



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 11, 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.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - CHAZ D. RUSSELL OF THE GRATITUDE STEEL BAND

PROCLAMATIONS

2. TEEN DATING VIOLENCE AWARENESS & PREVENTION MONTH - FEBRUARY 2019

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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

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

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.*

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.*

CONSENT CALENDAR

3. APPROVAL OF 01/22/2019 SCM AND 01/28/2019 CCM MINUTES. (RC)
4. INTERLOCAL AGREEMENT WITH MARTIN COUNTY RE: EOC BACKUP (RC):

RESOLUTION No. 17-2019; 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") FOR THE USE OF THE COUNTY EMERGENCY OPERATIONS CENTER AS A BACKUP CITY EMERGENCY OPERATIONS CENTER AND TO ALLOW THE CITY TO RECIPROCATATE THE SAME TO THE COUNTY; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. AUTHORIZATION OF CITY MANAGER TO NEGOTIATE CONTRACT (RC):

RESOLUTON No. 18-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A REAL ESTATE SALES AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. REJECT PETITION TO CREATE THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT (RC):

RESOLUTION No. 19-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, URGING THE FLORIDA LAND AND WATER ADJUDICATORY COMMISSION TO REJECT THE PETITION OF HOBE SOUND RANCH LTD. TO ESTABLISH THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

7. LAKE OKEECHOBEE REGULATION SCHEDULE (RC):

RESOLUTION No. 20-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REQUESTING THE UNITED STATES ARMY CORPS OF ENGINEERS MODIFY THE 2022 LAKE OKEECHOBEE REGULATION SCHEDULE IN A MANNER THAT IS CONGRUENT WITH ALL STAKEHOLDER INTERESTS, ELIMINATES THE NEED FOR DISCHARGES INTO THE SAINT LUCIE RIVER IN ORDER TO PROTECT THE ECOLOGY AND NATURAL RESOURCES OF THE ESTUARIAL SYSTEM, AND WHICH ACTIVELY MITIGATES ENVIRONMENTAL AND ECONOMIC IMPACTS TO AFFECTED COMMUNITIES LIKE STUART.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE FIRST READING

ORDINANCE SECOND READING

8. AMENDMENT TO BAKER ROAD CPUD (QUASI-JUDICIAL)(RC) :

ORDINANCE No. 2400-2019; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE BAKER ROAD COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A PARCEL OF LAND FRONTING N.W. FEDERAL HIGHWAY (U.S. HIGHWAY 1), CONSISTING OF 0.80 ACRES OWNED BY BAKER ROAD, LLC.; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; ADOPTING A REVISED FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 2/11/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - CHAZ D. RUSSELL OF THE GRATITUDE STEEL BAND

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy the performance!

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: Ryanne Cavo

Title of Item:

TEEN DATING VIOLENCE AWARENESS & PREVENTION MONTH - FEBRUARY 2019

Summary Explanation/Background Information on Agenda Request:

SafeSpace, Inc. is promoting Teen Dating Violence Awareness and Prevention Month offering the opportunity for teens, parents, and the community to increase knowledge regarding this issue in an effort to promote healthy safe non-violent relationships.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

	Description	Upload Date	Type
□	Proclamation-Teen Dating Violence Awareness & Prevention	1/8/2019	Proclamation

**PROCLAMATION
TEEN DATING VIOLENCE AWARENESS &
PREVENTION MONTH
FEBRUARY 2019**

WHEREAS, about 1.5 million high school students are physically abused by their dating partner in a single year. Yet, only 33 percent of teens tell anyone about the abuse; and

WHEREAS, teen dating violence takes many forms including abuse through social media, physical, emotional, psychological, sexual assault and stalking; and

WHEREAS, SafeSpace, Inc. is promoting Teen Dating Violence Awareness and Prevention Month offering the opportunity for teens, parents, and the community to increase knowledge regarding this issue in an effort to promote healthy safe non-violent relationships.

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

TEEN DATING VIOLENCE AWARENESS & PREVENTION MONTH

in the City of Stuart, Florida and invite citizens to participate in the One Billion Rising Event on February 16th, 2019 from 3:00pm to 5:00pm at Gazebo Park, Stuart

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 11th day of February, 2019.

REBECCA S. BRUNER
MAYOR

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 01/22/2019 SCM AND 01/28/2019 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
▣ 01/22/2019 SCM Minutes	2/1/2019	Exhibit
▣ 01/28/2019 CCM Minutes	1/30/2019	Exhibit

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD January 22, 2019
AT 1:00 PM Commission Chambers - CITY TOPICS WORKSHOP
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL



1:13 PM Roll Call.

Present: Mayor Bruner, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.

Absent: Commissioner Clarke.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

City Manager Dyess introduced Ms. Susan Glickman and commented that this workshop is for the Commission, no motions are expected, this meeting is a culmination of various requests that the Commission has requested over the past few months.



1:13 PM 1. FUTURE PROOFING FOR ENVIRONMENTAL IMPACTS

Susan Glickman, Florida Director of Southern Alliance for Clean Energy, presented on environmental impacts and what Cities can do.

City Manager Dyess followed up with the interest on the Treasure Coast level, reporting that Ms. Glickman will be invited to present there. In addition, he reported

on the efforts Stuart has made such as the FPL Canopy Structure for solar energy, other uses for solar energy, and sea level rise impact planning.

 1:53 PM 2. CITY FACILITIES - WHERE DO WE GO FROM HERE?

David Dyess, City Manager, presented on the current City facilities and development in the City. A green space map and Acreage Report demonstrated that the City of Stuart currently has conservation green space of approximately 1.1 square miles of a 6.5 square mile City. Discussed draft plan of the three ballfields in the East 10th Street Community Center area, Sailfish Park, Flagler Place Lease, Public Works Garage relocation and City Hall. The current City Hall location needs repairs that have been on hold until the future of City Hall would be determined. Options for City Hall included:

- Keeping the current location and invest money into City Hall and City Annex facilities
- Building a new site down Flagler Ave. or in current location.
- Moving all a facilities to 1939 SE Federal Hwy, the TC Palm building.
- Moving City Hall and Annex to 301 SE Ocean Blvd., the Wells Fargo Building, including the small plaza east of the building.

Attorney Mortell commented that a referendum would be necessary if anything is decided with the current City Hall site.

Commission discussion led to direction to the City Manager to evaluate the current leases for the Wells Fargo property and bring back an item to the Commission to authorize fruition.

 2:49 PM 3. RIVER UPDATE

Ben Hogarth, Community Services, gave a brief presentation on the St. Lucie River and environmental legislation and policy, and the priorities for the future. Recommendation for the funds that have been set aside for the river be used for conservation and not rush into action.

 3:20 PM 4. URBAN RESILIENCE

Kevin Freeman, Development Director, presented on Urban Resilience and its relation to the City's stormwater system.

 3:56 PM 5. GOALS OF CITY COMMISSION

Commissioner Glass Leighton

- The City Hall site was her main goal.

Commissioner Meier

- Reviewing the current codes and how the City uses its funds for active green spaces.

- Met with Commissioner Heard, discussed SERT, suggests we partner with the County to redevelop on urban areas and in exchange, we could support preservation efforts to help accomplish SERT.

Commissioner Matheson

- IRL South
- Use funding for more plantings, living shorelines, etc.
- Septic to sewer conversion, concerned over the boats in the Harbor and possible dumping into the river, and a program to compare the Harbors receipts to the septic disposal company's receipts.
- 8 foot sidewalks to be enforced.

Commissioner Meier

- Push for complete streets with the MPO.

Mayor Bruner

- Review the code and determine the best suited neighborhoods to allow rentals.
- Downtown landscaping
- Would like Christmas Eve, December 24th, to be an employee holiday.

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA



4:30 PM COMMENTS FROM THE PUBLIC (5 min. max)

Helen McBride – Pleased with new City Manager and glad to see the City moving forward. Agrees with the ballparks plan and complimented the plan that presented the building and the parking lot swapped in City Halls current location.

Nic Schroth – on behalf of Stuart Mainstreet, supports a relocation plan for City Hall but recommends that an executable plan be put in place. Mainstreet would like to join in the conversation with the City on Flagler Place. Commented that 8' sidewalks are good but do not always fit.

CONSENT CALENDAR

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE FIRST READING

ORDINANCE SECOND READING

DISCUSSION AND DELIBERATION



4:36 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission
Meeting this 11th day of February, 2019.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD January 28, 2019
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

 **5:30 PM Present: Mayor Bruner, Vice Mayor Clarke, Commissioner Glass Leighton, Commissioner Matheson, Commissioner Meier.**

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

 **5:31 PM 1. EMPLOYEE OF THE MONTH - JANUARY 2019**

Thondra Lanese, January Employee of the Month in recognition of receiving the Mainstreet America Revitalization Professional Designation, the highest credential offered by the Mainstreet Institute, and she is the only Mainstreet Director in Florida to have earned this award.

2. CLEAN RESIDENTIAL RECYCLING INCENTIVE PROGRAM

Anne Ellig, Recycling and Conservation Coordinator, presented on the Single Stream Recycling Gold Star Program and introduced the annual \$500 Grand Prize winner, Ms. Phyllis Harrell.

