



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JANUARY 12, 2026

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Christopher Collins

Vice Mayor Sean Reed

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Campbell Rich

ADMINISTRATIVE

Interim City Manager, Louis J. Boglioli III

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - TREASURE COAST COMMUNITY SINGERS ENSEMBLE PERFORMANCE

PROCLAMATIONS

2. REVEREND MARTIN LUTHER KING, JR. DAY - JANUARY 19, 2026

PRESENTATIONS

3. SERVICE AWARDS - JANUARY 2026
4. CLEVELAND CLINIC STROKE CHAMPION AWARDS IN RECOGNITION OF CITY OF STUART FIRE MEDICS

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT CALENDAR

5. APPROVAL OF 12/08/2025 CCM MINUTES AND 12/08/2025 SCM FINAL MILLAGE & FINAL BUDGET MINUTES (RC)
6. ADOPTION OF A PROCLAMATION FOR THE LYRIC THEATRE CENTENNIAL CELEBRATION, TO BE PRESENTED IN MARCH 2026.
7. 2026 FACSIMILE BANK SIGNATURES (RC):

RESOLUTION No. 01-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. MARTIN COUNTY INTERLOCAL AGREEMENT AMENDMENT FOR RECLAIMED WATER SERVICES (RC):

RESOLUTION No. 03-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR RECLAIMED WATER SERVICE BETWEEN THE CITY OF STUART AND THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

9. RATIFICATION OF LPA ADVISORY BOARD MEMBERS (RC):

RESOLUTION No. 05-2026; A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENTS OF TWO LOCAL PLANNING AGENCY BOARD MEMBERS, FULFILLING VACANCIES ON THE BOARD FOR THE 2026 TERM YEAR, EXPIRING ON DECEMBER 31, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

10. REQUEST FOR SUPPORT IDENTIFYING PROJECTS FOR WATER RESOURCES DEVELOPMENT ACT 2026 (RC):

RESOLUTION No. 02-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A REQUEST FOR SUPPORT TO CONGRESSMAN BRIAN MAST, SENATOR RICK SCOTT, AND SENATOR ASHLEY MOODY FOR LANGUAGE RELATED TO CERTAIN FEDERAL WATER RESOURCE PROJECTS, THROUGH THE WATER RESOURCES DEVELOPMENT ACT, THAT WILL IMPROVE THE WATER QUALITY AND HEALTH OF THE ST. LUCIE RIVER AND ESTUARY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. AUTHORIZATION TO APPLY FOR U.S. DEPARTMENT OF TRANSPORTATION BUILD GRANT FOR MLK BLVD JR STREETScape PROJECT (RC):

RESOLUTION No. 04-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S BUILD GRANT PROGRAM FOR THE MARTIN LUTHER KING JR BLVD STREETScape PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING A TWENTY PERCENT (20%) MATCH TOWARDS THE PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

12. STUART LANDINGS II MAJOR AMENDMENT TO COMMERCIAL PLANNED UNIT DEVELOPMENT AT 3991 SE FEDERAL HIGHWAY, LOT NO. 3 (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2545-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, FOR A MAJOR AMENDMENT FOR LOT NO. 3 OF THE STUART LANDINGS II COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), ALSO BEING ASSOCIATED WITH LOT #1 AND LOT #2 OF THE STUART LANDINGS II CPUD; PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN FOR LOT NO. 3 OF THE STUART LANDINGS II CPUD TO ACCOMMODATE A 470 SQUARE FOOT COFFEE RUSH CONVENIENCE RESTAURANT WITH TWO DRIVE THROUGH FACILITIES AND THE EXISTING 2,845 SQUARE FOOT BURGER KING RESTAURANT AND SINGLE DRIVE-THROUGH FACILITY; PROVIDING FOR AMENDED DEVELOPMENT CONDITIONS, A TIMETABLE FOR DEVELOPMENT, AND MASTER SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED AT 3991 S.E. FEDERAL HIGHWAY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. 1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2546-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE "WINDEMERE POINT" COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYE'S RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMERE DRIVE AND NW FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

14. REQUEST FOR ATTORNEY-CLIENT "SHADE" MEETING - POLK STREET HOTEL, INC. VS. CITY OF STUART
15. CITY OF STUART MAGISTRATE DISCUSSION
16. DISCUSS RECRUITMENT PROCESS FOR THE EMPLOYMENT OF A CITY MANAGER; FINALIZING THE UPDATED JOB DESCRIPTION; ESTABLISHING TARGET DATES; AND DETERMINING A SALARY RANGE

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 1/12/2026

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - TREASURE COAST COMMUNITY SINGERS ENSEMBLE PERFORMANCE

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

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

Meeting Date: 1/12/2026

Prepared by: Susej Meleqi

Title of Item:

REVEREND MARTIN LUTHER KING, JR. DAY - JANUARY 19, 2026

Summary Explanation/Background Information on Agenda Request:

Reverend Martin Luther King Jr. Day is a federal holiday in the United States that takes place on the third Monday in January. It honors the life and legacy of civil rights leader Martin Luther King Jr. Each year the celebration takes place on the Monday closest to his birthday, which is on January 19th.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. MLK Day - January

City of Stuart, Florida
Proclamation
Recognizing Reverend Martin Luther King, Jr. Day
January 19, 2026

- Whereas,** Reverend Dr. Martin Luther King, Jr. believed that a person's worth should not be measured by color, culture, or class; but rather by their commitment to creating a better life for all in a beloved community; and
- Whereas,** Reverend Dr. Martin Luther King, Jr. was a visionary whose courage and determination to balance the scales of social justice changed the world forever; and
- Whereas,** The Reverend Dr. Martin Luther King, Jr. Day, is the only Federal Holiday designated as a National Day of Service to encourage all Americans to volunteer to improve their Community and to reflect on Reverend Dr. Martin Luther King, Jr.'s legacy; and
- Whereas,** For many years, the City of Stuart has joined with local civic groups throughout Martin County in unity and partnership, to honor the legacy of Reverend Dr. Martin Luther King, Jr. in Stuart/Martin County.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, do hereby proclaim January 19, 2026 as **Reverend Martin Luther King, Jr. Day**. In witness whereof, have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of January, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 1/12/2026

Prepared by: Margaret Reilly-Dalton

Title of Item:

SERVICE AWARDS - JANUARY 2026

Summary Explanation/Background Information on Agenda Request:

George Sumner	Fire Rescue	30 years
David Lawson	Fire Rescue	30 years
Alex Ginossi	Fire Rescue	25 years
David Van Brussel	U&E	10 years
Matthew Hunt	Public Works	5 years
Louis Hatten	Development	5 Years

Funding Source:

N/A

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 1/12/2026

Prepared by: Mary Kindel

Title of Item:

CLEVELAND CLINIC STROKE CHAMPION AWARDS IN RECOGNITION OF CITY OF STUART FIRE MEDICS

Summary Explanation/Background Information on Agenda Request:

Dr. Whitney Mayberry, MD, Stroke Program Medical Director of the Cleveland Clinic, will present highlights of their Stroke Program and the transition of care. Stroke Team members Debbie Bryer, MSN, RN Comprehensive Stroke Program Manager, Anne Walls, BSN, RN Primary Stroke Program Manager, and Lucey Guevara, BSN, RN North Emergency Department Manager will present the following four City of Stuart Fire Medics with a Stroke Champion Award for their life-saving efforts:

Barbaro Montesdeoca
Joseph Murphy
George Sumner
Dave Lawson

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

1. Cleveland Clinic Stroke Presentation



January 12, 2026

Dr. Whitney Mayberry, MD



Stroke Program Mission, Vision, Values

❑ Mission:

- To provide comprehensive, compassionate, innovative, high quality and cost-effective care to patients with cerebrovascular disorders.
- To educate and train physicians, nurses, advanced practice providers, allied health professionals, patients, and the public about cerebrovascular disorders.
- To foster new program development related to cerebrovascular disorders.
- To conduct and promote clinical, translational, and basic science research related to cerebrovascular disorders.

❑ Vision:

- To be an innovative healthcare system recognized for clinical stroke excellence and improving the health and well-being of the communities we serve.
- To become the best place to receive care anywhere and the best place to work in healthcare.

❑ Values: Quality, Safety, Empathy, Teamwork, Integrity, Inclusion, Innovation

CCMH Hospitals

- ❑ **Joined Cleveland Clinic Health System on January 1, 2019**
- ❑ **Comprehensive Stroke Center**
 - Tradition: 177-bed private room facility
- ❑ **Primary Stroke Center**
 - Hospitals: North, South, SLW ED
 - North: 244-bed facility
 - South: 52-bed private room facility
 - St. Lucie West Emergency Department: 13-bed free standing



Cleveland Clinic Martin Health

- Certified Primary Stroke Center- Martin North and South Hospital
 - Certified by The Joint Commission
 - Pharmaceutical therapy for clot lysis
- Certified Comprehensive Stroke Center- Tradition Medical Center
 - Certified by The Joint Commission
 - The ability to perform mechanical thrombectomy for the treatment of ischemic stroke 24 hours a day, 7 days a week
 - CSCs can treat patients, suffering hemorrhagic or large ischemic strokes, with follow up care in an intensive care unit.
 - A CSC also functions as a resource center for other facilities in their area, offering guidance and consultation for triage of patients.

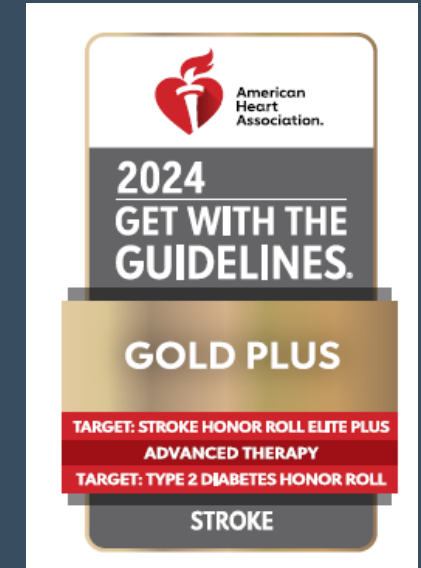
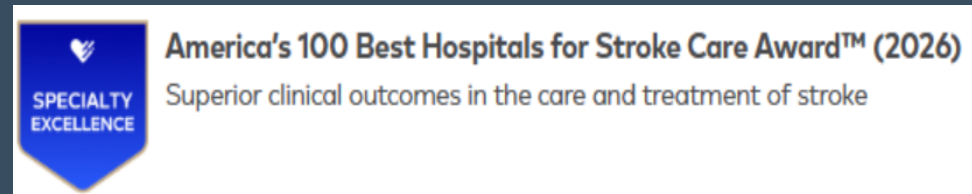
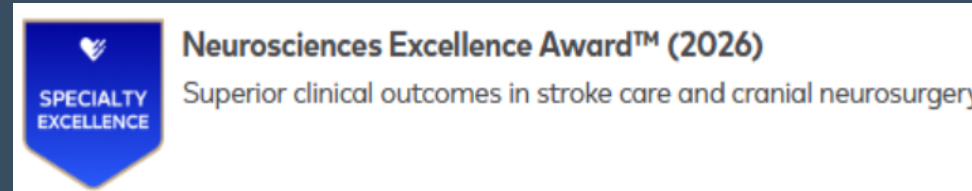


Tradition Hospital Interventional Capabilities

- Interventional Capabilities 24/7/365
- Elective / Emergent case capability include:
 - Mechanical Thrombectomy
 - Cervical carotid/vertebral artery stenting
 - Intracranial arterial angioplasty & stenting
 - Aneurysmal coiling (elective / emergent)
 - Embolization of AVM/AVF/SDH and certain vascular tumors
 - Diagnostic Cerebral Angiogram



Honors & Accreditations



Accredited Level II
HBO Therapy Facility



Radiation Oncology
Accreditation -
Every 3 years since 1998



Patient Blood
Management Advanced
Certification -
October 2018



CC MH Research Opportunities



Community Outreach

July 11, 2024, St. Lucie County Leadership
Class Presentation on Stroke

Sept 21, 2024, 10th Street Health Fair

Oct 29, 2024, Kane Center

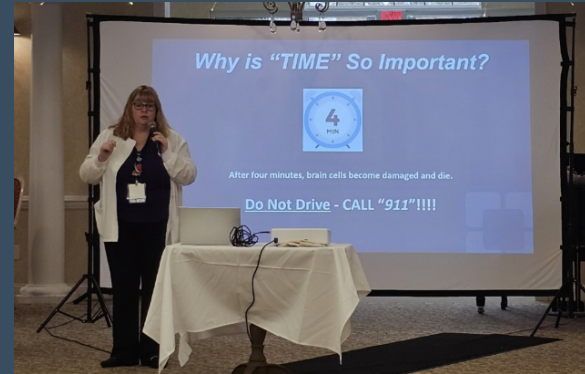
Jan 26, 2025, TC Coalition on Age
Healthcare Networking Group

Feb 8, 2025, Caribbean American Health
Fair

Feb 26, 2025, Brennity ALF Stroke
Presentation

May 22, 2025, Addington Place ALF Stroke
Presentation

Aug 23, 2025, Life Shift Church Health Fair





1st
**Comprehensive
Stroke Center**

Aprende RAPIDO, para ayudar detectar un ataque o derrame cerebral.

- R** (Icon: Person falling) **Rostro caído.**
- Á** (Icon: Person with lightning bolt) **Alteración del equilibrio.**
- P** (Icon: Person with lightning bolt) **Pérdida de fuerza en el brazo o una pierna.**
- I** (Icon: Person with lightning bolt) **Impedimento visual repentino.**
- D** (Icon: Person with lightning bolt) **Dificultad para hablar.**
- O** (Icon: Person with lightning bolt) **Obtén ayuda. Llama al 911.**

2 likes
 ClevelandClinicFlorida · · · Un ataque o derrame cerebral es la tercera causa de muerte entre las mujeres hispanas. · [more](#)
 2 hours ago

EXTENSIVE SYMPTOMS

BE FAST

- B** - Balance
- E** - Eye Vision
- F** - Facial Droop
- A** - Arm Weakness
- S** - Speech
- T** - Time

Community Education


[Ways to Give](#)
[Giving Priorities](#)
[Local • Global Impact](#)
[About Us](#)
[clevelandclinic.org](#)
[More >](#)

A Year of Recovery, A Lifetime of Gratitude

A lot can happen in a year. For Palm City, Florida resident David Hardin, much of 2024 has been dedicated to recovering from a stroke.

Last December the semi-retired attorney was enjoying a game of pickleball with three friends at the courts in Harbour Ridge, the community where he lives. A bout of dizziness while bending to pick up a ball had him dismissed off the court. After one look at David, the pickleball pro realized emergency help was needed.

"I don't remember much of the ambulance ride and ER, and only a little of the three days I spent in the intensive care unit," says David, who was transported to Cleveland Clinic Tradition Hospital in Port St. Lucie. "But I do know the neurology team at Tradition saved my life."

The Road to Recovery

After 10 days at Tradition Hospital, where David was treated for a hemorrhagic stroke caused by a ruptured cerebral blood vessel, he spent about a month of inpatient rehabilitation receiving physical, occupational and speech therapy.

"My cognitive function returned right away while I was still in the hospital, so I was extremely fortunate," recalls David. "But I had physical deficits on my right side that made simple tasks very difficult."

After an additional three months of outpatient rehabilitation and continued work on his own, David has regained more than 80% of function in his right hand, arm and leg. "It's a marathon, not a sprint," he says of his recovery.

With Deep Gratitude

 **Cleveland Clinic - Tradition, North, and South Hospitals**
11 • 

BE FAST is an acronym used to remember the signs of a stroke. Remember, time is brain.  <https://clevelandclinic.org/3UMGRu> ... See more



B BALANCE
E EYES
F  FACE
A ARMS
S SPEECH
T TIME

Cleveland Clinic
Marion Health

Cleveland Clinic
Florida

STROKE AWARENESS: BE FAST

B E F A S T

- BALANCE:** sudden loss of balance
- EYES:** sudden loss of vision
- FACE:** sudden drooping of face
- ARMS:** sudden weakness in arms
- SPEECH:** difficulty speaking or understanding
- TIME:** call 911 or go only if time helps

To learn more about our stroke program, visit
ClevelandClinicFlorida.org/Stroke

Know the Stroke Warning Signs

Every second counts if it comes to a stroke. Do you know the warning sign? This Stroke Awareness Month, take time to learn the acronym **BE FAST** to be able to spot the signs and possibly save a life. [Click here](#) to learn all about our Stroke Center and experts.

[illegible]

Stroke Risk and Awareness: What You Need to Know

**WEDNESDAY,
FEBRUARY 26**
2 - 3 pm

The Brennity at Tradition
Senior Living

Stroke is one of the most common cause of serious long-term disability in the U.S. However, 80% of strokes are preventable. Learn more about recognizing the warning signs of a stroke from a Cleveland Clinic healthcare professional as well as tips to reduce your stroke risk.

No registration necessary.



STROKE EDUCATION

May is National Stroke Awareness Month! Please join us for a presentation on Hemorrhagic Stroke.

Hemorrhagic Stroke Presentation

Presenter: Alyssa Seldes

Nursing, therapy, and any others are welcome!

Tuesday, May 21, 2024

12-1pm

Large Dayroom

Free CEUs!

ENCOMPASS HEALTH
 1800 E. Community Dr
 Suite 100, Bldg 1
 712-224-8968

8. Cleveland Clinic Florida in the News

ABC Action News, Tampa: Stroke prevention and awareness
Jeffrey Miller, MD, neurologist, Cleveland Clinic Martin Health, and his patient discuss how quickly responding to stroke symptoms can save lives. [Watch the story.](#)


Cleveland Clinic

FALL/WINTER SCHEDULE



healthmatters

A HEALTH TALK SERIES

Date	Time	Topic
Oct 11	5:00 p.m.	Senior Status and Assessment: What you need to know
NOV 13	1 p.m.	Women's Health Essentials & Men's Health Mechanics
JAN 15	1 p.m.	Fundamentals of Healthy Aging
FEB 12	1 p.m.	Heart Health: Managing Cardiovascular Care in Your Senior Years
MAR 19	1 p.m.	Butter Balances: Preventing Falls As You Age

PLEASE NOTE: Schedule of events is subject to change without notice.

**TO REGISTER FOR THE
UPCOMING EVENTS
PLEASE CALL THE KANE CENTER
AT 772.223.7808**



KANE CENTER
BRIDGE OF THE COLUMBIAS AND PARKWAY
 MARTIN COUNTY

300 SE Waterloo Road, Stuart, FL 34957

For more information please email regpers6@ccf.org or call 772.330.1060

Brain Science

Doctor Abuzeid





Cleveland Clinic - Tradition, North and South Hospitals

5th - 



Un ataque o derrame cerebral es la tercera causa de muerte entre las mujeres hispanas y la cuarta entre los hombres hispanos.... See more

Aprenda R.A.P.I.D.O. para ayudar detectar un ataque o derrame cerebral.

 Cleveland Clinic Florida

R		Rostro caído.
A		Alteración del equilibrio.
P		Pérdida de fuerza en el brazo o una pierna.
I		Impedimento visual repentino.
D		Dificultad para hablar.
O		Obtén ayuda. Llama al 911.



healthmatters
e-health. your allies.

**Stroke Risk and Awareness:
What You Need to Know**

Stroke Risk and Awareness Health Talk

Stroke is one of the most common causes of serious long-term disability in the U.S. However, 80% of strokes are preventable. Learn more about recognizing the warning signs of a stroke from one of our experts, as well as tips to reduce your stroke risk. [Register here.](#)

A photograph of a modern medical suite, likely a minimally invasive surgery (MIS) room. It features a patient table, a large monitor, and a robotic arm, which are used for precise surgical procedures. The room is clean, bright, and equipped with various medical devices.

We continue to be recognized for quality stroke care

Cleveland Clinic Martin North, Martin South and Tradition Hospitals earned quality achievement awards through the [American Heart Association's Get With The Guidelines® - Stroke program](#), demonstrating our commitment to



American Heart Association
Get With The Guidelines.
Stroke



Every life deserves world class care.

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

Meeting Date: 1/12/2026

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 12/08/2025 CCM MINUTES AND 12/08/2025 SCM FINAL MILLAGE & FINAL BUDGET MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 12/08/2025 CCM Minutes
2. 12/08/2025 SCM Final Millage & Final Budget Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
DECEMBER 8, 2025
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

Interim City Manager, Louis J. Boglioli III
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

4:00 PM

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

INVOCATION

Pastor James Harp, Stuart Alliance gave the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - GERTRUDE WALDEN DAYCARE CENTER PERFORMANCE

Thelma Washington, Director of Gertrude Walden, introduced the VPK class who sang Jingle Bells, We Wish You a Merry Christmas, and Feliz Navidad.

Joly Boglioli, Interim City Manager, thanked Mayor Rich for his year as Mayor and presented him with a gift.

2. SELECTION OF MAYOR AND VICE MAYOR

4:17 PM Motion: To appoint Christopher Collins, the Vice-Mayor as the Mayor effective today.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

Motion approved unanimously.

Commissioner Giobbi made a motion for the Vice-Mayor and Mayor Collins passed the gavel to Commissioner Rich to second the Motion.

4:17 PM Motion: Motion for Commissioner Sean Reed, to be the Vice Mayor.

MOVED BY: Laura Giobbi

SECONDED BY: Christopher Collins

Motion approved unanimously.

***** 2025 - 2026 Mayor Christopher Collins *****

***** 2025 - 2026 Vice-Mayor Sean Reed *****

PUBLIC COMMENT:

1. Michelle Smith - Stuart; Commented on the board being divided and may be better served with more experience in leadership and would be better served with more experience in leadership.
2. Janine Alexander - Gainesville; Applauded the courage of Sean Reed and Chris Collins in removal of City Manager Mortell and for assisting her in getting needed paperwork.
3. Mark Brechbill - Stuart; Thanked Commissioner Rich for his time as Mayor, commented that if a Mayor was to resign, it is up to the board whether the Vice-Mayor becomes Mayor.
4. Betty Brinkley - Stuart; Prayed that the Commissioners would be nice to one another and come together, believes Sean Reed will do a great job.

PRESENTATIONS

3. SERVICE AWARDS - DECEMBER 2025

Jordan Grose	10 years of Service	Police Department	Present
Mike DeFrank	25 years of Service	IT Department	Not Present

4. 2026 CALENDAR PHOTO CONTEST WINNERS

Stephanie Hughey and Paula Sesta, Public Works Department, presented the winners and each contestant took a photo with Mayor Collins.

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Expressed her thanks to the residents. City employees, volunteers, etc. for their support and positive impact. Commented on keeping the homeless population in mind and to consider working on a plan for homeless in 2026.
- Wished everyone a Merry Christmas and Happy Holidays.

Vice Mayor Reed

- Commented that he enjoyed participating in the Stuart Christmas Parade.
- Stated he was interested in hosting a Town Hall meeting at the 10th Street Community

Center to educate the community on how to navigate the City's website and research information. Commissioners agreed and City Attorney Baggett noted that Town Halls are not noticed as a public meeting and are not required to have an agenda or minutes.

- Requested that Item #14 be moved before Item #10 on the Agenda.

Commissioner Clarke

- Thanked the residents for their input, positive or negative.
- Complimented the staff and all involved for the well done Christmas Parade.
- Thanked the outgoing Mayor, incoming Mayor and Vice-Mayor.
- Commented on the Seminole Street improvements and thanked the CRA for their hard work on the project.
- Provided small Christmas gifts to fellow Commissioners and staff.
- Commented on the Arts Moment offered at meetings and stated she would like it to continue.
- Wished all a Merry Christmas and Happy Holidays.

Commissioner Rich

- Commented favorably on the Christmas Parade.
- Reported his tour of the Dhar Air Plant at Withem Field and provided some statistics about the facility.
- Commented on the responsibility of being Mayor and offered well wishes to Mayor Collins, stated when he does well, the Commission does well.

Mayor Collins

- Thanked Commissioner Rich for his professionalism and desire to keep order.
- Commented on the Christmas Parade, thanked staff and the Police and Sheriff's Department for keeping all safe.
- Expressed his desire, as Mayor, to have individual meetings with each Commissioner.
- Commented on the Christmas Tree Lighting event and noted that he felt a City official should be the person to light up the tree instead of sponsors.
- Interested in inviting Major Cory Bell of the Army Corp to give a presentation on legislative matters that he gave at a Martin County Meeting, would like to extend an invitation.

COMMENTS BY CITY MANAGER

Interim City Manager Boglioli

- Wished all Happy Holidays.

APPROVAL OF AGENDA

4:58 PM MOTION: Approval with Item #14 going before Item #10, and pulling Agenda Item #7 from Consent Calendar.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

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

1. Joseph Tummineli - Port St. Lucie; Commented on the leadership for the future of the City and the selection of a new City Manager.
2. Kevin Hempel - Stuart; Commented on drainage issue at 512 Cortez and how his home floods; trouble receiving communication back from an engineer.
3. Janine Alexander - Gainsville; Commented about an arrest back in 2015 that took her livelihood away.
4. Rod Peterson - Stuart; Congratulated Mayor and Vice Mayor. Commented on the Stypmann drainage issues and wanting awareness for residents. [Milton Leggett, Public Works Director, stated he plans to meet with Captec along with CRA project and keep the Commission informed.]
5. Candace Callahan - Stuart; Commented on the different events that have taken place since the last meeting. Apologized for the mishap on the Christmas tree lighting.
6. Michelle Smith - Stuart; Commented about her disappointment with Brightline not happening, the Christmas parade and felt that personal events being brought forth in a public forum should be handled behind closed doors.
7. William Rudge - Stuart; Congratulated Mayor Collins and thanked him for taking his emails seriously.
8. Betty Brinkley - Stuart; Commented on the Moore's Cemetery and asked that the Commissioners not allow East Stuart be taken over by outsiders.
9. Robin Cartwright - Stuart; Asked that Item #15 have public comment and thanked Stuart Police Department for their responsiveness due to death threats being made towards her. Stated not only should the commissioners have civility, but the public should too. [Mayor Collins denounced any threat of violence and death threats, and hopes that citywide we all remember we are neighbors]
10. Caryn Hall - Stuart; Commented about getting a phone call from Port Saint Lucie Police Department per Stuart Detective Jacobson.
11. Robert Stancavich - Stuart; Commented that Magistrate Paul Nicoletti should not be Magistrate as he was a City employee previously and cannot be impartial.

Commissioner Clarke stated that Magistrate should provide a quarterly report to the Commission.

Attorney Baggett reported that the Commission has seen his case and provided a history.

Mayor Collins asked for a D&D on the Stancavich case with all the details.

Commissioners continued discussion. Majority not in favor of a D&D, recommended Mr. Stancavich meet with the City Attorney.

APPROVAL OF CONSENT CALENDAR

5. APPROVAL OF 11/24/2025 CCM MINUTES (RC)

6. APPROVAL OF THE 2026 MEETING CALENDAR (RC):

RESOLUTION No. 106-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE CITY OF STUART PUBLIC MEETING CALENDAR FOR 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

***** PULLED ITEM #7 *****

7. JORDAN CONNORS GROUP, INC. LOBBYING SERVICES CONTRACT (RC):

RESOLUTION No. 112-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA WAIVING THE COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:57 PM MOTION: Approve Consent Calendar pulling Item #7.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

***** ITEM #7 PULLED FROM THE CONSENT CALENDAR *****

7. JORDAN CONNORS GROUP, INC. LOBBYING SERVICES CONTRACT (RC):

RESOLUTION No. 112-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA WAIVING THE COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett provided history of the contract and timeline,

Jordan Connors explained different appropriations and spoke about representation in Tallahassee.

6:30 PM MOTION: Approve.

MOVED BY: Campbell Rich

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMISSION ACTION

8. FIRST AMENDMENT TO FEC REAL ESTATE LEASE (RC):

RESOLUTION No. 90-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO REAL ESTATE LEASE BETWEEN FLORIDA EAST COAST RAILWAY, LLC AND THE CITY OF STUART, FLORIDA FOR ADDITIONAL LEASED RIGHT-OF-WAY SPACE FOR BEAUTIFICATION, PARKING, AND DRAINAGE RETENTION PURPOSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett spoke on the history of the lease for the railroads and stated that FEC would like to amend the lease, add an extra parcel, and bring the lease amount up to value.

Interim City Manager Boglioli stated that the parking spaces along the railroad are FEC property and the City would not have use of them without a lease.

6:10 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

9. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS (RC):

RESOLUTION No. 107-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE ANNUAL APPOINTMENTS OF CITY OF STUART COMMISSIONERS AS CITY REPRESENTATIVES TO SPECIFIED LOCAL COMMUNITY BOARDS FOR THE 2026 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

All Commissioners agreed to continue on their current boards for the year 2026.

6:10 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

***** ITEM #14 MOVED FROM D&D TO BE DISCUSSED BEFORE ITEM #10 *****

14. DIRECTION OF THE EAST STUART HISTORICAL ADVISORY COMMITTEE.

City Attorney Baggett provided the history on the East Stuart Historical Advisory Committee (ESHAC) and an explanation of what the City requirements are for boards under the Code of Ordinances.

Pinal Gandhi-Savdas, Community Redevelopment Agency (CRA) Director, reviewed the meetings held and purpose of the board. She explained the restrictions the board faced and suggested the City sunset or dissolve the board.

PUBLIC COMMENT:

1. Albert Brinkley - Stuart; Believes that the board members should have been notified this was happening. He stated that he believes ESHAC was carrying out the City's agenda and not their own agenda. Stated that the majority of ESHAC did not live in East Stuart.
2. Betty Brinkley - Stuart; Stated that they wanted the park, not the skate park. She stated the Commission was just using them for their own agenda.
3. Michelle Smith - Stuart; Offered assistance in making East Stuart like Hobbstown, New Jersey (a section of Bridgewater).
4. Mark Brechbill - Stuart; Commented that maybe some of the ESHAC members could fill a seat on the Community Redevelopment Board (CRB).

6:53 PM Motion: Approve to put an agenda item to dissolve the ESHAC Board on the second meeting in January 2026.

MOVED BY: Laura Giobbi

SECONDED BY: Campbell Rich

Motion approved unanimously.

10. ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION OF TERMS (RC):

RESOLUTION No. 108-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2026 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioners discussed their appointment selections to Advisory Boards.

PUBLIC COMMENT:

1. Gail Goldy - Stuart; Expressed her concern regarding Commissioner Rich disparaging Philip Deberard. She feels he will make a great asset to the City of Stuart Boards.
2. Gwen Hall-Brinkley - Stuart; Asked how people apply for a position on a Board, and why there is no awareness to the public when a position is open.

7:22 PM MOTION: Approve Deanna Peterson and Lance Vogl to an at-large member position in the LPA, Mayor Collins appoints Paul Grosso to the LPA as his liaison, Commissioner Giobbi appoints Christina Ouilette as her liaison to the LPA. At-large appointments for the CRB are Philip DeBerard and Frank McChrystal. Commissioner Clarke appoints Caitlynnne Palmieri as a member of the LPA and carry over the ESHAC members to 2026.

MOVED BY: Laura Giobbi

SECONDED BY: Sean Reed

VOTE: Motion passed 4/1.

YES: Laura Giobbi, Sean Reed, Eula Clarke, Christopher Collins

NO: Campbell Rich

11. ASSIGNMENT OF LEASE TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC (RC):

RESOLUTION No. 109-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE LEASE AGREEMENT, INCLUDING ANY AMENDMENTS, ENTERED INTO BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA CANCER SPECIALISTS & RESEARCH INSTITUTE, LLC FOR LEASE OF THE PROPERTY LOCATED AT 301 S.E. OCEAN BLVD., SUITE 102 TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC FOR THE BALANCE OF THE LEASE TERM, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7:38 PM MOTION: Approve.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

Motion approved unanimously.

12. FSP GRANT WITH FIND FOR SAINT LUCIE RIVER RAILROAD BRIDGE (RC):

RESOLUTION No. 110-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FED-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL PROGRAM (FSP) APPLICATION FOR THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE, AUTHORIZING THE CO-APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), ACCEPTANCE IF APPROVED, AND EXECUTION THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Interim City Manager Boglioli provided history on the grant and the benefits of the grant application.

Michael Kennedy, Florida Inland Navigation District (FIND) Commissioner, offered his assistance to answer any questions.

Vice Mayor Reed commented that it was a project where the taxpayers paid for ninety percent (90%) of it.

PUBLIC COMMENT:

1. Merritt Matheson - Stuart; Commented that this is the most important item to come before the Commission in years. It is the only single track and expressed the need.
2. Robert MacKeen - Stuart; In favor of bridge.
3. Helen McBride - Stuart; Questioned the amount the taxpayers are paying.
4. Janet Zimmerman - Jupiter; Executive Director of the FIND, and expressed her appreciation for the support of the Commission.

7:49 MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

13. AIHC COMPENSATION FOR INTERIM CITY MANAGER (RC):

RESOLUTION No. 111-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INCREASE IN COMPENSATION FOR THE INTERIM CITY MANAGER WHILE ACTING IN A HIGHER CAPACITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Karen Chambers Cuffy, Human Resources Programs Analyst, recommended that the City provide 10 percent compensation to the Interim City Manager for acting in a higher capacity.

7:56 PM MOTION: Approve.

8:24 PM MOTION: Amended to approve with a 10% increase.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

VOTE: Motion passed 4/1.

YES: Eula Clarke, Christopher Collins, Campbell Rich, Laura Giobbi

NO: Sean Reed

CLERK'S NOTE: Original motion for Resolution No. 111-2025 was amended at 8:24 PM with a vote to add 10% increase.

DISCUSSION AND DELIBERATION

***** MOVED ITEM #14 BEFORE ITEM #10 IN COMMISSION ACTION*****

14. DIRECTION OF THE EAST STUART HISTORICAL ADVISORY COMMITTEE

15. COMMISSION ACTION TO APPROVE A RECRUITMENT PROCESS FOR THE EMPLOYMENT OF A CITY MANAGER; ESTABLISHING TARGET DATES; AN INTERVIEW METHODOLOGY; AND A SALARY RANGE

Interim City Manager Boglioli, reviewed the options with the Commission, with a goal date of a new hire in March 2026.

Discussion included the job posting, job description, and timeline.

City Attorney Baggett reminded the board that he cannot participate on the committee as the City Attorney.

PUBLIC COMMENT:

1. Robin Cartwright - Stuart; Commented on the nomination of the applicant and suggested another position be assigned to solve the existing cases happening in the City.
2. Mark Brechbill - Stuart; Commented on whether we should create a position in house to train the next person in that position.
3. Michelle Smith - Stuart; Asked about the process of picking people from the community to observe the hiring.

4. Joseph Tumminelli - Stuart; Met with resident Robin Cartwright and discussed the position proposals, provided his background and thinks it is imperative that the decision by this board is a good one.

Mayor Collins commented on the Magistrate and that he would like an agenda item on whether we will maintain Magistrate Nicoleitti as Magistrate.

City Attorney Baggett requested clarification on Agenda Item #13, Resolution No. 111-2025, authorizing an increase in compensation to the Interim City Manager, requested to amend the motion and to identify a percentage. (Noted in Agenda Item #13.)

8:24 PM MOTION: Amend the original motion of Resolution 111-2025 adoption to a 10% increase.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

VOTE: Motion passed 4/1.

YES: Laura Giobbi, Campbell Rich, Christopher Collins, Eula Clarke

NO: Sean Reed

Motion approved unanimously.

ADJOURNMENT

8:26 PM

Mary R. Kindel, City Clerk

Christopher Collins, Mayor

Minutes to be approved at the Regular Commission Meeting this 12th day of January, 2026.

**MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
FINAL MILLAGE AND FINAL BUDGET
DECEMBER 8, 2025
AT 5:15 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

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

ADMINISTRATIVE

**Interim City Manager, Louis J. Boglioli III
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel**

ROLL CALL

8:37 PM

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

None.

COMMENTS BY CITY MANAGER

None.

APPROVAL OF AGENDA

8:40 PM MOTION: Approve.

MOVED BY: Laura Giobbi

SECONDED BY: Campbell Rich

Motion approved unanimously.

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

None.

COMMISSION ACTION

1. READOPTION OF THE FY2026 FINAL MILLAGE (RC):

RESOLUTION No. 96-2025(A); A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OF MARTIN COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF STUART IN MARTIN COUNTY FOR FISCAL YEAR 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Interim City Manager briefly provided the information per this Resolution.

8:42 PM MOTION: Approve.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

VOTE: Motion passed 4/1.

YES: Eula Clarke, Christopher Collins, Laura Giobbi, Sean Reed

NO: Campbell Rich

2. READOPTION OF THE FY2026 FINAL BUDGET (RC):

RESOLUTION No. 97-2025(A); A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING THE FINAL BUDGETS OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8:43 PM MOTION: Approve.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

Motion approved unanimously.

DISCUSSION AND DELIBERATION

None.

ADJOURNMENT

8:44 PM

Mary R. Kindel, City Clerk

Christopher Collins, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 12th day of January, 2026.**

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

Meeting Date: 1/12/2026

Prepared by: Susej Meleqi

Title of Item:

ADOPTION OF A PROCLAMATION FOR THE LYRIC THEATRE CENTENNIAL CELEBRATION, TO BE PRESENTED IN MARCH 2026.

Summary Explanation/Background Information on Agenda Request:

The Lyric Theatre is celebrating its Centennial Anniversary in March of 2026, marking an incredible 100 years of continuous cultural, artistic, and community significance in the City of Stuart. To commemorate this special milestone, the Lyric Theatre has requested an adopted Proclamation from the City of Stuart to be received in time for printing in their Centennial Program. Although the formal presentation of the Proclamation is scheduled to take place at the March 9th Regular City Commission Meeting, the Lyric has requested to receive it beforehand for inclusion in their program. This agenda item is simply to adopt the Proclamation.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Lyric Centennial - January

City of Stuart, Florida
Proclamation
The Lyric Theatre Centennial Celebration
March 15, 2026

- Whereas,** The Lyric Theatre opened its doors on March 15, 1926 to high acclaim, with The Stuart Daily News reporting “The Lyric is going to be a mighty popular place...one that every resident of Stuart might well be proud of”; and
- Whereas,** The Lyric Theatre is listed on the National Register of Historic Places, securing it as a Stuart landmark and ensuring it as a living legacy of arts and entertainment; and
- Whereas,** The Lyric Theatre is foundational to the life and culture of Stuart as performances and educational programs draw theatregoers of all ages from all over the Treasure Coast and the Palm Beaches; and
- Whereas,** the Theatre’s enduring success is a testament to its commitment to the community for which it was built and the support it receives from the community.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, do hereby proclaim March 15, 2026 is **The Lyric Theatre Centennial Celebration Day** to recognize and celebrate its lasting place in our community’s history and future. In witness whereof, have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of January, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 1/12/2026

Prepared by: Mary Kindel

Title of Item:

2026 FACSIMILE BANK SIGNATURES (RC):

RESOLUTION No. 01-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each year after the reorganization of the City Commission, it is necessary for the Board to pass a Resolution adopting the proper signatures for the Mayor and Clerk. The signatures are affixed to all payroll checks as well as other expenditures and must be verified and authorized in advance.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 01-2026.

ATTACHMENTS:

1. R01-2026 Facsimile Signature Bank
2. R01-2026 Signatures with Watermark



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

RESOLUTION NUMBER 01-2026

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE USE OF FACSIMILE SIGNATURES ON
CHECKS ISSUED BY THE CITY; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, it is expedient that the City utilize a facsimile signature of the Mayor and City Clerk on checks issued by the City and drawn upon funds of the City on deposit with the Seacoast National Bank and Trust.

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

SECTION 1: The City Commission hereby adopts the following facsimile signatures for the Mayor and City Clerk for use as authorized signatures on all checks issued by the City and drawn upon funds of the City on deposit at the Bank and all other institutions having on deposit funds of the City, and as attached hereto as “Exhibit A”.

SECTION 2: A certified copy of this resolution shall be sent by the City Clerk via electronic mail to the Bank and to all other institutions having on deposit funds of the City.

SECTION 3: This Resolution shall remain in effect and may be relied upon by the Bank and all other institutions having on deposit funds of the City until notice of its recession by the City Commission has been communicated to such bank and other institutions via electronic mail by the City Clerk.

SECTION 4: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

cl

COPY

Mary K. Kindel

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 1/12/2026

Prepared by: Peter Kunen

Title of Item:

MARTIN COUNTY INTERLOCAL AGREEMENT AMENDMENT FOR RECLAIMED WATER SERVICES (RC):

RESOLUTION No. 03-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR RECLAIMED WATER SERVICE BETWEEN THE CITY OF STUART AND THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart and Martin County entered into an Interlocal Agreement in 2011 to provide reclaimed water for irrigation purposes. While the agreement was mutually beneficial at the time of execution, the circumstances underlying the agreement have changed. Martin County has not received reclaimed water from the City since December 5, 2022, yet the current agreement obligates the County to continue making monthly payments.

The proposed First Amendment introduces a termination-for-convenience provision, allowing either party to terminate the agreement upon ninety (90) days written notice. This amendment reflects current operational realities, removes the obligation to maintain unused reclaimed water capacity, and provides both parties flexibility moving forward. Approval of the amendment is not expected to result in a material fiscal impact to the City.

Funding Source:

N/A

Recommended Action:

Approve the First Amendment to the October 25, 2011 Interlocal Agreement for Reclaimed Water Service between the City of Stuart and the Martin County Board of County Commissioners, authorizing termination for convenience upon ninety (90) days written notice.

ATTACHMENTS:

1. R03-2026 Amendment to the Interlocal Agreement for Reclaimed Water Service
2. Exhibit A_R03-2026_Reclaimed Water ILA
3. 2011_1025_City of Stuart Reclaimed Water Interlocal Agreement



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

RESOLUTION NUMBER 03-2026

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, APPROVING A
FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT FOR RECLAIMED WATER SERVICE
BETWEEN THE CITY OF STUART AND THE
MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS; AUTHORIZING THE MAYOR
TO EXECUTE THE FIRST AMENDMENT;
PROVIDING FOR IMPLEMENTATION; AND
PROVIDING AN EFFECTIVE DATE.**

* * * * *

WHEREAS, on October 25, 2011, the City of Stuart (“City”) and the Martin County Board of County Commissioners (“County”) entered into an Interlocal Agreement for Reclaimed Water Service pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; and

WHEREAS, the Interlocal Agreement provided for the delivery of reclaimed water produced by the City’s wastewater treatment facilities for irrigation purposes within the County’s service area; and

WHEREAS, the existing Interlocal Agreement does not provide a termination-for-convenience provision that reflects current operational and planning conditions; and

WHEREAS, the City and the County desire to amend the Interlocal Agreement to allow termination for convenience upon written notice of ninety (90) days by either party.

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

SECTION 1: The above-referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The City Commission hereby authorizes the Mayor to execute the First Amendment to the Interlocal Agreement for Reclaimed Water Service between the City of Stuart and the Martin County Board of County Commissioners, subject to final review and approval of the City Attorney.

SECTION 3: The City Manager and City staff are authorized to take all actions necessary to implement the terms of the First Amendment.

SECTION 4: This Resolution shall become effective immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

“EXHIBIT A”

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR RECLAIMED
WATER SERVICE WITH MARTIN COUNTY**

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR RECLAIMED WATER SERVICE

THIS FIRST AMENDMENT TO THE OCTOBER 25, 2011 Interlocal Agreement is made this _____ day of _____, 2026, by and between the City of Stuart, a municipal corporation of the State of Florida, (“City”) and the Martin County Board of County Commissioners, a political subdivision of the State of Florida, (“County”).

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended provides that local government units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter an Interlocal Agreement on the terms and conditions set forth in the 1969 Act; and

WHEREAS, the City owns and operates a wastewater treatment facility capable of producing reclaimed water that the term is defined by the Florida Department of Environmental Protection (FDEP) of irrigation quality water (“reclaimed water”) for use on grasses, woodlands, golf courses, residential and common landscaped areas, and other types of approved vegetation; and,

WHEREAS, City and County previously entered into an Interlocal Agreement allowing the County to purchase additional reclaimed water to meet the irrigation capacity needs of its utility service are for the benefit of the region; and,

WHEREAS, the Interlocal Agreement is for term of twenty (20) years ending in January 2032; and,

WHEREAS, the parties desire to amend the Interlocal Agreement to allow for termination for convenience.

NOW, THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

1. Section 6.1 of the October 25, 2011 Interlocal Agreement is amended to read as follows:

Section 6.1 EFFECTIVE DATE AND TERM. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County and shall uninterruptedly continue for a term of 20 years unless renewed by mutual agreement of the Parties, or terminated as provided hereunder. Either Party may terminate this Agreement for either 1) non-payment of services provided, or 2) failure to provide service for reasons other than Force Majeure or other circumstances not within the control of the Party Providing such service. Termination under these circumstances will only be effective if the failure to pay or provide service continues for one hundred twenty (120) days and the terminating party has delivered written notice of termination. Any termination shall be without prejudice to any other

right or remedy. Additionally, either Party may terminate this agreement without cause upon ninety (90) days written notice to the other party. If this Agreement is terminated, each party will be responsible for the decommission of their respective share (ownership component) of the Point of Delivery and Point of Connection.

2. Except as amended herein the remaining terms and conditions of the October 25, 2011 Interlocal Agreement shall remain in full force and effect.
3. This First Amendment shall be filed with the Martin County Clerk of the Circuit Court as required by Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this First Amendment on the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

EYSSE ELDER, COUNTY ATTORNEY

ATTEST:

CITY COMMISSION OF THE
CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

CHRISTOPHER COLLINS, MAYOR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

LEE BAGGETT, CITY ATTORNEY

**INTERLOCAL AGREEMENT
FOR RECLAIMED WATER SERVICE**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement" made and entered into this 25TH day of October 2011, by and between the City of Stuart, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and the Martin County Board of County Commissioners, a political subdivision, of the State of Florida, hereinafter referred to as the "County"

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended provides that local government units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter into an Interlocal Agreement on the terms and conditions set forth in the 1969 Act; and

WHEREAS, the City owns and operates a wastewater treatment facility capable of producing reclaimed water as that term is defined by the Florida Department of Environmental Protection (FDEP) of irrigation quality water (hereinafter referred to as reclaimed water) for use on grasses, woodlands, golf courses, residential and common landscaped areas, and other types of approved vegetation: and,

WHEREAS, the County has a reclaimed water transmission and distribution system that is capable of providing additional reclaimed water to new and existing users: and,

WHEREAS, the County has identified a need to secure additional reclaimed water to meet the irrigation capacity needs of its utility service area for the benefit of the region;

WHEREAS, the Parties agree it is in their mutual best interests and the best

interests of the public and consumers for the Parties for the County to purchase available reclaimed water from the City to further promote the use of alternative water resources for the benefit of the Parties;

WHEREAS, the City and the County desire to enter into this Agreement setting forth the terms and provisions of their agreement for the sale and purchase of reclaimed water to accomplish the purposes set forth above.

NOW, THEREFORE, in consideration of the promises and the payment by each to the other of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

ARTICLE I

RECITALS, SHORT TITLE AND DEFINITIONS

SECTION 1.1 RECITALS. The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

SECTION 1.2 SHORT TITLE. This Agreement to provide for the sale of reclaimed water between the Parties and shall be referred to as the "Agreement".

SECTION 1.3 DEFINITIONS. The terms in this Section, for all purposes of this Agreement and any amendments or other changes thereto, shall have the following meanings unless the context hereof requires otherwise:

"Abnormal Occurrence" shall mean any event that reduces the quantity or quality of the services anticipated to be provided or purchased under this Agreement or which has the potential to result in such service reductions which is of no fault of the provider (e.g., line break, fire demand, etc.).

"Agreement" shall mean this Interlocal Agreement for the sale of reclaimed water by the City to the County.

"Average Daily Flow" or "ADF" shall mean the amount calculated determined by dividing the reclaimed water flow measured by metering at the Point of Delivery, respectively for any period of time divided by the number of days for that period of time corresponding to such quantity of reclaimed water delivered.

"Billing Period" shall mean that period for which the reclaimed water service is delivered by the City to the County, which period will generally average thirty (30) days.

"Bulk Service" shall mean reclaimed water capacity and the corresponding supplemental metered sales of such capacity which is sold by the City to the County.

"Contracted Reclaimed Water Capacity" shall mean the minimum amount of the City's reclaimed water capacity reserved for the County as identified in Exhibit "B".

"Customers" shall mean the respective retail reclaimed water customers of the City and the County.

"Days" shall mean calendar days unless otherwise specified.

"Fiscal Year" shall mean the twelve month period beginning October 1st and ending September 30th.

"Force Majeure" shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

"GPD" shall mean gallons per day.

"Meter" shall mean, unless the context clearly indicates otherwise, the meter installed at the Point of Delivery which is designed to measure the amount of reclaimed water delivered by the City to the County which shall meet the standards prescribed for the accuracy of such devices by the American Water Works Association.

"MGD" shall mean million gallons per day.

"Plant Capacity" shall mean, as to the services contemplated herein, i) as for the Reclaimed Water Production Facilities and the wastewater treatment plant capacity as permitted by the regulatory agencies having jurisdiction which shall be expressed on a million gallon per day basis.

"Point of Delivery" shall mean, as to the reclaimed water service contemplated herein, that point at the outlet side of the reclaimed water meter where the County's Reclaimed Water Transmission System shall be physically connected to the City's Reclaimed Water Transmission System.

"Price Index" shall mean a percentage index adjustment factor used to adjust service rates on an annual basis, which change in rates are not predicated on a cost analysis or rate study, based on the Gross Domestic Price Deflator Index as published annually by the Florida Public Service Commission determined in the prior fiscal year which will be applied uniformly to all service rates for the respective services provided by the Parties.

"Price Index Adjustment" shall mean the specific Price Index factor applied to the Reclaimed Water Service Rates on an annual basis to account for the estimated impact of inflation on the cost of providing Reclaimed Water Services. The adjustment will be applied to the Reclaimed Water Service Rates in effect immediately prior to the application of the Price Index and will be made effective on or about October 1st of each

Fiscal Year.

"Reclaimed Water" shall mean non-potable irrigation quality (IQ) water that meets or exceeds federal, state, and local regulatory requirements for treatment and high level disinfection and to be acceptable for the intended uses when delivered to the County.

"Reclaimed Water Service Rates" shall mean the respective rates charged monthly for Reclaimed Water Service as identified in Exhibit "E".

"Reclaimed Water Transmission System" shall mean those utility facilities, including but not limited to, mains, pipes, pumping stations, meters and appurtenant facilities that are necessary to convey reclaimed water by the City to the Point of Delivery on behalf of the County.

"Supplemental Capacity" shall mean unused and unreserved Plant Capacity in City's reclaimed water system that is available for sale to the County. .

"Supplemental Service Rate" shall mean the respective rate charged monthly for Supplemental Reclaimed Water Service as identified in Exhibit "E".

"Supplemental Reclaimed Water Service" shall mean any reclaimed water delivered by the City to the County in excess of the contracted amount as identified in Exhibit "B" as metered at the Point of Delivery which constitutes the use of Supplemental Capacity identified by the City in its respective Reclaimed Water Facilities.

ARTICLE II

CONDITIONS PRECEDENT

SECTION 2.1 CONDITIONS PRECEDENT. The approval by the respective governing bodies of the jurisdictions of this Reclaimed Water Agreement is a condition precedent

to the effectiveness of this Agreement. Additionally, approval by the South Florida Water Management District ("SFWMD"), Florida Department of Environmental Protection ("FDEP") and any other regulatory authority that may have jurisdiction over the terms and conditions presented herein shall be a condition precedent to the effectiveness of this Agreement.

ARTICLE III UTILITY SERVICE AREA

Section 3.1 RECLAIMED WATER AND SERVICE AREA. In order to provide the ability to adequately plan for reclaimed water capacity needs and the overall provision of reclaimed water, the Parties hereby agree to establish the respective utility service areas whereby each Party has the sole responsibility to provide reclaimed water service to its Customers. The reclaimed water service area for the City and the County as shown on Exhibit "A".

ARTICLE IV CONTRACTED RECLAIMED WATER CAPACITY AND SALES

SECTION 4.1 CONTRACTED RECLAIMED WATER CAPACITY ALLOCATION. The City agrees to provide Contracted Reclaimed Water Capacity from its Reclaimed Water Treatment Facilities to the County in the amounts set forth Exhibit "B". The reservation by the City of such Contracted Reclaimed Water Capacity shall remain permanent and available for the sole use by the County during the term of this Agreement. In no event will the City use the Contracted Reclaimed Water Capacity of the County to meet the City reclaimed water retail and other bulk service area requirements, which would compromise the operational or service area needs of the County. Recognizing this reservation provision, the City may use reserved but unused capacity allocated to the County to meet its short-term reclaimed water service needs; however such use will not be considered as being a dependable source of reclaimed water since the Plant Capacity has been allocated by the City to the County pursuant to

this Agreement for their exclusive use. The County shall have an exclusive right to the use of the Contracted Reclaimed Water Capacity that will be available at all times during the term of Agreement. The City will own and operate all facilities associated with the Plant Capacity and such facilities will continue to be an asset of the City System. The County will have an entitlement to the Contracted Reclaimed Water Capacity but will not be responsible for the operations, maintenance or replacement of such utility plant in service that is owned by the City and necessary to meet the Contracted Reclaimed Water Capacity commitments to the County.

4.1.2 In order to confirm adequate reclaimed water capacity and to aid in future utility planning, the County shall provide to the City an updated estimate of the amount of Contracted Reclaimed Water Capacity desired and the anticipated use of such capacity (expressed in thousands of gallons) annually for the next five years of the capacity commitment during the term of this Agreement. The County shall update these projections each year and the City shall confirm the availability of the requested reclaimed water. The City shall not be obligated to increase the Contracted Reclaimed Water Capacity above that amount as set forth in Exhibit "B". Notwithstanding the above, the County may request to advance the capacity utilization as shown on Exhibit "B" as long as the advance of such capacity does not exceed the maximum Contracted Reclaimed Water Capacity as shown on the exhibit. Nothing in this Agreement will preclude the City from entering into a Bulk Service Agreement with another party, including the County, for the use of available capacity above the amounts used by the City plus the amount reserved by the County pursuant to Exhibit "B".

4.1.3 Notwithstanding any of the provisions contained herein, the City shall not be liable for any damages, direct or consequential, as a result of the inability or failure to provide Reclaimed Water Service pursuant to this Agreement on a temporary, emergency or permanent basis due to Force Majeure or other circumstances not within the control of the City.

4.1.4 The City is named as the permit holder of the reclaimed water facilities required to provide the Contracted Reclaimed Water Capacity as it relates to the operation of such facilities by the SFWMD, FDEP and any other regulatory agency which may have jurisdiction with respect to such facilities. The City, at all times, will operate the facilities in accordance with generally accepted utility operating procedures such that it will not be in violation of State and Federal regulations governing the operation of the facilities with such permit(s) and will at all times renew such permits on a timely basis in accordance with applicable regulations to maintain such permit(s) in an approved active status mode. In the event that the City is not in compliance with the operating permits for all facilities required to provide the Contracted Reclaimed Water Capacity to the County and the City is fined or required to implement capital or operational improvements to such facilities as required by any regulatory agency, the County will not be responsible for such costs, including penalties, and the City will never attempt to recover such costs from the County at any future date as it relates to the Contracted Reclaimed Water Capacity.

4.1.5 As a condition of receiving Reclaimed Water Service, the County shall continuously operate its retail reclaimed water distribution system located in the County's reclaimed water service area in compliance with all FDEP rules and regulations and the rules and regulations of any and all state or federal agencies which regulatory authority over the design, construction and operation of reclaimed water distribution and transmission facilities. The City shall not be liable for any loss of Reclaimed Water Service or for any other damages, either direct or consequential, due to defects in the construction, maintenance, and repair or operation of the County's reclaimed water distribution system.

4.1.6 In the event of any failure, break down, disruption, Abnormal Occurrence, or significant interruption of any of the service, facilities or systems contemplated by and discussed within this Agreement, the Parties shall abide by and provide proper response and notification to each other as soon as practicable under the circumstances

and, as appropriate, to applicable governmental regulatory agencies and Customers.

4.1.7 In the event that the South Florida Water Management District (SFWMD) or other governmental unit (except the City Commission or its equivalent) with just cause and legal authority declares a water shortage, then the City shall have the right to restrict reclaimed service to the County by the same percentage, level and/or manner as the City restricts service to all of its other customers located within the City reclaimed water service area.

SECTION 4.2 RECLAIMED WATER POINT OF DELIVERY. In partial consideration of this Interlocal Agreement, the City will design, construct, own, and operate the Point of Delivery improvements necessary to provide and meter the Supplemental Reclaimed Water Service for the benefit of the County which shall include, but not limited to, meter vault, isolation valves, by-pass, reclaimed water meter, telemetry and other necessary appurtenances for the purposes of determining the amount of Supplemental Reclaimed Water Service being provided to the County by the City pursuant to this Agreement. The location of the Point of Delivery is shown on Exhibit "C". The City will also design, permit, and construct the reclaimed water transmission main from the Point of Delivery to the existing County reclaimed water transmission main as shown on Exhibit "D".

The design and specifications contemplated by this section for the reclaimed water Point of Delivery are subject to the approval of both Parties, which will not be unreasonably delayed or withheld, and both Parties reserve the right to inspect the construction of the facilities contemplated by this section as such construction progresses. The City shall be responsible for the cost of the construction of the reclaimed water transmission main as shown on Exhibit "D"; and shall transfer the ownership of such facilities to the County by Bill of Sale Absolute; and upon acceptance by the County, the City will no longer be liable for any costs associated with the construction of such facilities.

SECTION 4.3 METERING OF RECLAIMED WATER SERVICE.

4.3.1 All Reclaimed Water Service delivered to the County under this Agreement shall be measured by meter equipment of standard manufacture located at the Point of Delivery. The City will be responsible for the metering of service and the reading of such meter will be at the City's expense.

4.3.2 The quantity of Reclaimed Water Service delivered to the County shall be in accordance with the quantity identified in Exhibit "B" and the County agrees to pay for this quantity. All supplemental Reclaimed Water Service above the quantity identified in Exhibit "B" shall be determined predicated on meter readings calculated based on the monthly total for the Contracted Reclaimed Water Capacity and any difference in quantity registered from the previous meter reading and the quantity registered from the said meter reading above the Contracted Reclaimed Water Capacity being made by the City. The County shall have access to the meter at all times for the purpose of reading the meter.

4.3.3 The City will attempt to read the meter on or about the last day of each calendar month in order to have a Billing Period of approximately thirty (30) days, recognizing holidays, weekends, and Force Majeure incidents that may affect the timing of such meter readings. The City meter will serve as the basis for the determination of Supplemental Reclaimed Water Service delivered at the Point of Delivery for the evaluation of Plant Capacity utilization and commodity service billing purposes.

4.3.4 The City agrees that all reclaimed water metering facilities contemplated by this Agreement will be tested, certified, and calibrated at least once annually by a state certified testing expert which will be a cost of the City borne by all Customers of the City. It shall be the responsibility of the City to pay all costs associated with the repair and maintenance, testing and calibration, and replacement of the meter as contemplated herein. At the request of the County, the City shall provide the County with a certified copy of the annual meter calibration report of the Reclaimed Water

Service meter located at the Point of Delivery within fourteen (14) days of receiving said request.

Should the annual calibration result find the meter inaccurate, the City will, within 48 hours repair or replace the meter so that accurate flow measurement can be continued. For purposes of billing any charges based on the metered flow, the amount billed during the period that the meter was determined to be inaccurate will be based on the average billed monthly reclaimed water sales to the County for the immediately preceding twelve months during which the meter was determined by the Parties to be accurate. If significant conditions exist which would cause this calculation to be unreasonable (emergency reclaimed water use due to a major reclaimed water line break or other Force Majeure incident), the Parties will mutually agree to otherwise adjust the amount of Supplemental Reclaimed Water Service usage for Plant Capacity utilization and billing purposes.

SECTION 4.4 SUPPLEMENTAL RECLAIMED WATER SERVICE.

4.4.1 The City agrees to provide Supplemental Capacity from its Reclaimed Water Treatment Facilities to the County in excess of the amounts set forth Exhibit "B" should it be available. Nothing in this Agreement shall restrict the City from providing Reclaimed Water Service to Third Parties so long as the Contracted Reclaimed Water Service is reserved by the City for Martin County.

SECTION 4.5 RECLAIMED WATER QUALITY AND PRESSURE.

4.5.1 The City will deliver reclaimed water to the Point of Delivery which meets all reclaimed water standards set forth by the rules and regulations of the Florida Department of Environmental Protection and the United States Environmental Protection Agency applicable to the reclaimed water, as may be amended from time to time.

4.5.2 The City shall maintain and deliver the Reclaimed Water Service at a minimum pressure of not less than 77 pounds per square inch up to the Point of Delivery.

4.5.3 The City shall have no responsibility for the reclaimed water quality or pressure of the Reclaimed Water Service once such reclaimed water passes through the Point of Delivery into the County system and becomes the ownership and responsibility of the County, unless the quality or pressure problem existed at the City's side of the Point of Delivery prior to the change in ownership of such Supplemental Reclaimed Water.

SECTION 4.6 EASEMENTS. Each Party shall provide such easements as are reasonably necessary for the construction, operation and maintenance of the transmission mains, Points of Delivery, meters, distribution systems and any other facilities and other necessary appurtenances required for the delivery of Supplemental Reclaimed Water Service from the City to the County.

ARTICLE V

SUPPLEMENTAL RECLAIMED WATER SERVICE RATES

SECTION 5.1 SUPPLEMENTAL RECLAIMED WATER SERVICE RATES.

5.1.1 The County will be responsible for the payment of all charges associated with the monthly use of the City's Contracted Reclaimed Water Capacity and the associated Supplemental Reclaimed Water Service received by the County. As discussed in this Agreement, all Supplemental Reclaimed Water Service will be metered at the Point of Delivery. The rates for service as billed by the City will be fair and reasonable and reflect the direct cost of providing Supplemental Reclaimed Water Service as determined in accordance with the formula shown on Exhibit "E". As agreed by the Parties, the rates to be billed for Supplemental Reclaimed Water Service shall reflect a commodity-only rate structure and the City shall not bill any capacity reservation charge associated with the amount of Contracted Reclaimed Water Capacity reserved by the

County nor shall a base or fixed rate service charge be included as a rate structure component and applied to any Supplemental Reclaimed Water Service that may be provided by the City to the County.

5.1.2 The initial reclaimed water Supplemental Service Rate, expressed as a rate per 1,000 gallons of billed Supplemental Reclaimed Water Service, is shown on Exhibit "E" and was based on a formula agreed to by the Parties and was prepared by the City. Such rate shall remain in effect through the end of the Fiscal Year 2012. Beginning on October 1st of each Fiscal Year subsequent to the Fiscal Year 2012 and absent a formal review of the reclaimed water Supplemental Service Rate as provided in this Agreement, the City will be allowed to adjust the reclaimed water Supplemental Service Rate by the application of the Price Index Adjustment as defined in this Agreement. The City must notify the County not less than sixty (60) days in advance of the change in the reclaimed water Supplemental Service Rate as a result of the application of the Price Index Adjustment. In no event shall the Price Index Adjustment percentage be different between the Parties for service delineated in this Agreement as it relates to the adjustment of rates pursuant to the application of such index. The Supplemental Reclaimed Water Service Rate will be expressed on a "per thousand gallons of metered reclaimed water as delivered to the Point of Delivery" basis and will always be rounded to the nearest cent for billing and rate calculation purposes. In no event shall the City change the fee structure or rate application methodology during the term of this Agreement unless mutually agreed by the City.

ARTICLE VI

TERM AND MISCELLANEOUS PROVISIONS

SECTION 6.1 EFFECTIVE DATE AND TERM. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County and shall uninterrupted continue for a term of 20 years unless renewed by

mutual agreement of the Parties, or terminated as provided hereunder. Either Party may terminate this Agreement for either 1) non-payment of services provided, or 2) failure to provide service for reasons other than Force Majeure or other circumstances not within the control of the Party providing such service. Termination under these circumstances will only be effective if the failure to pay or provide service continues for one hundred twenty days and the terminating party has delivered written notice of termination. Any termination shall be without prejudice to any other right or remedy. Additionally, either Party may terminate this agreement without cause upon 5 years written notice to the other Party. If this Agreement is terminated, each party will be responsible for the decommissioning of their respective share (ownership component) of the Point of Delivery and Point of Connection.

SECTION 6.2 EXCUSE FROM PERFORMANCE.

6.2.1 If either Party is delayed from or prevented from performing any act required to be performed hereunder, and such prevention or delay is caused by force majeure not within the control of such Party raising this defense to performance, the performance of such act shall be excused for a period equal to the period of prevention or delay.

6.2.2 If for any reason during the term of this Agreement, other than the fault of the Party raising this defense, any federal, state or local authorities or agencies fail to issue necessary permits, grant necessary approval or require any change in the operation of the plant, transmission mains, meters, and distribution systems, then, to the extent such governmental acts shall affect the ability of a party to perform any of the terms of this Agreement, in whole or in part, then the affected Party shall be excused from performance thereof and shall have the right to terminate this Agreement unless a new agreement shall be negotiated, to the mutual satisfaction of the Parties hereto in conformity with such permits, approval or requirements.

SECTION 6.3. NOTICE. All notices, demands, requests, or other communications by either Party under this Agreement shall be in writing and shall be sent by (a) first class,

U.S. certified mail, return receipt requested, with postage prepaid, or (b) by overnight delivery service or courier, or (c) by facsimile, with receipt confirmed as follows:

City of Stuart:

City Manager
City of Stuart
121 SW Flagler Ave.
Stuart, Florida 34994

Required Copy to:

City Attorney
City of Stuart
121 SW Flagler Ave.
Stuart, Florida 34994

Required Copy to:

Public Works Director
City of Stuart
121 SW Flagler Ave.
Stuart, Florida 34994

Martin County:

County Administrator
Martin County
2401 SE Monterey Road
Stuart, Florida 34996

Required Copy to:

County Attorney
Martin County
2401 SE Monterey Road
Stuart, Florida 34994

Required Copy to:

Utilities and Solid Waste Director
Martin County
PO Box 9000
Stuart, Florida 34994

The use of electronic means of notification (e-mail) will not be considered as a method of providing notice for the purposes of this Agreement. Any Party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed. Each Party to this Agreement shall have a continuing duty to promptly notify the other party of any change to any of this information.

Each of the Parties to this Agreement agree that at anytime after the execution hereof, they will, on request of the other Party, execute and deliver other documents and further

assurances as may reasonably be required by such other Party in order to carry out the intent of this Agreement to the persons as designated above.

SECTION 6.4. INDEMNIFICATION. Each party shall be liable for its own actions and negligence. To the extent permitted by law, the City shall indemnify, and hold harmless the County against any actions, claims, or damages arising out of the City's negligence in connection with this Interlocal Agreement, and the County shall indemnify, defend and hold harmless the City against any actions, claims, or damages arising out of the County's negligence in connection with this Interlocal Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by either Party to indemnify the other Party for such other Party's negligent, willful, or intentional acts or omissions.

SECTION 6.5 NO PARTNERSHIP. It is not the purpose or the intention of this Agreement to create, and this Agreement shall not be construed as creating a joint venture, partnership, or other relationship whereby either Party hereto would be liable for the omissions, commissions, or performance of the other Party hereto.

SECTION 6.6 WAIVER. The failure of any Party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No failure or delay of either Party in the exercise of any right or remedy given to such party hereunder, or the waiver by a party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right or remedy has expired) shall constitute a waiver of any other right or remedy, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or of any other right or remedy. No

waiver by either party of any breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

SECTION 6.7 DISPUTE RESOLUTION.

6.7.1 The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section 6.7 prior to filing suit against the other Party. Any Party may initiate the dispute resolution process by providing written notice to the other Party. This Section 6.7 is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

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

6.7.3 In any dispute, each Party shall pay the fees, charges, and expenses of its own counsel, experts and witnesses.

6.7.4 The terms of this Section shall survive termination or expiration of this Agreement.

SECTION 6.8 DEFAULT In the event either of the parties default under any of the terms or provisions of this Agreement and such default is not otherwise excused herein, the parties may pursue the dispute resolution process set forth in section 6.7, and, after

said process is complete, avail themselves of any rights or remedies available under applicable law. Notwithstanding the commission of an act of default by either party under any of the terms or provisions of this Agreement, the other party shall not be relieved from their obligations under the terms of this Agreement to provide, receive or pay for timely and sufficient reclaimed water service in accordance with the provisions of this Agreement, unless said default leads to termination as described in Section 6.1. The parties shall not be assumed to have waived any default by the continuation of payment or the provision of said service. The parties acknowledge that this Agreement may not be terminated except as provided in Section 6.1.

SECTION 6.9 ENTIRE AGREEMENT; AMENDMENT. This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by and on behalf of the party to be charged. All prior statements, understandings, commitments, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone, fully and completely, expresses the agreement between the parties in connection with this transaction, and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement. This Agreement shall be given fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to the aid of canons requiring construction against the party drafting this Agreement.

SECTION 6.10 GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida without reference to the principles of conflict of law. Proper venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Martin County, Florida.

SECTION 6.11 SEVERABILITY. If any provision of this Agreement shall be deemed unenforceable or invalid by a court of competent jurisdiction, the same shall not affect the remaining provisions of this Agreement, to the end that the provisions of this Agreement are intended to be and shall be separable. Notwithstanding the foregoing sentence, if (i) any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid in whole or in part, (ii) such unenforceability or invalidity alters the substance of this Agreement, taken as a whole, so as to deny either Party, in a material way, the realization of the intended benefit of its bargain, such Party may terminate this Agreement within thirty (30) days after the final determination by notice to the other. If such party so elects to terminate this Agreement, this Agreement shall terminate, and neither Party shall have any further rights, obligations or liabilities hereunder.

SECTION 6.12 FURTHER ASSURANCE. The Parties hereto shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by any Party hereto.

SECTION 6.13 HEADINGS. Captioned headings of this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.

SECTION 6.14 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same agreement. It shall not be necessary for the same counterpart of this Agreement to be executed by all the parties hereto.

SECTION 6.15 ASSIGNMENT. This Agreement is solely for the benefit of and shall be binding upon the formal Parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement for an authorized successor or assignee thereof. Neither the County nor the City shall assign or otherwise transfer this Agreement or any duty or obligation within this Agreement without the express, written permission of the other Party, which permission shall not be unreasonably withheld. Any unauthorized attempt shall be void ab initio.

SECTION 6.16 FORCE MAJEURE. Neither Party shall be liable or responsible to the other by reason of the failure or inability to take any action required herein or for any injury which is caused directly or indirectly by force majeure as hereinafter set forth. The term "force majeure" as employed in this Agreement shall mean Acts of God, strikes, lock-outs, or other industrial disturbance, acts of public enemies, war national emergency, blockades, riots, acts of armed forces, racial or civil rights disorder or demonstration, militia or public authority epidemics, breakdown of or damage to machinery, pumps or pipe lines; any interruption of service by any public utility company; landslides, earthquakes, fires, storms, lightning, floods, tidal waves, fire explosions, other explosions, bomb detonation, nuclear explosion or fallout, windstorm, hurricane, sinkholes, washouts or other catastrophe, casualty or disaster; arrests, title disputes, or other litigation; unforeseeable failure or breakdown of treatment, pumping, transmission, distribution or any other utility facility; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to embargo, allocation, future rules, regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of the Party and which by exercise of due diligence the Party is unable to overcome.

SECTION 6.17 OTHER MISCELLANEOUS PROVISIONS.

6.17.1 The design, permitting and construction of the reclaimed water facilities as contemplated by this Agreement must result in a system of service delivery and operation which is uninterrupted by separation of normally contiguous structures, division of property rights, or any other conditions which may render the system physically, legally, or financially inoperable by normally accepted utility industry standards, or applicable rules or regulations.

6.17.2 The Parties hereby acknowledge and agree to cooperate and to work together to resolve any dispute between them including, but not limited to, mandatory mediation to resolve such disagreement prior to either party initiating litigation. If, after sixty (60) days' notice of a disagreement or dispute, such disagreement or dispute remains unresolved, then the Party may request resolution by court of competent jurisdiction. In the event of such litigation, the non-prevailing Party shall pay the costs of the prevailing Party, including its reasonable attorneys' fees and paralegal fees incurred in connection therewith, through and including all other expenses and the cost of any appeals in appellate courts related thereto. The first two sentences of this subsection shall not apply if a party prevails in obtaining injunctive relief against the other Party

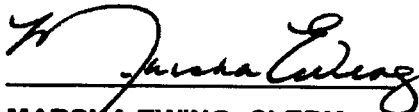
6.17.3 This Agreement shall not be deemed to confer the favor of any third parties or any rights whatsoever as third-party beneficiaries. The Parties hereto intend by the provisions hereof to confer no such benefits or status.

6.17.4 This Agreement and the performance of the Parties hereunder are, in addition to the other provisions herein, subject to and conditioned upon the approval of this Agreement by any agency having regulatory, construction or operational jurisdiction over the subject matter hereof. To the reasonable extent of their responsibilities under this Agreement, the Parties shall cooperate to obtain such approvals and/or permissions.

6.17.5 Provided the Parties are in compliance with the provisions of this Agreement and not in default hereunder, this Agreement shall be binding upon and shall inure to the benefit of the City and the County and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF Martin County and the City of Stuart and have caused this Agreement to be duly executed and entered on the date first written above.

