City of Stuart

A G E N D A
STUART COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
TO BE HELD MAY 5, 2020 AT 4:00 PM
COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD

Chairman - Frank Wacha
Vice Chairman - Nathan Ritchey
Board Member - Tom Campenni
Board Member - Faye James
Board Member - Chris Lewis
Board Member - Cristina Maldonado
Board Member - Pete Walson

ADMINISTRATIVE

Development Director, Kev Freeman
CRA Administrator, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston

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 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.

CALL TO ORDER

ROLL CALL

REMOTE MEETING INSTRUCTIONS

APPROVAL OF MINUTES

1. Approval of CRB Minutes

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

COMMENTS FROM THE BOARD MEMBERS

COMMUNITY REDEVELOPMENT BOARD

1. R55-2020 Shoppes on Colorado Annex MUCCU
2. Res. No. 53-2020 River House Public Art Proposal
3. Ordinance No 2438-2020: New Avonlea PUD Minor Amendment
4. Resolution No. 04-2020 (CRA) Avonlea REDA Amendment

OTHER MATTERS BEFORE THE BOARD

HISTORIC PRESERVATION BOARD MATTERS

STAFF UPDATE

ADJOURNMENT

1.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board

Meeting Date:5/5/2020 **Prepared by:**David Dyess, City Manager

Title of Item:

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

*****PUBLIC COMMENT - Comment will be taken at the beginning of the meeting for ALL agenda items. This is done to help control the hybrid nature of the meeting.*****

In Person: City Hall can accommodate a small number of citizen participants. Overflow citizens will be directed to Flagler Place (201 Flagler Ave., Stuart) where larger rooms can accommodate social distancing. Public comment will be taken live via audio/video conference with commissioners.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The city reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING:
https://us02web.zoom.us/j/89756072852

If you wish to speak during public comment, click participants then click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak and you will be invited to activate your camera if you wish. Both will be deactivated once you have completed your comment.

Meeting ID: 897 5607 2852
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US
If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

1.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board

Meeting Date: 5/5/2020 **Prepared by:** Jordan Pinkston

Title of Item:
Approval of February 4, 2020 and March 4, 2020 CRB Minutes.
Summary Explanation/Background Information on Agenda Request:
N/A
Funding Source:
N/A
Recommended Action:
Approve.

ATTACHMENTS:

	Description	Upload Date	Type
	CRB Minutes 2.4.20	4/29/2020	Cover Memo
	CRB Minutes 3.4.20	4/29/2020	Cover Memo

City of Stuart

MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
FEBRUARY 4, 2020 AT 4:00PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS
Chair – Frank Wacha
Vice Chair – Nathan Ritchey
Board Member – Faye James
Board Member – Tom Campenni
Board Member – Pete Walson
Board Member – Cristina Maldonado
Board Member – Chris Lewis

ADMINISTRATIVE
Development Director, Kev Freeman
CRA Administrator, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston

CALL TO ORDER **4:01 PM**

ROLL CALL **4:02 PM**
Present: Tom Campenni, Frank Wacha, Cristina Maldonado, Chris Lewis, Pete Walson, Faye James
Absent: Nathan Ritchey

APPROVAL OF MINUTES
Action: Approve change that Frank Wacha asked if there was a conflict of interest strike from the record. Add that Chair, Frank Wacha passed the gavel to Nathan Ritchey to make a motion.
Moved by: Pete Walson
Seconded by: Tom Campenni
Motion passed unanimously.

APPROVAL OF AGENDA
Action: Approve.
Moved by: Tom Campenni
Seconded by: Pete Walson
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max): None.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEM: None.

COMMUNITY REDEVELOPMENT BOARD

1. Community Redevelopment Agency Annual Report 2019

PRESENTATION Pinal Gandhi-Savdas, CRA Administrator 4:05 PM

COMMENTS FROM THE BOARD MEMBERS:

Tom Campenni asked about the lease for $29,555.00

Pinal Gandhi-Savdas said that was parking for FEC Railroad.

Tom Campenni asked about the status of valet parking.

Pinal Gandhi-Savdas verified how the program has been going. She said she will be sending the facts to the board before the next meeting.

Tom Campenni asked about the Seminole Alley project.

Pinal Gandhi-Savdas estimated how many properties will be affected by the project. She said that they were hoping that when the new development comes in that impact fees will help with the cost.

Tom Campenni questioned the funding for the project.

Kev Freeman explained how they are increasing the value of those properties.

Tom Campenni said that we might want to increase downtown by increasing it on Ocean.

Kev Freeman said that he recommends we generate as much income as we can from the confined area and then natural expansion will occur.

Tom Campenni asked about the city applying for grants for historic properties and applying for certification of a local government.

Kev Freeman said staff will come back with more details about applying.

Tom Campenni would like to see CRA funds to spend more money on properties instead of beautification.

Kev Freeman said that he wanted to reassure the board that they are looking for opportunities to do that.

Pete Walson said that he is not willing to give up beautification but agrees that we should be looking into more vacant properties. He said the property of US1 on Palm City Road is a huge property that a lot can fit on.

Kev Freeman said that the property is under permit for a storage unit.

Nathan Ritchey asked about East Ocean approval for bike lanes.

Pinal Gandhi-Savdas said that was a conceptual plan when they expanded the CRA.

Pete Walson said the expansion should head down Osceola.

Mike Mortell said that the city does not own that property.

Tom Campenni said that we should develop a plan and zone it.

Faye James asked about the Guy Davis conceptual plan.

Pinal Gandhi-Savdas explained the conceptual plan that was proposed at the outreach meeting.

Frank Wacha said that he thought as projects came through there would be cost benefit analysis's done. He said that we need a big picture of streets to analyze public grounds/streets for future plans. He said that there are creative ways to incentivize infill projects, such as a vacant building tax. He said that the BIRP pictures showed us that we have to do a better job of telling people what they have to do, and we have to make recommendations about how the projects will look on the streets.

Tom Campenni said that the commission decided to give away all the money that we said we were not going to give.

COMMENTS FROM THE PUBLIC (5 min. max): None.

OTHER MATTERS BEFORE THE BOARD:

1. Business Development Board Discussion

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator

Frank Wacha said that is was a very interesting meeting. He discussed some of the key topics that were brought up during the meeting.

Pete Walson asked for clarification on one of the maps in the presentation.

Tom Campenni made comments about losing greenspace.

COMMENTS FROM THE PUBLIC (5 min. max): None.

HISTORIC PRESERVATION BOARD MATTERS:

1. Historic Building Tour

PRESENTATION: Michele Jett, GIS Analyst 4:40 PM

COMMENTS FROM THE BOARD MEMBERS:

Frank Wacha asked if there was an overview map.

Michele Jett explained how it works.

Tom Campenni said that we could have received a grant to do this. He said that there is also an app that Stuart Mainstreet has. He offered meeting with Michele so they did not have to reinvent the wheel.

Faye James asked if we were able to add more historical places. She said that there are some missing from East Stuart.

STAFF UPDATE:

Kev Freeman said that they recently implemented the Urban Plan Unit Development process. Staff recommended and moved the responsibility to view those from the LPA to the CRB, commission amended the code to do that.

Frank Wacha asked that everyone be emailed the code, so they have it readily available.

Frank Wacha asked about North Point.

David Dyess said that the transaction has been delayed at closing and they are awaiting judge ruling.

Tom Campenni asked a question on behalf of Mr. Detrillizzi regarding bulldozers.

David Dyess explained the situation.

Frank Wacha gave a shout out to the City Manager and City Police Department for a recent event that happened.

ADJOURNMENT
Motion: Adjourn.
Action: Approve.
Moved by: Pete Walson
Seconded by: Tom Campenni
Motion passed unanimously.

Frank Wacha, Chair

Jordan Pinkston, Board Secretary

City of Stuart

MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
MARCH 4, 2020 AT 4:00PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS
Chair – Frank Wacha
Vice Chair – Nathan Ritchey
Board Member – Faye James
Board Member – Tom Campenni
Board Member – Pete Walson
Board Member – Cristina Maldonado
Board Member – Chris Lewis

ADMINISTRATIVE
Development Director, Kev Freeman
CRA Administrator, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston

CALL TO ORDER **4:01 PM**

ROLL CALL **4:01 PM**
Present: Tom Campenni, Frank Wacha, Chris Lewis, Pete Walson, Faye James, Nathan Ritchey
Absent: Cristina Maldonado

APPROVAL OF MINUTES
Action: No action was made.

APPROVAL OF AGENDA
Action: Approve.
Moved by: Tom Campenni
Seconded by: Chris Lewis
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max): None.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEM:

Tom Campenni asked about the valet program analytics Pinal sent and the success of the program.

Pinal Gandhi-Savdas said that the valet program guarantees parking.

Tom Campenni said they wanted to increase parking spaces for people but does not want to charge them to park if it's not needed.

Mike Mortell said that we did not look at the effects on other parking lots.

Nathan Ritchey made a comment about Tide House valet.

Frank Wacha asked if code enforcement could take inventory of parking.

Faye James asked about the tram routes and safety.

Pinal Gandhi-Savdas spoke about ridership and said that she will look into safety procedures such as lights.

Mike Mortell said that it is battery operated and that might be why they did not have their lights on.

Nathan Ritchey said that Colorado Park is a mess and dangerous. He suggested getting rid of the chains and adding a step.

Frank Wacha and Tom Campenni agreed.

Kev Freeman said that there might be a handrail issue with adding stairs.

COMMUNITY REDEVELOPMENT BOARD 4:14 PM

1. Presentation on Community Development Block Grant Program

PRESENTATION: Corbett Alday, Guardian CRM Inc.

COMMENTS FROM THE BOARD MEMBERS:

Pinal Gandhi-Savdas explained the timeline for this project.

Pete Walson asked if we were hiring a grant writer for this project only. He said that it was a good idea to hire an outside consultant and they have done that in the past.

Pinal Gandhi-Savdas confirmed that was true.

Corbett Alday began his presentation.

Mike Mortell said that we have a trust account and asked if we only needed tiff revenue.

Corbett Alday said that you have an established CRA and are earning tiff, so you are fine.

Frank Wacha asked about the ranking system for getting funding.

Corbett Alday explained the different categories and what is regularly funded.

Mike Mortell said that we might qualify for SHIP numbers.

Frank Wacha asked about funding parks.

Corbett Alday said that parks apply but it is low scoring.

Mike Mortell said that the city has 9,000 parcels, 3,000 are commercial, 6,000 are residential, 65% of those paid less than $100 for ad valorem taxes and a majority of those were retirees over the age of 65. He said we would have to look into it, but it is possible that we would qualify.

Frank Wacha said that at one point we qualified.

Corbett Alday spoke about a door to door or phone call city wide survey that needs to take place. He continued his presentation.

Frank Wacha asked about using census data.

Corbett Alday explained that you can’t use census data because the City is not 51% LMI.

Mike Mortell explained how are parcel counts work.

Kev Freeman asked how long the jobs had to be established and run for.

Corbett Alday said they are monitored when the project is done and one year after that.

Frank Wacha discussed a past project they did.

Corbett Alday discussed the process.

Mike Mortell asked about leverage.

Corbett Alday said that the city has no match in the economic development section.

Frank Wacha asked for clarification on the ranking.

Corbett Alday discussed the point system.

Tom Campenni asked what we are using the money for.

Pinal Gandhi-Savdas said that is what the first public hearing will determine.

Kev Freeman said that we hope to focus on housing this round.

Tom Campenni said that the county currently has two grants open.

Kev Freeman said that we would assess what plans we have ready to go that we can apply for.

Corbett Alday discussed what it takes to apply for the construction category.

Tom Campenni asked if the city was going to hire someone to draw plans.

Kev Freeman said that we already have project plans in process that would come to a point to use these to apply. He said some examples of the projects they have ideas about applying with.

Corbett Alday said that the cycle has not been formally announced, but they said end of April or May.

Pinal Gandhi-Savdas said that by next year these CRA projects will be ready to apply the grant funds to.

Pete Walson said that Housing category would make sense to him.

Corbett Alday discussed he application cycle and the likelihood of being funded in each category and details of ranking applications.

Frank Wacha asked for confirmation on what the city must have in place for each category in order to apply.

Corbett Alday said that economic development applications will be accepted all year long.

COMMENTS FROM THE PUBLIC (5 min. max): None.

HISTORIC PRESERVATION BOARD MATTERS: 4:48 PM

1. **Certified Local Government**

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator

COMMENTS FROM THE BOARD MEMBERS:

Tom Campenni explained why he brought this issue to staff's attention. He asked how we would amend our current preservation board.

Mike Mortell explained the criteria needed to apply. He said currently our charter does not prevent the CRB members to sit on other boards.

Tom Campenni said the easiest and best way would be to piggy back with the county.

Pinal Gandhi-Savdas said that she will reach out to the county to let them know we are interested in joining an interlocal agreement.

Pete Walson likes the idea.

Tom Campenni said that the School Board told staff to create a memorandum of understanding to take over the high school building. He suggested working with them and find grants as a unit.

Mike Mortell discussed what the City of Stuart did back in the 80's with the Art Council.

Frank Wacha asked about the Main Street grant being affected and the changes required.

Mike Mortell said that we would have to rewrite the code.

Frank Wacha asked for clarification on partnering with the county.

Pinal Gandhi-Savdas confirmed the process.

STAFF UPDATE: None.

ADJOURNMENT
Motion: Adjourn.
Action: Approve.
Moved by: Pete Walson
Seconded by: Nathan Ritchey
Motion passed unanimously.

Frank Wacha, Chair

Jordan Pinkston, Board Secretary

1.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board

Meeting Date:5/5/2020 **Prepared by:**Stephen Mayer

Title of Item:
RESOLUTION No. 55-2020: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE DEVIATION OF REQUIREMENTS REGARDING THE PRINCIPAL BUILDING PLACEMENT, FRONT STREET FAÇADE WIDTH, PARKING LOCATION, AND CERTAIN ARCHITECTURAL REQUIREMENTS WITHIN THE URBAN CENTER ZONING DISTRICT; APPROVING PLANS FOR DEVELOPMENT TO ALLOW THE CONSTRUCTION OF 11,929 SQUARE FEET OF COMMERCIAL OFFICE, RETAIL, AND RESTAURANT WITHIN TWO BUILDINGS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The applicant, Ted Glasrud Associates FL, LLC, is requesting a major urban code conditional use approval in accordance with Section 3.01.06 of the City of Stuart Land Development Code. The applicant is the owner of the property, located at between Frasier Creek and the existing Shoppes on Colorado, S Colorado Ave, and if granted, the conditional use would allow deviations from the Urban Code, Chapter 3 of the City of Stuart Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant.

The property is currently vacant and accommodates stormwater installations and utility easements that serve the surrounding area. The developable area of the property is compromised by utility easements and the proximity of Frazier Creek and the associated roadway bridge. Comparable stormwater infrastructure and related utility easements have been adjusted to be able to be accommodated within the proposed development of the property.

The applicant is required to request a Major Urban Code Conditional use due to the following deviations from the Urban Code:

A. Principal Building Location: The front façade shall be constructed parallel to the street along the front property line with a required build-to line of zero feet. The proposed site plan has the build-to line of 11.1 feet.

B. Façade Width. The front street façade width of the principal building shall not be less than 80% of the lot width. The proposed site plan has a building façade width of 27 %. However, a 50-foot right of way and a force main easement prevent the use of the entire lot width. The usable frontage is closer to 58 feet and therefore is close to 70%. It is important to note that most of that unused width space is being utilized as a 10-foot shoreline protection zone.

C. Parking Location. All parking shall be located behind the rear façade of the principal building or screened from public right-of-way by a street wall, other screening approved by the city development director, or landscape buffer. The applicant is proposing to screen the parking along the side of the building with landscaping.

D. Height. The minimum building height is shall be two stories or 26 feet. The proposed building is single storied, with the top of the parapet wall at exactly 26 feet. The top of the roof is 24.4 feet and it is designed to appear like a two storied structure.

E. Architectural Requirements. Balconies are required along all street facades for all buildings. The ground floor along the front façade shall have doorways, arcades, or glazed openings with an aggregate width equal to at

least 50% of the total façade width. Though the applicant has not provided arcades or balconies, the restaurant use along the street frontage will include a covered patio with railings, giving the street frontage a harder edge than an entirely open area and a front façade that includes a glass door and usable overhead garage doors will provide openings of more than 50% when open.

Furthermore, arcades are encouraged by staff as a continuation of the line of arcades along the street frontage on the west side of Colorado Street between Confusion Corner and Frazier Creek. This was indicated by a study that shows the possible redevelopment of this section of Colorado should include walkable streets. Although the applicant has not provided an arcade, the Frazier Creek bridge does provide an impediment in providing a full usable arcade where the building is proposed.

A more detailed analysis of the waivers to the urban code begins on page 7 of the staff report. Staff is in support of the waivers, with a minor recommendation to enhance the landscape buffer and pedestrian entrance into the site with flower boxes, arbors, trellis, flowering vines, and other landscaping materials to enhance this area as much as possible.

Funding Source:
N/A

Recommended Action:
Motion to recommend approval of Resolution No. 55-2020.

ATTACHMENTS:

	Description	Upload Date	Type
	Staff Report	4/24/2020	Staff Report
	R55-2020 Shoppes on Colorado MCCU	4/24/2020	DRAFT RESOLUTION
	Site Plan	4/24/2020	Exhibit
	Landscape Plan	4/24/2020	Exhibit
	Elevations and Floor Plan	4/24/2020	Exhibit
	Survey	4/24/2020	Exhibit
	Traffic Analysis	4/24/2020	Attachment

CITY OF STUART, FLORIDA
COMMUNITY REDEVELOPMENT BOARD
STAFF REPORT

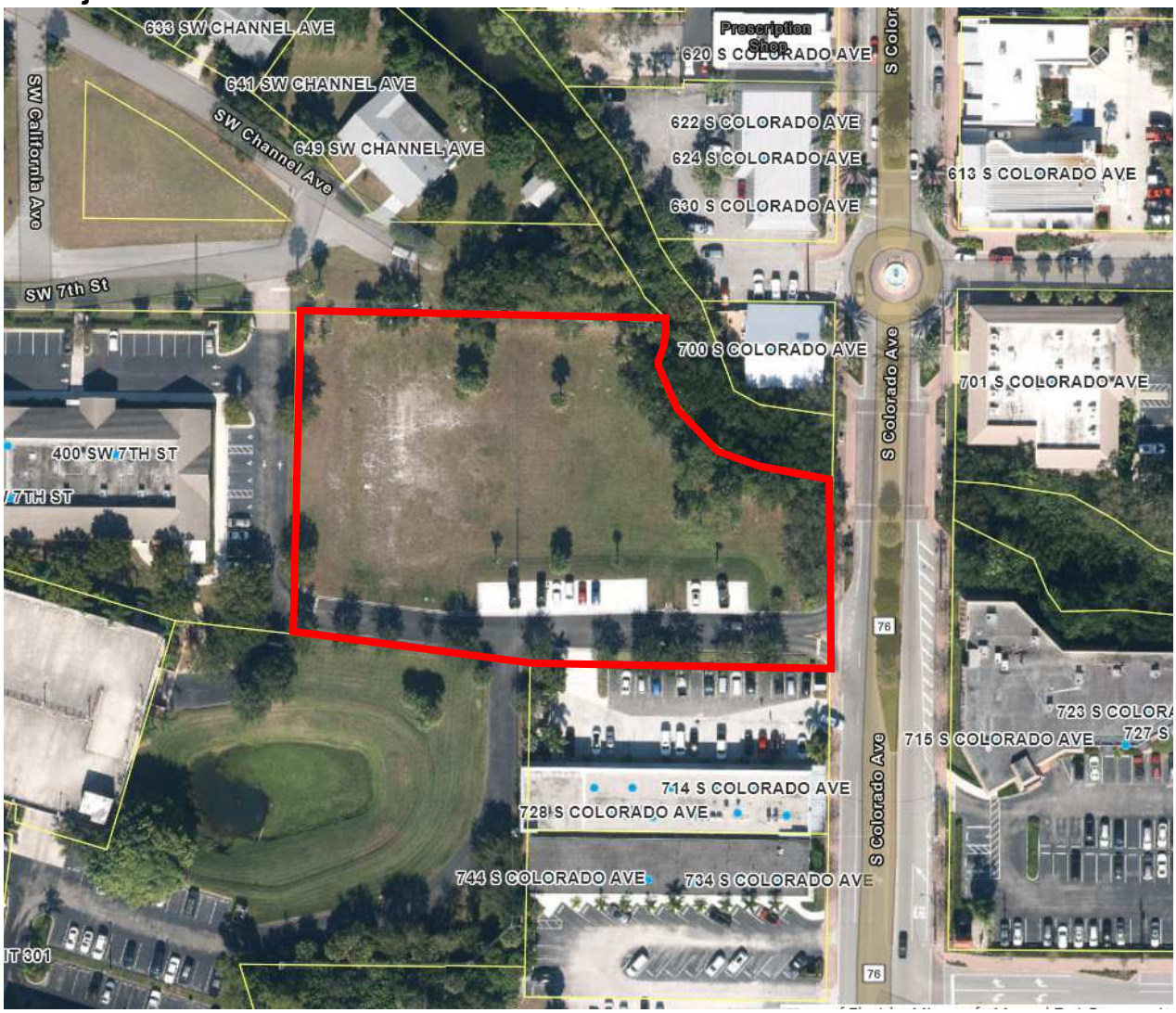
MEETING DATE: April 24, 2020 **PREPARED BY:** Stephen Mayer

PROJECT NAME: Shoppes on Colorado Annex

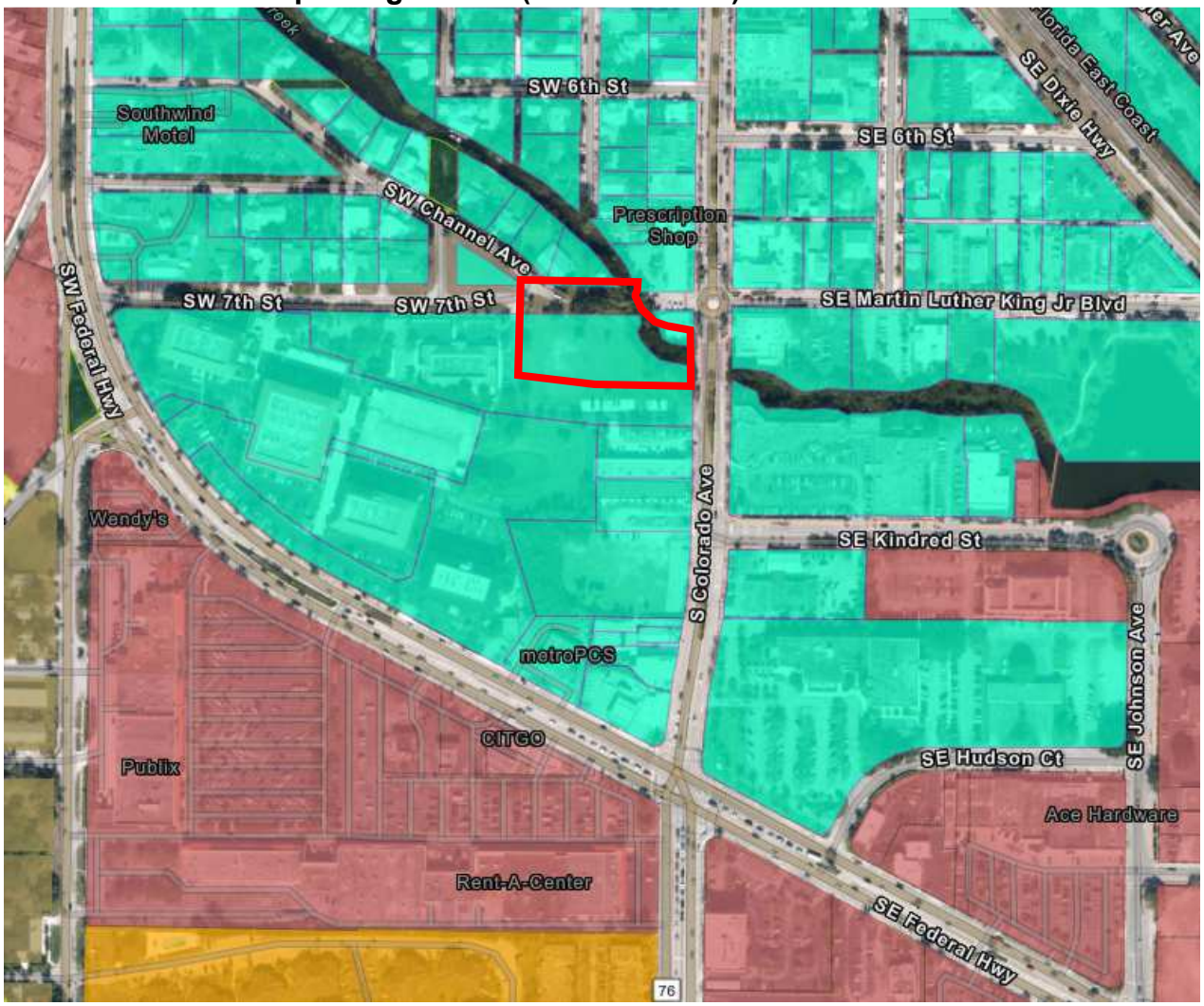
PCN #: 05-38-41-03-200-000-0200000.0

TITLE OF ITEM:
Request to consider a Major Urban Code Conditional Use approval to allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant.

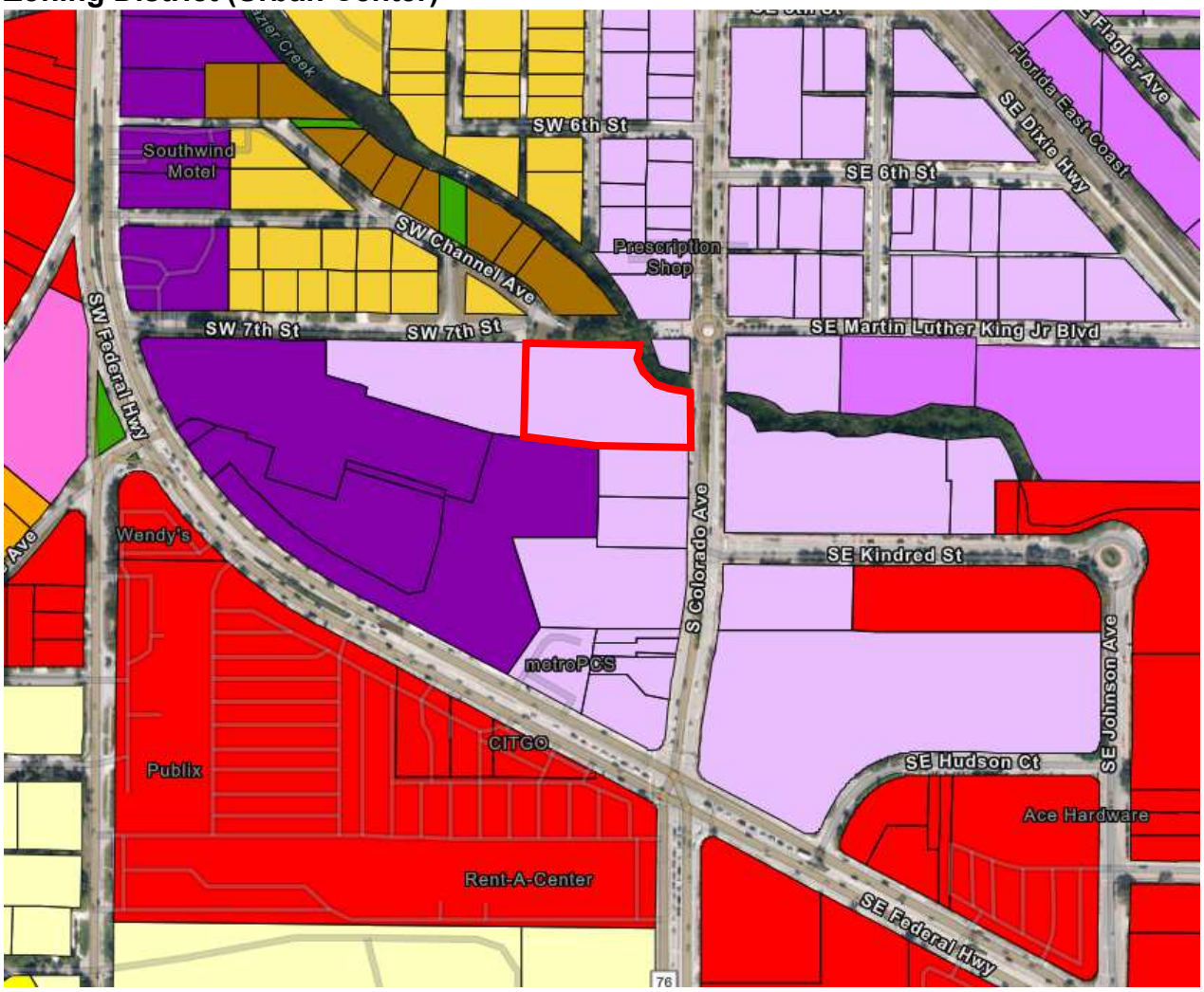
Project Location



Future Land Use Map Designations (Urban District)



Zoning District (Urban Center)



I. APPLICATION SUMMARY

The applicant, Ted Glasrud Associates FL, LLC, is requesting a major urban code conditional use approval in accordance with Section 3.01.06 of the City of Stuart Land Development Code. The applicant is the owner of the property, located at between Frasier Creek and the existing Shoppes on Colorado, on S Colorado Ave, and if granted, the conditional use would allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant.

The property is currently vacant but currently has stormwater features that serve the surrounding area. The stormwater features and related utility easements have been planned for in the development of the property.

The applicant is required to request a Major Urban Code Conditional use due to the following deviations from the Urban Code:

A. Principal Building Location: The front façade shall be constructed parallel to the street along the front property line with a required build-to line of zero feet. The proposed site plan has the build-to line of 11.1 feet.

B. Façade Width. The front street façade width of the principal building shall not be less than 80% of the lot width. The proposed site plan has a building façade width of 27 %. However, a 50-foot right of way and a force main easement prevent the use of the entire lot width. The usable frontage is closer to 58 feet and therefore is close to 70%. It is important to note that most of that unused width space is being utilized as a 10-foot shoreline protection zone.

C. Parking Location. All parking shall be located behind the rear façade of the principal building or screened from public right-of-way by a street wall, other screening approved by the city development director, or landscape buffer. The applicant is proposing to screen the parking along the side of the building with landscaping.

D. Height. The minimum building height is shall be two stories or 26 feet. The proposed building is single storied, with the top of the parapet wall at exactly 26 feet. The top of the roof is 24.4 feet and it is designed to appear like a two storied structure.

E. Architectural Requirements. Balconies are required along all street facades for all buildings. The ground floor along the front façade shall have doorways, arcades, or glazed openings with an aggregate width equal to at least 50% of the total façade width. Though the applicant has not provided arcades or balconies, the restaurant use along the street frontage will include a covered patio with railings, giving the street frontage a harder edge than an entirely open area and a front façade that includes a glass door and usable overhead garage doors will provide openings of more than 50% when open.

Furthermore, arcades are encouraged by staff as a continuation of the line of arcades along the street frontage on the west side of Colorado Street between Confusion Corner and Frazier Creek. This was indicated by a study that shows the possible redevelopment of this section of Colorado should include walkable streets. Although the applicant has not provided an arcade, the Frazier Creek bridge does provide an impediment in providing a full usable arcade where the building is proposed.

II. HISTORY

The property is currently vacant and is located south of Frazier Creek on S. Colorado Avenue.

III. ZONING AND LAND USE

Site Location	Address not assigned S Colorado Ave between Frasier Creek and the existing Shoppes on Colorado at 716 S Colorado
Parcel Size (area)	1.64 Acres
Subject Property Land Use	Downtown Redevelopment

Adjacent FLU (Future Land Use)	*North*	SW 7th Street/Downtown Redevelopment
	South	Downtown Redevelopment
	East	S Colorado/Downtown Redevelopment
	West	Downtown Redevelopment
Subject Property Overlay Zoning	Urban Center	
	North	SW 7th Street/ Urban Waterfront
	South	Urban Center
	East	S Colorado/ Urban Center
	West	Urban Center
Proposed Use	Office/Retail and Restaurant	
Present Use	Vacant	
ROADWAY AND UTILITIES		
Street Functional Classifications	Collector	
Utilities	Existing	

IV. EXISITING CONDITIONS:

V. PUBLIC NOTIFICATION:

The legal notification requirements have been met for this request of a **Major Urban Code Conditional Use** approval. In accordance with the requirements set forth in Section 11 of the City of Stuart's Land Development Code. Documentation of the public notice is part of the record as well as on file within the City Development Department.

II. STANDARDS FOR URBAN CODE CONDITIONAL USE REVIEW: LAND DEVELOPMENT CODE – SECTION 6.00.04 and SECTION 3.01.06

NOTE THAT THE REQUEST IS FOR AN ALLOCATION OF RESIDENTIAL DENSITY ONLY, AS SUCH THE PROPOSAL IS CONSIDERERED TO BE A NON-SUBSTANTIAL RENOVATION.

The city commission may grant a major Urban Code conditional use and the city community redevelopment board may grant a minor Urban Code conditional use. The review of major and minor Urban Code conditional use applications shall follow the procedures set forth in section 11.01.10 relating to major conditional use approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, burden of proof, revocation and expiration. Approval of an Urban Code conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code, the CRA redevelopment plan, the city comprehensive plan and will measurably improve the form, function and traditional neighborhood characteristics of the Urban Code District. The procedure for a major Urban Code conditional use shall follow the procedures set forth at section 11.01.10 with respect to submittal information and required notice for a major conditional use approval. The procedure for a minor Urban Code conditional use shall follow the procedures set forth in section 11.01.10 with respect to submittal information and required notice for a major conditional use approval; however, mailed notice shall only be required to be provided to property owners which are directly abutting the subject property, and a minor Urban Code conditional use shall be granted by the city community redevelopment board.

1. Minor Urban Code conditional use. A minor Urban Code conditional use shall be required for relief from the following regulations of the Urban Code; public art, and architectural materials.

2. Major Urban Code conditional use. A major Urban Code conditional use shall be required for relief from the following regulations of the Urban Code; density, permitted uses**, setbacks, location of parking, location of buildings and structures, conflicts with utilities**, curb cuts, historic buildings, pitched roofs in the Old Downtown District, **number of stories**, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and **architectural requirements**. (bolded words added for emphasis)

a. Review. Upon submittal of an application for a major Urban Code conditional use the city development department shall review all applicable portions of this code and the comprehensive plan and shall make a recommendation to the community redevelopment board followed by a recommendation to the city commission. Prior to its consideration by the city commission, the city community redevelopment board shall review the application and make an advisory recommendation thereon to the city commission. A major Urban Code conditional use may be granted by the city commission upon a determination that the design objectives set forth in this section and site qualitative design development standards set forth in section 6.00.04 have been substantially satisfied. Unless a longer timetable is granted by the community redevelopment board and city commission, a building permit shall be obtained no later than 12 months from the approval date of a major Urban Code

conditional use. A certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.

b. Design objectives. The design objectives established in this section are intended to promote superior site and building design and shall be applied by the city in the review of a development plan. In order to achieve substantial conformance with the design objectives the city commission may impose development conditions and operational requirements in order to satisfy the design objectives. A major Urban Code conditional use may be granted only when an applicant presents clear and convincing evidence that the proposed development will result in a superior product that is compatible with the surrounding neighborhood and achieves substantial conformance with the design objectives outlined in this section.

1. ***Building height.*** The proposed building height is proportional to the adjacent uses and is at least 26 feet when measured to the maximum height of the parapet wall. Therefore, staff is in support of deviating from a requirement that the minimum building height shall be two (2) stories, as the adjacent use to the west is single story, the applicant has designed the building to appear as a two story building, and the height of 26', although it is not usable space, is technically achieved.

STAFF RECOMMENDS APPROVAL OF THE DEVIATION FROM CODE – SINGLE STORY BUILDING SHOULD BE ALLOWED IN THIS LOCATION.

2. Setbacks. The front build-to line is zero feet in the Urban Center, which is to promote an urban street frontage and maximum building envelopes. However, the applicant does have site constraints that make achieving that goal difficult. The Frazier Creek bridge cuts back from a higher elevation and has a significant and required railing. This railing would prevent a reasonable connection of a ground floor building front to the sidewalk. Therefore, it is reasonable to allow a moderate setback from the sidewalk to create a usable space for the restaurant use. This setback is 11.1 feet and is the minimum amount of waiver that is reasonable to request. The urban street frontage should still be achievable under this circumstance.

STAFF RECOMMENDS APPROVAL OF THE DEVIATION FROM CODE – AN 11-FOOT FRONT SETBACK SHOULD BE ALLOWED IN THIS LOCATION DUE TO SITE CONSTRAINTS.

3. Commercial uses. The proposed development includes a mix of commercial uses and is encouraged.

NO REQUEST TO DEVIATE FROM CODE

4. Architectural treatments. Architectural treatments on the principal building facade are continued around all sides of the building that are visible from the public realm. The applicant has provided a quality development that achieved most of the requirements of code. However, the applicant requires deviation from the requirement of balconies, which correspond with the requirement of a two-story building, and the provision of an arcade, which corresponds with the provision of a zero-lot line street façade. Because both

corresponding requirements are also not reasonably provided, the requirements of balconies and a full arcade should also be waived.

STAFF RECOMMENDS APPROVAL OF THE DEVIATION FROM CODE – DUE TO NOT HAVING A USABLE SECOND STORY OR STREET FRONTAGE ALONG THE SIDEWALK, THE ARCHITECTURAL REQUIREMENTS FOR A BALCONY AND ARCADE SHOULD BE WAIVED AS WELL.

5. Curb Cuts. The existing curb cut can remain.

NO REQUEST TO DEVIATE FROM CODE

6. Defined entrance. The primary building entrance is a prominent feature that is well lit and visible and directly accessible from a public street. To the extent possible, the primary building entrance should be defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. The applicant is encouraged to provide these features in the "via" created by the sidewalk entrance.

NO REQUEST TO DEVIATE FROM CODE

7. Pedestrian amenities. Pedestrian amenities in the form of an 8' sidewalk.

NO REQUEST TO DEVIATE FROM CODE

8. Patio gardens. The proposed structure incorporates a small area along the street frontage where a force main easement exists. The applicant has attempted to provide a landscape buffer area which include 2 Live Oaks and 2 Crepe Myrtles and a mixture of shrubs. Staff recommends adding flower boxes, arbors, trellis, flowering vines, and other landscaping materials to enhance this area as much as possible.

STAFF RECOMMENDS ADDITIONAL PLANTING AS A RESULT OF THE REQUESTED DEVIATION OF THE CODE TO ALLOW THE PARKING ALONG THE RIGHT OF WAY, AND IN THE SIDE LOT AND IN VIEW OF COLORADO AVENUE.

9. Varying roof lines. Roofs shall have three or more roof slope planes per primary facade, sloping roofs or have vertical roof changes with a minimum change in elevation of two feet.

NO REQUEST TO DEVIATE FROM CODE

10. Elevation plane variation. The elevation plane variation is identified as the exterior wall of a structure or building. For planes 50 feet or less, the secondary plane shall project at least two feet from the primary plane and make up at least five percent of the entire elevation. For planes larger than 50 feet, the secondary plane shall project at least two feet from the primary plane and make up at least 30 percent of the entire elevation.

NO REQUEST TO DEVIATE FROM CODE

11. Blank walls. Long, windowless, uninterrupted walls shall be avoided. Transparent windows or faux windows or shutters shall comprise at least 30 percent of street and water side exterior elevations and blank wall areas shall not exceed ten feet in vertical direction and 20 feet in horizontal direction of any facade.

NO REQUEST TO DEVIATE FROM CODE

12. Enhanced landscaping. Landscaping shall be planted over and above city code requirements with respect to size, quantity, and quality. The applicant shall abide by the tree replacement formula and disposition plan. The applicant is providing 48 canopy and 77 total trees. The required number of trees is 22.

NO REQUEST TO DEVIATE FROM CODE

14. Improvements to the surrounding neighborhood. The applicant proposes to make improvements such as; burying utility lines, replacing existing sidewalks with stamped concrete or pavers, providing pedestrian walkways constructed of stamped concrete or pavers, or other improvements.

NO REQUEST TO DEVIATE FROM CODE

15. Green Space. The applicant is providing the required 10-foot shoreline protection zone along Frazier Creek and is providing a total of 25,295 square feet of open space, or 35.4%. This is just above the minimum of 35%. The applicant is providing 19,920 square feet of landscaping, or 27.8%, which is above the minimum 20%.

NO REQUEST TO DEVIATE FROM CODE

Sec. 6.00.04. - Site design qualitative development standards.

A. Generally. The intent of these site design qualitative development standards is to establish qualitative standards to be applied by the city in the review of residential development plans, minor development plans and major development plans submitted to the city as required by this Code. The purpose of these standards is to ensure that all site plan development complies with the comprehensive plan of the city and with the Stuart land development regulations and to promote harmonious and compatible development within the city.

B. Standards.

1. Harmonious and efficient organization. All elements of a development plan shall be organized harmoniously and efficiently in relation to topography, the size and type of the subject property, the character and development of nearby property, and the type and size of buildings. Site improvements shall be arranged to have minimal effects on nearby property and in a manner that will not impede the development of nearby property for uses permitted by the Stuart Comprehensive Plan and this Code. – **NO CHANGE TO EXISTING LAYOUT – NOT PART OF THIS REQUEST**

2. Preservation of natural conditions. The landscape shall be preserved in its natural state to the maximum degree practical by minimizing tree and soil removal and by other appropriate site planning techniques. Terrain and vegetation shall not be disturbed in a manner likely to increase soil erosion in or near the site or to harm endangered or threatened plant or animal populations. **MINIMAL IMPACT ON EXISTING SITE CONDITIONS**

3. Screening and buffering. Fences, walls, or vegetative screening shall be provided where needed to protect the occupants of the site from undesirable views, lighting, noise or other adverse effects of nearby property, and to protect the occupants of nearby property from like adverse effects produced by the development of the site. - **APPLICANT TO DISCUSS**

4. Enhancement of residential privacy. The development plan shall provide reasonable visual and auditory privacy for all dwelling units located within and near the site. Fences, walls, barriers and vegetation shall be arranged to protect and enhance the appearance of the site and the privacy of the occupants. - **APPLICANT TO DISCUSS**

5. Emergency access. Buildings, walls, landscaping and other site features shall be arranged and constructed to permit access by emergency vehicles to all buildings. - **NO CHANGE TO SITE ACCESS, INTERNAL CIRCULATION HAS BEEN APPROVED BY FIRE RESCUE AND PUBLIC WORKS.**

6. Access to public and private ways. All buildings, dwelling units and other facilities designed or intended for occupancy or assembly shall have safe and convenient access to public and private ways including streets, sidewalks and parking areas, and to other areas on the site designed or intended for common use. - **NO CHANGE TO SITE ACCESS, INTERNAL CIRCULATION HAS BEEN APPROVED BY FIRE RESCUE AND PUBLIC WORKS.**

7. Pedestrian circulation. For developments which include residential units, the pedestrian circulation system shall be separated to the maximum extent possible from the vehicular circulation system. Sidewalks shall be provided if desirable for pedestrian safety and shall be constructed in accordance with city standards. – **THE APPLICANT IS PROVIDING AN 8' SIDEWALK AND CONNECTION TO EXISTING SIDEWALKS.**

8. Location and design of access drives. Access drives to the site shall be located and designed to maximize public safety and convenience and to minimize negative traffic impacts on property. Access improvements located both on and off the site shall be provided if desirable for public safety. - **NO CHANGE TO SITE ACCESS.**

9. Coordination of on-site and off-site circulation. The arrangement of on-site public and private ways including streets, sidewalks, bicycle paths and parking areas for vehicular and pedestrian circulation shall be coordinated with the existing and planned pattern of off-site public and private ways for vehicular and pedestrian circulation. – **THE PROPOSED DEVELOPMENT WILL BE FACILITED BY THE USE OF AN EXISTING DRIVEWAY, WHICH WILL PROVIDE CIRCULATION TO S COLORADO AVE.**

10. Location and design of on-site ways. On-site public and private ways including streets, sidewalks, bicycle paths and parking areas shall be located and designed to occupy no more land than is required to provide safe and convenient vehicular and pedestrian circulation. Such ways shall not unnecessarily fragment development into small areas or segments. **APPLICANT TO DISCUSS**

11. Drainage. Stormwater drainage shall be accommodated on the site or shall be removed from the site in a manner which does not adversely affect nearby property or the public storm drainage system. The necessary facilities, including grading, gutters, piping and the treatment of soil, shall be provided to accommodate stormwater retention, percolation and drainage, and to prevent erosion and the formation of silt. **– APPLICANT TO DISCUSS**

12. Exterior lighting. Exterior lighting shall not produce glare on nearby property or otherwise interfere with the quiet enjoyment of nearby property or with public safety and convenience. **– LIGHTING WILL BE REVIEWED AT BUILDING SITE PLAN**

The site plan application has been reviewed by Fire Department and Public Works reviewers and is required to meet applicable access requirements. The reviewers provided comments that will impact the final engineered drawings, but does not impact the development site plan.

VIII. STAFF RECOMMENDATION

Based upon compliance with the City of Stuart's Comprehensive Plan and the pertinent standards found within Section 3.01.06 of the City of Stuart's Urban Code, staff recommends ***APPROVAL*** of the applicant's request to consider a ***MAJOR URBAN CODE CONDITIONAL USE*** to allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant. with the conditions attached the draft Resolution 55-2020.

Staff is recommending approval of this request.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 55-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO ALLOW THE DEVIATION OF REQUIREMENTS REGARDING THE PRINCIPAL BUILDING PLACEMENT, FRONT STREET FAÇADE WIDTH, PARKING LOCATION, AND CERTAIN ARCHITECTURAL REQUIREMENTS WITHIN THE URBAN CENTER ZONING DISTRICT; APPROVING PLANS FOR DEVELOPMENT TO ALLOW THE CONSTRUCTION OF 11,929 SQUARE FEET OF OFFICE, RETAIL AND RESTAURANT WITHIN TWO BUILDINGS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of Stuart, Florida, has adopted and administers Section 3.01.06 of the Land Development Code; and

WHEREAS, the applicant, Ted Glasrud Associates FL, LLC (The "Owner") filed an application for a Major Urban Code Conditional Use Permit to allow deviations from the Urban Code, Chapter 3 of the City of Stuart's Land Development Code, to allow the construction of 11,929 square feet of commercial office, retail and restaurant at S Colorado Ave, Stuart, Florida.

WHEREAS, the City Commission held a properly noticed hearing on May 26, 2020, to consider the application for a reduction of required parking as a conditional use; and

WHEREAS, at a public hearing the applicant has shown by substantial competent evidence that the proposed use does not create any detrimental effects on adjacent properties, within three hundred (300) feet of the proposed location; and

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

SECTION 1: Subject to the conditions attached hereto, the City Commission hereby grants a Major Urban Code Conditional Use Approval to Robert Levy, as the contract purchaser of property on S Colorado Ave, Stuart, Florida, with the PCN Number of 05-38-41-03-200-000-0200000.0. This conditional use runs with the land; and

SECTION 2: A legal description of the Property is set forth in **Exhibit A** of this Resolution. A survey depicting the property and location of the property is attached hereto as **Exhibit B** and made a part hereof by reference; and

SECTION 3: The site layout, landscaping, tree mitigation, elevations and parking locations are defined on the site plan, landscape plan and elevations herein and attached hereto as **Exhibit C**; and

SECTION 4: This resolution shall take effect upon adoption; and

SECTION 5: The project shall be completed via a Certificate of Occupancy by June 1, 2022, or this Major Urban Conditional Use shall be deemed void.

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

STATE OF _____

COUNTY OF _____

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

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 RESOLUTION, 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 RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION 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 RESOLUTION, 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:

_____
Print Name:_____

_____
Print Name:_____

OWNER

By:_____
Ted Glasrud Associates FL, LLC

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

Exhibit A – Legal Description

LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 71,434.32 SQUARE FEET, 1.64 ACRES, +/−.

Exhibit B
Legal Survey

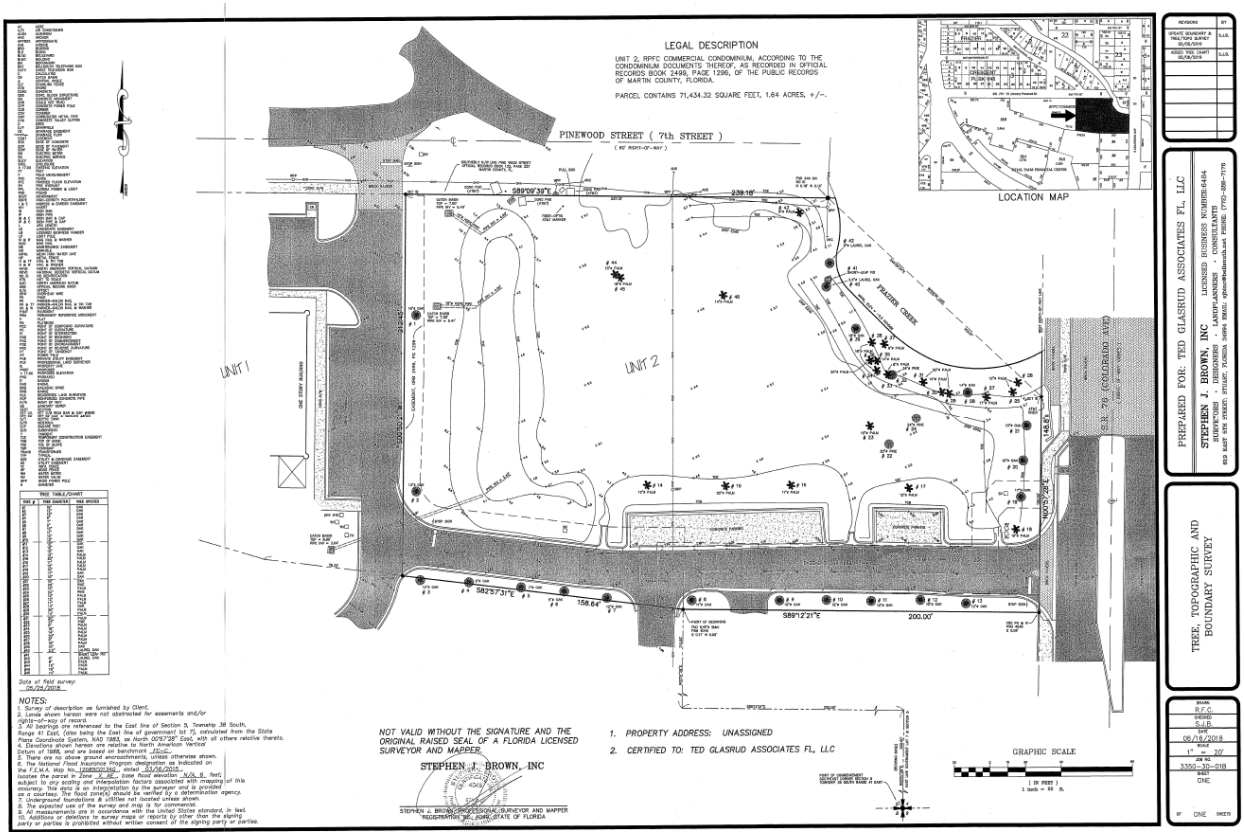
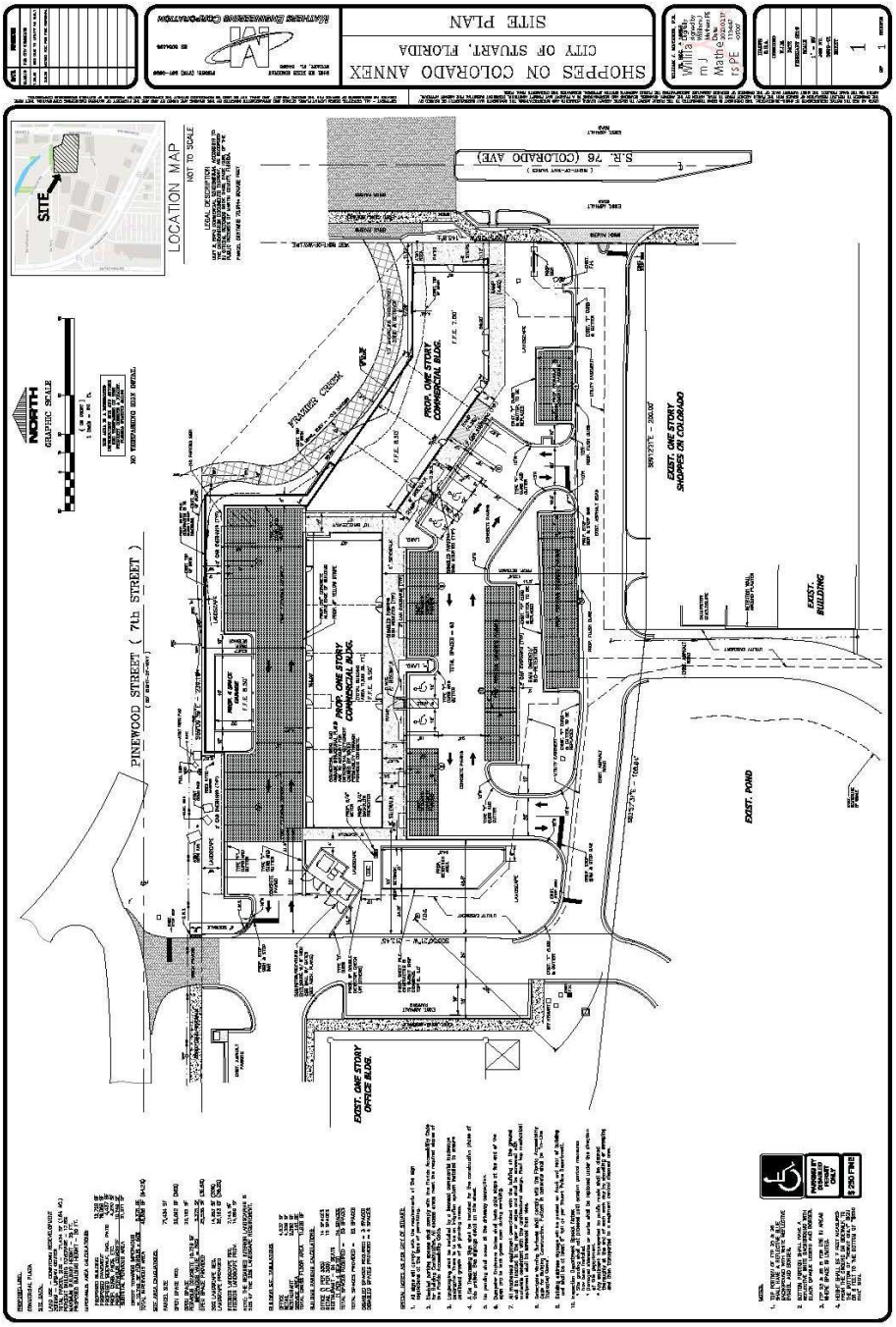
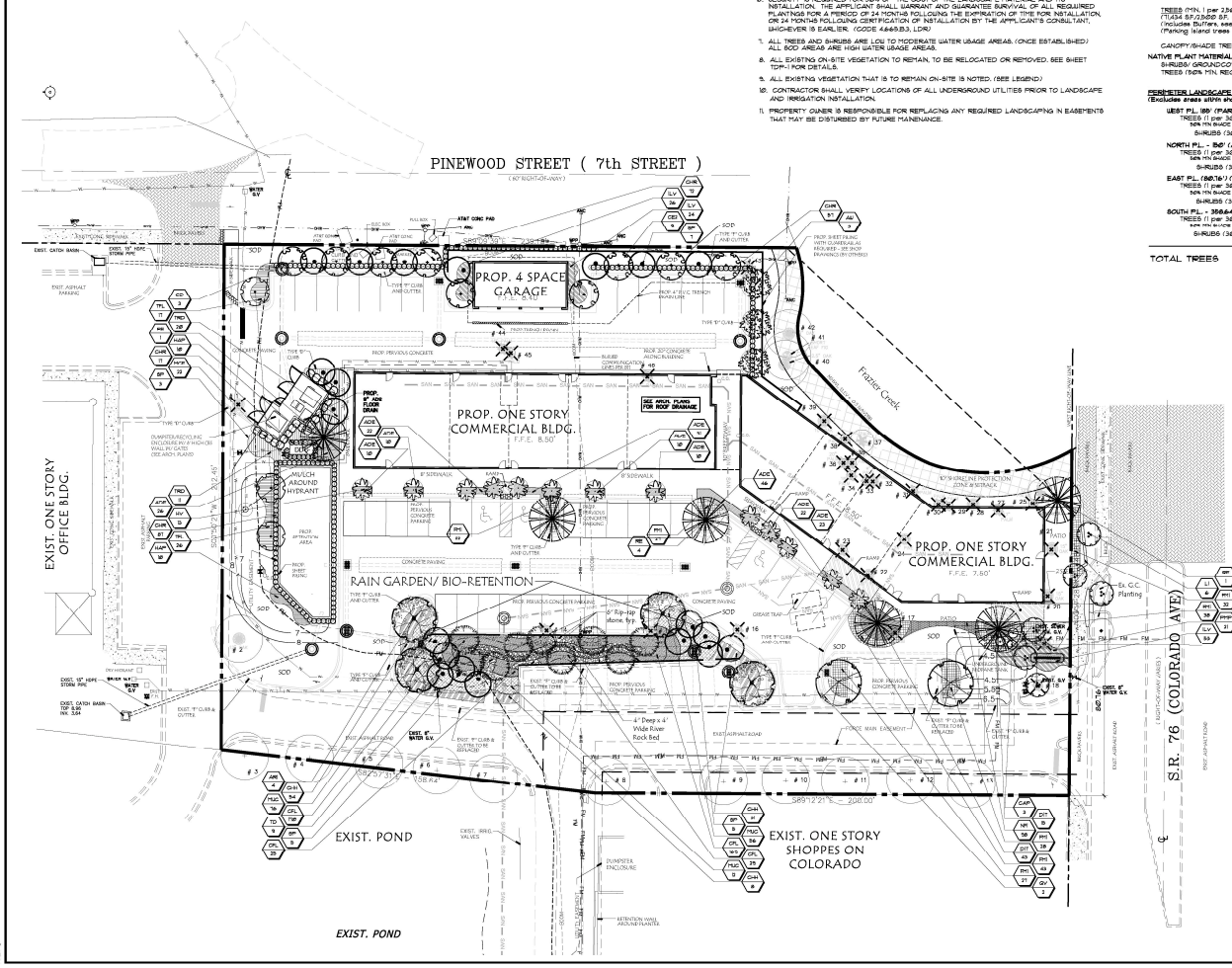


Exhibit C

Approval Documents





Notes

1. ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. (CODE 4.6.6.4, LDR)
2. USE OF CYPRESS MULCH IS PROHIBITED.
3. ALL CANOPY TREES TO BE PLANTED UNDER OVERHEAD UTILITIES EASEMENT SHALL BE CONSISTENT WITH FPL'S TREE LIST AS SUGGESTED IN THE "PLANT THE RIGHT TREE IN THE RIGHT PLACE" GUIDELINES. (SEE LP-2 FOR FPL DETAIL)
4. ALL PROPOSED TREES AND PALMS IMMEDIATELY ADJACENT TO UNDERGROUND UTILITIES SHALL HAVE ROOT PROTECTION BARRIER.
5. ALL OPEN AREA ARE TO BE LANDSCAPED IN ACCORDANCE WITH THIS PLAN.
6. SECURITY IS REQUIRED FOR 50% OF THE COST OF THE LANDSCAPE MATERIAL AND ITS INSTALLATION. THE APPLICANT SHALL WARRANT AND GUARANTEE SURVIVAL OF ALL REQUIRED PLANTINGS FOR A PERIOD OF 24 MONTHS FOLLOWING THE EXPIRATION OF TIME FOR INSTALLATION, OR 24 MONTHS FOLLOWING CERTIFICATION OF INSTALLATION BY THE APPLICANT'S CONSULTANT, WHICHEVER IS EARLIER. (CODE 4.6.6.B.3, LDR)
7. ALL TREES AND SHRUBS ARE LOW TO MODERATE WATER USAGE AREAS. (ONCE ESTABLISHED) ALL SOD AREAS ARE HIGH WATER USAGE AREAS.
8. ALL EXISTING ON-SITE VEGETATION TO REMAIN, TO BE RELOCATED OR REMOVED. SEE SHEET TOP-1 FOR DETAILS.
9. ALL EXISTING VEGETATION THAT IS TO REMAIN ON-SITE IS NOTED. (SEE LEGEND)
10. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO LANDSCAPE AND IRRIGATION INSTALLATION.
11. PROPERTY OWNER IS RESPONSIBLE FOR REPLACING ANY REQUIRED LANDSCAPING IN EASEMENTS THAT MAY BE DISTURBED BY FUTURE MAINENANCE.

Landscape Data

TOTAL SITE	7.434 S.F. (1.64 ACRES)
TOTAL OPEN SPACE PROVIDED (MIN. 35%)	25,258 S.F. (38.4%)
LANDSCAPED AREA PROVIDED:	19,908 S.F. (21.8%)

MINIMUM FOR SITE	REQUIRED	PROPOSED
OVERALL LANDSCAPE AREA of Developed site (58,000 S.F.)	20% (14,281 S.F.)	21.8% (19,908 S.F.)
INTERIOR LANDSCAPE	7,143 S.F.	14,626 S.F.
TREES (MIN. 1 per 2,500 S.F.) (7,434 S.F./2,500 S.F. = 2.9) (Includes Buffers, see below) (26) (Parking Island trees included - 1 tree per 7/14)	43	77
CANOPY/SHADE TREES (Includes existing Oaks)	22 (50%)	48/77 (62%)
NATIVE PLANT MATERIAL		
SHRUBS/ GROUNDCOVER (50% MIN. REQUIRED)	(50%)	1,055/1,663 (65%)
TREES (50% MIN. REQUIRED)	22 (50%)	71/77 (92%)

PERIMETER LANDSCAPE AREA
(Excludes areas within shoreline protection zone)

WEST P.L. 189' (PARKING ADJACENT TO DRIVE ISLE)		
TREES (1 per 30' L.F. / 189/30')	6	6
50% MIN SHADE TREES (3)		3 (100%)
SHRUBS (36" O.C. MAX)	74	98
NORTH P.L. - 150' (AREA ALONG PARKING ONLY) 10' BUFFER		
TREES (1 per 30' L.F. / 150'/30')	5	10
50% MIN SHADE TREES (3)		5 (100%)
SHRUBS (36" O.C. MAX) (150'/25')	60	106
EAST P.L. (98'16') (AREA ALONG PARKING ONLY) 10' BUFFER		
TREES (1 per 30' L.F. / 98'16'/30')	3	4
50% MIN SHADE TREES (2)		3 (100%)
SHRUBS (36" O.C. MAX) (98'16'/25')	32	47
SOUTH P.L. - 358.64' (P.L. ACCROSS DRIVE ISLE) EX. BUFFER		
TREES (1 per 30' L.F. / 358.64'/30')	12	11 (existing)
50% MIN SHADE TREES (6)		11 (100%)
SHRUBS (36" O.C. MAX) (358.64'/25')	N/A	N/A
TOTAL TREES	43	76

WATER CONSERVATION POINT SCALE

DESIGN OPTIONS	LDR POINTS	PLAN POINTS
UTILIZATION OF MOISTURE-SENSING CONTROLLER (OTHER THAN RAIN/STOP)	5	5
PLAN SUBMITTED WITH LOW, MODERATE, AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN.	5	5+
25% TO 50% OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST.	5	X
51% PERCENT OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST.	10	10
25% TO 50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	5	X
51% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	10	10
25%TO 50% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	5	X
51% OR MORE OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	10	10
25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA.	5	X
50% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA.	10	X
SOD AREA LESS THAN 50% OF THE TOTAL LANDSCAPE AREA.	5	X
UTILIZATION OF COMPACTED MULCH BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER.	10	10
TOTAL POINTS FOR WATER CONSERVATION (50 pts. required)		50

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Gentile Glas Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners
Environmental Consultants

13601 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-9260 FAX
ww2GHO.com

Landscape Development Plan

Shoppes on Colorado Annex

City of Stuart, Florida

Designed:	DSI
Drawn:	DSI
Approved:	DSI/SOM/MTH
Date:	2-12-19
Job no.	18-1125
Revisions:	3-12-19
	10-28-19
	2-11-20

Seal

LC 0000177

Sheet Title:

Landscape Development Plan

Scale: 1"=20'

Sheet No.

LP-1

18-1125

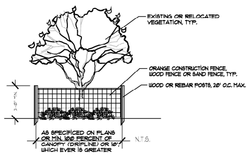
FILE: P:\S-OPPES CI COLORADO ANNEX_18-XXXX\DRAWING FILES\CLORDSITE\S-OPPES AT COLORADO ANNEX_PLP_1_REV 1.DWG
PLOTTED: 2/11/20 2:27 PM BY: DARREN
VIEW: S

Resolution #55-2020
Shoppes on Colorado Annex
Major Conditional Use Approval

Vegetation Protection Detail

PRESERVED TREES

NOT TO SCALE



FENCING OF UNDISTURBED AREAS:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA, OR TREE, WITHIN A FENCE OR SIMILAR BARRIER AS SHOWN. WOODEN (OR EQUIVALENT) POSTS STEEL REBAR OR WOOD AT LEAST 2 x 2 INCHES SHALL BE IMPLANTED IN THE GROUND DEEP ENOUGH TO BE STABLE AND WITH AT LEAST 3 FEET VISIBLE ABOVE THE GROUND. THE PROTECTIVE POSTS SHALL BE PLACED NOT MORE THAN 20 FEET APART, AND SHALL BE LINKED TOGETHER BY ORANGE NET FENCE FABRIC, OR OTHER. NO HEAVY EQUIPMENT, VEHICLES, STORAGE OF MATERIALS, ETC., SHALL OCCUR WITHIN THE VEG. PROTECTION ZONE. EXTREME CARE SHALL BE TAKEN WHEN WORKING NEAR THE BASE OF TREES. NO FINISH GRADE FILL SHALL BE PLACED WITHIN A ZONE OF 2/3 THE DIAMETER OF THE TREE CANOPY.

FLATWORK CONSTRUCTION WITHIN CANOPY & TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL.

UTILITY WORK (TRENCHING) WITHIN THE CANOPY & TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL. THE TREE BARRICADE WILL BE MODIFIED TEMPORARILY TO ALLOW ONLY THE MINIMUM WORK ZONE TRESPASS INTO THE CANOPY AREA, CONTINUING TO PROTECT THE REST OF THE CANOPY AREA WITH BARRICADE. NO FILL, EVEN TEMPORARY, SHALL BE PLACED IN ANY PROTECTED ZONE. AT THE CONCLUSION OF SAID ACTIVITY, THE WORKZONE SHALL BE CLEANED UP & TREE BARRICADES REPLACED TO THEIR ORIGINAL CONFIGURATION.

