



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD December 9, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

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

ADMINISTRATIVE

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - MR. CHAZ RUSSELL AND THE 10TH STREET GOLDEN PANS STEEL DRUM BAND
2. SELECTION OF MAYOR AND VICE MAYOR

PROCLAMATIONS

PRESENTATIONS

3. SERVICE AWARDS - DECEMBER
4. EMPLOYEE OF THE MONTH - DECEMBER
5. "STUART- THE LAST 50 YEARS" BY ALICE LUCKHARDT, STUART HERITAGE AND 'HISTORIC ART MARKER 360 VIDEO PROGRAM.'
6. PUBLIC WORKS COMPLEX MOVE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

CONSENT CALENDAR

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

7. APPROVAL OF 11/25/2019 CCM MINUTES (RC)

8. APPROVAL OF 2020 MEETING CALENDAR (RC)

9. 2020 SUCCESSION LIST UPDATE FOR CITY MANAGER, CITY ATTORNEY, AND DEPARTMENT DIRECTORS. (RC)

10. COMMISSION LIAISON AND AT LARGE APPOINTMENTS / RE-APPOINTMENTS TO ADVISORY BOARDS OF THE CITY. (RC)

11. AWARD ITB 2020-101 FLORIDAN AQUIFER TEST WELL (RC):

RESOLUTION No. 95-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-101, FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF \$1,332,425.00 TO ALL WEBBS ENTERPRISES, INC OF JUPITER, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. ADOPTING FINAL BUDGET AMENDMENT FOR FY 2019 (RC):

RESOLUTION No. 106-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING THE FINAL BUDGETS OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. AWARD OF CONTRACT FOR WATER & WASTEWATER REPAIR SERVICES (RC):

RESOLUTION No. 110-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2020-100, CONTRACT FOR WATER & WASTEWATER REPAIR SERVICES, TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER TO HINTERLAND GROUP, INC. OF STUART, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. RENEWAL OF RFP #2019-200, TEMPORARY EMPLOYEE SERVICES (RC):

RESOLUTION No. 111-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW RFP NO. 2019-200: TEMPORARY EMPLOYEE SERVICES WITH GL STAFFING SERVICES, INC., OF STUART FLORIDA, EXPRESS EMPLOYMENT PROFESSIONALS OF STUART, FLORIDA AND MANPOWER OF STUART, FLORIDA ON AN "AS NEEDED" BASIS, FOR THE 1ST RENEWAL OF FOUR POSSIBLE RENEWAL PERIODS THROUGH JANUARY 14, 2021 PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. CITY SUPPORT FOR MARTIN MPO's SUN TRAIL PROGRAM REQUEST FOR SAILFISH CAPITAL TRAIL (RC):

RESOLUTION No. 112-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE SUBMITTAL OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO) SHARED-USE NON-MOTORIZED (SUN) TRAIL PROGRAM REQUEST FOR FUNDING A SHARED-USE PATH ALONG THE DIXIE HIGHWAY CORRIDOR BETWEEN SE GRAFTON AVENUE AND NW WRIGHT BOULEVARD THAT WILL SERVE AS A SEGMENT OF THE EAST COAST GREENWAY. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

16. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS.

17. BY-LAWS OF 2020 STUART CHARTER ADVISORY BOARD (RC):

RESOLUTION No. 114-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING A CITY CHARTER REVIEW ADVISORY BOARD, AND PROVIDING AN EFFECTIVE DATE.

18. INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR DIRECT RADIO COMMUNICATION (RC):

RESOLUTION No. 113-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND MARTIN COUNTY ("COUNTY") TO PROVIDE DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC SAFETY ANSWERING POINTS AND ON-DUTY CITY PERSONNEL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

19. 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.

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: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - MR. CHAZ RUSSELL AND THE 10TH STREET GOLDEN PANS STEEL DRUM BAND

Summary Explanation/Background Information on Agenda Request:

Mr. Chaz Russell teaches steel drumming to students at the 10th Street Recreation Center. He and several students, called the 10th Street Golden Pans will entertain the crowd with some holiday favorites.

Funding Source:

N/A

Recommended Action:

Enjoy the music!

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

SELECTION OF MAYOR AND VICE MAYOR

Summary Explanation/Background Information on Agenda Request:

This is the annual reorganization of the City Commission. Each year, the City Commission has the opportunity to elect and name a Mayor and Vice Mayor, as the presiding officers of the City Commission. The City Charter (Sec 7.09 (a)) does not prescribe a method for this reorganization, except that at the "second Monday in December of each year the City Commission shall select from its membership a mayor and vice mayor". Historically, the City Commission has rotated the mayor's position among its members, and most typically chooses the vice-mayor as the new mayor. This has been a tradition in the City for the past several years. Also typically, the outgoing Mayor makes a few remarks, and then turns the "gavel" over to the incoming Mayor, who also makes a few remarks, and then presides at the meeting.

Funding Source:

N/A

Recommended Action:

Selection of Mayor and Vice Mayor

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/9/2019

Prepared by: R. Johnson

Title of Item:

SERVICE AWARDS - DECEMBER

Summary Explanation/Background Information on Agenda Request:

Jonathan Hatch	Fire Rescue	5 years
Vito Lorenzo	Police	5 years
Kyle Osinga	Police	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

EMPLOYEE OF THE MONTH - DECEMBER

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Present Award.

ATTACHMENTS:

Description	Upload Date	Type
□ Dec. 2019 EOM	12/2/2019	Backup Material

Darcee

Good evening Madam Mayor, Vice Mayor, and commissioners. For the record SN, building official. Tonight, I have the pleasure of introducing you to the employee of the month. Before doing so I would like to thank the Mayor Brunner for her service over the past year. As you have found out being mayor is not the easiest job but as an employee as well as a resident of Stuart, I certainly appreciate the work and effort you have put forth this past year.

Back to the business at hand, Darcee started with the city in Aug of 2018. We were fortunate to lure her away from one of our vendors in the private sector. Before becoming a permit tech, Darcee worked for an engineering firm that helped do inspections for our city before we began doing all are own inspections. This experience has helped her fit right into her position so much so that I forget she's only been here a little over a year. Permit Technicians are the front door of the building department to the public. Her personality is perfect for dealing with the citizens of Stuart. She always has a fantastic attitude when dealing with our customers no matter what the situation. She has an incredible amount of patience when dealing with a few of our contractors who feel they are the only person in the world and can do no wrong. There is certainly a fine line between great customer service and being someone's punching bag. I can't express how much I appreciate how she handles herself and deflects a lot of the nonsense away from me so I can deal with the important issues. She never complains but just soldiers on. While I'm out in the field I always get compliments from contractors on how they like dealing with Darcee. For a BO that makes my job enjoyable. I've worked for multiple jurisdictions and I can tell you that right now the city of Stuart has the best building department in the area if not the entire state and It's because of employee's like Darcee that I can stand here and say this. It's hard to find employee's that give 110% every day and the city is fortunate to have Darcee working for us. She is currently studying to take the test to become an ICC certified permit tech. This is one more way that she will help to elevate the professionalism of our building department.

For these reasons, I'm honored to present to you Darcee Pilarski as employee of the month.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 12/9/2019

Prepared by: jchrulski

Title of Item:

"STUART- THE LAST 50 YEARS" BY ALICE LUCKHARDT, STUART HERITAGE
AND 'HISTORIC ART MARKER 360 VIDEO PROGRAM.'

Summary Explanation/Background Information on Agenda Request:

Alice Luckhardt (Stuart Heritage) will present a Power Point presentation describing the City of Stuart during the past 50 years. In addition, Rick Miller will demonstrate the new 'Stuart 360 Video program' that will highlight the Sailfish Historic Art Markers.

Funding Source:

N/A

Recommended Action:

Enjoy the presentation.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

PUBLIC WORKS COMPLEX MOVE

Summary Explanation/Background Information on Agenda Request:

Public Meetings were held on September 17, 2019 and November 13, 2019 to share information with the Community regarding the new City of Stuart Public Works Complex and to solicit input from the neighborhood regarding the new facility.

The proposed Publics Works Complex is planned to be constructed on City owned property adjacent to the existing City of Stuart Water Treatment Plant site, at the corner of SE Palm Beach Road and SE 10th Street.

The presentation will describe the proposed improvements as well as a tentative schedule for the project.

Funding Source:

Funding for the design of the Public Works Complex was included in the FY20 budget.

Recommended Action:

Provide feedback regarding the presentation.

ATTACHMENTS:

Description	Upload Date	Type
□ Presentation	11/26/2019	Presentation



South-East View

City of Stuart Public Works Complex

12092019 CCM

CONCEPT DESIGN
PROPOSAL SHEET



NOT TO SCALE
September 16, 2019

ARC3
Parsons
architecture



North-West View

City of Stuart Public Works Complex

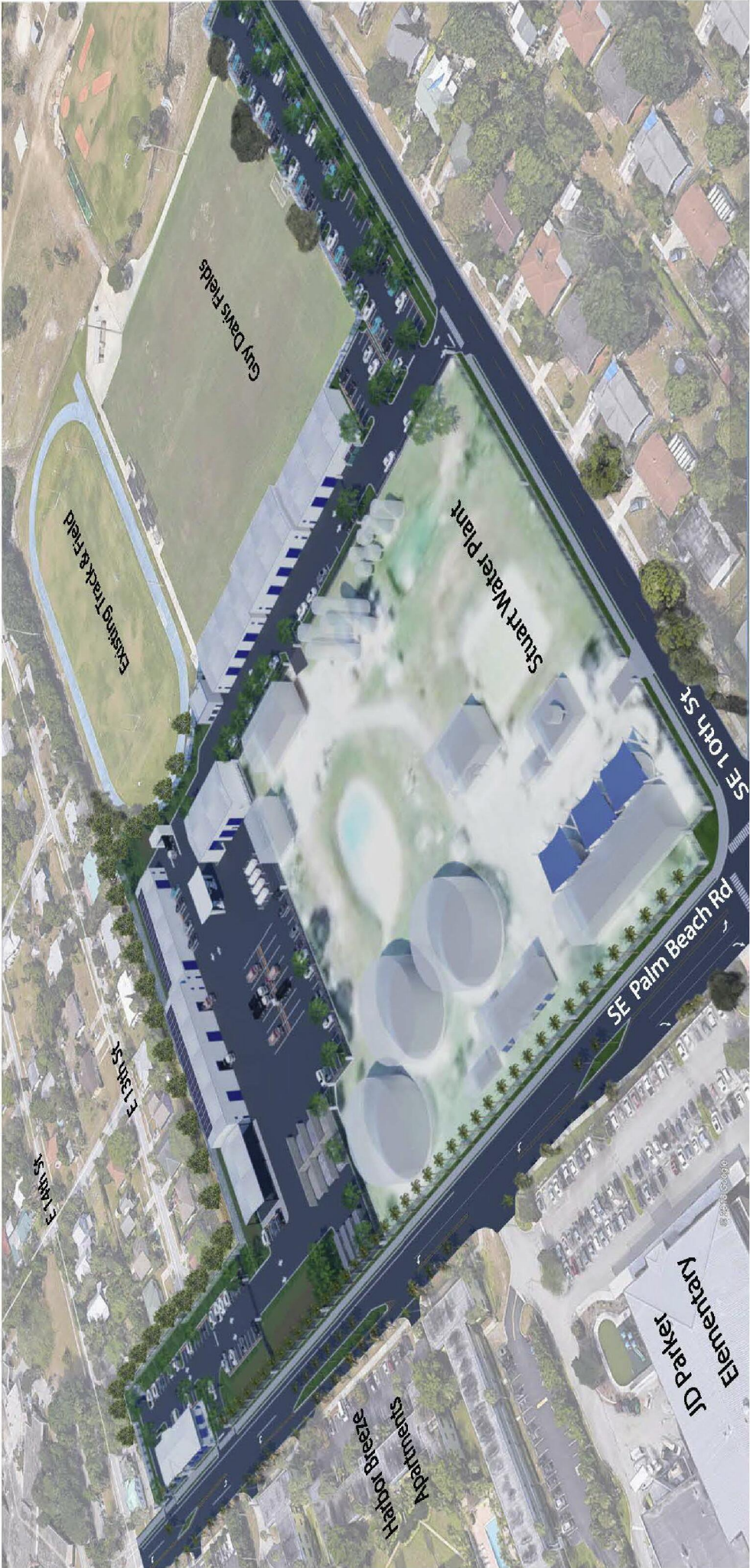
12092019 CCM

CONCEPT DESIGN
PROPOSAL SHEET

D

NOT TO SCALE
September 16, 2019

ARC3
architecture



North-East View

City of Stuart Public Works Complex

CONCEPT DESIGN
PROPOSAL SHEET





Public Works Administration Center - Front View

City of Stuart Public Works Complex

12092019 CCM

B

CONCEPT DESIGN
PROPOSAL SHEET

NOT TO SCALE
September 12, 2019

ARC3
Parsons
architecture



Public Works Administration Center - Rear Entrance View

City of Stuart Public Works Complex

12092019 CCM

CONCEPT DESIGN
PROPOSAL SHEET

A

NOT TO SCALE
September 12, 2019

ARC3
Page 17 of 23
Architecture

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 11/25/2019 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
11/25/2019 CCM Minutes	12/4/2019	Attachment

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



5:50 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. NOVEMBER SERVICE AWARDS

Heather Stoltenberg	Police	5 years (not present)
Timothy Voelker	Public Works	5 years
Jeremiah Walton	Public Works	25 years
William Reker	Public Works	30 years



5:36 PM 2. EMPLOYEE OF THE MONTH - NOVEMBER 2019

**David Peters, Public Works Director announced Ms. Karla Noguera of Customer
Service as November's Employee of the Month.**

 5:38 PM David Peters made a special announcement that in early morning on Friday, November 22nd, Mr. Eddie Robinson and co-worker, Ricky Roundtree where waiting in a City vehicle on a train when Roundtree went unconscious behind the wheel. Robinson immediately acted, secured the vehicle and performed CPR on Roundtree until Police and Fire Rescue arrived. Police Chief Tumminelli recognized Mr. Robinson by issuing him a Lifesaving Commendation Award. Acting Fire Chief, Troy Bowser commended Robinson and explained that he did everything right, resulting in Mr. Roundtree's recent release from the hospital. The Police and Fire Rescue officers that assisted on the 22nd, came forward, joined Mr. Robinson and were all recognized with awards.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- Commented that she is sad to report that Dr. Jones, JD Parker Principal had been transferred to Hidden Oaks Middle School. He has done great things for that school and will be missed but offers well wishes.
- Commented that one month after the Pelican Café lease was approved, it was put on the market for sale. Feels the Commission did the right thing.
- Wishes all a Happy Thanksgiving.

Commissioner Matheson

- Thanked all the Commissioners, City Manager, and City Attorney for their actions on the Pelican Café, feels disappointed.
- Thankful for his role as Commissioner, the confidence of the public, and the City staff. Wishes all a wonderful and relaxing Thanksgiving.

Commissioner Meier

- Proud that they all stood up for the taxpayer in the Pelican Café lease.
- Thankful for Ricky and glad he is doing well, Eddie Robinson for his heroic efforts, and all staff involved in rescuing Ricky. Thankful for the residents, staff and his fellow Commissioners.
- Commented on taking the time this season to think of those in our community who may be struggling and not making ends meet.
- Commented on the nice cleanup event in East Stuart that was put together by Pastor Jerry Gore.
- Request to pull Item #4 for discussion.

Vice Mayor Clarke

- Commented in agreement with Commissioners about the Pelican Café.
- Complimented Milton Leggett, the Police Department, Fire Department, and all the departments for the jobs they do.
- Commented on a suggestion of having a first responders plaque on the wall for public recognition.
- Thankful for being able to work together and wishes all a Happy Thanksgiving.

Mayor Bruner

- No Comments.

COMMENTS BY CITY MANAGER

- Announced the upcoming events; Christmas Parade on December 6th at 7 p.m. and the Tree Lighting by the Riverwalk on November 29th from 4 to 7 p.m.
- Reported that the Turf Replacement Program has been posted on the City's Facebook page and that a seminar will be held on December 10th at 6 p.m. at the Fairgrounds.

APPROVAL OF AGENDA



6:01 PM Motion: Move approval of the Agenda with Item #4 pulled.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

- 1) Tom Campenni – St. Lucie Crescent; Commented on the annual Thanksgiving Feed in which the City Manager, Police Chief, other Officers were there, along with Cleveland Clinic, the School Board and others and they served 1,800 meals at Gertrude Walden, doing another nice thing in the community.
- 2) Jerry Gore – Lake Street; Thanked Commissioner Meier for joining their cleanup and is happy to see the community come together.

CONSENT CALENDAR

3. APPROVAL OF 11/12/2019 CCM MINUTES

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

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:

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:

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

 **6:05 PM Motion: Move approval of the Consent pulling Item #4.**
Moved by: Commissioner Meier
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

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

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.

Commissioner Meier requested clarification on the service, the total members of the public using the service, and signage.

Public Comment:

- 1) Armond Pasquale – Commented that the traffic with the valet parking is busy and the location of Colorado causes safety problems.**

 **6:10 PM Motion: Move approval.**
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Meier
Motion passed unanimously.  **6:12 PM**

COMMISSION ACTION

ORDINANCE FIRST READING

 **6:12 PM 7. AMENDMENT TO THE NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD) (QUASIJUDICIAL):**

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 BETW EEN 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.

Commissioner Matheson completed Form 8B and is abstaining from this vote.

4 People sworn; Kevin Freeman and Stephen Mayer, City of Stuart Development Department, Bob Kuoppala of Kuoppala and Associates, Nik Schroth of NAI Southcoast.

Bob Kuoppala presented the project and explained the phases.

Stephen Mayer reviewed staff's plans and recommended approval with condition revisions.

 **6:36 PM Motion: Move approval of this Ordinance with all the staff comments to be included in the action.**

Moved by: Vice Mayor Clarke

Seconded by: Commissioner Glass Leighton

Motion passed unanimously, Matheson abstained.

ORDINANCE SECOND 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.



6:38 PM Motion: Move approval of Ordinance No. 2419-2019.
Moved by: Commissioner Meier
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION



6:39 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 9th day of December, 2019.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 2020 MEETING CALENDAR (RC)

Summary Explanation/Background Information on Agenda Request:

The City Charter requires two meetings per month. Pursuant to Resolution, the City Commission has directed that the meetings occur on the second and fourth Monday of the month. The normal commission meetings are scheduled to begin at 5:30 p.m.

The meeting calendar has been reviewed and approved by applicable departments for accuracy.

Funding Source:

N/A

Recommended Action:

Approve 2020 Meeting Calendar.

ATTACHMENTS:

Description	Upload Date	Type
2020 Meeting Calendar	11/25/2019	Attachment



City of Stuart 2020 Meeting Calendar



1 New Year's Day Holiday 7 CRB Meeting 4:00pm 13 City Commission Meeting 5:30pm 16 LPA Meeting 5:30pm 20 Martin Luther King Jr Holiday 23 BOA Meeting 5:30pm 27 CRA/CRB/CCM Meeting 4:30pm 27 City Commission Meeting 5:30pm	January						
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
3 CRB Meeting 4:00pm 9 City Commission Meeting 5:30pm 19 LPA Meeting 5:30pm 23 CRA Meeting 5:00pm 23 City Commission Meeting 5:30pm 26 BOA Meeting 5:30pm	March						
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				
5 CRB Meeting 4:00pm 11 City Commission Meeting 5:30pm 21 LPA Meeting 5:30pm 25 Memorial Day Holiday 26 CRA Meeting 5:00pm 26 City Commission Meeting 5:30pm 28 BOA Meeting 5:30pm	May						
	S	M	T	W	T	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
3 4th of July Holiday 7 CRB Meeting 4:00pm 13 City Commission Meeting 5:30pm 16 LPA Meeting 5:30pm 23 BOA Meeting 5:30pm 27 CRA/CRB/CCM Meeting 4:30pm 27 City Commission Meeting 5:30pm	July						
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	
1 CRB Meeting 4:00pm 7 Labor Day Holiday 14 City Commission Meeting 5:30pm 17 LPA Meeting 5:30pm 24 BOA Meeting 5:30pm 28 CRA Meeting 5:00pm 28 City Commission Meeting 5:30pm	September						
	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			
4 CRB Meeting 4:00pm 9 City Commission Meeting 5:30pm 11 Veterans Day Holiday 12 LPA Meeting 5:30pm 19 BOA Meeting 5:30pm 23 CRA Meeting 5:00pm 23 City Commission Meeting 5:30pm 26 Thanksgiving Holiday 27 Day after Thanksgiving Holiday	November						
	S	M	T	W	T	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30					
4 CRB Meeting 4:00pm 10 City Commission Meeting 5:30pm 13 Jt City/County/School Bd 9:00am 20 LPA Meeting 5:30pm 24 CRA Meeting 5:00pm 24 City Commission Meeting 5:30pm 27 BOA Meeting 5:30pm	February						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
7 CRB Meeting 4:00pm 13 City Commission Meeting 5:30pm 16 LPA Meeting 5:30pm 23 BOA Meeting 5:30pm 27 CRA/CRB/CCM Meeting 4:30pm 27 City Commission Meeting 5:30pm	April						
	S	M	T	W	T	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		
1 Jt City/County/School Bd 9:00am 2 CRB Meeting 4:00pm 8 City Commission Meeting 5:30pm 18 LPA Meeting 5:30pm 22 CRA Meeting 5:00pm 22 City Commission Meeting 5:30pm 25 BOA Meeting 5:30pm	June						
	S	M	T	W	T	F	S
		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30				
4 CRB Meeting 4:00pm 10 City Commission Meeting 5:30pm 20 LPA Meeting 5:30pm 24 CRA Meeting 5:00pm 24 City Commission Meeting 5:30pm 27 BOA Meeting 5:30pm	August						
	S	M	T	W	T	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
6 CRB Meeting 4:00pm 12 City Commission Meeting 5:30pm 15 LPA Meeting 5:30pm 21 Jt City/County/School Bd 9:00am 22 BOA Meeting 5:30pm 26 CRA/CRB/CCM Meeting 4:30pm 26 City Commission Meeting 5:30pm	October						
	S	M	T	W	T	F	S
					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
1 CRB Meeting 4:00pm 10 LPA Meeting 5:30pm 14 City Commission Meeting 5:30pm 17 BOA Meeting 5:30pm 25 Christmas Holiday	December						
	S	M	T	W	T	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

2020 SUCCESSION LIST UPDATE FOR CITY MANAGER, CITY ATTORNEY, AND
DEPARTMENT DIRECTORS. (RC)

Summary Explanation/Background Information on Agenda Request:

City Code 2-140 requires the City Manager to submit to the City Commission a succession list naming two subordinates who shall be authorized to act in the absence of the City Manager. It further requires each Department Director to name two subordinates to act in their absence, in priority order.