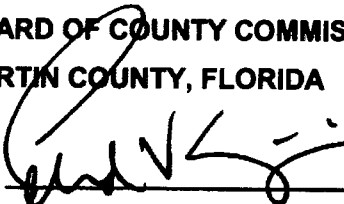
ATTEST:


MARSHA EWING, CLERK

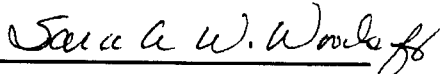
COUNTY:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:


EDWARD V. CIAMPI, Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
STEPHEN FRY, County Attorney

CITY COMMISSION OF THE
CITY OF STUART, FLORIDA

ATTEST:

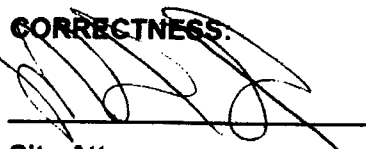

City Clerk

BY:


MAYOR

Date: 1-5-12

APPROVED AS TO FORM AND
CORRECTNESS:


City Attorney

22



EXHIBIT "A"

WATER, WASTEWATER, AND RECLAIMED SERVICE AREA BOUNDARY MAP

Exhibit A

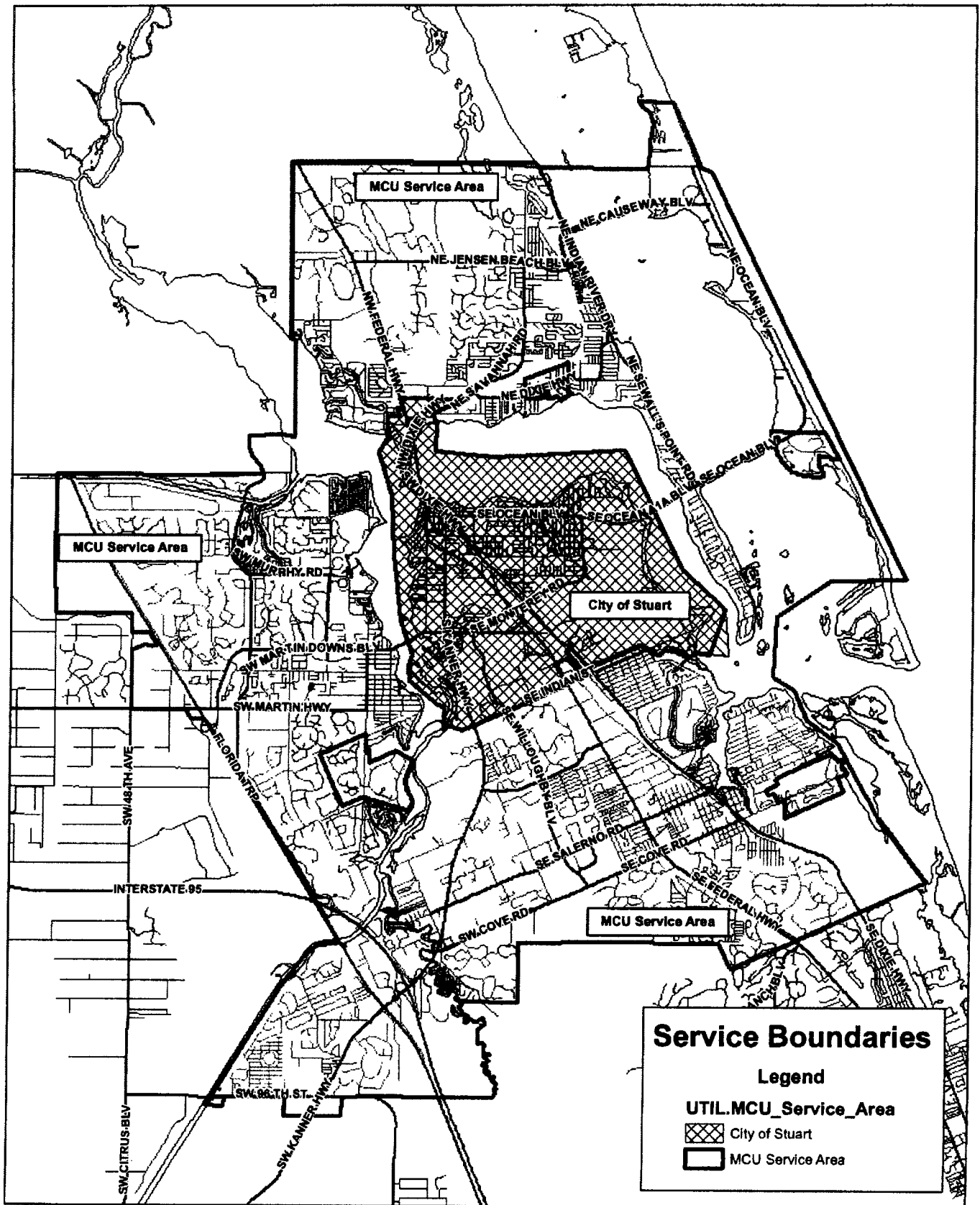


EXHIBIT "B"
SUPPLEMENTAL RECLAIMED WATER CAPACITY RESERVATIONS

EXHIBIT B

RECLAIMED WATER CAPACITY RESERVATIONS

City of Stuart Reclaimed Water Capacity Reservation

Year	Average Daily Flow	Maximum Monthly Flow
2011	375,000	11,625,000
2012	375,000	11,625,000
2013	375,000	11,625,000
2014	375,000	11,625,000
2015	375,000	11,625,000
2016	375,000	11,625,000
2016	375,000	11,625,000
2017	375,000	11,625,000
2018	375,000	11,625,000
2019	375,000	11,625,000
2020	375,000	11,625,000
2021	375,000	11,625,000
2022	375,000	11,625,000
2023	375,000	11,625,000
2024	375,000	11,625,000
2025	375,000	11,625,000
2026	375,000	11,625,000
2027	375,000	11,625,000
2028	375,000	11,625,000
2029	375,000	11,625,000
2030	375,000	11,625,000
2031	375,000	11,625,000

EXHIBIT "C"
POINT OF DELIVERY MAP

EXHIBIT "C"
POINT OF DELIVERY MAP

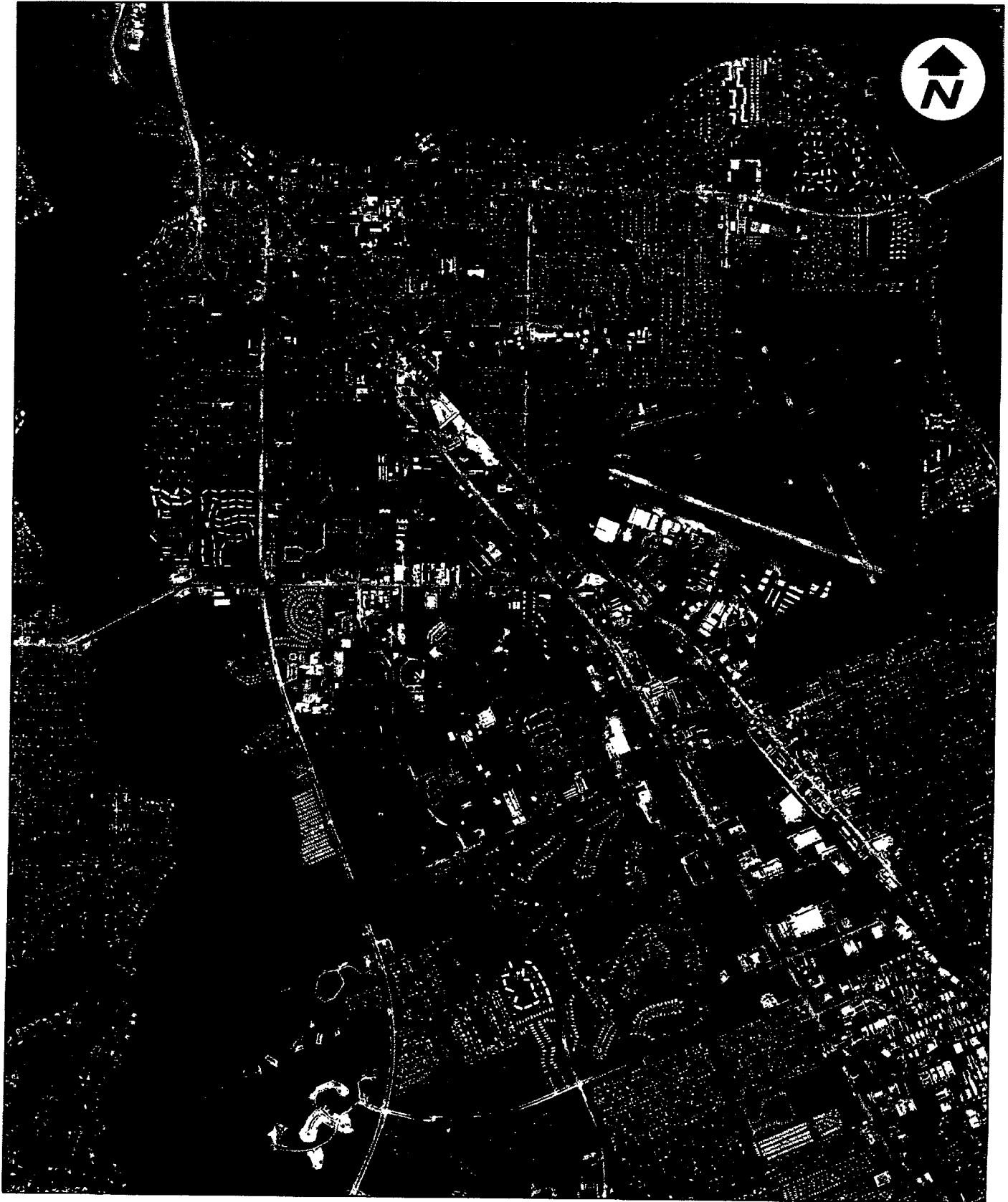


EXHIBIT "D"

TRANSMISSION MAIN DEDICATED TO MARTIN COUNTY

EXHIBIT "D"
TRANSMISSION MAIN DEDICATED TO MARTIN COUNTY

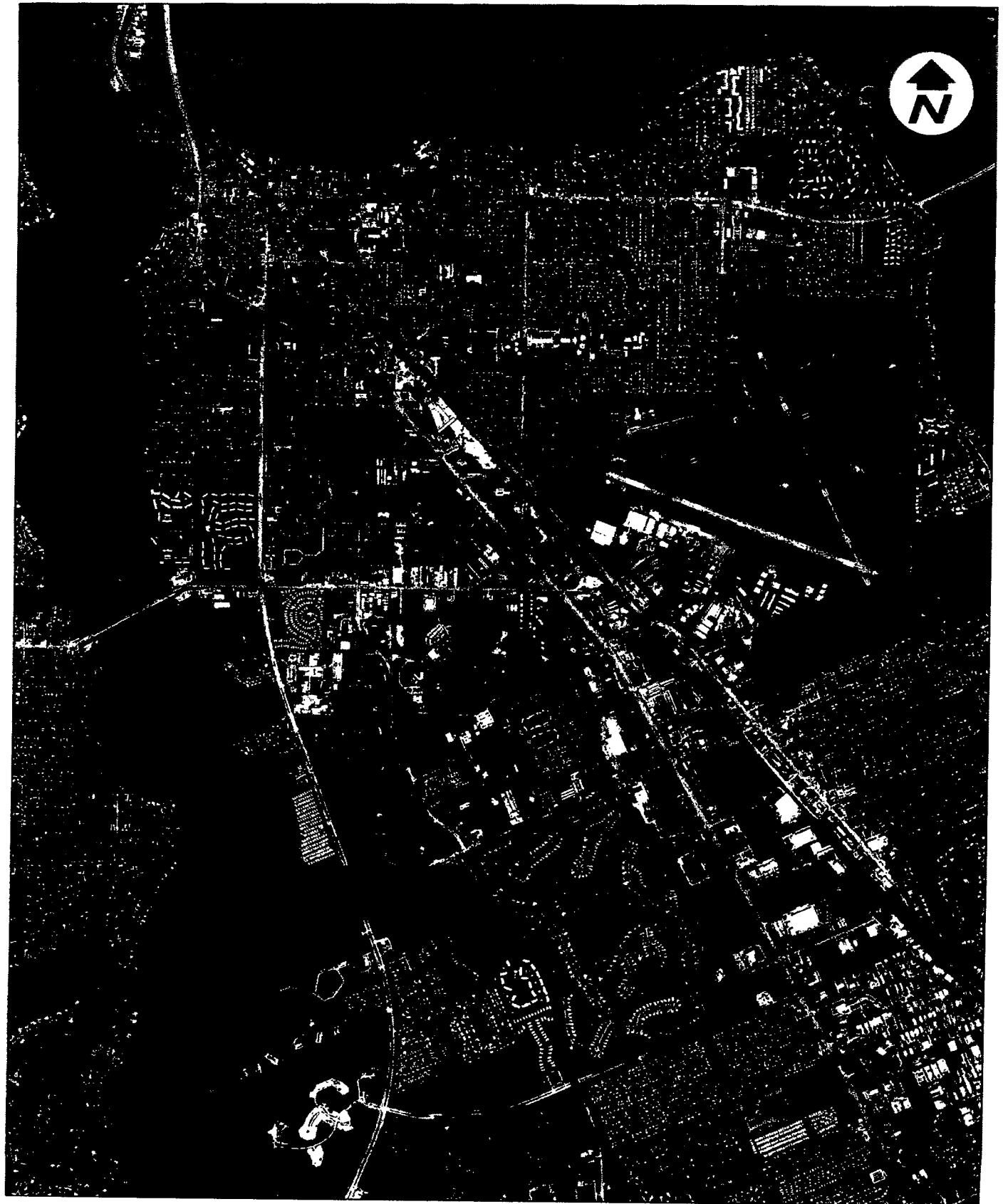


EXHIBIT "E"

**RATE FORMULA AND INITIAL RATE FOR
SUPPLEMENTAL RECLAIMED WATER SERVICE**

EXHIBIT "E"

RATE FORMULA AND INITIAL RATE FOR RECLAIMED WATER SERVICE

Section 1. The rate for Reclaimed Water Service charged by the City to the County shall be based on the following formula:

$$R = FC + RC + VC$$

R (Rate) = The monthly rate for Reclaimed Water Service expressed on a per 1,000 gallon basis. The rate shall be rounded to the nearest cent.

FC (Facility Costs) = \$0.29

Amount based on the actual costs incurred by the City to construct the reclaimed water facilities. Such costs include annual principal and interest payments on loan proceeds and principal reimbursements to the utility fund.

RC (Replacement Costs) = \$0.06

Amount based on the initial capital investment in reclaimed water facilities which are estimated to be maintained and/or replaced over an average of thirty-two (32) years.

VC (Variable Costs) = VE/S

VE = The variable expenses associated with producing and distributing reclaimed water, including, but not limited to, electricity costs for pumping and chemical costs.

S = The annual reclaimed water of the total system available for sale.

This amount will vary over time. As of the date of this agreement VC = \$0.05.

Section 2. The initial rate for Reclaimed Water Service shall be \$0.40 per 1,000 gallons as metered at the Point of Delivery and shall become effective October 1, 2011. The total monthly charges are equal to the greater of:

- a. "Contracted Reclaimed Water Capacity" times the Rate (R); or
- b. "Metered Reclaimed Water" at the Point of Delivery times the Rate (R).

Section 3. Notwithstanding the above, the Rate (R) for Reclaimed Water Service shall be indexed annually by the Price Index Adjustment as provided in this Agreement.

The "Price Index Adjustment" shall mean the specific Price Index factor applied to the Rate on an annual basis to account for the estimated impact of inflation on the cost of providing Reclaimed Water Services. The adjustment will be applied to the Rate in effect immediately prior to the application of the Price Index and will be made effective on or about October 1st of each Fiscal Year. The "Price Index" shall mean a percentage index adjustment factor used to adjust service rates on an annual basis based on the Gross Domestic Price Deflator Index as published annually by the Florida Public Service Commission determined in the prior fiscal year which will be applied uniformly to all service rates for the respective services provided by the Parties.

The Parties shall review the Rate for Reclaimed Water Service in accordance with the above referenced formula every five (5) years from the anniversary date of this Agreement; in the interim nothing herein will prohibit the Parties from reviewing the Rate in accordance with the formula above as mutually agreed by the Parties. Any rate adjustment to be implemented by the Parties shall become effective October 1st of each Fiscal Year.

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

Meeting Date: 1/12/2026

Prepared by: Mary Kindel

Title of Item:

RATIFICATION OF LPA ADVISORY BOARD MEMBERS (RC):

RESOLUTION No. 05-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENTS OF TWO LOCAL PLANNING AGENCY BOARD MEMBERS, FULFILLING VACANCIES ON THE BOARD FOR THE 2026 TERM YEAR, EXPIRING ON DECEMBER 31, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The ratification of appointments of Advisory Board Members for the 2026 calendar year took place during the December 8, 2025 Regular City Commission Meeting. At that time, one LPA board member seat remained vacant and one is being replaced.

Commissioner Rich requests the appointment of Mr. Clay Scherer and Vice Mayor Reed requests the appointment of Mr. Johnny Cealmov to the LPA.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 05-2026.

ATTACHMENTS:

1. R05-2026 LPA Advisory Board Members Ratification
2. R05-2026 Board Application - Clay Scherer
3. R05-2026 Board Application - Johnny Cealmov



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

RESOLUTION NUMBER 05-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENTS OF TWO LOCAL PLANNING AGENCY BOARD MEMBERS, FULFILLING VACANCIES ON THE BOARD FOR THE 2026 TERM YEAR, EXPIRING ON DECEMBER 31, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, City of Stuart recognizes the importance of maintaining an effective and engaged Local Planning Agency (LPA) Advisory Board to guide thoughtful, well-managed growth that preserves the character of our community. Appointments of the seven (7) board members shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is ratified by the Commission as a whole, and

WHEREAS, Commissioner liaison, Campbell Rich recommends Mr. Clay Scherer to serve as his appointment to fulfill the identified LPA vacancy; and

WHEREAS, Commissioner liaison, Sean Reed, has recommended a new appointment to the LPA Board, which serves as a replacement for the individual selected at the City's reorganization meeting on December 8, 2025, in accordance with their vote; and

WHEREAS, the Commission wishes to ratify the appointments of both new LPA Board members for the term ending December 31, 2026, ensuring a fully functioning board to continue to serve the needs of the City and its residents.

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

SECTION 1: The City Commission hereby appoints Clay Scherer and Johnny Cealmov to the Local Planning Agency Board.

SECTION 2: The City Clerk shall notify and provide the appointee information regarding the current provisions of the Florida Government-in-the-Sunshine and Code of Ethics for Public Officers and employees statute laws.

SECTION 3: This Resolution shall take effect upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 12th day of January, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Advisory Board Application

Advisory Board Application

The City of Stuart recognizes that citizen participation is vital to a customer-oriented government. The City also recognizes the unique contributions made by volunteers and encourages involvement in the policy-making process through service as an Advisory Board Member.

Date	12/17/2024
Full Name	Clay Scherer
Home Phone	4044067324
Cell Phone	4044067324
E-Mail	clayscherer@yahoo.com
Home Address, City, Zip	200 SE Four Winds Dr., Apt 212
How Long? Years & Months.	6 months
Current Employer/Occupation	Rollins Inc., Manager/Executive
Business Address	2170 Piedmont Rd. NE, Atlanta, GA 30324
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	Please see attached cv
If applicable, attach resume here.	Scherer_CV_2024_Dec.docx

Membership in Community Organizations or Professional Groups	I have had a life long interest in community service. Please see attached cv.
--	---

List Former Advisory Board(s) Affiliations	None for City of Stuart
--	-------------------------

Why do you wish to serve on the board(s) indicated?	Mostly because I care about Stuart. My family moved here in 1968 and I was born and raised here. I am a proud graduate of JD Parker Elementary, Stuart Middle School, and Martin County High School. I would like to participate in the direction of our community. Perhaps my experience or skill can be useful to the boards. I have time and the commitment and hope that I can contribute.
---	--

Are you currently a registered voter in Martin County?	Yes
--	-----

Are you part of a protected class that requires your personal information be redacted from public view?	No
---	----

(Section Break)

The following criteria will be verified by the City upon appointment

1. Members must be current residents of the city of Stuart or be property owners of real estate within the City limits.
2. Members shall be over the age of 18.
3. Member shall be appointed to fill specific one-year terms of board membership.
4. Not been convicted of a felony.

Do you meet all the requirements above?	Yes
---	-----

Please identify by placing a check mark on the board(s) of your choice: Community Redevelopment Board, East Stuart Historical Advisory Committee

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Please select which applies to you:

Gender Male

Race Caucasian

Disability Not Known

NOTE:

Board Members that belong to the Community Redevelopment Board (CRB), Local Planning Agency (LPA), and Board of Adjustment (BOA) are required to complete an annual Financial Disclosure Form reporting to Florida Commission on Ethics. In addition, a background check will be processed prior to final appointment.

OTHER

APPLICATIONS WILL REMAIN ACTIVE FOR ONE YEAR FROM DATE OF RECEIPT.

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

Applications may be submitted via e-mail, regular mail, or in person:

City of Stuart, Attention: City Clerk's Office
121 SW Flagler Avenue, Stuart, FL 34994
Phone: (772) 288-5304 Website: www.cityofstuart.fl.us

Advisory Board Application

Advisory Board Application

The City of Stuart recognizes that citizen participation is vital to a customer-oriented government. The City also recognizes the unique contributions made by volunteers and encourages involvement in the policy-making process through service as an Advisory Board Member.

Date	11/6/2025
Full Name	Johnny Cealmov
Home Phone	267-408-6207
Cell Phone	267-408-6207
E-Mail	jcealmov@gmail.com
Home Address, City, Zip	216 SE Martin Avenue Stuart FL 34996
How long have you resided in the City of Stuart? Years & Months	11 years
Current Employer/Occupation	Independently retired
Business Address	<i>Field not completed.</i>
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	Catholic High school Diploma. Some college. Was self employed for over 20 years until I retired. Ran three successful businesses "telecommunications, auto mechanic/body shop, and real estate owner/landlord"
If applicable, attach resume here.	<i>Field not completed.</i>
Membership in Community Organizations or Professional Groups	Was Vice President of Imperial Apartments HOA

List Former Advisory Board(s) Affiliations	Field not completed.
--	----------------------

Why do you wish to serve on the board(s) indicated?	Would love the opportunity to give back and serve my community.
---	---

Are you currently a registered voter in Martin County?	Yes
--	-----

Are you part of a protected class that requires your personal information be redacted from public view?	No
---	----

(Section Break)

The following criteria will be verified by the City upon appointment

1. Members must be current residents of the City of Stuart or be property owners of real estate within the City limits for at least 12 consecutive months immediately preceding the appointment.
2. Members shall be over the age of 18.
3. Member shall be appointed to fill specific one-year terms of board membership.
4. Not been convicted of a felony.

Do you meet all the requirements above?	Yes
---	-----

Please identify by placing a check mark on the board(s) of your choice:	Community Redevelopment Board
---	-------------------------------

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Please select which applies to you:

Gender	Male
Race	Caucasian
Disability	Not Known

NOTE:

Board Members that belong to the Community Redevelopment Board (CRB), and Local Planning Agency (LPA) are required to complete an annual Financial Disclosure Form reporting to Florida Commission on Ethics. In addition, a background check will be processed prior to final appointment.

OTHER

APPLICATIONS WILL REMAIN ACTIVE FOR ONE YEAR FROM DATE OF RECEIPT.

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

Applications may be submitted via e-mail, regular mail, or in person:

City of Stuart, Attention: City Clerk's Office
121 SW Flagler Avenue, Stuart, FL 34994
Phone: (772) 288-5304
Website: www.stuartfl.gov

Email not displaying correctly? [View it in your browser.](#)

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

Meeting Date: 1/12/2026

Prepared by: Ruth Holmes

Title of Item:

REQUEST FOR SUPPORT IDENTIFYING PROJECTS FOR WATER RESOURCES DEVELOPMENT ACT 2026 (RC):

RESOLUTION No. 02-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A REQUEST FOR SUPPORT TO CONGRESSMAN BRIAN MAST, SENATOR RICK SCOTT, AND SENATOR ASHLEY MOODY FOR LANGUAGE RELATED TO CERTAIN FEDERAL WATER RESOURCE PROJECTS, THROUGH THE WATER RESOURCES DEVELOPMENT ACT, THAT WILL IMPROVE THE WATER QUALITY AND HEALTH OF THE ST. LUCIE RIVER AND ESTUARY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Requesting the Congressional delegation support St. Lucie River and Estuary water resource projects, including but not limited to, muck dredging, ensuring the C-44 reservoir and its Stormwater Treatment Area (STA) and the C-23-24 reservoir, and any other project or initiatives designed to end the Lake Okeechobee discharges, through the 2026 Water Resources Development Act legislation.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 02-2026

ATTACHMENTS:

1. R02-2026 Water Resources Development Act Request



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

RESOLUTION NUMBER 02-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A REQUEST FOR SUPPORT TO CONGRESSMAN BRIAN MAST, SENATOR RICK SCOTT, AND SENATOR ASHLEY MOODY FOR LANGUAGE RELATED TO CERTAIN FEDERAL WATER RESOURCE PROJECTS, THROUGH THE WATER RESOURCES DEVELOPMENT ACT, THAT WILL IMPROVE THE WATER QUALITY AND HEALTH OF THE ST. LUCIE RIVER AND ESTUARY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Water Resources Development Act (WRDA) is federal legislation authorizing various projects, studies and other activities undertaken by the Army Corps of Engineers designed to improve the rivers and harbors of the United States; and

WHEREAS, WRDA is generally considered every two years by the U.S. Congress. The last WRDA bill was passed in 2024; and

WHEREAS, The U.S. House of Representatives' Transportations and Infrastructure Committee (T&I Committee) introduces their version of WRDA. The Senate Environment and Public Works Committee (EPW) also introduces their version of WRDA. Members of the T&I and EPW Committee offer amendments, negotiate, and finalize their respective bills for eventual final negotiation between the House and Senate; and

WHEREAS, During his tenure as U.S. representative for Florida's 18th and 21st congressional districts, Congressman Brian Mast has been a member of the T&I Committee and in that role he has persistently advocated for projects and initiatives that would end polluted nutrient rich discharges from Lake Okeechobee and other major sources to the St. Lucie River and supported other initiatives designed to improve water quality within the St. Lucie River and Estuary; and

WHEREAS, Senator Rick Scott has also participated actively in the development of WRDA bills, including to advance a variety of Everglades related projects and programs, while Senator Ashley Moody has indicated a strong interest in supporting Everglades restoration now that she is in the Senate.

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

SECTION 1: The City Commission hereby approves the submission a request to Congressman Brian Mast and Senators Scott and Moody recognizing their past advocacy for regional water quality initiatives to improve the quality of water within the St. Lucie River and Estuary and requesting that they continue support for certain water resources projects, including but not limited to, muck dredging, ensuring the C-44 reservoir and its Stormwater Treatment Area (STA) and the C-23-24 reservoir, and any other project or initiatives designed to end the Lake Okeechobee discharges; a draft of the letter is attached hereto as “Exhibit A”.

SECTION 2: The final letter shall be signed by the Mayor, or his designee, and thereafter sent to Congressman Mast and Senators Scott and Moody with copies to the U.S. Army Corps of Engineers’ (the ACOE) Chief Engineer, ACOE’s Colonel Brandon L. Bowman and Major Corey J. Bell, and other federal recipients as determined appropriate by the City’s Environmental Attorney.

SECTION 3: This resolution shall take effect upon adoption.

(The remainder of this page is left intentionally blank)

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 1/12/2026

Prepared by: Pinal Gandhi-Savdas

Title of Item:

AUTHORIZATION TO APPLY FOR U.S. DEPARTMENT OF TRANSPORTATION BUILD GRANT FOR MLK BLVD JR STREETSCAPE PROJECT (RC):

RESOLUTION No. 04-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S BUILD GRANT PROGRAM FOR THE MARTIN LUTHER KING JR BLVD STREETSCAPE PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING A TWENTY PERCENT (20%) MATCH TOWARDS THE PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Staff is seeking City Commission authorization to submit a grant application to the U.S. Department of Transportation (USDOT) under the Better Utilizing Investments to Leverage Development (BUILD) Grant Program for the Martin Luther King Jr. Boulevard Streetscape Project.

The BUILD Grant Program provides federal funding to support transportation-related planning and capital improvement projects that enhance safety, accessibility, multimodal mobility, and economic vitality.

The CRA has identified the Martin Luther King Jr. Blvd Streetscape Project as a priority project, and it is included in the CRA Capital Improvement Plan for FY 2028.

The Martin Luther King Jr. Blvd Streetscape Project includes shared used paths, on-street parking, a mid-block plaza area, high visibility crosswalks, safety enhancements at intersections for improved visibility, streetlights, and landscaping. The project limit extends from SE Dixie Hwy to SE Tarpon Avenue, with additional pedestrian improvements along the north side of Martin Luther King Jr. Blvd between SE Tarpon Ave and SE Palm Beach Road.

The project objectives include:

1. Improve pedestrian and bicycle infrastructure along MLK Boulevard.
2. Enhance roadway safety and accessibility for all users.
3. Promote multimodal transportation connectivity.

The project is currently at the 60% design phase. Approval to submit this grant application will allow the CRA to pursue federal funding to advance the project through final design and construction.

The total amount of funding available this year is \$1.5 billion. For projects located within an urban area, the minimum funding request is \$5 M and the maximum is \$25 M. If awarded, all funds must be obligated (under contract) within three years of award date and fully expended within eight years, which aligns with the projected Capital Improvement Plan.

The submission deadline for the BUILD grant application is February 24, 2026. The city has secured GrantWorks to assist with the preparation and submittal of the application.

Funding Source:

Recommended Action:

Motion to approve Resolution No. 04-2026.

ATTACHMENTS:

1. R04-2026 Authorization to apply for BUILD Grant-MLK Streetscape Project
2. Exhibit A - Match Commitment Letter
3. Stuart MLK Blvd Renderings
4. MLK BLVD Perspectives
5. Resolution No. 06-2025 CRA Budget and CIP_executed



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

RESOLUTION NUMBER 04-2026

A RESOLUTION OF THE CITY COMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION’S BUILD GRANT PROGRAM FOR THE MARTIN LUTHER KING JR BLVD STREETScape PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AUTHORIZING A TWENTY PERCENT (20%) MATCH TOWARDS THE PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart seeks to advance transportation, safety, and multimodal connectivity within the community; and

WHEREAS, the U.S. Department of Transportation’s Better Utilizing Investments to Leverage Development (“BUILD”) Grant Program provides federal funding for transportation related planning and capital improvements projects that promote pedestrian and bicycle safety, accessibility, multimodal mobility improvements, and improve overall quality of life; and

WHEREAS, the total estimated cost of the Martin Luther King Jr. Blvd Streetscape Project is Six Million Dollars (\$6,000,000.00), and under a BUILD Grant, the City will be required to commit a twenty percent (20%) match towards the total project costs, subject to grant award, as set forth in “Exhibit A” attached hereto; and

WHEREAS, the City desires to apply for a BUILD Grant to support the Martin Luther King Jr. Blvd. Streetscape Project, which will enhance pedestrian safety, improve roadway infrastructure, and promote multimodal transportation options.

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

SECTION 1: The above-referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The City Staff is hereby authorized to prepare and submit a grant application to the U.S. Department of Transportation under the BUILD Grant Program for the Martin Luther King Jr. Blvd Streetscape Project.

SECTION 2: A twenty percent (20%) local match based on an estimated project cost of Six Million Dollars (\$6,000,000.00), subject to grant award and future budget appropriations, is hereby authorized.

SECTION 3: The City Manager or designee is hereby authorized to execute all application documents for the submission of the grant, including the local match commitment letter attached hereto.

SECTION 4: This resolution shall take effect immediately on adoption.

Resolution No. 04-2026
Authorization to Apply for BUILD Grant – MLK Streetscape Project

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



Pinal Gandhi-Savdas | CRA Executive Director

121 SW Flagler Ave. Stuart, FL 34994

Phone: 772.283.2532

January 12, 2026

Re: City of Stuart Commitment Letter for the DOT FY 2026 BUILD Grant Program

To Whom It May Concern:

On behalf of the City of Stuart, this letter serves as formal confirmation of the City's intent to commit the required non-federal match for a proposed application to the U.S. Department of Transportation's FY 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program.

The city is preparing an application for transportation safety and streetscape improvements in the vicinity of Martin Luther King Jr. Boulevard. The proposed project is intended to enhance pedestrian and vehicular safety, improve community connectivity, and support safe routes to school by enabling children and families to walk safely to nearby educational facilities. The project area is also being considered for a historic designation, and the improvements are designed to complement and preserve the cultural and historical significance of the corridor.

The city currently estimates the total project cost to be approximately \$6,000,000, subject to refinement as design and engineering progress. In accordance with BUILD program requirements for projects located in urban areas, the City intends to provide a local non-federal match equal to at least twenty percent (20%) of the total eligible project cost, which is currently estimated at approximately \$1,200,000.

The non-federal match will be provided through eligible City funding sources, including local general funds, capital improvement funds, and/or other local revenue sources as authorized by the City Commission. These funds will be used for eligible project costs, which may include design, engineering, and construction activities that are part of the proposed BUILD project scope. All matching funds will be expended on future eligible costs and will comply with all applicable federal requirements.

Final project costs, funding sources, and the exact match amount will be confirmed prior to grant award execution. The city understands that, if selected for funding, it will be required to maintain the committed level of non-federal funding and to address any cost increases beyond the awarded federal share.

This letter is provided to demonstrate the City's good-faith commitment to meeting the BUILD program's cost-share requirements and to support the City's authorization to submit an application for federal funding.





City of Stuart

Pinal Gandhi-Savdas | CRA Executive Director

121 SW Flagler Ave. Stuart, FL 34994

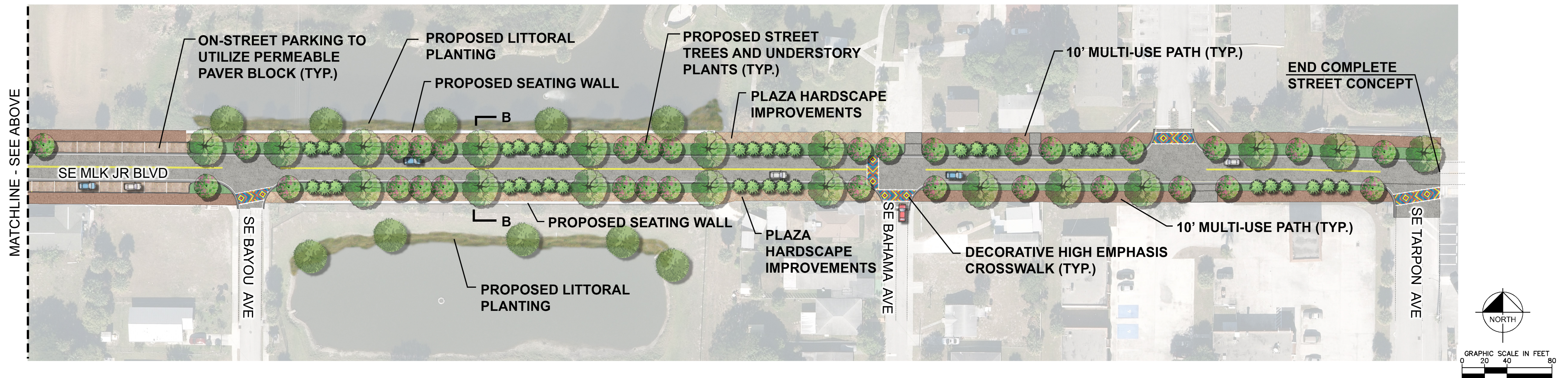
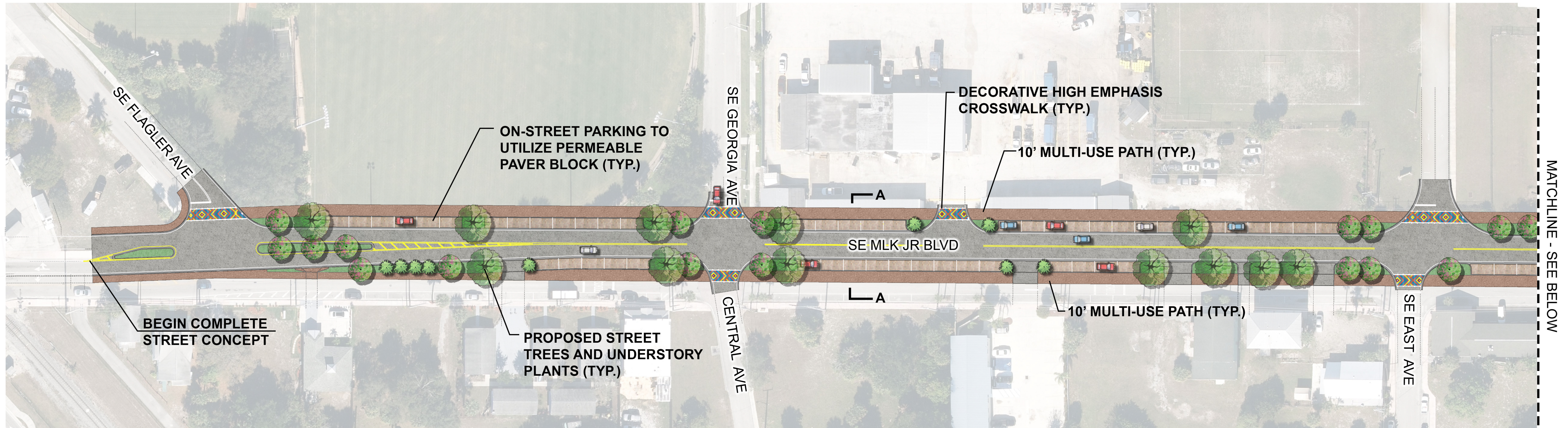
Phone: 772.283.2532

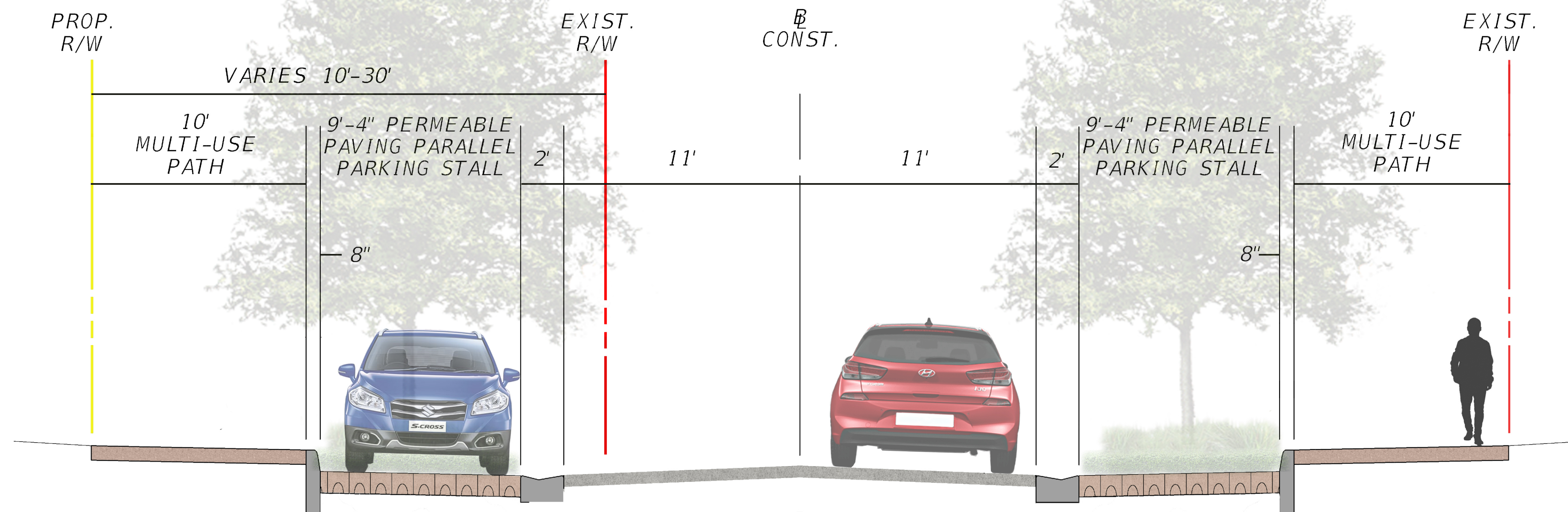
Should you require any additional information, please do not hesitate to contact Pinal Gandhi-Savdas, CRA Executive Director, with the City of Stuart at (772) 283-2532 or email at pgandhi@ci.stuart.fl.us.

Sincerely,

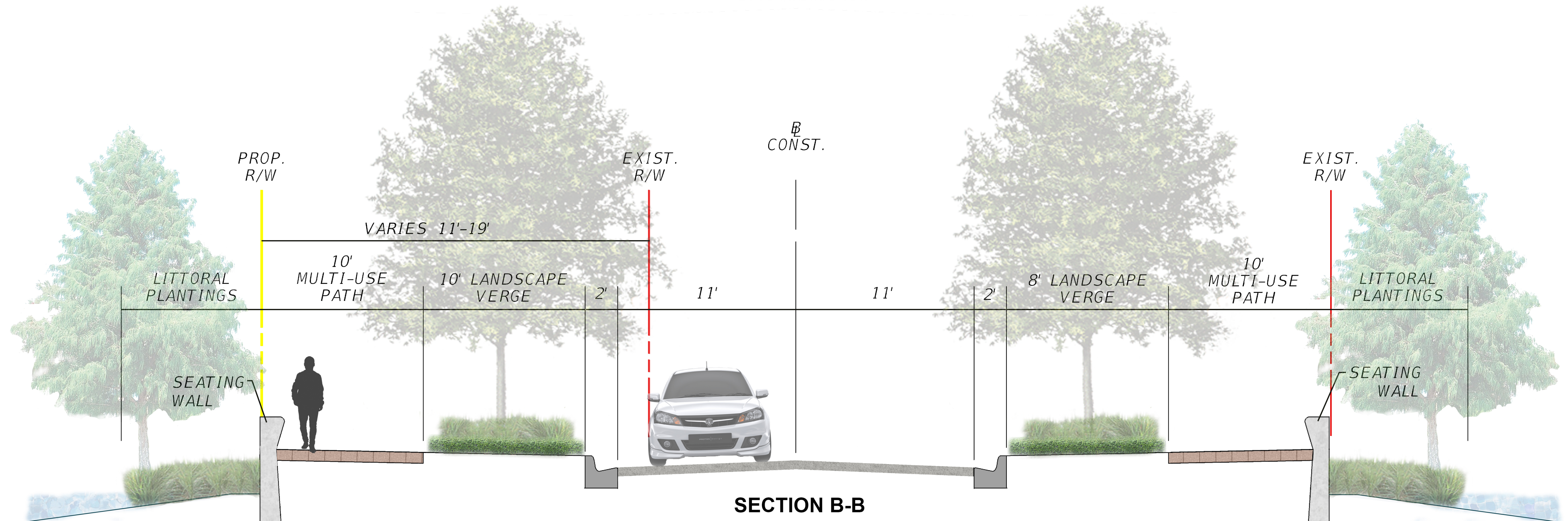
Christopher Collins, Mayor
City of Stuart







SECTION A-A



SECTION B-B



MLK JR BLVD COMPLETE STREET PERSPECTIVE - BEFORE
STUART, FL



MLK JR BLVD COMPLETE STREET PERSPECTIVE - AFTER
STUART, FL



MLK JR BLVD COMPLETE STREET PERSPECTIVE - BEFORE
STUART, FL



MLK JR BLVD COMPLETE STREET PERSPECTIVE - AFTER
STUART, FL



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 06-2025 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA ADOPTING THE CRA BUDGET OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR (FY) BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND APPROPRIATING CAPITAL BUDGET FOR FY 2026 AND PROVIDING FOR A FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR PROJECTS WITHIN THE COMMUNITY REDEVELOPMENT AREA BOUNDARIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, it is necessary and proper, and in some instances required by Florida law, to establish the budgetary spending plans (annual budgets) for the CRA funds of the City of Stuart for the fiscal year beginning October 1, 2025, and ending September 30, 2026, to properly reflect anticipated revenues and required appropriations.

WHEREAS, CRA has the responsibility for financial planning of comprehensive five-year Capital Improvement Plan for capital projects within the Community Redevelopment Area boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA THAT:

Resolution No. 06-2025 CRA; Adopt CRA Budget for FY 2026 and CIP.

SECTION 1: The CRA of the City of Stuart hereby adopts the budget, attached hereto, for the FY beginning October 1, 2025, and ending September 30, 2026, as follows:

(a) There is hereby appropriated from the CRA of the City of Stuart for the above-described FY the total sum of Twenty Million, Five Hundred Four Thousand, and Nine Hundred Twenty-Nine (\$20,504,929) Dollars to provide for the annual budget of the CRA Fund.

SECTION 2: The CRA hereby adopts its FY 2026 capital budget setting forth a Five-Year Capital Improvement Plan for projects within the Community Redevelopment Area boundaries.

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

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

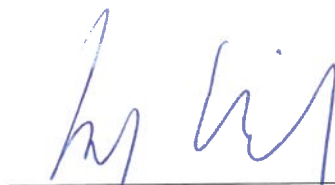
CAMPBELL RICH, CHAIR
CHRISTOPHER COLLINS, VICE CHAIR
EULA R. CLARKE, BOARD MEMBER
LAURA GIOBBI, BOARD MEMBER
SEAN REED, BOARD MEMBER
MARK BRECHBILL, EX-OFFICIO BOARD MEMBER
FREDERICK JAMES, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			
Y			
		ABSENT	

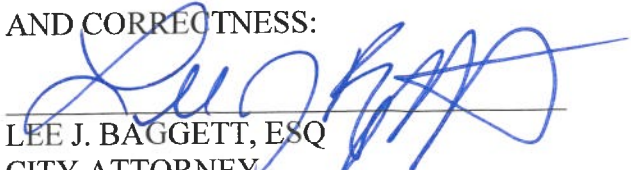
ADOPTED this 22nd day of September, 2025.

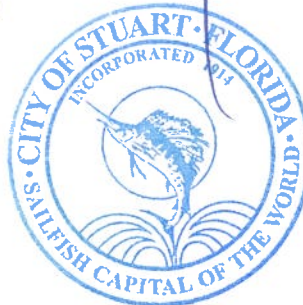
ATTEST:


MARY R. KINDEL, MMC
CITY CLERK


CAMPBELL RICH
CHAIR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



Account Name	Proposed 2026 Budget	Itemization	Description
Permits, Fees, and Special Assessments	\$ 2,700.00		
Other Local Revenues	\$ 4,001,558.00		MC BOCC @ 6.5614 Mills
Interest	\$ 35,000.00		
Other Sources	\$ 13,480,516.52		
Other Sources		\$ 1,423,094.00	FDOT TAP Grant (Riverside Park Neighborhood Streetscape Improvements)
Other Sources		\$ 353,992.00	DEP EPA 319 Water Quality Grant (Seminole Street Project)
Other Sources		\$ 500,000.00	State Appropriation for Guy Davis Park construction
Other Sources		\$ 8,373,399.47	CDBG-CV - Project Lift (received reimb of \$1,917,600.53 as of 05/13/2025)
Other Sources		\$ 667,190.05	CDBG - Housing Rehabilitation (received reimb in the amount of \$82,809.95 as of 05/13/2025)
Other Sources		\$ 1,674,285.00	DEP Water Quality Grant - Stypmann Drainage Improvements
Other Sources		\$ 488,556.00	From Fund Balance
Interfund Transfers In	\$ 2,985,154.00		General Fund @4.9000 Mills
Revenue Total	\$ 20,504,929		
Regular Salaries/Wages	\$ 212,610.00		
Special Pay	\$ 6,840.00		
FICA Taxes	\$ 16,321.00		
Retirement Contributions	\$ 57,980.00		
Life and Health Insurances	\$ 8,764.00		
Workers' Compensation	\$ 368.00		
Professional Services	\$ 230,000.00		
Professional Services		\$ 50,000.00	Professional Services - Planning and Design Services for CRA Small-Scale Projects
Professional Services		\$ 30,000.00	Stypmann Neighborhood Drainage Improvements Final Design (additional appropriation for grant deliverables)
Professional Services		\$ 150,000.00	Tree canopy Enhancement Program - Evaluation, Data Collection, and Master Plan for ROW; Landscape Plan by areas
Travel and Per Diem	\$ 3,000.00		
Communication Services	\$ 150.00		AT&T
Freight & Postage Services	\$ 2,000.00		
Utility Services	\$ 8,400.00		Electric
Rentals and Leases	\$ 500.00		CM Add - Copier Lease
Insurance - General Liability	\$ 3,737.00		
Repair & Maintenance	\$ 214,488.00		
Repair & Maintenance		\$ 204,488.00	Miscellaneous R&M in the CRA
Repair & Maintenance		\$ 10,000.00	Replace Pavillion Roof at Smith/Turner Park
Printing and Binding	\$ 15,000.00		Outreach, Public Notices/Ads in Newspaper
Promotional Activities	\$ 16,000.00		
Promotional Activities		\$ 3,000.00	Miscellaneous community involvement programs
Promotional Activities		\$ 13,000.00	East Stuart Promotional Activities
Other Current Charges	\$ 320,750.00		
Other Current Charges		\$ 10,000.00	Arts & Entertainment Creek District (Mosaic Artwork, Misc.)
Other Current Charges		\$ 2,500.00	Chamber Welcome Guide
Other Current Charges		\$ 8,000.00	Shop Local/Misc
Other Current Charges		\$ 300,000.00	REDA Agreements (Avonlea, Atlantic Point Marina, Elizabeth)
Other Current Charges		\$ 250.00	Adobe Acrobat

Office Supplies	\$	2,086.00		
Operating Supplies	\$	20,000.00		Miscellaneous Community Improvements
Books and Memberships	\$	2,975.00		
Books and Memberships			\$ 500.00	APA Membership Fees
Books and Memberships			\$ 175.00	District Fees for CRA
Books and Memberships			\$ 1,000.00	FL Redevelopment Association Conference
Books and Memberships			\$ 1,200.00	FRA Membership Fees
Books and Memberships			\$ 100.00	Young Professional of Martin County Membership
Training	\$	1,000.00		
Indirect Costs	\$	47,803.00		
Infrastructure Expense	\$	17,999,079.54		
Infrastructure Expense			\$ 1,896,649.72	Project LIFT at 710 SE MLK Blvd; Demo and Construction Reimbursed for acquisition; engineering; appraisals, environmental; admin fees; PO issued for contractor in FY 2025 with BA
Infrastructure Expense			\$ 10,000,000.00	Guy Davis Community Park CM increase from \$7M to \$10M
Infrastructure Expense			\$ 4,000,000.00	Stypmann Neighborhood Drainage and Sidewalk Improvements/CEI Services
Infrastructure Expense			\$ 100,000.00	Tree Canopy Enhancement Program within ROW - Installation
Infrastructure Expense			\$ 498,821.46	Downtown Undergrounding Project - Unspent budget from FY 2025 (Utilities fees - AT&T, Comcast, permits)
Infrastructure Expense			\$ 410,058.36	CDBG Housing Rehab (5 homes completed, paid, and Reimb requested; admin fees, environmental)
Infrastructure Expense			\$ 193,550.00	Riverside Park Neighborhood Improvements
Infrastructure Expense			\$ 700,000.00	CM Add Skateboard Park
Infrastructure Expense			\$ 200,000.00	CM Add - Memorial Park Phase 4 Completion Costs
Aids to Private Organizations	\$	261,500.00		
Aids to Private Organizations			\$ 50,000.00	Business Improvement Reimb Program (BIRP)
Aids to Private Organizations			\$ 20,000.00	Brush With Kindness/SELF Program
Aids to Private Organizations			\$ 20,000.00	Mural Matching Grant Program
Aids to Private Organizations			\$ 20,000.00	Residential Street Tree Program
Aids to Private Organizations			\$ 20,000.00	Residential Facade Improvement/Paint Up Program
Aids to Private Organizations			\$ 25,000.00	Heirs' Property Assistance Program
Aids to Private Organizations			\$ 25,000.00	Landscape Improvement Grant Program
Aids to Private Organizations			\$ 10,000.00	Stuart Training School Documentary
Aids to Private Organizations			\$ 70,000.00	Stuart Mainstreet Agreement
Aids to Private Organizations			\$ 1,500.00	NAACP
Intragovernmental Transfers	\$	962,195.00		
Intragovernmental Transfers			\$ 224,880.00	Tram Service CM Adjust from \$194,860 to \$224,880 to match 2026
Intragovernmental Transfers			\$ 23,000.00	Parking Management System Software Support - Recurring Expense
Intragovernmental Transfers			\$ 35,000.00	FEC RR Crossing Leases to 001-230
Intragovernmental Transfers			\$ 2,791.00	FEC Ad Valorem 2 of 2 Parts to 001-230
Intragovernmental Transfers			\$ 4,636.00	FEC Parking Property Tax 1 of 2 Parts to 001-230
Intragovernmental Transfers			\$ 100,000.00	Safety Zones Design to 001-230
Intragovernmental Transfers			\$ 56,388.00	FEC Crossing Maintenance and Leases in General Fund
Intragovernmental Transfers			\$ 90,500.00	Various projects in 001-220 and 001-230, downtown urns, landscaping, mangrove trimming, paver brick, sidewalk staining, decorative street globes, et al.

Intragovernmental Transfers		\$ 425,000.00	Courtesy Dock Wave Attenuator PPW00394 (Transportation Impact/FIND Grant/CRA) after \$30,000 from FIND, 50/50 Impact Fees and CRA
Contingencies	\$ 91,382.00		
Appropriations Total	\$ 20,504,929		

Capital Improvement Projects (CIP) Budget Summary

PROJECTS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Guy Davis Community Park 21045901											
Phase I Site Plan		\$344,517									
Phase II Final Design				\$370,000							
Park Construction							\$10,000,000				
Skate Park							\$700,000				
Downtown Undergrounding											
Phase I Design - Seminole Street - 20038901	\$49,991										
Phase II Design - Osceola - 22038902			\$174,554								
Construction of Phase I and II - 22038903						\$6,042,620					
CEI						\$313,620					
Building Permit and Utilities Fees						\$53,151	\$498,821				
Riverside Park NBHD Improv 20041801											
Conceptual	\$21,500										
Design	\$100,000										
Construction (TAP Grant Reimb)					\$2,506,450		\$193,550				
Willie Gary Prop Acq., Demo, New Const.											
Acquisition (CDBG-CV Grant Reimb) - 048901					\$1,617,476						
Appraisals, Environ, Eng, Admin, Demo, Const. (CDBG-CV Grant Reimb) - 048902				\$30,700	\$269,424	\$6,805,624	\$1,896,649				
Stypmann Drainage and Sidewalk Improv											
Design				\$152,000			\$30,000				
Construction							\$4,000,000				
Tree Canopy Enhancement Program Within ROW											
Evaluation/Data/Master Plan							\$100,000				
Landscape Plan by Planning Area							\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Capital Improvement Projects (CIP) Budget Summary

Construction							\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
PROJECTS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Triangle District 21046801											
SE Dixie Highway Conceptual			\$44,500								
SE Dixie Highway Design			\$60,500			\$30,000					
SE Dixie Highway Construction (TAP Grant Reimb)								\$1,500,000			
Osceola Street Extension											
Design								\$100,000			
Construction									\$1,000,000		
MLK Blvd Complete Street 21045001											
Conceptual	\$20,000										
Design			\$450,000								
Construction									\$5,000,000		
Bayou Pedestrian Bridge											
Design								\$100,000			
Construction									\$2,000,000		
Triangle District Streetscape - Phasing											
Design								\$400,000			
Construction										\$4,000,000	\$4,000,000
East Stuart Neighborhood Streetscape - Phasing											
Design								\$400,000			
Construction										\$2,000,000	\$2,000,000
10th Street Community Center - Rehab											
Design									\$150,000		
Construction											\$2,000,000

Capital Improvement Projects (CIP) Budget Summary

PROJECTS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
10th Street Streetscape/Gateway Signage											
Design									\$200,000		
Construction											\$3,000,000

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 1/12/2026

Prepared by: Jodi Nentwick

Title of Item:

STUART LANDINGS II MAJOR AMENDMENT TO COMMERCIAL PLANNED UNIT DEVELOPMENT AT 3991 SE FEDERAL HIGHWAY, LOT NO. 3 (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2545-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, FOR A MAJOR AMENDMENT FOR LOT NO. 3 OF THE STUART LANDINGS II COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), ALSO BEING ASSOCIATED WITH LOT #1 AND LOT #2 OF THE STUART LANDINGS II CPUD; PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN FOR LOT NO. 3 OF THE STUART LANDINGS II CPUD TO ACCOMMODATE A 470 SQUARE FOOT COFFEE RUSH CONVENIENCE RESTAURANT WITH TWO DRIVE THROUGH FACILITIES AND THE EXISTING 2,845 SQUARE FOOT BURGER KING RESTAURANT AND SINGLE DRIVE-THROUGH FACILITY; PROVIDING FOR AMENDED DEVELOPMENT CONDITIONS, A TIMETABLE FOR DEVELOPMENT, AND MASTER SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED AT 3991 S.E. FEDERAL HIGHWAY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Background:

The subject parcel is designated by the Commercial Planned Unit Development (CPUD) Zoning District and Commercial Future Land Use. As depicted in the aerial map provided below, the 1.27-acre site is located on the east side of SE Federal Highway, approximately 200 feet south of SE Miami Street. On December 8, 1997, the City Commission approved an annexation of 55.38 acres (AKA: Parcel #14) within the City of Stuart through Ordinance No. 1531-97, designated the Commercial Future Land Use through Ordinance No. 1532-97, and established the Commercial Planned Unit Development Zoning District, via Ordinance No. 1533-97.

On March 31, 2003, via Ordinance No. 1915-03, the City Commission amended Ordinance No. 1533-97, granting the subdivision of the 55.38-acre parcel to create a separate 33.9-acre CPUD to be known as the Walmart Super Center CPUD.

On August 13, 2007, via Resolution No. 101-07, the City Commission approved an amendment to the PUD Agreement granted under Ordinance No. 1533-97 and Ordinance No. 1915-03, which authorized the approval of a conceptual site plan for the remaining 21.5-acre parcel, and a cross-access easement with the Walmart Super Center to the north.

On August 27, 2007, via Ordinance No. 2117-07, the City Commission granted a Major Amendment to Ordinance No. 1533-97 and Ordinance No. 1915-03, providing for master site plan approval for a 1.27-acre parcel fronting SE Federal Highway for the National City Bank CPUD. This CPUD was never developed and is void.

On July 27, 2015, via Ordinance No. 2313-2015, the City Commission granted a Major Amendment to Ordinance No. 1533-94, providing master site plan approval for 3.91 acres of land to accommodate a 17,837 ft² Aldi Grocery Store, 8,750 ft² retail building, and a driveway connecting SE Miami Street with the Walmart Super Center.

On September 10, 2018, the City Commission voided Ordinance No. 2117-07 and amended Ordinance No. 2313-2015, combining the 3.16 and 1.27-acre parcels (AKA: National City Bank CPUD), creating the Stuart Landings CPUD, and providing a master site plan to accommodate a 2,845 ft² Burger King drive-through convenience restaurant and a 4,700 ft² office building for Med-Express, via Ordinance No. 2384-2018.

On January 14, 2025, Jason Gunther of Thomas Engineering Group submitted a Major Amendment request for the 1.27-acre parcel known as the Stuart Landings II CPUD on behalf of the owner, DKC Stuart Landings 2, LLC, and the applicant, Coffee Rush, Inc. This amendment aims to permit the development of the proposed 490 ft² Coffee Rush fast-food convenience restaurant with two drive-through lanes, located adjacent to the existing Burger King within the footprint of Building #3 for Stuart Landings II CPUD.

According to the CPUD approval authorized by the City Commission via Ordinance No. 2384-2018, the proposed convenience restaurant is a permitted use within the CPUD; however, the necessary site engineering modifications exceed 5% of the approved master plan, and therefore, the proposed development requires a Major CPUD Amendment, per Land Development Code Section 11.01.10(B).

Funding Source:

N/A

Recommended Action:

Staff recommends that the City Commission forward to the second and final adoption of Ordinance 2545-2026, on January 26, 2026.

ATTACHMENTS:

1. 2545-2026 - Ordinance Coffee Rush CPUD
2. Staff Report - Coffee Rush Stuart Landings CPUD
3. LPA Public Notice Packet
4. Applicant's Application
5. Boundary Survey
6. Site and Civil Plan
7. Floor Plans
8. Building Elevations
9. Landscape Plan Packet
10. Photometric Plan
11. Traffic Impact Statement (02-03-2025)
12. Traffic Approval Letter (02-28-2025)
13. Coffee Rush PSL Queuing Analysis (06-26-2025)
14. Response Letter - Queuing Study (09-26-2025)
15. CAPTEC Engineering Approval Letter (01-29-2025)



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

ORDINANCE NUMBER 2545-2026

*** * * * ***

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, FOR A MAJOR AMENDMENT FOR LOT NO. 3 OF THE STUART LANDINGS II COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), ALSO BEING ASSOCIATED WITH LOT #1 AND LOT #2 OF THE STUART LANDINGS II CPUD; PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN FOR LOT NO. 3 OF THE STUART LANDINGS II CPUD TO ACCOMMODATE A 470 SQUARE FOOT COFFEE RUSH CONVENIENCE RESTAURANT WITH TWO DRIVE THROUGH FACILITIES AND THE EXISTING 2,845 SQUARE FOOT BURGER KING RESTAURANT AND SINGLE DRIVE THRU FACILITY; PROVIDING FOR AMENDED DEVELOPMENT CONDITIONS, A TIMETABLE FOR DEVELOPMENT, AND MASTER SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED AT 3991 S.E. FEDERAL HIGHWAY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt, amend, and enforce land development regulations that are consistent with and serve to implement the City's Comprehensive Plan; and

WHEREAS, pursuant to the Florida Local Government Development Agreement Act, Florida Statutes § 163.3220 *et. seq.*, the City of Stuart has the authority to hold public hearings and enter into development agreements on properties located within the City of Stuart; and

WHEREAS, the City of Stuart Land Development Code Section 11.01.10 requires a Major Amendment to a Planned Unit Development (CPUD) for modifications to a final site plan, due to final engineering that exceeds five percent of the approved plan documents; and

WHEREAS, on December 8, 1997, the City Commission adopted Ordinance No. 1531-97, for the voluntary annexation of a 55.38-acre parcel of land known as Parcel #15 located on the east side of S.E. Federal Highway; and

WHEREAS, on December 8, 1997, the City Commission adopted Ordinance No. 1532-97, and assigned a “Commercial” Future Land Use designation for the 55.38-acre parcel of land known as Parcel #15 located on the east side of S.E. Federal Highway; and

WHEREAS, on December 8, 1997, the City Commission adopted Ordinance No. 1533-97, and assigned the “Commercial Planned Unit Development” Zoning District for the 55.38-acre parcel of land known as Parcel #15 located on the east side of S.E. Federal Highway; and

WHEREAS, on March 31, 2003, the City Commission adopted Ordinance No. 1915-03, and granted a Major CPUD Amendment to Ordinance No. 1533-97, to allow for the subdivision and development of the Wal-Mart Super Center on a 33.9-acre portion of the 55.38-acre parcel of land known as Parcel #15; and

WHEREAS, on August 13, 2007, the City Commission adopted Resolution No. 101-2007 for a Minor CPUD Amendment to Ordinance No. 1533-97, and approved a conceptual site plan and a cross-access easement agreement between the 33.9-acre Wal-Mart CPUD and the future 21.48-acre CPUD site (A/K/A: Stuart Landings I & II / National City Bank); and

WHEREAS, on August 27, 2007, the City Commission granted a Major CPUD Amendment via Ordinance No. 2117-07, for the 1.266-acre site to be known as the National City Bank; and

WHEREAS, on July 27, 2015, the City Commission adopted Ordinance No. 2313-2015, granting a Major CPUD Amendment for a 3.91-acre portion of the 55.38-acre site to accommodate a 17,837 square foot Aldi Grocery Store, an 8,750 square foot retail building, and

a cross-access driveway at the rear of the site, between the 33.9-acre Wal-Mart Super Center CPUD and S.E. Miami Street.

WHEREAS, on September 10, 2018, the City Commission granted a Major CPUD Amendment via Ordinance No. 2384-2018, which voided Ordinance No. 2117-07 and amended Ordinance No. 2313-2015, to expand the 3.16-acre Stuart Landings CPUD (Lots #1 & #2) to include an additional 1.27-acre parcel of land (Lot #3) to allow for a 2,845 square foot Burger King restaurant with drive-through and 4,700 square foot medical office building, for a project to be collectively known as the Stuart Landings I & II CPUD; and

WHEREAS, on July 22, 2025, a Major CPUD Amendment application was submitted by Jason Gunther with Thomas Engineering on behalf of DKC Stuart Landings 2, LLC (Property Owner) and Coffee Rush, Inc. (Applicant) to request modifications to Lot No. 3 of the Stuart Landings I & II CPUD Master Plan to accommodate the 470 square foot Coffee Rush restaurant with walk-up service only and dual drive-through facilities; and

WHEREAS, on November 13, 2025, the Local Planning Agency (LPA) conducted a duly noticed public hearing during a regularly scheduled meeting to review the application for a Major Amendment to the Stuart Landings I & II CPUD and subsequently forwarded a recommendation of **approval** to the City Commission.

WHEREAS, on January 12, 2026, the City Commission held the first duly noticed public hearing during a regularly scheduled meeting to review the application for a Major Amendment to the Stuart Landings I & II CPUD and voted to schedule the petition for the second and final public hearing before the City Commission for a final determination; and

WHEREAS, on *(INSERT MEETING DATE)*, the City Commission held the second duly noticed public hearing at a regularly scheduled meeting and voted to *(APPROVE / DENY)* the Major Amendment to the Stuart Landings I & II CPUD; and

WHEREAS, at the public hearing, and considering the LPA's recommendation, all written and oral comments at the public hearings, the analysis by the Development Department, and the evidence presented by the parties at the hearings, the City Commission finds that the Applicant demonstrated through substantial competent evidence that the proposed development approval in

the application is consistent with the City of Stuart Comprehensive Plan, Land Development Code, and procedural requirements; and

WHEREAS, the Applicant has committed to the City of Stuart that the development will adhere to all development codes, plans, standards, and conditions approved by the City Commission. Furthermore, the approvals granted shall be binding upon its successors in title regarding any commitments made at the time of approval of the Major CPUD Amendment.

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

SECTION 1: The foregoing recitals are incorporated as if full set forth herein.

SECTION 2: The legal description of the +/-1.27-acre subject parcel (Lot #3) is attached as “**Exhibit A.**” A map showing the subject parcel is attached as “**Exhibit B**” and incorporated herein by reference.

SECTION 3: The revised conditions of approval for the Stuart Landings I & II CPUD are attached hereto as “**Exhibit C**” and made a part hereto by reference, and it shall constitute one of the Development Documents as described herein.

SECTION 4: The following documents on file as public records of the City of Stuart, at the office of the Development Department in City Hall, and attached hereto as **Exhibit "D,"** hereinafter the "Development Documents," shall be deemed a part of the development conditions applicable to the Stuart Landings I & II CPUD, and shall replace any earlier approvals:

1. **Construction Plans (*Sheets C-01 through C-13*):** dated May 17, 2018, and prepared and electronically signed & sealed by Jason M. Gunther (FL Lic. #58629) with the Thomas Engineering Group on September 10, 2025.
2. **Master Site Plan (*Sheet C-05*):** dated May 17, 2018 (last revised on September 8, 2025) and prepared and electronically signed & sealed by Jason M. Gunther (FL Lic. #58629) with The Thomas Engineering Group on September 10, 2025.
3. **Boundary & Topographic Survey (*Sheet 1 of 1*):** dated March 20, 2015 (field work revised on 02/03/2025) and prepared and electronically signed and sealed by Kenneth J. Buchanan, P.S.M. (Lic. #LS7202) with Lidberg Land Surveying, Inc. on July 11, 2025.

4. **Tree Disposition, Landscape, and Irrigation Plan** (*Sheets L1-01, L2-02-L2-03, L3.01-L3.03*): dated September 10, 2025, and prepared and electronically signed & sealed by Marc S. Bortak, RLA, CPIC, CID (Lic #LA6667430) with Bortak Design on September 10, 2025.
5. **Traffic Impact Analysis** (*Sheets 1 through 8*): dated January 24, 2025, and prepared and electronically signed & sealed by Shaun G. MacKenzie with MacKenzie Engineering & Planning, Inc.
6. **Photometric Plan** (*Sheet LT-1*): dated August 19, 2025, and prepared and electronically signed & sealed by Gregory A. Reynolds with Aloha Pacifica, LLC.
7. **Floor Plan** (*Sheet A1.1*): dated September 2, 2025, and prepared and electronically signed & sealed by Michael K. Sheeley (Lic. #AR0010564) with MK Architecture, LLC.
8. **Building Elevations** (*Sheet A4.1*): dated September 2, 2025, and prepared and electronically signed & sealed by Michael K. Sheeley (Lic. #AR0010564) with MK Architecture, LLC.

SECTION 5: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City of Stuart except in compliance with the aforesaid Development Documents. Failure by the Applicant, property owner, developer, or successor in interest to complete the development, or to comply with the Development Documents or with any term or condition of development outlined in this Ordinance shall be deemed a zoning violation and no further permits or other development approvals or orders shall be issued by the City until the violation has been resolved, or the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Applicant, property owner, developer, or its successor in interest to seek administrative or judicial redress.

SECTION 6: Following the adoption of this ordinance, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission, the Applicant, property owner, developer, or its successor in interest may appear and may contest the allegation of breach

or explain the reason or reasons for the violation. Upon the finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

- a. Initiate the process to amend or repeal this or any other Ordinance pertaining to the development.
- b. Direct the City Development Director to initiate the process to rezone the 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 Applicant or its successor shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All Ordinances or parts of Ordinances in conflict with this Ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this Ordinance conflicts with any contractual provision between the City of Stuart and the Applicant, property owner, developer, or successor in interest of the site, this Ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared severable.

SECTION 8: This enactment of this Ordinance shall be deemed to constitute a quasi-judicial action of the City and shall become effective upon the adoption by the City Commission and execution by the mayor.

Ordinance 2545-2026 – Major CPUD Amendment
Coffee Rush at Stuart Landings II

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

“EXHIBIT A” – LEGAL DESCRIPTION

PARCEL 1:

LOT 3, OF STUART LANDINGS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 34, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN OFFICIAL RECORD BOOK 2823, PAGE 1079, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 158 AND 159, ACCORDING TO THE PLAT OF PORT SEWELL, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF (PALM BEACH) NOW MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLAT OF WAL-MART AT PORT SEWELL AS RECORDED IN PLAT BOOK 15, PAGE 100, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY CONTROL SURVEY SECTION 89010-2552. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1693, PAGE 1280 OF SAID PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID PLAT BOOK 15, PAGE 100, NORTH 60°29'03" EAST, A DISTANCE OF 215.25 FEET; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 66°16'53" EAST, A DISTANCE OF 60.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1693, PAGE 1280 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THENCE DEPARTING SAID NORTH LINE OF PLAT BOOK 15, PAGE 100 ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1693,

PAGE 1280 AND ITS NORTHERLY PROLONGATION, NORTH 29°29'29" WEST, A DISTANCE OF 693.12 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST MIAMI AVENUE BEING AN 80 FOOT WIGHT-OF-WAY, AS DESCRIBED IN OFFICIAL RECORD BOOK 631, PAGE 1627, SAID PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 66°16'19" EAST, A DISTANCE OF 50.26 FEET TO A POINT ON A LINE PARALLEL WITH, AND 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF OFFICIAL RECORD BOOK 1693, PAGE 1280 AND ITS NORTHERLY PROLONGATION; AFOREMENTIONED NORTH LINE OF PLAT BOOK 15, PAGE 100; THENCE ALONG SAID NORTH LINE, SOUTH 66°16'53" WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN ACCESS AGREEMENT, RECORDED IN BOOK 1948, PAGE 594, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

Parcel Area: 1.27-Acres

Parcel I.D. No.: 38-38-41-027-000-000-00030-0

Parcel Address: 3991 SE Federal Highway, Stuart, FL 34997

“EXHIBIT B” – LOCATION MAP



“EXHIBIT C” – CONDITIONS OF APPROVAL

All conditions adopted under Ordinance No. 2313-2015 shall remain in effect unless revised or superseded by the conditions outlined below:

1. Any modifications to the Master CPUD Site Plan or the Final Site Plan for Stuart Landings II that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. CPUD standards regarding circulation, parking, utilities, drainage, open space, and all other applicable standards shall apply as described in the LDR except as modified in this and any future ordinance.

Landscaping

3. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
4. The City’s landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
5. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

6. Not less than 25% of the CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.
7. Excluding wetlands defined by the South Florida Water Management District, not less than 9% of the total development site shall remain as an undeveloped and recreated native

vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation shall comply with the project's landscaping plans, Sheets L1-01, L2-02-L2-03, L3.01-L3.03, prepared by Bortak Design, dated September 10, 2025.

8. The Stuart Landings I and II CPUD project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: "Integration Wetlands and Enhancing Storm water Basins."

Prior to Issuance of Site Permits

9. Site permits will not be issued until complete building permit applications for either the Burger King or the Med Express is submitted. Clearing of the entire site shall require the construction of all common areas, including parking and sidewalks. If at any time the entire site is cleared and one of the building permits have not been approved, the applicant shall maintain said lot with sod until the other permit is issued. (AMENDED)
10. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
11. All regulatory agency permits, including but not limited to the South Florida Water Management District and the Army Corps of Engineers, shall be obtained by the applicant and copies provided to the City before the issuance of a building permit.
12. All development activities shall comply with the City's Concurrency Management System before the issuance of building permits.

Development and Construction

13. "Hat racking" of trees is prohibited on the property.
14. Any backflow prevention devices and above-ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.

15. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction to reduce dust generated on-site.
16. Lighting poles in the parking areas shall not exceed 25' in height. Site lighting shall comply with Photometric Plan, Sheet LT-1, prepared by Aloha Pacifica, LLC on August 19, 2025.
17. All utility improvements constructed by the developer within the Florida Department of Transportation right-of-way shall be constructed in a manner and form acceptable to the Florida Department of Transportation. The developer shall grant any such utility easements necessary for this site as may be required by the Florida Department of Transportation.
18. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application.
19. Any sidewalk damaged during construction shall be repaired or replaced before the issuance of a Certificate of Occupancy.
20. Temporary or freestanding storage units are prohibited on the property once construction is complete.
21. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
22. No trailers, pre-fabricated, or modular structures shall be permitted except on a temporary basis to assist in the development of the site. Such trailers or structures shall be removed within thirty days of a directive issued by the City Development Director. Failure to remove such a trailer or structure accordingly shall be considered a violation of the City Code.
23. Subject to the provisions of the LDR, the Developer shall comply with all requirements of the City Comprehensive Plan and of the Land Development Code, including but not limited to, Planned Unit Development regulations applicable to the property at time of permitting.

Development Timetable

24. The Timetable of development for Stuart Landings II is as follows:

TIMETABLE OF DEVELOPMENT	
The site and building permit application is deemed sufficient for review under city codes and standards.	December 30, 2027
Final Certificate of Occupancy for all site and building improvements.	December 30, 2028

Allowable Uses

25. The following uses shall be permitted within the CPUD, considering Land Development Code Section 6.01.13. Off-street parking schedule of the City’s Land Development Code - as the standard for required off-street parking.
- a. Grocery Store
 - b. Professional office, including medical
 - c. Retail
 - d. Restaurant

Prohibited

26. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.
27. Billboards are prohibited on the property.
28. Banners and any other sign or advertising device not in accordance with the City’s Land Development Regulations are prohibited, except as may be permitted by this CPUD.
29. No vehicles shall be displayed or stored within the public right-of-way at any time.

Signage

30. The two (2) existing monument signs fronting S.E. Federal Highway shall be limited to a maximum height of fifteen feet (15’-0”). All signage shall be unified throughout the Stuart Landings I & II CPUD.

Platting

31. The CPUD property may be subdivided via plat and conveyed to separate owners without further amendment to this Ordinance. DKC Stuart Landings 2, LLC shall be responsible for the maintenance of the following site features:

- a. Preserve/water management areas; and
- a. Common landscape islands and all sidewalks; and
- b. Asphalt parking, including all drive aisles; and
- c. Site lighting; and
- d. The entrance apron from US 1 and the entire cross-access road connecting S.E. Miami Street with the Walmart Center.

“EXHIBIT D” – DEVELOPMENT DOCUMENTS

The following "Development Documents" are on file as public records of the City of Stuart, at the office of the Development Department in City Hall, and shall be deemed a part of the conditions applicable to the Stuart Landings I & II CPUD, and shall replace any earlier approvals:

1. **Construction Plans (*Sheets C-01 through C-13*):** dated May 17, 2018, and prepared and electronically signed & sealed by Jason M. Gunther (FL Lic. #58629) with the Thomas Engineering Group on September 10, 2025.
2. **Master Site Plan (*Sheet C-05*):** dated May 17, 2018 (last revised on September 8, 2025) and prepared and electronically signed & sealed by Jason M. Gunther (FL Lic. #58629) with The Thomas Engineering Group on September 10, 2025.
3. **Boundary & Topographic Survey (*Sheet 1 of 1*):** dated March 20, 2015 (field work revised on 02/03/2025) and prepared and electronically signed and sealed by Kenneth J. Buchanan, P.S.M. (Lic. #LS7202) with Lidberg Land Surveying, Inc. on July 11, 2025.
4. **Tree Disposition, Landscape, and Irrigation Plan (*Sheets L1-01, L2-02-L2-03, L3.01-L3.03*):** dated September 10, 2025, and prepared and electronically signed & sealed by Marc S. Bortak, RLA, CPIC, CID (Lic #LA6667430) with Bortak Design on September 10, 2025.
5. **Traffic Impact Analysis (*Sheets 1 through 8*):** dated January 24, 2025, and prepared and electronically signed & sealed by Shaun G. MacKenzie with MacKenzie Engineering & Planning, Inc.
6. **Photometric Plan (*Sheet LT-1*):** dated August 19, 2025, and prepared and electronically signed & sealed by Gregory A. Reynolds with Aloha Pacifica, LLC.
7. **Floor Plan (*Sheet A1.1*):** dated September 2, 2025, and prepared and electronically signed & sealed by Michael K. Sheeley (Lic. #AR0010564) with MK Architecture, LLC.
8. **Building Elevations (*Sheet A4.1*):** dated September 2, 2025, and prepared and electronically signed & sealed by Michael K. Sheeley (Lic. #AR0010564) with MK Architecture, LLC.



TO: Mayor & City Commission
FROM: Jodi Kugler, Development Director
MEETING DATE: Monday, January 12, 2026
SUBJECT: Coffee Rush – Major Amendment to the Stuart Landings I & II CPUD
(*Project: MJPD-25-2*)

AGENDA REQUEST:

This Major Amendment request seeks to establish a Coffee Rush fast-food convenience restaurant with two drive-through lanes within the vacant building footprint for Building #3 at Stuart Landings II CPUD.

GENERAL INFORMATION:

Property Owner: Jeffrey Williams,
DKC Stuart Landings 2, LLC
431 Fairway Drive, Suite 201
Deerfield Beach, FL 33441

Applicant: Ron Yost, *President*
Coffee Rush, Inc.
2315 Falcon Drive
West Linn, OR 97068

Agent of Record: Jason Gunther, P.E.
Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994

Location: 3991 SE Federal Highway, Stuart, FL 34997

Parcel ID: 38-38-41-027-000-00030-0

Parcel Size: +/- 1.27 Acres (55,160 ft²)

Future Land Use: Commercial

Zoning District: CPUD (Commercial Planned Unit Development)

Existing Use: *Building #4:* 2,845 ft² Burger King with drive-through facility
Building #3: Vacant

Proposed Use: *Building #4:* 2,845 ft² Burger King and drive-through facility
Building #3: 490 ft² Coffee Rush with two drive-through facilities

BACKGROUND:

The subject parcel is designated by the Commercial Planned Unit Development (CPUD) Zoning District and Commercial Future Land Use. As depicted in the aerial map provided below, the 1.27-acre site is located on the east side of SE Federal Highway, approximately 200 feet south of SE Miami Street.