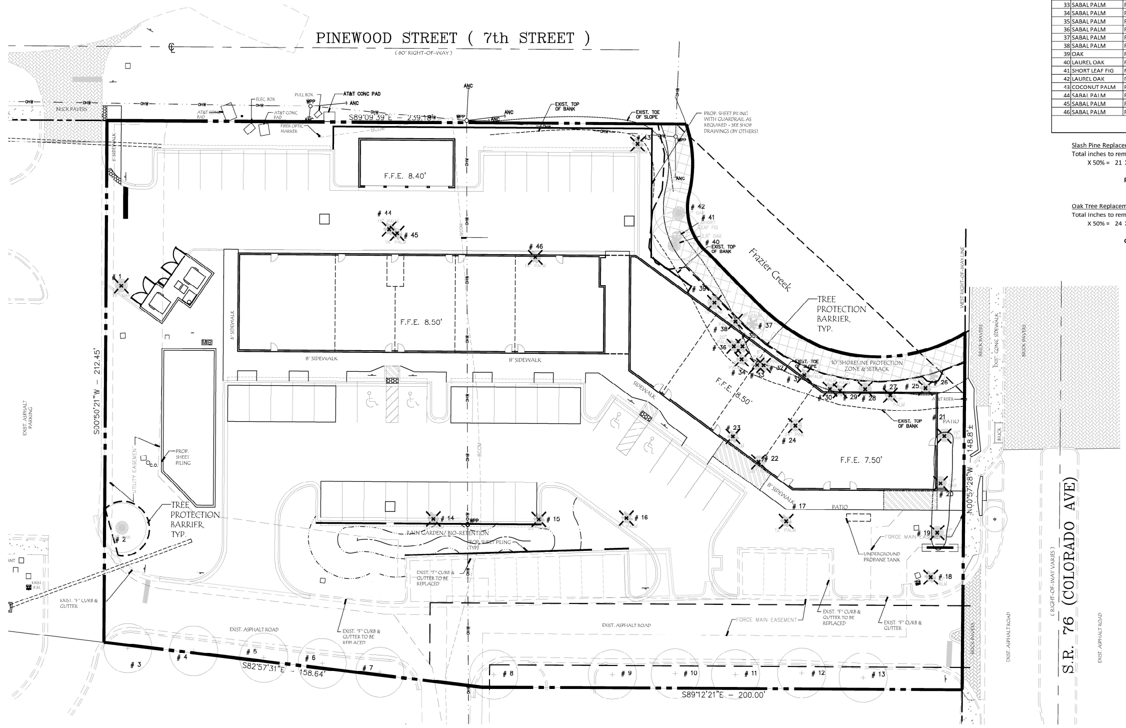
Tree Disposition Notes:

ALL EXISTING TREES TO BE PRUNNED BY A CERTIFIED ARBORIST ONE MONTH PRIOR TO C.O. TO INSURE HEALTH OF TREES AND SIGHT VISIBILITY AS REQUIRED FOR SAFE TRAVEL.

ALL EXISTING TREES TO BE KEPT IRRIGATED DURING CONSTRUCTION

ALL EXISTING TREES MUST BE DELIVERED AT THE END OF THE PROJECT IN EQUAL OR BETTER CONDITION WHICH ADDRESSES THE SHAPE AND SIZE OF THE CANOPY AND THE SIGNS OF THE QUALITY AND VIGOROUS GROWTH.

ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.



FILE: P:\SHOPPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\SHOPPES AT COLORADO ANNEX_PLP_1_REV 6.DWG
PLOTTED: 2/13/20 AT 12:19PM BY: DSIENSEN
XREFS:

Existing Tree Fate Table

Shoppes on Colorado Annex
February-19

Tag #	Species	Proposed Disposition	Size (DBH)	In Development Area	In Preserve Area	Specimen/Historic	Pine Mitigated Inches	Oak Mitigated Inches	Replacement Palms (1:1)	Notes
1	OAK	REMOVE	16	Y		S		16		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
2	OAK	REMAIN	12	Y		S				
3	OAK	REMAIN	12	Y		S				
4	OAK	REMAIN	9	Y		S				
5	OAK	REMAIN	7	Y		S				
6	OAK	REMAIN	5	Y		S				
7	OAK	REMAIN	12	Y		S				
8	OAK	REMAIN	11	Y		S				
9	OAK	REMAIN	10	Y		S				
10	OAK	REMAIN	12	Y		S				
11	OAK	REMAIN	12	Y		S				
12	OAK	REMAIN	10	Y		S				
13	OAK	REMAIN	12	Y		S				
14	SABAL PALM	REMOVE	12	Y					1	MITIGATE/REPLACE 14' C.T.
15	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
16	SABAL PALM	REMOVE	11	Y					1	MITIGATE/REPLACE 14' C.T.
17	SABAL PALM	REMOVE	12	Y					1	MITIGATE/REPLACE 14' C.T.
18	QUEEN PALM	REMOVE	10	Y						NO REQUIREMENT
19	OAK	REMOVE	17	Y		S		17		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
20	OAK	REMOVE	15	Y		S		15		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
21	OAK	REMOVE	15	Y		S		15		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
22	PINE	REMOVE	20	Y		S	20			MITIGATE/REPLACE WITH PINE TREES, MIN. 12
23	SABAL PALM	REMOVE	15	Y					1	MITIGATE/REPLACE 14' C.T.
24	PINE	REMOVE	24	Y		S	24			MITIGATE/REPLACE WITH PINE TREES, MIN. 12
25	SABAL PALM	REMOVE	12	Y					1	MITIGATE/REPLACE 14' C.T.
26	SABAL PALM	REMAIN	12	Y						
27	SABAL PALM	REMOVE	17	Y					1	MITIGATE/REPLACE 14' C.T.
28	OAK	REMOVE	14	Y		S		14		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
29	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
30	SABAL PALM	REMOVE	14	Y					1	MITIGATE/REPLACE 14' C.T.
31	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
32	PINE	REMOVE	24	Y		S	24			MITIGATE/REPLACE WITH PINE TREES, MIN. 12
33	SABAL PALM	REMOVE	8	Y					1	MITIGATE/REPLACE 14' C.T.
34	SABAL PALM	REMOVE	18	Y					1	MITIGATE/REPLACE 14' C.T.
35	SABAL PALM	REMOVE	14	Y					1	MITIGATE/REPLACE 14' C.T.
36	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
37	SABAL PALM	REMAIN	8		Y					
38	SABAL PALM	REMOVE	18	Y					1	MITIGATE/REPLACE 14' C.T.
39	OAK	REMOVE	10	Y		S		10		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
40	LAUREL OAK	REMAIN	2.5		Y					
41	SHORT LEAF FIG	REMAIN	-		Y					
42	LAUREL OAK	REMAIN	9		Y					
43	COCONUT PALM	REMOVE	8	Y						NO REPLACEMENT
44	SABAL PALM	REMOVE	15	Y					1	MITIGATE/REPLACE 14' C.T.
45	SABAL PALM	REMOVE	18	Y					1	MITIGATE/REPLACE 14' C.T.
46	SABAL PALM	REMOVE	14	Y					1	MITIGATE/REPLACE 14' C.T.
						TOTAL REPLACEMENTS:	68"	87"	18 palms	PER CITY FORMULA = 41 PINES AND 48 OAKS TO REPLANT OR MITIGATE (SEE BELOW)

Slash Pine Replacement Formula: 68 "
Total inches to remove X 1.5, divided by 2.5" = 41 total trees to replant. OR
X 50% = 21 X 175% of Plant Finder cost(*$125* X 175% = $219) = $4,599 (total to pay into City fund)

Pine Replacement = **41** trees (2.5") **OR** 50% of trees (**21** trees) and **$4,599**
(based on a $125 Plant Finder replacement - 12')

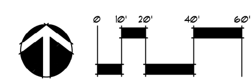
Oak Tree Replacement Formula: 87 "
Total inches to remove X 2.5, divided by 4.5" = 48 total trees to replant. OR
X 50% = 24 X 175% of Plant Finder cost(*$800* X 175% = $1,400) = $33,600 (total to pay into City fund)

Oak Replacement = **48** trees (4.5") **OR** 50% of trees (**24** trees) and **$33,600**
(based on a $1,400 Plant Finder replacement - 4.5")

✳ THE APPLICANT TO PLANT 50% OF THE REQUIRED MITIGATION TREES OFF SITE AS PERMITTED BY SECTION 5.05.02

Existing Tree Legend

- # 44 — EXISTING TREE NUMBER
- 16" PALM — EXISTING TREE SIZE AND SPECIES
- EXISTING TREE SYMBOL
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- TREE PROTECTION BARRIER



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Tree Disposition & Mitigation Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DSS
Drawn: DSS
Approved: GGG/EOM/MTH
Date: 2-12-19
Job no. 18-1103
Revisions: 9-12-19
10-28-19
2-12-20 Base Update

Seal

LC 0000177

Sheet Title:
Landscape Development Plan

Scale: 1"=20'

Sheet No.
TDP-1

18-1103

Resolution #55-2020
Shoppes on Colorado Annex
Major Conditional Use Approval

Plant List

TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	SPACING	D.T.	NATIVE	REMARKS
AR1	4	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME MAPLE	12'	3-4'	2.5"	A.S.	V	Y	
CD	3	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	12'	4'		A.S.	M	Y	
CE2	9	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	12'	3-4'	2"	A.S.	V	Y	Standard
LI	6	LAGERSTROEMIA INDICA 'MUSKOGEE'	CREPE MYRTLE	12'	3-4'	2"	A.S.	V	N	Standard
QV	2	QUERCUS VIRGINIANA	LIVE OAK	12'	3-4'	2.5"	A.S.	V	Y	
TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	12'	3-4'	2.5"	A.S.	V	Y	

PALMS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT		CALIPER	SPACING	D.T.	NATIVE	REMARKS
AW	3	ACOELORRHAPHE WRIGHTII	EVERGLADES PALM	14-16'	O.A.	MULTI	A.S.	V	Y	
HV	13	HYOPHORBE VERSCHAFFELTII	SPINDLE PALM	4'	G.W.	SINGLE	A.S.	V	N	
RE	6	ROYSTONEA ELATA	ROYAL PALM	8'	G.W.	SINGLE	A.S.	V	Y	
SP	20	SABAL PALMETTO	CABBAGE PALMETTO	8'	C.T.		A.S.	V	Y	HURRICANE CUT HEADS, SLICK, STAGGER HEIGHTS

SHRUBS

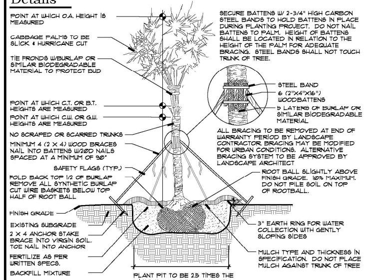
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE	REMARKS
CAP	3	CALYPTRANTHES PALLENS	SPICEWOOD	6'	3'		A.S.	V	Y	FULL TO BASE
CHH	93	CHRYSOBALANUS ICACO 'HORIZONTAL'	HORIZONTAL COCOPLUM	24"	24"		2.5' O.C.	V	Y	
CHR	233	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	24"	18"		2' O.C.	V	Y	
DIT	58	DIANELLA TASMANICA	BLUEBERRY FLAX LILY	18 IN.	18"		2' O.C.	V	N	
FMI	217	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	24"	24"		2' O.C.	V	N	
HAP	20	HAMELIA PATENS	FIREBUSH	24"	18"		2.5' O.C.	V	Y	
ILV	103	ILEX VOMITORIA 'STOKES DWARF'	STOKES DWARF	18"	18"		2' O.C.	V	Y	
MUC	144	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	24"	24"		2.5' O.C.	V	Y	
MCE	22	MYRICA CERIFERA	WAX MYRTLE	48"	3'		3' O.C.	V	Y	
PMP	21	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWARF JAPANESE YEW	24"	18"		1.5' O.C.	M	N	FULL TO BASE
TRD	31	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	36"	24"		3' O.C.	V	Y	
TFL	43	TRIPSACUM FLORIDANA	FLORIDA GAMMA GRASS	18"	18"		2.5' O.C.	V	Y	

GROUNDCOVER

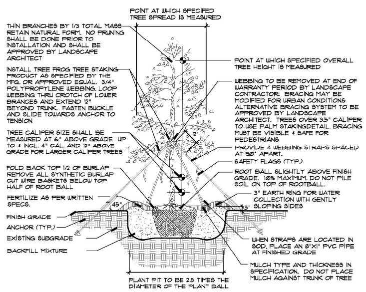
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE	REMARKS
ADE	210	ASPARAGUS DENSIFLORUS 'MEYERSII'	FOXTAIL FERN	18"	18"	#1 FULL POT	1.5' O.C.	V	N	
CFL	393	CANNA FLACCIDA	YELLOW CANNA	18"	12"	#3	1.5' O.C.	M	Y	
NFI	98	NEOREGELIA 'FIREBALL'	FIREBALL BROMELIAD	6"	6"	#1	1' O.C.	V	N	

ABBREVIATIONS:
D.T.: DROUGHT TOLERANCE, V= VERY, M= MODERATE, L= LOW
NATIVE: Y= YES, N= NO
G.W.=GREY WOOD, C.T.= CLEAR TRUNK, O.A.=OVERALL, A.S.= AS SPECIFIED, O.C.=ON CENTER

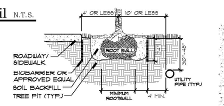
Details



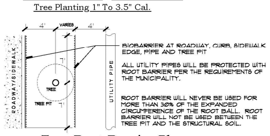
Palm Planting Detail N.T.S.
Tree Planting Over 3.5" Cal.



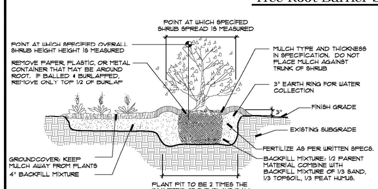
Tree Planting Detail N.T.S.
Tree Planting 1" To 3.5" Cal.



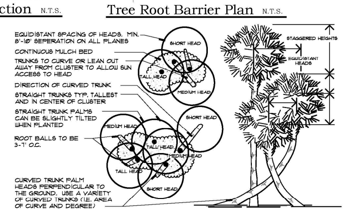
Tree Root Barrier Section N.T.S.



Tree Root Barrier Plan N.T.S.



Shrub & Ground Cover Planting Detail N.T.S.



Typical Cabbage Palm Layout N.T.S.

Specifications - Exterior Plants

1.4: QUALITY ASSURANCE:

SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDCAPE CONTACTOR PRIOR TO APPLICATION OF ANY SOIL AMENDMENTS, FERTILIZERS AND BACKFILL MIXTURES. THE LANDSCAPE CONTACTOR SHALL USE A QUALIFIED SOIL TESTING LABORATORY

THE RESULT OF THE SOIL TESTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO THE APPILCATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDENTS MAY BE MADE UPON CONSULTAION WITH THE OWNER AND THE LANDSCAPE ARCHITECT.

1.5: DELIVERY, STORAGE AND HANDLING:

PRUNING OF TREES SHALL BE DONE ON SITE AFTER PLANTING FOR DAMAGED LIMBS OR AS DIRECTED TO IMPROVE OVERALL PLANT APPEARANCE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. PRUNING METHODS SHALL FOLLOW STANDARD HORTICULTURAL PRACTICES USING APPROPRIATE TOOLS. LOPPING, SHEARING OR TOPPING OF PLANT MATERIAL WILL BE GROUNDS FOR REJECTION. DAMAGED, SCARRED, FRAYED, SPLIT OR SKINNED BRANCHES, LIMBS OR ROOTS TO BE PRUNED BACK TO LIVE WOOD. THE CENTRAL LEADER OR BUD SHALL BE LEFT INTACT UNLESS SEVERELY DAMAGED.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE, THIN OUT STRUCTURE AND REMOVE NOT MORE THAN 15% OF BRANCHES.

1.6: WARRANTY:

WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEATH AND UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS AND UNUSUAL PHENOMENA BEYOND CONTRACTOR'S CONTROL. REPLACEMENTS SHALL BE MADE WITH COMPATIBLE SIZE AND QUALITY OF MATERIAL AT A TIME REQUESTED OR ACCEPTABLE BY THE OWNER OR LANDSCAPE ARCHITECT. PLANT MATERIAL REJECTED DURING THE COURSE OF CONSTRUCTION SHALL BE REMOVED WITHIN FIVE (5) WORKING DAYS AND REPLACED BEFORE THE FINAL INSPECTION FOR COMPLETION WILL BE SCHEDULED. WARRANTY ON REPLACEMENT PLANTS SHALL BE 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE REPLACEMENTS. ANY DAMAGE TOLANDSCAPE, SODDED OR SEEDED AREAS DURING REPLACEMENT OF PLANT MATERIAL SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR.

1.7: MAINTENANCE SERVICE:

MAINTENANCE AND GENERAL CLEAN UP SHALL BE PERFORMED DAILY. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, REMOVAL OF LITTER, MOWING, PRUNING, RESETTING SETTLED PLANTS, REMOVING, REPAIRING OR REPLACING STAKES AND GUYS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND HEALTHY PLANT MATERIAL. MAINTENANCE SHALL BEGIN AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR NINETY (90) DAYS FROM THE DATE OF FINAL ACCEPTANCE.

1.8: QUANTITIES, LOCATION AND SUBSTITUTIONS:

THE QUANTITIES OF PLANT MATERIALS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THE PLANT QUANTITIES ON THE PLANT LIST. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBER AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.

2.1: PLANT MATERIAL:
2.2:
2.3:

PROVIDE SIZES AND SPECIFICATIONS OF PLANTS AS SHOWN ON PLANS OR LISTED ON PLANT LIST. ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN Z 60.1 - 1990 AND AS REVISED.

SPECIMEN PLANTS SHALL BE FLORIDA FANCY OR BETTER AND SHALL CONFORM TO THE LITERATURE STANDARDS LISTED ABOVE.

2.4: TOP SOIL:

TOPSOIL SHALL BE FRIABLE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH (SUCH AS BERMUDA, TORPEDO OR NUT GRASS). IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 7.0 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. IF TOPSOIL IS NOT AVAILABLE ON SITE, IT SHALL BE IMPORTED FROM LOCAL SOURCES WITH SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".

2.5: INORGANIC SOIL AMENDMENTS:

SAND SHALL BE CLEAN, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.

MYCORRHIZAL AMENDMENT SHALL BE DIEHARD™ TRANSPLANT AS MANUFACTURED BY HORTICULTURAL ALLIANCE OR EQUAL TO WITH THE FOLLOWING INGREDIENTS:

ENDOMYCORRHIZAL FUNGI
ECTOMYCORRHIZAL FUNGI
BENEFICIAL BACTERIA
HUMIC ACID
SOLUBLE SEA KELP
AMINO ACIDS
HORTA-SORB WATER MANAGEMENT GEL
TRICHODERMA
YUCCA PLANT EXTRACTS
VITAMIN B COMPLEX

2.6: ORGANIC SOIL AMENDMENTS:

PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCK MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCK SHALL NOT BE OVERLY SATURATED WITH WATER.

2.7: FERTILIZATION:

PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVER IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.

FERTILIZE TREES, SHRUBS AND GROUND COVERS WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY MILORGANITE" FERTILIZER AT THE FOLLOWING RATE:
5.00 LBS. OR 14.5 CUPS / PALMS
3.00 LBS. OR 8.70 CUPS / 12-16' MATERIAL
2.00 LBS. OR 5.80 CUPS / 8-12- MATERIAL
0.69 LBS OR 2.00 CUPS / 6-8' MATERIAL
0.19 LBS OR 1/2 CUP / 3 GAL. MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL

2.8: MULCHES:

MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN.
PINE STRAW MULCH SHALL BE APPLIED ONLY TO THOSE AREAS AS INDICATED ON THE PLAN. APPLY 6" FLUFFED, 2-3" THICK AFTER COMPACTION.

2.10: PLANTING SOIL MIX:

BACKFILL MIXTURE: 1/2 PARENT SOIL, 1/2 MIXTURE (1/3 SAND, 1/3 TOPSOIL, 1/3 PEAT HUMUS).

3.1: PLANTING BED ESTABLISHMENT:

PREPARATION: PRIOR TO THE INSTALLATION OF PLANTS, THE SITE SHALL BE FREE OF WEEDS, GRASS, SOD, DEBRIS, ROCKS OR OTHER MATERIAL MAKING THE SITE UNPLANTABLE. FOR FINAL ACCEPTANCE ALL PLANTED AREAS SHALL BE WEED FREE.

FINISH GRADING: THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL, IF NECESSARY, WITH THE GENERAL CONTRACTOR, TO INSURE THE SITE IS AT FINISH GRADE PRIOR TO INSTALLING PLANTS.

3.2: PLANTING TREES:

LAYOUT PLANTS ACCORDING TO LANDSCAPE PLANS. IF A CONFLICT ARISES AS TO THE LOCATION, SPACING OR OTHER CONFLICT, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.

EXCAVATE PIT TO TWO AND ONE-HALF (2 1/2) TIMES THE DIAMETER OF TREE BALL AND NOT LESS THAN 6" DEEPER. COMPACT A LAYER OF BACKFILL MIXTURE IN PIT TO LOCATE COLLAR OF PLANT PROPERLY IN A SLIGHTLY DISHED FINISH GRADE. BACKFILL AROUND BALL WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS, WATERING THOROUGHLY AS LAYERS ARE PLACED. BUILD 3" HIGH BERM OF SOIL BEYOND EDGE OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

GUY AND STAKE TREES, LESS THAN 3.5" IN CALIPER, IN FOUR DIRECTIONS WITH "ARBORBRACE" NYLON TREE GUYING KIT WITH HARDENED NYLON ANCHOR AND 3/4" 800 LB. POLYPROP UV WEBBING, MODEL (ATG-R) OR APPROVED EQUAL. STAKE TREES IMMEDIATELY AFTER PLANTING. FOR MULTI-TRUNK PLANT MATERIAL, ATTACH GUYS TO FOUR (4) LARGEST LIMBS, CARE MUST BE TAKEN NOT TO MAKE GUYS TOO TIGHT. FOR TREES 3.5" IN CALIPER AND OVER, TREES MUST BE STAKED WITH WOOD 2X4 METHOD. FOLLOW PALM STAKING DETAIL FOR REQUIREMENTS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ELIMINATE GUYING OR STAKING. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE GUYING OR STAKING. THE LANDSCAPE CONTRACTOR SHALL REMOVE BRACING IN ONE YEAR.

3.2: PLANTING SHRUBS:

EXCAVATE PITS OR TRENCH TWO (2) TIMES DIAMETER OF BALLS OR CONTAINERS, AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF BACKFILL MIXTURE IN BOTTOM BEFORE PLACING PLANTS. CONTAINER GROWN MATERIALS SHALL BE PLANTED WITH 48 HOURS AFTER DELIVERY TO SITE. PLACE PLANT IN PIT AND BACKFILL AROUND PLANTS WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AS LAYERS ARE PLACED. FORM A 3" HIGH BERM OF SOIL BEYOND THE EDGES OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

3.4: PLANTING GROUNDCOVERS:

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, AND SPREAD BACKFILL MIXTURE.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST, LIFTING PLANT FOLIAGE ABOVE MULCH. MULCH SHALL BE SPREAD BEFORE PLANTING PLANTS IN POTS LESS THAN 1 GALLON SIZE (4", LINERS, ETC.).

Specifications - Lawns and Grasses

2.1: PRODUCTS:

SOD SHALL MEET AMERICAN SOD PRODUCES ASSOCIATION STANDARDS FOR NURSERY GROWN SOD FOR THICKNESS OF CUT, PAD SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THATCH. SOD SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND SHOOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNITTED TO SUSTAIN GROWTH. SOD SHALL BE MOWED FOR FINAL ACCEPTANCE.

2.3: FERTILIZER:

FERTILIZE TURF AREAS WITH TYPE 1 FERTILIZER, COMPLYING WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-8-8. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICAL SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.

3.1: LAWN PREPARATION:

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

3.2: SODDING:

SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR TAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

Landscape Certificatoin

LANDSCAPE CERTIFICATION: THE LANDSCAPE ARCHITECT SHALL PROVIDE FINAL CERTIFICATION TO THE OWNER AND MUNICIPALITY THAT PLANTS ARE INSTALLED PER THE DESIGN PLAN, DETAILS AND SPECIFICATIONS. ANY CHANGES TO THE PLAN WILL NEED TO HAVE THE LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION. CONFORMITY TO FLORIDA GRADE #1 IN THE ROOT BALL REQUIRES THE LANDSCAPE ARCHITECT TO INSPECT TREES PRIOR TO INSTALLATION AT THE SITE. IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR/LANDSCAPE CONTRACTOR FOR ORGANIZING INSPECTIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.

General Notes:

SOD TO BE ST. AUGUSTINE UNLESS OTHERWISE NOTED ON PLANS

ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR

ALL CONSTRUCTION DEBRIS & HARDPAN TO BE REMOVED FROM PLANTING BEDS TO A DEPTH OF 30"

UTILITES:

ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT 811TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE.

Know what's **below.**
Call before you dig.

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Landscape Architects
Planners
Environmental Consultants

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Landscape Specifications Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DSS
Drawn: DSS
Approved: GGG/EOM/MTH
Date: 2-12-19
Job no. 18-1103
Revisions: 9-12-19
10-28-19
2-11-20

Seal

LC 0000177

Sheet Title: Landscape Specifications Plan

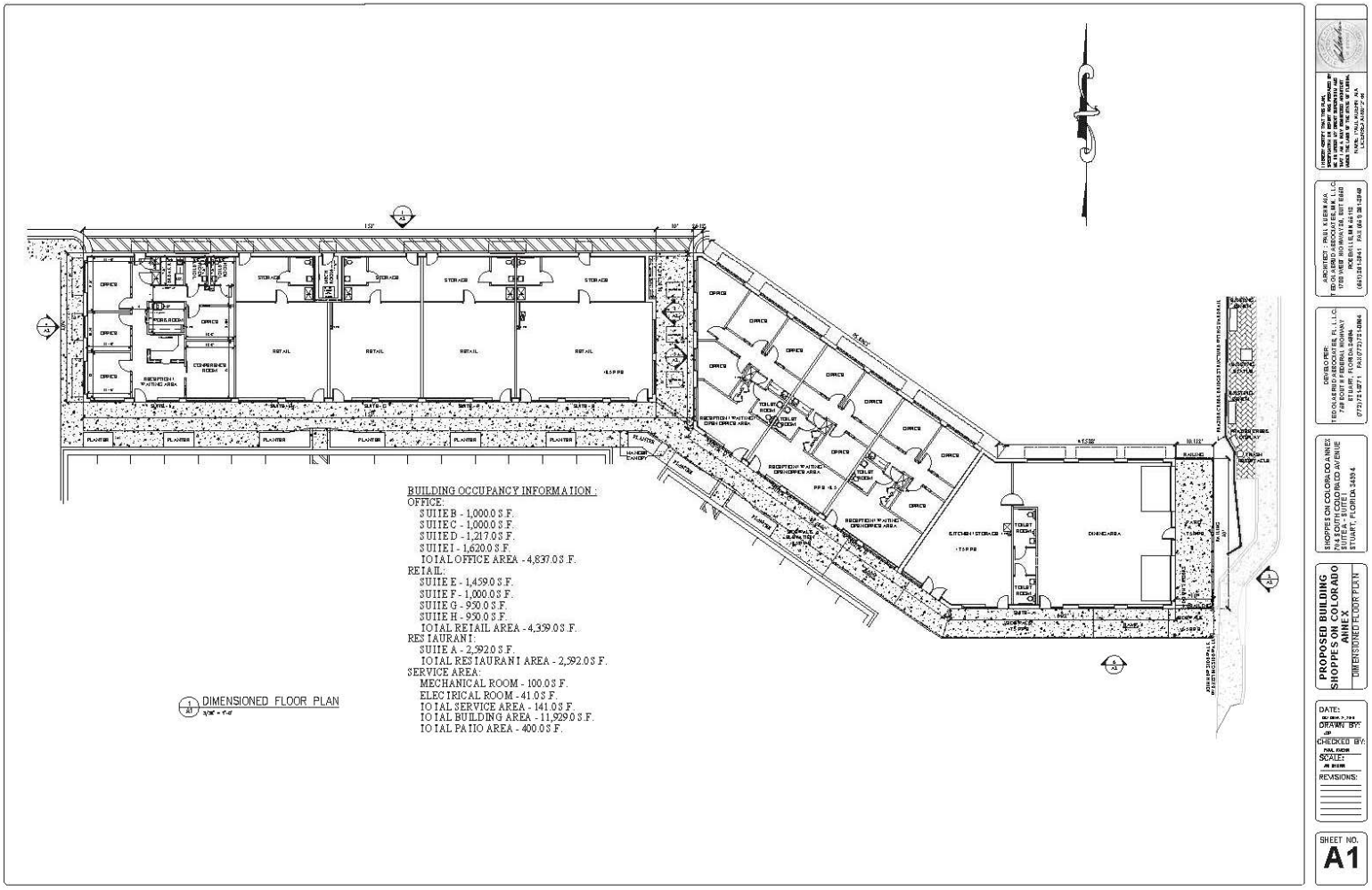
Scale: AS SHOWN

Sheet No. **LP-2**

18-1103

FILE: P:\SHOPPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\SHOPPES AT COLORADO ANNEX_PLP_1_REV 6.DWG
PLOTTED: 2/11/20 AT 5:00PM BY: DSIEMSEN
XREFS:

Resolution #55-2020
Shoppes on Colorado Annex
Major Conditional Use Approval



Resolution #55-2020
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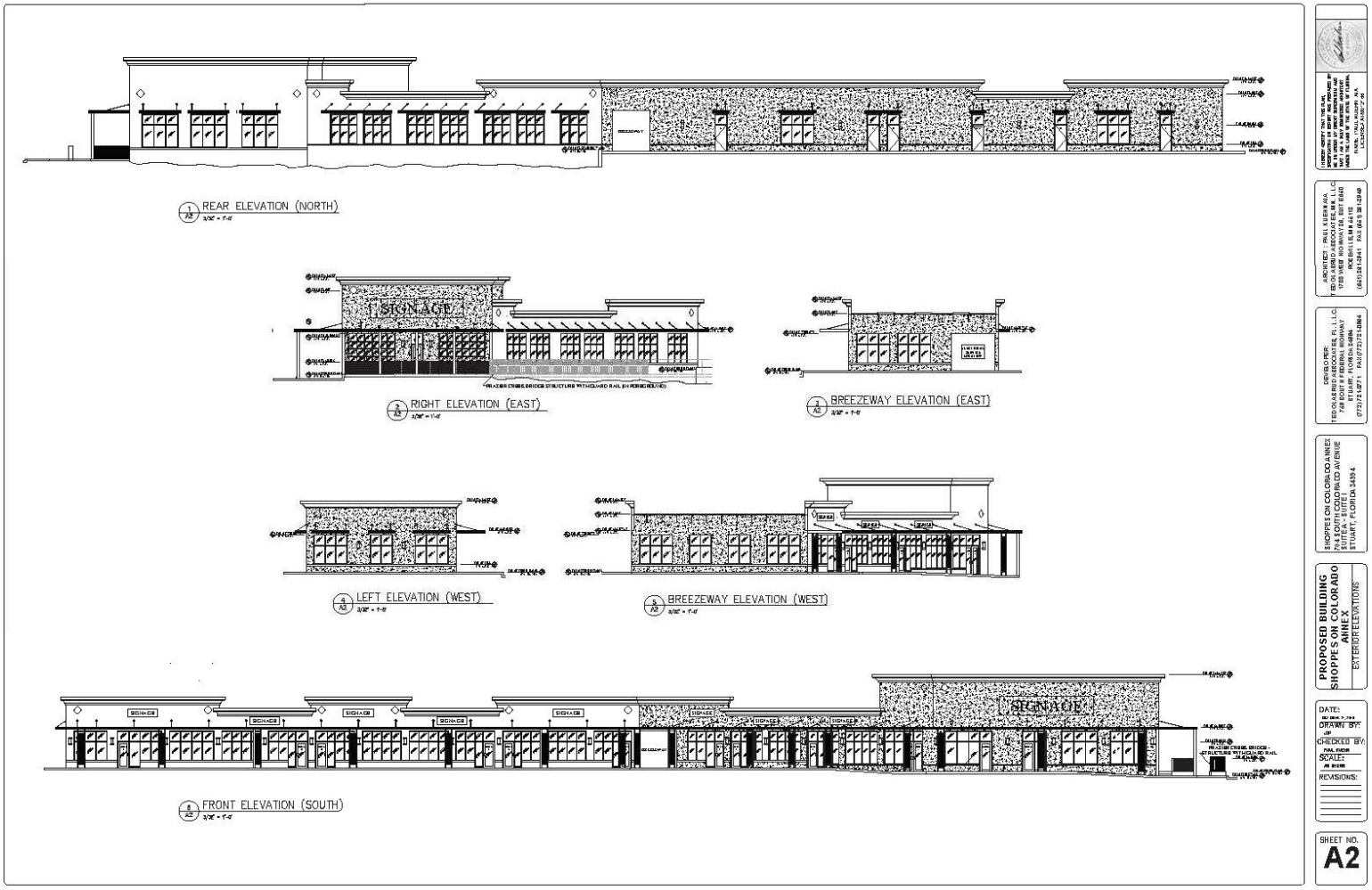


PROPOSED USE:

COMMERCIAL PLAZA

SITE DATA:

LAND USE – DOWNTOWN REDEVELOPMENT
ZONING – URBAN CENTER
TOTAL PARCEL SIZE – 71,434 SF (1.64 AC.)
PERCENT BUILDING COVERAGE = 17.8%
MAXIMUM BUILDING HEIGHT – 35 FT.
PROPOSED BUILDING HEIGHT – 20 FT.

IMPERVIOUS AREA CALCULATIONS:

PROPOSED BUILDING	12,729 SF
PROPOSED PAVEMENT	19,056 SF
PROPOSED SIDEWALK, INCL. PATIO	4,437 SF
PROP. CURB, PADS, ETC.	4,270 SF
PROP. PERVIOUS CONCRETE	10,749 SF
SUBTOTAL PERVIOUS AREA	51,271 SF
CREDIT TOWARDS IMPERVIOUS = 10,749 SF PERVIOUS x 50%	5,375 SF
TOTAL IMPERVIOUS AREA	45,896 SF (64.2%)

SITE AREA CALCUATIONS:

PARCEL SIZE	71,434 SF
OPEN SPACE REQ.	25,002 SF (35%)
OPEN SPACE	20,163 SF
PERVIOUS CONCRETE 10,729 SF IMPERVIOUS VALUE = 50%	5,375 SF
OPEN SPACE PROVIDED	25,538 SF (35.8%)
20% LANDSCAPE REQ.	14,287 SF (20%)
LANDSCAPE PROVIDED	20,163 SF (28.2%)
INTERIOR LANDSCAPE REQ.	7,143 SF
INTERIOR LANDSCAPE PROV.	14,869 SF

NOTE: THE REQUIRED INTERIOR LANDSCAPING IS 50% OF THE 20% LANDSCAPE REQUIREMENT.

BUILDING S.F. TABULATIONS

OFFICE	4,837 SF
RETAIL	4,359 SF
RESTAURANT	2,592 SF
SERVICE AREA	141 SF
TOTAL GROSS FLOOR AREA	11,929 SF

BUILDING PARKING CALCULATIONS:

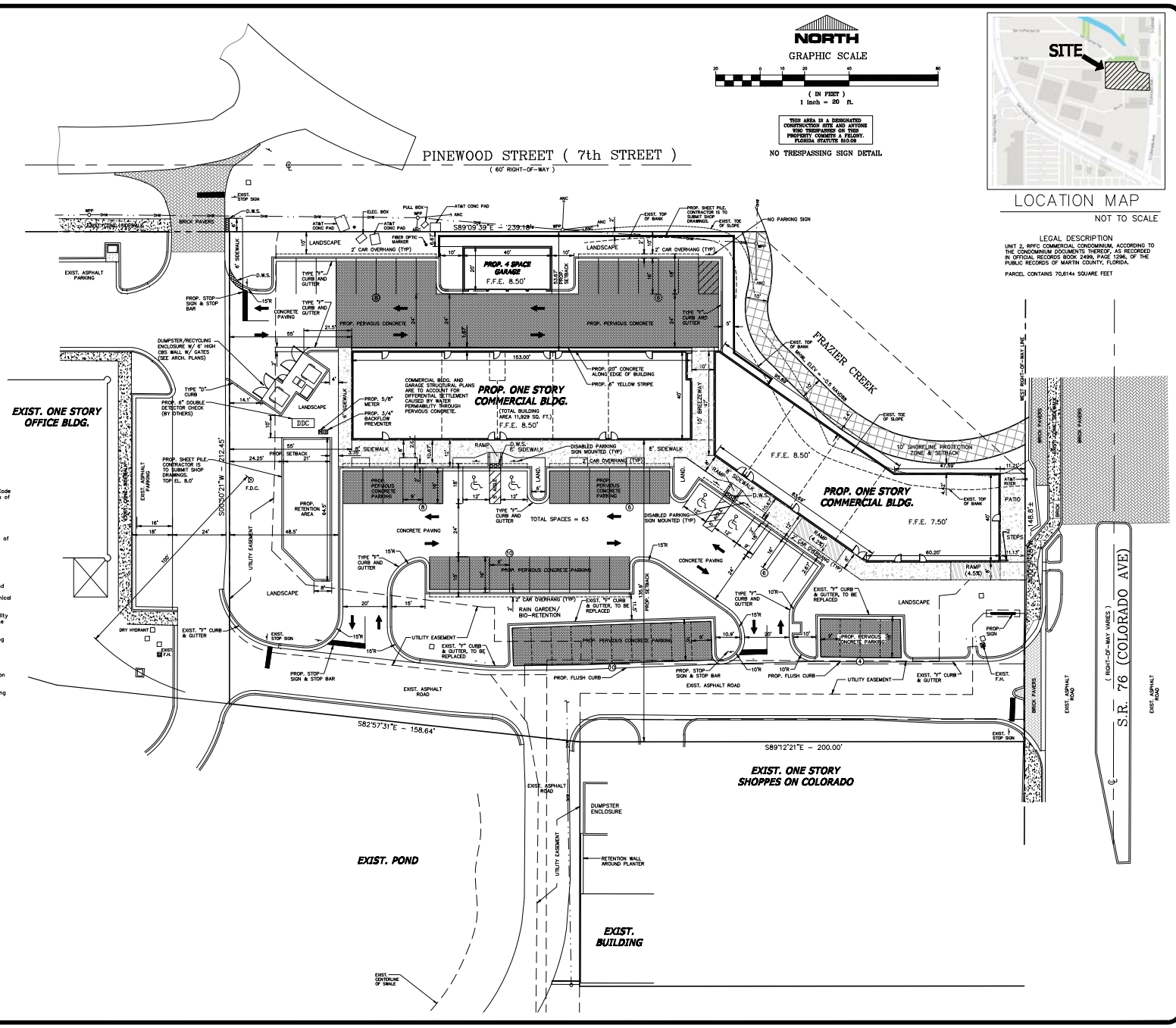
OFFICE (1 PER 350)	14 SPACES
RETAIL (1 PER 300)	15 SPACES
RESTAURANT – 94 SEATS (1 PER 4 SEATS)	24 SPACES
TOTAL SPACES REQUIRED =	53 SPACES
TOTAL SPACES PROVIDED =	62 SPACES
DISABLED SPACES REQUIRED =	3 SPACES
DISABLED SPACES PROVIDED =	4 SPACES

SPECIAL NOTES AS PER CITY OF STUART:

1. All signs will comply with the requirements of the sign regulations at the time of permitting.
2. Disabled parking spaces shall comply with the Florida Accessibility Code for Building Construction. All access areas meet the required slopes of the Florida Accessibility Code.
3. Landscaping shall be installed by a licensed commercial landscape contractor. There is to be an irrigation system installed to ensure continued growth of all planting areas.
4. A No Trespassing Sign shall be installed for the construction phase of this project. See signage detail on this sheet.
5. No ponding shall occur at the driveway connection.
6. Dumpster Enclosure Gates shall have gate stops at the end of the open arc to lock gates open during servicing.
7. All mechanical equipment associated with the building on the ground shall be located in the rear or sides and shall be screened with materials consistent with the architectural design. Roof top mechanical equipment shall be screened from view.
8. Detectable Warning Surfaces shall comply with the Florida Accessibility Code for Building Construction. Pattern in concrete shall be "In-Line Truncated Dome".
9. Building address signage will be posted on front and rear of building and shall be at least 6" tall as per Stuart Police Department.
10. Inspection Department Special Notes:
    * Site grading shall not proceed until erosion control measures hav been installed.
    * Damaged sidewalks or curbs shall be replaced under the direction of this department.
    * Any sediment transported to public roads shall be cleaned thoroughly at the end of each work day by shoveling or sweeping and then transported to a sediment control disposal area.

NOTES:

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.



NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

THIS AREA IS A DESIGNATED CONSTRUCTION SITE AND ANYONE WHO TRESPASSES ON THIS PROPERTY COMMITS A FELONY. FLORIDA STATUTE 810.09

NO TRESPASSING SIGN DETAIL

LOCATION MAP

NOT TO SCALE

LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 70,614± SQUARE FEET

DATE	REVISIONS
10.22.19	PER CITY COMMENTS
1.30.20	REV DUE TO UTILITY AS BUILT
2.6.20	MOVED FDC PER FIRE MARSHAL

PHONE: (772) 287-0055
EB 0004456
2431 SE DIXIE HIGHWAY
STUART, FL. 34996
MATHERS ENGINEERING CORPORATION

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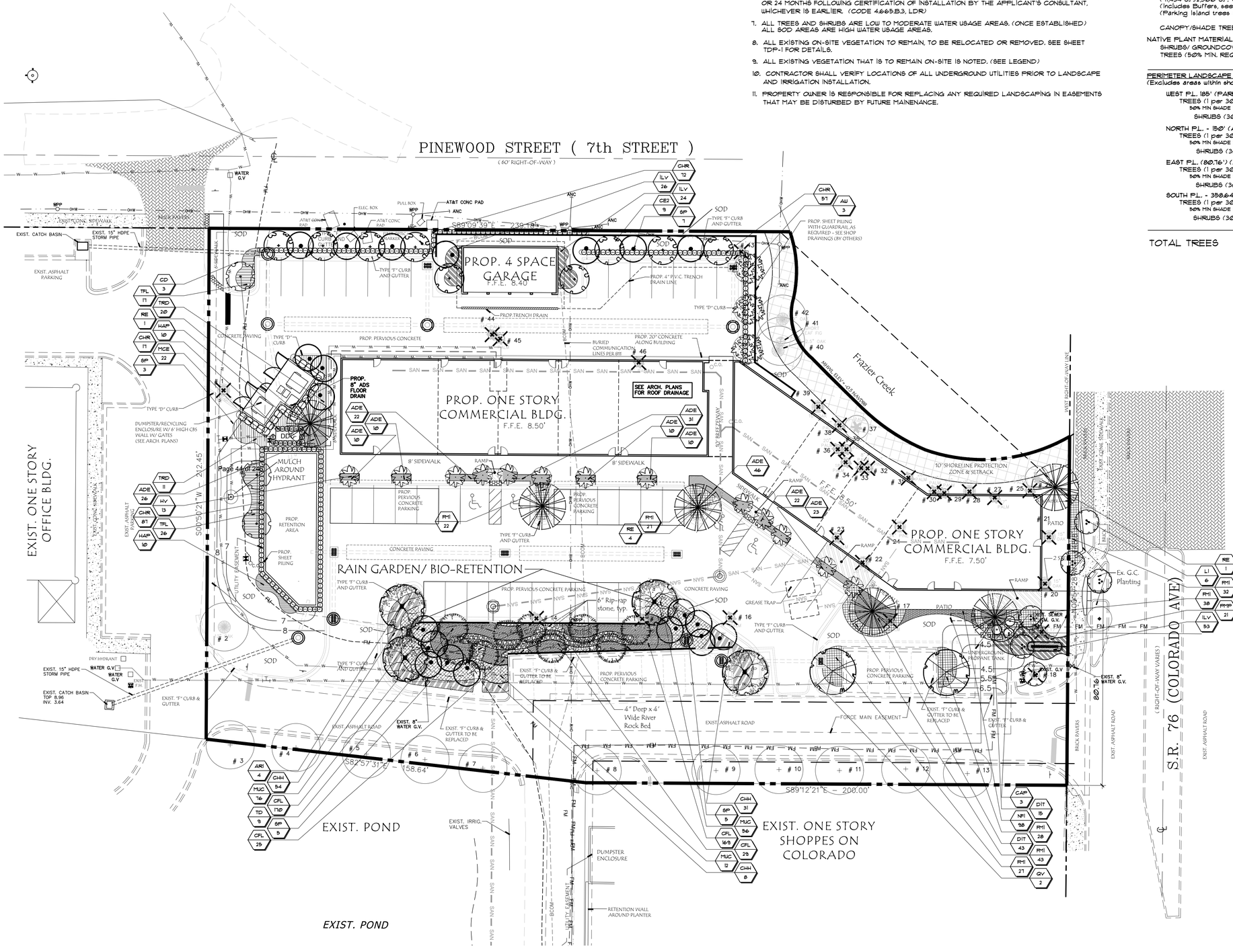
SHOPPES ON COLORADO ANNEX
CITY OF STUART, FLORIDA
SITE PLAN

WILLIAM J. MATHERS, P.E.
FL REG. # 19656
William J Mathers PE
Digitally signed by William J Mathers PE
Date: 2020.02.17 11:34:47 -05'00'

DRAWN	D.H.A.
CHECKED	W.J.M.
DATE	FEBRUARY 2019
SCALE	1" = 20'
JOB NO.	3699-01
SHEET	1 OF 1 SHEETS

NOTE: AS PER THE NOTICE REQUIREMENTS OF F.S.0119.07(4)C, THIS DOCUMENT IS BEING TRANSMITTED TO THE PUBLIC AGENCY TO RECEIVE AGENCY REVIEW COMMENTS AND INTERPRETATIONS. THE DOCUMENTS MAY SUBSEQUENTLY BE REVISED BY OR CREATED AS INSTRUMENTS OF SERVICE FOR THE SPECIFIC PROJECT AND PROJECT ADDITIONAL DOCUMENT SUBMITTAL FOR AGENCY APPROVAL.

Z:\IGA_Shoppes on Colorado Annex 2018\dwg\Rev 2 Current\Rev 3 Shoppes Annex Site Plan.dwg, 2/7/2020 1:23:36 PM



Notes

1. ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. (CODE 4.6.6.4, LDR)
2. USE OF CYPRESS MULCH IS PROHIBITED.
3. ALL CANOPY TREES TO BE PLANTED WITHIN OVERHEAD UTILITIES EASEMENT SHALL BE CONSISTENT WITH FP&L'S TREE LIST AS SUGGESTED IN THE "PLANT THE RIGHT TREE IN THE RIGHT PLACE" GUIDELINES. (SEE LP-2 FOR FPL DETAIL)
4. ALL PROPOSED TREES AND PALMS IMMEDIATELY ADJACENT TO UNDERGROUND UTILITIES SHALL HAVE ROOT PROTECTION BARRIER.
5. ALL OPEN AREA ARE TO BE LANDSCAPED IN ACCORDANCE WITH THIS PLAN.
6. SECURITY IS REQUIRED FOR 50% OF THE COST OF THE LANDSCAPE MATERIAL AND ITS INSTALLATION. THE APPLICANT SHALL WARRANT AND GUARANTEE SURVIVAL OF ALL REQUIRED PLANTINGS FOR A PERIOD OF 24 MONTHS FOLLOWING THE EXPIRATION OF TIME FOR INSTALLATION, OR 24 MONTHS FOLLOWING CERTIFICATION OF INSTALLATION BY THE APPLICANT'S CONSULTANT, WHICHEVER IS EARLIER. (CODE 4.6.6.B.3, LDR)
7. ALL TREES AND SHRUBS ARE LOW TO MODERATE WATER USAGE AREAS. (ONCE ESTABLISHED) ALL SOD AREAS ARE HIGH WATER USAGE AREAS.
8. ALL EXISTING ON-SITE VEGETATION TO REMAIN, TO BE RELOCATED OR REMOVED. SEE SHEET TDP-1 FOR DETAILS.
9. ALL EXISTING VEGETATION THAT IS TO REMAIN ON-SITE IS NOTED. (SEE LEGEND)
10. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO LANDSCAPE AND IRRIGATION INSTALLATION.
11. PROPERTY OWNER IS RESPONSIBLE FOR REPLACING ANY REQUIRED LANDSCAPING IN EASEMENTS THAT MAY BE DISTURBED BY FUTURE MAINENANCE.

Landscape Data

TOTAL SITE	71,434 S.F. (1.64 ACRES)
TOTAL OPEN SPACE PROVIDED (MIN. 35%):	25,295 S.F. (35.4%)
LANDSCAPED AREA PROVIDED:	19,920 S.F. (27.8%)

	REQUIRED	PROPOSED
MINIMUM FOR SITE		
OVERALL LANDSCAPE AREA of Developed site (58,000 S.F.)	20% (14,287 S.F.)	27.8% (19,920 S.F.)
INTERIOR LANDSCAPE	7,143 S.F.	14,626 S.F.
TREES (MIN. 1 per 2,500 S.F.) (71,434 S.F./2,500 S.F. = 29) (Includes Buffers, see below) (26) (Parking Island trees included - 1 tree perX14)	43	77
CANOPY/SHADE TREES (Includes existing Oaks)	22 (50%)	48/77 (62%)
NATIVE PLANT MATERIAL		
SHRUBS/ GROUNDCOVER (50% MIN. REQUIRED)	(50%)	1,005/1,663 (65%)
TREES (50% MIN. REQUIRED)	22 (50%)	71/77 (92%)
PERIMETER LANDSCAPE AREA (Excludes areas within shoreline protection zone)		
WEST P.L. 185' (PARKING ADJACENT TO DRIVE ISLE)		
TREES (1 per 30 LF) (185'/30')	6	6
50% MIN SHADE TREES (3)		3 (50%)
SHRUBS (30" O.C. MAX)	74	90
NORTH P.L. - 150' (AREA ALONG PARKING ONLY) 10' BUFFER		
TREES (1 per 30 LF) (150'/30')	5	10
50% MIN SHADE TREES (3)		7 (70%)
SHRUBS (30" O.C. MAX) (150'/2.5')	60	106
EAST P.L. (80.76') (AREA ALONG PARKING ONLY) 10' BUFFER		
TREES (1 per 30 LF) 80.76'/30')	3	4
50% MIN SHADE TREES (2)		3 (100%)
SHRUBS (30" O.C. MAX) (80.76'/2.5')	32	47
SOUTH P.L. - 358.64' (P.L. ACCROSS DRIVE ISLE) EX. BUFFER		
TREES (1 per 30 LF) (358.64'/30')	12	11 (existing)
50% MIN SHADE TREES (6)		11 (100%)
SHRUBS (30" O.C. MAX) (358.64'/2.5')	N/A	N/A
TOTAL TREES	43	76

WATER CONSERVATION POINT SCALE

DESIGN OPTIONS	LDR POINTS	PLAN POINTS
UTILIZATION OF MOISTURE-SENSING CONTROLLER (OTHER THAN RAINSWITCH)	5	5
PLAN SUBMITTED WITH LOW, MODERATE, AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN.	5	5*
25% TO 50% OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST.	5	X
51% PERCENT OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT-TOLERANT GRASS SPECIES FROM THE LIST.	10	10
25% TO 50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	5	X
51% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM TH LIST.	10	10
25%T TO 50% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	5	X
51% OR MORE OF THE REQUIRED TREES ARE MADE OF DROUGHT-TOLERANT SPECIES FROM THE LIST.	10	10
25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA.	5	X
50% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA.	10	X
SOD AREA LESS THAN 50% OF THE TOTAL LANDSCAPE AREA.	5	X
UTILIZATION OF COMPACTED MULCH BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER.	10	10
TOTAL POINTS FOR WATER CONSERVATION (50 pts. required)		50

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Landscape Development Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DSS
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Date: 2-12-19
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Revisions: 9-12-19
10-28-19
2-11-20

Seal

LC 0000177

Sheet Title:
Landscape Development Plan

Scale: 1"=20'

Sheet No.
LP-1

18-1103

FILE: P:\GS-OPPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\S-OPPES AT COLORADO ANNEX_P_P_1_REV 6.DWG
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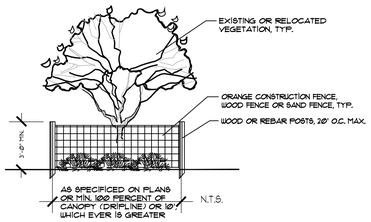
XREFS:

Vegetation Protection Detail

PRESERVED TREES

NOT TO SCALE



FENCING OF UNDISTURBED AREAS:

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL ENCLOSE THE ENTIRE UNDISTURBED AREA, OR TREE, WITHIN A FENCE OR SIMILAR BARRIER AS SHOWN. WOODEN (OR EQUIVALENT) POSTS STEEL REBAR OR WOOD AT LEAST 2 x 2 INCHES SHALL BE IMPLANTED IN THE GROUND DEEP ENOUGH TO BE STABLE AND WITH AT LEAST 3 FEET VISIBLE ABOVE THE GROUND. THE PROTECTIVE POSTS SHALL BE PLACED NOT MORE THAN 20 FEET APART, AND SHALL BE LINKED TOGETHER BY ORANGE NET FENCE FABRIC, OR OTHER. NO HEAVY EQUIPMENT, VEHICLES, STORAGE OF MATERIALS, ETC., SHALL OCCUR WITHIN THE VEG. PROTECTION ZONE. EXTREME CARE SHALL BE TAKEN WHEN WORKING NEAR THE BASE OF TREES. NO FINISH GRADE FILL SHALL BE PLACED WITHIN A ZONE OF 2/3 THE DIAMETER OF THE TREE CANOPY.

FLATWORK CONSTRUCTION WITHIN CANOPY & TREE BARRICADE SHALL BE BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL.

UTILITY WORK (TRENCHING) WITHIN THE CANOPY & TREE BARRICADE SHALL BE DONE WITH EXTREME CARE TO MINIMIZE DISTURBANCE TO THE ROOTS BY EXCAVATING, COMPACTING OR ADDING FILL. THE TREE BARRICADE WILL BE MODIFIED TEMPORARILY TO ALLOW ONLY THE MINIMUM WORK ZONE TRESPASS INTO THE CANOPY AREA, CONTINUING TO PROTECT THE REST OF THE CANOPY AREA WITH BARRICADE. NO FILL, EVEN TEMPORARY, SHALL BE PLACED IN ANY PROTECTED ZONE. AT THE CONCLUSION OF SAID ACTIVITY, THE WORKZONE SHALL BE CLEANED UP & TREE BARRICADES REPLACED TO THEIR ORIGINAL CONFIGURATION.

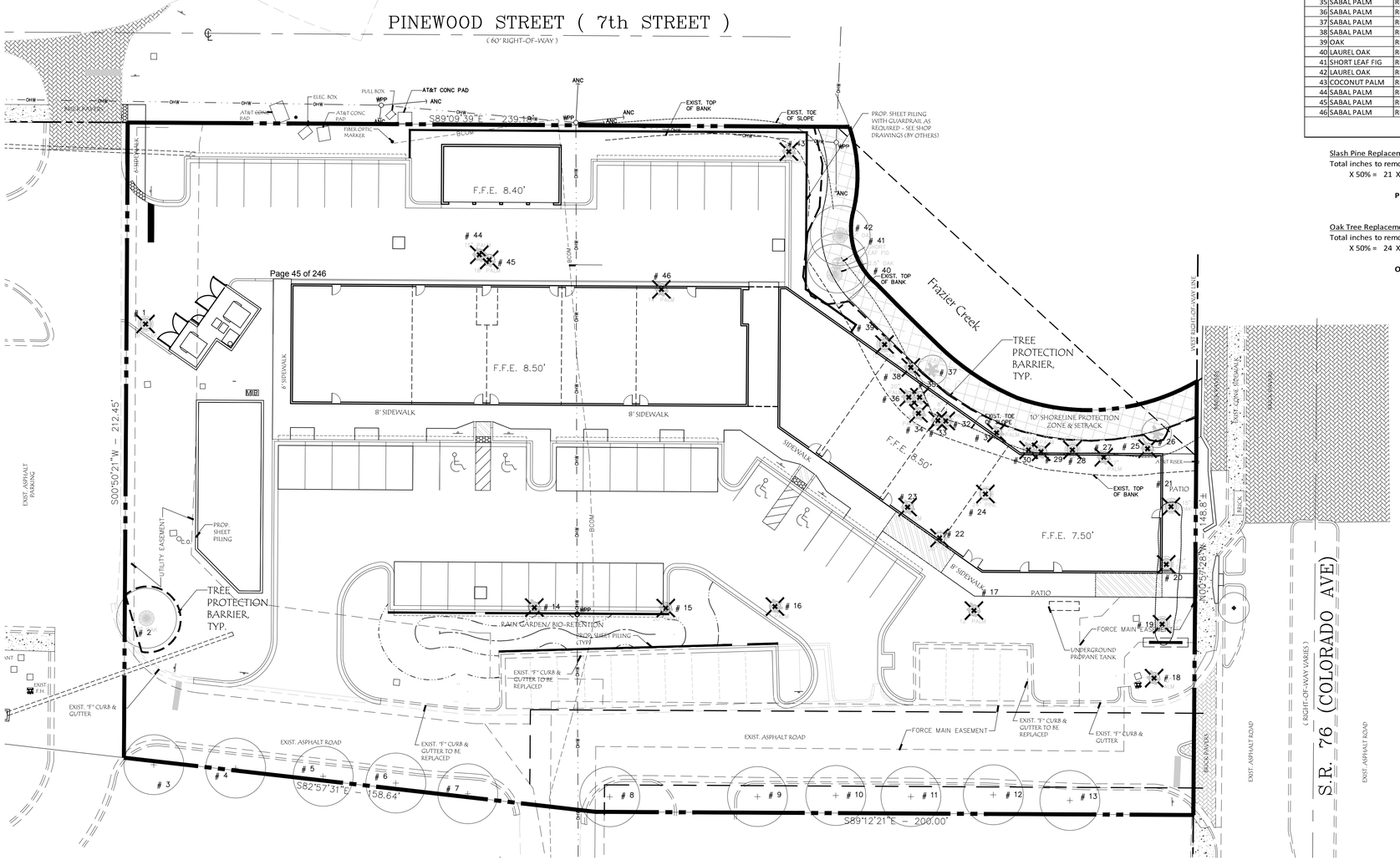
Tree Disposition Notes:

ALL EXISTING TREES TO BE PRUNNED BY A CERTIFIED ARBORIST ONE MONTH PRIOR TO C.O. TO INSURE HEALTH OF TREES AND SIGHT VISIBILITY AS REQUIRED FOR SAFE TRAVEL.

ALL EXISTING TREES TO BE KEPT IRRIGATED DURING CONSTRUCTION

ALL EXISTING TREES MUST BE DELIVERED AT THE END OF THE PROJECT IN EQUAL OR BETTER CONDITION WHICH ADDRESSES THE SHAPE AND SIZE OF THE CANOPY AND THE SIGNS OF THE QUALITY AND VIGOROUS GROWTH.

ALL PROHIBITED, EXOTIC AND INVASIVE SPECIES SHALL BE REMOVED FROM THE ENTIRE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.



Existing Tree Fate Table

Shoppes on Colorado Annex
February-19

Tag #	Species	Proposed Disposition	Size (DBH)	In Development Area	In Preserve Area	Specimen/Historic	Pine Mitigated Inches	Oak Mitigated Inches	Replacement Palms (1:1)	Notes
1	OAK	REMOVE	16	Y		S		16		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
2	OAK	REMAIN	12	Y		S				
3	OAK	REMAIN	12	Y		S				
4	OAK	REMAIN	9	Y		S				
5	OAK	REMAIN	7	Y		S				
6	OAK	REMAIN	5	Y		S				
7	OAK	REMAIN	12	Y		S				
8	OAK	REMAIN	11	Y		S				
9	OAK	REMAIN	10	Y		S				
10	OAK	REMAIN	12	Y		S				
11	OAK	REMAIN	12	Y		S				
12	OAK	REMAIN	10	Y		S				
13	OAK	REMAIN	12	Y		S				
14	SABAL PALM	REMOVE	12	Y					1	MITIGATE/REPLACE 14' C.T.
15	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
16	SABAL PALM	REMOVE	11	Y					1	MITIGATE/REPLACE 14' C.T.
17	SABAL PALM	REMOVE	12	Y					1	MITIGATE/REPLACE 14' C.T.
18	QUEEN PALM	REMOVE	10	Y						NO REQUIREMENT
19	OAK	REMOVE	17	Y		S		17		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
20	OAK	REMOVE	15	Y		S		15		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
21	OAK	REMOVE	15	Y		S		15		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
22	PINE	REMOVE	20	Y		S	20			MITIGATE/REPLACE WITH PINE TREES, MIN. 12
23	SABAL PALM	REMOVE	15	Y					1	MITIGATE/REPLACE 14' C.T.
24	PINE	REMOVE	24	Y		S	24			MITIGATE/REPLACE WITH PINE TREES, MIN. 12
25	SABAL PALM	REMOVE	12	Y					1	MITIGATE/REPLACE 14' C.T.
26	SABAL PALM	REMAIN	12	Y						
27	SABAL PALM	REMOVE	17	Y					1	MITIGATE/REPLACE 14' C.T.
28	OAK	REMOVE	14	Y		S		14		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
29	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
30	SABAL PALM	REMOVE	14	Y					1	MITIGATE/REPLACE 14' C.T.
31	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
32	PINE	REMOVE	24	Y		S	24			MITIGATE/REPLACE WITH PINE TREES, MIN. 12
33	SABAL PALM	REMOVE	8	Y					1	MITIGATE/REPLACE 14' C.T.
34	SABAL PALM	REMOVE	18	Y					1	MITIGATE/REPLACE 14' C.T.
35	SABAL PALM	REMOVE	14	Y					1	MITIGATE/REPLACE 14' C.T.
36	SABAL PALM	REMOVE	20	Y					1	MITIGATE/REPLACE 14' C.T.
37	SABAL PALM	REMAIN	8		Y					
38	SABAL PALM	REMOVE	18	Y					1	MITIGATE/REPLACE 14' C.T.
39	OAK	REMOVE	10	Y		S		10		MITIGATE/REPLACE WITH OAK TREES, MIN. 4.5
40	LAUREL OAK	REMAIN	2.5		Y					
41	SHORT LEAF FIG	REMAIN	-		Y					
42	LAUREL OAK	REMAIN	9		Y					
43	COCONUT PALM	REMOVE	8	Y						NO REPLACEMENT
44	SABAL PALM	REMOVE	15	Y					1	MITIGATE/REPLACE 14' C.T.
45	SABAL PALM	REMOVE	18	Y					1	MITIGATE/REPLACE 14' C.T.
46	SABAL PALM	REMOVE	14	Y					1	MITIGATE/REPLACE 14' C.T.
		TOTAL REPLACEMENTS:					68"	87"	18 palms	PER CITY FORMULA = 41 PINES AND 48 OAKS TO REPLANT OR MITIGATE (SEE BELOW)

Slash Pine Replacement Formula: 68 "
Total inches to remove X 1.5, divided by 2.5" = 41 total trees to replant. OR
X 50% = 21 X 175% of Plant Finder cost(*$125* X 175% = $219) = $4,599 (total to pay into City fund)

Pine Replacement = **41** trees (2.5") **OR** 50% of trees (**21** trees) and **$4,599**
(based on a $125 Plant Finder replacement - 12')

Oak Tree Replacement Formula: 87 "
Total inches to remove X 2.5, divided by 4.5" = 48 total trees to replant. OR
X 50% = 24 X 175% of Plant Finder cost(*$800* X 175% = $1,400) = $33,600 (total to pay into City fund)

Oak Replacement = **48** trees (4.5") **OR** 50% of trees (**24** trees) and **$33,600**
(based on a $1,400 Plant Finder replacement - 4.5")

✳ THE APPLICANT TO PLANT 50% OF THE REQUIRED MITIGATION TREES OFF SITE AS PERMITTED BY SECTION 5.05.02

Existing Tree Legend

- # 44 — EXISTING TREE NUMBER
- 15" PALM — EXISTING TREE SIZE AND SPECIES
- EXISTING TREE SYMBOL
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- ---- TREE PROTECTION BARRIER

0 10' 20' 40' 60'

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Tree Disposition & Mitigation Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DSS
Drawn: DSS
Approved: GGG/EOM/MTH
Date: 2-12-19
Job no. 18-1103
Revisions: 9-12-19
10-28-19
2-12-20 Base Update

Seal

LC 0000177

Sheet Title:
Landscape Development Plan

Scale: 1"=20'

Sheet No.
TDP-1

18-1103

FILE: P:\S-O\PPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\S-OPPES AT COLORADO ANNEX_PLP_1_REV 6.DWG
PLOTTED: 2/13/20 AT 12:19PM BY: DSIEMSEN
XREFS:

Plant List

TREES

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CALIPER	SPACING	D.T.	NATIVE	REMARKS
AR1	4	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME MAPLE	12'	3-4'	2.5"	A.S.	V	Y	
CD	3	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	12'	4'		A.S.	M	Y	
CE2	9	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	12'	3-4'	2"	A.S.	V	Y	Standard
LI	6	LAGERSTROEMIA INDICA 'MUSKOGEE'	CREPE MYRTLE	12'	3-4'	2"	A.S.	V	N	Standard
QV	2	QUERCUS VIRGINIANA	LIVE OAK	12'	3-4'	2.5"	A.S.	V	Y	
TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	12'	3-4'	2.5"	A.S.	V	Y	

PALMS

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT		CALIPER	SPACING	D.T.	NATIVE	REMARKS
AW	3	ACOELORRHAPHE WRIGHTII	EVERGLADES PALM	14-16'	O.A.	MULTI	A.S.	V	Y	
HV	13	HYOPHORBE VERSCHAFFELTII	SPINDLE PALM	4'	G.W.	SINGLE	A.S.	V	N	
RE	6	ROYSTONEA ELATA	ROYAL PALM	8'	G.W.	SINGLE	A.S.	V	Y	
SP	20	SABAL PALMETTO	CABBAGE PALMETTO	8'	C.T.		A.S.	V	Y	HURRICANE CUT HEADS, SLICK, STAGGER HEIGHTS

SHRUBS

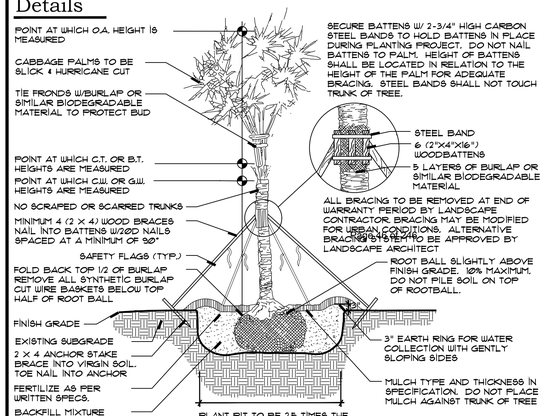
KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE	REMARKS
CAP	3	CALYPTRANTHES PALLENS	SPICEWOOD	6'	3'		A.S.	V	Y	FULL TO BASE
CHH	93	CHRYSOBALANUS ICACO 'HORIZONTAL'	HORIZONTAL COCOPLUM	24"	24"		2.5' O.C.	V	Y	
CHR	233	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	24"	18"		2' O.C.	V	Y	
DIT	58	DIANELLA TASMANICA	BLUEBERRY FLAX LILY	18 IN.	18"		2' O.C.	V	N	
FMI	217	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	24"	24"		2' O.C.	V	N	
HAP	20	HAMELIA PATENS	FIREBUSH	24"	18"		2.5' O.C.	V	Y	
ILV	103	ILEX VOMITORIA 'STOKES DWARF'	STOKES DWARF	18"	18"		2' O.C.	V	Y	
MUC	144	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	24"	24"		2.5' O.C.	V	Y	
MCE	22	MYRICA CERIFERA	WAX MYRTLE	48"	3'		3' O.C.	V	Y	
PMP	21	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWARF JAPANESE YEW	24"	18"		1.5' O.C.	M	N	FULL TO BASE
TRD	31	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	36"	24"		3' O.C.	V	Y	
TFL	43	TRIPSACUM FLORIDANA	FLORIDA GAMMA GRASS	18"	18"		2.5' O.C.	V	Y	

GROUNDCOVER

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL.	SPACING	D.T.	NATIVE	REMARKS
ADE	210	ASPARAGUS DENSIFLORUS 'MEYERSII'	FOXTAIL FERN	18"	18"	#1 FULL POT	1.5' O.C.	V	N	
CFL	393	CANNA FLACCIDA	YELLOW CANNA	18"	12"	#3	1.5' O.C.	M	Y	
NFI	98	NEOREGELIA 'FIREBALL'	FIREBALL BROMELIAD	6"	6"	#1	1' O.C.	V	N	

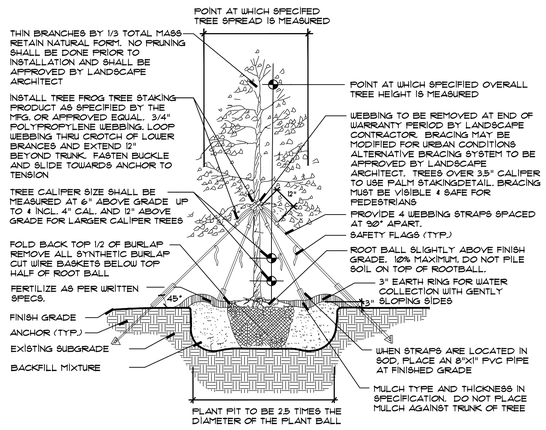
ABBREVIATIONS:
D.T.: DROUGHT TOLERANCE, V= VERY, M= MODERATE, L= LOW
NATIVE: Y= YES, N= NO
G.W.=GREY WOOD, C.T.= CLEAR TRUNK, O.A.=OVERALL, A.S.= AS SPECIFIED, O.C.=ON CENTER

Details



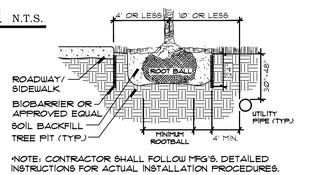
Palm Planting Detail N.T.S.