Funding Source:

N/A

Recommended Action:

Approve the Succession List Update for 2020.

ATTACHMENTS:

Description	Upload Date	Type
2020 Succession List	11/26/2019	Attachment

City of Stuart
Annual Succession List for City Manager, City Attorney, and Department Heads
Calendar Year 2020

<u>Incumbent</u>	<u>Position</u>	<u>First Alternate</u>	<u>Second Alternate</u>
David Dyess	City Manager	Louis “Joly” Boglioli	David Peters
Michael Mortell	City Attorney	Contract Attorney	TBD
Mary Kindel	City Clerk	Joy Warren	Jordan Pinkston
Louis “Joly” Boglioli	Financial Services Director	Holly Vath	Judy Browning
Jim Chrulski	Community Services Director	Julie McHenry	Ben Hogarth
Darren Duke	Technology Services Director	Mick Jacobson	Mike DeFrank
Vince Felicione	Fire Rescue Chief	Troy Bowser	Jon Huneycutt
Kevin Freeman	Development Director	Steve Nicolosi	Tom Reetz
Roz Johnson	Human Resources Director	Jan Foselli	Karen Chambers-Cuffy
David Peters	Public Works Director	Tim Voelker	Milton Leggett
Joe Tumminelli	Police Chief	Derek Ortado	Heather Rothe

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

COMMISSION LIAISON AND AT LARGE APPOINTMENTS / RE-APPOINTMENTS TO
ADVISORY BOARDS OF THE CITY. (RC)

Summary Explanation/Background Information on Agenda Request:

Clerk's Note: All board members with terms expiring on 12/30/2019 are being re-appointed for a two-year term. There are no new appointments at this time.

Funding Source:

N/A

Recommended Action:

Move to re-appoint members to the various Advisory Boards to the City.

ATTACHMENTS:

Description	Upload Date	Type
2020 Advisory Board Appointments Listing	11/27/2019	Attachment

Advisory Board 2020 Appointments/Re-Appointments

Board of Adjustment			
Member	Current Term Expires	Re-Appointment Term Expires	Commission Liason
VACANCY	12/30/2020		Merritt Matheson
Kristin Stanley	12/30/2019	12/30/2021	Becky Bruner
Antone Freitas	12/30/2019	12/30/2021	Kelli Glass Leighton
Community Redevelopment Agency			
Member	Term Expires	Re-Appointment Term Expires	Commission Liason
Pete Walson	12/30/2019	12/30/2021	At Large
Planning Advisory Board / Local Planning Agency			
Member	Term Expires	Re-Appointment Term Expires	Commission Liason
Li Roberts	12/30/2019	12/30/2021	Kelli Glass Leighton
Ryan Strom	12/30/2019	12/30/2021	At Large
Larry Massing	12/30/2019	12/30/2021	At Large
William Mathers	12/30/2019	12/30/2021	Becky Bruner
Community Redevelopment Board			
Member	Term Expires	Re-Appointment Term Expires	Commission Liason
Frank Wacha	12/30/2019	12/30/2021	At Large
Faye James	12/30/2019	12/30/2021	Kelli Glass Leighton
Pete Walson	12/30/2019	12/30/2021	At Large
Nathan Ritchey	12/30/2019	12/30/2021	Becky Bruner
Stuart Independent Review Board			
Member	Term Expires	Re-Appointment Term Expires	Commission Liason
Helen McBride	12/30/2019	12/30/2021	At Large
"Dee" Diane C. Gusch	12/30/2019	12/30/2021	At Large

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Holly Vath

Title of Item:

AWARD ITB 2020-101 FLORIDAN AQUIFER TEST WELL (RC):

RESOLUTION No. 95-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-101, FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF \$1,332,425.00 TO ALL WEBBS ENTERPRISES, INC OF JUPITER, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post and DemandStar on October 28, 2019. Demandstar notified five hundred and thirty (530) potential bidders and issued fourteen (14) bid packages for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. November 21, 2019.

Funding Source:

1610-563

Recommended Action:

Approve Resolution R95-2019.

ATTACHMENTS:

Description	Upload Date	Type
□ R95-2019	11/27/2019	Resolution add to Y drive
□ Engineer Recommendation	11/27/2019	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 95-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-101, FLORIDAN AQUIFER TEST PRODUCTION WELL FA-1 TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF \$1,332,425.00 TO ALL WEBBS ENTERPRISES, INC OF JUPITER, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2020-101, Floridan Aquifer Test Production Well FA-1 to the lowest, responsive and responsible bidder, All Webbs Enterprises, Inc., of Jupiter, Florida at the unit price total of \$1,332,425.00; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 95-2019

Approve Award of ITB #2020-101, Floridan Aquifer Test Production Well FA-1

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of December, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



November 26, 2019

Mr. Tim Voelker, P.E.
Asst. Public Works Director/City Engineer
City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994

RE: *Floridan Aquifer Test Production Well FA-1*
 ITB #2020-101 Bid Review
 KHA Project No. 144967102

Dear Mr. Voelker,

The City of Stuart publicly advertised bid documents and scheduled a non-mandatory pre-bid conference held on Friday, November 1st, 2019, at 10:30 AM to discuss the Floridan Aquifer Test Production Well FA-1 with potential bidders. No potential bidders attended the non-mandatory pre-bid meeting. The bids were due and publicly opened and read on Thursday, November 21st, 2019 at 2:30 PM. A total of two (2) bids were received for the project. The attached bid tabulation includes a summary of the bids received and the Engineer's Opinion of Probable Cost (OPC). The low bid of \$1,332,425.00 was received from All Webbs Enterprises, Inc. (AWE), and the second lowest bid of \$1,413,719.00 was received from A.C. Schultes of Florida, Inc. The Engineer's OPC estimate for the project was \$1,240,000.00, which was 7% lower than the lowest bid.

Kimley-Horn and Associates, Inc. has reviewed the bid proposals for the apparent low bidder for completeness with respect to the lowest responsive, responsible bidder. The results of our review are as follows:

- The lowest bidder, AWE, acknowledged receipt of Addendum #1.
- Bid security is equal to 10% of the amount of the bid.
- AWE holds a valid contractor and occupational licenses.
- Work referenced was similar in scope and type to the work specified for this project.

Although AWE has struggled to meet deadlines and project schedules on several other recent projects we have been involved with, the projects were completed successfully. Based on our review of the information provided and available, we see no reason the City should not award the bid to the apparent low bidder, All Webbs Enterprises, Inc. in the amount of \$1,332,425.00, as written in the Base Bid Total.

Please do not hesitate to contact me at (561) 845-0665 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Andrea Carpenter".

KIMLEY-HORN AND ASSOCIATES, INC.

Andrea L. Carpenter, P.E.

Encl: Bid Tabulation
Bid Proposals

CC: Dave Peters, Public Works Director
File

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: L BOGLIOLI

Title of Item:

ADOPTING FINAL BUDGET AMENDMENT FOR FY 2019 (RC):

RESOLUTION No. 106-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING THE FINAL BUDGETS OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A budget amendment to reflect as closely as possible the revenues and expenses for the budgeted funds of the City, for the Fiscal Year 2019.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 106-2019

ATTACHMENTS:

Description	Upload Date	Type
106-2019 Adopting Final Budget Amendment	11/27/2019	Attachment



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

RESOLUTION No. 106-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA ADOPTING THE FINAL
BUDGETS OF THE CITY OF STUART, FLORIDA, FOR
FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND
ENDING SEPTEMBER 30, 2019; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, it is necessary and proper, and in some instances required by Florida law, to amend the budgetary spending plans (annual budgets) for the various funds of the City of Stuart for the fiscal year beginning October 1, 2018, and ending September 30, 2019, in order to properly reflect final recognized revenues and required appropriations.

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

SECTION 1: The City of Stuart, Florida hereby amends the final budget, attached hereto, for the fiscal year beginning October 1, 2018 and ending September 30, 2019, as follows:

(a) There is hereby recognized for the **GENERAL FUND** of the City of Stuart for the above described fiscal year, the total sum of Twenty Eight Million, Two Hundred Thirty Thousand, Thirty Seven (\$28,230,037) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of Twenty Five Million, Two Hundred Sixty Five Thousand, One Hundred Ninety Seven (\$25,265,197) Dollars to provide for the annual budget of the General Fund.

(b) There is hereby recognized for the **LANDFILL CLOSURE TRUST FUND** of the City of Stuart for the above described fiscal year the total sum of Forty Eight Thousand, Five Hundred Twenty One (\$48,521) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of Thirty Six Thousand, Eight Hundred Seventy Seven (\$36,877) Dollars to provide for the annual budget of the Landfill Closure Trust Fund.

RESOLUTION 106-2019
ADOPT FINAL BUDGET for FY 2019

(c) There is hereby recognized for the **COMMUNITY REDEVELOPMENT AGENCY** of the City of Stuart for the above described fiscal year the total sum of One Million, Nine Hundred Seventy Thousand, Twelve (\$1,970,012) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of One Million, Fifteen Thousand, Six Hundred Twenty Nine (\$1,015,629) Dollars to provide for the annual budget of the Community Redevelopment Agency Fund.

(d) There is hereby recognized for the **PROPERTY MANAGEMENT FUND** of the City of Stuart for the above described fiscal year the total sum of Two Million, Nine Hundred Forty Two Thousand, Four Hundred Forty Four (\$2,942,444) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of Two Million, Seven Hundred Two Thousand, Six Hundred Twenty Nine (\$2,702,629) Dollars to provide for the annual budget of the Property Management Fund.

(e) There is hereby recognized for the **POLICE SPECIAL REVENUE FUND** of the City of Stuart for the above described fiscal year the total sum of Twenty Four Thousand, Nine Hundred Seven (\$24,907) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of Thirteen Thousand, Nine Hundred Sixty Two (\$13,962) Dollars to provide for the annual budget of the Police Special Revenue Fund.

(f) There is hereby recognized for the **WATER AND SEWER FUND** of the City of Stuart for the above described fiscal year the total sum of Fifteen Million, Five Hundred Seventy Nine Thousand, Four Hundred Twenty Nine (\$15,579,429) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of Ten Million, Five Hundred Fifty Four Thousand, Three Hundred Eighty (\$10,554,380) Dollars to provide for the annual budget of the Water and Sewer Fund.

(g) There is hereby recognized for the **SANITATION FUND** of the City of Stuart for the above described fiscal year the total sum of Four Million, Eight Hundred Eighty Thousand, Six Hundred Eighty Two (\$4,880,682) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of Five Million, Two Hundred Twenty Two Thousand, Eight Hundred Seven (\$5,222,807) Dollars to provide for the annual budget of the Sanitation Fund.

(h) There is hereby recognized for the **STORMWATER FUND** of the City of Stuart for the above described fiscal year the total sum of Seven Hundred Sixty Three Thousand, One Hundred Thirty Three (\$763,133) Dollars to provide for the annual Revenue budget and, there is hereby appropriated the total sum of One Million, Three Hundred Eight Thousand, Nine Hundred Seventy Five (\$1,308,975) Dollars to provide for the annual budget of the Stormwater Fund.

SECTION 2: The Annual Budget detail is published by the Financial Services Director and shall be available in electronic form on the City's website, as provided by law.

SECTION 3: This Resolution shall be effective immediately upon adoption.

RESOLUTION 106-2019
ADOPT FINAL BUDGET for FY 2019

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

_____, MAYOR
_____, VICE MAYOR
_____, COMMISSIONER
_____, COMMISSIONER
_____, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Alaina Knofla

Title of Item:

AWARD OF CONTRACT FOR WATER & WASTEWATER REPAIR SERVICES (RC):

RESOLUTION No. 110-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2020-100, CONTRACT FOR WATER & WASTEWATER REPAIR SERVICES, TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER TO HINTERLAND GROUP, INC. OF STUART, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post and DemandStar on September 26, 2019. Demandstar notified six hundred and sixty-nine (669) potential bidders and issued thirty seven (37) bid packages for this project. Nine (9) bids were received by the bid opening date and time of 2:30 pm. October 25, 2019.

The repair services are used on an as needed basis. The bidders submitted fixed unit pricing. Hinterland Group submitted the lowest bid based on a sample repair. Repairs with a cost below \$50,000 will be approved by the City Manager. The contract is a two agreement with three one-year renewals periods.

Funding Source:

Various

Recommended Action:

Adopt Resolution No. R110-2019

ATTACHMENTS:

Description	Upload Date	Type
□ R110-2019 Award ITB2020-100	11/14/2019	Resolution add to Y drive
□ Agreement	11/14/2019	Cover Memo



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 110-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2020-100, CONTRACT FOR WATER & WASTEWATER REPAIR SERVICES, TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER TO HINTERLAND GROUP, INC. OF STUART, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB# 2020-100, Water & Wastewater Repair Services, to the lowest, most responsive and responsible bidder, Hinterland Group, Inc., Stuart, Florida, with a fixed unit pricing on an as needed basis and authorization to execute the final agreement subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 110-2019

SECTION 2: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of December 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



STANDARD AGREEMENT

CONTRACTOR: Hinterland Group, Inc.
955 SE Parkway
Stuart, Florida 34994

PROJECT: ITB 2020-100: Water & Wastewater Repair Services

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

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Water & Wastewater Repair Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

Contractor shall work with City staff in advising the City and the City Commission regarding these Services as rendered. The services will be those customarily attendant to Water & Wastewater. The detailed scope of services to be performed and schedule of fees for those services is described in Part III Section 3.1 (Contractor's response to ITB #2020-100).

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

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

2.2 Invoices

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

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

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

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

of this contract and cause for dismissal of any litigation.

Section 6. Termination

6.1 Termination for Convenience

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

6.2 Termination for Cause

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

Section 7. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Public Works Director or designee.

Chad Herzog, Field Services Manager
772-288-5331
cherzog@ci.stuart.fl.us

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

Chase Rogers, Project Director
561-640-3503
info@hinterlandgroup.com

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

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

10.2 Certificate of Insurance

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

Section 11. Professional Standards

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

Section 12. Non-Appropriation

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

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

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

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

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

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

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

13.8 FEMA Contract Terms

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

- A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- B. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.
- C. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.
- D. Additional Remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or inequity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional

contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. Civil Rights

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. No Obligation by the Federal Government

(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract

financed in whole or in part with Federal assistance provided by FEMA.
It is further agreed that the clause shall not be modified, except to
identify the subcontractor who will be subject to its provisions.

I. Access to Records

(Applicable to all FEMA contracts; OHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

K. OHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. Immigration and Naturalization Act. (Applicable to all FEMA contracts)
Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract Agreement.

N. Fraud and False or Fraudulent or Related Acts
(Applicable to all FEMA contracts)
The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. Indemnity of Funding Entities.
(Applicable to all FEMA contracts)
Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. Performance and Payment Bonds.
(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. Equal Employment Opportunity
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor

to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (2) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (3) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

S. Materials and Supplies.

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required

by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. Clean Air Act and the Federal Water Pollution Control Act
(Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. Certification Regarding Use of Contract Funds for Lobbying
(Byrd Anti-Lobbying (31 USC s. 1352)-Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix 11)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

V. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such worksheet workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

S. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act---40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act. Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- (4) Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

- (5) Subcontracts. (Applicable to all FEMA contracts)
To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts

Section 14. Public Records

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

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - b. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

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

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

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

Exhibit C - "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Alaina Knofla

Title of Item:

RENEWAL OF RFP #2019-200, TEMPORARY EMPLOYEE SERVICES (RC):

RESOLUTION No. 111-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW RFP NO. 2019-200: TEMPORARY EMPLOYEE SERVICES WITH GL STAFFING SERVICES, INC., OF STUART FLORIDA, EXPRESS EMPLOYMENT PROFESSIONALS OF STUART, FLORIDA AND MANPOWER OF STUART, FLORIDA ON AN "AS NEEDED" BASIS, FOR THE 1ST RENEWAL OF FOUR POSSIBLE RENEWAL PERIODS THROUGH JANUARY 14, 2021 PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On December 12, 2018, the City of Stuart City Manager awarded RFP No. 2019-200: Temporary Employee Services. These services are requested throughout the year, on an "as needed" basis. This agreement has a provision for renewal under the original terms, conditions, and specifications for four (4) additional one (1) year periods. Contract performance has been satisfactory with the firms; and the firms have agreed to the renewal. Staff recommends renewal of this agreement for the 1st of four (4) possible one-year renewal periods effective January 15, 2020 through January 14, 2021.

The City utilizes temporary services mainly in the Water Distribution and Collection and Sanitation divisions.