On December 8, 1997, the City Commission approved an annexation of 55.38 acres (AKA: Parcel #14) within the City of Stuart through Ordinance No. 1531-97, designated the Commercial Future Land Use through Ordinance No. 1532-97, and established the Commercial Planned Unit Development Zoning District, via Ordinance No. 1533-97.

On March 31, 2003, via Ordinance No. 1915-03, the City Commission amended Ordinance No. 1533-97, granting the subdivision of the 55.38-acre parcel to create a separate 33.9-acre CPUD to be known as the Walmart Super Center CPUD.

On August 13, 2007, via Resolution No. 101-07, the City Commission approved an amendment to the PUD Agreement granted under Ordinance No. 1533-97 and Ordinance No. 1915-03, which authorized the approval of a conceptual site plan for the remaining 21.5-acre parcel, and a cross-access easement with the Walmart Super Center to the north.

On August 27, 2007, via Ordinance No. 2117-07, the City Commission granted a Major Amendment to Ordinance No. 1533-97 and Ordinance No. 1915-03, providing for master site plan approval for a 1.27-acre parcel fronting SE Federal Highway for the National City Bank CPUD. This CPUD was never developed and is void.

On July 27, 2015, via Ordinance No. 2313-2015, the City Commission granted a Major Amendment to Ordinance No. 1533-94, providing master site plan approval for 3.91 acres of land to accommodate a 17,837 ft² Aldi Grocery Store, 8,750 ft² retail building, and a driveway connecting SE Miami Street with the Walmart Super Center.

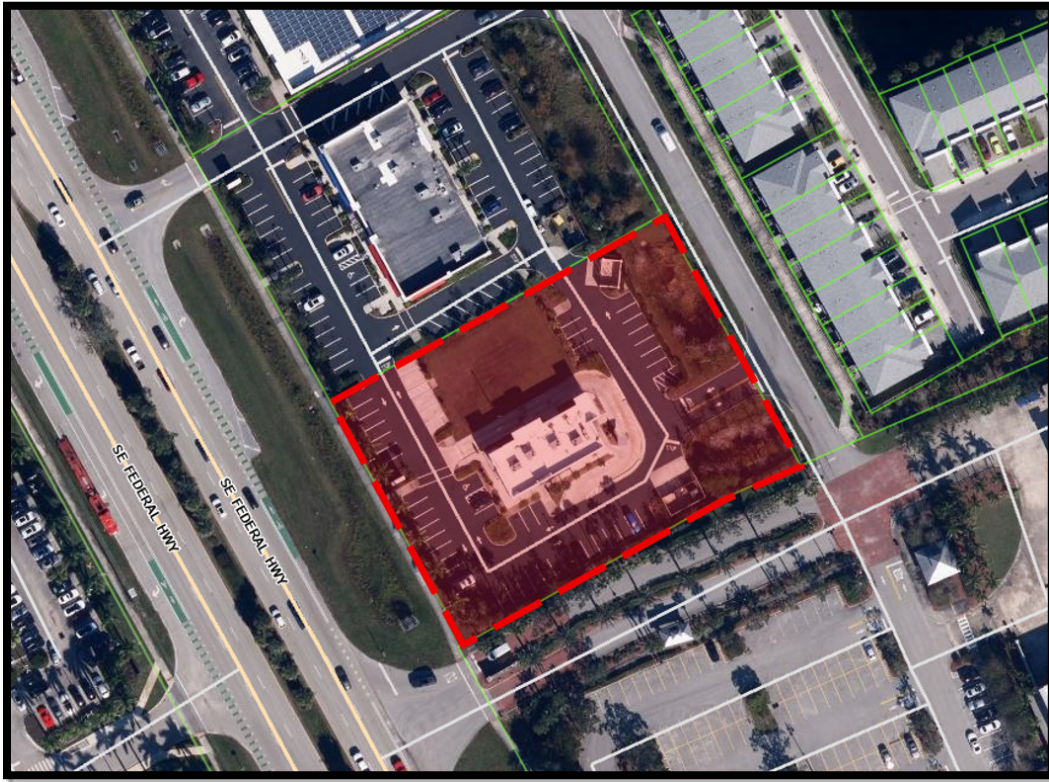
On September 10, 2018, the City Commission voided Ordinance No. 2117-07 and amended Ordinance No. 2313-2015, combining the 3.16 and 1.27-acre parcels (AKA: National City Bank CPUD), creating the Stuart Landings CPUD, and providing a master site plan to accommodate a 2,845 ft² Burger King drive-through convenience restaurant and a 4,700 ft² office building for Med-Express, via Ordinance No. 2384-2018.

On January 14, 2025, Jason Gunther of Thomas Engineering Group submitted a Major Amendment request for the 1.27-acre parcel known as the Stuart Landings II CPUD on behalf of the owner, DKC Stuart Landings 2, LLC, and the applicant, Coffee Rush, Inc. This amendment aims to permit the development of the proposed 490 ft² Coffee Rush fast-food convenience restaurant with two drive-through lanes, located adjacent to the existing Burger King within the footprint of Building #3 for Stuart Landings II CPUD.

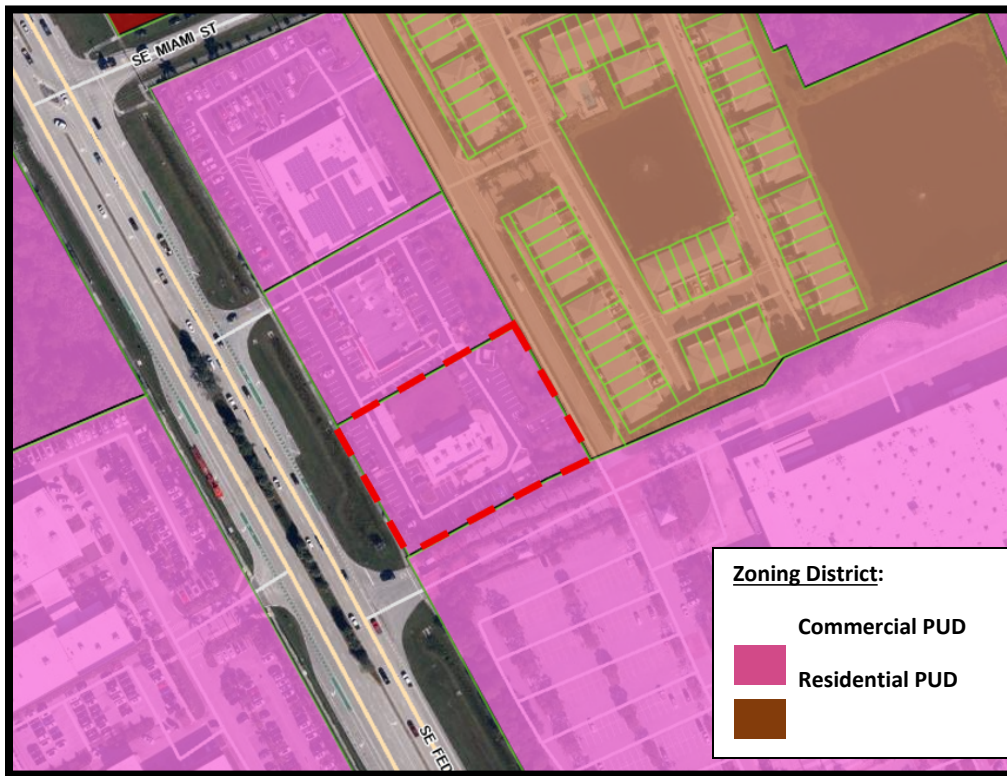
According to the CPUD approval authorized by the City Commission via Ordinance No. 2384-2018, the proposed convenience restaurant is a permitted use within the CPUD; however, the necessary site engineering modifications exceed 5% of the approved master plan, and therefore, the proposed development requires a Major CPUD Amendment, per Land Development Code Section 11.01.10(B).

COFFEE RUSH AT STUART LANDINGS I & II
MAJOR CPUD AMENDMENT

AERIAL LOCATION MAP



ZONING DISTRICT MAP



FUTURE LAND USE MAP



PLANNED UNIT DEVELOPMENT AMENDMENT
STANDARDS OF REVIEW
LAND DEVELOPMENT CODE SECTION 11.01.10

According to the City of Stuart Land Development Code (LDC) Section 11.01.09(A), Major PUD Amendments are required to be processed as a new Rezoning Map Change, as provided under LDC Section 11.01.09. According to the LDC Section 11.01.09(G), the Local Planning Agency (LPA) and City Commission must receive input from all interested parties regarding whether the application meets the requirements of this Code and the Comprehensive Plan.

The LPA and City Commission are required to review the development documents, staff reports, comments from all responding departments, consultants, and agencies, along with the recommendation from the City of Stuart Development Department. In making a final determination on the proposed amendment, the Board shall consider the following standards of review:

- a. The existing land use pattern.

Staff Findings: The subject parcel is designated under the Commercial Planned Unit Development Zoning District and the Commercial Future Land Use category. The proposed amendment to the existing

COFFEE RUSH AT STUART LANDINGS I & II
MAJOR CPUD AMENDMENT

commercial development is consistent with the existing land use pattern for the surrounding area. The existing uses, zoning, and future land use designations for the adjacent properties are summarized in the table below:

ADJACENT USE, ZONING & FUTURE LAND USE:

Location		Zoning District	Future Land Use	Existing Use
Subject Property		CPUD: Commercial Planned Unit Development	Commercial	Burger King
Adjacent Parcels	North	CPUD: Commercial Planned Unit Development	Commercial	Mattress Firm, Aspen Dental, and Aldi Grocery
	South	CPUD: Commercial Planned Unit Development	Commercial	Burger King & Wal-Mart Supercenter
	East	RPUD: Residential Planned Unit Development	Multi-Family Residential	Trillium Townhomes
	West	CPUD: Commercial Planned Unit Development	Commercial	SE US1 Right-of-Way, Maserati, Infiniti, and Audi

Objective 1.A7 – Future Land Use Categories:

Commercial: Land uses and activities predominately connected with the sale, rental, and distribution of products or performance of professional and non-professional services. Includes retail sales, service establishments, business, professional and other offices, shopping centers, financial institutions, restaurants, entertainment, hotels, motels, and other temporary lodging. A limited amount of Multi-Family Residential and indoor industrial uses is allowed. Mixed-use projects are allowed. Also, public facilities and electric distribution substations are allowed.

The parcels situated to the south and west are designated by the Commercial Planned Unit Development (CPUD) zoning district and Commercial Future Land Use, including the Walmart CPUD and the Advantage Ford Dealership CPUD. The parcels situated north of the Stuart Landings I & II CPUD are designated by the Business General (B-2) zoning district and Commercial Future Land Use, and include the Wallace Hyundai, Mazda, and Genesis automotive dealerships. The development situated to the east of the Stuart Landings I & II CPUD is designated by the Residential Planned Unit Development (RPUD) zoning district and Multi-Family Residential Future Land Use, which is known as the Trillium Townhomes, a residential community.

- b. The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications.

Staff Findings: The requested Major CPUD Adjustment will retain an underlying zoning designation of Commercial Planned Unit Development, which is consistent with the adjacent development's situated to the south and west, as well as the parcels designated by the Business General zoning district to the north.

- c. The population density pattern of the area and the potential for increased load on public facilities, such as schools, utilities, and streets.

Staff Findings: The subject site is situated along SE Federal Highway, which is classified as a major arterial roadway and is owned and maintained by the Florida Department of Transportation (FDOT). This portion of the Federal Highway corridor includes commercial and industrial developments situated south of SE Indian Street, as well as three (3) recently approved multi-family developments including the Trillium RPUD (76-units) located on SE Miami Street, the Stuart-Springtree RPUD (270-units) located on SE Commerce Avenue, and the Harbor Grove RPUD (324-units) located approximately 3,600 feet south of the subject site on SE Federal Highway.

Utility Level of Service:

The subject site is located within Martin County's Urban Service Boundary (USB). Existing infrastructure is available for this development through the Martin County Utilities Department. Prior to submitting a permit with the City of Stuart Building/Permitting Department, the applicant will be required to have all utility plans reviewed and approved by the Martin County Utilities Department. All plans submitted to the City of Stuart Building/Permitting Department must include a stamp of approval from the Martin County Utilities Department.

Roadway Network Level of Service:

The City of Stuart transportation consultant has reviewed the submitted Traffic Impact Study, prepared by MacKenzie Engineering & Planning Inc., dated January 24, 2025. It is anticipated that the new proposed trip generation potential will result in a decrease from the previously approved amount. The proposed amendment to the CPUD will reduce the number of daily trips by 71 trips, with no changes to the A.M. peak hour trips (0 entering / 0 exiting), and a decrease in the number of P.M. peak hour trips by nine trips, with five fewer vehicles entering & five fewer vehicles exiting the site. Therefore, impacts on off-site intersections and roadways are not anticipated.

Description	Intensity (square feet)		
	Approved	Proposed	Change
Existing Aldi	31,275	17,837	-
Existing Retail A		8,750	-
Subtotal Retail	31,275	26,587	- 4,688
Existing Burger King Fast-Food Restaurant w/ Drive-Through	2,845	2,845	-
Future Fast-Food Restaurant w/ Drive-Through (No Indoor Seating)	-	388	388
Subtotal Fast-Food Restaurant w/ Drive-Through	2,845	3,233	+ 388

The new proposed intensities reduce trips during all time periods; therefore, Coffee Rush will continue to meet the conditions within the Concurrency Approval. The driveway trips decreased in the PM peak hour by four (4) trips and ten (10) daily trips; however, the driveway trips are increased during the AM peak hour by 28 visits.

A dedicated right-turn lane exists at the project's primary driveway off SE Federal Highway. Left and right-turn lanes exist on US 1 at Miami Avenue. Dedicated turn lanes at the driveway & Miami Avenue intersection are not needed or recommended because Miami Avenue is a low-speed and low-volume local roadway.

- d. The possible overloading of the city's sewage collection, treatment, and disposal facilities.

Staff Findings: The Martin County Utilities and Solid Waste Department currently provide water, wastewater, and potable water services to the existing development. Before submitting a site permit and/or building permit with the City of Stuart Building Department, the applicant must obtain approval for the utility plans from the Martin County Utilities & Solid Waste Department.

- e. The possible overloading of the city's drainage system.

Staff Findings: The preliminary drainage and civil engineering plans have been reviewed by the City of Stuart Engineer Consultant and the Public Works Department and were determined to comply with the minimum standards and requirements for stormwater management.

Martin County Utilities and Solid Waste Department has confirmed that adequate capacity for water, wastewater, and potable water is available to serve the infill development. Prior to submitting a site permit and/or building permit with the City of Stuart Building Department, the applicant must receive approval for the utility plans from the Martin County Utilities & Solid Waste Department.

- f. The existing classification boundaries in relation to existing conditions on the subject property.

Staff Findings: According to the conditions of approval provided under Ordinance No. 2313-2015, Phase I of the Stuart Landings CPUD was required to pay \$34,140 into the City of Stuart Tree Replacement Fund for the removal of the on-site vegetation. Additionally, Phase I was required to pay \$230,323.50 into the City of Stuart Environmental Trust Fund to mitigate impacts made to the on-site native upland preserve areas within Phase I. The \$34,140 Tree Replacement fee and \$230,323.50 native preserve area impact fee were paid to the City of Stuart by the property owner.

According to the conditions of approval provided under Ordinance No. 2384-2018, Phase II of the Stuart Landings CPUD was required to pay \$12,960 into the City of Stuart Tree Replacement Fund for the removal of the on-site vegetation. Furthermore, an amount of \$99,212.61 was required to be paid into the City's Environmental Trust Fund to mitigate the impacts made to on-site native upland preserve areas within Phase II. The \$12,960 Tree Replacement fee and \$99,212.61 native preserve area impact fee were paid to the City of Stuart by the property owner.

- g. The existence of changed or changing conditions that makes the passage of the proposed amendment necessary or appropriate.

Staff Findings: The proposed Coffee Rush development requires a Major CPUD Amendment to modify the Master Plan granted by the City Commission, via Ordinance No. 2384-2018, per Land Development

Code Section 11.01.10. The 2018 approval granted by the City Commission consisted of a 4,700-square-foot medical office building for MedExpress and a 2,845 square foot fast food restaurant for Burger King.

- h. The impact of the proposed amendment upon living conditions in the adjacent neighborhood.

Staff Findings: The type and intensity of the major amendment to the existing CPUD would not create an adverse impact on the adjacent neighborhoods.

- i. The impact of the amendment upon the flow of light and air to adjacent areas.

Staff Findings: The impact of the proposed rezoning would not create an adverse impact upon the glow of light and air to adjacent areas due to the conditions to be adhered to within the approved CPUD.

- j. The impact of the proposed amendment upon property values in the adjacent area.

Staff Findings: A Major Amendment to the CPUD is expected to increase property values in the surrounding area by introducing commercial uses, which generally result in higher property tax assessments for developed parcels.

- k. The impact of the proposed amendment upon improvement or development of adjacent property in accordance with existing regulations; and

Staff Findings: The proposed amendment is not anticipated to negatively impact the improvement or development of adjacent properties in accordance with existing regulations.

The amendment is compatible with the surrounding land use pattern and will not create conditions that restrict access, utilities, or infrastructure necessary for the development of nearby properties. Overall, the proposed amendment will not impede development potential or diminish property values in the surrounding area and is consistent with the intent of the CPUD to promote orderly and beneficial growth.

- l. The existence of other adequate sites in the city for the proposed land use classifications already permitting such use.

Staff Findings: The goal of the proposed amendment is to allow for uses that are in demand.

PROPOSED LAND DEVELOPMENT CODE DEVIATIONS

The applicant is requesting approval from the City Commission to deviate from the following Land Development Code requirements:

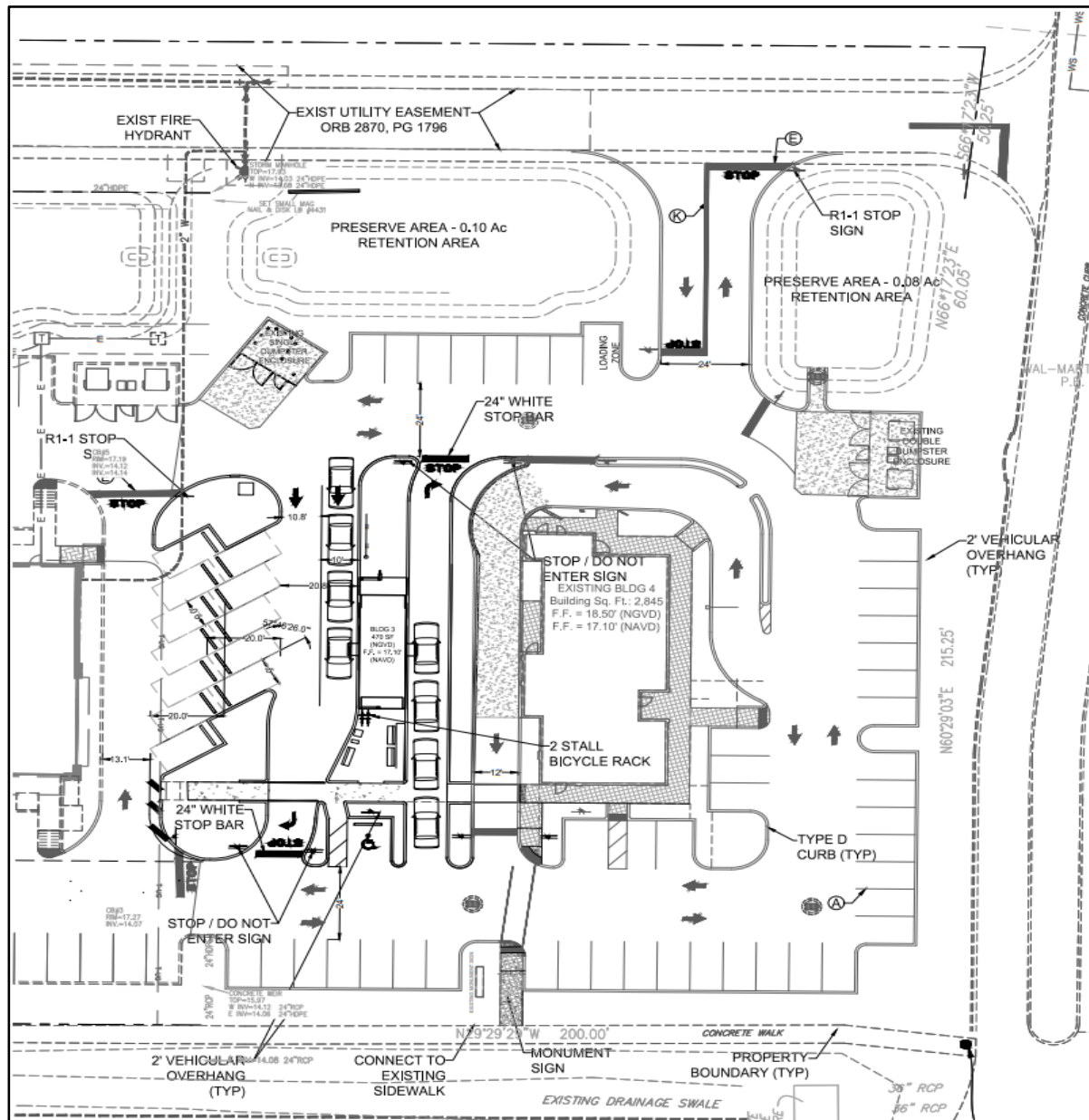
Code Section	Requirement	Deviation
LDC Section 6.01.07 – <i>Standards for Drive-Through Facilities</i>	Six (6) queuing spaces with a minimum dimension of 10 feet in width by 20 feet in length, as measured from the order box to the end of the queuing Lane, and four (4) queuing spaces provided, as measured from the pick-up window to the order box, providing a total of ten (10) queuing spaces. This applies to building 4 (Burger King).	Four (4) queuing spaces within each drive-through lane (total of eight queuing spaces), as measured from the order window to the end of the queuing lane. Each queuing space will measure 10 feet in width by 20 feet in length. This applies to Building #3 (Coffee Rush)

COFFEE RUSH AT STUART LANDINGS I & II
MAJOR CPUD AMENDMENT

CPUD MASTER PLAN:

The final Master Site Plan for Lot 3 of the Stuart Landings CPUD shows two convenience fast-food restaurants with drive-through facilities, vehicle access, parking, a designated loading zone, refuse collection areas, stormwater retention areas, native preservation zones, monument signage, and pedestrian pathways.

CPUD MASTER PLAN – RENDERING



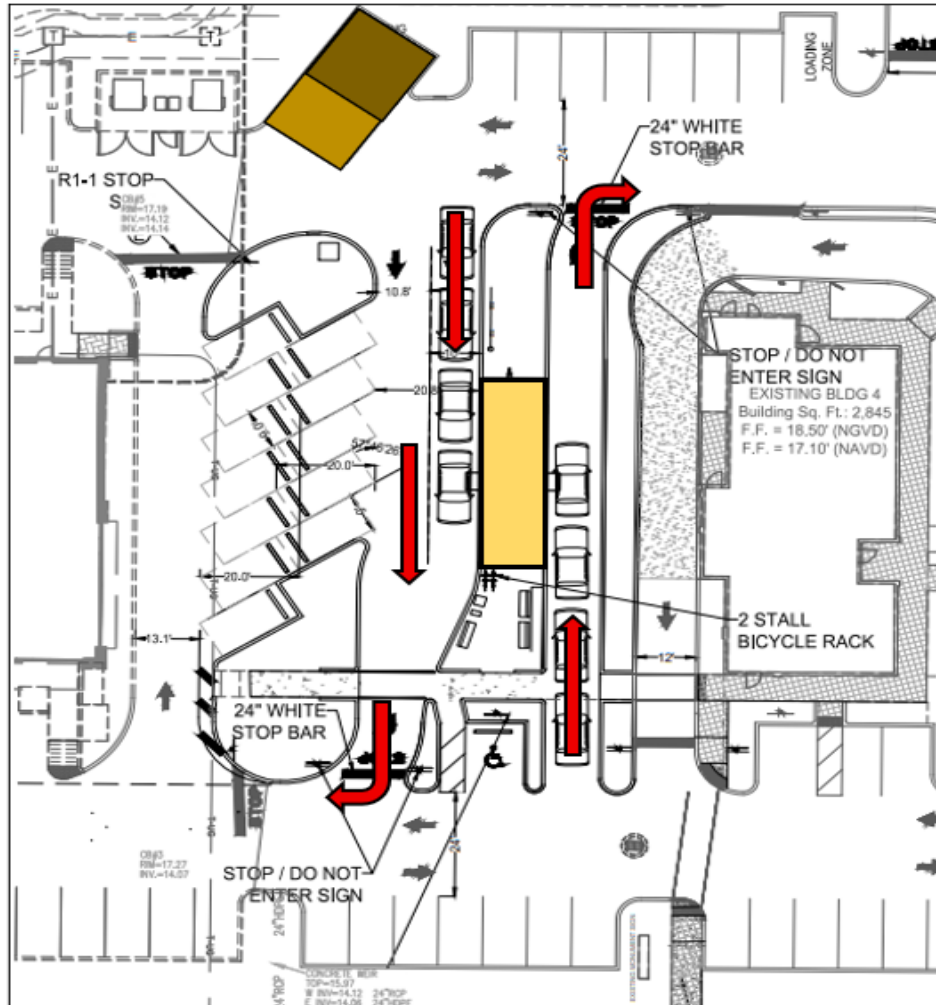


TABLE 6 – COMMERCIAL AREA, IMPERVIOUS, SETBACK, & HEIGHT REQUIREMENTS

STANDARD	B-2: BUSINESS GENERAL
Minimum Lot Area:	10,000 ft ²
Minimum Lot Width:	100 feet
Maximum Impervious Surface:	65%
Minimum Front Yard Setback:	30 feet
Minimum Side Yard Setback:	5 feet
Minimum Rear Yard Setback:	20 feet
Maximum Building Height:	45 feet
Maximum Stories:	4

The maximum permissible impervious surface coverage for the Business General Zoning District is 65%. The Major Amendment to Lot #3 of the Stuart Landings CPUD will allow a maximum impervious surface coverage of 70% (134,536 sq ft) and 30% (58,451 sq ft) of pervious/open space on the 4.43-acre site.

COFFEE RUSH AT STUART LANDINGS I & II
MAJOR CPUD AMENDMENT

According to Land Development Code Section 2.07.00(E)(3)(b), not less than 25% of the CPUD shall be open space, which may include native vegetation areas and landscape buffers between the site and adjacent property; however, other required landscaping, such as interior parking areas, shall not count towards the open space requirement. If less than 25% of the CPUD is comprised of native vegetation area, then all existing native vegetation area shall be maintained as part of the required open space.

PROPOSED SITE DATA CALCULATIONS			
SITE AREA	SQUARE FOOTAGE	ACRES	PERCENTAGE %
Lot #1 (Aldi)	81,887	1.88	42%
Lot #2 (Retail)	55,943	1.28	29%
Lot #3 (Burger King & Coffee Rush)	55,157	1.27	29%
Total:	192,987	4.43	100%
IMPERVIOUS AREA	SQUARE FEET	ACRES	PERCENTAGE %
Existing Building #1 (Aldi)	17,837	0.41	9%
Existing Building #2 (Retail)	8,750	0.20	5%
Existing Building #3 (Coffee Rush)	1,450	0.03	2%
Proposed Building #3 (Coffee Rush)	490	0.01	0%
Existing Building #4 (Burger King)	2,845	0.07	1%
Pavement Area	104,614	2.40	54%
Total:	134,536	3.09	70%
PERVIOUS AREA (OPEN SPACE)	SQUARE FEET	ACRES	PERCENTAGE %
Lot #1 & Lot #2 (Aldi & Retail)	40,711	0.93	30%
<i>Lot #3 – Existing (Burger King & Coffee Rush)</i>	<i>17,359</i>	<i>0.40</i>	<i>31%</i>
<i>Lot #3 – Proposed (Burger King & Coffee Rush)</i>	<i>17,7653</i>	<i>0.41</i>	<i>32%</i>
Total:	58,364	1.34	30%

Lot #3 of the Stuart Landings I & II CPUD will provide fifty-seven (57) parking spaces, including eight (8) ADA parking spaces, for the Burger King and Coffee Rush convenience restaurants. Both users will share a designated loading space situated near the preserve area located behind the site. Bicycle racks will also be provided adjacent to Coffee Rush.

ON-SITE PARKING CALCULATIONS (LOT#3 ONLY)			
USE	DESCRIPTION	REQUIRED	PROVIDED
Aldi	One space per 200 ft ² (GFA)	89	89
Retail	One space per 200 ft ² (GFA)	44	44
Coffee Rush	One space per 100 ft ² (GFA), plus one space per employee	9	21
Burger King	One space per 100 ft ² (GFA), plus one space per employee	36	36
Total Spaces		178	190
ADA Spaces		8	8
Coffee Rush Bicycle Racks (2 spaces per rack)		1	1
Loading Spaces (Shared)		1	1

VEHICULAR & PEDESTRIAN ACCESS:

A dedicated right-turn lane exists at the project's primary driveway off SE Federal Highway. Left and right-turn lanes exist on US 1 at Miami Avenue. Dedicated turn lanes at the driveway & Miami Avenue intersection are not needed or recommended because Miami Avenue is a low-speed and low-volume local roadway.

LEVEL OF SERVICE (LOS) ANALYSIS

The Level of Services (LOS) indicates that there will be no adverse effects on the established Level of Services (LOS) standards for water, wastewater, solid waste, public safety, stormwater, and traffic.

TRAFFIC:

The City of Stuart transportation consultant has reviewed the submitted Traffic Impact Study, prepared by MacKenzie Engineering & Planning Inc., dated January 24, 2025. It is anticipated that the new proposed trip generation potential will result in a decrease from the previously approved amount.

The proposed amendment to the CPUD will reduce the number of daily trips by 71 trips, with no changes to the A.M. peak hour trips (0 entering / 0 exiting), and a decrease in the number of P.M. peak hour trips by nine trips, with five fewer vehicles entering & five fewer vehicles exiting the site. Therefore, impacts on off-site intersections and roadways are not anticipated.

The new proposed intensities reduce trips during all time periods; therefore, Coffee Rush will continue to meet the conditions within the Concurrency Approval. The driveway trips decreased in the PM peak hour by four (4) trips and ten (10) daily trips; however, the driveway trips are increased during the AM peak hour by 28 visits.

A dedicated right-turn lane exists at the project's primary driveway off SE Federal Highway. Left and right-turn lanes exist on US 1 at Miami Avenue. Dedicated turn lanes at the driveway & Miami Avenue intersection are not needed or recommended because Miami Avenue is a low-speed and low-volume local roadway.

COFFEE RUSH AT STUART LANDINGS I & II
MAJOR CPUD AMENDMENT

Description	Intensity (square feet)		
	Approved	Proposed	Change
Existing Aldi	31,275	17,837	-
Existing Retail A		8,750	-
Subtotal Retail	31,275	26,587	- 4,688
Existing Burger King Fast-Food Restaurant w/ Drive-Through	2,845	2,845	-
Future Fast-Food Restaurant w/ Drive-Through (No Indoor Seating)	-	388	388
Subtotal Fast-Food Restaurant w/ Drive-Through	2,845	3,233	+ 388

PUBLIC SAFETY:

The City of Stuart Police Department and City of Stuart Fire Department will provide emergency services for development.

WATER & WASTEWATER:

The site is currently provided with water and wastewater services. Martin County Utilities and Solid Waste Department has confirmed that sufficient capacity is available for the proposed development. The owner will be responsible for constructing all necessary onsite infrastructure. Service will be contingent upon the execution of a service agreement with the Martin County Utilities & Solid Waste Department and the payment of the appropriate fees.

SOLID WASTE:

Negative impacts on the capacity of solid waste services are not anticipated from the proposed development. The City of Stuart will continue to provide solid waste and recycling services to the site.

DRAINAGE:

On-site Runoff: The on-site runoff will be managed through the on-site preserve retention area located at the rear of the site before existing to the master stormwater system.

Offsite Discharge: The system discharge will be designed for the 25-year/3-day storm, and building elevations will exceed the 100-year/3-day storm requirements, as per the South Florida Water Management District (SFWMD) permit. The development will need to obtain site permits from the City of Stuart and the SFWMD.

CONSISTENCY WITH THE CITY OF STUART COMPREHENSIVE PLAN

The proposed development is consistent with the following Goals, Objectives, and Policies of the City of Stuart Comprehensive Plan:

Policy 2.A7.15: *All commercial developments shall be designed to provide safe opportunities for alternative modes of transportation by connecting with existing and future pedestrian and bicycle pathways within the City and the County, and to provide safe passage from public right-of-way to the building or project, between projects, and between alternative modes of transportation.*

Policy 11.A1.5: *The city will encourage new commercial and industrial development.*

PUBLIC HEARING NOTIFICATION:

On October 20, 2025, the applicant notified 36 property owners located within 300 feet of the subject parcel. One (1) public notification sign detailing the Local Planning Agency (LPA).

LOCAL PLANNING AGENCY:

On November 13, 2025, the Local Planning Agency recommended the proposed project with the condition to modify the main building base color to a mute color. The LPA voted 4-1.

STAFF RECOMMENDATION:

The staff has reviewed the proposed IPUD Rezone Map Amendment and determined that it conforms to the Standards of Review outlined in Land Development Code Section 11.01.09 and finds the request consistent with the Comprehensive Plan Goals, Objectives, and Policies; therefore, the Development Department recommends approval of Ordinance 2545-2026 for Coffee Rush at Stuart Landings I & II CPUD.

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

AFFIDAVIT ATTESTING TO NOTIFICATION

Jason Gunther, being duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described properties, which constitute the location for which notification is required:

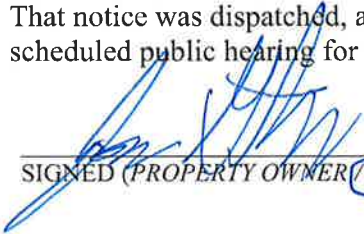
Parcel I.D. Number: 38-38-41-027-000-00030-0

That a copy of the notice was sent by regular U.S. Mail on October 20th, 2025, sent out by Thomas Engineering to the property owners located within 300 feet of the subject parcel; and

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

That a photograph demonstrating the placement of the notification signs be incorporated into this Affidavit.

That notice was dispatched, and the property was duly posted fifteen (15) days prior to the scheduled public hearing for these items.



SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF MARTIN

Sworn and subscribed before me by means of X physical presence or _____ online notarization, this 27th day of October, 2025,

By

Jason Gunther

Personally Known OR Produced Identification

XXXX

Type of Identification Produced:

Notary Public, State of FL
(Notary Seal)

My Commission expires: April 9, 2029







NOTICE OF PUBLIC HEARING

REQUEST FOR A MAJOR AMENDMENT TO LOT NO. 3
OF THE STUART LANDINGS I & II CPUD

Parcel I.D.: 38-38-41-027-000-00030-0

A Major Amendment to the Stuart Landings I & II CPUD Master
Plan for Lot No. 3 to accommodate a 470-square foot
restaurant with two drive-throughs and walk-up service.

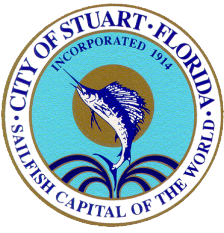
STUART LOCAL PLANNING AGENCY (LPA)
Thursday, November 13, 2025, AT 5:30 PM

STUART CITY COMMISSION

1st Reading – To Be Determined, 2025, AT 4:00 PM
2nd Reading – To Be Determined, 2025, AT 5:30 PM

STUART CITY HALL 121 SW FLAGLER AVE. 722-288-5326 8:30 AM - 5:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION





Notice to Surrounding Property Owners

Public Hearing Before: Local Planning Agency

Property Owner: Jeffrey Williams – DKC Stuart Landings 2, LLC

Applicant: Ron Yost – Coffee Rush, Inc

Representative Agent: Jason Gunther – Thomas Engineering Group, LLC

Parcel I.D. Number: 38-38-41-027-000-00030-0

Parcel Address: 3991 SE Federal Highway, Stuart, Florida

Proposed Request: The applicant is requesting a Major Amendment to the Stuart Landings I & II CPUD for modifications to the Master Plan for Lot #3 to accommodate a 470-square foot restaurant with walk-up service only and dual drive-through facilities, situated north of the existing Burger King fast-food restaurant.

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the Local Planning Agency (LPA) on **Thursday, November 13, 2025, beginning at 5:30 PM**, to consider the above request.

The public hearing will take place in the City of Stuart Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

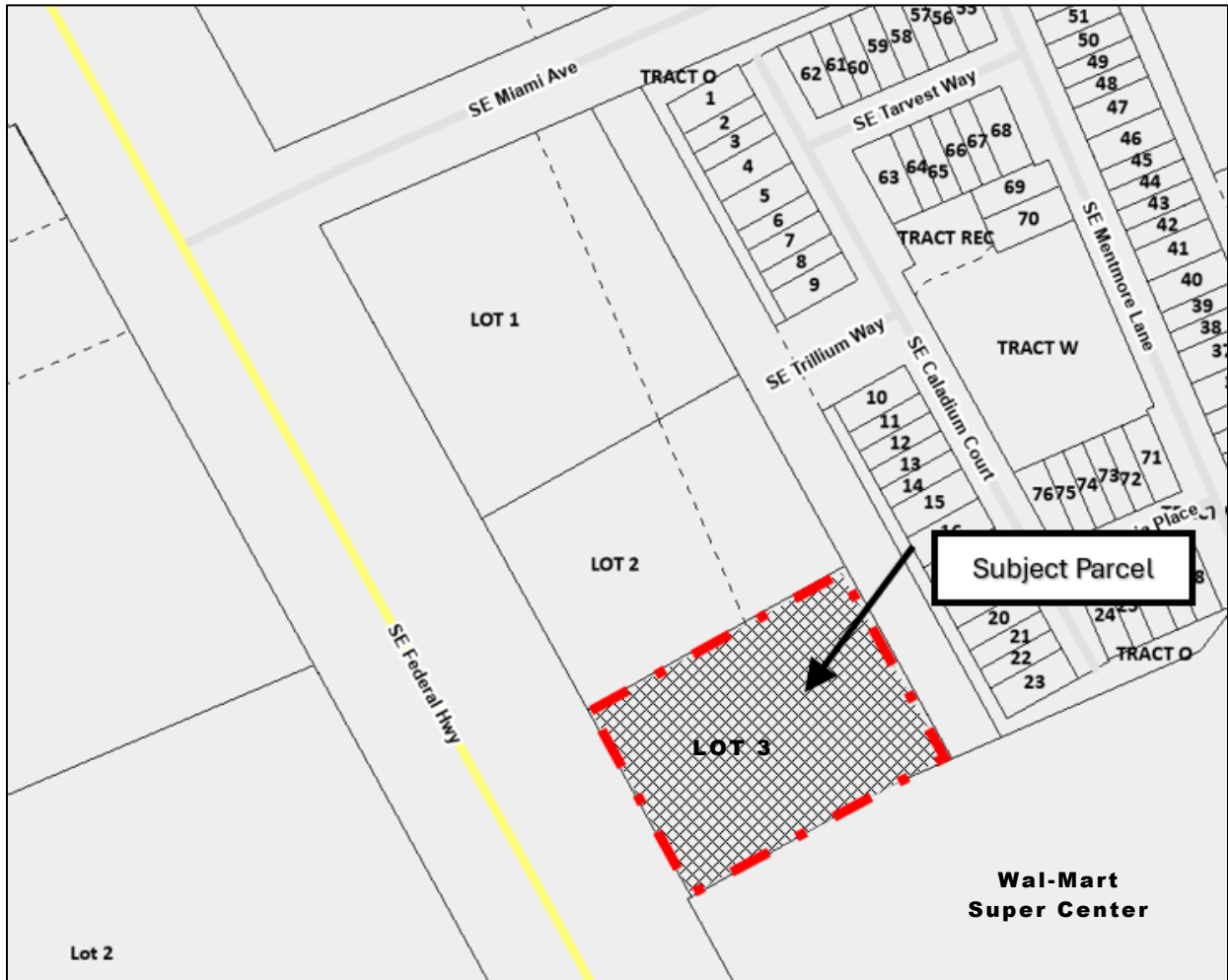
All interested parties and citizens may appear and be heard as to any matters pertinent to the request. A copy of the application and development documents is available for inspection at the Office of the Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, contact Jodi Kugler, Development Director at (772) 288-5328 or by email at jnentwick@stuartfl.gov.

Sincerely,

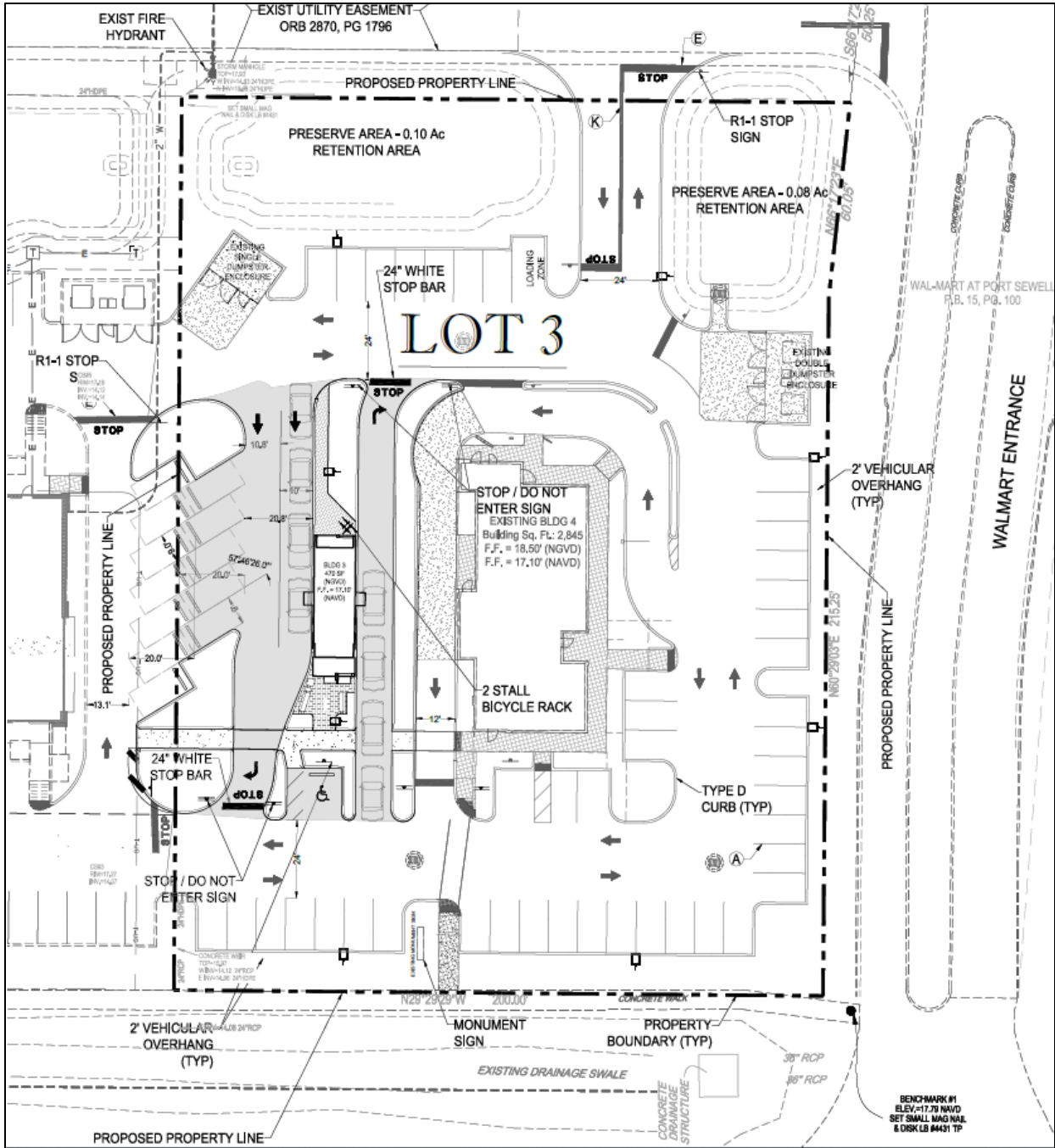
Jodi Kugler

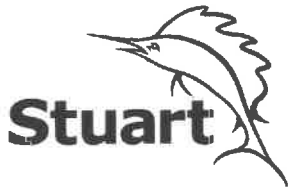
Jodi Kugler
Development Director

Location Map



Proposed Site layout





City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: KM
Reviewed by: KM
RECEIVED
JAN 14 2025
By: KM

Planned Unit Development (PUD) Amendment Application

Project ID# P25010005
(Staff Entry)

Pre-App Conference Date: <u>12-13-23</u>	Application Date:
---	-------------------

SITE INFORMATION

Project Name: Coffee Rush - Stuart Landings Phase II	Parcel ID#: 38-38-41-027-000-00030-0
Site Address: 3991 SE Federal Highway, Stuart, FL	
Subdivision:	Lot(s): 3
Site Acreage: 1.26	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable): Stuart	
Proposed Zoning District / CRA Subdistrict (if applicable):	
Current Comprehensive Plan Future Land Use Designation:	
Proposed Comprehensive Plan Future Land Use Designation:	
Existing Land Use: Vacant Commercial	Proposed Land Use: Commercial
Proposed Square Footage (if applicable): 388	Proposed Density (if applicable):

PETITIONER INFORMATION

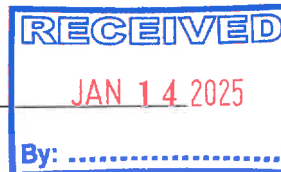
Property Owner: Jeffrey Williams / DKC Stuart Landings 2 LLC	Phone Number / Email Address: 954-354-8296
Property Owner's Mailing Address: 431 Fairway Drive, Suite 201 - Deerfield Beach, FL 33411	
Applicant (if not Owner): Coffee Rush Inc	Phone Number / Email Address: 503.970.4964 / ronyost@coffeerush.net
Applicant's Mailing Address: 2315 Falcon Drive, West Linn, OR 97068	
Agent/Contact Person: Jason Gunther	Phone Number / Email Address: 772-888-3138 / jgunther@thomaseg.com
Agent's Mailing Address: 840 SE Osceola Street, Stuart, FL 34994	
Architect:	Engineer: Jason Gunther / Thomas Engineering Group LLC
Planner:	Landscape Architect:

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Jeffrey Williams

Who, being by me first duly sworn, on oath deposed and says:



1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Minor Amendment to PUD in the City of Stuart, FL.
3. That he/she has appointed Jason Gunther to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: DKC Stuart Landings 2 LLC

[Signature]
Signature of Owner:

431 Fairway Drive, Suite 201,

Street Address

P.O. Box

954-354-8296

Telephone Number

jwilliams@konoversouth.com
Email Address:

Jeffrey Williams, EXECUTIVE VICE PRESIDENT

By: Name/Title

Deerfield Beach, FL 33441

City, State, Zip Code

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Broward

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

13th day of January, 2025 By Jeffrey Williams

Personally Known OR Produced Identification

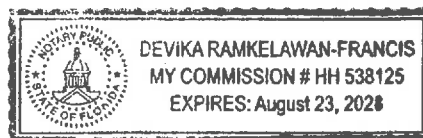
Type of Identification Produced:

Devika R Francis

Notary Public

My Commission expires:

08/23/2028



Financial Responsibility Form

(Please Print or Type)

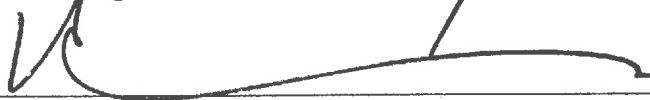
The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will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

Name: Ron Yost
Title: President
Company: Coffee Rush, Inc.
Company Address: 2315 Falcon Drive

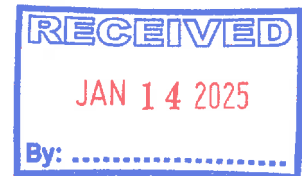
City/State/Zip Code: 97068
Telephone Number: 503.970.4964
Facsimile Number:
Email Address (optional): ronyost@coffeerush.net

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

1. Signed this 6th day of January, 2025.



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



Application Requirements

RECEIVED

JAN 14 2025

By:

Fees:

- ☐ Major PUD Amendment - \$3,195.00; or
- ☒ Minor PUD Amendment: \$2,130.00; or
- ☐ PUD Agreement Amendment (text change only): \$1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

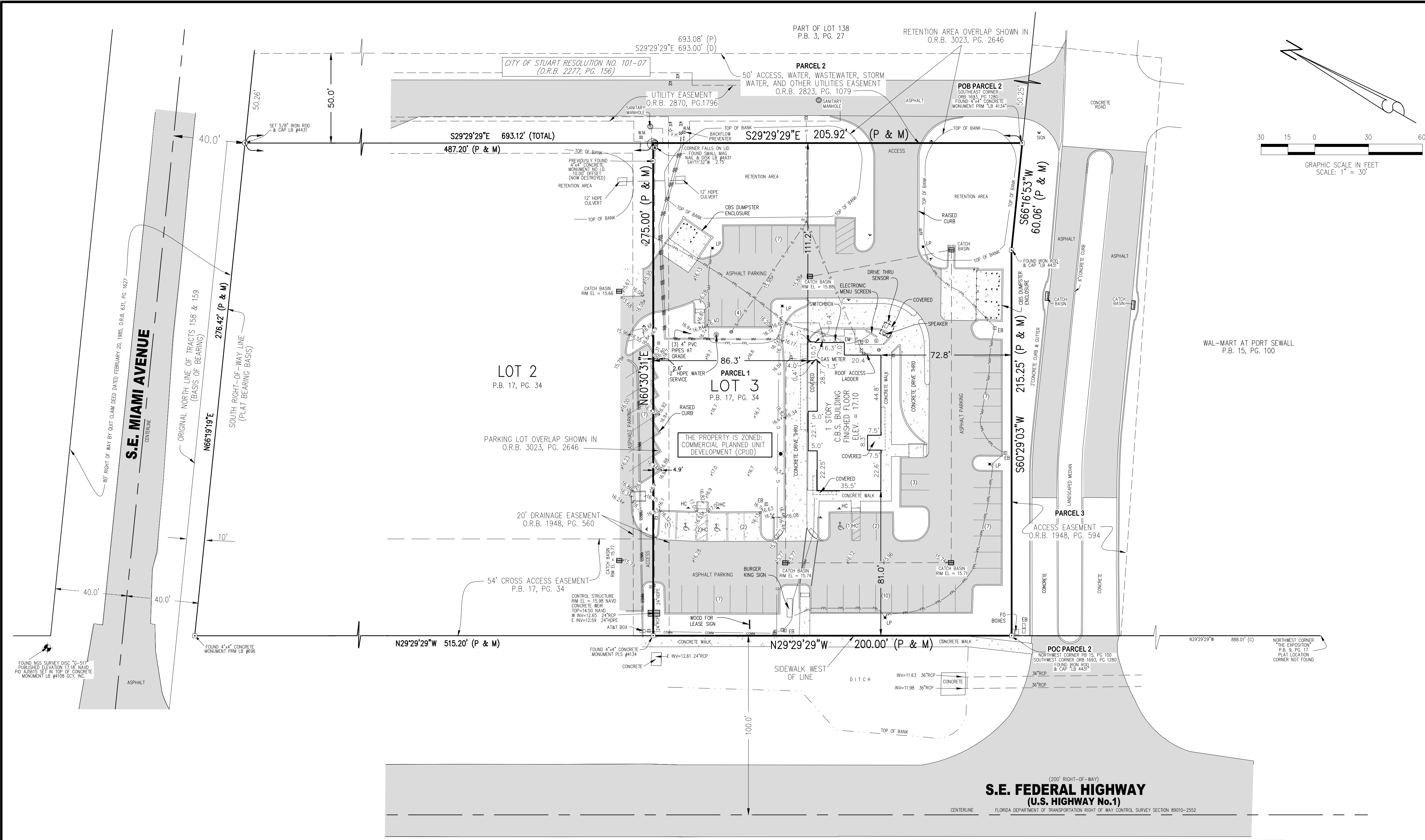
(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:
(a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
(b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)



PROPERTY DESCRIPTION

PARCEL 1:
LOT 3, OF STUART LANDINGS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 34, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN OFFICIAL RECORD BOOK 2823, PAGE 1079, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 158 AND 159, ACCORDING TO THE PLAT OF PORT SEWELL, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF (PALM BEACH) NOW MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PLAT OF WAL-MART AT PORT SEWELL AS RECORDED IN PLAT BOOK 15, PAGE 100, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CONTROL SURVEY SECTION 89010-2552. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1693, PAGE 1280 OF SAID PUBLIC RECORDS OF MARTIN COUNTY FLORIDA; THENCE ALONG THE NORTH LINE OF SAID PLAT BOOK 15, PAGE 100, NORTH 60°29'03" EAST, A DISTANCE OF 215.25 FEET; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 66°16'53" EAST, A DISTANCE OF 60.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1693, PAGE 1280 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE DEPARTING SAID NORTH LINE OF PLAT BOOK 15, PAGE 100 ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1693, PAGE 1280 AND ITS NORTHERLY PROLONGATION, NORTH 29°29'29" WEST, A DISTANCE OF 693.12 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF SOUTHEAST MIAMI AVENUE BEING AN 80 FOOT RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORD BOOK 631, PAGE 1627, SAID PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 66°19'19" EAST, A DISTANCE OF 50.26 FEET TO A POINT ON A LINE PARALLEL WITH, AND 50.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF OFFICIAL RECORD BOOK 1693, PAGE 1280 AND ITS NORTHERLY PROLONGATION; THENCE ALONG SAID PARALLEL LINE, SOUTH 29°29'29" EAST, A DISTANCE OF 693.00 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF PLAT BOOK 15, PAGE 100; THENCE ALONG SAID NORTH LINE, SOUTH 66°16'53" WEST, A DISTANCE OF 50.25 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

PARCEL 3:
EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN ACCESS AGREEMENT, RECORDED IN BOOK 1948, PAGE 594, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CERTIFICATION:

- (1) THIS SURVEY WAS ACTUALLY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (LOT 3, STUART LANDINGS), WHICH LEGAL DESCRIPTION IS CORRECT, COMPLETE AND ACCURATE.
- (2) THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ALL RESPECTS AND ACCURATELY SHOWS THE SQUARE FOOTAGE AND LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS, THE NUMBER AND LAYOUT OF ALL PARKING SPACES, LOADING DOCKS AND OTHER FACILITIES AND THE LOCATION OF ALL WATER BODIES, LOT LINES AND MONUMENTS, THE SIZE, DIMENSIONS AND LOCATIONS OF ALL OF THE BOUNDARIES OF THE PROPERTY, BUILDINGS AND OTHER IMPROVEMENTS, RECORDED AND VISIBLE.
- (3) THIS SURVEY ACCURATELY DEPICTS AND REFLECTS ALL MATTERS SET FORTH IN THAT CERTAIN ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 110073840; THERE ARE NO VISIBLE ENCROACHMENTS UPON ADJOINING PREMISES, STREETS OR ALLEYS OR RIGHTS OF WAY BY ANY OF THE BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS ON THE PROPERTY AND NO ENCROACHMENTS ON THE PROPERTY BY BUILDINGS, STRUCTURES OR IMPROVEMENTS SITUATED ON ADJOINING PREMISES, ABOVE GROUND VISIBLE IMPROVEMENTS, AND BELOW GROUND UTILITIES (FLAGGED BY DIG SAFE FIRST) WHICH CROSS OR MAY ENCROACH INTO EASEMENTS ARE SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- (4) THERE ARE NO OVERLAPS, GAPS, GORES OR HIATUS IN THE PARCEL COMPRISING THE PROPERTY.
- (5) ACCESS TO AND FROM THE PROPERTY FOR INGRESS AND EGRESS IS VIA ACCESS EASEMENTS RECORDED IN O.R.B. 1948, PG. 594 AND O.R.B. 2823, PG. 1079 WHICH CONNECT TO S.E. MIAMI AVENUE AND S.E. FEDERAL HIGHWAY, AND VIA THAT CROSS ACCESS EASEMENT RECORDED IN P.B. 17, PAGE 34 WHICH CONNECTS TO S.E. FEDERAL HIGHWAY.
- (6) WATER SERVICE, STORM SEWER, SANITARY SEWER FACILITIES, TELEPHONE AND ELECTRIC SERVICES ARE AVAILABLE TO THE PROPERTY IN THE LOCATIONS INDICATED HEREON.
- (7) THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE.
PREPARED FOR: DKC STUART LANDINGS 2, LLC
COFFEY RUSH, INC.
- (8) © COPYRIGHT 2025 BY LIDBERG LAND SURVEYING, INC.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPEAT COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL, OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.

LIDBERG LAND SURVEYING, INC.

Kenneth J. Buchanan
Professional Surveyor and Mapper
Florida Certificate No. 7202

DATE OF SURVEY: FEBRUARY 3, 2025

BY: KENNETH J. BUCHANAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7202

SURVEY REPORT

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS SURVEY IS AN EXISTING CONDITION SURVEY OF THE PROPERTY AND TOPOGRAPHIC SURVEY OF THE OPEN AREA TO THE WEST OF THE EXISTING BUSINESS FOR THE PROPOSED COFFEE RUSH BUILDING WITHIN THE STUART LANDING II CPUD.
2. SURVEY BASED ON THE PLAT OF STUART LANDINGS, AND WAL-MART AT PORT SEWELL.
3. LEGAL DESCRIPTION PER TITLE.
4. FIELD MEASURED BEARINGS SHOWN HEREON DESIGNATED AS (M) ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM - NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT; THE SOUTH RIGHT OF WAY LINE OF S.E. MIAMI STREET BEARS NORTH 66°19'19" EAST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD), PER FLOOD INSURANCE RATE MAP NO. 12085C0161H DATED FEBRUARY 19, 2020. NO SEARCH FOR ANY MAP AMENDMENTS OR REVISIONS HAS BEEN MADE BY THIS OFFICE.
6. TOTAL AREA = 55,160 SQUARE FEET / 1.266 ACRES, MORE OR LESS.
7. EASEMENTS AND/OR RESTRICTIONS SHOWN ON THIS SURVEY PER FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO.: 110073840, DATED AUGUST 28, 2023 AT 8:00 AM.
8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1" IN 7,500'.
9. ELEVATIONS SHOWN ARE BASED ON NGS "G-517" SURVEY DISK IN N.A.D. OF 1988. BENCHMARKS SET OR FOUND FOR THIS SURVEY ARE NOTED ON THE SKETCH. NOTE, TO CONVERT FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) ADD 1.47 FEET.
10. A ZONING REPORT OR OTHER APPROPRIATE DOCUMENTATION WILL NEED TO BE PROVIDED IN ORDER TO SHOW ANY SETBACK LINES WHICH MAY AFFECT THE PROPERTY.
11. DATA SHOWN HEREON WAS COLLECTED WITH THE AID OF A TOPCON GPS RECEIVER AND TOPCON TOTAL STATION. THE GPS RECEIVER USING THE LENGEMANN OF FLORIDA, INC. L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (SPCS 83 - 2007). SAID NETWORK IS CERTIFIED TO MEET OR EXCEED THE FEDERAL GEODETIC CONTROL COMMITTEE GUIDELINES FOR "GEOMETRIC CONTROL STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITION TECHNIQUES" AS WELL AS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17 WITH HORIZONTAL ACCURACIES OF LESS THAN 0.05' AND VERTICAL ACCURACIES OF LESS THAN 0.10'.
12. THE SURVEY IS BASED ON THE RECORDED PLATS AND THE EXISTING MONUMENTS FOUND TO SUPPORT THE PHYSICAL LOCATION OF THE RECORDED PLATS AND DEEDS ON THE GROUND.

PARKING SPACE COUNT
REGULAR PARKING SPACES: 50
HANDICAP PARKING SPACES: 3

ABBREVIATIONS:	
(C)	= CALCULATED FROM FIELD DATA
C.B.S.	= CONCRETE BLOCK STRUCTURE
C.M.B.	= COMMISSIONER'S MINUTES BOOK
DMH	= DRAINAGE MANHOLE
CON	= CONCRETE
(D)	= DEED
EB	= ELECTRIC BOX
EL	= ELEVATION
EM	= ELECTRIC METER
F.H.	= FIRE HYDRANT
FND	= FOUND
F.P.L.	= FLORIDA POWER & LIGHT
HC	= HIGHWAY
HPLS	= HIGH DENSITY POLYETHYLENE
IRV	= IRRIGATION CONTROL VALVE
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CONSTRUCTION DRAWINGS FOR:
COFFEE RUSH
STUART LANDINGS
CITY OF STUART
MARTIN COUNTY, FL
SECTION 38, TOWNSHIP 38 S, RANGE 41 E
FOR
DKC Stuart Landings 2, LLC

VICINITY \ AERIAL MAP

SCALE: 1"=1000'



PROJECT TEAM

APPLICANT:
KONOVER SOUTH
431 FAIRWAY DRIVE, SUITE 201
DEERFIELD BEACH, FL 33441
945.354.8282
CONTACT: AGUSTIN AMARO

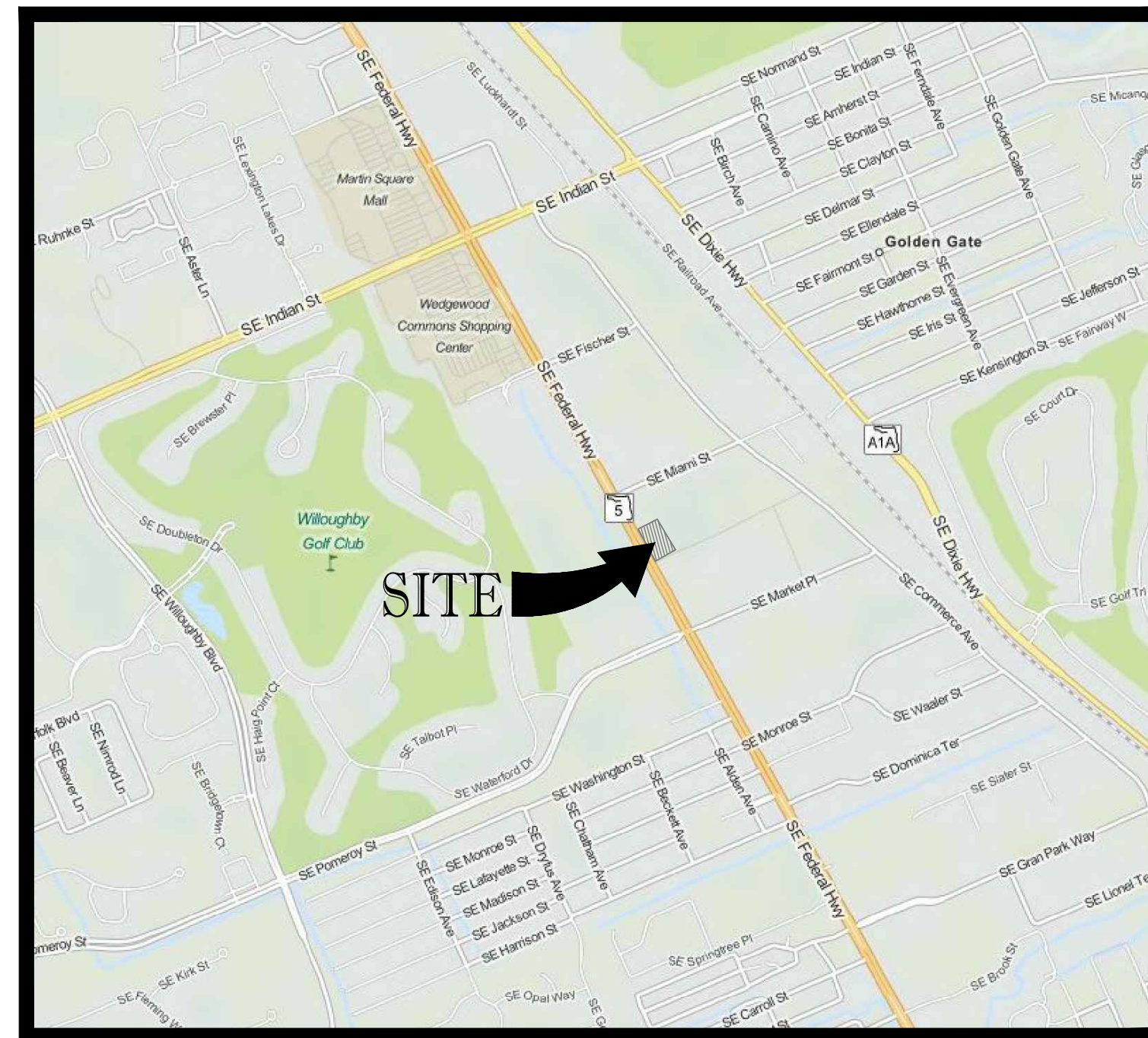
LANDSCAPE ARCHITECT:
LAND ARCHITECTS INC.
1015 SHADDELEE LN E
FORT MYERS, FL 33919
239.334.9144 EXT 101
CONTACT: WILLIAM E. PRYSI

ENGINEER:
THOMAS ENGINEERING GROUP
840 SE OSCEOLA ST
STUART, FL 34994
772.888.3138
CONTACT: BRANDON ULMER

SURVEYOR:
LIDBERG LAND SURVEYING, INC.
675 WEST INDIANTOWN ROAD, SUITE 200
JUPITER, FL 33458
561.746.8454

LOCATION MAP

SCALE: 1" = 1500



SHEET INDEX

PLANS BY THOMAS ENGINEERING GROUP:

COVER SHEET	C-01
GENERAL NOTES	C-02
DEMOLITION PLAN	C-03
OVERALL SITE PLAN	C-04
SITE PLAN	C-05
SITE DETAILS	C-06
EROSION CONTROL PLAN	C-07
PAVING, GRADING, AND DRAINAGE PLAN	C-08
PAVING, GRADING, AND DRAINAGE DETAILS	C-09
CROSS SECTIONS	C-10
VEHICLE ROUTES	C-11
UTILITY PLAN	C-12
UTILITY DETAILS	C-13

PROPERTY DESCRIPTION

LOT 3, ACCORDING TO THE PLAT OF STUART LANDINGS, RECORDED IN PLAT
BOOK 17, PAGE 34, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

PREPARED BY



840 SE OSCEOLA ST
STUART, FL. 34994

ALL ELEVATIONS ARE BASED ON NATIONAL
GEODETIC VERTICAL DATUM OF 1988 (NAVD1988)

[illegible]

PROJECT No.:	FJ230022
DRAWN BY:	MJL
CHECKED BY:	JMG
DATE:	5/17/18
CAD I.D.:	FJ230022-COVER

PROJECT:

**COFFEE RUSH
STUART LANDINGS**

FOR

**DKC Stuart
Landings 2, LLC**

CITY OF STUART
FLORIDA



840 SE OSCEOLA ST
STUART, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com



SHEET TITLE:	
COVER SHEET	
SHEET NUMBER:	
C-01	

GENERAL NOTES

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

- THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:
ALTA/CSM LAND TITLE SURVEY - BY LIDBERG LAND SURVEY, INC. DATED 2-11-15.

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE.

- ALL HANDICAPPED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. SEC. 12101 ET SEQ. AND 42 U.S.C. SEC. 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

- THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

- THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

- ALTA/CSM LAND TITLE SURVEY, INC., PREPARED BY: BY LIDBERG LAND SURVEY DATED 2-11-15 SHALL BE CONSIDERED A PART OF THESE PLANS.

- THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING GROUP BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING GROUP IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

- ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

- DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

- THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

- THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, ETC. WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.

- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY SHALL RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE EXISTING CONDITIONS, AND IN CONFORMANCE WITH APPLICABLE CODES. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

- ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

- THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

- THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

- ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (GGL). ALL CONTRACTORS MUST HAVE THEIR GGL POLICIES ENDORSED TO NAME THOMAS ENGINEERING GROUP, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH THOMAS ENGINEERING GROUP WITH CERTIFICATIONS OF INSURANCE COVERAGE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THOMAS ENGINEERING GROUP AND ITS SUB-CONSULTANTS FROM AND AGAINST ALL CLAIMS OR SUITS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WORK CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

- THOMAS ENGINEERING GROUP WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR'S SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS.

- COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THOMAS ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT THOMAS ENGINEERING GROUP HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THOMAS ENGINEERING GROUP WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION. IN WRITING, BY THE CONTRACTOR. THOMAS ENGINEERING GROUP WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

D. TESTING:

- AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
- AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST. UPON AGENCY AND THE ENGINEER.
- MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.

- SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED AND ALL LINES SHALL BE T.V. INSPECTED.

- SANITARY SEWER SHALL BE TELEVIEWED AND LAMPED AT DEVELOPER'S EXPENSE, PRIOR TO FINAL ACCEPTANCE. OWNER / CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO CERTIFICATION TO ANY AGENCY.

- VISIBLE INFILTRATION LEAKAGE INTO MANHOLES AND SEWER PIPE SHALL NOT BE PERMITTED.

WATER DISTRIBUTION AND/OR SANITARY SEWER FORCE MAIN SYSTEM

A. GENERAL:

- NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO MARTIN COUNTY UTILITY AUTHORITY.

- BEDDING AND INITIAL BACKFILL FOR MAINS SHALL BE SAND WITH NO ROCKS LARGER THAN 1" IN DIAMETER

- USE "DETECTO" TAPE ON ALL PVC MAINS (18" ABOVE), AND USE "NON-DETECTO" TAPE ON ALL D.I.P. MAINS (18" ABOVE).

- A THREE (3) FOOT HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATER MAINS AND OBSTRUCTIONS (I.E. CATCH BASINS, POWER POLES, ETC.). FIVE (5) FOOT OF SEPARATION IS REQUIRED BETWEEN WATER MAINS AND TREES.

B. MATERIALS:

- DUCTILE IRON PIPE (DIP) SHALL BE CLASS 52 UP TO 12" SIZE & CLASS 51 FOR 14" AND LARGER WITH INTERIOR CEMENT LINING AND BITUMINOUS COATED OUTSIDE. WATER MAIN & EPOXY LINED AND STRENGTHENED FORCE MAIN MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-91 OR LATEST REVISION. THE PIPE SHALL WITHSTAND A WORKING PRESSURE OF 350 PSI. THE JOINTS SHALL BE BELL AND SPIGOT PUSH-ON TYPE UNLESS OTHERWISE NOTED ON THE PLANS.

- ALL PVC MAINS SHALL BE SERIES 1120, CLASS 150 (DR 18) PRESSURE PIPE CONFORMING TO ANSI/AWWA C900-89 OR LATEST REVISION, AND SHALL HAVE PUSH-ON JOINTS, AND IRON PIPE O.D. (PVC ON-SITE ONLY)

- FITTINGS FOR MAINS 4" AND LARGER SHALL BE DUCTILE IRON MECHANICAL JOINT CONFORMING TO ANSI/AWWA C110/A21.10-93 OR LATEST REVISION, COMPLETE WITH GLANDS, KEYS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CEMENT LINED AND SEAL COATED WITH THE SAME MATERIALS AS THE PIPE & USE MEGALUG SERIES 1100 RESTRAINED JOINT ADAPTERS.

- VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZE LINED NON-RISING STEM, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-87 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.

- GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2360-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN 500/2500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C509-87.

- TAPPING VALVES SHALL BE MUELLER H687 OR APPROVED EQUAL.

- GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS, NO SUBSTITUTIONS ALLOWED.

- TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL PER MARTIN COUNTY.

- VALVE BOXES SHALL BE TYLER/UNION 461-S OR APPROVED EQUAL PER MARTIN COUNTY UTILITY AUTHORITY.

- RETAINER GLANDS SHALL CONFORM TO ANSI/AWWA C111/A21.11-90 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1058 OR STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.

- DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.

- FIRE HYDRANTS SHALL HAVE A 5/4" MAIN FLANGE OPENING. PUMPER NOZZLE TO BE 1/2" FROM FINISH GRADE, ALL HYDRANTS TO BE INSTALLED WITH ANCHORING TEE AND CONTROL VALVE. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-85 (OR LATEST REVISION). HYDRANTS SHALL BE KENNEDY GUARDIAN K-611T OR APPROVED EQUAL. BLUE REFLECTIVE PAVEMENT MARKER REQUIRED IN CENTER OF NEAREST DRIVING LANE FOR FIRE HYDRANTS.

C. SERVICE CONNECTION:

- CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-82 WITH THREADED ENDS, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.

- CURB STOPS SHALL BE MUELLER OR APPROVED EQUAL.

- METER STOPS SHALL BE 90° LOCK WING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "O" RING SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.

- SERVICE PIPING SHALL BE TYPE "K" DRAWN COPPER.

D. INSTALLATION:

- GENERAL: CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE BY USING ONE OF THE FOLLOWING METHODS:

- METHOD A PER MARTIN COUNTY UTILITY DEPARTMENT STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN AND THE NEW ONE.

- METHOD B PER MARTIN COUNTY UTILITY DEPARTMENT STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING TWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.

- METHOD C APPROVED BY MARTIN COUNTY UTILITY DEPARTMENT, WHICH INVOLVES A TAP WITH ONE GATE VALVE REQUIRING DISINFECTION OF THE NEW SYSTEM PRIOR TO CONDUCTING THE PRESSURE TEST.

BEDDING:

- BEDDING AND INITIAL BACKFILL (12 INCHES ABOVE GRADE) FOR ALL PIPE SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4" WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF MARTIN COUNTY UTILITY AUTHORITY. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.

- CONNECTION OF SERVICES TO BUILDINGS' PLUMBING SHALL BE COORDINATED WITH THE CITY'S BUILDING AND ZONING DEPARTMENT. PLUMBING SECTION.

3. PVC PIPE:

- PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATION'S GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEMS.

- PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER

- DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" ABOVE THE PIPE, COLOR SIDE UP.

4. DUCTILE PIPE:

- D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION.

- D.I.P. SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER.

- "NON-DETECTOR" TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL D.I.P. MAINS APPROXIMATELY 18" ABOVE THE MAIN COLOR SIDE UP

5. VALVES:

- ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" OR "SEWER" CAST IN THE COVER, A BRASS DISK INDICATING, SIZE, TYPE, KIND & OPERATOR INSTRUCTIONS SHALL BE INSTALLED ADJACENT TO VALVE BOX.

- MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE.

- MAIN VALVES SHALL BE INSTALLED AWAY FROM PARKING AREAS. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO AVOID THE PARKING OF VEHICLES OVER THE VALVES. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN AS POSSIBLE. VALVES LOCATED IN NON-PAVED AREAS OR IN PARKING AREAS SHALL BE PROTECTED BY A WHITE PAINTED MARKER ON THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT. WHITE REFLECTORS FOR THE WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES. GREEN REFLECTORS FOR THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12 INCHES AND A MAXIMUM OF 18 INCHES.

6. SERVICE:

- COVER OVER SERVICE LINES SHALL BE 18" MINIMUM, 36" MAXIMUM BELOW FINISHED GRADE AND 36" UNDER PAVEMENT.

- SERVICES UP TO 2" SHALL BE TYPE "K" COPPER PER MARTIN COUNTY.

- METER STOPS SHALL HAVE 8" TO 10" COVER AS REQUIRED FOR PROPER METER/BOX INSTALLATION.

- WATER SERVICES UNDER PAVEMENT SHALL BE ENCASED IN A SCHEDULE 80 PVC SLEEVE FOR THE FULL LENGTH OF THE PAVEMENT AND FOR 2' BEYOND THE EDGE. SLEEVE DIAMETER SHALL BE TWICE THE DIAMETER OF THE SERVICE PIPE.

- THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE, PAINTED BLUE EXTENDING 18" (MINIMUM) ABOVE GRADE UNLESS INDICATED OTHERWISE.

E. TESTING

- BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION. THE PRESSURE TEST SHALL NOT VARY MORE THAN ±5 P.S.I. DURING THE TEST.

- THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE MARTIN COUNTY UTILITY AUTHORITY AND THE ENGINEER OF RECORD.

- BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C600-05 OR LATEST REVISION. COMPLETE WITH GLANDS, KEYS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CEMENT LINED AND SEAL COATED WITH THE SAME MATERIALS AS THE PIPE & USE MEGALUG SERIES 1100 RESTRAINED JOINT ADAPTERS.

- SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS. A MINIMUM OF 12" DIA. SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1500' MAXIMUM FOR LINES GREATER THAN 1500' IN LENGTH PROVIDE A MINIMUM OF TWO SAMPLING POINTS FOR ALL OTHER TEST SEGMENTS. SAMPLE POINTS MUST BE APPROVED BY MARTIN COUNTY PUBLIC HEALTH DEPARTMENT.

- THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{D \cdot O \cdot P}{33000}$$

IN WHICH:
L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR.
S EQUALS LENGTH OF PIPE (LINEAR FEET).
D EQUALS NOMINAL DIAMETER OF PIPE (INCHES) AND
P EQUALS THE MINIMUM TEST PRESSURE (POUNDS PER SQUARE INCH).

SEPARATION OF WATER AND SEWER MAINS

- SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE SEWER AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

- WHERE SANITARY SEWERS, STORM SEWERS, OR FORCE MAINS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.

- (DIP) AT THE CROSSING, SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

- ALL CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES ENTERED ON THE SAME SIDE OF THE CROSSING).

- WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP, AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS (PREVIOUS).

- A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

- IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE DITCH OR TRENCH, OR THE SEWER MAIN SHALL BE LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

- WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SANITARY SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

- ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE ENGINEER.

STORM DRAINAGE:

A. GENERAL:

- CATCH BASIN GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.

B. MATERIALS:

- ALL HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M - 294 LATEST REVISIONS. ALL PIPING TO BE NON-PERFORATED TUBING.
- ALL YARD DRAIN BASINS ARE TO BE HIGH DENSITY POLYETHYLENE PRODUCT AND SHALL MEET ASTM LATEST MINIMUM STANDARDS.
- ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AND SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION C-478 AND 647 UNLESS OTHERWISE NOTED IN THE PLANS. BLOCK CATCH BASINS WILL BE ALLOWED ONLY WITH APPROVAL OF THE ENGINEER. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF FC-3570 PSI AT 28 DAYS.

C. INSTALLATION

- PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL. PROTECTIVE COVER OF ROCK OR OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
- BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEST OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS.
- PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY CITY OF STUART ENGINEERING DEPARTMENT AND THE ENGINEER OF RECORD AT LEAST 7 DAYS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

PAVING:

A. GENERAL:

- ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIME/ROCK BASE.
- ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT TO ENSURE A PROPER JOINT.

B. MATERIALS:

- LIME/ROCK BASE: (ASPHALT/VEHICULAR PAVERS AREAS) LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 6" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100).

- WEARING SURFACE (ASPHALT SURFACE ONLY) INSTALLATION OF THE 1 1/2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE, AND SHALL BE CONSTRUCTED WITH 2 LIFTS OF 1/2" S-III ASPHALTIC CONCRETE WITH TACK COAT BETWEEN LIFTS. (VIRGIN ASPHALT TO BE USED FOR FINAL LIFT.)

- REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" x 6" NO. 6 GAUGE WIRE MESH.

C. INSTALLATION:

- SUB-BASE 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).
- BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
- INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS FOR TYPE S-I & S-III ASPHALTIC CONCRETE OR THE LATEST REVISION.

D. TESTING

- THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
- DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECT RECORD DRAWINGS "AS-BUILTS" SHALL BE SUBMITTED ALONG WITH EIGHT (8) SETS OF BLACKLINE DRAWINGS. THESE DRAWINGS SHALL BE SIGNED AND BEAR THE SIGNATURE OF THE REGISTERED PROFESSIONAL LAND SURVEYOR. ADDITIONALLY, AN ELECTRONIC COPY OF THESE RECORD DRAWINGS "AS-BUILTS" SHALL BE SUBMITTED TO THE ENGINEER OF RECORD IN AUTOCAD, VERSION 2007 OR LATER.
- DENSITY TESTS AND "AS-BUILTS" ON THE FINISHED BASE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO ANY ASPHALT PAVEMENT IS CONSTRUCTED.

PAVEMENT MARKING & SIGNAGE:

- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND MARTIN COUNTY ENGINEERING STANDARDS.

POLLUTION PREVENTION:

- THE CONTRACTOR SHALL CONTINUOUSLY ENSURE THAT THE PERIMETER OF THE SITE, INCLUDING CONSTRUCTION ENTRANCES, IS SECURED FROM ALLOWING DEBRIS TO LEAVE THE SITE DUE TO CONSTRUCTION ACTIVITY OR RAINFALL EVENTS. A WEEKLY LOG SHALL BE UPDATED AND KEPT ON-SITE IN ACCORDANCE WITH THE NPDES PERMIT. BY BIDDING DOCUMENTS CONTRACTOR ACKNOWLEDGES HE/SHE IS AWARE OF NPDES GUIDELINES AND SHALL BE RESPONSIBLE FOR THE BEST MANAGEMENT PRACTICES AND ASSUMES SOLE RESPONSIBILITY FOR FINES IMPOSED BY GOVERNMENTAL AGENCIES DUE TO VIOLATIONS.

PROJECT RECORD DOCUMENTS:

- DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.

- UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND BASE CONSTRUCTION AND BEFORE PLACING ASPHALT, THE CONTRACTOR SHALL FURNISH TO THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND APPLICABLE GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN OR INVERT AND EDGES OF PAVEMENT AT 50 FOOT INTERVALS, INCLUDING LOCATIONS AND ELEVATIONS OF ALL HIGH AND LOW POINTS.

- UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS. LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS IN A FORMAT APPROVED BY THE CITY OF STUART AND THE MARTIN COUNTY UTILITY AUTHORITY.

- "AS-BUILT" INFORMATION OF GRAVITY SEWERS MUST CONTAIN LOCATION OF SERVICE LATERALS, STATIONINGS OF BOTH THE CLEAN-OUTS, AND THE SERVICE END MUST ALSO BE INCLUDED.

- "AS-BUILT" INFORMATION OF WATER DISTRIBUTION SYSTEMS MUST CONTAIN LOCATIONS OF ALL VALVES, FITTINGS, FIRE HYDRANTS, SERVICES AND APPURTENANCES. TOP OF PIPE ELEVATIONS ALONG THE WATER MAIN ARE REQUIRED AT INTERVALS OF 100 FEET (MAXIMUM).

- ALL "AS-BUILT" INFORMATION ON ELEVATIONS SHALL BE CERTIFIED BY A FLORIDA PROFESSIONAL SURVEYOR & MAPPER

- "AS-BUILTS" OF WATER LINES SHALL INCLUDE THE FOLLOWING INFORMATION:

- TOP OF PIPE ELEVATIONS EVERY 100 LF.
- LOCATIONS AND ELEVATIONS OF ALL FITTINGS INCLUDING BENDS, TEES, GATE VALVES, DOUBLE DETECTOR CHECK VALVES, FIRE HYDRANTS, ETC.

- ALL TIE INS TO EXISTING LINES SHALL BE "AS-BUILT".
- THE ENDS OF ALL WATER MAINS, SANITARY SEWERS, OR HOMES SHALL BE "AS-BUILT" OR WHERE THE WATER SERVICE TERMINATES.

- "AS-BUILTS" OF ALL

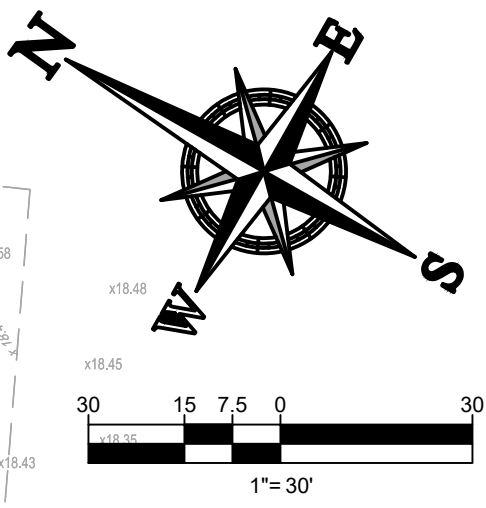


1. PRE-CONSTRUCTION MEETING TO BE COORDINATED BY THOMAS ENGINEERING PRIOR TO ANY CONSTRUCTION. ALL INSPECTIONS SHALL BE SCHEDULED THROUGH THOMAS ENGINEERING 48 HOURS IN ADVANCE.

- OFFSITE INSPECTIONS:
1. ALL WORK WITHin FDOT RIGHT OF WAY FOR DRAINAGE AND ENTRANCE SHALL FOLLOW MINIMUM FDOT REQUIREMENTS. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH FDOT PRIOR TO ANY CONSTRUCTION IN THE RIGHT OF WAY.
 2. ALL WORK WITH MIAMI AVE SHALL BE COORDINATED WITH PUBLIC WORKS PRIOR TO STARTING CONSTRUCTION. A SEPARATE PRE-CONSTRUCTION MEETING WILL BE REQUIRED PRIOR TO ANY WORK WITH MIAMI AVE. CONTRACTOR SHALL PROVIDE SCHEDULE OF WORK WITH RIGHT OF WAY.

ALL ELEVATIONS ARE BASED ON NATIONAL
GEODETIC VERTICAL DATUM OF 1988 (NAVD1988)

SHEET TITLE: DEMO PLAN SHEET NUMBER: C-03

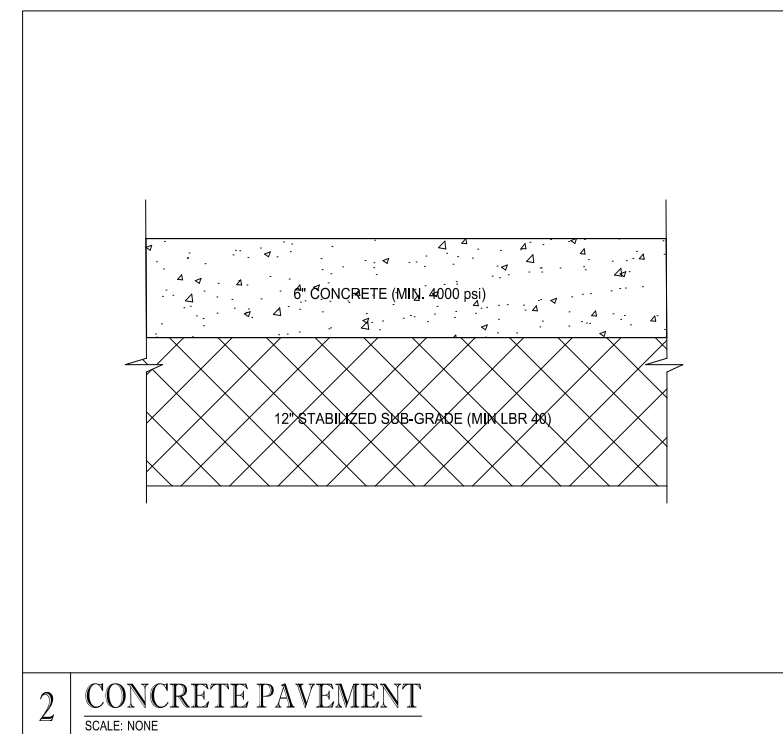


- [illegible]

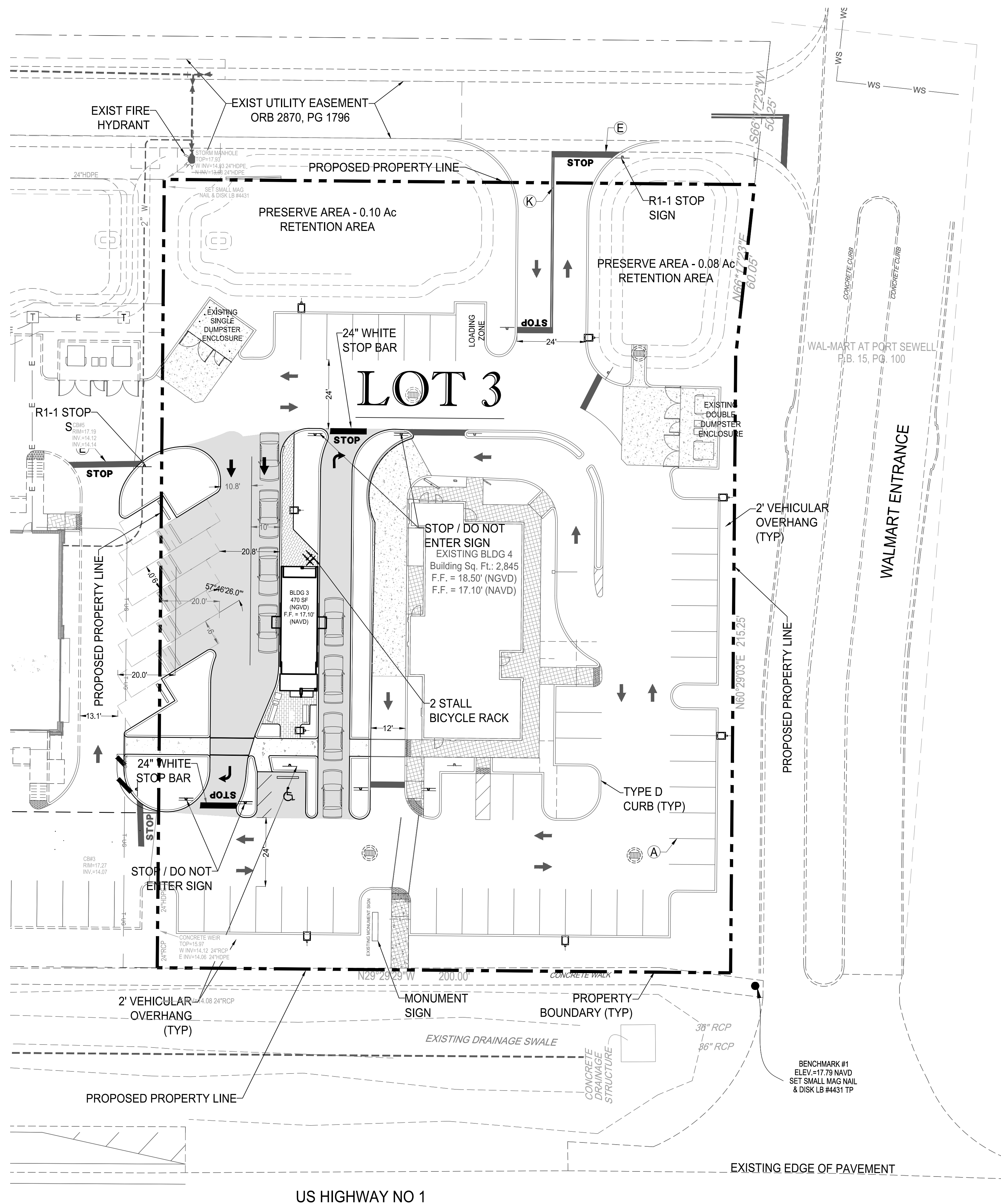
ALL ELEVATIONS ARE BASED ON NATIONAL
GEODETIC VERTICAL DATUM OF 1988 (NAVD1988)

Page 158 of 316

LOT 3, ACCORDING TO THE PLAT OF STUART LANDINGS, RECORDED IN PLAT
BOOK 17, PAGE 34, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

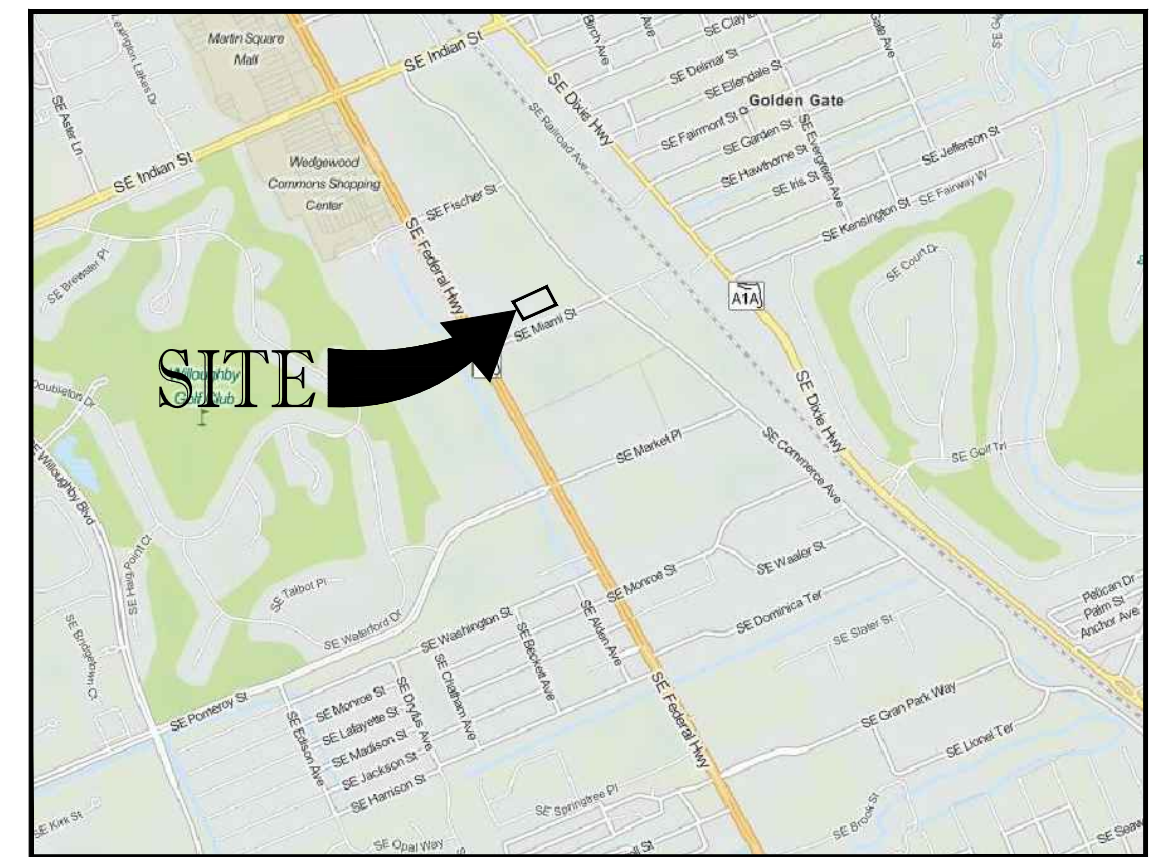
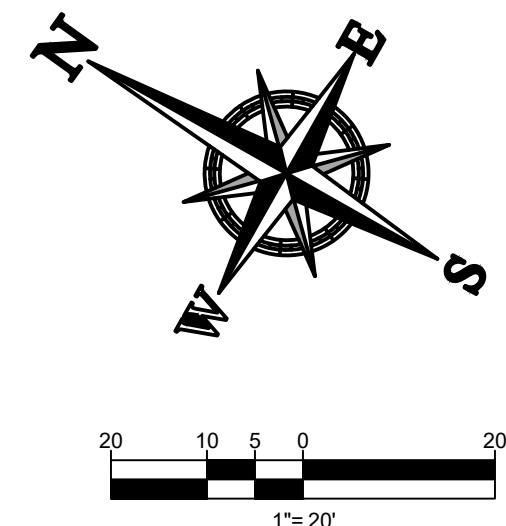


	SF	ACRE	%
Gross Site Areas	192,987	4.43	100.00%
Lot 1	81,887	1.88	42%
Lot 2	55,943	1.28	29%
Lot 3	55,157	1.27	29%
Roofed Building Areas	55,157	1.27	6%
Existing	2,845	0.07	5%
Proposed	470	0.01	1%
Cross Access Drive	32,576	0.75	100%
Impervious	19,429	0.45	60%
Pervious	13,147	0.30	40%
Impervious area	134,623	3.09	70%
Existing Bldg 1 (Aldi)	17,837	0.41	9%
Existing Bldg 2 (Retail Shops)	8,750	0.20	5%
Existing Bldg 3	1,450	0.03	2%
Proposed Bldg 3 (Coffee Rush)	470	0.01	0%
Existing Bldg 4 (BK)	2,845	0.07	1%
Pavement Area	104,721	2.40	54%
Pervious Area (Open Space)	58,364	1.34	30%
Open space area (Lot 1 and 2)	40,711	0.93	30%
Prior Approved Open space area (Lot 3)	17,359	0.40	31%
Proposed Open space area (Lot 3)	17,653	0.41	32%
per LDC Section 6.01.13			
Parking Information	Required	Provided	
Total Parking Required (1 Stall / 200 SF)(Bldg 1)	89	89	Stalls
Total Parking Required (1 Stall / 200 SF)(Bldg 2)	44	44	Stalls
Proposed Total Parking Required (1 Stall / 100 SF)(Bldg 3)	5		Stalls
Total Parking Required (1 Stall / staff)(Bldg 3)	4	22	Stalls
Total Parking Required (1 Stall / 100 SF)(Bldg 4)	29	29	Stalls
Total Parking Required (1 Stall/staff)(Bldg 4)	7	7	Stalls
Total Parking	178	191	Stalls
ADA Spaces	8	8	Stalls
Building Data	Required	Provided	
Front Setback (US 1 HWY)	30'	89.7'	
Side Setback (SE Miami St.)	5'	136.2'	
Rear Setback (Cross Access Drive)	20'	43.8'	
Side Setback	5'	33.7'	
Building Coverage	40% Max.	32%	
Maximum Building Height	45'	25' 8"	
Maximum Number of Stories	4	1	
Loading Zone Required	1	1	



MITIGATION COMPLETED	
PRESERVE REQUIRED:	$55,157 \times 0.25 = 13,789 \text{ Ac} = 0.32 \text{ Ac}$
PRESERVE PROVIDED:	0.18 Ac
MITIGATION REQUIRED:	$0.32 \text{ Ac} - 0.18 \text{ Ac} = 0.14 \text{ Ac}$

ALL ELEVATIONS ARE BASED ON NATIONAL
GEODETIC VERTICAL DATUM OF 1988 (NAVD1988)



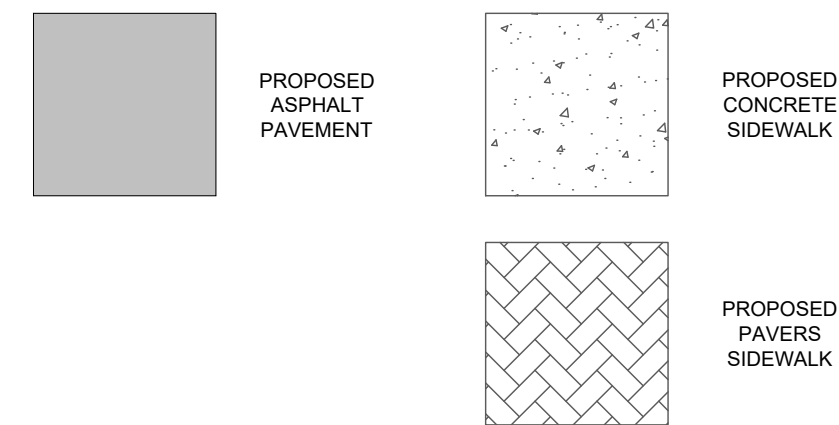
LOCATION MAP
1"=2000'

OWNER:	DKC Stuart Landings LLC
TAX MAP ID:	38-38-41-027-000-00030-0
CURRENT USE:	1000 VACANT COMMERCIAL
PROPOSED USE:	RESTAURANT, CONVENIENCE
ZONING DESIGNATION:	COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD)
FUTURE LAND USE DESIGNATION:	COMMERCIAL

REVISION TABLE:

1. ADJUSTED DRIVE THRU QUEUING TO 4 STALLS PER LANE.
2. ADDED 2 STALL BIKE RACK.
3. AMENDED PARKING TABLE TO INCLUDE LOT 3 EMPLOYEES.
4. AMENDED PARKING TABLE TO INCLUDE ADA SPACES.
5. UPDATE PARKING TABLE FOR UPDATED LOT 3 SF.
6. UPDATED FLOOR PLAN.
7. UPDATE OPEN SPACE TO MATCH LANDSCAPE PLAN.
8. ADD WAIVER TABLE FOR DRIVE-THRU QUEUE.

HATCH LEGEND



GENERAL NOTES:

1. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MUTCD FOR STREETS AND HIGHWAYS TYPICAL NO. T-P-13
2. THERMOPLASTIC SHALL CONFORM TO THE REQUIREMENTS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE SECTION 711- MINIMUM THICKNESS 90MILS (ALKYD ONLY) EXTRUDED ONLY.
3. THESE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), HOWEVER, WHERE CONFLICTS EXIST, TYPICAL-T-P-13 SHALL TAKE PRECEDENCE OVER FDOT STANDARD SPECIFICATIONS.
4. ALL STOP BARS SHALL BE PLACED 4' BEHIND CROSSWALKS
5. ALL STOP BARS AND CROSSWALK STRIPING SHALL BE THERMOPLASTIC
6. ALL RADII ARE 5' UNLESS OTHERWISE NOTED

LAND DEVELOPMENT CODE WAIVER TABLE

SECTION 6.01.07 - STANDARDS FOR DRIVE-THROUGH FACILITIES
CODE REQUIREMENT: SIX (6) QUEUING SPACES WITH A MINIMUM DIMENSION OF 10 FEET IN WIDTH BY 20 FEET IN LENGTH.

AS MEASURED FROM THE ORDER BOX TO THE END OF THE QUEUING LANE, AND FOUR (4) QUEUING SPACES PROVIDED, AS MEASURED FROM THE PICK-UP WINDOW TO THE ORDER BOX, PROVIDING A TOTAL OF TEN (10) QUEUING SPACES. THIS APPLIES TO BUILDING 4 (BURGER KING).

PROPOSED DEVIATION APPLIED TO BUILDING 3 (COFFEE RUSH) :

4 QUEUING SPACES WITHIN EACH DRIVE-THROUGH LANE (TOTAL OF EIGHT QUEUING SPACES), AS MEASURED FROM THE ORDER WINDOW TO THE END OF THE QUEUING LANE. EACH QUEUING SPACE WILL MEASURE 10 FEET IN WIDTH BY 20 FEET IN LENGTH.

THOMAS
ENGINEERING GROUP

CIVIL ENGINEERS • PROJECT MANAGERS • LAND PLANNING • LANDSCAPE ARCHITECTS

1001 CORPORATE DR. ■ 4950 W. KENNEDY BLVD ■ 840 SE OSCOLA AVE
 TAMPA, FL 33609 ■ TAMPA, FL 33609 ■ TAMPA, FL 33609
 P 813-979-1100 P 813-979-1100 P 775-586-1338
 F 813-979-1100 F 813-979-1100 F 775-586-1338

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REVISIONS:			
REV:	DATE:	COMMENT:	BY:
1	03/03/25	CITY OF STUART COMMENTS	JMG
2	06/10/25	CITY OF STUART COMMENTS	JMG
3	08/12/25	CITY OF STUART COMMENTS	JMG
4	09/08/25	CITY OF STUART COMMENTS	JMG



PROJECT No.:	FJ230022
DRAWN BY:	MJL
CHECKED BY:	JMG
DATE:	5/17/18
CAD I.D.:	SITE PLAN

PROJECT:

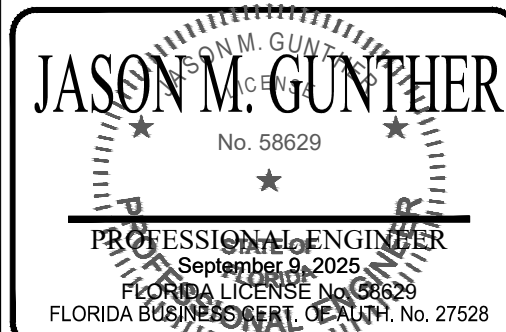
COFFEE RUSH
STUART LANDINGS

FOR

**DKC Stuart
Landings 2, LLC**

CITY OF STUART
FLORIDA

840 SE OSCEOLA ST
STUART, FL, 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

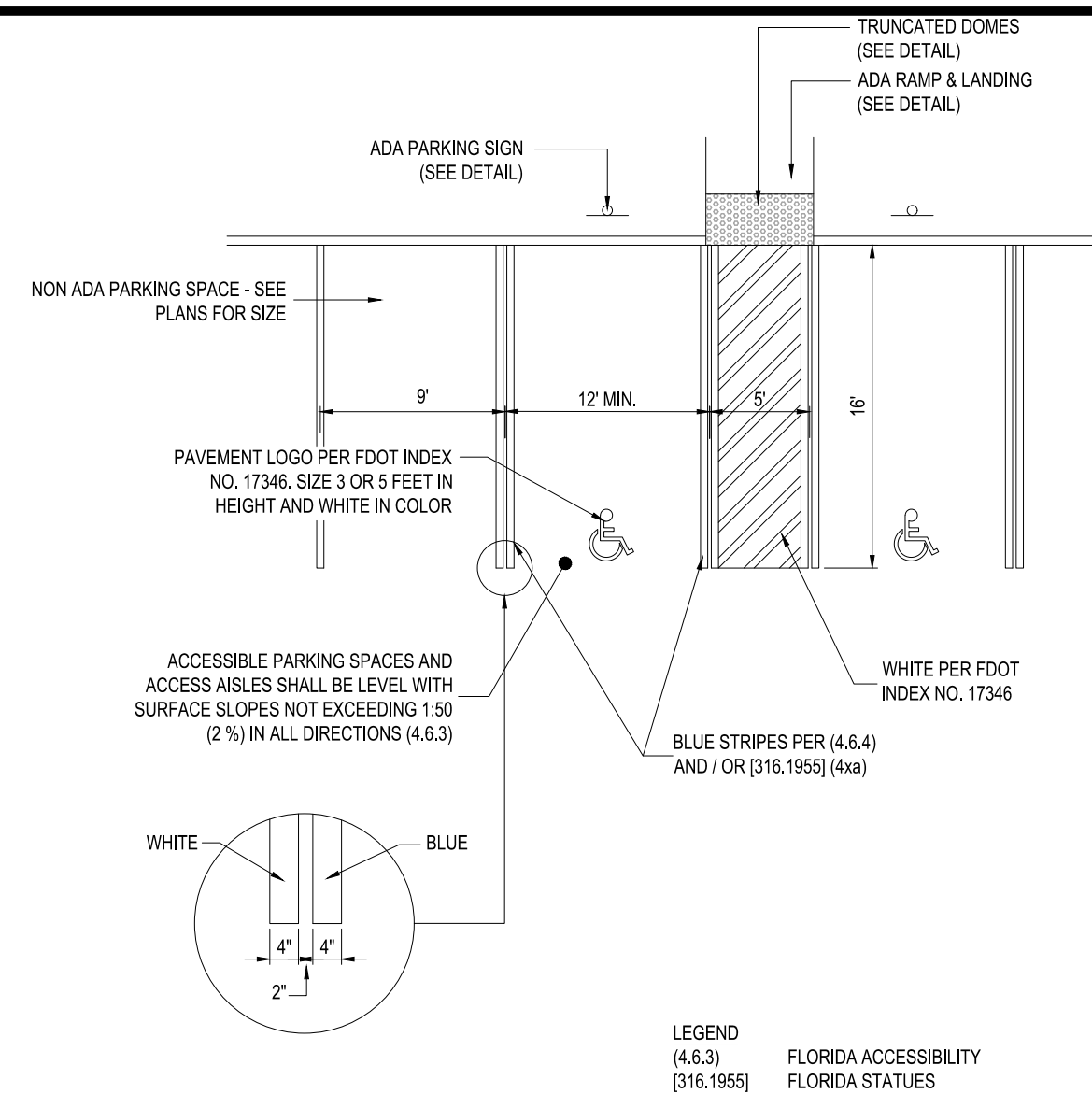
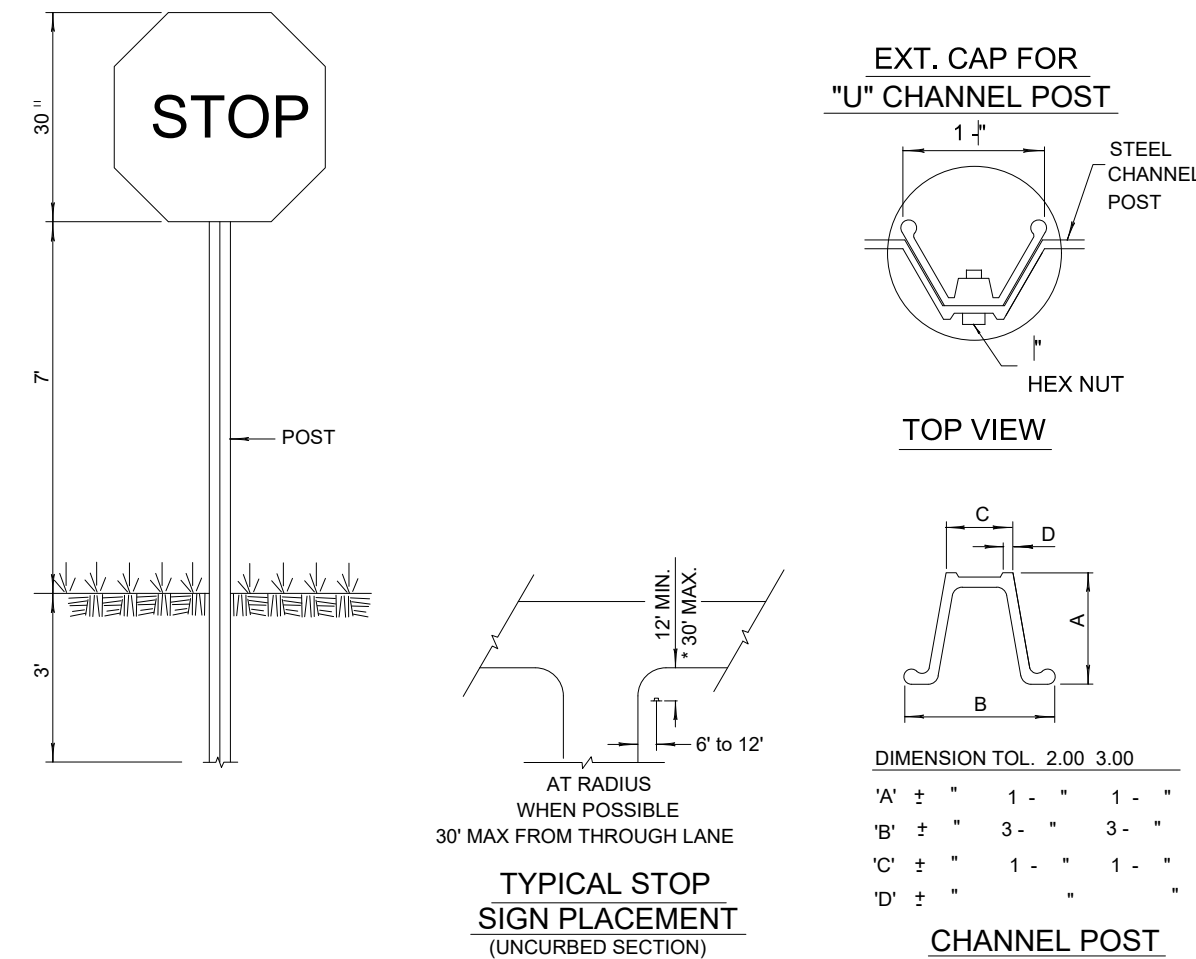


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SITE PLAN

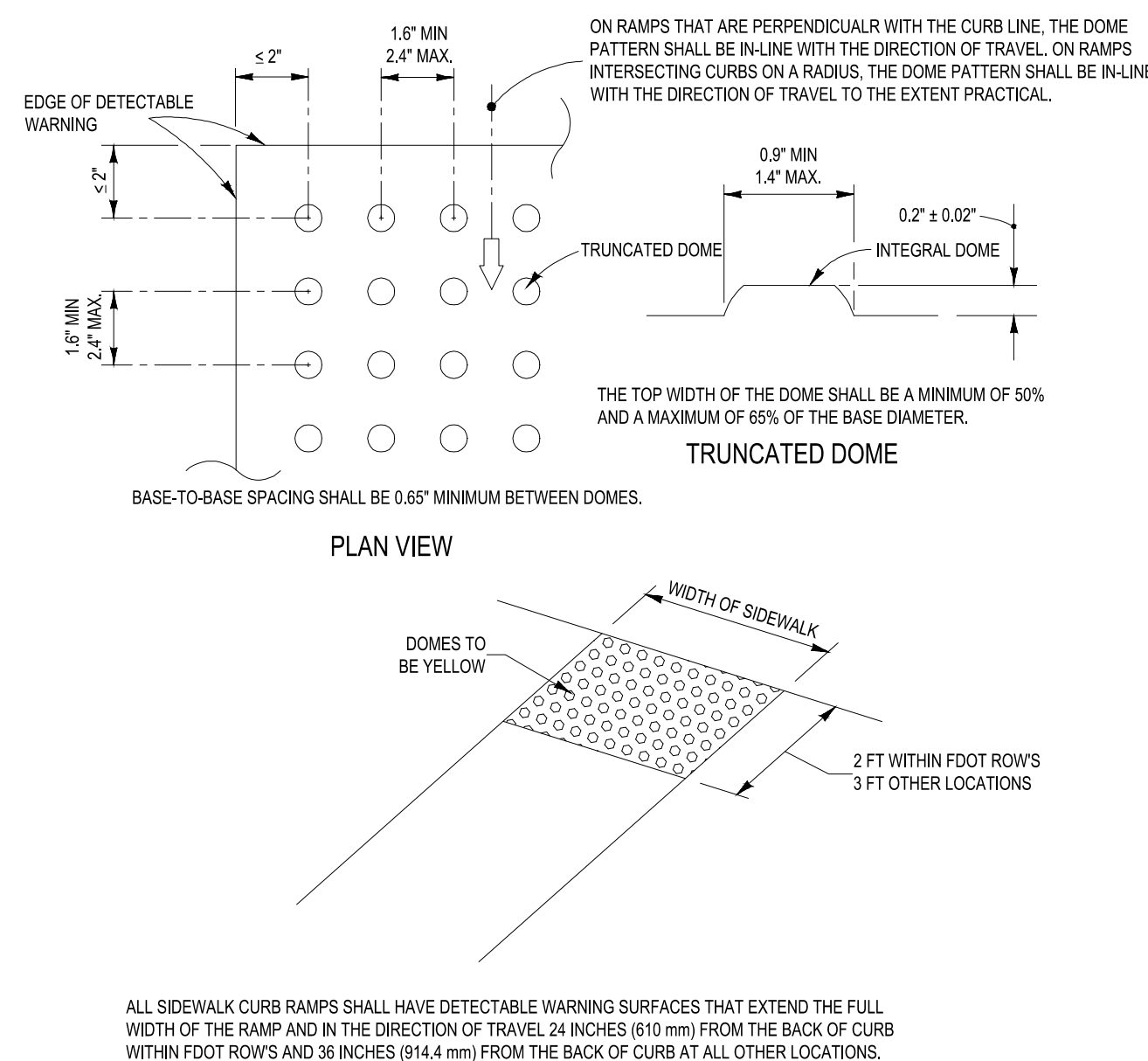
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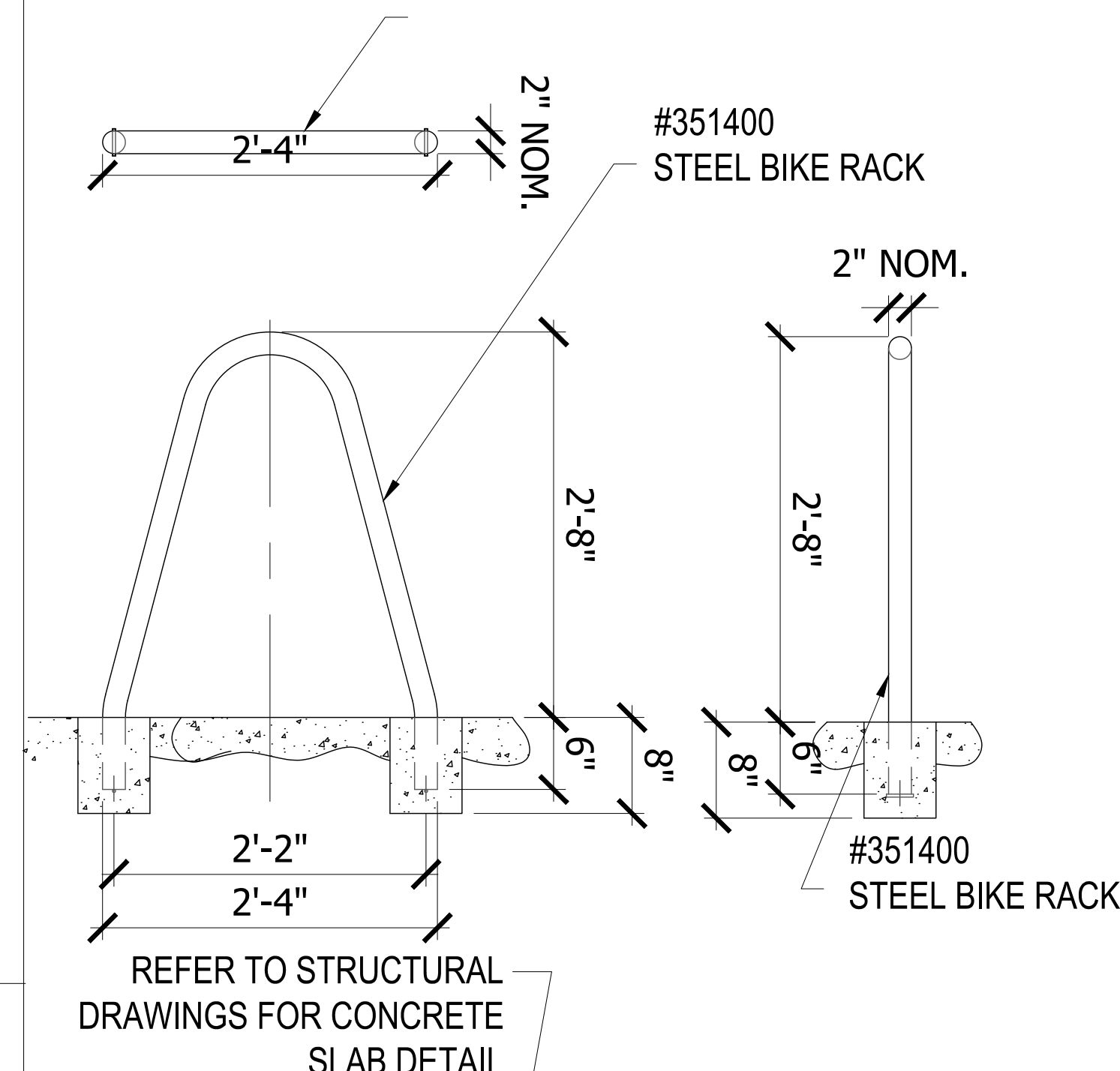


4	ACCESSIBLE PARKING SPACE - ADA COMPLIANT
---	--

SCALE: NONE



LANDSCAPE FORMS
CHASE PARK
COLOR: METALIC
BRONZE;
COMBINED
TRASH/RECYCLING,
LABELS, SIDE
AND TOP OPENINGS.

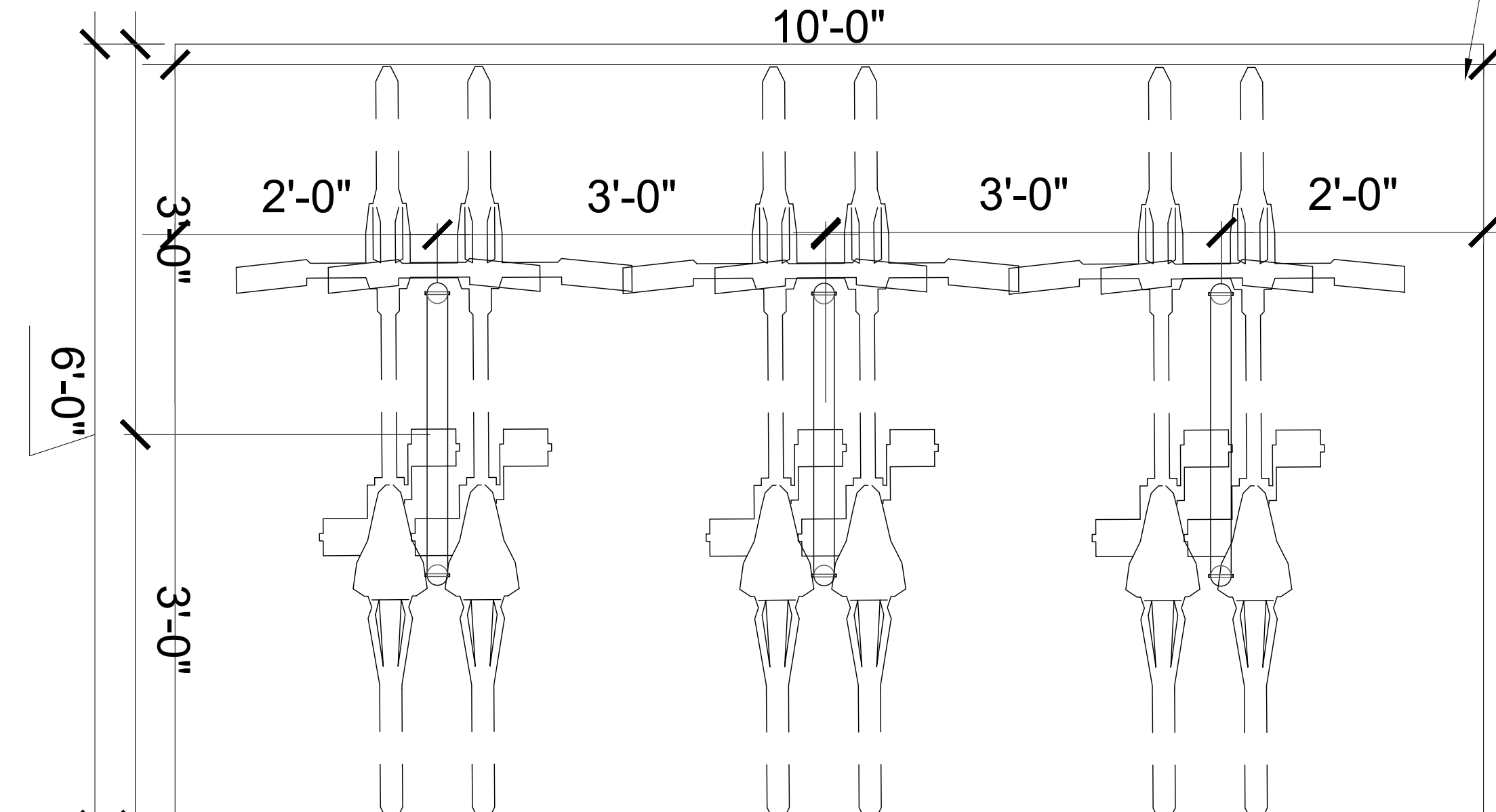
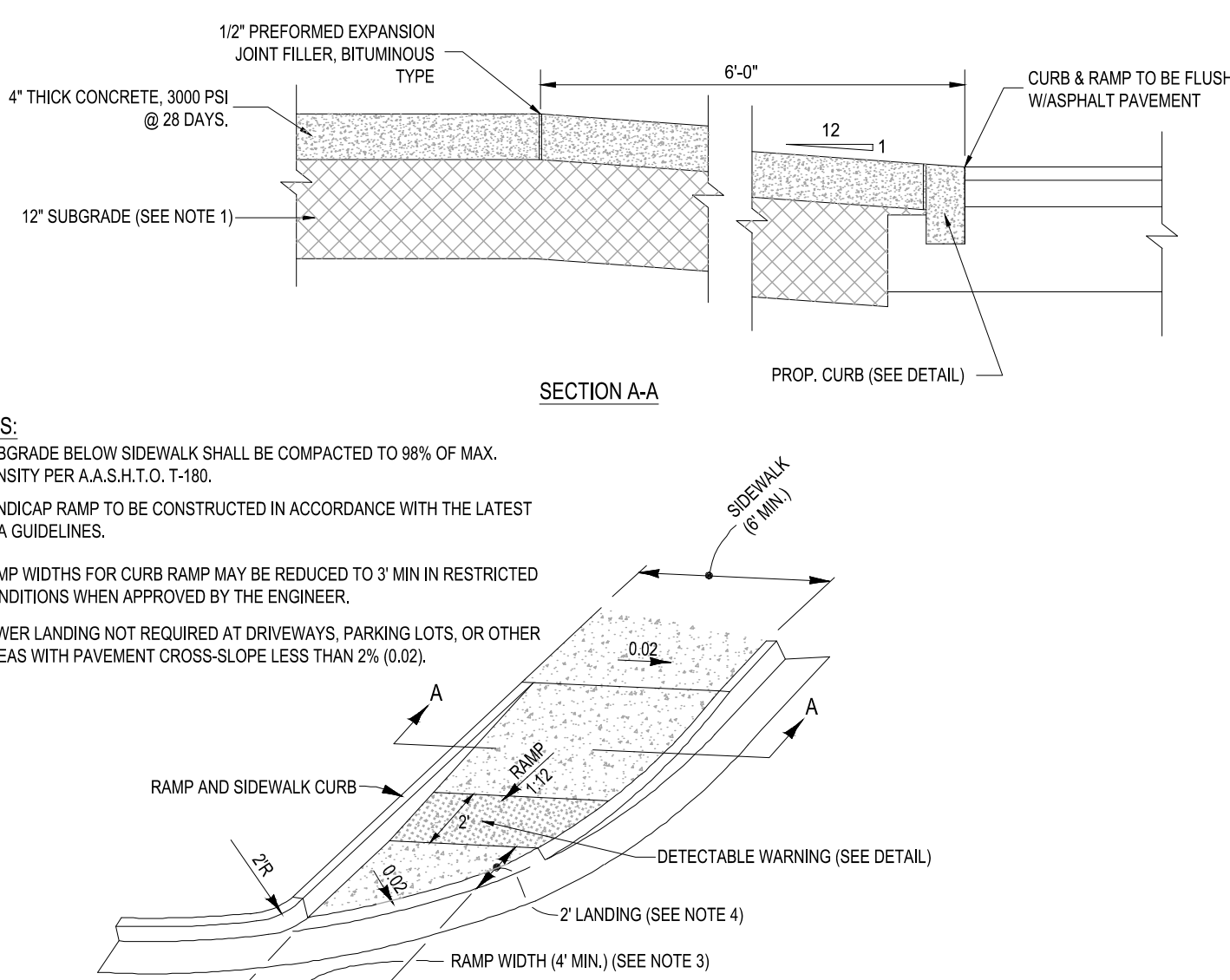


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SCALE: NONE



1. ADD 'D' CURB DETAIL.
2. ADD BIKE RACK DETAIL

BIKE RACK DETAIL

SCALE: NONE

ALL ELEVATIONS ARE BASED ON NATIONAL
GEODETIC VERTICAL DATUM OF 1988 (NAVD1988)

SHEET TITLE:

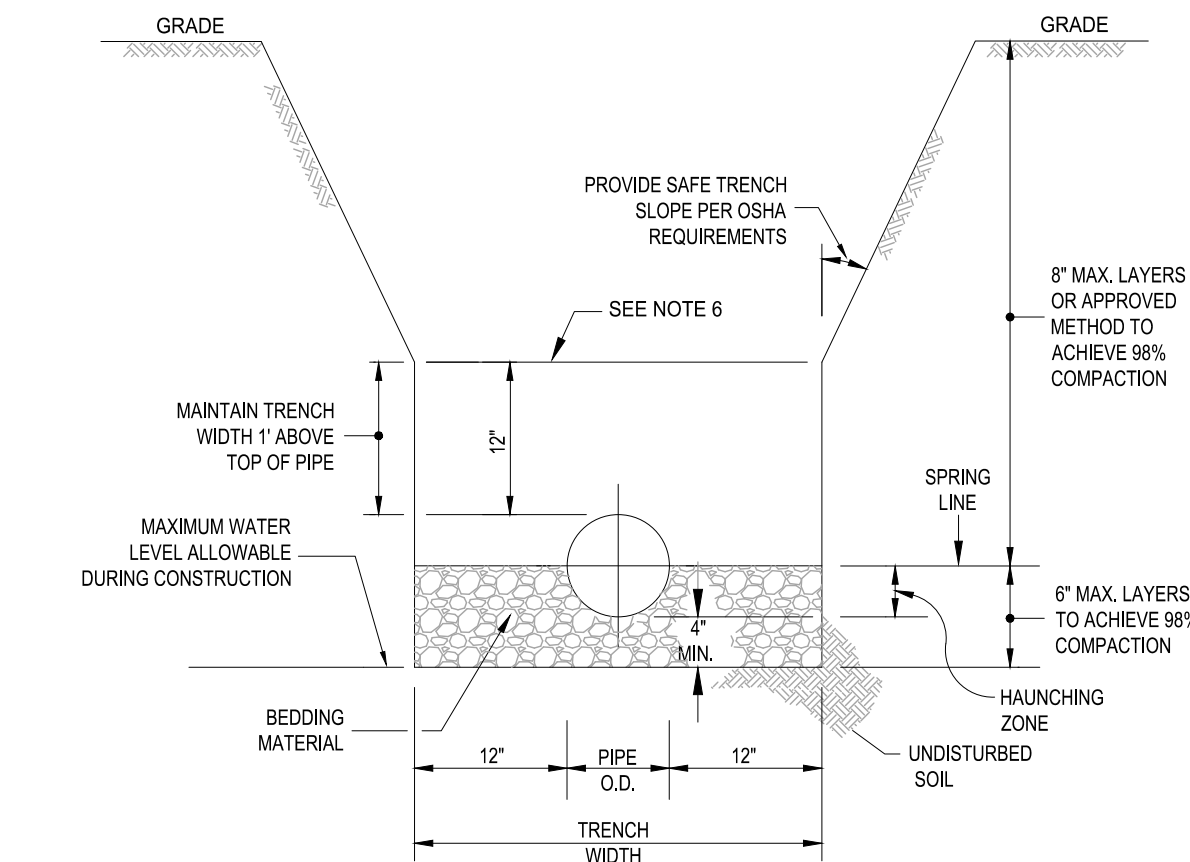
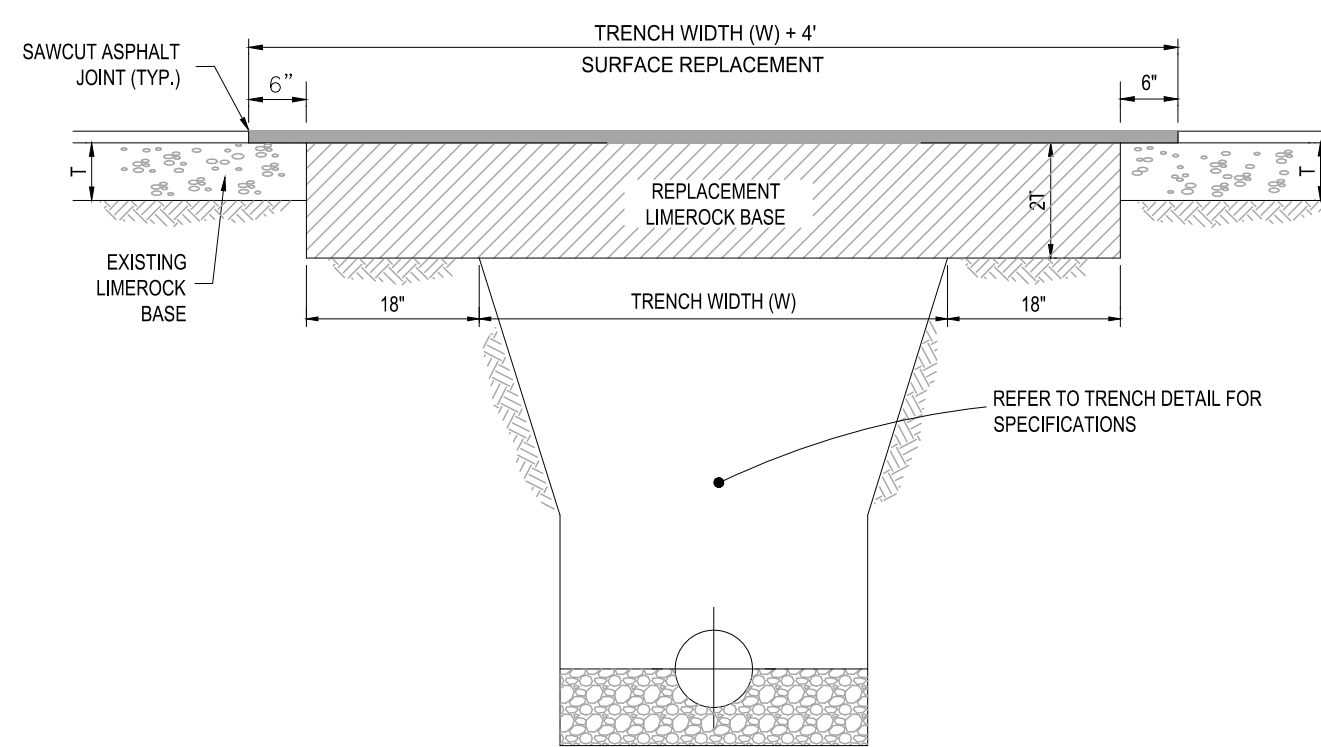
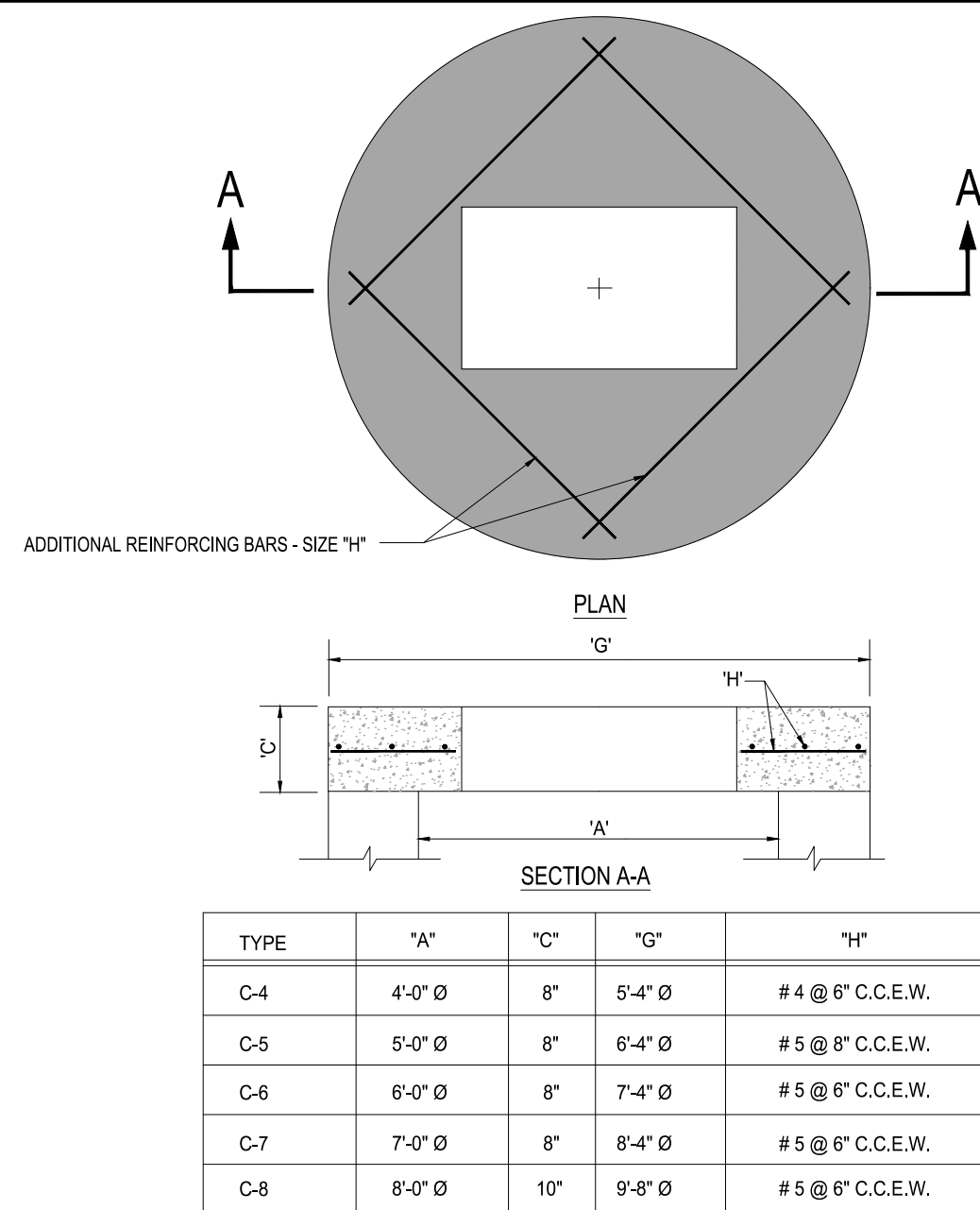
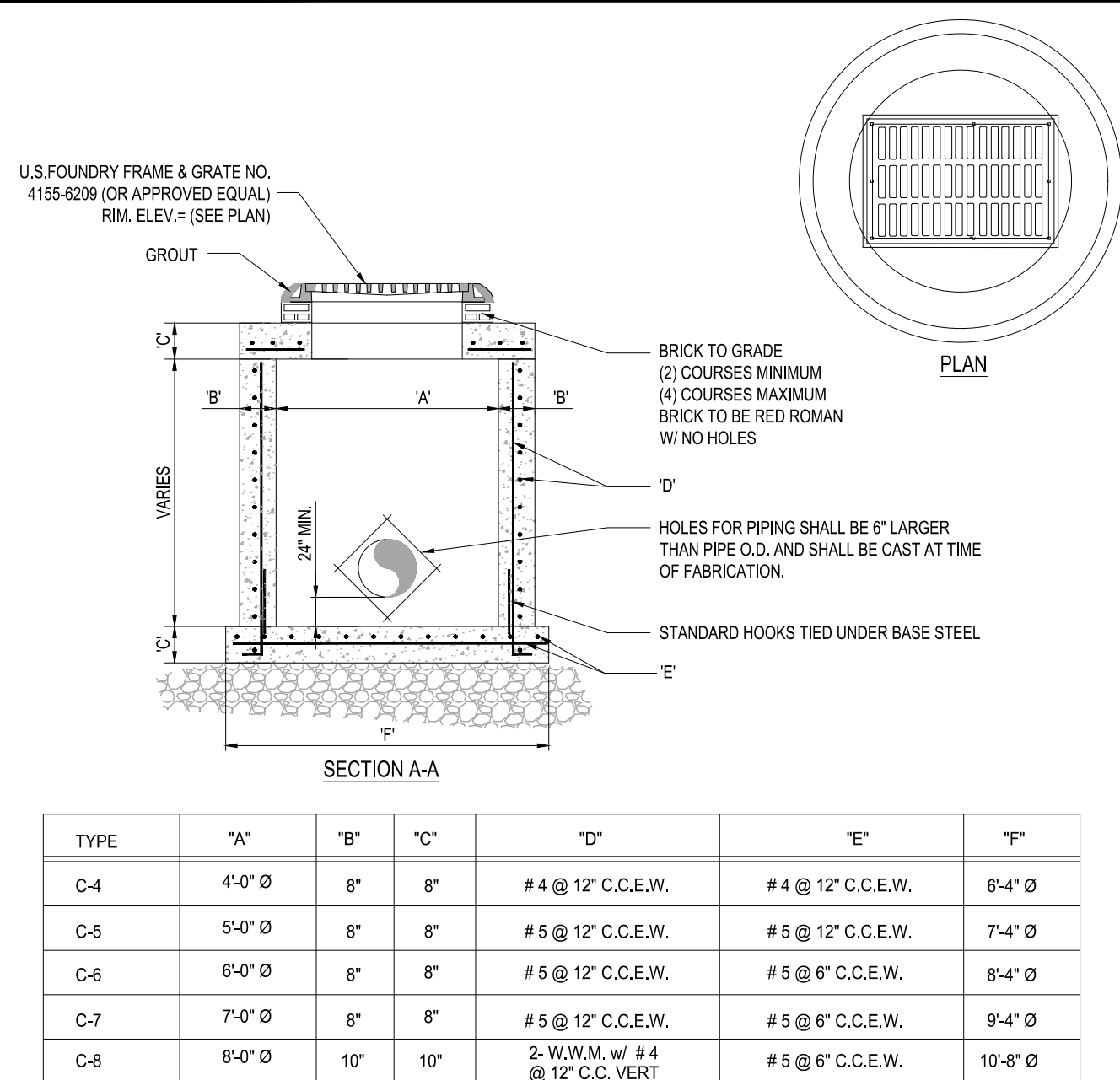
SITE DETAILS

SHEET NUMBER:

C-06



Page 162 of 316

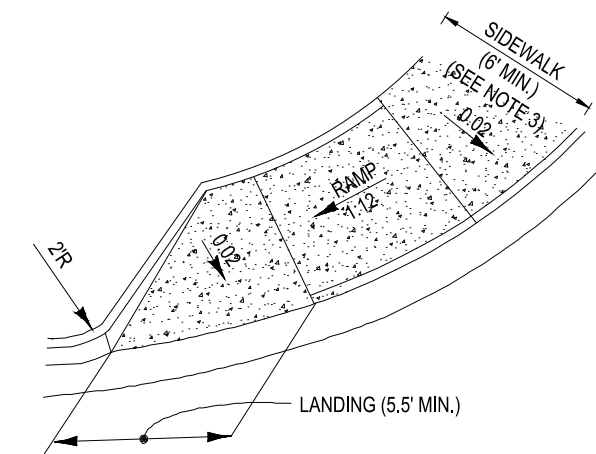
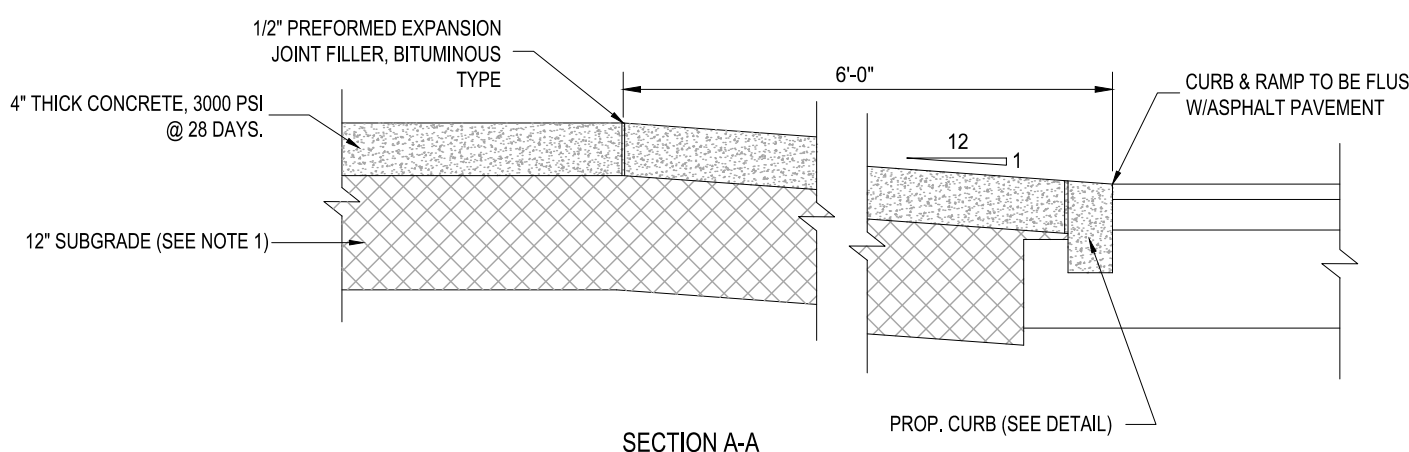
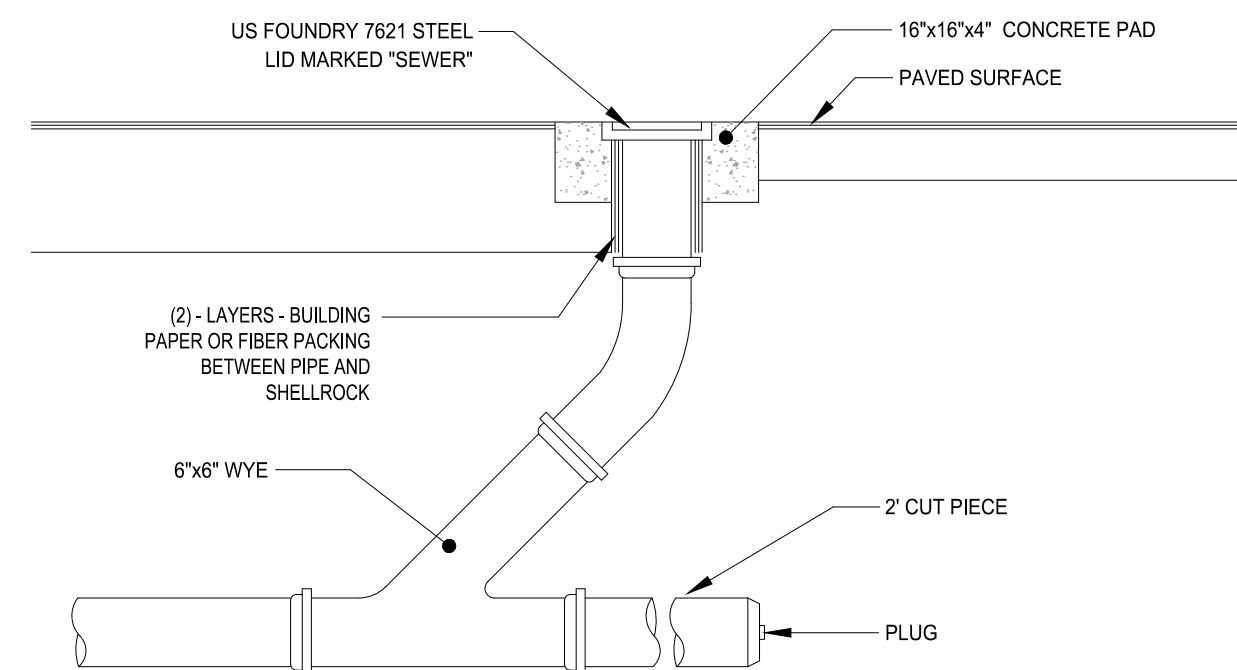
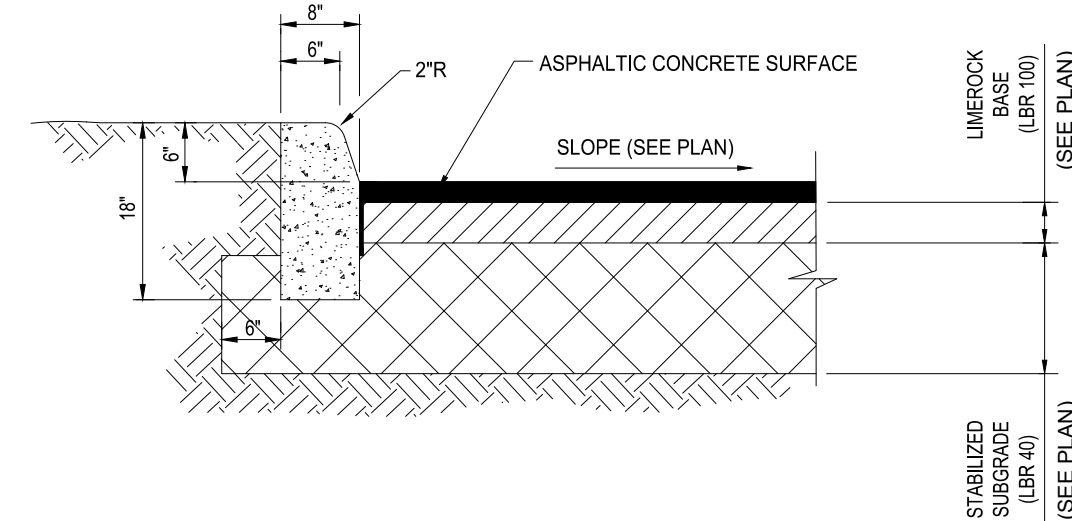


1 PRECAST CIRCULAR CATCH BASIN

2 PRECAST CONCRETE-TOP SLAB
SCALE: NONE

3 PAVEMENT RESTORATION DETAIL

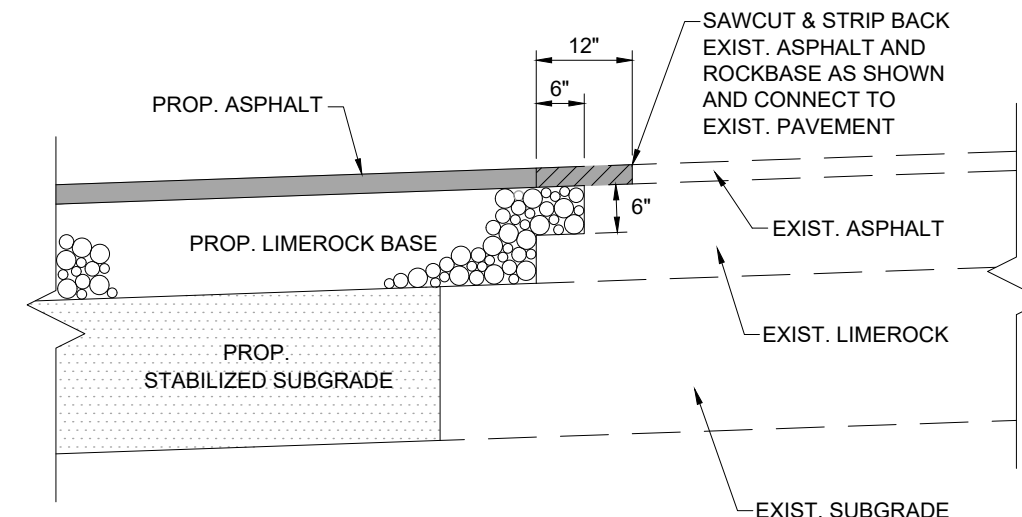
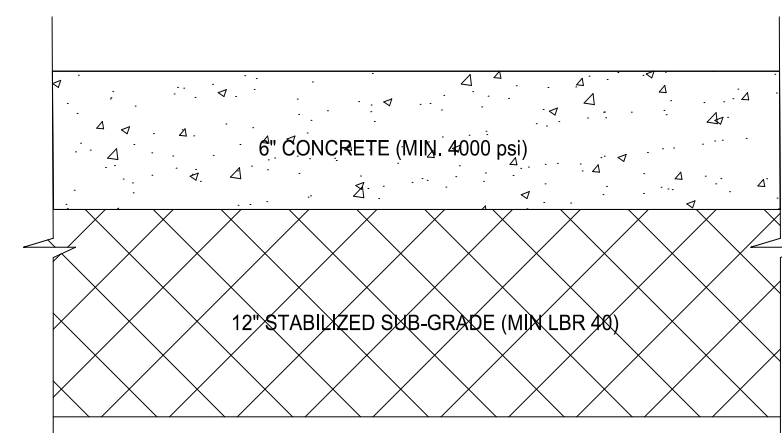
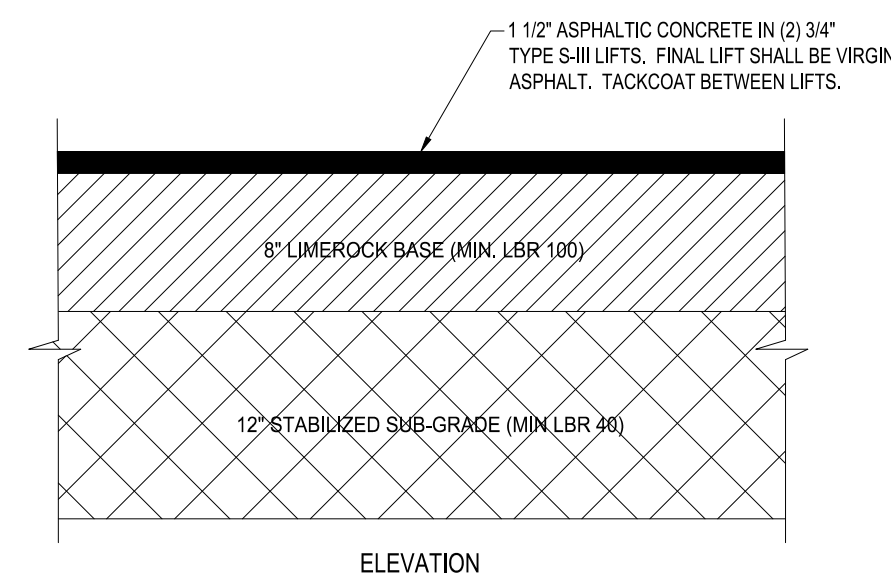
4 TRENCH DETAIL



5 CONCRETE CURB (TYPE 'D') DETAIL

6 TYPICAL CLEANOUT IN ASPHALT or CONCRETE

M ADA PAVERS CURB RAMP DETAIL - FDOT CR20



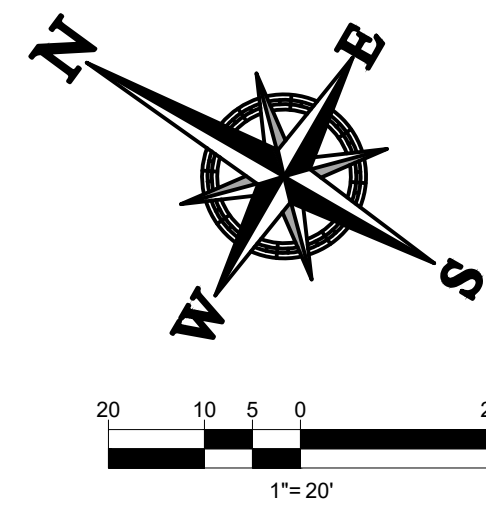
7 ASPHALTIC CONCRETE PAVEMENT DETAIL

8 CONCRETE PAVEMENT
SCALE: NONE

9	SAWCUT/MATCH ASPHALT PAVEMENT DETAIL
	NONE

ALL ELEVATIONS ARE BASED ON NATIONAL
GEODETIC VERTICAL DATUM OF 1988 (NAVD1988)

[illegible]



- (A) WEARING SURFACE: (ASPHALT AREAS ONLY)**
INSTALLATION OF THE 1-1/2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE, AND SHALL BE CONSTRUCTED WITH 2 LIFTS. THE FIRST LIFT TO BE 3/4" TYPE S-III. SECOND LIFT TO BE 3/4" S-III ASPHALTIC CONCRETE WITH TACK COAT BETWEEN LIFTS.
- (B) LIME ROCK BASE: (ASPHALT, VEHICULAR PAVERS AREAS)**
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100).
- (C) SUB-BASE: 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).**
- (E) CONCRETE SIDEWALK / PAVEMENT:**
THICKNESS SHALL BE 4" AND 3,000 P.S.I., EXCEPT IN DRIVEWAYS & ALLEYS WHERE IT SHALL BE 6" AND 3,500 P.S.I.

