Ordinance No. 2419-2019 Exhibit D1	10/8/2019	Ordinance add to Y drive
🗋	Consultant comments with applicant response	10/8/2019	Backup Material
🗋	City Comments	10/8/2019	Backup Material
🗋	Final Consultant Approval letter	10/8/2019	Backup Material
🗋	Ordinance No.2263-2019 termination of on-site upland preserve requirement	10/8/2019	Backup Material
🗋	DRAFT LPA minutes	11/1/2019	Backup Material
🗋	Housing Report 2018	11/1/2019	Backup Material

CITY OF STUART
City Commission
November 25th, 2019

Project Name: Trillium RPUD - FLU & Zoning Change	**Property Owner:** Stuart Development LLC
Project No.: Z19070004	**Applicant/Petitioner**: Ted Glasrud Associates FL, LLC, Dante Fraegari
Ordinance No: 2419-2019	**Agent/Representative:** Doug Fitzwater – Lucido & Associates
	Case Planner: Tom Reetz
Location: South side of SE Miami Street, west of SE Commerce Blvd. and east of SE Federal Highway.	



PROJECT SUMMARY	
Property Size (area)	9.45 Acres
Present Use	Undeveloped

Subject Property Land Use		Multi-Family
Adjacent FLU	*North*	Commercial
	South	Commercial
	East	Commercial
	West	Commercial (comp plan change is necessary)
Subject Property Zoning		CPUD (Commercial Planned Unit Development)
Adjacent Zoning	*North*	B-2 Business General
	South	CPUD (Commercial Planned Unit Development)
	East	CPUD (Commercial Planned Unit Development)
	West	CPUD (Commercial Planned Unit Development)
Proposed Use		Attached homes (up to 8) – See Ordinance 2410-2019
City Approvals		Building Department – No comments at this time. Fire Department – See attached comments Public Works – See attached comments
Brief Explanation		The intent of this application is to request an amendment to the existing CPUD by changing the land use from commercial to multi-family and the zoning from CPUD to RPUD. The subject property is 9.45 acres. The property is currently undeveloped. The intent of this project is to allow 76 attached homes to be developed on the site while upgrading the drainage and enhancing the buffers and creating a centrally located lake with Littoral plantings.
Staff Recommendation: Staff recommends approval for the land use and zoning change for 76 town-home units and master site plan approval.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications to change the land use and to rezone to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 10-02-2019

C. Mail Notice Postmark: 10-02-2019 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAJOR AMENDMENT TO THE RPUD ORDINANCE NO. 2319-2019

III. APPLICATION: Dated July 11, 2019

IV. HISTORY OF THE SITE

The +/-9.45-acre site is located on the south side of SE Miami Street, west of SE Commerce Blvd. and east of SE Federal Highway. The development is proposed for 13 multi-family buildings consisting of 76 individual residences considered Multifamily Housing. Access to the proposed development is a single entrance via the connector road between Miami Street and Walmart. The developer will build an 8-foot sidewalk on the east side of the connector road from Miami Street to Walmart.

V. STAFF ANALYSIS

Site and Area Characteristics

The subject property consists of one parcel totaling 9.45 acres in size, located on the South side of SE Miami Street, west of SE Commerce Blvd. and east of SE Federal Highway.

Project Description

The site is located at the southern portion of the City of Stuart limits.
The parcel to the west has been developed commercially with Aldi grocery as the anchor with supporting uses.

A Master Site Plan has been laid out with 76 attached units strategically placed around a centrally located lake with native plantings. The site includes a gated entry with generous landscaping a decorative fence at the projects entrance. A pool and cabana nestled at the project's entrance and surrounded by native landscaping.
The developer has submitted attractive two-story townhome models with a Contemporary design

for this community.
Site elements such as a streetscape scheme including foxtail palms which allows the private road to be lined with decorative trees and sidewalk on both sides of the streets. Other amenities include a lake with littoral planting (requested by staff). Buffer plantings and upland preserve creating a natural buffer between existing communities and roadways.

Future Land Use Amendment and Comprehensive Plan Consistency Review

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

This land-use category allows for one or two dwelling units per building. Includes single family detached, duplex/townhomes, patio homes, garden homes, and adult living facilities, foster homes and zero-lot-line residences. Also, public facilities, churches day care centers, schools and electric distribution substations are allowed.

Section 11.01.05G.1 (large-Scale Comprehensive Plan Amendments) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission:

1. ***The existing land use pattern;***

   The existing land use pattern surrounding the project area consists of commercial properties along SE Federal Highway. And, to the east the existing businesses, as well as the business park to the south will provide job opportunities for the residents.

2. ***The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;***

   No, the proposed residential community would not create an isolated land use classification. Although, the residential community would be a separate land use to the surrounding commercial properties, the nearby businesses will provide grocery, dining and job opportunities for the residential project.

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

   No. The multifamily land use and the proposed project will rely on Martin County Utilities for services which have sufficient capacity to service the proposed project. The school capacity will be coordinated with the Martin County school board and concurrency will be reserved at the time of construction plan permitting for the Trillium RPUD. The streets have adequate capacity.

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

   The property will not connect to the City's sewage collection, treatment and disposal facilities. The property is within the Martin County Utilities service district.

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

   All development on the site would be required to comply with applicable City of Stuart stormwater management requirements with review and permitting from the South Florida Water Management District.

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

   There are no issues in this regard.

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

   The county/city has shown a trend toward development of residential uses and the need for housing to support the local workforce and young professionals.

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

   The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods.

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

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

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

    The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area by allowing for a local customer base for the surrounding commercial properties.

11. *The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.*

    There are few vacant properties in this area of Stuart with a land use of multifamily to provide town home units to existing and future residents.

A. Technical Review by Other Agencies

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

The Local Planning Agency shall include in its recommendation to the City Commission any information which it deems is relevant to issues relating to the proposed amendment to the RPUD.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed major amendment to the RPUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

Residential PUD

Project:	Trillium RPUD
Date	10.17.2019

Adjacent N	Car Dealership - Wallace
Adjacent S	Walmart
Adjacent E	Preserve
Adjacent W	Stuart Landings (Aldi and Burger King)
Total Floor Space (sq.ft)	**81022 SQ ft 1.8 Acres bldg footprint tot.**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation	COMPLY
2.07.00 D.2 a	Uses	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	NOT APPLICABLE
2.07.00.D.2.d	Commercial Uses (<30%) vertical	NOT APPLICABLE
2.07.00.D.3	Density	COMPLY
2.07.03 D.4.b	Open Space (>30%)	EXCEPTION REQUESTED
2.07.03 D.4.c	FAR	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%)	NOT APPLICABLE

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	COMPLY
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	NOT APPLICABLE
2.04.06	Certain street setbacks	NOT APPLICABLE
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE

4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	COMPLY
5.03.02	Wetland Protection	COMPLY
5.04.00	Evironmentally sensitive lands	COMPLY
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	COMPLY
5.05.02	Tree removal	COMPLY

5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	COMPLY
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	NOT APPLICABLE
6.01.09	Parking Code	COMPLY
6.01.18	Off-Street Loading	TO BE REVIEWED
6.01.19	PILOP	NOT APPLICABLE

STORMWATER

6.03.01	Generally	TO BE REVIEWED
6.03.04	Management	TO BE REVIEWED
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	COMPLY
6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE
6.04.03 B.6	Visibility triangles	TO BE REVIEWED

6.04.06	Land Use Transitions	COMPLY

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	NOT APPLICABLE
6.04.07 B.1	Landscaped strip adjacent to private property	NOT APPLICABLE
6.04.07 B.2a	Parking area adjacent to private property	NOT APPLICABLE
6.04.07 B.2b	Hedge/wall/berm on outside of strip	NOT APPLICABLE
6.04.07 B.2c	Other Landscaping	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	NOT APPLICABLE
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
6.04.07 C.2	Parking area rear and sides of	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	COMPLY
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY
6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	NOT APPLICABLE
6.05.02 C	Building Orientation	NOT APPLICABLE
6.05.02 D	Façade Design	NOT APPLICABLE
6.05.02 E	Massing	NOT APPLICABLE
6.05.02 F	Other Features	NOT APPLICABLE
6.05.02 G	Transitional Elevations	NOT APPLICABLE
6.05.03 B	Blank Wall Area	NOT APPLICABLE
6.05.03 C	Repeating Façade	NOT APPLICABLE
6.05.04	Additional Façade	NOT APPLICABLE

6.05.05	Roof Treatments	NOT APPLICABLE
6.05.06	Entryways and customer entrance	NOT APPLICABLE
6.05.07	Materials and Color	NOT APPLICABLE
6.06.00	Green Development	NOT APPLICABLE
6.07.00	Lighting	NOT APPLICABLE
6.08.00	Dumpster & Recycling	NOT APPLICABLE
6.09.05	Fences	NOT APPLICABLE
6.11.00	Signs	TO BE REVIEWED

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2419-2019

* * * * *

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 9.45 ACRE PORTION OF A 49.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OWNED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH OF SE MIAMI STREET ABUTTING THE NORTH SIDE OF WAL-MART AND EAST OF STUART LANDINGS, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE TRILLIUM RPUD CONSISTING OF SEVENTY SIX (76) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Lucido and Associates and Meritage Homes representing Ted Glasrud Associates Fl, LLC (owner), for a 9.45 acre parcel of land located on the south side of S.E. Miami Street abutting the north side of Walmart and east of Stuart Landings; and

WHEREAS, the City of Stuart has determined the need to change the Future Land Use and Land Development zoning district for said lands; and

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

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

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

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

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

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

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

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

a. **Master Site Plan, Sheet SP-1, prepared by Lucido & Associates, dated 07.10.19, resubmitted on 09.06.19.**
b. **Boundary& Topographic Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 04.15.19.**
c. **ALTA/NSPS Land Title Tree Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 04.15.19.**
d. **The Landscape Plan & Plant Schedule, Master Plant Schedule, Tree Mitigation Plan, Tree Table, Landscape Details, and Landscape Specifications, Sheets CV, LA-1, LA-2, LA-3, LA-4, LA-5, LA-6, LA-7, LA-8, prepared by Lucido & Associates, dated 02.13.19, and response to comments dated 07. 10.19, resubmitted on 09.06.19, and response to comments on 10.04.19 and 10.07.19.**
e. **Architectural Elevations for Building BHHB, Contemporary Elevation, Left, Right and Rear, by Fieldstone Architecture & Engineering for Meritage Homes, no date.**
f. **Trillium Environmental Assessment Report by EW Consultants, Inc., dated September 2019.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Multi-Family Residential". The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development amended by this ordinance to allow for 76 attached townhome units.

SECTION 3: This ordinance becomes effective upon adoption.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

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

Passed on first reading the 12th day of November 2019.

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

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

ADOPTED on second and final reading this _____day of _____, 2019.

ATTEST:

_____ _____

MARY R. KINDEL REBECCA S. BRUNER

CITY CLERK MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Ted Glasrud Associates FL, LLC

By: _____

Theodore G. Glasrud (President of Glasrud Management, Inc.)

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Theodore G. Glasrud, President of Glasrud Management, Inc.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2019, by REBECCA S. BRUNER, MAYOR , and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION

Trillium RPUD

PARCEL 6:

Parcel 6A. Tracts 153, 154, 155, 156, 157 and 158 lying West of SE Commerce Avenue and South of SE Miami Street, Sewall's Point Land Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 3, Page 7 of the Public Records of Palm Beach (now Martin) County, Florida.

less and excepting lands conveyed to Harbor Federal Savings Bank recorded in Official Records Book 1693, Page 1280

and

less and excepting lands conveyed to Wal-Mart Stores East, LP recorded in Official Records Book 1948, Page 557
and
less and excepting lands conveyed to DKC Stuart Landings LLC recorded in Official Records Book 2823, Page 1546.

TOGETHER WITH:
Parcel 6B. "Nonexclusive easements contained in Access Easement Agreement between Wal-Mart Stores East LP and Industrial Development Corp recorded in Official Records Book 1948 page 594";

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

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

   a. **Master Site Plan, Sheet SP-1, prepared by Lucido & Associates, dated 07.10.19, resubmitted on 09.06.19.**
   b. **Boundary& Topographic Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 04.15.19.**
   c. **ALTA/NSPS Land Title Tree Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 04.15.19.**
   d. **The Landscape Plan & Plant Schedule, Master Plant Schedule, Tree Mitigation Plan, Tree Table, Landscape Details, and Landscape Specifications, Sheets CV, LA-1, LA-2, LA-3, LA-4, LA-5, LA-6, LA-7, LA-8, prepared by Lucido & Associates, dated 02.13.19, and response to comments dated 07. 10.19, resubmitted on 09.06.19, and response to comments on 10.04.19. and 10.07.19.**
   e. **Architectural Elevations for Building BHHB, Contemporary Elevation, Left, Right and Rear, by Fieldstone Architecture & Engineering for Meritage Homes, no date.**
   f. **Trillium Environmental Assessment Report by EW Consultants, Inc., dated September 2019.**

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

2. Development of the Subject Property as a RPUD shall include an impervious area of not more than 286,352 sf or 6.57 acres (69% of the site) within the RPUD. The maximum

building height within the RPUD shall be 2 stories or 30 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof or to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

3. The developer shall construct an 8 (eight) foot wide sidewalk with curbing along the entire front of the project (minus the entry) abutting the east side of the 50 wide unnamed connector road to be completed before the last certificate of occupancy is issued.

4. The developer shall post a sign at the mailboxes located along perpendicular stalls reserving spaces specifically for mail delivery and pick-up only.

Landscaping

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

6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

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

Required Pervious and Native Preserve Area

8. Not less than 17.0% (1.10 acres) of the RPUD or shall be open space that may include landscaped buffer areas as depicted on the Master Site Plan by Lucido and Associates as described in Exhibit C.

Tree Mitigation

9. The project shall comply with project's tree mitigation plan, Sht. LA-5 by Lucido and Associates.

Prior to Issuance of Site Permits

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

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

12. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

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

Development and Construction

14. The Developer shall construct the project's infrastructure in one phase and is required to control the sales of lots in blocks and will create a lot sales and construction plan which shall be provided to the City's Development Department for review and approval prior to application for the first building permit. The last building's townhouse unit shall obtain a certificate of occupancy by December 30, 2023.

15. The developer shall obtain a grading easement from the commercial development owner to the west (Stuart Landings) for the construction of drainage outfall piping near the connection to the manhole as currently shown on the plans.

16. The Developer shall install landscaping and gates at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit. The entry gates shall be made operational with gate code coordination for accessibility by the City's Public Works Department for trash pickup and meter reading prior to issuance of the third certificate of occupancy.

17. The proposed cabana and pool landscaping shall be completed before the certificate of occupancy has been issued for the 10th residential unit or within 12 months from the start of any development activity.

18. The developer shall eradicate all invasive vegetation for the entire site to be completed and inspected prior the first building permit being issued.

19. The property owner shall provide easements for licensed television services. Preserve area easements shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.

20. Water and Sewer Services shall be provided by Martin County Utilities. Additionally, the development shall use reclaimed water (Purple Pipe) for watering common areas and make available to individual lots if made available by Martin County.

21. The Developer shall provide a six-foot decorative aluminum fence acceptable to the Development Department at the project's entry up to the proposed swale.

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

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

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

25. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to the City Public Works department.

26. The developer shall provide both transponders and individual gate access codes for Public Works sanitation pickup.

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

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

29. The installation of a Knox key switch to operate the gate is required for City of Stuart fire rescue and Martin County Fire Rescue and the gate codes are to be posted with the City's Police Department.

30. A lighting plan shall be included on the Landscape plan for the community's common areas including any street lighting at permitting. All lights at the common areas shall be limited to 15 feet in height and shielded from neighboring property.

31. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines, and private road shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting. Specifically,

    a. Private Road & R.O.W. including pedestrian sidewalk

    b. Proposed Lake

    c. Cabana and Pool

32. The developer shall make provision for a pedestrian gate from the development to the existing retention pond before the final Certificate of occupancy is issued.

Signage

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

Platting- HOA Requirements & Future Amendments

34. Plat approval per Section 11.01.06.1 shall occur prior to any future development permit for any development activity, no permit for development including site work and infrastructure, shall be issued by the City unless and until a plat has been approved by the City Commission and recorded in the public records.

35. The PUD may be conveyed to 76 separate homeowners without further amendment to this Ordinance. Prior to application for any development, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features and include restrictions regarding boats, boat trailers, sheds, etc.

36. City of Stuart waste receptacles, including recycle shall be stored in garages only. The developments HOA shall be responsible for enforcing this waste receptable policy. The receptacles at the amenity areas shall be stored inside the clubhouse or outside in an approved enclosure. The developments HOA shall be responsible for enforcing this waste receptable policy. The property-owners association shall pay for initial bins (one trash bin and one recycle bin) for each unit including the clubhouse for a total of 77 trash bins and 77 recycle bins at the time of permitting. The City will provide a single bill to the POA for trash pick-up.

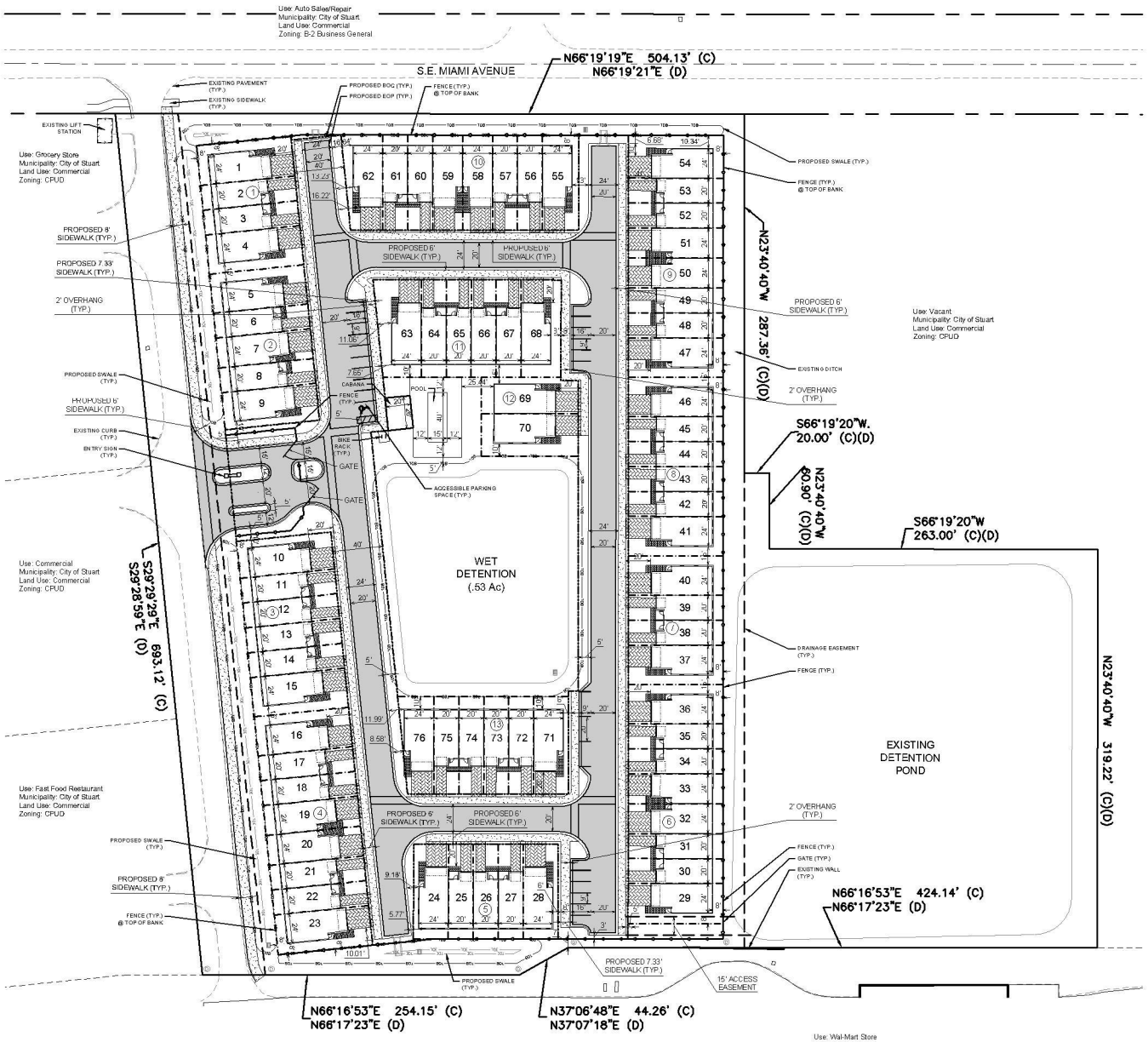
37. There shall be no on street parking on trash/recycle collection days. The developer and home-owners association shall request and consent to law enforcement entry to property and enforcement of state and city laws to include traffic enforcement. Additionally, the City of Stuart Police Department shall have authority to enforce city laws and all conditions of development of Ordinance 2419-2019.

38. No yard waste shall be placed in the street.

39. All new fences shall be maintained by the Trillium Home-Owners Association. Both sides of the existing partial wall at the rear of Walmart separating the two properties shall be maintained by the Walmart. Trillium shall grant easement to Walmart for maintenance of the partial existing wall separating the two properties.

40. Any applications to amend this Ordinance shall be limited to the developer or the Home-Owners Association.

41. The Home-Owner's Association shall regulate any permits for guest parking.



Site Data:

Existing Future Land Use:	**Commercial**	
Proposed Future Land Use:	**Multifamily**	
Existing Zoning:	**CPUD**	
Proposed Zoning:	**RPUD**	
Total Units:	**76 Units**	
Gross Density:	**8.05 DU/ac.**	
Area (Total Site):	**411,484 sf**	**9.45 ac.**
Impervious Area:	286,352 sf	6.57 ac. (69.0%)
Buildings:	61,022 sf	1.86 ac.
Pavement/Impervious (VUA, Curbs, Driveways, & Sidewalks):	112,640 sf	2.59 ac.
Lake:	60,000 sf	1.60 ac.
Wet Detention:	22,087 sf	0.53 ac.
Pervious Area:	125,132 sf	2.88 ac. (31%)
Landscape Area:	125,132 sf	2.88 ac.

Building Data:

Product Type:	Townhomes
Maximum Height:	2 Stories - 30'
Building Coverage:	19%

Parking Calculations:

Total Parking Spaces Required **152 Spaces**

76 - Two bedroom or greater units @ 2 Spaces per unit: 152 Spaces

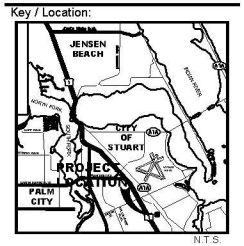
Total Parking Spaces Provided	**177 Spaces**
Standard Spaces:	22 Spaces (1 Accessible Space)
Parallel Spaces:	3 Spaces
Garage Spaces:	111 Spaces
Driveway Spaces:	41 Spaces

General Notes:

- Refer to Landscape Plan for landscape details and specifications.
- A Certificate of Occupancy Phasing Plan will be provided with the final site plan application.
- The applicant will request in writing, prior to any land clearing, that a field inspection be performed to determine if barricades have been properly installed on the site.
- All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
- The property owner shall be required to provide adequate easements to ensure non-exclusive access to duly licensed cable television services to persons residing in this development. The easement shall specifically provide for the use by the franchised cable television system.
- The parking areas shown hereon are private and will be owned and maintained by the homeowners association.
- Water and sewer service shall be provided by Martin County Utilities.
- Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes	8337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32836
Land Planner / Landscape Architect:	Lucido & Associates	701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc.	10075 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc.	7000 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal

NORTH

SCALE: 1" = 40'

0 20' 40' 80'

REG. #1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.H.	**SP-1**
Project Number	18-111U	
Municipal Number	---	
Computer File	18-111U Trillium Townhomes - Site Plan.dwg	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproduction, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

11252019 CC M

BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

PARCEL 6-B

TRACTS 153, 154, 155, 156, 157, AND 158 LYING WEST OF S.E. COMMERCE AVENUE AND SOUTH OF SE MIAMI STREET, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

-LESS AND EXCEPTING LANDS CONVEYED TO HARBOR EDERAL SAVINGS BANK, RECORDED IN OFFICIAL RECORDS BOOK 1693, PAGE 1280.

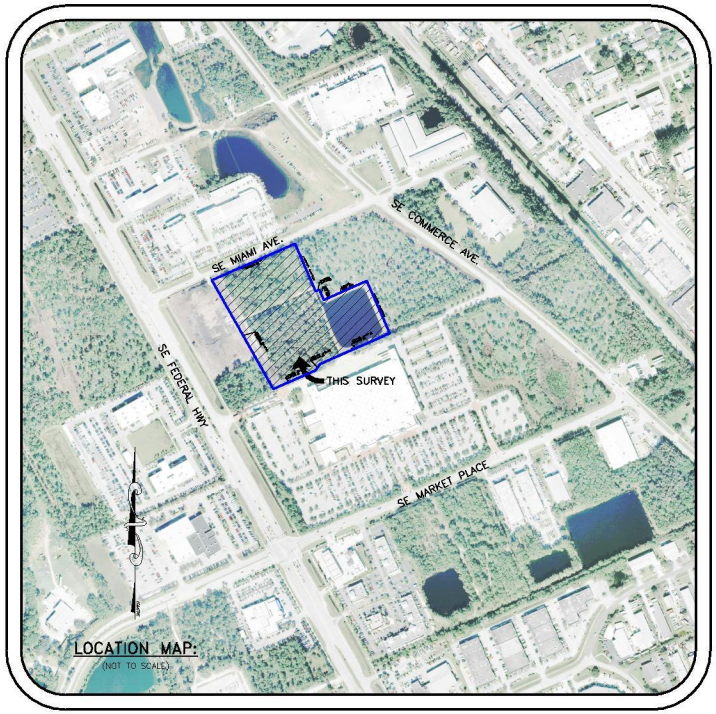
-AND LESS
LESS AND EXCEPTING LANDS CONVEYED TO WAL-MART STORES EAST, LP RECORDED IN OFFICIAL RECORDS BOOK 1948, PAGE 557.

-AND LESS
LESS AND EXCEPTING LANDS CONVEYED TO DKC STUART LANDINGS LLC, RECORDED IN OFFICIAL RECORDS BOOK 2823, PAGE 1546.

-AND LESS
PARCEL 6-A
A PARCEL OF LAND LYING IN A PORTION OF TRACTS 153, 154, 155, AND 156, SEWALL'S POINT LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF S.E. MIAMI AVENUE, DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, HAVING AN 80 FOOT RIGHT-OF-WAY, AND THE SOUTHWEST RIGHT-OF-WAY LINE OF S.E. COMMERCE AVENUE, ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIAL BEARING OF NORTH 67°36'25" EAST, A RADIUS OF 7460.00 FEET, A CENTRAL ANGLE OF 02°22'14", TRAVEL COUNTER-CLOCKWISE, ALONG THE ARC OF SAID NON-TANGENT CURVE, AND SAID 80 FOOT RIGHT-OF-WAY LINE, FOR A DISTANCE OF 308.63 FEET; THENCE SOUTH 55°29'19" EAST, ALONG SAID 80 FOOT RIGHT-OF-WAY LINE, FOR A DISTANCE OF 127.93 FEET TO A POINT ON A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7460.00 FEET, AND A CENTRAL ANGLE OF 02°35'09"; THENCE TRAVEL CLOCKWISE, ALONG THE ARC OF SAID TANGENT CURVE, AND SAID 80 FOOT RIGHT-OF-WAY LINE, FOR A DISTANCE OF 336.67 FEET TO A POINT ON THE NORTH LINE OF A NON-EXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1948, PAGE 594; THENCE, DEPARTING SAID TANGENT CURVE, AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF S.E. COMMERCE AVENUE, SOUTH 66°16'53" WEST, ALONG SAID NORTH LINE OF THE NON-EXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1948, PAGE 594, FOR A DISTANCE OF 592.21 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 155; THENCE NORTH 23°40'40" WEST, ALONG THE WEST LINE OF SAID TRACT 155, FOR A DISTANCE OF 319.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 66°19'20" WEST, FOR A DISTANCE OF 263.00 FEET; THENCE NORTH 23°40'40" WEST, FOR A DISTANCE OF 60.90 FEE?; THECE SOUTH 66°19'20" WEST, FOR A DISTANCE OF 20.00 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRAC? 156; THENCE NORTH 23°40'40" WEST, ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE OF SAID S.E. MIAMI AVENUE; THENCE NORTH 66°19'21" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 484.39 FEET TO THE POINT OF BEGINNING OF SAID PARCEL.

LEGEND:

Ⓑ	BACKFLOW PREVENTOR
(C)	CALCULATED DIMENSION FROM FIELD MEASUREMENTS
C.B.S.	CONCRETE BLOCK STRUCTURE
C/L	CENTERLINE
⊗	CLEANOUT
CMP	CORRUGATED METAL PIPE
(D)	DEED DIMENSION
Δ	DELTA (CENTRAL ANGLE)
Ⓓ	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE
◧	ELECTRICAL JUNCTION BOX
ELEV.	ELEVATION
	FIRE HYDRANT
F.F.	FINISH FLOOR
FND	FOUND
GPS	GLOBAL POSITIONING SYSTEM
	GUY ANCHOR
H.D.P.E.	HIGH DENSITY POLYETHYLENE
INV.	INVERT
	LIGHT POLE
N.A.D.	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
— OHU —	OVERHEAD UTILITY LINE
PG.	PAGE
P.B.	PLAT BOOK
(P)	PLATTED DIMENSION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
Ⓢ	SANITARY SEWER MANHOLE
— SAN —	SANITARY SEWER LINE
	SANITARY SEWER VALVE
	SINGLE SUPPORT SIGN
— STM —	STORM SEWER LINE
◧	TELEPHONE PEDESTAL
	UTILITY POLE
	WATER VALVE
◧	WATER METER



ELEVATIONS SHOWN HEREON
ARE ON NORTH AMERICAN
VERTICAL DATUM 1988.

SURVEYOR'S NOTES:

1. THE SURVEY DATE IS APRIL 15, 2019.
2. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS THE EAST RIGHT OF WAY LINE OF SE FEDERAL HIGHWAY, SAID LINE BEARS N29°29'27"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS ESTABLISHED BY NOS CONTROL POINT DESIGNATION "J 403" HAVING A PUBLISHED ELEVATION OF 15.27' (NAVD88). ELEVATION DEPICTED ON THIS SURVEY WERE OBTAINED USING REAL TIME KINEMATIC (RTK) GPS METHODS WITH AN EXPECTED ACCURACY OF +/- 0.1'. A CONVERSION OF NAVD88 + 1.45 TO NGVD29, AN EXAMPLE; FOR A DATUM-SHIFT VALUE OF -1.45, AN ELEVATION OF 15.27 FEET IN NAVD88 WOULD BE 16.72 FEET IN NGVD29.
7. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
8. THIS SURVEY DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM MARTIN COUNTY PROPERTY APPRAISER OFFICE.
9. AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM (LABINS) DATED 2016 AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
10. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA MAP NUMBER 12085C, PANEL NUMBER 01630, WITH AN EFFECTIVE DATE OF 03/16/15

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY:

1) TED GLASRUD ASSOCIATES FL, LLC
2) INDUSTRIAL DEVELOPMENT CORP.,
3) COMMONWEALTH LAND TITLE INSURANCE COMPANY
4) RICHARD G. COKER JR., P.A.

_____DATE_____
RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR & MAPPER #6272
STATE OF FLORIDA – LB #3591

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LAND DEVELOPMENT SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

REVISIONS: | BY: | DATE:

CAD \\10.0.10.3\projects\08458-00-00-00-revit\81\drawings\Survey\
REF \\10.0.10.3\projects\08458-00-00-00-revit\81\drawings\Survey\Xrefs\
FLD HW, WT, DF | FB./PG. RJ #1/20-22 | DATE 04/15/19
OFF BHM | SHEET 1 OF 2 | DWG 8458-SUR
CKD REB

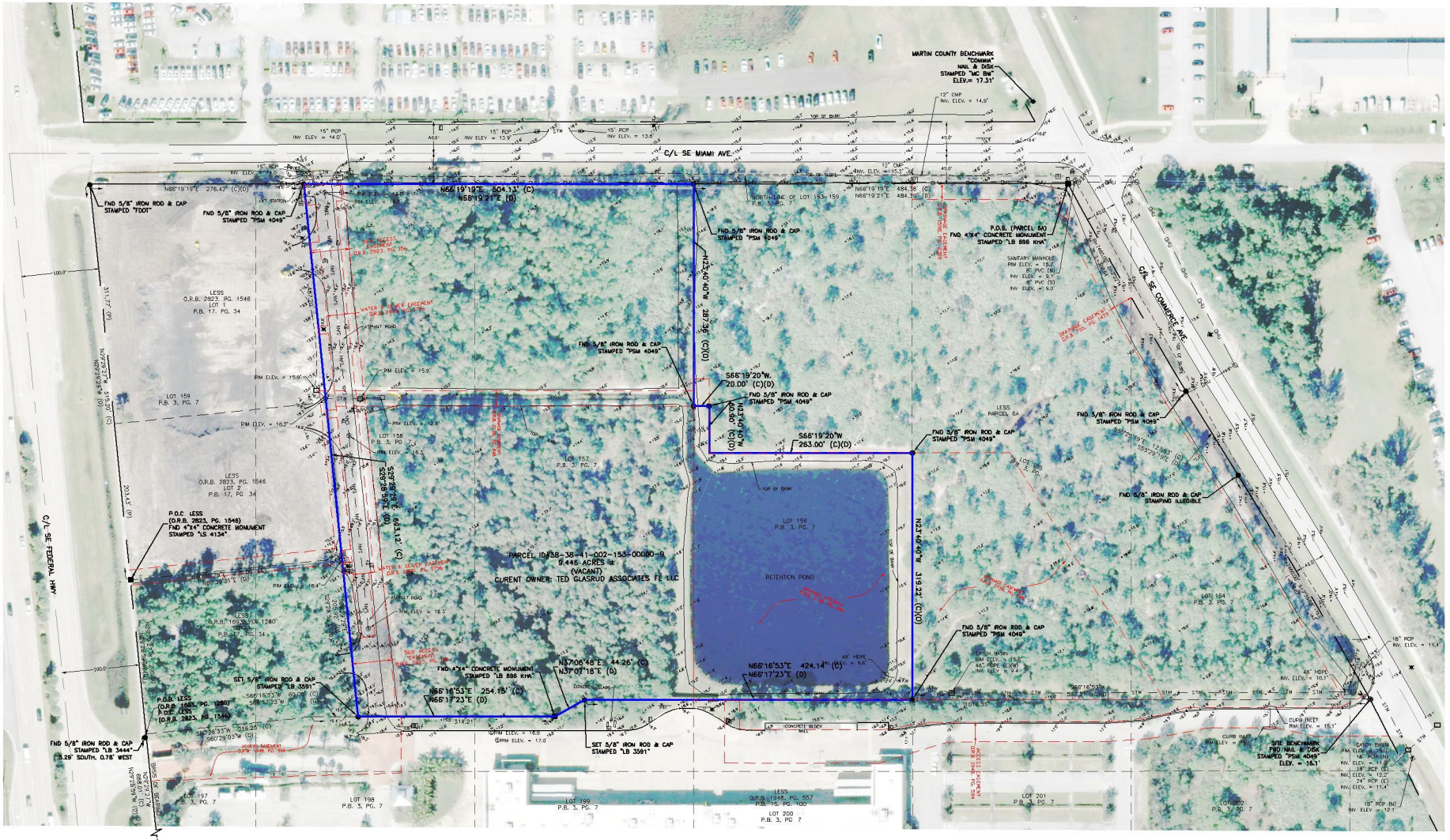
BOUNDARY & TOPOGRAPHIC SURVEY
SE MIAMI AVENUE
STUART, FLORIDA 34997

BOUNDARY & TOPOGRAPHIC SURVEY

GRAPHIC SCALE

(IN FEET)
1 INCH = 60 FT.
(INTENDED DISPLAY SCALE)

ELEVATIONS SHOWN HEREON ARE ON NORTH AMERICAN VERTICAL DATUM 1988.