Tree Planting Over 3.5" Cal.

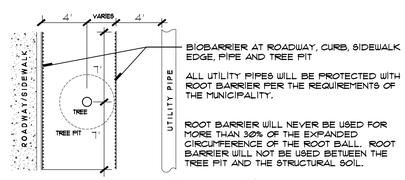


Tree Planting Detail N.T.S.

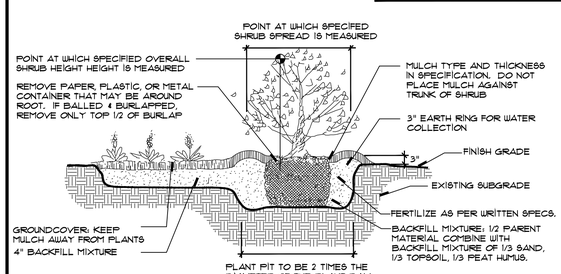
Tree Planting 1" To 3.5" Cal.



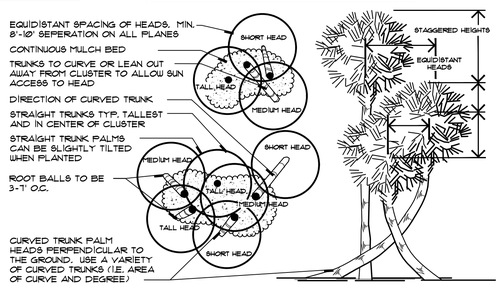
Tree Root Barrier Section N.T.S.



Tree Root Barrier Plan N.T.S.



Shrub & Ground Cover Planting Detail N.T.S.



Typical Cabbage Palm Layout N.T.S.

Specifications - Exterior Plants

1.4: QUALITY ASSURANCE:

SOIL ANALYSIS SHALL BE CONDUCTED BY THE LANDCAPE CONTACTOR PRIOR TO APPLICATION OF ANY SOIL AMENDMENTS, FERTILIZERS AND BACKFILL MIXTURES. THE LANDSCAPE CONTACTOR SHALL USE A QUALIFIED SOIL TESTING LABORATORY

THE RESULT OF THE SOIL TESTS SHALL BE SUBMITTED TO THE OWNER AND LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO THE APPLCATION OF SAID MATERIALS. ADJUSTMENTS TO THE SOIL AMENDENTS MAY BE MADE UPON CONSULTAION WITH THE OWNER AND THE LANDSCAPE ARCHITECT.

1.5: DELIVERY, STORAGE AND HANDLING:

PRUNING OF TREES SHALL BE DONE ON SITE AFTER PLANTING FOR DAMAGED LIMBS OR AS DIRECTED TO IMPROVE OVERALL PLANT APPEARANCE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. PRUNING METHODS SHALL FOLLOW STANDARD HORTICULTURAL PRACTICES USING APPROPRIATE TOOLS. LOPPING, SHEARING OR TOPPING OF PLANT MATERIAL WILL BE GROUNDS FOR REJECTION. DAMAGED, SCARRED, FRAYED, SPLIT OR SKINNED BRANCHES, LIMBS OR ROOTS TO BE PRUNED BACK TO LIVE WOOD. THE CENTRAL LEADER OR BUD SHALL BE LEFT INTACT UNLESS SEVERELY DAMAGED.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE, THIN OUT STRUCTURE AND REMOVE NOT MORE THAN 15% OF BRANCHES.

1.6: WARRANTY:

WARRANT ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST DEATH AND UNHEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS AND UNUSUAL PHENOMENA BEYOND CONTRACTOR'S CONTROL. REPLACEMENTS SHALL BE MADE WITH COMPATIBLE SIZE AND QUALITY OF MATERIAL AT A TIME REQUESTED OR ACCEPTABLE BY THE OWNER OR LANDSCAPE ARCHITECT. PLANT MATERIAL REJECTED DURING THE COURSE OF CONSTRUCTION SHALL BE REMOVED WITHIN FIVE (5) WORKING DAYS AND REPLACED BEFORE THE FINAL INSPECTION FOR COMPLETION WILL BE SCHEDULED. WARRANTY ON REPLACEMENT PLANTS SHALL BE 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE REPLACEMENTS. ANY DAMAGE TOLANDSCAPE, SODDED OR SEEDED AREAS DURING REPLACEMENT OF PLANT MATERIAL SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR.

1.7: MAINTENANCE SERVICE:

MAINTENANCE AND GENERAL CLEAN UP SHALL BE PERFORMED DAILY. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, REMOVAL OF LITTER, MOWING, PRUNING, RESETTING SETTLED PLANTS, REMOVING, REPAIRING OR REPLACING STAKES AND GUYS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND HEALTHY PLANT MATERIAL. MAINTENANCE SHALL BEGIN AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR NINETY (90) DAYS FROM THE DATE OF FINAL ACCEPTANCE.

1.8: QUANTITIES, LOCATION AND SUBSTITUTIONS:

THE QUANTITIES OF PLANT MATERIALS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THE PLANT QUANTITIES ON THE PLANT LIST. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBER AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.

2.1: PLANT MATERIAL:
2.2:
2.3:

PROVIDE SIZES AND SPECIFICATIONS OF PLANTS AS SHOWN ON PLANS OR LISTED ON PLANT LIST. ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN Z 60.1 - 1990 AND AS REVISED.

SPECIMEN PLANTS SHALL BE FLORIDA FANCY OR BETTER AND SHALL CONFORM TO THE LITERATURE STANDARDS LISTED ABOVE.

2.4: TOP SOIL:

TOPSOIL SHALL BE FRIABLE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH (SUCH AS BERMUDA, TORPEDO OR NUT GRASS). IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 7.0 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. IF TOPSOIL IS NOT AVAILABLE ON SITE, IT SHALL BE IMPORTED FROM LOCAL SOURCES WITH SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".

2.5: INORGANIC SOIL AMENDMENTS:

SAND SHALL BE CLEAN, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.

MYCORRHIZAL AMENDMENT SHALL BE DIEHARD™ TRANSPLANT AS MANUFACTURED BY HORTICULTURAL ALLIANCE OR EQUAL TO WITH THE FOLLOWING INGREDIENTS:

ENDOMYCORRHIZAL FUNGI
ECTOMYCORRHIZAL FUNGI
BENEFICIAL BACTERIA
HUMIC ACID
SOLUBLE SEA KELP
AMINO ACIDS
HORTA-SORB WATER MANAGEMENT GEL
TRICHODERMA
YUCCA PLANT EXTRACTS
VITAMIN B COMPLEX

2.6: ORGANIC SOIL AMENDMENTS:

PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCK MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCK SHALL NOT BE OVERLY SATURATED WITH WATER.

2.7: FERTILIZATION:

PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVER IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.

FERTILIZE TREES, SHRUBS AND GROUND COVERS WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY MILORGANITE" FERTILIZER AT THE FOLLOWING RATE:
5.00 LBS. OR 14.5 CUPS / PALMS
3.00 LBS. OR 8.70 CUPS / 12-16' MATERIAL
2.00 LBS. OR 5.80 CUPS / 8-12- MATERIAL
0.69 LBS OR 2.00 CUPS / 6-8' MATERIAL
0.19 LBS OR 1/2 CUP / 3 GAL. MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL

2.8: MULCHES:

MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3" THICK MIN.
PINE STRAW MULCH SHALL BE APPLIED ONLY TO THOSE AREAS AS INDICATED ON THE PLAN. APPLY 6" FLUFFED, 2-3" THICK AFTER COMPACTION.

2.10:PLANTING SOIL MIX:

BACKFILL MIXTURE: 1/2 PARENT SOIL, 1/2 MIXTURE (1/3 SAND, 1/3 TOPSOIL, 1/3 PEAT HUMUS).

3.1: PLANTING BED ESTABLISHMENT:

PREPARATION: PRIOR TO THE INSTALLATION OF PLANTS, THE SITE SHALL BE FREE OF WEEDS, GRASS, SOD, DEBRIS, ROCKS OR OTHER MATERIAL MAKING THE SITE UNPLANTABLE. FOR FINAL ACCEPTANCE ALL PLANTED AREAS SHALL BE WEED FREE.

FINISH GRADING: THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL, IF NECESSARY, WITH THE GENERAL CONTRACTOR, TO INSURE THE SITE IS AT FINISH GRADE PRIOR TO INSTALLING PLANTS.

3.2: PLANTING TREES:

LAYOUT PLANTS ACCORDING TO LANDSCAPE PLANS. IF A CONFLICT ARISES AS TO THE LOCATION, SPACING OR OTHER CONFLICT, CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.

EXCAVATE PIT TO TWO AND ONE-HALF (2 1/2) TIMES THE DIAMETER OF TREE BALL AND NOT LESS THAN 6" DEEPER. COMPACT A LAYER OF BACKFILL MIXTURE IN PIT TO LOCATE COLLAR OF PLANT PROPERLY IN A SLIGHTLY DISHED FINISH GRADE. BACKFILL AROUND BALL WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS, WATERING THOROUGHLY AS LAYERS ARE PLACED. BUILD 3" HIGH BERM OF SOIL BEYOND EDGE OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

GUY AND STAKE TREES, LESS THAN 3.5" IN CALIPER, IN FOUR DIRECTIONS WITH "ARBORBRACE" NYLON TREE GUYING KIT WITH HARDENED NYLON ANCHOR AND 3/4" 800 LB. POLYPROP UV WEBBING, MODEL (ATG-R) OR APPROVED EQUAL. STAKE TREES IMMEDIATELY AFTER PLANTING. FOR MULTI-TRUNK PLANT MATERIAL, ATTACH GUYS TO FOUR (4) LARGEST LIMBS, CARE MUST BE TAKEN NOT TO MAKE GUYS TOO TIGHT. FOR TREES 3.5" IN CALIPER AND OVER, TREES MUST BE STAKED WITH WOOD 2X4 METHOD. FOLLOW PALM STAKING DETAIL FOR REQUIREMENTS. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ELIMINATE GUYING OR STAKING. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE GUYING OR STAKING. THE LANDSCAPE CONTRACTOR SHALL REMOVE BRACING IN ONE YEAR.

3.2: PLANTING SHRUBS:

EXCAVATE PITS OR TRENCH TWO (2) TIMES DIAMETER OF BALLS OR CONTAINERS, AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF BACKFILL MIXTURE IN BOTTOM BEFORE PLACING PLANTS. CONTAINER GROWN MATERIALS SHALL BE PLANTED WITH 48 HOURS AFTER DELIVERY TO SITE. PLACE PLANT IN PIT AND BACKFILL AROUND PLANTS WITH BACKFILL MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AS LAYERS ARE PLACED. FORM A 3" HIGH BERM OF SOIL BEYOND THE EDGES OF EXCAVATION. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST.

3.4: PLANTING GROUNDCOVERS:

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, AND SPREAD BACKFILL MIXTURE.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY FERTILIZER AS SPECIFIED AND THEN MULCH WITH THE TYPE AND THICKNESS SPECIFIED ON PLANT LIST, LIFTING PLANT FOLIAGE ABOVE MULCH. MULCH SHALL BE SPREAD BEFORE PLANTING PLANTS IN POTS LESS THAN 1 GALLON SIZE (4", LINERS, ETC.).

Specifications - Lawns and Grasses

2.1: PRODUCTS:

SOD SHALL MEET AMERICAN SOD PRODUCES ASSOCIATION STANDARDS FOR NURSERY GROWN SOD FOR THICKNESS OF CUT, PAD SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THATCH. SOD SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND SHOOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNITTED TO SUSTAIN GROWTH. SOD SHALL BE MOWED FOR FINAL ACCEPTANCE.

2.3: FERTILIZER:

FERTILIZE TURF AREAS WITH TYPE 1 FERTILIZER, COMPLYING WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-8-8. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICAL SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.

3.1: LAWN PREPARATION:

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

3.2: SODDING:

SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR TAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

Landscape Certificatoin

LANDSCAPE CERTIFICATION: THE LANDSCAPE ARCHITECT SHALL PROVIDE FINAL CERTIFICATION TO THE OWNER AND MUNICIPALITY THAT PLANTS ARE INSTALLED PER THE DESIGN PLAN, DETAILS AND SPECIFICATIONS. ANY CHANGES TO THE PLAN WILL NEED TO HAVE THE LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION. CONFORMITY TO FLORIDA GRADE #1 IN THE ROOT BALL REQUIRES THE LANDSCAPE ARCHITECT TO INSPECT TREES PRIOR TO INSTALLATION AT THE SITE. IT IS THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR/LANDSCAPE CONTRACTOR FOR ORGANIZING INSPECTIONS OF PLANT MATERIAL PRIOR TO INSTALLATION.

General Notes:

SOD TO BE ST. AUGUSTINE UNLESS OTHERWISE NOTED ON PLANS

ALL PLANTING AREAS SHALL RECEIVE 100% COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

ALL CONSTRUCTION DEBRIS & HARDPAN TO BE REMOVED FROM PLANTING BEDS TO A DEPTH OF 30"

UTILITES:

ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT 811TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE.

Know what's **below.**
Call before you dig.

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Gentile Glas Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

Landscape Specifications Plan
Shoppes on Colorado Annex
City of Stuart, Florida

Designed: DSS
Drawn: DSS
Approved: GGG/EOM/MTH
Date: 2-12-19
Job no. 18-1103
Revisions: 9-12-19
10-28-19
2-11-20

Seal

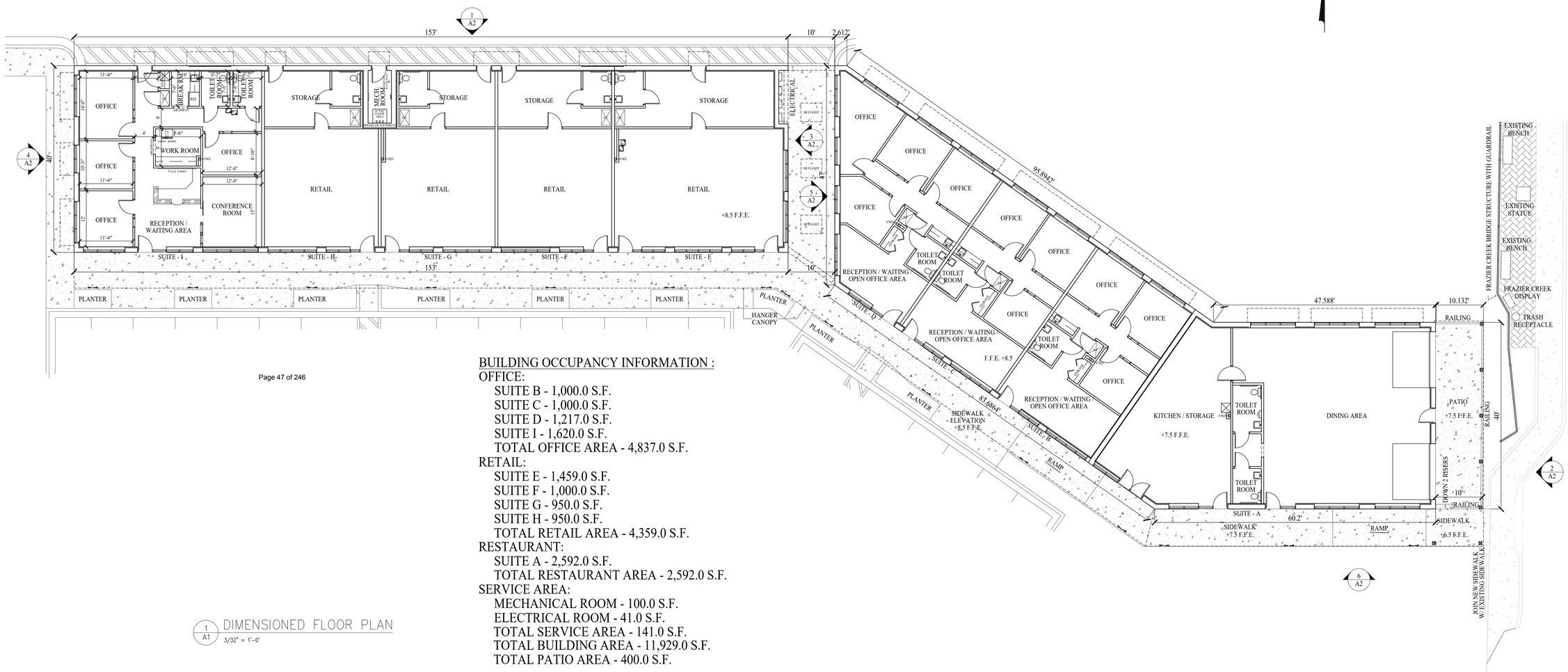
LC 0000177

Sheet Title:
Landscape Specifications Plan

Scale: AS SHOWN

Sheet No.
LP-2
18-1103

FILE: P:\SHOPPES ON COLORADO ANNEX - 18-XXXX\DRAWING FILES\CURRENT\SHOPPES AT COLORADO ANNEX_PLP_1_REV 6.DWG
PLOTTED: 2/11/20 AT 5:00PM BY: DSIEMSEN
XREFS:



BUILDING OCCUPANCY INFORMATION :

OFFICE:
- SUITE B - 1,000.0 S.F.
- SUITE C - 1,000.0 S.F.
- SUITE D - 1,217.0 S.F.
- SUITE I - 1,620.0 S.F.
- TOTAL OFFICE AREA - 4,837.0 S.F.

RETAIL:
- SUITE E - 1,459.0 S.F.
- SUITE F - 1,000.0 S.F.
- SUITE G - 950.0 S.F.
- SUITE H - 950.0 S.F.
- TOTAL RETAIL AREA - 4,359.0 S.F.

RESTAURANT:
- SUITE A - 2,592.0 S.F.
- TOTAL RESTAURANT AREA - 2,592.0 S.F.

SERVICE AREA:
- MECHANICAL ROOM - 100.0 S.F.
- ELECTRICAL ROOM - 41.0 S.F.
- TOTAL SERVICE AREA - 141.0 S.F.
- TOTAL BUILDING AREA - 11,929.0 S.F.
- TOTAL PATIO AREA - 400.0 S.F.

1 / A1 DIMENSIONED FLOOR PLAN
3/32" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF FLORIDA.
NAME: PAUL KUEHN AIA
LICENSE# AR0012166

ARCHITECT : PAUL KUEHN AIA
TED GLASRUD ASSOCIATES, MN, L.L.C.
1700 WEST HIGHWAY 36, SUITE 650
ROSEVILLE, MN 55113
(651) 361-8941 FAX (651) 361-8949

DEVELOPER:
TED GLASRUD ASSOCIATES, FL, L.L.C.
759 SOUTH FEDERAL HIGHWAY
STUART, FLORIDA 34994
(772) 781-0771 FAX (772) 781-0964

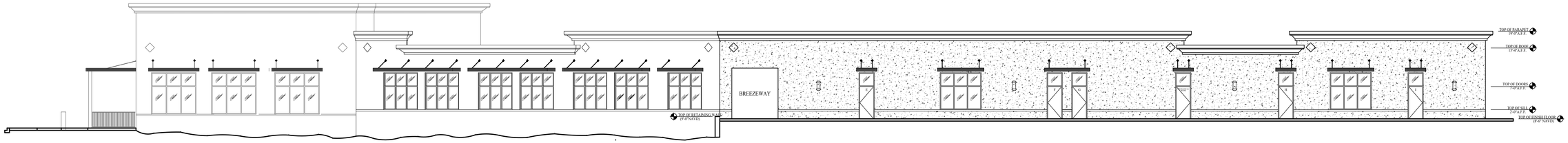
SHOPPES ON COLORADO ANNEX
704 SOUTH COLORADO AVENUE
SUITE A - SUITE I
STUART, FLORIDA 34994

PROPOSED BUILDING SHOPPES ON COLORADO ANNEX

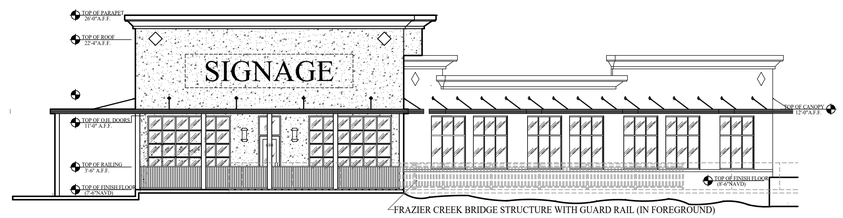
DIMENSIONED FLOOR PLAN

DATE: OCTOBER 21, 2019
DRAWN BY: JDP
CHECKED BY: PAUL KUEHN
SCALE: AS SHOWN
REVISIONS:

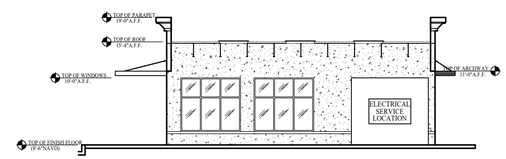
SHEET NO.
A1



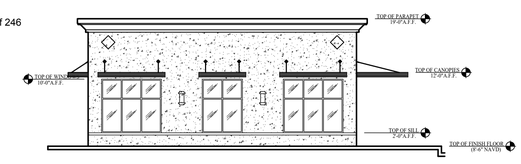
1 A2 REAR ELEVATION (NORTH)
3/32" = 1'-0"



2 A2 RIGHT ELEVATION (EAST)
3/32" = 1'-0"

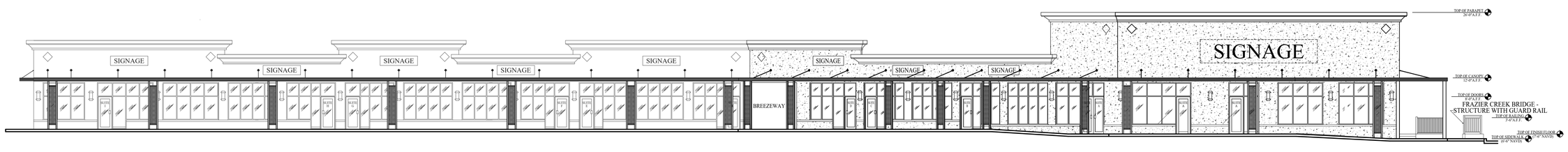


3 A2 BREEZEWAY ELEVATION (EAST)
3/32" = 1'-0"



4 A2 LEFT ELEVATION (WEST)
3/32" = 1'-0"

5 A2 BREEZEWAY ELEVATION (WEST)
3/32" = 1'-0"



6 A2 FRONT ELEVATION (SOUTH)
3/32" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF FLORIDA.
NAME: PAUL KUEHN AIA
LICENSE# AR0012166

ARCHITECT : PAUL KUEHN AIA
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DEVELOPER:
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759 SOUTH FEDERAL HIGHWAY
STUART, FLORIDA 34994
(772) 781-0771 FAX (772) 781-0964

SHOPPES ON COLORADO ANNEX
704 SOUTH COLORADO AVENUE
SUITE A - SUITE I
STUART, FLORIDA 34994

PROPOSED BUILDING SHOPPES ON COLORADO ANNEX

EXTERIOR ELEVATIONS

DATE: OCTOBER 21, 2019
DRAWN BY: JDP
CHECKED BY: PAUL KUEHN
SCALE: AS SHOWN
REVISIONS:

SHEET NO.
A2

AC	ACRE
A/C	AIR CONDITIONER
ALUM	ALUMINUM
ANC	ANCHOR
APPROX	APPROXIMATE
AVE	AVENUE
BRG	BEARING
BLK	BLOCK
BLVD	BOULEVARD
BLDG	BUILDING
BM	BENCHMARK
BST	BELLSOUTH TELEPHONE BOX
CATV	CABLE TELEVISION BOX
C	CALCULATED
CB	CATCH BASIN
Δ	CENTRAL ANGLE
CLF	CHAINLINK FENCE
CHD	CHORD
CONC	CONCRETE
CBS	CONC. BLOCK STRUCTURE
CM	CONCRETE MONUMENT
CNR	COULD NOT READ
CPP	CONCRETE POWER POLE
COR	CORNER
COV	COVERED
CMP	CORRUGATED METAL PIPE
CVG	CONCRETE VALLEY GUTTER
D	DEED
D/F	DRAINFIELD
DE	DRAINAGE EASEMENT
	DRAINAGE FLOW
ESMT	EASEMENT
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EM	ELECTRIC METER
ES	ELECTRIC SERVICE
ELEV	ELEVATION
ENCL	ENCLOSURE
X 17.00	EXISTING ELEVATION
FT	FEET
F	FIELD MEASUREMENT
FNC	FENCE
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FPL	FLORIDA POWER & LIGHT
FND	FOUND
GOVT	GOVERNMENT
HDPE	HIGH-DENSITY POLYETHYLENE
I & E	INGRESS & EGRESS EASEMENT
INV	INVERT
IB	IRON BAR
IP	IRON PIPE
IB & C	IRON BAR & CAP
IP & C	IRON PIPE & CAP
L	ARC LENGTH
LE	LANDSCAPE EASEMENT
LB	LICENSED BUSINESS NUMBER
LP	LIGHT POLE
M & W	MAG NAIL & WASHER
MAG	MAG NAIL
ME	MAINTENANCE EASEMENT
MH	MANHOLE
MHWL	MEAN HIGH WATER LINE
MF	METAL FENCE
N & TT	NAIL & TIN TAB
N & W	NAIL & WASHER
NAVD	NORTH AMERICAN VERTICAL DATUMN
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO ID	NO IDENTIFICATION
NTS	NOT TO SCALE
NAD	NORTH AMERICAN DATUM
ORB	OFFICIAL RECORD BOOK
O/S	OFFSET
OHW	OVERHEAD WIRE
PG	PAGE
PK	PARKER-KALON NAIL
PK & TT	PARKER-KALON NAIL & TIN TAB
PK & W	PARKER-KALON NAIL & WASHER
PVMT	PAVEMENT
PRM	PERMANENT REFERENCE MONUMENT
P	PLAT
PB	PLATBOOK
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POE	POINT OF ENCROACHMENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PP	POWER POLE
PUE	PRIVATE UTILITY EASEMENT
PLS	PROFESSIONAL LAND SURVEYOR
R	PROPERTY LINE
PROP	PROPOSED
+ 17.00	PROPOSED ELEVATION
PRO	PRORATED
R	RADIUS
RAD	RADIAL
RRS	RAILROAD SPIKE
RNG	RANGE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SS	SANITARY SEWER
SECT	SECTION
SET I.B.	SET 5/8 IRON BAR & CAP #4049
SET PK	SET PK NAIL & WASHER #4049
S/T	SEPTIC TANK
S/W	SIDEWALK
S/F	SQUARE FEET
S/D	SUBDIVISION
T	TANGENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TRANS	TRANSFORMER
TYP	TYPICAL
UDE	UTILITY & DRAINAGE EASEMENT
UE	UTILITY EASEMENT
VF	VINYL FENCE
WF	WOOD FENCE
WM	WATER METER
WV	WATER VALVE
WPP	WOOD POWER POLE
ø	DIAMETER

TREE TABLE/CHART

TREE #	TREE DIAMETER	TREE SPECIES
#1	16"	OAK
#2	12"	OAK
#3	12"	OAK
#4	9"	OAK
#5	7"	OAK
#6	5"	OAK
#7	12"	OAK
#8	11"	OAK
#9	10"	OAK
#10	12"	OAK
#11	12"	OAK
#12	10"	OAK
#13	12"	OAK
#14	12"	PALM
#15	20"	PALM
#16	11"	PALM
#17	12"	PALM
#18	10"	PALM
#19	17"	OAK
#20	15"	OAK
#21	16"	OAK
#22	20"	PINE
#23	15"	PALM
#24	24"	PINE
#25	12"	PALM
#26	12"	PALM
#27	14"	PALM
#28	14"	OAK
#29	20"	PALM
#30	14"	PALM
#31	20"	PALM
#32	24"	PINE
#33	8"	PALM
#34	18"	PALM
#35	14"	PALM
#36	20"	PALM
#37	8"	PALM
#38	18"	PALM
#39	10"	OAK
#40	2.5"	LAUREL OAK
#41		SHORT LEAF FIG
#42	9"	LAUREL OAK
#43	8"	PALM
#44	15"	PALM
#45	18"	PALM
#46	14"	PALM

Date of field survey:
05/25/2018

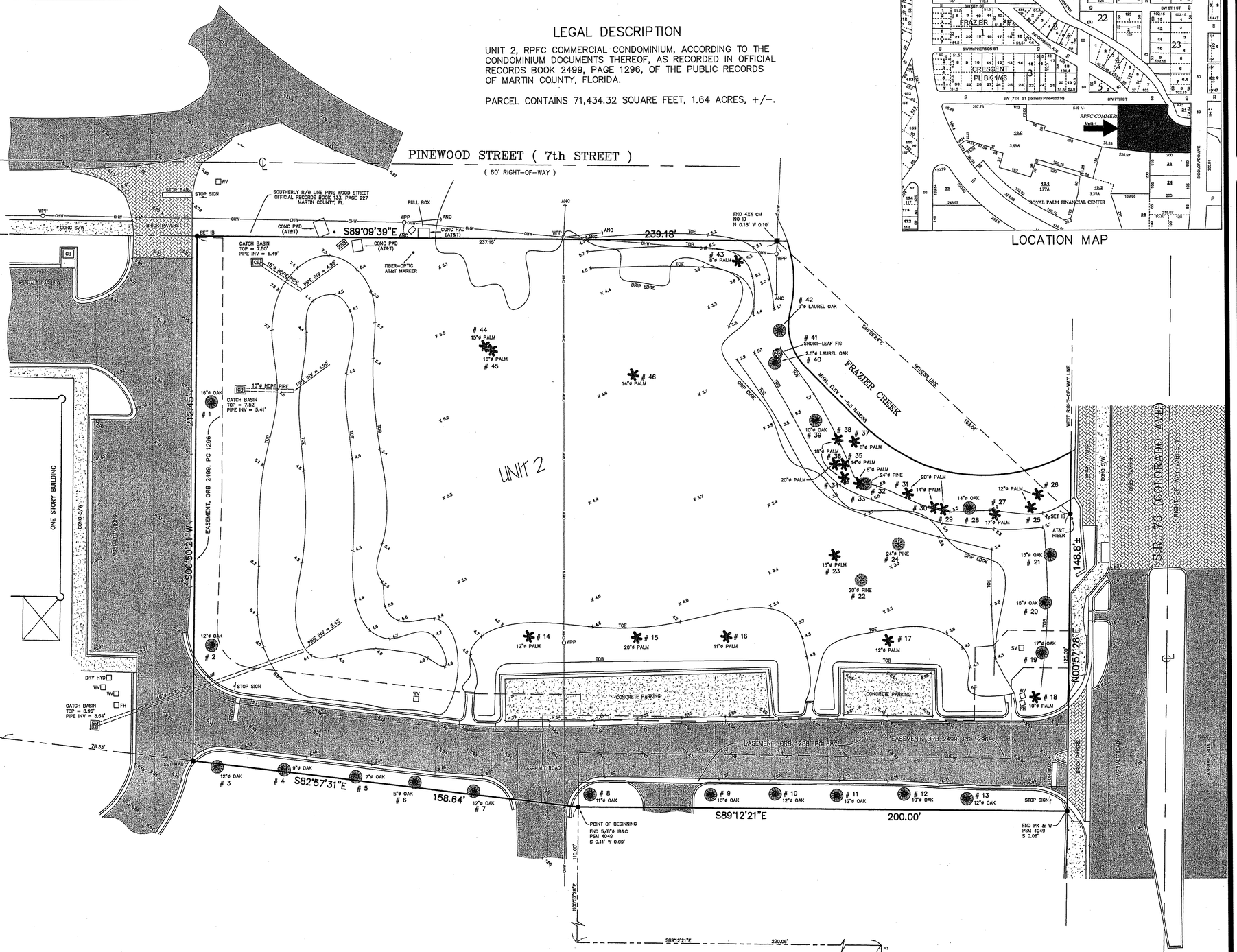
NOTES:

1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the East line of Section 5, Township 38 South, Range 41 East, (also being the East line of government lot 7), calculated from the State Plane Coordinate System, NAD 1983, as North 00°57'28" East, with all others relative thereto.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark FC-C.
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0134G, dated 03/16/2015, locates the parcel in Zone X, AE, base flood elevation N/A, 6 feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.
8. The expected use of the survey and map is for commercial.
9. All measurements are in accordance with the United States standard, in feet.
10. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

LEGAL DESCRIPTION

UNIT 2, RPFC COMMERCIAL CONDOMINIUM, ACCORDING TO THE CONDOMINIUM DOCUMENTS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 2499, PAGE 1296, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL CONTAINS 71,434.32 SQUARE FEET, 1.64 ACRES, +/-.



LOCATION MAP

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

1. PROPERTY ADDRESS: UNASSIGNED
2. CERTIFIED TO: TED GLASRUD ASSOCIATES FL, LLC

POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 5
TOWNSHIP 38 SOUTH RANGE 41 EAST

N00°57'28"E 2499.00' (BEARING BASE)
EAST LINE SECTION 5, TOWNSHIP 38 S, RANGE 41 E & GOVERNMENT LOT 7

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

REVISIONS	BY
UPDATE BOUNDARY & TREE/TOPO SURVEY 02/05/2019	S.J.B.
ADDED TREE CHART 02/08/2019	S.J.B.

PREPARED FOR: TED GLASRUD ASSOCIATES FL, LLC

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER:6484
SURVEYORS · DESIGNERS · LANDPLANNERS · CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE: (772)-288-7176

TREE, TOPOGRAPHIC AND BOUNDARY SURVEY

DRAWN	R.F.C.
CHECKED	S.J.B.
DATE	06/16/2018
SCALE	1" = 20'
JOB NO.	3350-30-01B
SHEET	ONE

OF ONE SHEETS

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

SHOPPES ON COLORADO

Prepared for:

Kristen Brown
Ted Glasrud Associates, Inc
759 SW Federal Highway, Suite 217
Stuart, FL 34994

Prepared by:

O'Rourke Engineering & Planning
969 SE Federal Highway, Suite 402
Stuart, Florida 34994
772-781-7918

October 3, 2019

MR19082.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 969 SE Federal Highway, Ste. 402 Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 10/7/19 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

October 3, 2019

Ms. Kristen Brown
Ted Glasrud Associates, Inc
759 SW Federal Highway, Suite 217
Stuart, FL 34994

Re: Shoppes on Colorado

Dear Ms. Brown:

O'Rourke Engineering & Planning has completed the traffic analysis of the proposed development of 4,359 square feet of retail; 4,837 square feet of office and 2,592 square feet of restaurant in Stuart, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please do not hesitate to contact our office.

Respectfully submitted,
O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
President

C2 – Report - Shoppes at Colorado – 10.3.19

969 SE Federal Hwy, Suite 402 | Stuart, FL 34994 | 772-781-7918 | SEORourke@comcast.net

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LINK ANALYSIS / CONCURRENCY REVIEW	5
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APPENDICES

APPENDIX A: Site Plan/Internal Trip Matrix
APPENDIX B: Martin County 2018 LOS Report
APPENDIX C: Intersection Analysis Data

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed 4,359 square feet of retail, 4,837 square feet of office and 2,592 square feet of restaurant to be located west of Colorado Avenue and north of A Street in Stuart, Florida. The purpose of this report is to determine the project impact on the surrounding roadway system.

In order to make the determination that the project complies with City of Stuart Concurrency Guidelines, the following analytical steps were taken:

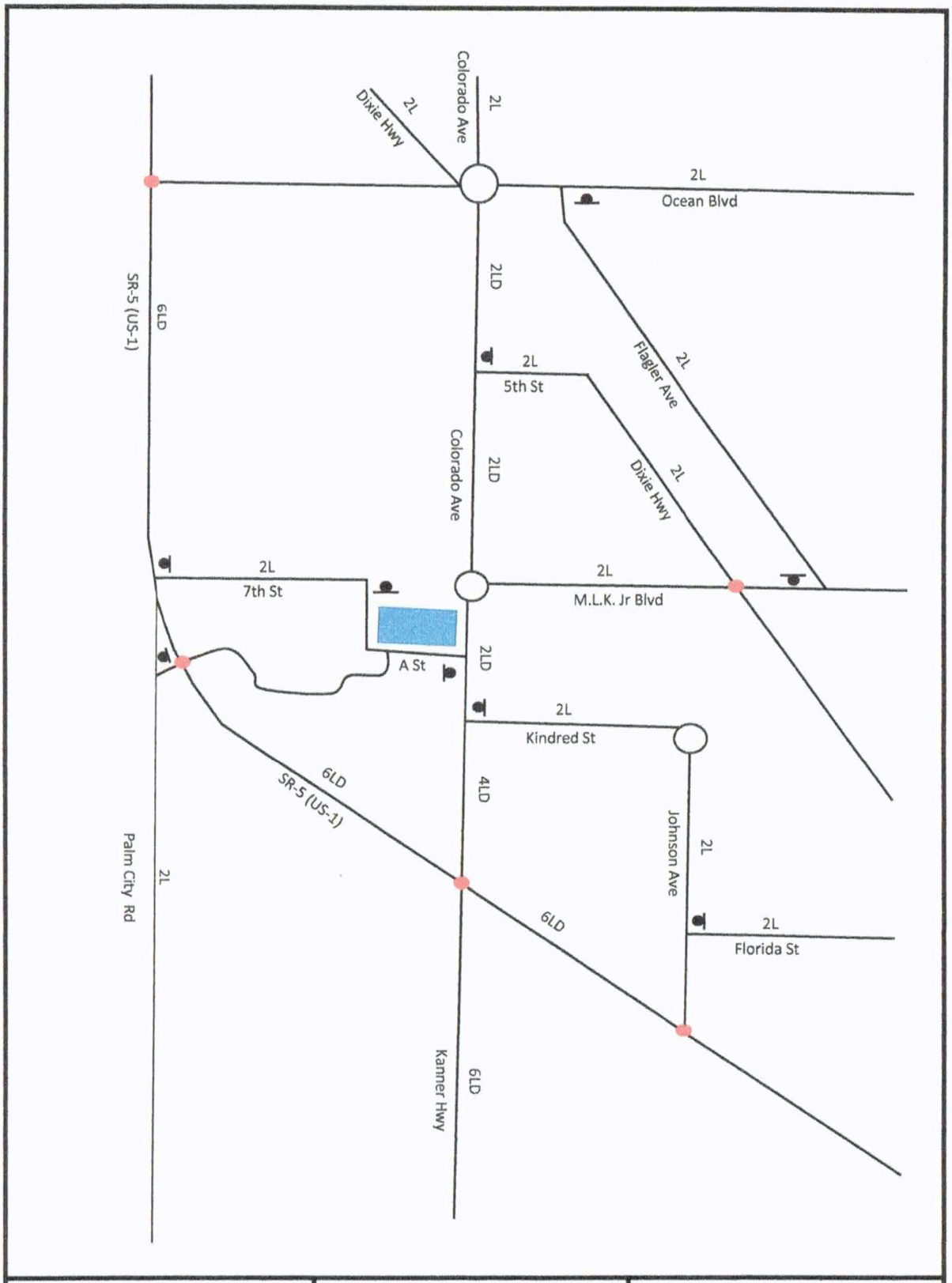
- summary of the project
- summary of existing lane geometries
- summary of existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of short-term cumulative traffic volumes
- summary of levels of service with project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The project is 4,359 square feet of retail, 4,837 square feet of office and 2,592 square feet of restaurant to be located west of Colorado Avenue and north of A Street. The project location is shown in **Figure 1**.

The project site plan is provided in **APPENDIX A.**



NTS

O'ROURKE ENGINEERING & PLANNING

969 SE Federal Hwy, Suite 402
Stuart, Fl, 34994

Job #: Date:

Legend

= Project Location

= Signalized Intersection

= Stop Sign

#L = Number of Lanes

Figure 1

Project Location

Shoppes at Colorado

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway and immediate accessed link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Federal Highway (US-1) is a six-lane divided arterial roadway with a north/south alignment.
- A Street is a two-lane local roadway with an east/west alignment.
- Colorado Avenue is a two-lane arterial roadway with a north/south alignment.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the Martin County 2018 Roadway Level of Service Inventory Report and from traffic counts. The number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the 2018 Martin County Level of Service Report. The FDOT 2012 Quality/Level of Service Handbook Tables were used to develop service volumes for roadways not included in the Martin County Level of Service Report. These documents are included in **APPENDIX B.**

PROJECT TRAFFIC

To estimate traffic generated by the project, the ITE Trip Generation, 10th Edition trip rates were applied. Pass by percentage rates were obtained from the Martin County Impact Fee Study. These calculations provide an estimate of the typical generation. Trip generation for the project is shown in **Table 1.** The internal trip matrix is included in **APPENDIX A.**

As shown, the project will generate 470 net new daily trips. There will be 20 AM peak hour trips and 38 PM peak hour trips.

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Small Office Building	712	4,837	Sft	T = 16.19(X)	50%	50%	39	39	78	7	36	43	55.1%	32	3	35	2	2	4	10.0%	30	1	31
Shopping Center	820	4,359	Sft	Ln(T) = 0.68Ln(X) + 5.57	50%	50%	357	357	714	31	48	79	11.1%	326	309	635	153	152	305	48.0%	173	157	330
High-Turnover (Sit-Down) Restaurant	932	2,592	Sft	T = 112.18(X)	50%	50%	146	145	291	71	25	96	33.0%	75	120	195	43	43	86	44.0%	32	77	109
TOTALS							**542**	**541**	**1,083**	**109**	**109**	**218**	**20.1%**	**433**	**432**	**865**	**198**	**197**	**395**	**45.7%**	**235**	**235**	**470**

Source: ITE 10th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Small Office Building	712	4,837	Sft	T = 1.92(X)	83%	17%	7	2	9	1	2	3	33.3%	6	-	6	1	-	1	10.0%	5	-	5
Shopping Center	820	4,359	Sft	T = 0.94(X)	62%	38%	2	2	4	1	-	1	25.0%	1	2	3	1	-	1	48.0%	-	2	2
High-Turnover (Sit-Down) Restaurant	932	2,592	Sft	T = 9.94(X)	55%	45%	14	12	26	1	1	2	7.7%	13	11	24	6	5	11	44.0%	7	6	13
TOTALS							**23**	**16**	**39**	**3**	**3**	**6**	**15.4%**	**20**	**13**	**33**	**8**	**5**	**13**	**39.4%**	**12**	**8**	**20**

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Small Office Building	712	4,837	Sft	T = 2.45(X)	32%	68%	4	8	12	1	2	3	25.0%	3	6	9	-	1	1	10.0%	3	5	8
Shopping Center	820	4,359	Sft	Ln(T) = 0.74Ln(X) + 2.89	48%	52%	25	28	53	6	6	12	22.6%	19	22	41	9	11	20	48.0%	10	11	21
High-Turnover (Sit-Down) Restaurant	932	2,592	Sft	T = 9.77(X)	62%	38%	16	9	25	5	4	9	36.0%	11	5	16	4	3	7	44.0%	7	2	9
TOTALS							**45**	**45**	**90**	**12**	**12**	**24**	**26.7%**	**33**	**33**	**66**	**13**	**15**	**28**	**42.4%**	**20**	**18**	**38**

Source: ITE 10th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

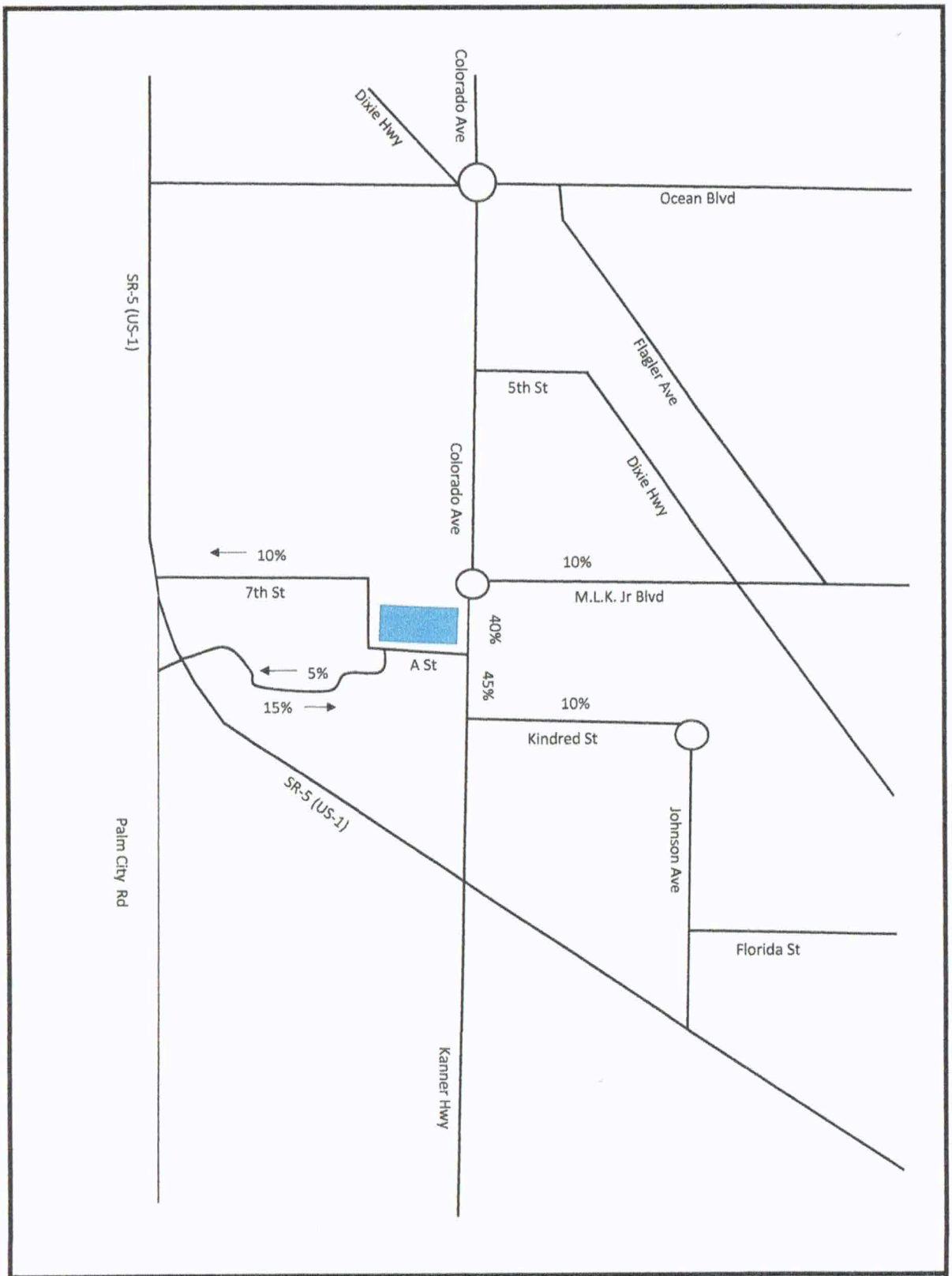
Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2**.

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Project traffic is considered significant when the impact is 5% or more of LOS D. As shown, there are no links with a 5% or greater impact. Therefore, only the first directly accessed link will be analyzed.

LINK ANALYSIS / CONCURRENCY REVIEW

In order to assess the impact on the adjacent links, the total traffic on the links at project buildout were compared to the roadway capacity. To estimate the total traffic in 2021, turning movement counts were conducted at the intersections of Colorado Avenue at Kindred Street and Colorado Avenue at A Street. The counts were used to establish the existing traffic on A Street and Colorado Avenue. The existing volumes were grown two years using a 1.4% growth rate from the average growth rate on SR-5 (US-1) in the area of the project. The project traffic was then added to determine the 2021 Total Traffic.

Tables 3a and 3b summarize the results of the link analysis. As shown, the roadways will operate at acceptable levels of service.



O'ROURKE ENGINEERING & PLANNING

NTS 969 SE Federal Hwy, Suite 402
Stuart, Fl, 34994

Job #: Date:

Legend

= Project Location

Figure 2

Percent Assignment

Shoppes at Colorado

Table 2a: Percent Impact - AM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D (1) Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Colorado Ave	SR-5	A Street	NB	IN	2L	no	1,190	5	45%	0.42%
	SR-5	A Street	SB	OUT	2L	no	1,190	4	45%	0.34%
	A Street	Ocean Blvd	NB	OUT	2L	no	1,190	3	40%	0.25%
	A Street	Ocean Blvd	SB	IN	2L	no	1,190	5	40%	0.42%
A Street	Colorado Ave	SW 7th St	EB	OUT	2L	no	750	7	85%	0.93%
	Colorado Ave	SW 7th St	WB	IN	2L	no	750	10	85%	1.33%

(1) 2012 FDOT Quality Level of Service Handbook Tables

In: 12
Out: 8

Table 2b: Percent Impact - PM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D (1) Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Colorado Ave	SR-5	A Street	NB	IN	2L	no	1,190	9	45%	0.76%
	SR-5	A Street	SB	OUT	2L	no	1,190	8	45%	0.67%
	A Street	Ocean Blvd	NB	OUT	2L	no	1,190	7	40%	0.59%
	A Street	Ocean Blvd	SB	IN	2L	no	1,190	8	40%	0.67%
A Street	Colorado Ave	SW 7th St	EB	OUT	2L	no	750	15	85%	2.00%
	Colorado Ave	SW 7th St	WB	IN	2L	no	750	17	85%	2.27%

(1) 2012 FDOT Quality Level of Service Handbook Tables

In: 20
Out: 18

Table 3a: Link Analysis - AM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2019 Volume Peak Hour (2) Peak Direction	Growth Rate (3)	2021 Volume Peak Hour Peak Direction	LOS D (1) Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Colorado Ave	SR-5	A Street	NB	IN	2L	no	1102	1.014	1,133	1,190	5	45%	0.42%	1,138	Yes
	SR-5	A Street	SB	OUT	2L	no	475	1.014	488	1,190	4	45%	0.34%	492	Yes
	A Street	Ocean Blvd	NB	OUT	2L	no	1102	1.014	1,133	1,190	3	40%	0.25%	1,136	Yes
	A Street	Ocean Blvd	SB	IN	2L	no	475	1.014	488	1,190	5	40%	0.42%	493	Yes
A Street	Colorado Ave	SW 7th St	EB	OUT	2L	no	15	1.014	15	750	7	85%	0.93%	22	Yes
	Colorado Ave	SW 7th St	WB	IN	2L	no	66	1.014	68	750	10	85%	1.33%	78	Yes

(1) 2012 FDOT Quality Level of Service Handbook Tables
(2) From Turning Movement Counts
(3) Martin County Level of Service Inventory Report for US 1

In:	12
Out:	8
Years Grown:	2

Table 3b: Link Analysis - PM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2019 Volume Peak Hour (2) Peak Direction	Growth Rate (3)	2021 Volume Peak Hour Peak Direction	LOS D (1) Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Colorado Ave	SR-5	A Street	NB	IN	2L	no	964	1.014	991	1,190	9	45%	0.76%	1,000	Yes
	SR-5	A Street	SB	OUT	2L	no	1139	1.014	1,171	1,190	8	45%	0.67%	1,179	Yes
	A Street	Ocean Blvd	NB	OUT	2L	no	964	1.014	991	1,190	7	40%	0.59%	998	Yes
	A Street	Ocean Blvd	SB	IN	2L	no	1139	1.014	1,171	1,190	8	40%	0.67%	1,179	Yes
A Street	Colorado Ave	SW 7th St	EB	OUT	2L	no	152	1.014	156	750	15	85%	2.00%	171	Yes
	Colorado Ave	SW 7th St	WB	IN	2L	no	53	1.014	54	750	17	85%	2.27%	71	Yes

(1) 2012 FDOT Quality Level of Service Handbook Tables
(2) From Turning Movement Counts
(3) Martin County Level of Service Inventory Report for US 1

In:	20
Out:	18
Years Grown:	2

INTERSECTION ANALYSIS

Turning movement counts were conducted in September of 2019 at the intersections of Colorado Avenue at Kindred Street and Colorado Avenue at A Street. A seasonal factor of 1.29 was applied. The existing volumes were grown two years using a 1.4% growth rate from the average growth rate on SR-5 (US-1) in the area of the project. The project traffic was then added to determine the 2021 Total Traffic at the intersections.

The intersections were analyzed using the Highway Capacity Software. The intersection of Colorado Avenue and Kindred Street has a delay of 35.3 seconds per vehicle for the westbound approach and an overall delay of 2.4 seconds per vehicle in the AM peak hour and a delay of 34.3 seconds per vehicle for the westbound approach and an overall delay of 3.3 seconds per vehicle in the PM peak hour with the existing traffic. The intersection of Colorado Avenue and A Street has a delay of 11.6 seconds per vehicle for the eastbound approach and an overall delay of 0.1 seconds per vehicle for the AM peak hour and a delay of 47.8 seconds per vehicle for the eastbound approach and an overall delay of 3.2 seconds per vehicle for the PM peak hour with the existing traffic.

Under buildout conditions, the intersection of Colorado Avenue and Kindred Street will have a delay of 39.2 seconds per vehicle for the westbound approach and an overall delay of 2.6 seconds per vehicle in the AM peak hour and a delay of 39.0 seconds per vehicle for the westbound approach and an overall delay of 3.7 seconds per vehicle in the PM peak hour. The intersection of Colorado Avenue and A Street will have a delay of 11.9 seconds per vehicle for the eastbound approach and an overall delay of 0.2 seconds per vehicle for the AM peak hour and a delay of 68.0 seconds per vehicle for the eastbound approach and an overall delay of 5.0 seconds per vehicle for the PM peak hour.

As shown, both intersections will operate at acceptable levels of service based on overall delay with more delay to the side streets. Adequate storage is available for queueing vehicles.

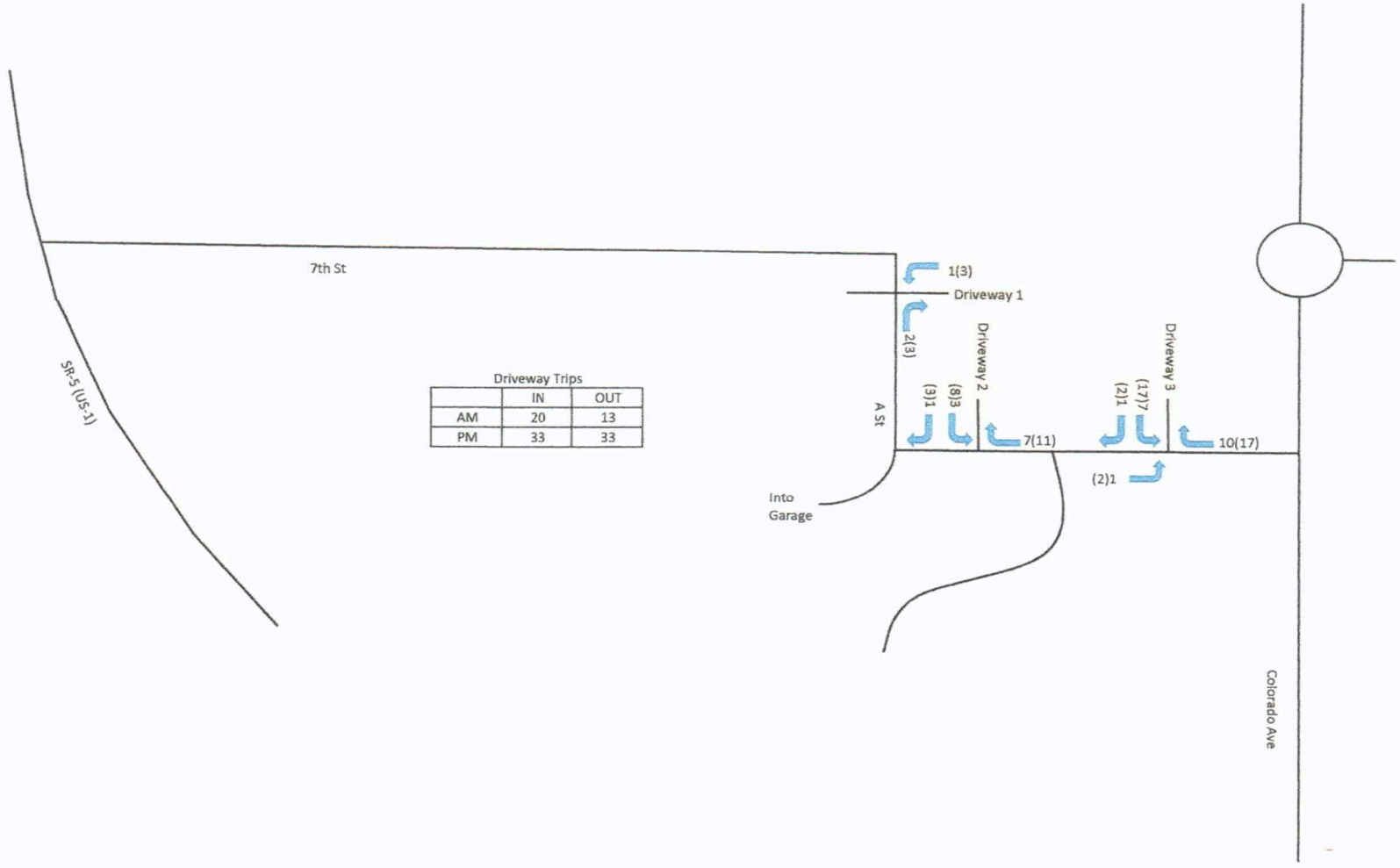
The intersection data and turning movement counts data are shown in **APPENDIX C.**

DRIVEWAY ANALYSIS

The site will have access via three full access driveways onto A Street. **Figure 3** shows the driveway locations and volumes in the AM and PM peak hour.

CONCLUSION

With 470 daily trips, 20 AM peak hour trips and 38 PM peak hour trips, the project does not create the need for additional improvements to the roadway network. Therefore, the project meets the requirements for concurrency.