ALL ELEVATIONS ARE BASED ON NATIONAL
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[illegible]

PROJECT No.:	FJ230022
DRAWN BY:	MJL
CHECKED BY:	JMG
DATE:	5/17/18
CAD I.D.:	SECTIONS

PROJECT:

**COFFEE RUSH
STUART LANDINGS**

_____ FOR _____

**DKC Stuart
Landings 2, LLC**



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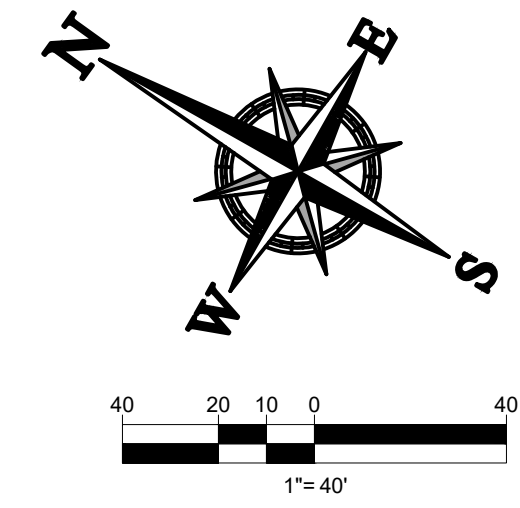
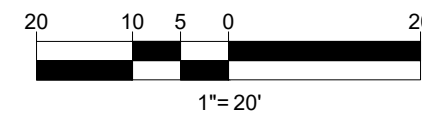


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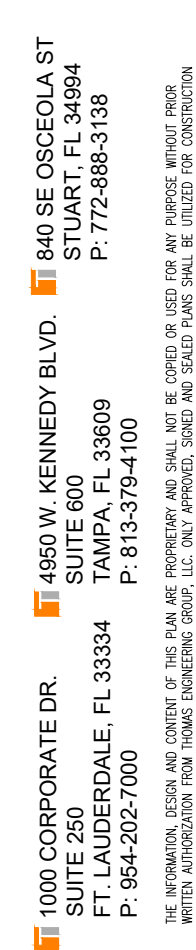
CROSS SECTIONS

SHEET NUMBER:

C-10



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PROJECT No.:	FJ230022
DRAWN BY:	MJL
CHECKED BY:	JMG
DATE:	5/17/18
CAD I.D.:	VEHICLE ROUTES

PROJECT:

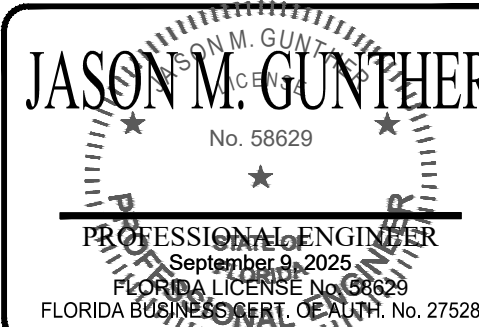
COFFEE RUSH
STUART LANDINGS

FOR

**DKC Stuart
Landings 2, LLC**

CITY OF STUART
FLORIDA

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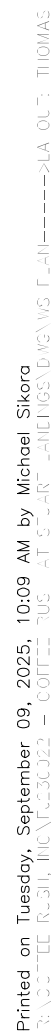


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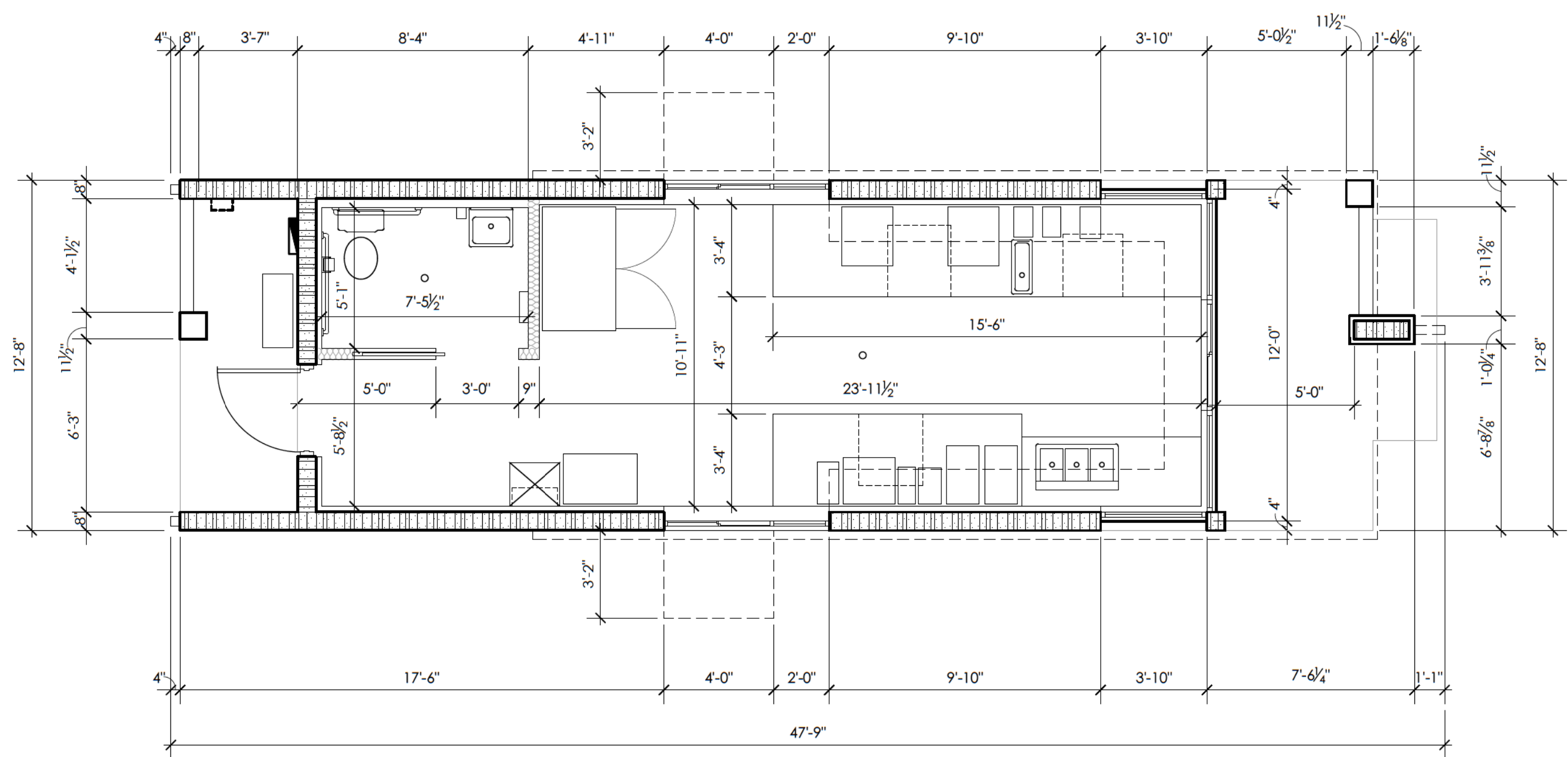
VEHICLE ROUTES

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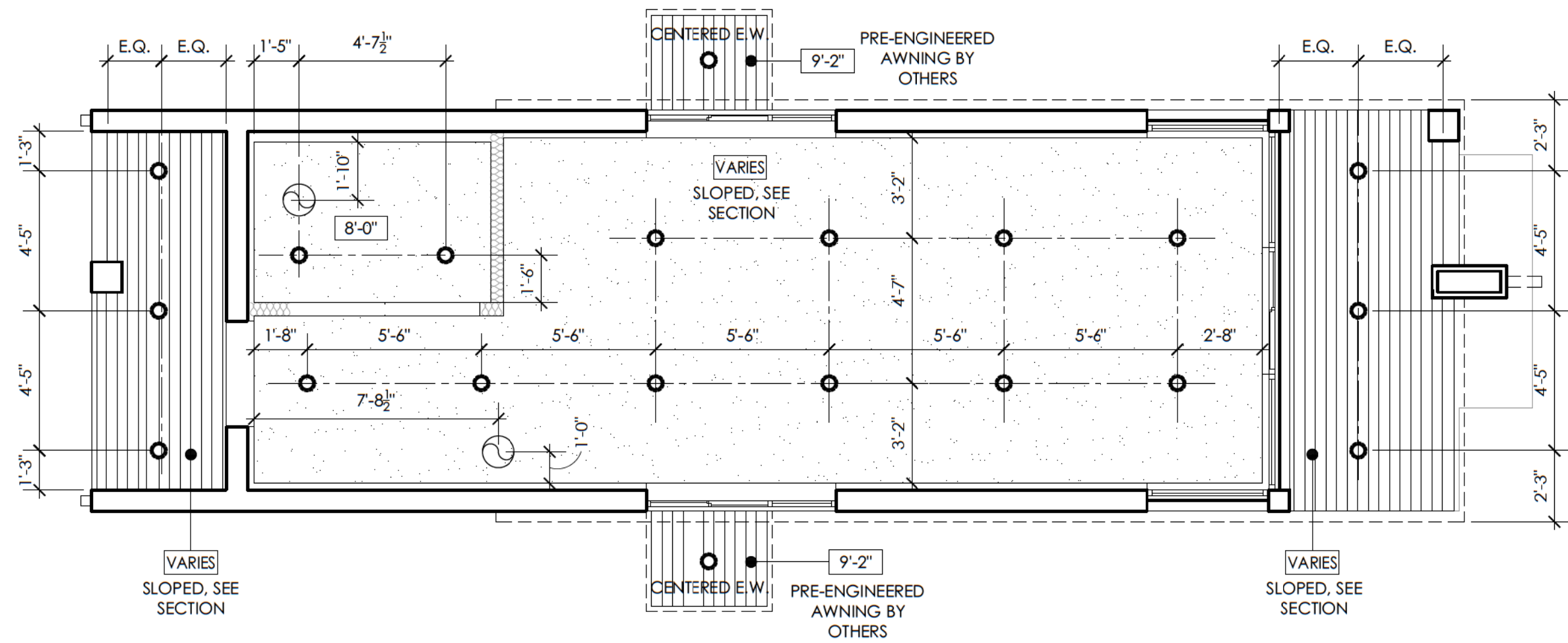
C-11



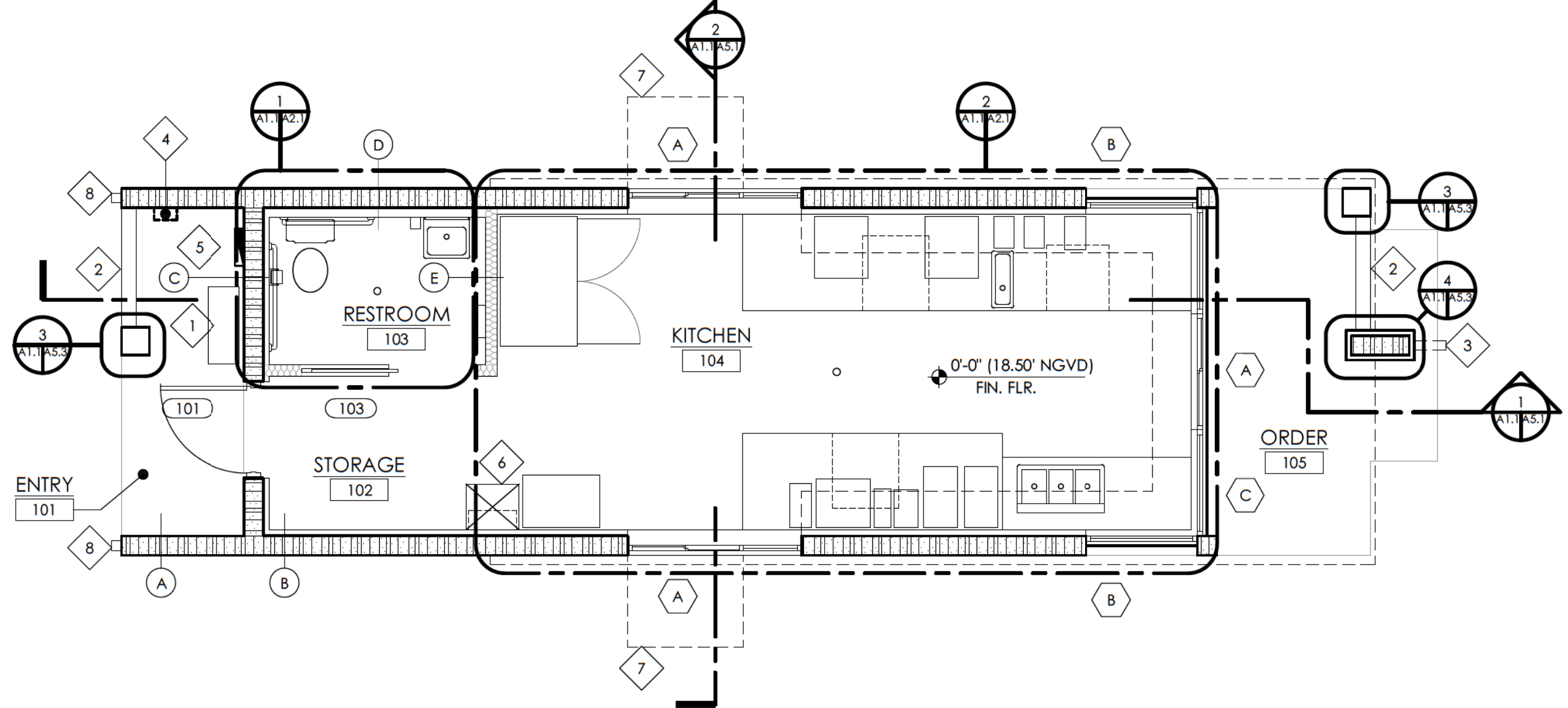
C:\USERS\ROD RICHARDSON\MK ARCHITECTURE DROBOX\MK DESIGN FILES\ACAD\DWGS\MK ARCH\MK25015-COFFEE RUSH FLOOR\CONSTRUCTION DOCUMENTS\MK25015-A1-FLR.DWG \ September 3, 2025



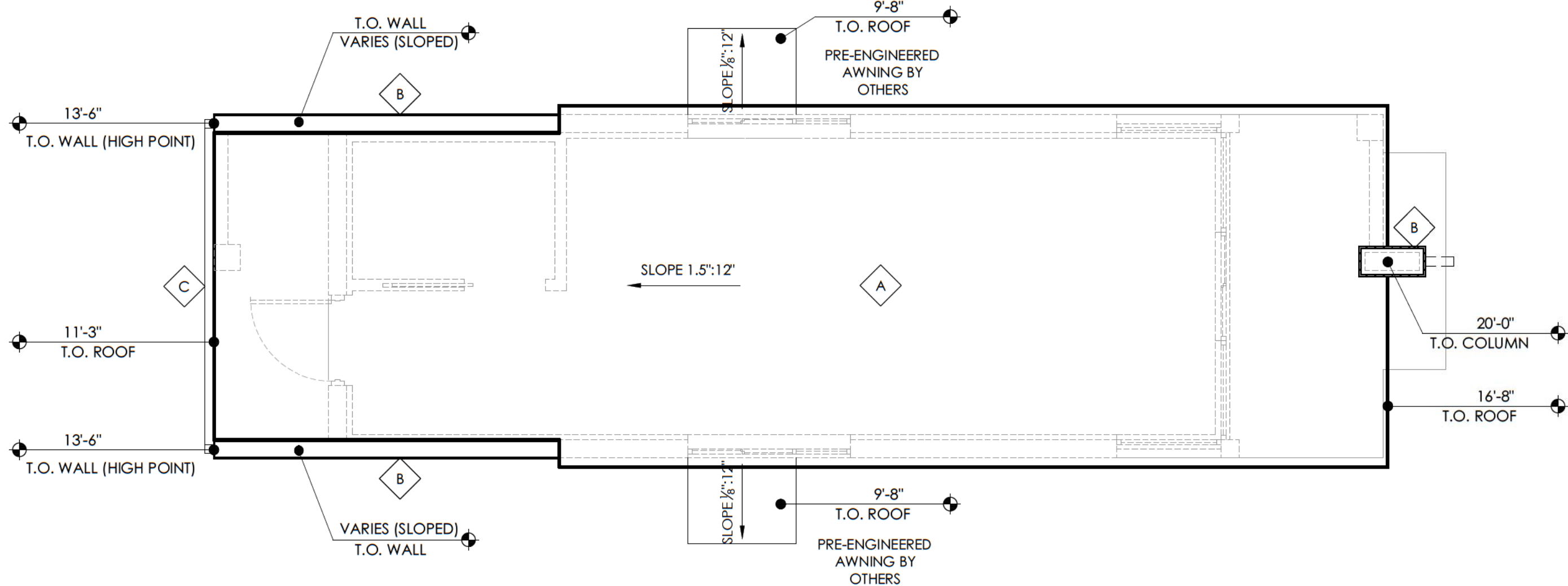
DIMENSION FLOOR PLAN
SCALE: 1/4" = 1'-0"
0 4 8 12



REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"
0 4 8 12



NOTED FLOOR PLAN
SCALE: 1/4" = 1'-0"
0 4 8 12



ROOF PLAN
SCALE: 1/4" = 1'-0"
0 4 8 12

GENERAL NOTES:
1. DASHED FURNITURE/FIXTURES NOT IN CONTRACT.
2. SEE WALL TYPE DETAILS ON SHEET 'A6.1'

AREA CALCULATION	
AREA UNDER A/C:	357 S.F.
OUTDOOR COVERED AREA:	113 S.F.
TOTAL FBC AREA:	470 S.F.
TOTAL GROSS AREA:	548 S.F.

NOTED PLAN KEYNOTES	
1	CONDENSING UNIT
2	WOOD SLAT SCREEN
3	LED CHANNEL LETTER SIGNAGE
4	ELECTRICAL METER
5	ELECTRICAL PANEL
6	TANKLESS WATER HEATER OVER MOP SINK
7	PRE-ENGINEERED AWNING BY OTHERS ABOVE
8	GUTTER AND DOWNSPOUTS

ROOF PLAN KEYNOTES	
A	LOW-SLOPE ROOF W/ MECHANICALLY FASTENED T.P.O. ROOFING.
B	DARK BRONZE PRE-FIN. MTL COPING & FLASHING
C	DARK BRONZE GUTTER AND DOWNSPOUT ASSEMBLY

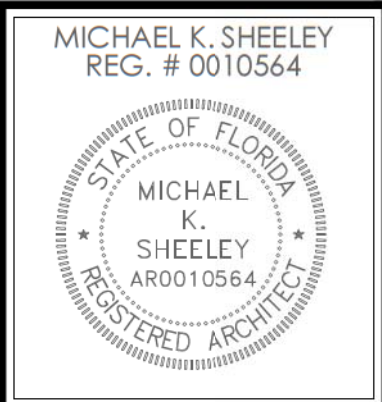
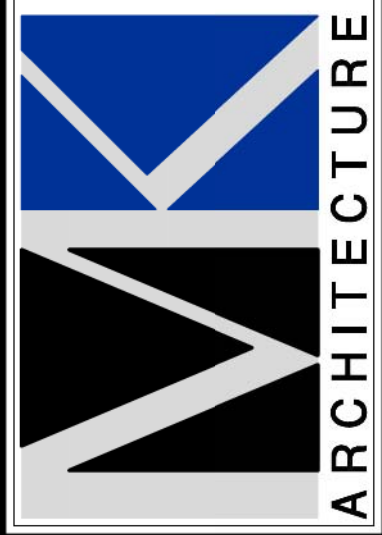
REFLECTED CEILING PLAN LEGEND	
	GYP. BOARD CEILING
	4\"/>
	RECESSED L.E.D. CAN LIGHT, COORD. W/ WET LOCATIONS
	EXHAUST FAN
	CEILING HEIGHT, A.F.F.

WALL TYPE LEGEND	
	8\"/>
	MTL STUD WALL
	MTL STUD WALL W/ SOUND ATT. BATT INSULAT.

No:	REVISIONS
1	
2	
3	
4	
5	

CONSTRUCTION DOCUMENTS FOR
COFFEE RUSH AT STUART LANDINGS
3991 SE FEDERAL HIGHWAY
STUART, FL

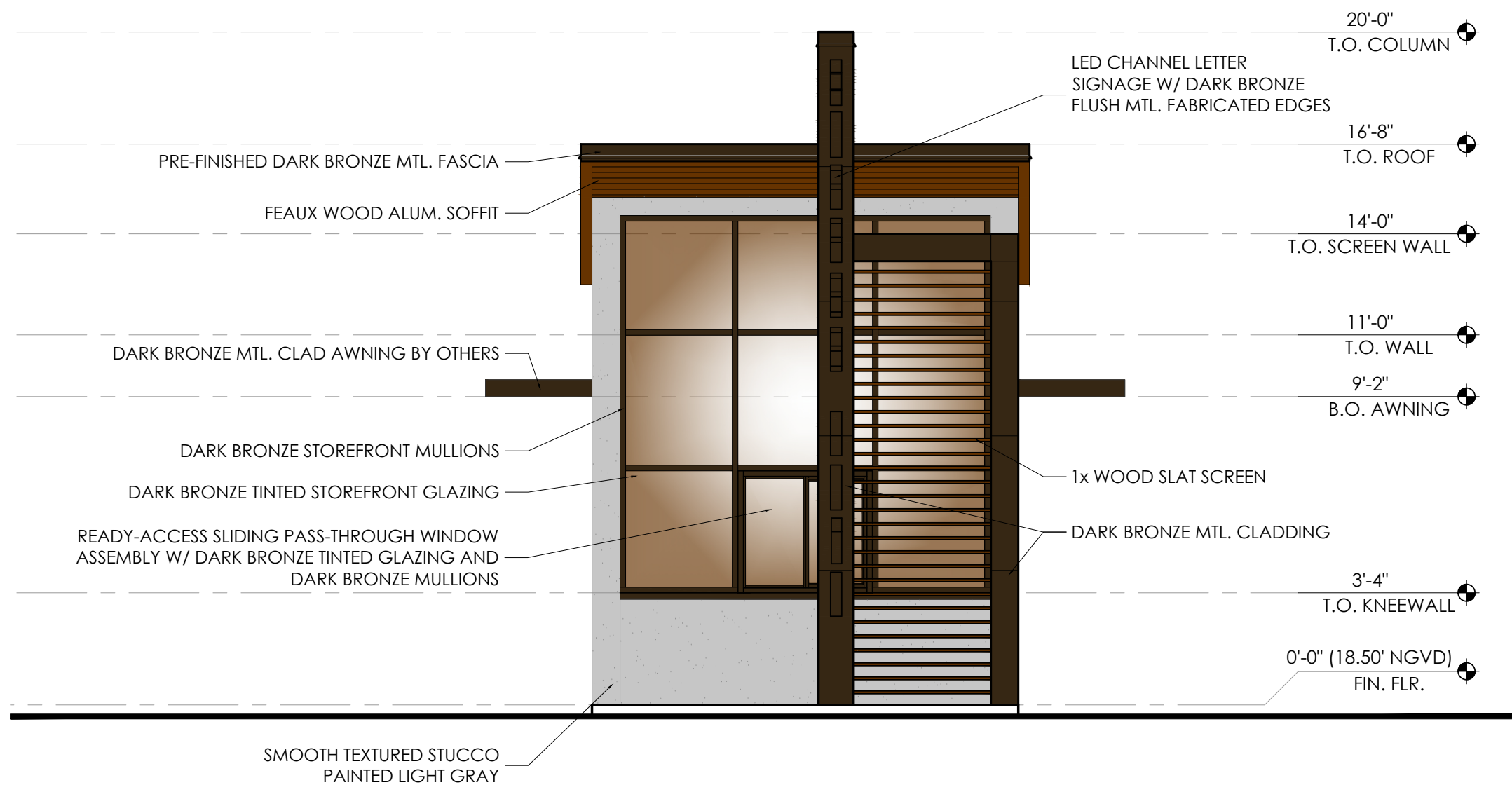
MK Architecture LLC
8200 College Parkway, Suite 101
Fort Myers, Florida 33919
239.482.2121
AR10564 ID6790
www.MK-ARCH.com



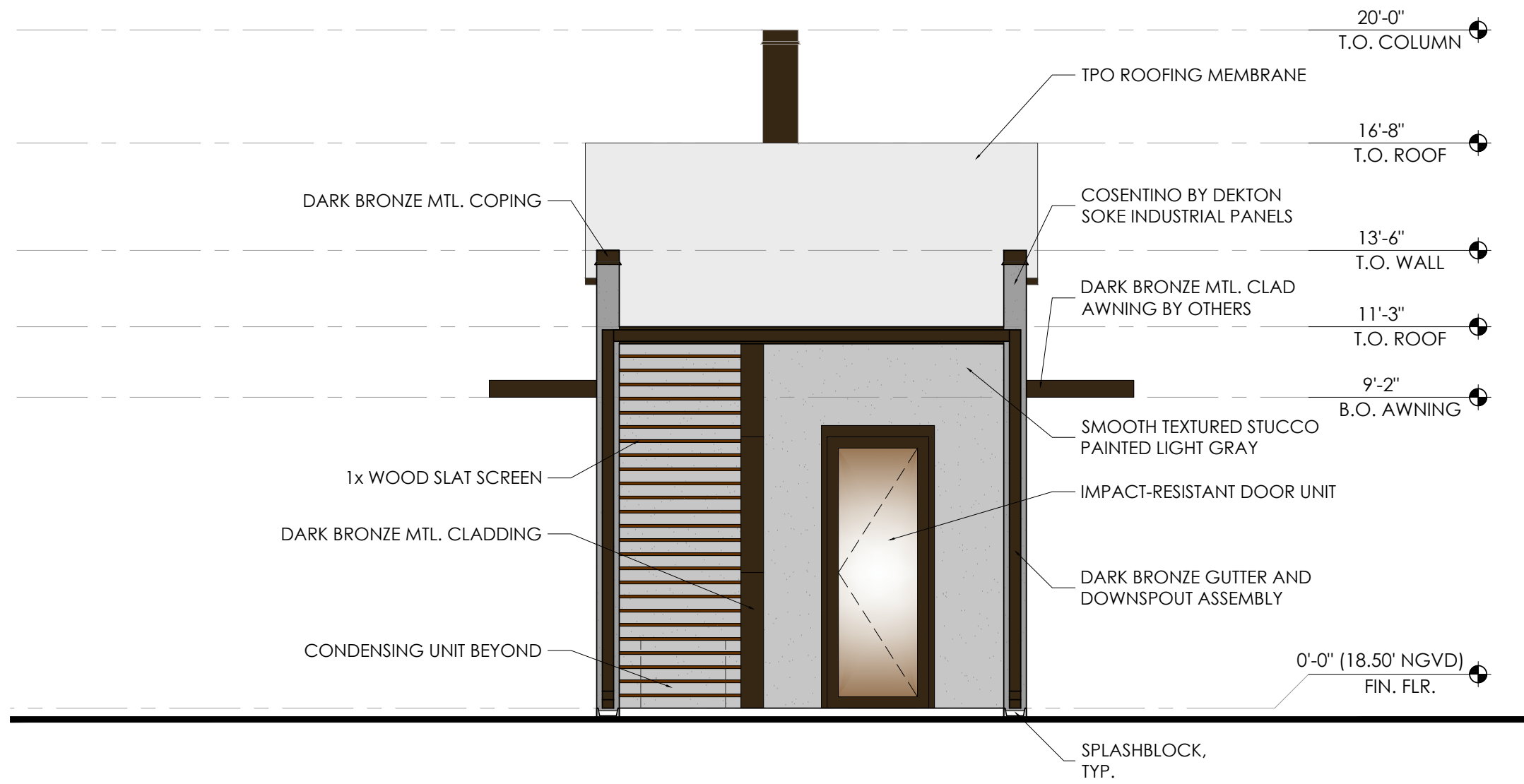
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DATE: 09-02-2025
DRWN. BY: CR
CAD REF: FLR

SHEET
A1.1

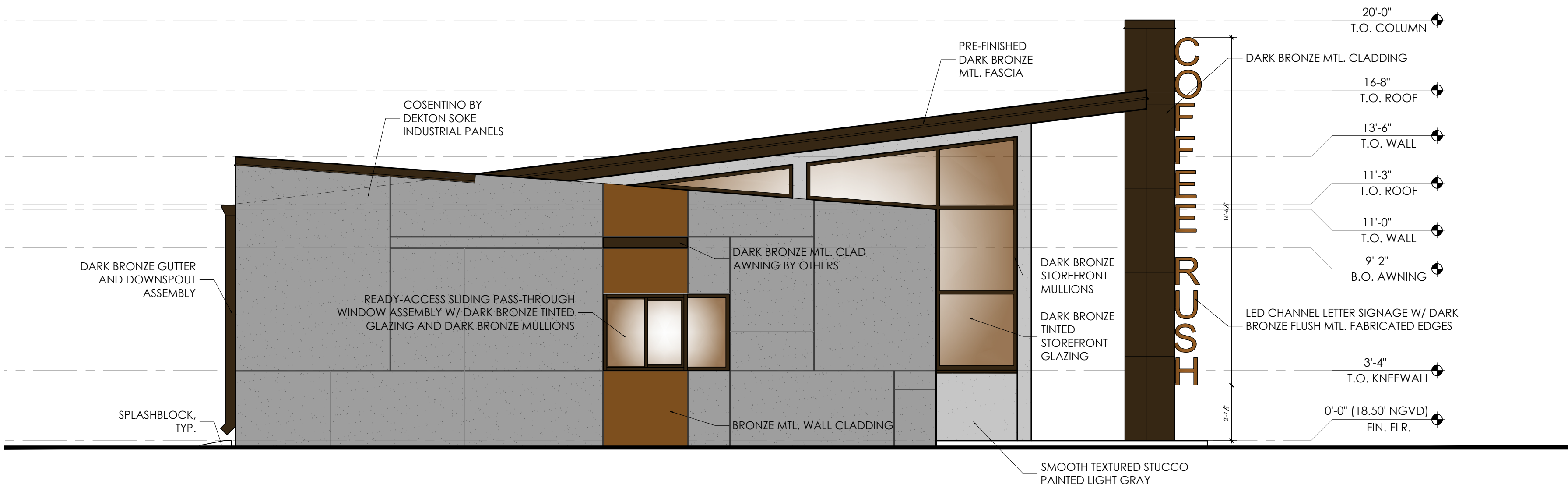
C:\USERS\ROD RICHARDSON\MK ARCHITECTURE DROBOX\MK ARCHITECTURE FILES\ACAD DWGS\MK ARCH\MK25015-COFFEE RUSH AT STUART LANDINGS_12 PROTOTYPE\CONSTRUCTION DOCUMENTS\MK25015-A4-ELEV.DWG \ September 3, 2025



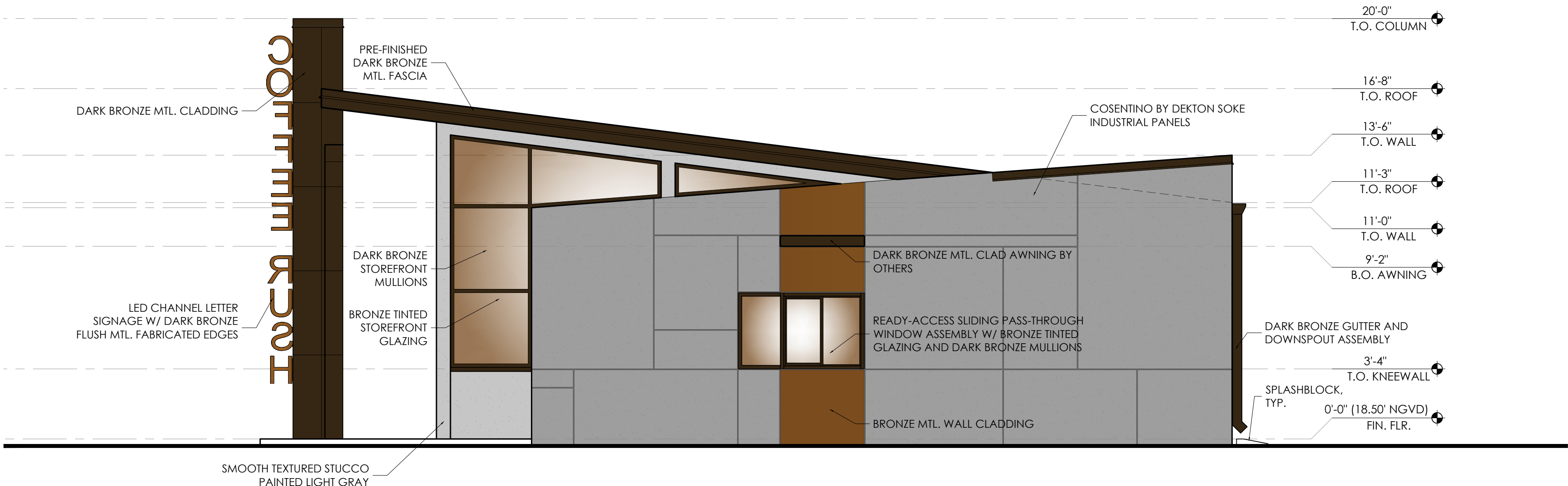
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"

SIGNAGE INFORMATION

SIGNAGE BASIS OF DESIGN:

LED CHANNEL LETTER SIGNAGE W/ DARK BRONZE FLUSH METAL FABRICATED EDGES

SIGNAGE LETTERING TO BE ATTACHED DIRECTLY TO THE CONCRETE COLUMN IT IS MOUNTED ON WITH MOUNTING FLANGES INTEGRAL WITH THE SIGN'S FLUSH METAL FABRICATED EDGES. FLANGES WILL BE BE FINISHED DARK BRONZE TO MATCH THE LETTER'S METAL EDGES AND REDUCE THEIR VISIBILITY. ALL THIS TO BE DESIGNED BY THE SIGNAGE MANUFACTURER.

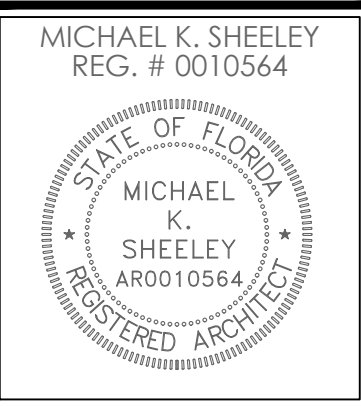
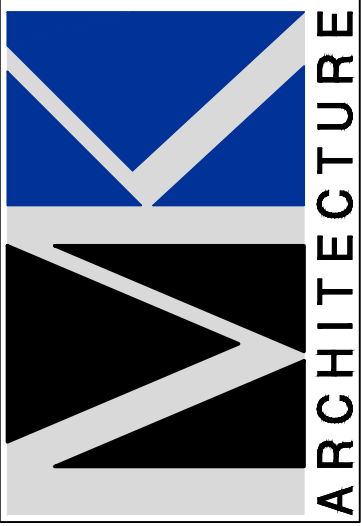
LETTERING COLOR AND MATERIAL TO BE DARK ORANGE ACRYLIC AS SHOWN AND WILL BE INTERNALLY ILLUMINATED WITH 6,000 K LED LIGHT NODES AT NIGHT TO GLOW DARK ORANGE. SIGN BRIGHTNESS NOT TO EXCEED LOCAL REQUIREMENTS.

LETTER TYPE FACE: ARIAL FONT
TYP. LETTER HEIGHT: 1'-4"
TYP. LETTER WIDTH: 1'-0"
LETTER THICKNESS: 5"
TOTAL SIGNAGE HEIGHT: 16'-6 1/2" (SEE ELEVATIONS)
TOTAL SIGNAGE AREA: 20.8 SF

No:	REVISIONS
1	
2	
3	
4	
5	

CONSTRUCTION DOCUMENTS FOR
COFFEE RUSH AT STUART LANDINGS
3991 SE FEDERAL HIGHWAY
STUART, FL

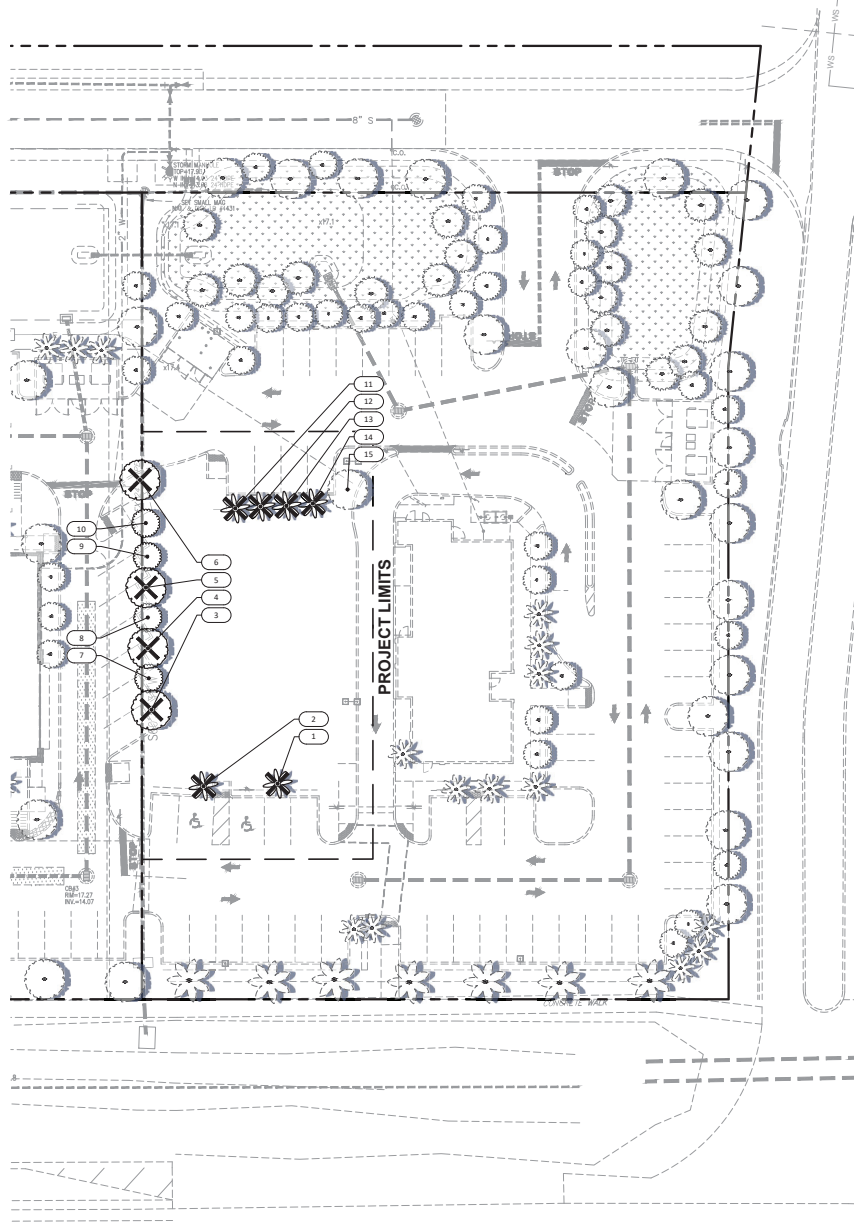
MK Architecture LLC
8200 College Parkway, Suite 101
Fort Myers, Florida 33919
239.482.2121
AR10564 ID6790
www.MK-ARCH.com



JOB:	MK25015C
DATE:	09-02-2025
DRWN. BY:	CR
CAD REF:	ELEV

SHEET
A4.1

Proj: Coffee 04/02/2024 11:03:31 AM User: jason@sunshine811.com Folder Path: C:\Data\Projects\2024\02-024-002-Coffee-Rush-Stuart Landings File Name: 2024-024-002-Tree Disposition Plan.dwg

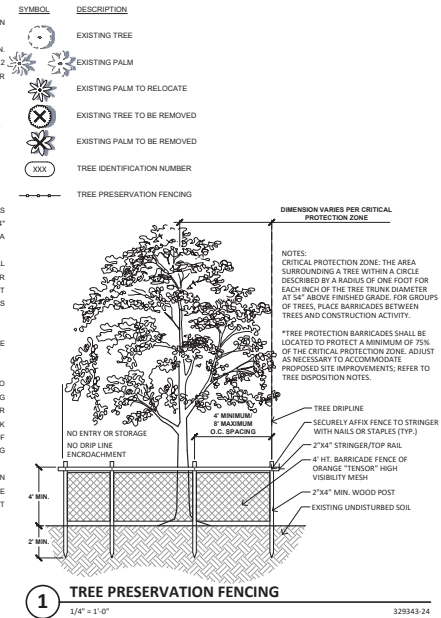


SE FEDERAL HIGHWAY (U.S. 1)

TREE DISPOSITION NOTES

- ROOT PRUNING AND WATERING PRIOR TO CONSTRUCTION:**
 - 1.1. TREE ROOT PRUNING AND TRIMMING TO BE PERFORMED UNDER THE SUPERVISION OF A CERTIFIED & LICENSED ARBORIST.
 - 1.2. ROOT PRUNE TREES A MINIMUM OF EIGHT (8) WEEKS PRIOR TO CONSTRUCTION. PRIOR TO ROOT PRUNING, THOROUGHLY WATER THE ROOT ZONE WITH AT LEAST 2 TO 3 INCHES OF WATER FOR 2 TO 3 DAYS PRIOR TO ROOT PRUNING. SEE BELOW FOR RELOCATION TIMELINE.
 - 1.2.1. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION.
 - 1.2.2. ROOT PRUNE TREES, SHOWN ON PLAN IN AREAS WHERE ROOTS WILL CONFLICT WITH CONSTRUCTION ACTIVITY. PRUNING OF ROOTS SHOULD BE DONE IN A MANNER TO PRESERVE THE GREATEST AMOUNT OF THE ROOT BASE AS POSSIBLE.
 - 1.2.3. BACKFILL TRENCH WITH PLANTING SOIL.
 - 1.2.4. FERTILIZE WITHIN THE ROOT ZONE (SEE NOTE 1.4).
 - 1.3. ACCOMPLISH ROOT PRUNING BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCH A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT-PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".
 - 1.4. CUT ALL EXPOSED ROOTS SMOOTHLY, WITH SHARP INSTRUMENTS. BACKFILL TRENCHES WITH SOIL CONSISTING OF 30% SILICA SAND AND 70% MUCK. WATER THOROUGHLY AFTER ROOT PRUNING, AND ONCE WEEKLY DURING THE ROOT REGENERATION PERIOD, WITH A SOLUBLE FERTILIZER THAT HAS A 20-20-20 ANALYSIS AT MANUFACTURER'S RECOMMENDED RATE.
- BRACING AND GUYING OF TREES AFTER ROOT PRUNING**
 - 2.1. PROVIDE BRACING AND GUYING TO ASSURE THE TREES' STABILITY DURING THE ROOT REGENERATION PERIOD; AS PER THE APPLICABLE DETAIL(S).
- ROOT ZONE PROTECTION**
 - 3.1. DURING THE ENTIRE CONSTRUCTION PERIOD, MAKE ALL REASONABLE EFFORTS TO PROTECT THE ROOT ZONE FROM DAMAGE. ERECT TREE PROTECTION BARRICADE AROUND THE TREES. PROTECT ALL PLANT MATERIAL DESIGNATED TO BE SAVED, OR OUTSIDE OF THE LIMITS OF CONSTRUCTION, DURING CONSTRUCTION WORK. WORK UNDER THESE ITEMS WILL INCLUDE CONSTRUCTION AND MAINTENANCE OF TEMPORARY BARRICADE FENCING TO PROTECT THE ROOT ZONES OF EXISTING TREES AND OTHER PLANTINGS.
 - 3.2. INSTALL A PROTECTION BARRIER OR TEMPORARY FENCE OF AT LEAST 4 FEET IN HEIGHT AROUND EACH TREE TO BE PROTECTED AND PRESERVED. INSTALL THE TREE PROTECTION PRIOR TO THE ACTUAL CONSTRUCTION START AND MAINTAIN IT FOR THE DURATION OF THE PROJECT.
 - 3.3. INSTALL TREE BARRICADE FENCING AS PER THE APPLICABLE DETAIL(S).

TREE DISPOSITION LEGEND



TREE DISPOSITION TABLE

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (INCH)	CONDITION	DISPOSITION	TREE MITIGATION (INCH)	NOTES
1	THRINAX RADIATA	FLORIDA THATCH PALM	-	POOR	REMAIN	-	NUTRIENT DEFICIENCY
2	THRINAX RADIATA	FLORIDA THATCH PALM	-	FAIR	REMAIN	-	
3	ACER RUBRUM	RED MAPLE	4"	DEAD	REMOVE	0"	DEAD, TRUNK DECAY, FRUITING BODIES
4	ACER RUBRUM	RED MAPLE	4"	DEAD	REMOVE	0"	DEAD, TRUNK DECAY, FRUITING BODIES
5	ACER RUBRUM	RED MAPLE	4"	DEAD	REMOVE	0"	DEAD, TRUNK DECAY, FRUITING BODIES
6	ACER RUBRUM	RED MAPLE	4"	DEAD	REMOVE	0"	DEAD, TRUNK DECAY, FRUITING BODIES
7	CORDIA SEBESTENA	ORANGE GEIGER TREE	3"	GOOD	RELOCATE	-	
8	CORDIA SEBESTENA	ORANGE GEIGER TREE	3"	GOOD	RELOCATE	-	
9	CORDIA SEBESTENA	ORANGE GEIGER TREE	3"	GOOD	RELOCATE	-	
10	CORDIA SEBESTENA	ORANGE GEIGER TREE	3"	GOOD	RELOCATE	-	
11	ADONDIS MERRILLI	CHRISTMAS PALM	4"	FAIR	REMOVE	0"	NUTRIENT DEFICIENCY
12	ADONDIS MERRILLI	CHRISTMAS PALM	4"	FAIR	REMOVE	0"	NUTRIENT DEFICIENCY
13	ADONDIS MERRILLI	CHRISTMAS PALM	4"	FAIR	REMOVE	0"	NUTRIENT DEFICIENCY
14	ADONDIS MERRILLI	CHRISTMAS PALM	4"	FAIR	REMOVE	0"	NUTRIENT DEFICIENCY
15	CONOCARPUS ERECTUS	GREEN BUTTWOOD	3"	FAIR	REMAIN	-	
TOTAL TREE MITIGATION REQUIRED:							0"

PERMIT DOCUMENTS



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!



1 SE Ocean Boulevard | Stuart, FL 34986
(407) 304-9332 | www.bortak.design

REGISTRATION

MARC STEFAN BORTAK, RLA, CPC, CDE



PROJECT INFORMATION

COFFEE RUSH:
STUART LANDINGS
3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

PROJECT NUMBER
2024-024-002

CLIENT PROJECT NUMBER
N/A

VERIFY SCALES

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

2025-05-28	CITY COMMENTS
2025-09-08	CITY COMMENTS

DATE OF ISSUE
9/10/2025

DRAWING TITLE
TREE DISPOSITION PLANS

DRAWING NUMBER
L1.01

GENERAL

1.1. WORK PERFORMANCE SHALL COMPLY WITH THE FOLLOWING:

1.1.1. THESE GENERAL NOTES, CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

1.1.2. ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES, ORDINANCES AND REGULATIONS.

1.2. THE BASE SECTION IS BASED UPON THE DESIGN BY THOMAS ENGINEERING GROUP, LLC ON 12/09/2024 AND IS ASSUMED TO BE CORRECT. IF SITE DISCREPANCIES ARE PRESENT, CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE IMMEDIATELY. IF CONTRACTOR CONTINUES WORK WITHOUT THE PROPER NOTIFICATION, CONTRACTOR DOES SO AT HIS OWN RISK.

1.3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION AND EQUIPMENT REQUIRED FOR THE WORK AS SHOWN ON THE CONSTRUCTION DOCUMENTS DESCRIBED HEREIN.

1.4. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUB-CONTRACTORS AS REQUIRED TO COMPLETE THE WORK OF THIS PROJECT.

1.5. CONTRACTOR SHALL VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER CONTRACTS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNERS REPRESENTATIVE FOR INSTRUCTIONS PRIOR TO ANY WORK.

1.6. CONTRACTOR TO NOTIFY "SUNSHINE STATE ONE CALL OF FLORIDA, INC." AT 1-800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.

1.7. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ALL UTILITY LOCATIONS AND INSTALLING FACILITIES SO AS NOT TO CONFLICT, THE LOCATION OF EXISTING UTILITIES SITE SHOWN AS WELL AS SHOWN ON RECORD DRAWINGS. IN RELATION TO ACTUAL EXISTING CONDITIONS, ANY DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT AND THE OWNER IN WRITING. NO EXPENSES OR RESPONSIBILITIES OF THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE LANDSCAPE ARCHITECT AND THE OWNER.

1.8. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, WATER, SANITARY SEWER, POWER, NATURAL GAS, TELEPHONE AND CABLE TV COMPANIES.

1.9. IT SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.

1.10. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND BY HAND. IF NECESSARY, THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AND AT NO EXPENSE TO THE OWNER.

1.11. THE SUCCESSFUL BIDDER SHALL FURNISH TO THE OWNER A UNIT PRICE BREAKDOWN FOR ALL MATERIALS. THE OWNER MAY, AT ITS DISCRETION, ADD OR DELETE FROM THE MATERIALS LISTED ON THE UNIT PRICE BREAKDOWN SUBMITTED.

1.12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS.

2. PRE-CONSTRUCTION RESPONSIBILITY

2.1. UPON RECEIPT OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE LANDSCAPE ARCHITECT, ANY OTHER PERTINENT PARTIES AND HIMSELF.

2.2. THE LOCATION OF ANY TEMPORARY SANITARY FACILITIES ONSITE LOCATION TO BE DETERMINED BY THE OWNER. JANITORIAL SERVICES SHALL BE PROVIDED BY CONTRACTOR THROUGHOUT THE DURATION OF PROJECT.

2.3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SITE, LOCATION, ELEVATION, AND MATERIALS OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. IF CONVEYANCE, AN EASING OR A RIGHT OF WAY MAY BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.

2.4. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAKE ARRANGEMENTS FOR THE FIELD LOGGING AND FOR THE RELOCATION OF TREES PROPOSED FOR RELOCATION. THIS SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULE. ANY DELAY CAUSED BY THE CONTRACTOR BY THE RELOCATION OF TREES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

2.5. CONTRACTOR SHALL VERIFY LIMITS OF CONSTRUCTION AS NOTED ON THE PLANS. ANY WORK PERFORMED OUTSIDE OF THE AGREED UPON LIMITS OF CONSTRUCTION SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR.

3. SITE DEMOLITION

3.1. ITEMS SHALL REMAIN UNLESS OTHERWISE NOTED ON THE PLANS). REMOVE DESIGNATED ITEMS SHOWN ON THE PLAN TO THE FULL DEPTH OF THEIR CONSTRUCTION UNLESS OTHERWISE NOTED.

3.2. ALL HARDSCAPE DESIGNATED FOR REMOVAL SHALL BE SAW CUT, LEAVING UNIFORM EDGES TO THE GREATEST EXTENT POSSIBLE. MATERIAL EDGES TO REMAIN SHALL BE SHORED UP AND PROTECTED. IDENTIFIED EDGES TO BE REMOVED SHALL BE REPAIRED TO MATCH. DAMAGED EDGES SHALL BE REPAIRED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

3.3. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS NOTED ON THE PLANS. ALL MATERIALS TO BE REMOVED OR REWORKING APPROVED BY THE ARCHITECT.

3.4. ALL EXISTING MATERIALS AS INDICATED ON THE PLANS, SALVAGED MATERIALS SHALL BE HANDLED WITH CARE AND STORED ON-SITE OR AS DIRECTED BY OWNER. CLEAN ALL DEBRIS AND CONSTRUCTION MATERIAL FROM SALVAGED ITEMS. REUSE AS DIRECTED BY OWNERS REPRESENTATIVE.

3.5. REMOVE CONCLUDED MATERIALS FROM SITE AND DISPOSE OF AS REQUIRED BY LOCAL, STATE OR FEDERAL LAWS.

3.6. CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, COASTAL DUNE SYSTEMS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION PROCESSES.

3.7. ALL IRRIGATION IN DEMOLITION AREA TO BE CAPPED AND ADJUSTED AS NECESSARY TO ENSURE OVERALL SYSTEM IS NOT AFFECTED.

4. TREE PRESERVATION

4.1. ALL TREES TO BE PRESERVED AS INDICATED ON THE TREE DISPOSITION PLAN SHALL BE PROTECTED BY TREE PROTECTION BARRICADE, UNLESS OTHERWISE NOTED ON PLAN.

4.2. TREE PROTECTION BARRICADES SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AROUND THE DRIP LINE OF EXISTING TREES TO BE PRESERVED IN PLACE, AS SHOWN ON PLAN. PRESERVATION BARRICADES SHALL BE LEFT IN PLACE THROUGHOUT DURING ALL PHASES OF CONSTRUCTION.

4.3. PRIOR TO ANY CONSTRUCTION A TREE PROTECTION BARRICADE INSPECTION SHALL BE CONDUCTED BY THE LANDSCAPE ARCHITECT, OWNER OR GOVERNING MUNICIPALITY. REFER TO PLANS FOR TREE PRESERVATION BARRICADE FENCING DETAIL.

4.4. LOGGING AND REMOVAL OF TREES SHALL BE CONDUCTED IN ACCORDANCE WITH THE LOCAL, STATE OR FEDERAL LAWS. THE SUPERVISOR IS A CERTIFIED ARBORIST IN ACCORDANCE TO THE FOLLOWING CONDITIONS:



COFFEE RUSH:
STUART LANDINGS
3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

CLIENT PROJECT NUMBER
N/A

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

- 1 2025-05-28
CITY COMMENTS
- 2 2025-09-08
CITY COMMENTS

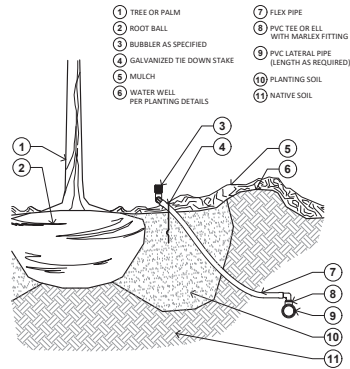
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LANDSCAPE SPECIFICATIONS

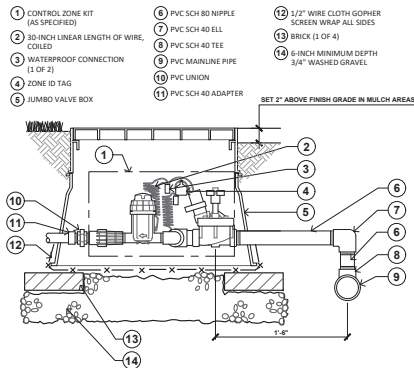
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1203

L2.03

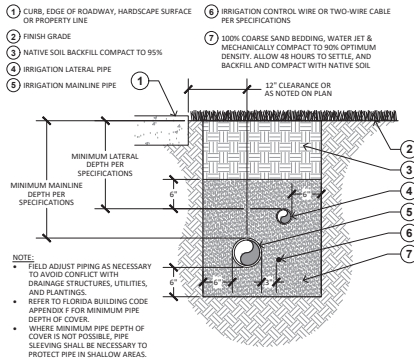
PERMIT DOCUMENTS



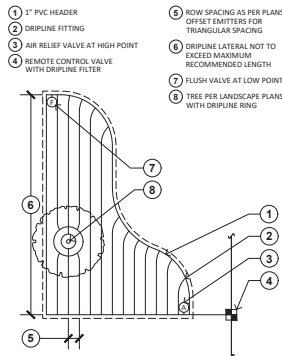
1 TREE BUBBLER



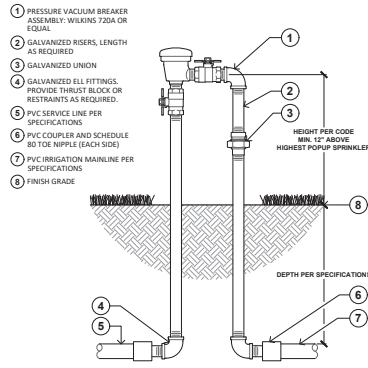
5 CONTROL ZONE KIT WITH BASKET FILTER



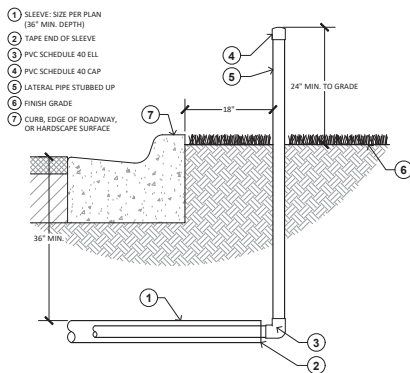
8 MAINLINE AND LATERAL TRENCH



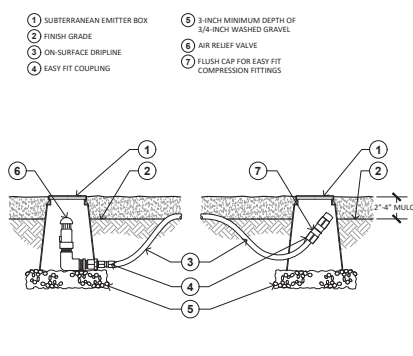
2 TYPICAL DRIPLINE LAYOUT



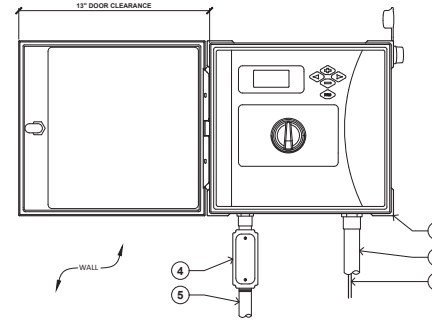
6 PRESSURE VACUUM BREAKER ASSEMBLY



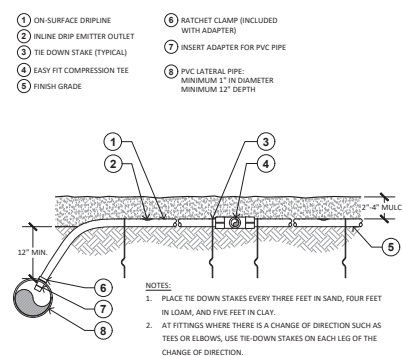
9 PIPE SLEEVING



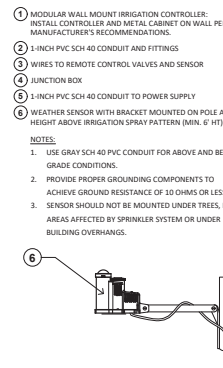
3 AIR RELIEF AND FLUSH VALVE



7 MODULAR WALL MOUNT CONTROLLER WITH WEATHER SENSOR



4 TYPICAL DRIPLINE AND HEADER



Florida Lighting Associates- Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Description	[MANUFAC]	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
	6	SL4	Single	VP-1-160L-100-4K7-4W-UNV-A3-DBT / VALMONT #1908-30504TE-D1-DDB-HH	BEACON	0.950	12416	92	552	20
	2	SL5	Single	VP-1-160L-100-4K7-5QW-UNV-A3-DBT / VALMONT #1908-30504TE-D1-DDB-HH	BEACON	0.950	12951	92	184	20

Contact Kaitlyn Terry at Florida Lighting Associates for quotation of fixtures
kaitlynt@floridalightingassociates.com

VIPER Area/Site

VIPER LUMINAIRE

FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1 G50
- Control options including photo control, occupancy sensing, NXL Lighting Controls™ LightGRiD® and 7-Pin with networked controls
- New customizable luminaire output feature allows for the wattage and lumens output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

CONTROL TECHNOLOGY

- EXTERNAL HANDHELD**
 - One-touch housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
 - Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat finish
- External handerman is corrosion resistant

OPTICS

- Micro Strike Optics (160, 320, 480, & 720 LED counts) provide uniformity in application and come standard with mid-power LEDs which evenly illuminate the entire area
- Strike Optics (36, 72, 108, & 162 LED counts) provide best in new applications with maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polyacetaldehyde frame to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logo found on page 3

- Both optics maximize target size illumination with minimal losses at the house-side, reducing light trespass issues. Additional backscatter shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weathertight seal
- Zero uplight and 0 degrees of tilt

Field-Adjustable Optics

Field-Adjustable Optics

INSTALLATION

- Mounting patterns for each arm can be found on page 4
- Optional universal mounting block for ease of installation and use with a variety of mounting systems as an option (ASDU) or accessory for square and round mounting systems
- All mounting hardware included
- Knickle arm filter option available for 2-3/8" OD

DATE: 5/18/25 LOCATION: STUART, FL
TYPE: SL4 PROJECT: COFFEE CORNER RESTAURANT
CATALOG #VP-1-160L-100-UK-4W-UN-AS-DBT

MICRO STRIKE STRIKE

SALES PROGRAMS

ELECTRICAL

- Universal 120-277V AC or 347-480V AC input voltage
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers allow output power over-voltage, over-current protection and on-board protection with auto recovery

- Field replaceable surge protection device provides 20kA surge protection meeting ANSI/IEEE C82.41-2 Category C and Surge Location Category C3. Automatically classifies fixture as line for protection when device is compromised

- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently to two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS

- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application

- 7-pin ANSI C136.41-2013 photometric receptacle option available for test load photocontrols or 0-10V dimming modules (control accessories sold separately)

- 0-10V Dimming Drivers are standard
- NXL Lighting Controls™ available in fixture wireless control module, features dimming and occupancy sensor
- LightGRiD® available in fixture configuration with wireless features dimming and occupancy sensor. Also available in 7-pin configuration

	BIMBA			
	VP1 (Strike 110P2 Size 2) VP3 (Size 2) VP4 (Size 2)	VP5 (Size 2) VP6 (Size 2)	VP7 (Size 2) VP8 (Size 2)	Config
Single Fixture	0.54	0.55	0.55	0.58
2x2	0.54	0.55	0.55	0.58
3x3	0.54	0.55	0.55	0.58
4x4	0.54	0.55	0.55	0.58
5x5	0.54	0.55	0.55	0.58
6x6	0.54	0.55	0.55	0.58
7x7	0.54	0.55	0.55	0.58
8x8	0.54	0.55	0.55	0.58
9x9	0.54	0.55	0.55	0.58
10x10	0.54	0.55	0.55	0.58
11x11	0.54	0.55	0.55	0.58
12x12	0.54	0.55	0.55	0.58
13x13	0.54	0.55	0.55	0.58
14x14	0.54	0.55	0.55	0.58
15x15	0.54	0.55	0.55	0.58
16x16	0.54	0.55	0.55	0.58
17x17	0.54	0.55	0.55	0.58
18x18	0.54	0.55	0.55	0.58
19x19	0.54	0.55	0.55	0.58
20x20	0.54	0.55	0.55	0.58
21x21	0.54	0.55	0.55	0.58
22x22	0.54	0.55	0.55	0.58
23x23	0.54	0.55	0.55	0.58
24x24	0.54	0.55	0.55	0.58
25x25	0.54	0.55	0.55	0.58
26x26	0.54	0.55	0.55	0.58
27x27	0.54	0.55	0.55	0.58
28x28	0.54	0.55	0.55	0.58
29x29	0.54	0.55	0.55	0.58
30x30	0.54	0.55	0.55	0.58
31x31	0.54	0.55	0.55	0.58
32x32	0.54	0.55	0.55	0.58
33x33	0.54	0.55	0.55	0.58
34x34	0.54	0.55	0.55	0.58
35x35	0.54	0.55	0.5	



VIPER Area/Site

VIPER LUMINAIRE

MICROSTRIKE OPTICS – ORDERING GUIDE

CATALOG # VP-1-160L-100-4K7-4W-UNV-A3-DST

DATE 8/18/25

LOCATION STUART, FL

TYPE SL4

PROJECT COFFEE RUSH- STUART

CATALOG # VP-1-160L-100-4K7-4W-UNV-A3-DST


Service Program
Limit of 15 luminaires



VP		1	160L-100			
Series	Optic Platform	Size	Light Engine	CCT/CRI		
VIP Viper Area	BLANK Micro Strike	1 Size 1	160L-35 ¹ 35W - 5,500 Lumens 160L-50 ² 50W - 7,500 Lumens 160L-75 70W - 10,000 Lumens 160L-100 100W - 12,000 Lumens 160L-115 115W - 15,000 Lumens 160L-135 135W - 18,000 Lumens 160L-160 160W - 21,000 Lumens	AP AP-Amber Phosphor Converted 2782 2700K, 80 CRI	Distribution 2 Type 3 3 Type 2 4F Type 4 Forward 4W Type 4 Wide 50W Type 5 Square Wide	Optic Rotation BLANK No Rotation L Optic rotation left R Optic rotation right
		2 Size 2	320L-145 145W - 21,000 Lumens 320L-170 170W - 24,000 Lumens 320L-185 185W - 27,000 Lumens 320L-210 210W - 30,000 Lumens 320L-235 235W - 33,000 Lumens 320L-255 255W - 36,000 Lumens 320L-315 ³ 315W - 40,000 Lumens	3K7 3000K, 70 CRI 3K8 3000K, 80 CRI 35K3 3500K, 80 CRI	UNV 120-27V 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	
		3 Size 3	480L-285 285W - 40,000 Lumens 480L-320 320W - 44,000 Lumens 480L-340 340W - 48,000 Lumens 480L-390 390W - 52,000 Lumens 480L-425 425W - 55,000 Lumens 480L-470 470W - 60,000 Lumens	3K9 3000K, 90 CRI 4K7 4000K, 70 CRI 4K8 4000K, 80 CRI 4K9 4000K, 90 CRI		
		4 Size 4	720L-430 435W - 60,000 Lumens 720L-475 475W - 65,000 Lumens 720L-515 515W - 70,000 Lumens 720L-565 565W - 75,000 Lumens 720L-600 600W - 80,000 Lumens CLO Custom Lumen Output	5K7 5000K, 70 CRI 5K8 5000K, 80 CRI		

A3	D&T		Options	Network Control Options
Meaning	Color	Options		
A	Arm mount for square pole/flat surface (B&D Pattern) (Does not include round pole adapter)	BLT Black Matte Textured	F Fusing	NXWS-16F NX Networked Wireless Enabled Integrated NXSM2-AM160 PIR Occupancy Sensor with Automatic Dimming Protocol and Bluetooth Programmable Dimmer
A	Arm mount for round pole	BLS Black Gloss Smooth	ZPZ End Power Input	NXWS-4AF NX Networked Wireless Enabled Integrated NXSM2-AM40 PIR Occupancy Sensor with Automatic Dimming Protocol and Bluetooth Programmable Dimmer
ASQU	Universal arm mount for square pole	BLT Dark Bronze Matte Textured	ZDR Dual Power Input	NXWS-16F NX Networked Wireless Enabled Integrated NXSM2-AM160 PIR Occupancy Sensor with Automatic Dimming Protocol and Bluetooth Programmable Dimmer
A	Adjustable arm mount for round pole	DBS Dark Bronze Gloss Smooth	T Telesies Entry	NXWS-16F NX Networked Wireless Enabled Integrated NXSM2-AM160 PIR Occupancy Sensor with Automatic Dimming Protocol and Bluetooth Programmable Dimmer
AU	Adjustable arm for pole mounting (decorative drill pattern)	DBS Dark Bronze Gloss Smooth	BC Backlight Control	WIR LightGRIP® - In-Fixture Module
ADU	Adjustable arm mount for round pole	GT Graphite Matte Textured	TB Terminal Block	WIRC-14F LightGRIP® - Module and Occupancy Sensor 14ft Mounting height WIRC-40F LightGRIP® - Module and Occupancy Sensor 40ft Mounting height
ADU	Decorative upsert arm (universal drill pattern)	LGS Light Grey Gloss Smooth		
ADU	Decorative upsert arm mount for round pole	LGT Light Grey Gloss Textured		
MAF	Max arm filter for 2-3/8" OD horizontal arm	PSS Platinum Silver Smooth		
K	Knurled	WH White Matte Textured		
T	T-Runnion	JWS White Gloss Smooth		
WB	Wall Bracket, horizontal tenon with adjustable arm	VG Verde Green Textured		
WM	Wall mount bracket with decorative upsert arm			
WA	Wall mount bracket with adjustable arm	Gold Option		
Programmed Controls SCP - F Sensor Control Protocol, 800-40F ADD Auto/Dim Time Based Dimming ADD Auto/Dim Time of Day Dimming - Some voltage restrictions may apply when combined with controls - Not available with 480V - Not available with 24" or 36" pole heights - Not available with 1" or 2" diameter pole heights - Not available on SCHEMATE request to program SCP motion sensor. Must select R or L. - Please refer to page 5 for mounting pole options				



valmont ^{7/8}
STRUCTURES
ALUMINUM

**8' TO 30' ROUND TAPERED
EMBEDDED (DIRECT BURIAL) POLES**

- 8' to 30' mounting heights.
- Tenons, brackets, and arms designed for single or multiple luminaire mounting.
- Luminaires may be mounted on tenons, brackets or shaft may be drilled to manufacturer's mounting specifications.

SPECIFICATIONS

All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Aluminum Association Standards.

Shaft: The shaft shall be spun tapered from all new seamless 6063 alloy aluminum tubing and shall be heat treated to produce a T6 temper. Each shaft shall have a minimum of 6" straight length at the top. Top straight section serves as a slipfit for a luminaire or for the hub of the appropriate Valmont bracket or tapered arm. Alternatively, the straight section may be drilled for mounting luminaires. The shaft shall be cone tapered to the base diameter. All Valmont shafts shall be polished with fine grain aluminum oxide cloths, resulting in a high quality circumferential satin brushed finish. After finishing, each pole shall be wrapped for protection in shipment.

Direct Embedment: Unless otherwise specified, the length of the embedded section of a 4" diameter shaft shall be 3', 5" and 6" shall be 4', 7" and 8" shall be 5'. A 1-1/2" diameter grommetted wire inlet hole located 1' 6" below grade shall be included. The embedded section of the pole shall be coated inside and outside with zinc rich paint.

Special Finishes: Natural anodize, duranodic, or painted finishes may be specified as an addition to the satin brushed finish, if required. All aluminum parts and accessories shall receive a finish similar to that specified.

Ground Lug: Each pole shall include a 5/16"-18 tapped provision for ground connector.

Handhole: Available as an option.

Anti-Rotation Device: Available as an option.

CATALOG LOGIC									
Feet and Inches	Top Diameter	Base Diameter	Wall Thickness	Shape of Shaft	Base or Mounting	Future Mounting	Finishes	Options	
0758 - 6"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	POLYESTER POWDER		See Accessory
0906 - 10"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DRB - Bright Red		See Accessory
1100 - 12"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DCO - Charcoal Grey	DMA - Natural Alum	See Accessory
1300 - 14"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
1400 - 16"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
1500 - 18"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
1700 - 18"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
1900 - 20"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
2000 - 20"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
2900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
3900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
4900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
5900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
6900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
7900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
8900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9400 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9500 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9600 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9700 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9800 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
9900 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
10000 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
10100 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
10200 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
10300 - 30"	TOP DIAMETER 30 - 3"	HOLES IN BASE 2 HOLES OF AN INCH		T - Tapered Round	E - Embossed	DR - Drilled	DMA - Metal Bronze	DMA - Natural Alum	See Accessory
10400 - 30"	TOP DIAMETER 3								

* For available Basic Diameter, Wall Thickness and Length Combinations, see Dimensional Load Data Table that follows.

DIRECT BURIAL
LIGHT POLE

TYPE SL4 & SL5 AREA LIGHTS

Gregory A Reynolds



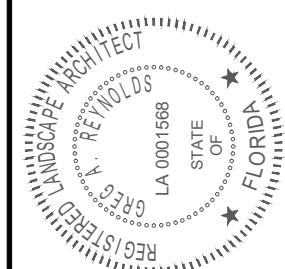
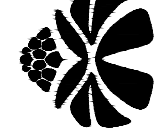
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SCALE	AS NOTED
DESIGNED BY	ML
DRAWN BY	BW
CHECKED BY	GR

PHOTOMETRIC PLAN

COFFEE RUSH
STUART LANDINGS

STUART



Engineering & Planning, Inc.

1172 SW 30th Street • Palm City • Florida • 34990

(772) 286-8030 • www.MackenzieEngineeringInc.com

January 24, 2025

Kristopher McCrain
Principal Planner
City of Stuart Development Department
121 SW Flagler Ave
Stuart, FL 34994



Digitally signed by
Shaun G MacKenzie
Date: 2025.01.24
16:11:59 -05'00'

Shaun G. MacKenzie P.E.
Florida License No. 61751

Re: Coffee Rush –Stuart, Florida
Traffic Impact Analysis Update

Dear Kristopher:

MacKenzie Engineering and Planning, Inc. is submitting this updated Traffic Impact Statement for the proposed project, Coffee Rush. Coffee Rush is located at the northeast corner of US 1 & Walmart Driveway and south of SE Miami Ave in Stuart, Florida (Property ID 38-38-41-027-000-00030-0).

Approved Site

The approved site plan included 31,275 SF of retail use and a 2,845 SF Fast-food restaurant with drive-thru window.

Proposed Site

The applicant's revised site plan proposes 26,587 SF of retail use and 3,233 SF fast food restaurant with a drive through use.

Description	Intensity (Square Feet)		
	Approved	Proposed	Change
Existing Aldi	31,275	17,837	-
Existing Retail A		8,750	-
Subtotal Retail	31,275	26,587	-4,688
Existing Burger King Fast Food Restaurant w/ a Drive Through	2,845	2,845	-
Future Fast Food Restaurant w/ a Drive Through no indoor seating	-	388	388
Subtotal Fast Food Restaurant w/ a Drive Through	2,845	3,233	+388

Trip Generation

The trip generation is based on the Institute of Transportation Engineers (ITE) report, Trip Generation (11th Edition). The proposed change in the approved use results in decreased trip generation and net trips as shown in Exhibit 1. In addition, driveway trips are also projected to decrease slightly for PM peak hour and daily conditions as compared to approved use trips. AM peak hour driveway trips are projected to increase slightly.

Pass-by rates for retail and fast food are based on Martin County's "Martin County Impact Fee Study Technical Report" (Dec 2012). Pass-by rates for coffee shop are based on ITE's report, Trip Generation (11th Edition).

TRIP GENERATION			
Scenario	Trip Generation (trips)		
	Daily	AM Peak Hour (in/out)	PM Peak Hour (in/out)
Concurrency Approval	1,396	91(50/41)	133(68/65)
Proposed Development	1,325	91(50/41)	124(63/61)
Net Change in Trips	-71	0 (0/0)	-9 (-5/-4)

The new proposed intensities reduce trips during all time periods; therefore, Coffee Rush will continue to meet the conditions within the Concurrency Approval.

The driveway trips decrease in the PM peak hour (-4 trips) and daily (-10 trips) periods but increase in the AM peak hour (28 trips).

A dedicated right-turn lane exists at the project's primary driveway off US 1. Left and right-turn lanes exist on US 1 at Miami Avenue. Dedicated turn lanes at the driveway & Miami Avenue intersection are not needed or recommended because Miami Avenue is a low speed, low volume local road.