MARTIN COUNTY BENCHMARK "COMMA" NAIL & DISK STAMPED "MC BM" ELEV.= 17.31'
C/L SE MIAMI AVE.
C/L SE COMMERCE AVE.
C/L SE FEDERAL HWY
FND 5/8" IRON ROD & CAP STAMPED "FDOT"
FND 5/8" IRON ROD & CAP STAMPED "PSM 4049"
P.O.B. (PARCEL 6A) FND 4"X4" CONCRETE MONUMENT STAMPED "LB 898 KHA"
P.O.C. LESS (O.R.B. 2823, PG. 1546) FND 4"X4" CONCRETE MONUMENT STAMPED "LS 4134"
PARCEL ID#38-38-41-002-153-00000-9
9.445 ACRES ±
(VACANT)
CURRENT OWNER: TED GLASRUD ASSOCIATES FE LLC
RETENTION POND
SET 5/8" IRON ROD & CAP STAMPED "LB 3591"
FND 4"X4" CONCRETE MONUMENT STAMPED "LB 898 KHA"
FND 5/8" IRON ROD & CAP STAMPED "LB 3444" 5.29' SOUTH, 0.78' WEST
SITE BENCHMARK FND NAIL & DISK STAMPED "PSM 4049" ELEV. = 16.1
P.O.C. LESS (O.R.B. 1693, PG. 1280) NW CORNER OF P.B. 9, PG. 17
N66°19'19"E 504.11' (C) N66°19'21"E (D)
S66°19'20"W 20.00' (C)(D)
S68°19'20"W 263.00' (C)(D)
N23°40'40"W 287.36' (C)(D)
N21°40'40"W 319.22' (C)(D)
N66°16'53"E 424.14' (C) N66°17'23"E (D)
N66°16'53"E 254.15' (C) N66°17'23"E (D)
N37°06'48"E 44.26' (C) N37°07'18"E (D)
S66°16'53"W 424.14' (C)(D)
S23°43'07"E 663.12' (C)
LESS O.R.B. 2823, PG. 1546 LOT 1 P.B. 17, PG. 34
LESS O.R.B. 1693, PG. 1280 LOT 2 P.B. 17, PG. 34
LESS O.R.B. 1948, PG. 657 P.B. 15, PG. 100
LESS PARCEL 6A
LOT 156 P.B. 3, PG. 7
LOT 157 P.B. 3, PG. 7
LOT 158 P.B. 3, PG. 7
LOT 159 P.B. 3, PG. 7
LOT 154 P.B. 3, PG. 7
LOT 197 P.B. 3, PG. 7
LOT 198 P.B. 3, PG. 7
LOT 199 P.B. 3, PG. 7
LOT 200 P.B. 3, PG. 7
LOT 201 P.B. 3, PG. 7
LOT 202 P.B. 3, PG. 7
NORTH LINE OF LOT 153 P.B. 3, PG. 7
SANITARY MANHOLE
CATCH BASIN
CURB INLET
CONCRETE BLOCK WALL
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1561
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1564
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1567
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1570
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1573
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1576
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1579
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1582
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1585
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1588
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1591
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1594
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1597
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1600
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1603
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1606
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1609
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1612
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1615
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1618
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1621
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1624
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1627
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1630
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1633
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1636
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1639
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1642
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1645
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1648
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1651
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1654
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1657
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1660
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1663
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1666
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1669
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1672
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1675
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1678
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1681
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1684
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1687
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1690
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1693
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1696
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1699
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1702
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1705
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1708
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1711
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1714
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1717
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1720
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1723
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1726
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1729
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1732
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1735
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1738
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1741
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1744
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1747
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1750
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1753
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1756
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1759
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1762
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1765
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1768
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1771
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1774
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1777
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1780
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1783
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1786
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1789
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1792
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1795
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1798
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1801
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1804
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1807
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1810
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1813
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1816
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1819
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1822
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1825
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1828
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1831
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1834
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1837
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1840
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1843
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1846
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1849
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1852
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1855
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1858
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1861
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1864
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1867
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1870
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1873
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1876
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1879
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1882
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1885
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1888
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1891
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1894
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1897
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1900
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1903
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1906
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1909
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1912
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1915
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1918
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1921
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1924
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1927
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1930
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1933
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1936
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1939
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1942
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1945
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1948
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1951
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1954
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1957
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1960
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1963
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1966
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1969
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1972
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1975
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1978
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1981
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1984
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1987
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1990
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1993
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1996
WATER & SEWER EASEMENT O.R.B. 2983, PG. 1999
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2002
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2005
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2008
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2011
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2014
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2017
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2020
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2023
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2026
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2029
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2032
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2035
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2038
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2041
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2044
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2047
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2050
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2053
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2056
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2059
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2062
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2065
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2068
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2071
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2074
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2077
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2080
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2083
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2086
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2089
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2092
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2095
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2098
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2101
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2104
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2107
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2110
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2113
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2116
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2119
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2122
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2125
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2128
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2131
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2134
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2137
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2140
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2143
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2146
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2149
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2152
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2155
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2158
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2161
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2164
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2167
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2170
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2173
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2176
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2179
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2182
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2185
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2188
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2191
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2194
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2197
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2200
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2203
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2206
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2209
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2212
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2215
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2218
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2221
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2224
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2227
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2230
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2233
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2236
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2239
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2242
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2245
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2248
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2251
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2254
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2257
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2260
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2263
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2266
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2269
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2272
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2275
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2278
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2281
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2284
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2287
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2290
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2293
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2296
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2299
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2302
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2305
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2308
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2311
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2314
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2317
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2320
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2323
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2326
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2329
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2332
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2335
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2338
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2341
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2344
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2347
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2350
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2353
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2356
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2359
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2362
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2365
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2368
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2371
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2374
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2377
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2380
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2383
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2386
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2389
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2392
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2395
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2398
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2401
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2404
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2407
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2410
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2413
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2416
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2419
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2422
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2425
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2428
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2431
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2434
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2437
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2440
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2443
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2446
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2449
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2452
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2455
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2458
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2461
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2464
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2467
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2470
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2473
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2476
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2479
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2482
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2485
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2488
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2491
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2494
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2497
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2500
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2503
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2506
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2509
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2512
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2515
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2518
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2521
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2524
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2527
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2530
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2533
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2536
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2539
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2542
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2545
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2548
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2551
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2554
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2557
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2560
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2563
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2566
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2569
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2572
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2575
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2578
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2581
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2584
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2587
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2590
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2593
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2596
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2599
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2602
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2605
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2608
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2611
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2614
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2617
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2620
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2623
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2626
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2629
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2632
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2635
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2638
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2641
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2644
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2647
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2650
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2653
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2656
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2659
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2662
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2665
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2668
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2671
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2674
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2677
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2680
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2683
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2686
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2689
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2692
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2695
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2698
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2701
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2704
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2707
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2710
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2713
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2716
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2719
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2722
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2725
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2728
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2731
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2734
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2737
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2740
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2743
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2746
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2749
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2752
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2755
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2758
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2761
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2764
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2767
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2770
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2773
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2776
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2779
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2782
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2785
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2788
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2791
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2794
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2797
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2800
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2803
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2806
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2809
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2812
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2815
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2818
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2821
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2824
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2827
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2830
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2833
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2836
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2839
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2842
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2845
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2848
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2851
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2854
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2857
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2860
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2863
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2866
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2869
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2872
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2875
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2878
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2881
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2884
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2887
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2890
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2893
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2896
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2899
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2902
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2905
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2908
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2911
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2914
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2917
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2920
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2923
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2926
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2929
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2932
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2935
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2938
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2941
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2944
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2947
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2950
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2953
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2956
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2959
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2962
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2965
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2968
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2971
WATER & SEWER EASEMENT O.R.B. 2983, PG. 2

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION:

TRACTS 153, 154, 155, 156, 157 AND 158 LYING WEST OF SE COMMERCE AVENUE AND SOUTH OF SE MIAMI STREET, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

LESS AND EXCEPT LANDS CONVEYED TO HARBOR FEDERAL SAVINGS BANK RECORDED IN OFFICIAL RECORDS BOOK 1693, PAGE 1280.

AND LESS AND EXCEPT LANDS CONVEYED TO WAL-MART STORES EAST, LP RECORDED IN OFFICIAL RECORDS BOOK 1948, PAGE 557.

AND LESS AND EXCEPT LANDS CONVEYED TO DKC STUART LANDINGS LLC RECORDED IN OFFICIAL RECORDS BOOK 2823, PAGE 1546.

FURTHER LESS AND EXCEPT LANDS CONVEYED TO CITY OF STUART, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 3031, PAGE 2172, MORE FULLY DESCRIBED AS.

A PARCEL OF LAND LYING IN A PORTION OF TRACTS 153, 154, 155 AND 156, SEWALL'S POINT LAND COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SE MIAMI AVENUE, DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, HAVING AN 80 FOOT RIGHT-OF-WAY, AND THE SOUTHWEST RIGHT-OF WAY LINE OF SE COMMERCE AVENUE, ALSO DESCRIBED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIAL BEARING OF NORTH 81°36'25" EAST, A RADIUS OF 7460.00 FEET, A CENTRAL ANGLE OF 02°22'14", TRAVEL COUNTER-CLOCKWISE, ALONG THE ARC OF SAID NON-TANGENT CURVE, AND SAID 80 FOOT RIGHT-OF-WAY LINE, FOR A DISTANCE OF 308.63 FEET; THENCE SOUTH 55°29'19" EAST, ALONG SAID 80 FOOT RIGHT-OF-WAY LINE, FOR A DISTANCE OF 127.93 FEET TO A POINT ON A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 7460.00 FEET, AND A CENTRAL ANGLE OF 02°35'09"; THENCE TRAVEL CLOCKWISE, ALONG THE ARC OF SAID TANGENT CURVE, AND SAID 80 FOOT RIGHT-OF-WAY LINE, FOR A DISTANCE OF 336.67 FEET TO A POINT ON THE NORTH LINE OF A NON-EXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1948, PAGE 594; THENCE, DEPARTING SAID TANGENT CURVE, AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF SE COMMERCE AVENUE, SOUTH 66°16'53" WEST, ALONG SAID NORTH LINE OF THE NON-EXCLUSIVE ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1948, PAGE 594, FOR A DISTANCE OF 592.21 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 155; THENCE NORTH 23°40'40" WEST, ALONG THE WEST LINE OF SAID TRACT 155, FOR A DISTANCE OF 319.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 66°19'20" WEST, FOR A DISTANCE OF 263.00 FEET; THENCE NORTH 23°40'40" WEST, FOR A DISTANCE OF 60.90 FEET; THENCE SOUTH 66°19'20" WEST, FOR A DISTANCE OF 20.00 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 156; THENCE NORTH 23°40'40" WEST, ALONG THE WEST LINE OF SAID TRACT 156, FOR A DISTANCE OF 287.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID SE MIAMI AVENUE; THENCE NORTH 66°19'27" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 484.39 FEET TO THE POINT OF BEGINNING OF SAID PARCEL.

TOGETHER WITH:

A NONEXCLUSIVE EASEMENTS CONTAINED IN ACCESS EASEMENT AGREEMENT BETWEEN WAL-MART STORES EAST LP AND INDUSTRIAL DEVELOPMENT CORP RECORDED IN OFFICIAL RECORDS BOOK 1948, PAGE 594, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, OVER, UNDER AND ACROSS THE LANDS DESCRIBED THEREIN.

TITLE INFORMATION:

FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B – SECTION 2
ORDER NUMBER 7435886, EFFECTIVE DATE: JANUARY 16, 2019 @ 5:00 P.M.

4. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF SEWALL'S POINT LAND COMPANY SUBDIVISION, RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH NOW MARTIN) COUNTY, FLORIDA. **(DEPICTED ON SURVEY)**

5. RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS, WHICH INCLUDE PROVISIONS FOR A LIEN EASEMENT ON THE LAND, AND B. A PRIVATE CHARGE OR ASSESSMENTS, AS CONTAINED IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS FOR STUART BUSINESS PARK RECORDED IN OFFICIAL RECORDS BOOK 450, PAGE 945, AS AMENDED IN OFFICIAL RECORDS BOOK 624, PAGE 1197, OFFICIAL RECORDS BOOK 685, PAGE 1397 AND OFFICIAL RECORDS BOOK 1106, PAGE 1383, AS ASSIGNED IN OFFICIAL RECORDS BOOK 2925, PAGE 2705. **(NOT A SURVEY MATTER)**

6. RESTRICTIVE COVENANT RUNNING WITH THE LAND RECORDED IN OFFICIAL RECORDS BOOK 550, PAGE 2332. **(NOT A SURVEY MATTER)**

7. EASEMENT IN FAVOR OF STUART BUSINESS PARK OWNERS ASSOCIATION, INC., RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 2497 AS AFFECTED BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 2138, PAGE 648. **(EASEMENTS THAT WERE NOT VACATED ARE DEPICTED ON SURVEY)**

8. EASEMENT MAINTENANCE AGREEMENT IN FAVOR OF MARTIN COUNTY, RECORDED IN OFFICIAL RECORDS BOOK 631, PAGE 1635. **(AFFECTS NOTHING TO PLOT)**

9. EASEMENTS IN FAVOR OF STUART BUSINESS PARK OWNERS ASSOCIATION INC., RECORDED IN OFFICIAL RECORDS BOOK 795, PAGE 1479, OFFICIAL RECORDS BOOK 796, PAGE 2355 AND OFFICIAL RECORDS BOOK 1598, PAGE 2309, AS AMENDED IN OFFICIAL RECORDS BOOK 2138, PAGE 648. **(DEPICTED ON SURVEY)**

10. PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1277, PAGE 1707, AS AMENDED IN OFFICIAL RECORDS BOOK 1277, PAGE 1753, OFFICIAL RECORDS BOOK 1787, PAGE 2271, OFFICIAL RECORDS BOOK 2185, PAGE 2040, AND OFFICIAL RECORDS BOOK 2277, PAGE 156. **(NOT A SURVEY MATTER)**

11. DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 1948, PAGE 547 **(NOT A SURVEY MATTER)**

12. EASEMENT AGREEMENT IN FAVOR OF WAL-MART STORES EAST, LP, RECORDED IN OFFICIAL RECORDS BOOK 1948, PAGE 560. **(DEPICTED ON SURVEY)**

13. TERMS AND PROVISIONS OF ACCESS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1948, PAGE 594. **(NOT A SURVEY MATTER)**

14. DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 2055, PAGE 1980. **(NOT A SURVEY MATTER)**

15. EASEMENT AGREEMENT IN FAVOR OF DKC STUART LANDINGS LLC, RECORDED IN OFFICIAL RECORDS BOOK 2823, PAGE 1079. **(DEPICTED ON SURVEY)**

16. UTILITY EASEMENT IN FAVOR OF MARTIN COUNTY, RECORDED IN OFFICIAL RECORDS BOOK 2870, PAGE 1796. **(DEPICTED ON SURVEY)**

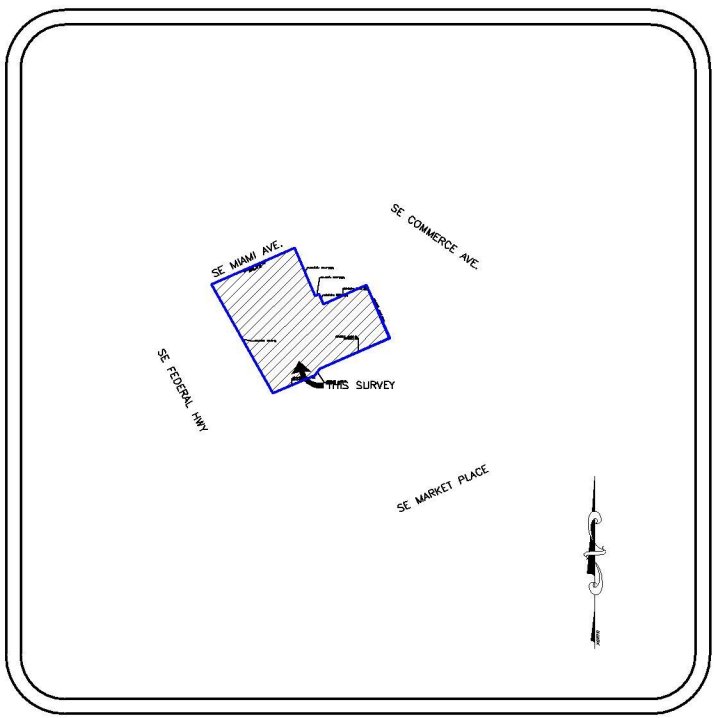
17. ORDINANCE NO. 2363-2018 RECORDED IN OFFICIAL RECORDS BOOK 2982, PAGE 1278. **(NOT A SURVEY MATTER)**

18. ORDINANCE NO. 2384-2018 RECORDED IN OFFICIAL RECORDS BOOK 3022, PAGE 1. **(DOES NOT AFFECT)**

19. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS IS NOT INSURED.

20. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.

ALL RECORDING REFERENCES IN THIS FORM SHALL REFER TO THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.



LOCATION MAP:

(NOT TO SCALE)

LEGEND:

BFP	BACKFLOW PREVENTOR
(C)	CALCULATED DIMENSION FROM FIELD MEASUREMENTS
C.B.S.	CONCRETE BLOCK STRUCTURE
C/L	CENTERLINE
CO	CLEANOUT
CMP	CORRUGATED METAL PIPE
(D)	DEED DIMENSION
Δ	DELTA (CENTRAL ANGLE)
DMH	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE
EJB	ELECTRICAL JUNCTION BOX
ELEV.	ELEVATION
FH	FIRE HYDRANT
F.F.	FINISH FLOOR
FND	FOUND
GPS	GLOBAL POSITIONING SYSTEM
GA	GUY ANCHOR
H.D.P.E.	HIGH DENSITY POLYETHYLENE
INV.	INVERT
LP	LIGHT POLE
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
OHU	OVERHEAD UTILITY LINE
P.O.	POINT
P.B.	PLAT BOOK
(P)	PLATTED DIMENSION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
S	SANITARY SEWER MANHOLE
SAN	SANITARY SEWER LINE
SV	SANITARY SEWER VALVE
SIGN	SINGLE SUPPORT SIGN
STM	STORM SEWER LINE
T	TELEPHONE PEDESTAL
UP	UTILITY POLE
WV	WATER VALVE
WM	WATER METER

SURVEYOR'S NOTES:

1. THE SURVEY DATE IS APRIL 15, 2019.
2. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 5J-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS THE EAST RIGHT OF WAY LINE OF SE FEDERAL HIGHWAY, SAID LINE BEARS N29°29'27"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATION DEPICTED ON THIS SURVEY WERE OBTAINED USING REAL TIME KINEMATIC (RTK) GPS METHODS WITH AN EXPECTED ACCURACY OF +/- 0.1'.
7. THE TITLE INFORMATION SOWN HEREON IS BASED ON A REVIEW OF A TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 7435886, EFFECTIVE DATE: JANUARY 16, 2019 @ 5:00 P.M. THE TITLE EXCEPTIONS LISTED ON THIS SURVEY ARE FROM SCHEDULE B – SECTION 2 OF THE TITLE COMMITMENT LISTED ABOVE.
8. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER SCHEDULE A OF THE TITLE COMMITMENT REFERENCED ABOVE.
9. THIS SURVEY DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
10. UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
11. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM MARTIN COUNTY PROPERTY APPRAISER OFFICE.
12. AERIAL IMAGERY SHOWN HEREON WAS OBTAINED FROM THE LAND BOUNDARY INFORMATION SYSTEM (LABINS) DATED 2016 AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
13. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X PER FEMA MAP NUMBER 12085C, PANEL NUMBER 0163G, WITH AN EFFECTIVE DATE OF 03/16/15.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE BENEFIT OF THE FOLLOWING PARTIES ONLY:

1) MERITAGE HOMES OF FLORIDA, INC.
2) TED GLASRUD ASSOCIATES FL, LLC
3) DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.
4) FIDELITY NATIONAL TITLE INSURANCE COMPANY

_____DATE_____
RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR & MAPPER #6272
STATE OF FLORIDA – LB #3591

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
225	12	PINE TREE	
226	12	PINE TREE	
227	14	PINE TREE	
228	5	PINE TREE	
229	4	PINE TREE	
230	4	PINE TREE	
231	5	PINE TREE	
232	8	PINE TREE	
233	4	PINE TREE	
234	19	PINE TREE	
235	14	PINE TREE	
236	10	PINE TREE	
237	8	PINE TREE	
238	4	PINE TREE	
239	14	PINE TREE	
240	7	PINE TREE	
241	5	PINE TREE	
242	5	PINE TREE	
243	8	PINE TREE	
244	8	PINE TREE	
245	10	PINE TREE	
246	6	PINE TREE	
247	5	PINE TREE	
248	6	PINE TREE	
249	6	PINE TREE	
250	4	PINE TREE	
251	7	PINE TREE	
252	4	PINE TREE	
253	6	PINE TREE	
254	8	PINE TREE	
255	4	PINE TREE	
256	12	PINE TREE	
257	10	PINE TREE	
258	12	PALM TREE	
259	8	PINE TREE	
260	4	PINE TREE	
261	6	PINE TREE	
262	6	PINE TREE	
263	10	PINE TREE	
264	5	PINE TREE	
265	8	PINE TREE	
266	5	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
267	6	PINE TREE	
268	5	PINE TREE	
269	18	PINE TREE	
270	8	PINE TREE	
271	4	PINE TREE	
272	10	PINE TREE	
273	5	PINE TREE	
274	16	PINE TREE	
275	12	PINE TREE	
276	7	PINE TREE	
277	5	PINE TREE	
278	12	PINE TREE	
279	12	PINE TREE	
280	14	PINE TREE	
281	7	PINE TREE	
282	8	PINE TREE	
283	12	PINE TREE	
284	12	PALM TREE	
285	17	PINE TREE	
286	16	PINE TREE	
287	4	PINE TREE	
288	8	PINE TREE	
289	5	PINE TREE	
290	20	PINE TREE	
291	10	PINE TREE	
292	12	PINE TREE	
293	12	PINE TREE	
294	14	PINE TREE	
295	6	PINE TREE	
296	8	PINE TREE	
297	5	PINE TREE	
298	4	PINE TREE	
299	5	PINE TREE	
300	7	PINE TREE	
301	5	PINE TREE	
302	6	PINE TREE	
303	5	PINE TREE	
304	4	PINE TREE	
305	8	PINE TREE	
306	8	PINE TREE	
307	3	PINE TREE	
308	6	PINE TREE	
309	10	PINE TREE	
310	8	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
311	8	PINE TREE	
312	11	PINE TREE	
313	5	PINE TREE	
314	5	PINE TREE	
315	8	PINE TREE	
316	5	PINE TREE	
317	10	PINE TREE	
318	5	PINE TREE	
319	4	PINE TREE	
320	6	PINE TREE	
321	5	PINE TREE	
322	5	PINE TREE	
323	6	PINE TREE	
324	6	PINE TREE	
325	5	PINE TREE	
326	14	PINE TREE	
327	12	PINE TREE	
328	12	PINE TREE	
329	4	PINE TREE	
330	10	PINE TREE	
331	13	PINE TREE	
332	5	PINE TREE	
333	5	PINE TREE	
334	5	PINE TREE	
335	8	PINE TREE	
336	6	PINE TREE	
337	4	PINE TREE	
338	6	PINE TREE	
339	7	PINE TREE	
340	8	PINE TREE	
341	10	PINE TREE	
342	10	PINE TREE	
343	10	PINE TREE	
344	8	PINE TREE	
345	10	PINE TREE	
346	10	PINE TREE	
347	8	PINE TREE	
348	8	PINE TREE	
349	7	PINE TREE	
350	8	PINE TREE	
351	8	PINE TREE	
352	12	PALM TREE	
353	12	PINE TREE	
354	4	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
355	14	PALM TREE	
356	18	PINE TREE	
357	8	PINE TREE	
358	8	PINE TREE	
359	12	PINE TREE	
360	8	PINE TREE	
361	6	PINE TREE	
362	12	PINE TREE	
363	5	PINE TREE	
364	7	PINE TREE	
365	5	PINE TREE	
366	12	PINE TREE	
367	5	PINE TREE	
368	14	PALM TREE	
369	14	PINE TREE	
370	14	PINE TREE	
371	14	PALM TREE	
372	10	PINE TREE	
373	8	PINE TREE	
374	10	PINE TREE	
375	10	PINE TREE	
376	12	PINE TREE	
377	10	PINE TREE	
378	12	PINE TREE	
379	8	PINE TREE	
380	12	PINE TREE	
381	18	PINE TREE	
382	8	PINE TREE	
383	8	PINE TREE	
384	10	PINE TREE	
385	6	PINE TREE	
386	12	PINE TREE	
387	20	PINE TREE	
388	6	PINE TREE	
389	12	PINE TREE	
390	12	PINE TREE	
391	6	PINE TREE	
392	4	PINE TREE	
393	4	PINE TREE	
394	12	PALM TREE	
395	5	PINE TREE	
396	12	PALM TREE	
397	8	PINE TREE	
398	10	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
399	8	PINE TREE	
400	9	PINE TREE	
401	8	PALM TREE	
402	8	PINE TREE	
403	8	PINE TREE	
404	8	PALM TREE	
405	4	PINE TREE	
406	4	PINE TREE	
407	10	PINE TREE	
408	4	PINE TREE	
409	10	PINE TREE	
410	8	PINE TREE	
411	8	PINE TREE	
412	8	PINE TREE	
413	5	PINE TREE	
414	12	PALM TREE	
415	8	PINE TREE	
416	8	PINE TREE	
417	8	PINE TREE	
418	8	PINE TREE	
419	7	PINE TREE	
420	12	PINE TREE	
421	10	PALM TREE	
422	12	PALM TREE	
423	10	PINE TREE	
424	5	PINE TREE	
425	5	PINE TREE	
426	5	PINE TREE	
427	5	PINE TREE	
428	4	PINE TREE	
429	10	PINE TREE	
430	14	PALM TREE	
431	14	PINE TREE	
432	10	PALM TREE	
433	12	PINE TREE	
434	10	PINE TREE	
435	10	PINE TREE	
436	10	PINE TREE	
437	4	PINE TREE	
438	10	PALM TREE	
439	5	PINE TREE	
440	12	PINE TREE	
441	4	PINE TREE	
442	10	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
443	5	PINE TREE	
444	9	PINE TREE	
445	8	PINE TREE	
446	5	PINE TREE	
447	8	PINE TREE	
448	4	PINE TREE	
449	8	PINE TREE	
450	10	PALM TREE	
451	10	PALM TREE	
452	10	PALM TREE	
453	10	PALM TREE	
454	8	PINE TREE	
455	8	PINE TREE	
456	8	PINE TREE	
457	6	PINE TREE	
458	5	PINE TREE	
459	5	PINE TREE	
460	6	PINE TREE	
461	8	PINE TREE	
462	6	PINE TREE	
463	8	PINE TREE	
464	4	PINE TREE	
465	10	PINE TREE	
466	5	PINE TREE	
467	5	PINE TREE	
468	4	PINE TREE	
469	10	PINE TREE	
470	5	PINE TREE	
471	10	PINE TREE	
472	6	PINE TREE	
473	10	PINE TREE	
474	5	PINE TREE	
475	5	PINE TREE	
476	5	PINE TREE	
477	5	PINE TREE	
478	4	PINE TREE	
479	5	PINE TREE	
480	6	PINE TREE	
481	5	PINE TREE	
482	5	PINE TREE	
483	8	PINE TREE	
484	8	PINE TREE	
485	10	PINE TREE	
486	4	PINE TREE	
487	4	PINE TREE	
488	8	PINE TREE	
489	5	PINE TREE	
490	5	PINE TREE	
491	6	PINE TREE	
492	10	PINE TREE	
493	5	PINE TREE	
494	6	PINE TREE	
495	5	PINE TREE	
496	6	PINE TREE	
497	4	PINE TREE	
498	8	PINE TREE	
499	5	PINE TREE	
500	4	PINE TREE	
501	5	PINE TREE	
502	10	PINE TREE	
503	6	PINE TREE	
504	8	PINE TREE	
505	10	PINE TREE	
506	4	PINE TREE	
507	8	PINE TREE	
508	8	PINE TREE	
509	8	PINE TREE	
510	8	PINE TREE	
511	6	PINE TREE	
512	6	PINE TREE	
513	4	PINE TREE	
514	8	PINE TREE	
515	4	PINE TREE	
516	4	PALM TREE	
517	6	PINE TREE	
518	8	PINE TREE	
519	14	PALM TREE	
520	10	PINE TREE	
521	8	PINE TREE	
522	4	PINE TREE	
523	8	PINE TREE	
524	6	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
525	8	PINE TREE	
526	10	PINE TREE	
527	4	PINE TREE	
528	10	PINE TREE	
529	6	PINE TREE	
530	6	PINE TREE	
531	8	PINE TREE	
532	8	PINE TREE	
533	4	PINE TREE	
534	10	PINE TREE	
535	10	PINE TREE	
536	6	PINE TREE	
537	6	PINE TREE	
538	6	PINE TREE	
539	10	PINE TREE	
540	10	PINE TREE	
541	10	PINE TREE	
542	6	PINE TREE	
543	6	PINE TREE	
544	6	PINE TREE	
545	6	PINE TREE	
546	4	PINE TREE	
547	4	PINE TREE	
548	4	PINE TREE	
549	4	PINE TREE	
550	4	PINE TREE	
551	6	PINE TREE	
552	6	PINE TREE	
553	6	PINE TREE	
554	12	PALM TREE	
555	5	PINE TREE	
556	5	PINE TREE	
557	4	PINE TREE	
558	10	PINE TREE	
559	10	PINE TREE	
560	10	PINE TREE	
561	5	PINE TREE	
562	6	PINE TREE	
563	6	PINE TREE	
564	6	PINE TREE	
565	8	PINE TREE	
566	4	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
589	10	PINE TREE	
590	12	PINE TREE	
591	12	PINE TREE	
592	12	PINE TREE	
593	4	PINE TREE	
594	4	PINE TREE	
595	4	PINE TREE	
596	4	PINE TREE	
597	4	PINE TREE	
598	8	PINE TREE	
599	8	PINE TREE	
600	8	PINE TREE	
601	5	PINE TREE	
602	4	PINE TREE	
603	5	PINE TREE	
604	7	PINE TREE	
605	5	PINE TREE	
606	5	PINE TREE	
607	8	PINE TREE	
608	5	PINE TREE	
609	4	PINE TREE	
610	10	PINE TREE	
611	4	PINE TREE	
612	5	PINE TREE	

TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
613	4	PINE TREE	
614	4	PINE TREE	
615	4	PINE TREE	
616	6	PINE TREE	
617	4	PINE TREE	
618	5	PINE TREE	
619	5	PINE TREE	
620	4	PINE TREE	
621	10	PINE TREE	
622	5	PINE TREE	
623	4	PINE TREE	
624	4	PINE TREE	
625	4	PINE TREE	
626	5	PINE TREE	
627	5	PINE TREE	
628	6	PINE TREE	
629	5	PINE TREE	
630	5	PINE TREE	
631	4	PINE TREE	
632	10	PINE TREE	
633	8	PINE TREE	
634	5	PINE TREE	
635	8	PINE TREE	
636	8	PINE TREE	
637	7	PINE TREE	
638	5	PINE TREE	
639	5	PINE TREE	
640	8	PINE TREE	
641	6	PINE TREE	
642	5	PINE TREE	
643	8	PINE TREE	
644	8	PINE TREE	
645	7	PINE TREE	
646	6	PINE TREE	
647	5	PINE TREE	
648	8	PINE TREE	
649	7	PINE TREE	
650	7	PINE TREE	
651	8	PINE TREE	
652	8	PINE TREE	
653	5	PINE TREE	
654	7	PINE TREE	
655	10	PINE TREE	
656	4	PINE TREE	