Funding Source:

Various

Recommended Action:

Adopt Resolution Number 111-2019

ATTACHMENTS:

Description	Upload Date	Type
□ R111-2019 Renewal of RFP 2019-200	11/25/2019	Resolution add to Y drive
□ Renewal letters	11/25/2019	Cover Memo



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

RESOLUTION NUMBER 111-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW RFP NO. 2019-200: TEMPORARY EMPLOYEE SERVICES WITH GL STAFFING SERVICES, INC., OF STUART FLORIDA, EXPRESS EMPLOYMENT PROFESSIONALS OF STUART, FLORIDA AND MANPOWER OF STUART, FLORIDA ON AN “AS NEEDED” BASIS, FOR THE 1ST RENEWAL OF FOUR POSSIBLE RENEWAL PERIODS THROUGH JANUARY 14, 2021 PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the first renewal period of four possible one (1) year renewal periods of RFP No. 2019-200: Temporary Employee Services with GL Staffing, Manpower, and Express Employment Professionals; effective January 15, 2020 through January 14, 2021

Resolution 111-2019

SECTION 2: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of December 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



City of Stuart

Procurement & Contracting Services
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.288.5306

November 18, 2019

Express Employment Professionals
Attn: Mike England
900 E. Prima Vista Blvd. Suite 100
Port Saint Lucie, Florida

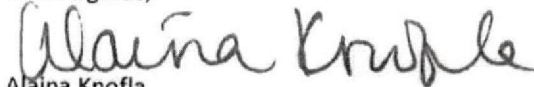
Subject: Renewal for RFP #2019-200, Temporary Employee Services

Dear Mr. England,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Temporary Employee Services for the period beginning January 15, 2020 and ending on January 14, 2021, which represents the first of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter. Your response must be received **no later than 4:00 p.m., November 26, 2020**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,



Alaina Knofla

Procurement Specialist

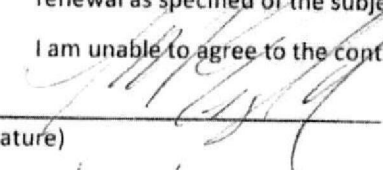
cc: RFP File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Date


11/18/2019

Thomas M. England
Printed Name

President / Owner
Title



City of Stuart

Procurement & Contracting Services
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5306

November 18, 2019

Manpower
Attn: Rob Vorse
1650 S. Kanner Hwy
Stuart, Florida 34994

Subject: Renewal for RFP #2019-200, Temporary Employee Services

Dear Mr. Vorse,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Temporary Employee Services for the period beginning January 15, 2020 and ending on January 14, 2021, which represents the first of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter. Your response must be received **no later than 4:00 p.m., November 26, 2020**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

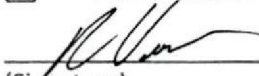
Best Regards,

Alaina Knofla
Procurement Specialist

cc: RFP File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

☐ I am unable to agree to the contract renewal as specified of the subject Agreement


(Signature)

11/22/2019

Date

Rob Vorse

Printed Name

Vice President

Title



City of Stuart

Procurement & Contracting Services
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.288.5306

November 18, 2019

GL Staffing Services, Inc.
Attn: Jessie Sanchez
2832 SE Iris Street
Stuart, Florida 34997

Subject: Renewal for RFP #2019-200, Temporary Employee Services

Dear Ms. Sanchez,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Temporary Employee Services for the period beginning January 15, 2020 and ending on January 14, 2021, which represents the first of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter. Your response must be received **no later than 4:00 p.m., November 26, 2020**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

cc: RFP File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

11/25/2019

Date

Printed Name

Jessie Sanchez

Title

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

CITY SUPPORT FOR MARTIN MPO's SUN TRAIL PROGRAM REQUEST FOR SAILFISH CAPITAL TRAIL (RC):

RESOLUTION No. 112-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE SUBMITTAL OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO) SHARED-USE NON-MOTORIZED (SUN) TRAIL PROGRAM REQUEST FOR FUNDING A SHARED-USE PATH ALONG THE DIXIE HIGHWAY CORRIDOR BETWEEN SE GRAFTON AVENUE AND NW WRIGHT BOULEVARD THAT WILL SERVE AS A SEGMENT OF THE EAST COAST GREENWAY. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On October 21, 2019, the Martin MPO executed Resolution 20-03 to submit a Shared-Use Non-motorized (SUN) Trail Program Request for Funding for a shared-use path along the Dixie Highway corridor between SE Grafton Avenue and NW Wright Boulevard that will serve as a segment of the East Coast Greenway (ECG). The ECG consists of a 3,000-mile route for biking, walking, and other active means from Maine to the Florida Keys and is a Priority Trail identified on the SUN Trail Network. The Martin MPO is coordinating with Martin County, the City of Stuart and the Florida Department of Transportation (FDOT) to provide information for application submittal. As part of Part VIII – Certification of Willing Manager(s) of the application process, SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing regularly scheduled maintenance activities of the project (long-term trail manager).

The first phase of the project development, the feasibility study and corridor planning, would analyze extending the ECG and assist in determining required alignment, bridges, elevated walkways, utility, drainage and residing businesses and neighborhood impacts. The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility.

At a later date, in later phases, the Martin County and/or the City of Stuart, depending upon the ownership of right-of-ways determined from the first phase of the project development, will enter into a Maintenance of Memorandum of Agreement with the FDOT for the project prior to the completion of design, or at the time of programming funding for a later project phase.

The Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program Request for Funding deadline for submittal is December 20, 2019.

Funding Source:

Not applicable at this time.

Recommended Action:

Approve Resolution 112-2019.

ATTACHMENTS:

Description		Upload Date	Type
▣	R112-2019; City Support for Martin MPO's SUN Trail Program Request for Sailfish Capital Trail	11/22/2019	Resolution add to Y drive
	Martin MPO Request for Funding Application	11/22/2019	Backup Material
	Sun Trail Request Attachment Packet	11/22/2019	Backup Material



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

RESOLUTION NUMBER 112-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE SUBMITTAL OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO) SHARED-USE NON-MOTORIZED (SUN) TRAIL PROGRAM REQUEST FOR FUNDING A SHARED-USE PATH ALONG THE DIXIE HIGHWAY CORRIDOR BETWEEN SE GRAFTON AVENUE AND NW WRIGHT BOULEVARD THAT WILL SERVE AS A SEGMENT OF THE EAST COAST GREENWAY. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Florida Department of Transportation (FDOT) is soliciting new proposals for funding trail projects through the SUN Trail program for inclusion in the Tentative Five Year Work Program development cycle as early as Fiscal Year (FY) 2024/2025; and

WHEREAS, Priority Trails identified on the Florida SUN Trail Network are eligible for SUN Trail Program funding; and

WHEREAS, the East Coast Greenway (ECG) consisting of a 3,000-mile route for biking, walking and other active means from Maine to the Florida Keys, is a Priority Trail identified on the SUN Trail Network; and

WHEREAS, FDOT will consider the following phases of project development to fund a Shared-Use Path along the Dixie Highway Corridor between SE Grafton Avenue and NW Wright Boulevard that will serve as a segment of the ECG: feasibility and corridor planning, Project Development and Environment (PD&E) study, design, new construction, or reconstruction of trail surfaces and bridges, Construction Engineering Inspection (CEI) and maintenance; and

WHEREAS, the first phase of project development, the feasibility study and corridor planning, would analyze extending the ECG and assist in determining required alignment, bridges, elevated walkways, utility, drainage and residing businesses and neighborhood impacts; and

WHEREAS, Part VIII – Certification of Willing Manager(s) of the MPO Shared-Use Non-motorized (SUN) Trail Program Request for Funding for the East Coast Greenway requires a signature from a non-FDOT governmental entity committed to providing regularly scheduled maintenance activities for the project (long-term trail manager); and

WHEREAS, the City of Stuart will coordinate with Martin County and the Martin MPO with the required Part VIII of the grant application, Certification of Willing Manager(s), and at a later date, in later phases, depending upon the ownership of rights-of-way determined from the first phase of the project development, enter into a Maintenance of Memorandum of Agreement with the FDOT for the Project prior to the completion of design, or at the time of programming funding for a later project phase.

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

SECTION 1: The City of Stuart hereby supports submittal of the Martin Metropolitan Planning Organization (MPO) Shared-use Non-motorized (SUN) Trail Program Request for Funding to fund a shared-use path along the Dixie Highway Corridor from SE Grafton Avenue to NW Wright Boulevard that will serve as a segment of the ECG.

SECTION 2: The City Manager or his designee is authorized to work with Martin County and the Florida Department of Transportation to provide information for application submittal.

SECTION 3: At a later date, in later phases, depending upon the ownership of rights-of-way determined from the first phase of the project development, enter into a Maintenance of Memorandum of Agreement with the FDOT for the Project prior to the completion of design, or at the time of programming funding for a later project phase.

Resolution No. 112-2019
City Support for Martin MPO's SUN Trail Program Request for Sailfish Capital Trail

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of December, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

SUN Trail program funding is limited to geographic areas within the SUN Trail network, the provisions of Section 339.81, Florida Statutes, the Florida Department of Financial Services Catalog of State Financial Assistance Number 55.038, and the Florida Department of Transportation (FDOT) Work Program Instructions Part III: Trails.

PART I – APPLICANT INFORMATION

1. Type of Applicant (select one):
 - ☐ Municipality/County Government
 - ☐ State Agency
 - ☐ Federal Agency
 - ☐ Recognized Tribal Government
 - ☒ Metropolitan/Transportation Planning Organization/Agency (MPO)
2. Name and job title and office of the person who will be in direct contact with FDOT for this project:
Beth Beltran, MPO Administrator
3. Agency of the person who will be in direct contact with FDOT for this project:
Martin Metropolitan Planning Organization
4. Email of the person who will be in direct contact with FDOT for this project:
bbeltran@martin.fl.us
5. Telephone Number of the person who will be in direct contact with FDOT for this project:
772-221-1498

PART II – PROJECT OVERVIEW

1. Project Name:
Sailfish Capital Trail or Martin Trail (Segment of the East Coast Greenway)
2. Municipality where the project is located:
City of Stuart
3. County where the project is located:
Martin County
4. FDOT district number where the project is located:
District 4
5. Boundary of the project proposed for SUN Trail funding (give the address or nearest cross streets, municipality, and zip code):
 - a. Termini Begin: Dixie Highway at SE Grafton Avenue, Stuart, Florida 34997
 - b. Termini End: Dixie Highway at NW Wright Boulevard, Stuart, Florida 34994
6. Who is the landowner of the proposed project location?
 - ☐ The location of this project is entirely on FDOT right-of-way.
 - ☐ The location of this project is entirely on non-FDOT publicly-owned right-of-way.
 - ☒ The location of this project is on both FDOT and non-FDOT, publicly-owned right-of-way.
 - ☐ Parcels within this project boundary are privately owned, the acquisition of right-of-way must occur.
7. Total length of this project proposed for SUN Trail funding: 8.39. miles

Regional Trail System and Individual Trail projects **must meet all eligibility criteria** to receive funding consideration by the SUN Trail program. “Requests for Funding” without the required information are ineligible and will not receive funding consideration.

PART III – ELIGIBILITY CRITERIA

1. Funding is limited to geographic areas within the SUN Trail network. Will the project be developed as a paved multi-use trail within the SUN Trail network?
☒ Yes ☐ No
 - a. Provide an aerial location map illustrating the project boundary and project limits.
 - b. Provide a map illustrating the project location within the SUN Trail network.
 - c. Provide the project typical section (this should be a pdf of the typical section schematic depicting existing and proposed features, dimensions, and right-of-way lines).
2. Funding is limited to projects prioritized by the applicable authority. If the project is within a boundary of a Metropolitan/Transportation Planning Organization/Agency (MPO), it must be prioritized by the MPO. Projects outside of an MPO boundary must be identified as a priority of the county (inclusive of their municipalities), tribal government, federal or state agency. Is the project a priority of the applicable authority?
☒ Yes ☐ No
 - a. Indicate the priority number of the project: 2 thru 5, 7 & 8
 - b. Provide the prioritization list.
 - c. Complete Part VII (CERTIFICATION OF PROJECT PRIORITIZATION).
3. Has a non-FDOT governmental entity formally committed to operation and maintenance of the project (long-term trail manager)?
☒ Yes ☐ No
 - a. Complete Part VIII (CERTIFICATION OF WILLING MANAGER).
4. Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s)?
☒ Yes ☐ No
 - a. Indicate the type of plan(s), applicable page number(s) and date(s) of adoption:
2040 Long Range Transportation Plan (LRTP) adopted 12/7/15 - Table 7-10
 - b. Provide documentation of applicable project concurrency information [e.g. supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), unit management plans, etc.].

DO NOT PROCEED TO PART IV IF PROJECT RESULTED IN A “NO” RESPONSE IN PART III.

PART IV – PROJECT DETAILS

1. Project Tier:

- a. Is the project within the Coast to Coast Trail (C2C)?
☐ Yes ☒ No
- b. Is the project within the St. Johns River-to-Sea Loop (SJR2C)?
☐ Yes ☒ No
- c. Is the project an Individual Trail segment?
☒ Yes ☐ No

2. Will the project be developed as a 12-foot-wide asphalt trail?

☒ Yes ☐ No

3. Briefly describe the scope and proposed route of the project (1000-character limit):

The project includes a 12 foot wide Shared-Use Path along the Dixie Highway Corridor between SE Grafton Avenue and north to NW Wright Boulevard over the St. Lucie River that will serve as a segment of the East Coast Greenway (ECG). The project includes feasibility and corridor planning, Project Development and Environment (PD&E) study, design, new construction, or reconstruction of trail surfaces and bridges, Construction Engineering Inspection (CEI) and maintenance. The first phase of project development includes the feasibility study and corridor planning, that would analyze extending the existing ECG and assist in determining required alignment, bridges, elevated walkways, utility, drainage, and residing businesses and neighborhood impacts. This project would provide a continuous connection for the ECG, a state regional priority trail and will provide a major missing central link in Martin County.

4. Have earlier phase(s) of this project been completed? If not, select "no" and continue to Question 5.

☐ Yes ☒ No

- a. Select all project phases that were previously funded, indicate the funding year and completion date (or anticipated completion date for the funded phase).
 - ☐ Feasibility Study
 - ☐ Project Development & Environment (PDE)
 - ☐ Preliminary Engineering/Design (PE)
 - ☐ Acquisition of right-of-way (ROW)
 - ☐ Construction (CON)* only select for reconstruction/maintenance projects
- b. Have federal funds been used in the project boundary?
☐ Yes ☒ No
- c. As applicable, indicate the source of the federal allocation(s).
- d. Have FDOT funds been used in the project boundary?
☐ Yes ☒ No
- e. As applicable, indicate FDOT financial management number(s).

5. Indicate the proposed method of performing and administering this project:

- ☐ Project to be locally administered (non-FDOT administered).
- ☒ Project to be administered by FDOT.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding



A responsible estimate of the project costs is required prior to adoption in the Department's Five-Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. Fill out summary of proposed timeline and funding new needs, then complete Engineer's Cost Estimate spreadsheet and provide it with the "Funding Request".

PART V – PROJECT COSTS

1. Funding Phase(s) requested:

- ☒ Feasibility Study (FS) – FDOT Work Program Fund Code: 1x
- ☒ Project Development & Environment Study (PDE) – FDOT Work Program Fund Code: 2x
- ☒ Preliminary Engineering/Design (PE) – FDOT Work Program Fund Code: 3x
- ☐ Acquisition of right-of-way (ROW) – FDOT Work Program Fund Code: 4x
- ☒ Construction (CON) – FDOT Work Program Fund Code: 5x
- ☒ Construction Engineering & Inspection Activities (CEI) – FDOT Work Program Fund Code: 6x

2. Summary of proposed timeline and funding needs:

PHASE	PROPOSED YEAR(S)	AMOUNT(S) REQUESTED	MATCHING FUNDS	TOTAL PROJECT COSTS	SOURCE(S) OF OTHER FUNDS
FS	2021	645,000.00			
PDE	2022	645,000.00			
PE	2023	1,550,000.00			
ROW					
CON	2024	12,880,000.00			
CEI	2024	1,930,000.00			
TOTAL		17,650,000.00			

3. Provide the [Excel Engineer's Cost Estimate spreadsheet](#). Estimates shall be broken down to eligible and non-eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from Agency's Engineering Office.**

Use the following links to access the basis of estimates manual, as well as historical cost information, and the Reference Guide for State Expenditures for the project area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

[Reference Guide for State Expenditures](#)

Projects are not required to meet all of the following selection criteria, a numerical ranking will not be calculated, projects with the greatest strengths will advance more quickly.

PART VI – SELECTION CRITERIA

1. Does the project enhance the safety of bicyclists, pedestrians, and motorists?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

- ☒ Project includes a safety element.
- ☒ The location of the project is within a hazardous biking/walking zone or in an area with significant numbers of safety concerns.
- ☒ Project implements a bicycle and pedestrian safety action plan. Give the name of the plan and date of adoption.
2040 Long Range Transportation Plan (12/7/215), Bicycle ,Pedestrian & Trails Master Plan (12/11/2017
- ☒ Other (list) 2040 Transportation Map (10/24/2-17

Briefly describe how the project enhances the safety of bicyclists, pedestrians and motorists. (1000-character limit):

Provides a safe bicycle and pedestrian corridor separated from roadways.

2. Is the project recognized as having regional, state, or national importance?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

- ☒ Project is a part of a Regional Trail System prioritized by the Florida Greenways and Trails Council.
East Coast Greenway (ECG) Southeast Region & the Florida Greenway and Trails System (FGTS)
- ☒ Project is a part of a National Recreational Trail, East Coast Greenway or a trail that has other national importance.
Share-Use Nonmotorized (SUN) Trail Network and East Coast Greenway (ECG)
- ☒ Project implements an adopted regional bicycle, pedestrian, or trail master plan. Give the name of the regional plan(s).
Martin MPO Bicycle, Pedestrian and Trail Master Plan, FGTS &
- ☒ Other (list) Shared-Use Nonmotorized (SUN) Trail Network

Briefly describe how the project is recognized as having regional, state, or national importance (1000-character limit):

A focal point in the Martin MPO Bicycle, Pedestrian and Trails Master Plan as a Regional Trail Facilities Recommendation. This project is part of the East Coast Greenway that consists of a 3,000-mile route for biking, walking, and other active means from Maine to the Florida Keys and is identified as a Priority Trail on the SUN Trail Network.

3. Is there a non-SUN Trail financial contribution (match dollars) committed to this specific project being proposed for SUN Trail funding (select the most appropriate response)?

☐ Funds are leveraged by multiple public/private sources of investments dedicated to this specific project segment (e.g. federal, state, local, non-profit, private landowner contributions).

If yes, what is the total percentage of match?

What are the sources?

☐ Funds are leveraged by at least one more public/private source of investment dedicated to this specific project segment.

If yes, what is the total percentage of match?

What is the source?

☒ Funds are not leveraged by public/private sources of investments dedicated to this specific trail segment (matching funds are not available for this project).

4. Does the project blend transportation modes by completing, improving, or enhancing existing facilities?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☒ Project implements Complete Streets goals and initiatives.

☒ Project implements Safe Routes to Schools goals and initiatives.

☒ Project provides a direct connection to regional transit systems (e.g. rail stations, express or local bus routes).

☒ Project is in a designated multi-modal district.

☒ Project has the potential to reduce vehicular congestion.

☐ Project improves access in a Bicycle Friendly Community or Bicycle Friendly University, as designated by the League of American Bicyclists. If yes, indicate the name of the designated community or university:

☐ Project improves access in a Walk Friendly Community, as designated by the Pedestrian and Bicycle Information Center. If yes, indicate the name of the designated community:

☒ Other (list) Connects other completed phases of ECG segments in Martin County.

Briefly describe how the project blends transportation modes (1000-character limit):

This project will connect to existing sections of the ECG which will be an integral part of the local transportation system. This project will provide recreational opportunities for all ages for pedestrians and bicyclists, encourage healthier lifestyles, reduce single vehicle occupancy on adjacent roadways and boost economic development in Downtown Stuart. The project will provide direct access to transit stops providing the last mile trips.

5. If proposing construction funding, select the most appropriate response:

- ☐ Project is ready for immediate construction and all pre-construction phases are complete.
- ☐ Project is capable of near-term development; the design is nearly complete and permitting is underway.
- ☐ The Project Development and Environment Study (PDE) is complete/nearly complete.
- ☒ None of the above statements are true.

6. Does the project have documented public support?

☒ Yes ☐ No

If yes, select from the following and briefly explain how the project meets the selection criteria.

- ☒ The greater community supports the project as demonstrated by recently adopted proclamations or resolutions expressing commitment. Give the resolution number, adopted date and participating parties.
The Martin MPO Policy Board adopted Resolution 20-03 in support.
- ☒ Demonstration of public support is consistent across multiple entities representing the greater community rather than a select few interest groups. Briefly explain. (100-character limit):
The East Coast Greenway is identified on the 2040 Long Range Transportation Plan.
- ☐ Recent community surveys indicate both need and support for the project. Briefly explain. (100-character limit):
- ☒ An advertised public meeting for discussing the project occurred. Give the date and type of meeting.
The MPO Policy Board Meeting was advertised for the October 21, 2019 Meeting.
- ☐ Other (list)

7. Does the project have a significant immediate impact to the quality of life by enhancing economic opportunities and providing connectivity to destinations?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

- ☒ The project connects to or through federal, state, or local conservation/recreation areas. List public lands.
Jonathan Dickinson State Park, Sea Breeze State Park,
- ☒ The project connects people to jobs, businesses, or civic resources.
- ☐ The project is along or connects to a Florida Scenic Highway. List the Scenic Highway(s).
- ☐ The project is within a Florida Trail Town as designated by the Florida Department of Environmental Protection.
- ☐ The project is part of a public/private partnership where developers, linear corridor owners, small businesses, corporations, foundations, or private sector partners are directly supporting the project.
- ☐ The project is within a Rural Economic Development Initiative (REDI) Community defined pursuant to Section 288.0656, Florida Statutes. List the REDI area.
- ☐ The project is within a Rural Area of Opportunity (RAO) defined pursuant to Section 288.0656, Florida Statutes. List the RAO Area.
- ☐ Other (list)

8. Does the project enhance or preserve environmental resources?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

- ☐ The project's environmental impact assessment or statement did not identify specific issues.
- ☐ The project's environmental approval and permitting process is complete.
- ☐ The project restores or mitigates impacts of environmental degradation.
- ☐ The project incorporates water quality or drainage improvements.
- ☐ The project incorporates conservation initiatives to restore/maintain connectivity by reducing vehicle-caused wildlife mortality.
- ☐ The project ensures the Florida Ecological Greenway Network (FEGN) maximizes protection of high priority linkages; the project is within a Priority 1 or 2 Critical Linkage as identified by the FEGN.