009059
© MacKenzie Engineering and Planning, Inc.
CA 29013

EXHIBIT 1									
Coffee Rush									
Trip Generation									
Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
<u>Existing Site Traffic</u>									
Strip Plaza <40K	31.275	1000 SF	1,549	61	37	24	175	88	87
Fast Food Restaurant w/ DT	2.845	1000 SF	1,330	127	65	62	94	49	45
Subtotal			2,879	188	102	86	269	137	132
<u>Internal Capture</u>									
Strip Plaza <40K	AM	DAILY							
Fast Food Restaurant w/ DT	8.2%	3.4%	85	5	3	2	6	2	4
Subtotal	3.9%	6.4%	85	5	2	3	6	4	2
<u>Pass-By Traffic</u>									
Strip Plaza <40K	AM	PM							
Fast Food Restaurant w/ DT	48.0%	48.0%	703	27	16	11	81	41	40
Subtotal	49.0%	49.0%	610	60	31	29	43	22	21
<i>NET EXISTING TRIPS</i>			1,313	87	47	40	124	63	61
<i>Total Existing Driveway Volumes</i>			1,396	91	50	41	133	68	65
			2,709	178	97	81	257	131	126
<u>Proposed Site Traffic</u>									
Strip Plaza <40K	26.587	1000 SF	1,352	55	33	22	156	78	78
Fast Food Restaurant w/ DT	2.845	1000 SF	1,330	127	65	62	94	49	45
Coffe/Donut Shop + DT + No indoor	1	Drive-Through lane	179	36	18	18	15	8	7
Subtotal			2,861	218	116	102	265	135	130
<u>Internal Capture</u>									
Strip Plaza <40K	AM	DAILY							
Fast Food Restaurant w/ DT	10.9%	3.8%	81	6	3	3	6	2	4
Coffe/Donut Shop + DT + No indoor	3.1%	4.3%	57	4	2	2	4	3	1
Subtotal	5.6%	13.3%	24	2	1	1	2	1	1
<u>Pass-By Traffic</u>									
Strip Plaza <40K	AM	PM							
Fast Food Restaurant w/ DT	48.0%	48.0%	610	24	14	10	72	36	36
Coffe/Donut Shop + DT + No indoor	49.0%	49.0%	624	60	31	29	44	23	21
Subtotal	90.0%	98.0%	140	31	15	16	13	7	6
<i>NET PROPOSED TRIPS</i>			1,374	115	60	55	129	66	63
<i>Total Proposed Driveway Volumes</i>			1,325	91	50	41	124	63	61
			2,699	206	110	96	253	129	124
<i>NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)</i>			(71)	0	0	0	(9)	(5)	(4)
<i>NET CHANGE IN DRIVEWAY VOLUMES</i>			(10)	28	13	15	(4)	(2)	(2)
Note: Trip generation was calculated using the following data:									
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour		
					in/out	Rate	in/out	Equation	
Strip Plaza <40K	822	1000 SF	(T) = 42.2 (X) + 229.68	48%	60/40	Ln(T) = 0.66 Ln(X) + 1.84	50/50	Ln(T) = 0.71 Ln(X) + 2.72	
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03	
Coffe/Donut Shop + DT + No indoor	938	Drive-Through lane	179	90/98	50/50	T = 53.21(X) - 17.43	50/50	15.08	

\\mackserver\server\data\jobs - share drive\009 - thomas engineering group\059 - coffee rush - stuart\traffic\coffee rush 1-22-25.xlsx\ngen (west-p)

ITE 11th Edition

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EXHIBIT 2

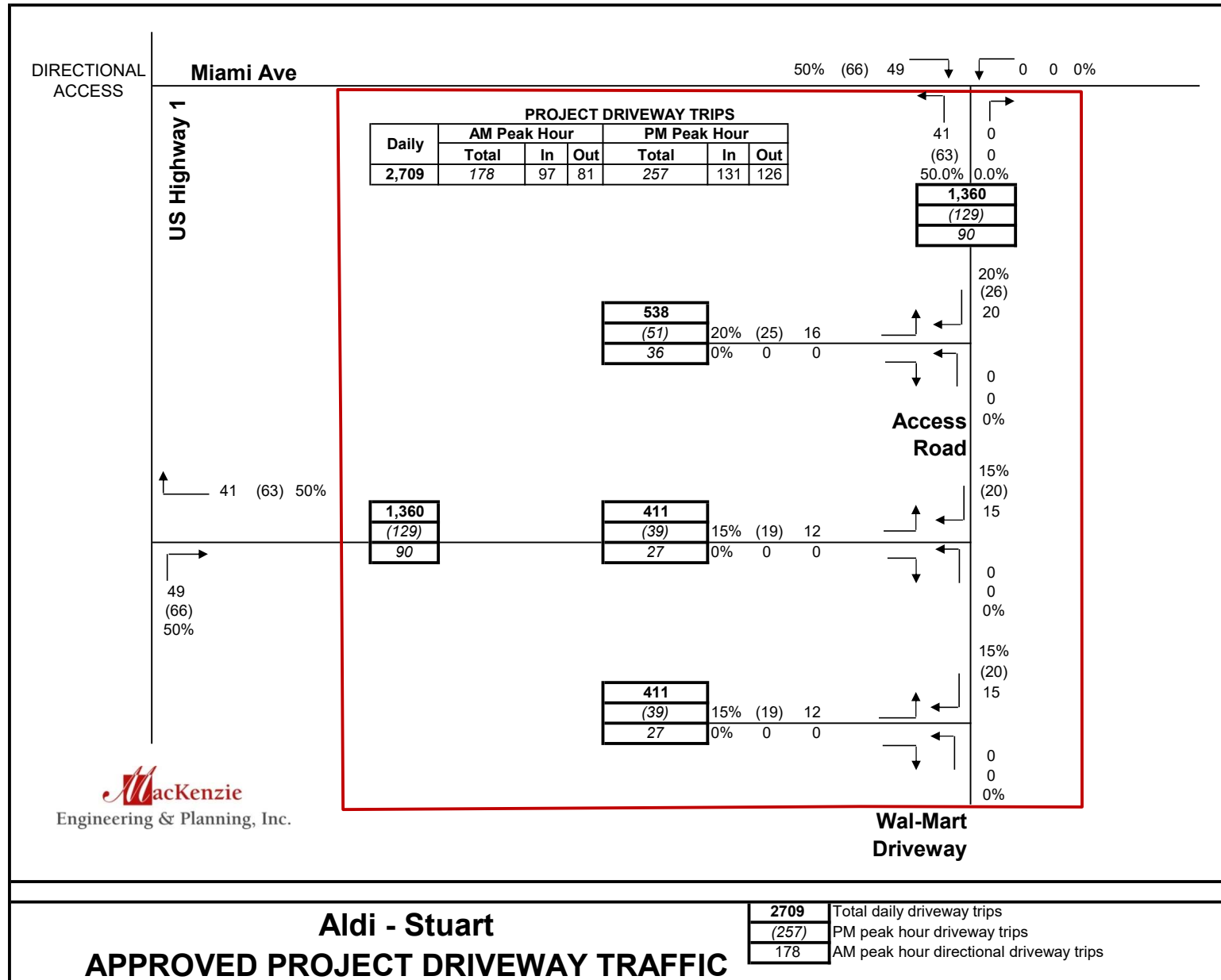


EXHIBIT 3

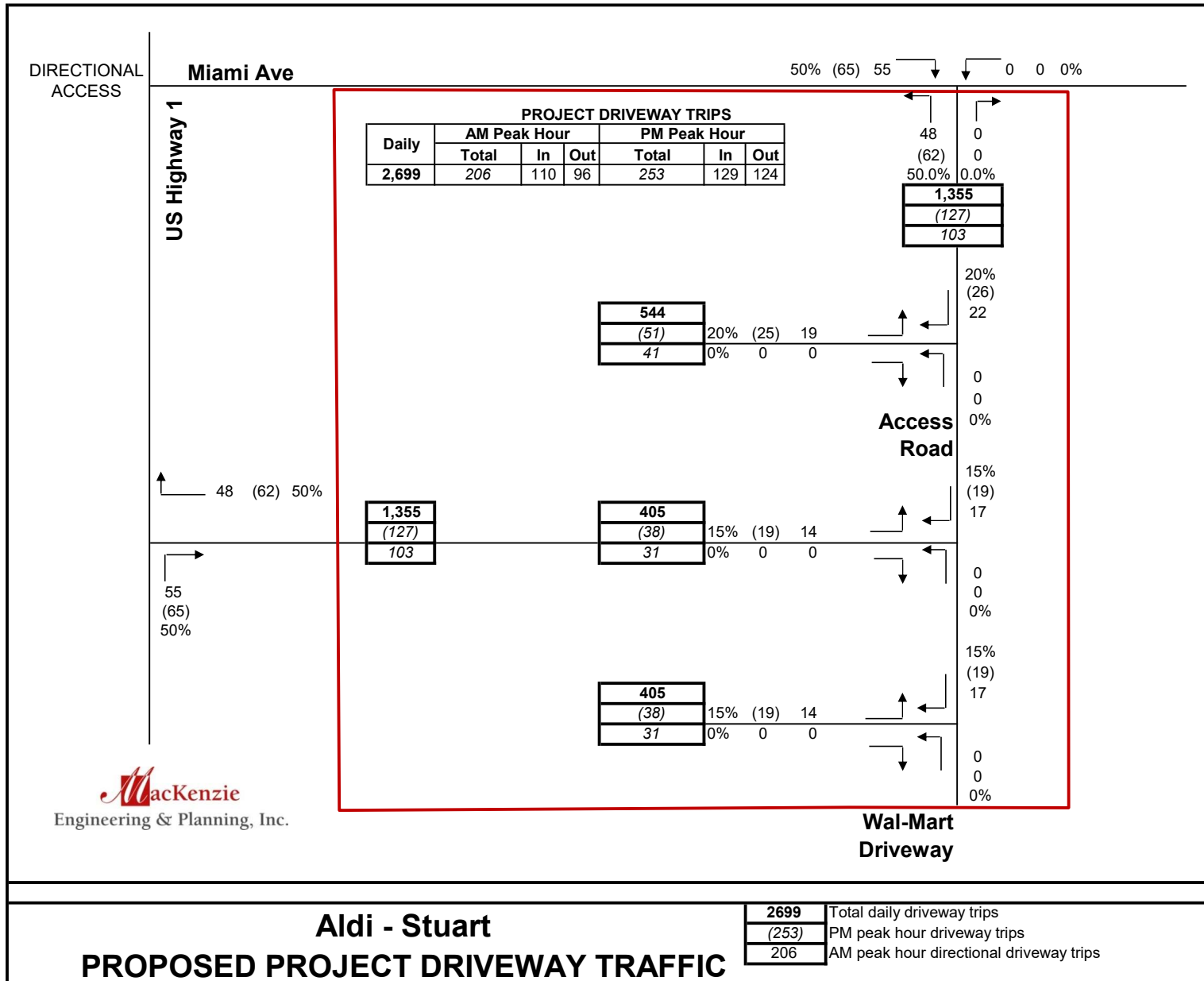
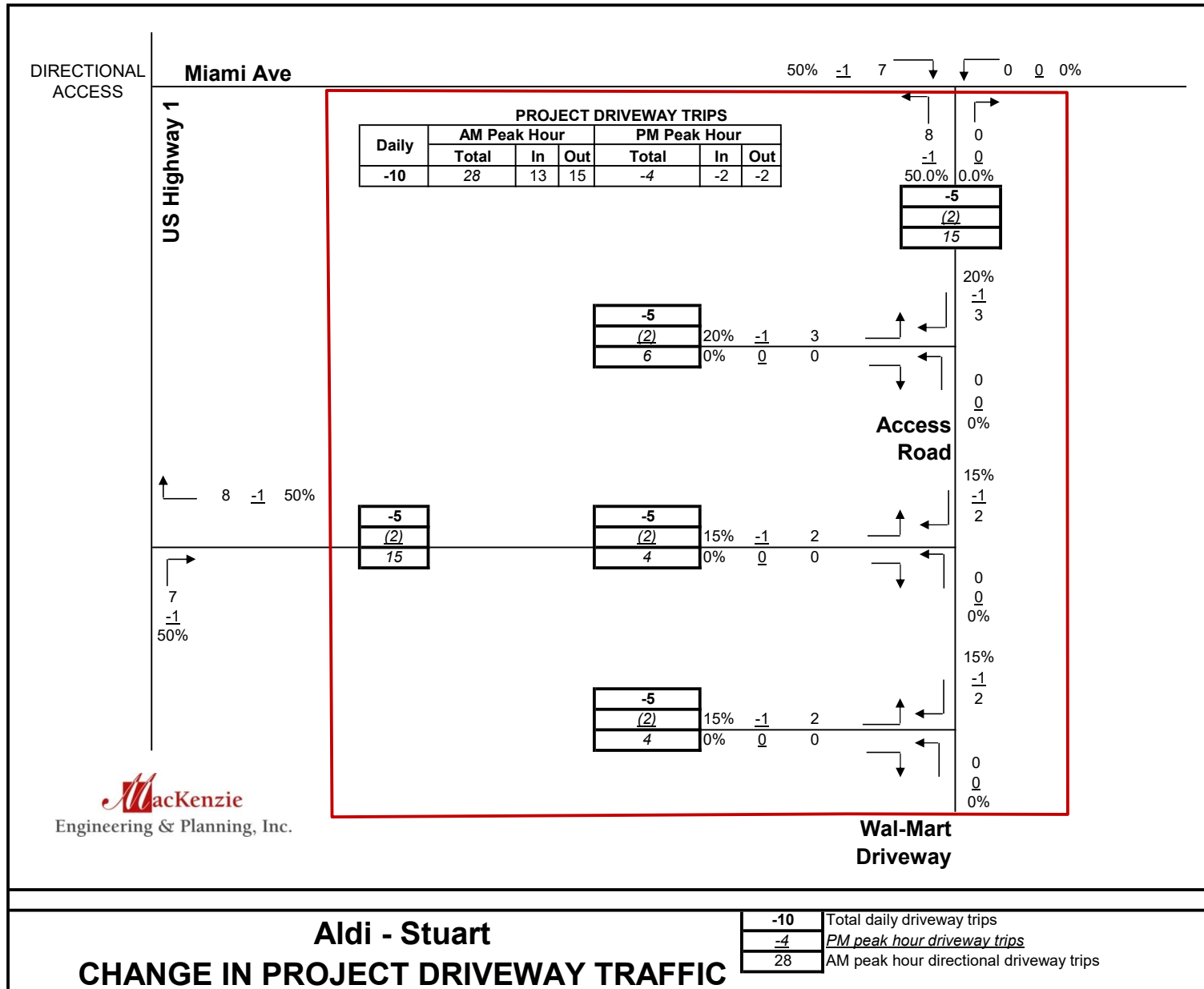
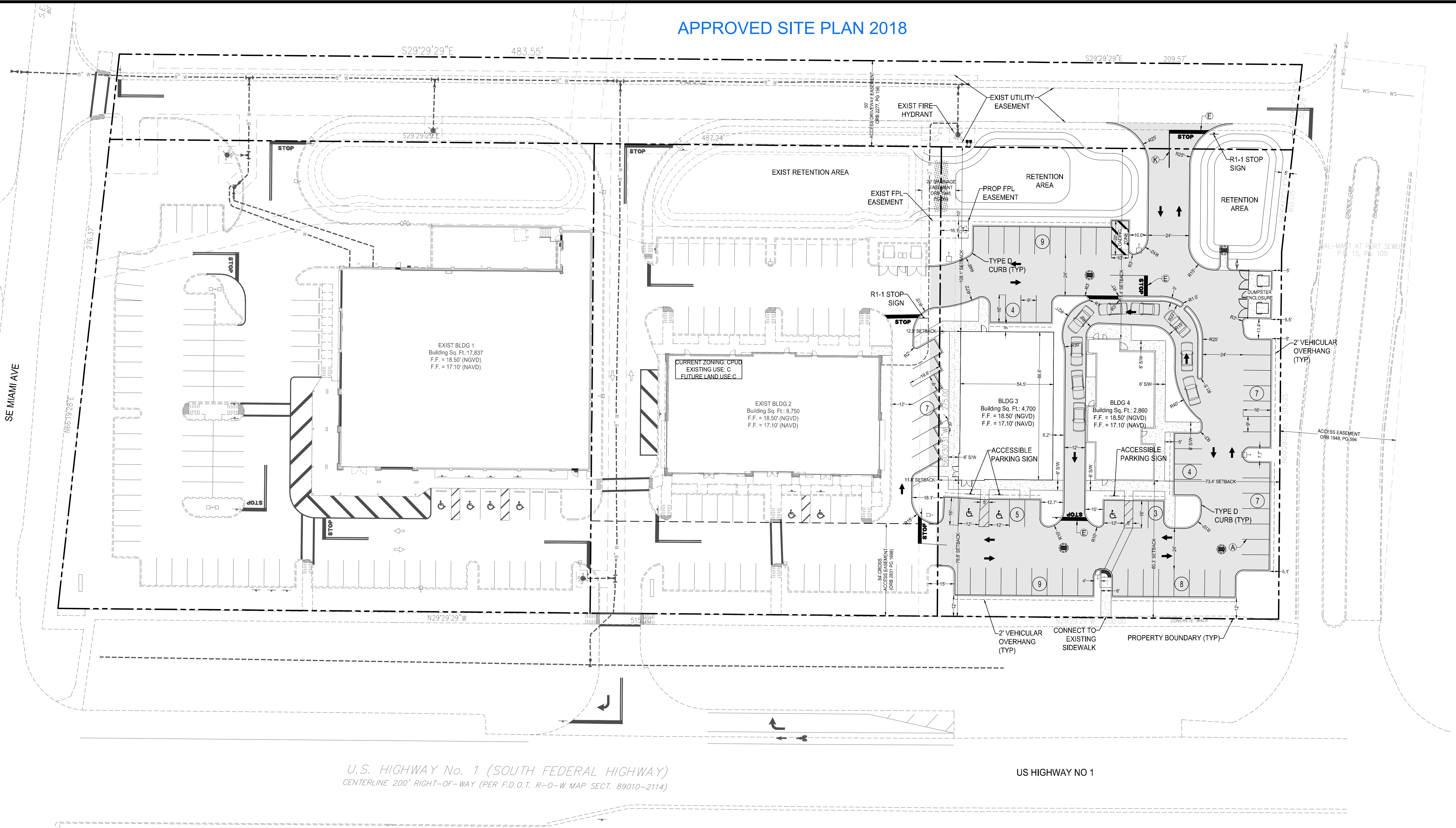
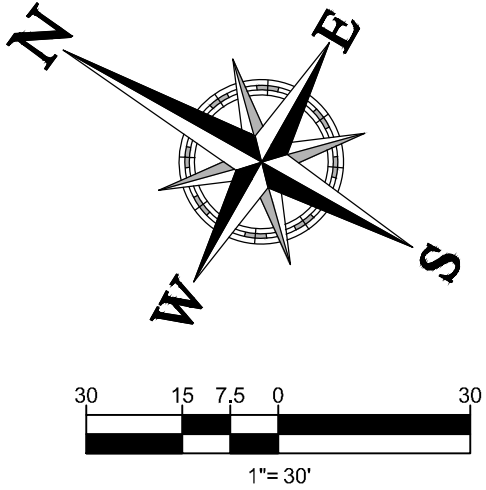


EXHIBIT 4



APPROVED SITE PLAN 2018

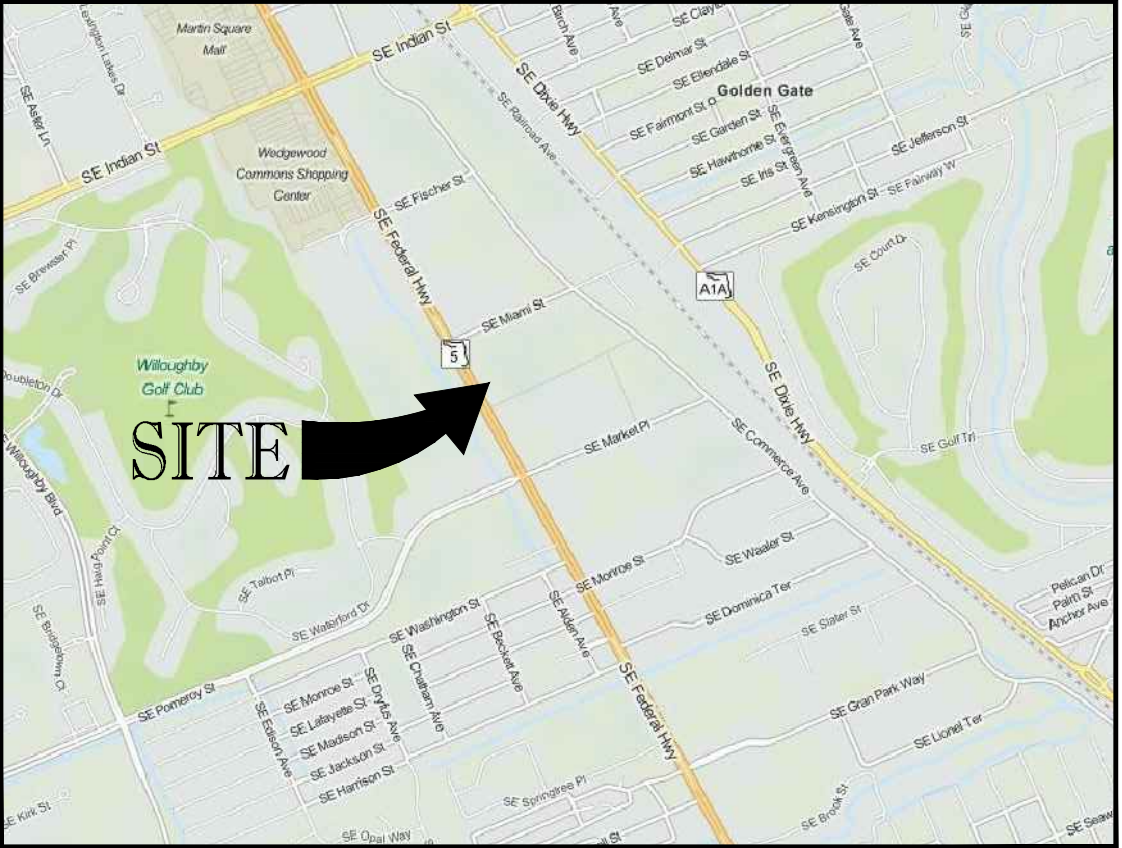


U.S. HIGHWAY No. 1 (SOUTH FEDERAL HIGHWAY)
CENTERLINE 200' RIGHT-OF-WAY (PER F.D.O.T. R-O-W MAP SECT. 89010-2114)

US HIGHWAY NO 1

- GENERAL NOTES:**
- PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL NO.T-P-13
 - ALL REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN ACCORDANCE WITH PALM BEACH COUNTY TYPICAL T-P-13
 - THERMOPLASTIC SHALL CONFORM TO THE REQUIREMENTS OF THE FLORIDA D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE SECTION 711- MINIMUM THICKNESS 90MILS (ALKYD ONLY) EXTRUDED ONLY.
 - THESE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), HOWEVER, WHERE CONFLICTS EXIST, TYPICAL T-P-13 SHALL TAKE PRECEDENCE OVER F.D.O.T. STANDARD SPECIFICATIONS.
 - THERMOPLASTIC SHALL NOT BE INSTALLED ON ROADWAY UNTIL FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
 - ALL STOP BARS SHALL BE PLACED 4' BEHIND CROSSWALKS
 - ALL STOP BARS AND CROSSWALK STRIPING SHALL BE THERMOPLASTIC
 - ALL RADII ARE 5' UNLESS OTHERWISE NOTED

- STRIPING KEY**
- A = 4" SOLID WHITE
 - B = 6" SOLID WHITE
 - C = 12" SOLID WHITE
 - D = 18" SOLID WHITE
 - E = 24" SOLID WHITE
 - F = 6" SKIP WHITE TYP (10'-30')
 - G = 6" SKIP WHITE TYP (6'-10')
 - H = 6" SKIP WHITE TYP (2'-4')
 - I = 6" SOLID YELLOW
 - J = 18" SOLID YELLOW
 - K = 6" DOUBLE YELLOW



LOCATION MAP

ALL ELEVATIONS ARE BASED ON
NATIONAL GEODETIC VERTICAL
DATUM OF 1929 (NGVD1929)

THOMAS
ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LANDSCAPE ARCHITECTS

1000 CORPORATE DR.
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F. 561-203-7503

4950 W. KENNEDY BLVD.
SUITE 100
JUPITER, FL 33458
P. 561-379-1100
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REV.	DATE:	COMMENT:	BY:

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CHECKED BY:	BMU
DATE:	5/17/18
CAD I.D.:	FJ180013-SITE PLAN

PROJECT:

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LANDINGS
PHASE II**

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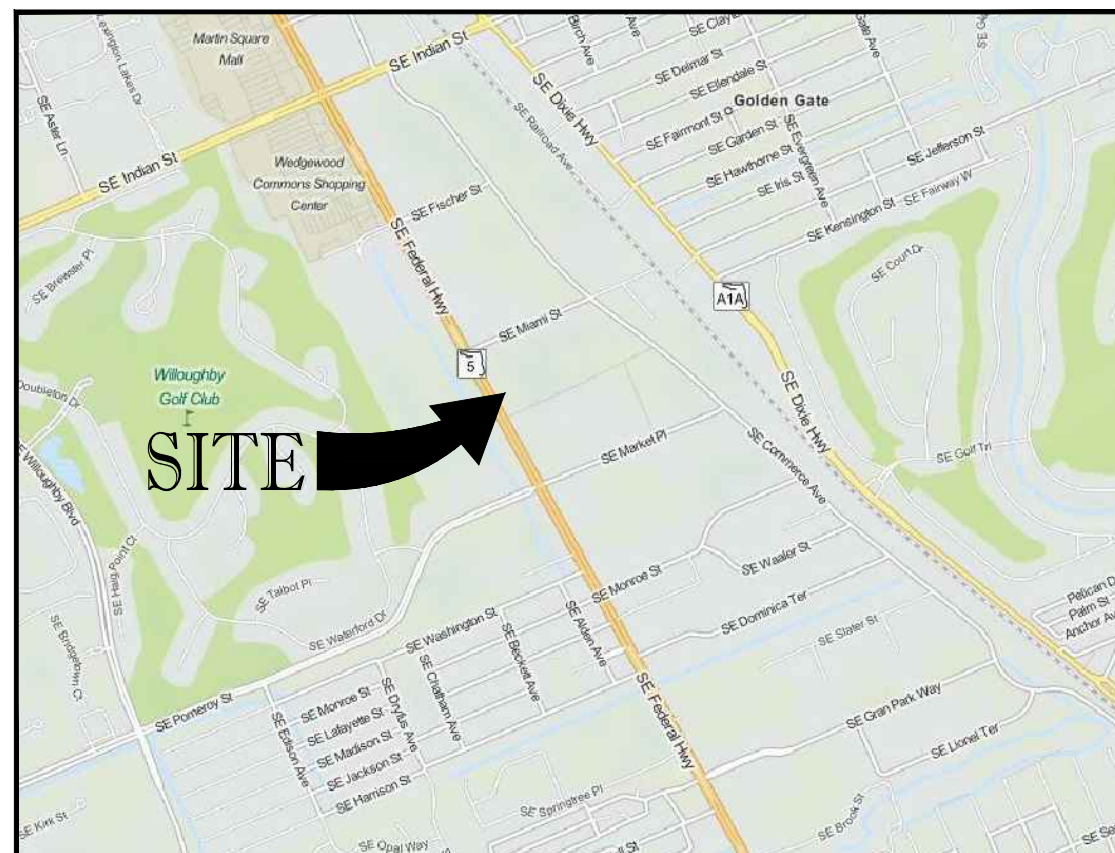
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OVERALL SITE PLAN

SHEET NUMBER:

C-03

1''=2000'



SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

C-04

- | |
|--|
| |
|--|



To: Kristopher McCrain
Principal Planner
City of Stuart Development Department

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: February 28, 2025

Re: **Coffee Rush**
Final Review of Traffic Impact Study

Kimley-Horn has reviewed the traffic impact study (dated January 24, 2025) prepared by MacKenzie Engineering & Planning Inc. related to the above-mentioned project. The provided memo is an update to a previously approved study.

It is anticipated that the new proposed trip generation potential will result in a decrease from what was previously approved. The changes are as follows: a reduction of 71 daily trips, no change in AM peak hour trips (0 entering / 0 exiting), and a decrease of 9 PM peak hour trips (-5 entering / -5 exiting). Therefore, impacts to off-site intersections and roadways are not anticipated.

Thank you for the opportunity to assist the City of Stuart in reviewing this project. Please contact us if you have any questions or need additional information.

June 26, 2025

Ms. Diana Spriggs, P.E.
Regulatory Division Director
City of St. Port Lucie Public Works Department
121 S.W. Port St. Lucie Blvd, Building B
Port St. Lucie, FL 34984

RE: **Coffee Rush**
Port St. Lucie, Florida

Dear Ms. Spriggs:

Kimley-Horn and Associates, Inc. has undertaken the following queueing analysis to evaluate anticipated drive-through queues for a proposed Coffee Rush shop. The site is located on the east side of Village Parkway, just north of Meeting Street, in Port St. Lucie, Florida. The proposed Coffee Rush will be approximately 384 square feet with dual drive-through lines and 700 SF of outdoor seating.

Kimley-Horn has prepared this stacking analysis to be included as a part of the site plan application to the City of Port St Lucie to determine if adequate stacking is provided on-site. The conceptual site plan for the project site is included in **Attachment A**.

Coffee Rush Drive-Through Queuing Calculations

Queuing counts were previously collected at three Coffee Rush locations in Oregon from the hours of 6:00AM to 10:00AM. The data was recorded in one-hour intervals and included the number of vehicles serviced, the maximum queue observed, and the estimated wait time to the service window within the drive-through lanes. Data from the other Coffee Rush locations in Oregon include the addresses 2410 SW Cedar Hills Blvd, 360 Warner Milne Rd, and 12210 SW Scholls Ferry Rd in Oregon. The collected queuing counts are provided in **Attachment B**.

Proposed Coffee Rush

For this analysis, customer demand at the Coffee Rush drive-through lanes were evaluated to determine a conservative queue that could form upon buildout. The capacity of the proposed drive-through lane design was evaluated for adequacy to provide for the highest observed queuing demand across the three sites. As shown in **Table 1** below, the maximum observed queue between both drive-through lanes across three sites was five vehicles. The proposed Coffee Rush includes two drive-through lanes. Both the southbound drive-through and the northbound drive-through provide space for five vehicles each. The proposed drive-through lane design provides enough stacking on both the northbound and southbound drive-throughs to adequately handle the highest observed queuing demand. It should be noted that the northbound drive-through provides stacking for four vehicles before reaching the drive aisle. To support stacking, a 'Do Not Block' sign and pavement marking was added in the drive aisle, allowing Coffee Rush patrons to queue behind the stop sign without disrupting the flow of traffic.

Additionally, as shown in the site plan, a bypass lane is provided just before the position of the fifth vehicle in the southbound drive-through queue. This lane can be accessed by any vehicle queued in line prior to that point. While vehicles queued beyond the bypass lane do not have direct access to it, the owner has indicated that on site personnel will assist in reducing patron wait times by servicing vehicles ahead of the service window. As a result, vehicles beyond the bypass lane are expected to have a minimal wait times.

Table 1 – Maximum Observed Queues and Proposed Stacking Area

Provided On-Site Drive Through Vehicle Queing (Northbound Drive Through)	Provided On-Site Drive Through Vehicle Queing (Southbound Drive Through)	Site 1: Maximum Queue Observed (TOTAL)	Site 2: Maximum Queue Observed (TOTAL)	Site 3: Maximum Queue Observed (TOTAL)	Maximum Queue Across All Sites (TOTAL)	Adequate Queuing Provided?
5	5	4	5	5	5	Yes

Conclusion

A queuing analysis was performed for a proposed Coffee Rush located on the east side of Village Parkway, just north of Meeting Street, in Port St. Lucie, Florida. The proposed Coffee Rush will be approximately 384 square feet with dual drive-through lines and 700 SF of outdoor seating.

Based upon the queuing data from the Coffee Rush shops in Oregon, the maximum observed queue between both drive-through lanes across three sites was five vehicles. The proposed Coffee Rush includes two drive-through lanes. The southbound drive-through provides space for five vehicles and the northbound drive-through provides space for five vehicles. The proposed drive-through lane design provides enough stacking on the northbound and southbound drive throughs to adequately handle the highest observed queuing demand.

Please contact us if you have any questions or need additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Digitally signed
by Adam B Kerr
Date: 2025.06.27
07:36:32 -04'00'

Adam B. Kerr, P.E.
Transportation Engineer

Florida Registration Number: 64773

Attachments: Conceptual Site Plan
 Coffee Rush Queuing Data

K:\WPB_TPTO\Kinlen\Coffee Rush PSL\Queuing Analysis\2025-06-20 Coffee Rush Queuing Analysis.docx

ATTACHMENT A
Conceptual Site Plan

THE PROPOSED DEVELOPMENT SITE SHALL NOT PRODUCE HAZARDOUS WASTE AS IDENTIFIED AND DEFINED BY CITY CODE CHAPTER 50.

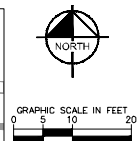
WHERE ARTIFICIAL OUTDOOR LIGHTING IS PROVIDED, IT SHALL BE DESIGNED AND ARRANGED SO THAT NO SOURCE OF THE LIGHTING WILL BE A VISIBLE NUISANCE TO ADJOINING PROPERTY USED OR ZONED FOR A RESIDENTIAL PURPOSE. IN ADDITION, THE LIGHTING SHALL BE DESIGNED AND ARRANGED SO AS TO PROVIDE PUBLIC STREETS AND HIGHWAYS AND ALL ADJACENT PROPERTIES FROM DIRECT GLARE OR UNDESIRABLE LIGHT POLLUTION OF ANY KIND.

THE PROPOSED DEVELOPMENT IS WITHIN THE BOUNDS OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL CONCEPTUAL RESOURCE PERMIT #05-01588-2-16 AND SHALL ADHERE TO THE CONDITIONS OF AFOREMENTIONED PERMIT.

THE PROPOSED DEVELOPMENT WILL GENERATE THE FOLLOWING DRIVEWAY TRIPS BASED ON ITE 11TH EDITION LAND USE CODE 939:

- 190 DAILY NET NEW EXTERNAL TRIPS
- 36 TOTAL AM PEAK HOUR
- 16 TOTAL PM PEAK HOUR

AT THE CURRENT TIME, THERE ARE NO PROPOSED OR EXISTING WATER SUPPLY WELL LOCATIONS WITHIN 100' OF THE PROJECT SITE & THERE ARE NO WELLFIELD PROTECTION ZONES WITHIN 200' OF THE PROJECT SITE.

[illegible]

	ACCESSIBLE PARKING (FTP-20-06)
	PENALTY
	30° STOP SIGN (R1-1)
	9-BUTTON SIGN

	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	LANDSCAPE AREA

— — — PROPERTY LINE

DEVELOPMENT DATA		
TAX PARCEL ID NO.	4310-002-0011-000-2	
PROJECT FUTURE LAND USE	NCD	
PROJECT ZONING	MPUD	
MAX BUILDING HEIGHT	75'	
PROPOSED MAX BUILDING HEIGHT	15' - 4"	
AREA BREAKDOWN		
TOTAL AREA OF TRACT (MIN 10,000 SF/LOT)	21,197 SF	100.00%
AREA OF PROPOSED BUILDINGS	360 SF	0.49% AC
AREA OF PROPOSED PAVEMENT	11,277 SF	0.36 AC
TOTAL PROP. IMPERVIOUS AREA (MAX 80%)	11,837 SF	0.367 AC
TOTAL PROPOSED OPEN SPACE	9,060 SF	0.223 AC

BUILDING SETBACKS			
	BUFFER	SETBACK	PROPOSED
NORTH	10 FT	25 FT	32.20 FT
SOUTH	5 FT	10 FT	75.00 FT
EAST	5 FT	10 FT	73.80 FT
WEST	10 FT	25 FT	49.20 FT

PARKING DATA	
OVERALL PARKING PROPOSED:	SPACES
STANDARD PARKING PROVIDED	10
ACCESSIBLE PARKING PROVIDED	1
TOTAL PARKING PROVIDED	11
OVERALL PARKING REQUIRED:	
STANDARD PARKING REQUIRED	*10
ACCESSIBLE PARKING REQUIRED	1
TOTAL PARKING REQUIRED	*11

ENVIRONMENTAL SITE ASSESSMENT*				
DESCRIPTION	FOUND (Y/N)	AGENT CONTACT INTD	MANAGEMENT PLAN (Y/N)	RELOCATION PLAN (Y/N)
WETLANDS	N	N/A	N/A	N
RARE HABITAT	N	N/A	N/A	N
THREATENED SPECIES	N	N/A	N/A	N
ENDANGERED SPECIES	N	N/A	N/A	N
SPECIES OF SPECIAL CONCERN	N	N/A	N/A	N
INVASIVE ALIENIC VEGETATION	N	N/A	N/A	N

* ENVIRONMENTAL SITE ASSESSMENT COMPLETED WITHIN THE EXISTING P25-1 LAND USE AND TRANSPORTATION PROJECT.

CALL 48 HOURS
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811

IT'S THE LAW!
DIAL 811

Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1985 (NAVD
83). TO CONVERT TO NGVD 28 ELEVATION, ADD 1.8
TO THE NAVD 83 ELEVATION.

PSLUSD PROJECT # 11-342-48-07	CITY OF PORT ST. LUCIE PROJECT # P25-019	SHEET NUMBER C-150
----------------------------------	---	-----------------------

ATTACHMENT B
Coffee Rush Queuing Data

Coffee Rush Queuing Analysis Data

CEDAR HILLS STORE 6/11/2025	6AM - 7AM	7AM - 8AM	8AM - 9AM	9AM - 10AM	TOTAL
Total Cars	25	32	40	34	131
Total Cars Lane 1	13	11	20	13	57
Total Cars Lane 2	12	21	20	21	74
Longest Line	2 Cars	3 Cars	4 Cars	3 Cars	
Wait Time to Window	2.47 min	4.48 min	5.12 min	4.11 min	
HILLTOP STORE 6/12/2025	6AM - 7AM	7AM - 8AM	8AM - 9AM	9AM - 10AM	
Total Cars	31	55	42	34	162
Total Cars Lane 1	15	26	20	16	77
Total Cars Lane 2	16	29	22	18	85
Longest Line	3 Cars	5 Cars	4 Cars	3 Cars	
Wait Time to Window	3.45 min	7.13 min	5.33 min	4.41 min	
SCHOLLS FERRY STORE 6/13/2025	6AM - 7AM	7AM - 8AM	8AM - 9AM	9AM - 10AM	
Total Cars	49	51	45	34	179
Total Cars Lane 1	26	25	24	21	96
Total Cars Lane 2	23	26	21	13	83
Longest Line	4 Cars	5 Cars	4 Cars	3 Cars	
Wait Time to Window	5.38 min	7.27 min	5.26 min	4.32min	
Average Wait Time/No of Cars	2 Cars	3 Cars	4 Cars	5 Cars	
	3.2 min	4.7 min	5.8 min	7.6 min	

September 26th, 2025

City of Stuart
121 S.W. Flagler Ave.
Stuart Florida 34994

Attention: Staff

Re: Project Name: Coffee Rush, Stuart Landings- Phase II, Application MJPD-25-2 , 3991 SE Federal Hwy.

Dear Staff,

The following is a response to staff comments dated: August 26th, 2025, below are the comments along with our responses in bold:

- 1) **PRIOR COMMENT:** On June 18, 2025, the Development Department met with Ron Yost to discuss the Coffee Rush at Baker Road Publix. During the meeting, Mr. Yost mentioned the possibility of producing a traffic study to show the expected number of vehicle trips at the Coffee Rush drive-throughs. If you plan to deviate from the minimum queueing standards of ten (10) queueing spaces (five in each drive-through lane). The Development Department recommends that the applicant submit the drive-through trip study for Coffee Rush (at Stuart Landings CPUD) to be included within the published agenda item for the Local Planning Agency and City Commission public hearings.

APPLICANT RESPONSE: Drive Thru study was submitted with previous submittal and included again with this submittal.
FOLLOW-UP COMMENT: The City of Stuart Development Department has not received a drive-through study for the proposed CPUD Amendment application. The queueing analysis submitted under this Major CPUD Amendment application is for a project located in Port St. Lucie, Florida. Do you have a queueing analysis for the proposed development at this location?

RESPONSE: The recent queueing analysis is for similar stores; we believe this to be more accurate than estimating conditions for a future store.

Should you have any questions or require any additional information please do not hesitate to contact me at 772.888.3138.

Thank you for your time and kind consideration with regard to this matter.
Sincerely,

THOMAS ENGINEERING GROUP, LLC



Jason Gunther, PE 58629 / Branch Manager/ jgunther@thomaseg.com



January 29, 2025
068.494

Kristopher McCrain
CITY OF STUART
121 SW Flagler Ave
Stuart, FL 34994
(772) 266-9427
kmccrain@ci.stuart.fl.us

**RE: COFFEE RUSH – MINOR PUD AMENDMENT
APPROVAL**

Dear Mr. McCrain:

CAPTEC Engineering (CAPTEC) has reviewed the submittal materials received via email on January 17, 2022. The Applicant is requesting a Minor PUD Amendment for the Coffee Rush, located at 3991 SE Federal Highway, in Stuart.

CAPTEC has reviewed the following information provided by the Applicant to the City:

- Civil Plan (1-14-25)
- Site Plan (1-14-25)
- Planned Unit Development (PUD) Amendment Application form

CAPTEC reviewed the submitted items for drainage compliance. Although no drainage statement was provided, CAPTEC determined that the proposed project is consistent with the existing SFWMD permit for the site. Therefore, the project is **approved**.

CAPTEC performed this review for the City of Stuart in order to confirm compliance with the applicable City of Stuart Codes and Regulations. Neither the Reviewer nor the City of Stuart is the Design Engineer of Record and, therefore, neither entity accepts responsibility for the accuracy or contents of the design documents and/or other data submitted by the Applicant. This project has not been reviewed for any Martin Count/FDOT criteria.

The applicant is requested to provide a written response to the above comments. CAPTEC's fees for the above stated review are attached. Payment is due upon receipt of this letter to the applicant. CAPTEC will not review further response to comments until all prior fees are paid in full.

Please note suggestions provided by CAPTEC are offered in order to assist the Applicant in complying with the City of Stuart Codes and Regulations. However, the Applicant bears the burden of demonstrating that their submittal meets the applicable City Code requirements.

If you should need further clarification or have any questions with regard to this matter, please feel free to contact me.

Sincerely,



Joseph W. Capra, P.E.
City Engineer Consultant

Attachment: invoice

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

Meeting Date: 1/12/2026

Prepared by: Mechelle Arbuzow

Title of Item:

1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2546-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE "WINDEMERE POINT" COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYE'S RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMERE DRIVE AND NW FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Joseph Castellana of 1560 Boone, LLC, owner of the property located at 1951 NW Federal Highway, seeks to amend the Commercial Planned Unit Development (CPUD) to facilitate the development of a Popeye's restaurant with double drive-through facility within the vacant footprint and remove the retail portion of Phase 3B to complete the Windemere Point Planned Unit Development.

The Windemere Point Commercial Planned Unit Development (CPUD) comprises three parcels, designated with CPUD zoning and a Commercial Future Land Use classification, totaling approximately nine (9) acres. The specific parcel where the proposed project will be located totals 1.64 acres.

The applicant is requesting approval from the Stuart City Commission to construct a 1,995-square-foot Popeye's restaurant featuring a dual drive-through. Under the original Planned Unit Development (PUD) approval, Phase 3B included both a restaurant and a retail component. The applicant now seeks to amend the Commercial Planned Unit Development (CPUD) to eliminate the retail portion, designating the restaurant as the sole use for Phase 3B. The original CPUD approved two (2) wall signs totaling 84 square feet. The current application originally requested ten (10) wall signs totaling 300.3 square feet. Upon feedback from the Local Planning Agency (LPA) Board meeting held on November 13th, 2025, the applicant modified the request to four (4) wall signs totaling 224.3 square feet.

Staff does find the proposed development to be consistent with the City's Land Development Regulations and Comprehensive Plan. However, the signage portion of the proposed development is not consistent with the original CPUD approval.

Funding Source:

N/A

Recommended Action:

Motion to move Ordinance No. 2546-2026 to Second Reading.

ATTACHMENTS:

1. 2546-2025 Major Amendment CPUD
2. Staff Report

3. Major PUD Amendment Application
4. Master Site Plan
5. Survey
6. Outparcel Site Plan
7. Building Elevation and Signage
8. Building Renderings
9. Alternative Building Elevation and Signage
10. Alternative Building Renderings
11. Drainage Report Statement
12. Engineering Plan C-1
13. Engineering Plan C-2
14. Irrigation Plan LI-1
15. Irrigation Plan LI-2
16. Landscape Plan LP-1
17. Landscape Plan LP-2
18. Traffic Analysis
19. Tree Disposition Plan
20. PDQ Sign Package



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

ORDINANCE NUMBER 2546-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE “WINDEMERE POINT” COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYES RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMER DRIVE AND N.W. FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt, amend, and enforce land development regulations that are consistent with and serve to implement the City’s Comprehensive Plan; and

WHEREAS, pursuant to the Florida Local Government Development Agreement Act, Florida Statutes § 163.3220 *et. Seq.*, the City of Stuart ha

WHEREAS, on May 11, 1998, the City Commission adopted Ordinance No. 1545-97, the voluntary annexation by the City of Stuart of annexation parcel #F4 being generally a 9.0-acre parcel of land on the east side of U.S. Highway One in Section 29, Township 37 South, Range 41 east,

Martin County, Florida, upon the petition of the owner thereof: declaring that the voluntary petition for annexation filed pursuant to Florida Statutes §171.044 bears the signature of the owner of the property to be annexed and that such application complies with all requirements of Chapter 171, Florida Statutes; and

WHEREAS, on August 24, 1998, the City Commission adopted Ordinance No. 1547-97, to establish the zoning classification of Commercial Planned Unit Development (“CPUD”) for annexation parcel #F4 being a 9.0-acre parcel of land generally located on the east side of U.S. Highway One in Section 29, Township 37 South, Range 41 East, Martin County, Florida, providing that the Zoning Map of the City shall be amended accordingly, and

WHEREAS, On February 25, 2008, the City Commission adopted Ordinance 2149-08, approving a major amendment to the CPUD on the property located on southeast corner of North Federal Highway and NW Windemere Drive, providing for an approval of a Master/Final site plan; providing conditions for compliance with site design qualitative development standards to establish the “Windemere Point f.k.a. Pointe at Jensen Beach Commercial Planned Unit Development,” A retail commercial development; declaring the CPUD Development; declaring the CPUD Development to be consistent with the Comprehensive Plan of the City; approving certain development documents; approving certain conditions of development; repealing all ordinances in conflict herewith, and

WHEREAS, on December 8, 2008, the City Commission adopted Resolution No. 137-08, a minor amendment to the “Windemere Point Commercial Planned Unit Development” site plan, providing an effective date; and for other purposes, and

WHEREAS, on February 8, 2010, the City Commission adopted Resolution No. 15-2010, a minor amendment to the “Windemere Point Commercial Planned Unit Development (CPUD)” development conditions, and

WHEREAS, On November 14, 2011, the City Commission adopted Ordinance No. 2237-11, a major amendment to the CPUD on the property located on the southeast corner of the North

Federal Highway and NW Windemere Drive; providing for an approval of a Major PUD Amendment providing for a new timetable for approval of construction permits and the issuance of Certificates of Occupancy for “Windemere Point” f.k.a. Point at Jensen Beach Commercial Planned Unit Development; amending the development timetable, and

WHEREAS, on November 13, 2013, the City Commission adopted Ordinance No. 2273-14, a major amendment to the CPUD on the property located on the southeast corner of NW Federal Highway and NW Windemere Drive, providing for approval of a Major PUD Amendment for “Windemere Point” frequently known as (f.k.a.) Pointe at Jensen Beach Commercial Planned Unit Development; amending the development time table accordingly; for approval of construction permits and the issuance of Certificates of Occupancy, and

WHEREAS, on February 26, 2015, the City Commission adopted Ordinance No. 2304-2015, approving a major amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby amending the project’s site plan to include a PDQ Restaurant and Retail Building; and amending the timetable of development for Phase I approval of construction permits and the issuance of Certificates of Occupancy, and

WHEREAS, on June 13, 2016, the City Commission adopted Resolution No. 57-2016, approving a minor amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby amending the timetable of development for Phase 1 and Phase 2 approval of the issuance of Certificates of Occupancy; providing an effective date; and for other purposes.

WHEREAS, on September 25, 2017, the City Commission adopted Resolution No. 99-2017, approving a minor amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby providing for a new timetable of development for Phase 3A (5,250 square feet of retail) and 3B (1,794 square feet of

restaurant with drive-thru and 2,034 square feet of retail); approval of the issuance of Certificates of Occupancy; for minor site plan changes; providing an effective date; and for other purposes; and

WHEREAS, on April 9, 2024, an application was submitted by MBA Development, LLC (“Applicant”) on behalf of 1560 Boone, LLC (“Property Owner”) for an amendment to CPUD seeking authorization to develop a 1,995 square foot Popeyes Restaurant with dual drive-through lanes which is a reduction from the previously approved 2,800 square foot mixed-use structure; and

WHEREAS, the Local Planning Agency (“LPA”) held a properly noticed hearing on November 13, 2025, to consider the Applicant’s request and unanimously voted to recommend approval subject to certain conditions; and

WHEREAS, the City Commission held two properly noticed public hearings with the First Reading of the ordinance on January 12, 2026, and the Second Reading of the ordinance on January 26, 2026.

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as if fully set forth herein.

SECTION 2: The legal description of the subject property, reflecting the 1.64-acre parcel, is set forth on **Exhibit “A”** attached hereto and made a part hereof by reference. A map depicting the subject property is attached hereto as **Exhibit “B”** and made part of reference.

SECTION 3: In consideration of the LPA’s recommendation, all written and oral comments at the public hearing, the analysis by the City’s Development Department and the evidence and testimony presented by the parties at the public hearing, the City Commission has determined that the Applicant/Property Owner showed substantial competent evidence that the application is consistent

with the City's Comprehensive Plan and Land Development Code of the City along with being compliant with the procedural requirements of the law. The City Commission hereby approves the Major Amendment to the "Windemere Point Commercial Planned Unit Development (CPUD)," subject to certain Conditions of Approval. The Conditions of Approval for the subject development are attached hereto attached as **Exhibit "C"** and made part hereof by reference.

SECTION 4: All ordinances or parts of ordinances and resolutions 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 of this ordinance and any 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 Applicant, Property Owner or successor in interest 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 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 CPUD property or any portion of the CPUD property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the Applicant, Property Owner or successor in interest shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation 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 become effective immediately upon adoption by the City Commission.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

SECTION 9: The following documents (hereinafter “Approved Development Documents” are attached hereto attached as **Exhibit “D”**) on file as public records of the City of Stuart, at the City Clerk’s office in City Hall, shall be deemed as part of the conditions applicable to the subject development:

1. Boundary Survey and Topographic Survey (Sheets 1-3), dated November 10, 2010 (revised through January 7, 2025), prepared and digitally signed by Elizabeth A. Lindsay, Registered Land Surveyor with Betsey Lindsay a Division of Haley Ward, Inc.
2. Master Site Plan (Sheet ASP-100) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert a Florida Registered Architect of Gallo Herbert Architects (GHA), Inc.
3. Outparcel Site Plan (Sheet ASP-101) dated August 31, 2023, (revised through October 16,

2025), and prepared and digitally signed by Brian Herbert

4. Architectural Elevation Plans and Signage (Sheets A-201) dated August 31, 2023, (revised through October 16, 2025) prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.
5. Building Renderings (Sheet A-202) dated August 21, 2023, prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.
6. Landscape Plans (Sheets LP-1 and LP-2), dated March 25, 2024 (revised through October 17, 2025), and prepared and digitally signed by Wayne K. Topping, RLA., of Topping and Associates, Inc.
7. Tree Disposition Plan (Sheet TDP1.0), dated March 25, 2024 (revised through October 15, 2025), and prepared and digitally signed by Wayne K. Topping, RLA., of Topping and Associates, Inc.
8. Irrigation Plans (Sheets LI-1 and LI-2), dated March 25, 2024, prepared and digitally signed by Wayne K. Topping, RLA., of Topping and Associates, Inc.
9. Drainage Statement, dated August 8, 2024, prepared and signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.
10. Engineering Plans (Sheets C-1 and C-2) dated June 4, 2025 (revised through October 16, 2025), and prepared and digitally signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.
11. Traffic Analysis Report, dated August 11, 2025, prepared and digitally signed by Ayman Hasan As-Saidi, P.E. of Traffic and Mobility Consultants, LLC.

SECTION 10: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this Ordinance shall be void.

SECTION 11: Upon complete execution of this ordinance, the City Clerk is directed to record

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

this ordinance in the Public Records of Martin County, Florida.

First read on the ____ day of _____, 2025.

Commissioner ____ offered the foregoing Ordinance and moved its adoption.

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

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

	YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this day of _____, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

EXHIBIT "A" Legal Description

PARCEL 1

LOT 3, WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 22 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PARKING, AND UTILITY PURPOSES CREATED BY AND MORE PARTICULARLY DESCRIBED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 20, 2009 AND RECORDED MARCH 24, 2009 IN OFFICIAL RECORDS BOOK 2380, PAGE 1487, AS MODIFIED BY THE AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2665, PAGE 2451 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 2685, PAGE 1592, AND AS FURTHER MODIFIED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2789, PAGE 1600, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL I.D.: 29-37-41-010-000-00030-0

PARCEL ADDRESS: 1961 NW Federal Highway, Stuart FL, 34994

EXHIBIT "B"

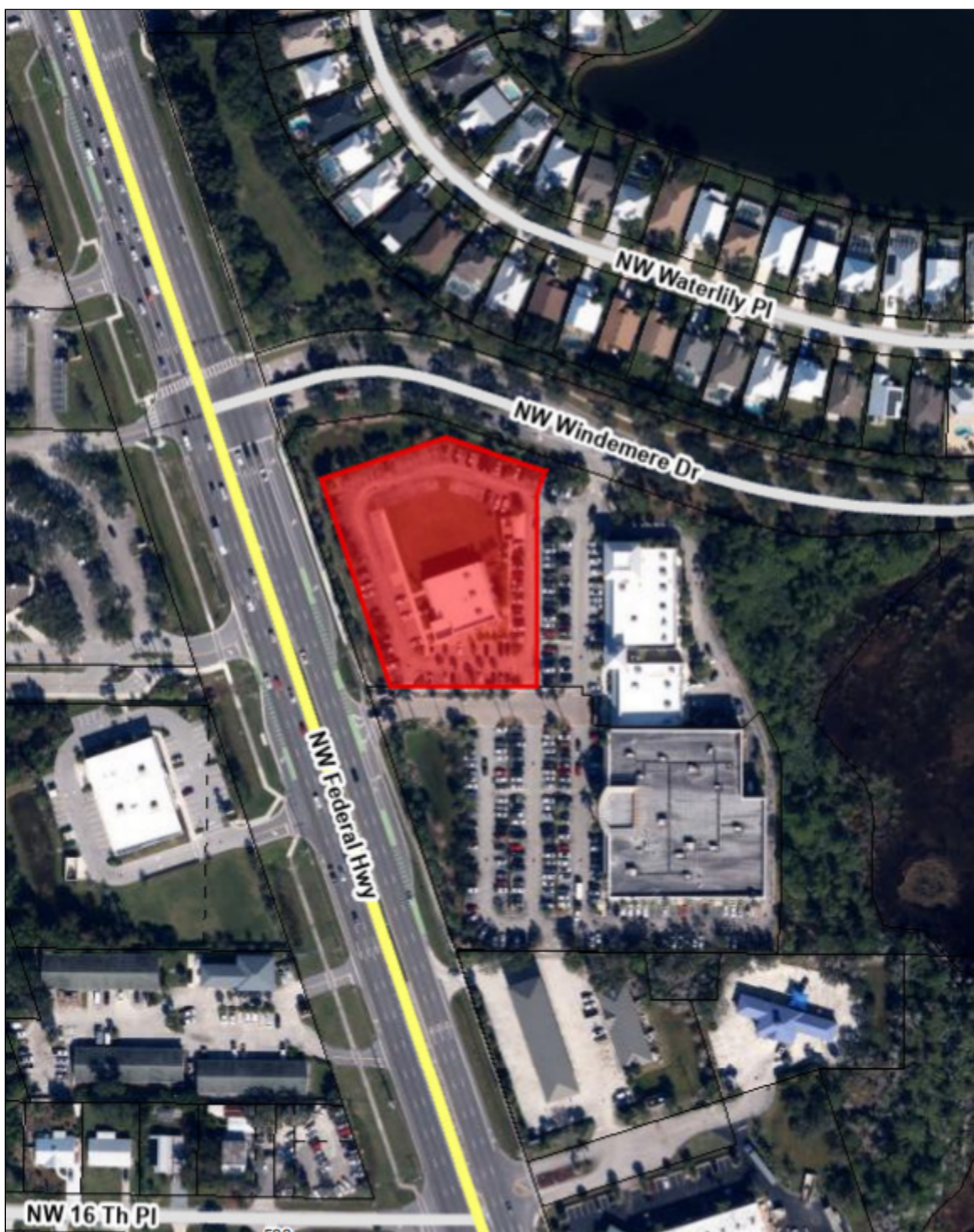


EXHIBIT “C” – DEVELOPMENT CONDITIONS

1. Any modifications to the Master CPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer’s written confirmation attesting that the CPUD’s storm water system is in place and functioning in compliance with all approved plans and specifications.
3. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
4. A Landscape Maintenance Plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
5. Water and Sewer service will be provided by Martin County. All civil/utility plans must be reviewed/approved by Martin County and submitted as part of the site permit (infrastructure).
6. All proposed dumpster enclosures must be constructed in accordance with the City of Stuarts Dumpster Enclosure Const. Details.
7. If any of the proposed sanitation receptacles per use/unit require more than twice a week pickup, the owner/developer will be required to install vert-i-pack(s) with 8-yard receptacle(s).
8. All Construction pertinent to the Utilities and Engineering Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and aforementioned manuals, the most restrictive shall apply.

9. Approval by the Utilities and Engineering Department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.
10. The Applicant, Property Owner or successor in interest must provide approval from Martin County for the proposed dumpster location within their easement prior to issuance of site permit (infrastructure).
11. The approval granted shall become null and void unless a Building and/or Site Permit is obtained within five (5) years of the Major Amendment to the CPUD approval, or an extension is granted in accordance with Section 8.05.08 of the City of Stuart Land Development Code.
12. Any changes to this approved site plan will require an application for amendment, in accordance with Section 11.01.00 of the Land Development Code.
13. Prior to final zoning inspection for the required site permit, the Applicant, Property Owner or successor in interest will be required to submit the following documentation to the City of Stuart Development Department:
 - a. As-built landscape plan to confirm the landscaping was installed per the approval plan
 - b. A signed and sealed letter from the landscape architect stating that all landscaping has been installed according to the approved plans.
 - c. A one-year warranty certificate from the plant nursery
14. Construction activity shall be limited from 7:00am to 6:00 pm Monday – Saturday.
15. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

16. The Applicant, Property Owner or successor in interest shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the certificate of occupancy.
17. In the event of any conflict in the provisions of Exhibit "D" Development Conditions and attached exhibits, Exhibit "D" shall prevail.
18. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
19. Temporary or freestanding storage units are prohibited on the property once construction is complete.

Tree Mitigation

20. The Live Oak tree impacted will be relocated on site by a certified arborist and will comply with the Land Development Code. A Tree Removal permit is required prior to work commencing.

Signage

21. All signage within the CPUD must maintain consistency in quantity, placement, dimensions, height, illumination, and materials, reflecting a unified design theme throughout the Planned Unit Development. The signage package prepared by Priority 1 Sign Company, dated June 27, 2014, is hereby approved for this project. No additional signage beyond this approved package is permitted.

EXHIBIT “D” - Approved Plans and Documents

The Windemere Point CPUD project and use thereof shall comply with the following drawings:

- a. Boundary Survey and Topographic Survey (Sheets 1-3), dated November 10, 2010 (revised through January 7, 2025), prepared and digitally signed by Elizabeth A. Lindsay, Registered Land Surveyor with Betsey Lindsay a Division of Haley Ward, Inc.**
- b. Master Site Plan (Sheet ASP-100) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert a Florida Registered Architect of Gallo Herbert Architects (GHA), Inc.**
- c. Outparcel Site Plan (Sheet ASP-101) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- d. Architectural Elevation Plans and Signage (Sheets A-201) dated August 31, 2023, (revised through October 16, 2025) prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- e. Building Renderings (Sheet A-202) dated August 21, 2023, prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- f. Landscape Plans (Sheets LP-1 and LP-2), dated March 25, 2024 (revised through October 17, 2025), and prepared and digitally signed by Wayne K. Tanning, RLA., of Tanning and Associates, Inc.**
- g. Tree Disposition Plan (Sheet TDP1.0), dated March 25, 2024 (revised through October 15, 2025), and prepared and digitally signed by Wayne K. Tanning, RLA., of Tanning and Associates, Inc.**
- h. Irrigation Plans (Sheets LI-1 and LI-2), dated March 25, 2024, prepared and digitally signed by Wayne K. Tanning, RLA., of Tanning and Associates, Inc.**

- i. Drainage Statement, dated August 8, 2024, prepared and signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.**
- j. Engineering Plans (Sheets C-1 and C-2) dated June 4, 2025 (revised through October 16, 2025), and prepared and digitally signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.**
- k. Traffic Analysis Report, dated August 11, 2025, prepared and digitally signed by Ayman Hasan As-Saidi, P.E. of Traffic and Mobility Consultants, LLC.**



TO: City Commission

THROUGH: Jodi Kugler, Development Director

FROM: Mechelle Arbuzow, Development Planner I

MEETING DATE: Monday, January 12, 2026

SUBJECT: 1560 Boone, LLC – Major Planned Unit Development Amendment
(*Project No. MJPD-25-1*)

AGENDA REQUEST:

This Major Amendment request seeks to develop a Popeye's fast-food convenience restaurant with double drive-through lanes within the vacant footprint for Phase 3B at the Windemere Point Planned Unit Development.

GENERAL INFORMATION

Property Owner/Applicant: Joseph Castellana, 1560 Boone, LLC
80 Seaview Boulevard
Port Washington, NY 11050

Agent: Robert Sherman of MBA Development, LLC
7280 W. Palmetto Park Road, Suite 105
Boca Raton, FL 33433

Location: 1961 NW Federal Highway

Parcel ID: 29-37-41-010-000-00030-0

BACKGROUND

The Windemere Point Commercial Planned Unit Development (CPUD) comprises three parcels, designated with CPUD zoning and a Commercial Future Land Use classification, totaling approximately nine (9) acres. The specific parcel where the proposed project will be located totals 1.64 acres.

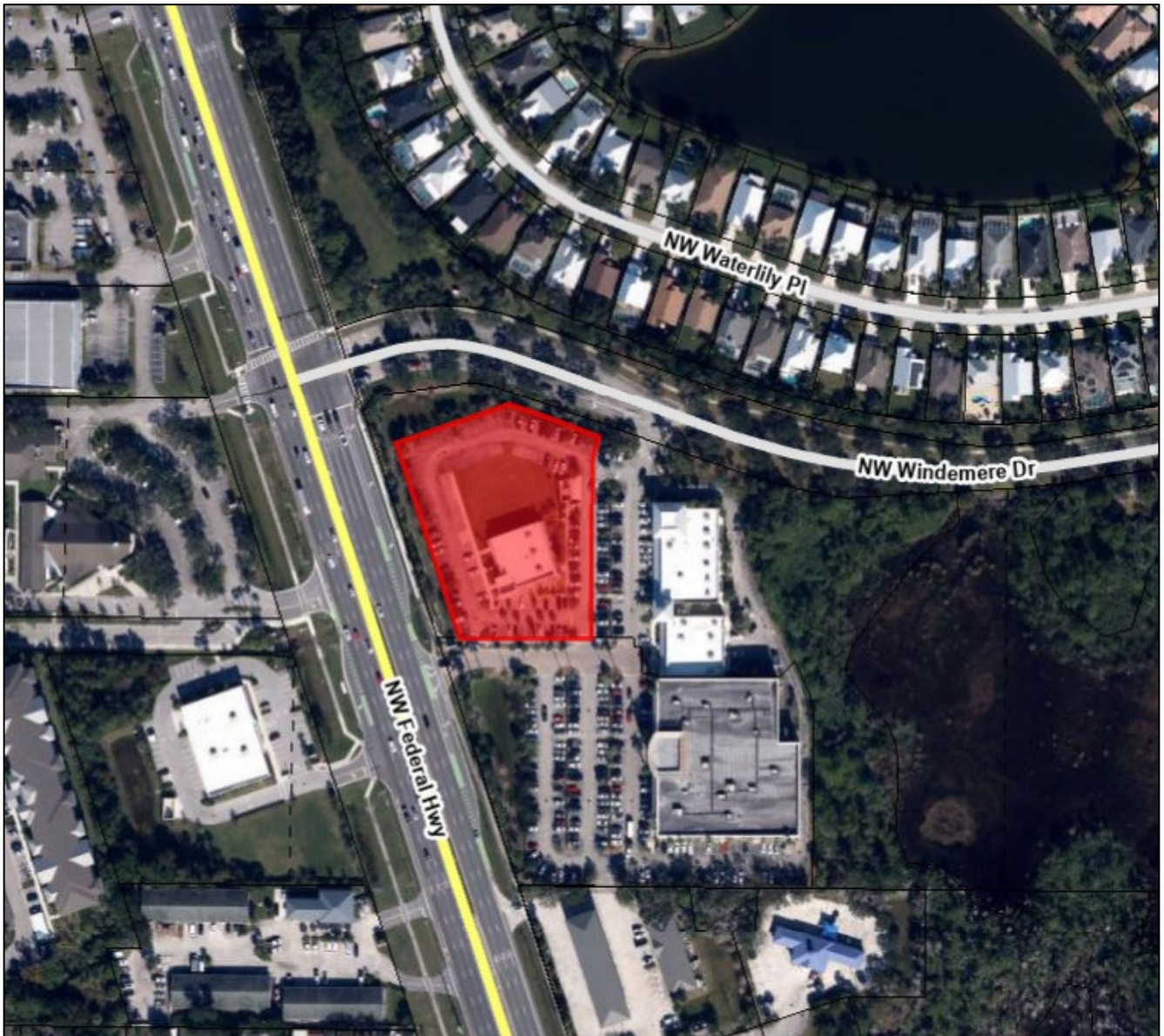
The applicant is requesting approval from the Stuart City Commission to construct a 1,995-square-foot Popeyes restaurant featuring a dual drive-through. Under the original Planned Unit Development (PUD) approval, Phase

3B included both a restaurant and a retail component. The applicant now seeks to amend the Commercial Planned Unit Development (CPUD) to eliminate the retail portion, designating the restaurant as the sole use for Phase 3B.

Development History and Timetable – Windemere Point Commercial Planned Unit Development (CPUD)

Date	Action Ordinance Resolution	Summary of Approval
May 11, 1998	Ordinance 1545-97	Approved voluntary annexation of Parcel #F4 (approximately 9 acres) on the east side of U.S. Highway 1 into the City of Stuart.
August 24, 1998	Ordinance 1547-97	Established zoning classification of Commercial Planned Unit Development (CPUD) for the annexed property.
February 25, 2008	Ordinance 2149-08	Approved a Major Amendment to the CPUD, adopting a master/final site plan for Windemere Pointe (retail commercial development) and repealing conflicting ordinances.
December 8, 2008	Resolution 137-08	Approved a Minor Amendment to modify building footprints, sidewalks, parking stalls, dumpster location, and landscaping.
February 8, 2010	Resolution 15-2010	Approved a Minor Amendment to adjust the traffic signal timetable.
November 28, 2011	Ordinance 2237-11	Approved a Major Amendment to establish a new timetable for construction permits and certificates of occupancy.
May 12, 2014	Ordinance 2273-14	Approved a Major Amendment revising the timetable for construction permits and issuance of certificates of occupancy.
February 9, 2015	Ordinance 2304-2015	Approved a Major Amendment revising the site plan to include a PDQ restaurant and retail building and amended the timetable of development for Phase 1.
June 13, 2016	Resolution 57-2016	Approved a Minor Amendment revising the timetable of development for Phase 1 and Phase 2.
September 25, 2017	Resolution 99-2017	Approved a Minor Amendment revising the timetable for Phase 3A (5,250 sq. ft. retail) and Phase 3B (1,794 sq. ft. restaurant with drive-through + 2,034 sq. ft. retail).

Location Map



Land Use/Zoning neighboring proposed development:

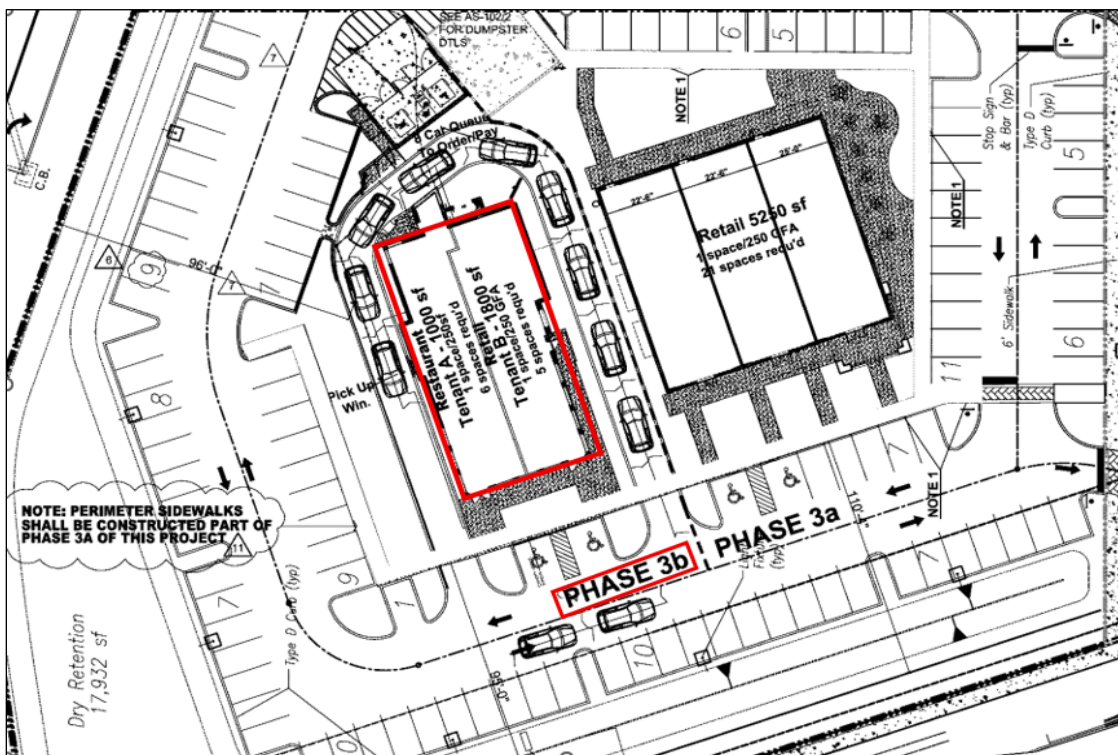
Surrounding Property	Address	Zoned	Future Land Use
North	Pineapple Plantation Property Owners Association	Martin County Zoning: PUD Residential	Martin County: High and Low Density
West	1950 NW Federal Highway	Martin County Zoning: B-1	Martin County: Comm/Off/Res

South	1901 NW Federal Highway	CPUD	Commercial
East	1941 NW Federal Highway	CPUD	Commercial

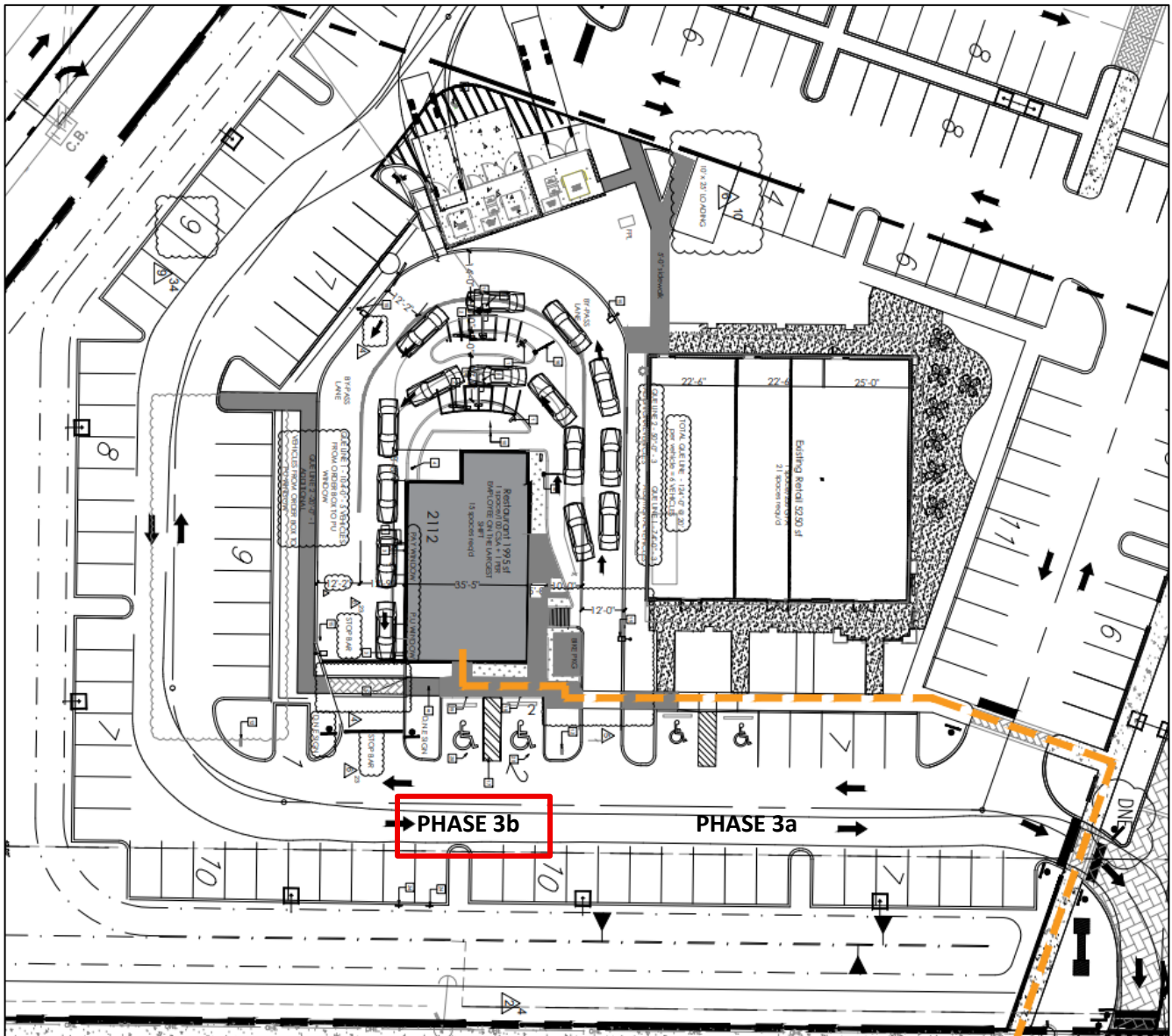
PROJECT ANALYSIS

The proposed double-lane drive-through Popeyes Restaurant represents the final phase of development within the Windemere Point Commercial Planned Unit Development (CPUD). Upon approval, the applicant will be required to comply with all applicable conditions and requirements outlined in the CPUD agreement.

The original approval for Phase 3b granted under Resolution 99-2017, adopted on September 25, 2017, states a 2,034-square-foot retail space and a 1,794-square-foot restaurant with drive-through.



The current major amendment to the PUD request proposes a Popeyes Restaurant totaling 1,995 square feet with dual drive-through lanes and one by-pass lane as depicted below.



Signage

The original site plan, approved in 2014, designated the location for a PDQ Restaurant. As part of that approval, a specific signage package was authorized, consisting of seven signs, including one temporary construction sign. This signage package remains a reference point for evaluating the proposed changes associated with the Popeyes development.