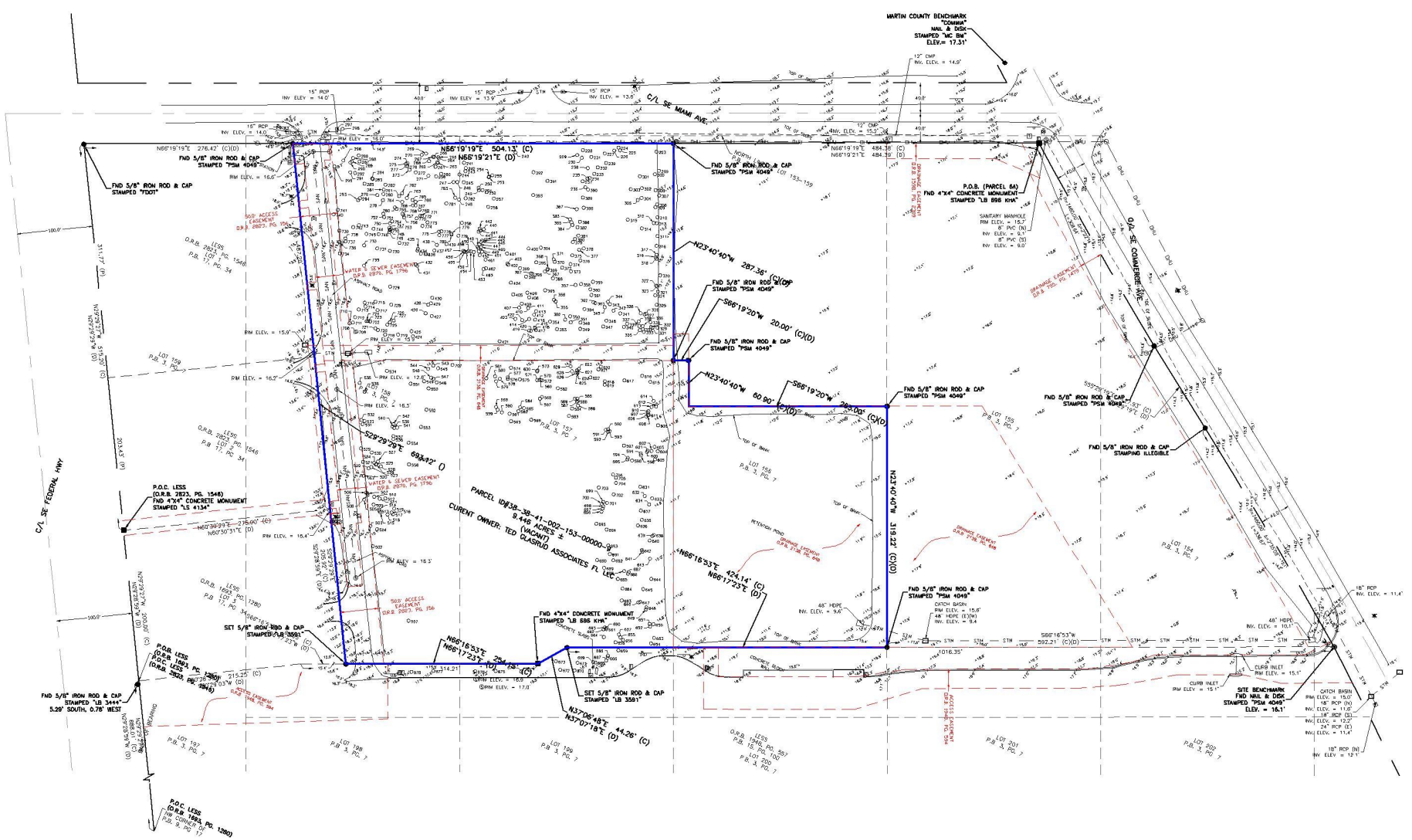
TREE TABLE			
POINT ID	DIAMETER	TREE TYPE	
657	6	PINE TREE	
658	8	PINE TREE	
659	8	PINE TREE	
660	5	PINE TREE	
661	5	PINE TREE	
662	5	PINE TREE	
663	4	PINE TREE	
664	4	PINE TREE	
665	6	PINE TREE	
666	6	PINE TREE	
667	8	QUA TREE	
668	4	PINE TREE	
669	12	PINE TREE	
670	12	PINE TREE	
671	12	PINE TREE	
672	10	QUA TREE	
673	8	PINE TREE	
674	8	QUA TREE	
675	6	QUA TREE	
676	6	QUA TREE	
677	6	QUA TREE	
678	7	QUA TREE	
679	6	PINE TREE	
680	4	PINE TREE	
681	5	PINE TREE	
682	4	PINE TREE	
683	5	PINE TREE	
684	5	PINE TREE	
685	5	PINE TREE	
686	4	PINE TREE	
687	6	PINE TREE	
688	4	PINE TREE	
689	5	PINE TREE	
690	5	PINE TREE	
691	4	PINE TREE	
692	4	PINE TREE	
693	10	PINE TREE	
694	5	PINE TREE	
695	4	PINE TREE	
696	4	PINE TREE	
697	5	PINE TREE	
698	4	PINE TREE	
699	10	PINE T

ALTA/NSPS LAND TITLE SURVEY

GRAPHIC SCALE

(IN FEET)
1 INCH = 60 FT.
(INTENDED DISPLAY SCALE)

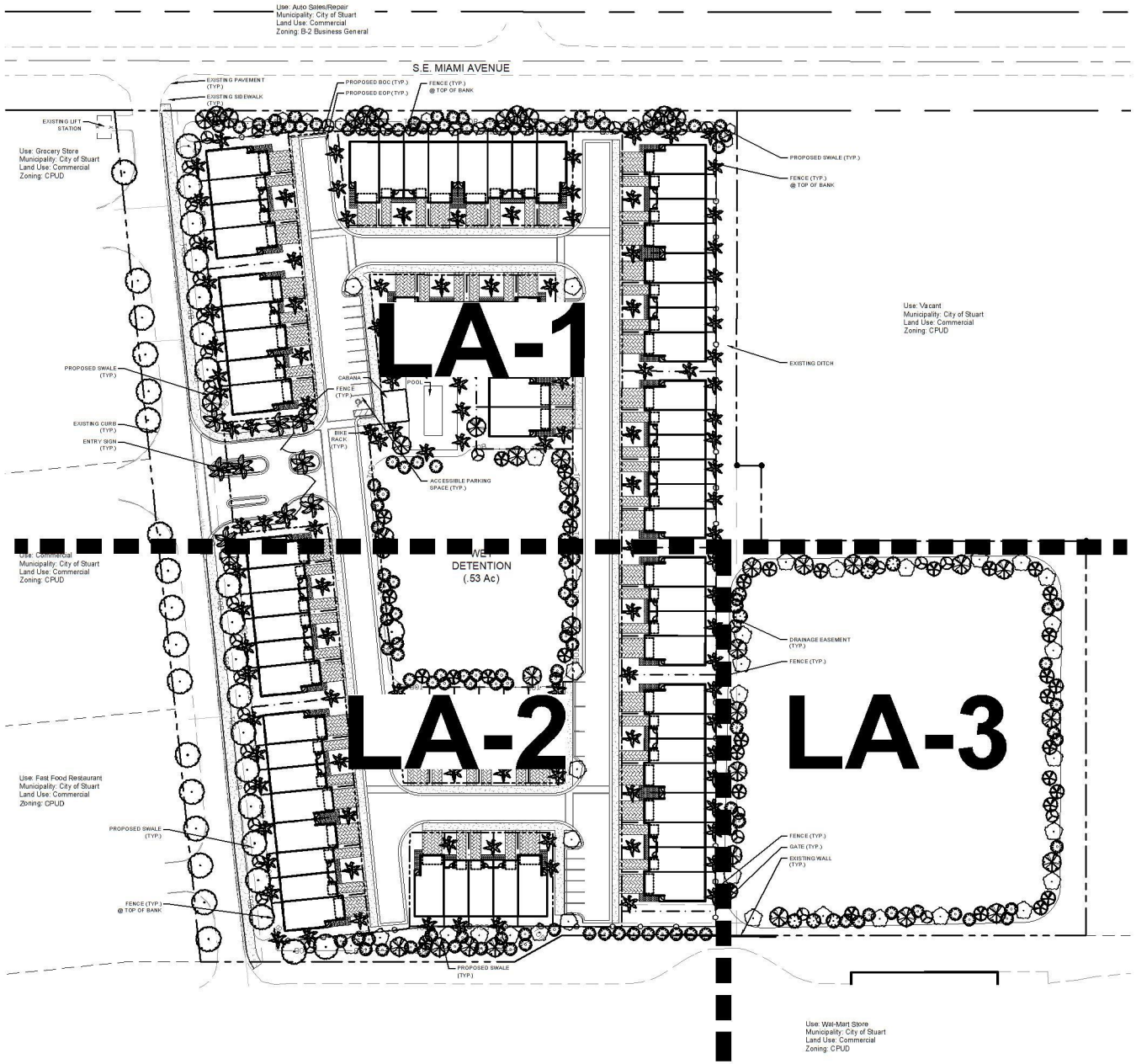
ELEVATIONS SHOWN HEREON ARE ON NORTH AMERICAN VERTICAL DATUM 1988.



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LAND PLANNING AND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-0991 / FAX (561)-750-1452

ALTA/NSPS LAND TITLE SURVEY
SE MIAMI AVENUE
STUART, FLORIDA 34997

CAD	\\13.0.0.10\Projects\08458-00-00-00-Hewitt\Survey\08458-00-00-00-Hewitt.dwg
REF	\\13.0.0.10\Projects\08458-00-00-00-Hewitt\Survey\Images\Survey 08458-ALTA-TREE-SUR.dwg
FLD	HW, WT, DF
OFF	BHM
CKD	REB
FB./PG.	RJ #1/20-22
DATE	04/15/19
DWG	8458-ALTA-TREE-SUR
DATE:	
REVISIONS:	
BY:	
SHEET	2 OF 2



1/25/2019 CC M

Landscape Data:

Total Landscape Area Required (Section 6.04.03.B.1):
411,484 sf, 9.45 ac * 20% = 82,297 sf + 2,500 sf from additional parking (Section 6.04.03.B.7) = 84,797 sf of Landscape Area

Total Landscape Area Provided:
125,133 sf, 2.87 ac (31%)

Landscape Requirements

Total Site Area: 411,484 sf, 9.45 ac (100%)
Landscape Area: 125,133 sf, 2.87 ac (31%)

Required Tree Credits:	275 Trees
Multi-Family Residential - Total Site Trees Required (Section 6.04.08.B):	275 Trees
(411,484 sf Total Site Area / 1,500 = 274.32)	
Parking Terminal Island Trees Required (Sec. 6.04.07.C, @ 8 Islands):	8 Trees
Additional Trees Required for Parking: (Sec. 6.04.03.B.7, @ 2,500 sf):	5 Trees
Provided Tree Credits:	332 Trees*
Shade Tree Credits Provided:	209 Trees (63%)
Palm Tree Credits Provided:	123 Trees (37%)

*Note: (57) Additional trees planted above required credits to satisfy tree mitigation on site. See Sheets LA-5 and LA-6 for Tree Mitigation Calculations)

Landscape Notes

- Alternative plant species and enhanced landscaping beyond minimum requirements may be permitted subject to review and approval by the City of Stuart prior to installation. Trees and shrub species may be substituted based on availability.

- All required landscape improvements for each phase must be inspected and approved by City of Stuart prior to the issuance of a Certificate of Occupancy.

- No Cypress Mulch is to be used on site.

- Where existing vegetation meets minimum City of Stuart standards, this vegetation may be credited toward landscape requirements.

- Existing vegetation to remain undisturbed outside of construction limits. Proposed vegetation may be relocated due to unforeseens ite conditions or in order to preserve existing vegetation.

- All prohibited exotic and invasive species shall be removed from the site prior to the issuance of a certificate of occupancy.

- See engineer's plans for all overhead & underground utility locations

- This plan has been designed to meet with the tree planting requirements contained within the FPL document entitled 'Plant the right tree in the Right Place'

- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines. Large trees (height at maturity of more than 30') from the nearest overhead power line. Medium height tree (height at maturity between 20' and 30' shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.

- No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines. Tree species shall be selected as to minimize conflicts with existing or proposed utilities.

- All above ground utilities shall be screened in accordance with City of Stuart requirements

- All plant material to be Florida No. 1 quality and standards or better.

Irrigation Notes

- All Landscape & Sod areas shall be irrigated by an automated system that provides 100% coverage & overlap.

- Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.

- No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.

- Irrigation Water Source: To Be Determined

- All irrigation systems shall include a 'rain switch' to monitor rain levels and irrigation needs.

Required Xeriscape Points

**At least 51% of the grass areas are made up of drought-tolerant grass species	10 points
At least 51% of the required shrubs are made up of drought-tolerants pecies	10 points
At least 51% of the required trees are made up of drought-tolerants pecies	10 points
Utilization of moisture sensing controller other than a rain sensor override device	5 points
Extra shade trees in vehicular use areas 25% more of required shade trees in vehicular use area	5 points
Utilization of compacted mulch with a 3" min. depth in all planted areas except ground cover.	10 points
	50 total points

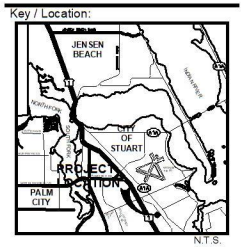
**Total Sod Area (See Plant Schedule on Sheet LA-4):	100,651 sf (100%)
Bahia Sod Area (Drought-Tolerant):	77,168 sf (77%)
St. Augustine 'Floratam' Sod Area:	23,483 sf (23%)

Sheet Index:

LANDSCAPE PLANS & PLANT SCHEDULES___LA-1 to LA-3
MASTER PLANT SCHEDULE_____LA-4
TREE MITIGATION PLAN_____LA-5
EXISTING TREE TABLE_____LA-6
LANDSCAPE DETAILS_____LA-7
LANDSCAPE SPECIFICATIONS_____LA-8

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5307 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

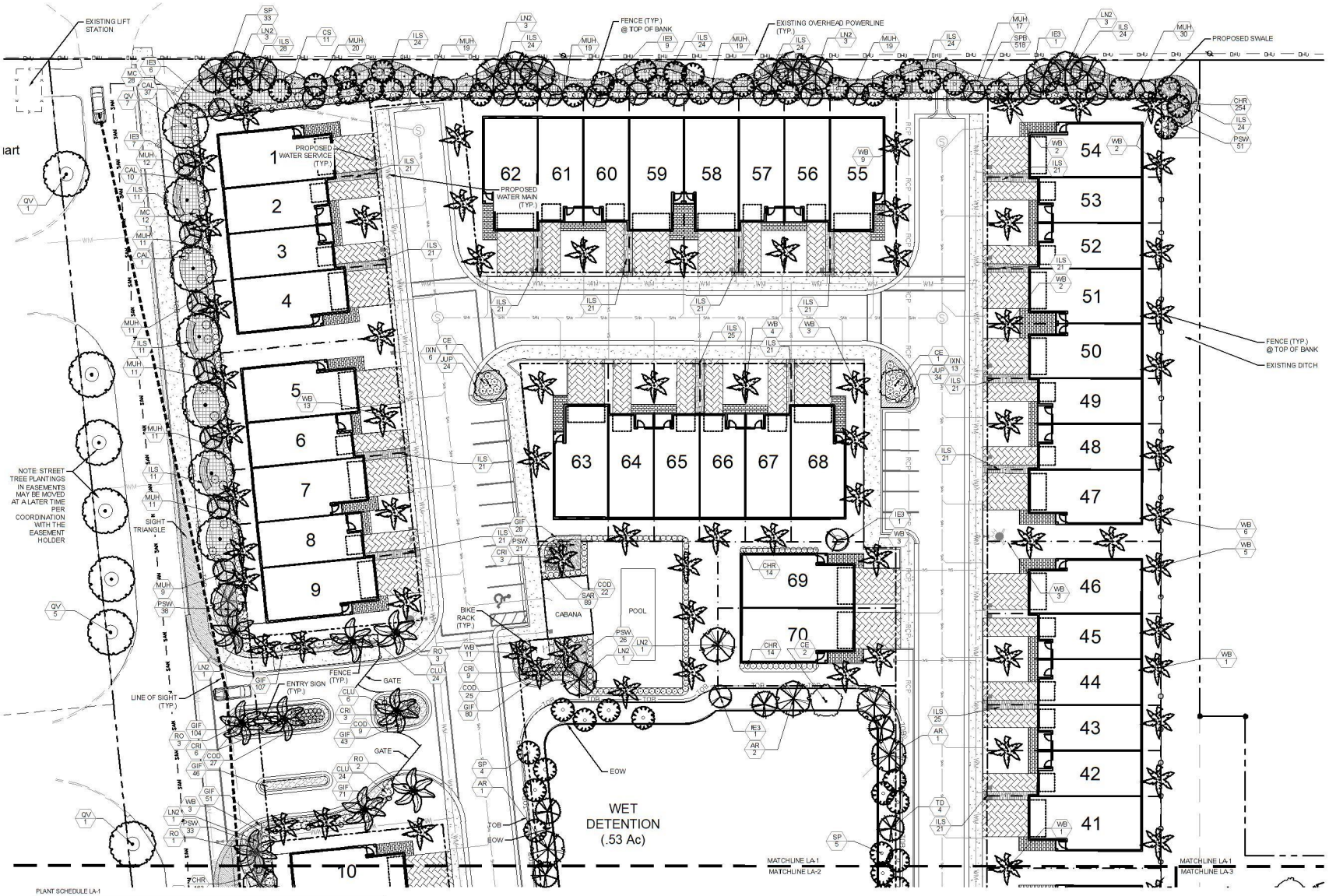
SCALE: 1" = 40'

0 20' 40' 80'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	CV
Project Number	18-1110	
Municipal Number	---	
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



PLANT SCHEDULE LA-1

TREES

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
AR	4	Acer rubrum	Red Maple	FG	14 HT	7' SPR	F, SP	Native	24" OWH
CE	5	Conocarpus erectus	Green Buttonwood	FG	14 HT	7' SPR	F, SP	Native	24" OWH
CO	11	Conocarpus erectus 'Sericeus'	Silver Buttonwood	3BG	16' HT	4' SPR		Native	1.5" Caliper
IE3	25	Ilex x attenuata 'Eagleston'	Eagleston Holly	FG	14' HT	6' SPR	4' CT, F, SP	Native	24" OWH
LN2	15	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' HT	6' SPR	ML, SP	Non-native	24" OWH
QV	14	Quercus virginiana	Southern Live Oak	FG	16' - 18' HT	8' SPR	F, SP	Native	40" OWH
TD	4	Taxodium distichum	Bald Cypress	FG	14' HT	7' SPR	F, SP	Native	24" OWH

PALMS

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
RO	9	Roystonea regia	Florida Royal Palm	FG	30 CT		F, SP, Ml. Stem	Native	
SP	46	Sabal palmetto	Sabal Palm	FG	15' CT		MVP, CHL, SP	Native	
WB	61	Washingtonia filifera	Petticoat Palm	FG	16 CT		Full Head, Str. Specimen	Non-native	

SHRUBS

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
CAL	49	Callistemon viminalis	Weeping Bottlebrush	3G	24" HT	18"W	F	Native	
CHR	292	Chrysothamnus nauseosus 'Red Tip'	Red Tip Rabbitbrush	3G	24" HT	18"W	FTB	Native	
CLU	61	Clusia guttifera	Small-leaf Clusia	15G	6 HT	4' W	FTB	Non-native	
COD	93	Codiaeum variegatum 'Mammy'	Mammy Croton	3G	18" HT	18"W	FTB, SP	Non-native	
CRI	21	Crinum sp.	Crinum Lily	7G	36" OA		F, SP	Non-native	
GIF	113	Ixora coccinea 'Nora Grant'	Red Ixora	3G	24" OA		FTB	Non-native	
MC	40	Muhlenbergia capillaris	Pink Muhly	3G	24" OA	24"W	F	Native	
SAR	89	Sabal Mexicana	Texas Sabal Palm	20	24" HT	24"W	F	Native	

GRASSES/ GROUNDCOVERS

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
MUH	219	Muhlenbergia capillaris	Pink Muhly	3G	18" OA		F	Native	24" o.c.
PSW	136	Pennisetum setaceum 'Rubra'	White Fountain Grass	3G	24" OA		F	Non-native	24" o.c.

SOD

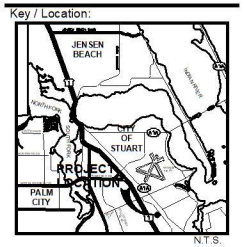
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
SPB	510	Spartina bakeri	Sand Cordgrass	1G	18" OA	F		Native	24" o.c.

GROUNDCOVERS

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
CLU	636	Ficus microcarpa 'Green Island'	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
ILS	1013	Ilex vomitoria 'Stokes Dwarf'	Dwarf Yaupon	1G	12"HT	12"W	Full	Native	24" o.c.
JUP	33	Juniperus chinensis 'Parsonii'	Parsons Juniper	1G	18" HT	18" SPR	Full	Non-native	24" o.c.
PNS	30,342 sf	Paspalum notatum 'Argentine'	Bahiagrass	SOD					
STF	17,000 sf	Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine Sod	SOD					

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Landscape Plan & Plant Schedule

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

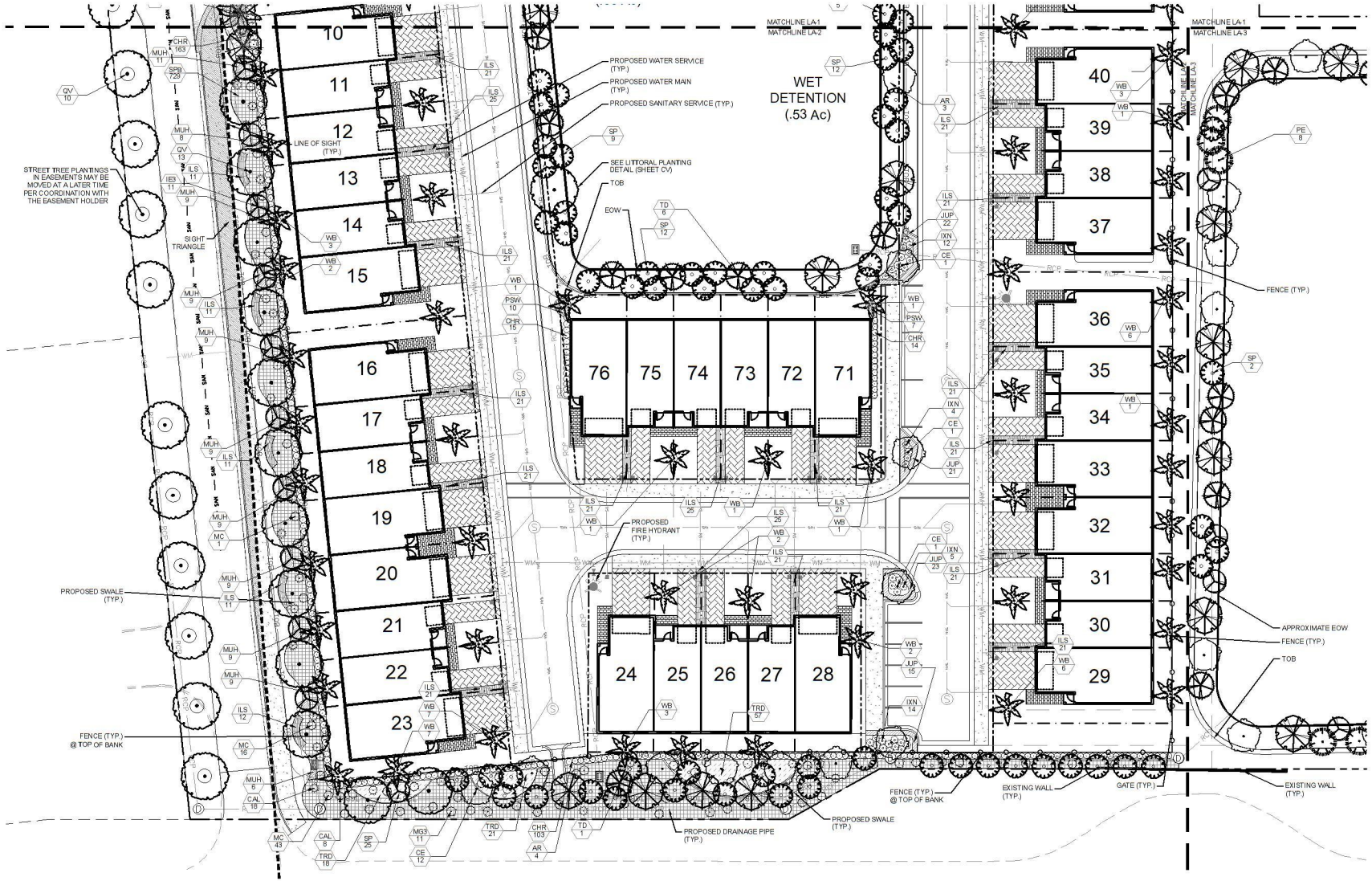
REG. # 1018
Thomas P. Lucido

Designer	J.J.
Manager	D.F.
Project Number	18-1110
Municipal Number	---
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d

Sheet **LA-1**

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

11/25/2019 CC M



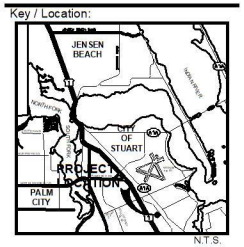
PLANT SCHEDULE LA-2

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	6	Acer rubrum	Red Maple	FG	14 HT	7' SPR	F, SP	Native	2.5" DBH
	CE	11	Conocarpus erectus	Green Buttonwood	FG	14 HT	7' SPR	F, SP	Native	2.5" DBH
	IES	11	Ilex x attenuata 'Eagleston'	Eagleston Holly	FG	14 HT	6' SPR	F, CT, F, SP	Native	2.5" DBH
	LME	1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12 HT	6' SPR	ML, SP	Non-native	2.5" DBH
	QV	23	Quercus virginiana	Southern Live Oak	FG	14 - 16' HT	8' SPR	F, SP	Native	4.5" DBH
	TD	7	Taxodium distichum	Bald Cypress	FG	14 HT	7' SPR	F, SP	Native	2.5" DBH
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	SP	64	Sabal palmetto	Sabal Palm	FG	17' CT		HVY CAL, SP	Native	
	WB	49	Washingtonia filifera	Petticoat Palm	FG	18' CT		Full Head, St. Specimen	Non-native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	CIL	26	Calliandra emarginata	Narrowleaf Brush Mimosa	3G	24" HT	12"SPR	F	Native	24" o.c.
	CHR	253	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"SPR	FTB	Native	
	CHR	9	Chrysobalanus icaco 'Horizontal'	Horizontal Cocoplum	3G	24" HT	18"SPR	FTB	Native	
	CHR	163	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"SPR	FTB	Native	
	CLU	3	Clusia guttifera	Small-leaf Clusia	7-10G	6-8'	4-5'	FTB	Non-native	
	IVA	36	Ixora coccinea 'Nora Grant'	Red Ixora	3G	24" O/A		FTB	Non-native	
	MC	43	Myrica cerifera	Wax Myrtle	3G	24" O/A		FTB, SP	Native	
	MUH	111	Muhlenbergia capillaris	Muhly Grass	3G	24" HT	12"W		Native	
ARAUCARIA	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	MAN	37	Malvaviscus arboreus	Turk's Cap	3G	24" HT	12"W	F	Native	24" o.c.
	PSW	30	Pennisetum setaceum 'Alba'	White Fountain Grass	3G	24" O/A		F	Non-native	24" o.c.
	SPB	729	Spartina bakeri	Sand Cordgrass	1G	14" O/A		F	Native	24" o.c.
	TRD	96	Tripsacum dactyloides	Fakahatchee Grass	3G	24" O/A		Full	Native	42" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	CCF	51	Ficus microcarpa 'Green Island'	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	ILS	429	Ixy coccinea 'Dallas Dwarf'	Dwarf Yaupon	1G	12"HT	12"W	Full	Native	24" o.c.
	JUP	91	Juniperus chinensis 'Parsonii'	Parsons Juniper	1G	12"HT	12"SPR	Full	Non-native	24" o.c.
	PAS	30,909 sf	Paspalum notatum 'Argentine'	Bahiagrass	SOD					
	STF	5,500 sf	Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine Sod	SOD					

11/25/2019 CC M

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5307 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Landscape Plan & Plant Schedule

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

SCALE: 1" = 20'

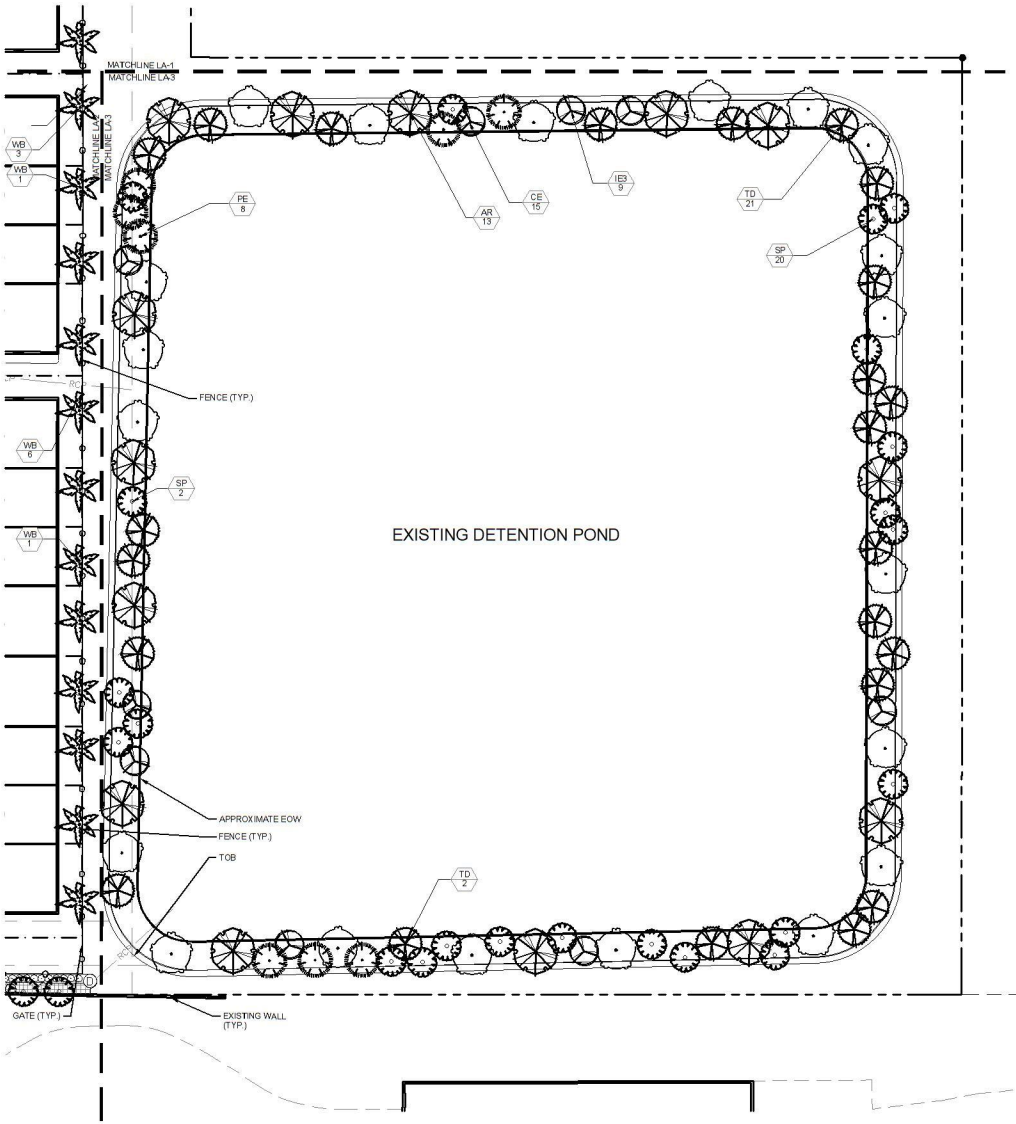
0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.
Manager	D.F.
Project Number	18-1110
Municipal Number	---
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d

Sheet **LA-2**

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



PLANT SCHEDULE LA-3

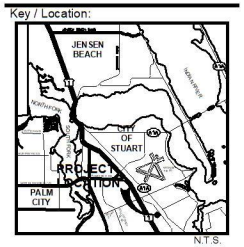
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	14	Acer rubrum	Red Maple	FG	14' HT	7' SPR	F, SP	Native	2.5" DBH
	CE	20	Conocarpus erectus	Green Buttonwood	FG	14' HT	7' SPR	F, SP	Native	2.5" DBH
	IE3	9	Ilex x attenuata 'Eagleston'	Eagleston Holly	FG	14' HT	6' SPR	4' CT, F, SP	Native	2.5" DBH
	PE	8	Pinus elliotti var. Densa	Slash Pine	FG	14' HT	7' W		Native	2.5" DBH
	TD	23	Taxodium distichum	Bald Cypress	FG	14' HT	7' SPR	F, SP	Native	2.5" DBH
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	SP	22	Sabal palmetto	Sabal Palm	FG	17' CT		HVY CAL, SP	Native	

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	PAS	9,736 sf	Paspalum notatum 'Argentine'	Bahiagrass	SOD				

11252019 CC M

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Landscape Plan & Plant Schedule

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-3
Project Number	18-1110	
Municipal Number	---	
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

PLANT SCHEDULE MASTER

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	24	Acer rubrum	Red Maple	FG	14' HT	7' SPR	F, SP	Native	2.5" DBH
	CE	34	Conocarpus erectus	Green Buttonwood	FG	14' HT	7' SPR	F, SP	Native	2.5" DBH
	CS	11	Conocarpus erectus 'Sericeus'	Silver Buttonwood	30G	10' HT	4' SPR		Native	1.5" Caliper
	IE3	45	Ilex x attenuata 'Eagleston'	Eagleston Holly	FG	14' HT	6' SPR	4' CT, F, SP	Native	2.5" DBH
	LN2	16	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	FG	12' HT	6' SPR	ML, SP	Non-native	2.5" DBH
	PE	8	Pinus elliotti var. Densa	Slash Pine	FG	14' HT	7' W		Native	2.5" DBH
	QV	37	Quercus virginiana	Southern Live Oak	FG	16'- 18' HT	8' SPR	F, SP	Native	4.5" DBH
	TD	34	Taxodium distichum	Bald Cypress	FG	14' HT	7' SPR	F, SP	Native	2.5" DBH

PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	RO	9	Roystonea regia	Florida/Cuban Royal Palm	FG	20'CT		F, SP, No Scars	Native	
	SP	122	Sabal palmetto	Sabal Palm	FG	17' CT		HVY CAL, SP	Native	
	WB	116	Wodyetia bifurcata	Foxtail Palm	FG	16'CT		Full Head, Str, Specimen	Non-native	

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	CAL	74	Callicarpa americana	American Beautyberry	3G	24" HT	18"W	F	Native
	CHR	575	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" HT	18"W	FTB	Native
	CLU	54	Clusia guttifera	Small-Leaf Clusia	15G	5'HT	4'W	FTB	Non-native
	COD	83	Codiaeum variegatum 'Mammey'	Mammey Croton	3G	18" HT	18"W	FTB, SP	Non-native
	CRI	21	Crinum sp.	Green Crinum	7G	30" OA		F, SP	Non-native
	IXN	54	Ixora coccinea 'Nora Grant'	Red Ixora	3G	24" OA		FTB	Non-native
	MC	100	Myrica cerifera	Wax Myrtle	3G	24" OA		FTB, SP	Native
	MG3	11	Myrsine guianensis	Myrsine	3G	24" HT	18"W		Native
	SAR	89	Schefflera arboricola	Green Schefflera	3G	24" HT	24"W	F	Non-native

GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	MUH	316	Muhlenbergia capillaris	Pink Muhly	3G	18" OA		F	Native	24" o.c.
	PSW	186	Pennisetum setaceum 'White'	White Fountain Grass	3G	24" OA		F	Non-native	24" o.c.
	SPB	1,247	Spartina bakeri	Sand Cordgrass	1G	18" OA		F	Native	36" o.c.
	TRD	96	Tripsacum dactyloides	Fakahatchee Grass	3G	24" OA		Full	Native	42" o.c.