Briefly describe how the project enhances or preserves environmental resources. (1000-character limit):

The project includes several phases of project development. The first phase includes the feasibility study and corridor planning that will analyze extending the existing ECG and assist in determining the required alignment. During the design phase, the project will include an environmental impact assessment that assures providing enhancements and preserving environmental resources.

9. Does the project facilitate a system of interconnected trails by closing a gap in the SUN Trail Network?

☒ Yes ☐ No

If yes, how many miles of connected trail, open to the public will be available once this specific project is complete?

21 miles

List the trail names:

Green River Parkway, East Coast Greenway, Seabranh Preserve and Jonathan Dickinson.

10. The project includes cost-saving elements.

☒ Yes ☐ No

If yes, briefly describe the potential for overall cost savings for completing this project in conjunction with another project (e.g. new/resurfacing roadway, redevelopment/new development project, trail phase/extending trail project). Provide the other project(s) scope and schedule, the funding source, the funding year, and if funding is through FDOT, provide the Financial Management Number. (1000-character limit):

The project includes several phases of project development. The first phase includes the feasibility study and corridor planning that will analyze extending the existing ECG and assist in determining the required alignment. During the design phase, the project will include cost-saving elements .

PART VII – CERTIFICATION OF PROJECT PRIORITIZATION

1. For projects within a MPO boundary, complete the following information. If the project is outside of a MPO boundary, continue to Part VII, question #2.

Name of applicable MPO/TPO:

Martin MPO

MPO/TPO Contact:

Beth Beltran

MPO Address:

3481 SE Willoughby Blvd. Suite 101

Municipality, State and Zip:

Stuart, Florida, 34994

Contact Email:

bbeltran@martin.fl.us

Contact Telephone Number:

772-288-5484

Signature:

Print Name:

Beth Beltran

Title:

Martin MPO Administrator

Date:

12-03-19

Your signature confirms the requested project is (1) consistent with MPO/TPO plans and documents;

(2) it is an eligible priority of the MPO/TPO, (3) the MPO/TPO supports the project; and

(4) you possess authorization to sign the certification of project prioritization.

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding



2. For projects outside of a MPO boundary, complete the following information:

County Name:

Contact Name:

Contact Address:

Municipality, State and Zip:

Contact Email:

Contact Telephone Number:

Signature:

Print Name:

Title:

Date:

Your signature confirms the requested project is (1) consistent with applicable county, municipality, comprehensive plan(s) and/or the long-term management plan(s) and documents; (2) it is an eligible priority of the County (tribal government, federal or state managing agency); (3) the applicable entity supports the project; and (4) you possess authorization to sign the certification of project prioritization.

SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity.

Submit the Certification of Willing Manager(s) for all proposed trail segments.

PART VIII – CERTIFICATION OF WILLING MANAGER(S)

Name of Project: Sailfish Capital Trail

FROM:

Name of Managing Entity: Martin County

Name of Contact and Job Title: **Terry Rauth**

Address: 2401 SE Monterey Road

Municipality, State, and Zip Code: Stuart, Florida 34996

Contact Email: trauth@martin.fl.us

Contact Telephone Number: 772-419-6936

Signature:

Print Name:

Terry Rauth

Title:

Public Work Director

Date:

12-03-19

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this "Request for Funding" is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement the proposed project; (7) and you possess authorization to sign the certification of the willing manager.

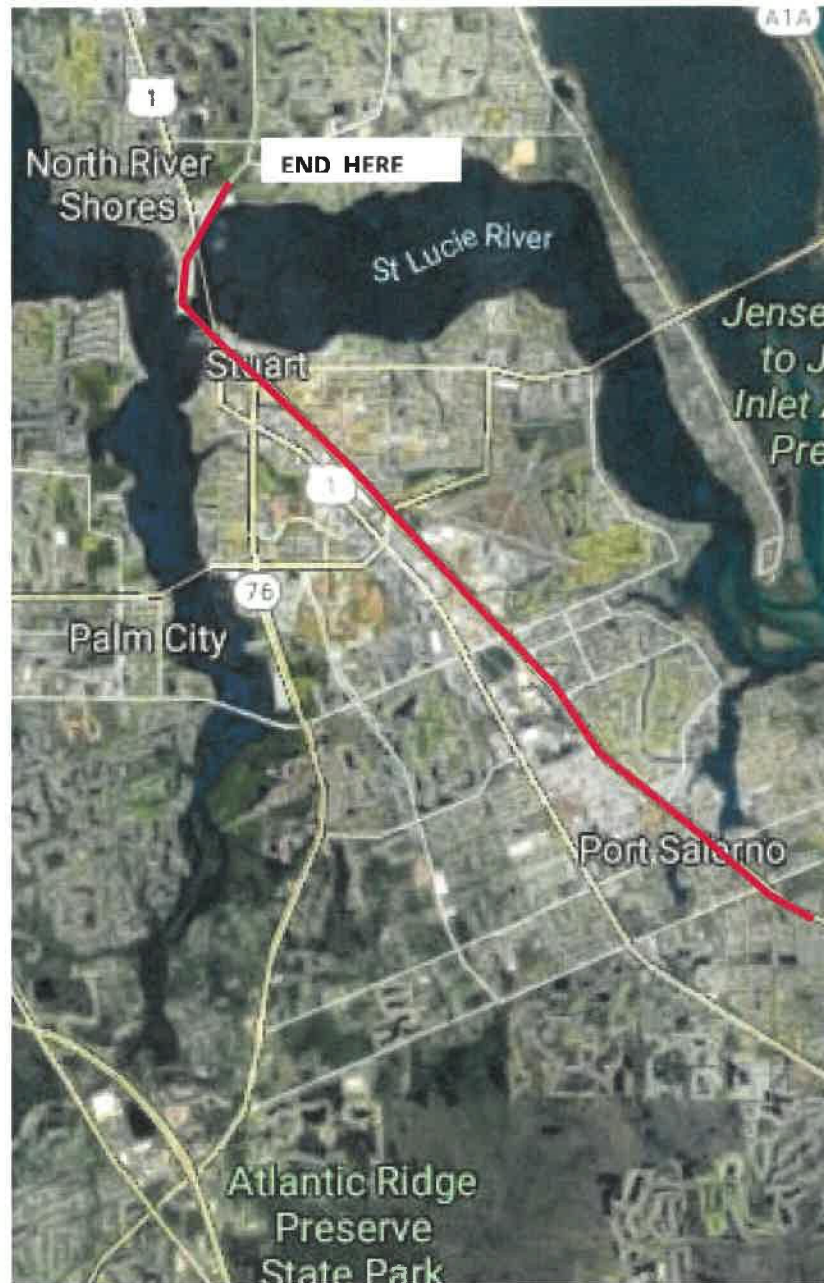
Attachments for
Florida Department of Transportation
SUN Trail Request for Funding Application Package



Sailfish Capital Trail or Martin Trail
(SE Grafton Avenue to NW Wright Boulevard)
A Florida East Coast Greenway Segment



LOCATION OF PROJECT

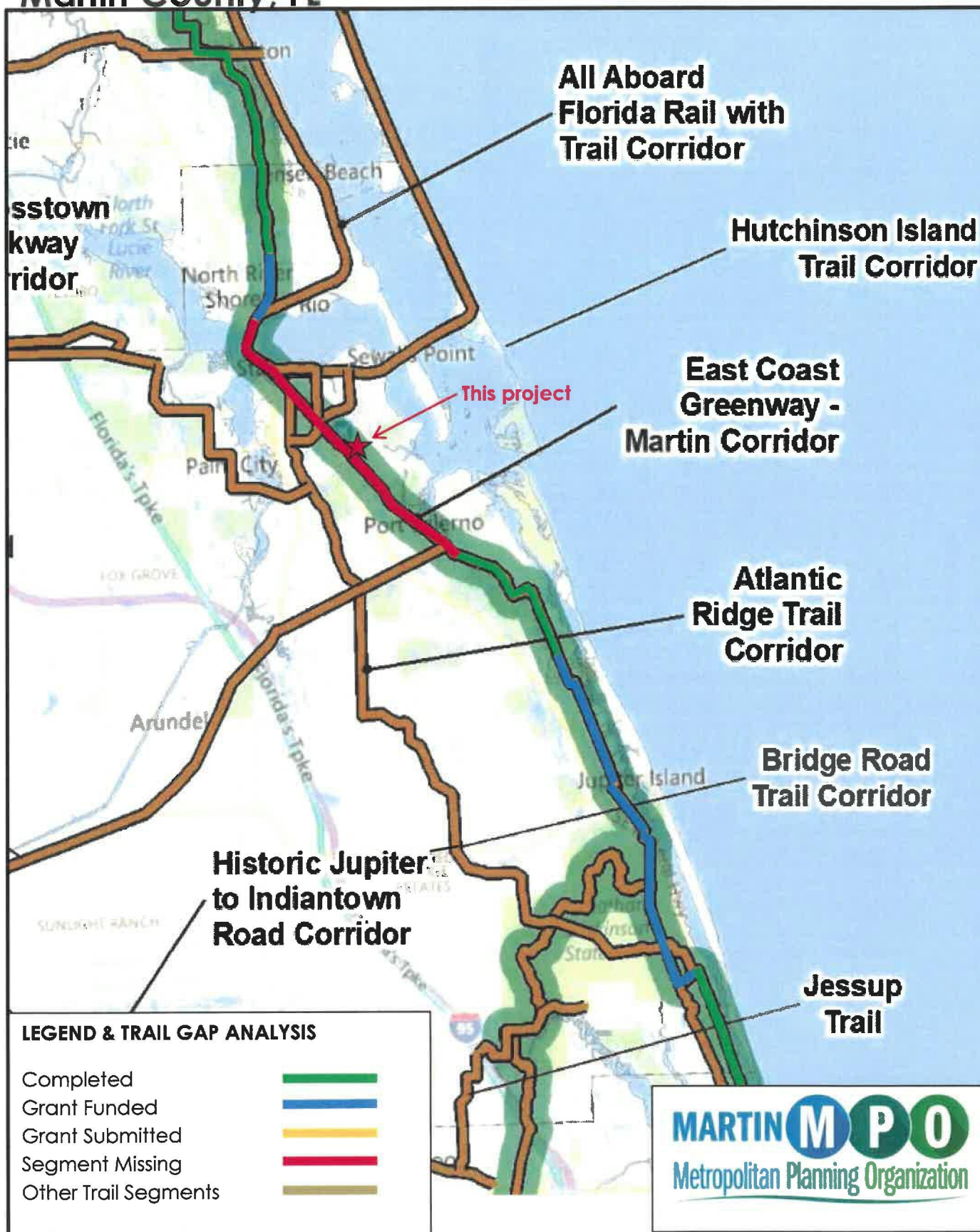


A L A B AMA



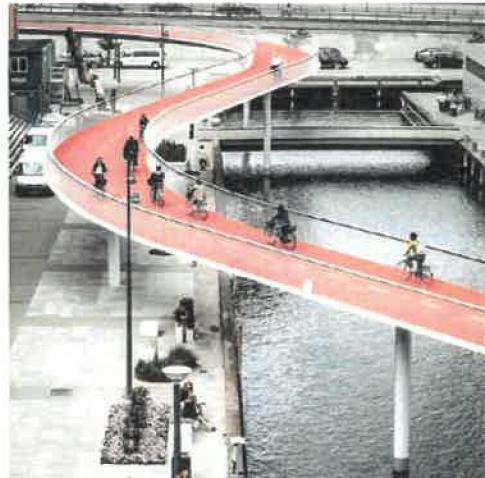
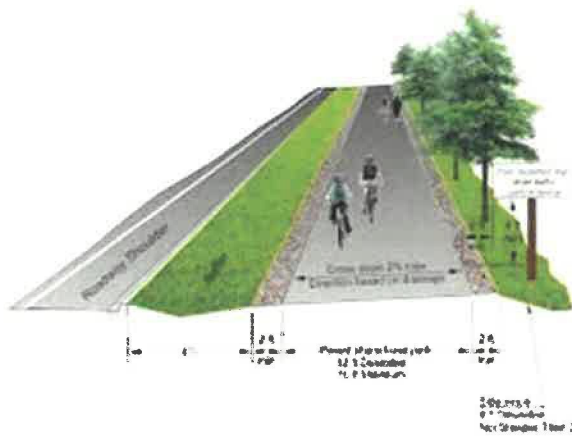
SE Florida East Coast Greenway Martin County, FL

Attachment B - Page 2



Attachment C - Page 1

The project includes several phases of project development. The first phase includes the feasibility study and corridor planning that will analyze extending the existing ECG and assist in determining the required alignment. Once the alignment has been established, cross sections will be created.





UNFUNDED Regional Trail Project Priorities

Facility	Segment Limits		Project Description	Length/Miles	2040 LRTP Page #	Master Plan Page #	Priority Analysis
	From	To					
Cross-Country Trail 2x- Monterey Road	Alhambra Avenue	SE Dixie Highway	Shared Use Path	0.93	Table 7-10	Appendix E	1
East Coast Greenway - Alternate 2- SE Monterey Road	SE Dixie Highway	Ocean Blvd	Shared Use Path	3.4	Table 7-10	Appendix E	2
East Coast Greenway - Alternate 1 - Palm Beach Road	SE Monterey Road	SE Ocean Blvd	Shared Use Path	1.09	Table 7-10	Appendix E	3
East Coast Greenway - Main - SE Dixie Highway	SR 714/Monterey Road	SE Ocean Blvd	Shared Use Path	1.58	Table 7-10	Appendix E	4
East Coast Greenway - Main - SE Dixie Highway	SE Grafton Avenue	SR 714/Monterey Road	Shared Use Path	4.68	Table 7-10	Appendix E	5
East Coast Greenway - Willoughby Connector	SE Cove Road	US 1/Federal Highway	Shared Use Path	4.58	Table 7-10	Appendix E	6
East Coast Greenway - Main - SE Dixie Highway	SE Ocean Blvd	SE Seminole Street	Shared Use Path	0.19	Table 7-10	Appendix E	7
East Coast Greenway - Main - SE Dixie Highway	SE Seminole Street	NE Baker Road	Shared Use Path	1.98	Table 7-10	Appendix E	8
West Palm - Okeechobee Scenic Trail - SR 710/SW Warfield Blvd	Palm Beach/Martin County Line	Martin/Okeechobee County Line	Shared Use Path	23.85	Table 7-10	Appendix E	9
Cross-Country Trail 1 - Cove Road	SR 9/I-95	SE Dixie Highway	Shared Use Path	5.15	Table 7-10	Appendix E	10
Cross-Country Trail 2 - Murphy Road	SR 714/Martin Downs Blvd	County Line Canal	Shared Use Path	3.11	Table 7-10	Appendix E	11
East Coast Greenway - Main - SE Gomez Avenue	SE Bridge Road	SE Osprey Street	Shared Use Path	3.28	Table 7-10	Appendix E	12
East Coast Greenway - Main - SE Dixie Highway	Railroad Crossing	SE Bridge Road	Shared Use Path	1.49	Table 7-10	Appendix E	13
Cross-Country Trail 1 - Kanner Highway	SR 710/Warfield Blvd	SR 9/I-95	Shared Use Path	14	Table 7-10	Appendix E	14
Allapatah Road	SR 710	North Martin Greenway	Shared Use Path	12.06	Table 7-10	Appendix E	15
Cross-Country Trail 2	North Martin Greenway		Shared Use Path	17.62	Table 7-10	Appendix E	16
Cross-Country Trail 2	Martin/Okeechobee County Line	North Martin Greenway	Shared Use Path	11.73	Table 7-10	Appendix E	17
Lake Okeechobee Scenic Trail	Lake Okeechobee		Shared Use Path	1.89	Table 7-10	Appendix E	18
East Coast Greenway - Alternate 3	Jonathan Dickinson Park	Cove Road	Shared Use Path	10.09	Table 7-10	Appendix E	19
East Coast Greenway - Main	Us 1/Federal Highway from FEC Crossing to Midblock Crosswalk		Share Use Path		Table 7-10	Appendix E	20
East Coast Greenway - Main	Jonathan Dickinson State Park Trail at US 1/Federal Highway		Shared Use Path	0.02	Table 7-10	Appendix E	21
Cross-Country Trail 1 - Kanner Highway	SW Conners Highway	SR 710/Warfield Blvd	Shared Use Path	10.63	Table 7-10	Appendix E	22
East Coast Greenway - Alternate 3- Jonathan Dickinson Park	Park Road	Trail	Shared Use Path	4.29	Table 7-10	Appendix E	23
East Coast Greenway - Main	Us 1/Federal Highway at FEC Crossing		Share Use Path		Table 7-10	Appendix E	24
East Coast Greenway - Main - Jonathan Dickinson State Park Trail	US 1/Federal Highway	Florida Park Services	Shared Use Path	2.35	Table 7-10	Appendix E	25
Jesup Trail	Indiantown Road	Jonathan Dickinson State Park	Shared Use Path	6.48	Table 7-10	Appendix E	26
East Coast Greenway - Main - Park Road	Florida Park Services	US 1/Federal Highway	Shared Use Path	0.27	Table 7-10	Appendix E	27

Table 7-10. Non-Motorized Needs

Project	From	To	Type	Length (Miles)	Committed	Plan Reference	Public Comment	CRA
Bicycle Corridors - Continued								
Powerline Avenue	138th Street	Bridge Road	Bike Lanes	0.5		BPAP Project List		
Pratt Whitney	Palm Beach County Line	Kanner Highway	Bike Lanes	12.7	Yes	BPAP Project List		
Salerno Road	US 1	Dixie Highway	Bike Lanes	0.9		BPAP Top 10 & 20		Yes
Salerno Road	Kanner Highway	Willoughby Boulevard	Bike Lanes	1.6		BPAP Top 10 & 20		
Sand Avenue	Existing Paved Shoulder	Canoe Creek Terrace	Bike Lanes	0.9		BPAP Project List		
Sand Trail	Sand Avenue	Martin Downs Boulevard	Bike Lanes	0.6		BPAP Project List		
Savannah Road	Cardinal Avenue	Jensen Beach Boulevard	Bike Lanes	2.1		BPAP Top 20	Public Workshop	
SE County Line Road	SE Girl Scout Camp	US 1	Bike Lanes	3.0		BPAP Project List		
SE Horseshoe Road	SE Anchor Avenue	SE Kubin Avenue	Bike Lanes	1.2			Public Workshop	
SE Ocean Boulevard	Palm Beach Road	Martin Avenue	Bike Lanes	0.6		BPAP Top 10 & 20		
Sewall's Point Road	Ocean A1A	Palmer Street	Bike Lanes	1.6		BPAP Project List		
St. George Street	Yachtsman Drive	Locks Road	Bike Lanes	0.2		BPAP Project List		
St. Lucie Boulevard	Dixie Highway	Ocean Boulevard	Bike Lanes	1.2		BPAP Project List		
SW Adams Avenue	SW Palm Way	SW 150th Street	Bike Lanes	0.3		BPAP Project List		
SW Farm Road	Andalucia Court	SW Farnel Avenue	Bike Lanes	1.7		BPAP Top 10 & 20	Public Workshop	Yes
SW Farm Road	Warfield Boulevard	Andalucia Court	Bike Lanes	3.1			Public Workshop	Yes
US 1	Roosevelt Bridge	Contractors Way	Bike Lanes	1.6		BPAP Project List		
Willoughby Boulevard	Cove Road	Pomeroy Street	Bike Lanes	1.5		BPAP Top 10 & 20		
Willoughby Boulevard	Monterey Road	SR 5 (US 1)	Bike Lanes	0.8		BPAC		
Yachtsman Drive	Fisherman's Wharf Drive	St. George Street	Bike Lanes	0.8		BPAP Project List		
Multi-Purpose Trail & Greenways								
Alapattah Road	SW Warfield Boulevard	St. Lucie County Line	Shared Use Path	12.1		BPAP Project List	Public Workshop	
Beeline Highway Corridor	Okeechobee County Line	Palm Beach County Line	Shared Use Path	23.3		Priority Trail Opportunities (2013-2017)	Public Workshop	
C-44 Trail	Beeline Highway Corridor	St. Lucie County Line	Shared Use Path	14.7		Priority Trail Opportunities (2013-2017)	Public Workshop	
Dixie Highway	Seahorse Place	Laniford Landing Roundabout	Shared Use Path	0.9		BPAP Top 20		
Dixie Highway/East Coast Greenway	5th Street	St. Lucie County Line	Shared Use Path	2.2		Priority Trail Opportunities (2013-2017)		
Dixie Highway/East Coast Greenway	Florida Street	5th Street	Shared Use Path	0.5	Yes	Priority Trail Opportunities (2013-2017)		
Dixie Highway/East Coast Greenway	Palm Beach County Line	Florida Street	Shared Use Path	19.5		Priority Trail Opportunities (2013-2017)		
Gomez Avenue	Bridge Road	Thru Cross Street to Osprey Street	Shared Use Path	3.2		BPAP Project List	Public Workshop	
Indian River Drive	A1A	St. Lucie County Line	Shared Use Path	4.6		BPAP Top 20	Public Workshop	
Indian Street	Dixie Highway	St. Lucie Boulevard	Shared Use Path	1.4		BPAP Top 10 & 20		Yes
Martin East West Corridor	Lake Okeechobee	SE Beach Road	Shared Use Path	32.6		Priority Trail Opportunities (2013-2017)		
New Route	US 98	Jonathan Dickinson State Park	Shared Use Path	26.3		BPAP Top 10		
New Route	Citrus Boulevard	Citrus Boulevard via Canal, American Street, Indian Mound Drive	Shared Use Path	2.3		BPAP Top 10	Public Workshop	Yes
New Route	Sand Avenue	Citrus Boulevard via Turnpike Underpass	Shared Use Path	0.7		BPAP Top 10		

Notes: Sources used include Martin MPO Bicycle and Pedestrian Action Plan, 2012 (BPAP), FDEP Greenways and Trails Priority Corridors 2013-2017 shapefile, and public input gathered from workshops and comment cards.