Driveway Trips

	IN	OUT
AM	20	13
PM	33	33

NTS

O'ROURKE ENGINEERING & PLANNING

969 SE Federal Hwy, Suite 402
Stuart, Fl, 34994

Job Number:

Date:

Legend

XX(XX) = AM(PM)

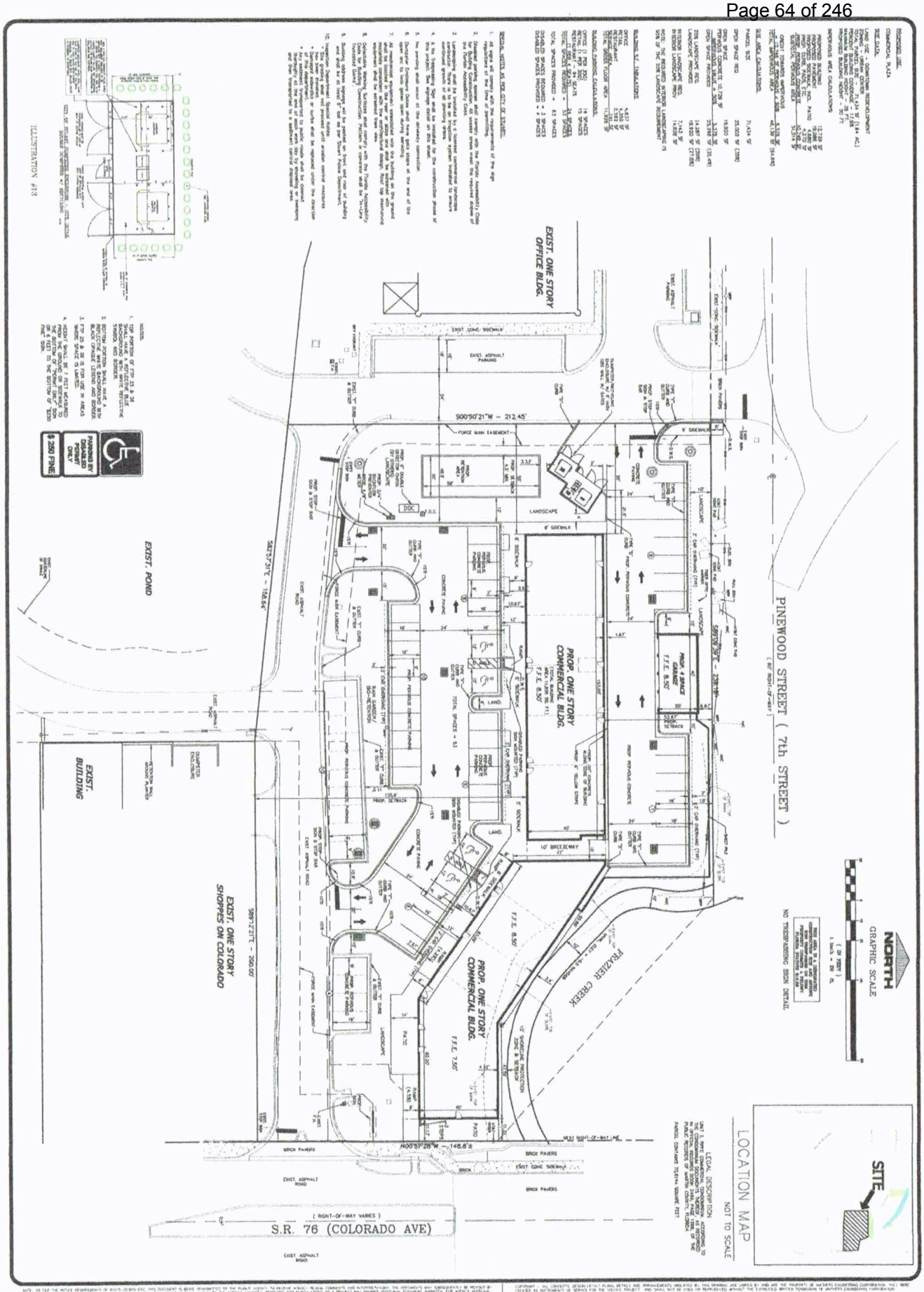
Figure 3

Driveway Volumes

Shoppes at Colorado

APPENDIX A

Site Plan



SHOPPES ON COLORADO ANNEX

CITY OF STUART, FLORIDA

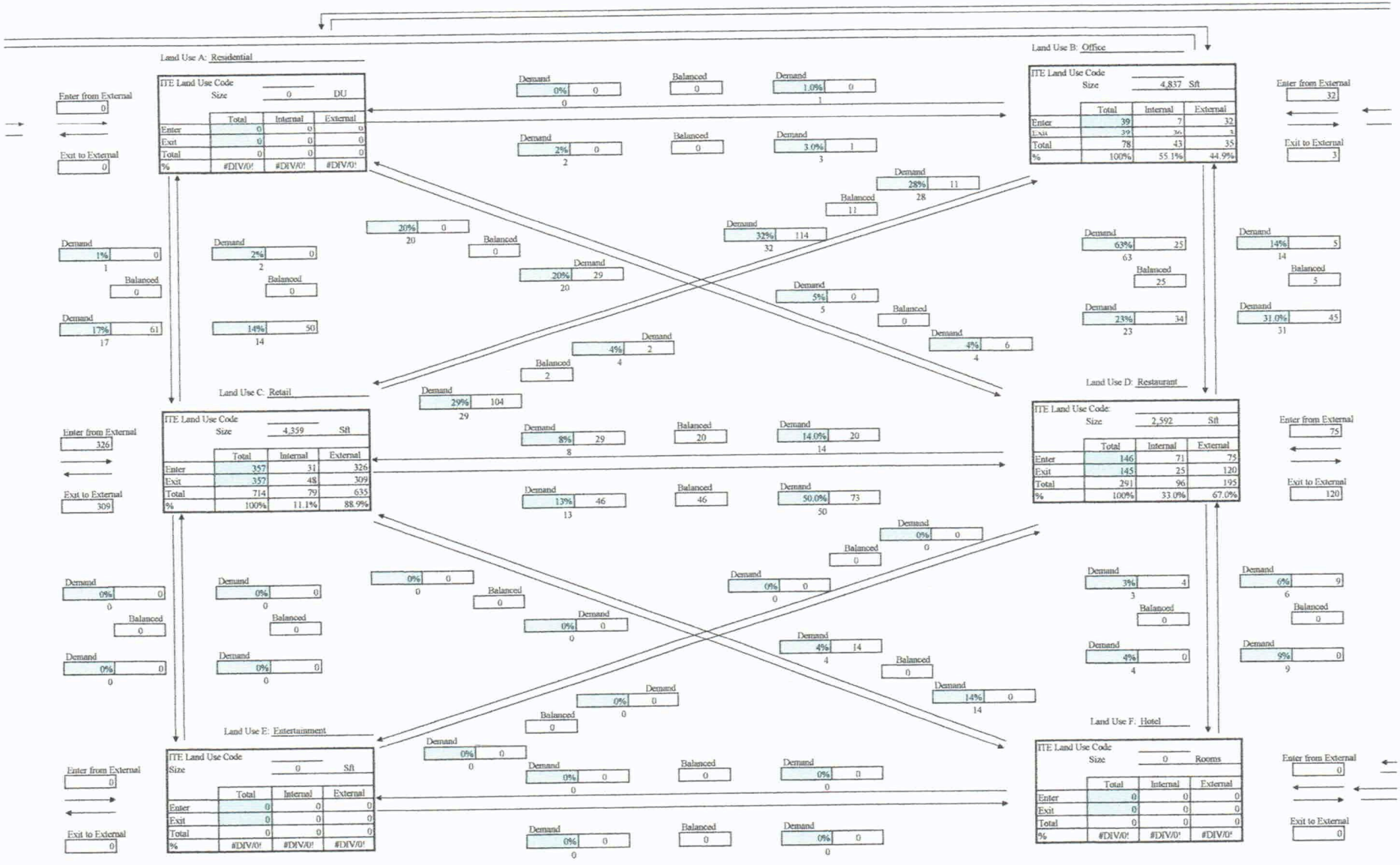
SITE PLAN

MATHERS ENGINEERING CORPORATION

TABLE 1: Daily Internal Traffic

PROJECT
TRIP INTERNALIZATION - Daily

Name of Devlpt: Shoppes on Colorado
Time Period: Daily Peak Hour



A-2

TABLE 1: AM Internal Traffic

PROJECT
TRIP INTERNALIZATION - AM

Name of Devlpt: Shoppes on Colorado
Time Period: AM Peak Hour

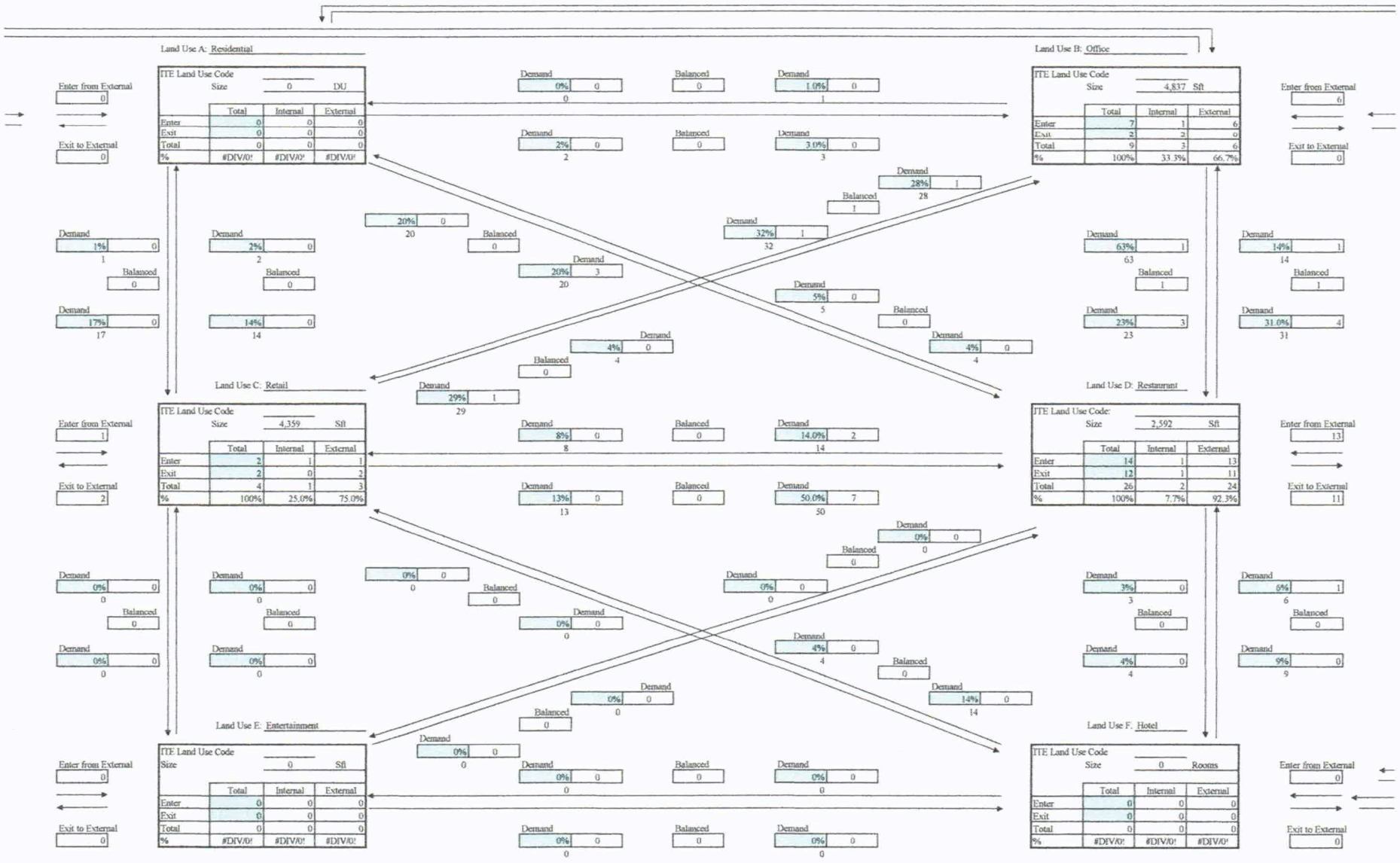
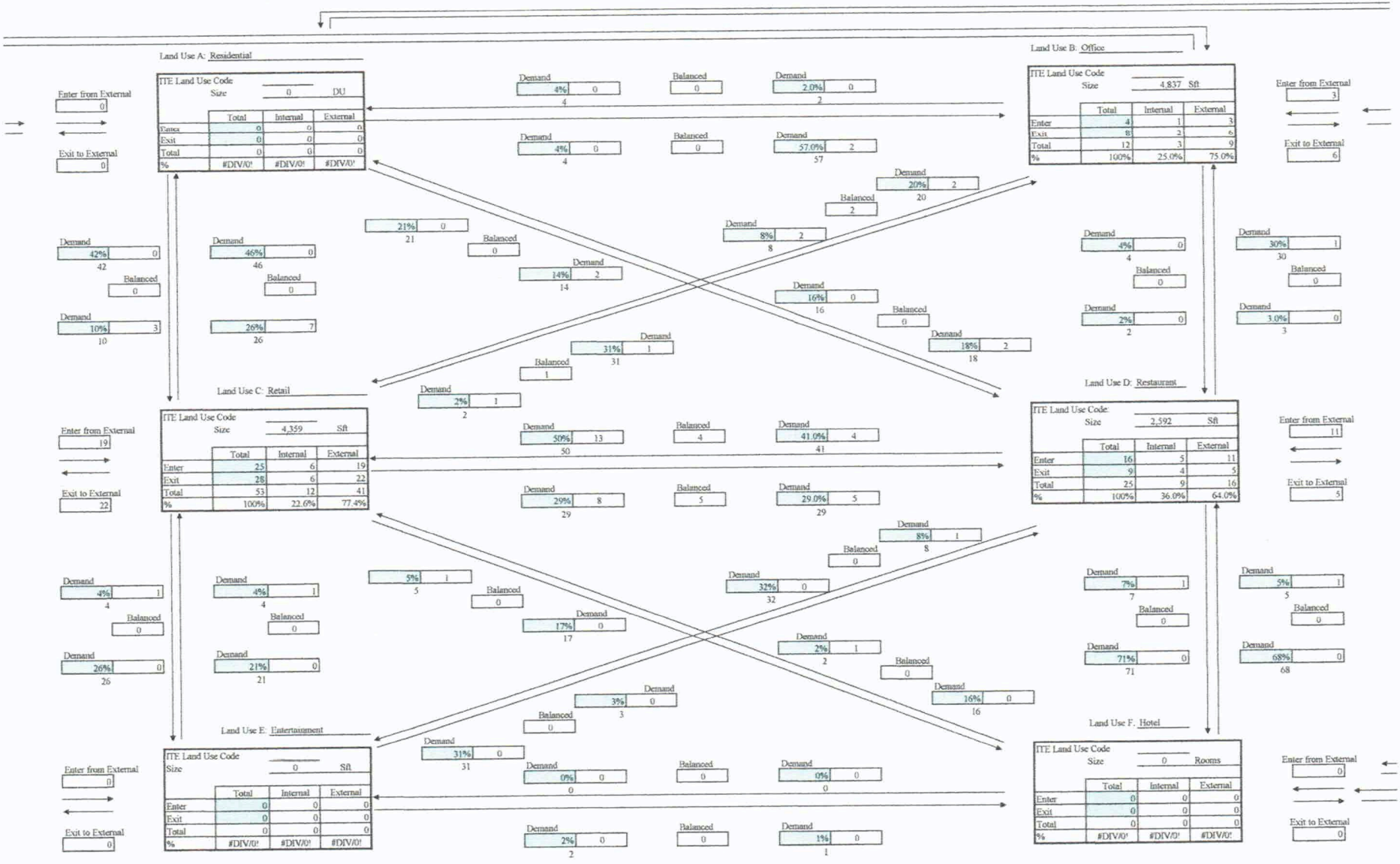


TABLE 1: PM Internal Traffic

PROJECT
TRIP INTERNALIZATION - PM

Name of Devlpt: Shoppes on Colorado
Time Period: PM Peak Hour



APPENDIX B

Martin County 2018 LOS Report

Martin County 2018 Roadway Level of Service Inventory Report

Road Name	From	To	Generalized Service Capacity	2018 Average Annual Daily Traffic	Peak Hour Factor K_{30}	Directional Distribution D_{100}	2018 Peak Hour Directional Volume	2018 Generalized LOS	Avg. Annual Growth Rate
Salerno Rd	Willoughby Blvd	SR-5	790	9,765	0.12	0.62	727	D	1.8%
Salerno Rd	SR-5	Commerce Ave	750	9,439	0.08	0.55	431	D	0.5%
Salerno Rd	Commerce Ave	CR-A1A	750	7,502	0.09	0.51	337	C	0.5%
Seabranch Blvd	Doubletree Dr	SR-5	2000	6,403	0.09	0.55	310	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	675	9,542	0.09	0.52	461	D	1.0%
Skyline Dr	CR-707A	CR-707	675	2,064	0.08	0.55	87	C	3.0%
SR-5 (US-1)	Palm Beach County	CR-A1A	3110	21,690	0.09	0.56	1,032	A/B	3.8%
SR-5 (US-1)	CR-A1A	CR-708	2000	17,113	0.09	0.68	1,094	C	3.1%
SR-5 (US-1)	CR-708	Osprey St	2000	24,451	0.10	0.65	1,589	C	2.0%
SR-5 (US-1)	Osprey St	Seabranch Blvd	2000	24,010	0.08	0.61	1,128	C	1.2%
SR-5 (US-1)	Seabranch Blvd	Cove Rd	3020	30,639	0.08	0.51	1,313	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	3020	34,682	0.08	0.54	1,461	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	3020	42,146	0.08	0.52	1,775	C	0.9%
SR-5 (US-1)	Monroe St	Indian St	3020	45,627	0.08	0.52	1,922	C	1.3%
SR-5 (US-1)	Indian St	SR-714	3020	45,758	0.09	0.51	2,194	C	0.9%
SR-5 (US-1)	SR-714	SR-5A	3020	38,109	0.09	0.54	1,934	C	0.7%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	3020	36,130	0.09	0.51	1,640	C	0.5%
SR-5 (US-1)	SR-76	Palm City Rd	2520	49,890	0.08	0.57	2,247	D	1.4%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	2520	55,868	0.08	0.64	2,860	F	0.8%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	3020	59,857	0.08	0.60	2,892	C	1.4%
SR-5 (US-1)	Wright Blvd	Baker Rd	3020	54,975	0.08	0.50	2,172	C	1.1%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

Martin County 2018 Roadway Level of Service Inventory Report

Road Name	From	To	Generalized Service Capacity	2018 Average Annual Daily Traffic	Peak Hour Factor K_{30}	Directional Distribution D_{100}	2018 Peak Hour Directional Volume	2018 Generalized LOS	Avg. Annual Growth Rate
SR-732 (Causeway Blvd)	CR-707	SR-A1A	1190	13,403	0.10	0.51	684	C	0.8%
SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	2000	25,891	0.10	0.52	1,319	C	0.5%
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	2000	24,869	0.09	0.56	1,253	C	0.5%
SR-76 (Kanner Hwy)	SR-15	SR-710	740	2,117	0.09	0.57	105	A/B	8.0%
SR-76 (Kanner Hwy)	SR-710	CR-708	740	3,488	0.08	0.59	171	A/B	8.0%
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	1200	3,027	0.11	0.54	180	A/B	1.9%
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	2000	12,928	0.12	0.52	813	C	1.2%
SR-76 (Kanner Hwy)	Locks Rd	Jack James	2000	20,494	0.09	0.60	1,082	C	2.0%
SR-76 (Kanner Hwy)	Jack James	Cove Rd	3020	45,918	0.10	0.52	2,409	C	2.4%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	3020	31,734	0.09	0.52	1,436	C	0.9%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	3020	29,492	0.10	0.52	1,468	C	2.6%
SR-76 (Kanner Hwy)	Indian St	SR-714	3020	21,161	0.07	0.52	759	C	0.5%
SR-76 (Kanner Hwy)	SR-714	SR-5	3020	25,033	0.08	0.50	1,001	C	0.5%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	1630	19,372	0.11	0.57	1,193	D	1.4%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	2000	21,532	0.09	0.51	1,010	C	0.5%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	925	12,803	0.09	0.54	650	C	0.5%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	1190	8,278	0.09	0.53	395	A/B	2.5%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	1190	14,957	0.12	0.54	953	D	3.6%
St Lucie Blvd	CR-A1A	Indian St	675	3,083	0.10	0.55	163	C	0.5%
St Lucie Blvd	Indian St	SR-A1A	675	7,420	0.11	0.54	421	D	0.8%
Westmoreland Blvd	St Lucie County	SR-5	790	12,542	0.08	0.60	632	D	2.6%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB); CR-713 (PM/NB); Murphy Rd (PM/NB); SR-5 (AM/SB); SR-714 [Palm City Bridge] (PM/WB) and SR-714 (PM/WB).

TABLE 7

Generalized **Peak Hour Directional** Volumes for Florida's **Urbanized Areas**[1]

12/18/12

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Lanes	B	C	D	E
2	2,260	3,020	3,660	3,940
3	3,360	4,580	5,500	6,080
4	4,500	6,080	7,320	8,220
5	5,660	7,680	9,220	10,360
6	7,900	10,320	12,060	12,500

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	420	840	1,190	1,640
2	Divided	1,810	2,560	3,240	3,590
3	Divided	2,720	3,840	4,860	5,380

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** **Not applicable for that level of service letter grade.** For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

APPENDIX C

Intersection Analysis Data

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
FILENAME:
COUNT DATE: 9/19/2019
REPORT DATE: 9/20/2019

DAY: Thursday
ANALYSIS YEAR: 2019

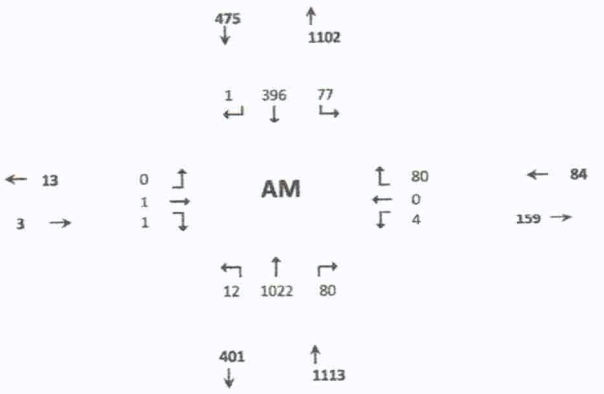
E/W STREET: Kindred St
CITY: Stuart
INTERSECTION:

CONTROL: TWSC

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	1	100	8	5	51	0	0	0	0	0	0	9	174	987
7:15-7:30	1	143	14	8	59	1	0	0	0	1	0	5	232	1076
7:30-7:45	17	150	16	8	62	0	0	0	0	1	0	6	260	1189
7:45-8:00	3	204	22	9	69	1	0	0	2	1	0	10	321	1265
8:00-8:15	1	155	15	17	60	0	0	0	0	0	0	15	263	1298
8:15-8:30	3	209	22	18	74	1	0	1	0	1	0	16	345	
8:30-8:45	2	209	11	7	91	0	0	0	0	0	0	16	336	
8:45-9:00	3	219	14	18	82	0	0	0	1	2	0	15	354	

AM PEAK HOUR IS FROM: 8:00AM TO 9:00AM

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	9	792	62	60	307	1	0	1	1	3	0	62	1298
Season Factor	12	1022	80	77	396	1	0	1	1	4	0	80	1674
Growth	12	1022	80	77	396	1	0	1	1	4	0	80	1674
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	12	1022	80	77	396	1	0	1	1	4	0	80	1674



Seasonal Factor: 1.29
Trips In
Trips Out
Growth Rate: 1
Years Grown:

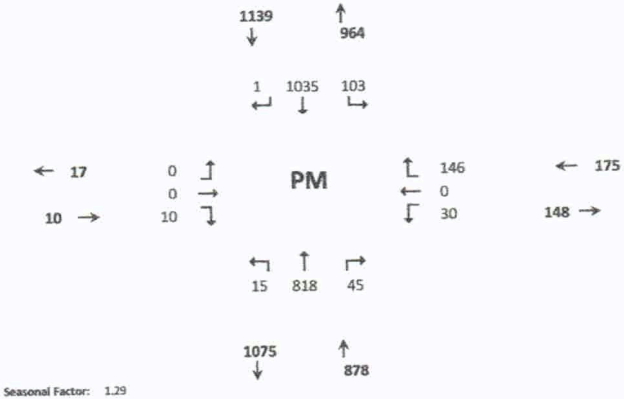
COUNT DATE: 9/18/2019

DAY: Wednesday

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	7	157	7	15	194	2	1	0	1	2	0	26	412	1607
4:15-4:30	7	176	8	18	160	1	0	0	1	1	0	22	394	1633
4:30-4:45	2	146	8	23	201	0	0	0	1	6	0	21	408	1708
4:45-5:00	1	149	9	21	170	0	0	0	2	12	0	29	393	1668
5:00-5:15	3	161	10	15	221	0	0	0	2	1	0	25	438	1585
5:15-5:30	6	178	8	21	210	1	0	0	3	4	0	38	469	
5:30-5:45	3	153	6	16	158	0	1	0	0	6	0	25	368	
5:45-6:00	5	145	3	13	127	0	0	0	0	5	0	12	310	

PM PEAK HOUR IS FROM: 4:30 PM TO 5:30PM

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	12	634	35	80	802	1	0	0	8	23	0	113	1708
Season Factor	15	818	45	103	1035	1	0	0	10	30	0	146	2203
Growth	15	818	45	103	1035	1	0	0	10	30	0	146	2203
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Project	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	15	818	45	103	1035	1	0	0	10	30	0	146	2203



Seasonal Factor: 1.29
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 0

HCS7 Two-Way Stop-Control Report

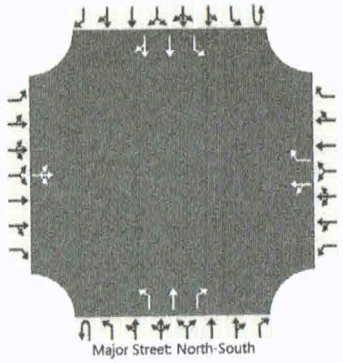
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2019
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Colorado & Kindred
Jurisdiction	Stuart
East/West Street	Kindred St
North/South Street	Colorado Ave
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	1	0	1	1	1	0	1	2	0
Configuration			LTR			LT		R		L	T	R		L	T	TR
Volume (veh/h)		0	1	1		4	0	80	0	12	1022	80		77	396	1
Percent Heavy Vehicles (%)		3	3	3		3	3	3	3	3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.56	6.56	6.96		7.56	6.56	6.96		4.16				4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.53	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			2			4		87		13				84		
Capacity, c (veh/h)			222			162		202		1117				573		
v/c Ratio			0.01			0.03		0.43		0.01				0.15		
95% Queue Length, Q_{95} (veh)			0.0			0.1		2.0		0.0				0.5		
Control Delay (s/veh)			21.4			27.8		35.7		8.3				12.4		
Level of Service (LOS)			C			D		E		A				B		
Approach Delay (s/veh)	21.4				35.3				0.1				2.0			
Approach LOS	C				E											

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Avg Intersection Delay = 2.4 s/v

$= 21.4(2) + 35.3(84) + 0.1(12+1022+80) + 2.0(77+396+1) = \frac{42.8+2965.2+111.4+94}{1674}$

HCS7 Two-Way Stop-Control Report

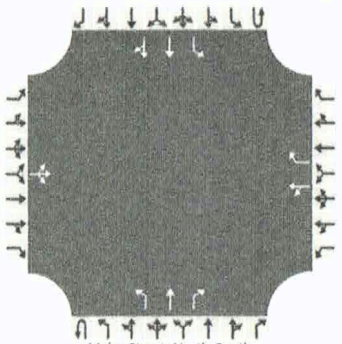
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2019
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Colorado & Kindred
Jurisdiction	Stuart
East/West Street	Kindred St
North/South Street	Colorado Ave
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	1	0	1	1	1	0	1	2	0
Configuration			LTR			LT		R		L	T	R		L	T	TR
Volume (veh/h)		0	0	10		30	0	146	0	15	818	45		103	1035	1
Percent Heavy Vehicles (%)		3	3	3		3	3	3	3	3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized					No				No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.56	6.56	6.96		7.56	6.56	6.96		4.16				4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.53	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			11			33		160		16				113		
Capacity, c (veh/h)						146		280		604				714		
v/c Ratio						0.23		0.57		0.03				0.16		
95% Queue Length, Q_{95} (veh)						0.8		3.3		0.1				0.6		
Control Delay (s/veh)						36.7		33.8		11.1				11.0		
Level of Service (LOS)						E		D		B				B		
Approach Delay (s/veh)					34.3				0.2				1.0			
Approach LOS					D											

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Avg Intersection Delay = 3.3 s/v

TURNING MOVEMENT VOLUME COUNTS

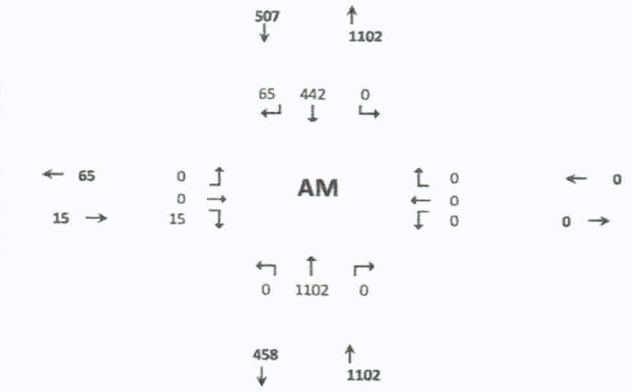
N/S STREET: Colorado Ave
FILENAME:
COUNT DATE: 9/19/2019
REPORT DATE: 9/20/2019

DAY: Thursday
ANALYSIS YEAR: 2019

E/W STREET: A St
CITY: Stuart
INTERSECTION:

CONTROL: TWSC

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	109	0	0	48	3	0	0	4	0	0	0	164	933
7:15-7:30	0	148	0	0	67	9	0	0	2	0	0	0	226	1032
7:30-7:45	0	156	0	0	68	8	0	0	2	0	0	0	234	1139
7:45-8:00	0	214	0	1	76	15	0	0	3	0	0	0	309	1228
8:00-8:15	0	170	0	0	75	15	0	0	3	0	0	0	263	1259
8:15-8:30	0	225	0	0	89	15	0	0	4	0	0	0	333	
8:30-8:45	0	225	0	0	84	10	0	0	4	0	0	0	323	
8:45-9:00	0	234	0	0	95	10	0	0	1	0	0	0	340	
AM PEAK HOUR IS FROM:			8:00AM TO 9:00AM											
Volumes	0	854	0	0	343	50	0	0	12	0	0	0	1259	
Season Factor	0	1102	0	0	442	65	0	0	15	0	0	0	1624	
Growth	0	1102	0	0	442	65	0	0	15	0	0	0	1624	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	1102	0	0	442	65	0	0	15	0	0	0	1624	

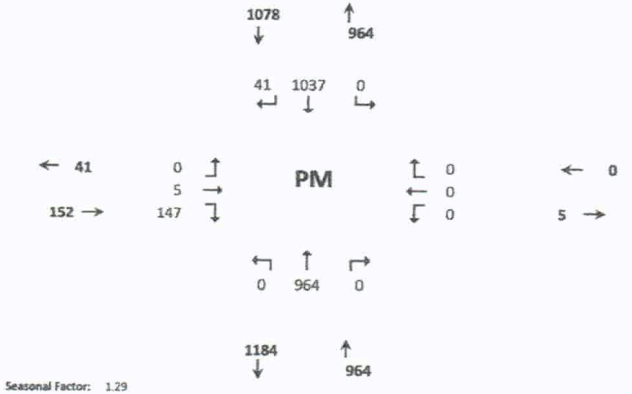


Seasonal Factor: 1.29
Trips In
Trips Out
Growth Rate: 1
Years Grown:

COUNT DATE: 9/18/2019

DAY: Wednesday

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	183	0	0	196	7	0	0	14	0	0	0	400	1526
4:15-4:30	0	198	0	0	142	5	0	0	5	0	0	0	350	1594
4:30-4:45	0	167	0	0	204	8	0	0	19	0	0	0	398	1701
4:45-5:00	0	178	0	0	164	7	0	0	29	0	0	0	378	1671
5:00-5:15	0	186	0	0	226	12	0	3	41	0	0	0	468	1626
5:15-5:30	0	216	0	0	210	5	0	1	25	0	0	0	457	
5:30-5:45	0	178	0	0	160	6	0	0	24	0	0	0	368	
5:45-6:00	0	157	0	0	154	6	0	0	16	0	0	0	333	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	0	747	0	0	804	32	0	4	114	0	0	0	1701	
Season Factor	0	964	0	0	1037	41	0	5	147	0	0	0	2194	
Growth	0	964	0	0	1037	41	0	5	147	0	0	0	2194	
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	964	0	0	1037	41	0	5	147	0	0	0	2194	



Seasonal Factor: 1.29
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 0

HCS7 Two-Way Stop-Control Report

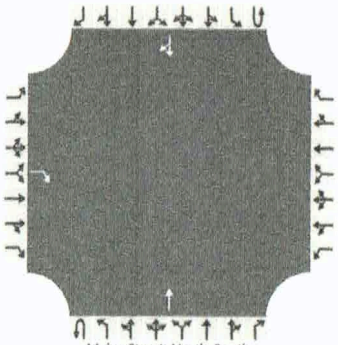
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2019
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Colorado & A St
Jurisdiction	Stuart
East/West Street	A St
North/South Street	Colorado Ave
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration				R							T					TR
Volume (veh/h)				15							1102				442	65
Percent Heavy Vehicles (%)				3												
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No														
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2												
Critical Headway (sec)				6.23												
Base Follow-Up Headway (sec)				3.3												
Follow-Up Headway (sec)				3.33												

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				16												
Capacity, c (veh/h)				561												
v/c Ratio				0.03												
95% Queue Length, Q_{95} (veh)				0.1												
Control Delay (s/veh)				11.6												
Level of Service (LOS)				B												
Approach Delay (s/veh)		11.6														
Approach LOS		B														

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Average Intersection Delay = 0.1 s/v

HCS7 Two-Way Stop-Control Report

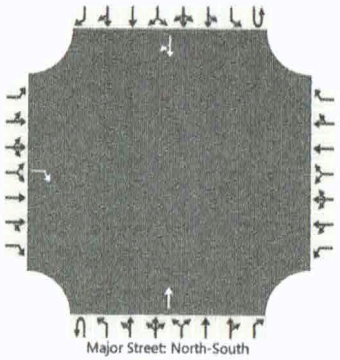
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2019
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Colorado & A St
Jurisdiction	Stuart
East/West Street	A St
North/South Street	Colorado Ave
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration				R							T					TR
Volume (veh/h)				147							964				1037	41
Percent Heavy Vehicles (%)				3												
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No															
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2												
Critical Headway (sec)				6.23												
Base Follow-Up Headway (sec)				3.3												
Follow-Up Headway (sec)				3.33												

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				162												
Capacity, c (veh/h)				236												
v/c Ratio				0.68												
95% Queue Length, Q_{95} (veh)				4.4												
Control Delay (s/veh)				47.8												
Level of Service (LOS)				E												
Approach Delay (s/veh)	47.8															
Approach LOS	E															

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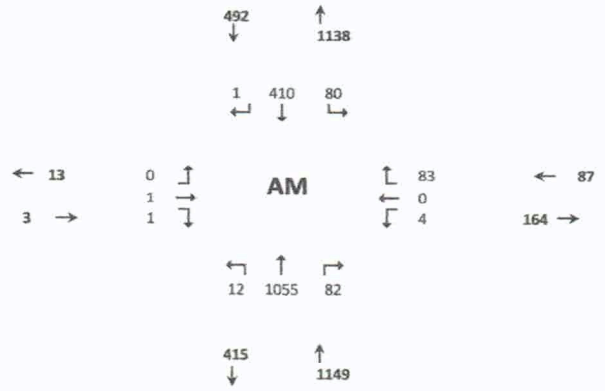
Avg. Intersection Delay = 3.21/V

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave **E/W STREET:** Kindred St **CONTROL:** TWSC
FILENAME:
COUNT DATE: 9/19/2019 **DAY:** Thursday **CITY:** Stuart **INTERSECTION:**
REPORT DATE: 9/20/2019 **ANALYSIS YEAR:** 2021

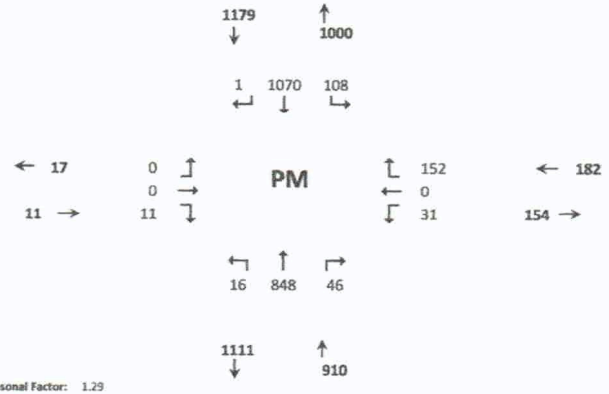
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	1	100	8	5	51	0	0	0	0	0	0	9	174	987
7:15-7:30	1	143	14	8	59	1	0	0	0	1	0	5	232	1076
7:30-7:45	17	150	16	8	62	0	0	0	0	1	0	6	260	1189
7:45-8:00	3	204	22	9	69	1	0	0	2	1	0	10	321	1265
8:00-8:15	1	155	15	17	60	0	0	0	0	0	0	15	263	1298
8:15-8:30	3	209	22	18	74	1	0	1	0	1	0	16	345	
8:30-8:45	2	209	11	7	91	0	0	0	0	0	0	16	336	
8:45-9:00	3	219	14	18	82	0	0	0	1	2	0	15	354	
AM PEAK HOUR IS FROM:			8:00AM TO 9:00AM											
Volumes	9	792	62	60	307	1	0	1	1	3	0	62	1298	
Season Factor	12	1022	80	77	396	1	0	1	1	4	0	80	1674	
Growth	12	1050	82	80	407	1	0	1	1	4	0	82	1722	
In/Out	-	IN	-	OUT	OUT	-	-	-	-	-	-	IN	-	
Percentage	0%	35%	0%	10%	35%	0%	0%	0%	0%	0%	0%	10%	0%	
PROJECT	0	4	0	1	3	0	0	0	0	0	0	1	0	
Total	12	1055	82	80	410	1	0	1	1	4	0	83	1730	



Seasonal Factor: 1.29
Trips In 12
Trips Out 8
Growth Rate: 1.014
Years Grown. 2

COUNT DATE: 9/18/2019 **DAY:** Wednesday

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	7	157	7	15	194	2	1	0	1	2	0	26	412	1607
4:15-4:30	7	176	8	18	160	1	0	0	1	1	0	22	394	1633
4:30-4:45	2	146	8	23	201	0	0	0	1	6	0	21	408	1708
4:45-5:00	1	149	9	21	170	0	0	0	2	12	0	29	393	1668
5:00-5:15	3	161	10	15	221	0	0	0	2	1	0	25	438	1585
5:15-5:30	6	178	8	21	210	1	0	0	3	4	0	38	469	
5:30-5:45	3	153	6	16	158	0	1	0	0	6	0	25	368	
5:45-6:00	5	145	3	13	127	0	0	0	0	5	0	12	310	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	12	634	35	80	802	1	0	0	8	23	0	113	1708	
Season Factor	15	818	45	103	1035	1	0	0	10	30	0	146	2203	
Growth	16	841	46	106	1064	1	0	0	11	31	0	150	2265	
In/Out	-	IN	-	OUT	OUT	-	-	-	-	-	-	IN	-	
Percentage	0%	35%	0%	10%	35%	0%	0%	0%	0%	0%	0%	10%	0%	
Project	0	7	0	2	6	0	0	0	0	0	0	2	0	
Total	16	848	46	108	1070	1	0	0	11	31	0	152	2283	



Seasonal Factor: 1.29
Growth Rate: 1.014
Trips In: 20
Trips Out: 18
Years Grown. 2

HCS7 Two-Way Stop-Control Report

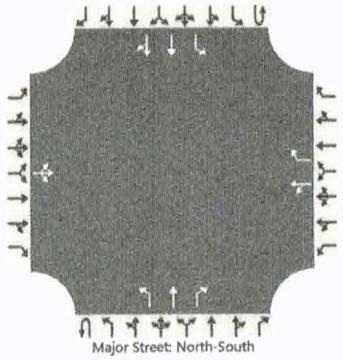
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2021
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	With Project

Site Information

Intersection	Colorado & Kindred
Jurisdiction	Stuart
East/West Street	Kindred St
North/South Street	Colorado Ave
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	1	0	1	1	1	0	1	2	0
Configuration			LTR			LT		R		L	T	R		L	T	TR
Volume (veh/h)		0	1	1		4	0	83	0	12	1055	82		80	410	1
Percent Heavy Vehicles (%)		3	3	3		3	3	3	3	3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized					Yes				No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.56	6.56	6.96		7.56	6.56	6.96		4.16				4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.53	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			2			4		90		13				87		
Capacity, c (veh/h)			207			153		191		1103				554		
v/c Ratio			0.01			0.03		0.47		0.01				0.16		
95% Queue Length, Q_{95} (veh)			0.0			0.1		2.3		0.0				0.6		
Control Delay (s/veh)			22.6			29.1		39.6		8.3				12.7		
Level of Service (LOS)			C			D		E		A				B		
Approach Delay (s/veh)	22.6				39.2				0.1				2.1			
Approach LOS	C				E											

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Avg Intersection Delay = 2.6s/v

HCS7 Two-Way Stop-Control Report

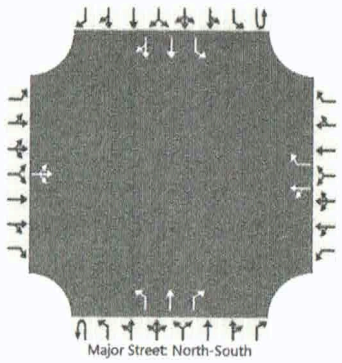
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2021
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	With Project

Site Information

Intersection	Colorado & Kindred
Jurisdiction	Stuart
East/West Street	Kindred St
North/South Street	Colorado Ave
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	1	0	1	1	1	0	1	2	0
Configuration			LTR			LT		R		L	T	R		L	T	TR
Volume (veh/h)		0	0	11		31	0	152	0	16	848	46		108	1070	1
Percent Heavy Vehicles (%)		3	3	3		3	3	3	3	3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized					Yes				No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5	6.5	6.9		7.5	6.5	6.9		4.1				4.1		
Critical Headway (sec)		7.56	6.56	6.96		7.56	6.56	6.96		4.16				4.16		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.53	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			12			34		167		18				119		
Capacity, c (veh/h)						136		266		584				693		
v/c Ratio						0.25		0.63		0.03				0.17		
95% Queue Length, Q_{95} (veh)						0.9		3.9		0.1				0.6		
Control Delay (s/veh)						40.1		38.8		11.4				11.3		
Level of Service (LOS)						E		E		B				B		
Approach Delay (s/veh)					39.0				0.2				1.0			
Approach LOS					E											

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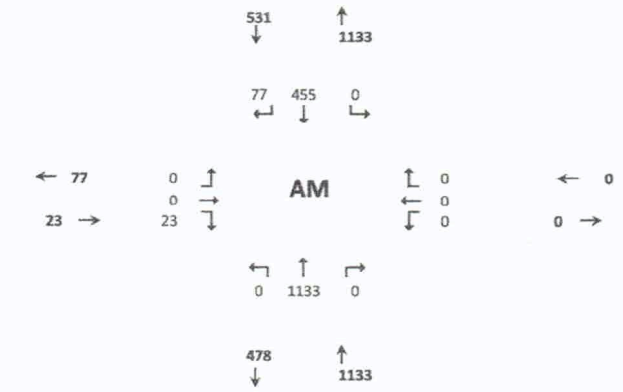
Avg. Intersection Delay = 3.7 s/v

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Colorado Ave
E/W STREET: A St
CONTROL: TWSC
FILENAME:
COUNT DATE: 9/19/2019
DAY: Thursday
CITY: Stuart
INTERSECTION:
REPORT DATE: 9/20/2019
ANALYSIS YEAR: 2021

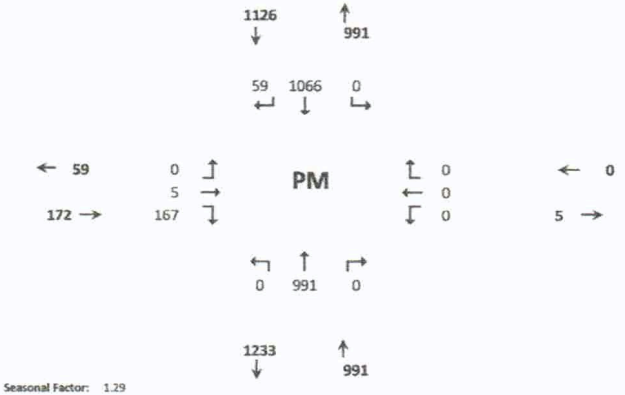
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	109	0	0	48	3	0	0	4	0	0	0	164	933
7:15-7:30	0	148	0	0	67	9	0	0	2	0	0	0	226	1032
7:30-7:45	0	156	0	0	68	8	0	0	2	0	0	0	234	1139
7:45-8:00	0	214	0	1	76	15	0	0	3	0	0	0	309	1228
8:00-8:15	0	170	0	0	75	15	0	0	3	0	0	0	263	1259
8:15-8:30	0	225	0	0	89	15	0	0	4	0	0	0	333	
8:30-8:45	0	225	0	0	84	10	0	0	4	0	0	0	323	
8:45-9:00	0	234	0	0	95	10	0	0	1	0	0	0	340	
AM PEAK HOUR IS FROM:			8:00AM TO 9:00AM											
Volumes	0	854	0	0	343	50	0	0	12	0	0	0	1259	
Season Factor	0	1102	0	0	442	65	0	0	15	0	0	0	1624	
Growth	0	1133	0	0	455	66	0	0	16	0	0	0	1670	
In/Out	-	-	-	-	-	IN	-	-	OUT	-	-	-	-	
Percentage	0%	0%	0%	0%	0%	85%	0%	0%	85%	0%	0%	0%	0%	
PROJECT	0	0	0	0	0	10	0	0	7	0	0	0	0	
Total	0	1133	0	0	455	77	0	0	23	0	0	0	1687	



Seasonal Factor: 1.29
Trips In 12
Trips Out 8
Growth Rate: 1.014
Years Grown: 2

COUNT DATE: 9/18/2019
DAY: Wednesday

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	183	0	0	196	7	0	0	14	0	0	0	400	1526
4:15-4:30	0	198	0	0	142	5	0	0	5	0	0	0	350	1594
4:30-4:45	0	167	0	0	204	8	0	0	19	0	0	0	398	1701
4:45-5:00	0	178	0	0	164	7	0	0	29	0	0	0	378	1671
5:00-5:15	0	186	0	0	226	12	0	3	41	0	0	0	468	1626
5:15-5:30	0	216	0	0	210	5	0	1	25	0	0	0	457	
5:30-5:45	0	178	0	0	160	6	0	0	24	0	0	0	368	
5:45-6:00	0	157	0	0	154	6	0	0	16	0	0	0	333	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	0	747	0	0	804	32	0	4	114	0	0	0	1701	
Season Factor	0	964	0	0	1037	41	0	5	147	0	0	0	2194	
Growth	0	991	0	0	1066	42	0	5	151	0	0	0	2256	
In/Out	-	-	-	-	-	IN	-	-	OUT	-	-	-	-	
Percentage	0%	0%	0%	0%	0%	85%	0%	0%	85%	0%	0%	0%	0%	
Project	0	0	0	0	0	17	0	0	15	0	0	0	0	
Total	0	991	0	0	1066	59	0	5	167	0	0	0	2288	



Seasonal Factor: 1.29
Growth Rate: 1.014
Trips In: 20
Trips Out: 18
Years Grown: 2

HCS7 Two-Way Stop-Control Report

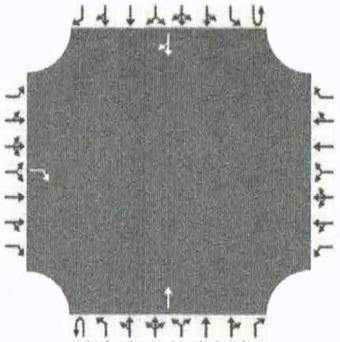
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2021
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	With Project

Site Information

Intersection	Colorado & A St
Jurisdiction	Stuart
East/West Street	A St
North/South Street	Colorado Ave
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration				R							T					TR
Volume (veh/h)				23							1133				455	77
Percent Heavy Vehicles (%)				3												
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		Yes														
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2												
Critical Headway (sec)				6.23												
Base Follow-Up Headway (sec)				3.3												
Follow-Up Headway (sec)				3.33												

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				25												
Capacity, c (veh/h)				546												
v/c Ratio				0.05												
95% Queue Length, Q_{95} (veh)				0.1												
Control Delay (s/veh)				11.9												
Level of Service (LOS)				B												
Approach Delay (s/veh)		11.9														
Approach LOS		B														

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Avg Intersection Delay = 0.2 s/v

HCS7 Two-Way Stop-Control Report

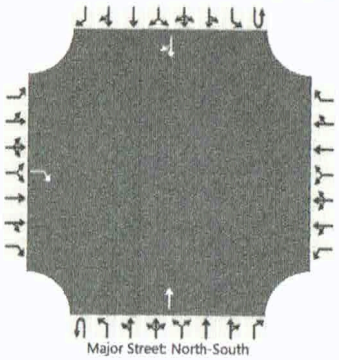
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/19/2019
Analysis Year	2021
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	With Project

Site Information

Intersection	Colorado & A St
Jurisdiction	Stuart
East/West Street	A St
North/South Street	Colorado Ave
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	0	1	0	0	0	1	0
Configuration				R							T					TR
Volume (veh/h)				167							991				1066	59
Percent Heavy Vehicles (%)				3												
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		Yes														
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)				6.2												
Critical Headway (sec)				6.23												
Base Follow-Up Headway (sec)				3.3												
Follow-Up Headway (sec)				3.33												

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				184												
Capacity, c (veh/h)				223												
v/c Ratio				0.82												
95% Queue Length, Q_{95} (veh)				6.2												
Control Delay (s/veh)				68.0												
Level of Service (LOS)				F												
Approach Delay (s/veh)		68.0														
Approach LOS		F														

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Avg Intersection Delay = 5.0 s/v

2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8900 EAST- A1A TO US1

MOCF: 0.87

WEEK	DATES	SF	PSCF
1	01/01/2018 - 01/06/2018	1.02	1.17
2	01/07/2018 - 01/13/2018	0.98	1.13
3	01/14/2018 - 01/20/2018	0.94	1.08
* 4	01/21/2018 - 01/27/2018	0.91	1.05
* 5	01/28/2018 - 02/03/2018	0.89	1.02
* 6	02/04/2018 - 02/10/2018	0.86	0.99
* 7	02/11/2018 - 02/17/2018	0.84	0.97
* 8	02/18/2018 - 02/24/2018	0.84	0.97
* 9	02/25/2018 - 03/03/2018	0.84	0.97
*10	03/04/2018 - 03/10/2018	0.84	0.97
*11	03/11/2018 - 03/17/2018	0.84	0.97
*12	03/18/2018 - 03/24/2018	0.85	0.98
*13	03/25/2018 - 03/31/2018	0.87	1.00
*14	04/01/2018 - 04/07/2018	0.88	1.01
*15	04/08/2018 - 04/14/2018	0.90	1.03
*16	04/15/2018 - 04/21/2018	0.92	1.06
17	04/22/2018 - 04/28/2018	0.96	1.10
18	04/29/2018 - 05/05/2018	1.01	1.16
19	05/06/2018 - 05/12/2018	1.06	1.22
20	05/13/2018 - 05/19/2018	1.11	1.28
21	05/20/2018 - 05/26/2018	1.11	1.28
22	05/27/2018 - 06/02/2018	1.10	1.26
23	06/03/2018 - 06/09/2018	1.10	1.26
24	06/10/2018 - 06/16/2018	1.09	1.25
25	06/17/2018 - 06/23/2018	1.09	1.25
26	06/24/2018 - 06/30/2018	1.09	1.25
27	07/01/2018 - 07/07/2018	1.09	1.25
28	07/08/2018 - 07/14/2018	1.09	1.25
29	07/15/2018 - 07/21/2018	1.10	1.26
30	07/22/2018 - 07/28/2018	1.10	1.26
31	07/29/2018 - 08/04/2018	1.10	1.26
32	08/05/2018 - 08/11/2018	1.11	1.28
33	08/12/2018 - 08/18/2018	1.11	1.28
34	08/19/2018 - 08/25/2018	1.11	1.28
35	08/26/2018 - 09/01/2018	1.12	1.29
36	09/02/2018 - 09/08/2018	1.12	1.29
37	09/09/2018 - 09/15/2018	1.12	1.29
38	09/16/2018 - 09/22/2018	1.12	1.29
39	09/23/2018 - 09/29/2018	1.12	1.29
40	09/30/2018 - 10/06/2018	1.12	1.29
41	10/07/2018 - 10/13/2018	1.12	1.29
42	10/14/2018 - 10/20/2018	1.12	1.29
43	10/21/2018 - 10/27/2018	1.10	1.26
44	10/28/2018 - 11/03/2018	1.09	1.25
45	11/04/2018 - 11/10/2018	1.07	1.23
46	11/11/2018 - 11/17/2018	1.05	1.21
47	11/18/2018 - 11/24/2018	1.04	1.20
48	11/25/2018 - 12/01/2018	1.03	1.18
49	12/02/2018 - 12/08/2018	1.02	1.17
50	12/09/2018 - 12/15/2018	1.02	1.17
51	12/16/2018 - 12/22/2018	0.99	1.14
52	12/23/2018 - 12/29/2018	0.96	1.10
53	12/30/2018 - 12/31/2018	0.94	1.08

* PEAK SEASON

25-FEB-2019 16:26:26 830UPD 4_8900_PKSEASON.TXT

2.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board

Meeting Date: 5/5/2020 **Prepared by:** Tom Reetz

Title of Item:
CONSIDER PUBLIC ART (RC)

RESOLUTION No. 53-2020; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA, GRANTING A MINOR URBAN CODE CONDITIONAL USE APPROVAL FOR PUBLIC ARTWORK REQUIRED AS A CONDITION OF DEVELOPMENT FOR THE RIVER HOUSE RPUD, OWNER OF THE PROPERTY LOCATED AT 43 & 55 S.E. SEMINOLE STREET IN THE CITY OF STUART, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO LOCATE 'OUT OF THE CHANNEL #1 LIMITED EDITION BRONZE SCULPTURE OF 3 PELICANS ON A PEDESTAL BY GEOFFREY C. SMITH AT THE FRONT OF THE PROJECT; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A Public art requirement is outlined in the Riverside Village Stuart LLC Residential Planned Unit Development in Condition 17 stating that prior to the issuance of a building permit, the applicant shall provide a work of art valued at one percent of the vertical construction of the project on site. The total cost of vertical construction is estimated to be $7,500,000 which would require a $75,000 work of art. The artist has included a quote for the Out of Channel #1 Limited Edition Bronze sculpture of the Pelicans at $125,000 substantially more than required.

The applicant has selected Geoffrey C, Smith, who is a well known artist who has sculpted the wildlife that inspires him. Surrounded by nature he takes every opportunity to crated new works. They range from fish swimming in the deep blue ocean to birds soaring high above the clouds. The artist has reviewed all the requirements that are contained within Section 3.01.08 Public Art and has provided proposal consisting of a single bronze sculpture of three life size pelicans on a pedestal wrapped in stone with landscaping which will be placed at the front of the project along SE Seminole Street. **See architect's site plan attached.**

The proposed Art has been reviewed by a representative of the Arts Council of Martin County who has stated in a letter that the placement of the art by the developer provides adequate visibility and scale that is appropriate for the location along Seminole Street.

Funding Source:
N/A

Recommended Action:
Motion to Approve the applicant's proposal for a single bronze sculpture to satisfy the developer's public art requirement.

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 53-2020	4/26/2020	Resolution add to Y drive
Architect's Site Location Plan	4/26/2020	Backup Material
Submittal Package	4/26/2020	Backup Material
Application	4/26/2020	Backup Material
Martin County Arts Council approval letter	4/26/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 53-2020

RESOLUTION No. 53-2020; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA, GRANTING A MINOR URBAN CODE CONDITIONAL USE APPROVAL FOR PUBLIC ARTWORK REQUIRED AS A CONDITION OF DEVELOPMENT FOR THE RIVER HOUSE RPUD, OWNER OF THE PROPERTY LOCATED AT 43 & 55 S.E. SEMINOLE STREET IN THE CITY OF STUART, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO LOCATE 'OUT OF THE CHANNEL #1 LIMITED EDITION BRONZE SCULPTURE OF 3 PELICANS ON A PEDESTAL BY GEOFFREY C. SMITH AT THE FRONT OF THE PROJECT; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, pursuant to Section 3.01.08 of the Land Development Regulations of City of Stuart, River House Stuart (The "Applicant & Owner") filed an application on April 02, 2020 for a Minor Urban Code Conditional Use permit to allow River House Stuart to locate bronze statues of three life size pelicans at the front of the project to fulfil the projects public art requirement located in the within the City's Community Redevelopment Area (CRA); and

WHEREAS, the Community Redevelopment Board held a properly noticed hearing on May 5, 2020, to consider the application for the public artwork consisting of a bronze pelican statue as a Minor Urban Code Conditional Use Approval; and

WHEREAS, at a public hearing the applicant has shown by substantial competent evidence that the proposed development does not create any detrimental effects on adjacent properties, within three hundred (300) feet of the proposed location; and

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

SECTION 1: Subject to the conditions attached hereto, the Community Redevelopment Board. hereby grants a Minor Urban Code Conditional Use Approval to River House Stuart owner of the property located at 43 & 55 S.E. Seminole Street Stuart, Florida.

SECTION 2: A legal description of the Property is set forth in **"Exhibit A"** of this Resolution. A map depicting the property and location of the public artwork consisting of a bronze statue of three life size pelicans on a branch along the projects front lawn is attached hereto as; **"Exhibit B"** and made a part hereof by reference; and

SECTION 3: The Applicant shall operate in accordance with all conditions set forth in **"Exhibit C"**, as attached.

SECTION 4: The Community Redevelopment Board approves the bronze statue of 3 pelicans on a pedestal as shown in the Pedestal Plan by Braden and Braden, Sheet 1, dated 4.1.20 and attached hereto as **"Exhibit D"**.

SECTION 5: This resolution shall take effect immediately upon its adoption.

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

	YES	NO	ABSENT
FRANK WACHA, CHAIR			
NATHAN RICHEY, VICE CHAIR			
CHRISTINA MALDONADO, BOARD MEMBER			
CHRIS LEWIS, BOARD MEMBER			
TOM CAMPENNI, BOARD MEMBER			
PETE WALSON, BOARD MEMBER			
FAYE JAMES, BOARD MEMBER			

ADOPTED this_____day of_____,
2020. ATTEST:

_____
MARY KINDEL
CITY CLERK

_____
FRANK WACHA,
CHAIRMAN

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 RESOLUTION, 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 RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE

FAILED IN ANY MATERIAL WAY, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION 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 RESOLUTION, 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:

_____
Print Name:_____

_____
Print Name:_____

Owner

By:_____
Aaron Hollub – Seminole Street Stuart LLC

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

Exhibit A – Legal Description

PARCEL 1:

LOTS 1 & 2, BLOCK 1, AMENDED PLAT OF CHAS. A. PORTER ADDITION, ACCORDING TO THE PLAT THEREOF, FILED FEBRUARY 8, 1913, AND RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF CHAS. PORTER ADDITION AS RECORDED IN PLAT BOOK 2, PAGE 75, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, SAID PARCEL DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 1, OF THE AFOREMENTIONED CHAS. A. PORTER ADDITION; THENCE NORTH 89°58'25" EAST, A DISTANCE OF 0.25 FEET; THENCE NORTH 12°05'27" EAST, A DISTANCE OF 9.92 FEET; THENCE NORTH 06°39'07" EAST, A DISTANCE OF 4.08 FEET; THENCE NORTH 17°34'10" EAST, A DISTANCE OF 76.10 FEET; THENCE NORTH 82°37'22" EAST, A DISTANCE OF 42.46 FEET; THENCE SOUTH 14°54'29" WEST, A DISTANCE OF 6.04 FEET; THENCE SOUTH 77°13'31" EAST, A DISTANCE OF 47.24 FEET; THENCE SOUTH 14°27'12" WEST, A DISTANCE OF 26.53 FEET; THENCE SOUTH 72°48'24" EAST, A DISTANCE OF 24.83 FEET; THENCE SOUTH 11°43'20" WEST, A DISTANCE OF 68.24 FEET; THENCE SOUTH 15°44'49" EAST, A DISTANCE OF 2.16 FEET; THENCE NORTH 77°10'09" WEST, A DISTANCE OF 119.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

TOGETHER WITH ANY PROPERTY LYING LANDWARD OF THE MEAN HIGH WATER LINE AS ESTABLISHED BY C. CALVERT MONTGOMERY & ASSOCIATES, INC ON JANUARY 15, 2014 AND LYING NORTHERLY OF THE MEAN HIGH WATER LINE ESTABLISHED BY LINDAHL, BROWNING, FERRARI & HELLSTROM ON OCTOBER 14, 1987.

PARCEL 2:

LOTS 8 AND 9, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 85 , PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF SAID HIGH SCHOOL SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 8, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLATB THEREOF, RECORDED IN PLAT BOOK 2, PAGE 85, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA: THENCE NORTH 80°58'09" WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 50.63 FEET; THENCE NORTH 82°41'13" WEST, ALONG THE NORTH LINE OF LOT 9 OF SAID HIGH SCHOOL SUBDIVISION, A DISTANCE OF 50.41 FEET; THENCE NORTH 15°44'49" WEST, A DISTANCE OF 2.16 FEET; THENCE NORTH 11°43'20" EAST, A DISTANCE OF 68.24 FEET; THENCE NORTH 18°44'01" EAST, A DISTANCE OF 6.62 FEET TO THE MEAN HIGH WATER LINE, ELEVATION –0.42 FEET NAVD 1988, RECORDED ON 11–02–12; THENCE SOUTH 59°02'51" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 32.29 FEET; THENCE SOUTH 67°54'43" EAST, A DISTANCE OF 41.51 FEET; THENCE SOUTH 61°09'30" EAST, A DISTANCE OF 30.97 FEET; THENCE SOUTH 11°35'03" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 43.26 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND.

Exhibit B – Location Map

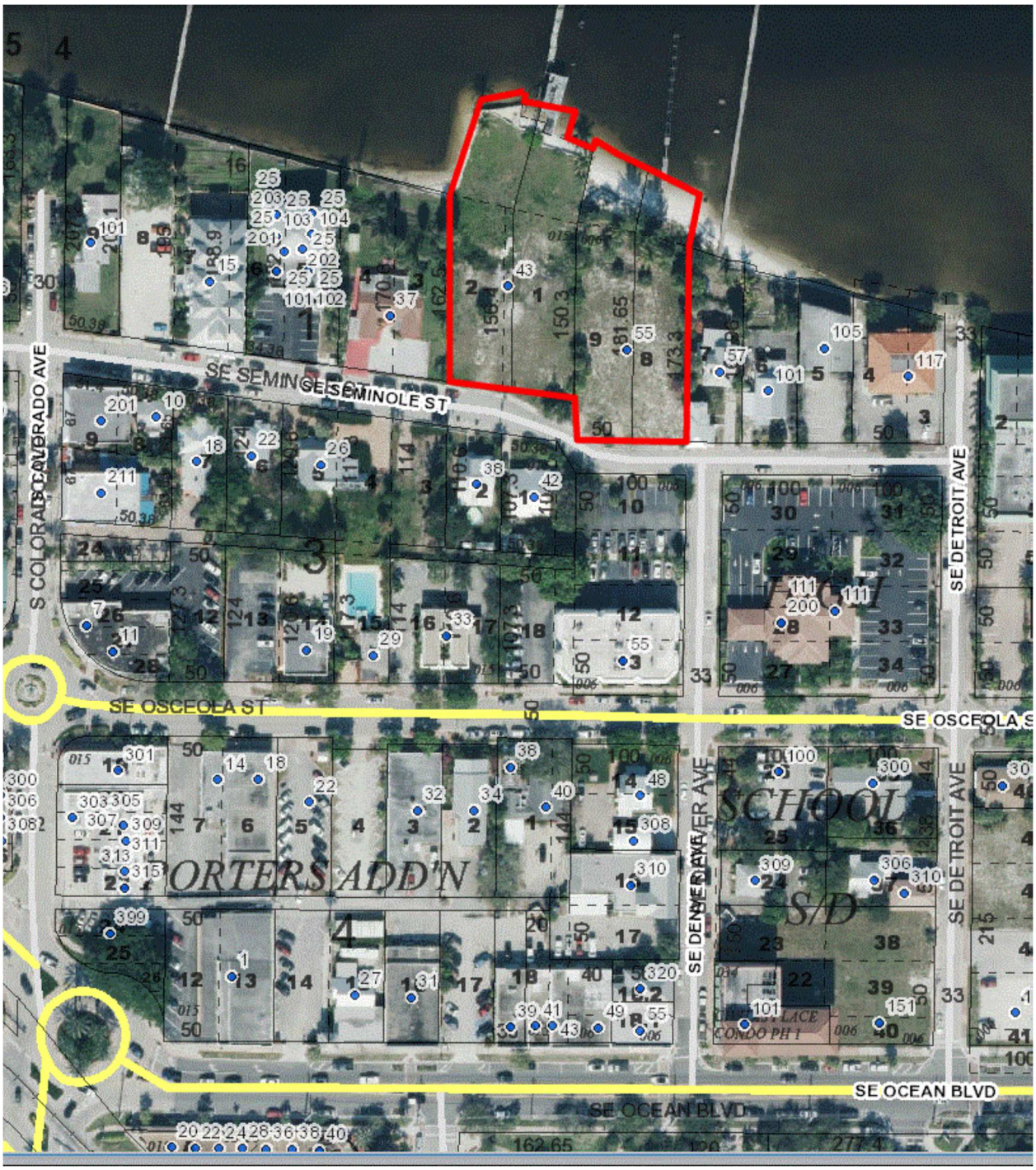


Exhibit C - Conditions

1) Seminole Street Stuart LLC shall be responsible for maintenance of the artwork (bronze statue with pedestal) on their property.

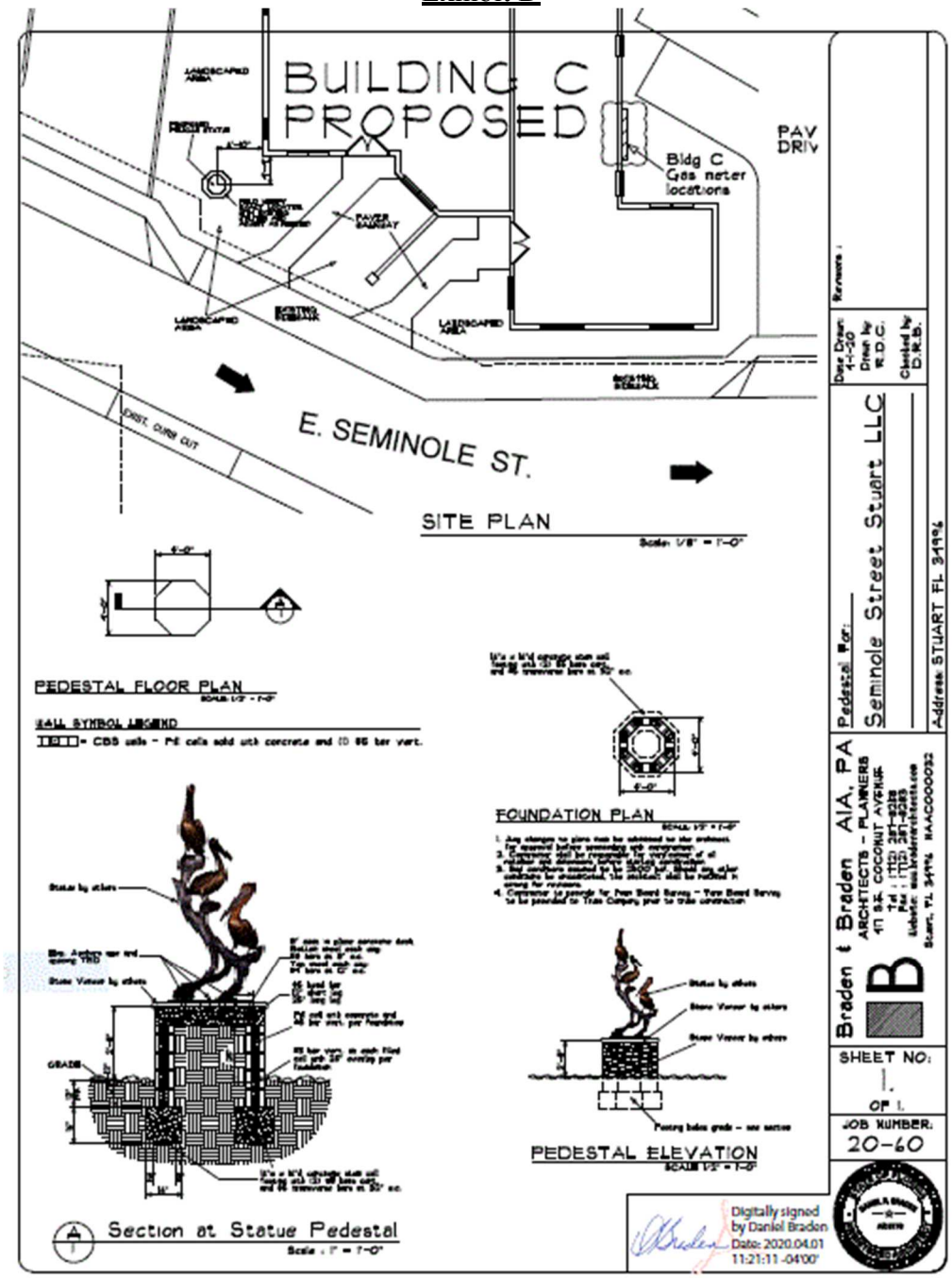
2) The City shall bear no cost for the installation of any artwork.

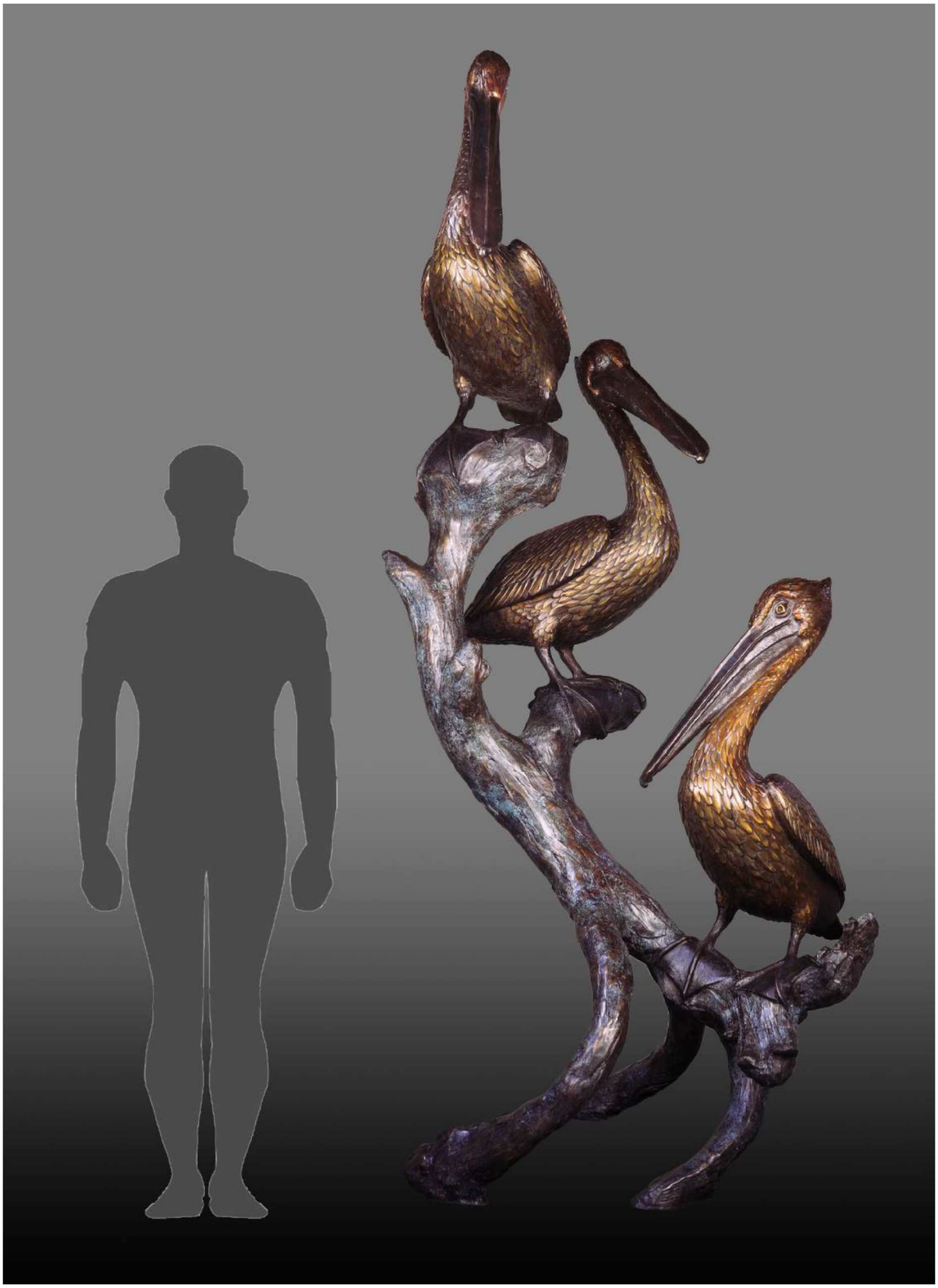
3) The owner shall apply for and obtain an approved construction permit which includes review by the City's Public Works department before installation of the artwork.