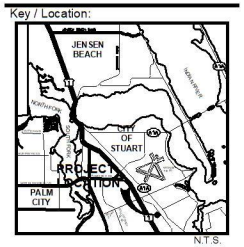
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	GIF	530	Ficus microcarpa 'Green Island'	Green Island Ficus	1G	12"HT	12"W	Full	Non-native	18" o.c.
	ILS	998	Ilex vomitoria 'Stokes Dwarf'	Dwarf Yaupon	1G	12"HT	12"W	Full	Native	24" o.c.
	JUP	139	Juniperus chinensis 'Parsonii'	Parsons Juniper	1G	10" HT	15" SPR	Full	Non-native	24" o.c.
	PAS	77,168 sf	Paspalum notatum 'Argentine'	Bahiagrass	SOD					
	STF	23,483 sf	Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine Sod	SOD					

11/25/2019 CC:M

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Master Plant Schedule

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

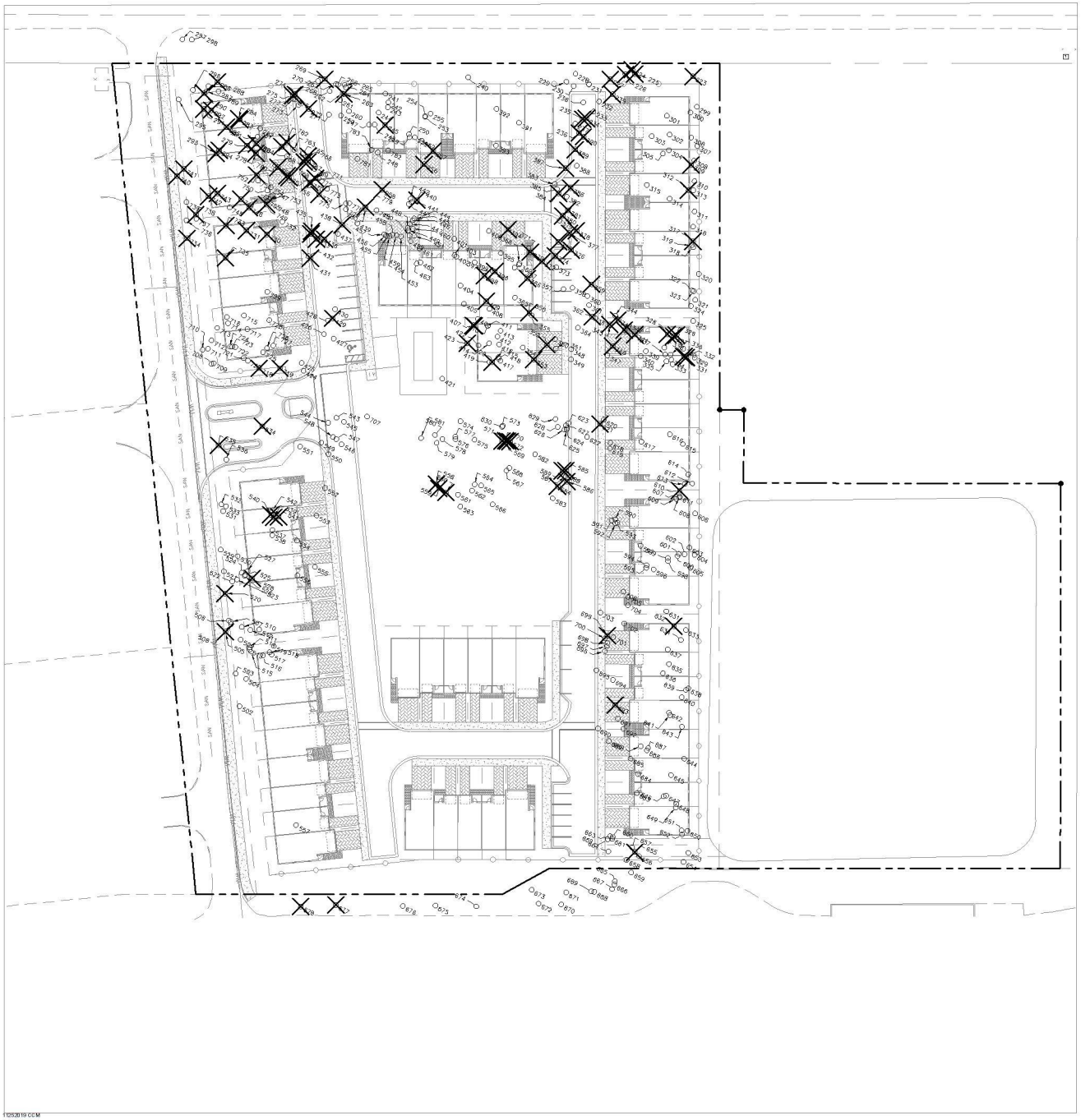
SCALE: 1" = 0'

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-4
Project Number	18-1110	
Municipal Number	---	
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



TREE MITIGATION CALCULATIONS

**Pine Calculation				
	Total Inches Removed:			
	1527	Inches (x) 1.5 =	2290.5	Inches
	Total Inches Required (2.5" DBH min.)		2290.5	Inches
	Total Inches Provided for Mitigation:		**2292.5**	**Inches**
	37	Quercus virginiana (4.5" DBH)	166.5	Inches
	8	Pinus elliottii var. densa (2.5" DBH)	20	Inches
	45	Ilex x attenuata 'Eagleston' (2.5" DBH)	112.5	Inches
	34	Taxodium distichum (2.5" DBH)	85	Inches
	34	Conocarpus erectus (2.5" DBH)	85	Inches
	24	Acer rubrum (2.5" DBH)	60	Inches
	116	Wodyetia bifurcata (16' CT, 6.5")*	754	Inches
	9	Roystonea regia (20' CT, 10.5")*	94.5	Inches
	122	Sabal palmetto (17' CT, 7.5")*	915	Inches

***Note:** 14' CT Palm = 4.5" DBH
16' CT Palm = 6.5" Mitigation Provided (4.5" + 2" *(1" add'l per 1' add'l CT)*)
17' CT Palm = 7.5" Mitigation Provided (4.5" + 3" *(1" add'l per 1' add'l CT)*)
20' CT Palm = 10.5" Mitigation Provided (4.5" + 6" *(1" add'l per 1' add'l CT)*)
****Note:** See Sheet LA-6 for Existing Tree Table

TREE MITIGATION LEGEND

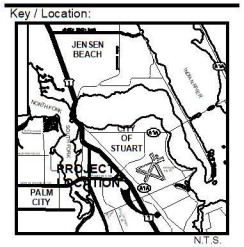
XDBH EXISTING TREE TO BE REMOVED

ODBH EXISTING TREE (NO MITIGATION REQUIRED)

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Tree Mitigation Plan

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

SCALE: 1" = 40'

0 20' 40' 80'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-5
Project Number	18-1110	
Municipal Number	---	
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

TREE TABLE

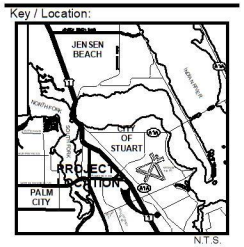
POINT ID	DIAMETER	TREE TYPE	STATUS
223	12"	PINE TREE	REMOVE
224	12"	PINE TREE	REMOVE
225	12"	PINE TREE	REMOVE
226	10"	PINE TREE	REMOVE
227	14"	PINE TREE	REMOVE
228	5"	PINE TREE	REMOVE
229	4"	PINE TREE	REMOVE
230	4"	PINE TREE	REMOVE
231	5"	PINE TREE	REMOVE
232	8"	PINE TREE	REMOVE
233	4"	PINE TREE	REMOVE
234	16"	PINE TREE	REMOVE
235	14"	PINE TREE	REMOVE
236	10"	PINE TREE	REMOVE
237	8"	PINE TREE	REMOVE
238	4"	PINE TREE	REMOVE
239	14"	PINE TREE	REMOVE
240	7"	PINE TREE	REMOVE
241	5"	PINE TREE	REMOVE
242	8"	PINE TREE	REMOVE
243	8"	PINE TREE	REMOVE
244	6"	PINE TREE	REMOVE
245	10"	PINE TREE	REMOVE
246	6"	PINE TREE	REMOVE
247	5"	PINE TREE	REMOVE
248	6"	PINE TREE	REMOVE
249	6"	PINE TREE	REMOVE
250	4"	PINE TREE	REMOVE
251	7"	PINE TREE	REMOVE
252	4"	PINE TREE	REMOVE
253	6"	PINE TREE	REMOVE
254	8"	PINE TREE	REMOVE
255	4"	PINE TREE	REMOVE
256	12"	PINE TREE	REMOVE
257	10"	PINE TREE	REMOVE
258	12"	PALM TREE	REMOVE
259	8"	PINE TREE	REMOVE
260	4"	PINE TREE	REMOVE
261	8"	PINE TREE	REMOVE
262	6"	PINE TREE	REMOVE
263	10"	PINE TREE	REMOVE
264	8"	PINE TREE	REMOVE
265	8"	PINE TREE	REMOVE
266	5"	PINE TREE	REMOVE
267	6"	PINE TREE	REMOVE
268	5"	PINE TREE	REMOVE
269	16"	PINE TREE	REMOVE
270	8"	PINE TREE	REMOVE
271	4"	PINE TREE	REMOVE
272	10"	PINE TREE	REMOVE
273	5"	PINE TREE	REMOVE
274	10"	PINE TREE	REMOVE
275	12"	PINE TREE	REMOVE
276	7"	PINE TREE	REMOVE
277	5"	PINE TREE	REMOVE
278	12"	PINE TREE	REMOVE
279	12"	PINE TREE	REMOVE
280	14"	PINE TREE	REMOVE
281	7"	PINE TREE	REMOVE
282	6"	PINE TREE	REMOVE
283	12"	PALM TREE	REMOVE
284	12"	PALM TREE	REMOVE
285	17"	PINE TREE	REMOVE
286	16"	PINE TREE	REMOVE
287	4"	PINE TREE	REMOVE
288	6"	PINE TREE	REMOVE
289	5"	PINE TREE	REMOVE
290	20"	PINE TREE	REMOVE
291	10"	PINE TREE	REMOVE
292	12"	PINE TREE	REMOVE
293	12"	PINE TREE	REMOVE
294	14"	PINE TREE	REMOVE
295	6"	PINE TREE	REMOVE
296	5"	PINE TREE	REMOVE
297	5"	PINE TREE	REMOVE
298	4"	PINE TREE	REMOVE
299	5"	PINE TREE	REMOVE
300	7"	PINE TREE	REMOVE
301	5"	PINE TREE	REMOVE
302	6"	PINE TREE	REMOVE
303	5"	PINE TREE	REMOVE
304	4"	PINE TREE	REMOVE
305	6"	PINE TREE	REMOVE
306	8"	PINE TREE	REMOVE
307	5"	PINE TREE	REMOVE
308	6"	PINE TREE	REMOVE
309	10"	PINE TREE	REMOVE
310	8"	PINE TREE	REMOVE
311	8"	PINE TREE	REMOVE
312	11"	PINE TREE	REMOVE
313	5"	PINE TREE	REMOVE
314	5"	PINE TREE	REMOVE
315	8"	PINE TREE	REMOVE
316	5"	PINE TREE	REMOVE
317	10"	PINE TREE	REMOVE
318	5"	PINE TREE	REMOVE
319	4"	PINE TREE	REMOVE
320	6"	PINE TREE	REMOVE
321	5"	PINE TREE	REMOVE
322	5"	PINE TREE	REMOVE
323	6"	PINE TREE	REMOVE
324	6"	PINE TREE	REMOVE
325	5"	PINE TREE	REMOVE
326	14"	PINE TREE	REMOVE
327	12"	PINE TREE	REMOVE
328	12"	PINE TREE	REMOVE
329	4"	PINE TREE	REMOVE
330	10"	PINE TREE	REMOVE
331	13"	PINE TREE	REMOVE
332	5"	PINE TREE	REMOVE
333	5"	PINE TREE	REMOVE
334	5"	PINE TREE	REMOVE
335	6"	PINE TREE	REMOVE
336	6"	PINE TREE	REMOVE
337	4"	PINE TREE	REMOVE
338	6"	PINE TREE	REMOVE
339	7"	PINE TREE	REMOVE
340	8"	PINE TREE	REMOVE
341	10"	PINE TREE	REMOVE
342	10"	PINE TREE	REMOVE
343	10"	PINE TREE	REMOVE
344	8"	PINE TREE	REMOVE
345	10"	PINE TREE	REMOVE
346	10"	PINE TREE	REMOVE
347	8"	PINE TREE	REMOVE
348	8"	PINE TREE	REMOVE
349	7"	PINE TREE	REMOVE
350	6"	PINE TREE	REMOVE
351	8"	PINE TREE	REMOVE
352	12"	PINE TREE	REMOVE
353	12"	PINE TREE	REMOVE
354	4"	PINE TREE	REMOVE
355	14"	PALM TREE	REMOVE
356	16"	PINE TREE	REMOVE
357	8"	PINE TREE	REMOVE
358	8"	PINE TREE	REMOVE
359	12"	PINE TREE	REMOVE
360	8"	PINE TREE	REMOVE
361	6"	PINE TREE	REMOVE
362	12"	PINE TREE	REMOVE
363	5"	PINE TREE	REMOVE
364	7"	PINE TREE	REMOVE
365	5"	PINE TREE	REMOVE
366	12"	PINE TREE	REMOVE
367	5"	PINE TREE	REMOVE
368	8"	PINE TREE	REMOVE
369	14"	PALM TREE	REMOVE
370	14"	PINE TREE	REMOVE
371	14"	PALM TREE	REMOVE
372	10"	PINE TREE	REMOVE
373	8"	PINE TREE	REMOVE
374	10"	PINE TREE	REMOVE
375	10"	PINE TREE	REMOVE
376	12"	PINE TREE	REMOVE
377	10"	PINE TREE	REMOVE
378	12"	PINE TREE	REMOVE
379	6"	PINE TREE	REMOVE
380	12"	PINE TREE	REMOVE
381	16"	PINE TREE	REMOVE
382	8"	PINE TREE	REMOVE
383	8"	PINE TREE	REMOVE
384	10"	PINE TREE	REMOVE
385	6"	PINE TREE	REMOVE
386	12"	PINE TREE	REMOVE
387	20"	PINE TREE	REMOVE
388	6"	PINE TREE	REMOVE
389	12"	PINE TREE	REMOVE
390	12"	PINE TREE	REMOVE
391	6"	PINE TREE	REMOVE
392	4"	PINE TREE	REMOVE
393	5"	PINE TREE	REMOVE
394	12"	PALM TREE	REMOVE
395	4"	PINE TREE	REMOVE
396	12"	PALM TREE	REMOVE
397	8"	PINE TREE	REMOVE
398	10"	PINE TREE	REMOVE
399	8"	PINE TREE	REMOVE
400	6"	PINE TREE	REMOVE
401	8"	PALM TREE	REMOVE
402	6"	PINE TREE	REMOVE
403	6"	PINE TREE	REMOVE
404	8"	PALM TREE	REMOVE
405	4"	PINE TREE	REMOVE
406	4"	PINE TREE	REMOVE
407	10"	PINE TREE	REMOVE
408	4"	PINE TREE	REMOVE
409	10"	PINE TREE	REMOVE
410	6"	PINE TREE	REMOVE
411	6"	PINE TREE	REMOVE
412	6"	PINE TREE	REMOVE
413	5"	PINE TREE	REMOVE
414	12"	PALM TREE	REMOVE
415	6"	PINE TREE	REMOVE
416	6"	PINE TREE	REMOVE
417	6"	PINE TREE	REMOVE
418	8"	PINE TREE	REMOVE
419	7"	PINE TREE	REMOVE
420	12"	PINE TREE	REMOVE
421	10"	PALM TREE	REMOVE
422	12"	PALM TREE	REMOVE
423	10"	PINE TREE	REMOVE
424	5"	PINE TREE	REMOVE
425	5"	PINE TREE	REMOVE
426	5"	PINE TREE	REMOVE
427	5"	PINE TREE	REMOVE
428	4"	PINE TREE	REMOVE
429	10"	PINE TREE	REMOVE
430	14"	PALM TREE	REMOVE
431	14"	PINE TREE	REMOVE
432	10"	PALM TREE	REMOVE
433	12"	PINE TREE	REMOVE
434	10"	PINE TREE	REMOVE
435	10"	PINE TREE	REMOVE
436	10"	PINE TREE	REMOVE
437	4"	PINE TREE	REMOVE
438	10"	PINE TREE	REMOVE
439	5"	PINE TREE	REMOVE
440	12"	PINE TREE	REMOVE
441	4"	PINE TREE	REMOVE
442	10"	PINE TREE	REMOVE
443	5"	PINE TREE	REMOVE
444	9"	PINE TREE	REMOVE
445	6"	PINE TREE	REMOVE
446	5"	PINE TREE	REMOVE
447	6"	PINE TREE	REMOVE
448	4"	PINE TREE	REMOVE
449	8"	PINE TREE	REMOVE
450	10"	PALM TREE	REMOVE
451	10"	PALM TREE	REMOVE
452	10"	PALM TREE	REMOVE
453	10"	PALM TREE	REMOVE
454	6"	PINE TREE	REMOVE
455	6"	PINE TREE	REMOVE
456	6"	PINE TREE	REMOVE
457	6"	PINE TREE	REMOVE
458	5"	PINE TREE	REMOVE
459	6"	PINE TREE	REMOVE
460	6"	PINE TREE	REMOVE
461	8"	PINE TREE	REMOVE
462	8"	PINE TREE	REMOVE
463	6"	PINE TREE	REMOVE
502	4"	PINE TREE	REMOVE
503	6"	PINE TREE	REMOVE
504	8"	PINE TREE	REMOVE
505	10"	PINE TREE	REMOVE
506	4"	PINE TREE	REMOVE
507	6"	PINE TREE	REMOVE
508	6"	PINE TREE	REMOVE
509	6"	PINE TREE	REMOVE
510	8"	PINE TREE	REMOVE
511	6"	PINE TREE	REMOVE
512	6"	PINE TREE	REMOVE
513	4"	PINE TREE	REMOVE
514	6"	PINE TREE	REMOVE
515	4"	PINE TREE	REMOVE
516	4"	PINE TREE	REMOVE
517	8"	PINE TREE	REMOVE
518	6"	PINE TREE	REMOVE
519	14"	PALM TREE	REMOVE
520	10"	PINE TREE	REMOVE
521	8"	PINE TREE	REMOVE
522	4"	PINE TREE	REMOVE
523	6"	PINE TREE	REMOVE
524	8"	PINE TREE	REMOVE
525	8"	PINE TREE	REMOVE
526	4"	PINE TREE	REMOVE
527	4"	PINE TREE	REMOVE
528	10"	PINE TREE	REMOVE
529	6"	PINE TREE	REMOVE
530	6"	PINE TREE	REMOVE
531	8"	PINE TREE	REMOVE
532	8"	PINE TREE	REMOVE
533	4"	PINE TREE	REMOVE
534	10"	PINE TREE	REMOVE
535	10"	PINE TREE	REMOVE
536	6"	PINE TREE	REMOVE
537	8"	PINE TREE	REMOVE
538	8"	PINE TREE	REMOVE
539	10"	PINE TREE	REMOVE
540	10"	PINE TREE	REMOVE
541	10"	PINE TREE	REMOVE
542	6"	PINE TREE	REMOVE
543	6"	PINE TREE	REMOVE
544	6"	PINE TREE	REMOVE
545	6"	PINE TREE	REMOVE
546	4"	PINE TREE	REMOVE
547	4"	PINE TREE	REMOVE
548	4"	PINE TREE	REMOVE
549	4"	PINE TREE	REMOVE
550	4"	PINE TREE	REMOVE
551	8"	PINE TREE	REMOVE
552	8"	PINE TREE	REMOVE
553	8"	PINE TREE	REMOVE
554	12"	PALM TREE	REMOVE
555	5"	PINE TREE	REMOVE
556	8"	PINE TREE	REMOVE
557	4"	PINE TREE	REMOVE
558	10"	PINE TREE	REMOVE
559	10"	PINE TREE	REMOVE
560	10"	PINE TREE	REMOVE
561	5"	PINE TREE	REMOVE
562	6"	PINE TREE	REMOVE
563	6"	PINE TREE	REMOVE
564	8"	PINE TREE	REMOVE
565	8"	PINE TREE	REMOVE
566	6"	PINE TREE	REMOVE
567	8"	PINE TREE	REMOVE
568	4"	PINE TREE	REMOVE
569	10"	PINE TREE	REMOVE
570	12"	PINE TREE	REMOVE
571	12"	PINE TREE	REMOVE
572	12"	PINE TREE	REMOVE
573	5"	PINE TREE	REMOVE
574	14"	PALM TREE	REMOVE
575	4"	PINE TREE	REMOVE
576	8"	PINE TREE	REMOVE
577	4"	PINE TREE	REMOVE
578	8"	PINE TREE	REMOVE
579	4"	PINE TREE	REMOVE
580	8"	PINE TREE	REMOVE
581	4"	PINE TREE	REMOVE
582	4"	PINE TREE	REMOVE
583	14"	PALM TREE	REMOVE
584	10"	PINE TREE	REMOVE
585	10"	PINE TREE	REMOVE
586	12"	PINE TREE	REMOVE
587	4"	PINE TREE	REMOVE
588	8"	PINE TREE	REMOVE
589	14"	PINE TREE	REMOVE
590	6"	PINE TREE	REMOVE
591	4"	PINE TREE	REMOVE
592	4"	PINE TREE	REMOVE
593	4"	PINE TREE	REMOVE
594	6"	PINE TREE	REMOVE
595	4"	PINE TREE	REMOVE
596	4"	PINE TREE	REMOVE
597	4"	PINE TREE	REMOVE
598	6"	PINE TREE	REMOVE
599	6"	PINE TREE	REMOVE
600	5"	PINE TREE	REMOVE
601	5"	PINE TREE	REMOVE
602	4"	PINE TREE	REMOVE
603	5"	PINE TREE	REMOVE
604	7"	PINE TREE	REMOVE
605	5"	PINE TREE	REMOVE
606	5"	PINE TREE	REMOVE
607	6"	PINE TREE	REMOVE
608	5"	PINE TREE	REMOVE
609	4"	PINE TREE	REMOVE
610	10"	PINE TREE	REMOVE
611	4"	PINE TREE	REMOVE
612	5"	PINE TREE	REMOVE
613	4"	PINE TREE	REMOVE
614	4"	PINE TREE	REMOVE
615	4"	PINE TREE	REMOVE
616	6"	PINE TREE	REMOVE
617	4"	PINE TREE	REMOVE
618	5"	PINE TREE	REMOVE
619	5"	PINE TREE	REMOVE
620	4"	PINE TREE	REMOVE
621	10"	PINE TREE	REMOVE
622	5"	PINE TREE	REMOVE
623	4"	PINE TREE	REMOVE
624	4"	PINE TREE	REMOVE
625	4"	PINE TREE	REMOVE
626	5"	PINE TREE	REMOVE
627	5"	PINE TREE	REMOVE
628	6"	PINE TREE	REMOVE
629	5"	PINE TREE	REMOVE
630	5"	PINE TREE	REMOVE
631	4"	PINE TREE	REMOVE
632	10"	PINE TREE	REMOVE
633	6"	PINE TREE	REMOVE
634	5"	PINE TREE	REMOVE
635	8"	PINE TREE	REMOVE
636	8"	PINE TREE	REMOVE
637	7"	PINE TREE	REMOVE
638	5"	PINE TREE	REMOVE
639	5"	PINE TREE	REMOVE
640	8"	PINE TREE	REMOVE
641	6"	PINE TREE	REMOVE
642	5"	PINE TREE	REMOVE
643	8"	PINE TREE	REMOVE
644	8"	PINE TREE	REMOVE
645	7"	PINE TREE	REMOVE
646	6"	PINE TREE	REMOVE
647	5"	PINE TREE	REMOVE
648	8"	PINE TREE	REMOVE
649	7"	PINE TREE	REMOVE
650	7"	PINE TREE	REMOVE
651	6"	PINE TREE	REMOVE
652	6"	PINE TREE	REMOVE
653	5"	PINE TREE	REMOVE
654	7"	PINE TREE	REMOVE
655	10"	PINE TREE	REMOVE
656	4"	PINE TREE	REMOVE
657	6"	PINE TREE	REMOVE
658	8"	PINE TREE	REMOVE
659	8"	PINE TREE	REMOVE
660	5"	PINE TREE	REMOVE
661	5"	PINE TREE	REMOVE
662	5"	PINE TREE	REMOVE
663	4"	PINE TREE	REMOVE
664	4"	PINE TREE	REMOVE
665	6"	PINE TREE	OFFSITE
666	6"	PINE TREE	OFFSITE
667	8"	OAK TREE	OFFSITE
668	4"	PINE TREE	OFFSITE
669	12"	PINE TREE	OFFSITE
670	12"	PINE TREE	OFFSITE
671	12"	PINE TREE	OFFSITE
672	12"	OAK TREE	OFFSITE
673	8"	PINE TREE	OFFSITE
674	8"	OAK TREE	OFFSITE
675	6"	OAK TREE	OFFSITE
676	6"	OAK TREE	OFFSITE
677	6"	OAK TREE	OFFSITE
678	7"	OAK TREE	OFFSITE
683	6"	PINE TREE	REMOVE
684	5"	PINE TREE	REMOVE
685	5"	PINE TREE	REMOVE
686	4"	PINE TREE	REMOVE
687	6"	PINE TREE	REMOVE
688	4"	PINE TREE	REMOVE
689	5"	PINE TREE	REMOVE
690	5"	PINE TREE	REMOVE
691	4"	PINE TREE	REMOVE
692	4"	PINE TREE	REMOVE
693	10"	PINE TREE	REMOVE
694	5"	PINE TREE	REMOVE
695	4"	PINE TREE	REMOVE
696	4"	PINE TREE	REMOVE
697	5"	PINE TREE	REMOVE
698	4"	PINE TREE	REMOVE
699	10"	PINE TREE	REMOVE
700	8"	PINE TREE	REMOVE
701	5"	PINE TREE	REMOVE
702	7"	PINE TREE	REMOVE
703	6"	PINE TREE	REMOVE
704	6"	PINE TREE	REMOVE
705	4"	PINE TREE	REMOVE
706	4"	PINE TREE	REMOVE
707	4"	PINE TREE	REMOVE
708	4"	PINE TREE	REMOVE
709	6"	PINE TREE	REMOVE
710	4"	PINE TREE	REMOVE
711	6"	PINE TREE	REMOVE
712	5"	PINE TREE	REMOVE
713	4"	PINE TREE	REMOVE
714	4"	PINE TREE	REMOVE
715	6"	PINE TREE	REMOVE
716	4"	PINE TREE	REMOVE
717	7"	PINE TREE	REMOVE
718	10"	PINE TREE	REMOVE
719	10"	PINE TREE	REMOVE
720	5"	PINE TREE	REMOVE
721	5"	PINE TREE	REMOVE
722	5"	PINE TREE	REMOVE
723	4"	PINE TREE	REMOVE
724	4"	PINE TREE	REMOVE
725	4"	PINE TREE	REMOVE
726	5"	PINE TREE	REMOVE
727	5"	PINE TREE	REMOVE
728	6"	PINE TREE	REMOVE
729	8"	PINE TREE	REMOVE
730	12"	PINE TREE	REMOVE
731	11"	PINE TREE	REMOVE
732	8"	PINE TREE	REMOVE
733	10"	PINE TREE	REMOVE
734	10"	PINE TREE	REMOVE
735	12"	PINE TREE	REMOVE
736	8"	PINE TREE	REMOVE
737	6"	PINE TREE	REMOVE
738	11"	PINE TREE	REMOVE
739	5"	PINE TREE	REMOVE
740	10"	PINE TREE	REMOVE
741	12"	PINE TREE	REMOVE
742	14"	PINE TREE	REMOVE
743	12"	PINE TREE	REMOVE
744	10"	PINE TREE	REMOVE
745	9"	PINE TREE	REMOVE
746	12"	PINE TREE	REMOVE
747	5"	PINE TREE	REMOVE
748	8"	PINE TREE	REMOVE
749	10"	PINE TREE	REMOVE
750	6"	PINE TREE	REMOVE
751	6"	PINE TREE	REMOVE
752	12"	PINE TREE	REMOVE
753	7"	PINE TREE	REMOVE
754	7"	PINE TREE	REMOVE
755	6"	PINE TREE	REMOVE
756	5"	PINE TREE	REMOVE
757	12"	PINE TREE	REMOVE
758	10"	PINE TREE	REMOVE
759	10"	PINE TREE	REMOVE
760	9"	PINE TREE	REMOVE
761	12"	PINE TREE	REMOVE
762	10"	PINE TREE	REMOVE
763	5"	PINE TREE	REMOVE
764	8"	PINE TREE	REMOVE
765	5"	PINE TREE	REMOVE
766	12"	PINE TREE	REMOVE
767	10"	PINE TREE	REMOVE
768	10"	PINE TREE	REMOVE
769	9"	PINE TREE	REMOVE
770	10"	PINE TREE	REMOVE
771	12"	PINE TREE	REMOVE
772	5"	PINE TREE	REMOVE
773	4"	PINE TREE	REMOVE
774	10"	PINE TREE	REMOVE
775	5"	PINE TREE	REMOVE
776	6"	PINE TREE	REMOVE
777	4"	PINE TREE	REMOVE
778	5"	PINE TREE	REMOVE
779	12"	PALM TREE	REMOVE
780	4"	PINE TREE	REMOVE
781	5"	PINE TREE	REMOVE
782	6"	PINE TREE	REMOVE
783	5"	PINE TREE	REMOVE

REQUIRED MITIGATION TREE, TYPICAL:

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5337 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Tree Table

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

SCALE: 1" = 0'

0' 0' 0' 0'

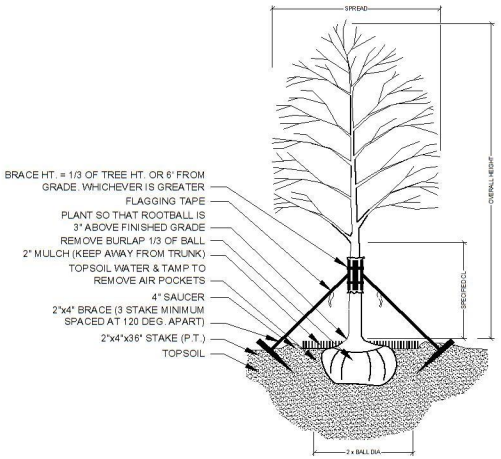
REG. # 1018
Thomas P. Lucido

Designer	J.J.
Manager	D.F.
Project Number	18-1110
Municipal Number	---
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d

Sheet **LA-6**

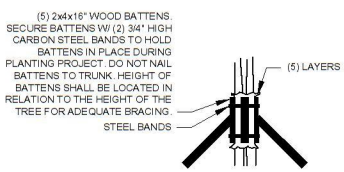
© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

11252019 CC M



TREE PLANTING & STAKING

NOT TO SCALE

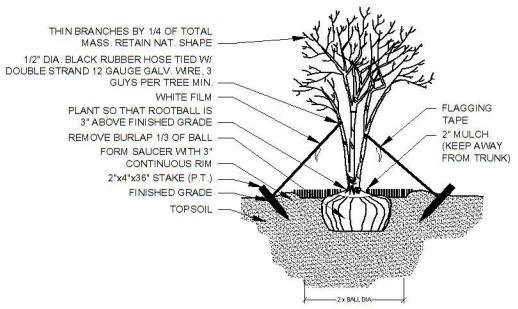


BRACING DETAIL

NOT TO SCALE

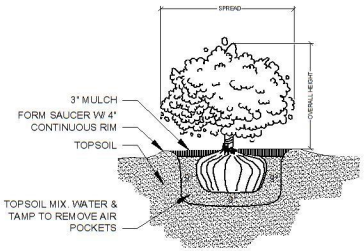
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



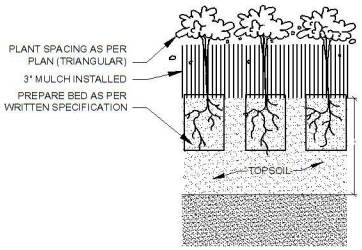
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



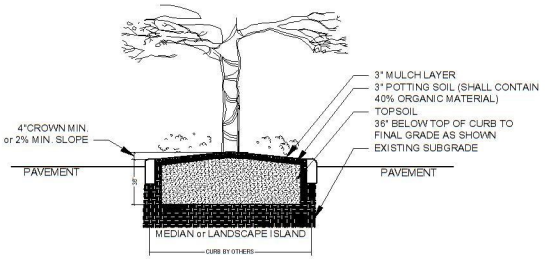
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

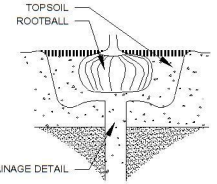


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

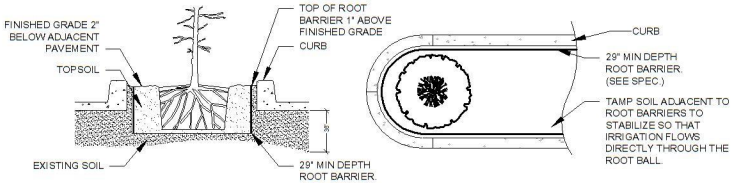
NOT TO SCALE

- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOILS IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

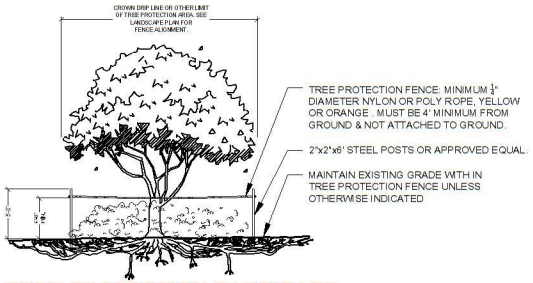
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

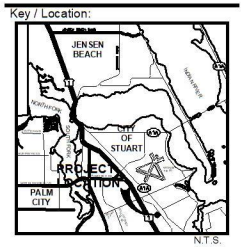
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5307 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Landscape Details

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments

NORTH

SCALE: 1" = 0'

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-7
Project Number	18-1110	
Municipal Number	---	
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.