3. FAMILIES IN TRANSITION, PRESENTED BY SHELA KHANAL OF MARTIN COUNTY SCHOOL DISTRICT.

Shela Khanal and Laurie Gaylord presented on the Families in Transition (FIT) Program, a homeless student program that the Martin County School Board has in place to promote student success by including meals, clothing, school supplies, tutoring, transportation, some health services, etc.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **Announced the FWC temporary ban on herbicides, including Round-Up and is happy to see this.**

Vice Mayor Clarke

- **Glad to hear of the herbicide ban as well, would like to see the word spread on the dangers of these herbicides.**
- **Commented on the nice Martin Luther King event. Commented on the role of the City and local community organizations for such an event.**
- **Commented that she was not well and missed the Special Commission Meeting on January 22, 2019 and will review that meeting.**

Commissioner Meier

- **No comments.**

Commissioner Matheson

- **Commented that on February 19, 2019 there will be a meeting at IRSC to begin the public input process for the LORS (Lake Okeechobee Regulation Schedule). He intends to support the lake being kept at a lower level during the dry season.**

 **6:06 PM Motion: To direct staff to work with the County to come up with a couple possibilities and points for us to take a stance at the upcoming meeting.**

Motion by: Commissioner Matheson

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

COMMENTS BY CITY MANAGER

No comments.

APPROVAL OF AGENDA

 **6:08 PM Motion: Move approval of the Agenda.**

Motion by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

- 1) Betty Brinkley – Nassau Ave., expressed that she feels the East Stuart area is being neglected, even after the community meeting, and opposes the bright street lights in the East Stuart community.**
- 2) Susan O'Rourke – Villas St.; Commented on the Stuart Robotics team and introduced two team members. She announced upcoming tournaments and stated that the team is looking for a long term facility and looks forward to working with the City while looking for a site.**

Commissioner Clarke commented on the Public Comment by Ms. Betty Brinkley. She announced the process of budgeting and that they have not been ignored. She suggested for her to get with Development Director, Kevin Freeman to review the process.

City Manager Dyess responded to Ms. Brinkley's comment; the City has hired an Athletics Coordinator, acquired the Panthers Youth Football team, with further interest for additional sports. Lights are a part of the City wide project to replace street lights with LED lighting, it is being done in phases.

CONSENT CALENDAR

4. APPROVAL OF 01/14/2019 CCM MINUTES

PULLED 5. CHILDRENS SERVICES GRANT APPLICATION FOR EAST STUART YOUTH INITIATIVE:

RESOLUTION No. 03-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE APPLICATION, AS THE LEAD AGENCY, WITH THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THIS GRANT, AND EMERGENCY FUNDING, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. UTILITY SERVICES AGREEMENT WITH CERTUS:

RESOLUTION No. 11-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A UTILITY SERVICE AGREEMENT BETWEEN THE CITY OF STUART AND CERTUS STU OWNER, LLC., TO PROVIDE WATER AND SEWER SERVICE TO THE PROPERTY ON KANNER HIGHWAY AS MORE FULLY DESCRIBED ON EXHIBIT "A" OF THE UTILITY SERVICE AGREEMENT, PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. AWARD GRINDER INSTALLATION BID:

RESOLUTION No. 12-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF WORK ORDER NO. 2019-300-W01, GRINDER STATION INSTALLATION TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER, JOHNSON-DAVIS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. MEMORANDUM OF UNDERSTANDING WITH UF/IFAS:

RESOLUTION No. 13-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH THE UF/IFAS EXTENSION 'FLORIDA FRIENDLY LANDSCAPING' (FFL) PROGRAMS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. CIP AMENDMENT #1, GRINDER SYSTEM INSTALLATIONS:

RESOLUTION No. 14-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING CIP AMENDMENT #1 TO THE 2018-2019 CAPITAL IMPROVEMENT PLAN, AUTHORIZING A \$370,000.00 LINE ITEM TRANSFER IN THE CAPITAL IMPROVEMENT PLAN BUDGET, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. SETTLEMENT AUTHORIZATION:

RESOLUTION No. 15-2019; A RESOLUTION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A RELEASE AND SETTLEMENT DOCUMENTS REGARDING THE GREINSTEIN VS. CITY OF STUART CLAIM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

 **6:18 PM Motion: Motion to approve the Consent Calendar, pulling #5 by the Vice Mayor.**

Motion by: Commissioner Glass Leighton

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

5. CHILDRENS SERVICES GRANT APPLICATION FOR EAST STUART YOUTH INITIATIVE:

RESOLUTION No. 03-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE APPLICATION, AS THE LEAD AGENCY, WITH THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THIS GRANT, AND EMERGENCY FUNDING, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner Clarke asked for a review of Item #5.

Jim Chrulski, Community Services Director, reported on the programs that are a part of the Children's Services Council Grant Program.

Public Comment:

- 1) Helen McBride – Flamingo Ave.; commented that she feels the East 10th Street Community Center should be expanded.**
- 2) Elaine DeFoor – St. Lucie; commented on the Panthers football, the boys cannot afford the registration and uniform and sponsorships are available.**

Commissioner Meier announced that the plan for Guy Davis Field includes an expansion of the recreation center.

 **6:22 PM Motion: Motion that we approve Item #5 as presented by staff on the Consent.**

Motion by: Vice Mayor Clarke

Seconded by: Commissioner Meier

Motion passed unanimously.

COMMISSION ACTION

ORDINANCE FIRST READING

 **6:26 PM 11. CONTINUE ITEM TO A DATE TO BE DETERMINED:**

ORDINANCE No. 2397-2019; (QUASI-JUDICIAL) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "COMMERCIAL" TO THE 29.3 ACRE PROPERTY, OWNED BY NEHME HOLDINGS, LLC AND WILLOUGHBY GROUP, LLC LOCATED ALONG SR-76 KANNER HIGHWAY, SOUTH OF MARTIN COUNTY HIGH SCHOOL AND ABUTTING LYCHEE TREE NURSERY; SAID LAND, ANNEXED BY ORDINANCE No. 2327-2016 AND ORDINANCE No. 2337-2017, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND CONCURRENTLY ASSIGNING "CPUD" ZONING TO SAID LAND ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE KANNER CPUD (COSTCO WHOLESALE) COMMERCIAL PLANNED UNIT DEVELOPMENT, CONSISTING OF 225,000 SQUARE FEET OF COMMERCIAL BUILDING FOOTPRINT AND A STAND ALONE FUEL FACILITY INCLUDING FUTURE PHASES FOR RETAIL AND RESTAURANT; PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE OF DEVELOPMENT; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

Public Comment:

1) Matt Morrison – SW Cabana; opposes the proposal of Costco.

 **6:26 PM Motion: Motion to approve of Ordinance No. 2397-2019 to continue the item to a date to be determined.**

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Meier

Motion passed unanimously.

12. AMENDMENT TO BAKER ROAD CPUD (QUASI-JUDICIAL):

ORDINANCE No. 2400-2019; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE BAKER ROAD COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A PARCEL OF LAND FRONTING N.W. FEDERAL HIGHWAY (U.S. HIGHWAY 1), CONSISTING OF 0.80 ACRES OWNED BY BAKER ROAD, LLC.; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; ADOPTING A REVISED FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Four (4) people sworn; Kevin Freeman, Development Director, Stephen Mayer, Senior Planner, Brad Currie, EDC, and owner, Dan Sharkey.

Stephen Mayer briefly reviewed Ordinance 2400-2019 and introduced applicant, Mr. Brad Currie, EDC, who presented on the Baker Road Amendment to CPUD.

 **6:38 PM Motion: Move approval.**

Motion by: Commissioner Meier

Seconded by: Vice Mayor Clarke

Motion passed unanimously.

ORDINANCE SECOND READING

DISCUSSION AND DELIBERATION

 **6:39 PM 13. 2375 KANNER HIGHWAY:**

THE CURRENT TENANT HAS APPROACHED THE CITY WITH A REQUEST TO BUY THE PROPERTY.

Attorney Mortell reviewed the status and conditions of the property, previously identified as 7-Eleven.

Discussion pertaining to an appraisal, property condition, the electronic billboard, and option of lease vs. sale of property.

Public Comment:

- 1) Helen McBride – Flamingo Ave.; commented whether the City can put this out for bid.

Attorney Mortell responded that the City cannot because it is on a 20 year lease. He briefly explained the history of the property.

 6:55 PM Motion: Motion that we move forward with allowing the City Attorney to pursue this opportunity.

Motion by: Commissioner Glass Leighton

Seconded by: Commissioner Matheson

Motion passed unanimously.

 6:58 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission
Meeting this 11th day of February, 2019.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: Michael Mortell

Title of Item:

INTERLOCAL AGREEMENT WITH MARTIN COUNTY RE: EOC BACKUP (RC):

RESOLUTION No. 17-2019; 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") FOR THE USE OF THE COUNTY EMERGENCY OPERATIONS CENTER AS A BACKUP CITY EMERGENCY OPERATIONS CENTER AND TO ALLOW THE CITY TO RECIPROCATATE THE SAME TO THE COUNTY; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

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") FOR THE USE OF THE COUNTY EMERGENCY OPERATIONS CENTER AS A BACKUP CITY EMERGENCY OPERATIONS CENTER AND TO ALLOW THE CITY TO RECIPROCATATE THE SAME TO THE COUNTY; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

Funding Source:

N/A

Recommended Action:

Approve the Interlocal Agreement

ATTACHMENTS:

	Description	Upload Date	Type
▣	Res 17-2019 Interlocal with County regarding EOC	1/30/2019	Resolution add to Y drive
▣	Interlocal Agreement with Martin County re: EOC	1/30/2019	Backup Material



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

RESOLUTION NUMBER 17-2019

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”) FOR THE USE OF THE COUNTY EMERGENCY OPERATIONS CENTER AS A BACKUP CITY EMERGENCY OPERATIONS CENTER AND TO ALLOW THE CITY TO RECIPROCATATE THE SAME TO THE COUNTY; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City and the County have been discussion redundancy operations in the event of an emergency; and

WHEREAS, staff for the City and the County have agreed upon terms which would authorize the City to use the County Emergency Operations Center and to reciprocate same in the event that either center was damaged or otherwise indisposed; and

WHEREAS, the County has already approved and signed the proposed Interlocal Agreement authorizing same.