The original approved signage from 2014 details is as follows:

- **Wall Signs:** Two signs, each measuring 42 square feet
- **Directional Signs:** Two signs, each measuring 2.8 square feet

- **Monument Sign:** One freestanding monument sign
- **Construction Sign:** One temporary sign for construction purposes
- **Flagpole:** One flagpole installation

The current application is proposing a total of ten (10) signs as part of the Popeyes Restaurant development, which marks the final phase of the Windemere Pointe Commercial Planned Unit Development (CPUD). The proposed signage includes a mix of wall-mounted and graphic elements, detailed as follows:

Wall Signs:

- One sign on the west elevation fronting US 1, measuring 43.2 square feet
- One sign on the elevation fronting NW Windemere Drive, measuring 24.1 square feet

Graphic and Branding Elements:

- One “Louisiana Kitchen” sign with chicken graphic – 10 square feet
- One standalone chicken graphic – 33 square feet
- One “Love That Chicken” graphic – 117 square feet
- One “Famous Louisiana Chicken” graphic – 40 square feet
- Four chicken graphic shutter elements – 33 square feet each

Notably, the proposed signage plan does not include a monument sign or any temporary construction signage, which were part of the original 2014 PDQ Restaurant approval.

Staff viewed the sites of other Popeyes restaurant closest to the proposed location and found that the other sites have the following signages:

Port Saint Lucie fronting US 1 – 1 wall sign and a monument sign



Port Saint Lucie Blvd – 1 wall sign with two circular logos on each side and 1 monument sign



Kanner Highway in Martin County – 3 wall signs, 2 circular logos on each side and 1 monument sign



Alternative signage incorporating Local Planning Agency (LPA) Feedback



Alternative Sign Request incorporating LPA Feedback

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) -on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	SIGN DELETED One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, SIGN DELETED

City Services

The City of Stuart will continue to provide sanitation services to the site, ensuring consistent and reliable support.

Parking

The existing parcel provides a total of 103 parking spaces. Of these, 21 spaces are allocated to the current retail use. The proposed restaurant development will remove 9 existing spaces, but the plan includes striping 16 new

spaces to offset this impact. The restaurant will require 25 parking spaces. Additionally, there are 64 surplus spaces that would have been utilized if the remaining retail development had been constructed.

Parking Table	
Existing	103 Spaces
Existing Retail Required	21 Spaces
Impact Due to Development	9 Spaces
Proposed (New)	16 Spaces
Total Required for restaurant and 5 employees	25 Spaces
Total Provided	89 Spaces

Traffic Impacts

The proposed development net trip generation shows a negative number of afternoon peak hour trips and a minimal (<1%) increase in morning peak hour trips.

It is anticipated that the proposed trip generation potential for the site is as follows: 122 (67 entering / 55 exiting) AM peak hour trips, and 229 (127 entering / 102 exiting) PM peak hour trips. The analysis included an assessment of the proposed trip generation against the previously approved trip generation that included a retail development.

Stormwater Drainage

The current application site plan sheet ASP-100 by Gallo Herbert Architects digitally signed October 16, 2025 and prepared by Brian Herbert proposes an impervious surface coverage of 57%, and pervious of 42%.

Kimley-Horn, the City's consultant, reviewed the provided drainage statement that satisfies the City of Stuart's criteria.

Tree Mitigation

The Live Oak tree impacted will be relocated on site by a certified arborist and will comply with the Land Development Code. A Tree Removal permit is required prior to work commencing.

Public Works/Utilities and Engineering

In reviewing the above reference project, this Department does conceptually approve the submitted application. Upon acceptance of the permit, you agree to the conditions listed below:

- This review is not for construction. Further review is required.

- Water and Sewer service will be provided by Martin County. All civil/utility plans must be reviewed/approved by Martin County.
- All proposed dumpster enclosures must be constructed per the City of Stuarts Dumpster Enclosure Const. Details.
- If any of the proposed sanitation receptacles per use/unit require more than twice a week pickup, the owner/developer will be required to install vert-i-pack(s) with 8-yard receptacle(s).

All Construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore-mentioned manuals, the most restrictive shall apply.

Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.

Building Department

All Structures built on site shall have signed and sealed drawings per FBC 2023 8th Edition & Nec 2020 and all other up to date Codes for other disciplines.

Fire Department

All work shall comply with the Florida Fire Prevention Code, 8th Edition. Review and approval by the AHJ shall not relieve the applicant of the responsibility for compliance with this Code.

PUBLIC NOTIFICATION

On October 24, 2025, the Applicant sent notification to thirty-one (31) property owners located within 300 feet of the proposed petition. Two (2) public notification signs were installed to inform the public about the LPA Public Hearing.

The applicant sent notifications to property owners located within 300 feet of the proposed petition. Two (2) public notification signs were installed and updated to inform the public about the City Commission Public Hearings.

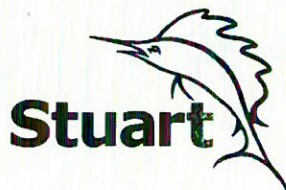
STAFF RECOMMENDATION

Staff does find the proposed development to be consistent with the City's Land Development Regulations and Comprehensive Plan.

The request for an additional sign was not included in the original approval and is now being submitted based on the recommendation of the Board and City Commission approval; staff is not recommending approval of the additional signage.

UPDATE:

At the LPA meeting held November 13th, the LPA Board suggested that the applicant submit alternative color rendering to match the shopping plaza. The applicant submitted the color rendering and elevation showing a request for less signage, a total of four (4) wall signs instead of the original request for ten (10) signs.



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: MA
Reviewed by: _____

Received via email
4/9/2024

Paid - Receipt #30038423

Planned Unit Development (PUD) Amendment Application

Project ID# Z24040001
(Staff Entry)

Pre-App Conference Date: November 30, 2023	Application Date: November 15, 2023
---	--

SITE INFORMATION

Project Name: 1560 Boone, LLC	Parcel ID#: 2937410000000300	29-37-41-010-000-00030-0
Site Address: 1961 NW Federal Highway		
Subdivision: Lot 3 Windermere Pointe	Lot(s): See survey attached	
Site Acreage: 1.64 acres	Flood Zone/Base Flood Elevation: X	
Existing Zoning District / CRA Subdistrict (if applicable):		
Proposed Zoning District / CRA Subdistrict (if applicable):		
Current Comprehensive Plan Future Land Use Designation: CPUD		
Proposed Comprehensive Plan Future Land Use Designation: CPUD		
Existing Land Use: PUD	Proposed Land Use: PUD	
Proposed Square Footage (if applicable): 2,000 sq ft	Proposed Density (if applicable): N/A156	

PETITIONER INFORMATION

Property Owner: 1560 Boone, LLC	Phone Number / Email Address: 516-723-2203 / Joseph@primefoodsny.com
Property Owner's Mailing Address: 80 Seaview Blvd., Port Washington, N.Y., 34994	
Applicant (if not Owner): MBA Development, LLC	Phone Number / Email Address: 305-586-7787 / robert@mbadevelopmentgroup.com
Applicant's Mailing Address: 7280 W. Palmetto Park Road, Suite 105, Boca Raton, Florida 33433	
Agent/Contact Person: robert sherman	Phone Number / Email Address: same as above
Agent's Mailing Address: same as above	
Architect: Gallo Herbert Architect	Engineer: Terragone Engineering
Planner: n/a	Landscape Architect: Tonning & Assoc, Inc

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

Description of Request

(Please Print or Type)

This application meeting is to process the development of this out parcel to the original approved for a free standing QSR .

The Prior Approval under Ordinance No. 2149-08 as amended by Resolution No. 137-08, Resolutions 15-2010; Ordinance No. 2237-2011, 2

273-2014, 2304-2015 and Resolution 99-2017. The new proposed tenant and building layout is in keeping with the original use and single tenant design .

The new site plan shows that the building size has been reduced from 1,794 sq ft of restaurant space with a single drive thru lane and 2,034 sq. ft. of retail to ONLY 1,993 sq. ft. of resturant with a double drive thru land and ZERO retail all within e master layout of the parcel .

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared JOSEPA CASTELLANA
Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a FREE STANDING FOOD USE in the City of Stuart, FL.
3. That he/she has appointed ROBERT SHERMAN to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: 1560 BOONE LLC

Joseph Castellana
Signature of Owner:
80 Seaview Blvd
Street Address

P.O. Box
516-723-2200
Telephone Number

josephc@primefoods.ny.com
Email Address:

Joseph Castellana, Pres
By: Name/Title
Port Washington, NY, 11050
City, State, Zip Code

City, State, Zip Code
516-723-2222
Fax Number

New York
STATE OF ~~FLORIDA~~, COUNTY OF Nassau

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

3rd day of April, 2024 By Albania M. Herrera Estevez

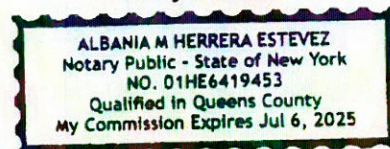
Personally Known OR Produced Identification
Type of Identification Produced:

Albania M. Herrera Estevez

Notary Public

My Commission expires:

07/06/2025



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

Financial Responsibility Form

(Please Print or Type)

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:	Joseph Castellana
Title:	President
Company:	1560 Boone, LLC
Company Address:	80 Seaview Blvd.

City/State/Zip Code:	Port Washington, NY, 11050
Telephone Number:	516-723-2200
Facsimile Number:	516-723-2222
Email Address (optional):	josephc@primetfoodsny.com

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

1. Signed this 3 day of April, 2024

Joseph Castellana

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

Application Requirements

Fees:

- ☐ Major PUD Amendment - \$3,195.00; or This application is for a Major PUD Amendment
☐ Minor PUD Amendment: \$2,130.00; or
☒ PUD Agreement Amendment (text change only): \$1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following:

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:
(a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
(b) complies with the relevant development standards of the City of Stuart Land Development Code.

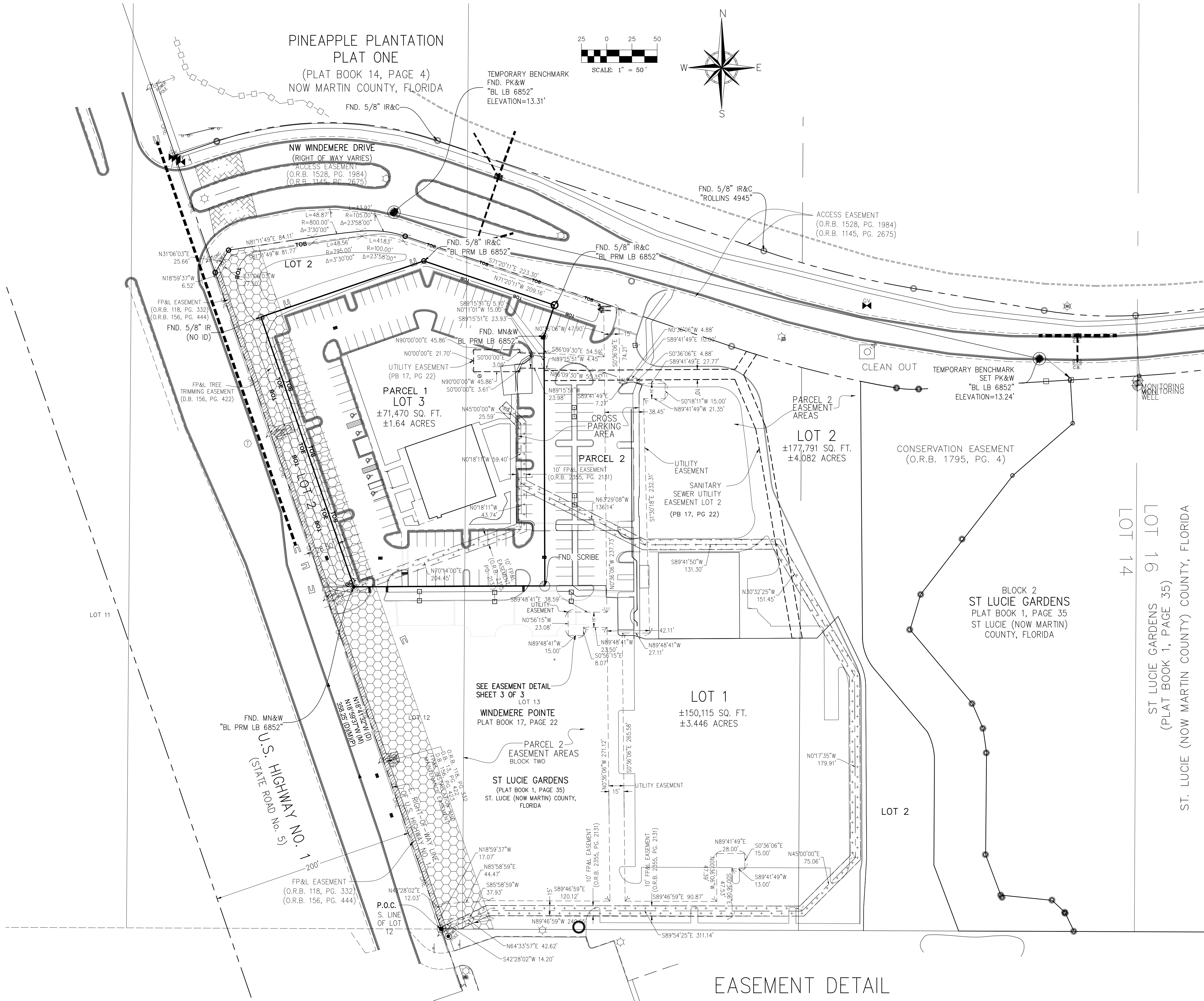
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City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

SITE DATA		Current Application	Prior Approval 2008
Total Size Area:	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)
Future Land Use Designation:	Commercial	Commercial	Commercial
Existing Zoning:	CPUD	CPUD	CPUD
Building Height:	45' max.	45' max.	45' max.
Developed area: (site area - upland preserve - upland buffer)	8.02 acres (349,514 sf.)	8.02 acres (349,514 sf.)	8.02 acres (349,514 sf.)
Mitigated Wetland Area (permitted)	1.17 acres (50,919 sf.)	1.17 acres (50,919 sf.)	1.17 acres (50,919 sf.)
BUILDING SETBACK			
Front:	95.00'	104.00'	
Rear:	92.60'	92.60'	
North Side:	51.50'	51.50'	
South Side:	75.10'	75.10'	
PERVIOUS/IMPERVIOUS CALCULATIONS			
Impervious Area:	5.27 acres (229,909 sf.) 57%	5.33 acres (232,174 sf.) 58%	
Building coverage:	1.54 acres (67,402 sf.) 17%	1.65 ac. (71,932 sf.) 18%	
Pavement:	3.33 acres (145,127 sf.) 35%	3.28 ac. (142,862 sf.) 36%	
Sidewalk:	0.40 acres (17,380 sf.) 4%	.40 ac. (17,380 sf.) 4%	
Pervious Area:	3.89 acres (169,469 sf.) 42%	3.84 ac. (167,204 sf.) 42%	
Upland Preserve Area:	1.23 acres (53,879 sf.) 14%	1.23 ac. (53,879 sf.) 14%	
Upland Buffer:	0.77 acres (33,484 sf.) 8%	0.77 ac. (33,484 sf.) 8%	
Landscape Area:	1.19 acres (51,762 sf.) 13%	1.14 ac. (49,497 sf.) 12%	
Dry Retention:	0.70 acres (30,344 sf.) 8%	0.70 ac. (30,344 sf.) 8%	
Open Space Required:	2.29 acres (99,845 sf.) 25%	2.29 acres (99,845 sf.) 25%	
Open Space Provided:	3.89 acres (169,469 sf.) 42%	3.84 acres (167,204 sf.) 42%	
*Upland Preserve Required (minus wetland)	2.00 acres (87,115 sf.)	2.00 acres (87,115 sf.)	
9.17 acres - 1.17 acres = (8.00 acres) (25%) = 2.00 acres			
Upland Preserve Provided (on site):	2.00 acres (87,363 sf.)	2.00 acres (87,363 sf.)	
* Preserve requirements are based on site upland area and exclude the existing 1.17 acres wetland			
PARKING REQUIREMENTS			
Proposed Popeyes Building Area (SF)		1,993	
Total Total Project Building Area (SF)	70,995	72,988	
Parking Required:		337 Spaces	
Fitness Center (45,000 sf.) 1 sp/200 sf:		225 spaces	
Strip Shop Retail (10,550 sf.) 1 sp/250 sf:		42 Spaces	
Retail - Outparcel (5,250 sf.) 1 sp/250 sf:		56 Spaces	
Popeyes QSR 1sp/ 100 sf (1,000 sf Serv. Area) + 5 EMP=		14 Spaces	
		13 Spaces	
		34 Spaces	
Parking Provided:		373 Spaces	
Handicap Spaces Provided:		12 Spaces	
Overall Parking Ratio (Proposed in the application)		4.88 spaces / 1000 sf	

Martin County Property Information Lookup

General Information		Property Location Map	
Parcel #	293741010000000300		
Owner Name:	1560 BOONE LLC		
Owner Address:	80 SEAVIEW BLVD PORT WASHINGTON, NY 11050		
Site Address:	1961 NW FEDERAL HWY STUART, FL 34994		
Storm Surge Evacuation Zone:	E		
Flood Zone - BFE:	X - N/A' NAVD		
FIRM Panel:	12085C0132H		
Urban Service District:	Primary		
Municipality:	City of Stuart		
Taxing District:	District 1		
ISO-PPC Rating:	Contact City of Stuart Fire Rescue		
Subdivision infill applicability:	No		
Development Imposed Conditions:	Residential Fire Sprinklers Not Required		
Building Design Wind Speed		Election Information	
Occupancy Category I,II,III/IV:	140, 160, 170	Voter Precinct	1
Land Use		Commission District:	1
Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495		Commissioner:	Doug Smith 772-288-5400
Zoning:	STUART	Clerk of Circuit Court:	Carolyn Timmann 772-288-5576
Zoning Details:	N/A	County Sheriff:	William Snyder 772-220-7000
Future Landuse	NO DATA	Property Appraiser:	Jenny Fields 772-288-5608
Landuse Details:	N/A	School Superintendent:	John D. Millay, Ph.D. 772-219-1200
Community Redevelopment		Supervisor of Elections:	Vicki Davis 772-288-5637
CRA:	N/A	Tax Collector:	Ruth Pietruszewski 772-288-5600
CRA Regulating Plan:	N/A	Utilities & Solid Waste	
Schools		Service:	Utility: Availability: Phone:
School information obtained from the Martin County School District system, 772-219-1200		Water:	Martin County Utilities Yes 772-221-1434
Elementary School:	Felix A. Williams Elementary	Sewer:	Martin County Utilities No 772-221-1434
Middle School:	Stuart Middle School	Recycle Collection:	Recycle Friday
High School:	Jensen Beach High School	Trash Collection:	Garbage Tuesday and Friday
Created: September , 12th, 2023 3:46 PM		Yard Waste Collection:	Yard Waste Wednesday
Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.			



EASEMENT DETAIL
SCALE 1" = 50'

B Betsy Lindsay
A DIVISION OF HALEY WARD, INC.
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5763 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
2/10/17	UPDATE TITLE DATA
2/16/17	REVISE LEGAL DESC.
7/24/20	UPDATE TITLE WORK
6/10/24	UPDATE SURVEY
1/6/25	REVISE PER MARTIN COUNTY COMMENTS

DATE 11/10/2010
SCALE 1" = 50'
FIELD BK. STUART 9
DRAWN BY D.B./C.R.
CHECKED BY D.J.M./E.A.L.

WINDEMERE POINT LOT 3
MARTIN COUNTY, FL

BOUNDARY & TOPOGRAPHIC SURVEY
1560 BOONE, LLC

SHEET NO.	3
OF	3 SHEETS
PROJECT NO.	2012247_02-15B4

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THESE PLANS AND SPECIFICATIONS. THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS. CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS. AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

Copyright 2017 Gallo Herbert Architects

Copyright 2017 Gallo Herbert Architects

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A

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	One - Louisiana Kitchen (with Chicken Graphic) 10 SF One - Chicken Graphic 33 SF, One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, Four - Chicken Graphic Shutter element - 33 SF each.

3

PROJECT SIGNS - WAIVER REQUEST TABLE

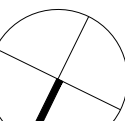
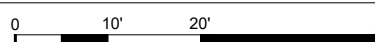
3/16" = 1'-0"



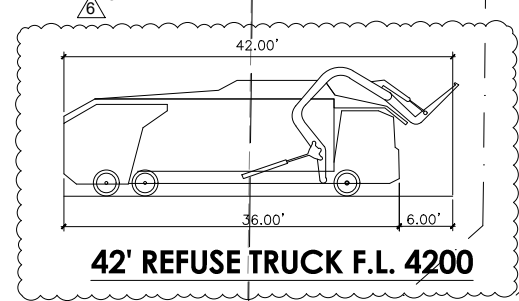
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PROPOSED SITE PLAN

1" = 20'-0"



17,932 sf
Dry Retention
L=43.92'
R=105.00'
L=25.58'
L=48.87'
R=800.00'
L=03.30'
L=84.11'
N81°11'49"E
N81°30'00"E (D)



42' REFUSE TRUCK F.L. 4200

NORTH FEDERAL HIGHWAY (THIS DIRECTION)

SITE PLAN INDEX LEGEND

- 1 DT DIGITAL PRE-SELL MENU BOARD LOCATION. REFER TO INSTALLATION DETAILS ON SHEET 2/AS2.1.
- 2 DT DIGITAL MENU BOARD LOCATION. REFER TO INSTALLATION DETAILS ON SHEET 3/AS2.1.
- 3 POPEYE'S RESTAURANT DRIVE THRU WINDOW LOCATION. SEE FLOOR PLAN ON SHEET A1 FOR ADDITIONAL INFORMATION.
- 4 6"Ø STEEL PIPE BOLLARD AT PULL-UP WINDOW. COORDINATE WITH THE GAS METER NEAR THIS LOCATION. REFER TO DETAIL 13/AS2.3, FLOOR PLAN A1 AND EXTERIOR ELEVATIONS A5.1.
- 5 PATIO RAILING - SEE RAILING SCHEDULE. REFER TO 2/A8 FOR DETAIL.
- 6 APPROXIMATE LOCATION OF GREASE INTERCEPTOR BELOW SITE PAVING. COORDINATE WITH PLUMBING & CIVIL DRAWINGS. REF: AS2.3.
- 7 POPEYE'S DUMPSTER ENCLOSURE. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO ARCHITECTURAL SITE DETAILS AS2.2 FOR CONSTRUCTION.
- 8 SIDEWALK / SLAB. REFER TO CIVIL SITE PLAN DRAWINGS FOR LOCATION AND DIMENSIONS.
- 9 VEHICLE LOOP. REFER TO 5/AS2.1 FOR DETAIL.
- 10 ALL PATIO AND LANDSCAPE DESIGN BY CIVIL ENGINEER TO BE APPROVED BY POPEYE'S DESIGN.
- 11 N/A
- 12 DRIVE THRU DIRECTIONAL SIGNAGE GRAPHIC. REFER TO DETAIL 9/AS2.1.
- 13 SPEAKER POST. REFER TO DETAILS ON SHEET 7/AS2.1.
- 14 DRIVE THRU CANOPY. REFER TO SIGNAGE PACKAGE DRAWINGS.
- 15 LIGHT STANDARD. REFER TO CIVIL SITE PLAN DRAWINGS FOR LOCATION AND DIMENSIONS. REFER TO 1/AS2.1.
- 16 CLEARANCE BAR. REFER TO DETAIL ON SHEET 6/AS2.1.
- 17 NOT USED.
- 18 PAVEMENT STRIPPING. ADD BOLLARDS AS NECESSARY.
- 19 ACCESSIBLE PARKING SIGNAGE. SIGNAGE TO BE INSTALLED AS PER LOCAL JURISDICTION CODES.
- 20 ACCESSIBLE PARKING STALLS.
- 21 DIGITAL PARKING SIGNAGE.
- 22 DIGITAL PARKING STALLS.
- 23 PULL FORWARD PARKING SIGNAGE.
- 24 PULL FORWARD PARKING STALLS.

SITE PLAN LEGEND

- NEW SHELL BUILDING. INTERIORS IS NOT PART OF THE SCOPE OF WORK
- PAVER CROSSWALK
- PEDESTRIAN SIDEWALKS OR CONCRETE SLABS
- NEW LIGHT POLE. REFER TO PHOTOMETRICS
- NEW WALL PACK. REFER TO PHOTOMETRICS
- ACCESSIBLE ROUTE TO RIGHT OF WAY

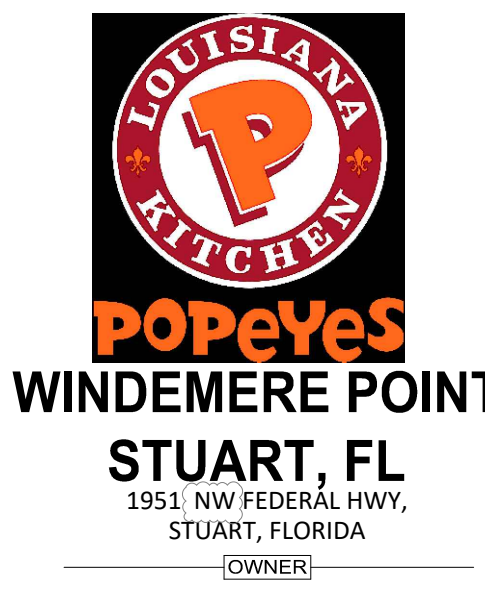
FIRE NOTE:

1. PROVIDE KNOX BOX AT EACH BUILDING IN ACCORDANCE WITH LOCAL JURISDICTION.
2. PROVIDE AN ADDRESS NUMBER FOR TENANT SPACE IN ACCORDANCE WITH LOCAL JURISDICTION.



Brian Herbert
Digitally signed by Brian Herbert
Date: 2025.10.16 12:10:12 -04'00'

BRIAN P. HERBERT FL AR0015474



1560 BOONE, LLC

1951 NW FEDERAL HWY, STUART, FLORIDA

REVISIONS		
No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEW REVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS	07/15/2025
8	DRC REVISIONS	10/15/2025

PROJECT STATUS

SITE PLAN APPROVAL

DATE

08-31-2023

PROJECT NUMBER

19-2023

SCALE

AS SHOWN

DRAWN BY: H3D/DECO

CHECKED BY: BPH

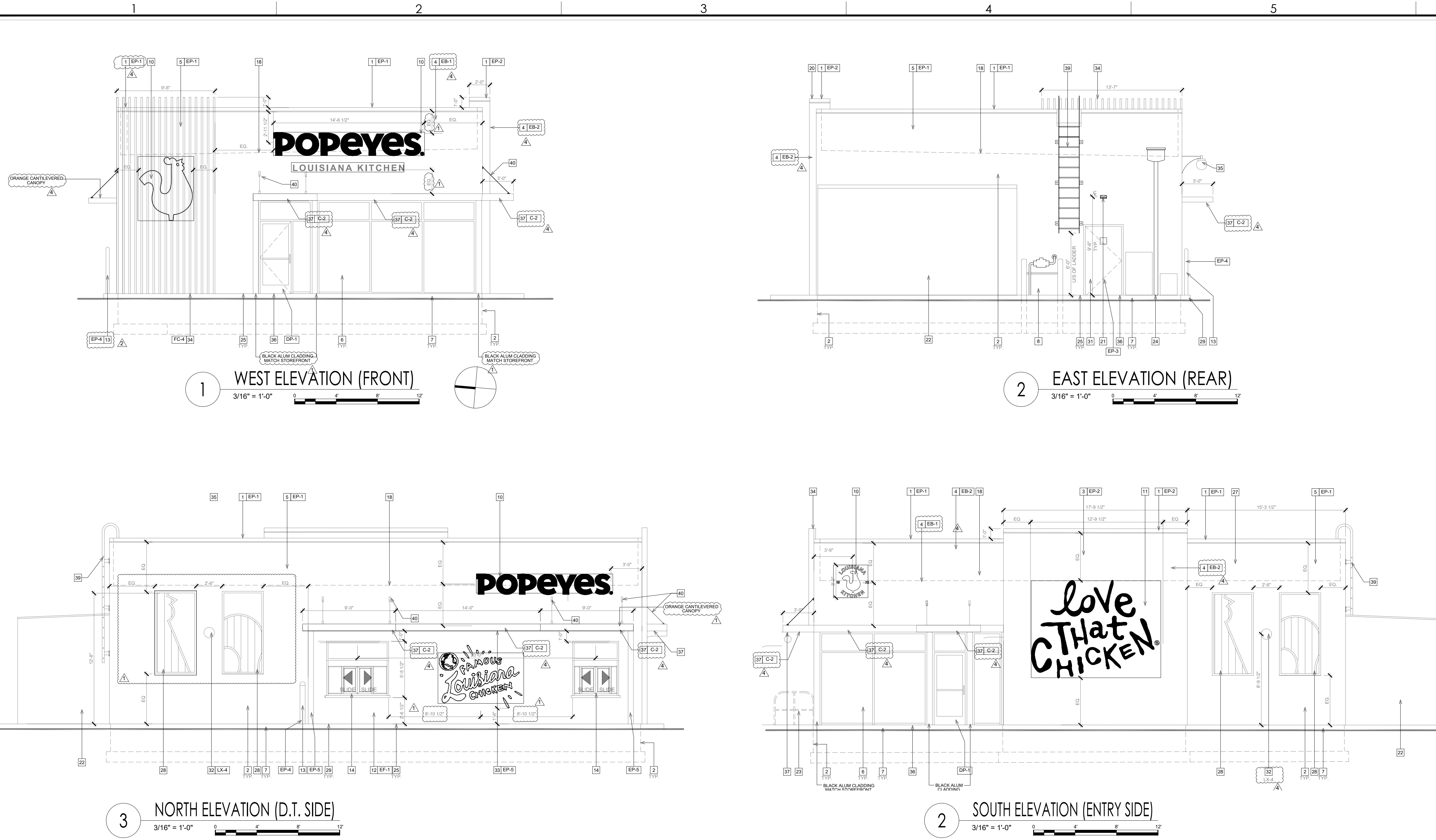
DRAWING TITLE

PROPOSED OUT-PARCEL SITE PLAN

DRAWING NUMBER

ASP-101

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CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	One - Louisiana Kitchen (with Chicken Graphic) 10SF One - Chicken Graphic 33 SF, One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40SF, Four - Chicken Graphic Shutter element - 33 SF each.

3 PROJECT SIGNS - WAIVER REQUEST TABLE

EXTERIOR ELEVATION NOTES

- PRE-FINISHED METAL CAP FLASHING C/W DRIP.
- G.C. TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2'-2" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
- NICHHA VINTAGEBRICK, COLOR: ALEXANDRIA BUFF. REFER TO POPEYES MASTER SCHEDULE.
- NICHHA VINTAGEBRICK, COLOR: WHITE WASH. REFER TO POPEYES MASTER SCHEDULE.
- EIFS. REFER TO POPEYES MASTER SCHEDULE.
- PRE-FINISHED BLACK ANODIZED ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
- EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
- GAS UTILITY METER.
- REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
- INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1/2" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1/2" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- NICHHA VINTAGE WOOD, COLOR: CEDAR. REFER TO POPEYES MASTER SCHEDULE.
- PROVIDE 8" DIA. STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C. TO PAINT "SAFETY YELLOW". REFER TO POPEYES MASTER SCHEDULE.
- DRIVE-THRU YELLOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
- N/A.
- N/A.
- DASHED LINE INDICATES T/O OF ROOF BEHIND PARAPET.
- CIT CABINET AND METER.
- LINE OF PARAPET WALLS BEYOND.
- GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
- WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
- METAL RAILING BEYOND.
- PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE BRASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
- ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
- HOSE BIB. G.C. TO PAINT COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
- N/A.
- N/A.
- G.C. TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
- N/A.
- REAR EXIT DOOR. REFER TO POPEYES MASTER SCHEDULE.
- WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY.
- OPEN BOTTOM ALUMINUM CANOPY WITH DOWNLIGHT LED LIGHT FIXTURE SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
- VERTICAL SIMULATED ALUMINUM SLATS. REFER TO POPEYES MASTER SCHEDULE.
- N/A.
- CONCRETE SIDEWALK (BY G.C.) REFER TO SITE PLAN.
- NON ILLUMINATED 8" ALUMINUM FASCIA BAND. SUPPLY BY SIGN COMPANY AND INSTALLED BY G.C.
- N/A.
- EXTERIOR ROOF LADDER.
- CANOPY RODS PER DESIGN BULLETIN 001-24.

GENERAL NOTES

- SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES. COLOUR: TO MATCH WINDOW / DOOR FRAMES.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

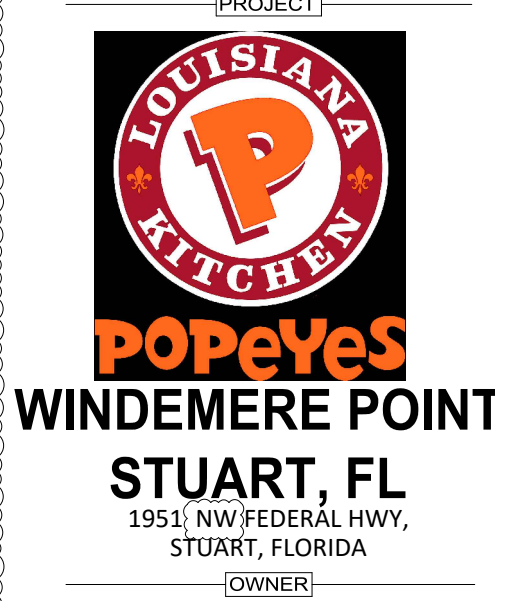
- NOTE REFERENCE. REFER TO ELEVATION NOTES
- FINI FINISH TYPE

REVISION INDEX:

- 2 # = rev discription
- REVISED MASTER PLAN PER REDLINE COMMENTS (KH COMMENT 1)
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 - ADD STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
 - ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
 - PROVIDE LEGIBLE SITE INFORMATION (PLANNING COMMENT 2)
 - PROVIDE LOADING AREA (PLANNING COMMENT 3)
 - COORDINATE BUILDING AREA ON SHTS (PLANNING COMMENT 4)
 - ADJUST PARKING CALCULATIONS PER 8.01.13 (PLANNING COMMENT 5)
 - PARKING COUNT CORRECTION (PLANNING COMMENT 6)
 - DIMENSION PARKING STALLS (PLANNING COMMENT 7)
 - SHOW QUEUING REQUIREMENTS OF 20 FT (PLANNING COMMENT 8)
 - LABEL THE PICKUP AND PAY WINDOWS (PLANNING COMMENT 9)
 - DIMENSION TWO WAY DRIVES AT 24' (PLANNING COMMENT 10)
 - SHOW A LEGEND FOR THE CALLOUTS (PLANNING COMMENT 11)
 - UPDATE REVISION TABLE (PLANNING COMMENT 12)
 - TREE MITIGATION STATEMENT LOC. ADJ (PLANNING COMMENT 13)
 - ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
 - REMOVE 2 PARKING STALLS IN DRIVE THRU (PLANNING COMMENT 15)
 - ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
 - CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
 - CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT 18)
 - SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 19)
 - LEGEND OR KEY FOR CALLOUT (PLANNING COMMENT 20)
 - CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT 21)
 - ADD TDP1.0 IN INDEX (PLANNING COMMENT 22)
 - CORRECT L1 & L2 TO L1P1 & L2P2 IN INDEX (PLANNING COMMENT 23)
 - SHOW IRR. PLANS L1-1 & L1-2 IN INDEX (PLANNING COMMENT 24)
 - DELETE EXTRANEOUS NOTE IN SITE PLAN SCOPE NOTES RE: PYLON
 - ADD ELEVATION TAG NOTES TO ELEVATION SHEET



AA26001731
SEAL
Digitally signed by Brian Herbert
Date: 2025.10.16 11:59:23
-04'00'



WINDEMERE POINT
STUART, FL
1951 NW FEDERAL HWY,
STUART, FLORIDA
OWNER

1560 BOONE, LLC
1951 (NW) FEDERAL HWY,
STUART, FLORIDA

[REVISIONS]		
No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEWREVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/12/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS-ELV TAGS	09/20/2025

PROJECT STATUS
SITE PLAN APPROVAL
DATE
08-31-2023
PROJECT NUMBER
19-2023
SCALE
AS SHOWN
DRAWN BY: HSD/DECO
CHECKED BY: BPH
DRAWING TITLE

PROPOSED
BUILDING ELEVATION:

DRAWING NUMBER
A-201

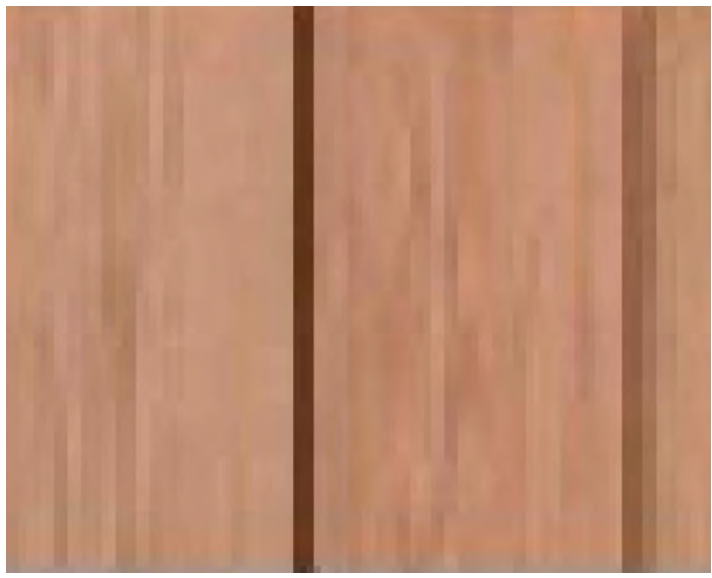
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1
3/16" = 1'-0"



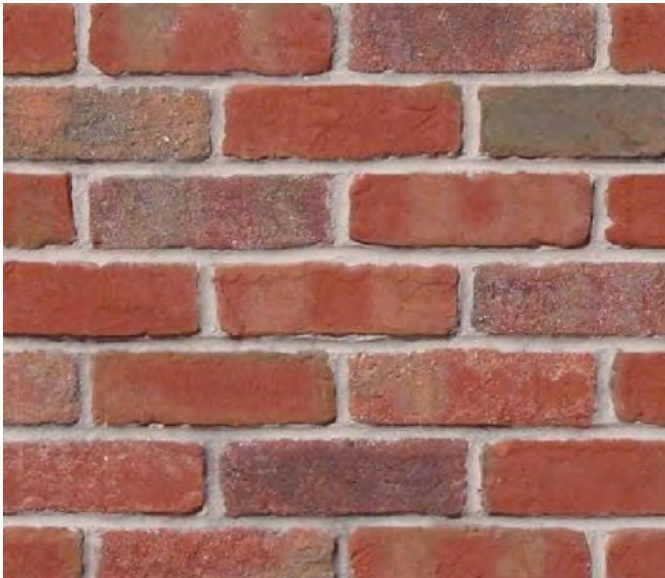
3
3/16" = 1'-0"



WOOD FACADE



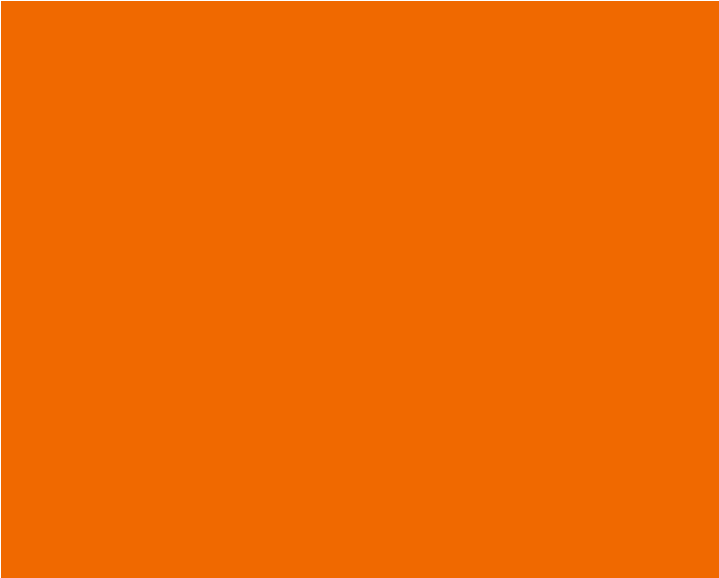
PAINTED FACE BRICK



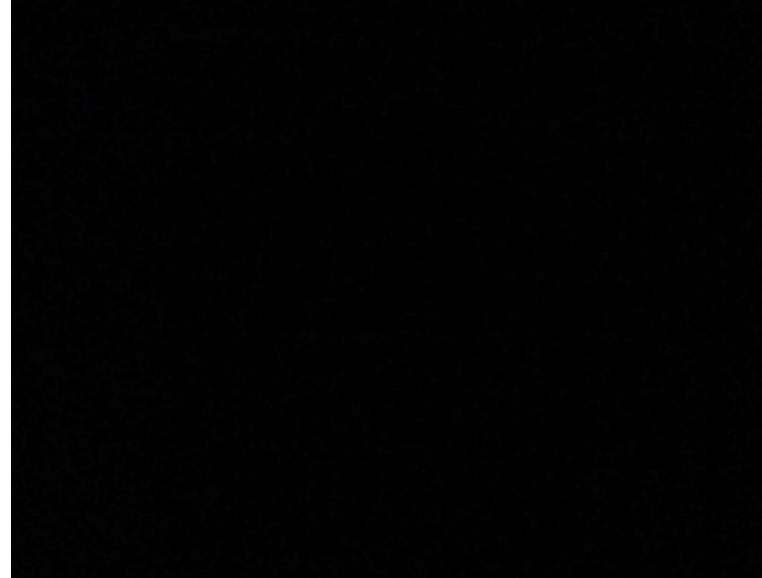
NATURAL FACE BRICK



ALUMINUM CANOPY



ENTRY DOORS & DRIVE THRU WINDOW



ALUMINUM STOREFRONTS

4
3/16" = 1'-0"

PROJECT MATERIALS

GHAA

1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH: 954.794.0300 F X: 954.794.0301

AA24001731

SEAL

1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH: 954.794.0300 F X: 954.794.0301

GALLO HERBERT ARCHITECTS

Brian
Herb
ert

Digitally signed
by Brian
Herbert
Date:
2024.04.04
10:07:53 -04'00'

BRIAN P. HERBERT FL AR0015474

PROJECT

LOUISIANA KITCHEN

POPEYES

WINDEMERE POINT

STUART, FL

1951 NE FEDERAL HWY,
STUART, FLORIDA

OWNER

1560 BOONE, LLC

1951 NE FEDERAL HWY,
STUART, FLORIDA

REVISIONS		
No.	Description	Date

PROJECT STATUS

SITE PLAN APPROVAL

DATE

08-31-2023

PROJECT NUMBER

19-2023

SCALE

AS SHOWN

DRAWN BY

H3D/DECO

CHECKED BY

BPH

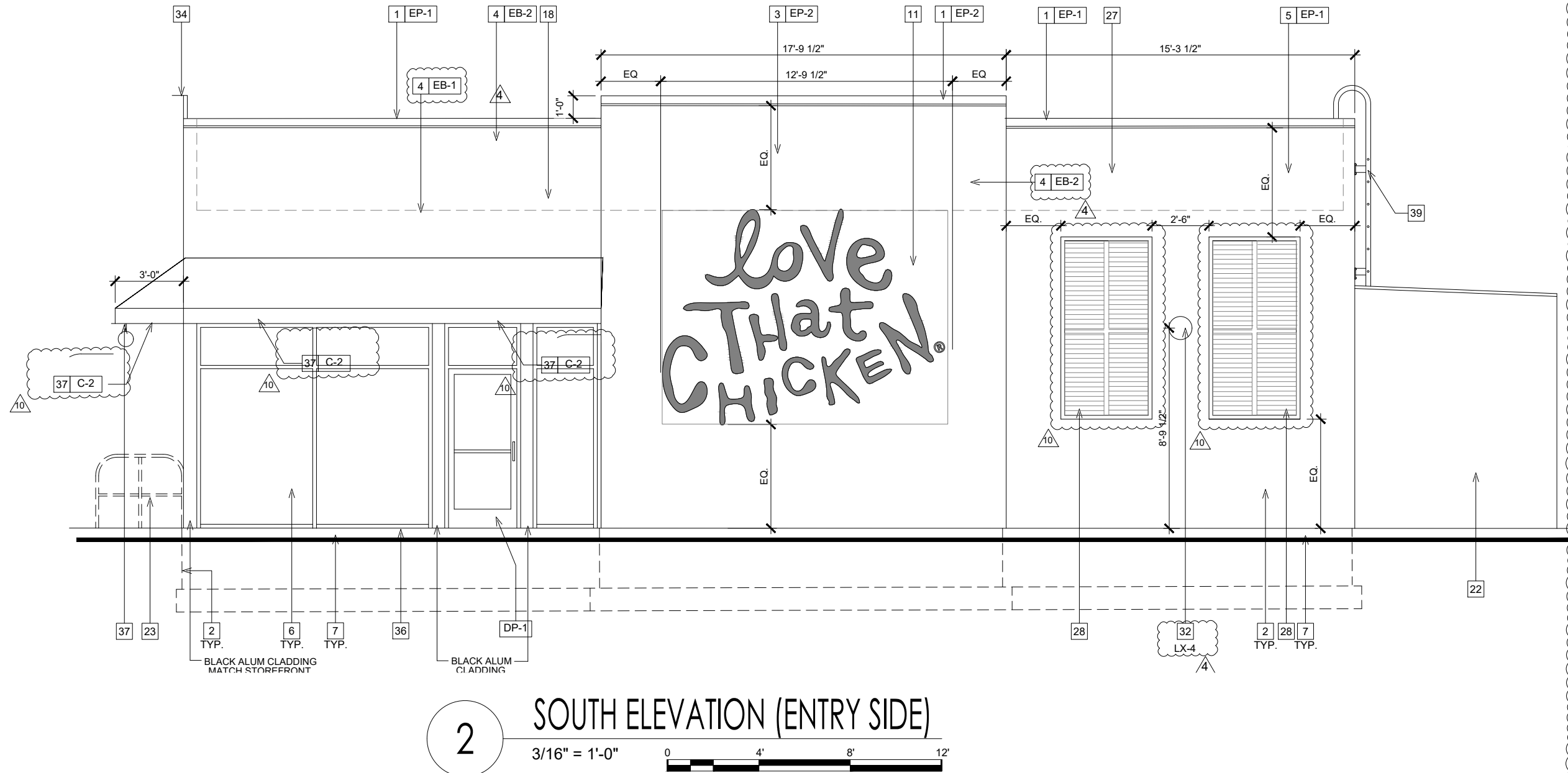
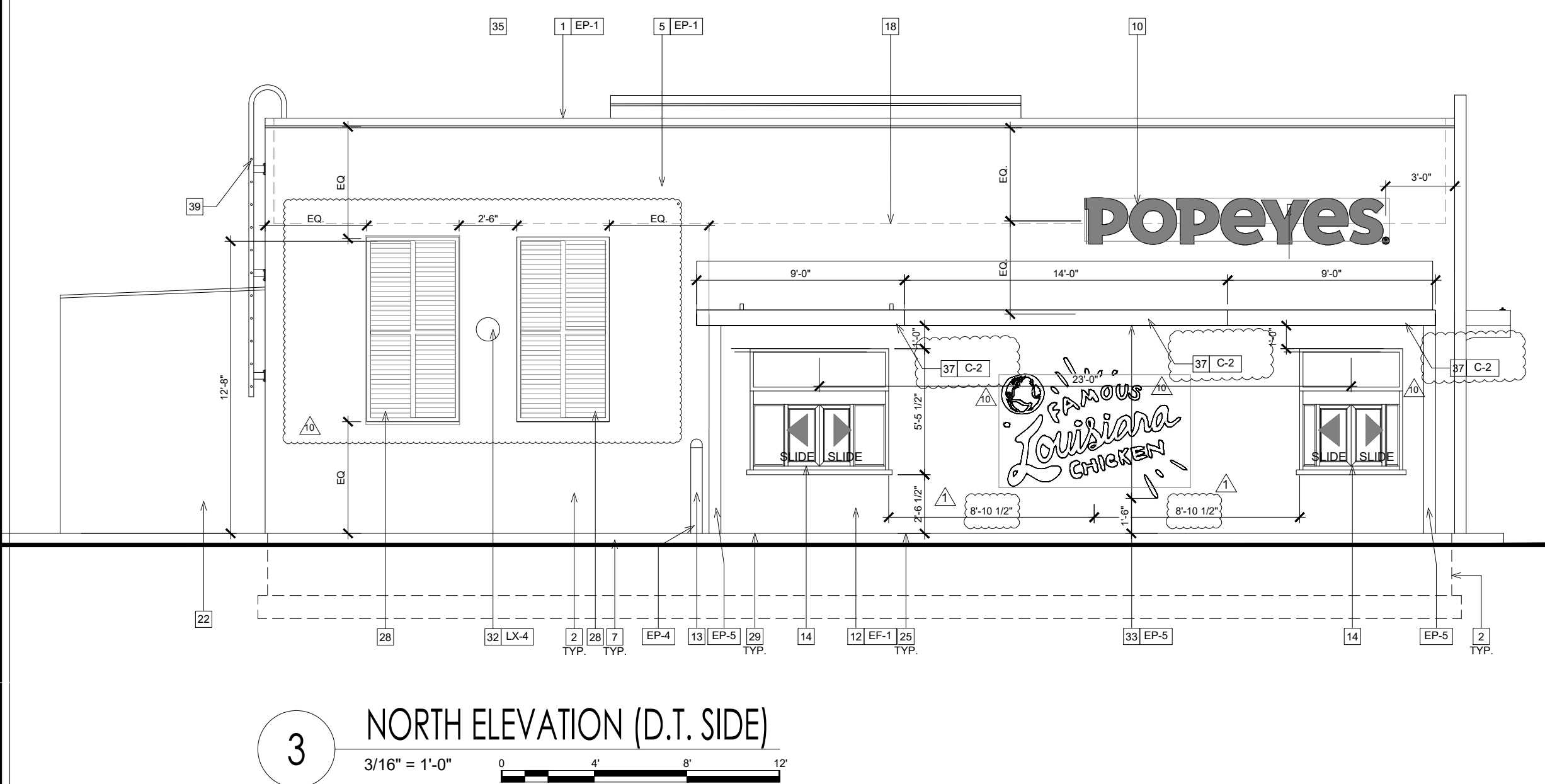
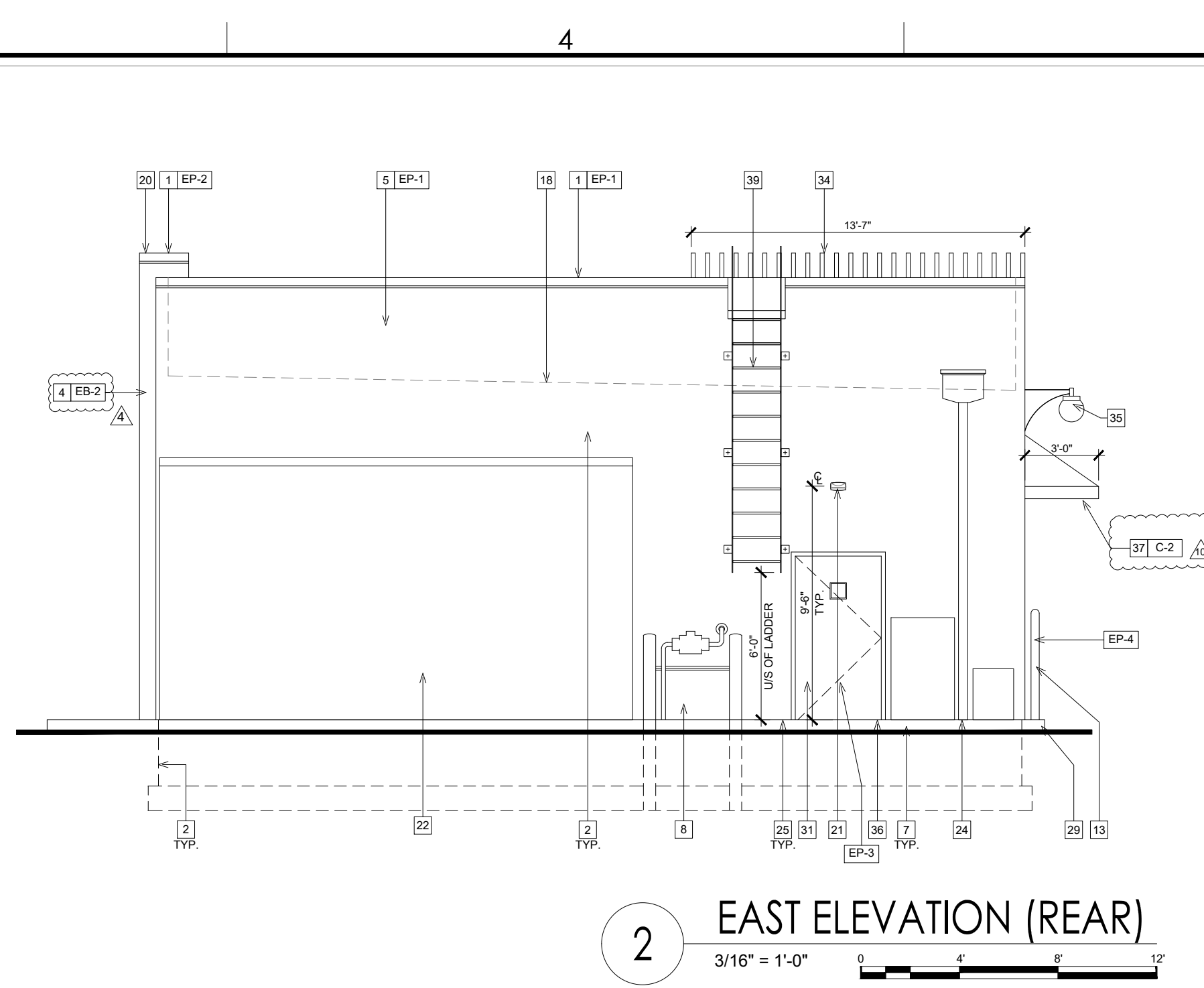
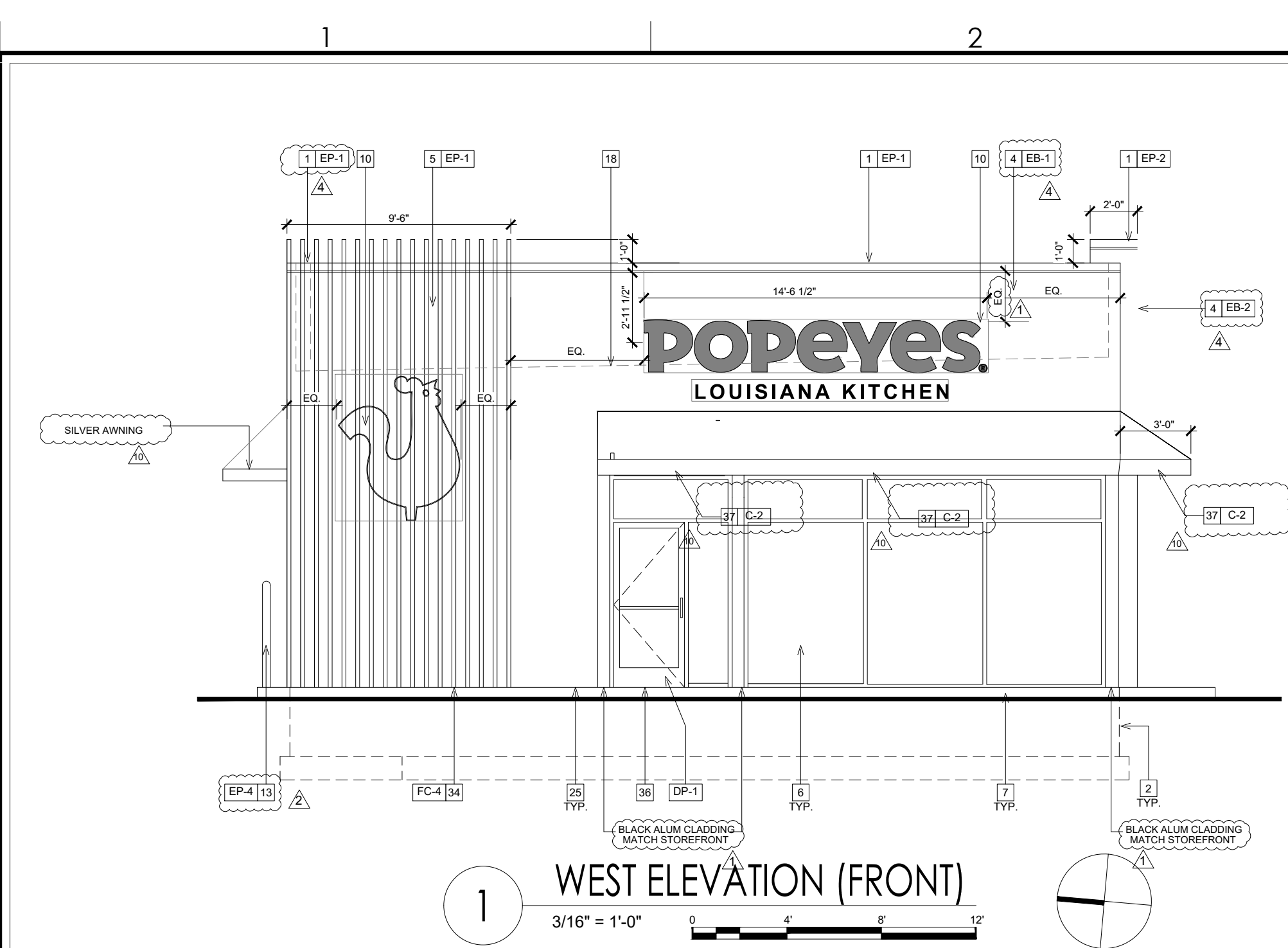
DRAWING TITLE

PROPOSED
BUILDING RENDERINGS

DRAWING NUMBER
A-202

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WAIVER TABLE			
ITEM	CODE/SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	SIGN DELETED One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, SIGN DELETED

EXTERIOR ELEVATION NOTES

- PRE-FINISHED METAL CAP FLASHING C/W DRIP.
- G.C. TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
- EP-1 EXTERIOR PAINT SEE COLOR BELOW
- EP-1 EXTERIOR PAINT SEE COLOR BELOW
- EIFS. REFER TO POPEYES MASTER SCHEDULE.
- PRE-FINISHED "BLACK ANODIZED" ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
- EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
- GAS UTILITY METER.
- REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
- INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 7" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
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- DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
- N/A.
- N/A.
- DASHED LINE INDICATES T/O OF ROOF BEHIND PARAPET.
- C/T CABINET AND METER.
- LINE OF PARAPET WALLS BEYOND.
- GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
- WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
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- ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
- HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
- N/A.
- DECORATIVE OLD FLORIDA SHUTTERS - TEAL.
- G.C. TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
- REAR EXIT DOOR. REFER TO POPEYES MASTER SCHEDULE.
- WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY.
- OPEN BOTTOM ALUMINUM CANOPY WITH DOWNLIGHT LED LIGHT FIXTURE SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
- VERTICAL SIMULATED ALUMINUM SLATS. B-N SLATS TAR-028 PACIFIC GRAY.
- N/A.
- CONCRETE SIDEWALK (BY G.C.). REFER TO SITE PLAN.
- SILVER AWNING
- N/A.
- EXTERIOR ROOF LADDER.
- DELETED

PAINT COLORS TO MATCH EXISTING SHOPPING CENTER

EP-1 - SW 6385 - DOVER WHITE	SLATS - PACIFIC GRAY
EP-2 - SW 28260 - SAGE	AWNING COLOR - SILVER
EP-3 - SW 6489 - REALLY TEAL	

GENERAL NOTES

- SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES. COLOUR: TO MATCH WINDOW / DOOR FRAMES.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

- NOTE REFERENCE. REFER TO ELEVATION NOTES
- FINISH TYPE

REVISION INDEX:

- 2 # = rev discription
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 - REVISED SIGN TO MONUMENT SIGN (KH COMMENT 5)
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 - ADD STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
 - ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
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 - COORDINATE BUILDING AREA ON SHTS (PLANNING COMMENT 4)
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 - PARKING COUNT CORRECTION (PLANNING COMMENT 6)
 - DIMENSION PARKING STALLS (PLANNING COMMENT 7)
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 - ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
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 - ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
 - CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
 - CORRECT DUMPSTER AND SHOW AUTO TURN (PW COMMENT 1 & 2)
 - SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 1 & 2)
 - LEGEND OR KEY FOR CALLOUT (PLANNING COMMENT 17)
 - CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT 4 - 7/9/25)
 - LIST TOP1.0 IN INDEX (PLANNING COMMENT 6-7/9/25) NO TOP1.0 EXISTS
 - CORRECT L1 & L2 TO LP1 & LP2 IN INDEX (PLANNING COMMENT 6 - 7/9/25)
 - SHOW IRR. PLANS L1 & L2 IN INDEX (PLANNING COMMENT 7 - 7/9/25)
 - DELETE EXTRANEOUS NOTE IN SITE PLAN SCOPE NOTES RE: Pylon
 - ADD ELEVATION TAG NOTES TO ELEVATION SHEET
 - CHANGE PARKING COUNT FROM 10 TO 9 & ADD BUMPERS AT HC SPACES
 - CHANGE EXTERIOR COLORS AND FINISHES TO COMPLIMENT EXISTING SHOPPING CENTER

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301
AA26001731
SEAL

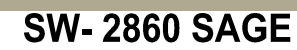
■ BRIAN P. HERBERT FL AR0015474
PROJECT
LOUISIANA KITCHEN
POPEYES
WINDEMERE POINT
STUART, FL
1951 NW FEDERAL HWY,
STUART, FLORIDA
OWNER

1560 BOONE, LLC
1951 NW FEDERAL HWY,
STUART, FLORIDA

REVISIONS		
No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEWREVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS-ELV TAGS	09/20/2025
8	COLOR & FINISH REVISION	12/05/2025

PROJECT STATUS
SITE PLAN APPROVAL
DATE
08-31-2023
PROJECT NUMBER
19-2023
SCALE
AS SHOWN
DRAWN BY
H3D/DECO
CHECKED BY
BPH
DRAWING TITLE

PROPOSED
BUILDING ELEVATIONS
DRAWING NUMBER
A-201



Page 241 of 316



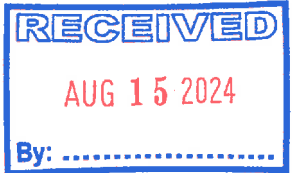
Engineering & Project Management

361 NW Dewburry Terrace

Jensen Beach, FL 34957

772 291 8177

office@terragoneengineering.com



WINDEMERE POINT PARCEL 2
COMPLETION OUT PARCEL DEVELOPMENT
DRAINAGE STATEMENT

August 8, 2024

BACKGROUND

Windemere Point was developed in 2008 as a PUD with a drainage system serving both parcels within the site. Parcel 2 is a separate outparcel, purchased by 1560 Boone, LLC and developed separately. In the PUD, drainage capacity was made available for development on Parcel 2.

ANALYSIS

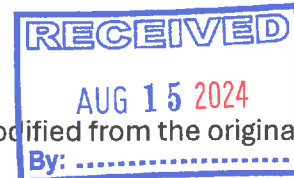
This drainage statement evaluates the area within the curb line of Parcel 2 as the remainder of parcel 2 is developed as contemplated in the main PUD. Specifically, we evaluate those items that have changed on the building pad site, utilizing the edge of pavement against the bare ground as the boundary for the evaluation.

Measuring areas utilizing CAD drawings on the original PUD Site Plan yields the following impervious area measurements:

2008 Parcel 2 – Accommodated areas

Buildings	14,075 square ft
Walkways	7,453. square ft.
Dumpster and Loading	<u>1,970 square ft.</u>
	23,498 square ft

In 2018 a 5300 sq ft. commercial retail building was developed on Parcel 2, leaving the north side of the building pad vacant field. Side walks were installed only around the



building . The dumpster was also developed, but its layout was modified from the original PUD layout.

In the proposed development of the remainder of Parcel 2, a 1993 sf drive through restaurant is contemplated. It requires the expansion of pavement for the drive through lanes, which is additional pavement area. The total impervious area is broken down as follows:

Parcel 2 in its final buildout layout – impervious areas (includes 2018 development)

Buildings	5300 (exst) + 1993 (prop) square ft
	7,293 Tot. SF buildings
Site/drive around building	7,516 square ft
Walkways (proposed and exst)	6,188 square ft.
Dumpster and Loading (exst)	<u>452 square ft.</u>
	21,749 square ft

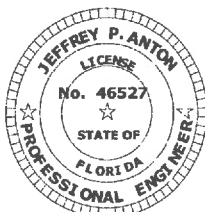
CONCLUSION

As evident by the analysis above, there will be 1,749 less impervious area. As the amount of impervious area is the only variable altered in the runoff equation, in the direction of less runoff generated, the proposed development will demand less capacity from the drainage system than contemplated in the original PUD site plan. Thus, the outparcel buildout will have no negative impact on the drainage system.

Sincerely

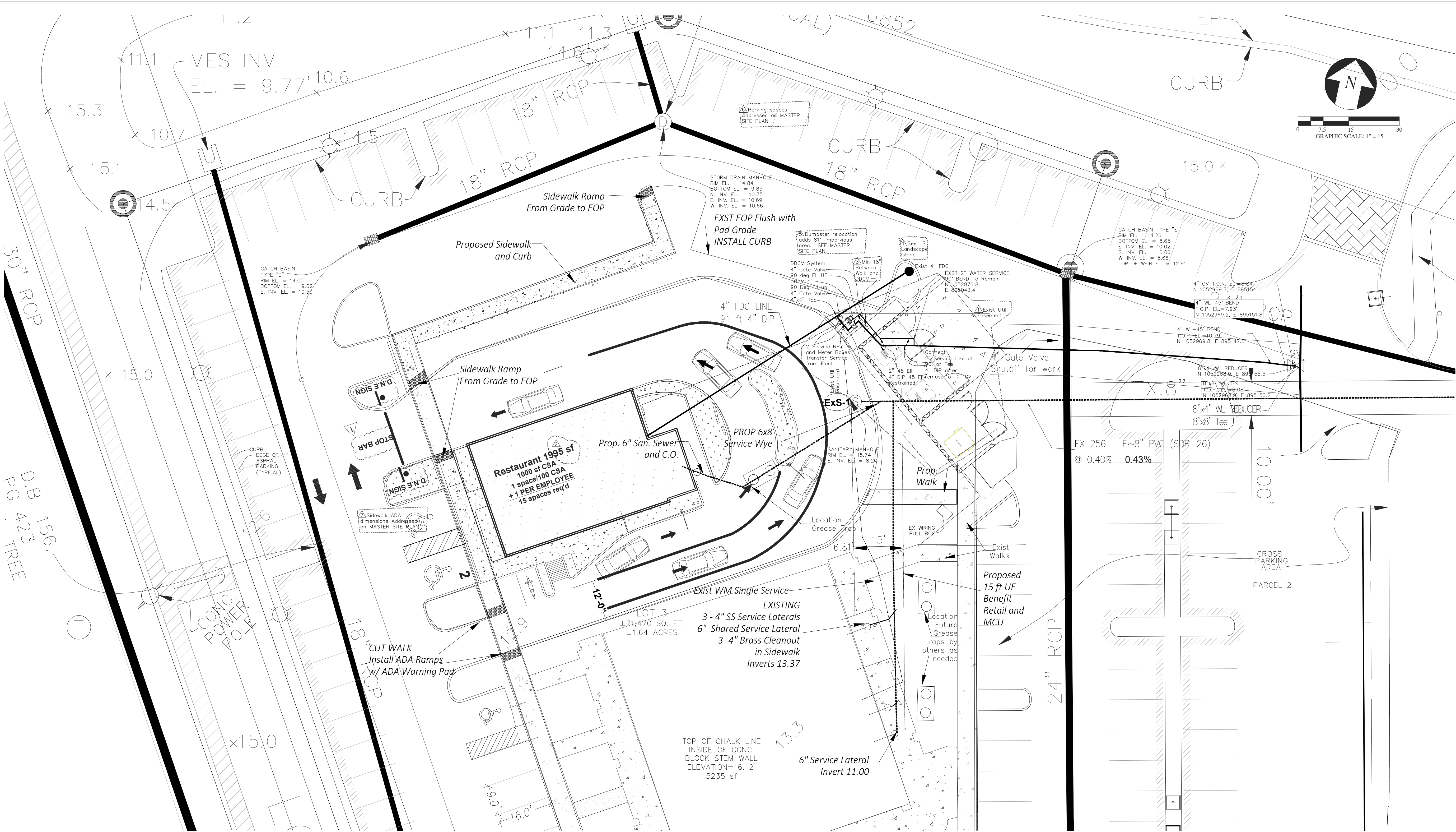
Jeffrey P. Anton, PE FL 46527

August 1, 2024

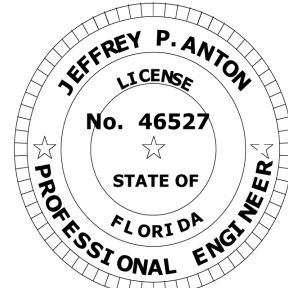


This item has been digitally signed and sealed by Jeffrey P. Anton, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed
by Jeffrey P
Anton
Date: 2024.08.01
10:00:46 -04'00'



ERC & WATER METER CALCULATIONS						
MCU UTILITY SERVICE PHASE	BUILDING	LAND USE / SIZE	ESTIMATED FLOW (GPD)	CALCULATION BASIS	ERC 250 GPD	METER SIZE
1	Restaurant	1995 SF (20 Seats) 9 Employee shifts	320 135	16 GPD / Seat 15 GPD/ 8 hr. Employee shift	2	5/8"



Digitally signed
by Jeffrey P Anton
Date: 2025.10.16
18:08:03 -04'00'

DRAWINGS AND SPECIFICATIONS SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES. PLANS NOT VALID FOR CONSTRUCTION UNTIL PROPERLY MARKED "ISSUED FOR CONSTRUCTION " BY THE ENGINEER.

ENGINEERING SITE PLAN

ENGINEERING PRELIMINARY PLAN

DRIVE THROUGH RESTUARANT
WINDEMERE POINT PARCEL 3

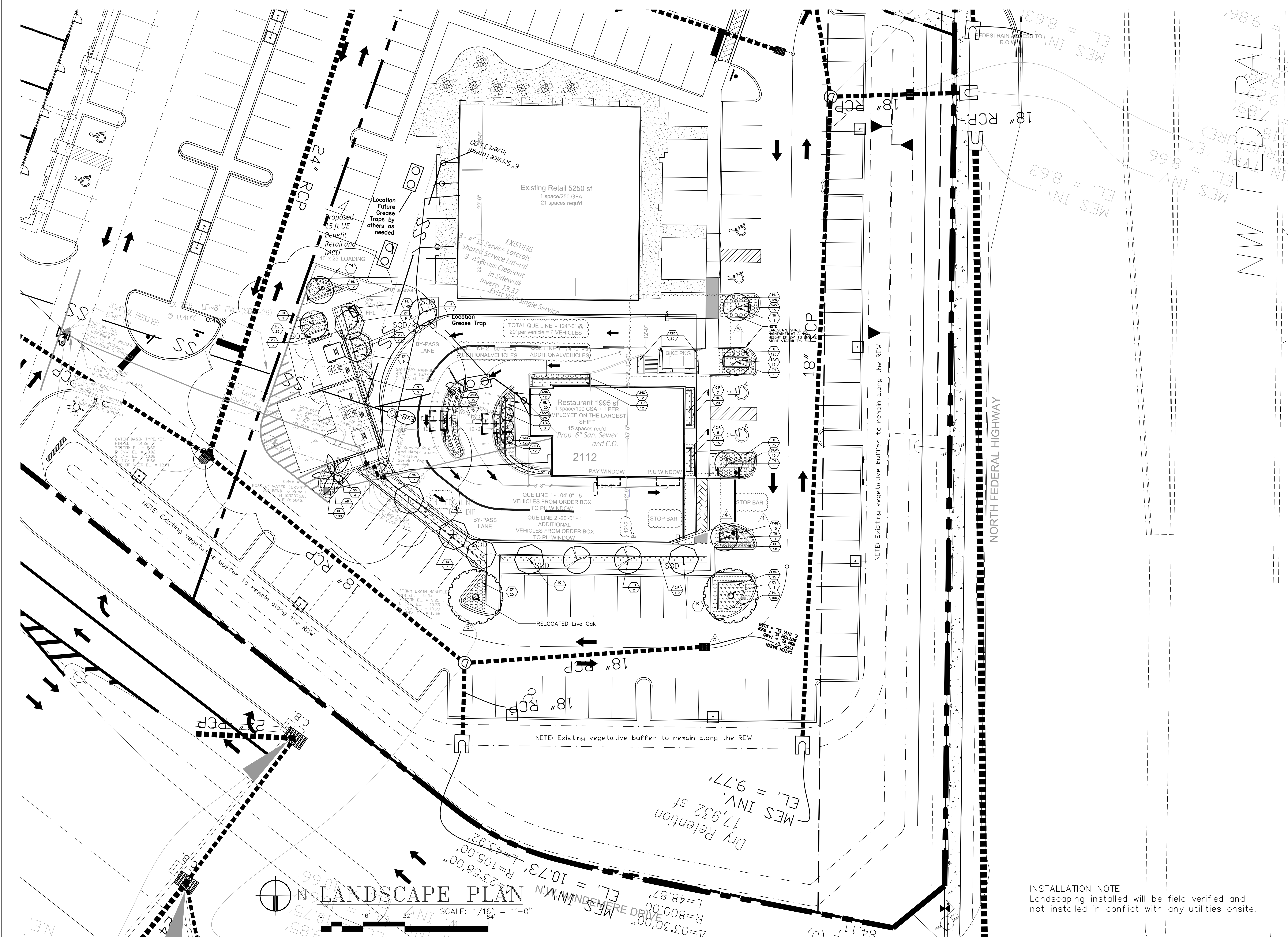
Sheet No.
C-1
of
2

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

361 NW Dawbury Terrace, Jensen Beach, Florida 34957
Phone: (772) 291-8177
E-mail: office@terraengineering.com
Florida Registry Lic. 34035

Jeffrey P. Anton
OCT 16, 2025
PE No. 46527

Designed:	J.A.	A.A.	3/4/24
Drawn:	By	By	
Checked:	By	By	
Approved:	JPA	AAA	Date JUN 4, 2025
Project Pages	JPA	JPA	Review
File:	JPA	JPA	Review
Revision:	By	By	Date:
No.	No.	No.	No.





TONNING & ASSOCIATES, INC.
Landscape Architecture & Land Planning

Landscape Architect – Florida License #6666709
4855 NW 92 Terrace
Coral Springs, Florida 33067
Tel: 561-414-8269
Email: wtonning@tonningandassociates.com

DRWG. TITLE : LANDSCAPE PLAN – PERMIT
PROJECT : POPEYES WINDMERE POINT
1951 NW FEDERAL HIGHWAY
STUART, FLORIDA
CLIENT : CHA ARCHITECTS

Wayne K. Tonn
ng

Digitally signed by Wayne K. Tonn
Date: 2025.10.17 16:33:25 -04'00'
WAYNE K. TONNING, R.L.A. #6666709

PROJECT NO.	24-117
DRAWN BY	WKT
DESIGNED BY	WKT
CHECKED BY	WKT
DATE :	03-25-24
DWG. NO.	LP-1
SHT. NO.	1 of 2
REVISIONS :	
02-25-25	
05-16-25	
06-25-25	
10-15-25	

INSTALLATION NOTE
Landscaping installed will be field verified and not installed in conflict with any utilities onsite.

NOTES:

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warrantied by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 50% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

Each lot shall supply, install, and maintain an individual irrigation system for that individual lot.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Wayne K. Tonning,RLA.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine Floratam solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

INSTALLATION NOTE
Landscaping installed will be field verified and not installed in conflict with any utilities onsite.

LANDSCAPE CODE	REQUIRED	PROPOSED
VEHICLE USE AREA		
The landscaping provided within the landscaped strip shall include:a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the parking area; and	225 LF 8 Trees	8 Trees
B. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to right-of-way; and	COMPLIES	COMPLIES
c.Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and	COMPLIES	COMPLIES
d.Grass, ground cover, or other landscape treatment.		

Parking area interior landscaping1.For a major development, not less than 50 percent of the required landscaping shall be interior landscaping exclusive of required buffer. Interior landscaping shall be located around the periphery of structures and interspersed throughout parking areas.

2.A landscaped area not less than five feet wide, consisting primarily of shrubbery, shall be provided along the sides of the building which abut a parking area. A landscaped area not less than two feet in width shall be provided along the sides and rear of a building where abutting an on-site service or access driveway. The landscaping located along the sides and rear of buildings which abut a parking area or driveways shall include a hedge, one tree for every 30 linear feet, and ground cover. This landscaping may be clustered to allow for creativity and flexibility in design with the approval of the city development director.	175 LF 6 Trees	8 Trees
---	-------------------	---------

3.Interior landscaping shall include not less than one tree for every 500 square feet or fraction thereof of interior landscaped area. Interior landscaped areas shall be located in such a manner as to divide and break up the expanse of paving.