209201

Project	From	To	Type	Length (Miles)	Committed	Plan Reference	Public Comment	CRA
Multi-Purpose Trail & Greenways - Continued								
New Route	US 1	Old Dixie Highway	Shared Use Path	0.6			BPAC	
New Route	Jensen Beach Boulevard	Thru Savannah State Park to St. Lucie County Line	Shared Use Path	1.7		BPAP Top 10		
New Route	SW Osceola Street	Indianwood Drive	Shared Use Path	1.9		BPAP Project List		
New Route	Palm Beach County Line	St. Lucie County Line	Shared Use Path	20.3			BPAC	
New Route	Salerno Road	Cove Road	Shared Use Path	1.2		BPAP Project List		
New Route	SW Osceola Street	Indianwood Drive	Shared Use Path	0.1			BPAC	
New Route	Flamingo Terminus	Thru Jonathan Dickinson State Park	Shared Use Path	2.8		BPAP Project List		
New Route	Locks Road	Over Canal to Mapp Road	Shared Use Path	1.8		BPAP Project List		
New Route	Flora Avenue Terminus	Thru Jonathan Dickinson State Park	Shared Use Path	1.4		BPAP Project List		
New Route	Kitchen Creek Road Terminus	Thru Jonathan Dickinson State Park	Shared Use Path	3.4		BPAP Project List		
New Route - Martin	CR 609	SR 710	Shared Use Path			BPAP Project List	BPAC	
Ocean to Lake Trail Corridor	Palm Beach County Line	Bridge Road	Shared Use Path	6.7		Priority Trail Opportunities (2013-2017)		
Old Dixie Highway	Jonathan Dickinson State Park Entrance	Thru Jonathan Dickinson State Park to County Line Road	Shared Use Path	5.7		BPAP Top 10		
Old Dixie Highway	US 1	Bridge Road	Shared Use Path	1.3		BPAP Project List		
Pratt & Whitney Trail Corridor	Palm Beach County Line	Old Jupiter Road	Shared Use Path	1.2		Priority Trail Opportunities (2013-2017)		
Robert B. Jenkins C-23 Trail Corridor	FEC Rail Corridor	Murphy Road	Shared Use Path	17.6		Priority Trail Opportunities (2013-2017)		
SW Osceola Street	SW Warfield Boulevard	Citrus Boulevard	Shared Use Path	1.7			Public Workshop	
SW Warfield Boulevard	MLK, Jr Drive	SW Citrus Boulevard	Shared Use Path	1.9			Public Workshop	Yes
Treasure Coast Loop Trail Corridor	Ocean Boulevard/A1A	St. Lucie County Line	Shared Use Path	8.1		Priority Trail Opportunities (2013-2017)		
US 1	Sand Road	Dixie Highway	Shared Use Path	3.2			Public Workshop	
Willoughby Boulevard	Salerno Road	Pomerooy Street	Shared Use Path	1.0		BPAP Top 10 & 20		
Under Study								
New Route	Ault Avenue Terminus	Thru Atlantic Ridge State Park	Shared Use Path	2.6		BPAP Top 10		
New Route	Hallatlookee Park	Thru Atlantic Ridge and Jonathan Dickinson State Park	Shared Use Path	13.3		BPAP Top 10		
New Route	N/A	Thru Atlantic Ridge State Park	Shared Use Path	1.2		BPAP Project List		
New Route	Willoughby Boulevard	Thru Atlantic Ridge State Park	Shared Use Path	4.5		BPAP Top 10		

Martin County Comprehensive Growth Management Plan

Chapter 5 – TRANSPORTATION ELEMENT

Section 5.6. – Goals, Objectives and Policies

Goal 5.3. To establish an integrated transportation system consistent with future development plans.

Policy 5.3A.13. Plan for off-road travel. The County shall continue to work with the East Coast Greenway Alliance to plan a north-south and east-west trail system for off-road, non-motorized travel, extending the full length of the County. The County shall maximize use of the trails listed in Table 9-1 and ensure consistency with Policy 9.1J.3.

RESOLUTION NUMBER #20-03

A RESOLUTION OF THE MARTIN METROPOLITAN PLANNING ORGANIZATION (MPO) OF MARTIN COUNTY, FLORIDA, TO SUBMIT A SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM GRANT APPLICATION TO FUND A SHARED-USE PATH ALONG THE DIXIE HIGHWAY CORRIDOR BETWEEN SE GRAFTON AVENUE AND NW WRIGHT BOULEVARD THAT WILL SERVE AS A SEGMENT OF THE EAST COAST GREENWAY.

WHEREAS, the Florida Department of Transportation (FDOT) is soliciting new proposals for funding trail projects through the SUN Trail program for inclusion in the Tentative Five Year Work Program development cycle as early as Fiscal Year (FY) 2024/2025; and

WHEREAS, Priority Trails identified on the Florida SUN Trail Network are eligible for SUN Trail Program funding; and

WHEREAS, the East Coast Greenway (ECG) consisting of a 3,000-mile route for biking, walking and other active means from Maine to the Florida Keys, is a Priority Trail identified on the SUN Trail Network; and

WHEREAS, FDOT will consider the following phases of project development to fund a Shared-Use Path along the Dixie Highway Corridor between SE Grafton Avenue and NW Wright Boulevard that will serve as a segment of the ECG: feasibility and corridor planning, Project Development and Environment (PD&E) study, design, new construction, or reconstruction of trail surfaces and bridges, Construction Engineering Inspection (CEI) and maintenance; and

WHEREAS, the first phase of project development, the feasibility study and corridor planning, would analyze extending the ECG and assist in determining required alignment, bridges, elevated walkways, utility, drainage and residing businesses and neighborhood impacts; and

WHEREAS, segments of the ECG currently exist in three different areas of Martin County including; 1) along Federal Highway from the south County line to the entrance of Jonathan Dickenson State Park, 2) SE Gomez Avenue from SE Osprey Street to Seabranh Preserve State Park, continuing north through the Park to the main entrance and north along Dixie Highway to SE Grafton

Attachment F - Page 3

Avenue 3) along SE Green River Parkway from Baker Road to the north County line; and

WHEREAS, the Martin MPO will coordinate with Martin County and the City of Stuart with the required Part VIII of the grant application, Certification of Willing Manager(s), that serves as a commitment to maintain the facility requested and enter into a Maintenance of Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for a later project phase.

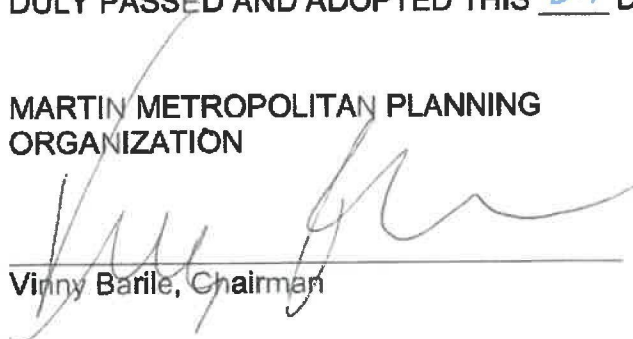
NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN METROPOLITAN PLANNING ORGANIZATION, THAT:

Section 1: The Martin MPO hereby approves submittal of a SUN Trail Program grant application to fund a shared-use path along the Dixie Highway Corridor from SE Grafton Avenue to NW Wright Boulevard that will serve as a segment of the ECG.

Section 2: The MPO Administrator or designee is authorized to work with Martin County, the City of Stuart and the Florida Department of Transportation to provide information for application submittal.

DULY PASSED AND ADOPTED THIS 21st DAY OF October, 2019

MARTIN METROPOLITAN PLANNING
ORGANIZATION



Vinny Barile, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Sarah W. Woods, County Attorney

ATTEST:



Joy T. Puerta, Planner

Martin MPO Preliminary Cost Estimate for Feasibility Study for Salfish Capital Trail

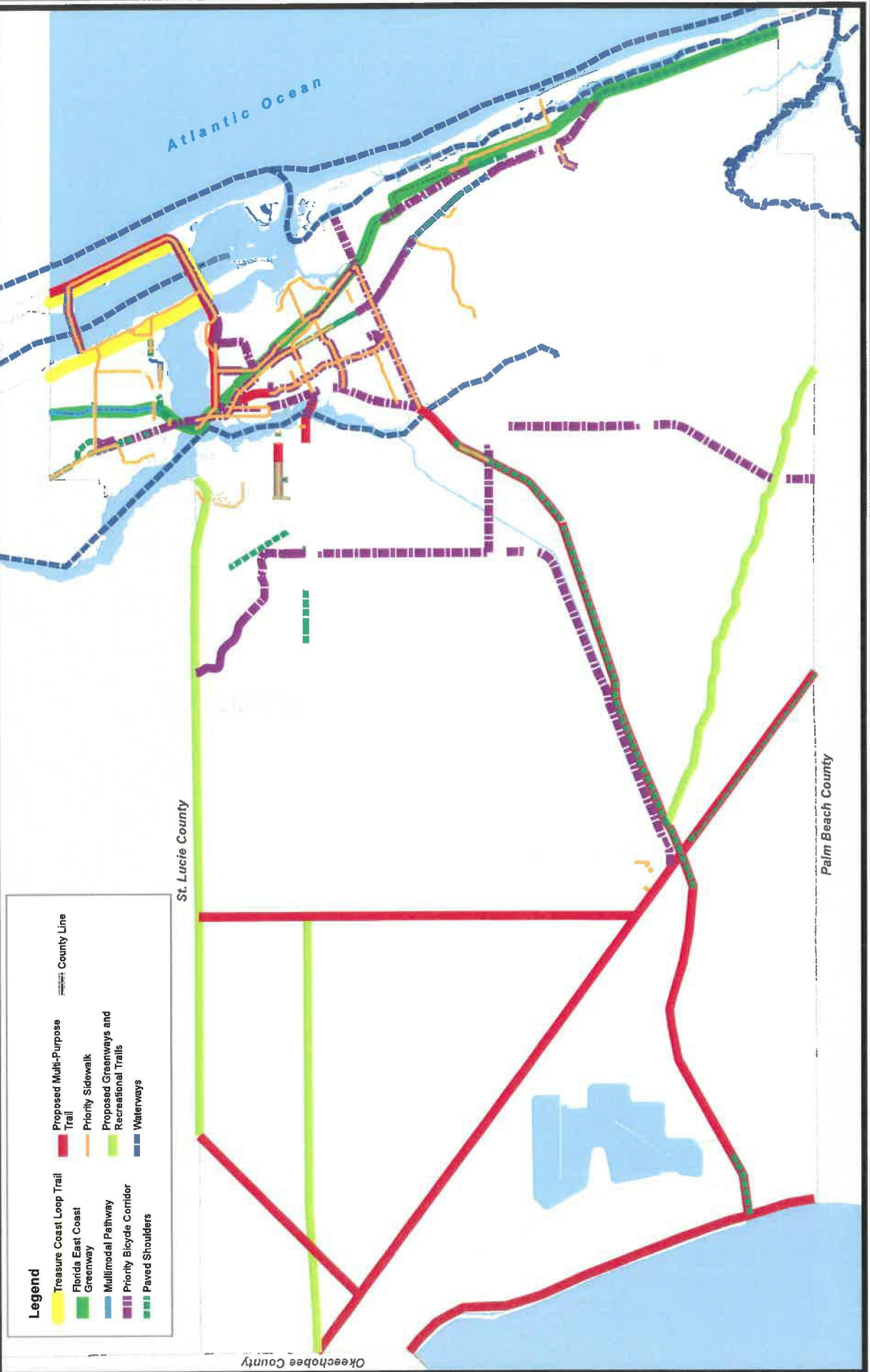
East Coast Greenway (Grafton Avenue to SE Wright Boulevard)						
Corridor	From	To	Mile	sf	Cost	
Dixie Highway	Grafton Avenue	Cove Road	0.6		\$ 171,315.48	A
Dixie Highway	Cove Road	Monterey Road	4.08		\$ 2,169,435.63	C
Dixie Highway	Monterey Road	Ocean Blvd	1.58		\$ 840,124.58	C
Dixie Highway	Ocean Blvd	Seminole	0.19	12,038	\$ 2,407,680.00	D
Dixie Highway	Seminole	n/s of bridge	0.5	31,680	\$ 6,526,080.00	H
Dixie Highway	n/s of bridge	Wright Blvd	1.44		\$ 765,683.16	C
			8.39		\$ 12,880,318.86	
7 north portion 6.1 south portion 21.49 miles total						
References https://www.fdot.gov/programmanagement/estimates/lre/costpermilemodels/cpmsummary.shtm Two directional 12 foot shared use pathway \$ 285,525.80 mile A New construction add one lane 12 feet \$ 531,724.42 mile C Bridges \$ 200.00 sf D Widening a bridge \$ 180.00 sf E Demolition \$ 60.00 sf F Cantilever \$ 160.00 sf G Bridges overwater (+3%) \$ 206.00 sf H						
Estimated Cost Preliminary Eng. Studies - 5% of construction cost 0.05 \$ 644,016 Conceptual Design - 5% of construction cost 0.05 \$ 644,016 Design - 12% of construction cost 0.12 \$ 1,545,638 CEI -15% of construction cost 0.15 \$ 1,932,048 Construction \$ 12,880,319 Total Cost of Project \$ 17,646,037						



2040 Transportation Map Non Motorized Transportation System Figure 5-8



October 24, 2017





Attactment H - Page 2

Appendix E

Regional Trail Facilities Recommendation & Prioritization Analysis

Attachment H - Page 3

NAME	DESCRIPTION	LENGTH (MILES)
ALLAPATAH ROAD	ALLAPATAH ROAD FROM SR 710/WARFIELD BLVD TO NORTH MARTIN GREENWAY	12.06
CROSS-COUNTY TRAIL 1	COVE ROAD FROM SR 91/95 TO SE DIXIE HIGHWAY	5.15
CROSS-COUNTY TRAIL 1	SR 76/KANNER HIGHWAY FROM SR 710/WARFIELD BLVD TO SR 91/95	14.00
CROSS-COUNTY TRAIL 1	SR 76/KANNER HIGHWAY FROM SW CONNERS HWY TO SR 710/WARFIELD BLVD	10.63
CROSS-COUNTY TRAIL 2	NORTH MARTIN GREENWAY	17.62
CROSS-COUNTY TRAIL 2	MARTIN/OKEECHOBEE COUNTY LINE TO NORTH MARTIN GREENWAY	11.73
CROSS-COUNTY TRAIL 2	MURPHY RD FROM SR 714/MARTIN DOWNS BLVD TO COUNTY LINE CANAL	3.11
CROSS-COUNTY TRAIL 2x	MONTEREY RD FROM ALHAMBRA AVE TO SE DIXIE HWY	0.93
EAST COAST GREENWAY - ALTERNATE 1	PALM BEACH RD FROM SE MONTEREY RD TO SE OCEAN BLVD	1.09
EAST COAST GREENWAY - ALTERNATE 2	SE MONTEREY RD AT SE DIXIE HWY TO OCEAN BLVD AT SE DIXIE HWY	3.40
EAST COAST GREENWAY - ALTERNATE 3	ECG FROM JONATHAN DICKINSON PARK TO COVE ROAD	10.09
EAST COAST GREENWAY - ALTERNATE 3	JONATHAN DICKINSON PARK FROM PARK ROAD TO TRAIL	4.29
EAST COAST GREENWAY - MAIN	PARK RD FROM FLORIDA PARK SERVICES TO US 1/FEDERAL HWY	0.27
EAST COAST GREENWAY - MAIN	JONATHAN DICKINSON STATE PARK TRAIL FROM US 1/FEDERAL HWY TO FLORIDA PARK SERVICES	2.35
EAST COAST GREENWAY - MAIN	JONATHAN DICKINSON STATE PARK TRAIL AT US 1/FEDERAL HWY	0.02
EAST COAST GREENWAY - MAIN	US 1/FEDERAL HWY FROM FEC CROSSING TO MIDBLOCK CROSSWALK	
EAST COAST GREENWAY - MAIN	US 1/FEDERAL HWY AT FEC CROSSING	
EAST COAST GREENWAY - MAIN	SE DIXIE HWY FROM RAILROAD CROSSING TO SE BRIDGE RD	1.49
EAST COAST GREENWAY - MAIN	SE GOMEZ AVE FROM SE BRIDGE RD TO SE OSPREY ST	3.28
EAST COAST GREENWAY - MAIN	SE DIXIE HWY FROM SE GRAFTON AVE TO SR 714/MONTEREY RD	4.68
EAST COAST GREENWAY - MAIN	SE DIXIE HWY FROM SE SEMINOLE ST TO NE BAKER RD	1.98
EAST COAST GREENWAY - MAIN	SE DIXIE HWY FROM SR 714/MONTEREY RD TO SE OCEAN BLVD	1.58
EAST COAST GREENWAY - MAIN	SE DIXIE HWY FROM SE OCEAN BLVD TO SE SEMINOLE ST	0.19
EAST COAST GREENWAY - WILLOUGHBY CONNECTOR	WILLOUGHBY BOULEVARD FROM SE COVE RD TO US 1/FEDERAL HWY	4.58
JESUP TRAIL	JESUP TRAIL FROM INDIANTOWN RD TO JONATHAN DICKINSON STATE PARK	6.48
LAKE OKEECHOBEE SCENIC TRAIL	LAKE OKEECHOBEE	1.89
WEST PALM - OKEECHOBEE TRAIL	SR 710/SW WARFIELD BLVD FROM PALM BEACH/MARTIN COUNTY LINE TO MARTIN/OKEECHOBEE COUNTY LINE	23.85