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

SECTION 1: The Mayor is hereby authorized and directed to enter into this agreement with the County.

SECTION 2: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 11th day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

INTERLOCAL AGREEMENT

BETWEEN MARTIN COUNTY AND THE CITY OF STUART

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ between Martin County, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Rd., Stuart, FL 34996, by and through its Board of County Commissioners ("COUNTY"), and the City of Stuart, created pursuant to the laws of Florida whose mailing address is 121 SW Flagler Ave, Stuart, FL 34994 ("CITY").

WHEREAS, Sec. 163.01, Fla. Stat., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers to work together to provide services and facilities in a manner best suited to geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Fla. Stat. permits "public agencies" as defined in Section 163.01(3)(b), 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 Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, pursuant to Sec. 252.38(3)(3), Fla. Stat., to establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations; and

WHEREAS, in furtherance of the COUNTY's Comprehensive Emergency Management Plan (CEMP), the COUNTY and the CITY wish to cooperate in the best interest of public safety by providing facilities, necessary personnel to staff such facilities, as well as supplies related to the operation of the City of Stuart Emergency Operations Center (EOC) in times of emergency; and

WHEREAS, the COUNTY and the CITY, (hereinafter "Parties") mutually agree that the CITY will provide the alternate use location of the City of Stuart EOC for emergencies as well as the personnel to support such facility; and

WHEREAS, in furtherance of the COUNTY's CEMP, the Parties recognize the mutual benefits that will arise as a result of the CITY and its personnel working with the County during a declared state of emergency or other events requiring the use of the City of Stuart EOC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. PURPOSE

The purpose of this Agreement is to provide for cooperation and coordination between the Parties and to identify the Continuity of Operations Plan (COOP) support that the City will provide to the County, in order to ensure continuity of operations after a major disaster has rendered the Martin County EOC facilities unusable. Use of the City EOC shall be in accordance with all applicable laws, ordinances and City of Stuart policies. The City EOC is located within the City Public Safety Complex, 830 Martin Luther King Jr. Blvd., Stuart, FL 34994.

The parties further agree that during a state of emergency, unforeseen situations or circumstances can occur which are not addressed by the parties herein. In such circumstances, the City of Stuart delegates authority to its City Manager and the County delegates authority to its County Administrator to address such situations in keeping with the intent of this Interlocal Agreement and the County's CEMP.

2. RESPONSIBILITIES OF THE COUNTY

- A. Provide as much advanced notice as possible to the designated City representative as to the need to activate the COOP.
- B. Provide the City an accurate number of personnel assigned to the COOP site and estimated duration of the time the County will need to maintain operations at the City EOC.
- C. Survey the Stuart EOC and work with a City of Stuart Designee to identify specific needs within the City EOC in order to meet the needs of the County.
- D. Determine the date and time for start and end of the County's relocation to the City EOC, and will have primary responsibility for its management throughout the duration.
- E. Provide cooking staff, food, and supplies for feeding of EOC personnel who have relocated to the COOP site for the duration of the relocation.
- F. Provide space as stated in Section 3 for the City of Stuart EOC to relocate to the County EOC facility in the event the City EOC is rendered unusable. During an activation, this number will be approximately 15 total personnel. The City agrees to notify the County of its intent to relocate and agrees to vacate the County EOC once it is deactivated.

3. CITY OF STUART RESPONSIBILITIES

- A. Agree to allow the County use of the City EOC if the County EOC is rendered unusable. If the City EOC is also activated, agree to work with County personnel to utilize all available space to ensure both organizations can maintain operations.
- B. Agree not to displace County EOC Operations unless there is a significant emergency that would require all personnel to relocate to another emergency site.
- C. Assign to the County such spaces, equipment, parking areas, facilities, storage areas, or portions thereof, as required to meet the requirements of the functioning County EOC. During a full activation, this is anticipated to be approximately 100 personnel. During a partial activation, the number of personnel would not exceed 50.
- D. Provide support staff by operating and staffing the City EOC with City of Stuart personnel, including, but not limited to information technology staff, custodians, and appropriate administrative staff as mutually acceptable to the Parties in accordance with the County EOC relocation plans developed by the County.
- E. Allow access to such hospitality areas deemed necessary by both parties to include, but not limited to, break areas, showers/restrooms, kitchen, and conference rooms.
- F. Designate a liaison to coordinate with the County meals vendor , if necessary.
- G. Provide secure sleeping quarters for up to sixty people.
- H. Provide support to the County during training events (e.g. drills, exercises) that involve an emergency County EOC relocation scenario.

4. REIMBURSEMENT OF CITY OF STUART EXPENSES

- A. The County agrees to reimburse the City for actual costs to the City of Stuart for all supplies, food, materials, rental of equipment, contracted services, and equipment usage utilized for the relocation of the County EOC during a state of local emergency declared pursuant to Sec. 252.38, Fla. Stat. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the City providing the County with itemized records of said costs, including copies of invoices, credit card statements, rental agreements, and executed contracts. The City of Stuart agrees to provide the County with all documentation necessary to enable the County to be reimbursed from other sources.
- B. The City of Stuart will submit an invoice to the County setting forth reimburseable costs during the declared event within ninety days (90) after closure of the EOC.
- C. Reimbursement of costs pursuant to this Agreement shall be contingent upon the County's review of documentation submitted by the City of Stuart and determination that the requested costs are eligible for reimbursement under the terms of this

Agreement. Upon such review and determination, payments shall be made in accordance with the requirements of the Local Government Prompt Payment Act.

- D. The City of Stuart acknowledges that the County's obligations under this Agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Sec. 129.07, Florida Statutes, payments made under this Agreement shall not exceed the amount appropriated in the County's budget for such purpose. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given fiscal year.
- E. The City of Stuart agrees to reimburse the County actual costs as stated in Section 4 in the event the City EOC relocates to the County EOC.

5. LIABILITY AND SOVEREIGN IMMUNITY

- A. Subject to the provisions and only within the limitations of Section 768.28, Fla. Stat., and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission or any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Fla. Stat., or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

6. INSURANCE

The Parties warrant that they are self-insured and agree to maintain general liability insurance and workers compensation insurance as required by law. The Parties further agree to provide each other with a copy of such insurance upon request.

7. AUDIT/PUBLIC RECORDS

The City of Stuart shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least five (5) years after completion or until such time as the deobligation period for FEMA funds has been exhausted, whichever occurs later. The County shall have access to such books, records, and documents for the purpose of inspection or audit during regular business hours at Stuart City Hall.

The County and the City of Stuart shall otherwise comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or

confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

8. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors to each other. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

9. WAIVER OR DELAY

No waiver or delay of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or will be deemed a waiver of such provision at any other time.

10. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the County and the City of Stuart concerning the purposes set forth herein. This Agreement may only be amended or supplemented by written Agreement duly executed by the parties hereto.

11. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

To the COUNTY:

County Administrator
Martin County Administration Department
2401 SE Monterey Road
Stuart, FL 34996

With a copy to:

Martin County Emergency Management Director
Martin County Fire Rescue Department, Emergency Management
Agency
800 SE Monterey Road
Stuart, FL 34996

County Attorney
Martin County Administration Department
2401 SE Monterey Rd.
Stuart, FL 34996

To the CITY:

Stuart City Manager
Stuart City Hall

121 SW Flagler Ave.
Stuart, FL 34994

With a copy to:
Stuart Emergency Management Director
Public Safety Complex
830 Martin Luther King Jr. Blvd.
Stuart, FL 34994
Stuart City Attorney
Stuart City Hall
121 SW Flagler Ave.
Stuart, FL 34994

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by given the changing party giving written notice to the other party.

12. DISPUTE RESOLUTION

Disputes under this Agreement may be resolved by the County's Authorized Representative and the City of Stuart's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

13. GOVERNING LAW, VENUE, NON JURY TRIAL

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Martin County, Florida.

14. WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

15. SEVERABILITY

The invalidity or unenforceability of any provision of clause in this Agreement shall not effect the validity or enforceability of any other clause or provision.

16. CONSTRUCTION OF THE AGREEMENT

The parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one party as opposed to the other party as if it were the drafter of the Agreement.

17. TERM AND TERMINATION

A. This Agreement shall be executed by the City of Stuart first, followed by execution by the County. The term of this Agreement shall be five years from the effective date of the Agreement.

B. This Agreement may be terminated by either party for any reason upon giving one year notice in writing to the other party; however in no event will such termination become effective between June 1 and November 30 of a calendar year. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

18. FILING

Pursuant to Sec. 163.01(11), Florida Statutes, this Agreement shall take effect after it has been properly approved and signed by both the County and the City of Stuart, and upon being filed with the Clerk of the Court of Martin County.