Page 3694 of 4852

11/25/2019 CC M

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of "Topsoil" as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container 1 tablet
3 gallon container 2 tablets
5 gallon container 3 tablets
7 gallon container 5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1.0 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 3" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12" oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 90 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

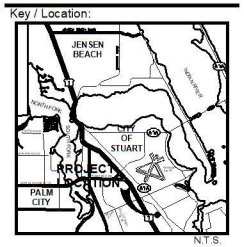
D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

1/25/2019 CCM

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Client & Property Owner:	Meritage Homes 5307 Millenia Lakes Blvd, Suite 410 Orlando, Florida 32839
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 10975 SE Federal Highway Hobe Sound, Florida 33455
Surveyor:	Caulfield & Wheeler, Inc. 7900 Glades Road - Suite 100 Boca Raton, Florida 33434

Trillium RPUD

City of Stuart, Martin County, Florida

Landscape Specifications

Date	By	Description
07.10.19	J.J.	Initial Submittal
09.06.19	J.J.	First Resubmittal
10.04.19	B.W.	Response to Comments
10.07.19	B.W.	Response to Comments



SCALE: 1" = 0'

0 0' 0' 0'

REG. # 1018
Thomas P. Lucido

Designer	J.J.	Sheet
Manager	D.F.	LA-8
Project Number	18-1110	
Municipal Number	---	
Computer File	18-1110 Trillium Townhomes - Code Landscape Plan.d	

© Copyright Lucido & Associates. These documents and their contents are the property of Lucido & Associates. Any reproductions, revisions, modifications or use of these documents without the express written consent of Lucido & Associates is prohibited by law.



CONTEMPORARY ELEVATION FRONT

BUILDING BHHB



LEFT



RIGHT

BUILDING BHHB



REAR

BUILDING BHHB

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services



TRILLIUM

Environmental Assessment Report

Prepared for:

Meritage Homes

Prepared by:

EW Consultants, Inc.

September 2019

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes natural resource features present on an approximately 9.5 +/- acre property (Parcel 6) located within the City of Stuart. The site is located east of Federal Highway (US1), west of Commerce Avenue, south of and adjacent to Miami Avenue.

The site is situated within Hanson Grant, Township 38 South, Range 41 East, within the municipal limits of the City of Stuart, Martin County, Florida. A Location Map (Figure 1), USGS Quad Map (Figure 2), and Aerial Photo (Figure 3) depicting the site boundaries and immediate surrounding area are provided in the Appendix.

SOILS

A U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Resource Report was generated for the subject property and is provided in the Appendix. This report contains a soils map with the boundary of the property depicted as well as additional information and descriptions of soil types on the subject property. According to the soil survey data, two soil types are found on the subject property.

It is important to note that the description of these soils, in their natural state, according to the NRCS, was generated in the early 1970s, and therefore predates land alterations that have occurred since the publication of the Soil Survey. Namely, the excavated pond is not reflected as "water" as it is typically depicted on soils map.

NATURAL COMMUNITIES AND LAND COVER

The following is a summary of the land cover types and vegetative communities found on the subject site. Land cover and vegetative community classifications are mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial imagery interpretation were employed in the mapping of the vegetative communities on the subject property. The vegetative community descriptions include discussions of potential wildlife habitat provided by the various resources present in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections of this report.

There were six different FLUCFCS classifications observed on the site which are described below. A land cover map of the observed community types is included as Figure 4 in the Appendix of this report. The land cover types observed on the property are described as follows:

#411 – Pine Flatwoods (Disturbed)

The vegetated upland areas found on site are pine flatwoods habitat albeit disturbed by invasive exotic vegetation. The canopy stratum is heavily infested by invasive exotic trees such as java plum, Brazilian pepper, earleaf acacia, and melaleuca. There remain scattered slash pines, laurel oaks, and cabbage palms throughout this habitat. The sub-canopy is also heavily infested by Brazilian pepper shrubs and earleaf acacia saplings. Scattered clumps of saw palmetto, gallberry, and rusty lyonia remain throughout the property. The groundcover is devoid of vegetation, covered in leaf litter from invasive exotic trees or shaded by the sub-canopy vegetation. Limited signs of wildlife utilization have been observed on site including raccoons, opossum, and several common birds. Several vagrant camps were also observed on site and thus, this activity may also be contributing to limit some wildlife usage.

#510 – Ditches

Two man-made ditches are found on site. The first one crosses the site east-west, connecting the on-site excavated pond to off-site drainage. This ditch was constructed at the time the on-site pond was excavated. This ditch exhibits open water and some emergent vegetation, and thus offers some opportunities for wildlife foraging. This activity is likely transient in nature. The second ditch extends north from the northwest corner of the pond and terminates at Miami Avenue. This ditch is located under a canopy of Brazilian pepper shrubs and offers limited value for wildlife. Signs of wildlife usage included raccoon tracks.

#534 – Reservoir less than 10 acres

A pond has been previously excavated in the southeast portion of the site. This feature is part of an overall drainage system for this property and adjacent parcels located within the Stuart Business Park commercial Planned Unit Development.

#641 – Freshwater marsh

An herbaceous wetland is found in the southern portion of the site. This wetland exhibits maidencane, beakrush, and spikerush but has been severely encroached by melaleuca trees. Potential for wildlife usage is limited to small or medium mammals, and due to the dense exotic tree canopy, usage by wading birds is severely limited.

An informal wetland determination was issued on August 28, 2019, indicating that the property contains one wetland. A copy of the approved informal wetland determination is included in the Appendix.

#740 – Disturbed lands

This non-native land cover is comprised of the access and maintenance areas for the drainage ditch and pond system. It exhibits a regularly mowed ruderal herbaceous ground cover.

#814 – Roads

This land cover corresponds to the existing cross-access paved drive built under the 2012 SFWMD permit, connecting Miami Avenue to the Walmart property to the south.

WILDLIFE EVALUATION

The site reconnaissance conducted between January and March 2019 and July 2019 found indicators of common wildlife species including raccoons, opossum, and several common birds such as blue jays and crows.

With regard to protected species and their potential for occurrence on the site, the following table summarizes the likelihood of occurrence of such species based on the observed habitat characteristics and field reconnaissance efforts.

Table 1 Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status**
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian transects	L	FT(S/A)
Audubon's Crested Caracara	*Polyborus plancus audubonii*	Open prairies and rangeland	Pedestrian transects	L	FT
Bald Eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes, and wetlands	Pedestrian transects	L	No longer listed, Nest trees protected
Burrowing Owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian transects	L	ST
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat, agricultural lands	Pedestrian transects	L	FT
Florida Grasshopper Sparrow	*Ammodramus savannarum floridanus*	Open prairies and rangeland	Pedestrian transects and playback tapes	L	FE

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status**
Florida panther	*Felis concolor coryi*	Large wilderness areas	Pedestrian transects	L	FE
Florida Sandhill Crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage pastures/prairies	Pedestrian transects; aerial nest survey	L	ST
Snail Kite	*Rostrhamus sociabilis plumbeus*	Long hydroperiod wetlands/aquatic systems with *Pomacea* snails	Pedestrian transects	L	FE
Florida Pine Snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open canopy	Pedestrian transects; inspection of burrow entrances	L	ST
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey of suitable habitat	M	ST
Sherman's Fox Squirrel	*Sciurus niger shermani*	Longleaf pine, turkey oak, sandhills, and flatwooods	Pedestrian transects	L	SSC
Little Blue Heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian transects	L	ST
Red-cockaded Woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian transects	L	FE
Roseate Spoonbill	*Platalea ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian transects	L	ST

1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status**
Southeastern American Kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and abandoned woodpecker nests	Pedestrian transects	L	ST
Tricolored Heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, estuaries	Pedestrian transects	L	ST
Whooping Crane	*Grus americana*	Breed in emergent palustrine wetlands; forage in pastures	Pedestrian transects	L	"Experimental population"
Wood Stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian transects	L	FT

[1] Observed transient
[2] Observed nesting and/or resident
*O= Observed; H= High probability; M= Medium; L= Low; FE = Federally Endangered; FT = Federally Threatened; FT(S/A) = Federally Threatened due to similarity of appearance; ST = State Threatened; SSC = State Species of Special Concern

Based on this summary, the likelihood of occurrence of any State or Federally designated threatened or endangered species on the site is low. There are no confirmed observations of any such species or indicators of their presence.

The preferred nesting habitat for Florida sandhill cranes is native freshwater marsh habitat. While this habitat is present on site it is heavily infested with melaleuca trees and thus not suitable for sandhill crane foraging or nesting. The pond and ditches shorelines offer some potential for foraging however, this activity by sandhill cranes on the property would be transient in nature.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. No bald eagles were observed on site. According to the FFWCC database the closest documented bald eagle nests are located approximately 2.3 miles west, 2.3 miles north, and 3.7 miles southeast of the subject property.

Although the subject site is within the consultation area of the Audubon's crested caracara, use of the site by caracara for foraging and the potential of caracara nesting on site or in the areas surrounding the site is unlikely. Caracara nesting habitat is not present on the site or in the surrounding areas. No crested caracara or crested caracara nests were observed during the site reviews.

The wood stork is a federally listed threatened species that nests in natural forested wetlands and forages in shallow open waters. No wood storks have been observed on site. The property does not provide suitable nesting habitat. The excavated pond and ditch do provide some suitable forage habitats. The site is within the 18.6-mile core forage area of wood stork rookeries as per USFWS database.

The site does not provide suitable nesting habitat for State Threatened wading birds. Any occurrence of these species would be transient in nature.

The burrowing owl is a small ground-dwelling owl often found in open, treeless fields, where it spends most of its time on the ground, perching on dirt mounds, small posts, fences, or short shrubs. The site does not provide nesting habitat for burrowing owls and no burrowing owls or burrowing owl burrows were observed during the site reconnaissance.

Gopher tortoises are listed as a Threatened species by the State of Florida. No gopher tortoises, burrows, or signs thereof were found on the property. While not directly observed on the subject property, this species has a moderate potential of being present on the site. As such, in advance of any land development activity, a 100% survey of potential habitat areas will be required and any gopher tortoises present will be relocated in accordance with FFWCC permitting requirements.

The eastern indigo snake ranges widely over a diversity of upland and wetland habitats, and is known to occupy gopher tortoise burrows which may occur on the property. Nevertheless, the isolated nature of the site by surrounding development is such that indigo snakes are not likely to occur on the subject property. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

Given the surrounding urban development and activity, the dominance of non-native vegetation and habitat, the property provides significantly reduced foraging and/or nesting habitat for state and/or federally listed wildlife species. Coordination with the USFWS has been initiated via the issuance of a Public Notice by the U.S. Army Corps of Engineers as part of the permit application review process. Coordination with the Florida Fish and Wildlife Conservation Commission will be initiated by the SFWMD at the time of application for an Environmental Resource permit.

1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

WETLAND EVALUATION

The informal wetland determination issued on August 28, 2019, indicates that the property contains one wetland. The informal wetland determination also indicates that the property received an Environmental Resource Permit (ERP) in 2012 that authorized the impacts to the on site wetland. In order to receive an ERP from the SFWMD, an applicant had to demonstrate that efforts to eliminate and reduce (avoid and minimize) wetland impacts have been made and that no further elimination or reduction of impacts was feasible for the project. The issuance of the ERP by the SFWMD indicates that the state requirements for elimination and reduction (avoidance and minimization) of wetland impacts have been addressed. The 2012 permit and required mitigation authorized the impact to the on site wetland. Compensatory wetland mitigation has been completed with the purchase of 0.45 herbaceous wetland mitigation credits from the Bluefield Ranch Mitigation Bank (BRMB) on November 28, 2012. Please refer to the attached memorandum from BRMB indicating the completion of the purchase of the credits and the removal of 0.45 credits from the BRMB ledger maintained by the SFMWD.

PRESERVE AREA AND UPLAND BUFFER EVALUATION

The subject property is part of a larger assemblage of parcels for which a comprehensive off site upland preserve area plan was approved by the City of Stuart to provide for a contiguous, larger, and higher quality upland preserve. This off site upland preserve area was approved as Ordinance number 2361-2018 by the City Commission on February 26, 2018 (copy attached in Appendix). In accordance with this ordinance, there is no on site upland preserve required for this site.

1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

SUMMARY

Vegetation

Preservation requirements for the on-site native habitat have been met through the establishment of an approved off-site upland preserve area.

Wetlands

There is one jurisdictional wetland on the property as demonstrated by an informal wetland determination completed in August 2019 by South Florida Water Management District. The wetland determination also confirmed that the wetland had previously been authorized for impact and that 0.45 herbaceous mitigation credits have been purchased. The compensatory wetland mitigation was addressed and fulfilled the requirements of the state. As such there is no requirement for wetland preservation or mitigation.

Listed Species

No signs of gopher tortoises were observed on the property. The gopher tortoise is listed by the Florida Fish and Wildlife Conservation Commission (FFWCC) as threatened, thus any development of the subject site that may impact gopher tortoises and/or their burrows would require FFWCC authorization. Prior to the commencement of construction activities, a 100% habitat survey of the site is recommended to confirm the findings of this assessment.

1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

APPENDIX

1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com



MARTIN COUNTY AERIALS DATED 2019

0 200
SCALE IN FEET

TRILLIUM TOWNHOMES

AERIAL

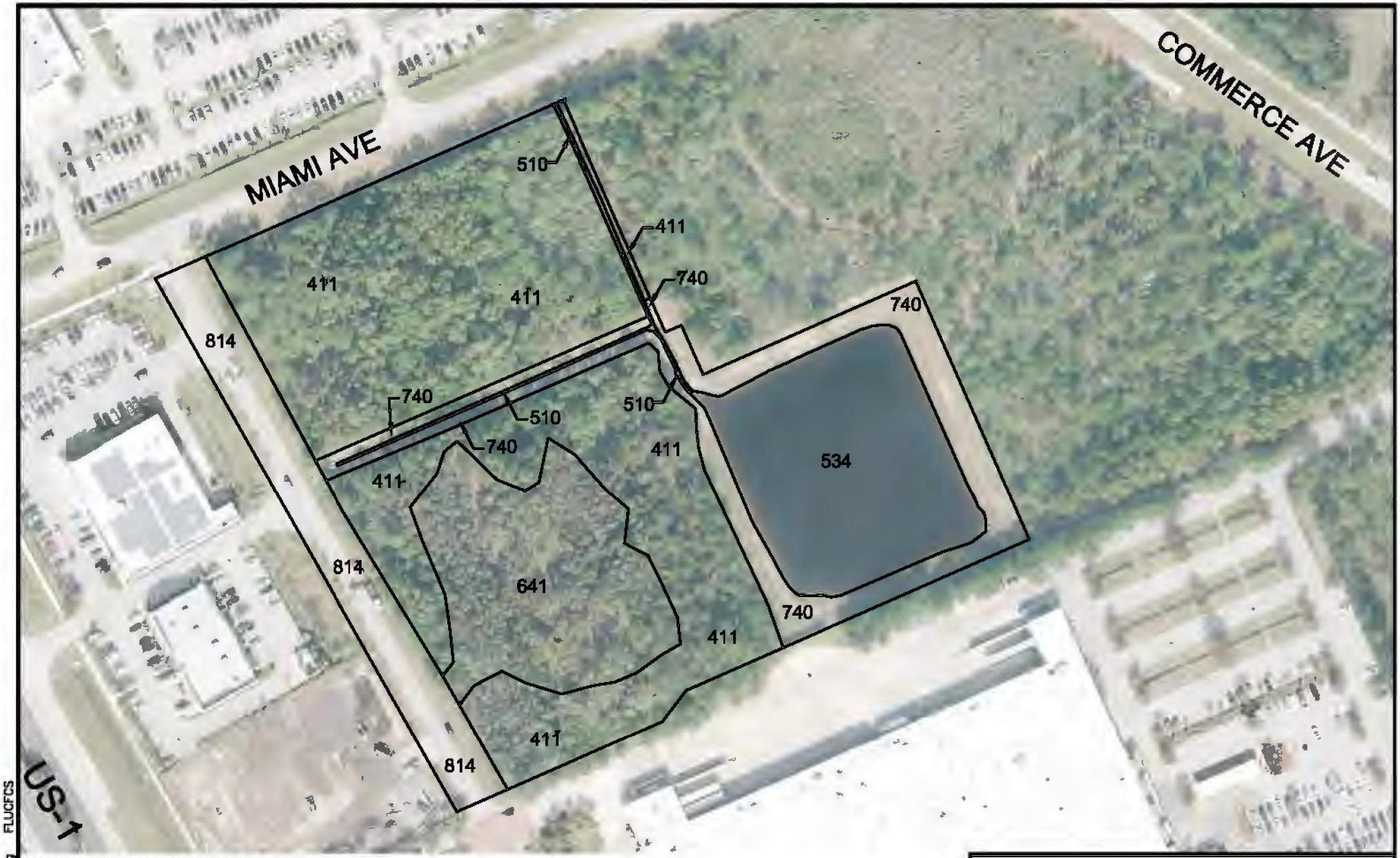
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

SEPT 2019

FIGURE 3

TRILLIUM TOWNHOMES.dwg AERIAL

11252019 CCM



MARTIN COUNTY AERIALS DATED 2019

LEGEND

411 - PINE FLATWOODS (4.6± AC)
510 - DITCHES (0.1± AC)
534 - RESERVOIRS LESS THAN 10 ACS (1.4± AC)
641 - FRESHWATER MARSHES (1.4± AC)
740 - DISTURBED LANDS (1.0± AC)
814 - ROADS (0.9± AC)
SITE (9.4± AC)

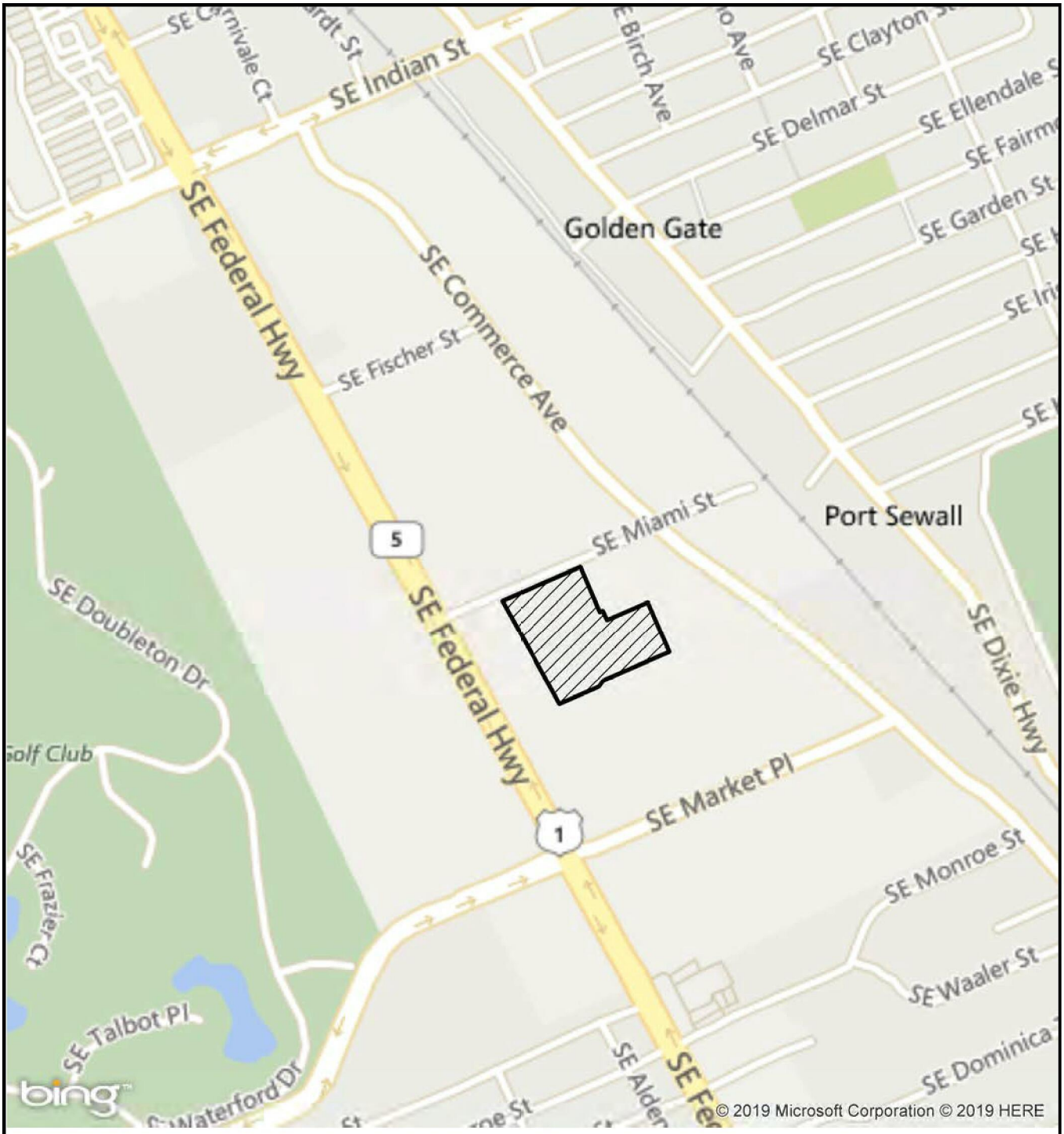
0 150
SCALE IN FEET

TRILLIUM TOWNHOMES
FLUCFCS MAP

EW CONSULTANTS, INC.

SEPT 2019
FIGURE 4

TRILLIUM TOWNHOMES.dwg FLUCFCS
11252019 CCM



0 1,000 Feet

LEGEND

▨ - SITE (9.4+/- AC)

N

TRILLIUM TOWNHOMES
LOCATION MAP

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

SEPT 2019

FIGURE

1



USGS QUAD MAP "ST LUCIE INLET", HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, LATITUDE 27°09'30.34" LONGITUDE -80°13'12.10"

LEGEND

▨ - SITE (9.4± AC)

0 1000

SCALE IN FEET

TRILLIUM TOWNHOMES

QUAD

CONSULTANTS, INC.

EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 206
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

SEPT 2019

FIGURE

2

TRILLIUM TOWNHOMES.dwg QUAD

11252019 CCM

Soil Map—Martin County, Florida
(TRILLIUM TOWNHOMES)



Map Scale: 1:2,080 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 30 60 120 180

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 17, Sep 17, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 14, 2015—May 8, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Waveland and Immokalee fine sands	4.8	51.0%
5	Waveland and Lawnwood fine sands, depressional	4.6	49.0%
Totals for Area of Interest		**9.4**	**100.0%**

August 28, 2019

** Delivered via email*

Meritage Homes Of Florida, Inc *
Ted Glasrud Associates Fl, LLC *
See Attached for Addresses

Subject: Meritage Homes
Application No. 190820-1700
Informal Wetland Determination No. 43-101930-P
Martin County

Dear Mr. Glasrud and Mr. Fraiegari:

The District reviewed your request for an informal determination of the jurisdictional wetland boundaries, as defined in Chapter 62-340, Florida Administrative Code, within the subject property located as shown on the attached Exhibit No. 1.0. The purpose of this request is to revise the jurisdictional wetland boundaries for the 9.4-acre parcel as described in Application No. 181226-1080 (Permit No. 43-100937-P) to instead reflect the wetland limits depicted in the 2012 permit issued by the District (Application No. 120614-2, Permit No. 43-00014-S). The 2012 permit authorized impacts to a total of 1.38 acres of wetlands occurring on the property at that time. Although the entirety of the wetland impacts were not completed, mitigation for the total 1.38 acres of onsite wetlands was addressed and fulfilled through the purchase of 0.45 credits at Bluefield Ranch Mitigation Bank.

Based on the information provided, the District has made a determination to honor the wetland boundaries as delineated pursuant to the 2012 permit. As a result, this informal wetland determination shall supersede the 2018 delineation regarding this parcel only. Please note, although wetland impacts have been mitigated for, a new permit will still be needed to reauthorize wetland impacts and development of the site. Exhibit No. 2, attached, identifies the boundaries of the subject property and the approximate landward limits of the wetlands.

This correspondence is an informal jurisdictional wetland determination pursuant to Section 373.421(6), Florida Statutes, and Section 7.3 of Environmental Resource Permit Applicant's Handbook Volume I. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal jurisdictional determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules.

Sincerely,

Barbara Conmy
Section Leader

c: Arnaud Roux, EW Consultants, Inc *
Edward Weinberg, EW Consultants, Inc *

11252019 CCM

Addresses:

Dante Fraiegari
Meritage Homes Of Florida, Inc
1127 Gateway Boulevard
Boynton Beach, FL 33426

Theodore Glasrud
Ted Glasrud Associates Fl, LLC
759 SW Federal Highway Suite 217
Stuart, FL 34994

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 190820-1700.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Wetland Map

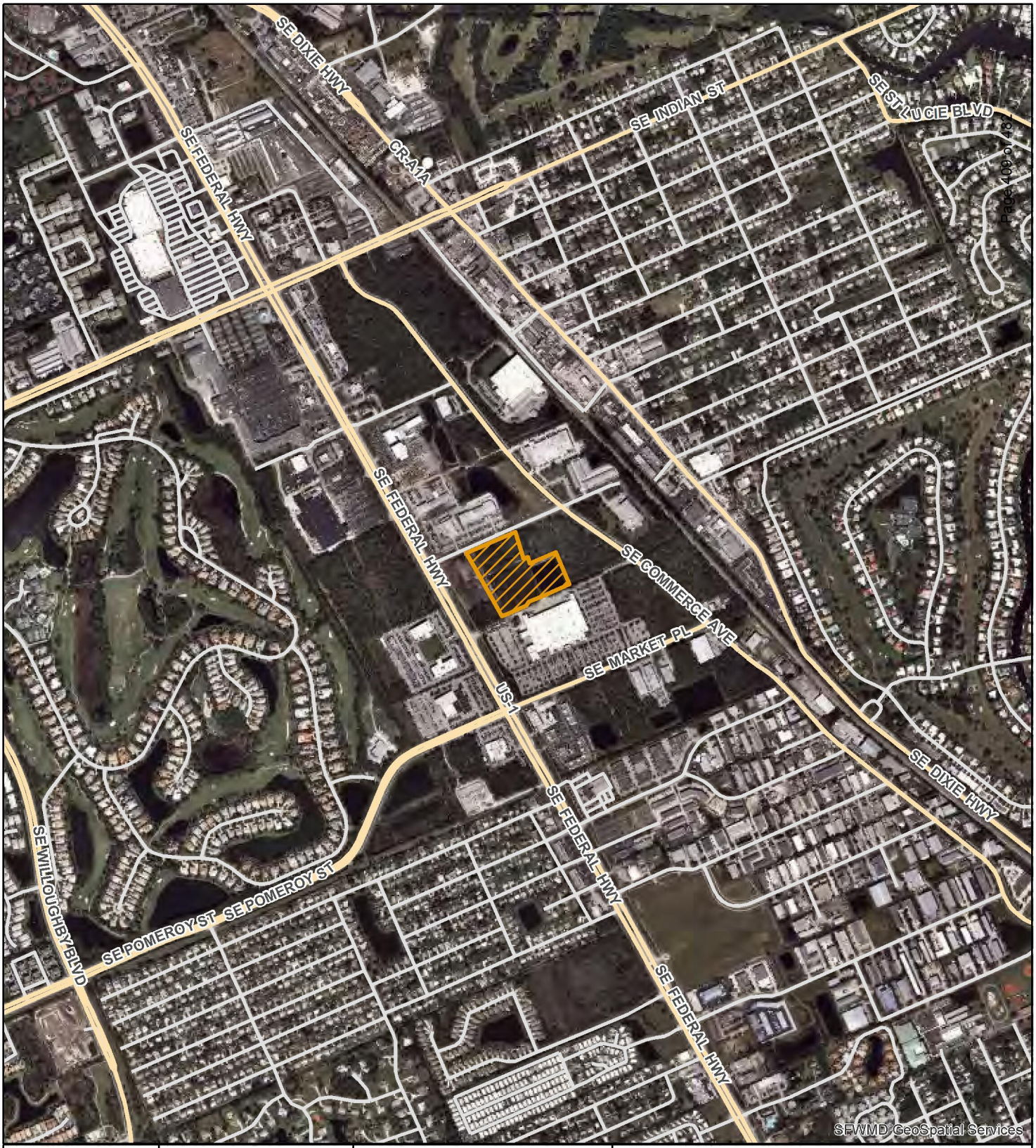


Exhibit No:1.0	Exhibit Created On: 2019-08-21	MARTIN COUNTY, FL

Application

11252019 CCM

REGULATION DIVISION

Project Name: Meritage Homes

Application Number: 190820-1700

0 1,150 2,300 Feet

N

sfwmd.gov

Created by IT GIS Section

South Florida Water Management District

Exhibit No. 2.0

Application No. 190820-1700



MERITAGE HOMES SFWMD.dwg WETLAND

MARTIN COUNTY AERIALS DATED 2019

0 150

SCALE IN FEET

MERITAGE HOMES WETLAND MAP

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2998
WWW.EWCONSULTANTS.COM

JULY 2019

FIGURE 4

11252019 CCM

Bluefield Ranch Mitigation Bank

David McIntosh, Trustee
901 North Olive Avenue
West Palm Beach, FL 33401
P (772) 708-1776
Dave@BluefieldRanch.com

Memorandum by email

To: Ms. Anita Bain, Bureau Chief, Environmental Resource Permitting
South Florida Water Management District
ABain@SFWMD.gov

From: Dave McIntosh

Subject: Industrial Development Corporation:
Stuart Business Park cross access drive
App# 120614-2; Permit # 43-00014-S
Wetland mitigation at Bluefield Ranch Mitigation Bank

Date: November 28, 2012

Dear Ms. Bain:

On October 26, 2012, I advised you that Industrial Development Corporation had reserved forty-five one hundredths of one (0.45) herbaceous wetland mitigation credit for its use at its Stuart Business Park's cross access drive project.

I now advise you that Industrial Development Corporation has completed all of its contract obligations for the purchase of that partial credit. Therefore, I authorize and request that you remove that fort-five one hundredths of one (0.45) herbaceous wetland mitigation credit from the Bluefield Ranch Mitigation Bank ledger that you maintain and that you immediately and permanently associate that same partial credit with the above-referenced Application and Permit of Industrial development Corporation for its Stuart Business Park cross access drive project.

If you have any questions, please contact me directly.