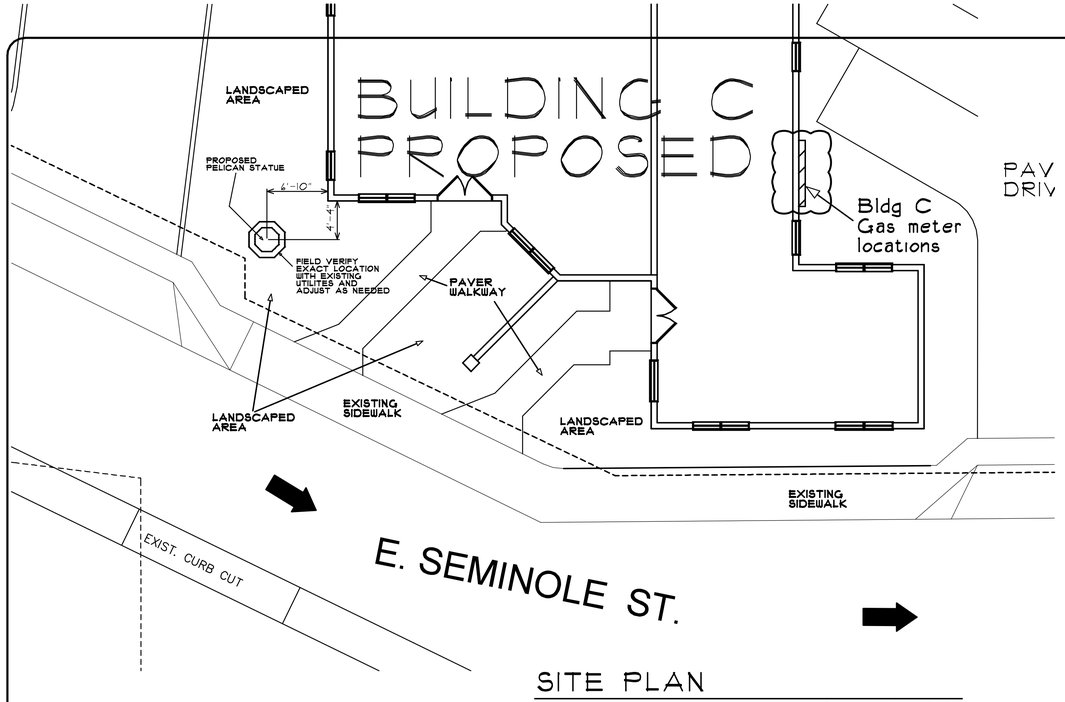
4) Any proposal to change the approved art shall require a minor conditional use approval by the CRB.

5) In the event an approved work of art has not been properly constructed and installed prior to the issuance of the first certificate of occupancy for any portion of the development, the permit applicant shall provide a performance security bond or other surety acceptable to the city, in the amount of one percent of the value of the vertical construction which shall be posted until the work of art is completed. The surety may be extended no more than 12 months from the original surety expiration date. This surety shall be cancelled or returned when the work of art has been properly constructed and installed. The surety may be forfeited to the public art trust fund, and the developer and property owner cited with a code violation for failing to provide the required work of art.

Exhibit D

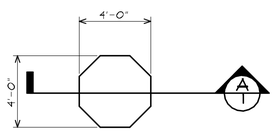

BUILDING C
PROPOSED
PAV
DRIV
Bldg C
Gas meter
locations
E. SEMINOLE ST.
SITE PLAN
PEDESTAL FLOOR PLAN
FOUNDATION PLAN
PEDESTAL ELEVATION
Section at Statue Pedestal
Pedestal For:
Seminole Street Stuart LLC
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
SHEET NO:
1
OF 1
JOB NUMBER:
20-60
Digitally signed
by Daniel Braden
Date: 2020.04.01
11:21:11 -04'00'





SITE PLAN

Scale: 1/8" = 1'-0"

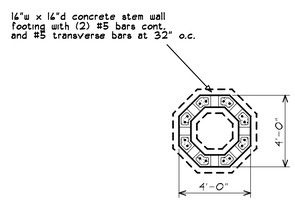


PEDESTAL FLOOR PLAN

SCALE: 1/2" = 1'-0"

WALL SYMBOL LEGEND

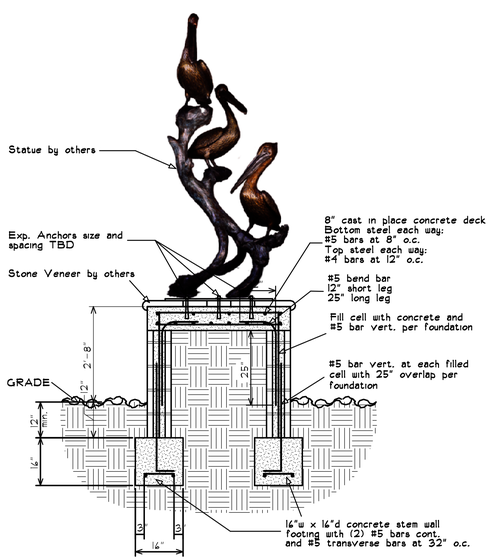
= CBS walls - Fill cells solid with concrete and (1) #5 bar vert.



FOUNDATION PLAN

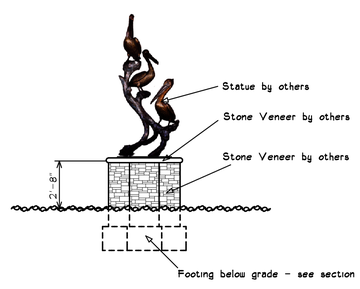
SCALE: 1/2" = 1'-0"

1. Any changes to plans must be submitted to the architect for approval before proceeding with construction.
2. Contractor shall be responsible for verification of all notation and dimensions before starting construction.
3. Soil conditions assumed to be 2500 psf. Should any other conditions be encountered, the architect shall be notified in writing for revisions.
4. Contractor to provide for Form Board Survey - Form Board Survey to be provided to Truss Company prior to truss construction



A 1 Section at Statue Pedestal

Scale : 1" = 1'-0"



PEDESTAL ELEVATION

SCALE 1/2" = 1'-0"

Revisions :

Date Drawn: 4-1-20
Drawn by: R.D.C.
Checked by: D.R.B.

Pedestal For:
Seminole Street Stuart LLC

Address: STUART FL 34996

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34994 #AAC000032

SHEET NO: 1 OF 1.

JOB NUMBER: 20-60

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

RIVER HOUSE
STUART · FL

VIA E-MAIL: treetz@ci.stuart.fl.us
Tom Reetz
City of Stuart
121 SE Flager Avenue
Stuart, FL 34994

Re: Seminole Street Stuart LLC – River House Stuart
Public Art Submission

Dear Tom,

Attached is the original Affidavit Attesting to Notification regarding the above referenced project.

The following additional information is attached per your request:

- Exhibit A: a copy of the required notice mailed to all property owners within a 300-foot radius of the subject property
- Exhibit B: a picture showing the placement of the required Public Hearing sign
- Exhibit C: a resume of the artist, Geoffrey Smith
- Exhibit D: pictures of the proposed sculpture by Geoffrey Smith to be located on the subject property
- Exhibit E: an invoice submitted to Seminole Street Stuart LLC by Geoffrey C. Smith Galleries, Inc.

Best,

Aaron Hollub

Aaron Hollub
Manager - Seminole Street Stuart LLC
Developer - River House Stuart

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

Aaron Hollub, Manager of Seminole Street Stuart, LLC, being first duly sworn, depose(s) and say(s):

That Seminole Street Stuart LLC is the owner of the following described property which constitutes the location for which notification is required:

43 & 55 SE Seminole Street, Stuart, FL

That a copy of the notice, attached hereto as **Exhibit "A",** was sent by U.S. Mail on April 17, 2020 to the property owners within 300 feet of the subject property.

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign is attached hereto as **"Exhibit B."**

Aaron Hollub
Manager of Seminole Street Stuart LLC – Property Owner

SWORN TO AND SUBSCRIBED before me this 20th day of April, 2020.

NOTARY PUBLIC, STATE OF FLORIDA:

My Commission Expires: 12-16-20

NOTARY PUBLIC STATE OF FLORIDA
MARIA E. BUSTAMANTE
MY COMMISSION # GG 021839
EXPIRES: December 16, 2020
Bonded Thru Budget Notary Services

RIVER HOUSE
STUART · FL

EXHIBIT "A"

THE NOTICE

RIVER HOUSE
STUART · FL

April 17, 2020

Notice to Surrounding Property Owners

Subject: **Public Hearing Before:**
Community Redevelopment Board

Petitioner: **Seminole Street Stuart LLC - River House Stuart**

Parcel ID #: 0438410150010002000000; 0438410150010001050000
0438410060000009000000; 0438410060000008030000

Address of Property: **43 & 55 SE Seminole Street, Stuart, Florida (See Attached Location Map)**

Proposed Request: Request to consider a Minor Urban Code Conditional Use Application for a Geoffrey Smith unique sculpture to be located on site for the public art requirement at the River House Condominium project.

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the Community Redevelopment Board on **Tuesday, May 5, 2020 at 4:00 P.M.** to consider the above request. The public hearing will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the City's Project Planner, Tom Reetz, at (772) 600-1284, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Thomas J. Reetz
Tom Reetz
Senior Planner
Treetz@ci.stuart.fl.us

RIVER HOUSE
STUART · FL

Location Map

RIVER HOUSE
STUART · FL

EXHIBIT "B"

THE SIGN

RIVER HOUSE
STUART · FL

RIVER HOUSE
STUART · FL

EXHIBIT "C"

RESUME OF THE ARTIST - MR. GEOFFREY C. SMITH

Access The Artist

The Stuart Sailfish in Clay at the Foundry
Geoffrey C. Smith
2001

© Geoffrey C. Smith 2003

Scope of Work

2 Geoffrey C. Smith
4 The GSG Difference
5 Inspiration
7 Process & Material
9 Public Art
11 Private Collections
12 Custom Commissions
13 Monuments
15 Trophies & Awards
16 Gifts & Treasures
17 Photography
18 Paintings
19 Contemporary Collection

Geoffrey C. Smith Galleries

Info@geoffreysmith.com
WWW.GEOFFREYSMITH.COM

Studio Atelier

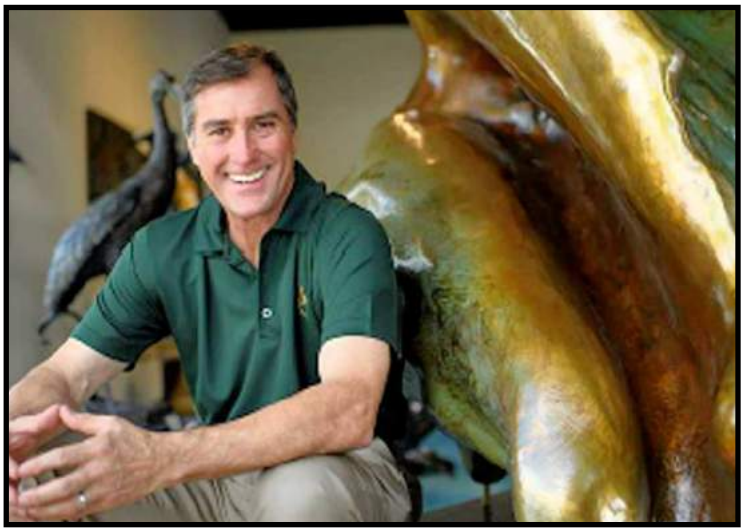
4545 SE Dixie Hwy.
Stuart, FL 34997
(772) 283 8336

Gallery

47 SW Osceola St.
Stuart, FL 34994
(772) 221 8031

Geoffrey C. Smith

Wildlife Sculptor, Painter and Photographer



A naturalist and representational sculptor, painter and photographer, Geoffrey Smith's award winning artwork depicts the vast diversity of wildlife with striking realism, deep emotion, and a strong sense of unfolding action.

This is evident in the stillness of his wading water birds, the majesty of his soaring eagles, the grace of his 19- foot-tall leaping sailfish and the "motion" of his dazzlingly ornate coral reefs.

Worldwide recognition: Celebrated across Florida, around the nation and most recently on the international stage, Geoffrey's artwork distinguishes numerous public parks, fountains, and city walkways on the Treasure Coast and in his hometown of Stuart. He was also commissioned to create original sculptures for national and international dignitaries, including U.S. presidents.

Geoffrey Smith:

"You protect what you love, and you love what you're familiar with — what you're connected to. My sculptures are about paying homage to the beauty in our environment, but also inspiring a desire to get out on the water, get out in the woods. That kind of personal connection is what can lead to lifelong stewardship."

The **Geoffrey C. Smith Galleries** Difference

For over thirty five years Geoffrey C. Smith has sculpted the wildlife that inspires him. Surrounded by nature he takes every opportunity to create new works. They range from fish swimming in the deep blue ocean to birds soaring high above the clouds. Relying on one foundry to cast the majority of his work, Smith demands the highest quality and craftsmanship for each sculpture. **We are known for exceeding expectations.**

ACCESS

Working directly with the artist. Geoffrey has a proven track record of creating beautiful works of art and delivering on schedule.

QUALITY

Meticulous attention to detail is used when creating each piece. Geoffrey's work is synonymous with the highest quality fine art.

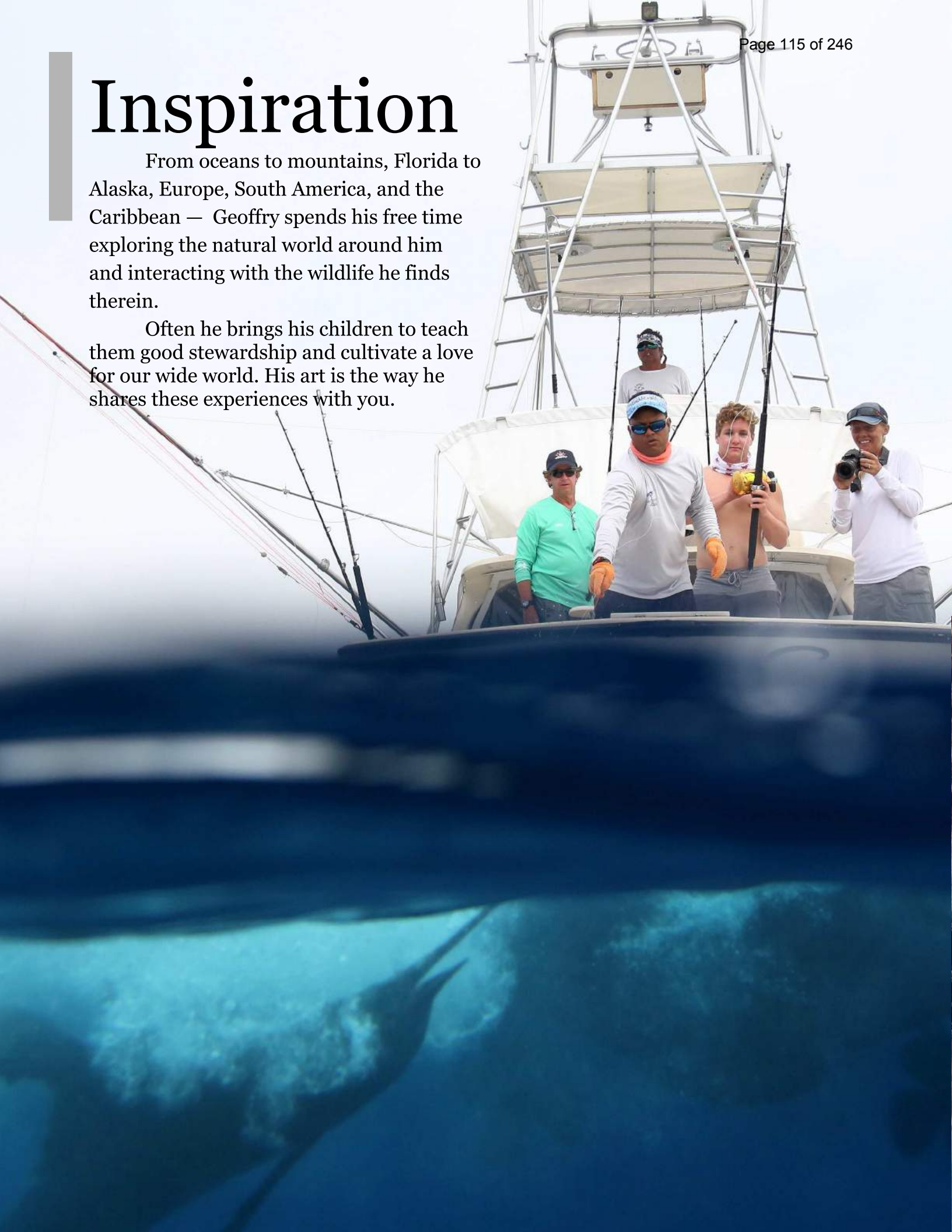
EXPERIENCE

Geoffrey C. Smith is widely known and trusted in the arts industry. Let us help guide you through the process, with over 35 years of experience.

Inspiration

From oceans to mountains, Florida to Alaska, Europe, South America, and the Caribbean — Geoffry spends his free time exploring the natural world around him and interacting with the wildlife he finds therein.

Often he brings his children to teach them good stewardship and cultivate a love for our wide world. His art is the way he shares these experiences with you.



The Art of Nature
The Nature of Art

Artistic Process

Field Work

Careful observation and working with my camera is an integral part of my artistic process. Observing and photographing the subject matter in its own environment allows me to create sculptures that are more lifelike in appearance and movement. Going beneath the surface creates a deeper connection between nature and my art, and my audience and nature.
~Geoffrey C. Smith

Sculpting

With his hands and tools, Geoffrey labors over the details, each stroke of a tool or press of his finger transforms the warm shapeless clay into a majestic piece that depicts life itself. Timeless treasures that speak to our environment and purpose.

Enduring Bronze

Foundry

Once the work is sculpted in clay it moves to the foundry, using the ancient lost-wax casting method. Tedious and difficult, lost-wax casting preserves the details of the original clay sculpture using multiple molds and molten bronze heated to more than 2,100 degrees Fahrenheit. The finished product is strong enough to withstand the test of time.

Engineering

What's on the inside matters just a much as what is on the outside. The internal steel structure for large sculptures, certified welds if required, incorporated structural mounting plates, proper bolting and more go into ensuring your art is strong enough to endure the years.

Public Art

Your Art is Your Brand

Design with art in mind and make your location stand out.

Let our experience and years of working with the local and state government help you fulfill your public art requirements. Let us handle the details!

Art goes far beyond zoning and signage. Your art will become a timeless landmark for the community. They will know where you are by your art.

TRADITION MEDICAL CENTER
Martin Health System

Private Collections

Custom Commissions

Each commission is a one of a kind work of art. The client is able to incorporate their taste and aesthetics by selecting from an array of animal species and designs, perhaps get creative and include a hidden meaning that is special to you. Then Geoffrey can develop the piece in total collaboration with you!

Geoffrey C. Smith sculptures depict animals in a natural state and allows us to observe them quietly without disturbing them with our presence. Smith's bronzes capture nature in a frozen moment of time, yet the compositions capture the movement of the subject that brings each sculpture to life.

Highly meticulous and constantly striving toward perfection, a Geoffrey C. Smith sculpture is a combination of the enduring subject matter and highest-quality craftsmanship of a bronze casting. His sculptures are sought after by both public institutions as well as corporate and private collectors throughout the world.

Monuments

Get Monumentally Noticed! If your goal is to make a statement on a grand scale, a monument size work from Geoffrey C. Smith will fulfill that goal beautifully.

The Children's Museum

Trophies & Awards

Let a deserving person feel truly appreciated with an award created by Geoffrey C. Smith.

Logo Belt Buckles

Top Sales Awards

Gifts & Treasures

The perfect thank you or closing gift for your customers.

Photography

Paintings

Contemporary Collection

Geoffrey Smith's Contemporary Collection stands apart from his traditional work by use of smooth textures, grand scale, modern colors or stainless steel casting. Transforming his realistic traditional sculptures into **design-forward works of modern art**.

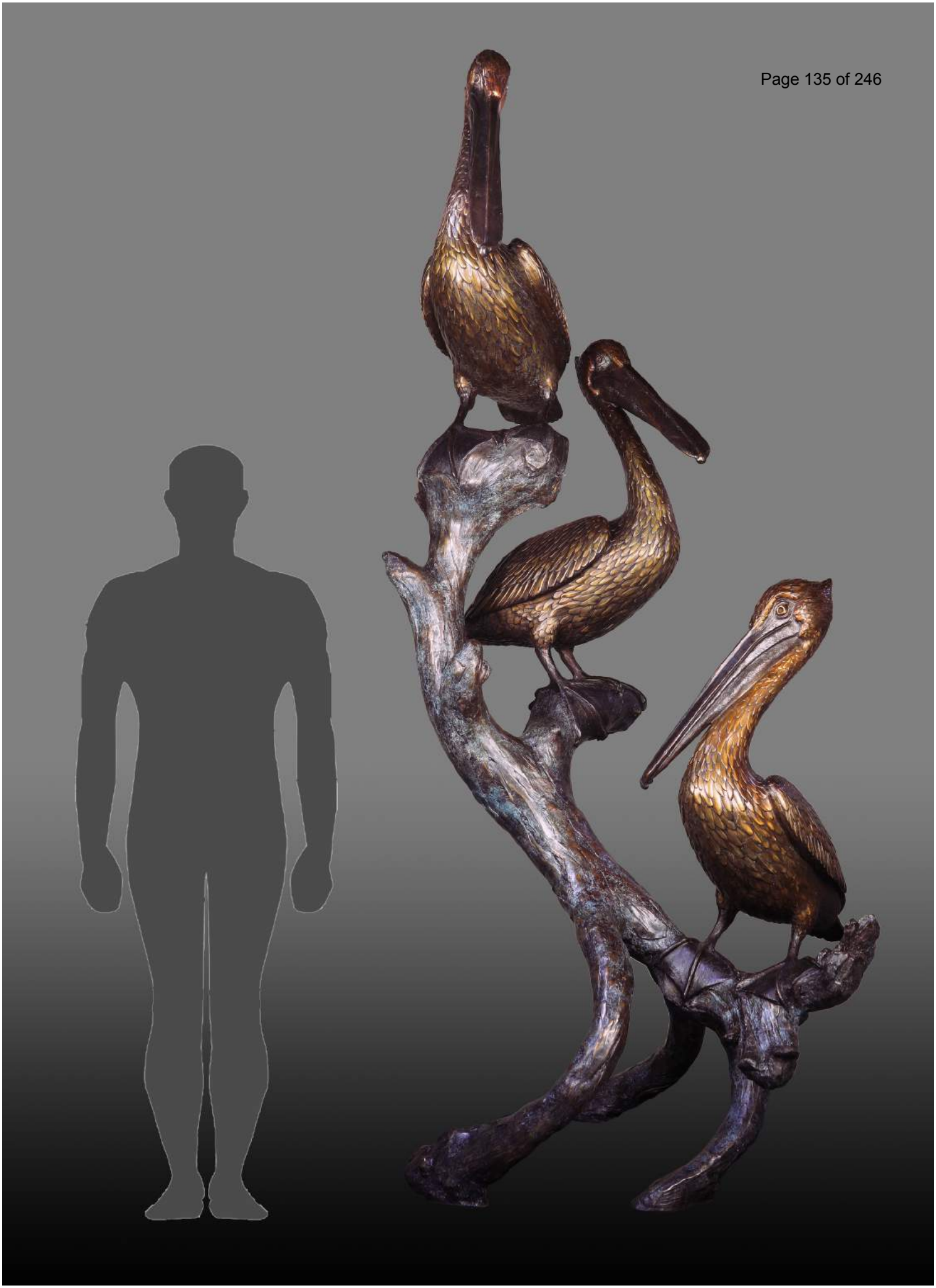
Geoffrey C. Smith Galleries
4545 SE Dixie Hwy., Stuart FL 34997

(772)283-8336 WWW.GEOFFREYSMITH.COM

RIVER HOUSE
STUART · FL

EXHIBIT "D"

PICTURES OF THE ART



RIVER HOUSE
STUART · FL

EXHIBIT "E"

COST EVALUATION/INVOICE FOR THE ART

GEOFFREY C. SMITH GALLERIES

February 18, 2020

Seminole Street Stuart LLC
River House Stuart Condominium Association Inc.
10101 South Dixie Highway
Pinecrest, FL 33156

Thank you for working with us to create your work of fine art. It is our pleasure to assist you and to make this process an extraordinary experience. Our goal is to exceed your expectations!

Thank you for choosing "Out of the Channel #1" Limited Edition Bronze sculpture by Geoffrey C. Smith. The demensions are 95"t, 39"w, 42"d. For your reference, we have it sitting on a 12.5in high wooden base. The price iis $125,000.00, including tax.
Please send 50% as deposit, the final payment is due before delivery.

We will provide loading, delivery, and installation of your sculpture. We will set the sculpture, drill the base, and epoxy the threaded rods into the base, securing it in place. We will need access to electric for the drill and either a small crane, backhoe or bobcat to lift the sculpture from the trailer onto the base you will have preinstalled.

Mr. Smith will be avaible for a Public Unveiling and agrees to send out an email about the event and a social media post.

Aaron Hollub _____ Date: April 20, 2020
Client

Geoffrey C Smith _____ Date: April 20, 2020
Geoffrey C Smith

Please feel free to contact us if you have any questions..

Reviewed By: _____

CITY OF STUART
DEVELOPMENT DEPARTMENT
URBAN CODE CONDITIONAL USE APPLICATION

Application must be legible with all relevant fields completed.

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date:
Project Name: RIVER HOUSE STUART	
Parcel ID#: 04-38-41-015-001-00010-5	Project Address: 51,53,55 SE SEMINOLE STREET
Zoning/CRA Sub-district:	
Subdivision:	Lot(s):

Fee: $1,574.00 – Major Urban Code Conditional Use Permit (Community Redevelopment Board and City Commission Approval)
Fee: $524.00 – Minor Urban Code Conditional Use Permit (Community Redevelopment Board)
(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)

A Minor Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; paint colors; public art, and architectural materials.
A Major Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the old downtown district, number of stories, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and architectural requirements.

Submittal Requirements: A completed application form, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, the payment of fees, and pertinent information per application type as determined by the Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the Community Redevelopment Board (CRB) public hearing followed by a recommendation to the City Commission.

Justification: Please provide justification supporting the request for an Urban Code Conditional Use Permit (include additional pages if needed).

(over)

General Information

(Please Print or Type)

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

Name: AARON HOLLUB	City/State/Zip Code: PINECREST, FL 33156
Title: MANAGER	Telephone Number: 305-665-4275
Company: SEMINOLE STREET STUART LLC (PROPERTY OWNER)	Facsimile Number:
Company Address: 10101 SOUTH DIXIE HIGHWAY	Email Address (optional):

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name:	City/State/Zip Code:
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

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: AARON HOLLUB	City/State/Zip Code: PINECREST, FL 33156
Title: MANAGER	Telephone Number: 305-665-4275
Company: SEMINOLE STREET STUART LLC (PROPERTY OWNER)	Facsimile Number:
Company Address: 10101 SOUTH DIXIE HIGHWAY	Email Address (optional):

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

4. Signed this 23 day of February, 2020.

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Inspiring participation and passion for the arts in our community

DIRECTORS
Karen L. Barnes
Jeff Bowers
Gabriella Ferraro
Maria Miele
Terri Pettengill

EX-OFFICIO MEMBERS
Doug Smith
Martin County BOCC
Becky Bruner
City of Stuart
Anthony Anderson
Martin County School Board

Nancy K. Turrell
Executive Director

80 SE Ocean Boulevard
Stuart, FL 34994-2234
Phone: 772-287-6676
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www.martinarts.org
info@martinarts.org

MEMORANDUM

TO: City of Stuart Community Redevelopment Agency Board
FR: Nancy K. Turrell, Executive Director
RE:
DT: Apirl 23, 2020

Per our agreement, the proposal for the Seminole Street LLC (Riverhouse) has been reviewed.

In the opinion of our reviewers, the proposed Geoffrey Smith sculpture meets all the requirements of the City of Stuart's public art guidelines. The placement selected by the developers provides adequate visibility and as noted in the drawings the scale is appropriate for the location along Seminole Street.

The selection of a local artist with an international reputation meets with the guidelines of the program and further emphasizes the vibrant arts community that is fostered in our community. This work joins with a plethora of other Georffrey Smith sculptures that can be found in public and private settings throughout our community. His work reflects our natural diversity and wildlife.

Supported in part by State of Florida-Division of Cultural Affairs, The National Endowment for the Arts, Martin County Board of County Commissioners, City of Stuart & private contributions.
A copy of the official registration (#SC-03297) and any financial information may be obtained from the Division of Consumer Services by calling toll-free within the State, 1-800-435-7352.
Registration does not imply endorsement, approval or recommendation by the State.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board

Meeting Date:5/5/2020 **Prepared by:**Stephen Mayer

Title of Item:
MINOR AMENDMENT TO AVONLEA PUD (QUASI-JUDICIAL)(RC)

ORDINANCE No. 2438-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION NUMBER 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The New Avonlea PUD was approved via Ordinance 2307-2015 and included an exhibit #11 entitled the Off-Site Infrastructure Plan (the plan). The intent of the plan was outlined in Condition #25, which currently states: The Off-Site Infrastructure plan (Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 and 2 of 2, dated 1.11.16) identifies the phasing of delivery of sidewalks, street and intersections, street furniture, landscaping, parking, lighting, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan shall be reviewed for each phase of development of this PUD. Amendments to the Off-Site Infrastructure Plan shall be processed through a minor PUD amendment in order to secure a consistency of improvements throughout the PUD and to account for any off-site infrastructure provided by the City. Any amendment to the Off-Site Infrastructure Plan will necessitate a review and potential updating of the approved REDA agreement (Resolution 01-2018 CRA Avonlea Real Estate Development accelerator).

The New Avonlea PUD (applicant) has requested to modify the plan due to more specific survey and engineering work, which has revealed challenges to completing the plan as originally conceived. The applicant has proposed the following changes to the plan:

1. Sidewalks. Proposed to eliminate the proposed sidewalk on the south side of Baker Road, where grade changes and slopes into protected wetlands create a challenge to development. The pedestrian connection is preserved by the existing pedestrian connection on the north side of Baker Road. The applicant is also proposing an observation deck amenity to Parcel 12 to allow pedestrians to view the wetland. No other sidewalk is being removed from the plan.

2. Gateway/Project Identity Features. These features were included in the plan to provide the conceptual locations and design of identity features and potential public art locations. The applicant has proposed a more specific design for the identity feature for Parcel 2 and 12, and has modified the locations slightly. The applicant has also added a notation that these features are conceptual and the final design and locations will be established at final site plan.

3. Mid-Block Crossings. The original plan included a mid-block crossing at the western end of Baker Road. Since the applicant is proposing the removal of the sidewalk on the southern side of Baker Road, the mid-block would no longer be useful and is proposed to be removed as well. The applicant has added at staff's request, striped pedestrian crossings on the south side of the Baker Road and Green River Parkway traffic circle and at the Dixie Highway intersection.

4. Cross Sections. The applicant has continued their commitment to provide conceptual cross sections that include the material, dimensions and design of mid block crossings and sidewalks. Furthermore, at staff's

request, the applicant is adding conceptual street furniture details, which include benches, lighting, trash receptacles, and bike racks.

5. Responsibility zones. At the request of staff and the LPA during previous amendments to the New Avonlea PUD, the applicant has provided a color coded plan that demonstrates which parcel in the PUD is responsible for the provision of the off-site infrastructure on the plan. The proposed plan now provides a responsible property for all areas within the PUD. This will give the City the assurance that all of the off-site areas have a dedicated and predictable phase in which the work is expected to be completed. Further amendments will now be more streamline as it relates to the timing of the off-site infrastructure completion.

6. Utility provider information. The applicant has added a line to demark the parcels in which the City is responsible for providing utilities versus Martin County.

7. There is also portions of the plan that are subject to TAP grant funds which would allow the City to apply and receive FDOT funds to build cross walks an
d sidewalks. In the event that the City can obtain grant funds and expedite the construction timeline, the parties have agreed that the City shall have the right to complete the work based upon the grant specifications.

Staff has worked with the applicant on the revised plan and accepts the modifications. Ordinance 2438-2020 only revises the plan as an exhibit and the condition that refers to the plan. Concurrent to this application is a modification to the Real Estate Development Accelerator (REDA) agreement, as the REDA agreement refers to the original off-site improvement plan and must now be amended to include the proposed changes.

Managers Note:
The observation deck is indicated at the wrong location on the proposed site plan. It is to be located on west side of Parcel 12 where the midblock crosswalk is and while on Parcel 12 it is to be open to the public.

Funding Source:
N/A

Recommended Action:
Motion to recommend approval of Ordinance 2438-2020.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2438-2020	4/24/2020	DRAFT ORDINANCE
Proposed Off-site Infrastructure Plan	4/27/2020	Attachment
Existing Off-Site Infrastructure Plan	4/23/2020	Attachment
Minor PUD Justification Statement	4/23/2020	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2438-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A MINOR AMENDMENT TO "THE NEW AVONLEA" PLANNED UNIT DEVELOPMENT (PUD); THEREBY AMENDING EXHIBIT NUMBER 11 OF THE NEW AVONLEA PUD, ENTITLED THE OFF-SITE INFRASTRUCTURE PLAN BY HJA DESIGN STUDIO; AMENDING THE CONDITION 25 ACCORDINGLY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on June 8, 2015, the City Commission adopted Ordinance No. 2307-2015, whereby establishing the "New Avonlea PUD" which consists of a Master Parcel Plan and provides that any future development activities on any of the project's multiple parcels (with the exception of Phase II of an existing Avonlea Commerce Center Parcel) shall require a master site plan approval thru a major PUD amendment, further requiring that an off-site infrastructure plan be added to the Master Parcel Plan at the time of first amendment; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the New Avonlea PUD included an Off-Site Infrastructure Plan consistent with the master PUD and anticipated development; and

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

WHEREAS, the Avonlea Improvement Company, LLC (the Owner and Applicant) is now requesting a further minor amendment to the PUD to provide for a revised Off-Site Infrastructure Plan; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting held on May 26, 2020, to consider the application of the Owners for the property to approve the minor amendment to the PUD.

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

SECTION 1: A legal description of the property is set forth in **Exhibit "A"** attached hereto and made a part hereof by reference. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference. The revised 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 2: The following additional documents on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", shall be deemed an additional part of the development conditions applicable to the Property:

11. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 thru 4 of 4

SECTION 3: In all other respects and except as amended hereby, Ordinance No. 2307-2015, and the three amendments thereto, shall remain in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict with this Ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this Ordinance conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 5: Following the adoption and acceptance of this Ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) and Resolutions 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 or resolution pertaining to the development.
b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD 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 PUD Ordinance by the developer shall be

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

SECTION 6: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This Ordinance shall be effective upon the adoption by the City Commission, and proper execution by the Owner.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this Ordinance shall be void.

Passed on first reading the ____ day of _____, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

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

WITNESSES:

_____ By:_____

Print Name: _____ Avonlea Improvement Company

_____

Print Name: _____

OWNERS' ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT "A" – LEGAL DESCRIPTION

AND LESS, HOWEVER, THAT PART THAT LIES SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD #707 AND NE SAVANNAH ROAD.

AND LESS, HOWEVER, THAT PART OF THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF NE SAVANNAH ROAD AND THE EXTENSION OF BAKER ROAD.

AND LESS, HOWEVER, THE EAST 202.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH ON THE NORTH RIGHT-OF-WAY LINE OF NE BAKER ROAD ACCORDING TO THE PLANS FOR BAKER ROAD EXTENSION (MARTIN COUNTY PROJECT NO. SS-R-5). THE AREA OF THIS PARCEL IS 1.65 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD, IF ANY.

TOGETHER WITH

AVONLEA COMMECIAL CENTER
A PARCEL OF LAND LYING IN SECTION 28, T37S, R41E, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 202.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 28, T37S, R41E OF PARCEL 6 AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 726, PAGE 1921, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE N89°28'19"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION, 348.92' TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY BEING A 60.00' RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE N10°56'26"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY, 381.26' TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 25 AND 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND PHYSICALLY DESCRIBED BY MONUMENTS AND OCCUPATION; THENCE S89°15'48"E ALONG SAID OCCUPIED LINE, 426.24' TO THE POINT OF INTERSECTION WITH THE AFORESAID PARCEL 6; THENCE S00°45'39"W ALONG SAID WEST LINE OF THE EAST 202.00' OF PARCEL 6 A DISTANCE OF 372.11' TO THE POINT OF BEGINNING.

TOGETHER WITH

JENSEN INDUSTRIAL PARK SITE

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE, NORTH 00° 15' 38" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE 861.35 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH SOUTHERLY RIGHT-OF-WAY LINE OF BAKER ROAD EXTENSION; THENCE SOUTH 89° 58' 55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE 1545.39 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 89° 58' 55" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 520.27 FEET; THENCE, SOUTH 20° 06' 54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 142.51 FEET MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SAVANNAH ROAD; THENCE, SOUTH 49° 53' 54" WEST, ALONG NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 412.74 FEET, MORE OR LESS, TO THE POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CARDINAL AVENUE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 78° 51' 33", A DISTANCE OF 103.23 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 585.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 38° 45' 27" EAST, THENCE, NORTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39° 47' 31", A DISTANCE OF 406.28 FEET TO THE POINT OF

EXHIBIT "A" – LEGAL DESCRIPTION
(con't.)

TANGENCY, THENCE, NORTH 11° 27' 12" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 101° 28' 07", A DISTANCE OF 88.55 FEET TO THE POINT OF BEGINNING.

CONTAINING; 4.06 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD.

THE BEARINGS AS STATED HEREIN ARE BASED ON AN ASSUMED BEARING OF NORTH 00° 15' 38" EAST ALONG THE WEST LINE OF SAID SECTION 28.

LESS, HOWEVER,

LEGAL DESCRIPTION OF A PORTION OF PROPOSED
GREEN RIVER PARKWAY RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 28 AND SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE, NORTH 88° 48' 22" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 500.00 FEET; THENCE, NORTH 00° 15' 52" EAST DEPARTING SAID SECTION LINE, A DISTANCE OF 55.02 FEET; THENCE, NORTH 33° 12' 44" EAST, A DISTANCE OF 172.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2028.75 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 30' 11", A DISTANCE OF 973.84 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF BASELINE ROAD; THENCE, NORTH 30° 40' 07" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 238.43 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE SOUTH PLAT BOUNDARY LINE OF NORTHWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 55, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA; THENCE , SOUTH 89° 58' 55" EAST, ALONG SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO A POINT 40.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PLAT OF NORTHWOOD SUBDIVISION, THENCE, SOUTH 00° 15' 15" WEST, DEPARTING SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2148.75 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 34' 54", A DISTANCE OF 1071.89 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°38'31", A DISTANCE OF 307.99 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 88° 48' 22" EAST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 92.47 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF SAID SECTION 29; THENCE, SOUTH 00° 15' 38" WEST ALONG SAID EAST SECTION LINE, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29 AND THE POINT OF BEGINNING.

EXCEPTING THE WEST 50 FEET OF THE EAST 420 FEET OF THE NORTH 100 FEET OF THE SOUTH 133 FEET OF SAID SECTION 29 AND EXCEPTING THE RIGHTS-OF-WAY FOR BAKER ROAD EXTENSION AND STATE ROAD NO. 707.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD

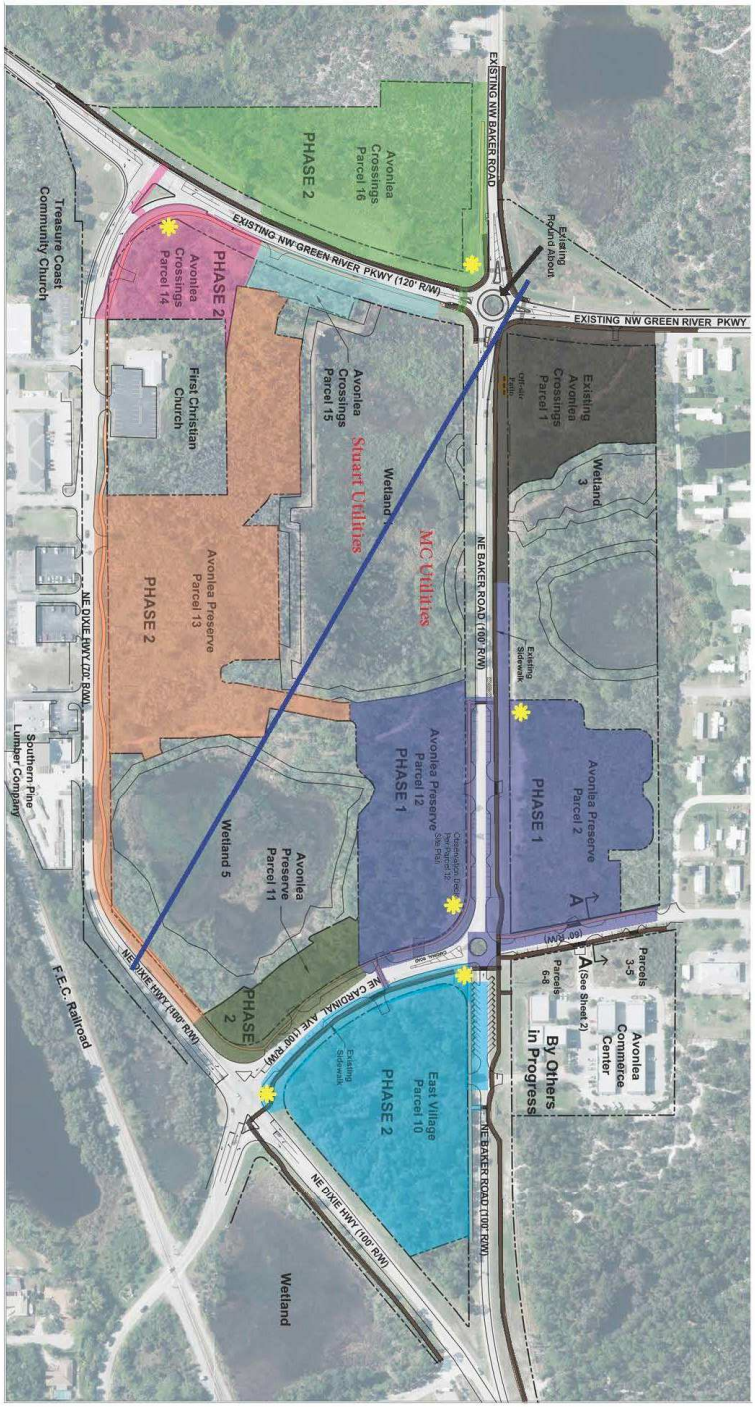
EXHIBIT B – LOCATION MAP

EXHIBIT "C"

Modified conditions of approval.

Off-Site Infrastructure Plan

25. The Off-Site Infrastructure plan (Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1 thru 4 of 4) ~~Sheet 1 and 2 of 2, dated 1.11.16~~) identifies the phasing of delivery of sidewalks, street and intersections, street furniture, landscaping, parking, lighting, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The Off-Site Infrastructure Plan shall be reviewed for each phase of development of this PUD. Amendments to the Off-Site Infrastructure Plan shall be processed through a minor PUD amendment in order to secure a consistency of improvements throughout the PUD and to account for any off-site infrastructure provided by the City. Any amendment to the Off-Site Infrastructure Plan will necessitate a review and potential updating of the approved REDA agreement (Resolution 01-2018 CRA Avonlea Real Estate Development accelerator).



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

Parcels 2& 12
Gateway Feature

Location of feature to be detailed on site plan.

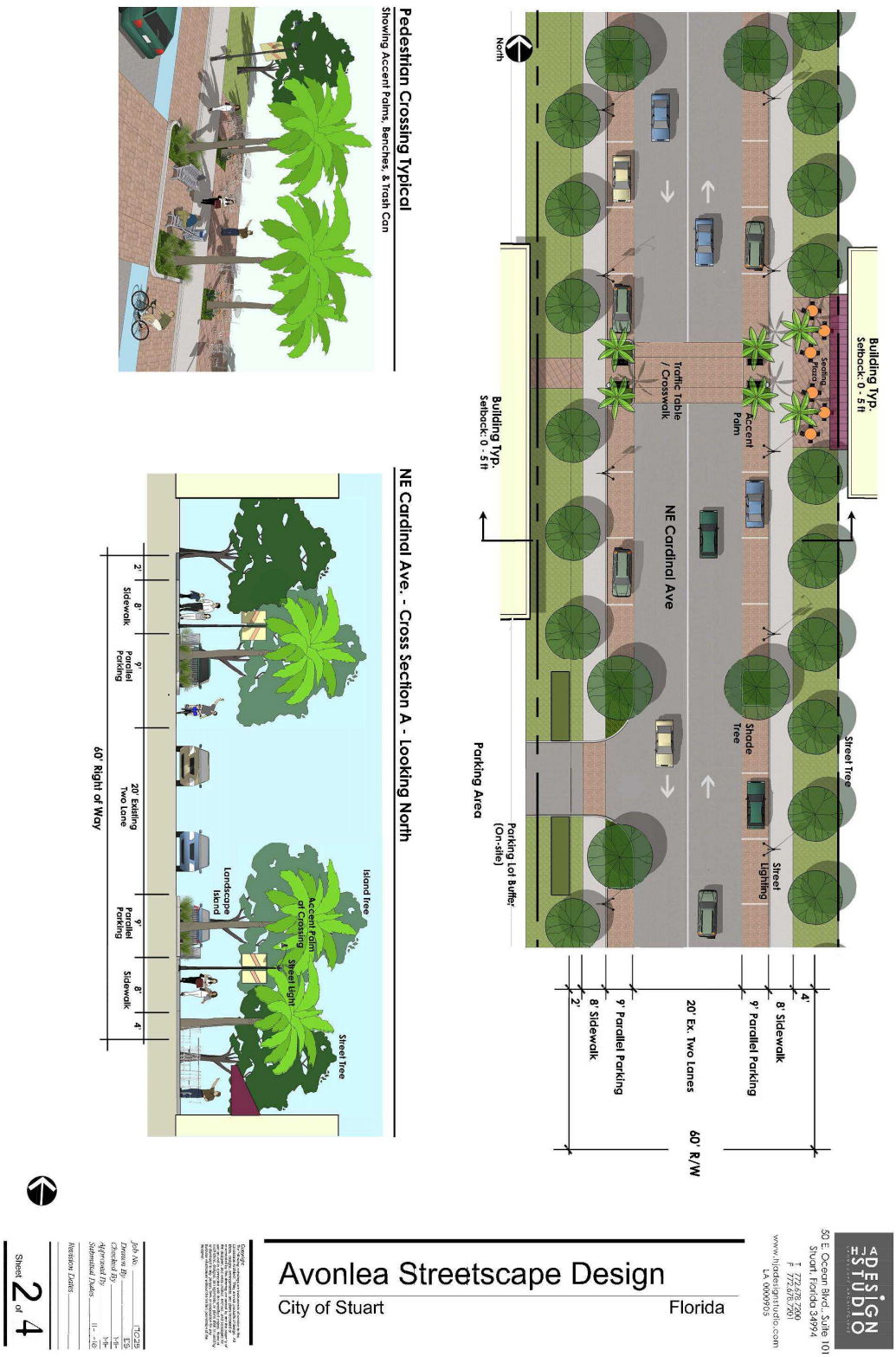
Legend

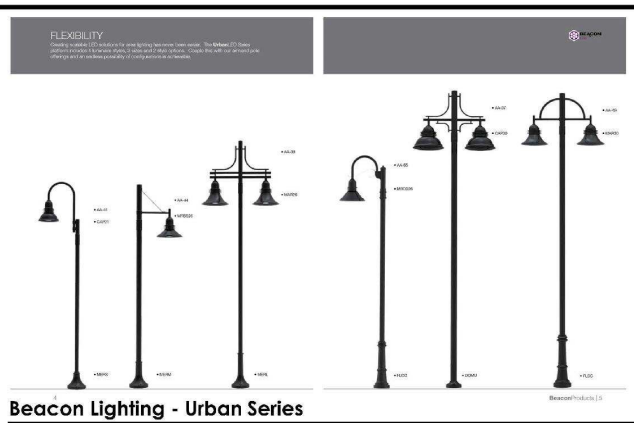
- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

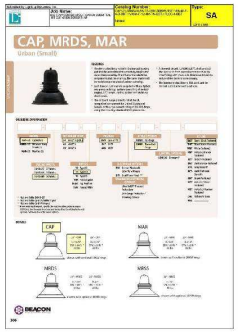
Scale: 1" = 100'
0' 50' 100' 200' 300'

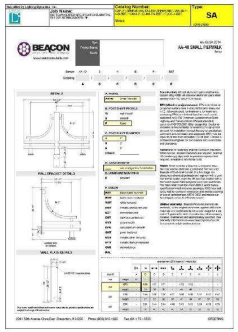
NEW AVONLEA PUD
OFFSITE IMPROVEMENT PLAN

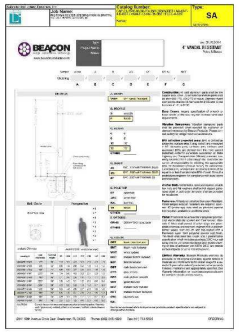
Sheet 1 of 4

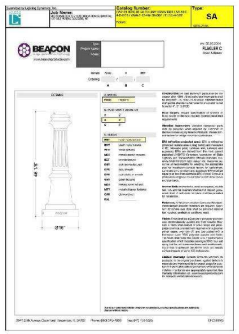

Building Typ.
Setback: 0 - 5 ft
Seating Plaza
Street Tree
Accent Palm
Shade Tree
Street Lighting
Traffic Table / Crosswalk
NE Cardinal Ave
Building Typ.
Setback: 0 - 5 ft
Parking Lot Buffer (On-site)
Parking Area
North
4'
8' Sidewalk
9' Parallel Parking
20' Ex. Two Lanes
60' R/W
9' Parallel Parking
8' Sidewalk
2'
Pedestrian Crossing Typical
Showing Accent Palms, Benches, & Trash Can
NE Cardinal Ave. - Cross Section A - Looking North
Island tree
Accent Palm of Crossing
Street Light
Landscape Island
Street Tree
2'
8' Sidewalk
9' Parallel Parking
20' Existing Two Lane
9' Parallel Parking
8' Sidewalk
4'
60' Right of Way
HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905
Avonlea Streetscape Design
City of Stuart
Florida
Job No. TC25
Drawn By ES
Checked By
Approved By
Submitted Date
Revision Dates
Sheet 2 of 4



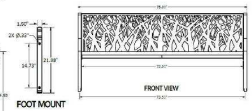








Beacon Lighting - Urban Series



ANOVA

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St. Louis, MO 63141
800.231.1327 tel | 314.754.0835 fax
specify@anovafurnishings.com
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AE2680STX— Air Stix 6' Contour Bench

6' perforated steel contour bench with stix pattern seat and cast aluminum legs

Material
The 6' contour bench is composed of a 10 gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 22" long and will support 240 lbs. per linear foot.
The bench legs have pre-drilled .375" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

Finish
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Tested components exceed the industry standard by 54% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20 year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.

Unit Weight	Unit Shipping Wt. (LPS)	Unit Shipping Wt. Truck (In Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (55" x 54")	Total No. Pkgs.	Shipping Class
104 lbs.	N/A	154 lbs./unit	28.75 cu. ft.	2	180 lbs.	3	190

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L1440A— Latitude 4' Contour Bench with Armrests

4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 4' contour bench is composed of a 12 gauge steel slat seat with a .75" wide slat pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 240 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

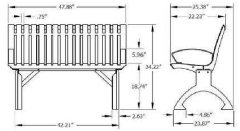
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The physical coating has an average thickness of .125" and is encapsulated with a richly textured, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM B117-94 and achieved to be in compliance with California Under Car Coat R03.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Tested components exceed the industry standard by 54% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20 year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



Unit Weight	Unit Shipping Wt. (LPS)	Unit Shipping Wt. Truck (In Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (48" x 32")	Total No. Pkgs.	Shipping Class
108 lbs.	N/A	152 lbs./unit	21 cu. ft.	3	90 lbs.	3	70

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L1441A— Latitude 6' Contour Bench with Armrests

6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 6' contour bench is composed of a 12 gauge steel slat seat with a .75" wide slat pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 240 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

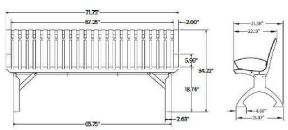
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The physical coating has an average thickness of .125" and is encapsulated with a richly textured, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM B117-94 and achieved to be in compliance with California Under Car Coat R03.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Tested components exceed the industry standard by 54% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20 year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



Unit Weight	Unit Shipping Wt. (LPS)	Unit Shipping Wt. Truck (In Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (54" x 32")	Total No. Pkgs.	Shipping Class
140 lbs.	N/A	198 lbs./unit	38 cu. ft.	3	180 lbs.	3	70

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Anova - Bench Options

Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheat Bench
Textured_Black Framework

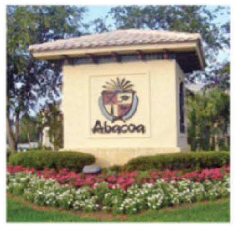
HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Streetscape Furnishings

City of Stuart, Florida

Sheet 3 of 4

Concepts shown here are for illustrative purposes and are intended to be finalized with staff durring the PUD Amendment process for site plan approval.



Project Identity Monuments / Column Features

Large & Small Scale Water Features

All items conceptual. Approved site plan details shall control.

TRANSFORMER DETAIL

NTS

ELEVATION VIEW

PLAN VIEW

LIGHT POLE DETAIL

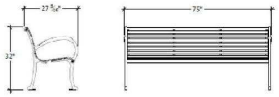
NTS

CREE EDGE SERIES
LED
CAST ALUMINUM HOUSING
CONCRETE POLE

OR EQUAL

BENCH DETAIL

NTS



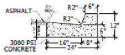
TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN
FINISH: ZINC RICH AND POLYESTER POWDER COAT

D CURB DETAIL

NTS

F CURB DETAIL

NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE UP THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

BIKE RACK DETAIL

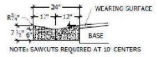
NTS

DERU BIKE RACK CO.
STUART MR.TG GREDMENT

HOOP 30 WELDMENT 2000070-S
STUART MR PLATE 1004400-A

VALLEY CURB DETAIL

NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

TRASH CAN DETAIL

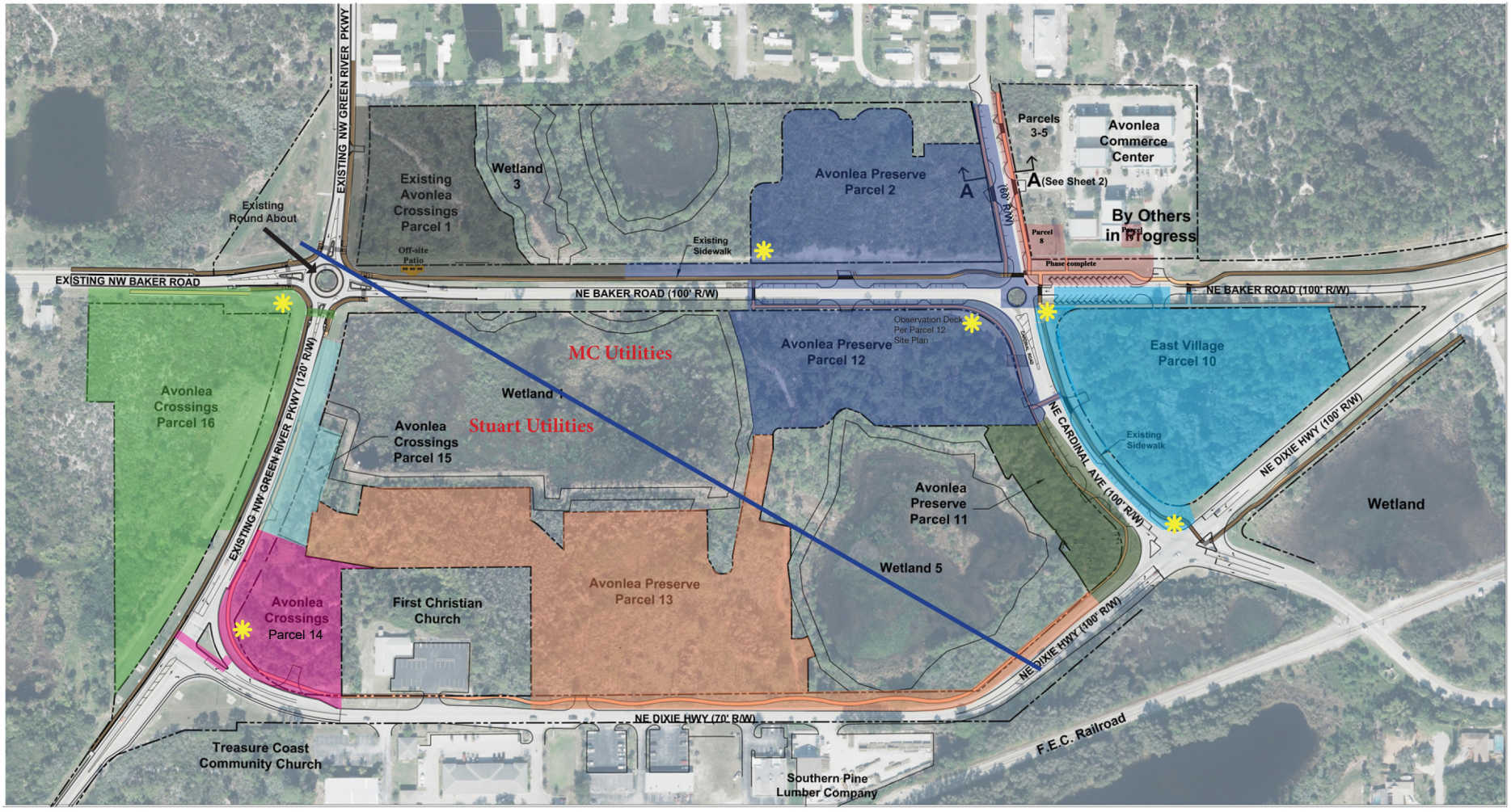
NTS

TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

Sheet **4** of **4**

Site Details

NEW AVONLEA PUD
OFFSITE IMPROVEMENT PLAN



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

Parcels 2& 12
Gateway Feature

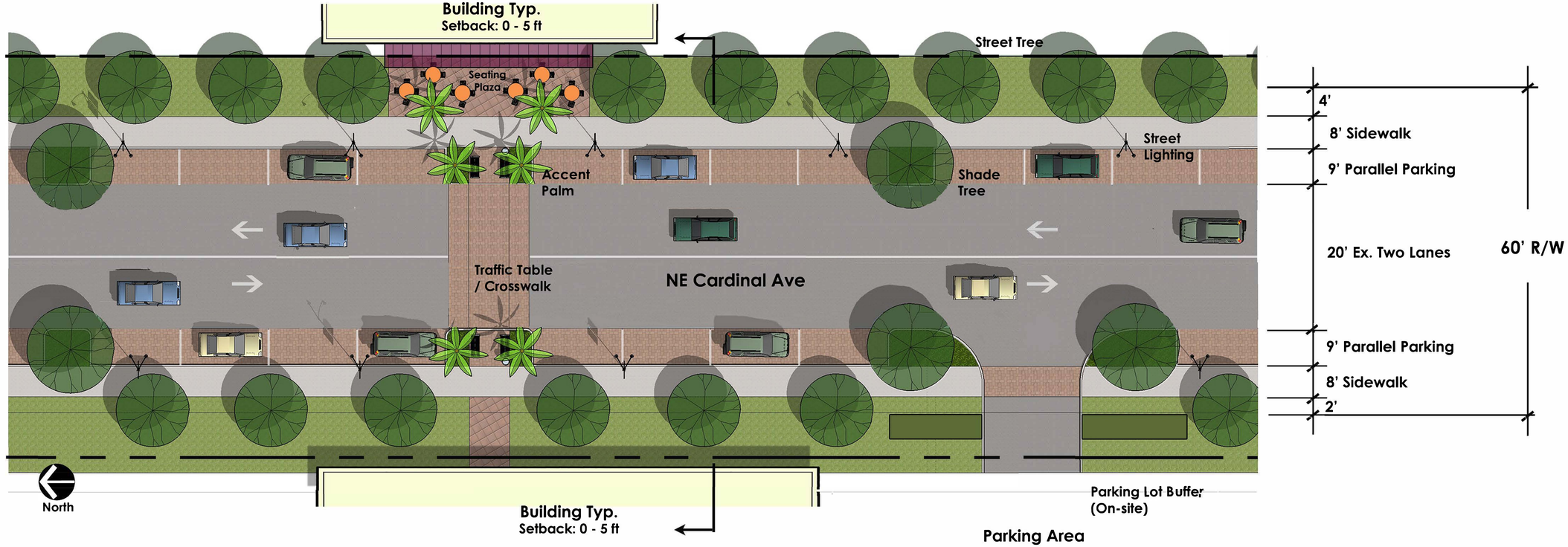
Location of feature to be detailed on site plan.