19. NON-DISCRIMINATION

The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

20. PUBLIC RECORDS

The County and City shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

21. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22. FORCE MAJEURE

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

23. SURVIVAL

Provisions contained in this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement, shall so survive.

IN WITNESS WHEREOF, the County and City of Stuart have caused this Agreement to be signed in their names by their respective duly authorized officers and their official seals to be affixed on the dates as indicated below.

CITY OF STUART

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

BECKY BRUNER

MAYOR, CITY OF STUART



MICHAEL J. MORTELL

STUART CITY ATTORNEY

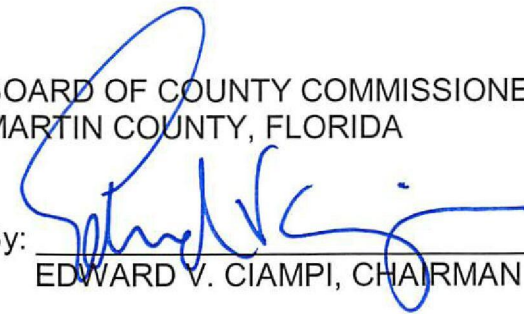
DATED: _____, 2019

ATTEST:



CAROLYN TIMMANN, CLERK OF
THE CIRCUIT COURT AND
COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____


EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:



ELIZABETH LENIHAN

ASSISTANT COUNTY ATTORNEY

DATED: January 8, 2019

1. [illegible]

[illegible signature]

1. [illegible]

[illegible signature]



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: Michael Mortell

Title of Item:

AUTHORIZATION OF CITY MANAGER TO NEGOTIATE CONTRACT (RC):

RESOLUTON No. 18-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A REAL ESTATE SALES AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

During the City Commission Workshop on January 22, 2019, the City Commission directed the City Manager to explore the opportunity for the City to acquire property for redevelopment which is strategically located near Memorial Park in Stuart. The City Manager has explored the property as well as the feasibility of same and has determined that this acquisition could be a very good opportunity for the City. However, before moving forward, the City needs to enter into a contract for sale which will also authorize access to the property for inspections and other matters. Staff is seeking authorization to allow the City Manager to negotiate a contract which will be returned to the Commission for ratification.

Funding Source:

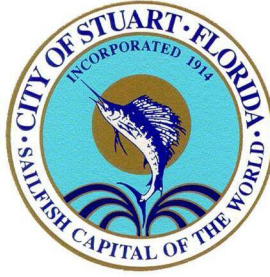
Negotiation will not require funding.

Recommended Action:

Motion to Approve Resolution 18-2019 authorizing City Manger to negotiate a real estate contract for the acquisition of strategically located redevelopment property within the City of Stuart.

ATTACHMENTS:

	Description	Upload Date	Type
▯	RES. 18-2019 Authorization to negotiate contract	1/30/2019	Resolution add to Y drive



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

RESOLUTION NUMBER 18-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A REAL ESTATE SALES AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * *

WHEREAS, On January 22, 2019, the City Commission held a special workshop to address several issues including City owned property; and

WHEREAS, there is property adjacent to Memorial Park which has several opportunities as a redevelopment site; and

WHEREAS, the City Commission directed the City Manager to explore the idea and determine if in fact this property was suitable as a redevelopment opportunity for the City. The City Manager has done some limited due diligence and determined that the property does meet the criteria set forth by the City Commission but in order to move forward, it would be necessary to enter into a binding contract with a “due diligence” period.

NOW, THEREFORE, the City Commission of the City of Stuart hereby resolves as follows:

SECTION 1: The City Commission hereby authorizes the City Manager and City Attorney to negotiate a Real Estate Sales Agreement with the owner of the property located at 301 SE Ocean Blvd., Stuart, Florida.

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 11th day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: Kev Freeman

Title of Item:

REJECT PETITION TO CREATE THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT (RC):

RESOLUTION No. 19-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, URGING THE FLORIDA LAND AND WATER ADJUDICATORY COMMISSION TO REJECT THE PETITION OF HOBE SOUND RANCH LTD. TO ESTABLISH THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Harmony Ranch property has land use and zoning designations of agricultural and has been approved by Martin County for the development of 129 20-acre lots on its currently undeveloped 2,717 acres.

The petition request to create a Community Development District (CDD) would allow the future provision of a full range of urban or community development services and capital infrastructure without further State authorization.

Resolution 19-2019 supports the rejection of a petition to the Florida Land and Water Adjudatory Commission to establish the Harmony Ranch community development district. The recommendation to reject the petition is considered to be urban sprawl and contrary to the City's position as a urban center and the 1000 Friends of Florida 2070 alternative plan for a managed growth pattern for Martin County.

Funding Source:

N/A

Recommended Action:

Motion to approve

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution 19-2019	2/5/2019	Resolution add to Y drive



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

RESOLUTION NUMBER 19-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, MARTIN COUNTY, FLORIDA, URGING THE FLORIDA LAND AND WATER ADJUDICATORY COMMISSION TO REJECT THE PETITION OF HOBE SOUND RANCH LTD. TO ESTABLISH THE HARMONY RANCH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * *

WHEREAS, the Martin County Board of County Commissioners (BCC) has adopted a Comprehensive Growth Management Plan (the Plan) which has previously determined by the state land planning agency of the State of Florida to be in compliance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, Florida courts have recognized that a Comprehensive Plan is the equivalent of a Constitution for counties and cities; and

WHEREAS, the residents and businesses of the City of Stuart, and the residents and businesses of other municipalities within Martin County are entitled to rely upon the Goals, Objectives and Policies of the Martin County Growth Management Plan; and

WHEREAS, the Plan has established Primary and Secondary Urban Service Districts, the intent of which is to manage growth and to provide for the expansion of urban or community development services and capital infrastructure to areas of the County which are suitable for urbanization; and

WHEREAS, the Plan contains a Goal which provides that Martin County shall direct growth in a timely and efficient manner to those areas where urban or community development services and capital infrastructure is to be made available to undeveloped land at the levels of service adopted in the Plan's Capital Improvement Element; and

WHEREAS, the Primary and Secondary Urban Service Districts were established by the Plan to regulate growth and to provide for community development or urban services and capital infrastructure; and

WHEREAS, the creation of a Community Development District (CDD) is essentially a "stand- alone" urban service district with the capacity to provide urban or community development services and capital infrastructure to property irrespective of whether it is located outside of the County's Primary and Secondary Urban Service Districts in an area where the Comprehensive Plan would otherwise not encourage urban services; and

WHEREAS, pursuant to § 190.003 (6), Fla. Stat. CDDs are special purpose governments which are created for the purpose of the delivery of community development or urban services and capital infrastructure; and

WHEREAS, pursuant to § 190.002 (1)(a) and (c), Fla. Stat., CDDs provide a way to finance the delivery of basic urban or community development services, and capital infrastructure; and

WHEREAS, § 163.3164(51), Fla. Stat., defines an Urban Service Area as areas identified in a comprehensive plan where public capital infrastructure and services including, but not limited to drainage, water and sewer infrastructure and capacity, and roads, are already in place or are identified in the capital improvements element of a comprehensive plan; and

WHEREAS, the Harmony Ranch property has land use and zoning designations of agricultural and has been approved by Martin County for the development of 129 20-acre lots on its currently undeveloped 2,717 acres; and

WHEREAS, the Harmony Ranch CDD Petitioner represents that the currently approved 20- acre lot project that it may develop requires urban or community development capital infrastructure and services at a cost of \$5,104,200, or \$39,567 per 20-acre lot with the completion of this urban or community development infrastructure estimated to be by December 2021; and

WHEREAS, after filing its Petition for a CDD to provide urban or community development capital infrastructure and services to 129 residential dwelling units within the 2,717 acre Harmony Ranch property, Harmony Ranch filed a lawsuit against Martin County, in which it admitted that it would be "**economic suicide**" and "**cost prohibitive**" to develop its property in this manner, indicating its clear intent to build substantially more residential units in the proposed CDD; and

WHEREAS, Harmony Ranch's CDD Petition represents that the urban or community development capital infrastructure that will be financed for 129 homes will be limited to roads, drainage and landscaping, and would not be incompatible with the capacity and use of existing local and regional community development services and facilities; and

WHEREAS, the Harmony Ranch CDD Petition identified only a need to construct Roadways, Storm Water Management System, and Lake Plantings, if the Petition is granted, the CDD would not be limited to providing these urban services, because the CDD statute authorizes every CDD, once established, and regardless of what was initially identified in the Petition, to provide the full range of urban or

community development services and capital infrastructure without further State authorization, including, water supply and central water and sewer utility services; and

WHEREAS, the City of Stuart, being a urban area in Martin County where development should be directed, to compact growth patterns identified within the City of Stuart Comprehensive Plan and by the 1000 Friends of Florida in their 2070 Florida alternative growth pattern report.

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

SECTION 1. The "whereas" clauses above are incorporated herein as findings of the City Commission.

SECTION 2. The City of Stuart City Commission finds that the establishment of a Community Development District (CDD) authorizing the delivery of urban community development services and facilities upon the Harmony Ranch property would be in conflict with the Martin County Comprehensive Growth Management Plan.