Thank you.

David McIntosh

Copy: Mr. Brad Dubner, VP, Industrial Development Corp. (bdub99@bellsouth.net)

NANCE NUMBERS 2361-2018 AND 2362-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

Any person deciding to appeal any decision made by the Commission at the public hearing will need to ensure that a verbatim record of the proceedings is made. In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at 288 5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

STUART CITY COMMISSION
2-16/ 2018

0000309614-01

Inst. # 2685382
Bk: 2982 Pg: 1278 Pages: 1 of 11
Recorded on:3/23/2018 2:59 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $95.00

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2363-2018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT(CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1533-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY 3.64 ACRES OF ON-SITE UPLAND PRESERVE ON PARCEL 6, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; PROVIDING THE BOUNDARY AND LEGAL DESCRIPTION OF THE REQUIRED UPLAND PRESERVE FOR A TOTAL OF APPROXIMATELY 8.29 ACRES ON PARCEL 6A, AS DEPICTED BY EXHIBIT "C" ATTACHED; THEREBY SATISFYING THE OBLIGATION TO PROVIDE THE REQUIRED UPLAND PRESERVE OF APPROXIMATELY 3.64 ACRES OF PARCEL 6 AND NEARBY UNDEVELOPED PARCELS, GOVERNED BY CPUD ORDINANCE NOs. 2361-2018 AND 2362-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

* * * * *

WHEREAS, the City Commission approved Ordinance No. 1533-97 which granted Commercial Planned Unit Development (CPUD) zoning for the subject property for that certain 55.83 acre of land located on the East side of SE Federal Highway between SE Miami Street and SE Market Place; and

WHEREAS, the City Commission approved major amendment to the CPUD by Ordinance No. 1915-2003 for development of Walmart Supercenter on a portion of a parcel; and

WHEREAS, the City Commission approved major amendment to the CPUD by Ordinance No. 2313-2015 for development of Aldi Food Store on a portion of a parcel; and

WHEREAS, an application for a major amendment to Ordinance No. 1533-97 was properly filed on behalf of the petitioner, Ted Glasrud (Owner) of Ted Glasrud Associates FL, LLC.

WHEREAS, the applicant, Ted Glasrud, recently purchased several large, scattered parcels including Parcels 6 and 6A, located on the East side of SE Federal Highway between SE Miami Street and SE Market Place and are legally described as set forth in **Exhibit "A"**; and

WHEREAS, the City's consultant, EW Consultants, Inc., has prepared an Environmental Inventory and Evaluation dated August 4, 2017 for the 10 parcels to provide the existing habitat characteristics and calculations of preservation requirements on each parcel and the basis to aggregate conservation areas in higher quality existing habitat and concurrently free up areas of lower ecological quality; and

WHEREAS, the consultant finds it advantageous to consolidate the required native upland preservation areas in order to increase ecological functions; and

WHEREAS, the applicant is seeking to terminate an obligation to provide a total of approximately 3.64 acres of on-site upland preserve on Parcel 6 and transfer of said obligation to adjacent undeveloped Parcel 6A,

WHEREAS, the applicant is seeking to provide aggregation of upland preservation for a total of approximately 8.29 acres on Parcel 6A consisting of superior quality habitat and satisfying the obligation to provide the required upland preserve of approximately 3.64 acres of Parcel 6 and nearby undeveloped parcels governed by Ordinance No. 2361-2018 and Ordinance No. 2362-2018 and as depicted on a Parcel Map in **Exhibit "B"** of this ordinance; and

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

WHEREAS, City's Local Planning Agency held a properly noticed public hearing at a regularly scheduled meeting on January 18, 2018, to consider a major amendment to Ordinance 2363-2018, and recommended approval to the City Commission; and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City; and

WHEREAS, the CPUD is consistent with the Stuart Comprehensive Plan and the development will be in harmony with surrounding properties and their anticipated development.

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

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

SECTION 2: The legal description of the Parcels 6 and 6A is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A Parcel Map is attached hereto as **Exhibit "B"** and made a part hereof by reference. The conditions of development for the property are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The Owners' written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement," as provided in Section 163.3221, Florida Statutes.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code. The failure of the owner to comply with the Development with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Owner to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing

before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) 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 CPUD property or any portion of the CPUD property.

c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

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

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

SECTION 8: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 9: The complete execution and recording of this ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

SECTION 10: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners', the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on First Reading this 12th day of FEBRUARY, 2018.

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

	YES	NO	ABSENT
KELLI GLASS-LEIGHTON, MAYOR	X		
BECKY BRUNER, VICE MAYOR	X		
EULA R. CLARK, COMMISSIONER	X		
THOMAS CAMPENNI, COMMISSIONER	X		
TROY A. MCDONALD, COMMISSIONER	X		

ADOPTED on second reading this 26th day of February, 2018.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Alicia Fisch

Print Name: Alicia Fischer

Print Name: [illegible]

Ted Glasrud Associates FL, LLC.

By: _____

Ted Glasrud, Property Owner

OWNERS ACKNOWLEDGMENT

2363-2018 KB

The above Acceptance and Agreement of Ordinance No. ~~1333-17~~ was acknowledged before me this 13th day of March, 2018, by Ted Glasrud, Property Owner of Ted Glasrud Associates FL, LLC.

KRISTEN R BROWN
Notary Public – State of Florida
Commission # GG 138758
My Comm. Expires Sep 29, 2021
Bonded through National Notary Assn.

Kristen R Brown

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

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

"EXHIBIT A" - BOUNDARY SURVEY AND LEGAL DESCRIPTION OF PARCEL 6
AND DESIGNATED UPLAND PRESERVE AREA (REFERRED TO AS PARCEL 6A)

1. PROPERTY ADDRESS: S.E. MIAMI STREET
2. CERTIFIED TO:
- TED GLASRUD ASSOCIATES FL, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- INDUSTRIAL DEVELOPMENT CORP., A FLORIDA CORPORATION, ITS ASSOCIATES &/OR ASSIGNS
- COMMONWEALTH LAND TITLE INSURANCE COMPANY
- RICHARD G. COVER, Jr., P.A.

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

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4484, STATE OF FLORIDA

NOTES:

LEGAL DESCRIPTION

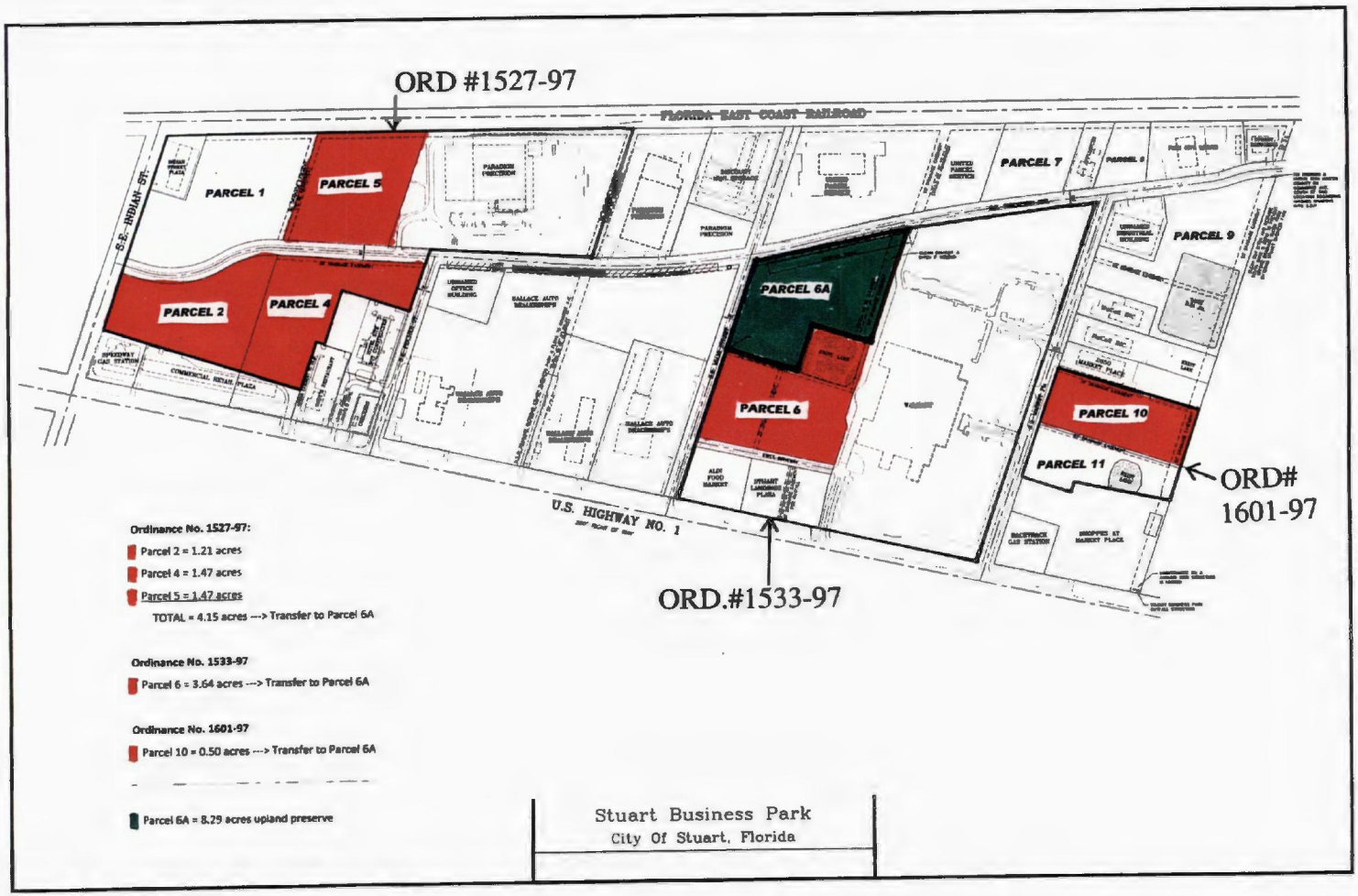
COMMONWEALTH LAND TITLE COMMITMENT SCHEDULE B, SECTION II EXCEPTIONS

BOUNDARY SURVEY

PREPARED FOR: TED GLASRUD ASSOCIATES FL, LLC

STEPHEN J. BROWN, INC LICENSED BUSINESS NUMBER:6484
SURVEYORS · DESIGNERS · LANDPLANNERS · CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-220-7176

DRAWN	R.T.C.
CHECKED	S.J.B.
DATE	02/17/2017
SCALE	1" = 80'
JOB NO.	6496.04-10
SHEET	ONE
OF	ONE



"EXHIBIT B" - PARCEL MAP

"EXHIBIT C"
DEVELOPMENT CONDITIONS
(Amendment to Ordinance No. 1527-97)

Amendment to the Ordinance Section:

SECTION 7: DEVELOPMENT STANDARDS. Review of the final development plan prior to adoption of the Rezoning Ordinance shall be governed by the following standards:

a. CPUD standards regarding circulation, parking, utilities, drainage, open space and all other applicable standards shall apply as described in the LDR except as may be modified as provided in the Rezoning Ordinance.

b. Not less than 25% of the CPUD shall be open space as defined in the LDR. Required open space may include native vegetation areas and required landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement. In the event less than 25% 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.

Amendment to the Master Commercial Planned Unit Development Agreement Development Conditions:

8. Excluding wetlands defined by the South Florida Water Management District, the required total of approximately 3.64 acres of on-site upland preserve on Parcel 6 shall be transferred to adjacent undeveloped Parcel 6A, consisting on 8.29 acres of superior quality habitat.

9. Prior to the development of other sites (Parcel 2, 4, 5, 6 and 10), the applicant shall prepare a Preservation Area Management Plan (PAMP) for the upland preserve area of approximately 8.29 acres on Parcel 6A that is acceptable to the City and shall be submitted no later than 12 months of this approval. The upland preserve area shall be the maintained by the property owner, including removal of any exotic vegetation. The upland preserve area shall be deeded to the City. The City reserves the right to assign a future land use designation of "Conservation" for the off-site upland preservation as described in the deed.

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-3599
Fax (772) 288-5305

City Clerk Department
Mary R. Kindel
Deputy City Clerk

mkindel@ci.stuart.fl.us

March 22, 2018

Clerk of the Circuit Court
Attn: Recording
P.O. Box 9016
Stuart, FL 34995

RE: PLEASE RECORD:
Ordinance No. 2363-2018 Amending Ordinance No. 1533-97; Upland Preserve/Ted Glasrud Associates FL, LLC

Please record the above named documents into the public records of Martin County. Upon completion, please return the original document back to my attention via inter-office mail.

Should you have any questions or comments, please do not hesitate to contact me at 772-288-3599 or mkindel@ci.stuart.fl.us.

Thank you,

Mary R. Kindel
Deputy City Clerk

Enc.

$ 10350

The Palm Beach Post

Palm Beach Daily News | ideabar

ADVERTISING INVOICE

BILLED ACCOUNT NUMBER	BILLING DATE	TOTAL AMOUNT DUE	STATEMENT #
47003	02/19/2018	$450.64	
BILLING PERIOD	**TERMS OF PAYMENT**		**PAGE #**
2/16/2018	Upon Receipt		1 of 1
ADVERTISER CLIENT #	**ADVERTISER/CLIENT NAME**		
47003	Stuart City Clerk, City of		

Stuart City Clerk, City of
Cherie White
121 SW Flagler Ave
Stuart, FL 34994

For questions concerning this bill call 855-333-2676
If paid, please disregard. Thank You

Start/Stop	Newspaper Reference	Product	Description - Other Comments/Charges	Ad Size Billed Units	Times Run	Gross Amount	Net Amount
02/16/2018 02/26/2018	I00309614-02182016	The Palm Beach Post	NOTICE OF PROPOSED ORDINANCES AND SECOND PUBLIC ADOPTION HEARING NOTICE is hereby given as required by Chapter 166.041 Florida Statutes that the following Ord Legals Page B|9	1 x 131 L 131	1	$450.64	$450.64
2/19/2018		**Total Amount Due**					**$450.64**

ORD.
2361-18
2362-18
2363-18

PURCHASE ORDER
VENDOR NO 1173.
DEPT/ACCT 001 ACCT 208100
PROJECT NAME
PROJECT ACCT
APPROVED BY

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

STATEMENT #	BILLING DATE	TERMS OF PAYMENT	ADVERTISER CLIENT #	ADVERTISER/CLIENT NAME
	02/19/2018	Upon Receipt	47003	Stuart City Clerk, City of

Please send your payment to:

CMG - PBN Remittance Address
PO BOX 645098
CINCINNATI, OH 45264-5098

47003
Stuart City Clerk, City of
121 SW Flagler Ave
Stuart, FL 34994

TOTAL AMOUNT	AMOUNT ENCLOSED
$450.64	

00500000470030000047003000000000000450644

The Palm Beach Post
Palm Beach Daily News | ideabar

PROOF OF PUBLICATION

STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Tiffani Everett, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - Public Hearing was published in said newspaper on: first date of Publication 02/16/2018 and last date of Publication 02/16/2018. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

STUART CITY CLERK, CITY OF
121 SW FLAGLER AVE
STUART, FL 34994

Invoice/Order Number:	0000309614
Ad Cost:	$450.64
Paid:	$0.00
Balance Due:	$450.64

Signed _____
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 19th day of February, 2018 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____
(Notary)

NOTARY PUBLIC STATE OF OHIO

JUSTIN PETERSON, Notary Public
In and for the State of Ohio
My Commission Expires July 31, 2019

Please see Ad on following page(s).

STUART CITY CLERK, CITY OF
121 SW FLAGLER AVE
STUART, FL 34994

Invoice/Order Number: 0000309814
Ad Cost: $450.64
Paid: $0.00
Balance Due: $450.64

NOTICE OF PROPOSED ORDINANCES AND SECOND PUBLIC ADOPTION HEARING

NOTICE is hereby given as required by Chapter 166.041 Florida Statutes that the following Ordinances will be produced in writing and adopted at a meeting of the City Commission of the City of Stuart, at City Hall, 121 SW Flagler Avenue on February 26, 2018 at 5:30 p.m. A full copy of said Ordinance, entitled hereafter, may be inspected at the Office of the City Clerk during regular business hours from this date forward. All interested parties may attend said meeting and be heard or send comments to the office mentioned above.

ORDINANCE No. 2361-2018; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1527-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY 4.15 ACRES OF ON-SITE UPLAND PRESERVE ON PARCELS 2, 4 AND 5, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

ORDINANCE No. 2362-2018; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT(CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1601-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY .50 ACRES OF ON-SITE UPLAND PRESERVE ON PARCEL 10, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

ORDINANCE No. 2363-2018; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT(CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1533-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY 3.64 ACRES OF ON-SITE UPLAND PRESERVE ON PARCEL 6, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; PROVIDING THE BOUNDARY AND LEGAL DESCRIPTION OF THE REQUIRED UPLAND PRESERVE FOR A TOTAL OF APPROXIMATELY 8.29 ACRES ON PARCEL 6A, AS DEPICTED BY EXHIBIT "C" ATTACHED; THEREBY SATISFYING THE OBLIGATION TO PROVIDE THE REQUIRED UPLAND PRESERVE OF APPROXIMATELY 3.64 ACRES OF PARCEL 6 AND NEARBY UNDEVELOPED PARCELS, GOVERNED BY CPUD ORDI-

lucido&associates

October 4, 2019 Hand Delivery

Tom Reetz, Senior Planner
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Trillium RPUD
Our reference number: 18-1110

Dear Tom:

Please accept this correspondence as our formal resubmittal in response to the staff comments received on October 1, 2019. Please find enclosed the original resubmittal packet containing the revised documents and plans referenced below, a CD with PDF copies of the resubmitted materials, and an additional copy of the 24 x 36 plans. The enclosed revised materials are listed as follows:

1. Highlighted engineering plans;
2. Revised landscape plan.

Itemized responses:

Zoning and Development

Fire Rescue- Cawley

1. All work shall conform with the most current edition of the Florida Fire Prevention Code.
   Response: Agree.

Utilities- Rogolino

1. In reviewing the above reference project, this Department does approved the proposed RPUD. Please address the following comments:

   A. Individual carts are approved with the understanding a single/ one bill will be required for all proposed units/ clubhouse.
   Response:
   Agree. The property owner's association will be responsible for paying for all individual carts within the community, so the City will provide a single bill to the POA.

   B. Further review will be required. This review is not for construction.
   Noted. The further review will occur with the site permit plan application.
   Agree.

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

Engineering Review- Landscape

Overall

1. Plans sheets are difficult to read. Suggest increasing scale or editing line weights to help clarity.
Response: Noted. The plans have been updated for better legibility.

2. Confirm all fencing, light poles, utilities, etc. are shown on the plans to avoid conflicts with the landscape.
Response: Noted. All fencing, utilities, etc. have been confirmed. Light poles will be coordinated with the FPL at the time of construction.

3. Per plans LA-5 and LA-6, trees are called to be preserved. Please show approximate canopy spread for all existing trees to remain.
Response: Trees shown as preserved are offsite. The trees shall remain undisturbed during construction.

4. Confirm proposed trees/palms meet FPL required setbacks from overhead utilities using FPL's Right Tree Right Place.
Response: Proposed trees have been confirmed in compliance with the FPL Right Tree in the Right Place.

5. *Label and provide clearances for all fire hydrants*
Response: No hydrants will be obstructed by the landscape.

6. *Please adjust match line labels so that they are legible.*
Response: Match labels have been adjusted.

CV Landscape Plan

7. Provide table/calculations as to how the site is meeting required buffer, interior, native, and overall site Landscape Requirements.
Response:
This project is a townhome residential community and therefore does not fit within the commercial landscape requirements for interior landscaping.
Buffer: From the back of the unit to the sidewalk is 25' and is heavily landscaped. The City of Stuart landscape code requires 25' when adjacent to commercial properties.
Native Requirement: The City requires at least 50% of the landscape to be native landscape. The trees provided are 92% native, the palms are 52% native, the shrubs are 72% native and the accent grasses are 90% native and the groundcovers excluding turf are 60% native.
Overall Site Requirements: The City requires not less than 20% of the site to be landscaped, and the site exceeds the requirement by providing 31% of the site as landscaped area.

8. The xeriscape chart is not the current version per code 6.04.05.C; you cannot have 2 lines referring to mulch and gain 15 points. Please update and provide how you are meeting the required 50 points.
   Response:
   The xeriscape chart has been updated.

LA-1 Landscape Plan

9. Along northwest property (behind units 55-62), tree locations are shown in conflict with the fence, please revise.
   Response:
   Acknowledged, the trees have been revised.

10. Along northeast property (behind units 45-54), an unidentified proposed line runs through the property. This line conflicts with Foxtail palms proposed behind these units. Please identify what this line is and if necessary, revise proposed landscape to avoid conflict.
    Response:
    Acknowledged, the line has been removed.

11. Repeat Comment: Proposed Green Buttonwood trees along northwest property looks in conflict with overhead utility lines. Please confirm that the trees are in accordance with FPL's Right Tree Right Place 30' setback clearance.
    Response:
    The landscape in this area has been revised.

12. Provide additional shrubs or sod along units, 4, 9, and 55.
    Response:
    Sod has been provided.

13. Label littoral and upland plantings.
    Response:
    The littoral plantings have been removed from the plan.

14. What are unidentified black arched lines adjacent to southwest street trees? Please identify.
    Response:
    The arched lines have been removed from the plan.

15. Revised plans to remove all conflicts between plant callouts and labels.
    Response:
    Noted.

16. Include root barrier where proposed trees are located within 5' of utility lines.
    Response:
    No root barrier is proposed. Root barrier is not required by Martin County Utilities, the utility provider.

17. What are unidentified black arched lines adjacent to southwest street trees? Please identify. Please revise plans to eliminate all conflicts between plant callouts and labels.
Response:
The line has been removed from the landscape plan.

LA-2 Landscape Plan:

18. Along northeast property (behind units 29-40), an unidentified proposed line runs through the property. This line conflicts with Foxtail palms proposed behind these units. Please identify what this line is and if necessary, revise proposed landscape to avoid conflict.
Response:
The line has been removed.

19. In the eastern corner of the property, Green Buttonwood's are proposed within a few feet of an existing concrete wall. Consider revising the location of the proposed trees to allow for the Green Buttonwood to have ample root and canopy growing conditions.
Response:
Noted.

20. Include root barrier locations where proposed trees are located within 5' of utility lines.
Response:
No root barrier is proposed. Root barrier is not required by Martin County Utilities, the utility provider.

LA-3 Landscape Plan:

21. Please remove existing tree identification number and location markers for trees to be removed. Eastern corner of detention area has a Bald Cypress located within a foot of a proposed storm line and inlet. Please revise plans to eliminate the conflict.
Response:
Acknowledged.

22. An unidentified proposed line encircles the detention area, provide label or delete.
Response:
Acknowledged.

23. Please provide exhibit to the arrangement of littoral and upland planting design. Many of the proposed species have different optimal growing elevations in relation to the typical water elevation and the species placement is not clear per the landscape plan hatch. For example, Iris virginica has an optimal growing condition of 0.5 feet above and 0.5 feet below the typical water elevation while Nymphaea odorata has an optimal growing condition of 3.0 to 5.0 feet below the typical water elevation.
Response:
Littoral plantings have been removed.

LA-4 Master Plant Schedule:

24. Per section 6.04.02.A.6, shrubs shall be a minimum 24" height with 12" spread or in a 3-gallon pot. Some plant specifications still do not meet the code requirement, please revise.
Please include within the master schedule a littoral and upland buffer plant schedule. The schedule needs to include botanical and common name, container size, plant size, and spacing.
Response:
The plant schedule has been revised to have all shrubs at 3-gallon size except for saw palmetto.

25. Please clarify the callout for trees that do not require mitigation, species identified on LA-6 are listed as 'Pine'.
Response:
Noted.

26. Trees 665-678 are called to be preserved, please provide tree protection around those trees on the plans.
Response:
Trees 665-678 are offsite.

27. Please revise plans to eliminate conflicts with tree identification number labels.
Pine mitigation calculations are incorrect, please revise and ensure tree mitigation credits is met.
Response:
Pine mitigation table has been updated.

28. Bursera simaruba is not proposed in the landscape schedule, therefore, it cannot be used for mitigation. Revise calculations to meet minimum tree credit calculation
Response:
Noted. Bursera simaruba has been removed.

LA-6 Landscape Details:

29. Please provide common and botanical names in the tree table.
Response:
Botanical name is not necessary for the tree mitigation calculations- the notation of pine tree is sufficient.

30. What does the box around some trees indicate? Please provide a key to clarify
Response:
The box signifies trees that meet the threshold of a specimen tree in the City and therefore require mitigaton.

Environmental Review- Comply

Section 5.01.00 – Complete. Avoidance and Minimization and Other Environmental Impacts – An Environmental Assessment Report (EA) prepared by EW Consultants, Inc. dated September 2019, was provided with the September 11, 2019 response letter. The EA includes a map indicating wetland limits, and provides information regarding compliance with avoidance, minimization and mitigation requirements.
Section 5.02.00 – Complete. Environmental Assessment Report - The EA describes FLUCFCS codes of cover types occurring on site, provides a breakdown of their acreage, and provide a figure delineating the land use types.

The EA includes a wetland delineation map as approved by the South Florida Water Management District and documents completion of wetland mitigation.
The EA explains that the upland preserve requirements are being met off-site, per City of Stuart Ordinance Number 2361-2018.

The EA states that coordination with the Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish and Wildlife Service (USFWS) will occur as part of the in-process or upcoming state and federal permit application processes.

Section 5.03.00 – Complete. Wetlands – The EA includes a map indicating wetland limits, and provides information regarding compliance with avoidance, minimization and mitigation requirements

Traffic Review- Comply

Kimley-Horn has reviewed the Traffic Impact Analysis (revised August 2019) prepared by The MilCor Group Inc. related to the above-mentioned project. The subject project is located generally on the south side of SE Miami Avenue, west of SE Commerce Boulevard, and east of SE Federal Highway in the City of Stuart, Florida. The proposed development consists of 76 single family dwelling units and access to the project will be provided via an existing 50-foot unnamed access road located between the proposed development and commercial properties fronting US 1.

Based on the analysis provided, the project has the potential to generate 534 net new daily trips, 37 net new AM peak hour trips (8 in / 28 out), and 46 net new PM peak hour trips (29 in / 17 out). The analysis demonstrates that adjacent impacted roadways have sufficient capacity available to support the proposed project trips and no ingress turn lanes are warranted. We have no further comments for the applicant at this time.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Engineering Review

Master Drainage Plan

1. The construction of drainage out fall from the commercial development to the west appears to cross the property line near the connection to the existing manhole. Construction of the pipe as currently shown will require a grading easement from that property owner.
   Response:
   Acknowledged.

2. Show how the swales on the north and south sides of the site will be connected to the pond and drainage system.
   Response: Acknowledged, a connection from the north and south swales to the lake has been shown. Please note that the final drainage system will be designed and submitted with the site construction application, and the current swale connections may be revised to tie into the final drainage system. Please see the revised plan.

Please feel free to contact me if you have any questions or need any additional materials.

Sincerely,

Doug Fitzwater
Copy to team

SELECTION CRITERIA: appl_no='Z19070004'

PROJECT NO.: Z19070004 APPLICANT NAME: GLASRUD ASSOC INC, DBA
OWNER NAME: DKC STUART LANDINGS LLCAPPLICATION DATE: 07/25/19
PROJECT TYPE: MAJOR RPUD - MAJOR RESIDENTIAL PLANNED UNIT DEVELOPME
PARCEL: 383841002153000009 3963 SE FEDERAL HWY
STUART, FL 34994

REVIEW STOP: F - FIRE PROTECTION SYSTEMS
REV NO: 1 STATUS: F DATE: 08/09/19 CONT ID:
REVIEW SENT BY: mcawley DATE: 08/09/19 TIME: 08:53 TIME SPENT: 0.00
REV RECEIVD BY: mcawley DATE: 08/07/19 TIME: 16:32 SENT TO:

08/09/2019 NFPA 1 18.2.3.4.1.1 Fire department access roads shall have an unobstructed width of not less than 20 feet.

Submit Autoturn using Stuart Fire Rescue truck specifications. Contact mcawley@ci.stuart.fl.us for specs.

REVIEW STOP: PD - POLICE DEPARTMENT
REV NO: 1 STATUS: DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: treetz DATE: 08/07/19 TIME: 16:32 SENT TO:

REVIEW NOTES: *** NONE ***

REVIEW STOP: PW - PUBLIC WORKS
REV NO: 1 STATUS: F DATE: 08/16/19 CONT ID:
REVIEW SENT BY: mrogolin DATE: 08/15/19 TIME: TIME SPENT: 0.00
REV RECEIVD BY: mrogolin DATE: 08/07/19 TIME: 16:32 SENT TO:

08/16/2019

08/16/2019 Date: 8-15-2019

To: Tom Reetz

Subject: 3963 SE Federal Hwy. Major RPUD Permit #Z19070004

In reviewing the above referenced project, this Department does not approve the proposed RPUD. Please address the following comments:

M-^U SANITATION-
After further review of the proposed site, the Public Works Dept. Director mandates the use of three double dumpster enclosures (located at dead-ends) or a centralized compactor due to the fact individual M-^Ssanitation onlyM-^T accounts cannot be established with the tenants. Please call-out proposed enclosure locations. (Orient dumpster enclosures to permit full mechanically assisted pick-up by front end loading trucks. Please insure all turning radius are adequate for sanitation truck to service dumpsters, sanitation trucks are approx. 42 ft in length.)

SELECTION CRITERIA: appl_no='Z19070004'

M-^U Provide an AutoTurn exhibit utilizing a 42 ft. frontloading sanitation truck.

M-^U Water & sanitary sewer service to be provided to the site by Martin County.

M-^U Further review will be required.

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700.

REVIEW STOP: Z - ZONING
REV NO: 1 STATUS: F DATE: CONT ID:
REVIEW SENT BY: DATE: TIME: TIME SPENT: 0.00
REV RECEIVD BY: treetz DATE: 08/07/19 TIME: 16:32 SENT TO:

08/23/2019 Refer to Kimley Horn comments dated August 21 and respond in writing to each and resubmit with revised drawings.

Kimley»Horn

To: Tom Reetz
Senior Planner
City of Stuart Development Department

From: Kevin Roberson, P.E.
Kimley-Horn and Associates, Inc.

Date: October 8, 2019

Re: **Trillium Townhomes – Stuart, Florida – 3rd review**
RPUD Amendment Application and Small Scale Land Use Amendment Review – Engineering and Landscape

---

Dear Mr. Reetz,

Kimley-Horn has reviewed the re-submittal of the RPUD Amendment Application and the Small Scale Land Use Amendment Application and associated documents, dated October 4, 2019, provided to Kimley Horn on October 4, 2019, prepared by Lucido and Associates for the proposed Trillium Townhomes development in Stuart, Florida. Additional landscape plans and response to 2 comments were provided on October 7, 2019.

Based on the updated materials and response letters, we have no further comments.

Thank you for the opportunity to assist the City of Stuart in reviewing the noted project. Please contact us if you have any questions or need additional information.

Sincerely,

Kimley-Horn and Associates, Inc.



Kevin M. Roberson, P.E.
Vice President

Inst. # 2685382
Bk: 2982 Pg: 1278 Pages: 1 of 11
Recorded on:3/23/2018 2:59 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $95.00

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2363-2018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT(CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1533-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY 3.64 ACRES OF ON-SITE UPLAND PRESERVE ON PARCEL 6, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; PROVIDING THE BOUNDARY AND LEGAL DESCRIPTION OF THE REQUIRED UPLAND PRESERVE FOR A TOTAL OF APPROXIMATELY 8.29 ACRES ON PARCEL 6A, AS DEPICTED BY EXHIBIT "C" ATTACHED; THEREBY SATISFYING THE OBLIGATION TO PROVIDE THE REQUIRED UPLAND PRESERVE OF APPROXIMATELY 3.64 ACRES OF PARCEL 6 AND NEARBY UNDEVELOPED PARCELS, GOVERNED BY CPUD ORDINANCE NOs. 2361-2018 AND 2362-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

* * * * *

WHEREAS, the City Commission approved Ordinance No. 1533-97 which granted Commercial Planned Unit Development (CPUD) zoning for the subject property for that certain 55.83 acre of land located on the East side of SE Federal Highway between SE Miami Street and SE Market Place; and

WHEREAS, the City Commission approved major amendment to the CPUD by Ordinance No. 1915-2003 for development of Walmart Supercenter on a portion of a parcel; and

WHEREAS, the City Commission approved major amendment to the CPUD by Ordinance No. 2313-2015 for development of Aldi Food Store on a portion of a parcel; and

WHEREAS, an application for a major amendment to Ordinance No. 1533-97 was properly filed on behalf of the petitioner, Ted Glasrud (Owner) of Ted Glasrud Associates FL, LLC.

WHEREAS, the applicant, Ted Glasrud, recently purchased several large, scattered parcels including Parcels 6 and 6A, located on the East side of SE Federal Highway between SE Miami Street and SE Market Place and are legally described as set forth in **Exhibit "A"**; and

WHEREAS, the City's consultant, EW Consultants, Inc., has prepared an Environmental Inventory and Evaluation dated August 4, 2017 for the 10 parcels to provide the existing habitat characteristics and calculations of preservation requirements on each parcel and the basis to aggregate conservation areas in higher quality existing habitat and concurrently free up areas of lower ecological quality; and

WHEREAS, the consultant finds it advantageous to consolidate the required native upland preservation areas in order to increase ecological functions; and

WHEREAS, the applicant is seeking to terminate an obligation to provide a total of approximately 3.64 acres of on-site upland preserve on Parcel 6 and transfer of said obligation to adjacent undeveloped Parcel 6A,

WHEREAS, the applicant is seeking to provide aggregation of upland preservation for a total of approximately 8.29 acres on Parcel 6A consisting of superior quality habitat and satisfying the obligation to provide the required upland preserve of approximately 3.64 acres of Parcel 6 and nearby undeveloped parcels governed by Ordinance No. 2361-2018 and Ordinance No. 2362-2018 and as depicted on a Parcel Map in **Exhibit "B"** of this ordinance; and

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

WHEREAS, City's Local Planning Agency held a properly noticed public hearing at a regularly scheduled meeting on January 18, 2018, to consider a major amendment to Ordinance 2363-2018, and recommended approval to the City Commission; and

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

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City; and

WHEREAS, the CPUD is consistent with the Stuart Comprehensive Plan and the development will be in harmony with surrounding properties and their anticipated development.