Legend

- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 8 & 9 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

Scale: 1" = 100'

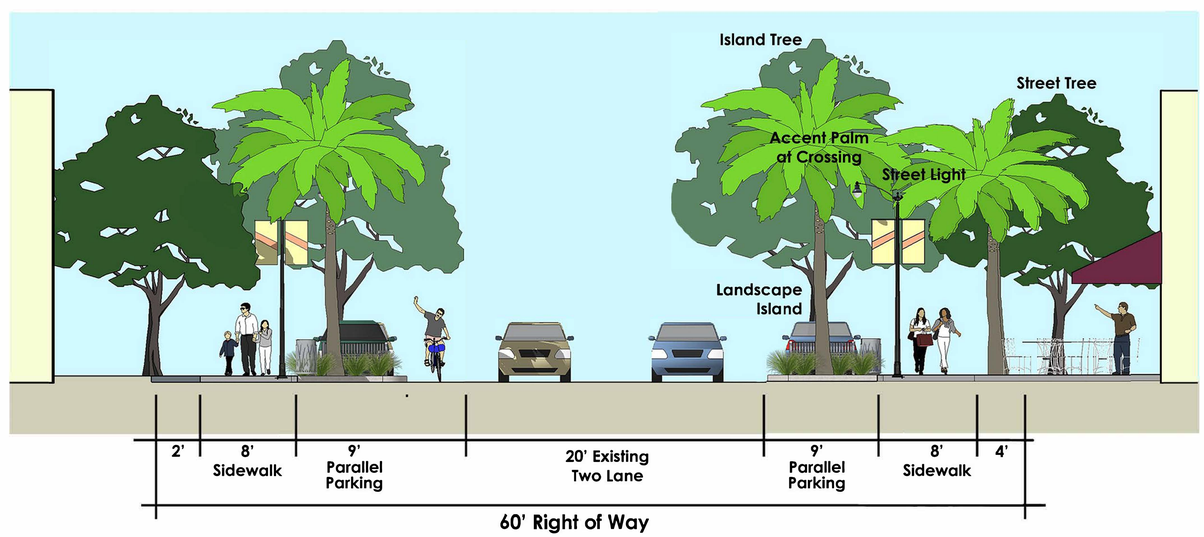
0' 50' 100' 200' 300'



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section A - Looking North



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F 772.678.7201
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LA 0000905

Avonlea Streetscape Design

City of Stuart, Florida

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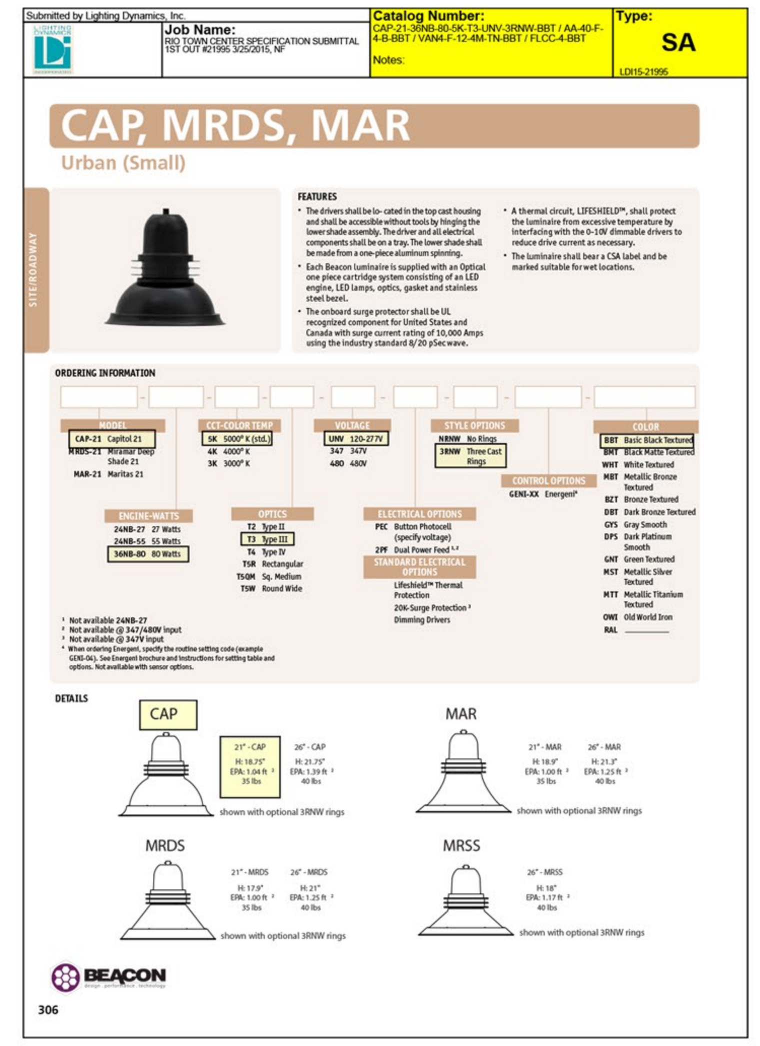
Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	11-11-16
Revision Dates	

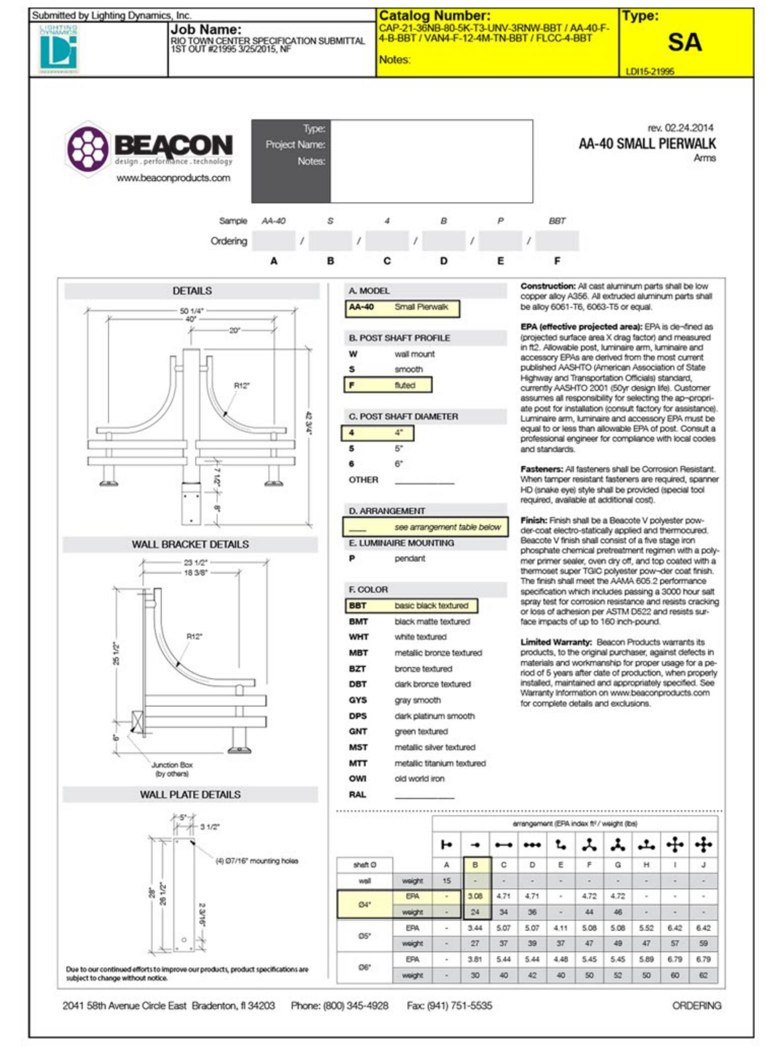

Submitted by Lighting Dynamics, Inc.
Job Name: RIO TOWN CENTER SPECIFICATION SUBMITTAL 1ST OUT #21995 3/25/2015, NF
Catalog Number: CAP-21-36NB-80-5K-T3-UNV-3RNW-BBT / AA-40-F-4-B-BBT / VAN4-F-12-4M-TN-BBT / FLCC-4-BBT
Notes:
Type: SA
LDI15-21995

CAP, MRDS, MAR
Urban (Small)

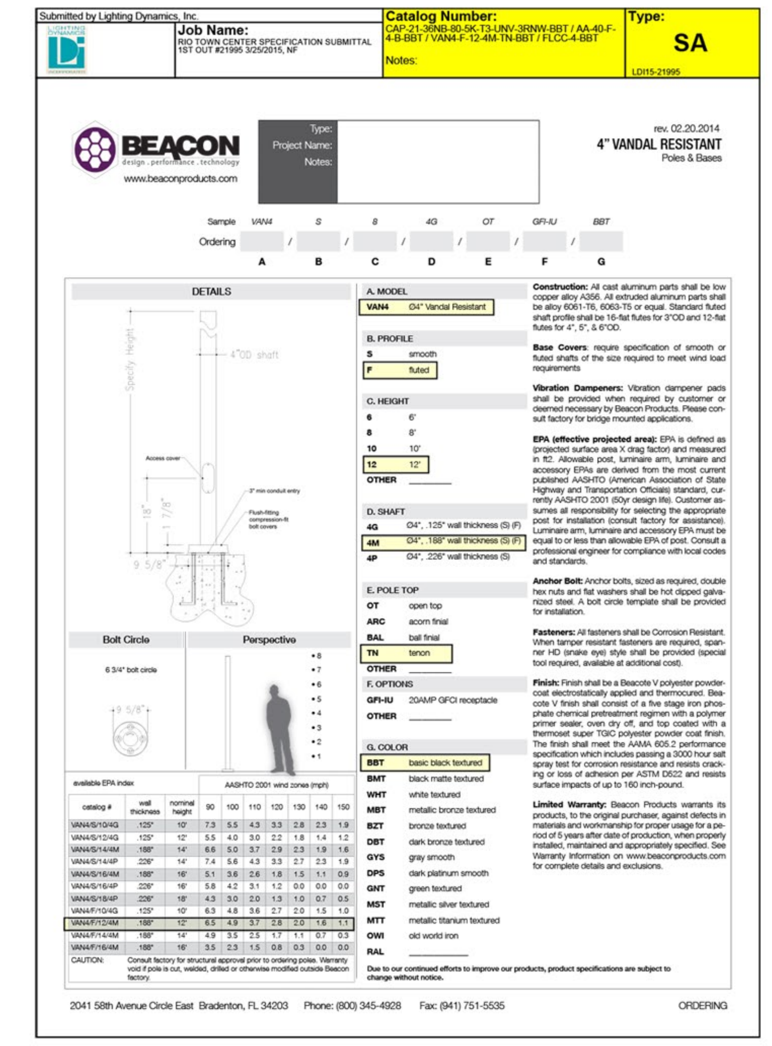
FEATURES
- The drivers shall be lo-cated in the top cast housing and shall be accessible without tools by hinging the lower shade assembly. The driver and all electrical components shall be on a tray. The lower shade shall be made from a one-piece aluminum spinning.
- Each Beacon luminaire is supplied with an Optical one piece cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- The onboard surge protector shall be UL recognized component for United States and Canada with surge current rating of 10,000 Amps using the industry standard 8/20 µSec wave.
- A thermal circuit, LIFESHIELD™, shall protect the luminaire from excessive temperature by interfacing with the 0-10V dimmable drivers to reduce drive current as necessary.
- The luminaire shall bear a CSA label and be marked suitable for wet locations.

ORDERING INFORMATION
MODEL: CAP-21 Capitol 21; MRDS-21 Miramar Deep Shade 21; MAR-21 Maritas 21
ENGINE-WATTS: 24NB-27 27 Watts; 24NB-55 55 Watts; 36NB-80 80 Watts
CCT-COLOR TEMP: 5K 5000° K (std.); 4K 4000° K; 3K 3000° K
OPTICS: T2 Type II; T3 Type III; T4 Type IV; T5R Rectangular; T5QM Sq. Medium; T5W Round Wide
VOLTAGE: UNV 120-277V; 347 347V; 480 480V
ELECTRICAL OPTIONS: PEC Button Photocell (specify voltage); 2PF Dual Power Feed
STANDARD ELECTRICAL OPTIONS: Lifeshield™ Thermal Protection; 20K-Surge Protection; Dimming Drivers
STYLE OPTIONS: NRNW No Rings; 3RNW Three Cast Rings
CONTROL OPTIONS: GENI-XX Energeni
COLOR: BBT Basic Black Textured; BMT Black Matte Textured; WHT White Textured; MBT Metallic Bronze Textured; BZT Bronze Textured; DBT Dark Bronze Textured; GYS Gray Smooth; DPS Dark Platinum Smooth; GNT Green Textured; MST Metallic Silver Textured; MTT Metallic Titanium Textured; OWI Old World Iron; RAL

DETAILS
CAP: 21" - CAP H: 18.75" EPA: 1.04 ft² 35 lbs; 26" - CAP H: 21.75" EPA: 1.39 ft² 40 lbs
MAR: 21" - MAR H: 18.9" EPA: 1.00 ft² 35 lbs; 26" - MAR H: 21.3" EPA: 1.25 ft² 40 lbs
MRDS: 21" - MRDS H: 17.9" EPA: 1.00 ft² 35 lbs; 26" - MRDS H: 21" EPA: 1.25 ft² 40 lbs
MRSS: 26" - MRSS H: 18" EPA: 1.17 ft² 40 lbs
shown with optional 3RNW rings
BEACON
306


Submitted by Lighting Dynamics, Inc.
Job Name: RIO TOWN CENTER SPECIFICATION SUBMITTAL 1ST OUT #21995 3/25/2015, NF
Catalog Number: CAP-21-36NB-80-5K-T3-UNV-3RNW-BBT / AA-40-F-4-B-BBT / VAN4-F-12-4M-TN-BBT / FLCC-4-BBT
Type: SA

BEACON
rev. 02.24.2014
AA-40 SMALL PIERWALK
Arms
A. MODEL: AA-40 Small Pierwalk
B. POST SHAFT PROFILE: W wall mount; S smooth; F fluted
C. POST SHAFT DIAMETER: 4 4"; 5 5"; 6 6"; OTHER
D. ARRANGEMENT: see arrangement table below
E. LUMINAIRE MOUNTING: P pendant
F. COLOR: BBT basic black textured; BMT black matte textured; WHT white textured; MBT metallic bronze textured; BZT bronze textured; DBT dark bronze textured; GYS gray smooth; DPS dark platinum smooth; GNT green textured; MST metallic silver textured; MTT metallic titanium textured; OWI old world iron; RAL
2041 58th Avenue Circle East Bradenton, fl 34203 Phone: (800) 345-4928 Fax: (941) 751-5535 ORDERING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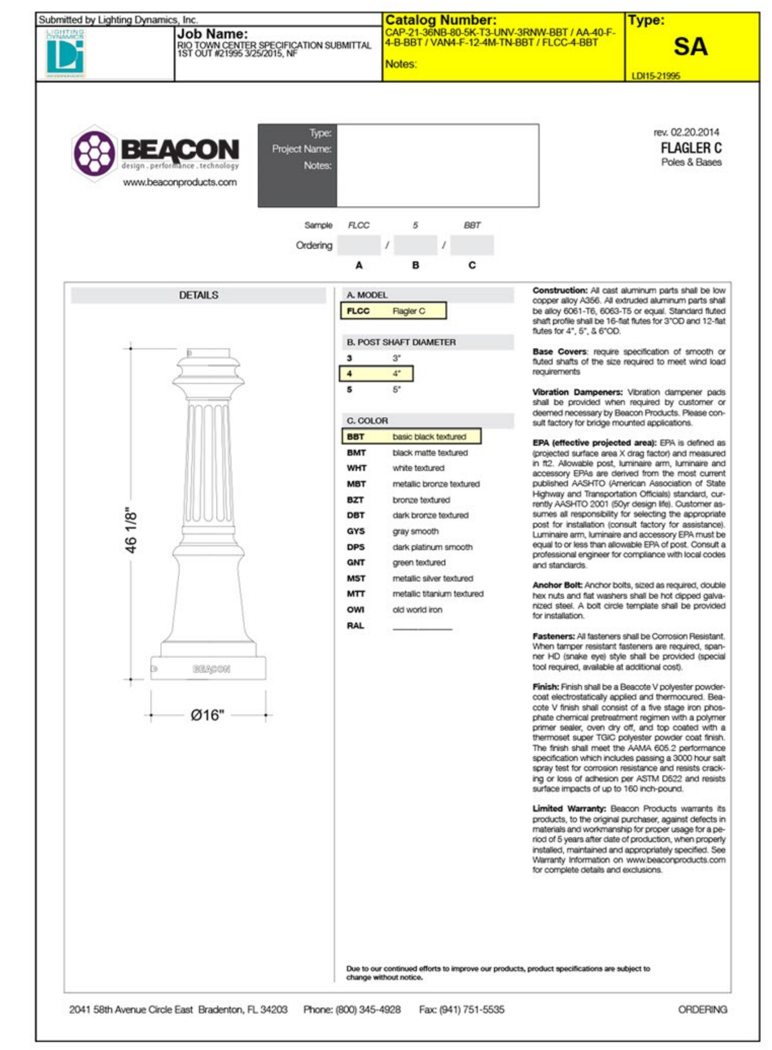
Catalog Number: CAP-21-36NB-80-5K-T3-UNV-3RNW-BBT / AA-40-F-4-B-BBT / VAN4-F-12-4M-TN-BBT / FLCC-4-BBT
Type: SA

BEACON
rev. 02.20.2014
4" VANDAL RESISTANT
Poles & Bases
A. MODEL: VAN4 Ø4" Vandal Resistant
B. PROFILE: S smooth; F fluted
C. HEIGHT: 6 6'; 8 8'; 10 10'; 12 12'; OTHER
D. SHAFT: 4G Ø4", .125" wall thickness (S) (F); 4M Ø4", .188" wall thickness (S) (F); 4P Ø4", .226" wall thickness (S)
E. POLE TOP: OT open top; ARC acorn finial; BAL ball finial; TN tenon; OTHER
F. OPTIONS: GFI-IU 20AMP GFCI receptacle; OTHER
G. COLOR: BBT basic black textured; BMT black matte textured; WHT white textured; MBT metallic bronze textured; BZT bronze textured; DBT dark bronze textured; GYS gray smooth; DPS dark platinum smooth; GNT green textured; MST metallic silver textured; MTT metallic titanium textured; OWI old world iron; RAL
2041 58th Avenue Circle East Bradenton, FL 34203 Phone: (800) 345-4928 Fax: (941) 751-5535 ORDERING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Catalog Number: CAP-21-36NB-80-5K-T3-UNV-3RNW-BBT / AA-40-F-4-B-BBT / VAN4-F-12-4M-TN-BBT / FLCC-4-BBT
Type: SA

BEACON
rev. 02.20.2014
FLAGLER C
Poles & Bases
A. MODEL: FLCC Flagler C
B. POST SHAFT DIAMETER: 3 3"; 4 4"; 5 5"
C. COLOR: BBT basic black textured; BMT black matte textured; WHT white textured; MBT metallic bronze textured; BZT bronze textured; DBT dark bronze textured; GYS gray smooth; DPS dark platinum smooth; GNT green textured; MST metallic silver textured; MTT metallic titanium textured; OWI old world iron; RAL
46 1/8"
Ø16"
Due to our continued efforts to improve our products, product specifications are subject to change without notice.
2041 58th Avenue Circle East Bradenton, FL 34203 Phone: (800) 345-4928 Fax: (941) 751-5535 ORDERING

Beacon Lighting - Urban Series

ANOVA

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specify@anovafurnishings.com
anovafurnishings.com

AE2680STX— Airi Stix 6' Contour Bench

6' perforated steel contour bench with stix pattern seat and cast aluminum legs

Material
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have predrilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

Finish
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

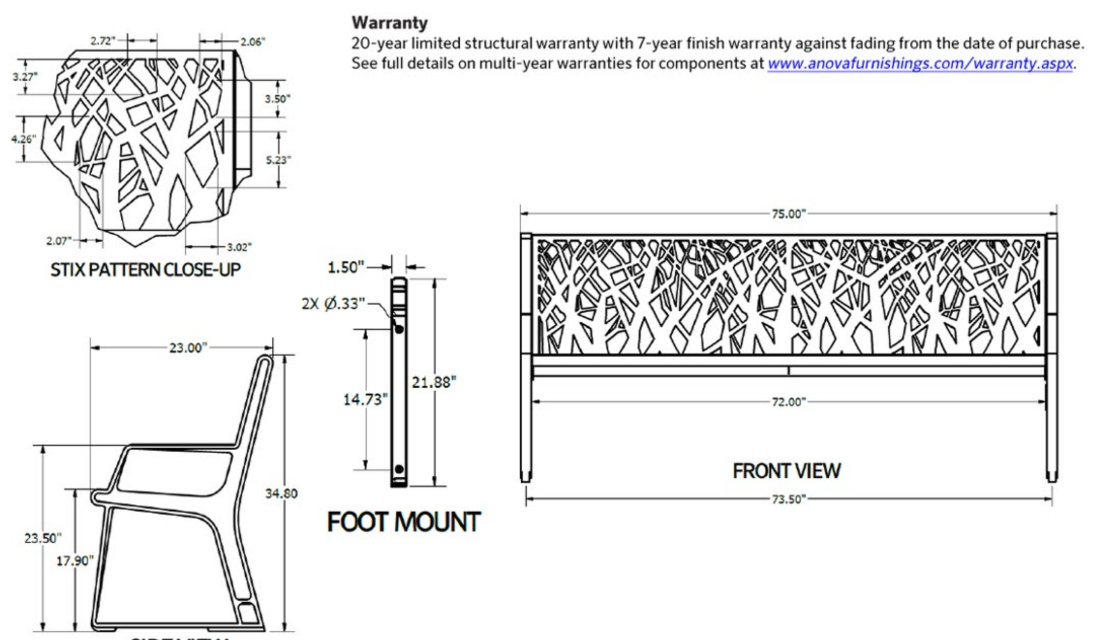
Color
See website or sales representative for color choices.

Page 164 of 246

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (32" x 74")	Total No. Pkgs.	Shipping Class
134 lbs.	N/A	154 lbs./unit	28.78 cu. ft.	2	100 lbs.	3	100

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ANOVA

211 North Lindbergh Blvd.
St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1440A— Latitude 4' Contour Bench with Armrests

4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 4' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

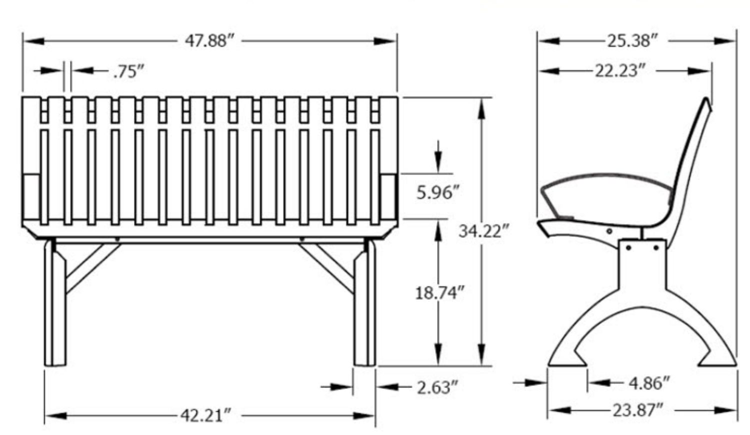
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (48" x 32")	Total No. Pkgs.	Shipping Class
109 lbs.	N/A	132 lbs./unit	21 cu. ft.	3	50 lbs.	3	70

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St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1441A— Latitude 6' Contour Bench with Armrests

6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 6' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
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Color
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Assembly
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The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
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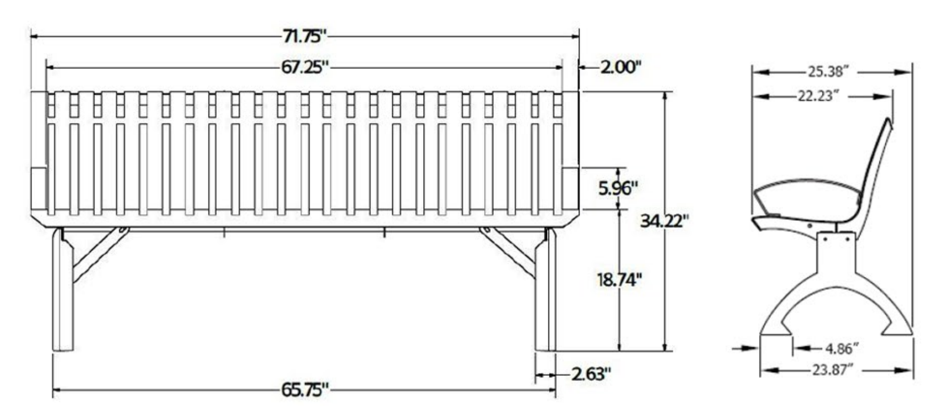

SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (74" x 32")	Total No. Pkgs.	Shipping Class
140 lbs.	N/A	168 lbs./unit	30 cu. ft.	3	100 lbs.	3	70

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Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheat Bench
Textured_Black Framework

Anova - Bench Options

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

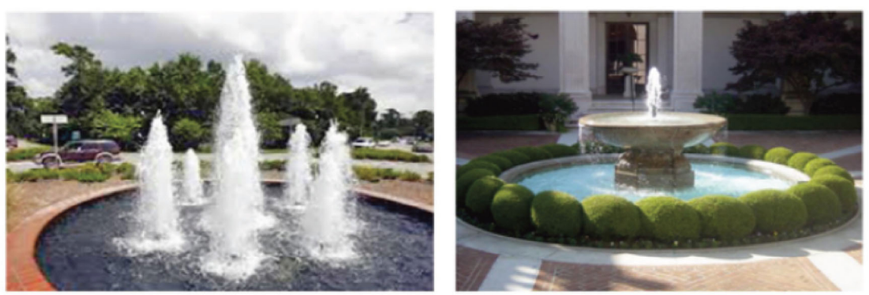
Streetscape Furnishings

City of Stuart, Florida

Sheet 3 of 4

Concepts shown here are for illustrative purposes and are intended to be finalized with staff durring the PUD Amendment process for site plan approval.

Project Identity Monuments / Column Features



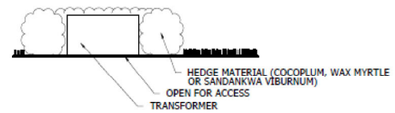
Large & Small Scale Water Features

All items conceptual. Approved site plan details shall control.

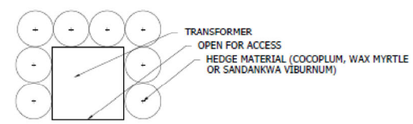
TRANSFORMER DETAIL

NTS

ELEVATION VIEW



PLAN VIEW



LIGHT POLE DETAIL

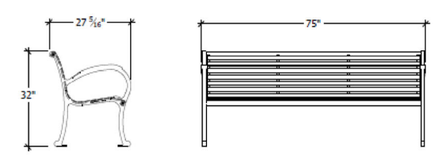
NTS

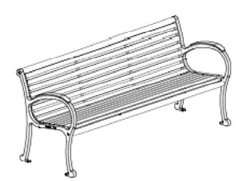
CREE EDGE SERIES
LED
CAST ALUMINUM HOUSING
CONCRETE POLE

OR EQUAL

BENCH DETAIL

NTS

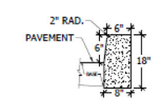




TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN
FINISH: ZINC RICH AND POLYESTER POWDER COAT

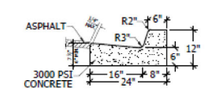
D CURB DETAIL

NTS



F CURB DETAIL

NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

BIKE RACK DETAIL

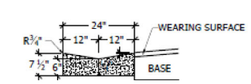
NTS

DERO BIKE RACK CO.
STUART HR-IG WELDMENT

HOOP IG WELDMENT 2000070-B
STUART HR PLATE 1004486-A

VALLEY CURB DETAIL

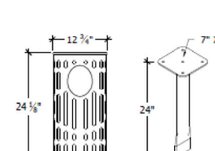
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

TRASH CAN DETAIL

NTS



TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

Sheet 4 of 4

Site Details

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Avonlea Streetscape Design

Streetscape Furnishings

City of Stuart Florida

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Examples of Gateway / Project Identity Features

Project Identity Monuments / Column Features

Large & Small Scale Water Features

Landscape Theme

Legend

- Existing Sidewalk / Multi-use Path
- Proposed Sidewalk / Multi-use Path
- Gateway / Project Identity Feature

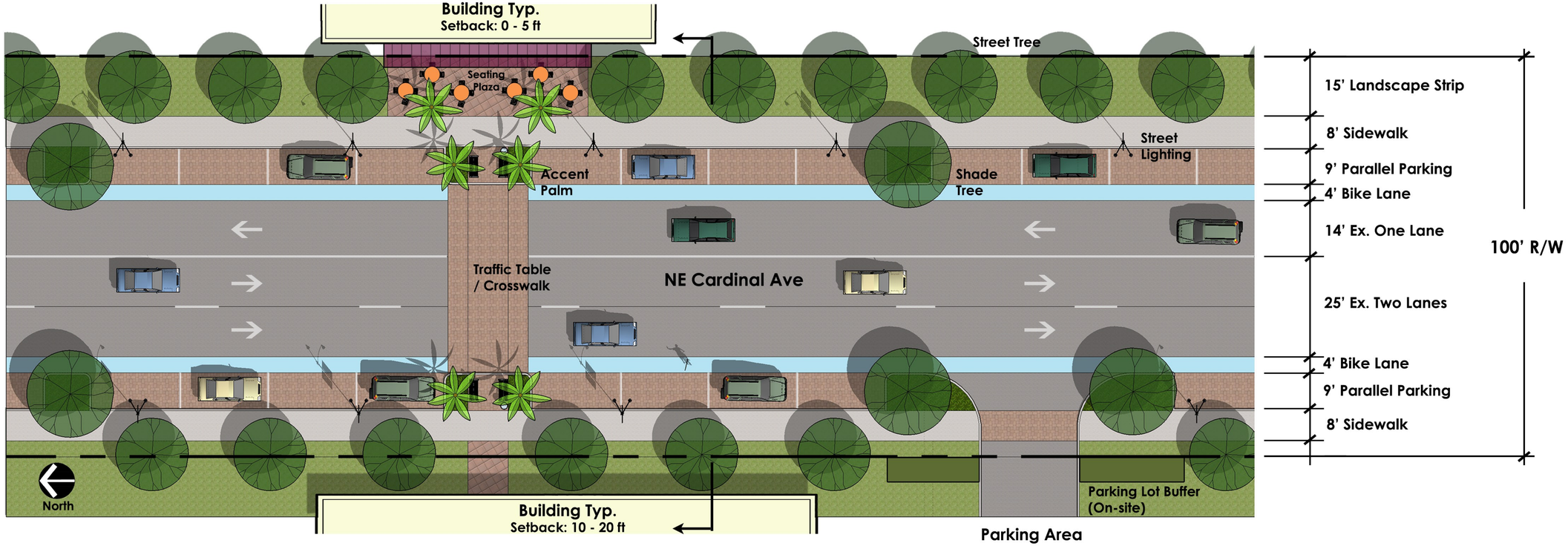
Scale: 1" = 100'

0' 50' 100' 200' 300'

North

Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	11-11-16
Revision Dates	

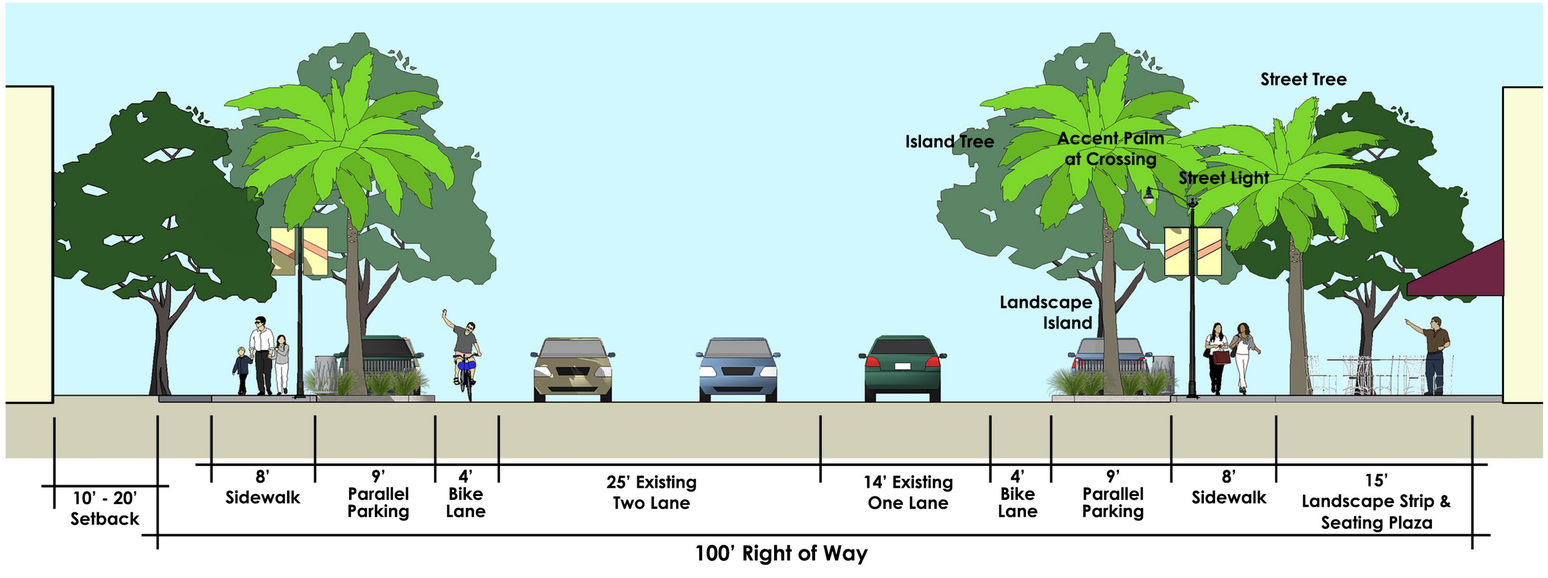
Sheet 1 of 2



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section Looking North



HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

NE Cardinal Ave. - Streetscape Typical

City of Stuart, Florida

Offsite Improvement Amendment

Justification Statement

City of Stuart

Development Department

121 SW Flagler Ave

Stuart, FL 34994

RE: Avonlea PUD Offsite Improvement Plan Amendment

The objective of this submittal is to clarify obligations of developer(s) related to parcels within the New Avonlea PUD. Subsequent to past approvals, survey and engineering work performed has revealed challenges impeding development of the improvements as proposed and recent applications have revealed confusion related to the obligations of parcel owners.

The intention of this amendment is to clarify these issues and develop a more fluid and realistic plan for the proposed offsite improvements at Avonlea.

1. **Sidewalks**

We have proposed amending the plan to eliminate sidewalks where grade changes and slopes into wetlands create challenges to development. These changes are made with the intention of preserving pedestrian connectivity, and connectivity through the project and eliminating potential negative impacts to wetland areas from additional runoff, rubbish and other conditions.

Because the sidewalk on the south side of Baker Road was a requirement of Parcels 2 and 12, we have added a 3rd amenity to that portion of the project in the form of an observation deck in the northwest corner of the parcel.

The challenge:

View East along South Side of Baker Road abutting Wetland 1

View West along south side of Baker Road abutting Wetland 1

Existing Conditions:

Existing Sidewalk along the north side of Baker Road

Existing Sidewalk Along the north side of Baker Road

2. Gateway/Project Identity Features

Gateway/Project Identity Features are designed to be features that identify development areas as part of the Avonlea community and bring art to public places. The location and design of these features is shown in the offsite plan to 1. Identify the party responsible for the feature and 2. Give guidance to the design team and staff in the design of the feature proposed with the parcel to construct the feature. A feature will qualify as a Gateway/Project Identity Feature when it accomplishes the following:

1. Identifies the project as part of Avonlea. Avonlea is noted as the “Important local theme” in accordance with the definition of public art.

2. Is visible, accessible or otherwise available to the public.

The location of the Gateway/Project Identity Feature on the Offsite Improvement Plan is conceptual, the feature may be moved based on the site plan submitted for each parcel so long as the feature is constructed by the responsible party and so long as the feature meets the above criteria.

The gateway/project identity feature may include Art and the Art component of the feature will qualify as art in public places upon approval by the CRB.

Staff may approve features as Gateway/Project Features in the site plan approval process by administrative approval. Upon approval the feature will be added to the Offsite Improvement Plan.

3. Cross Sections

Cross sections will be provided at the time of the site plan approval and will match in concept the Offsite Improvement Plan with adjustments made to accommodate field conditions.

4.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board

Meeting Date: 5/5/2020 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

FIRST AMENDMENT TO NEW AVONLEA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) AGREEMENT (RC)

RESOLUTION NUMBER 04-2020 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHAIR PERSON TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On August 27, 2018, the Community Redevelopment Agency approved a Real Estate Development Accelerator (REDA) Pilot Program Agreement in which the New Avonlea PUD project would receive tax increment benefit to assist in the debt service that is required to fund the construction costs associated with the offsite infrastructure improvements being built as part of this project. The off-site infrastructure improvements include on-street parking, new roundabout, gateway features, sidewalk inter-connectivity, street landscaping, lighting, street furniture, crosswalks and neighborhood connectivity. In addition, the New Avonlea PUD will provide housing options and a mixed-use development in the CRA.

Pursuant to the REDA agreement, the offsite improvements were to be completed in two phases. Phase 1 improvements which include NE Baker Road and northern portion of Cardinal Avenue were to be completed by January 2020 and the 50% tax increment financing (TIF) revenue benefit was to be paid for 5 years based upon the increase in assessed value of the lots adjacent to Phase One. In addition, Phase 2 required all the off-site improvements on NW Green River Parkway, NE Dixie Hwy, southern portion of Cardinal Avenue and eastern portion of NE Baker Road to be completed by May 2022 or the TIF benefits for the lots adjacent to Phase Two would be void.

The REDA agreement is linked to the off-site infrastructure improvements plan in the New Avonlea PUD. The applicant of the New Avonlea PUD is requesting to amend the off-site improvements plan to clarify obligations of developer(s) with respect to offsite improvements related to parcels within the PUD and develop a more realistic plan for the proposed offsite improvements. The proposed amendment to the offsite improvements plan requires updating the adopted REDA agreement to be consistent with the off-site improvement plan in the PUD and updating the timeline to complete the off-site improvements.

The exiting REDA agreement has TIF revenue distribution based on the two-phasing plan. However, the development pattern within the PUD has caused confusion related to the obligations of parcel owners. The Off-site Improvement Plan has been updated to eliminate phasing plan and instead, the applicant has provided a color-coded plan that demonstrates which tax parcel is financially responsible for the associated off-site improvements on the plan (see “Exhibit A”). The incentive payment will remain the same, which is 50% of TIF revenue generated from increase in assessed value of the tax parcel associated with off-site improvements for a period of five consecutive years. At the end of the five-year period, the tax parcel will be removed from the TIF calculation due to the Company.

The development schedule for each tax parcel will determine the time frame for off-site improvements. The CRA will not be obligated to make any TIF payments for any tax parcel after May 1, 2039.

During this time, if the City completes a portion of the off-site improvements as required in the approved off-site improvement plan, then the company will not receive any payments until the City has been reimbursed for its expenditure through TIF revenue.

At any time, the offsite improvements plan of the New Avonlea PUD is amended, the agreement binding the improvements will remain and require an amendment to the REDA agreement.

Funding Source:
CRA Future Tax Increment Revenue from New Avonlea development project.

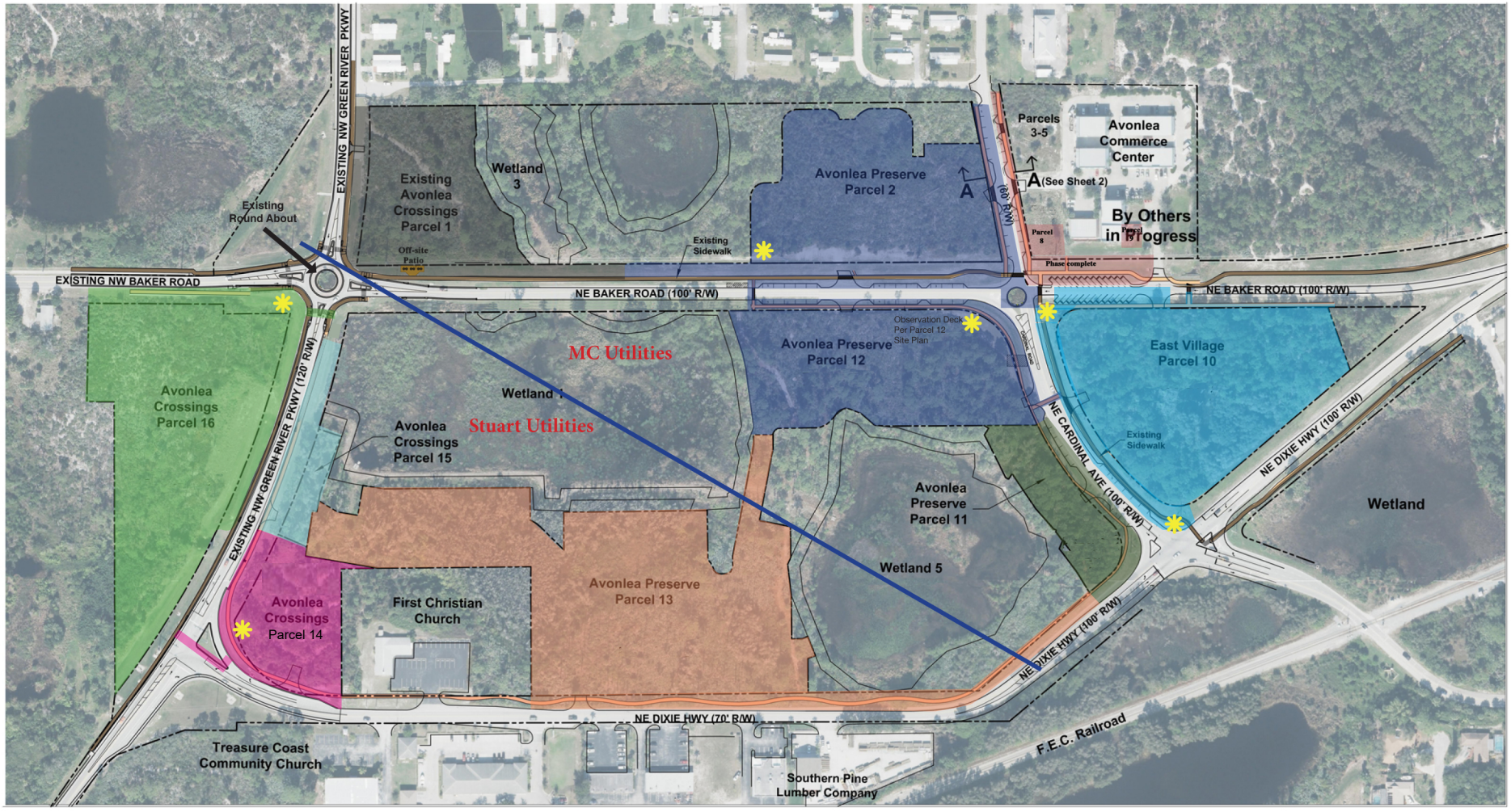
Recommended Action:
Approve Resolution No. 04-2020 CRA, amendment to the REDA agreement.

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution No. 04-2020 - Exhibits A and B	4/27/2020	Exhibit
	Resolution No. 01-2018 (CRA) Initial Approved REDA Agreement	4/24/2020	Backup Material
	Agenda Item 8-27-2018	4/24/2020	Backup Material
	Resoltuion No. 04-2020 REDA Agreement	4/28/2020	Resolution add to Y drive

EXHIBIT A
OFF-SITE IMPROVEMENTS PLAN

NEW AVONLEA PUD
OFFSITE IMPROVEMENT PLAN



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

Parcels 2& 12
Gateway Feature

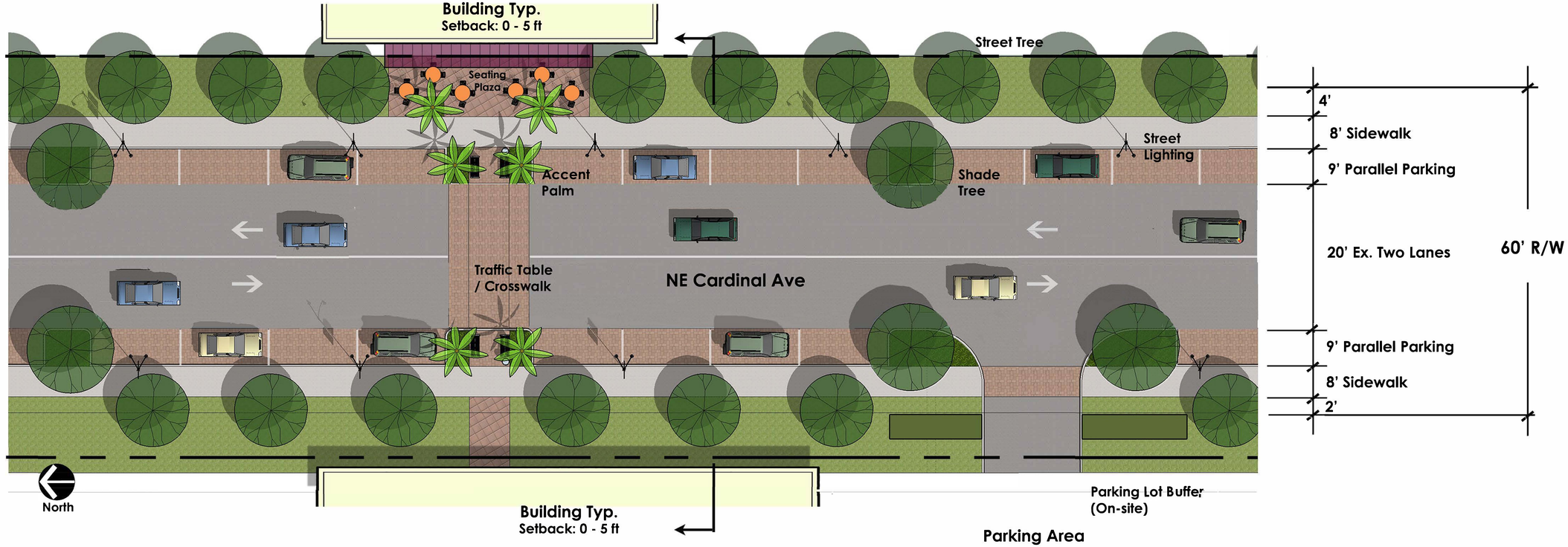
Location of feature to be detailed on site plan.

Legend

- Gateway/Project Identity Feature
- Existing Sidewalks
- Parcel 2 & 12 Improvements
- Parcel 8 & 9 Improvements
- Parcel 10 Improvements
- Parcel 11 Improvements
- Parcel 13 Improvements
- Parcel 14 Improvements
- Parcel 15 Improvements
- Parcel 16 Improvements

Scale: 1" = 100'

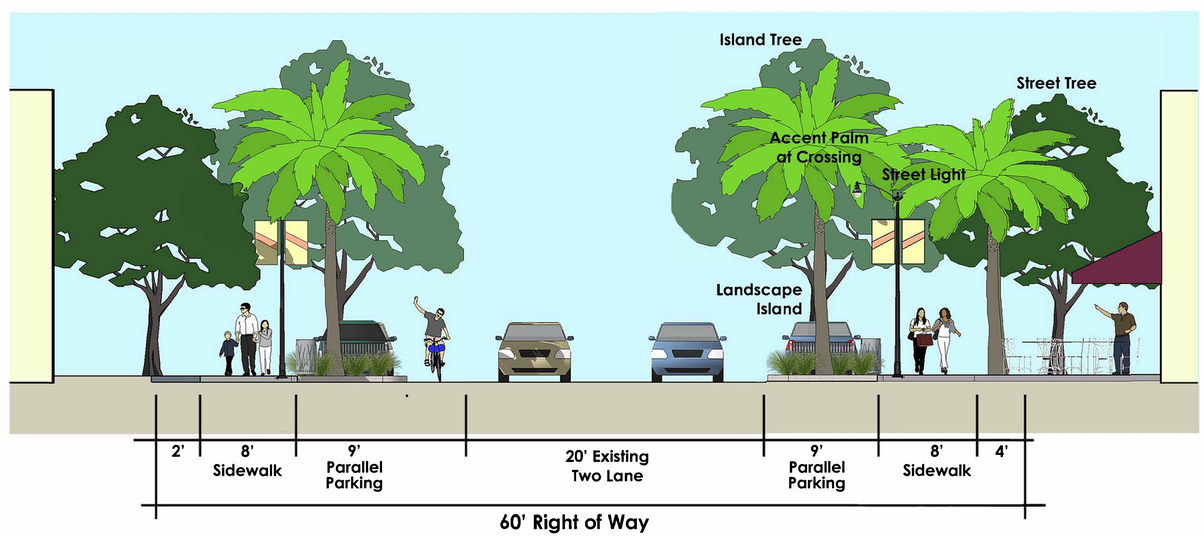
0' 50' 100' 200' 300'



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section A - Looking North



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LA 0000905

Avonlea Streetscape Design

City of Stuart, Florida

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Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	11-11-16
Revision Dates	

FLEXIBILITY

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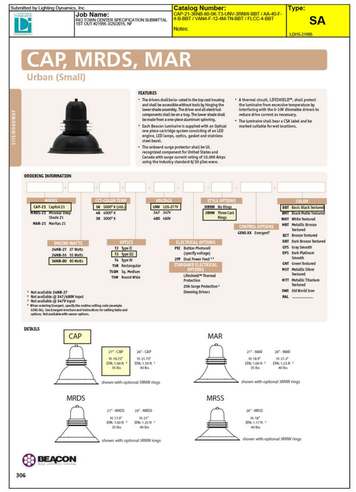
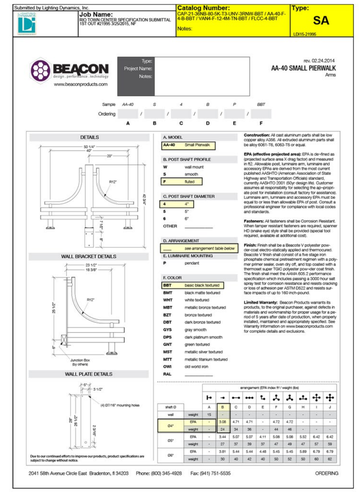
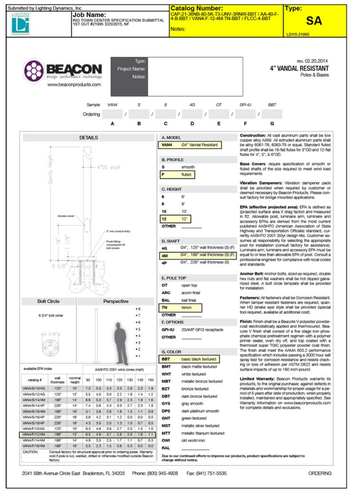
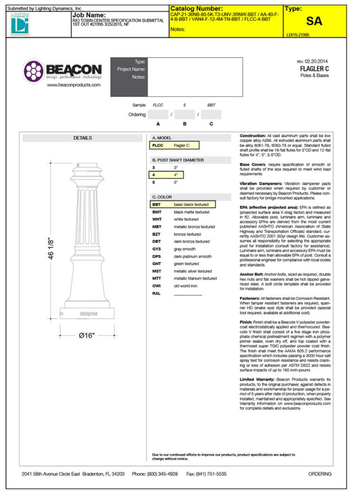
Beacon Lighting - Urban Series









Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood Portable Surface Mount Wheat Bench Textured_Black Framework

211 North Lindbergh Blvd.
St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

AE2680STX— Airi Stix 6' Contour Bench

6' perforated steel contour bench with stix pattern seat and cast aluminum legs

Material
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have predrilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

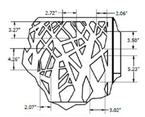
Finish
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

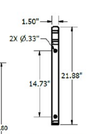
Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at *www.anovafurnishings.com/warranty.aspx*.

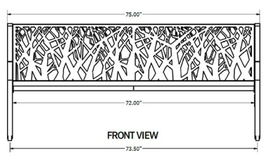


STIX PATTERN CLOSE-UP

SIDE VIEW



FOOT MOUNT



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (32" x 74")	Total No. Pkgs.	Shipping Class
134 lbs.	N/A	154 lbs./unit	28.78 cu. ft.	2	100 lbs.	3	100

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211 North Lindbergh Blvd.
St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1440A— Latitude 4' Contour Bench with Armrests

4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 4' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

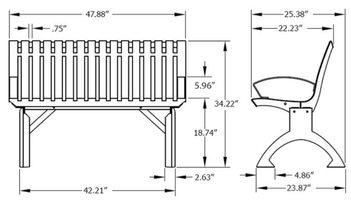
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at *www.anovafurnishings.com/warranty.aspx*.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (48" x 32")	Total No. Pkgs.	Shipping Class
109 lbs.	N/A	132 lbs./unit	21 cu. ft.	3	50 lbs.	3	70

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St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1441A— Latitude 6' Contour Bench with Armrests

6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 6' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
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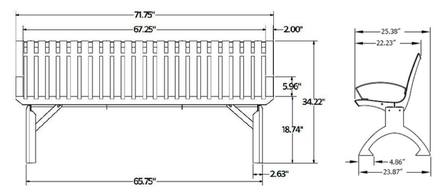

SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (74" x 32")	Total No. Pkgs.	Shipping Class
140 lbs.	N/A	168 lbs./unit	30 cu. ft.	3	100 lbs.	3	70

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Anova - Bench Options

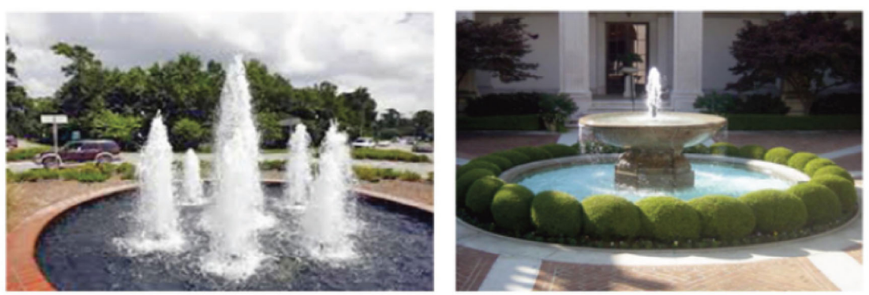
HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

Streetscape Furnishings

City of Stuart, Florida

Concepts shown here are for illustrative purposes and are intended to be finalized with staff durring the PUD Amendment process for site plan approval.

Project Identity Monuments / Column Features

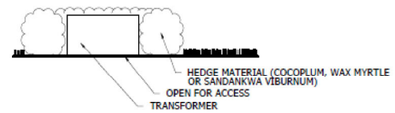


Large & Small Scale Water Features

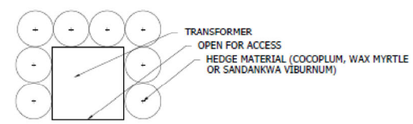
TRANSFORMER DETAIL

NTS

ELEVATION VIEW



PLAN VIEW



LIGHT POLE DETAIL

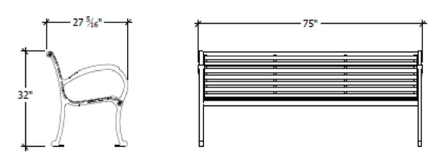
NTS

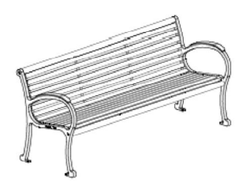
CREE EDGE SERIES
LED
CAST ALUMINUM HOUSING
CONCRETE POLE

OR EQUAL

BENCH DETAIL

NTS

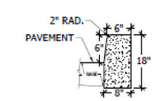




TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN
FINISH: ZINC RICH AND POLYESTER POWDER COAT

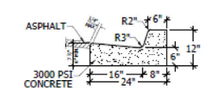
D CURB DETAIL

NTS



F CURB DETAIL

NTS



NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE SLOPE OF ADJACENT PAVEMENT AND THICKNESS OF THE LIP SHALL BE 6 INCHES.

BIKE RACK DETAIL

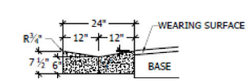
NTS

DERO BIKE RACK CO.
STUART HR-IG WELDMENT

HOOP IG WELDMENT 2000070-B
STUART HR PLATE 1004486-A

VALLEY CURB DETAIL

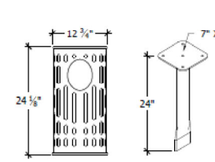
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

TRASH CAN DETAIL

NTS



TYPE: WABASH VALLEY ASH URN
COLOR: GREEN / RIB PATTERN
FINISH: POWDER COAT

All items conceptual. Approved site plan details shall control.

Sheet 4 of 4

Site Details

EXHIBIT B

PCN#	Lot # & Legal *		Tax Parcel Color
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Navy Blue
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Rose Pink
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Rose Pink
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Sky Blue
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Sage Green
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Navy Blue
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Peach
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Pink
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Light Blue
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	Lime Green

Base Value of each tax parcel will be set by Martin County Property Appraiser for the year before the first Certificate of Occupancy issued.

Inst. # 2715258
Bk: 3015 Pg: 1883 Pages: 1 of 4
Recorded on:9/13/2018 10:27 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $120.50

Document being re-recorded to add missing pages.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 01-2018 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHAIR PERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stuart has adopted a Community Redevelopment Plan which includes a program designed to offer incentives to property owners for substantially increasing the property values; and

WHEREAS, city staff has determined that Avonlea Improvement Company has demonstrated that the offsite improvements together with development of the New Avonlea PUD will substantially increase the property values of those parcels within the New Avonlea PUD; and

WHEREAS, the proposed agreement between the Stuart CRA and Avonlea to share the increased tax revenues for a five year period will fulfill the intent of the CRA plan and provide incentive to the developer to complete the offsite improvements as early as possible; and

WHEREAS, the Community Redevelopment Agency of the City of Stuart will receive a substantial benefit from this agreement.

Inst. # 2741749
Bk: 3044 Pg: 1543 Pages: 1 of 22
Recorded on:3/4/2019 9:38 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $188.50

5

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairperson to execute an agreement between the Stuart Community Redevelopment Agency and Avonlea sharing the increased tax revenue increment for a five-year period as set forth in the agreement.

SECTION 2: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT
KELLI GLASS LEIGHTON, CHAIR	Y		
BECKY BRUNER, VICE CHAIR	Y		
TROY A. MCDONALD, BOARD MEMBER	Y		
EULA R. CLARKE, BOARD MEMBER	Y		
NICK BLOUNT, BOARD MEMBER	Y		
PETE WALSON, EX-OFFICIO BOARD MEMBER	Y		
JOHN GONZALES, EX-OFFICIO BOARD MEMBER	Y		

ADOPTED this 27th day of August, 2018.

ATTEST:

MARY R. KINDEL
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR/ CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

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

CRA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) PILOT PROGRAM GRANT AGREEMENT FOR THE NEW AVONLEA PROJECT

This Real Estate Development Accelerator (REDA) Pilot Program Grant Agreement (the "Grant Agreement") is made and entered into this 27th day of August, 2018, (the "Effective Date") by and between the **City of Stuart, Florida Community Redevelopment Agency (CRA)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **Avonlea Improvement Company, LLC**, a Florida limited liability company (**Company).**

WHEREAS, the **Company** is an entity designed to facilitate the completion of the offsite improvement for the New Avonlea PUD. The tax increments which will be the subject to this agreement shall be made up of those lots of the New Avonlea PUD (the "Property") as set forth in Exhibit "C" attached hereto; and

WHEREAS, the **Company** desires to redevelop and revitalize the Property and incorporate it into a mixed-use development known as the New Avonlea Planned Unit Development (hereinafter "New Avonlea"), and as consideration for this agreement shall make the offsite improvements as further defined in section 4 below; and

WHEREAS, the **Company** has requested that the CRA provide certain economic development incentives related to the development; and

WHEREAS, **Company** will help to achieve the goals of the CRA's Community Redevelopment Area Plan to provide a mixed-use activity center; and

WHEREAS, the CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential. Because of the nature of The New Avonlea PUD and its potential to positively impact the City, the CRA is proposing to provide a Tax Increment Incentive Payment to the **Company**; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the offsite improvements for the New Avonlea will occur in two phases. This agreement is intended to provide incentives related to Phase 1 and Phase 2 of the off-site improvements.

WHEREAS, the CRA plan provides incentives in the form of Tax Increment Incentive Payments (as defined below); and

WHEREAS, the purpose of the CRA's involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment and completion of specific components of the Avonlea Planned Urban Development, thus generating additional tax

increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

"*Lender*" means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Developer, or Owners of property within the New Avonlea PUD.

"*Property*" means the total parcels making up the New Avonlea PUD. Currently there are sixteen parcels contiguous to each other together with the offsite right of way. The only parcels which will qualify for tax increment distribution are attached hereto as Exhibits "B" and "C" respectively.

"*Tax Increment Incentive Payment*" means the portion of the Tax Increment Revenues directly attributable to The New Avonlea PUD to be provided by the CRA pursuant to this Grant Agreement.

"*Tax Increment Revenue*" means the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Avonlea's calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of Section 3(B) below, the base year value of New Avonlea shall be One Million Three Hundred Eighty-two Thousand Eight Hundred Ten Dollars ($1,382,810.00). See Exhibit "C" attached hereto.

"*Tax Parcel*" means each unit of subdivided real property given a separate and distinct tax identification number by the Martin County Property Appraiser. The ten parcels are attached hereto as Exhibit "C".

"*Taxable Assessed Value*" means, for any Tax Parcel, the assessed value for property-tax purposes as determined by the Martin County Property Appraiser or, if applicable, the Value Adjustment Board or the Nineteenth Judicial Circuit.

"*Trust Fund*" means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

"*Offsite Improvement Plan*" shall mean the Offsite Improvement Plan of the New Avonlea PUD as may be amended by agreement of the Company and the City of Stuart.

Section 3. Tax Incentive Payment.

A. ***Recapture Period.*** Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May 1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payment on May 1, 2020; May 1, 2021; May 1, 2022; May 1, 2023 and May 1, 2024.

B. **Calculation of Tax Increment Incentive Payment**. The amount of the Tax Incentive Payment shall be 50% of the Tax Increment Revenue (TIF) resulting from increases in the taxable assessed value of the parcels listed in Exhibit "B", for each year of the five year period. The TIF is 95% of the difference between the base year ad valorem tax and the current year ad valorem tax. If the taxable assessed value of the Property (as determined by the Martin County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Incentive Payment shall equal 50% of the Tax Increment Revenue. The incentive shall be 50% of the increased TIF for each calendar year during the five year period as set forth herein. The amount of the payment shall be determined annually based upon the actual TIF generated for each calendar year.

C. The CRA's obligation to provide the Tax Increment Incentive Payment to the **Company** shall terminate upon either (a) failure to comply with a condition of this agreement by the Company or (b) the expiration of the five year reimbursement period for Phase 1 and Phase 2. The CRA will mail notice to the **Company** by each April 1 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to the parcels listed in Exhibit "B" and the applicable Tax Increment Incentive Payment which will be made on May 1 of the same year so long as the PUD is not in default.

D. During the recapture period, the parties may seek to amend this agreement and add additional properties to Exhibit "B". Neither party may unilaterally add parcels.

Section 4. Offsite Improvements

A. The Offsite improvements described in the PUD and attached as Exhibit "A" must be complete as a condition precedent to the Company qualifying for any tax increment revenue. If the improvement is not complete by April 1 of each recapture period then that year's payment shall be forfeited.

Phase One – The New Avonlea shall qualify for the five year incentive program for the parcels listed in Exhibit B.

Phase Two – The New Avonlea shall qualify for the five year incentive program for the parcels listed in Exhibit D.

Section 5. Covenants and Representations of Company. The **Company** hereby covenants, represents, and acknowledges the following covenants and representations that the Town and CRA have relied upon in agreeing to provide the incentives described herein:

A. **Company**. The **Company** is an entity whose members are fee simple owners of Parcels of the Plat of New Avonlea and whose members will be constructing the Offsite Improvements.

B. Approvals. The New Avonlea PUD has received a PUD approval necessary to develop Avonlea, including the Property.

C. Taxable Value of Property. The **Company** shall not intentionally take any action or omit to take any action that would cause the taxable value of New Avonlea to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser's valuation).

Section 6. Annual Status Reports. Company shall submit to the CRA by no later than each January 15th, annual status reports evidencing and certifying compliance with the Performance Benchmarks and the Covenants and Representations contained in section 4, such annual status reports to be in a form reasonably acceptable to the City Manager and the CRA's Executive Director.

Section 7. Phase Two. The New Avonlea shall qualify for the same five year incentive program for the parcels as listed in Exhibit D so long as the offsite improvement plan for Phase Two as described in Exhibit "A" is 100 percent complete by May 1, 2022. The five year recapture shall be May 2023 – May 2027. In the event that the improvements are not complete then this agreement shall be void.

Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May

1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payment on May 1, 2023; May 1, 2024; May 1, 2025; May 1, 2026 and May 1, 2027.

Section 8. Indemnification. This agreement in no way creates a joint venture between the parties. The sole purpose of this document is to provide a TIF incentive to the **Company**.

Section 9. Breach and Remedy.
A. **Company's** Breach. Subject to Force Majeure (as defined herein), the **Company** failure to comply at all times with its obligations contained herein, including, but not limited to, the Performance Benchmarks and the Covenants and Representations shall be a material breach of this Grant Agreement. Upon such breach, the CRA may suspend the payment of any incentive provided for herein until such breach is cured to the reasonable satisfaction of the CRA. The CRA shall provide written notice of such breach to the **Company** ("Notice of Breach"), and the **Company** failure to cure such breach within 30 calendar days from the date of its receipt of the Notice of Breach shall result in the immediate termination of this Agreement and the incentives provided for herein, provided, however, that if the nature of the breach is such that it cannot reasonably be cured within such 30 day period, then the **Company** shall have up to an additional 90 days (as determined in the CRA's reasonable discretion) to cure such breach provided that it diligently undertakes and pursues such cure, and further provided that the **Company** provides the CRA with documentation evidencing that it is diligently undertaking and pursuing such cure to the CRA's reasonable satisfaction, but in any event, the **Company** shall not have more than 120 days from its receipt of the Notice of Breach to cure such breach.

The failure to cure such breach within the time period provided for above shall result in the immediate termination of this Grant Agreement. In the event of such termination, all incentive payments contemplated hereunder shall immediately cease and the obligation to provide such incentives shall be forever discharged. Additionally, CRA shall have the right to require the **Company** specific performance under the terms and conditions of this Grant Agreement.

B. CRA Breach. In the event that the CRA materially breaches any of its respective obligations contained herein, including, but not limited to the obligation to provide the incentives, and fails to cure such breach within 30 calendar days from the date of its receipt of written notice of such breach from the **Company**, then the **Company** shall have the right to require the CRA's specific performance under the terms and conditions of this Agreement. If the **Company** prevails in any legal proceeding requiring the CRA to pay an economic development incentive provided for herein, then the CRA, as appropriate, shall pay statutory interest on the amount due.

Section 10. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the **Company** or its assets, which is not appealed (or if

appealed is determined adverse to the **Company**) or (b) a petition is filed by the Company for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the CRA shall have the right to terminate immediately this Grant Agreement.

Section 11. No Liability or Monetary Remedy. The **Company** hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages. The only remedy available to the **Company** for any breach by the CRA is to require the CRA's specific performance under the terms and conditions of this Grant Agreement.

Section 12. Severability. Any provision of this Grant Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 13. Effective Date and Term. This Grant Agreement shall become effective on the Effective Date first written above, and end, subject to the termination and severability provisions set forth herein, upon satisfaction in full of all of the obligations of the parties.

Section 14. Relationship. This Grant Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, and the **Company**. The **Company** cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Grant Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Grant Agreement or any responsibility or obligation contemplated herein. The **Company** further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the **Company** as an inducement to entering into this Grant Agreement.

Section 15. Personal Liability. No provision of this Grant Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA hereunder.

Section 16. Applicable Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Grant Agreement must be brought and heard in Martin County, Florida.

Section 17. Amendement. This Grant Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 18. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA
131 SW Flagler Avenue
Stuart, Florida 34994
Email: pgandhi@ci.stuart.fl.us

To **Company**:

Nikolaus Schroth
3200 St. Lucie Blvd.,
Fort Pierce, FL 34946
NikSchroth@NAISouthCoast.com

Frank Wacha
P.O. Box 1610
Jensen Beach, FL 34958
FrankWacha@gmail.com

Section 19. Captions. The captions and headings of sections or paragraphs used in this Grant Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Grant Agreement.

Section 20. Entire Agreement; Conflicts. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. This agreement is intended to resolve all disputes between the parties which have arisen regarding the City's inability to provide water and sewer to the site.

Section 21. Attorney's Fees. Should either party have to pursue any legal remedies to enforce the terms of this Gran Agreement, the prevailing party shall be entitled to recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

IN WITNESS WHEREOF, the CRA and **Company** have executed this Grant Agreement as of the Effective Date.