SECTION 3. The City of Stuart City Commission finds that the establishment of a Community Development District (CDD) authorizing the delivery of urban community development services and facilities upon the Harmony Ranch property would be in conflict with the **Objective of the Stuart Comprehensive Plan to facilitate urban development in a compact form** To reduce sprawl.

SECTION 4. The City Commission finds that the establishment of the Harmony Ranch CDD would expand the Urban Service District established in the Martin County Comprehensive Plan and therefore be inconsistent with the Constitution and laws of Martin County which were intended to further the health, safety and general welfare of all citizens and businesses of Martin County.

SECTION 5. The City Commission urges the Florida Land and Water Adjudicatory Commission to reject the petition of Hobe Sound Ranch Ltd. to establish the Harmony Ranch Community Development District.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

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

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 11 day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: bhogarth

Title of Item:

LAKE OKEECHOBEE REGULATION SCHEDULE (RC):

RESOLUTION No. 20-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REQUESTING THE UNITED STATES ARMY CORPS OF ENGINEERS MODIFY THE 2022 LAKE OKEECHOBEE REGULATION SCHEDULE IN A MANNER THAT IS CONGRUENT WITH ALL STAKEHOLDER INTERESTS, ELIMINATES THE NEED FOR DISCHARGES INTO THE SAINT LUCIE RIVER IN ORDER TO PROTECT THE ECOLOGY AND NATURAL RESOURCES OF THE ESTUARIAL SYSTEM, AND WHICH ACTIVELY MITIGATES ENVIRONMENTAL AND ECONOMIC IMPACTS TO AFFECTED COMMUNITIES LIKE STUART.

Summary Explanation/Background Information on Agenda Request:

Beginning in February of 2019, the United States Army Corps of Engineers (USACE) will be initiating the multiyear process to modify the Lake Okeechobee Regulation Schedule (LORS) to be adopted in the year 2022. This review will coincide with the completion of the Herbert Hoover Dike rehabilitation. The LORS study will re-examine the opportunities to balance the project and purposes for flood control, water supply, recreation, navigation and environmental effects to fish and wildlife, and cultural and recreational resources. The study will also consider the future of the Comprehensive Everglades Restoration Plan (CERP) infrastructure that will provide additional flexibility for lake operation.

USACE goals for the LORS review include reducing undesirable releases to the northern estuaries, improve ecology in Lake Okeechobee, increase water supply for existing legal users, and to ensure that all dam safety requirements are met. As a major stakeholder in this process, the City of Stuart will have the opportunity to collaborate with both the USACE and other agencies and industries to define the limitations and priorities of water management for the foreseeable future. This will also include the opportunity to refocus public health and safety to include the environmental, ecological, and economic vitality of the Saint Lucie River.

Funding Source:

N/A

Recommended Action:

Recommend approval of Resolution and direction to staff to work with United States Army Corps of Engineers throughout the multiyear, LORS 2022 modification process.

ATTACHMENTS:

Description	Upload Date	Type
R20-2019 Requesting USACE modify 2022		Resolution add

▣ LORS to eliminate Saint Lucie discharges 2/1/2019

to Y drive



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 20-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REQUESTING THE UNITED STATES ARMY CORPS OF ENGINEERS MODIFY THE 2022 LAKE OKEECHOBEE REGULATION SCHEDULE IN A MANNER THAT IS CONGRUENT WITH ALL STAKEHOLDER INTERESTS, ELIMINATES THE NEED FOR DISCHARGES INTO THE SAINT LUCIE RIVER IN ORDER TO PROTECT THE ECOLOGY AND NATURAL RESOURCES OF THE ESTUARIAL SYSTEM, AND WHICH ACTIVELY MITIGATES ENVIRONMENTAL AND ECONOMIC IMPACTS TO AFFECTED COMMUNITIES LIKE STUART.

* * * * *

WHEREAS, the City of Stuart City Commission is deeply committed to environmental advocacy at all levels of government on issues that directly and indirectly impact residents, while providing meaningful input to elected representatives on issues of concern; and

WHEREAS, the United States Army Corps of Engineers recently announced the initial phase of a multiyear, collaborative process with all impacted stakeholders in modifying the Lake Okeechobee Regulation Schedule to be adopted in 2022; and

WHEREAS, the City desires to work collaboratively with the USACE and other stakeholders throughout the LORS modification process in order to ensure the future protection of both the environmental and economic vitality of Stuart, as so resolved herein.

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

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

SECTION 2: The City of Stuart, Florida and City Commission hereby directs staff to collaborate with the USACE in order to modify the 2022 LORS in a manner that is congruent with all stakeholder interests, eliminates the need for discharges into the Saint Lucie River in order to protect the ecology and natural resources of the estuarial system, and which actively mitigates environmental and economic impacts to affected communities like Stuart.

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

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

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 ____ day of _____, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/11/2019

Prepared by: Stephen Mayer

Title of Item:

AMENDMENT TO BAKER ROAD CPUD (QUASI-JUDICIAL)(RC) :

ORDINANCE No. 2400-2019; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE BAKER ROAD COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A PARCEL OF LAND FRONTING N.W. FEDERAL HIGHWAY (U.S. HIGHWAY 1), CONSISTING OF 0.80 ACRES OWNED BY BAKER ROAD, LLC.; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; ADOPTING A REVISED FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property, consisting of one undeveloped parcel, is 0.80 acres in size. The subject property is located on the west side of the U.S. Highway One (south of the Hilton Suites CPUD). There is approximately 150 feet of frontage along U.S. 1.

The project is approved as a stand-alone 6,800 square foot office/retail building. The project is intended to be developed in one phase.

Due to right of way restrictions from Martin County engineering, the applicant was not able to obtain a curb cut intersection as shown on the approved site plan. The applicant redesigned the site plan to relocate the ingress/egress from Palm Lake Drive (on the west side of the property) to 13th Terrace (on the south side of the property). This aligned with the ingress/egress to the north side of the property and to 14th Street (or the Baker Road intersection). Also, the modification of the parking lot allowed the site to be configured to relocate the dumpster from the western side of the property toward the middle of the site, and the number of parking spaces in a row without a landscape island is now in compliance with the city's Land Development Code. Finally, the minor amendment limits the use of the building to Low Intensity Medical, as defined by the City's Land Development Code. The applicant is an Ear, Nose and Throat (ENT) physician that will operate an ENT doctor's office which meets the intent of a low impact medical office. Because of this use designation, the required parking is under the provided parking.

The applicant received approval of individual setback that does not reflect the B-2 General Business zoning district. The flexibility of allowing a lesser front setback along US Highway One (from 30 feet to 20 feet), allows the applicant to provide rear loaded parking, and keep the building and business activity away from the residential property to the west. Staff supports these reduced setbacks.

The applicant is no longer requesting any additional waivers to the code.

Funding Source:

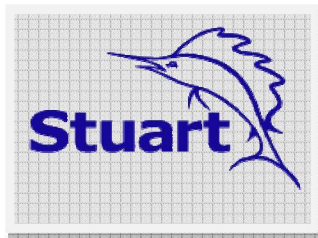
N/A

Recommended Action:

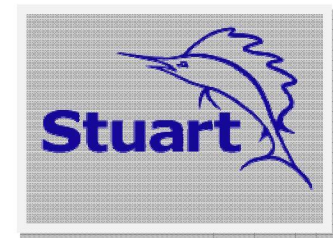
Motion to approve Ordinance 2400-2019 on second reading.

ATTACHMENTS:

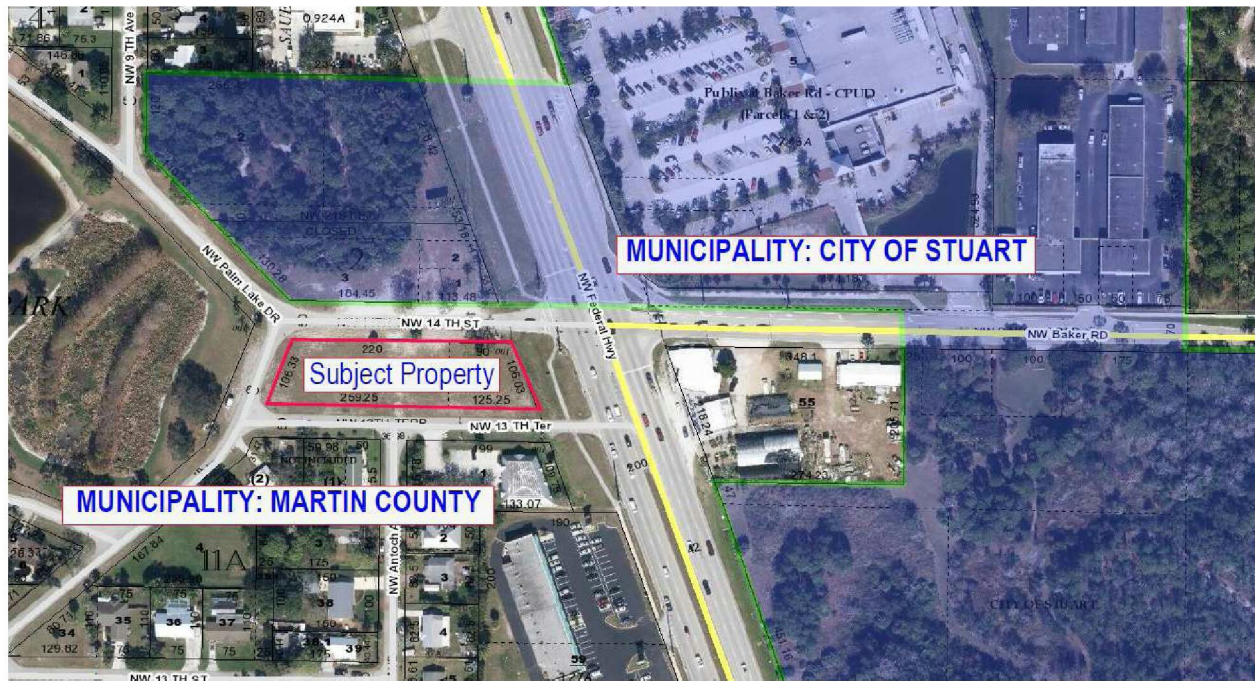
Description	Upload Date	Type
▣ Staff Report	2/1/2019	Staff Report
▣ Ordinance 2400-2019	2/5/2019	Ordinance add to Y drive
▣ Site Plan	1/22/2019	Exhibit
▣ Landscape Plan	1/22/2019	Exhibit
▣ Justification Statement	1/22/2019	Attachment
▣ Application	1/22/2019	Attachment