NAME	DESCRIPTION	LENGTH (MILES)	Total Activity Count	Maximum Speed Limit	Safety Mobility	Population Within 1/4 Mile (%)	Population Within 1/2 Mile (%)	Social Equity	Facility Type	Connectivity	Transit Access	Walk Score	Total Points
CROSS-COUNTY TRAIL 2x	MONTEREY RD FROM ALHAMBRA AVE TO SE OXIE HWY	0.03	0.5	0.5	1	0.5	0	0.75	0.5	1	0	0.6	6.5
EAST COAST GREENWAY - ALTERNATE 2	SE MONTEREY RD AT SE OXIE HWY TO OCEAN BLVD AT SE OXIE HWY	3.40	0.4	0.5	0.5	1	0.25	0.5	1	1	0	0.63	5.9
EAST COAST GREENWAY - ALTERNATE 1	PALM BEACH RD FROM SE MONTEREY RD TO SE OCEAN BLVD	1.00	0.2	<N/A>	0.5	1	0.25	0.125	1	1	0.25	0.47	5.8
EAST COAST GREENWAY - MAIN	SE OXIE HWY FROM SR 714 MONTEREY RD TO SE OCEAN BLVD	1.55	0.2	<N/A>	0	1	0.5	0.125	1	1	0	0.52	5.4
EAST COAST GREENWAY - MAIN	SE OXIE HWY FROM SE GRANTON AVE TO SR 714 MONTEREY RD	4.55	0.4	<N/A>	1	1	0.5	0.125	0.5	1	0	0.29	5.3
EAST COAST GREENWAY - MELOUGHBY CONNECTOR	MELLOUGHBY RD FROM SE OXIE HWY TO US 1 FEDERAL HWY	4.55	0.2	<N/A>	0.5	1	0	0.125	1	1	0	0.41	5.2
EAST COAST GREENWAY - MAIN	SE OXIE HWY FROM SE OCEAN BLVD TO SE SEMINOLE ST	0.19	0.2	<N/A>	0	1	0.5	0.125	0.5	1	0	0.71	5.0
EAST COAST GREENWAY - MAIN	SE OXIE HWY FROM SE SEMINOLE ST TO NE BAKER RD	1.15	0.2	0.5	0.5	1	0.25	0.125	0.5	1	0	0.37	4.9
WEST PALM - OKEECHOBEE TRAIL	SR 710 SAW WARRFIELD BLVD FROM PALM BEACH MARTIN COUNTY LINE TO MARTIN OKEECHOBEE COUNTY LINE	23.65	0.2	1	0.5	0	0	1	1	1	0	0	4.7
CROSS-COUNTY TRAIL 1	COVE ROAD FROM SR 945 TO SE OXIE HWY	3.15	0.4	1	0.5	0	0.25	0.25	0.5	1	0.25	0.2	4.6
CROSS-COUNTY TRAIL 2	MURPHY RD FROM SR 714 MARTIN DOWNS BLVD TO COUNTY LINE CANAL	3.11	0.2	0.5	0.5	1	0	0.25	0.5	1	0	0.04	4.4
EAST COAST GREENWAY - MAIN	SE OXIE HWY FROM SE BRIDGE RD TO SE OXIE HWY	3.28	0	<N/A>	0.5	1	0	0.125	0.5	1	0	0.16	4.0
EAST COAST GREENWAY - MAIN	SR 70 KANAWA HIGHWAY FROM SR 710 WARRFIELD BLVD TO SE BRIDGE RD	1.40	0	0.5	0	0	0	0.25	0.25	1	0	0.42	3.4
CROSS-COUNTY TRAIL 1	ALLAPATTAH ROAD	14.00	0	1	0	0	0.25	0.125	0.25	1	0.25	0	3.4
CROSS-COUNTY TRAIL 2	ALLAPATTAH ROAD FROM SR 710 WARRFIELD BLVD TO NORTH MARTIN GREENWAY	12.00	0	0.5	0.5	0	0.25	0	1	1	0	0.01	3.3
CROSS-COUNTY TRAIL 2	NORTH MARTIN GREENWAY	17.62	<N/A>	<N/A>	0	0	0	0.125	1	1	0	0	3.1
LAKE OKEECHOBEE	MARTIN OKEECHOBEE COUNTY LINE TO NORTH MARTIN GREENWAY	11.73	<N/A>	<N/A>	0	0	0	0	1	1	0	0	3.0
EAST COAST GREENWAY - ALTERNATE 3	ECG FROM JONATHAN DICKINSON PARK TO COVE ROAD	10.69	0	<N/A>	0	0	0	0	1	1	0	0	2.8
EAST COAST GREENWAY - MAIN	US 1 FEDERAL HWY FROM FEC CROSSING TO MIDBLOCK CROSSWALK	0.02	0.2	1	0	0	0.25	0.25	1	0	0	0.03	2.7
EAST COAST GREENWAY - MAIN	JONATHAN DICKINSON STATE PARK TRAIL AT US 1 FEDERAL HWY	10.63	0	<N/A>	0	0	0.25	0.5	0	0	0	0.03	2.6
CROSS-COUNTY TRAIL 1	SR 70 KANAWA HIGHWAY FROM SWY CONNERS HWY TO SR 710 WARRFIELD BLVD	4.25	<N/A>	1	0	0	0	0	0.5	0	0	0	2.5
EAST COAST GREENWAY - ALTERNATE 3	JONATHAN DICKINSON PARK FROM PARK ROAD TO TRAIL	0.8	<N/A>	<N/A>	0	0	0	0.125	0.25	1	0	0.03	2.4
EAST COAST GREENWAY - MAIN	US 1 FEDERAL HWY AT FEC CROSSING	2.35	<N/A>	1	0	0	0	0.25	0.25	0	0	0.03	2.1
EAST COAST GREENWAY - MAIN	JONATHAN DICKINSON STATE PARK TRAIL FROM US 1 FEDERAL HWY TO FLORIDA PARK SERVICES	6.45	<N/A>	<N/A>	0	0	0.25	0.125	0.5	1	0	0.03	1.9
JESUP TRAIL	JESUP TRAIL FROM INDIANTOWN RD TO JONATHAN DICKINSON STATE PARK	0.27	<N/A>	<N/A>	0	0	0	0.125	0.25	1	0.5	0	1.9
EAST COAST GREENWAY - MAIN	PARK RD FROM FLORIDA PARK SERVICES TO US 1 FEDERAL HWY	0.27	<N/A>	<N/A>	0	0	0	0.25	0.25	1	0	0.02	1.5

Attachment I



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS.

Summary Explanation/Background Information on Agenda Request:

Each year, it is decided among the Commissioners which community boards each is best suited to represent and attend on behalf of the City.

There are currently eight (8) boards for which the City Commission has previously agreed to serve. These boards do not include other personal commitments of the Commissioners. The seats on these boards are specifically reserved for a Stuart City Commissioner by the agency itself.

There are five (5) commissioners and eight (8) boards with some being more labor intensive than others. It is recommended that all commissioners serve on at least one board and then the City Commission decide which Commissioners are best suited to represent the City for the remaining positions.

Funding Source:

N/A

Recommended Action:

Motion to approve various appointments of City Commissioner to various boards.

ATTACHMENTS:

	Description	Upload Date	Type
□	2020 Commissioner Community Board Appointments	11/26/2019	Attachment

2020 COMMISSION BOARD MEMBERSHIP		
BOARD	MEMBER	MEETINGS
Airport Noise Advisory Committee		Quarterly (January, April, July, October) - Airport Maint. Bldg Conference Room
Arts Council		4th Wed. every month at 5 PM
Business Development Board (BDB)		2nd Wed. every month at 9 AM - Airport Maint. Building
Metropolitan Planning Organization (MPO)		3rd Mon. every month at 9 AM - MC Commission Chambers
Tourist Development Council (TDC)		3rd Wed. every month at 3 PM - MC Commission Chambers
Treasure Coast Council of Local Governments (TCCLG)		1st Wed. every month at 10 AM - St. Lucie County Admin Annex
Treasure Coast Regional League of Cities (TCRLC)		3rd Wed. every month at 10 AM - Chamber of Commerce in St. Lucie County
Treasure Coast Regional Planning	* Alternate: City of Stuart	3rd Fri. every month at 9:30 AM - Wolf High Tech. Center IRSC

Revised: 11/25/19
Commission Board Appointments 2020

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: David Dyess, City Manager

Title of Item:

BY-LAWS OF 2020 STUART CHARTER ADVISORY BOARD (RC):

RESOLUTION No. 114-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING A CITY CHARTER REVIEW ADVISORY BOARD, AND PROVIDING AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

Article X of the City Charter outlines the process of a charter advisory board to be held every ten years. Attached are the by-laws for your approval as it relates to the Charter Advisory Board. The Florida League of Cities recommends an 11 person board for a 5 board commission. I am recommending that each commissioner selects two board members and delegates the eleventh position to the city manager. Your board member selection must be submitted to the City Clerk within 30 days of approving the by-laws.

The Charter Advisory Board has 180 days to submit a report for the commission on charter change recommendations. Any change recommendations that the commission approves will be placed on the 2020 voter ballot if a referendum is required for that change.

Staff will create clean up items for the advisory board to consider and any changes that the commission would like evaluated by the advisory board should also be submitted to the city manager for discussion during the advisory board meetings.

Funding Source:

N/A

Recommended Action:

Motion to approve by-laws and selection process of advisory board members.

ATTACHMENTS:

Description	Upload Date	Type
□ R114-2019 Charter Review Board	11/26/2019	Attachment
□ 2020 Charter Advisory Board By-Laws	11/26/2019	Attachment



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

RESOLUTION NUMBER 114-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA APPOINTING A CITY
CHARTER REVIEW ADVISORY BOARD, AND
PROVIDING AN EFFECTIVE DATE.**

* * * * *

WHEREAS, pursuant to the City Charter Section 10.02, there shall be designated by the commission, a charter advisory board to consist of residents of the City.

WHEREAS, the members of the Charter Advisory Board shall be appointed by and shall serve at the pleasure of the Commission.

WHEREAS, the Charter Advisory Board shall convene at the call of its chairman, examine the charter, hold public hearings and not later than one hundred eighty (180) days thereafter, file with the commission its proposals if any for revisions to the City Charter.

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

SECTION 1: The advisory board bylaws attached hereto and made apart hereof are adopted for the purpose of compliance with the City Charter to initiate the Charter Review Advisory Board appointment process.

SECTION 2: This resolution shall take effect immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of December, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

BY-LAWS
OF
2020 STUART CHARTER ADVISORY BOARD

These By-Laws constitute the rules adopted by the City of Stuart 2020 Charter Advisory Board (Board) for the regulation and management of its affairs.

ARTICLE I
GENERAL

- 1.1 Establishment and Name. The Board is established as provided in Sec. 10.02 of the 1991 City Charter.
- 1.2 Purpose and Objectives. The purpose of the Board is to review the City Charter and to file a report within 180 days from the first meeting of the Board, with the City Commission to recommend changes, if any, to the 1991 City Charter.
- 1.3 Office. The principal office of the Board shall be the office of the City Clerk of the City.

ARTICLE 2
OFFICERS AND EMPLOYEES

- 2.1 Regular Officers: Regular officers of the Board shall be a Chair and a Vice-Chair who shall be appointed by the Board at its first meeting.
- 2.2 Chair: The Chair shall preside at all meetings of the Board and shall execute instruments in the name of the Board as may be required.
- 2.3 Vice-Chair: The Vice-Chair shall, in the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction, exercise the functions of the Chair.
- 2.4 Vacancy: Upon a vacancy in the office of Chair or Vice-Chair, the Board members shall select one of them to fill the position at the next regular meeting following the creation of the vacancy.
- 2.5 City Manager: The City Manager shall serve as the senior staff person to the Board.
- 2.6 City Clerk: The City Clerk shall serve as the Secretary of the Board and as such shall prepare Board agendas, be the custodian of all books and records of the Board, keep the minutes and a recording of all votes of all Board meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the Board. In the absence of the Secretary at a meeting, the City Manager shall designate an employee to act as Secretary.

2. 7 City Attorney: The City Attorney shall be the Board legal advisor.

ARTICLE 3

MEETINGS

3.1 Regular Meetings: The Board may hold periodic regular meetings on a day, time and place to be designated from time to time by the Board.

3.2 Special Meetings: The Chairman, the City Manager, or any two (2) Board members may require the calling of a special meeting at a reasonable time and place by requesting the Secretary to arrange for and give notice of such special meeting.

3.3 Emergency Meetings: Emergency meetings of the Board may be called at any time and place by the Chairman or by a majority of the Board Members. The Secretary shall give personal or telephonic notice to Board members, specifying the time and place of the emergency meeting and the business to be transacted no other business shall be considered at such meeting. Notice of an emergency meeting may be waived in the same manner as notice of a special or regular meeting.

3.4 Notice of Meetings: The Secretary shall give notice of each regular meeting to Board members at least three (3) days prior to such meeting. Notice of any special meeting shall be given at least two (2) days prior to such meeting unless notice of the meeting is waived by a Board Member. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Board Members. Reasonable notice of all special and regular meetings shall be provided to the public, appropriate City officials and appropriate members of the press. Notice of emergency meetings shall be provided to the public, appropriate City officials and appropriate members of the press as reasonable under the circumstance.

3.5 Quorum and Voting: A majority of the Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the Board may act by a vote of a majority of the Members present. If any meeting cannot be conducted because a quorum is not present, the Members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Member.

3.6 Adjourned and Continued Meetings: Where a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is adjourned to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Rules of Order: All meetings shall be conducted informally, except that the Chair may invoke the most recent published Edition of Robert's Rules of Order, Revised unless otherwise provided by the Board.

3.8 Ethics, Public Meetings and Public Records: Board Members shall conduct themselves in accordance with the provisions of Chapter 112, Florida Statutes regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of Section 286.011, Florida Statutes (Government in the Sunshine). All Board records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law).

ARTICLE 4
COMMITTEES

4.1 Power to Create: The Board shall have the power to create necessary committees, from time to time, as shall be necessary to carry out the functions, purposes and objectives of the Charter Advisory Board.

ARTICLE 5
AMENDMENTS

5.1 Amendments: The By-Laws of the Board may be amended at any regular or special meeting by four (4) affirmative votes. No amendment shall be adopted unless at least two (2) days written notice thereof has been previously given to all Board members.

ARTICLE 6
DISSOLUTION

The Board shall be dissolved when the final report required by Sec. I 0.02 of the City Charter is filed with the City Clerk.

CITY OF STUART:

CHARTER ADVISORY BOARD:

DAVID DYESS
CITY MANAGER

BOARD CHAIR

MARY KINDEL
CITY CLERK

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

Prepared by: J. Tumminelli

Title of Item:

INTERLOCAL AGREEMENT WITH MARTIN COUNTY FOR DIRECT RADIO COMMUNICATION (RC):

RESOLUTION No. 113-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND MARTIN COUNTY ("COUNTY") TO PROVIDE DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC SAFETY ANSWERING POINTS AND ON-DUTY CITY PERSONNEL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

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

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

The draft Inter local Agreement attached to the agenda includes red lined changes which are under discussion but due to the deadline for the agenda because of the Thanksgiving Holiday it had to be submitted before final. Staff is seeking authority to enter the Inter local Agreement as approved by City Police Chief.

Funding Source:

N/A

Recommended Action:

Approve and authorize Resolution No. 113-2019

ATTACHMENTS:

Description	Upload Date	Type
☐ R113-2019 Authorization to enter ILA with Martin County re: Direct radio communication between 911 PSAPs and First Responders	11/22/2019	Resolution add to Y drive
☐ Florida Statute 365.179	11/22/2019	Backup Material



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

RESOLUTION NUMBER 113-2019

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 9th day of December, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

The Florida Senate

2019 Florida Statutes

Title XXVII RAILROADS AND OTHER REGULATED UTILITIES	Chapter 365 USE OF TELEPHONES AND FACSIMILE MACHINES Entire Chapter	SECTION 179 Direct radio communication between 911 public safety answering points and first responders.
---	--	--

365.179 Direct radio communication between 911 public safety answering points and first responders. —

(1) As used in this section, the term:

(a) “First responder agency” includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls.

(b) “911 public safety answering point” or “PSAP” means a municipal or county emergency communications or 911 call center in this state that receives cellular, landline, or text-to-911 communications.

(2) Each sheriff, in collaboration with all first responder agency heads in his or her county, shall facilitate the development and execution of written interlocal agreements between all primary first responder agencies within the county. Each agreement must establish written protocols that outline circumstances and public safety emergencies under which a PSAP will directly provide notice by radio of an emergency to the on-duty personnel of a first responder agency for which the PSAP does not provide primary dispatch functions. Each agreement must require the PSAP to have direct radio contact with primary first responder agencies and their dispatchers, for whom the PSAP can reasonably receive 911 communications, without having to transfer a 911 communication to another PSAP or dispatch center for dispatch. The method of complying with this requirement shall be established by the first responder agency heads and set forth in each interlocal agreement.

(3) Each PSAP must be capable of immediately broadcasting 911 communications or public safety information over the primary radio dispatch channels of each first responder agency in the county it serves, except in those first responders service areas where the PSAP cannot reasonably receive 911 calls. If a county or jurisdiction has multiple PSAPs, each PSAP must have this capability.

(4) Unless technologically precluded due to radio incompatibility, upon written request from a law enforcement agency head, a law enforcement agency head in the same county or in an adjacent jurisdiction in another county must authorize the requesting agency to install the responding agency’s primary dispatch channel or channels in the requesting agency’s PSAP, dispatch center, or mobile or portable radios.

(5) Each primary first responder agency, PSAP, and dispatch center within each county shall train all applicable personnel regarding the procedures and protocols specified in the interlocal agreements made pursuant to this section. This training shall also include radio functionality and how to readily access the necessary dispatch channels in accordance with the interlocal agreements.

(6) By January 1, 2020, each sheriff shall provide to the Department of Law Enforcement:

(a) A copy of each interlocal agreement made between the primary first responder agencies within his or her county pursuant to this section; and

(b) Written certification that all PSAPs in his or her county are in compliance with this section.

History.—s. 3, ch. 2019-146.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2019 State of Florida.

AN INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY FIRST RESPONDER AGENCIES

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

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

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

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

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

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

Article 1. Purpose

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

Article 2. Definitions

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

INTERLOCAL AGREEMENT- PSAP

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

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

Article 3. Each AGENCY agrees that:

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

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

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

Article 4. Effective Date and Term of Agreement

This Agreement shall take effect upon execution and approval by the hereinafter named AGENCIES and shall continue in full force and effect unless otherwise extended or until

INTERLOCAL AGREEMENT- PSAP

terminated upon the written agreement of each AGENCY. ~~by operation or otherwise subject to sunset under Florida Statute.~~

Article 5. Liability

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

Article 6. Non-Discrimination

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

Article 7. Relationship of the Parties

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

Article 8. Delegation of Duty

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

Article 9. No Third-Party Beneficiaries

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

Article 10. Severability

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

Article 11. Amendments to this Agreement

INTERLOCAL AGREEMENT- PSAP

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

Article 12. Assignment; Binding Agreement

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

Article 13. Governing Law and Venue

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

Article 14. Entirety of Contractual Agreement

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

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

INTERLOCAL AGREEMENT- PSAP

ATTEST:

MARTIN COUNTY SHERIFF'S OFFICE

BY: _____

WILLIAM D. SNYDER
SHERIFF

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

GLENN THEOBALD
CHIEF DEPUTY/LEGAL COUNSEL

INTERLOCAL AGREEMENT- PSAP

(MARTIN COUNTY FIRE RESCUE)

ATTEST:

BOARD OF COUNTY COMMISSIONERS

MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

SARAH WOODS, COUNTY ATTORNEY

INTERLOCAL AGREEMENT- PSAP

ATTEST:

CITY OF STUART

BY: _____

MARY R. KINDEL, CITY CLERK

REBECCA S. BRUNER, MAYOR

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

MICHAEL J. MORTELL, CITY ATTORNEY

INTERLOCAL AGREEMENT- PSAP

ATTEST:

TOWN OF SEWALL'S POINT

BY: _____

TINA CIECHANOWSKI, CHIEF OF POLICE

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

GLENN TORCIVIA, TOWN ATTORNEY

INTERLOCAL AGREEMENT- PSAP

ATTEST:

TOWN OF JUPITER ISLAND

BY: _____

ROBERT GARLO, PUBLIC SAFETY DIRECTOR

DATE: _____

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

JOHN C. RANDOLPH, JONES FOSTER

EXHIBIT A

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

LAW ENFORCEMENT AGENCIES:

Martin County Sheriff's Office

City of Stuart Police Department

Town of Jupiter Island Public Safety Department

Town of Sewall's Point Police Department

FIRE SERVICE AGENCIES:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department

EMERGENCY MEDICAL SERVICES PROVIDERS:

Martin County Fire Rescue Department

City of Stuart Fire Rescue Department

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 12/9/2019

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.

Staff are recommending the amendment of condition 25 of the PUD agreement to maintain the consistent implementation and design of off site infrastructure such:

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~~The location of sidewalks, pedestrian and cyclist connectivity, design of street sections, street furniture and amenities within the right of way, shall be reviewed for each phase of development of this PUD and this agreement amended accordingly so that the off-site infrastructure plan demonstrates consistency of improvements throughout the PUD.

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

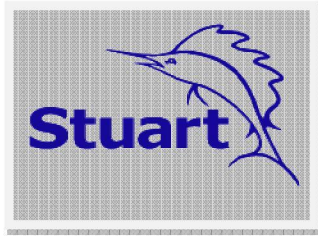
Recommended Action:

Motion to approve Ordinance 2420-2019, with recommended amendments, on second and final reading

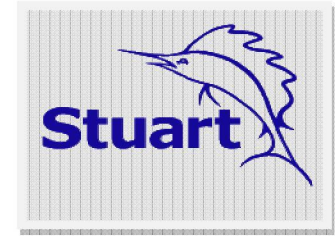
ATTACHMENTS:

Description	Upload Date	Type
□ Staff Report	11/15/2019	Staff Report

□	Ord 2420-2019; Avonlea PUD amendment	11/27/2019	DRAFT ORDINANCE
□	Site Plan	11/26/2019	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 Infrastrure 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
<i>Adjacent FLU</i>	<i>North</i>	Martin County – Mobile home density up to 8 u/p/a
	<i>South</i>	City – Downtown Redevelopment
	<i>East</i>	City – Downtown Redevelopment
	<i>West</i>	City – Downtown Redevelopment
Subject Property Land Use (Parcel 12)		Neighborhood/Special District
<i>Adjacent FLU</i>	<i>North</i>	City – Downtown Redevelopment
	<i>South</i>	City – Downtown Redevelopment
	<i>East</i>	City – Downtown Redevelopment
	<i>West</i>	City – Downtown Redevelopment
Subject Property Zoning (Parcel 2)		RPUD (Residential Planned Unit Development)
<i>Adjacent Zoning</i>	<i>North</i>	Martin County – RT (Mobile Home Subdivision District)
	<i>South</i>	City – RPUD (New Avonlea PUD)
	<i>East</i>	City – RPUD (New Avonlea PUD)
	<i>West</i>	City – RPUD (New Avonlea PUD)
Subject Property Zoning (Parcel 12)		RPUD (Residential Planned Unit Development)
<i>Adjacent Zoning</i>	<i>North</i>	City – RPUD (New Avonlea PUD)
	<i>South</i>	City – RPUD (New Avonlea PUD)
	<i>East</i>	City – RPUD (New Avonlea PUD)
	<i>West</i>	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 trees 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

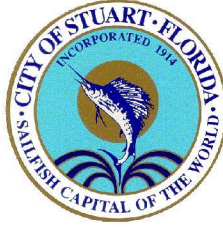
The development of the parcels will comply with the approved permits, made a part as Exhibits to the PUD Ordinance. The applicant has provided a detailed Preserve Area Maintenance Plan (or PAMP) which shall apply to the entire PUD.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2019.