COMMUNITY REDEVELOPMENT AGENCY
By: _____
Kelly Glass Leighton, Mayor

Attest:
_____
Clerk

Approved as to form and legal sufficiency
this 18 day of 30, 2018.
_____
Michael Mortell, City Attorney,
City of Stuart, Florida

STATE OF FLORIDA
COUNTY OF MARTIN
The foregoing instrument was acknowledged before me this 30th day of August, 2018, by Kelly Glass Leighton, who is personally known to me.
_____
Notary Public, State of Florida
Printed Name: Ryanne N. Cavo

RYANNE N. CAVO
Commission # FF 218610
Expires June 22, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Company – AVONLEA IMPROVEMENT COMPANY, LLC
a Florida limited liability company
By: _____
Name: Nikolaus Schroth Frank Wacha
Title: Manager Manager

Witnesses:
(1) Sign Name: _____
Print Name: James Allman

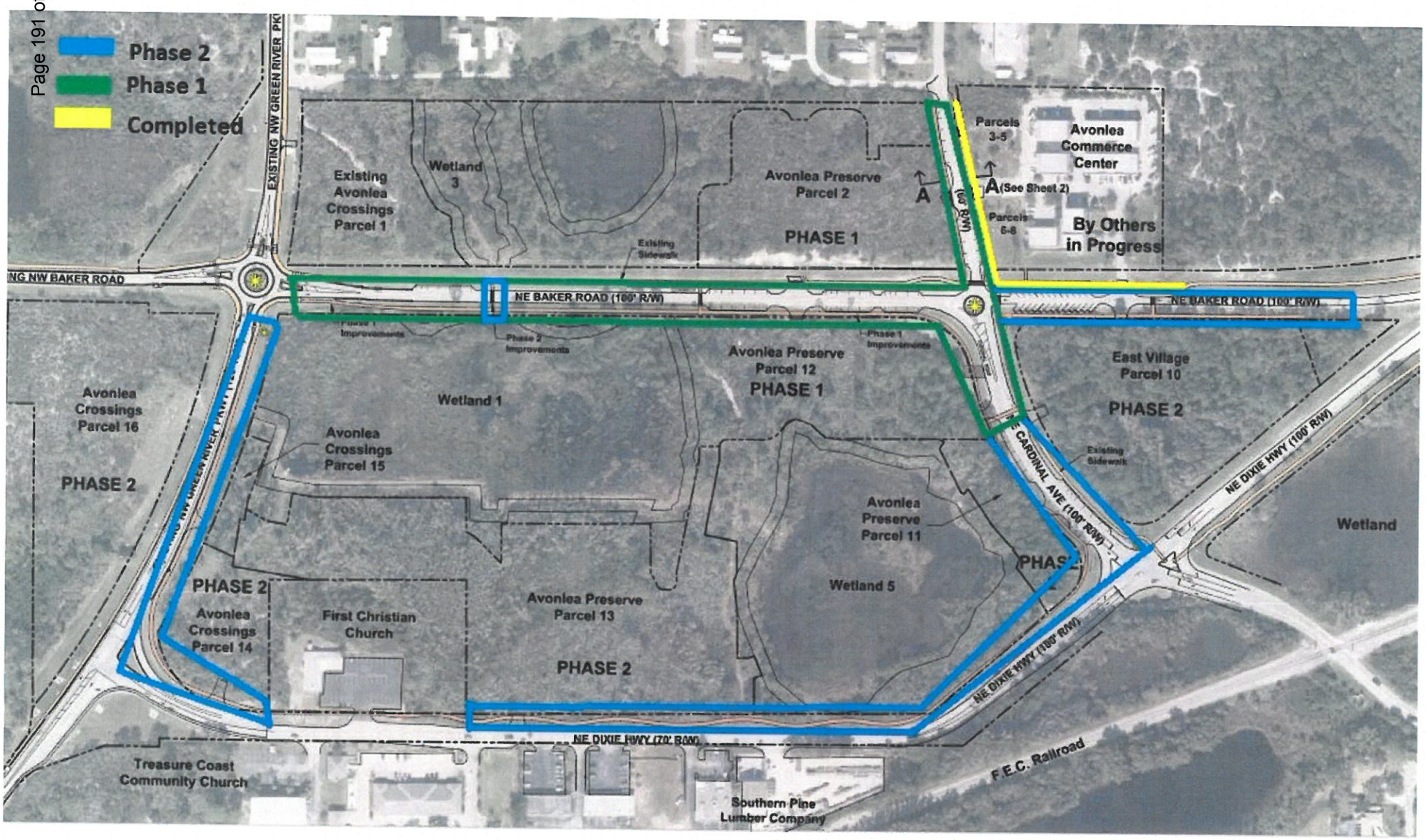
(2) Sign Name: _____
Print Name: Danielle N Herkel

STATE OF FLORIDA
COUNTY OF Martin
The foregoing instrument was acknowledged before me this 1st day of August, 2018, by Nikolas Schroth + Frank Wacha as the Manager of Avonlea Improvement Company, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____

Notary Public State of Florida
Crystal Marie Ward
My Commission GG 227406
Expires 06/11/2022

EXHIBIT A
OFF-SITE IMPROVEMENTS PLAN


Phase 2
Phase 1
Completed
EXISTING NW GREEN RIVER PKWY
Existing Avonlea Crossings Parcel 1
Wetland 3
Avonlea Preserve Parcel 2
PHASE 1
Parcels 3-5
Avonlea Commerce Center
A (See Sheet 2)
Parcels 6-8
By Others in Progress
A
NE BAKER ROAD (100' R/W)
NE BAKER ROAD (100' R/W)
Existing Sidewalk
Phase 1 Improvements
Phase 2 Improvements
Phase 1 Improvements
Avonlea Preserve Parcel 12
PHASE 1
East Village Parcel 10
PHASE 2
Avonlea Crossings Parcel 16
PHASE 2
Wetland 1
Avonlea Crossings Parcel 15
CARDINAL AVE (100' R/W)
Existing Sidewalk
NE DIXIE HWY (100' R/W)
Wetland
Avonlea Preserve Parcel 11
Wetland 5
PHASE 2
Avonlea Crossings Parcel 14
First Christian Church
Avonlea Preserve Parcel 13
PHASE 2
NE DIXIE HWY (100' R/W)
NE DIXIE HWY (70' R/W)
F.E.C. Railroad
Treasure Coast Community Church
Southern Pine Lumber Company

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landscape architecture
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Avonlea Streetscape Design

City of Stuart Florida

Master Plan

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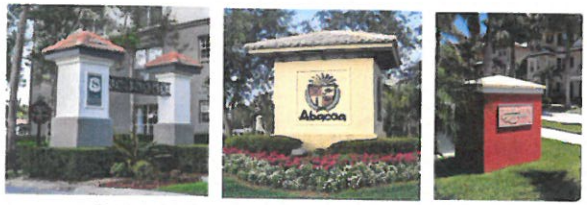
Job No.	1025
Drawn By	EG
Checked By	MH
Approved By	MH
Submittal Dates	1-11-16
Revision Dates	1-11-16

Sheet 1 of 7

Examples of Gateway / Project Identity Features



Project Identity Monuments / Column Features

Large & Small Scale Water Features

Landscape Theme

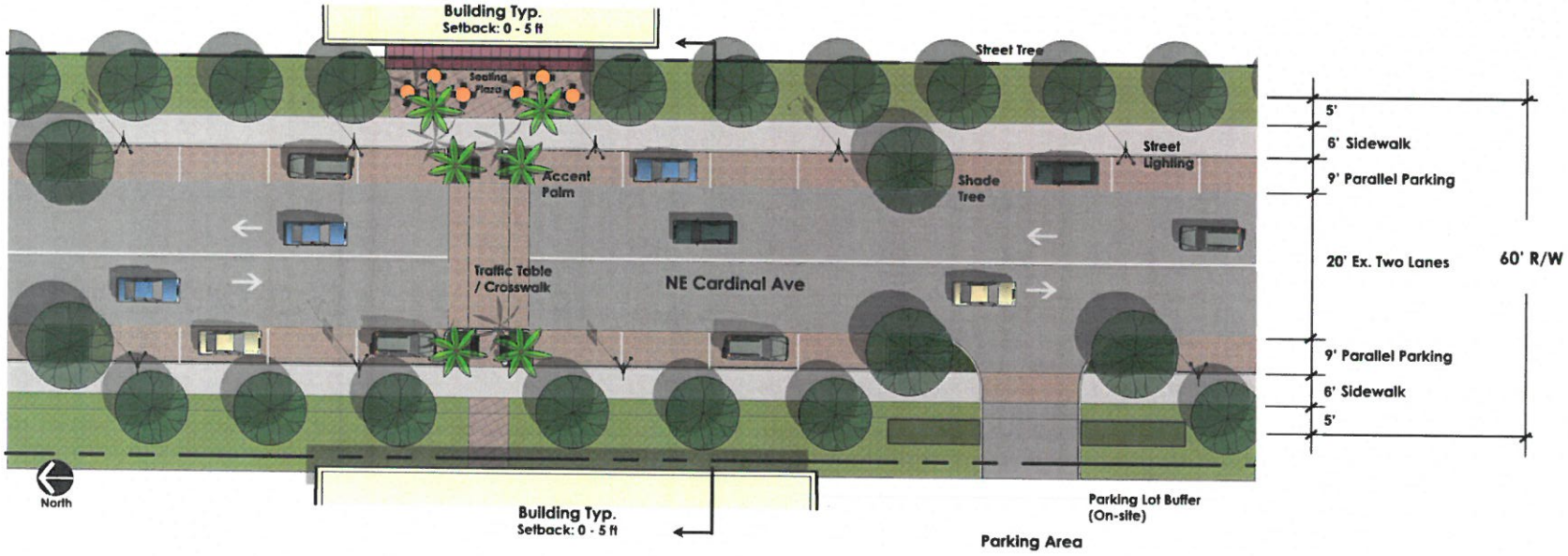
Legend

- Existing Sidewalk / Multi-use Path
- Proposed Sidewalk / Multi-use Path
- Art Marker / Gateway Feature

Scale: 1" = 100'

0' 50' 100' 200' 300'

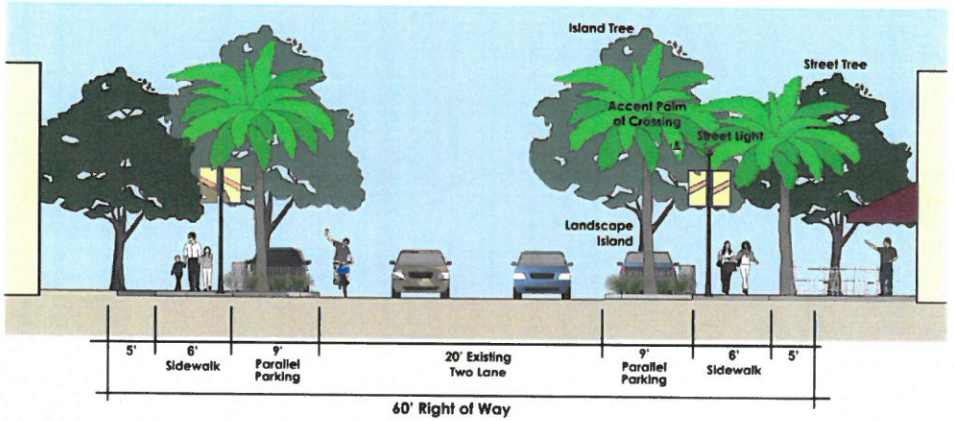
North



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section A - Looking North



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City of Stuart Florida

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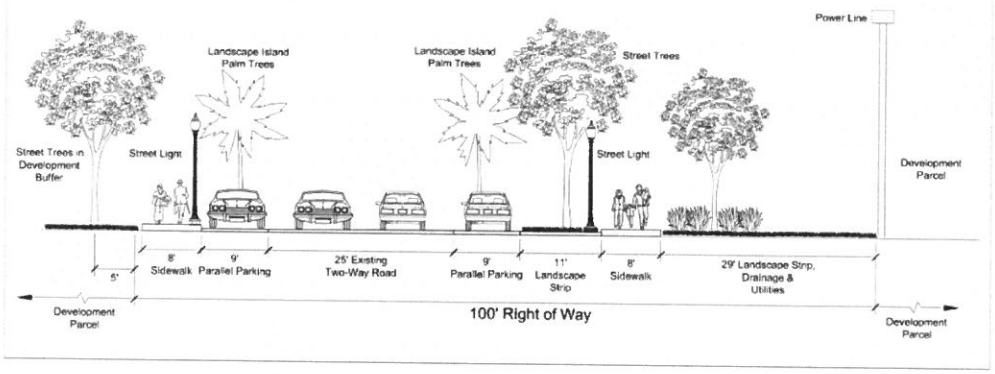
Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	
Revision Dates	

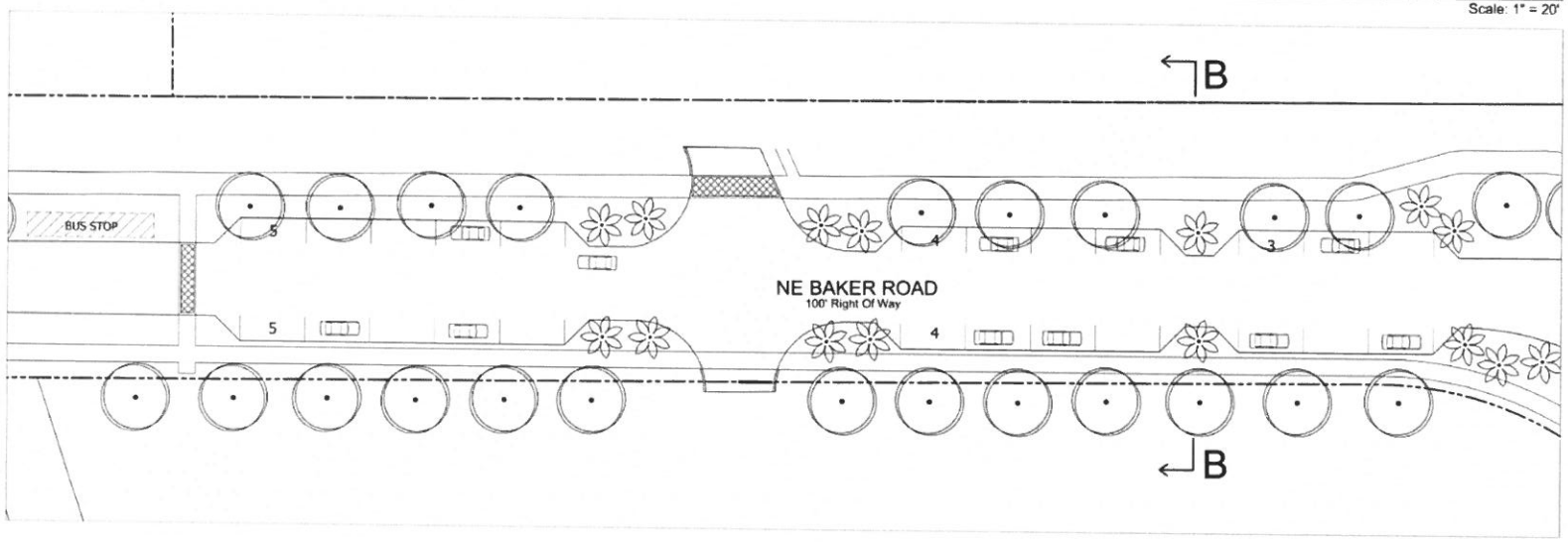
NE Baker Road - Two Way - Cross Section B - Looking West

Scale: NTS



NE Baker Road - Two Way Streetscape Along Development Typical

Scale: 1" = 20'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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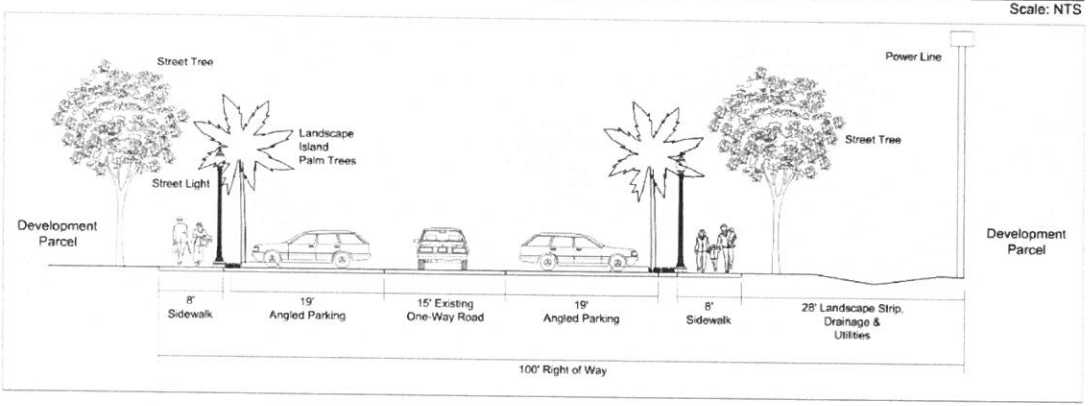
Job No. 17078
Drawn By: HJ
Checked By: VM
Approved By: VM
Submittal Dates
Revision Dates

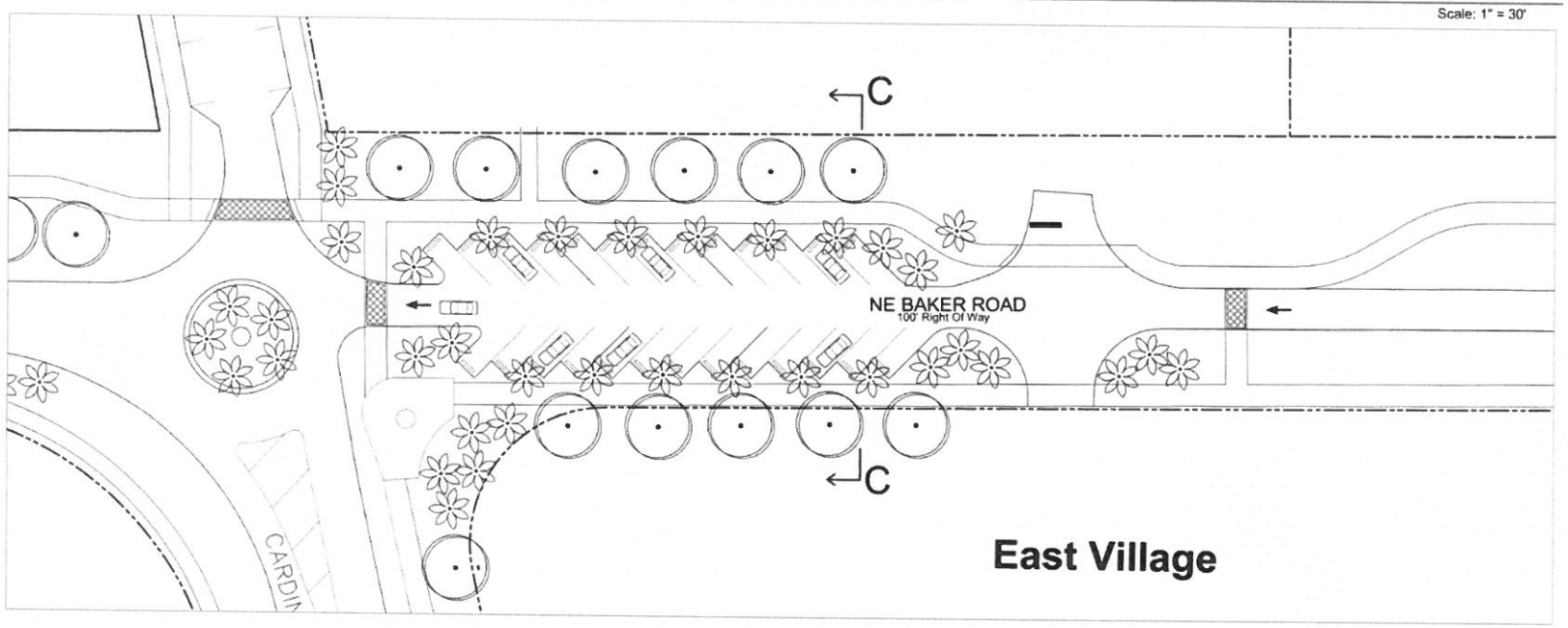
NE Baker Road - One Way - Cross Section C - Looking West

Scale: NTS



NE Baker Road - One-Way Streetscape Typical

Scale: 1" = 30'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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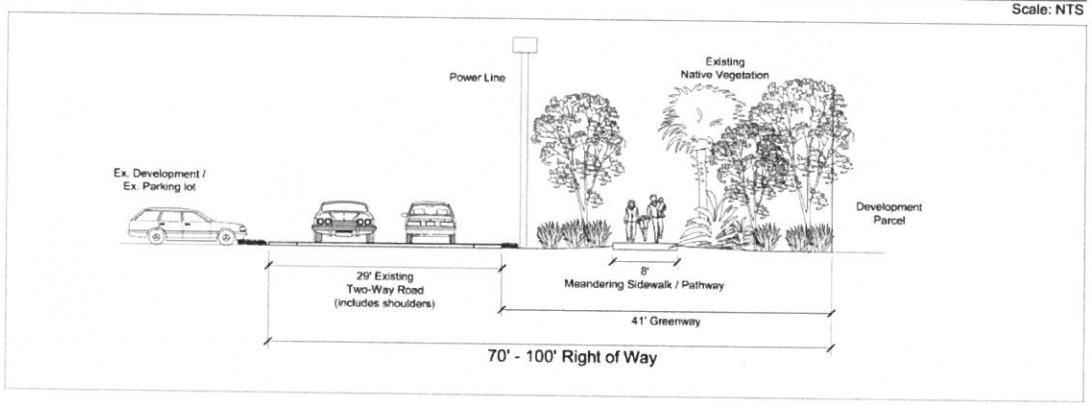
Job No. 7025
Drawn By
Checked By
Approved By
Submittal Dates
Revision Dates

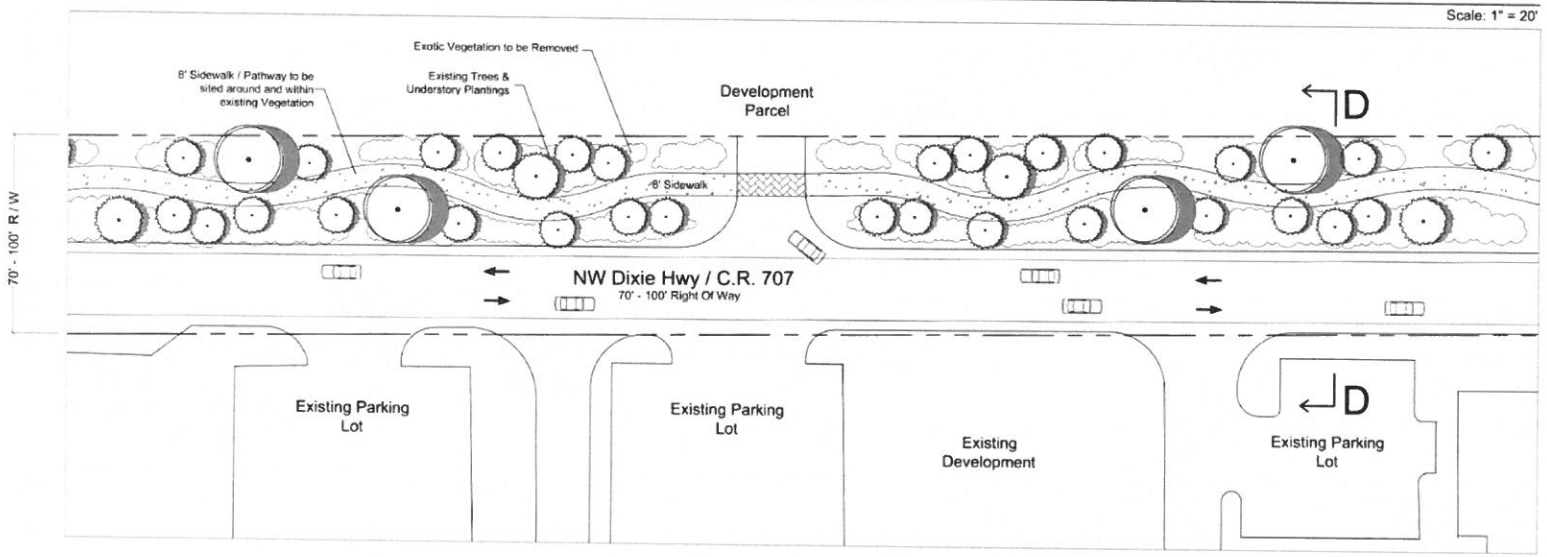
NW Dixie Hwy / C.R. 707 : 70' - 100' R/W - Cross Section D - Looking West

Scale: NTS



NW Dixie Hwy / C.R. 707

Scale: 1" = 20'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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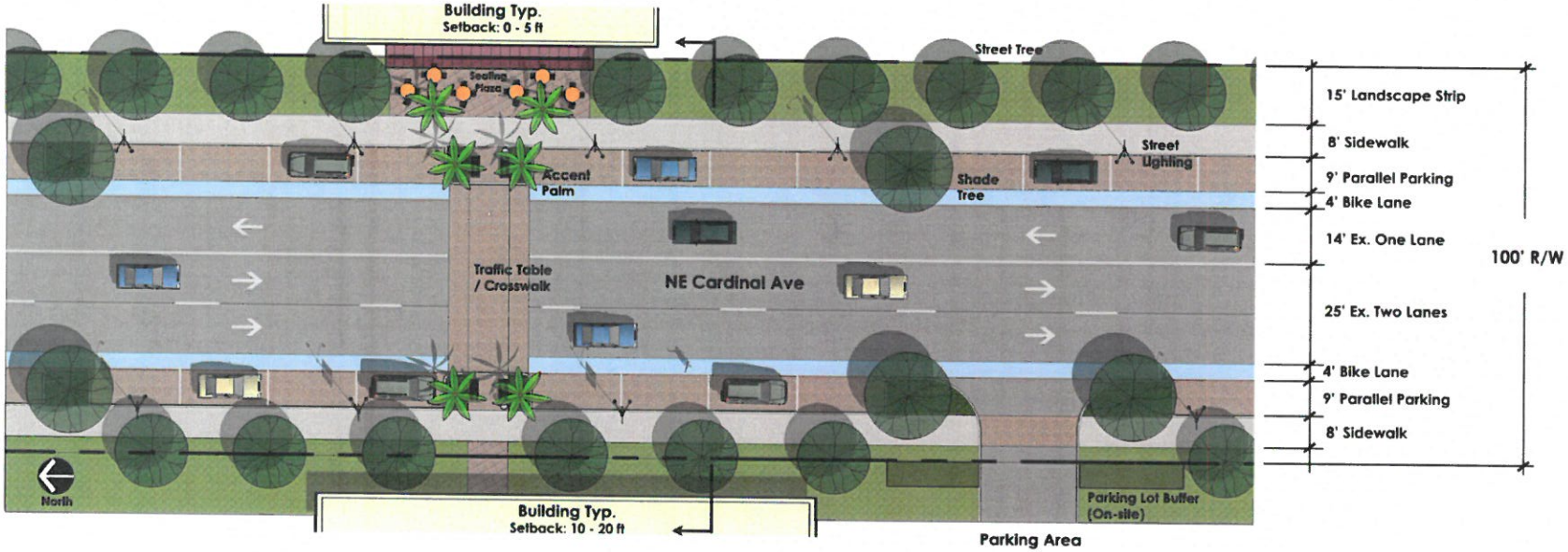
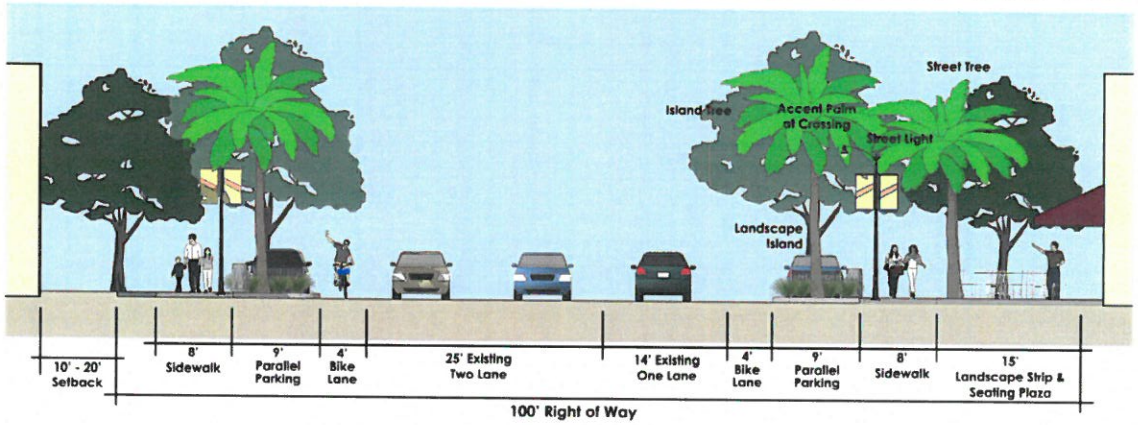
Job No. 17025
Drawn By
Checked By
Approved By
Submittal Dates
Revision Dates



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section E - Looking North



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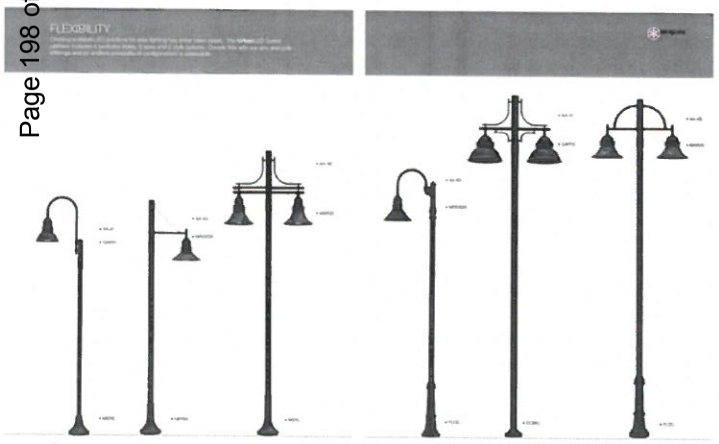
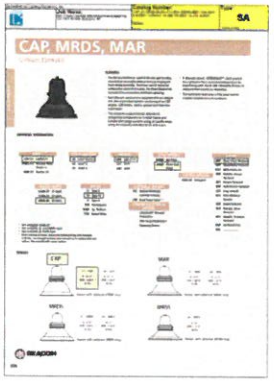
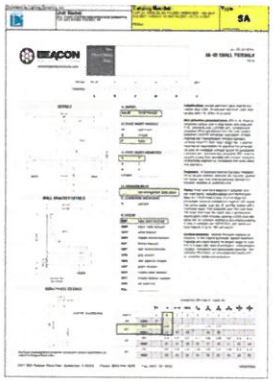
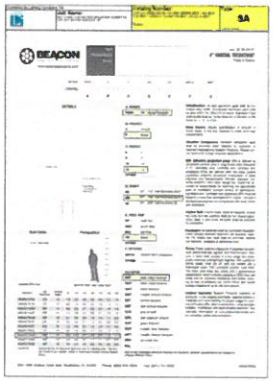
Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates
Revision Dates

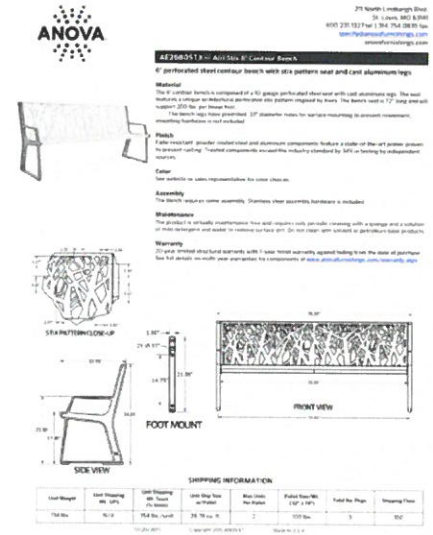


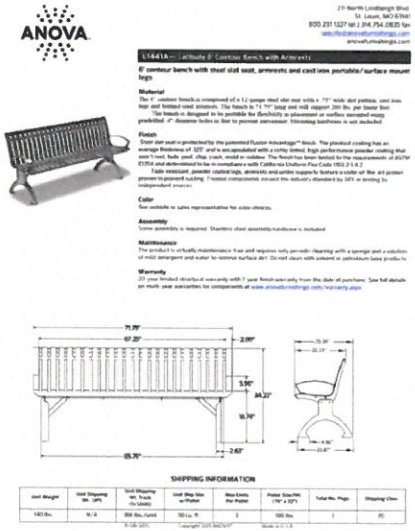
Beacon Lighting - Urban Series

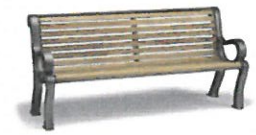












Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheat Bench
Textured_Black Framework

Anova - Bench Options

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Avonlea Streetscape Design

Streetscape Furnishings — City of Stuart Florida

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Job No. 17025
Drawn By HJ
Checked By MM
Approved By MM
Submittal Date
Revision Date

EXHIBIT B

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$126,840
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,530
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$14,370
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$132,300

EXHIBIT C

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$126,840
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,530
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$14,370
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$170,520
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,480
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$132,300
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$266,700
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$66,780
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$18,900
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$507,390

EXHIBIT D

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$170,520
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,480
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$266,700
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$66,780
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$18,900
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$507,390

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Agency

Meeting Date:8/27/2018 **Prepared by:**Pinal Gandhi-Savdas

Title of Item:

RESOLUTION No. 01-2018 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE CHAIR PERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALOCATION OF TAX INCRIMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The Community Redevelopment Plan has a policy in place to assist large development projects with "grants paid in annual installments, equal to a percentage of the tax increment revenue received by the Community Redevelopment Agency (CRA) due to the increased assessment to the property."

The applicant of the New Avonlea PUD project has requested that the CRA provide certain economic development incentives for the development. The CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full potential. Because of the nature of the New Avonlea PUD and its potential to positively impact the City, the staff is proposing to establish a public/private partnership through an agreement to share the future tax increment financing (TIF), over and above the current pre-development tax level, with the developer of the New Avonlea PUD project for a period of five years to accelerate the timing of the development. This private/public partnership will help formalize the purpose for which TIF may be used, thus generating additional tax increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

The applicant of the New Avonlea PUD is required to complete construction of Phase 1 and 2 of off-site improvements as depicted on the Off-Site Improvements Plan attached as Exhibit "A". As part of the grant agreement, the applicant is required to complete Phase I of the Off-Site Improvement Plan prior to qualifying for any tax increment revenue for Parcels 2, 8, 9 and 12 and complete Phase II of off-site improvements by May 1, 2022 to qualify for the same five-year REDA program for Parcels 10, 11, 13, 14, 15 and 16 of the New Avonlea PUD through a separate negotiated grant agreement. An Off-Site Improvement Plan includes on-street parking, a new roundabout, sidewalk inter-connectivity, street landscaping, lighting, furniture and mid-block crosswalks and neighborhood connectivity. The annual cost sharing from the increase in assessed value of parcels are intended to offset the costs for off-site improvements that result in project expenses that are higher than project financing sources, which produces a return that is either negative or so low that a project would not be able to move forward. It will encourage the developer to maximize the development and increase the property's assessed value faster to share the new tax revenue for "short-term."

The Avonlea development will consist of 62 duplex residential units, developed in two phases (Parcel 2 and 12). This public/private partnership will encourage and accelerate the timing of residential development to improve market rate housing stock in the CRA. Recently, the City produced an Economic Development Strategy Report and Housing Action Plan with the Department of Economic Opportunities (DEO) Competitive Partnership Grant to serve as a guide for the City's economic development efforts. The data collected indicates that the City's existing housing stock is aging, with about 78% of homes were built prior to 1989 (average home is more than 30 years old), and less than 13% of homes were built in the 21st century. It is also important to note that approximately 21,000 workers commute to jobs within the City. To determine the City's housing needs, staff also held community stakeholder meetings and found some of barriers to living in Stuart include: poor quality housing, high cost of housing, lack of appropriate housing for professional workforce, limited housing options (what is available needs renovations), slow pace of residential redevelopment, limited developable lands, difficulty finding housing, and low availability and variety of housing options. The Avonlea development will address the housing needs and act as catalyst for continued redevelopment of adjacent properties and spur additional

residential/mixed-use developments in the CRA boundaries.

The grant agreement, as proposed by staff, will provide the New Avonlea PUD project a rebate amount equal to 50% of the property tax increment received by the City for five (5) years from the base year established for Parcels 2, 8, 9 and 12, conditioned upon completion of Phase 1 of the Off-site improvements and proof of payment of property taxes on all parcels. The five year recapture for the first phase shall be May 2020 – May 2024. The New Avonlea PUD shall also qualify for the same five (5) years REDA Pilot Program for Parcels 10, 11, 13, 14, 15 and 16 so long as the offsite improvements for Phase 2 are completed by May 1, 2022. The five years recapture for those parcels shall be May 2023 - May 2027. The base year shall be the year the agreement is adopted. The assessed valuation of property is frozen at the base year. After the base year, all the assessed value for all ten parcels that is above the base value is the increment assessed value from development. The City and county general millage rates are applied to the increment assessed value to determine the new TIF revenue. This additional tax revenue will be deposited into the CRA Fund. The CRA will then calculate an amount equal to 50% of the TIF generated annually from the project and share the revenue over the five years until the termination of the grant agreement. If a site plan is approved on Parcels 10, 11, 13, 14, 15 and 16 of the New Avonlea PUD and additional off-site improvements is required during the term of first phase of the off-site improvements (recapture period of May 2020 – May 2024), the developer may seek to amend the grant agreement to include those parcels for the remaining years of first phase. At the end of the fifth year of each recapture period, the entire TIF reverts back to the CRA Fund and will be higher than prior to the project.

The proposed project will help achieve the goals of the Community Redevelopment Plan: to provide development of diverse housing choices that appeal to a wide range of household incomes, ages, and lifestyles, to develop new housing in areas adjacent to employment centers and transportation options, to create attractive pedestrian and bicycle friendly streets complimented by building forms and links between the different neighborhoods, and to provide economic stimulation and increase investment in the CRA.

Note: A member from another board inadvertently seconded the motion for this item. Therefore, staff is bringing it back for corrective action.

Funding Source:

CRA Future Tax Increment Revenue from the Avonlea development project.

Recommended Action:

Approve Resolution No.01-2018 authorizing the agreement to share new revenue generated from the increased property value of the parcels within the of the New Avonlea PUD.

ATTACHMENTS:

	Description	Upload Date	Type
	Resolution No. 01-2018 Grant Agreement with Avonlea	7/16/2018	Resolution add to Y drive
	Off-site Improvements Cost Estimate for Phase I and Lot 10	7/16/2018	Backup Material
	TIF Revenue Sharing Projection	7/16/2018	Backup Material
	Master Avonlea Site Plan	7/16/2018	Backup Material
	CRB Minutes	7/16/2018	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 01-2018 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHAIR PERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stuart has adopted a Community Redevelopment Plan which includes a program designed to offer incentives to property owners for substantially increasing the property values; and

WHEREAS, city staff has determined that Avonlea Improvement Company has demonstrated that the offsite improvements together with development of the New Avonlea PUD will substantially increase the property values of those parcels within the New Avonlea PUD; and

WHEREAS, the proposed agreement between the Stuart CRA and Avonlea to share the increased tax revenues for a five year period will fulfill the intent of the CRA plan and provide incentive to the developer to complete the offsite improvements as early as possible; and

WHEREAS, the Community Redevelopment Agency of the City of Stuart will receive a substantial benefit from this agreement.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairperson to execute an agreement between the Stuart Community Redevelopment Agency and Avonlea sharing the increased tax revenue increment for a five-year period as set forth in the agreement.

SECTION 2: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT
KELLI GLASS LEIGHTON, CHAIR			
BECKY BRUNER, VICE CHAIR			
TROY A. MCDONALD, BOARD MEMBER			
EULA R. CLARKE, BOARD MEMBER			
NICK BLOUNT, BOARD MEMBER			
PETE WALSON, EX-OFFICIO BOARD MEMBER			
JOHN GONZALES, EX-OFFICIO BOARD MEMBER			

ADOPTED this _____ day of _____, 2018.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
KELLI GLASS LEIGHTON
MAYOR/ CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CRA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) PILOT PROGRAM GRANT AGREEMENT FOR THE NEW AVONLEA PROJECT

This Real Estate Development Accelerator (REDA) Pilot Program Grant Agreement (the "Grant Agreement") is made and entered into this _____ day of _____, 2018, (the "Effective Date") by and between the **City of Stuart, Florida Community Redevelopment Agency (CRA)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **Avonlea Improvement Company, LLC**, a Florida limited liability company (**Company).**

WHEREAS, the **Company** is an entity designed to facilitate the completion of the offsite improvement for the New Avonlea PUD. The tax increments which will be the subject to this agreement shall be made up of those lots of the New Avonlea PUD (the "Property") as set forth in Exhibit "C" attached hereto; and

WHEREAS, the **Company** desires to redevelop and revitalize the Property and incorporate it into a mixed-use development known as the New Avonlea Planned Unit Development (hereinafter "New Avonlea"), and as consideration for this agreement shall make the offsite improvements as further defined in section 4 below; and

WHEREAS, the **Company** has requested that the CRA provide certain economic development incentives related to the development; and

WHEREAS, **Company** will help to achieve the goals of the CRA's Community Redevelopment Area Plan to provide a mixed-use activity center; and

WHEREAS, the CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential. Because of the nature of The New Avonlea PUD and its potential to positively impact the City, the CRA is proposing to provide a Tax Increment Incentive Payment to the **Company**; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the offsite improvements for the New Avonlea will occur in two phases. This agreement is intended to provide incentives related to Phase 1 and Phase 2 of the off-site improvements.

WHEREAS, the CRA plan provides incentives in the form of Tax Increment Incentive Payments (as defined below); and

WHEREAS, the purpose of the CRA's involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment and completion of specific components of the Avonlea Planned Urban Development, thus generating additional tax

increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

"*Lender*" means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Developer, or Owners of property within the New Avonlea PUD.

"*Property*" means the total parcels making up the New Avonlea PUD. Currently there are sixteen parcels contiguous to each other together with the offsite right of way. The only parcels which will qualify for tax increment distribution are attached hereto as Exhibits "B" and "C" respectively.

"*Tax Increment Incentive Payment*" means the portion of the Tax Increment Revenues directly attributable to The New Avonlea PUD to be provided by the CRA pursuant to this Grant Agreement.

"*Tax Increment Revenue*" means the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Avonlea's calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of Section 3(B) below, the base year value of New Avonlea shall be One Million Three Hundred Eighty-two Thousand Eight Hundred Ten Dollars ($1,382,810.00). See Exhibit "C" attached hereto.

"*Tax Parcel*" means each unit of subdivided real property given a separate and distinct tax identification number by the Martin County Property Appraiser. The ten parcels are attached hereto as Exhibit "C".

"*Taxable Assessed Value*" means, for any Tax Parcel, the assessed value for property-tax purposes as determined by the Martin County Property Appraiser or, if applicable, the Value Adjustment Board or the Nineteenth Judicial Circuit.

"*Trust Fund*" means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

"*Offsite Improvement Plan*" shall mean the Offsite Improvement Plan of the New Avonlea PUD as may be amended by agreement of the Company and the City of Stuart.

Section 3. Tax Incentive Payment.

A. ***Recapture Period.*** Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May 1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payment on May 1, 2020; May 1, 2021; May 1, 2022; May 1, 2023 and May 1, 2024.

B. **Calculation of Tax Increment Incentive Payment**. The amount of the Tax Incentive Payment shall be 50% of the Tax Increment Revenue (TIF) resulting from increases in the taxable assessed value of the parcels listed in Exhibit "B", for each year of the five year period. The TIF is 95% of the difference between the base year ad valorem tax and the current year ad valorem tax. If the taxable assessed value of the Property (as determined by the Martin County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Incentive Payment shall equal 50% of the Tax Increment Revenue. The incentive shall be 50% of the increased TIF for each calendar year during the five year period as set forth herein. The amount of the payment shall be determined annually based upon the actual TIF generated for each calendar year.

C. The CRA's obligation to provide the Tax Increment Incentive Payment to the **Company** shall terminate upon either (a) failure to comply with a condition of this agreement by the Company or (b) the expiration of the five year reimbursement period for Phase 1 and Phase 2. The CRA will mail notice to the **Company** by each April 1 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to the parcels listed in Exhibit "B" and the applicable Tax Increment Incentive Payment which will be made on May 1 of the same year so long as the PUD is not in default and the taxes for all parcels listed in Exhibit "C" have been paid in full.

D. During the recapture period, the parties may seek to amend this agreement and add additional properties to Exhibit "B". Neither party may unilaterally add parcels.

Section 4. Offsite Improvements

A. The Offsite improvements described in the PUD and attached as Exhibit "A" must be complete as a condition precedent to the Company qualifying for any tax increment revenue. If the improvement is not complete by April 1 of each recapture period then that year's payment shall be forfeited.

Phase One – The New Avonlea shall qualify for the five year incentive program for the parcels listed in Exhibit B.

Phase Two – The New Avonlea shall qualify for the five year incentive program for the parcels listed in Exhibit D.

Section 5. Covenants and Representations of Company. The **Company** hereby covenants, represents, and acknowledges the following covenants and representations that the Town and CRA have relied upon in agreeing to provide the incentives described herein:

A. **Company**. The **Company** is an entity whose members are fee simple owners of Parcels of the Plat of New Avonlea and whose members will be constructing the Offsite Improvements.

B. Approvals. The New Avonlea PUD has received a PUD approval necessary to develop Avonlea, including the Property.

C. Taxable Value of Property. The **Company** shall not intentionally take any action or omit to take any action that would cause the taxable value of New Avonlea to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser's valuation).

Section 6. Annual Status Reports. Company shall submit to the CRA by no later than each January 15th, annual status reports evidencing and certifying compliance with the Performance Benchmarks and the Covenants and Representations contained in section 4, such annual status reports to be in a form reasonably acceptable to the City Manager and the CRA's Executive Director.

Section 7. Phase Two. The New Avonlea shall qualify for the same five year incentive program for the parcels as listed in Exhibit D so long as the offsite improvement plan for Phase Two as described in Exhibit "A" is 100 percent complete by May 1, 2022. The five year recapture shall be May 2023 – May 2027. In the event that the improvements are not complete then this agreement shall be void.

Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May

1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payment on May 1, 2023; May 1, 2024; May 1, 2025; May 1, 2026 and May 1, 2027.

Section 8. Indemnification. This agreement in no way creates a joint venture between the parties. The sole purpose of this document is to provide a TIF incentive to the **Company**.

Section 9. Breach and Remedy.
A. **Company's** Breach. Subject to Force Majeure (as defined herein), the **Company** failure to comply at all times with its obligations contained herein, including, but not limited to, the Performance Benchmarks and the Covenants and Representations shall be a material breach of this Grant Agreement. Upon such breach, the CRA may suspend the payment of any incentive provided for herein until such breach is cured to the reasonable satisfaction of the CRA. The CRA shall provide written notice of such breach to the **Company** ("Notice of Breach"), and the **Company** failure to cure such breach within 30 calendar days from the date of its receipt of the Notice of Breach shall result in the immediate termination of this Agreement and the incentives provided for herein, provided, however, that if the nature of the breach is such that it cannot reasonably be cured within such 30 day period, then the **Company** shall have up to an additional 90 days (as determined in the CRA's reasonable discretion) to cure such breach provided that it diligently undertakes and pursues such cure, and further provided that the **Company** provides the CRA with documentation evidencing that it is diligently undertaking and pursuing such cure to the CRA's reasonable satisfaction, but in any event, the **Company** shall not have more than 120 days from its receipt of the Notice of Breach to cure such breach.

The failure to cure such breach within the time period provided for above shall result in the immediate termination of this Grant Agreement. In the event of such termination, all incentive payments contemplated hereunder shall immediately cease and the obligation to provide such incentives shall be forever discharged. Additionally, CRA shall have the right to require the **Company** specific performance under the terms and conditions of this Grant Agreement.

B. CRA Breach. In the event that the CRA materially breaches any of its respective obligations contained herein, including, but not limited to the obligation to provide the incentives, and fails to cure such breach within 30 calendar days from the date of its receipt of written notice of such breach from the **Company**, then the **Company** shall have the right to require the CRA's specific performance under the terms and conditions of this Agreement. If the **Company** prevails in any legal proceeding requiring the CRA to pay an economic development incentive provided for herein, then the CRA, as appropriate, shall pay statutory interest on the amount due.

Section 10. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the **Company** or its assets, which is not appealed (or if

appealed is determined adverse to the **Company**) or (b) a petition is filed by the Company for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the CRA shall have the right to terminate immediately this Grant Agreement.

Section 11. No Liability or Monetary Remedy. The **Company** hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages. The only remedy available to the **Company** for any breach by the CRA is to require the CRA's specific performance under the terms and conditions of this Grant Agreement.

Section 12. Severability. Any provision of this Grant Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 13. Effective Date and Term. This Grant Agreement shall become effective on the Effective Date first written above, and end, subject to the termination and severability provisions set forth herein, upon satisfaction in full of all of the obligations of the parties.

Section 14. Relationship. This Grant Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, and the **Company**. The **Company** cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Grant Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Grant Agreement or any responsibility or obligation contemplated herein. The **Company** further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the **Company** as an inducement to entering into this Grant Agreement.

Section 15. Personal Liability. No provision of this Grant Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA hereunder.

Section 16. Applicable Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Grant Agreement must be brought and heard in Martin County, Florida.

Section 17. Amendement. This Grant Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 18. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA
131 SW Flagler Avenue
Stuart, Florida 34994
Email: pgandhi@ci.stuart.fl.us

To **Company**:

Nikolaus Schroth
3200 St. Lucie Blvd.,
Fort Pierce, FL 34946
NikSchroth@NAISouthCoast.com

Frank Wacha
P.O. Box 1610
Jensen Beach, FL 34958
FrankWacha@gmail.com

Section 19. Captions. The captions and headings of sections or paragraphs used in this Grant Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Grant Agreement.

Section 20. Entire Agreement; Conflicts. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. This agreement is intended to resolve all disputes between the parties which have arisen regarding the City's inability to provide water and sewer to the site.

Section 21. Attorney's Fees. Should either party have to pursue any legal remedies to enforce the terms of this Gran Agreement, the prevailing party shall be entitled to recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

IN WITNESS WHEREOF, the CRA and **Company** have executed this Grant Agreement as of the Effective Date.

COMMUNITY REDEVELOPMENT AGENCY
By: _____
Kelly Glass Leighton, Mayor

Attest:
_____
Clerk

Approved as to form and legal sufficiency
this ____ day of _____, 20__.
_____
Michael Mortell, City Attorney,
City of Stuart, Florida

STATE OF FLORIDA
COUNTY OF MARTIN
The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Kelly Glass Leighton, who is personally known to me.
_____
Notary Public, State of Florida
Printed Name: _____

Company – AVONLEA IMPROVEMENT COMPANY, LLC
a Florida limited liability company
By: _____
Name: _____
Title: _____

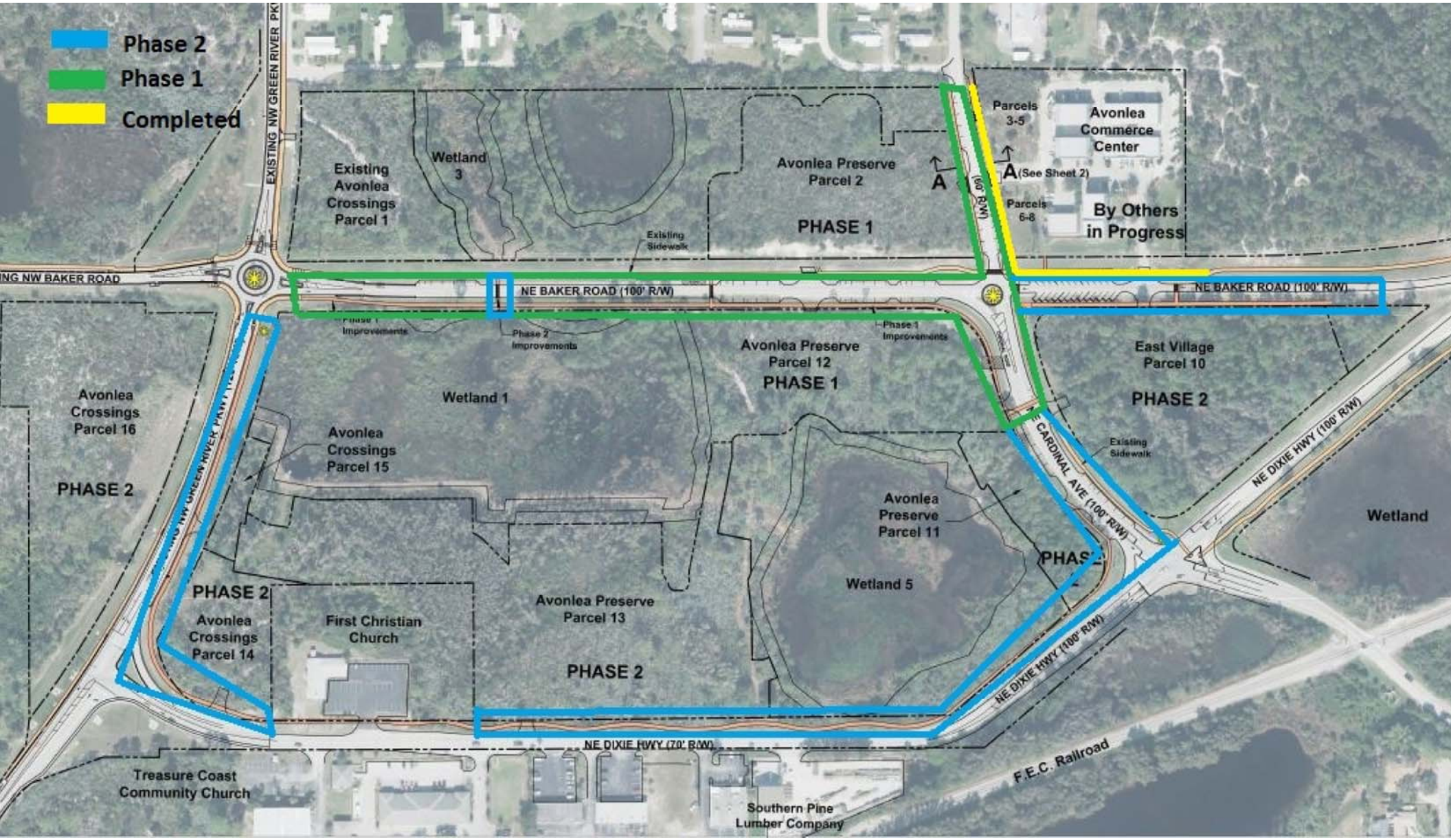
Witnesses:
(1) Sign Name:
Print Name: _____

(2) Sign Name: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me this ____ day of_____, 20__, by _____, as the _____ of _____, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.
_____

Notary Public, State of Florida
Printed Name: _____

EXHIBIT A
OFF-SITE IMPROVEMENTS PLAN


Phase 2
Phase 1
Completed
EXISTING NW GREEN RIVER PKWY
Existing Avonlea Crossings Parcel 1
Wetland 3
Avonlea Preserve Parcel 2
PHASE 1
Existing Sidewalk
Parcels 3-5
Avonlea Commerce Center
A
A (See Sheet 2)
Parcels 6-8
By Others in Progress
(60' R/W)
NW BAKER ROAD
NE BAKER ROAD (100' R/W)
NE BAKER ROAD (100' R/W)
Phase 1 Improvements
Phase 2 Improvements
Phase 1 Improvements
Avonlea Preserve Parcel 12
PHASE 1
East Village Parcel 10
PHASE 2
Avonlea Crossings Parcel 16
PHASE 2
Wetland 1
Avonlea Crossings Parcel 15
CARDINAL AVE (100' R/W)
Existing Sidewalk
NE DIXIE HWY (100' R/W)
Wetland
Avonlea Preserve Parcel 11
PHASE 2
Wetland 5
PHASE 2
Avonlea Crossings Parcel 14
First Christian Church
Avonlea Preserve Parcel 13
PHASE 2
NE DIXIE HWY (100' R/W)
NE DIXIE HWY (70' R/W)
F.E.C. Railroad
Treasure Coast Community Church
Southern Pine Lumber Company

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

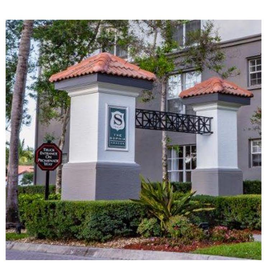
Avonlea Streetscape Design

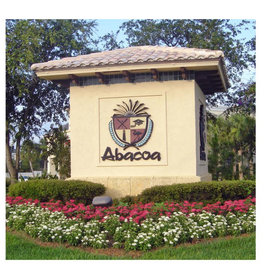
Master Plan

City of Stuart Florida

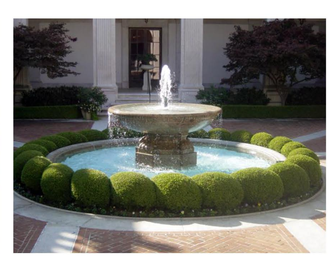
Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Examples of Gateway / Project Identity Features





Project Identity Monuments / Column Features



Large & Small Scale Water Features

Landscape Theme

Legend

- Existing Sidewalk / Multi-use Path
- Proposed Sidewalk / Multi-use Path
- Art Marker / Gateway Feature

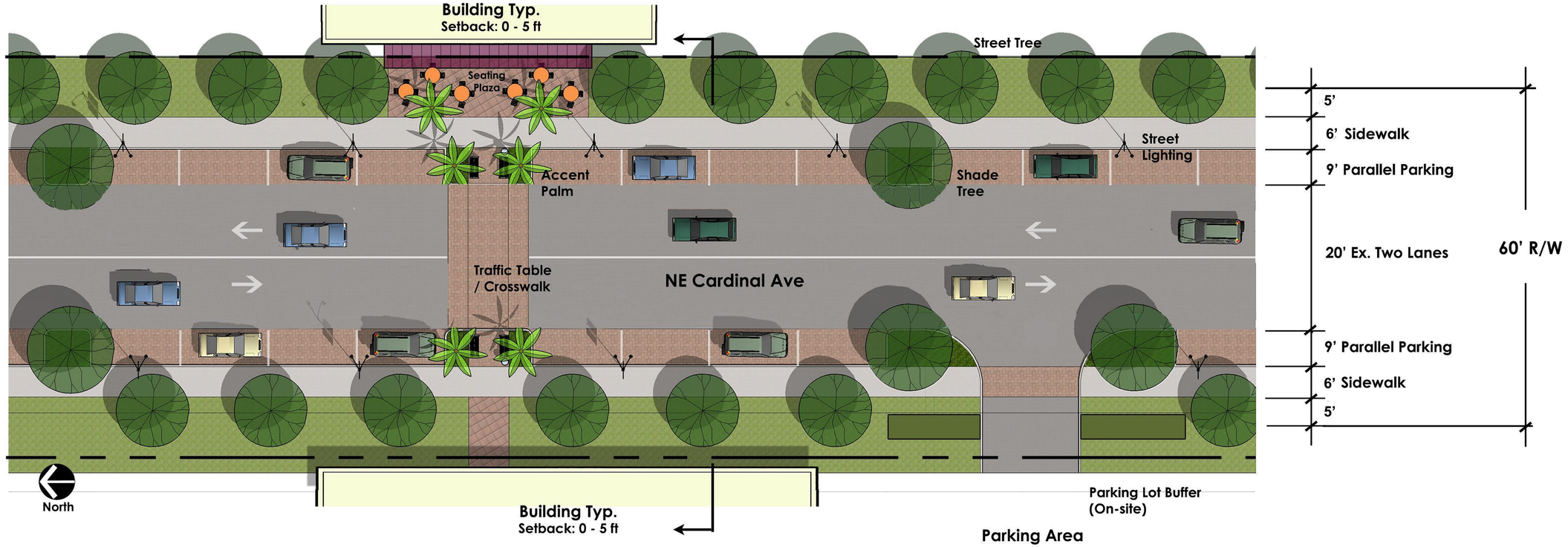
Scale: 1" = 100'

0' 50' 100' 200' 300'

North

Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	11-11-16
Revision Dates	1-11-18

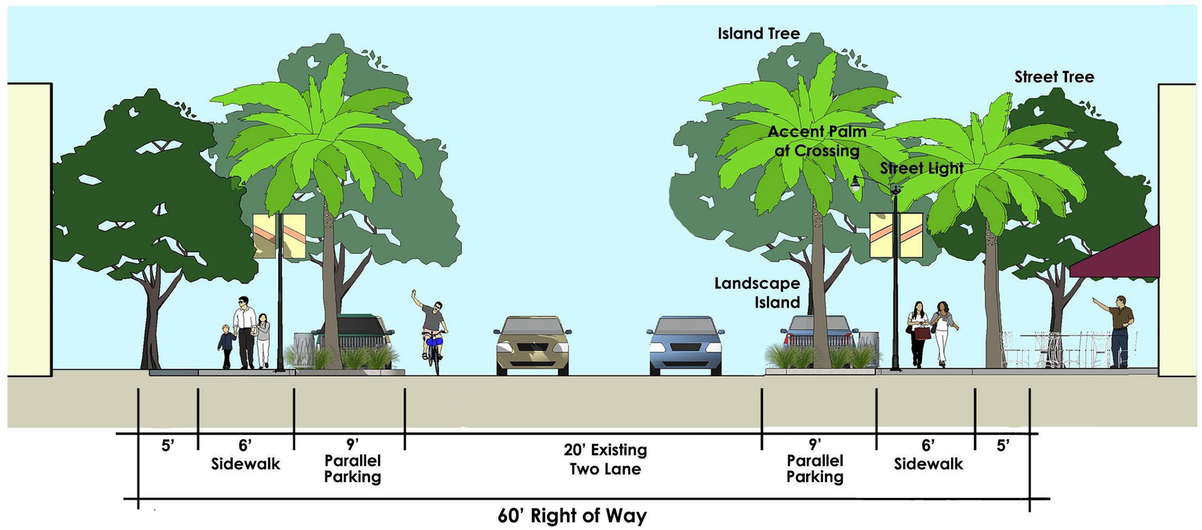
Sheet 1 of 7



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section A - Looking North



North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Avonlea Streetscape Design

City of Stuart, Florida

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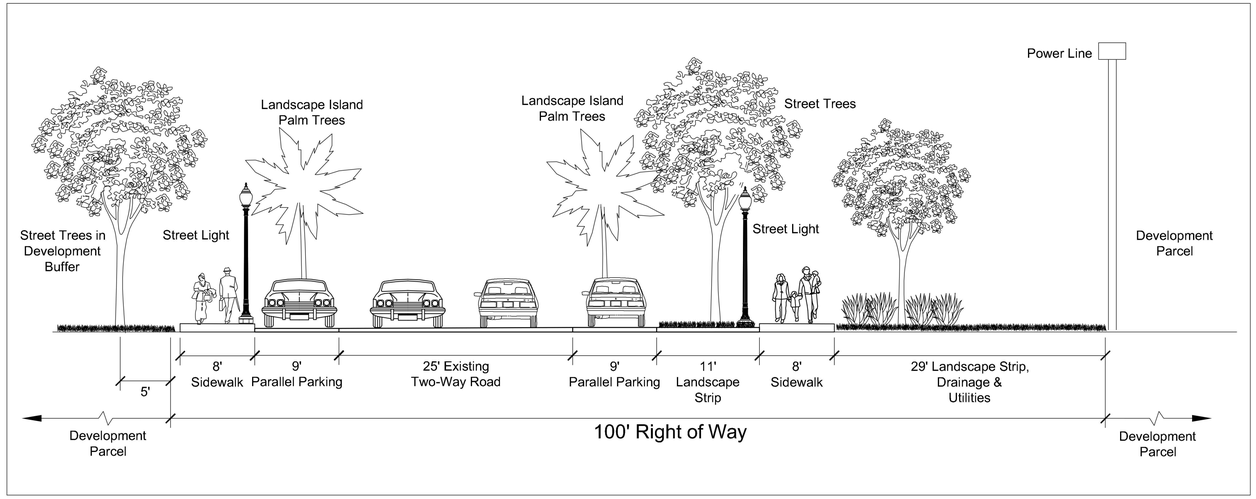
Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	
Revision Dates	

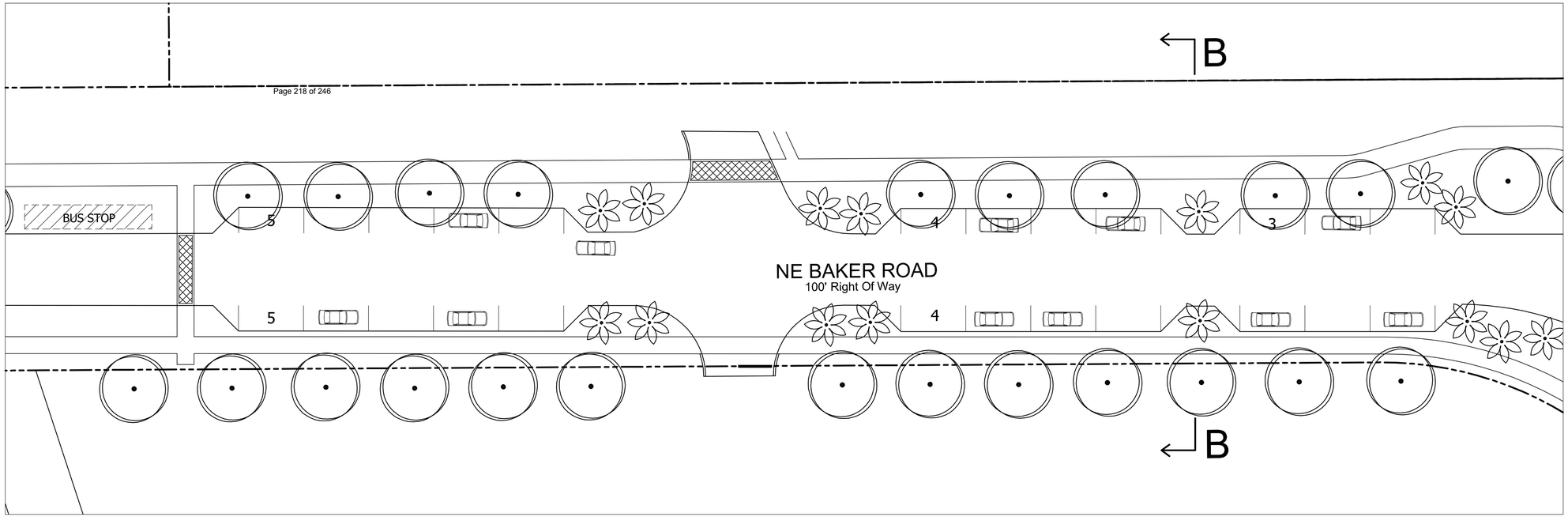
NE Baker Road - Two Way - Cross Section B - Looking West

Scale: NTS



NE Baker Road - Two Way Streetscape Along Development Typical

Scale: 1" = 20'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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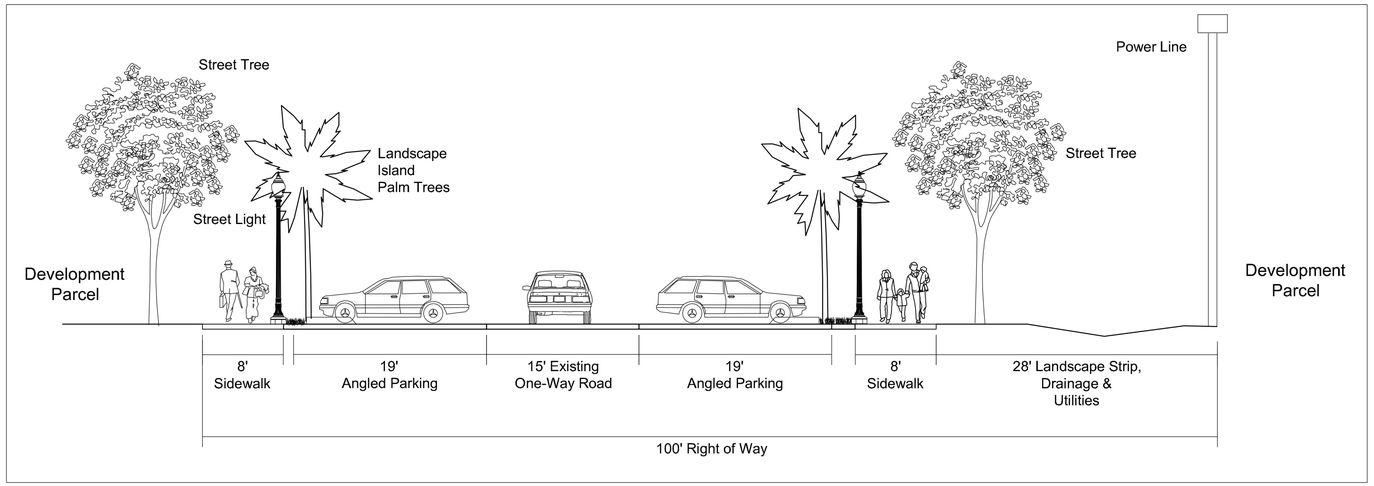
Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates
Revision Dates