**CITY OF STUART
CITY COMMISSION**
February 11, 2019



Project Name: Karabulut Medical Offices Comprehensive Plan, Rezoning and Site Plan Approval	Property Owner: Daniel DelRowe, Baker Road, LLC
Project No.: Z18120001	Applicant/Petitioner: Daniel DelRowe Baker Road, LLC
Ordinance No: 2400-2019 (Second Reading)	Agent/Representative: Brad Currie, Engineering, Design and Construction, Inc.
	Case Planner: Stephen Mayer
Location: Parcel fronting NW Federal Hwy, South of NW 14 th Street (14000 NW Federal Highway)	



PROJECT SUMMARY		
Property Size (area)		0.80 acres
Present Use		Undeveloped
Subject Property Land Use		Martin County – Commercial Limited
Adjacent FLU	<i>North</i>	City of Stuart - Commercial
	<i>South</i>	Martin County – Commercial General
		Martin County – Commercial/ Office/ Residential
		Martin County – Low Density Residential
	<i>East</i>	Martin County – Commercial General
	<i>West</i>	Recreational
Subject Property Zoning		Martin County – Limited Commercial (LC) District

<i>Adjacent Zoning</i>	<i>North</i>	City of Stuart – CPUD (Hilton Suites)
	<i>South</i>	Martin County – Limited Commercial (LC) Martin County – COR-1 (Commercial Office/Residential) Martin County – R-2B
	<i>East</i>	Martin County – B-1 (Business)
	<i>West</i>	Martin County – R-2B
<i>Proposed Land Use Designation & Zoning District</i>		Commercial and Commercial Planned Unit Development (CPUD)
<i>Proposed Use</i>		Commercial – Medical Office building
<i>City Approvals</i>		• Building Department – No comments at this time. • Fire Department – Approved • Public Works – Approved with Comments • Police Department – Approved
<i>Brief Explanation</i>		The intent of this application is to request a minor amendment to the Baker Road Commercial Planned Unit Development (CPUD) to allow a change in the use from Office, Medical to Office, Low Intensity Medical and minor changes to the site plan, such as the location of the dumpster and ingress/egress. The subject property is 0.80 acres. The property is currently undeveloped. The intent of this project is the construction of 6,800 sf retail building, which was approved in 2018.
<i>Staff Recommendation:</i> Subject to the attached development conditions staff offers no objection to the minor amendment to the Baker Road Commercial Planned Unit Development (CPUD) of the 0.80 acre parcel located on the west side of the U.S.1, south of NW 14 th Street.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for a minor amendment to a CPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations, as well as applicable sections in F.S. Ch. 163, Part II and Ch. 171, Part II.

B. Site Posting Date: 01-14-2019

C. Mail Notice Postmark: 01-14-2019 to property owners within 300 feet

II. APPLICATION See Attachment B to this report.

III. STAFF ANALYSIS

A. Site and Area Characteristics (Attachment C)

The subject property consists of one lot totaling 0.80 acres in size, located on the west side of NW Federal Highway, just south of NW 14th Street, and the recently annexed Hilton Suites CPUD.

Direction	Current Use	Zoning	Future Land Use
North	Vacant/Hilton Suites CPUD (City of Stuart)	CPUD	Commercial
South	Condon Jewelers Palm Lake Park (Martin County)	LC, COR-1, R-2B	Commercial General Commercial Office/ Residential Low Density Residential
East	Retail and outdoor sales (Martin County)	B-1	Commercial General
West	Palm Lake Park (Martin County)	R-2B	Recreational

B. Project Description

The subject property, consisting of one undeveloped parcel, is 0.80 acres in size. The subject property is located on the west side of the U.S. Highway One (south of the Hilton Suites CPUD). There is approximately 150 feet of frontage along U.S. 1.

The project is approved as a stand-alone 6,800 square foot office/retail building. The project is intended to be developed in one phase. Due to right of way restrictions from Martin County engineering, the applicant was not able to obtain a curb cut intersection as shown on the approved site plan. The applicant redesigned the site plan to relocate the ingress/egress from Palm Lake Drive (on the west side of the property) to 13th Terrace (on the south side of the property). This aligned with the ingress/egress to the north side of the property and to 14th Street (or the Baker Road intersection). Also, the modification of the

parking lot allowed the site to be configured to relocate the dumpster from the western side of the property toward the middle of the site, and the number of parking spaces in a row without a landscape island is now in compliance with the city's Land Development Code. Finally, the minor amendment limits the use of the building to Low Intensity Medical, as defined by the City's Land Development Code. The applicant is an Ear, Nose and Throat (ENT) physician that will operate an ENT doctor's office which meets the intent of a low impact medical office. Because of this use designation, the required parking is under the provided parking.

C. Technical Review by Other Agencies and Other Relevant Documents

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.

The Public Works, Fire, and Police Departments and Zoning have reviewed the applications and have offered their comments. Each department, including engineering, will provide specific comments at final site approval (with civil drawings) for permitting.

PUD Waivers to the Code

The applicant received approval of individual setback that does not reflect the B-2 General Business zoning district. The flexibility of allowing a lesser front setback along US Highway One (from 30 feet to 20 feet), allows the applicant to provide rear loaded parking, and keep the building and business activity away from the residential property to the west. Staff supports these reduced setbacks.

The applicant is no longer requesting any additional waivers to the code.

VI. ATTACHMENTS

Attachment A: Proposed Ordinance No. 2400-2019

Attachment B: Application Materials

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994

ORDINANCE No. 2400-2019

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE BAKER ROAD COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A PARCEL OF LAND FRONTING N.W. FEDERAL HIGHWAY (U.S. HIGHWAY 1), CONSISTING OF 0.80 ACRES OWNED BY BAKER ROAD, LLC.; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; ADOPTING A REVISED FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Petitioner, Baker Road, LLC., constituting the fee simple title holder to the land fronting N.W. Federal Highway (U.S. Highway-1), consisting of 0.80 acres, more particularly described in **Exhibit "A"**, attached hereto and made a part thereof, and

WHEREAS, on October 8, 2018, the City Commission considered and adopted Ordinance 2381-2018, the Petitioner's voluntary request for land use and zoning designation, and

WHEREAS, on October 8, 2018, the City Commission adopted Ordinance 2382-2018, designating the Future Land Use and Zoning District for said land to Commercial and CPUD, and adopting a site plan for the Baker Road CPUD.

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

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

SECTION 2. The legal description of the property, reflecting the 0.80 acre parcel, is set forth in **Exhibit “A”** attached hereto and made a part hereof by reference. A boundary and topographical survey depicting the Property is attached hereto as **Exhibit “B”** and made a part hereof by reference. The conditions of development for the property are attached hereto as **Exhibit “C”** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The Owners’ written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a “Development Agreement,” as provided in Section 163.3221, Florida Statutes.

SECTION 4. The following “Development Documents” on file as public records of the City at the office of the City Development Department and as attached hereto as **Exhibit “D”** shall be henceforth deemed as Approved, and shall become a part of the development conditions applicable to the Subject Property, and all construction shall be in accordance therewith:

- 1. Site Plan, page 1 of 1, prepared by EDC, Dated 12.10.18.**
- 2. Landscape Plan prepared William A Flint, III, Project No. 18-030, Dated 12.09.18**
- 3. Architectural Concepts Plan and Color Chart prepared by Architectonic, Inc, entitled Independence Ear, Nose and Throat, Project # C18026.**

SECTION 5. Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City’s Land Development Code. The failure of the owner to comply with the Development with any term or

condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Owner to seek administrative or judicial redress.

SECTION 6. Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

- a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the CPUD property or any portion of the CPUD property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the developer shall be

considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 7. All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 8. 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 9. This ordinance shall be effective upon its adoption. However, the Future Land Use Designation granted herein shall not be effective until thirty-one (31) days after adoption, and as otherwise provided by law F.S. 163.3187.

SECTION 10. The complete execution and recording of this ordinance by the City Clerk shall occur no later than 45 days from the date of this approval, failing which this ordinance shall be void.

Passed on first reading the 28th day of January, 2019.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this 11th day of February, 2019.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Baker Road, LLC.