ATTEST:

Ordinance 2420-2020 – New Avonlea CPUD – Amendment No. 2 and Master Site Plan Approval for
Avonlea Crossings A (Parcel 1)

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:

Ordinance 2420-2020 – New Avonlea CPUD – Amendment No. 2 and Master Site Plan Approval for
Avonlea Crossings A (Parcel 1)

WITNESSES:

Frank A. Wacha Jr., Trustee

Print Name: _____

By: _____

Frank A. Wacha Jr.

Print Name: _____

WITNESSES:

STB Outdoors, LLC

A Florida Limited Liability Company

Print Name: _____

By: _____

Nikolas Schroth, Member

Print Name: _____

WITNESSES:

DG Shreveport, LLC

A Florida Limited Liability Company

Print Name: _____

By: _____

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 COMMERCIAL 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 EXTENSION 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 EXTENSION, 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)

Ordinance 2420-2020 – New Avonlea CPUD – Amendment No. 2 and Master Site Plan Approval for Avonlea Crossings 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 area designated by the City. (existing)
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. Parcels 1, 2 10, 11 and 12 shall be served by Martin County Utilities, parcels 13, 14, 15 and 16 shall be served by City of Stuart (Revised)

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 location of sidewalks, pedestrian and cyclist connectivity, design of street sections, street furniture and amenities within the right of way, shall be reviewed for each phase of development of this PUD and this agreement amended accordingly so that the off-site infrastructure plan demonstrates consistency of improvements throughout the PUD. (Revised)
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-site 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:

Ordinance 2420-2020 – New Avonlea CPUD – Amendment No. 2 and Master Site Plan Approval for Avonlea Crossings A (Parcel 1)

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.

<u>PARCEL</u>	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)

Ordinance 2420-2020 – New Avonlea CPUD – Amendment No. 2 and Master Site Plan Approval for Avonlea Crossings A (Parcel 1)

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. (existing)

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

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	31 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	

Page 167 of 213

requirements, etc., this does not guarantee that these maximums will be approved. (revised)

REVISIONS BY	

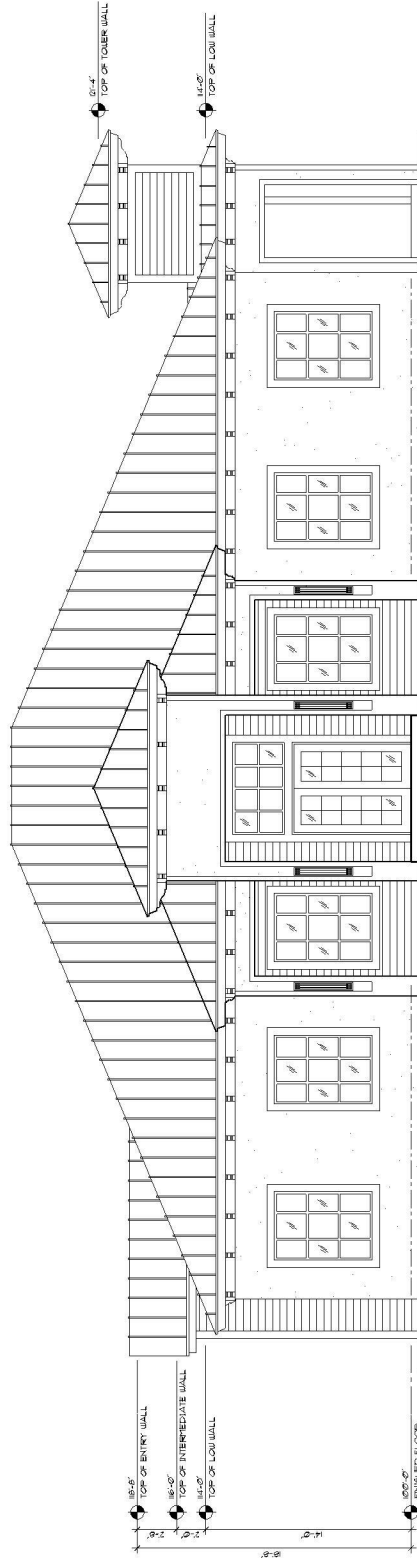
KUOPPALA & ASSOCIATES, P.A.
 ARCHITECTS
 ROBERT E. KUOPPALA
 925 SOUTH MILITARY TRAIL, SUITE D-10
 WEST PALM BEACH, FLORIDA 33415
 (561) 682-1975-EXT. 100
 (561) 682-1975-EXT. 101
 (561) 682-1975-EXT. 102

SEPTEMBER 30, 2013
 NEW PROFESSIONAL & MEDICAL OFFICES
 LOT #1 - AVONILE CROSSINGS 'A'
 NORTHWEST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
 STUART, FLORIDA

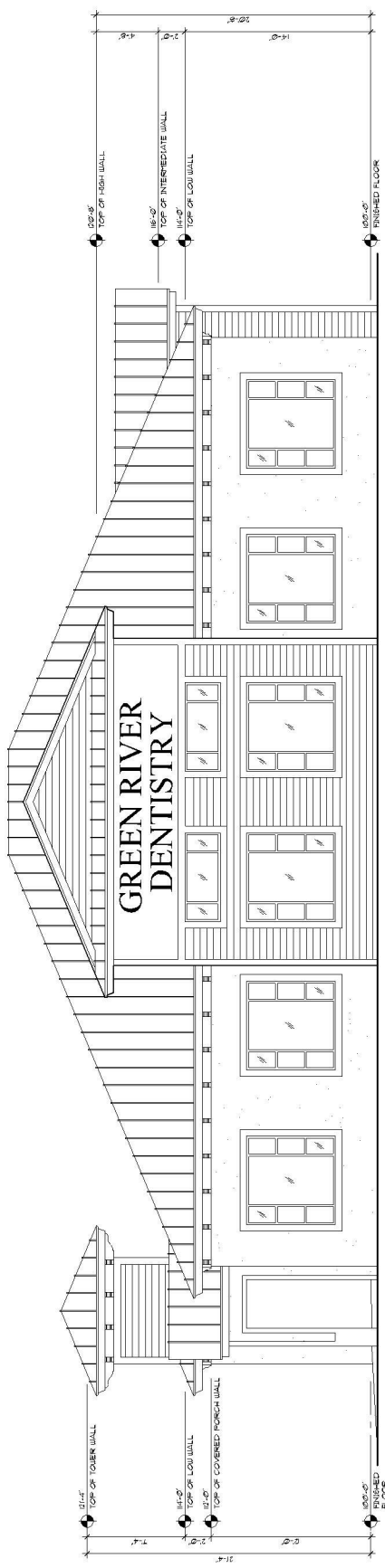
KINDIG PROFESSIONAL PLAZA
 NEW PROFESSIONAL & MEDICAL OFFICES
 LOT #1 - AVONILE CROSSINGS 'A'
 NORTHWEST CORNER OF GREEN RIVER PARKWAY & BAKER ROAD EXTENSION
 STUART, FLORIDA

DATE	12/15/12
SCALE	1/4" = 1'-0"
PROJECT	KINDIG PROFESSIONAL PLAZA
CLIENT	STUART CROSSINGS 'A'
ARCHITECT	KUOPPALA & ASSOCIATES, P.A.
DATE	12/15/12
BY	RS
CHECKED BY	RS
APPROVED BY	RS
DATE	12/15/12

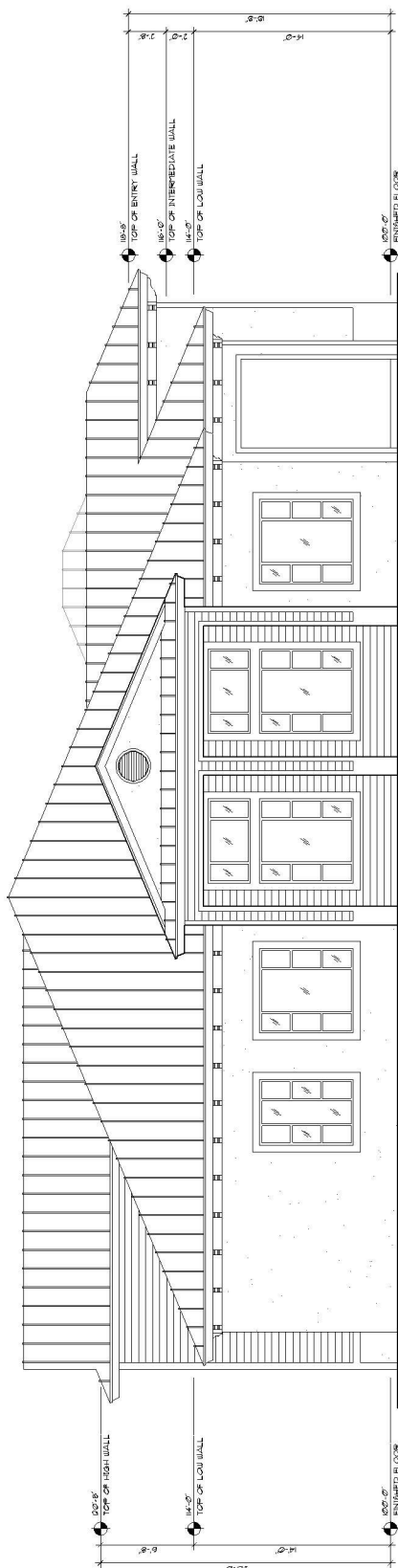
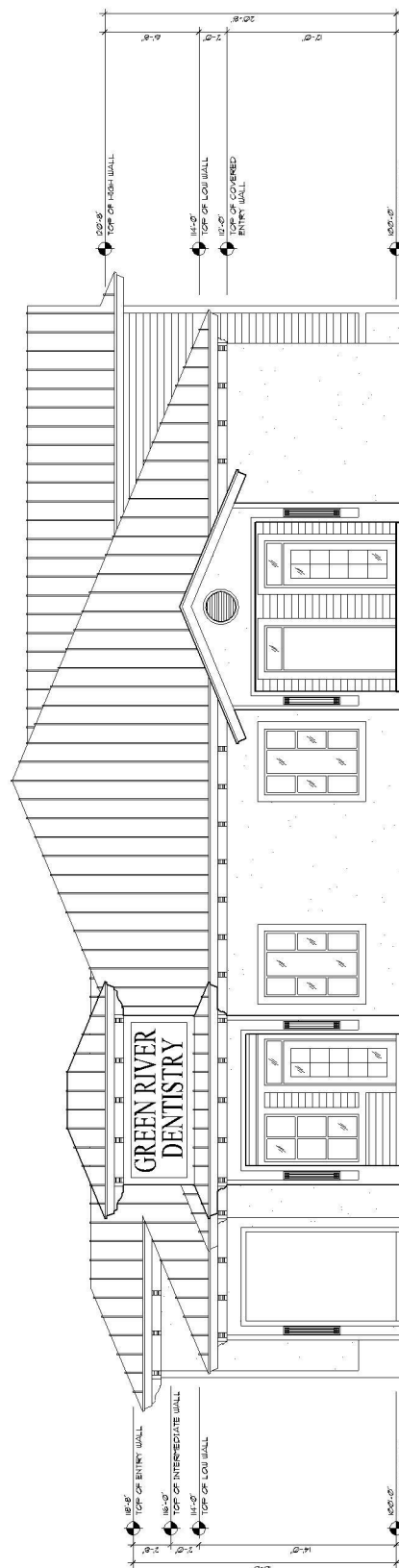
GENERAL NOTES:
 1. SEE EXISTING SURVEY FOR EXISTING CONDITIONS.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
 4. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 5. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 6. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING.
 8. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE BUILDING.
 9. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING.
 11. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE BUILDING.
 12. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING.
 14. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE BUILDING.
 15. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.
 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING.
 17. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE BUILDING.
 18. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.
 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING.
 20. THE OWNER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE BUILDING.



NORTHEAST ELEVATION
 1/4" = 1'-0"



SOUTHWEST ELEVATION
 1/4" = 1'-0"

SOUTHEAST ELEVATION
1/4" = 1'-0"

NORTHWEST ELEVATION

BUILDING #1 TENANT WALL SIGN CALCULATIONS:

- | | CODE RECOMMENDATION | REMARKS |
|----|--|---|
| A1 | 1.1 12.5-15.0 g/L
all materials 100 g/L (50 g/L per day) | 12.5-15.0 g/L for this and then 10 to 15 g/L for balance of treatment |
| Ba | 1.1 12.5-15.0 g/L
1.2 15.0-20.0 g/L
1.3 15.0-20.0 g/L
1.4 15.0-20.0 g/L
1.5 15.0-20.0 g/L
1.6 15.0-20.0 g/L
1.7 15.0-20.0 g/L
1.8 15.0-20.0 g/L
1.9 15.0-20.0 g/L
2.0 15.0-20.0 g/L
2.1 15.0-20.0 g/L
2.2 15.0-20.0 g/L
2.3 15.0-20.0 g/L
2.4 15.0-20.0 g/L
2.5 15.0-20.0 g/L
2.6 15.0-20.0 g/L
2.7 15.0-20.0 g/L
2.8 15.0-20.0 g/L
2.9 15.0-20.0 g/L
3.0 15.0-20.0 g/L
3.1 15.0-20.0 g/L
3.2 15.0-20.0 g/L
3.3 15.0-20.0 g/L
3.4 15.0-20.0 g/L
3.5 15.0-20.0 g/L
3.6 15.0-20.0 g/L
3.7 15.0-20.0 g/L
3.8 15.0-20.0 g/L
3.9 15.0-20.0 g/L
4.0 15.0-20.0 g/L
4.1 15.0-20.0 g/L
4.2 15.0-20.0 g/L
4.3 15.0-20.0 g/L
4.4 15.0-20.0 g/L
4.5 15.0-20.0 g/L
4.6 15.0-20.0 g/L
4.7 15.0-20.0 g/L
4.8 15.0-20.0 g/L
4.9 15.0-20.0 g/L
5.0 15.0-20.0 g/L
5.1 15.0-20.0 g/L
5.2 15.0-20.0 g/L
5.3 15.0-20.0 g/L
5.4 15.0-20.0 g/L
5.5 15.0-20.0 g/L
5.6 15.0-20.0 g/L
5.7 15.0-20.0 g/L
5.8 15.0-20.0 g/L
5.9 15.0-20.0 g/L
6.0 15.0-20.0 g/L
6.1 15.0-20.0 g/L
6.2 15.0-20.0 g/L
6.3 15.0-20.0 g/L
6.4 15.0-20.0 g/L
6.5 15.0-20.0 g/L
6.6 15.0-20.0 g/L
6.7 15.0-20.0 g/L
6.8 15.0-20.0 g/L
6.9 15.0-20.0 g/L
7.0 15.0-20.0 g/L
7.1 15.0-20.0 g/L
7.2 15.0-20.0 g/L
7.3 15.0-20.0 g/L
7.4 15.0-20.0 g/L
7.5 15.0-20.0 g/L
7.6 15.0-20.0 g/L
7.7 15.0-20.0 g/L
7.8 15.0-20.0 g/L
7.9 15.0-20.0 g/L
8.0 15.0-20.0 g/L
8.1 15.0-20.0 g/L
8.2 15.0-20.0 g/L
8.3 15.0-20.0 g/L
8.4 15.0-20.0 g/L
8.5 15.0-20.0 g/L
8.6 15.0-20.0 g/L
8.7 15.0-20.0 g/L
8.8 15.0-20.0 g/L
8.9 15.0-20.0 g/L
9.0 15.0-20.0 g/L
9.1 15.0-20.0 g/L
9.2 15.0-20.0 g/L
9.3 15.0-20.0 g/L
9.4 15.0-20.0 g/L
9.5 15.0-20.0 g/L
9.6 15.0-20.0 g/L
9.7 15.0-20.0 g/L
9.8 15.0-20.0 g/L
9.9 15.0-20.0 g/L
10.0 15.0-20.0 g/L
10.1 15.0-20.0 g/L
10.2 15.0-20.0 g/L
10.3 15.0-20.0 g/L
10.4 15.0-20.0 g/L
10.5 15.0-20.0 g/L
10.6 15.0-20.0 g/L
10.7 15.0-20.0 g/L
10.8 15.0-20.0 g/L
10.9 15.0-20.0 g/L
11.0 15.0-20.0 g/L
11.1 15.0-20.0 g/L
11.2 15.0-20.0 g/L
11.3 15.0-20.0 g/L
11.4 15.0-20.0 g/L
11.5 15.0-20.0 g/L
11.6 15.0-20.0 g/L
11.7 15.0-20.0 g/L
11.8 15.0-20.0 g/L
11.9 15.0-20.0 g/L
12.0 15.0-20.0 g/L
12.1 15.0-20.0 g/L
12.2 15.0-20.0 g/L
12.3 15.0-20.0 g/L
12.4 15.0-20.0 g/L
12.5 15.0-20.0 g/L
12.6 15.0-20.0 g/L
12.7 15.0-20.0 g/L
12.8 15.0-20.0 g/L
12.9 15.0-20.0 g/L
13.0 15.0-20.0 g/L
13.1 15.0-20.0 g/L
13.2 15.0-20.0 g/L
13.3 15.0-20.0 g/L
13.4 15.0-20.0 g/L
13.5 15.0-20.0 g/L
13.6 15.0-20.0 g/L
13.7 15.0-20.0 g/L
13.8 15.0-20.0 g/L
13.9 15.0-20.0 g/L
14.0 15.0-20.0 g/L
14.1 15.0-20.0 g/L
14.2 15.0-20.0 g/L
14.3 15.0-20.0 g/L
14.4 15.0-20.0 g/L
14.5 15.0-20.0 g/L
14.6 15.0-20.0 g/L
14.7 15.0-20.0 g/L
14.8 15.0-20.0 g/L
14.9 15.0-20.0 g/L
15.0 15.0-20.0 g/L
15.1 15.0-20.0 g/L
15.2 15.0-20.0 g/L
15.3 15.0-20.0 g/L
15.4 15.0-20.0 g/L
15.5 15.0-20.0 g/L
15.6 15.0-20.0 g/L
15.7 15.0-20.0 g/L
15.8 15.0-20.0 g/L
15.9 15.0-20.0 g/L
16.0 15.0-20.0 g/L
16.1 15.0-20.0 g/L
16.2 15.0-20.0 g/L
16.3 15.0-20.0 g/L
16.4 15.0-20.0 g/L
16.5 15.0-20.0 g/L
16.6 15.0-20.0 g/L
16.7 15.0-20.0 g/L
16.8 15.0-20.0 g/L
16.9 15.0-20.0 g/L
17.0 15.0-20.0 g/L
17.1 15.0-20.0 g/L
17.2 15.0-20.0 g/L
17.3 15.0-20.0 g/L
17.4 15.0-20.0 g/L
17.5 15.0-20.0 g/L
17.6 15.0-20.0 g/L
17.7 15.0-20.0 g/L
17.8 15.0-20.0 g/L
17.9 15.0-20.0 g/L
18.0 15.0-20.0 g/L
18.1 15.0-20.0 g/L
18.2 15.0-20.0 g/L
18.3 15.0-20.0 g/L
18.4 15.0-20.0 g/L
18.5 15.0-20.0 g/L
18.6 15.0-20.0 g/L
18.7 15.0-20.0 g/L
18.8 15.0-20.0 g/L
18.9 15.0-20.0 g/L
19.0 15.0-20.0 g/L
19.1 15.0-20.0 g/L
19.2 15.0-20.0 g/L
19.3 15.0-20.0 g/L
19.4 15.0-20.0 g/L
19.5 15.0-20.0 g/L
19.6 15.0-20.0 g/L
19.7 15.0-20.0 g/L
19.8 15.0-20.0 g/L
19.9 15.0-20.0 g/L
20.0 15.0-20.0 g/L
20.1 15.0-20.0 g/L
20.2 15.0-20.0 g/L
20.3 15.0-20.0 g/L
20.4 15.0-20.0 g/L
20.5 15.0-20.0 g/L
20.6 15.0-20.0 g/L
20.7 15.0-20.0 g/L
20.8 15.0-20.0 g/L
20.9 15.0-20.0 g/L
21.0 15.0-20.0 g/L
21.1 15.0-20.0 g/L
21.2 15.0-20.0 g/L
21.3 15.0-20.0 g/L
21.4 15.0-20.0 g/L
21.5 15.0-20.0 g/L
21.6 15.0-20.0 g/L
21.7 15.0-20.0 g/L
21.8 15.0-20.0 g/L
21.9 15.0-20.0 g/L
22.0 15.0-20.0 g/L
22.1 15.0-20.0 g/L
22.2 15.0-20.0 g/L
22.3 15.0-20.0 g/L
22.4 15.0-20.0 g/L
22.5 15.0-20.0 g/L
22.6 15.0-20.0 g/L
22.7 15.0-20.0 g/L
22.8 15.0-20.0 g/L
22.9 15.0-20.0 g/L
23.0 15.0-20.0 g/L
23.1 15.0-20.0 g/L
23.2 15.0-20.0 g/L
23.3 15.0-20.0 g/L
23.4 15.0-20.0 g/L
23.5 15 | |

COLOR SELECTIONS:

- [illegible]

NOTES:
1.1.1 S/W DENOTES SHERWIN WILLIAMS PAINT COMPANY.
1.2.2 OWNER RESERVES THE RIGHT TO VARY COLOR SHADES SLIGHTLY.