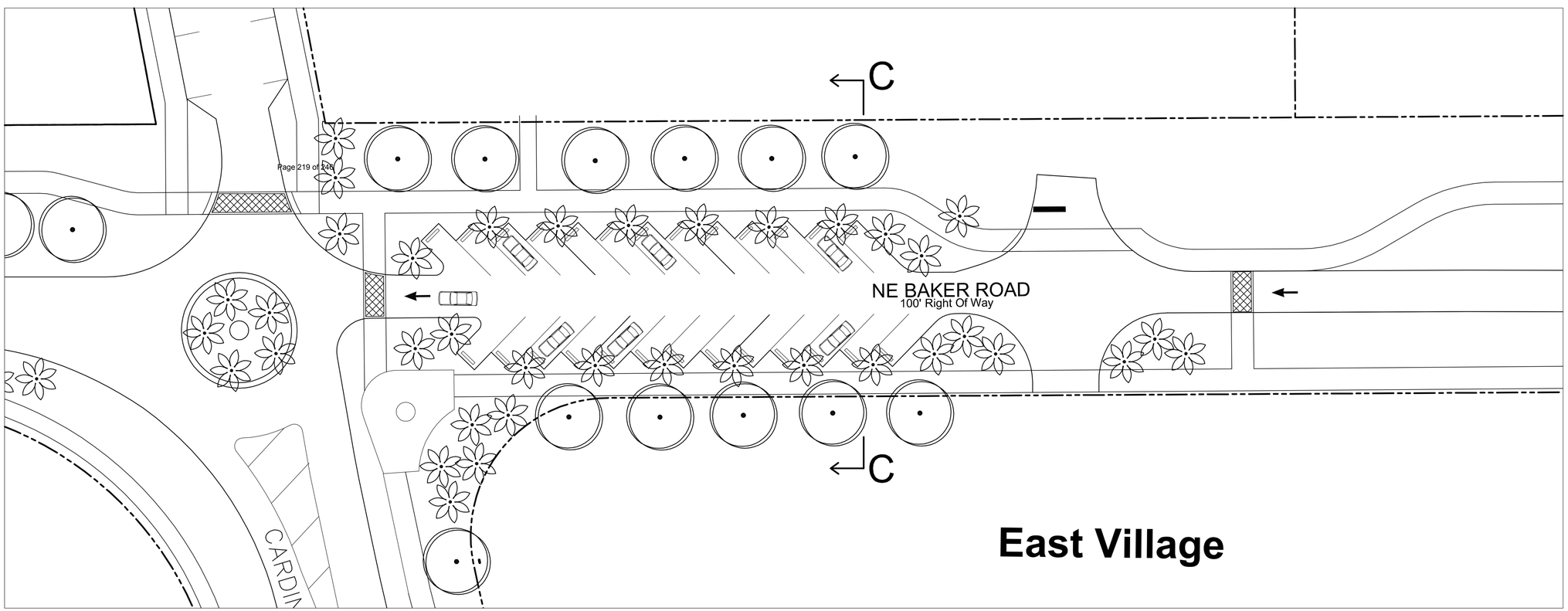
NE Baker Road - One Way - Cross Section C - Looking West

Scale: NTS



NE Baker Road - One-Way Streetscape Typical

Scale: 1" = 30'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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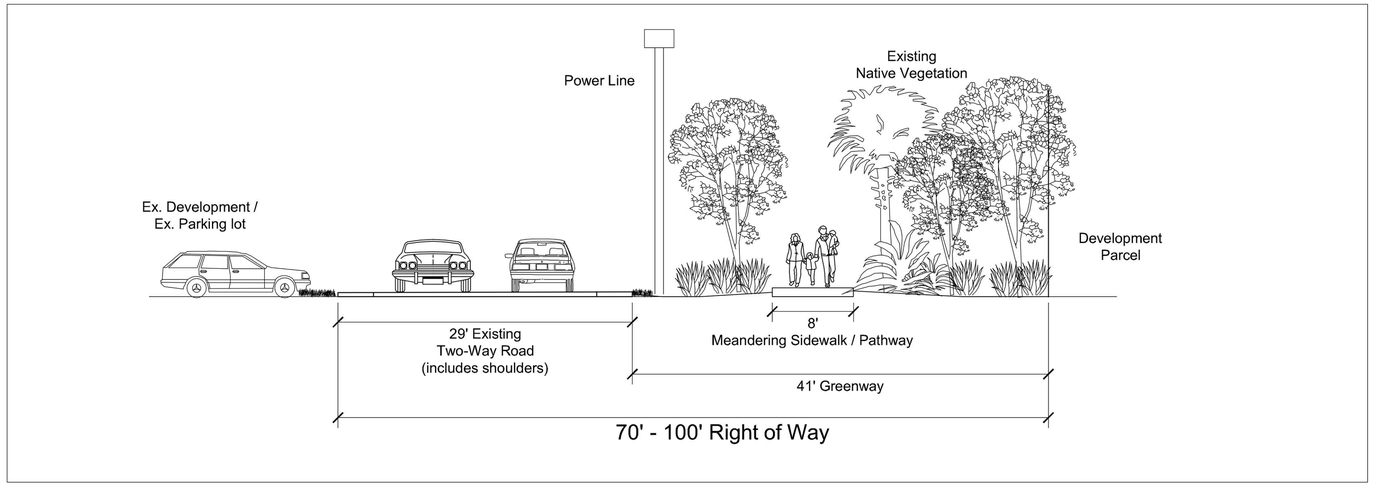
Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates

Revision Dates

Sheet 4 of 7

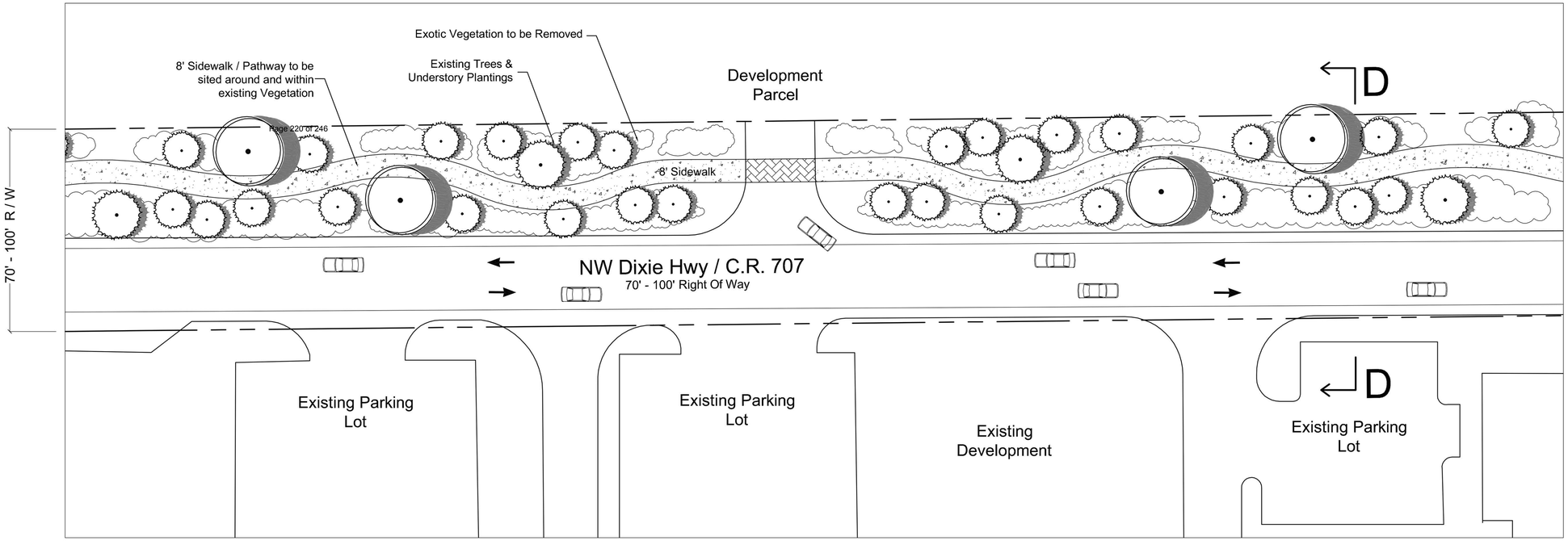
NW Dixie Hwy / C.R. 707 : 70' - 100' R/W - Cross Section D - Looking West

Scale: NTS



NW Dixie Hwy / C.R. 707

Scale: 1" = 20'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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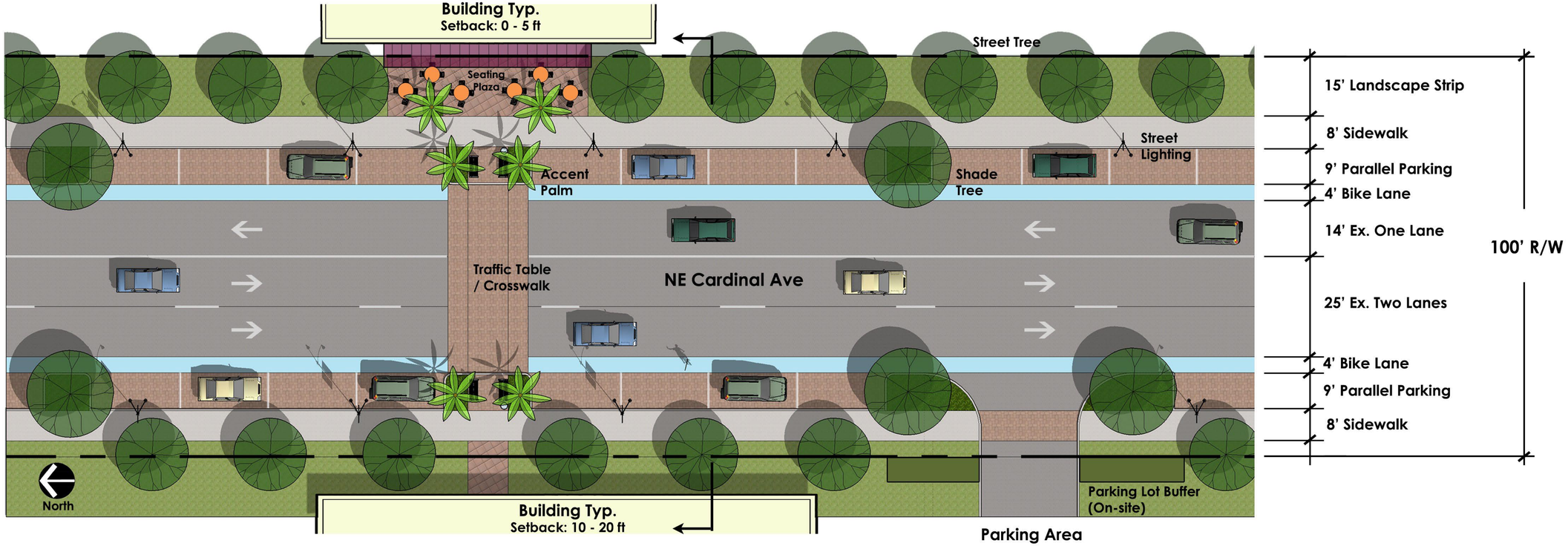
Submittal Dates

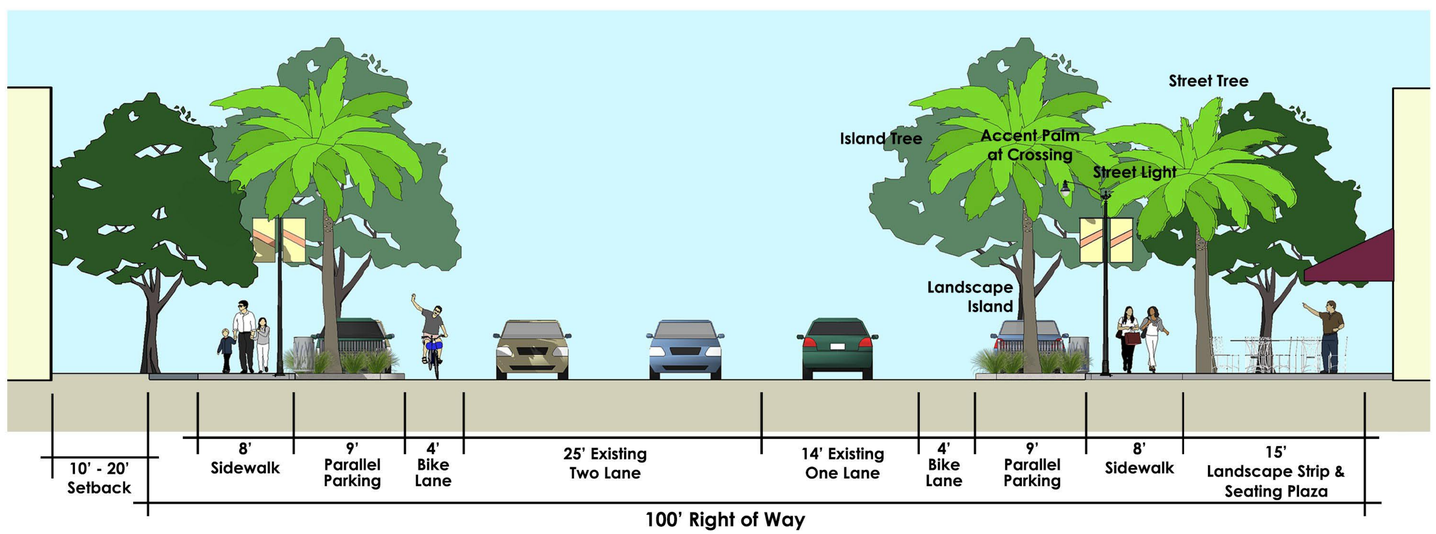
Revision Dates



Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can

NE Cardinal Ave. - Cross Section E - Looking North



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Job No. 17025
Drawn By HJ
Checked By MH
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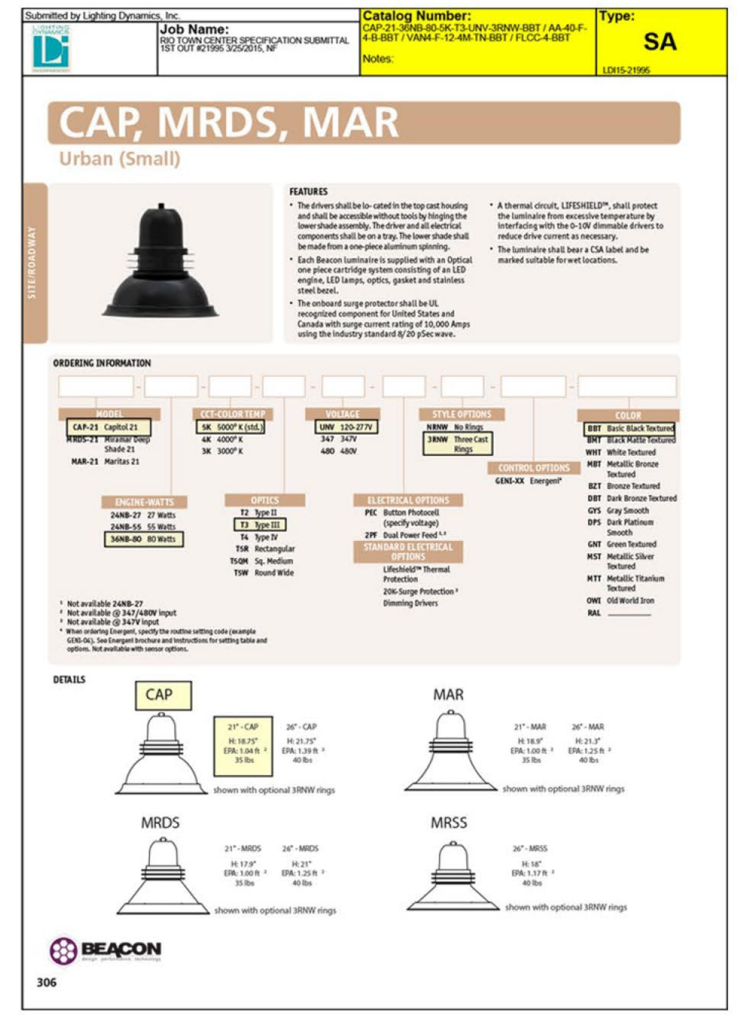
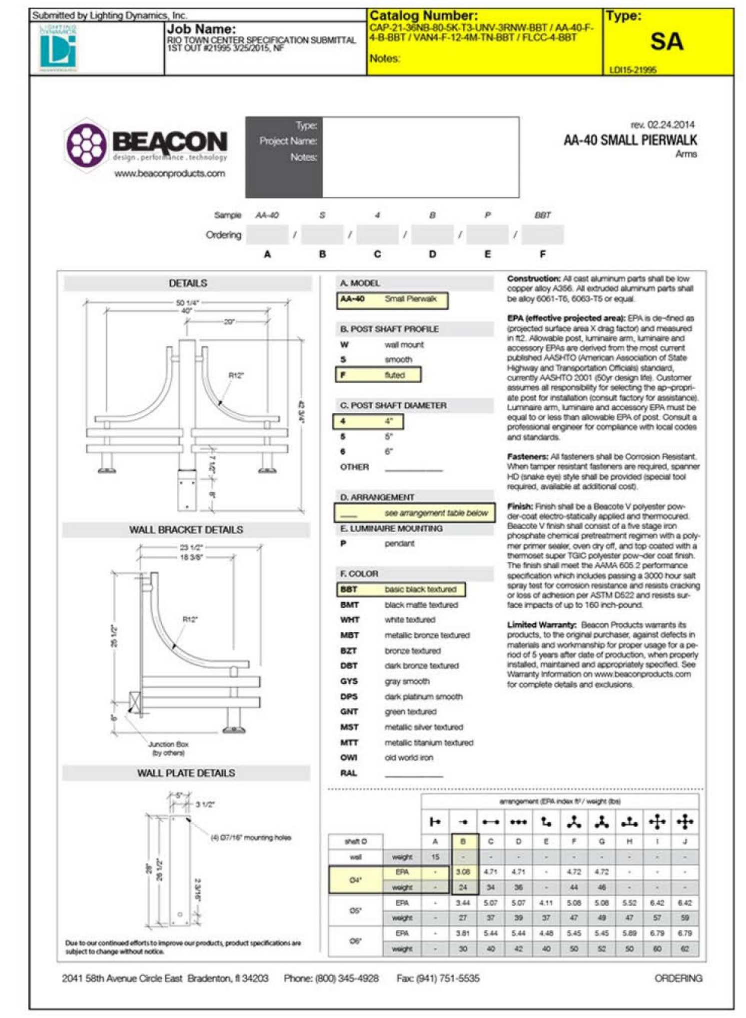
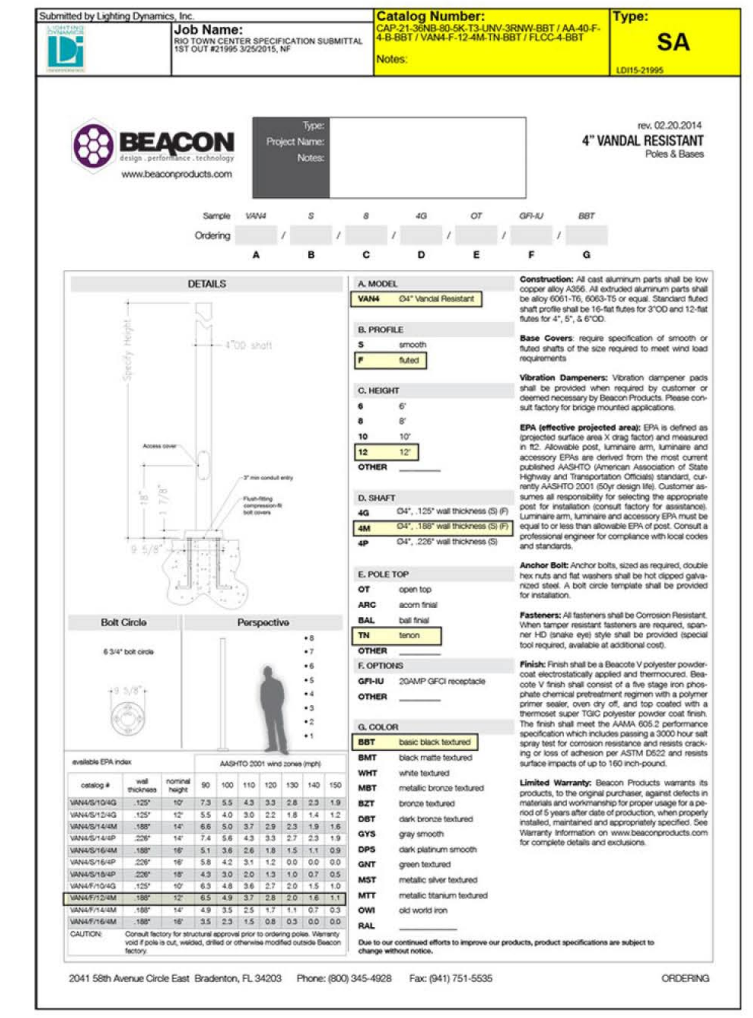
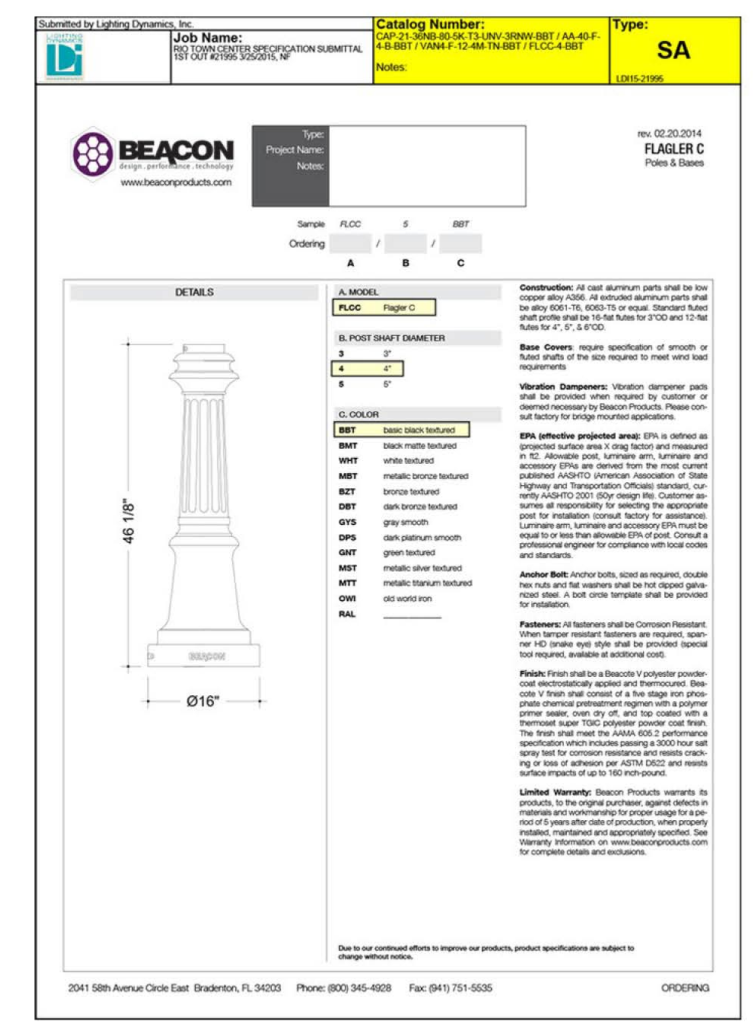
Submittal Dates
Revision Dates









Beacon Lighting - Urban Series

ANOVA

211 North Lindbergh Blvd.
St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

AE2680STX— Airi Stix 6' Contour Bench

6' perforated steel contour bench with stix pattern seat and cast aluminum legs

Material
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have predrilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

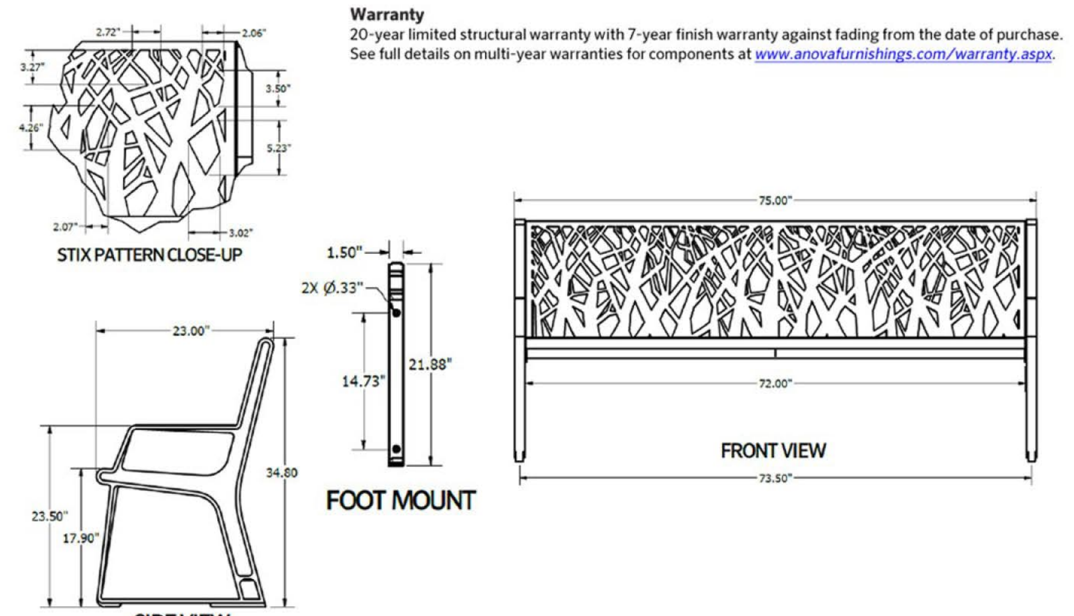
Finish
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (32" x 74")	Total No. Pkgs.	Shipping Class
134 lbs.	N/A	154 lbs./unit	28.78 cu. ft.	2	100 lbs.	3	100

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800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1440A— Latitude 4' Contour Bench with Armrests

4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 4' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

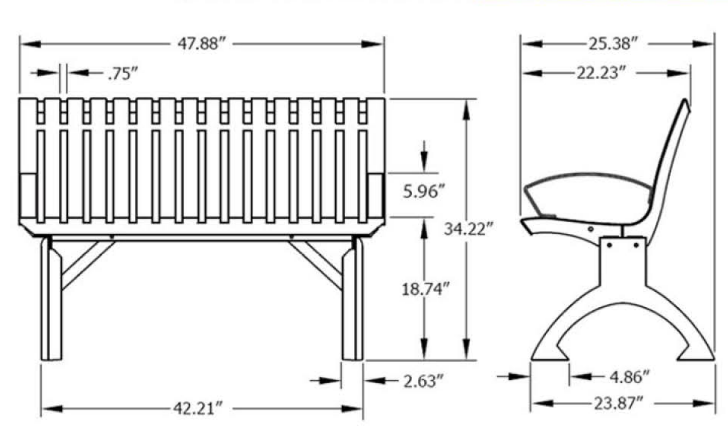
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (48" x 32")	Total No. Pkgs.	Shipping Class
109 lbs.	N/A	132 lbs./unit	21 cu. ft.	3	50 lbs.	3	70

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St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

L1441A— Latitude 6' Contour Bench with Armrests

6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs

Material
The 6' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

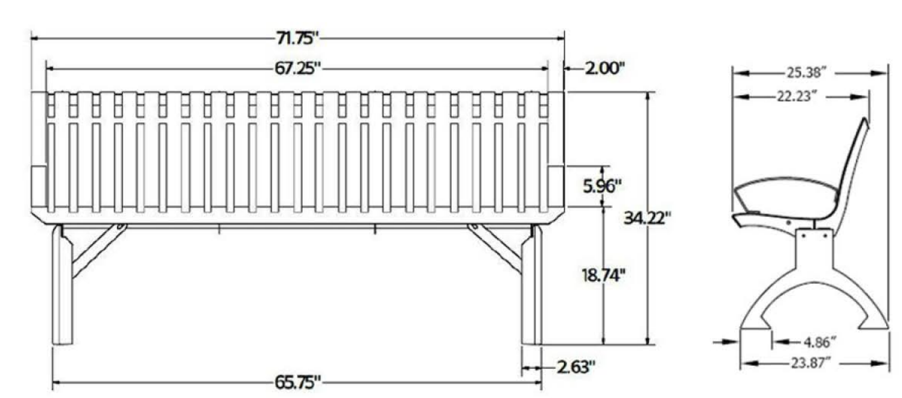
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (74" x 32")	Total No. Pkgs.	Shipping Class
140 lbs.	N/A	168 lbs./unit	30 cu. ft.	3	100 lbs.	3	70

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Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheat Bench
Textured_Black Framework

Anova - Bench Options

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
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Avonlea Streetscape Design
Streetscape Furnishings
City of Stuart Florida

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Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates
Revision Dates

Sheet 7 of 7

EXHIBIT B

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$126,840
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,530
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$14,370
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$132,300

EXHIBIT C

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$126,840
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,530
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$14,370
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$170,520
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,480
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$132,300
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$266,700
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$66,780
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$18,900
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$507,390

EXHIBIT D

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$170,520
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,480
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$266,700
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$66,780
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$18,900
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$507,390

Avonlea Development Costs					$1,939,606	62 $31,283.97
Lift Station					$563,524	
Item	Units	Measure	Unit Cost	Total Cost		
Engineering	1		$15,600.00	$15,600		
Permitting	1		$75,000.00	$75,000		
Gravity Line	548		$130.00	$71,240		
Man Hole	4		$2,500.00	$10,000		
Force Main	1500	LF	$40.00	$60,000		
Directional Bore	1		$20,000.00	$20,000		
Lift Station	1		$215,000.00	$215,000		
Generator	1		$50,000.00	$50,000		
Contingency			10%	$46,684		
Offsite Improvements (Phase 1)					$406,488	
Engineering	1		$18,000.00	$18,000		
Permitting	1		$5,000.00	$5,000		
Surveying	1		$3,000.00	$3,000		
Geo Tech	1		$2,500.00	$2,500		
Midblock Crossing	5,000	each	$2.00	$10,000		
Grading	40	hrs	$30.00	$1,200		
subgrade	850	SY	$2.00	$1,700		
Paving/Concrete	7,500	SF	$6.00	$45,000		
Sidewalk	1,033	SY	$40.00	$41,320		
D Curbing	282		$14.00	$3,948		
Header Curb	1,700	LF	$20.00	$34,000		
Drainage structures	0		$2,000.00	$0		
RCP	0		$50.00	$0		
Landscaping	1		$75,000.00	$75,000		
Roundabout Art	1		$10,000.00	$10,000		
Light poles	13	each	$5,000.00	$65,000		
Hand hole	13	each	$100.00	$1,300		
Electrical coduit	2,000	LF	$4.00	$8,000		
Wire	2,000	LF	$2.00	$4,000		
Pavers	7,000	SF	$3.50	$24,500		
Contingency			15%	$53,020		

From: frank wacha
To: Gandhi-Savdas, Pinal
Subject: Re: Offsite Phasing
Date: Tuesday, July 10, 2018 12:12:30 PM

Lift Station						Total	$481,024	$144,307	LOT 10 share
	Item	Units	Measure	Unit Cost		Total Cost			
	Engineering	1		$15,600.00		$15,600			
	Permitting	1		$75,000.00		$0			
	Gravity Line	548		$130.00		$71,240			
	Man Hole	4		$2,500.00		$10,000			
	Force Main	1500	LF	$40.00		$60,000			
	Directional Bore	1		$20,000.00		$20,000			
	Lift Station	1		$215,000.00		$215,000			
	Generator	1		$50,000.00		$50,000			
	Contingency			10%		$39,184			
Offsite Improvements							$291,332	$435,639	
	Engineering	1		$0.00		$0			
	Permitting	1		$5,000.00		$5,000			
	Surveying	1		$3,000.00		$3,000			
	Geo Tech	1		$2,500.00		$2,500			
	Midblock Crossing	5,000	each	$1.00		$5,000			
	Grading	40	hrs	$30.00		$1,200			
	subgrade	850	SY	$2.00		$850			
	Paving/Concrete	5,000	SF	$6.00		$15,000			
	Sidewalk	1,033	SY	$40.00		$20,660			
	D Curbing	282		$14.00		$1,974			
	Header Curb	1,700	LF	$20.00		$17,000			
	Drainage structures	0		$2,000.00		$0			
	RCP	0		$50.00		$0			
	Landscaping	1		$25,000.00		$12,500			
	Roundabout Art	1		$0.00		$0			
	Light poles	13	each	$5,000.00		$32,500			
	Hand hole	13	each	$100.00		$1,300			
	Electrical coduit	2,000	LF	$4.00		$4,000			
	Wire	2,000	LF	$2.00		$2,000			
	Pavers	7,000	SF	$3.50		$24,500			
	Turn lane					$120,000			
	Contingency			15%		$22,348			

On Jul 9, 2018, at 6:37 PM, Gandhi-Savdas, Pinal <pgandhi@ci.stuart.fl.us> wrote:

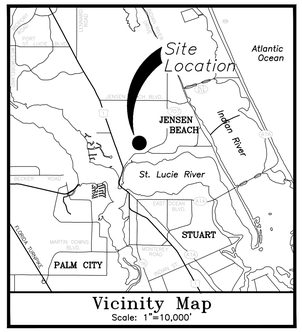
Can I please have a copy of the cost estimate/breakdown for parcel 10?

Pinal

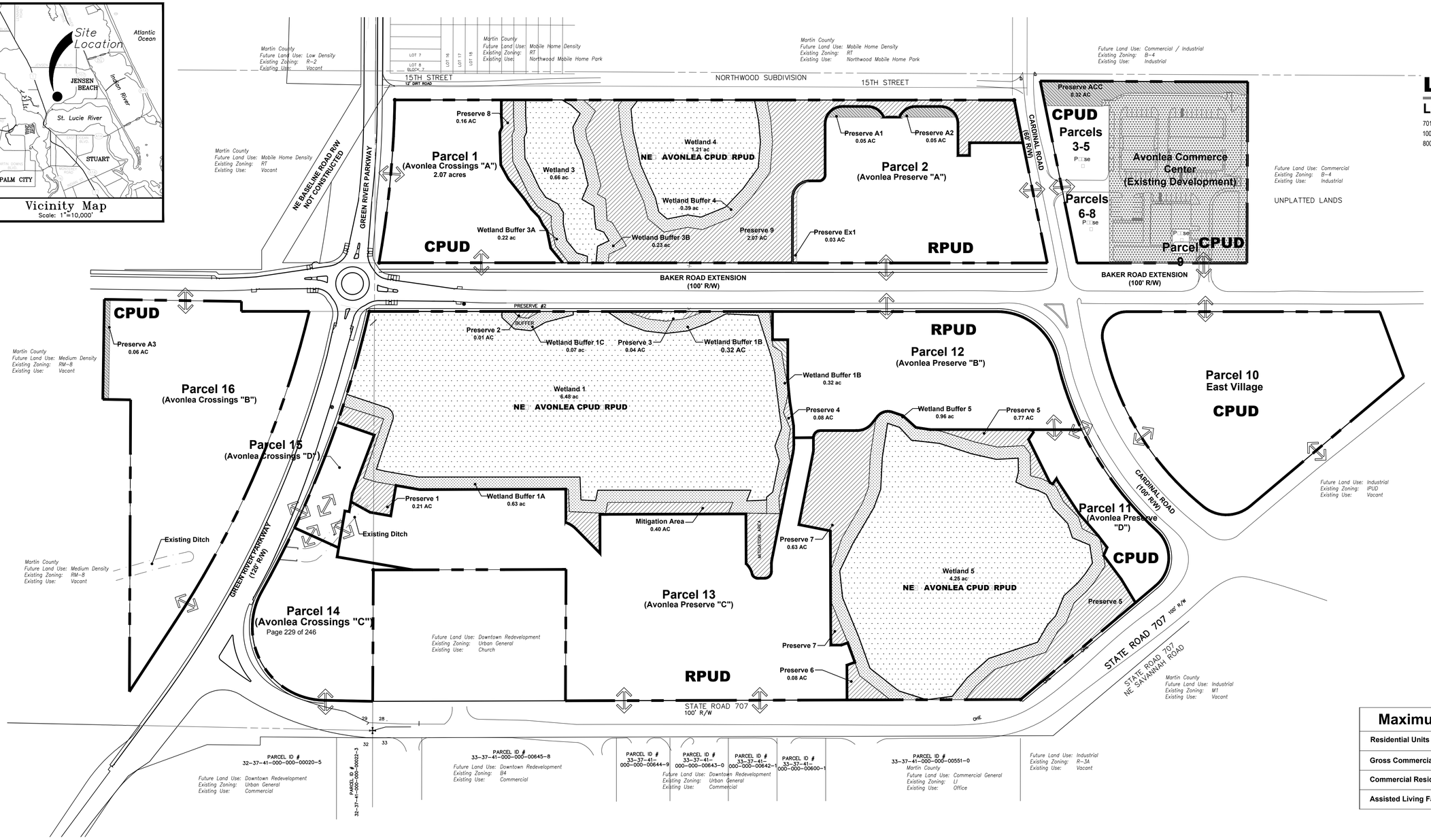
Sent from my iPhone

NEW AVONLEA PUD – TAX INCREMENT REVENUE SHARING PROJECTION (OFF-SITE IMPROVEMENTS PHASE 1 and 2)

	Phase 1 Off-Site Improvements Tax Revenues	Year 2020	Year 2021	Year 2022	Year 2023	Year 2024	Post-REDA Agreement
	Base Assessed Value (Parcels 2, 8, 9, 12)	$313,040	$313,040	$313,040	$313,040	$313,040	$313,040
	New Assessed Value	$4,832,300	$9,600,000	$9,600,000	$9,600,000	$9,600,000	$9,600,000
	Increment Assessed Value	$4,519,260	$9,286,960	$9,286,960	$9,286,960	$9,286,960	$9,286,960
	City Mil	4.5	4.5	4.5	4.5	4.5	4.5
	City TIF Contribute	$19,320	$39,702	$39,702	$39,702	$39,702	$39,702
	County Mil	6.387	6.387	6.387	6.387	6.387	6.387
	County TIF Contribute	$27,421	$56,350	$56,350	$56,350	$56,350	$56,350
	Total New TIF Revenue	$46,741	$96,052	$96,052	$96,052	$96,052	$96,052
	Revenue Allocation						
	Share to Avonlea project (50% for 5 years)	$23,371	$48,026	$48,026	$48,026	$48,026	$0
	Share to CRA (50% for 5 years, then 100%)	$23,371	$48,026	$48,026	$48,026	$48,026	100%
	Phase 2 Off-Site Improvements Tax Revenues	**Year 2023**	**Year 2024**	**Year 2025**	**Year 2026**	**Year 2027**	**Post-REDA Agreement**
	Base Assessed Value (Parcels 10, 11, 13, 14, 15, 16)	$1,069,770	$1,069,770	$1,069,770	$1,069,770	$1,069,770	$1,069,770
	New Assessed Value	$6,047,860	$32,823,480	$37,862,000	$40,690,000	$40,690,000	$40,690,000
	Increment Assessed Value	$4,978,090	$31,753,710	$36,792,230	$39,620,230	$39,620,230	$39,620,230
	City Mil	4.5	4.5	4.5	4.5	4.5	4.5
	City TIF Contribute	$21,281	$135,747	$157,287	$169,376	$169,376	$169,376
	County Mil	6.387	6.387	6.387	6.387	6.387	6.387
	County TIF Contribute	$30,205	$192,670	$223,242	$240,402	$240,402	$240,402
	Total New TIF Revenue	$51,487	$328,418	$380,529	$409,778	$409,778	$409,778
	Revenue Allocation						
	Share to Avonlea project (50% for 5 years)	$25,743	$164,209	$190,265	$204,889	$204,889	$0
	Share to CRA (50% for 5 years, then 100%)	$25,743	$164,209	$190,265	$204,889	$204,889	100%



Vicinity Map
Scale: 1"=10,000'



Lucido & Associates

Land Planning / Landscape Architecture

701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
800 Highland Avenue, Orlando, Florida 32803 (407) 839-3701, Fax (407) 872-0869

Preservation Data:	Acres	%
Total Site Area	49.04 ac	100.0%
Created Upland	5.28 ac	10.8%
Proposed Wetland Preserve	12.60 ac	25.7%
Existing Native Upland Habitat	31.16 ac	63.5%
Required Upland Preserve Area (25% of Existing Native Upland Habitat)	7.79 ac	
Proposed Upland Preserve	7.79 ac	
Total Preserve Area (Includes Wetland and Upland Preserves)	20.40 ac	41.6%
Total Development Area	28.64 ac	58.4%
Total Site Area:	49.04 ac	100%

Open Space Calculations:*	Acres
Total Site Area:	49.04 ac
(Less) Wetlands:	12.60 ac
Area Subject To Open Space Requirement:	36.44 ac
Minimum Open Space Required (30%):	10.93 ac
Open Space Provided By Upland Preserve:	7.79 ac
Open Space To Be Provided Within Development:	3.14 ac
Open Space To Be Provided In RPUD: 1.48 ac	
Open Space To Be Provided In CPUD: 1.66 ac	
Total Open Space Provided:	10.93 ac

*Open space shall be 30% of total site area less wetlands.

General Notes

-Side□□□s □ong C□rdin□ Ro□d s□□□e □□□in□u□ o□6□nd □□□e □□in□u□ □□er□ge □ld□□□or A□on e□E□s□Vi□ge. S□ree□ron□□□□□s □nd di□ided side□□□s □□□□oun□□o□□rds □□is re□uire□en□

Legal Description

See E□□□□A□in PUD Agree□en□

Legend

E□isting We□□nds under Sou□□F□rid□W□□er M□n□ge□en□Conser□□ion E□se□en□

E□isting We□□nd Bu□er under Sou□□F□rid□W□□er M□n□ge□en□Conser□□ion E□se□en□

E□isting U□□nd Preser□e under Sou□□F□rid□W□□er M□n□ge□en□Conser□□ion E□se□en□

Pro□osed U□□nd Preser□e

E□isting De□e□o□□en□

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Maximum Density per CPUD and RPUD	
Residential Units	325 units
Gross Commercial Floor Area	282,000 sf
Commercial Residential Units	160 units
Assisted Living Facility	200 units

RPUD	Parcel	Site Area	Maximum Building Coverage	Developable Area	Max. Impervious	Maximum Density	Maximum Units	Maximum ALF Units	Permitted Uses:
Avonlea Preserve A	2	3.11 ac	30%	2.98 ac	75%	15 upa	44 units	200 Units Combined w/ CPUD	Multifamily, Attached, Single Family,ALF
Avonlea Preserve B	12	3.07 ac	30%	3.07 ac	75%	15 upa	46 units		
Avonlea Preserve C	13	6.35 ac	30%	6.35 ac	75%	15 upa	95 units		
Total		12.53 ac		12.40 ac			185 units		
		Total: 12.53 ac							

Notes:
(1) The development mix in the CPUD and RPUD meet the minimum 10% commercial and 30% residential of the Neighborhood Special District land use.
(2) Maximum building coverage within the RPUD shall not exceed 30% of the total site area of the RPUD including a pro-rata share of the preserve area (43.3%)

CPUD	Parcel	Site Area	Developable Area	Maximum Gross Commercial Floor Area (2)	Max. Residential Units/ Live Work Units	Maximum Commercial Residential	Maximum ALF Units
Avonlea Commerce Phase 1	N/A	2.20 ac	2.20 ac	23,700 sf (Completed)	5 units (Completed)	Not Applicable	200 Units Combined w/ RPUD
Avonlea Commerce Phase 2	3-9	0.79 ac	0.79 ac	33,300 sf	5 units	Not Applicable	
East Village	10	4.07 ac	4.07 ac	100,000 sf	50 units	80 units	
Avonlea Crossings A	1	2.07 ac	2.07 ac	20,000 sf	Not Applicable		
Avonlea Crossings B	16	4.22 ac	4.16 ac	65,000 sf	75 units	80 units	
Avonlea Crossings C	14	1.60 ac	1.60 ac	20,000 sf	Not Applicable		
Avonlea Crossings D	15	0.45 ac	0.45 ac	5,000 sf	5 units	Not Applicable	
Avonlea Preserve D	11	0.90 ac	0.90 ac	15,000 sf	Not Applicable		
Total		16.30 ac	16.24 ac	282,000 sf	140 units	160 units	

(1) The development mix in the CPUD and RPUD meet the minimum 10% commercial and 30% residential of the Neighborhood Special District land use.
(2) Allowable commercial uses listed in Avonlea PUD Agreement

NORTH

SCALE 0 50' 100' 200'

N□□ A□□□□□□□ PUD

Master Parcel Plan

City of Stuart, Martin County, Florida

Scale	1"= 100'	Revisions
Drawn by		
Checked By		
Computer File	13-571 Master Site Plan Final Re	Sheet
Computer Station	Server	
Project Number	13-571	1 of 1
Date	4-06-2015	

Drawing Name: J:\Projects Active\13-571 Avonlea PUD Master Site Plan\Site Plan\ Apr 06, 2015 - 2:45pm 13-571 Master Site Plan Final-SCC Set.dwg

MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
JULY 12, 2018 AT 4:00PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS
Chair – Drew Pittman
Vice Chair – Chris Lewis
Board Member – Frank Wacha
Board Member – Mac Stout
Board Member – Pete Walson
Board Member – Michael Meier
Board Member – John Gonzalez

ADMINISTRATIVE
Development Director, Kev Freeman
Assistant to the City Manager, Pinal Gandhi-Savdas
Board Secretary, Michelle Vicat

CALL TO ORDER 4:00 PM

ROLL CALL 4:00 PM Roll Call.

Present: John Gonzalez, Pete Walson, Frank Wacha, Drew Pittman, Michael Meier. Absent: Mac Stout, Chris Lewis.

APPROVAL OF MINUTES

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS

OTHER MATTERS BEFORE THE BOARD

1. Discussion and Deliberation to consider the CRA Real Estate Development Accelerator (REDA) Pilot Program

PRESENTATION: Pinal Gandhi-Savdas

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS

Michael Meier thanked Pinal for this and said for the record he had met with her a few times and been able to ask questions and get feedback on this and thought this is a fantastic step towards putting teeth on how they can use CRA funds strategically. He wanted to clarify that “mix of housing types to support diverse work force” is the way of saying workforce housing is a priority and to make sure that “environmental cleanup” didn’t include razing wetlands.

Pinal Gandhi-Savdas said it would have to be approved by the development department.

John Gonzalez asked if they should strike that language.

Frank Wacha said as someone who has restored significant amounts of wetlands, you have to spend significant dollars to do that which is why there is so much wetland. He said you can just get credit for it and you need to spend significant dollars in order to take them down.

Dave Dyess suggested that Pinal put something in there to exclude that.

Pete Walson asked if they could add “should meet one or more”.

John Gonzalez asked if projects that have already been approved qualify for this.

Pinal Gandhi-Savdas said the way it’s written, they couldn’t.

John Gonzalez said the overall budget of the city won’t be affected and asked if there were any unforeseen problems this could cause as far as keeping the 50% in TIF.

Joly Boglioli said as far as the proposed budget for 2019, the CRA is expecting to collect over $2M in TIF proceeds and thought they should accelerate the program as soon as possible. He said there is a new exemption for affordable housing and their taxable value is cut in half which dropped approximately $500,000 off the tax roll this year.

Frank Wacha asked if they could build a little flexibility in there to benefit something like Reb Oil as the extreme cost to turn it into what is required by urban code is making it just sit there.

John Gonzalez asked why it couldn’t be 50% across the board.

Pinal Gandhi-Savdas said they could.

Pete Walson said the original premise was that it have a significant impact and thinks it needs to meet one or more of those conditions and he can’t visualize something under $500,000 would have a significant impact on public welfare or jobs.

Drew Pittman said he just closed on Creative Auto and he was trying to get them to do something with the building that would be aesthetically pleasing but it was under the $500,000 threshold. He said the city just gave the Lyric Theatre $100,000 and when you come out of the Lyric you see Creative Auto and the roof is falling in and thought smaller businesses could use the help.

Frank Wacha said there is quite a bit of funds and said if they don’t spend it, they have to return it.

Pinal Gandhi said maybe they could come up with a different program for the smaller projects.

Drew Pittman said he liked John's idea of 50%.

Frank Wacha said this program needs to be put in place, but wished the threshold wasn't such a high number.

John Gonzalez asked if they could change the minimum criteria to two and make it 50%.

Michael Meier said they have money they need to spend and incentivize projects and may be trying to micro manage and thought everything should be up to 50%.

Frank Wacha thought Pinal should change the $5M to $1M.

Drew Pittman wanted something that they can sell to the community as a benefit.

Michael Meier said that they agree that the max is 50% and the number of eligibility criteria that are met are issues and he didn't think it should have to be a $5M project because they have the money and should spend it.

Frank Wacha thought they should use the 3rd model and eliminate projects over $5M and thought they should be more flexible.

Michael Meier asked Pete if he would agree to the 3rd model and $1M.

Pete Walson said he could agree to both but he was a little off base on what the purpose of this is. He said he approached this as an ordinance that would foster development on undeveloped property and did not look on it as a rehab project for existing properties but if it's the sense of the board he can get over it.

Drew Pittman asked Pinal what her definition of development was.

Pinal Gandhi-Savdas said she was covering new development and rehabs.

5:01 PM Motion: Approve using Model #3 and changing it to projects over $1M, Action: Approve, Moved by John Gonzalez, Seconded by Frank Wacha. Approved unanimously

Drew Pittman said he was good with all of that except they weren't giving away any money that was in the coffers, this is money they never would have had and asked the problem what was wrong with improving building that would only cost $200,000?

Pinal Gandhi-Savdas said she thought that was a separate program and would work on that as soon as she could.

Pete Walson suggested staff do a survey of vacant property that would fit what they are trying to do and what came to mind was Northpoint, the city garage and the ballfields and asked Joly if he was taking care of the affordable and market rate. He asked if the city ever considered doing any type of tax abatement on properties like Creative Auto.

2. Resolution No. 01-2018 Grant Agreement w/Avonlea

PRESENTATION: Pinal Gandhi-Savdas

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS

Pete Walson asked if the improvement for Phase I made it two way or one.

Nik Schroth said it keeps the current traffic flows, adds an extension of the pavement and a roundabout.

Pete Walson saw large and small scale water features and asked if they would be asking for art.

Nik Schroth said they will be proposing to place art on various areas of the property such as the roundabout.

Michael Meier clarified that by approving this they are tying the REDA to Phase 1 and Phase 2, they can't split them apart.

Pinal Gandhi-Savdas said yes and Phase 2 has to be completed by 2022.

Michael Meier said he has a reservation approving two phases.

Nik Schroth said they are making a commitment to building both phases before 2022 and are asking for reciprocation of committing to this agreement.

Pinal Gandhi-Savdas pointed out

Michael Meier asked if Phase 1 was strictly residential.

Nik Schroth said it was.

Michael Meier asked him about the history of this and some promises that were made regarding water service and how it's been made more difficult for him and this might be seen as a way to make good.

Nik Schroth said there have been challenges and they have been discussed with staff and things have changed as well as there have been changes in staff and the TIF agreement was a way to let bygones be bygones.

Frank Wacha said he has been at his for a long time and he's had this designed for a long time and he put up the bond and it's had a long history and if this type of program was in place at the time, it might have kept it going. He said Nik building the first phase will be significant.

5:36 PM Motion: Action: Approve, Moved by John Gonzalez, Seconded by Pete Walson. Motion passed 4/1 with Frank Wacha abstaining

STAFF UPDATE: None

ADJOURNMENT 5:40 PM Motion: Action: Adjourn, Moved by Frank Wacha, Seconded by John Gonzalez. Motion passed unanimously.

APPROVED **RESPECTFULLY SUBMITTED**

_____ _____

Drew Pittman, Chair Michelle Vicat, Board Secretary

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 04-2020 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHAIR PERSON TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, by adoption of Resolution No. 01-2018 (CRA) on August 27, 2018, the Community Redevelopment Agency approved agreement between the Stuart Community Redevelopment Agency and Avonlea Improvement Company, LLC to provide economic development incentives to facilitate the completion of the offsite improvements for the New Avonlea PUD; and

WHEREAS, city staff has determined that Avonlea Improvement Company has demonstrated that the offsite improvements together with development of the New Avonlea PUD will substantially increase the property values of those parcels within the New Avonlea PUD; and

WHEREAS, the proposed agreement between the Stuart CRA and Avonlea to share the increased tax revenues will fulfill the intent of the CRA plan and provide incentive to the developer to complete the offsite improvements as early as possible; and

WHEREAS, the Community Redevelopment Agency of the City of Stuart will receive a substantial benefit from this agreement.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairperson to execute the amended agreement between the Stuart Community Redevelopment Agency and Avonlea attached hereto, sharing the increased tax revenue increment as set forth in the agreement.

SECTION 2: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT
MICHAEL J. MEIER, CHAIRMAN			
EULA R. CLARKE, VICE CHAIR			
MERRITT MATHESON, BOARD MEMBER			
REBECCA S. BRUNER, BOARD MEMBER			
KELLI GLASS LEIGHTON, BOARD MEMBER			
PETE WALSON, EX-OFFICIO BOARD MEMBER			
NATHAN RITCHEY, EX-OFFICIO BOARD MEMBER			

ADOPTED this ____ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
CHAIRMAN

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CRA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) PROGRAM
AMENDED AND RESTATED
GRANT AGREEMENT FOR THE NEW AVONLEA PROJECT

This Amended and Restated Real Estate Development Accelerator (REDA) Grant Agreement (the "Grant Agreement") is made and entered into this _____ day of _____, 2020, (the "Effective Date") by and between the **City of Stuart, Florida Community Redevelopment Agency (CRA)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **Avonlea Improvement Company, LLC**, a Florida limited liability company (**Company), its successors and assigns.**

WHEREAS, the **Company** is an entity designed to facilitate the completion of the offsite improvement for the New Avonlea PUD. The tax increments which will be the subject to this agreement shall be made up of those lots of the New Avonlea PUD (the "Property") as set forth in Exhibit "B" attached hereto; and

WHEREAS, the **Company** desires to redevelop and revitalize the Property and incorporate it into a mixed-use development known as the New Avonlea Planned Unit Development (hereinafter "New Avonlea"), and as consideration for this agreement shall make the offsite improvements as further defined in section 4 below; and

WHEREAS, the **Company** has requested that the CRA provide certain economic development incentives related to the development; and

WHEREAS, the **Company** will help to achieve the goals of the CRA's Community Redevelopment Area Plan to provide a mixed-use activity center; and

WHEREAS, the CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential. Because of the nature of The New Avonlea PUD and its potential to positively impact the City, the CRA is proposing to provide a series of Tax Increment Incentive Payments to the **Company**; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the offsite improvements for the New Avonlea will occur in phases. This agreement is intended to provide incentives related to off-site improvements as well as other development incentives within the purview of the City Real Estate Development Accelerator Program; and

WHEREAS, the CRA plan provides incentives in the form of Tax Increment Incentive Payments (as defined below); and

WHEREAS, the purpose of the CRA's involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment and completion of specific

components of the Avonlea Planned Urban Development, thus generating additional tax increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

"*Lender*" means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Developer, or Owners of property within the New Avonlea PUD.

"*Property*" means the total parcels making up the New Avonlea PUD. Currently there are sixteen parcels contiguous to each other together with the offsite right of way. The only parcels which will qualify for tax increment distribution are attached hereto as Exhibit "B".

"*Tax Increment Incentive Payment*" means the portion of the Tax Increment Revenues directly attributable to The New Avonlea PUD to be provided by the CRA pursuant to this Grant Agreement.

"*Tax Increment Revenue*" means the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Avonlea's calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of Section 3(B) below, the base year value of each Tax Parcel in New Avonlea shall be the assessed value for the entire geographic area of each Tax Parcel including any sub parcels for each specific lot described in Exhibit B as set by the Martin County Property Appraiser for the year before the first Certificate of Occupancy issued for any location within each lot.

"*Tax Parcel*" means one of the ten lots described in Exhibit "B" including any sub parcels within said lot that may be created in the future. The ten lots are attached hereto as Exhibit "B" Only those ten tax parcels, or sub parcels of the original ten parcels, listed in this agreement shall qualify for REDA. If additional parcels are created that are not listed in this agreement, and fall outside of the geographical area of the ten parcels, no value shall be used from said parcels and no TIF shall be due for development on said parcels.

"*Taxable Assessed Value*" means, for all Parcel Control Numbers which make up the total land mass of each lot listed in Exhibit B, the assessed value for property-tax purposes as determined by the Martin County Property Appraiser or, if applicable, the Value Adjustment Board or the Nineteenth Judicial Circuit.

"*Trust Fund*" means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

"*Offsite Improvement Plan*" shall mean the Offsite Improvement Plan of the New Avonlea PUD as may be amended by agreement of the Company and the City of Stuart.

Section 3. Tax Incentive Payment.

A. ***Recapture Period.*** Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payments will be provided to **Company** annually on a Tax Parcel by Tax Parcel basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May 1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payments for each Tax Parcel annually for five (5) consecutive years commencing on May 1 of the second year after a certificate of occupancy has been issued for any property within that Tax Parcel as described herein. In no event shall the CRA be obligated to make any Tax Increment Incentive Payments for any eligible Tax Parcel after May 1, 2039.

B. **Calculation of Tax Increment Incentive Payment**. The amount of the Tax Incentive Payment for a Tax Parcel shall be 50% of the Tax Increment Revenue (TIF) resulting from increases in the taxable assessed value of that Tax Parcel as listed in Exhibit "B" less any amount that is owed to the City for reimbursement for uncovered expenses related to a grant that reduced the offsite improvement costs, for each year of the five year period. The TIF is 95% of the difference between the base year ad valorem tax and the current year ad valorem tax. If the taxable assessed value of the Property (as determined by the Martin County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Incentive Payment shall equal 50% of the Tax Increment Revenue. The incentive shall be 50% of the increased TIF for each calendar year during the five-year period as set forth herein. The amount of the payment shall be determined annually based upon the actual TIF generated for each calendar year.

C. **Master List.** Avonlea shall provide the City with a master list of all subdivided or platted parcels that have been assigned a parcel control number for any property that falls within the ten lots described in Exhibit B which it desires the City to include in the TIF calculation. This list shall be included with the Annual Status Report due by February 15. The City will only be responsible to pay TIF for the parcel identification numbers listed in Exhibit B and those sub-parcels that have been provided to the City in the Annual Status report. If a PCN was not included that fell within the original ten lots and a TIF payment was made, any funds previously due for that PCN shall be waived.

D. The CRA's obligation to provide the Tax Increment Incentive Payments to the Company shall terminate upon the failure of the owner of a given Tax Parcel to comply with a condition of this agreement. The CRA will mail notice to the Company by each April 1 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to each of the Tax Parcels listed in Exhibit "B", including the sub parcels which have been created and assigned parcel identification numbers as long as they have been previously provided to the City in the Annual Status Report and the applicable Tax Increment Incentive Payment which will be made on May 1 of the same year so long as the PUD and REDA agreements are not in default.

E. Once any part of one of the original ten Tax Parcels qualifies for the TIF calculation and payment as described in paragraph "B" above, that entire Tax Parcel including all of its sub parcels shall only be used to calculate the TIF due to the company for the next 5 years. At the end of the five (5) year period, the increase in value for that parcel shall be excluded from the TIF calculation due to the Company. However, if the offsite improvements contemplated in this agreement are removed or impacted to the extent that they would not be deemed complete for initial qualification purposes, the City of Stuart shall have the right to declare a breach of this agreement for the balance of the TIF payments or in the alternative, replace or repair the improvements and deduct that expense from any future payments due to the Company pursuant to this agreement unless impact is due to governmental action.

Section 4. Offsite Improvements

A. The Offsite improvements described in the PUD and attached as Exhibit "A" must be complete as a condition precedent to the Company qualifying for any tax increment revenue as it pertains to each Tax Parcel.

Section 5. Covenants and Representations of Company. The Company hereby covenants, represents, and acknowledges the following covenants and representations that the Town and CRA have relied upon in agreeing to provide the incentives described herein:

A. **Company**. The Company is an entity whose members are fee simple owners of Parcels of the Plat of New Avonlea and whose members will be constructing the Offsite Improvements.

B**. Approvals**. The New Avonlea PUD has received a PUD approval necessary to develop Avonlea, including the Property.

C. **Taxable Value of Property.** The Company shall not intentionally take any action or omit to take any action that would cause the taxable value of New Avonlea to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser's valuation).

Section 6. Annual Status Reports. Company shall submit to the CRA by no later than each February 15th, annual status reports evidencing and certifying compliance with the Performance Benchmarks and the Covenants and Representations contained in section 4, such annual status reports to be in a form reasonably acceptable to the City Manager and the CRA's Executive Director.

Provided that the real estate taxes levied on the Property are paid and the Company complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to Company on an annual basis over a 5 year period (the "Recapture Period") as more particularly described in Section 3.A. hereof.

Section 7. Indemnification. This agreement in no way creates a joint venture between the parties. The sole purpose of this document is to provide a TIF incentive to the Company in consideration for the acceleration of the real estate development within this portion of the CRA.

Section 8. Breach and Remedy.

A. **Company's Breach**. Subject to Force Majeure (as defined herein), the Company failure to comply at all times with its obligations contained herein, including, but not limited to, the Performance Benchmarks and the Covenants and Representations shall be a material breach of this Grant Agreement. Upon such breach, the CRA may suspend the payment of any incentive provided for herein until such breach is cured. The CRA shall provide written notice of such breach to the Company ("Notice of Breach"). The Company's failure to cure such breach within 30 calendar days from the date of its receipt of the Notice of Breach shall result in the immediate termination of this Agreement and the incentives provided for herein. However, the Company shall be allowed to cure such breach and if it is able to cure the breach, any payments remaining under the original time frames of this agreement can be recovered by the Company. However, any payments due during the time the agreement is in breach shall be waived and shall not be recoverable.

The failure to cure such breach within the time period provided for above shall result in the immediate suspension of the Tax Increment Incentive Payments for the Tax Parcel with a breach until such time as the breach is cured. In the event of such suspension, the CRA shall have no obligation to make any Tax Increment Incentive Payments so long as the breach exists and remains uncured, and the Recapture Period shall not be extended. Additionally, CRA shall have the right to require the Company specific performance under the terms and conditions of this Grant Agreement.

B. CRA Breach. In the event that the CRA materially breaches any of its respective obligations contained herein, including, but not limited to the obligation to provide the incentives, and fails to cure such breach within 30 calendar days from the date of its receipt of written notice of such breach from the Company, then the Company shall have the right to require the CRA's specific performance under the terms and conditions of this Agreement. If the Company prevails in any legal proceeding requiring the CRA to pay an

economic development incentive provided for herein, then the CRA, as appropriate, shall pay statutory interest on the amount due.

Section 9. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the Company or its assets, which is not appealed (or if appealed is determined adverse to the Company) or (b) a petition is filed by the Company for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the CRA shall have the right to terminate immediately this Grant Agreement

Section 10. No Liability or Monetary Remedy. The Company hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages. The only remedy available to the Company for any breach by the CRA is to require the CRA's specific performance under the terms and conditions of this Grant Agreement.

Section 11. Severability. Any provision of this Grant Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 12. Effective Date and Term. This Grant Agreement shall become effective on the Effective Date first written above, and end, subject to the termination and severability provisions set forth herein, upon satisfaction in full of all of the obligations of the parties.

Section 13. Relationship. This Grant Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, and the Company. The Company cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Grant Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Grant Agreement or any responsibility or obligation contemplated herein. The Company further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Company as an inducement to entering into this Grant Agreement.

Section 14. Personal Liability. No provision of this Grant Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA hereunder.

Section 15. Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized representative of the parties to this agreement. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time. Further, any agreement between the parties in this agreement shall not modify or change the PUD ordinance. Further, modifications of the PUD shall not change this document. If the offsite improvements required in the PUD change, this agreement shall remain binding and the improvements described herein shall remain a requirement.

Section 16. Applicable Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Grant Agreement must be brought and heard in Martin County, Florida.

Section 17. Amendement. This Grant Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 18. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA
131 SW Flagler Avenue
Stuart, Florida 34994
Email: pgandhi@ci.stuart.fl.us

To **Company**:

Nikolaus Schroth
3200 St. Lucie Blvd.,
Fort Pierce, FL 34946
NikSchroth@NAISouthCoast.com

Frank Wacha
P.O. Box 1610
Jensen Beach, FL 34958
FrankWacha@gmail.com

Section 19. Captions. The captions and headings of sections or paragraphs used in this Grant Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Grant Agreement.

Section 20. Entire Agreement; Conflicts. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. This agreement is intended to resolve all disputes between the parties which have arisen regarding the City's inability to provide water and sewer to the site.

Section 21. Attorney's Fees. Should either party have to pursue any legal remedies to enforce the terms of this Grant Agreement, the prevailing party shall be entitled to recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

Section 22. Grants & City of Stuart Contributions to Offsite Improvements: In the event the city obtains a grant and completes a portion of the offsite infrastructure as required by the then approved Offsite Infrastructure plan within the New Avonlea PUD, then the Company shall not be entitled to any payments until such a time as the City of Stuart has been reimbursed for its expenditure through TIF revenue. The CRA and the City of Stuart shall notify the Company of its intention to apply for a grant and illustrate the Offsite Improvement to be a part of the grant application, the parcels that would benefit from the improvement, and the costs associated with the improvements. The Company has been notified and has no objection to the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) grant approved for sidewalk along the east side of Dixie Highway and Green River Parkway. The City has already applied for and received the TAP which is being used to install sidewalks and crosswalks on the east side of Dixie Highway and Green River Parkway. The Company shall reimburse the City from TIF payments as described below, the actual cost incurred by the City, not to exceed $75,000.00.

Section 22(A). Deductions by City. The payments due to the City will not defer payments to the Company. It is the intent that they will be deducted from the amount owed to the Company. Any funds due to the City for reimbursement of monies expended on offsite improvements shall be deducted from the next Tax Increment payment that is due to the company. In the event that the amount owed to the City exceeds the amount owed to the company for a given tax year, then the balance owed to the City shall be deducted from the funds due to the company for the following tax year until the entire balance due to the City has been paid in full. The City will not distinguish between parcels when deducting the reimbursement funds.

IN WITNESS WHEREOF, the CRA and Company have executed this Grant Agreement as of the Effective Date.

Signatures are on following page

COMMUNITY REDEVELOPMENT AGENCY
By: _____
Michael J. Meier, Mayor

Attest:
_____
Clerk

Approved as to form and legal sufficiency
this ____ day of _____, 20__.
_____
Michael Mortell, City Attorney,
City of Stuart, Florida

STATE OF FLORIDA
COUNTY OF MARTIN
The foregoing instrument was acknowledged before me this ____ day of _____, 20, by Michael J. Meier, who is personally known to me.
_____
Notary Public, State of Florida
Printed Name: _____

Company – AVONLEA IMPROVEMENT COMPANY, LLC
a Florida limited liability company
By: _____
Name: _____
Title: _____

Witnesses:
(1) Sign Name:
Print Name: _____

(2) Sign Name: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me this ____ day of_____, 20__, by _____, as the _____ of _____, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.
_____

Notary Public, State of Florida
Printed Name: _____