Print Name: _____

By: _____
Daniel DelRowe, Owner

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Ordinance No. 2400-2019 was acknowledged before me this ____ day of _____, 2018, by Daniel DelRowe, owner of Baker Road, LLC.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

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

Exhibit "A"
Legal Description

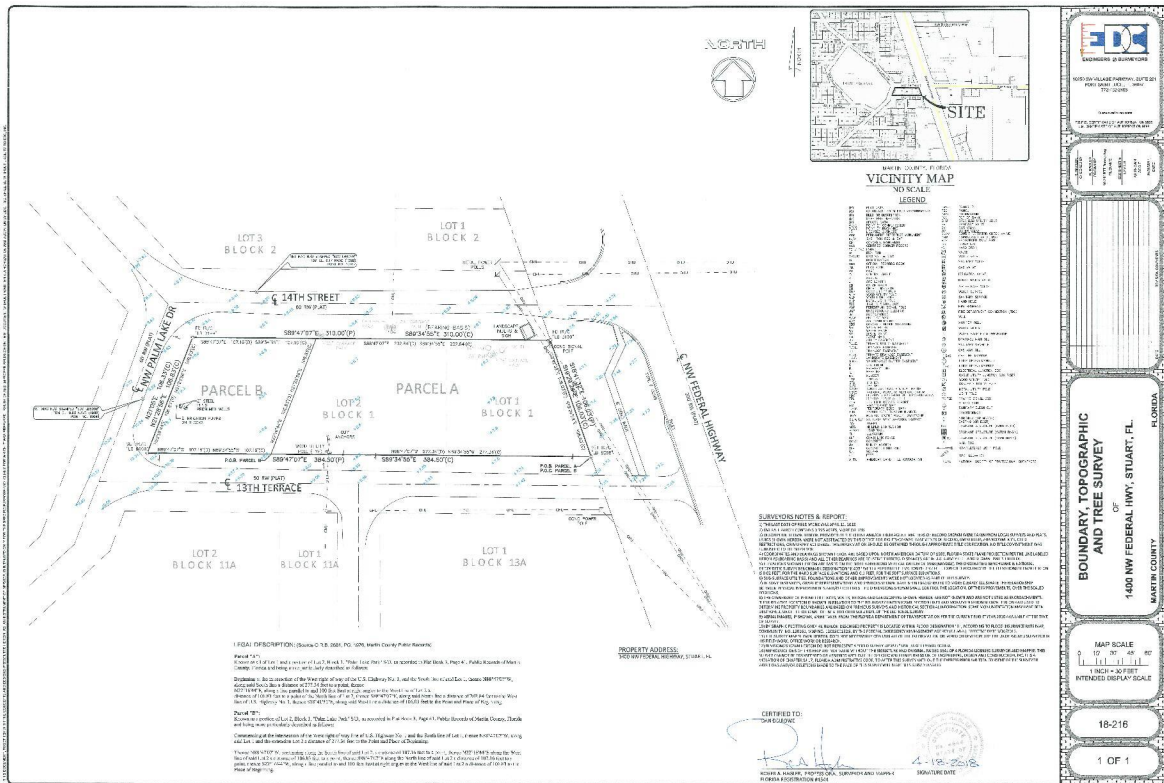
Parcel "A"

Known as all of Lot 1 and a portion of Lot 2, Block 1, "Palm Lake Park" S/D, as recorded in Plat Book 3, Page 41, Public Records of Martin County, Florida and being more particularly described as follows: Beginning at the intersection of the West right of way of the U.S. Highway No. 1, and the South line of said Lot 1, thence N88°47'07"W, along said South line a distance of 277.34 feet, thence N22°16'44"E, along a line parallel to and 100 feet East at right angles to the West line of Lot 2 a distance of 106.83 feet to a point of the North line of Lot 2, thence S88°47'07"E, along said North line a distance of 202.84 feet to the West line of U.S. Highway No. 1, thence S18°41'32"E, along said West line a distance of 106.03 feet to the Point and Place of Beginning.

Parcel "B"

Known as all of Lot 2 and a portion of Lot 2, Block 1, "Palm Lake Park" S/D, as recorded in Plat Book 3, Page 41, Public Records of Martin County, Florida and being more particularly described as follows: Commencing at the intersection of the West right of way line of U.S. Highway No. 1 and the South line of Lot 1, thence N88°47'07"W, along said Lot 1 and the extension Lot 2 a distance of 277.34 feet to the Point and Place of Beginning. Thence N88°47'07"W, continuing along South line of said Lot 2, a distance of 107.16 feet to a point, thence N22°16'44"E, along the West line of said Lot 2 a distance of 106.83 feet to a point, thence S88°47'07"E, along the North line of said Lot 2 a distance of 107.16 feet to a point, thence S22°16'44"W, along a line parallel to and 100 feet East at right angles to the West line of said Lot 2 a distance of 106.83 feet to the Point and Place of Beginning.

Exhibit "B" **Boundary and Topographical Survey**



**Exhibit “C”
Development Conditions**

Approved Plans and Documents

1. The project shall comply with the Site Plan page 1 of 1, prepared by EDC, Last Revised 12/10/18.
2. The project shall comply with the Landscape Plan by William A. Flint, III, Project No. 18-030, Last Revised 12/9/2018.
3. The architectural elevations shall demonstrate compliance with all applicable commercial development standards in Section 6.05.00 of the Land Development Code. At the minimum, the project shall comply with the Architectural Concepts by Architectonic, Inc., Project #C18026.
4. Any modifications to the CPUD Site Plan, due to final engineering, that exceeds 10% of the approved building footprint, building setbacks; gross square footage; building location; parking size; location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.

Permitted Uses

5. The project has been approved for a stand-alone 6,800 square foot low intensity medical office building, as defined by the City’s Land Development Code. Uses within the proposed building are limited to low intensity medical office, and business and professional office. Approval of any other uses may be amended by a major amendment to this CPUD.

Prior to Issuance of Site Permits

6. Applicant shall provide a floor plan for the proposed medical office building.
7. Civil plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
8. The applicant is responsible for obtaining all state, federal and local permits.
9. Lighting shall comply with Section 6.07.00 of the Land Development Code and reviewed by Police for CPTED/Crime Prevention recommendations. Lighting shall include shields to direct the light away from the future residential/multi-family development to the west of the property. Lighting shall be installed with LED bulbs.

10. The tree mitigation requirements are set forth in the Landscape Plan by HJA Design Studio, item #2 above. The tree mitigation to be provided shall meet the standards sets forth in Section 5.05.02 for tree replacement and/or mitigation through the City tree fund at the replacement ratios specified prior to the approval of a site permit.

Landscaping

11. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
12. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
13. A landscape maintenance plan, executed in accordance with the LDC, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
14. "Hat racking" of trees is prohibited on the property.

Development and Construction

15. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.
16. Building generators, if utilized, shall be located behind the building that they serve, and screened with decorative materials or landscaped with hedge material. Sound attenuation shall be provided to assure that noise levels do not exceed 65 db at the property line. Non-emergency testing of generators shall be limited to the hours of 12:00 p.m. to 3:00 p.m. on weekdays.
17. All mechanical equipment associated with the development shall be roof top or located along the side or rear of the building and decoratively screened or landscaped with hedge material.
18. To the extent possible, all on-site utilities must be buried except for any existing FPL transmission lines.
19. Backflow prevention devices and required above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.
20. 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.

21. No temporary or modular buildings are permitted on the property except for permitted temporary construction trailers.
22. Any proposed signage shall comply with Section 6.11.00 of the Land Development Code. A separate permit(s) for all signs are required.
23. The building shall be fire sprinklered based on occupancy, unless subsequent plans submitted show conditions for which exceptions are allowed by the FFPC.

Development Timetable

24. Timetable for development shall be as follows:
 - Site and Building Permit Submission – August 1, 2020
 - Certificate of Occupancy – January 1, 2022

Prohibited Uses

25. The uses that are not allowed within the CPUD are night club, gas stations, arcade, pool hall, pharmacies, medical marijuana treatment center, outdoor entertainment and adult businesses and bars. (add gas stations)

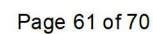
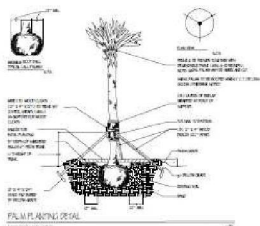


Exhibit “D”
Development Documents



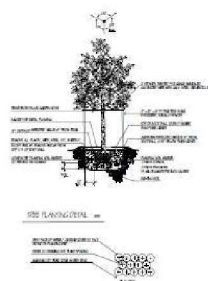
ZEPHYRUS REQUIREMENTS	P15
Plan submitted and, if needed, and help with same indicated on the Landscape plan	5
70% or more of the spaces areas made up of shrub tolerant species from the list	10
80% or more of the required trees are made up of shrub tolerant species from the list	10
90% or more of the required trees are made up of shrub tolerant species from the list	10
Utilization of compacted soil beds or lawn beds below steep or shaded areas shall be avoided	5
Utilization of mulch more than 3 inches	5
	TOTAL POINTS

SITE DATA			
CURRENT LAND USE	COMMERCIAL		
FUTURE LAND USE	COMMERCIAL		
CURRENT ZONING	C-2		
FUTURE ZONING	OFFICE		
TOTAL AREA	54,000 SQ FT	20 AC	100,000
IMPROVEMENT AREA	2,500 SQ FT	77 AC	615
PROF. BUILDING AREA	600,000 SQ FT	80 AC	200
PROF. PARKING AREA	1,400 SQ FT	80 AC	620
PROF. CONC. AREA	480,000 FT	23 AC	15
PERVIOUS AREA	2,400 SQ FT	24 AC	200
PROF. DRIVE AREA	1,250 SQ FT	24 AC	65
PROF. CONCRETE DRIVE	1,250 SQ FT	24 AC	65

DESIGNS:

THE DUTCH WATER MANAGEMENT SYSTEM FOR THE PROJECT WILL COLLECT AND REMOVE IN A SERIES OF BASINS WHICH WILL ALLOW THE RUNOFF TO BE TREATED AND DISCHARGED INTO THE LAKE. THIS WILL ALLOW THE PROJECT TO COMPLY WITH THE EXISTING DRAINAGE SYSTEM AND AS WELL AS THE CITY OF CHICAGO LDC.