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

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

SECTION 2: The legal description of the Parcels 6 and 6A is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A Parcel Map is attached hereto as **Exhibit "B"** and made a part hereof by reference. The conditions of development for the property are attached hereto as **Exhibit "C"** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The Owners' written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a "Development Agreement," as provided in Section 163.3221, Florida Statutes.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code. The failure of the owner to comply with the Development with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Owner to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing

before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) 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 CPUD property or any portion of the CPUD property.

c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

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

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

SECTION 8: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 9: The complete execution and recording of this ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

SECTION 10: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners', the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on First Reading this 12th day of FEBRUARY, 2018.

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

	YES	NO	ABSENT
KELLI GLASS-LEIGHTON, MAYOR	X		
BECKY BRUNER, VICE MAYOR	X		
EULA R. CLARK, COMMISSIONER	X		
THOMAS CAMPENNI, COMMISSIONER	X		
TROY A. MCDONALD, COMMISSIONER	X		

ADOPTED on second reading this 26th day of February, 2018.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Alicia Fisch
Print Name: Alicia Fisher

Print Name:

Ted Glasrud Associates FL, LLC.

By: _____
Ted Glasrud, Property Owner

OWNERS ACKNOWLEDGMENT

2363-2018 KB

The above Acceptance and Agreement of Ordinance No. ~~1333-17~~ was acknowledged before me this 13th day of March, 2018, by Ted Glasrud, Property Owner of Ted Glasrud Associates FL, LLC.

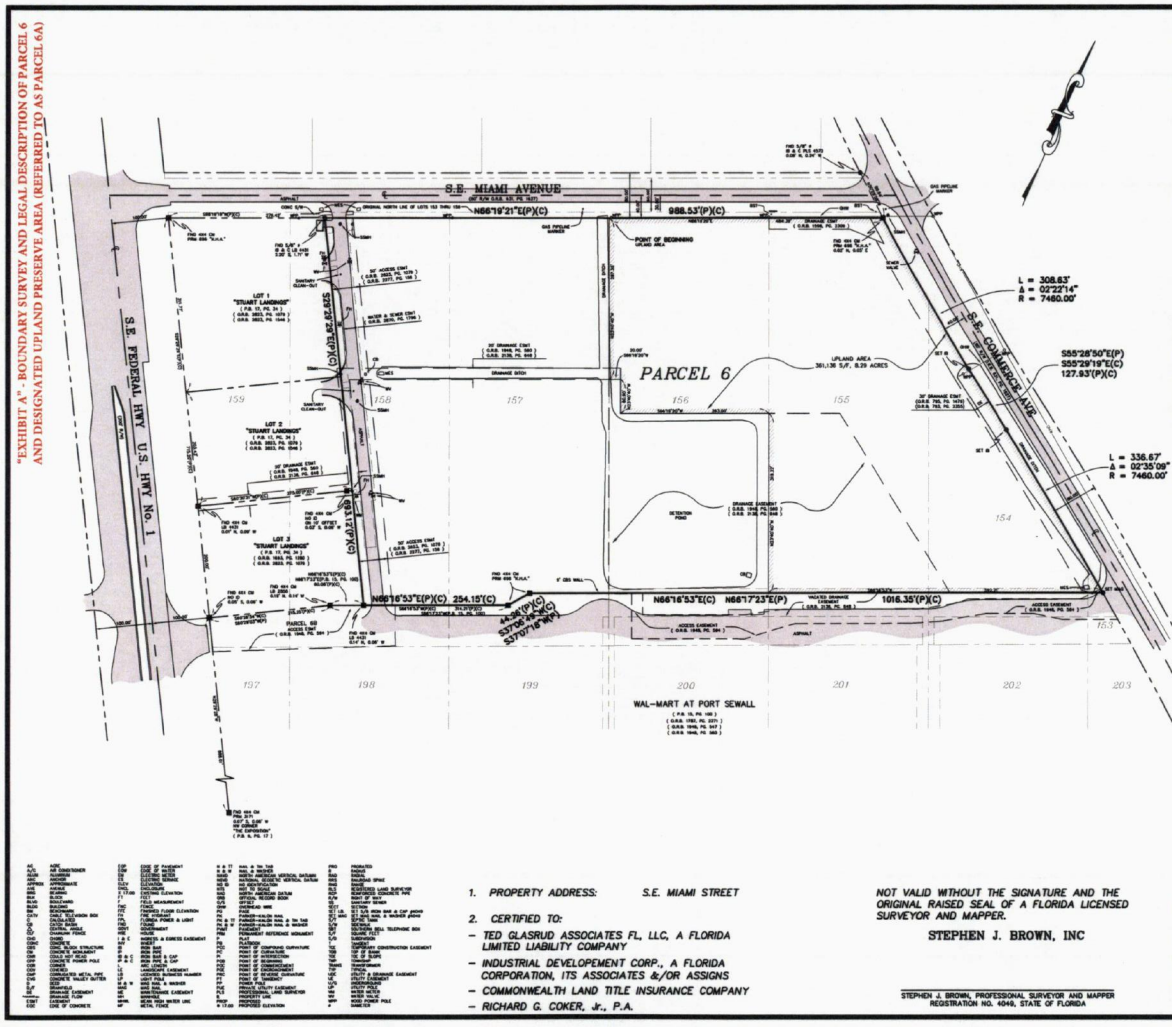
KRISTEN R BROWN
Notary Public - State of Florida
Commission # GG 138758
My Comm. Expires Sep 29, 2021
Bonded through National Notary Assn.

Kristen R Brown
Notary Public, State of Florida
My Commission Expires:
Notary Seal

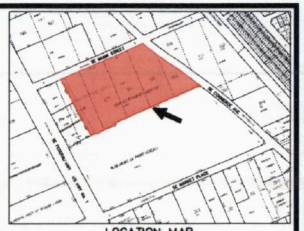
Personally Known ✓ OR Produced Identification _____
Type of Identification Produced ____

Page 8 of 12

"EXHIBIT A" - BOUNDARY SURVEY AND LEGAL DESCRIPTION OF PARCEL 6 AND DESIGNATED UPLAND PRESERVE AREA (REFERRED TO AS PARCEL 6A)



LOCATION MAP



LEGAL DESCRIPTION

PARCEL 6:

Tracts 154, 155, 156, 157 and 158 lying West of SE Commerce Avenue and South of SE Miami Street, Sewall's Point Land Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 3, Page 7 of the Public Records of Palm Beach (now Martin) County, Florida.

less and excepting lands conveyed to Harbor Federal Savings Bank recorded in Official Records Book 1693, Page 1280
and
less and excepting lands conveyed to Wal-Mart Stores East, LP recorded in Official Records Book 1948, Page 557
and
less and excepting lands conveyed to DHC Stuart Landings LLC recorded in Official Records Book 2823, Page 1546.

PARCEL 6B:

"Nonexclusive easements contained in Access Easement Agreement between Wal-Mart Stores East LP and Industrial Development Corp recorded in Official Records Book 1948 page 584".

UPLAND AREA: BEGINNING AT THE NORTHWEST CORNER OF TRACT 158, SAID PLAT OF SEWALL'S POINT LAND COMPANY SUBDIVISION, LESS THE RIGHT-OF-WAY AS CONVEYED IN OFFICIAL RECORDS BOOK 634, PAGE 1621, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN NORTH 89°52'20" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY OF S.E. MIAMI AVENUE, A DISTANCE OF 988.76 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF S.E. COMMERCE AVENUE, AS CONVEYED IN SAID OFFICIAL RECORDS BOOK 634, PAGE 1621; THENCE RUN SOUTH 55°29'19" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 127.93 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°22'14", TO A POINT OF TANGENCY; THENCE RUN SOUTH 55°28'50" EAST A DISTANCE OF 127.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE A RADIUS OF 7460.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°35'09", TO A POINT; THENCE RUN SOUTH 89°52'20" WEST, A DISTANCE OF 1016.35 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT 158; THENCE RUN NORTH 37°07'16" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 254.15 FEET TO A POINT; THENCE RUN NORTH 66°16'53" EAST, A DISTANCE OF 44.36 FEET TO A POINT; THENCE RUN NORTH 53°08'46" WEST, A DISTANCE OF 30.05 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 158; THENCE RUN NORTH 37°07'16" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 283.05 FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 361,136 S.F. 8.29 ACRES

COMMONWEALTH LAND TITLE COMMITMENT
SCHEDULE B SECTION II EXCEPTIONS
(AFFECTS PROPERTY, NOT PLOTTABLE)
(OTHER ITEMS PLOTTED AS SHOWN ON SURVEY)

ITEM #10 (O.R.B. 450, Pg. 945) (O.R.B. 450, Pg. 947) (O.R.B. 693, Pg. 267) (O.R.B. 1168, Pg. 1363)
ITEM #11 (O.R.B. 550, Pg. 2332)
ITEM #12 (O.R.B. 625, Pg. 1635)
ITEM #13 (O.R.B. 1277, Pg. 1707) (O.R.B. 1277, Pg. 1712) (O.R.B. 1782, Pg. 2271) (O.R.B. 2186, Pg. 2040)
ITEM #14 (O.R.B. 1948, Pg. 547)
ITEM #15 (O.R.B. 3050, Pg. 1660)
(DOES NOT AFFECT PROPERTY) ITEM #16 (D.B. 5, Pg. 566)

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

1. PROPERTY ADDRESS: S.E. MIAMI STREET

2. CERTIFIED TO:
- TED GLASRUD ASSOCIATES FL, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- INDUSTRIAL DEVELOPEMENT CORP., A FLORIDA CORPORATION, ITS ASSOCIATES &/OR ASSIGNS
- COMMONWEALTH LAND TITLE INSURANCE COMPANY
- RICHARD G. COKER, Jr., P.A.

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

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4048, STATE OF FLORIDA

Date of field survey: 01/23/2017

NOTES:
1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the Florida State Plane Coordinate System NAD1983/1990 adjusted, Florida East zone.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on bench mark N/A.
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0161G & 12085C0163G, dated 03/18/2015, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.

REVISIONS	BY
UPLAND AREA 10/19/2017	R.F.C.

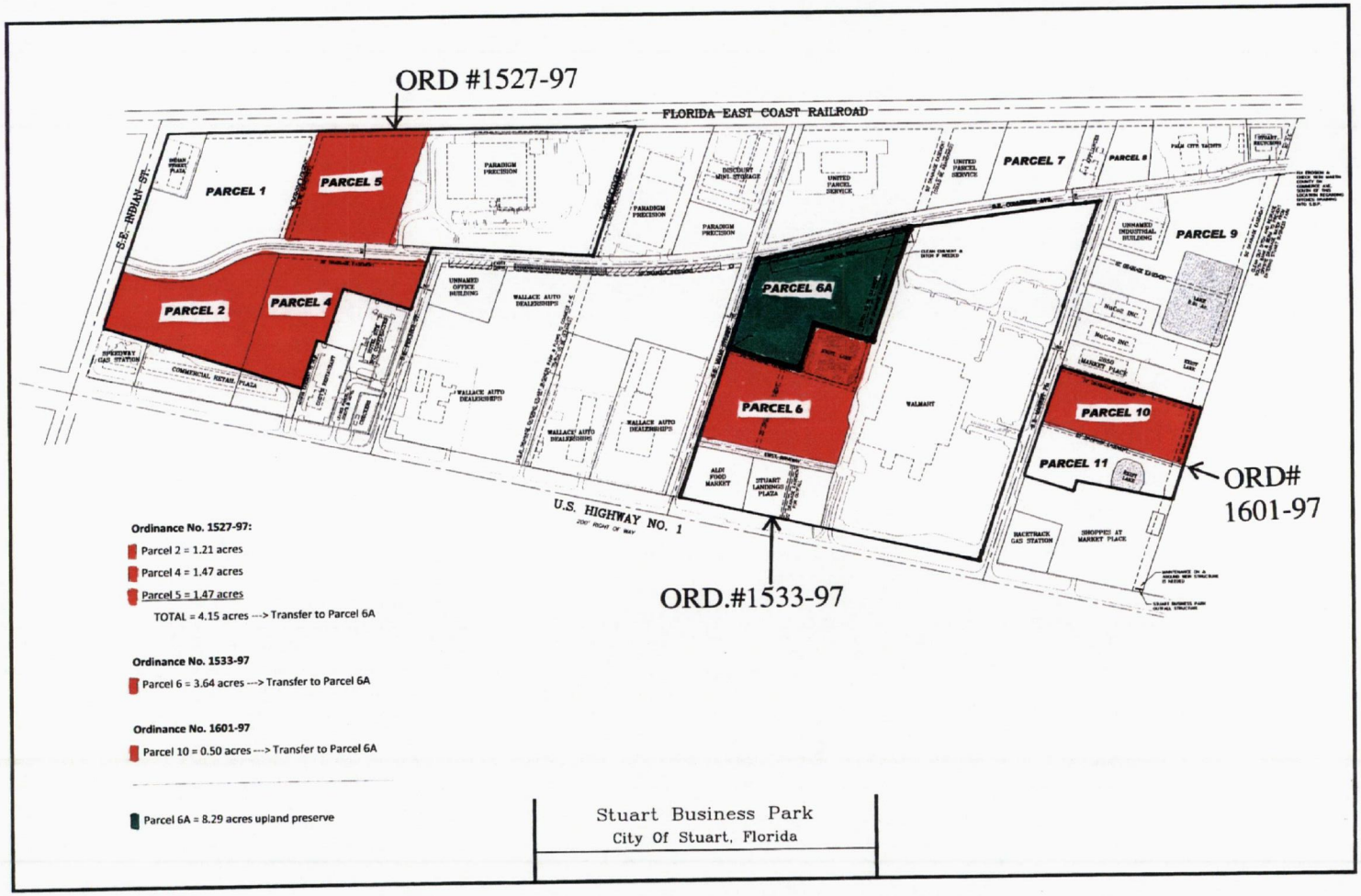
PREPARED FOR: TED GLASRUD ASSOCIATES FL, LLC

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER 6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE (772) 286-7176

BOUNDARY SURVEY

DRAWN	R.F.C.
CHECKED	S.J.B.
DATE	02/17/2017
SCALE	1" = 80'
JOB NO.	6986-06-01
SHEET	ONE

SHEET ONE OF ONE SHEETS



"EXHIBIT B" - PARCEL MAP

"EXHIBIT C"
DEVELOPMENT CONDITIONS
(Amendment to Ordinance No. 1527-97)

Amendment to the Ordinance Section:

SECTION 7: DEVELOPMENT STANDARDS. Review of the final development plan prior to adoption of the Rezoning Ordinance shall be governed by the following standards:

a. CPUD standards regarding circulation, parking, utilities, drainage, open space and all other applicable standards shall apply as described in the LDR except as may be modified as provided in the Rezoning Ordinance.

b. Not less than 25% of the CPUD shall be open space as defined in the LDR. Required open space may include native vegetation areas and required landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement. In the event less than 25% 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.

Amendment to the Master Commercial Planned Unit Development Agreement Development Conditions:

8. Excluding wetlands defined by the South Florida Water Management District, the required total of approximately 3.64 acres of on-site upland preserve on Parcel 6 shall be transferred to adjacent undeveloped Parcel 6A, consisting on 8.29 acres of superior quality habitat.

9. Prior to the development of other sites (Parcel 2, 4, 5, 6 and 10), the applicant shall prepare a Preservation Area Management Plan (PAMP) for the upland preserve area of approximately 8.29 acres on Parcel 6A that is acceptable to the City and shall be submitted no later than 12 months of this approval. The upland preserve area shall be the maintained by the property owner, including removal of any exotic vegetation. The upland preserve area shall be deeded to the City. The City reserves the right to assign a future land use designation of "Conservation" for the off-site upland preservation as described in the deed.

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-3599
Fax (772) 288-5305

City Clerk Department
Mary R. Kindel
Deputy City Clerk

mkindel@ci.stuart.fl.us

March 22, 2018

Clerk of the Circuit Court
Attn: Recording
P.O. Box 9016
Stuart, FL 34995

RE: PLEASE RECORD:
Ordinance No. 2363-2018 Amending Ordinance No. 1533-97; Upland Preserve/Ted Glasrud Associates FL, LLC

Please record the above named documents into the public records of Martin County. Upon completion, please return the original document back to my attention via inter-office mail.

Should you have any questions or comments, please do not hesitate to contact me at 772-288-3599 or mkindel@ci.stuart.fl.us.

Thank you,

Mary R. Kindel
Deputy City Clerk

Enc.

$103.50

The Palm Beach Post

Palm Beach Daily News | ideabar

ADVERTISING INVOICE

BILLED ACCOUNT NUMBER	BILLING DATE	TOTAL AMOUNT DUE	STATEMENT #
47003	02/19/2018	$450.64	

BILLING PERIOD	TERMS OF PAYMENT	PAGE #
2/16/2018	Upon Receipt	1 of 1

ADVERTISER CLIENT #	ADVERTISER/CLIENT NAME
47003	Stuart City Clerk, City of

Stuart City Clerk, City of
Cherie White
121 SW Flagler Ave
Stuart, FL 34994

For questions concerning this bill call 855-333-2676
If paid, please disregard. Thank You

Start/Stop	Newspaper Reference	Product	Description - Other Comments/Charges	Ad Size Billed Units	Times Run	Gross Amount	Net Amount
02/16/2018 02/26/2018	I00309614-02162018	The Palm Beach Post	NOTICE OF PROPOSED ORDINANCES AND SECOND PUBLIC ADOPTION HEARING NOTICE is hereby given as required by Chapter 166.041 Florida Statutes that the following Ord Legals Page B|9	1 x 131 L 131	1	$450.64	$450.64

2/19/2018 **Total Amount Due** **$450.64**

ORD.
2361-18
2362-18
2363-18

PURCHASE ORDER pc
VENDOR NO 1173.
DEPARTMENT 001 ACCT 208100
PROJECT NAME
PROJECT ACCT
APPROVED BY

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

STATEMENT #	BILLING DATE	TERMS OF PAYMENT	ADVERTISER CLIENT #	ADVERTISER/CLIENT NAME
	02/19/2018	Upon Receipt	47003	Stuart City Clerk, City of

Please send your payment to:

CMG - PBN Remittance Address
PO BOX 645098
CINCINNATI, OH 45264-5098

47003
Stuart City Clerk, City of
121 SW Flagler Ave
Stuart, FL 34994

TOTAL AMOUNT	AMOUNT ENCLOSED
$450.64	

00500000470030000047003000000000000045064 4

The Palm Beach Post

Palm Beach Daily News | ideabar

PROOF OF PUBLICATION

STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Tiffani Everett, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - Public Hearing was published in said newspaper on: first date of Publication 02/16/2018 and last date of Publication 02/16/2018. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

STUART CITY CLERK, CITY OF
121 SW FLAGLER AVE
STUART, FL 34994

Invoice/Order Number:	0000309614
Ad Cost:	$450.64
Paid:	$0.00
Balance Due:	$450.64

Signed _____
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 19th day of February, 2018 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____
(Notary)

NOTARY PUBLIC STATE OF OHIO

JUSTIN PETERSON, Notary Public
In and for the State of Ohio
My Commission Expires July 31, 2019

Please see Ad on following page(s).

STUART CITY CLERK, CITY OF
121 SW FLAGLER AVE
STUART, FL 34994

Invoice/Order Number:	0000309614
Ad Cost:	$450.64
Paid:	$0.00
Balance Due:	$450.64

NOTICE OF PROPOSED ORDINANCES AND SECOND PUBLIC ADOPTION HEARING

NOTICE is hereby given as required by Chapter 166.041 Florida Statutes that the following Ordinances will be produced in writing and adopted at a meeting of the City Commission of the City of Stuart, at City Hall, 121 SW Flagler Avenue on February 26, 2018 at 5:30 p.m. A full copy of said Ordinance, entitled hereafter, may be inspected at the Office of the City Clerk during regular business hours from this date forward. All interested parties may attend said meeting and be heard or send comments to the office mentioned above.

ORDINANCE No. 2361-2018; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1527-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY 4.15 ACRES OF ON-SITE UPLAND PRESERVE ON PARCELS 2, 4 AND 5, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

ORDINANCE No. 2362-2018; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT(CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1601-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY .50 ACRES OF ON-SITE UPLAND PRESERVE ON PARCEL 10, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

ORDINANCE No. 2363-2018; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AMENDING A COMMERCIAL PLANNED UNIT DEVELOPMENT(CPUD) AGREEMENT, ADOPTED BY ORDINANCE NO. 1533-97, THEREBY TERMINATING AN OBLIGATION CONTAINED THEREIN TO PROVIDE A TOTAL OF APPROXIMATELY 3.64 ACRES OF ON-SITE UPLAND PRESERVE ON PARCEL 6, AS DEPICTED BY EXHIBIT "A" ATTACHED; PROVIDING FOR THE TRANSFER FOR THE SAID OBLIGATION TO A NEARBY UNDEVELOPED PARCEL 6A, CONSISTING OF SUPERIOR QUALITY HABITAT, ALSO DEPICTED BY EXHIBIT "A" ATTACHED AND GOVERNED BY CPUD ORDINANCE NO. 2363-2018; PROVIDING THE BOUNDARY AND LEGAL DESCRIPTION OF THE REQUIRED UPLAND PRESERVE FOR A TOTAL OF APPROXIMATELY 8.29 ACRES ON PARCEL 6A, AS DEPICTED BY EXHIBIT "C" ATTACHED; THEREBY SATISFYING THE OBLIGATION TO PROVIDE THE REQUIRED UPLAND PRESERVE OF APPROXIMATELY 3.64 ACRES OF PARCEL 6 AND NEARBY UNDEVELOPED PARCELS, GOVERNED BY CPUD ORDI-

NANCE NUMBERS 2361-2018 AND 2362-2018; APPROVING CERTAIN CONDITIONS OF DEVELOPMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

Any person deciding to appeal any decision made by the Commission at the public hearing will need to ensure that a verbatim record of the proceedings is made. In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at 288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

STUART CITY COMMISSION
2-16/ 2018

0000309614-01

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD OCTOBER 17, 2019 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Michael Herbach
Vice Chair – Ryan Strom
Board Member – Li Roberts
Board Member – Larry Massing
Board Member – Campbell Rich
Board Member – Bill Mathers
Board Member – Christina de la Vega
Ex Officio – Garrett Grabowski

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

3. TRILLIUM RPUD - FIRST READING (QUASI-JUDICIAL)(RC): ORDINANCE No. 2419-2019: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND US MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 9.45 ACRE PORTION OF A 49.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OW NED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH OF SE MIAMI

STREET ABUTTING THE NORTH SIDE OF WALMART AND EAST OF STUART LANDINGS, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE TRILLIUM RPUD CONSISTING OF SEVENTY SIX (76) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT W ITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Doug Fitzwater, Lucido & Associates
Donte Fegary, Meritage Homes 6:43 PM
Tom Reetz, Senior Planner 6:54 PM

BOARD COMMENT: 6:57 PM

Cristina de la Vega would like to know how much commercial land we have available in the City of Stuart that we are so willing to let commercial land turn into commercial. This request is taking commercial property that brings in tax dollars into multifamily residential.

Kev Freeman said that there is a transition happening across the country in terms of land use. The city has a housing deficit. Staff have attended workshops and have been instructed by city commission to recognize that we need to supply more housing in town for people that are working in town. The market is transitioning, and we are seeing applications that are looking to transfer from commercial to residential FLU are in locations that lend themselves to this transition, to be more of a mixed-use city that has more of a balanced revenue.

Cristina de la Vega said that she agreed, but that there are a lot of high intense commercial things in this area and it is not a fuzzy location where people want to live. She said that the applicant is going with industrial chic to blend in with the other companies around. She said that this is the center for commercial industry in Stuart. She is concerned about the weather and environment not being suited for the design of housing.

Li Roberts said she noticed on page 123 of 128, number7 said she does not think the average price point that they are suggesting is going to support young professionals. She asked about the calculations of the parking indicated in the specific site plan.

Doug Fitzwater discussed how the parking calculation was done.

Li Roberts said that the way parking is distributed needs to be revisited. She is concerned about how much property will be in the back of each property only being 8 feet and thinks that is way too tight with a privacy fence, plants and air conditioning. She said she is assuming staff is satisfied with the firetruck turn and auto turn calculation, but the plan is missing a gate and fence diagram, lighting and mail kiosk.

Donte Fegary said that in regards to lighting, FPL will not look at any site plan until it is approved. They will meet all of their standards in the meantime.

Li Roberts said the pieces of lighting that are attached to the building need to be shown.

Donte Fegary said that they will have that reviewed during the building permit process.

Li Roberts asked about mail pickup.

Donte Fegary said that the mail kiosk will be similar to the Seaside project and will be where the cabana and pool are located. There will be plenty of parking spaces available for people to pick up their mail and there will be a specified parking sign for the mail carrier.

Li Roberts recommended that staff require a few parking spaces be designated for mail pickup only. She is concerned because she has observed what has happened in our area and people are stopping as close as they can on the streets to get their mail.

Donte Fegary said that there will be a sign posted in these spots.

Li Roberts reiterated that if the project moves forward than there will need to be designated parking spots.

Tom Reetz asked for an exact number.

Li Roberts said she does not know, but that is something that needs to be worked out. She said she would bet money that people will park in the road if there are no spaces. She said that the site plan needs to indicate where you have stop signs. She asked if there is anyone living there right now.

Donte Fegary said that there are no homes located on the site, but there are some folks currently living there. He said they are working with code enforcement and the property owner. He said it is a concern for Meritage Homes and displacing those folks but the seller will be managing that.

Kev Freeman said we make them aware that services are available, and we will notify and advise the property owner that those are available.

Li Roberts said on page 210 of 228 at the bottom there is a note and she wanted to make sure that was correct and requested where to find it.

Tom Reetz said that he included all review comments in process, and it came to individual pickup. It will be in the final Public Works review and brought up Dave Peters to clarify.

Dave Peters said that as long as the property owner's association agrees to pay for trash pickup and not individuals, we are ok with it. Since water and sewer services are provided by Martin County, we have no control.

Tom Reetz said that was included in the condition.

Li Roberts asked how wide the single car garage is.

Donte Fegary said that he did not recall, but the containers will be stored in garages.

Li Roberts said that she appreciates the need for housing and the price point, but the justification for work force housing is not at the right price point. She thinks the number of units is way too high.

Donte said that the base units will start at $250, and that is attainable. He said it is the same pricing as Seaside project.

Li Roberts said that she understood, but Seaside is different because it wasn't being built as workforce housing.

Tom Reetz clarified how many units per acre and what our code allows.

Li Roberts said that in doing the 15 by acre by right, which is multi-family, has setback requirements.

Tom Reetz confirmed that was correct and we do have some flexibility because it is a PUD. Some of those would be the upland preserve and open space.

Li Roberts asked for confirmation about the by-right code for the development. She suggested that is they are trying to get 76 units then maybe they should go up with the parcel.

Kev Freeman said that the market is showing that people want to buy this type of unit. The preference is small homes, limited yard space, home ownership, proximity to amenities and that is why this parcel is attractive. This is where are shortfall is in the City of Stuart. He does not believe that the price point is too far off from what the SHIP housing table would show.

Larry Massing said that no one is arguing with that, but the location of where this is trying to be squeezed into will cause people to complain.

Donte Fegary said that they spent a lot of time on looking at data and researching on what we should do and how we need to do it for highest and best use. All data pointed to this

buyer profile. He said in Palm Beach County they have a work force housing ordinance, which is completely different and explained the buyer profile he has witnessed.

Cristina de la Vega said that he is choosing the most commercial hub in the city to build this and it is a high industrial site.

Donte Fegary said that he lives in a place that is similar in Boynton Beach and he likes the convenience of being close to everything.

Cristina de la Vega confirmed that he is asking for a zoning change.

Campbell Rich asked Li Roberts what she would consider a reasonable house pricing.

Li Roberts said less than $200,000.

Campbell Rich said that maybe the City has to make more of an effort to provide affordable housing.

Larry Massing said he would not believe the controversy the Flamingo affordable housing project created.

Discussion about past affordable housing projects occurred.

Campbell Rich said that if they are going to build then they should go up.

Donte Fegary said they are not able to do that because they do not have a three-story product. He said the buyer profile is different, so it is a completely different type of living than a condo. He described why they made the design plan they did for the community.

Campbell Rich asked about the Blue Field Ranch memorandum regarding the Industrial Development Corporation.

Donte Fegary said there was a previous property owner before Glassrud and they must have purchased it from them.

Campbell Rich asked about the means of mitigating the water basin.

Kev agreed the order of criteria.

Campbell Rich asked if we try to find a more desirable means of mitigating it.

Kev Freeman explained that is why they bring it to the board.

Campbell Rich asked about the letter on August 28, 2019 that references the 2012 letter.

Ed Weinberg, environmental consultant on the project said that the letter was dated back to 2012 when industrial corporation paid for the mitigation related to Aldi all the way to Walmart. At the time, it was required to be mitigated since it was a much larger property. He said the City had mitigation in place for seven years without having impact the wetland. He discussed the watersheds and the benefits and locations of them.

Cristina de la Vega asked about changing the runoff.

Ed Weinberg explained why that could not be changed.

Doug Fitzwater said regarding open space, the Walmart pond is part of the Trillium project and is being purchased.

Cristina de le Vega confirmed that they are purchasing the Walmart pond which is already existing.

Doug Fitzwater explained the open space that they are claiming.

Campbell Rich asked if Walmart was required to have something that large.

Melissa Corbett from the Milcor Group and the civil engineer for the project said that storm water system was a master system which its retention pond serves Aldi, Walmart, Aspen Dental. She said the South Florida Water Management District permit states that any additional parcel within the center must provide their own on-site stormwater management system that is why we built it this way.

Campbell Rich asked about the dates in a letter regarding wetlands.

Ed Weinberg said that when Ted Glassrud purchased the properties there was a different consultant who secured an informal wetland determination from SFWMD, that did not reflect the wetland line that was already approved. It is only a matter of how the line was shifted to reflect a previous approved line. He said as of today it is 1.38 acres.

Campbell Rich questioned the timeline and laws of the boundaries.

Kev Freeman said this is a legal matter and he does not have research at hand to speak on the matter.

Ed Weinberg clarified the order of process to secure a wetland line at the South Florida Water Management District.

Michael Herbach said that this happens a lot and went on to explain the process.

Cristina de la Vega asked if they have found any golfer tortoises on the property.

Ed Weinberg said not yet, but they have not completed a full survey. He said the surveys only last 90 days and we are still far out in the planning process.

Campbell Rich asked what a standard practice is to see what animals are on the premises.

Ed Weinberg said the standard practice is to spend a day or two each of the months given. We updated the report in July and went back to the site to update our observations to reflect that date.

Campbell Rich asked about gofer tortoises being mentioned in the report.

Ed Weinberg said that just because they did not see them, there is still potential of occurrence due to the habitat on the land. There is a survey methodology that requires parallel transects that are less than 10 meters apart that is a 100% habitat survey and will happen much closer to development and requires a City of Stuart authorization. They have done 25-30% of the survey.

Campbell Rich asked if the City of Stuart hired him to do this.

Ed Weinberg said that Meritage Homes did.

Campbell Rich asked about the process of doing the environmental surveys and their timeline.

Ed Weinberg confirmed the process of how the surveys have been conducted.

Campbell Rich asked why parcel 6A, the preserve is superior habitat according to Ed's report.

Ed described why the parcel was considered superior.

Cristina de la Vega added that it was adjacent to the Walmart preserve.

Campbell Rich asked about an attachment to the ordinance regarding the Preserve Area Management Plan.

Tom Reetz said explained why the 12 months passed and the City did not notify the owner of that condition that required the PAMP since then the parcel has been deeded to the City. At this point it is the City's responsibility to create a PAMP plan and we still need to do it.

Campbell Rich confirmed that we do own the property and asked for the value of the piece that was given.

Tom Reetz said that he was not sure, but probably 10 million plus.

Michael Herbach shared his thoughts about waste receptacle placement.

Donte Fegary explained the reasoning behind why they designed it that way and that those conditions will be in HOA documents.

Michael Herbach asked if they were going to restrict having satellite dishes on the buildings.

Donte Fegary said that as developers they hire out a management company and they sit on the Homeowners Association board. It helps them enforce and navigate through the deed restrictions.

Michael Herbach said that he does not mind the development as it is on paper, he only minds the area. He is concerned about Walmart unloading trucks at night and does not think it is the proper site for this type of development.

Donte Fegary said the burden will be left on us if the public does not want it.

Donte Fegary gave an example of where he lives and thinks that some people won't mind that in a surrounding area based on the studies they have done.

Michael Herbach asked where the school bus stop would be.

Donte Fegary said that it would stop on the street next to the sidewalk like other areas.

Cristina de la Vega asked if the road behind Aldi was public.

Donte Fegary said they are doing some road work for that road and are still in working discussion for improvements.

Campbell Rich asked what the minimum number of parking spaces required.

Tom said it would be in the site plan.

Doug Fitzwater said that it would be two parking spaces for the size of the units that we have. It requires 152 spaces; we are providing 177 spaces and parking does not include the driveway parking for two-bedroom units.