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

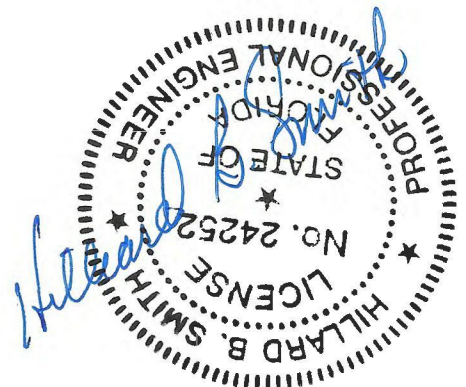


TABLE OF CONTENTS

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

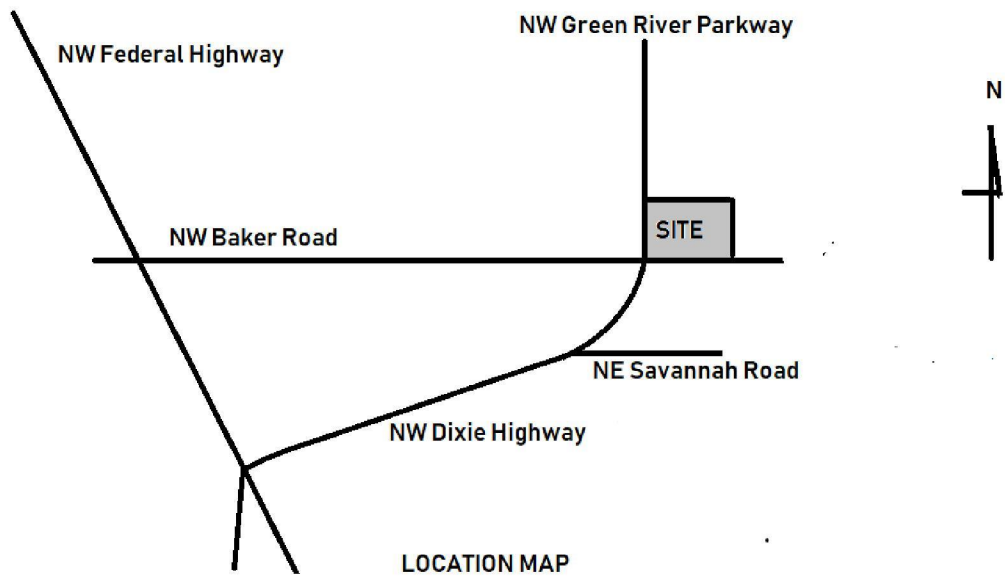
Kindig Professional Plaza is a proposed Dental/Professional Office Complex which will be located in the Northeast corner of the intersection of NW Baker Road and New Green River Parkway in Stuart Florida. The property owner is requesting approval to construct a 9381 square foot Dental/Professional Offices. 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 Coverage10.4%
- 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..



Proposed Daily Traffic Generation Rates

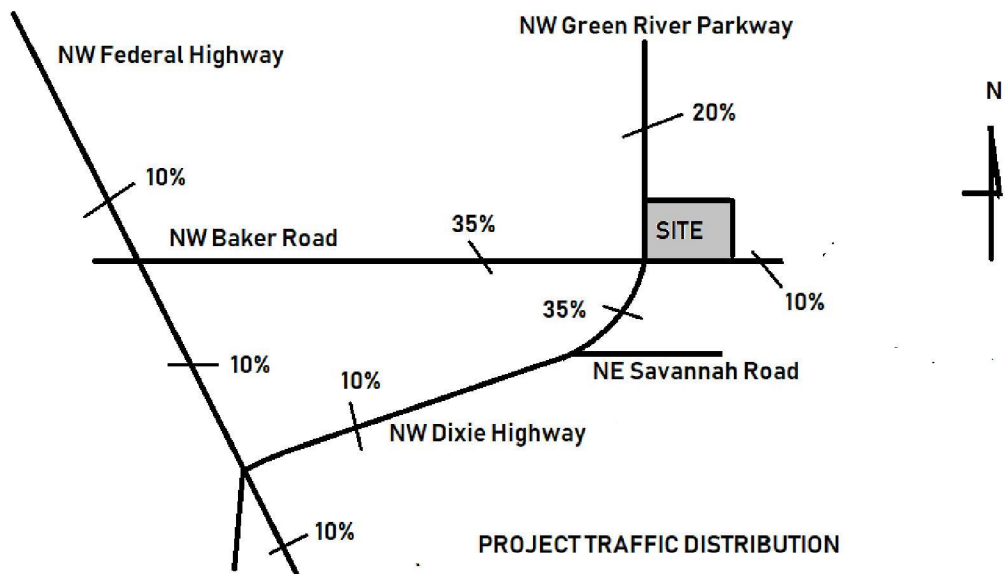
Land use	Intensity	Generation Rates	Passby/internal trips	Net External Trips
Medical Office ITE 720	9381 square feet	34.8 t/1000 sf 326 gross t/day	-10%	294 t/d
Totals	9381 sq ft			294 t/d

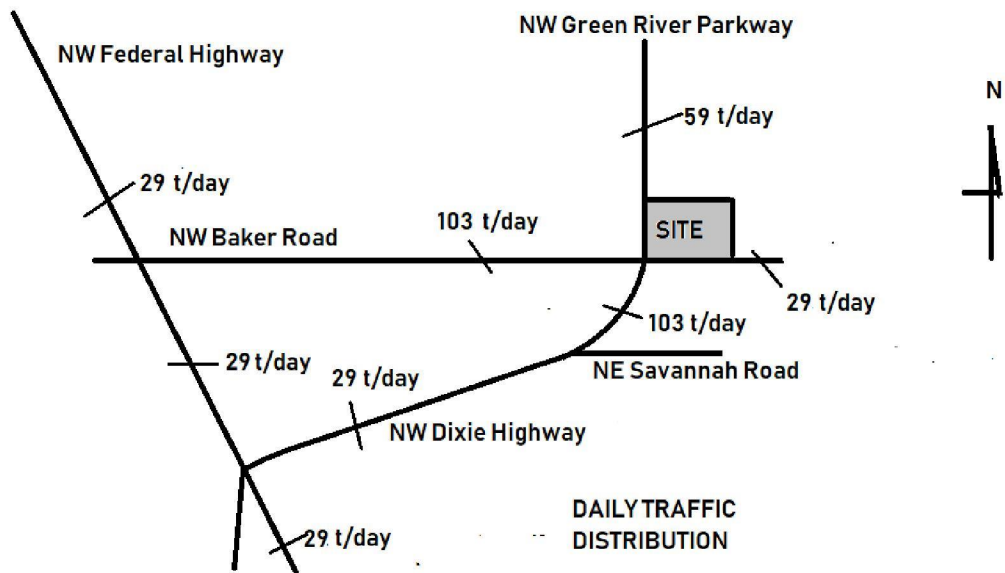
Proposed AM Traffic Generation Rates

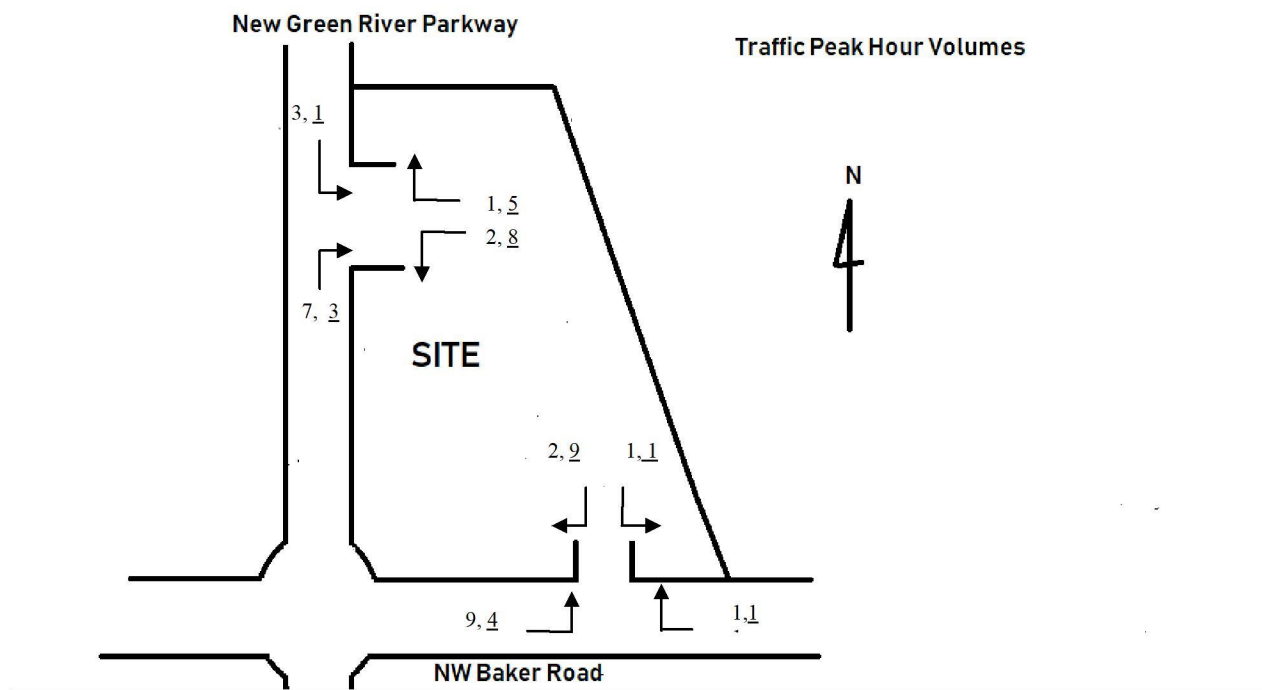
Land use	Intensity	Generation Rates	Passby/internal trips	Net External Trips
Medical Office	9381 square feet	2.78 t/1000 sf 78% in/22% out 20 in/6 out 26 gross trips/hr	-10%	23 net trips/hr 78% in/22% out 18 in/5 out
Totals	9381 sq ft	2.78 t/1000 sf 78% in/22% out 20 in/6 out 26 gross trips/hr		23 net 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			







Conclusion

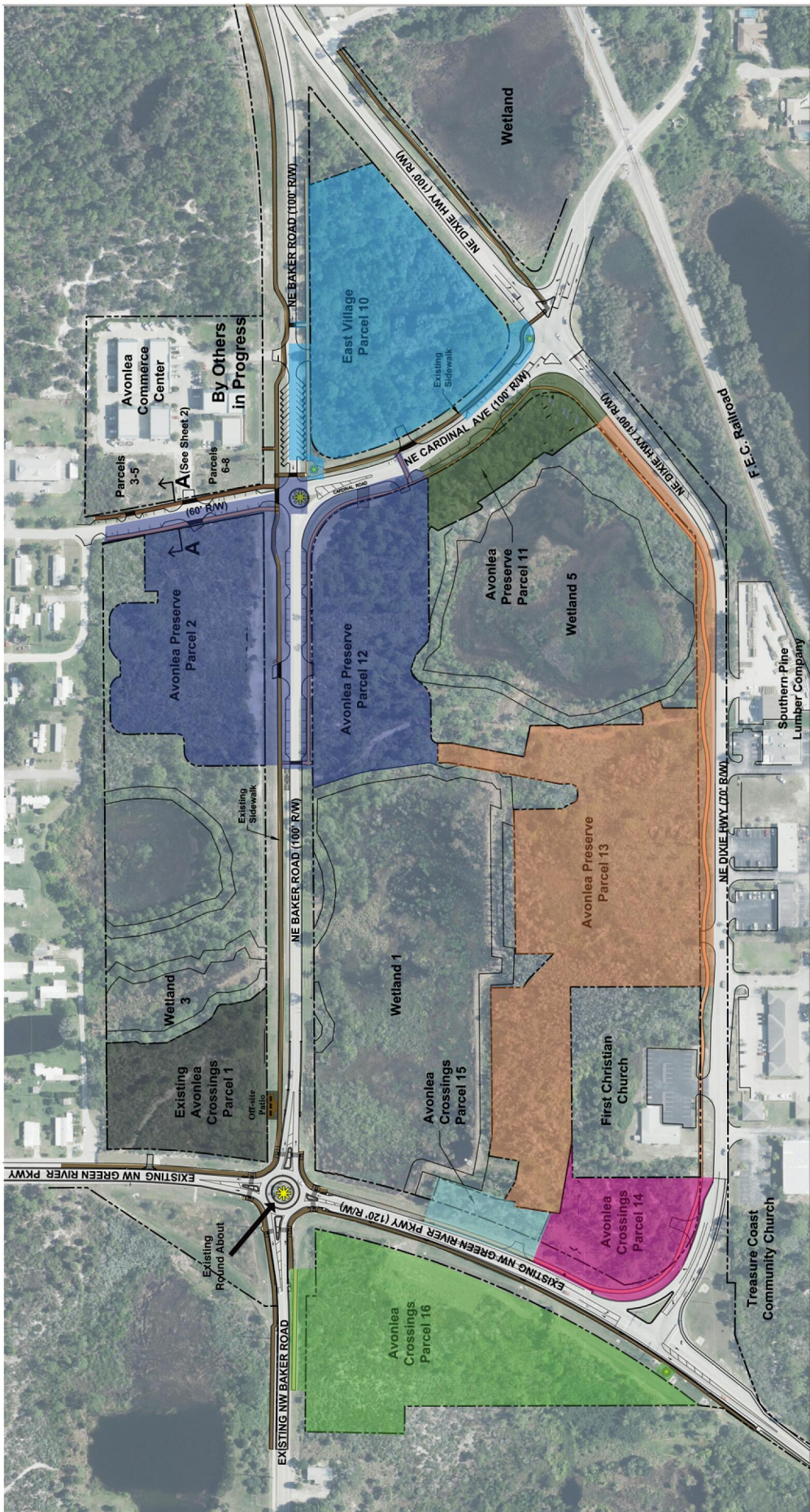
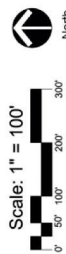
Kindig Professional Plaza is a proposed Dental/Professional Office Complex which will be located in the Northeast corner of the intersection of NW Baker Road and New Green River Parkway in Stuart Florida. Average daily traffic into and out of the site is expected to be 294net trips per day. Page 5 of 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.

NEW AVONLEA PUD OFFSITE IMPROVEMENT PLAN



- 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

**Existing Public Art and Existing Gateway/Identiy Features
To be shown as development occurs**

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.

Key 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.

Key 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 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 DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVE 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.

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.

Key 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.

Key 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 Wachob have already given conservation easements to SFWMD and it is owned by a separate entity ---- 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 maintenance---- how long?

Stephen Mayer said we do not have staff to continually monitor---- 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 is being maintained.

Campbell 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 applicant's intention was. Asked if there are subject to the art ordinance.

Campbell He asked if they knew 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 confirmation that 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 number needs to be corrected. She wants the phasing numbers to be cleared up on the site plan. 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 causing 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 additions

Conduant charging stations

Correction regarding infrastructure plan 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 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 GLASRUDD 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 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.

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, number 7 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 then 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 if 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 the 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

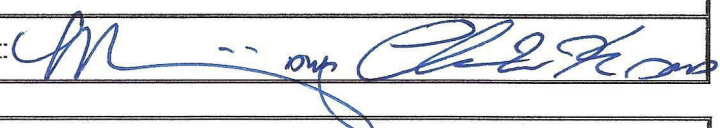


City of Stuart

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: 352 996 1553	Owner(s) Email: mkindig@bellsouth.net
Authorized Agent: ROBERT KUOPPALA - KUOPPALA & ASSOCIATES	
Agent Address: 925 SOUTH MILITARY TRAIL - SUITE D10, WEST PALM BEACH, FLA (33415)	
Agent Phone: (561) 682-1909	Agent Email: KUOPPALA@BELL SOUTH.NET
I (owner) authorize <u>ROBERT KUOPPALA</u> 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 (TOTALING 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 N. & MELISSA C. KINDIG
Title: PROPERTY OWNERS
Company: —
Company Address: 646 NE RIVER TERRACE

City/State/Zip Code: JENSEN BEACH, FL 34957
Telephone Number: (772) 334-3653
Facsimile Number: —
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
Title: ARCHITECT
Company: KUOPPALA & ASSOCIATES
Company Address: 925 S. MILITARY TRAIL - D10

City/State/Zip Code: WEST PALM BEACH, FL 33415
Telephone Number: (561) 682-1909
Facsimile Number: —
Email Address (optional): KUOPPALAARCHIT@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
Title: ARCHITECT
Company: KUOPPALA & ASSOCIATES
Company Address: 925 SOUTH MILITARY TRAIL - D10

City/State/Zip Code: WEST PALM BEACH, FL 33415
Telephone Number: (561) 682-1909
Facsimile Number: —
Email Address (optional): KUOPPALAARCHIT@Bellsouth.net

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

4. Signed this 25 day of JUNE, 2019.

Robert 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.

[Signature]
Notary Signature



Commission expires: May 3, 2020
JAMES LAIDLAW
MY COMMISSION # FF 985729
EXPIRES: May 3, 2020
Bonded Third Budget Notary Services

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388



**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: <u>7/15/19</u>	Application Date: <u>8/5/19</u>
Project Name: <u>KINDIG PROFESSIONAL PLAZA</u>	
Parcel ID# <u>28-37-41-013-000-00010-0</u>	Project Address: <u>NOT ASSIGNED</u>
Zoning/CRA Sub-district: <u>CRUD</u>	
Subdivision: <u>ANONCEA PUD</u>	Lot(s): <u>1</u>
Fees: Major PUD Amendment - <u>\$3,072.00</u> ; Minor PUD Amendment: \$2,048.00; PUD Agreement Amendment (text change only): \$1,024.00 <i>(this does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)</i>	
A Major Planned Unit Development Amendment is one which shall include any one of the following; ➤ 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. <i>(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)</i>	
Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) <i>(The data requirements for a site plan and a concept plan are available at the Development Department)</i>	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.	

General Information
(Please Print or Type)

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

Name: 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): KUOPPALA.ANCH@BENSONTH.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, FL 33415
Title: ARCHITECT	Telephone Number: (561) 682-1909
Company: KUOPPALA + ASSOCIATES	Facsimile Number: —
Company Address: 925 SOUTH MILITARY TRAIL - D10	Email Address (optional): KUOPPALA.ANCH@BENSONTH.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): KUOPPALA.ANCH@BENSONTH.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.

Notary Signature



Commission expires: May 3, 2020

Corporate Warranty Deed

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,

E-RECORDED simplify

ID: ~~2711249~~ 2711249 BK: 3011
County: MARTIN P: 267
Date: 8-17-18 Time: 1508

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

By:

William Rucker
Its: Manager

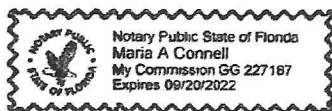
Signed and Sealed in Our Presence:

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 Rucker, 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 (Seal)
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