BUILDING DATA	
TOTAL BUILDING COVERAGE	30%
MAX. BUILDING HEIGHT	65'
MINIMUM LOT AREA	4,000 SQ. FT.



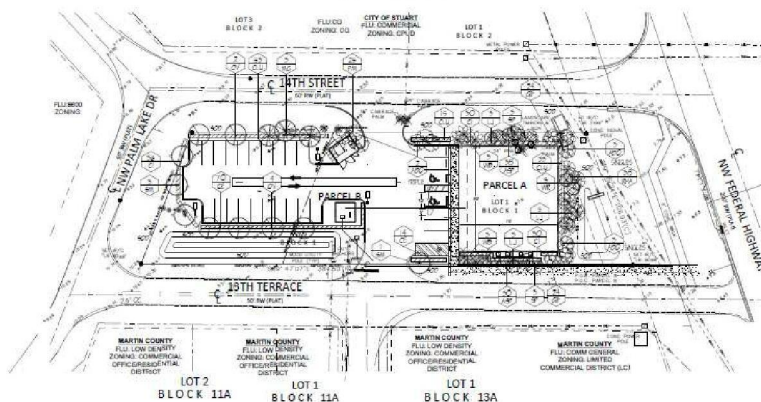
PLANT & MATERIAL SCHEDULE						
SHRUBS						
KEY	SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE (HT. x DBH)	CONTAINER

[illegible][illegible]

ALL LAWN CARE MATERIAL TO BE P.L.A. #1 OR BETTER
 DARK SOIL AS REQUIRED
 MULCH, SOIL OR TOP DRESSING MULCH (NO COFFEE) AS REQUIRED TO 3" THICKNESS MINIMUM IN ALL PLANT BEDS
 FULLY AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE IN SPRING AND
 ALL PROMISED SPECIES SHALL BE REMOVED FROM SITE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY
 ALL WORKMANSHIP GUARANTEED 12 MONTHS

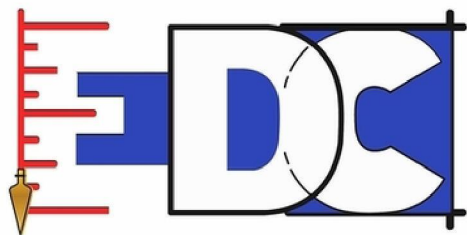
EXISTING TREE KEY

	1" CARRIAGE NAIL	INDICATES EXISTING CARRIAGE NAIL TO REMAIN
	1" CARRIAGE NAIL	INDICATES EXISTING CARRIAGE NAIL TO BE REMOVED
	1" CARRIAGE NAIL	INDICATES EXISTING NAIL TO BE REMOVED



ELECTRONIC JOURNAL OF
STATISTICS
BY INSPIRE (2020)

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LETTER OF JUSTIFICATION

Baker & US 1

PUD Amendment Application

December 11, 2018

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a minor PUD Amendment for a project known as Baker & US 1 located in Stuart, Florida. To satisfy comments received from Martin County Engineering Department regarding access, a minor amendment to the approved plan is requested. The Parcel ID associated with this project is # 29-37-41-001-001-00010-0 and is located at 1400 NW Federal Highway.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located at 1400 NW Federal Highway. The property address is outlined in the table below:

Parcel ID	Address	Acreage	Current FLU	Current Zoning
29-37-41-001-001-00010-0	1400 NW Federal Highway	.80	C	CPUD

The subject property has a future land use designation of Commercial and is located in the CPUD (Commercial Planned Unit Development) zoning district. This .80-acre parcel is currently undeveloped. On September 24, 2018 the above noted parcel was annexed into the City of Stuart. At the time, access was proposed off of 14th Street and NW Palm Lake Drive. Martin County Engineering determined that access to NW Palm Lake Drive was not acceptable. Due to this, a minor PUD amendment is being requested. Historically, patient volume for this facility is 27 – 29 patients daily (approximately 3 per hour).

To the north of the subject is an undeveloped parcel that was recently annexed into the City of Stuart. It has a future land use designation of Commercial and is in the CPUD (Commercial Planned Unit Development) zoning district.

To the south of the subject property is a developed commercial parcel and a residential area. These parcels have a Martin County future land use designation of Commercial/Office/Residential, Low Density and Commercial General with underlying zoning categories of COR-1 (Commercial/Office/Residential), R-2 B (Single Family Residential) and LC (Limited Commercial).

East of the subject property lies NW Federal Highway followed by a developed commercial parcel. This parcel has a Martin County future land use designation of Commercial General and an underlying zoning category of B-1 (Business).

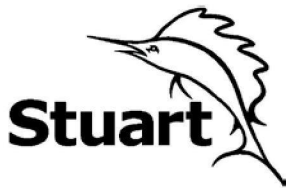
To the west of the subject property is a conservation area that contains a lake. The Martin County future land use designation of this property is Recreational and it is located in the R-2 B (Single Family Residential) zoning district.

PUD AMENDMENT REQUIREMENTS

Section 11.01.09 of the City of Stuart Land Development Code identifies the requirements for planned unit development amendment approvals. The application, fees and conceptual site plan are included as part of this submittal along with supplemental information that we feel would be helpful for the review and approval of this request.

Based on the above and attached information, the applicant respectfully request approval of the proposed applications.

S:\EDC-2018\18-216 - Baker & US 1\ENGINEERING\Documents\Submittal Documents\Justification Statement\2018-12-10_Baker&US1_PUD_Amendment_Justification_18-216.doc



City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

Received by: _____

Reviewed by: _____

Approved by: _____

(772) 288-5326

Planned Unit Development (PUD) Amendment Application

Project ID# _____
(Staff Entry)

Pre-App Conference Date: February 15, 2018	Application Date: December 11, 2018
Project Name: Baker & US 1	
Parcel ID# 29-37-41-001-001-00010-0	Project Address: 1400 NW Federal Hwy, Stuart, FL
Zoning/CRA Sub-district: Commercial Planned Unit Development (CPUD)	
Subdivision: Palm Lake Park	Lot(s): Lots 1 & 2 / Block 1
Fees: Major PUD Amendment - \$3,072.00; Minor PUD Amendment: \$2,048.00; PUD Agreement Amendment (text change only): \$1,024.00 (this does not include fees that may be charged as a result of application review by the City's consultants)	
A Major Planned Unit Development Amendment is one which shall include any one of the following; 1. A change of two (2) percent or more in the area of any land use designations shown on the site plan; 2. Any change in the list of proposed uses; 3. An increase in residential density of five (5) percent or more; 4. An increase in nonresidential Building square footage of ten (10) percent or more; 5. A change in the boundary of the PUD district; 6. A change in the site plan or approval regarding any area(s) set aside and designated for future development; 7. Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood; 8. An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review. (A Minor Planned Unit Development Amendment is any amendment that is not a major amendment.)	
Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) (The data requirements for a site plan and a concept plan are available at the Development Department)	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Justification: Written justification supporting the application and demonstrating how the application remains: (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and (b) complies with the relevant development standards of the City of Stuart Land Development Code.	

General Information

(Please Print or Type)

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

Name: Daniel DelRowe
Title: Mgr.
Company: Baker Road, LLC
Company Address: 1400 NW Federal Highway

City/State/Zip Code: Stuart, FL 34994
Telephone Number: (772) 237-7696
Facsimile Number:
Email Address (optional): project@baker-rd.com

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: Brad Currie, AICP
Title: Vice President
Company: Engineering Design & Construction, Inc.
Company Address: 10250 SW Village Pkwy, Ste 201

City/State/Zip Code: Port St. Lucie, FL 34987
Telephone Number: 772-462-2455
Facsimile Number: 772-408-4208
Email Address (optional): bradcurrie@edc-inc.com

3. The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Daniel DelRowe
Title: Manager
Company: Baker Road, LLC
Company Address: 1400 SW Federal Highway

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772-237-7696
Facsimile Number:
Email Address (optional): project@baker-rd.com

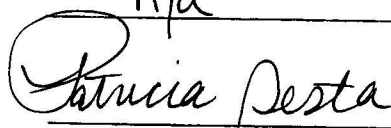
I hereby certify that all information contained herein is true and correct.

4. Signed this 10th day of December, 2018.



 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 10th day of December 2018 by Dan Del Rowe who is personally known to me, or who has produced n/a as identification and who did/did not take an oath.



 Notary Signature

Commission Expires: 8/11/2020



Patricia M. Sesta
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF983414
 Expires 8/11/2020