Li Roberts confirmed they are 16% above the minimum. She asked staff what happens if she did not approve this project in a motion what would happen to the project.

Tom Reetz confirmed that the boards role is to make a recommendation of approval or not, but if you happen to not approve the project the applicant can still go to the City Commission with non-approval.

Li Roberts asked if at that point if the City Commission doesn't approve them, they would have to come back with a new project. She said on the other hand, if the applicant withdrew in order to fix something there is the possibility they would get it.

Kev Freeman said there are options, from what he has observed the question is, is this land use change acceptable and supported by the LPA. He said he doesn't think there is anything the applicant/hoe builder could do to propose a commercial development at this location.

Li Roberts said that there are some conditions under which she thinks this land use change would be acceptable.

Kev Freeman said that if she has an idea of what would be acceptable he would recommend putting that in the motion.

Li Roberts said she thought the applicant was more qualified to make that decision. She said for example, it would be acceptable to have greater setbacks and not be as dense. She said for me to be specific that puts me in a role that is not appropriate and is for an applicant to decide.

Kev Freeman said it would be to ask the applicant if they would come back and address the boards concerns and continue with a new site plan.

Li Roberts asked the applicant to come forward and say that they will address some of these concerns and come back.

Kev said right now there are three options. One, recommend approval. Two, recommend denial. Three, speak with applicant to see if they would agree to a continuous.

Campbell Rich said regardless of what we decide they could still say they will take their chances at City Commission.

Li Roberts confirmed that this would have to happen before the vote.

Donte Fegary said that they have exceeded the parking requirement and they are below the density so he would like to know how many units are acceptable.

Li Roberts said that it is more about the setbacks and density. She would like to know how they plan to mitigate that.

Donte Fegary went on to explain how the setbacks will be designed and asked for a number from Li Roberts of how many units would be acceptable. He said at the end of the day it is a financial matter, although he wants to work through it with the board because it is a good project.

Michael Herbach said the board recommends the applicant to say that they are going to redo the site plan to have bigger setbacks and lower density footprint.

Li Roberts said that she is about to vote and if they want the board's approval then they need to jump in and work with the board.

Donte Fegary said that he is trying to understand and find the happy medium. He asked if staff would reduce the front setback.

Kev Freeman said that they can rotate where the townhomes are located.

Donte Fegary said that will create other problems and that they have looked into it before.

Kev Freeman said the front of the homes would act like a wall or fence, behind the homes would be the gated community.

Michael Herbach said that they need to have a bigger back patio, move the pool and 10 ft brick wall to block Walmart noise and replace with townhomes. The board is agreeing to that, he said he was not saying the applicant needs to do that, but it seems to be what the board wants.

Cristina de la Vega suggested that the board make a motion because they can't reconstruct the plan in five minutes.

Donte Fegary addressed some of the boards concerns. He said the plan was well planned out and they took staff recommendations and he is willing to continue to take suggestions. If the center pond on our site was not required it would not be as confined of a site. In the end, we thought we were considerate when putting the plan together and is the best use of the site. He said that he still needs a magic number for density concerns.

Kev Freeman asked the applicant what he meant by front setback.

Cristina de la Vega made her motion.

Donte Fugary asked if she was denying it because of strictly land use.

Michael Herbach said that it is tightness outside the townhomes that do not allow for Florida amenities, such as a place to BBQ. There are multiple concerns more than land use change it is the location of the site with surrounding commercial buildings.

Donte Fegary said that he respected the opinions of the board, but there are projects and developments that are within this same predicament. He said that when residents purchase a home they are aware of what is going on around them. As an example, the homes that were built across the street is doing well.

Cristina de la Vega said that it is not in an industrial park and explained the issues she had with it.

Donte Fegary confirmed the motion.

PUBLIC COMMENTS: None.

MOTION:
Action: Deny because to change from commercial to residential it is not a compatible land use for the surrounding area.
Moved by: Cristina de la Vega
Second by: Larry Massing
Motion passed with Li Roberts opposing.



City of Stuart Housing Report

Suzanne Cabrera Consulting
May 15, 2018

Background

The City of Stuart received the Department of Economic Opportunity (DEO) Competitive Florida Partnership Grant, which is a two-year program that provides technical assistance and support from the DEO to improve the communities through an asset-based economic development strategy.

One portion of that grant requires development of an affordable action housing plan recognizing the inextricable link between housing and economic development. Without a sufficient supply of affordable housing, employers can be at a competitive disadvantage because of their subsequent difficulty attracting and retaining workers. Housing costs are among the top five factors affecting where households choose to live and work.

The cost of housing in most urban areas in the U.S. has increased at a significantly faster rate than incomes in the last few decades. This trend has created a jobs/housing mismatch that is a big concern for business considering relocation to the area or in some cases away from the area if the expanded workforce cannot be adequately housed. The jobs/housing mismatch has more severe consequences for low-wage employees, who may be forced to choose either substandard housing or face long commute times which affects their quality of life.

To help curb this problem, business and housing groups need to work together to plan for adequate housing. Local, state, and federal policies should also advocate for housing policies that facilitate the development of housing units serving their workforce. This report will detail best practices and recommend strategies that will further the goal of supporting economic growth and development while providing housing that is appropriate, affordable and sustainable for its workforce.

Defining the Issue

Defining the population covered by “affordable” or “workforce” housing is important to understanding the issue. The term “affordable” housing carries the connotation of public or Section 8 housing. Many low wage earners fit in this category and have access to resources for housing through a public housing authority development/voucher or be able to qualify for a LIHTC (Low Income Housing Tax Credit) development. The “workforce” category more broadly covers wage earners who may not have access to any type of assistance or subsidy, but are often cost burdened. The term “attainable” housing has come into favor because it covers all housing types and simply refers to the notion that an “attainable” home is one where people spend no more than 30% of their income on housing. The chart below defines the most commonly used definitions and income levels for various categories.

Martin County AMI (Area Median Income) for 2018 is $ 60,500*

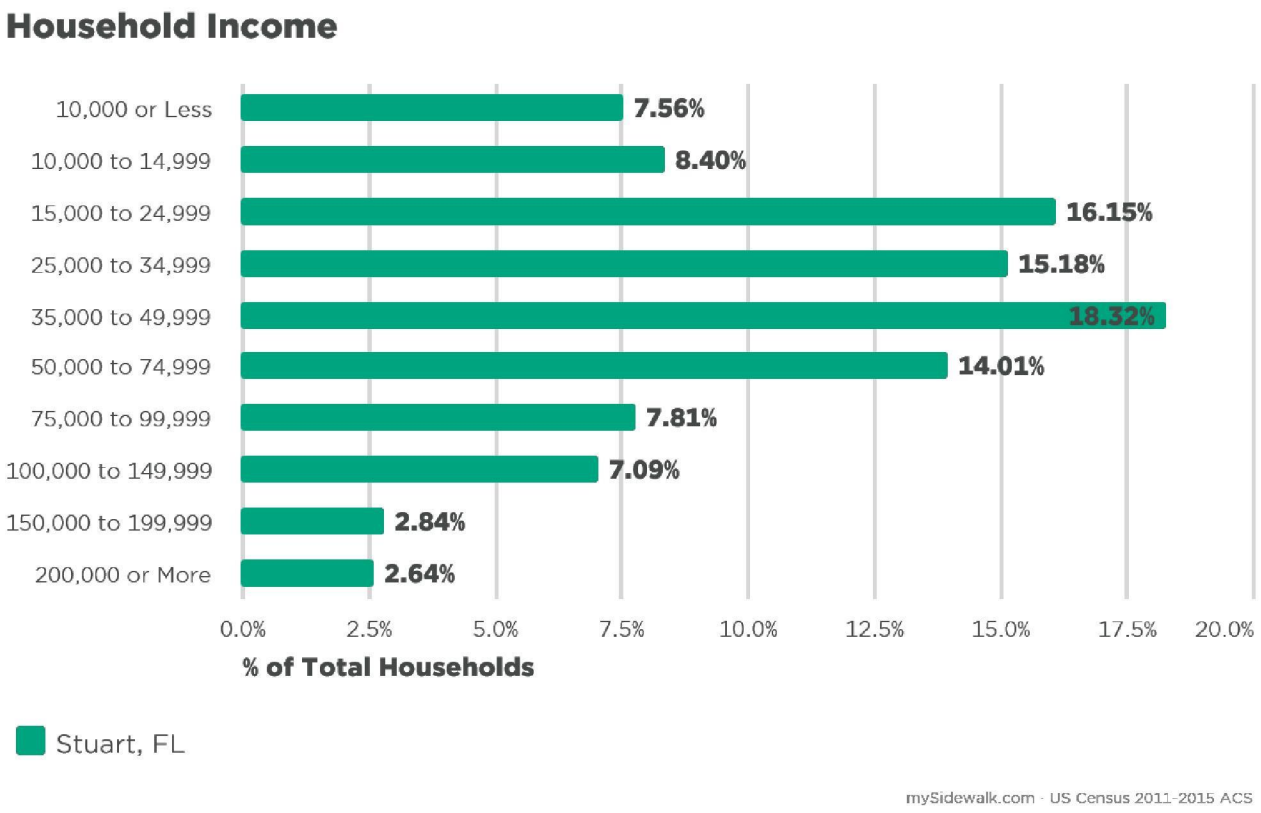
Income Category	Top AMI %	1 person	Top Price	Family of 4	Top Price
Extremely Low Income	30% AMI	$ 12,750	$ 38,250	$ 25,100	$ 75,300
Very Low Income	50% AMI	$ 21,200	$ 63,600	$ 30,250	$ 90,750
Low Income	80% AMI	$ 33,900	$ 101,700	$ 48,400	$ 145,200
Moderate	120% AMI	$ 50,880	$ 152,640	$ 72,600	$ 217,800
Workforce	140% AMI	$ 59,360	$ 178,080	$ 84,700	$ 254,100

The average home price in Martin County in March of 2018 was $370,000 and for Stuart it was $221,657. The standard guideline for housing costs is 3 times your annual salary although some sources say this is not accurate for Florida due to insurance costs. This means the average home in Martin County is unaffordable to the workforce and the average home in Stuart is barely affordable to the highest workforce category. Even when the City attempts to attract high wage jobs, the housing costs make relocating to the area a challenge. The essential workforce needed to support those jobs (teachers, childcare workers, retail, etc.) are extremely cost burdened and effectively priced out of the homeownership market and struggle in the rental market.

*As calculated by HUD for median family income (reference HUD Data Sets 2018)

Homeownership Affordability Challenges

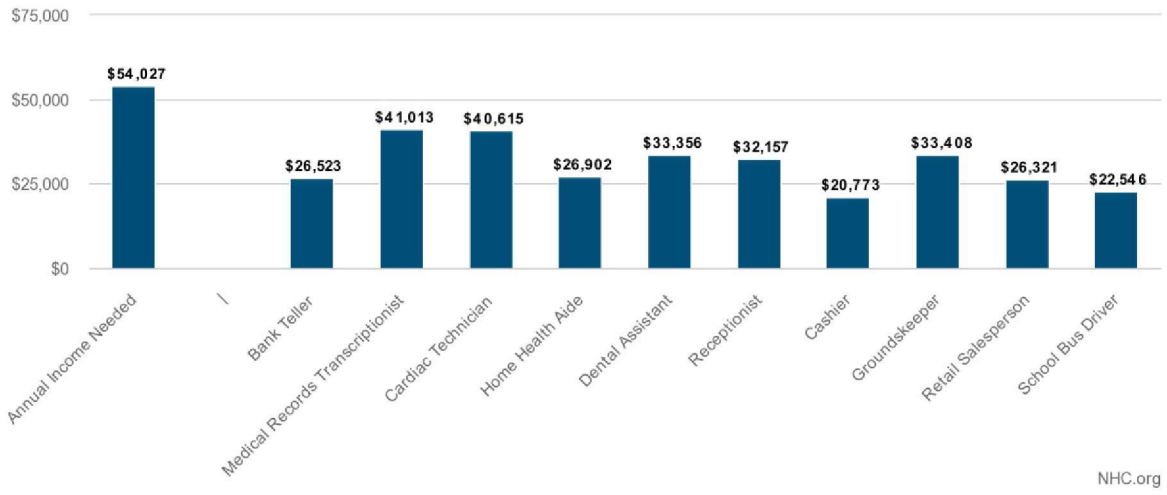
Like many municipalities in South Florida, Stuart has a lack of housing that is affordable to those making the average household income, usually well below the median income, which is currently $36,500 for the City.



Homeownership is out of reach for the average family which needs approximately $54,000 to afford even a modestly priced home in the City. The problem is compounded by the fact that Stuart is surrounded by wealthy communities such as Palm City and Sewalls Point which makes the Area Median Income (AMI) much higher. This is important to Stuart households because many of the down payment assistance (DPA) and subsidy programs are based on the county's AMI, not average wages.

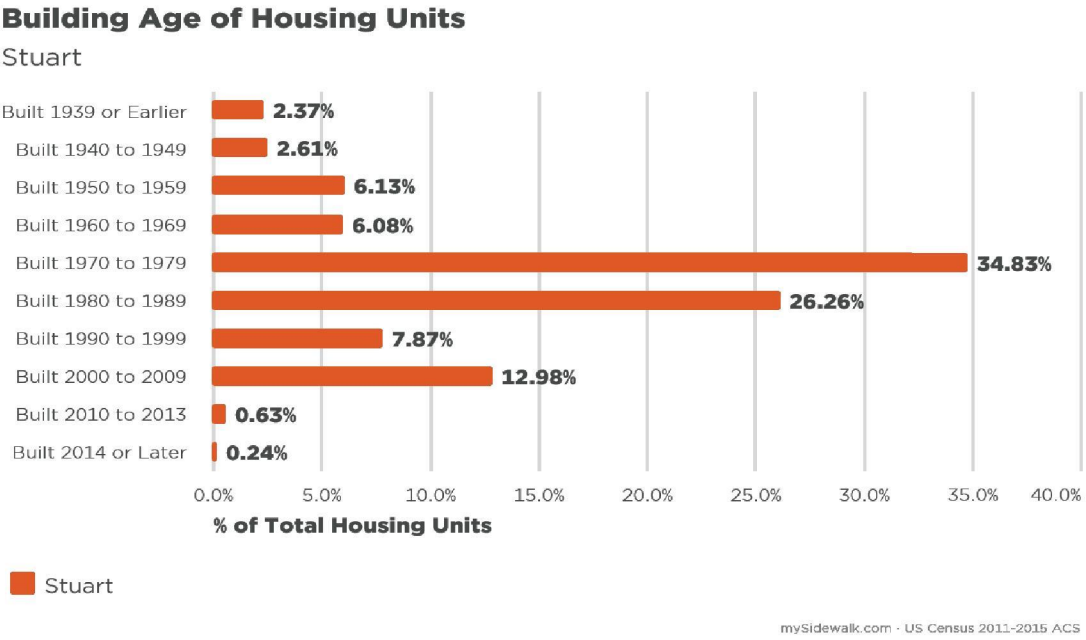
A survey of occupations show that leading categories are priced out of the homeownership market. Allied health professionals make up a large percentage of the jobs in the city but with the exception of doctors and nurses, most of these occupations are priced out of the market.

Homeownership Affordability Chart



Existing Housing Stock

There are opportunities to buy “attainable” older homes in areas of the City but those present challenges. The existing housing stock is older with 78 percent of the stock being built prior to 1989 meaning the average home is more than 30 years old. Many of the homes require rehabilitation and renovation. They also require hardening to meet updated codes. Building codes changed significantly in 1992 and have been continually updated to meet the severity of storms impacting the area.



Lending Challenges

Lenders will not typically approve a loan on home unless they meet a minimal standard. Buying an older home almost ensures that significant renovations will be required before the lender will offer a conventional loan at competitive prices. A specialty lending product, such as FHA 203K loan, is required to be able to purchase a home that needs even moderate renovation. Becoming a new homeowner is challenging but the added complication of undertaking purchase rehab is almost impossible for buyers of modest means or first time buyers at any income level. They will typically have to pay rent and the mortgage while the home is under renovation increasing their housing costs for a period of time. There are lending products that offer a combined mortgage/renovation loan such as Fannie Mae's *Homestyle* loan which also offers a loan based on the value of the fully renovated home. These products also offer one closing and less fees making purchase/renovation possible but a survey of banks showed that no local lenders currently offer this type of product. Some lenders indicated they would look into offering these products if there is enough demand.

Rental Affordability Challenges

Affordable rental housing presents a special challenge to Stuart residents because of the method in which rent is calculated. Rent levels are typically based on the Area Median Income for the geographic area or MSA (Metropolitan Statistical Area). Stuart is in the middle of some very wealthy areas, such as Palm City, where the household income is over $107,000. This has the effect of keeping rents weighted on the higher side even for subsidized units. The cost for a two bedroom apartment, even in a tax credit subsidized apartment, will be $1,360 per month. The cost for a market rate apartment will be substantially higher. Once again many of the average employees are cost burdened in the rental market paying well beyond the recommended 30% of their income.

Rent Limits for SHIP Program

County (Metro)	Percentage Category	Rent Limit by Number of Bedrooms in Unit					
		0	1	2	3	4	5
Martin County	30%	318	365	519	681	843	968
(PSL MSA)	50%	530	567	681	786	877	968
	80%	847	908	1,090	1,258	1,403	1,549
Median: 60,500	120%	1,272	1,362	1,635	1,888	2,106	2,325
	140%	1,484	1,589	1,907	2,203	2,457	2,712

Rent limit chart from the Florida Housing Finance Corporation

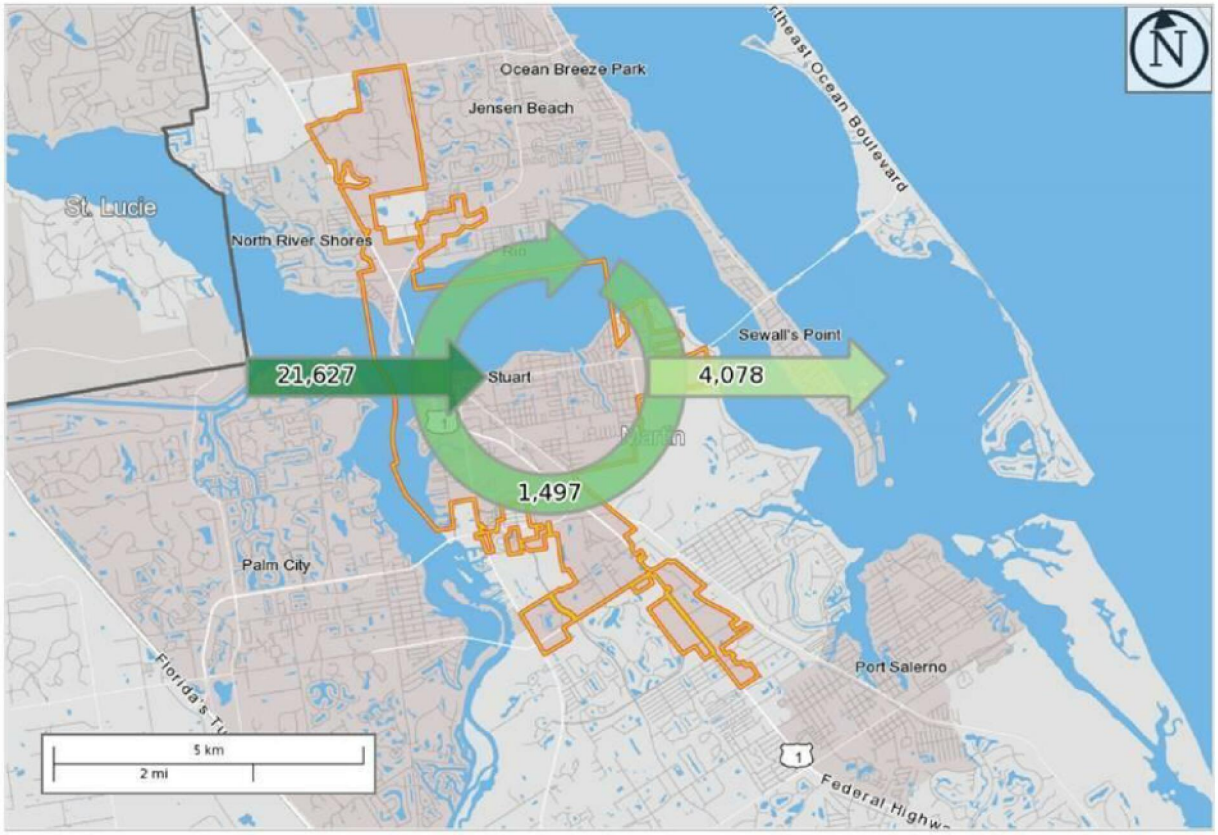
Rental units are particularly important in attracting new business and their employees. Residents who are new to the area will typically rent as a first step in relocating to the area. New, high quality units are important in attracting residents to the community. The rental market is also challenging for many of the leading occupations in the City. An average salary of $41,360 is required to afford a two bedroom unit. The average rent for a 2-bedroom unit in 2018 is $1,363 per month.

Housing and Transportation

By taking into account the cost of housing as well as the cost of transportation, H+T calculation provides a more comprehensive understanding of the affordability of an area. This is important for the City of Stuart because a majority of workers commute to jobs within the City.

Inflow/Outflow Counts of Primary Jobs for Selection Area in 2014

All Workers



Map Legend

Selection Areas
- Analysis Selection

Inflow/Outflow
- Employed and Live in Selection Area
- Employed in Selection Area, Live Outside
- Live in Selection Area, Employed Outside

Note: Overlay arrows do not indicate directionality of worker flow between home and employment locations.

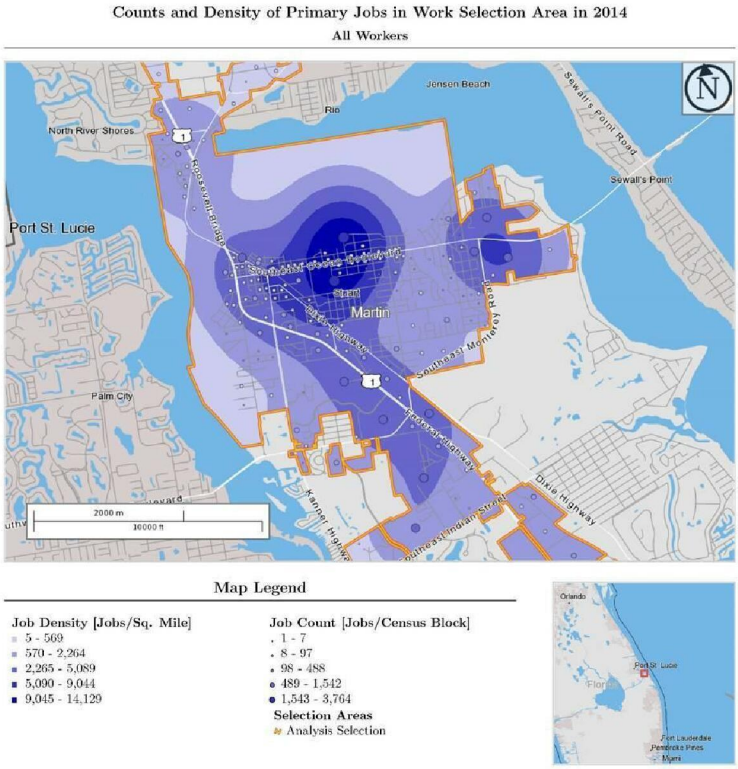


Traditional measures of housing affordability ignore transportation costs. Typically a household's second-largest expenditure, transportation costs, are largely a function of the characteristics of the neighborhood in which a household chooses to live. Compact and dynamic neighborhoods with walkable streets and high access to jobs, transit, and a wide variety of businesses are more efficient, affordable, and sustainable.

While housing alone is traditionally deemed affordable when consuming no more than 30% of income, the H+T Index incorporates transportation costs—usually a household's second-largest expense—to show that location-efficient places can be more livable and affordable.

Martin County Housing and Transportation Index

Costs	Percent of Income
Housing Costs as a Percent of Income	38% of Total Income
Transportation Costs as a Percent of Income	27% of Total Income
Housing + Transportation as a Percent of Income	64% of Total Income

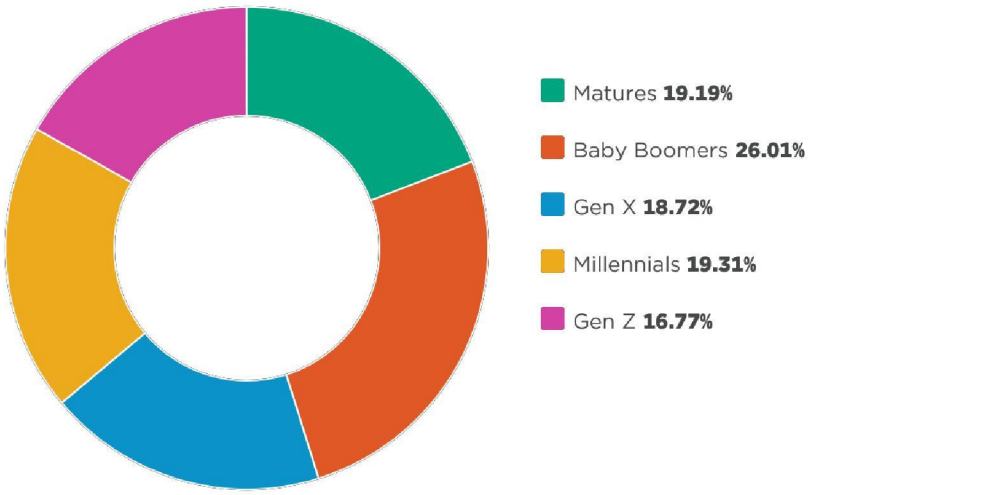


Characteristics of Target Populations

The median age of Stuart's population is 45.7, several years younger than Martin County's overall median age of 50.7, but still older than Florida's overall median age of 41.4. This suggests that Stuart's urban lifestyle is more appealing to younger residents. Over 45% of Stuart's residents belong to either the Baby Boomer or Mature generations.

As these generations age, Stuart will need to attract prime working age professionals in order to maintain its economic vitality. In order to attract this younger demographic, affordable and varied housing options will be required.

Generations
Stuart



mySidewalk.com · US Census 2011-2015 ACS

Recommendations

Recommendations were driven by the factors listed above in this report and also take into account feedback from City Commissioners, City and County Staff, the Business Community, non-profits, and residents.

1. Education: Elected officials are expected to be experts on a wide variety of topics but are also challenged with limited time for training and research. The amount of information on housing issues can be overwhelming but critical to making informed decisions about housing policy. A focused training with community experts would be a way for elected officials to learn about the role and legal responsibilities in addressing affordable housing. Issues that could be highlighted include:
    - Why affordable/workforce housing is critical to the community and economic development
    - The continuum of affordable/workforce housing options
    - Federal, state and local funding sources that can be used to fund a housing strategy
    - NIMBYism (Not in My Backyard) and how to combat it
    - Tools that can be used to create greater affordable housing opportunities

    A great example of an educational program for elected officials was a program conducted by the Institute for Good Government. The Treasure Coast Regional Planning Council (TCRPC) and the SFRPC (South Florida Regional Planning Council) are interested in bringing this type of program to the Treasure Coast area. A full agenda and more information on the program is included as an exhibit.

2. Housing Symposium: In conducting interviews for this report many people expressed an interest in learning about new ideas and concepts in housing in order to be able to offer diverse housing choices that appeal to a wide range of incomes, ages, culture and lifestyles. It would also be an opportunity to educate and garner interest/support among the community including residents, employers and housing stakeholder (Realtors, Housing Counselors, Lenders, etc.) Surrounding communities have done similar events and have offered assistance with recruiting speakers for an event of this type. Martin County staff members have also expressed interest in an event of this type so it could be a regional effort. Information on similar events is included as an exhibit.

3. Workforce Housing Survey: This will help quantify the needs of the workforce in the community. A survey of top employers should be undertaken to determine housing needs for current and future employees. A survey of housing preferences (rental, for-sale, amenities, and tradeoffs) should also be conducted among current and potential employees of existing and target businesses. The results of a thorough study will help inform housing policy. A sample proposal for funding is included as an exhibit.

4. Loan Pool for Buyer Assistance/Renovation: Renovation and redevelopment of infill housing offers the best opportunity for enhancing housing options since the City is approaching buildout. Unfortunately the traditional lending products used for these types of activities such as the 203k loan are not offered by many lenders. Local lenders should be approached about creating a loan pool to provide funding for down payment assistance and renovation. If created, this loan pool should generate enough income to become self-sustaining. In the meantime an effort should be made to encourage lenders to offer products like FHA's 203K or Fannie Mae's Homestyle product which are not ideal for first time homebuyers but still can be used for renovation loans. Information on specialty renovation/purchase products is included as an exhibit.

5. TOD – Transit Oriented Development: A focus on the development of new housing in areas adjacent to employment centers & transportation options will help build walkable, urban living environment to which millennials and young professionals are attracted. Research into what types of housing and mixed use projects thrive in similar environments should be conducted. The Workforce Housing Survey, if conducted, would provide critical input into what current and future employees desire in terms of housing and amenities. Incentive programs should be developed to encourage the type of development desired and to promote the inclusion of workforce units.

6. Consider Underlying Multifamily Residential Zoning of Commercial Property: The demise of the "big box" store or 1970's era strip center continues to be an issue. The city could amend their comprehensive land use plans and zoning codes to assign property in each commercial category a multifamily residential zoning overlay (i.e., allowing for redevelopment without a comprehensive land use plan change or rezoning), but only if a predesignated percentage of those units will be used for attainable housing, preferably creating a mixed income scenario. This same concept should be explored for other nonresidential zoning categories. Information on the conversion of "strip malls" is included as an exhibit.

7. Model Affordable / Workforce Housing Codes: Instead of dealing with affordable/ workforce issues on a piecemeal basis, municipalities should address their concerns on a comprehensive basis and adopt comprehensive housing codes. For example, density could be offered as an incentive for developers who are willing to include a percentage of below market rate units as part of their residential projects. In this manner, the City could design a code that would support the types of housing policy the City wants to promote. A model code is included as an exhibit.

8. Continued Support of CRA Redevelopment Activities: Redevelopment plays a critical role in the economic development opportunities for the City. Tax increment revenues are a source of funding for these efforts which were discussed and supported in previous economic development workshops:
    - Increasing variety of housing options available
    - Focusing on street level neighborhood improvements
    - Expand and better market existing housing rehabilitation programs such as the CRA paint up and façade improvement programs, in order to ensure that the City's housing stock remains viable for its future as well as current residents.
    - Continue to offer grants and loans for historic façade restoration through the CRA

9. Preservation/Creation of Affordable Housing Assets: A continued focus on the improvement and preservation of existing affordable housing assets will provide housing options for the service economy that supports economic development. Housing for workers making 30 percent or less of AMI ($25,100 for a family of four) is critical to providing essential services to the community. This includes occupations such as childcare workers, health aides, retail and hospitality, landscaping, etc. Strategies for this recommendation include:
    - Workshop/Collaboration with the Stuart Housing Authority which provides an important source of affordable rentals for low wage professions.
    - Continue to partner with Habitat for Humanity to build new affordable homes and create new opportunities for homeownership in the City of Stuart.
    - Partnership with the Housing Solutions Taskforce, a nonprofit planning to undertake affordable housing development.

10. Funding to Coordinate Housing Efforts: The City of Stuart recognizes that housing and neighborhood renewal play an important role in maintaining and enhancing the economic health and vibrancy of the overall community. Given this recognition, resources should be committed to a coordinated housing effort. The current staff will not have the capacity/time to implement recommendations so the last recommendation that either a staff person be hired or and an RFP be created to hire a consultant to coordinate housing activities.

Regional Housing Collaboration

Regionalism is important to the housing discussion. Shared investment and responsibility has to be the hallmark of regional cooperation ensuring housing costs will not be a barrier to retention and recruitment of business. Costs have been increasing in areas that have traditionally provided workforce housing such as Port St. Lucie. Emerging areas such as Indiantown may provide some units but not all potential employers will want to commute to a "bedroom community" and gas prices always effect the willingness to commute. Workforce housing must be a shared responsibility in order to ensure the economic viability of Stuart and all of Martin County. A list of Guiding Principles & Actions for regional housing efforts is included as an attachment.

Research and Input

The plan had a very tight timeframe due to staff turnover and difficulty in locating a consultant to complete the work in a short time frame. In creating this Housing Report, comprehensive review of the relevant reports and data was conducted. Stakeholder engagement was limited due to time constraints. Due to the limited timeframe the consultant had a phone interview with all City Commissioners. Meeting were held with city staff and county staff, several non-profits, two developers and several city residents. Existing documents and studies were reviewed to incorporate previous research and stakeholder input.

Documents Reviewed include:

- City of Stuart Economic Development Strategy Plan
- DEO Data Mapping
- Martin County LHAP (Local Affordable Housing Plan)
- SHIP Brochure
- City of Stuart Comprehensive Plan –Housing Element
- City of Stuart Strategic Goals

Report Submitted by:
Suzanne Cabrera Consulting
Suzanne Cabrera – President
www.suzannecabreraconsulting.com
suzannecabreraconsutling@gmail.com

Exhibits

Exhibit #	Title
1	Martin County Board of Realtors Monthly Market Summary March 2018
2	ALICE Report (Asset Limited Income Constrained Employed) Martin
3	Housing & Transportation Report Summary
4	Good Government Training (Article and Agenda for Housing)
5	Housing Summit (Program for May 31, 2017 Event)
6	Housing Preference Survey Proposal
7	Renovation/Rehab Loan Products (203K and HomeStyle)
8	Key Guidelines for Developing Adaptive-Reuse Projects
9	Strip Mall Redevelopment
10	Workforce Housing: Barriers, Solutions, and Model Programs
11	Housing Incentive Strategy Report
12	Guiding Principles and Actions for Regional Efforts