One Canopy Tree per Parking Island	9 Islands	9 Trees
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PROPOSED PLANT LIST
TREES / PALMS – 55% Native

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
IC (N)	V	7	Ilex cassine/ Dahoon Holly	B&B Field Grown, 3" DBH, 12' OA
LS	V	3	Lagerstroemia speciosa / Queens Crape Myrtle	B&B Field Grown, 3"DBH, 12' OA
TH	V	9	Tabebuia hetrophylla / Pink Tabebuia	B&B Field Grown, 3" DBH, 12' OA
QV (N)	V	1	Quercus virginiana / Live Oak	B&B Field Grown, 3" DBH, 12' OA
WB	V	1	Wodyetia bifurcata / Foxtail Palm	B&B Field Grown, 12' OA

ACCENTS / SHRUBS – 52% Native

CIR (N)	V	159	Chrysoballum icaco / Red Tip Cocoplum	3 Gal., 24" OA, 2' OC
FMG	V	37	Ficus macrocarpa / Green Island Ficus	3 Gal., 18" OA, 18" OC
SAV	V	85	Schefflera arboricola variegata/ Trinette	3 Gal., 24" OA, 2' OC
VS	V	29	Viburnum sandankwa / Viburnum	7 Gal., 48" OA, 2' OC

GROUND COVERS – 89% Native

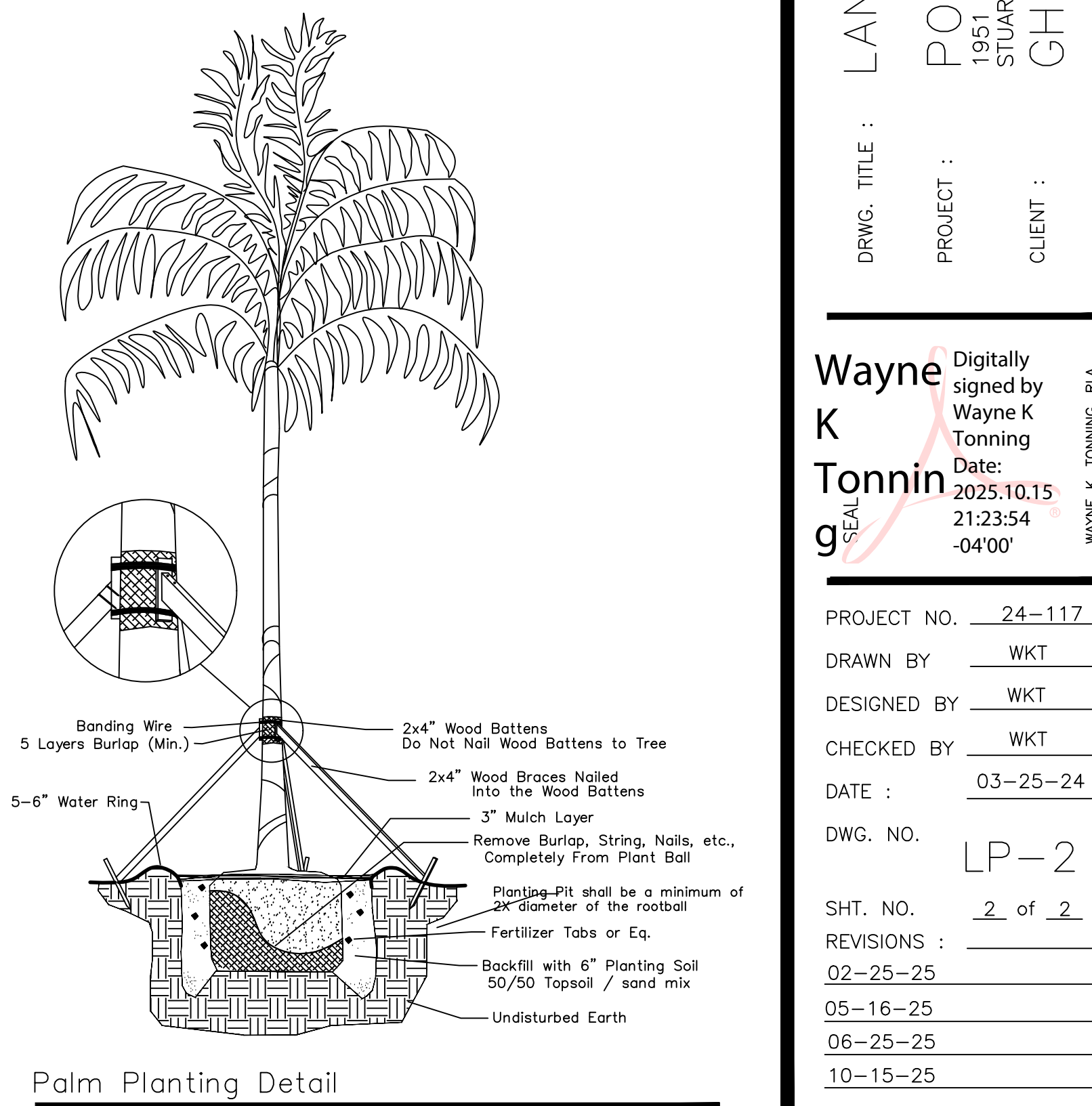
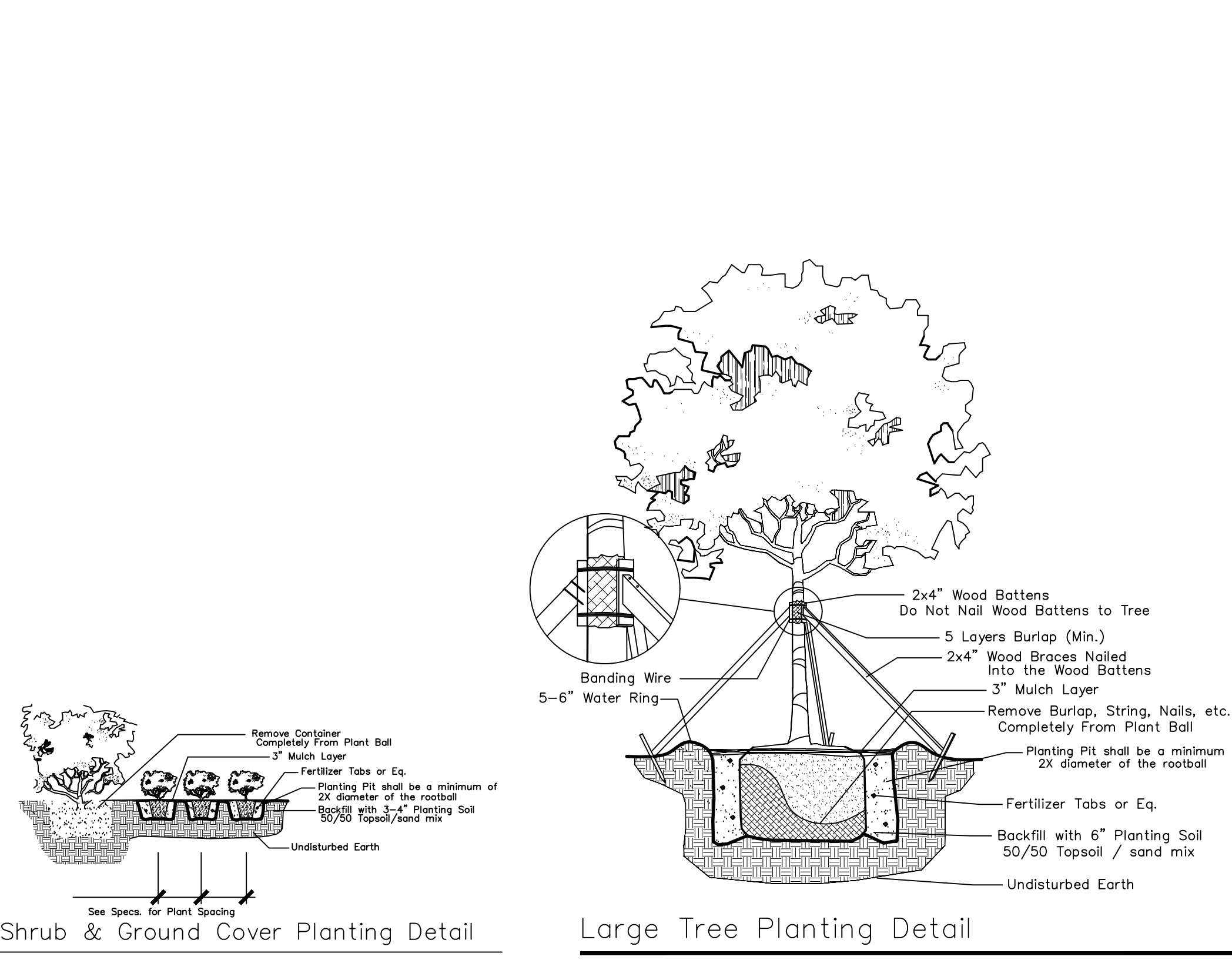
ANN	V	12	Annual / Seasonal	6" Pot, 12" OC
JNC	V	59	Juniperus conferta / Juniper	3 Gal., 24" OA, 2' OC
HL (N)	V	912	Hymenocallis latifolia / Spider Lilly	1 Gal., 12" OA, 1' OC
ZF (N)	V	47	Zamia floridana / Coontie	3 Gal., 18" OA, 2' OC

MISCELLANEOUS

SOD			St Augustine Sod	Solid application – no gaps between seams
	(N)		Florida Native Plant Species	
	L		Low Drought Tolerance	
	M		Moderate Drought Tolerance	
	V		Very Drought Tolerant	

XERISCAPE POINTS

Dption	Points	DESIGN
1 Utilization of moisture sensing contrroller other than rain switch	5	
2 Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
3 Grass: 25%–50% of the grass areas are made up of drought tolerant grass species from the list 51% or more of the grass areas are made up of drought tolerant grass species from the list	5 10	10
4 Shrubs: 25%–50% of the required shrubs are made up of drought tolerant species from the list 51% or more of the required shrubs are made up of drought tolerant species from the list	5 10	10
5 Trees: 25%–50% of the required trees are made up of drought tolerant species from the list 51% or more of the required trees are made up of drought tolerant species from the list	5 10	10
6 Extra shade trees in vehicular use areas: 25% more than the required shade trees planted in the vehicular use area 50% more than the required shade trees planted in the vehicular use area	5 10	
7 Sod area less than 50% of landscape area	10	10
8 Utilization of compacted mulched (use of cypress mulch not recommended in order to protect natural cypress wetlands) planting beds at least three inches deep in all planted areas except ground cover	10	10
TOTAL	50	



TONNING & ASSOCIATES, INC.

Landscape Architecture & Land Planning

Wayne K. Tonning, RLA

4855 NW 92 Terrace

Coral Springs, Florida 33067

Tel: 561-414-8269

Email: wtonning@tonningandassociates.com

License #6666709

DRWG. TITLE : LANDSCAPE PLAN – PERMIT

PROJECT : POPEYES WINDMERE POINT

1951 NW FEDERAL HIGHWAY

STUART, FLORIDA

CLIENT : CHA ARCHITECTS

Wayne K Tonnnin g

Digitally signed by Wayne K Tonning

Date: 2025.10.15 21:23:54 -04'00'

WAYNE K. TONNING, RLA #6666709

PROJECT NO.	24-117
DRAWN BY	WKT
DESIGNED BY	WKT
CHECKED BY	WKT
DATE :	03-25-24
DWG. NO.	LP-2
SHT. NO.	2 of 2
REVISIONS :	02-25-25
	05-16-25
	06-25-25
	10-15-25

August 11, 2025

To: Robert Sherman

From: Ayman As-Saidi, PE

Re: Popeyes

O'Rourke Engineering and Planning, a TMC Company, was retained to analyze the number of trips produced by the proposed development located in the Windemere Point Shopping Plaza. The plaza was initially approved based on a traffic impact analysis performed on September 12, 2007. The development has had amendments approved by the City of Stuart in 2015 and 2018.

The plaza is currently approved with 45,000 square feet of Fitness Center, 33,500 square feet of Retail Shopping Center and 1,800 square feet of Fast Food Restaurant with Drive Thru. The development is being proposed to include 45,000 square feet of Health/Fitness Club, 20,750 square feet of Retail Plaza and 1,995 square feet building with 1,800 square feet service of Fast Food with Drive Thru. The approved trip generation is included in **Attachment A**. The change in trip generation is the subject of this analysis.

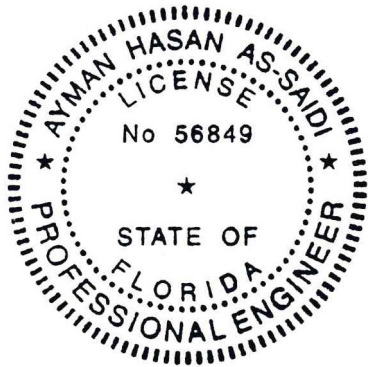
The Trip Generation for the approved uses was updated from the original ITE 7th Edition to ITE 11th Edition Rates. The approved uses generate 138 AM peak hour trips with 78 entering and 60 exiting and 276 PM peak hour trips with 150 entering and 126 exiting. The approved trip generation using 11th edition rates are shown in **Attachment B**. ITE 11th Edition trip rates were also applied to calculate the trips associated with the proposed uses. The proposed uses will generate 122 AM peak hour trips with 67 entering and 55 exiting and 229 PM peak hour trips with 127 entering and 102 exiting. The proposed trip generation is shown in **Attachment C**. The difference in the trip volumes is shown below:

	AM		PM	
	IN	OUT	IN	OUT
Proposed	67	55	127	102
Approved	78	60	150	126
Difference	-11	-5	-23	-24

This change in land use and trip generation rates has resulted in a decrease in trips in both the AM and PM peak hour. US-1 has an hourly directional capacity of 2,680 trips. The impact is a reduction in trips that are distributed onto the adjacent link of US-1. Since the trips are less than 1% of the capacity on US-1 then the project is considered de minimis and no further analysis is required.

The proposed site plan is included in **Attachment D**; the Martin County 2023 Roadway Level of Service Report is in **Attachment E**. ITE Pass-by references, internal capture matrices, and trip generation sheets are included in **Attachment F**.

Please let us know if you have any questions or comments.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

**AYMAN H AS-
SAIDI**

Digitally signed by AYMAN H
AS-SAIDI

Date: 2025.08.12 10:48:06
-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC
3101 MAGUIRE BOULEVARD, SUITE 265

ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

Ayman As-Saidi, P.E. № 56849

Attachment A - Approved Trip Generation

TABLE 1a: AM Trip Generation

Description	Land Use Code	SF/ Quantity	Daily Equation	Daily Trips	AM Equation	AM Trips	% In	% Out	AM in	AM out	Internal	External In	External Out	Pass-by %	Pass-by trips	Net In	Net Out	Net New Total
Fitness Center	492	45,000	$T=32.93(x)$	1,482	$T=1.21(x)$	54	42	58	23	32	5	21	28	40	20	11	19	30
Retail Shopping Center	820	33,500	$\ln(T) = 0.65 \ln(x) + 5.83$	3,336	$\ln(T) = 0.60 \ln(X) + 2.29$	81	61	39	50	32	8	45	29	48	35	27	11	38
Fast Food Restaurant w/Drive Through	934	1,800	$T=496.12(x)$	893	$T=53.11(x)$	96	51	49	49	47	5	46	44	41	37	28	26	54
Sum		80,300		5,711		231			122	111	18	112	101		92	66	56	122
			Daily less internal and Pass-by	2,836														

TABLE 1b: PM Trip Generation

Description	Land Use Code	SF/ Quantity	Daily Equation	Daily Trips	PM Equation	PM Trips	% In	% Out	PM in	PM out	Internal	External In	External Out	Pass-by %	Pass-by trips	Net In	Net Out	Net New Total
Fitness Center	492	45,000	$T=32.93(x)$	1,482	$T=4.05(x)$	182	51	49	93	89	18	84	80	40	73	47	44	91
Retail Shopping Center	820	33,500	$\ln(T) = 0.65 \ln(x) + 5.83$	3,336	$\ln(T) = 0.66 \ln(X) + 3.40$	304	48	52	146	158	18	137	149	48	146	64	76	140
Fast Food Restaurant w/Drive Through	934	1,800	$T=496.12(x)$	893	$T=34.64(x)$	62	52	48	32	30	6	29	27	41	26	17	14	31
Sum		80,300		5,711		548			271	277	42	250	256		245	128	134	262
			Daily less internal and Pass-by	2,836														

Source: ITE, 7th Edition

Attachment B - Approved Uses using ITE 11th Ed. Trip Generation

Table 1a: 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
Strip Retail Plaza (<40k)	822	33,500	Sft	T = 2.36(X)	60%	40%	47	32	79	4	4	8	10.1%	43	28	71	14	14	28	40.0%	29	14	43
Fast Food (w/ Drive Thru)	934	1,800	Sft	T = 44.61(X)	51%	49%	41	39	80	4	4	8	10.0%	37	35	72	18	18	36	50.0%	19	17	36
Health/Fitness Club	492	45,000	Sft	T = 1.31(X)	51%	49%	30	29	59	-	-	-	0.0%	30	29	59	-	-	-	0.0%	30	29	59
TOTALS		80,300					118	100	218	8	8	16	7.3%	110	92	202	32	32	64	31.7%	78	60	138

Source: ITE 11th Edition Trip Generation Rates

Table 1b: 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
Strip Retail Plaza (<40k)	822	33,500	Sft	T = 6.59(X)	50%	50%	111	110	221	15	13	28	12.7%	96	97	193	39	38	77	40.0%	57	59	116
Fast Food (w/ Drive Thru)	934	1,800	Sft	T = 33.03(X)	52%	48%	31	28	59	10	13	23	39.0%	21	15	36	10	10	20	55.0%	11	5	16
Health/Fitness Club	492	45,000	Sft	T = 3.45(X)	57%	43%	88	67	155	6	5	11	7.1%	82	62	144	-	-	-	0.0%	82	62	144
TOTALS							230	205	435	31	31	62	14.3%	199	174	373	49	48	97	26.0%	150	126	276

Source: ITE 11th Edition Trip Generation Rates

Attachment C - Proposed Trip Generation

Table 1a: 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
Strip Retail Plaza (<40k)	822	20,750	Sft	T = 2.36(X)	60%	40%	29	20	49	2	3	5	10.2%	27	17	44	9	9	18	40.0%	18	8	26
Fast Food (w/ Drive Thru)	934	1,800	Sft	T = 44.61(X)	51%	49%	41	39	80	3	2	5	6.3%	38	37	75	19	19	38	50.0%	19	18	37
Health/Fitness Club	492	45,000	Sft	T = 1.31(X)	51%	49%	30	29	59	-	-	-	0.0%	30	29	59	-	-	-	0.0%	30	29	59
TOTALS		67,550					100	88	188	5	5	10	5.3%	95	83	178	28	28	56	31.5%	67	55	122

Source: ITE 11th Edition Trip Generation Rates

Table 1b: 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
Strip Retail Plaza (<40k)	822	20,750	Sft	T = 6.59(X)	50%	50%	69	68	137	14	12	26	19.0%	55	56	111	22	22	44	40.0%	33	34	67
Fast Food (w/ Drive Thru)	934	1,800	Sft	T = 33.03(X)	52%	48%	31	28	59	10	13	23	39.0%	21	15	36	10	10	20	55.0%	11	5	16
Health/Fitness Club	492	45,000	Sft	T = 3.45(X)	57%	43%	88	67	155	5	4	9	5.8%	83	63	146	-	-	-	0.0%	83	63	146
TOTALS							188	163	351	29	29	58	16.5%	159	134	293	32	32	64	21.8%	127	102	229

Source: ITE 11th Edition Trip Generation Rates

General Notes:

- All building, parking and access areas shall document compliance with the requirements of the City of San Francisco's Accessibility Act and all applicable codes.
- Refer to Landscape Plan for landscape details and specifications.
- All construction shall be completed, approved and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Saint Development Department review and respond to the proposed site plan and property interest on the site.
- All signs will comply with the city regulations at the time of permitting.
- All parking spaces shall be paved with concrete or asphalt and include curbs, entrances and exits.
- All building numbers must be no less than four (4) inches tall, illuminated, and not blocked by landscaping.
- Building numbers shall be placed at front and rear entrances.
- Sediment control measures shall be maintained in working order at all times.
- Construction shall be made to meet the standards set forth by transport vehicles onto public paved surfaces.
- All trees, shrubs and trunks, perimeter ditches, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land activity and shall be made functional before final disturbance takes place.
- All public structures shall have a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any vehicle damaged during construction shall be repaired or replaced.
- Screening of A/C units, trash receptacles, back flow prevention, and other above ground utility shall adhere to Section 6.09-03.08-01 of the City of Saint LR.
- All fire extinguishers shall be provided in accordance with the requirements as required by code or program use in accordance with NFPA 701 and fire alarms shall be installed in accordance with NFPA 72.
- All construction traffic shall be prohibited from accessing the site via NW Windermere Dr. during construction.
- All types of pavement treatments shall utilize a Type C Durb throughout the project site.
- No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during construction.
- Detectable warning surfaces shall be provided at all sidewalk ramps and crosswalks.
- Sloped areas of all new projects require erosion prevention devices be located and defined in the engineering construction plans. Refer to the PAMP regarding "Plan Protection Controls" plans and monitoring.
- Erosion prevention devices shall be placed to protect all potential upland preserve areas and buffers along the eastern property line.
- Required erosion prevention devices shall be located and detailed on the engineering construction plans.
- Impervious surfaces shall be covered with mulch on the site shall be installed in accordance with the engineering construction plans.
- All parking spaces shall be paved with concrete or asphalt and include curbs, entrances and exits in accordance with NPDES and SWFWD requirements.
- All construction shall be in accordance with the standards set forth in the Public Resources Code in accordance with the PUD conditions.

***Parking Notes**

The following notes are for representative purposes. Less intensive uses can be exchanged with the listed uses subject to compliance with the overall parking requirements determined at the time of building permit or conditional license.

LEGAL DESCRIPTION

that PART OF LOTS 12, 13 AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SUTTER COUNTY, CALIFORNIA, ACCORDING TO THE PLAT THEREOF DATED 22 JANUARY, 1911, RECORDED IN PAGE 30, SITE 10, OF THE SAN JOSE MERCANTILE RECORDS, DESCRIBED AS FOLLOWS:

BRIAN P. HERBERT FL AR0015474

PROJECT



POPEYES
INDEMERE POIN'

STUART, FL
1951 NW FEDERAL HWY,
STUART, FLORIDA

STUART

1951 NW FEDERAL HWY,
STUART, FLORIDA

PROJECT STATUS	
SITE PLAN APPROVAL	
DATE	
08-31-2023	
PROJECT NUMBER	
19-2023	
SCALE	
AS SHOWN	
DRAWN BY	CHECKED BY
H3D/DECO	BPH
DRAWING TITLE	

DRAWING NUMBER

ASP-100

Martin County 2023 Roadway Level of Service Inventory Report

Road Name	From	To	Context Classification	Generalized Service Capacity	2023 Average Annual Daily Traffic	2023 Peak Hour Directional Volume	2023 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	CR-A1A	CR-708	C3R	1850	16,983	876	C	0.5%
SR-5 (US-1)	CR-708	Osprey St	C3C	1810	23,762	1,551	D	0.5%
SR-5 (US-1)	Osprey St	Seabbranch Blvd	C3R	1850	25,850	1,158	C	2.3%
SR-5 (US-1)	Seabbranch Blvd	Cove Rd	C3C	2680	30,175	1,411	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	C3C	2680	31,914	1,465	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	C3C	2680	39,484	1,704	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	C3C	2680	36,506	1,727	C	0.5%
SR-5 (US-1)	Indian St	SR-714	C3C	2680	45,276	2,176	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	C4	2810	36,743	1,753	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	C4	2810	33,378	1,336	C	0.6%
SR-5 (US-1)	SR-76	Palm City Rd	C4	2810	47,809	1,793	C	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	C4	2810	56,184	2,178	C	0.6%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	C3C	2815	59,047	2,827	E	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	C3C	2680	51,265	2,215	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	C3C	2680	47,243	2,203	C	0.5%
SR-5 (US-1)	Britt Rd	SR-732	C3C	2930	55,790	2,543	C	0.5%
SR-5 (US-1)	SR-732	Westmoreland Blvd	C3C	3180	65,367	2,867	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	C3C	3180	63,100	2,855	C	1.1%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	C2	730	7,253	307	C	3.4%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	C2	730	8,597	362	C	3.8%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	C2_T	940	14,316	811	C	3.8%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	C2	2910	14,316	811	A/B	3.8%

Segments with shaded LOS require additional analysis.

The peaks are: CR-713 (PM/NB), US-1 (PM/NB) and SR-714 (AM/EB)

Vehicle Pass-By Rates by Land Use									
Source: ITE Trip Generation Manual , 11th Edition									
Land Use Code	821								
Land Use	Shopping Plaza (40 - 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	15								
Average Pass-By Rate	40%								
	Pass-By Characteristics for Individual Sites								
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

Vehicle Pass-By Rates by Land Use									
Source: ITE <i>Trip Generation Manual</i> , 11th Edition									
Land Use Code	934								
Land Use	Fast-Food Restaurant with Drive-Through Window								
Setting	General Urban/Suburban								
Time Period	Weekday AM Peak Period								
# Data Sites	5								
Average Pass-By Rate	50%								
	Pass-By Characteristics for Individual Sites								
	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
GFA (000)					Primary (%)	Diverted (%)	Total (%)		
1.4	Kentucky	1993	—	62	22	16	38	1407	2
3	Kentucky	1993	—	43	14	43	57	2903	2
3.3	--	1996	—	68	—	—	32	—	21
3.6	Kentucky	1993	—	32	47	21	68	437	2
4.2	Indiana	1993	—	46	23	31	54	1049	2

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

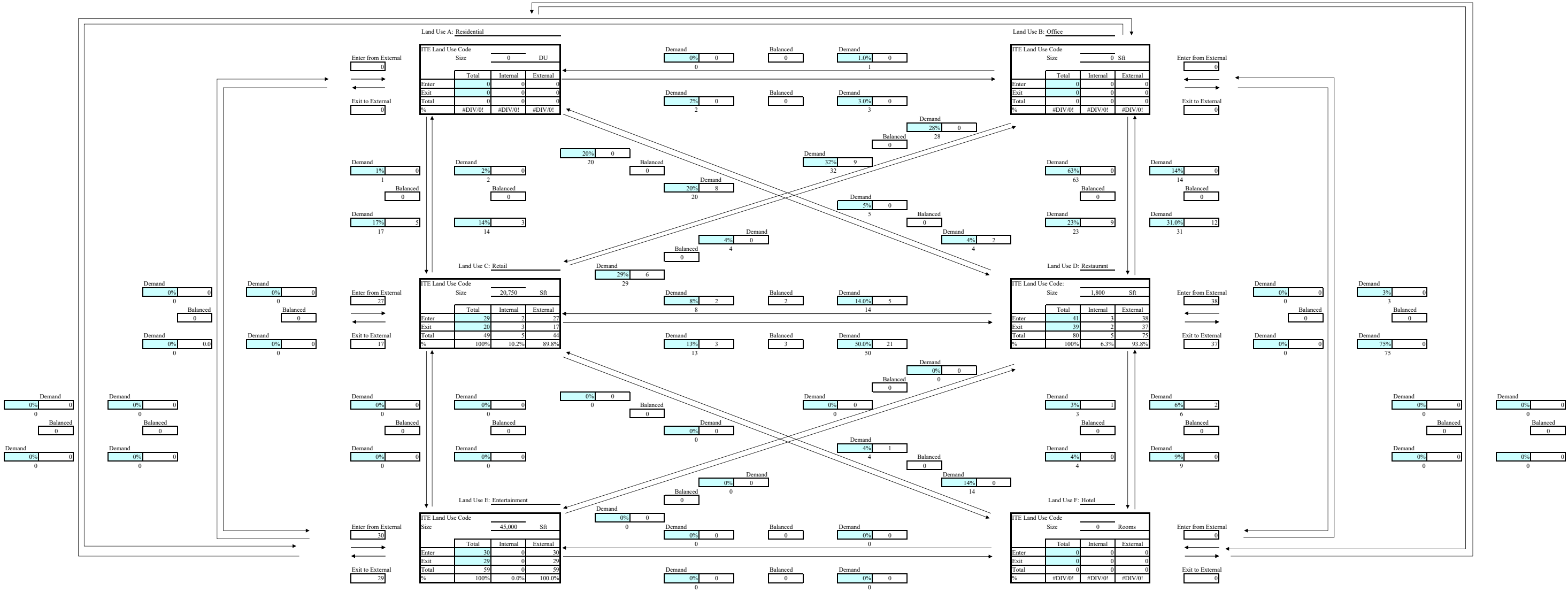
Land Use Code	934								
Land Use	Fast-Food Restaurant with Drive-Through Window								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	11								
Average Pass-By Rate	55%								
	Pass-By Characteristics for Individual Sites								
GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
1.3	Kentucky	1993	—	68	22	10	32	2055	2
1.9	Kentucky	1993	33	67	24	9	33	2447	2
2.8	Florida	1995	47	66	—	—	34	—	30
2.9	Florida	1996	271	41	41	18	59	—	30
3	Kentucky	1993	—	31	31	38	69	4250	2
3.1	Florida	1995	28	71	—	—	29	—	30
3.1	Florida	1996	29	38	—	—	62	—	30
3.2	Florida	1996	202	40	39	21	60	—	30
3.3	—	1996	—	62	—	—	38	—	21
4.2	Indiana	1993	—	56	25	19	44	1632	2
4.3	Florida	1994	304	62	—	—	38	—	30

TABLE 1: AM Internal Traffic

1560 Boone Ave - Popeye's
TRIP INTERNALIZATION - AM

Analyst _____
Date _____

Name of Devlpt 1560 Boone Ave - Popeye's
Time Period AM Peak Hour



Net External Trips for Multi-Use Development									
	Land Use A		Land Use B		Land Use C		Land Use D		Land Use E
Enter	0		0		27		38		30
Exit	0		0		17		37		29
Total	0		0		44		75		59
Single-Use Trip Gen Estimate	0		0		49		80		59

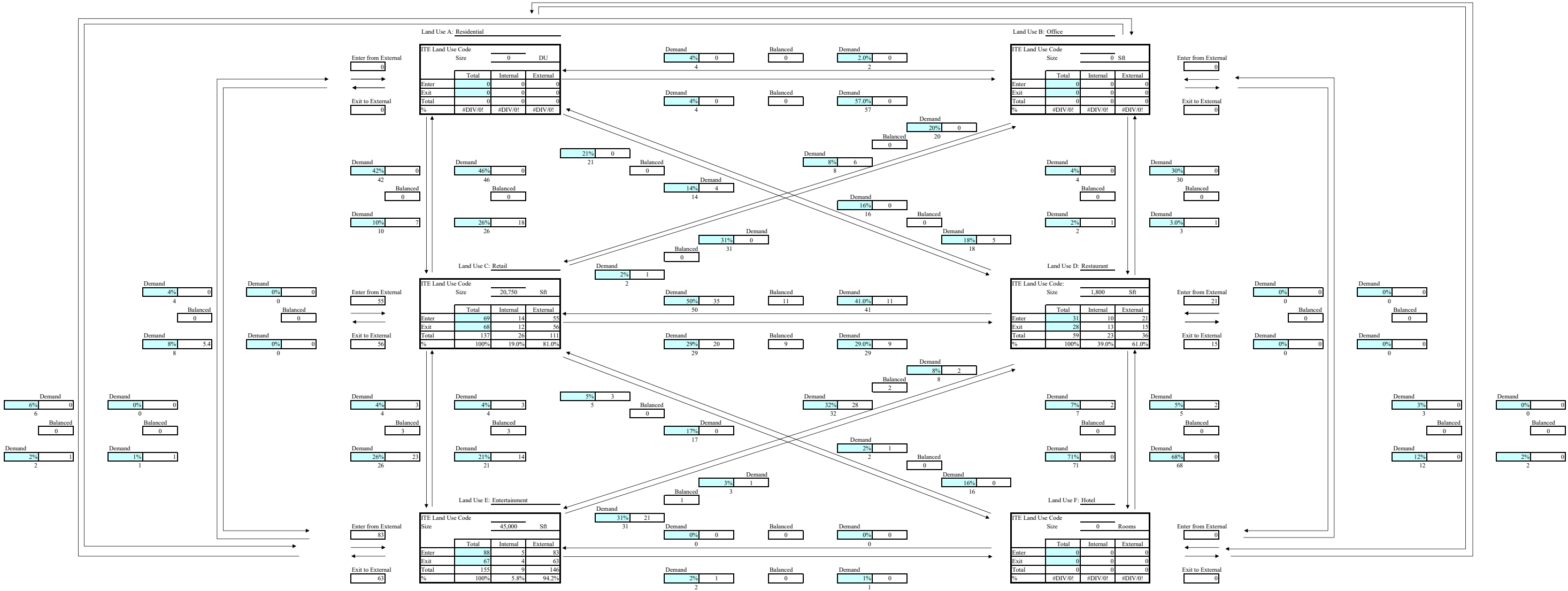
Source: Based on procedures from the ITE Trip Generation Handbook, 3rd Edition, September 2017

TABLE 1: PM Internal Traffic

1560 Boone Ave - Popeye's
TRIP INTERNALIZATION - PM

Analyst _____
Date _____

Name of Devlpt _____
Time Period 1560 Boone Ave - Popeye's
PM Peak Hour



Net External Trips for Multi-Use Development													
	Land Use A		Land Use B		Land Use C		Land Use D		Land Use E		Land Use F		Total
Enter	0		0		55		21		83		0		159
Exit	0		0		56		15		63		0		134
Total	0		0		111		36		146		0		293
Single-Use Trip Gen Estimate	0		0		137		59		155		0		351
				</									

Source: Based on procedures from the ITE Trip Generation Handbook, 3rd Edition, September 2017

Land Use: 822

Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 5

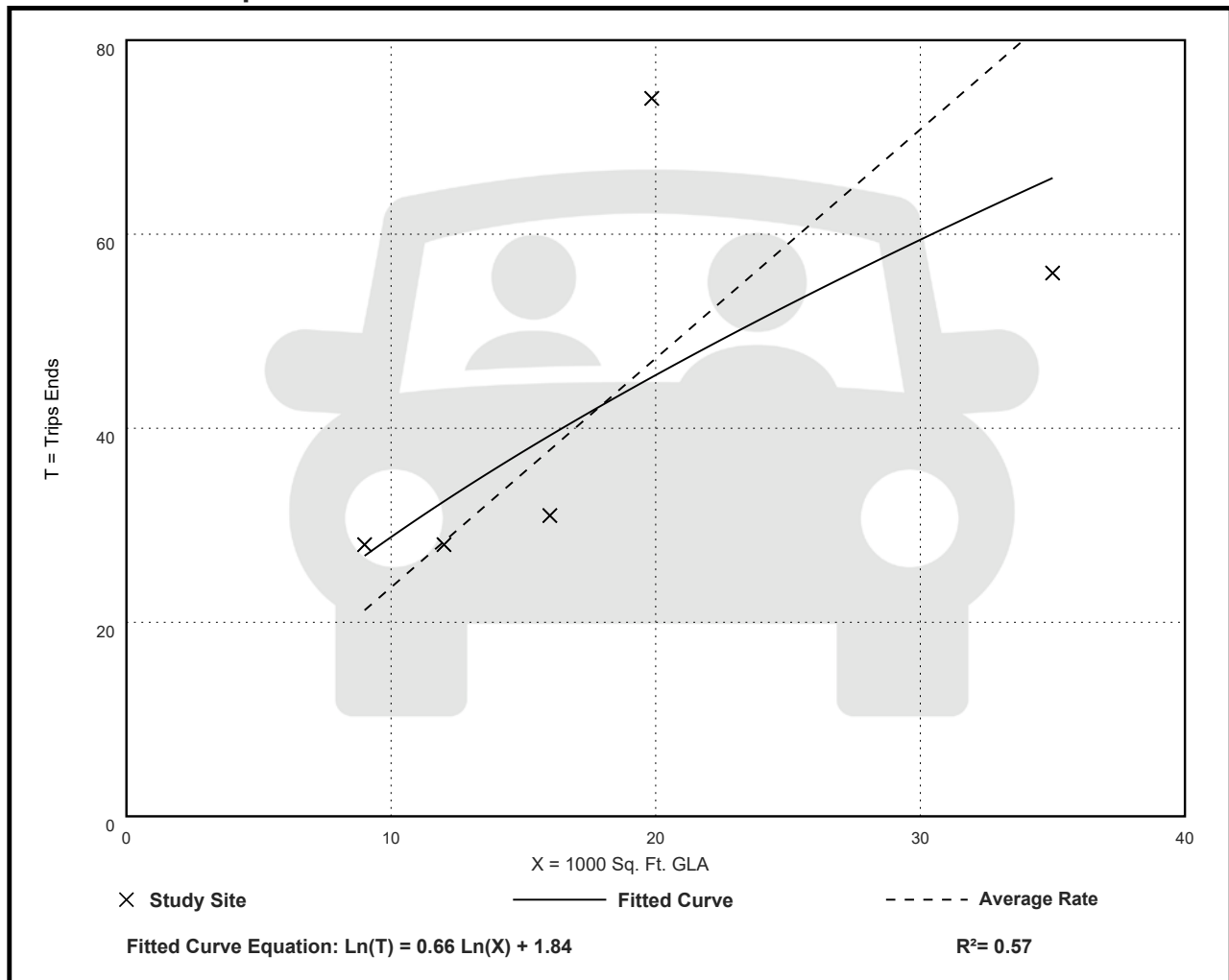
Avg. 1000 Sq. Ft. GLA: 18

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation



Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

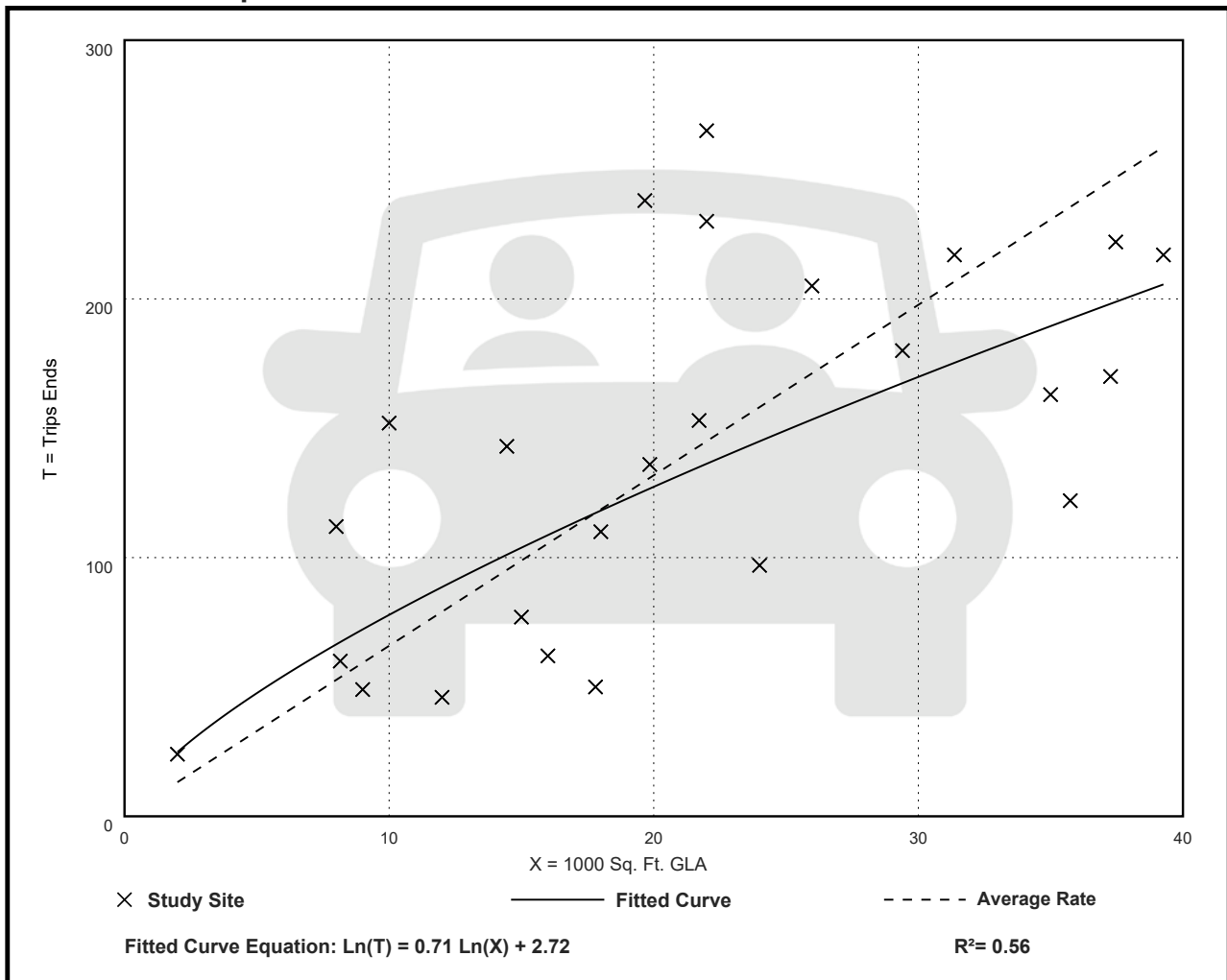
Avg. 1000 Sq. Ft. GLA: 21

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Land Use: 934

Fast-Food Restaurant with Drive-Through Window

Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977, 1050, 1053, 1054

Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 96

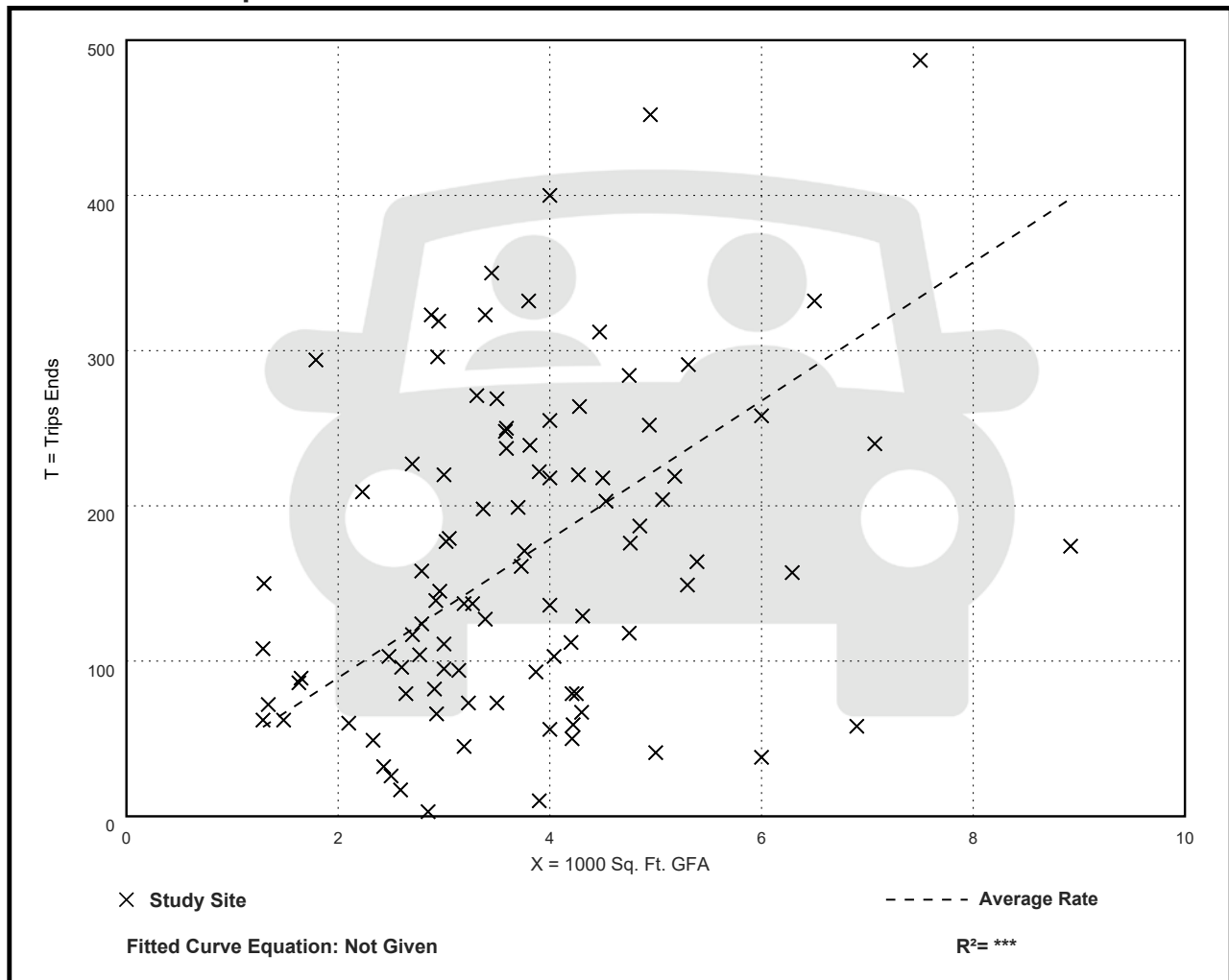
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
44.61	1.05 - 164.25	27.14

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 190

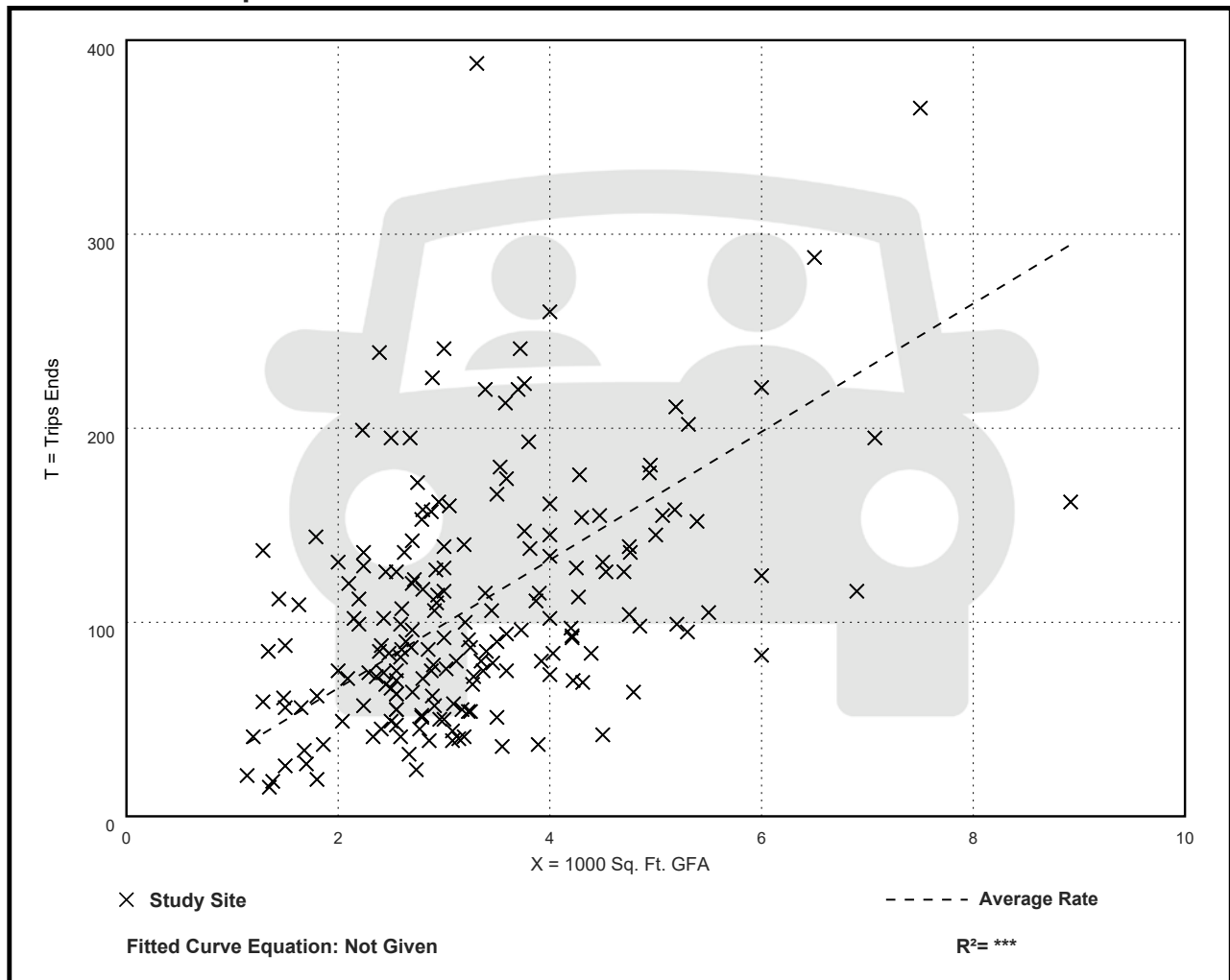
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.03	8.77 - 117.22	17.59

Data Plot and Equation



Land Use: 492

Health/Fitness Club

Description

A health/fitness club is a privately-owned facility that primarily focuses on individual fitness or training. It typically provides exercise classes, fitness equipment, a weight room, spa, lockers rooms, and a small restaurant or snack bar. This land use may also include ancillary facilities, such as a swimming pool, whirlpool, sauna, limited retail, and tennis, pickle ball, racquetball, or handball courts. These facilities are membership clubs that may allow access to the general public for a fee. Racquet/tennis club (Land Use 491), athletic club (Land Use 493), and recreational community center (Land Use 495) are related uses.

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Connecticut, New Jersey, Pennsylvania, Vermont, and Wisconsin.

Source Numbers

253, 571, 588, 598, 728, 926, 959, 971

Health/Fitness Club (492)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 6

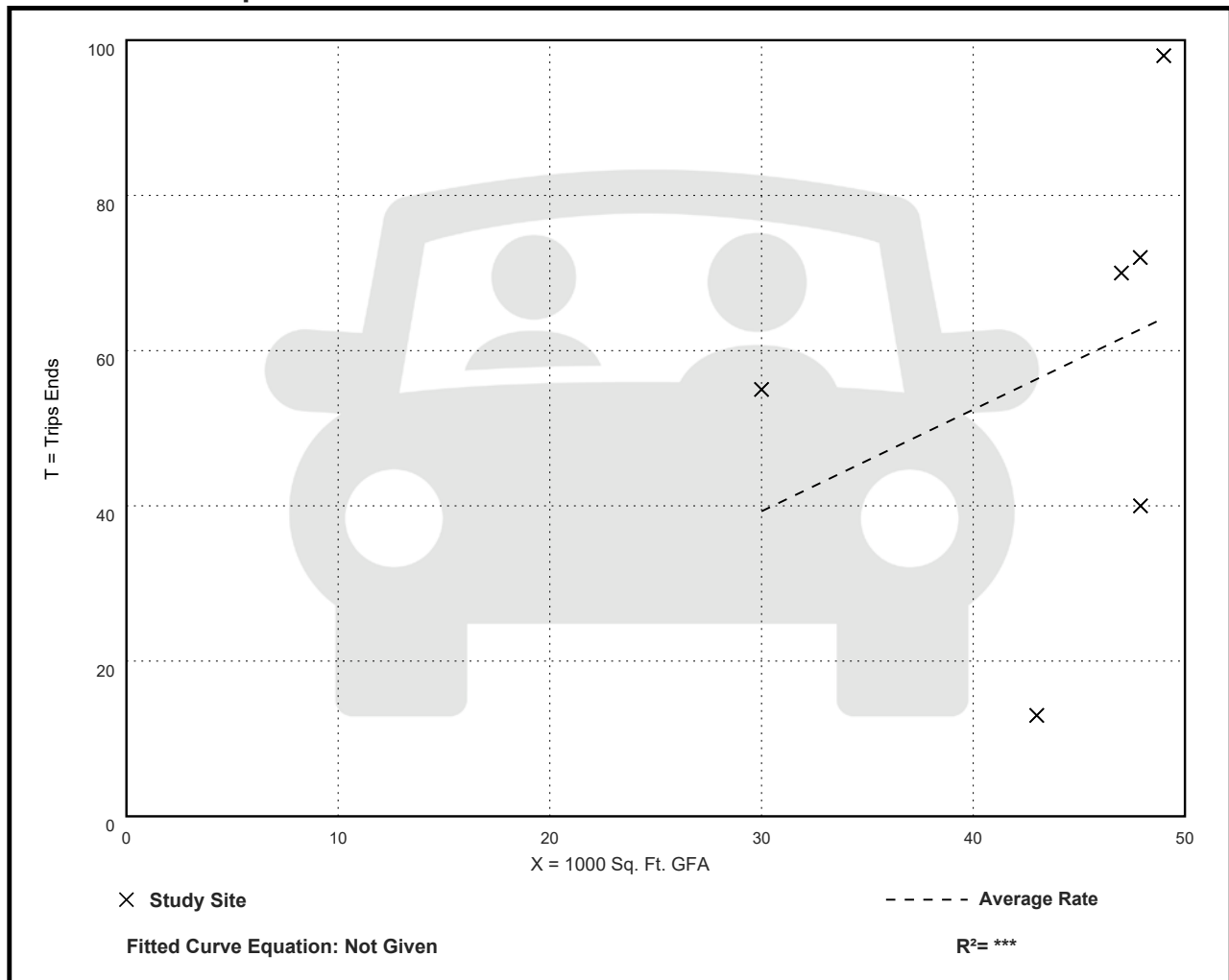
Avg. 1000 Sq. Ft. GFA: 44

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.31	0.30 - 2.00	0.64

Data Plot and Equation



Health/Fitness Club (492)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 8

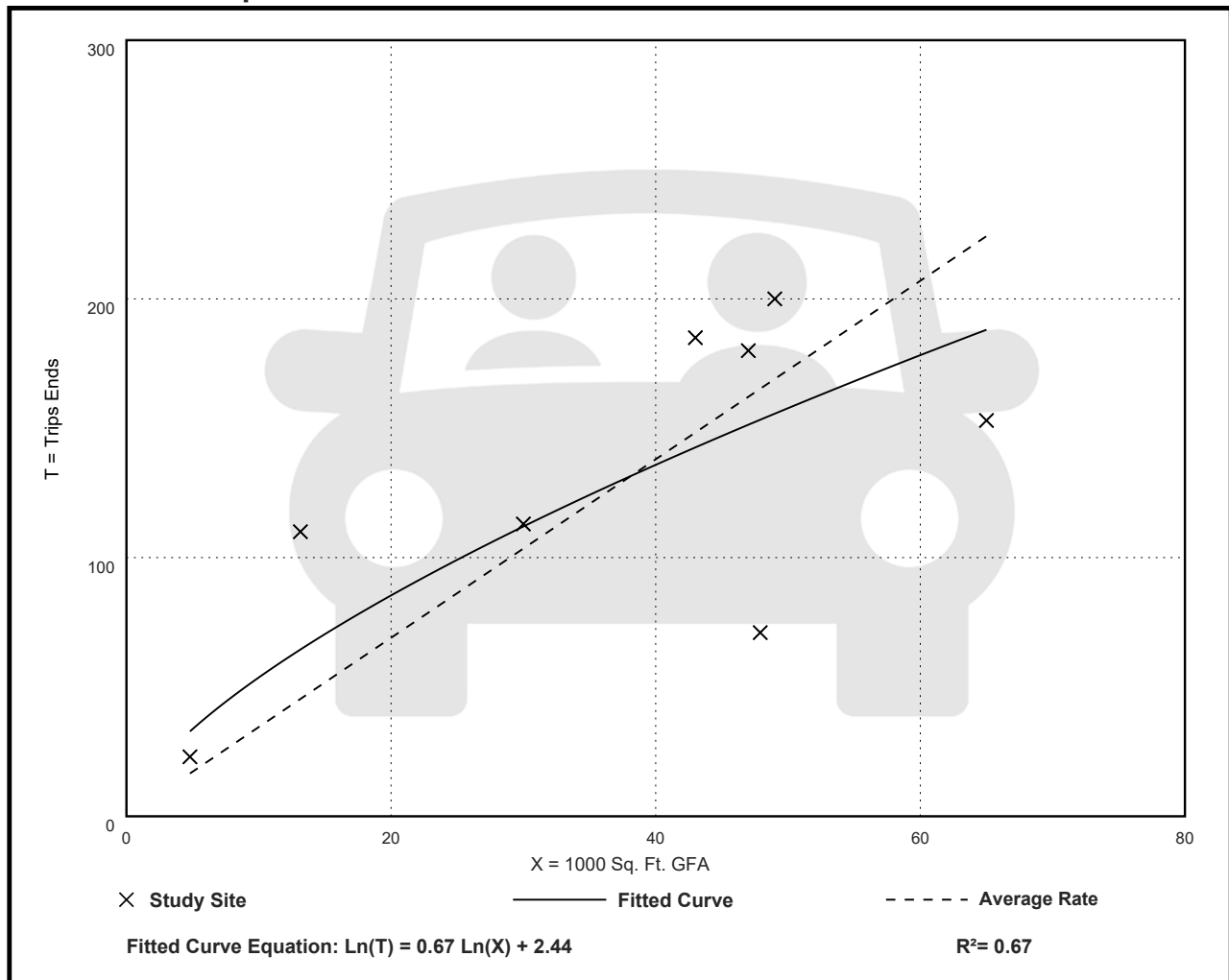
Avg. 1000 Sq. Ft. GFA: 37

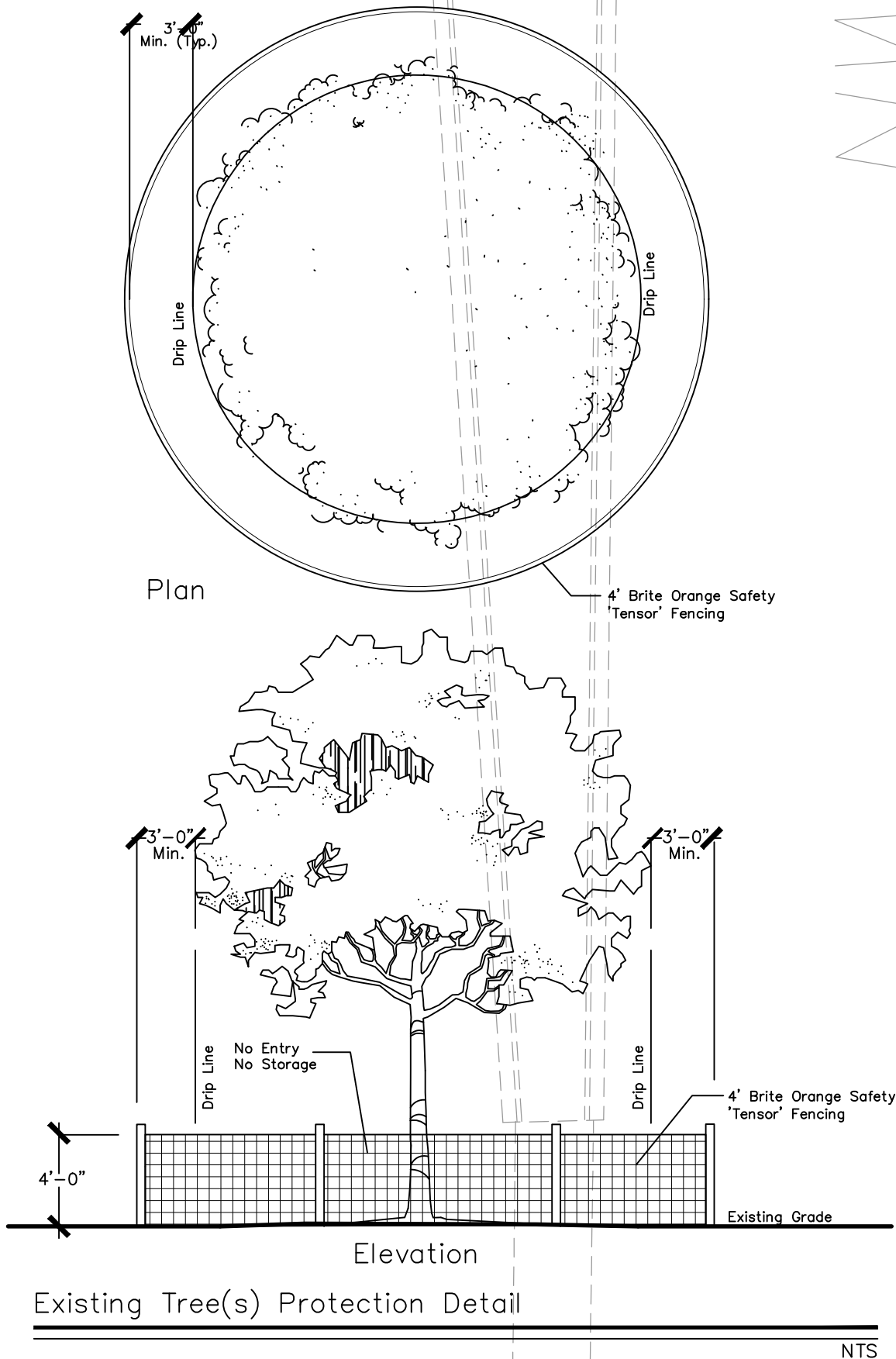
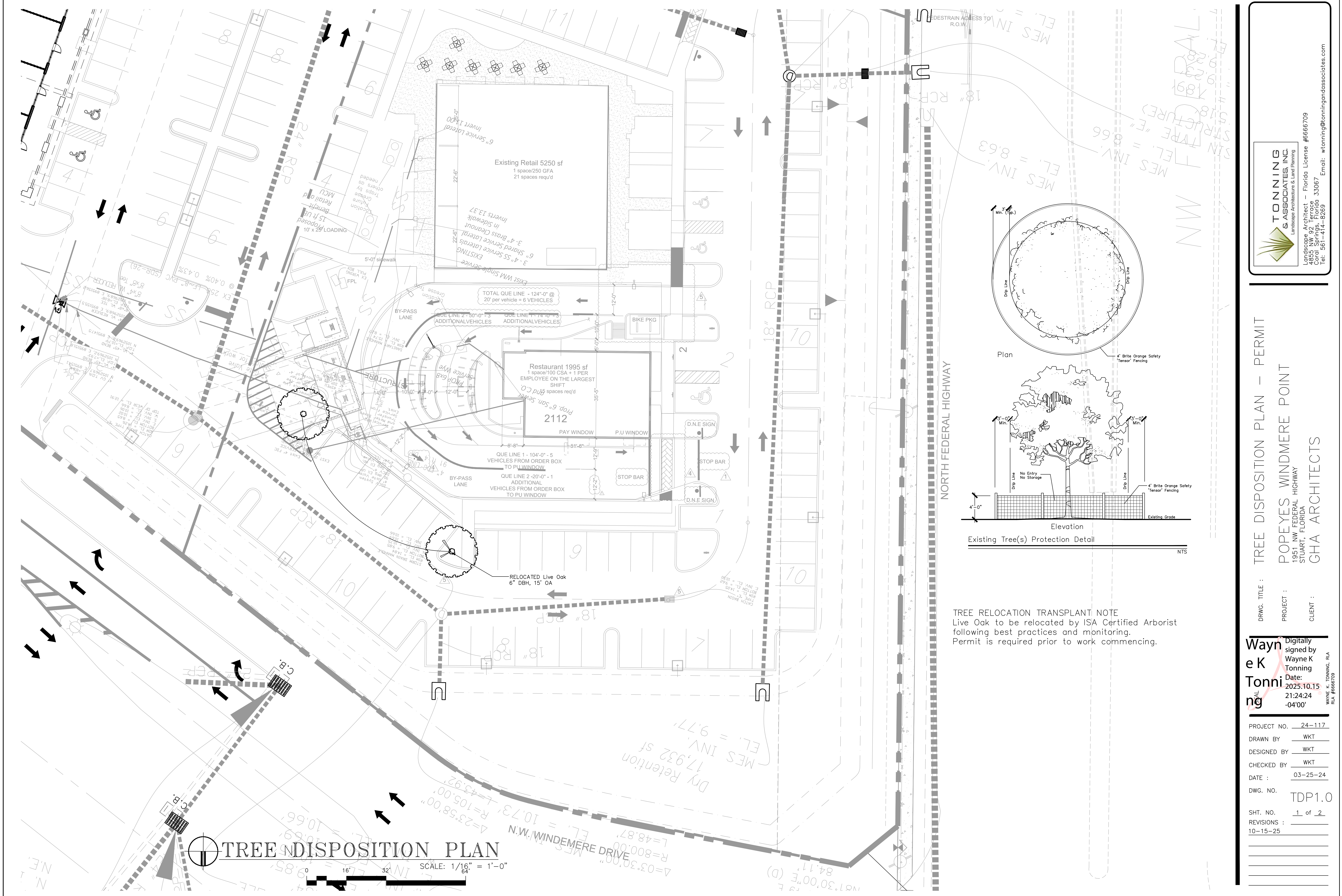
Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.45	1.48 - 8.37	1.57

Data Plot and Equation





TREE RELOCATION TRANSPLANT NOTE
Live Oak to be relocated by ISA Certified Arborist following best practices and monitoring.
Permit is required prior to work commencing.



TONNING & ASSOCIATES, INC.
Landscape Architecture & Land Planning

Landscape Architect — Florida License #6666709
4855 NW 92 Terrace
Coral Springs, Florida 33067
Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

TREE DISPOSITION PLAN — PERMIT

POPEYES WINDMERE POINT

1951 NW FEDERAL HIGHWAY
STUART, FLORIDA

CHA ARCHITECTS

DRWG. TITLE :	TREE DISPOSITION PLAN — PERMIT
PROJECT :	POPEYES WINDMERE POINT
CLIENT :	CHA ARCHITECTS
PROJECT NO. :	24-117
DRAWN BY :	WKT
DESIGNED BY :	WKT
CHECKED BY :	WKT
DATE :	03-25-24
DWG. NO. :	TDP1.0
SHT. NO. :	1 of 2
REVISIONS :	10-15-25

Wayne K. Topping
Digitally signed by Wayne K. Topping
Date: 2025.10.15 21:24:24 -04'00'

Signage Package

06-27-14



Prepared by:



PDQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Jurisdiction: City of Stuart

www.plsigns.com

954.509.3791

Pompano • Dallas • Sarasota

1911 NW 40th Court • Pompano Beach, FL 33064

Client
PDQ

Project Address
PDQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be charged. All dimensions are in feet and inches. Dimensions are given in feet & inches. Materials, printed colors do not match actual finish colors.

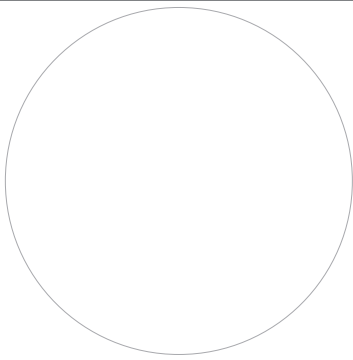
UL ALL ELECTRIC SIGNS ARE
UL LISTED AND LABELED

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Revisions

Engineer

Seal

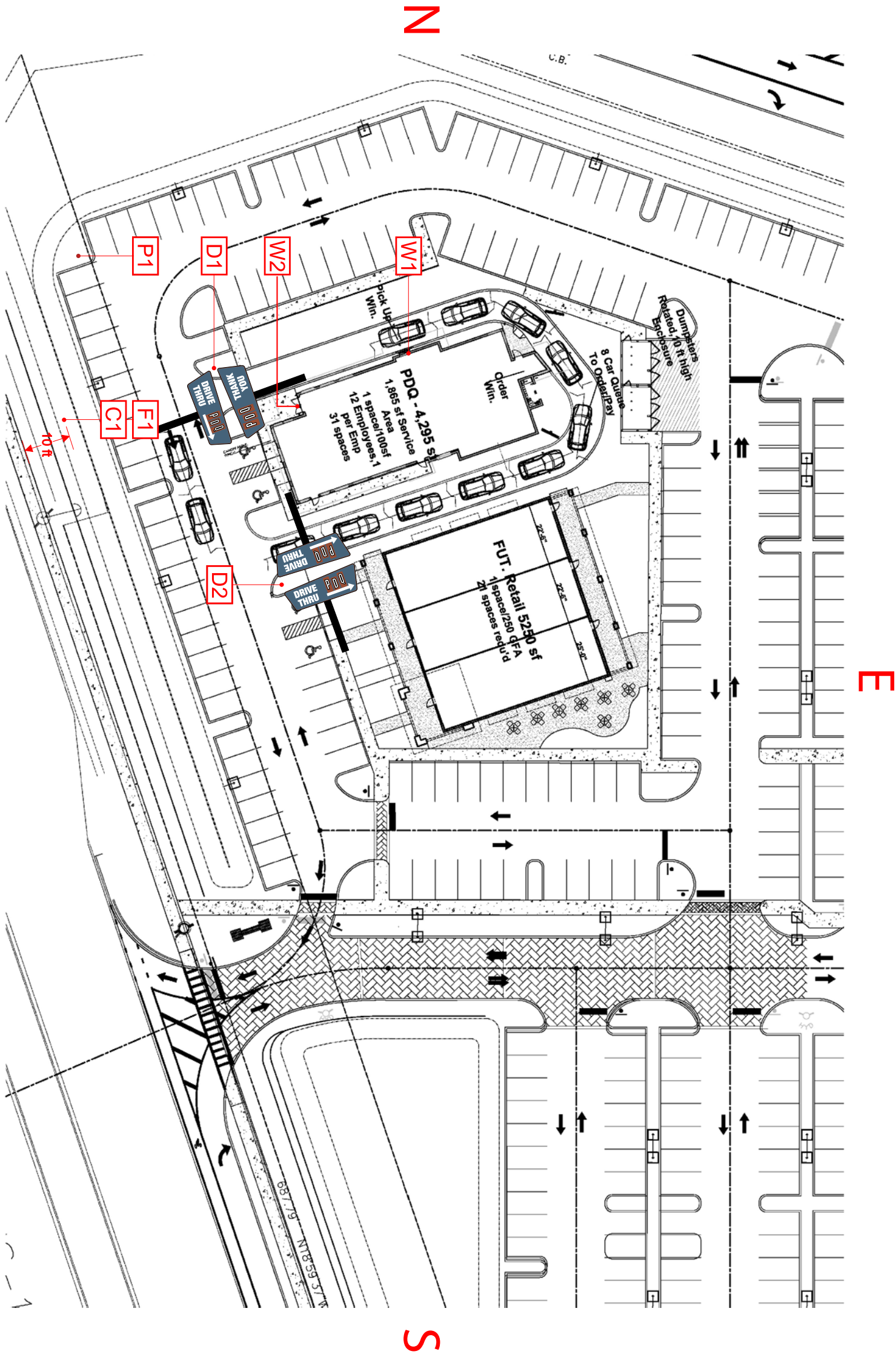


Drawing By: **G. Delgadillo**

File Name: **sign_package_pdq_fl_jensen.fs**

Date: **06-06-14**

Sheet:



SITE PLAN - SIGN LOCATIONS
NTS

- W1 - WEST WALL SIGN (42 S/F)
- W2 - SOUTH WALL SIGN (42 S/F)
- D1 - DIRECTIONAL (2.8 S/F)
- D2 - DIRECTIONAL (2.8 S/F)
- F1 - MONUMENT SIGN
- C1 - CONSTRUCTION SIGN
- P1 - FLAG POLE



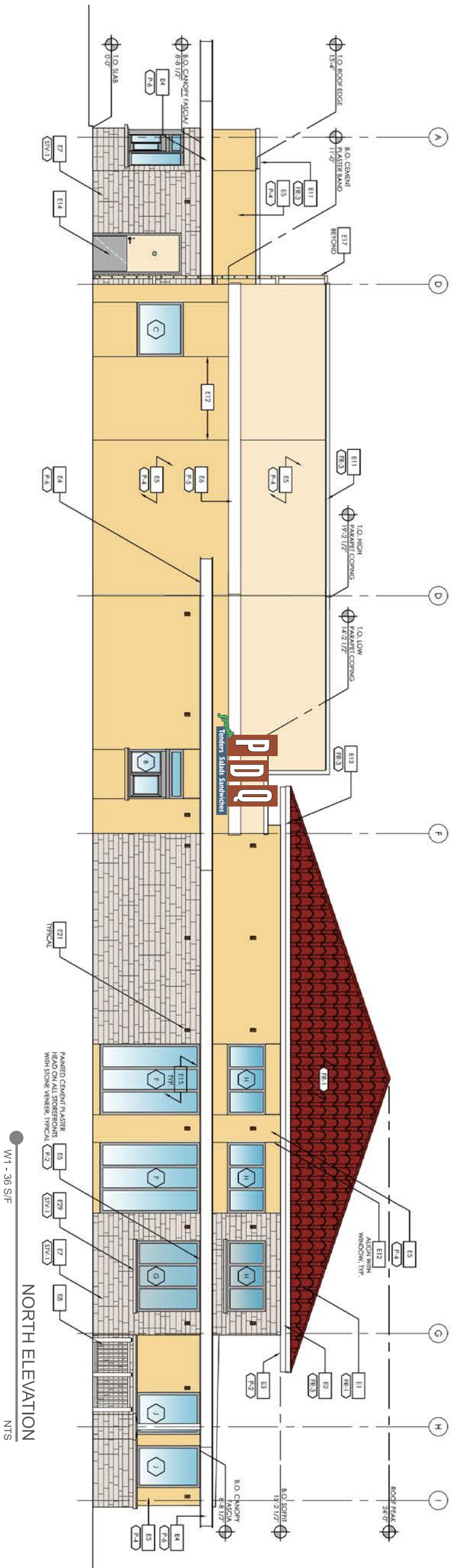
NORTH ELEVATION

INTERNALLY ILLUMINATED CHANNEL LETTERS



● terra cotta PMS 7593C

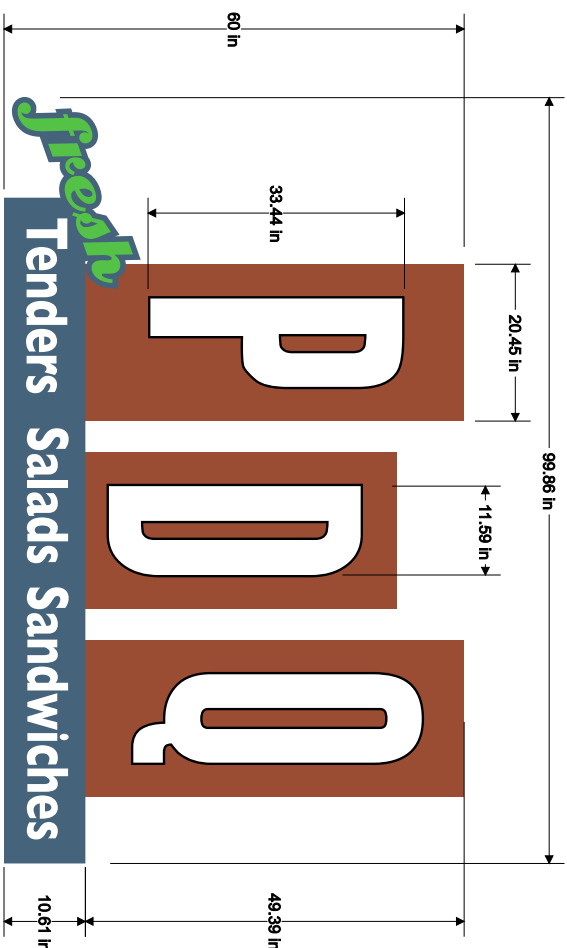
- ☒ paint black
☐ paint to match PMS 5405C
☐ White acrylic
☒ 3M 3630-136 lime green vinyl (PMS 360C)



Specifications

- 5" Deep "PDQ" aluminum channel letters
- Black returns and trimcap
- White Acrylic faces with white LED illumination
- Mounted 1" from background
- 7" Deep aluminum background boxes
- Painted terracotta pms 7593C
- 5" Deep aluminum contour cut box with stencil cut lettering
- Backed with white acrylic
- Sides painted to match face
- Mounted flush to background

Proposed:
W1 - 42 S/F
Max Allowed:
127.5 S/F



Client		
PDQ		
Project Address	PDQ - Jensen Beach 1951 NW Federal Hwy Stuart, FL 34994	
Customer Approval	Signature	
Approval Date		
NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be added to the customer. If there are 21 or more revisions, the customer will be charged for each revision. Revisions will be based on a 1/8" scale. Colors: due to the difference between print, plastic & other materials, printed colors do not match actual finish colors.		
 ALL ELECTRIC SIGNS ARE UL LISTED AND LABELED © COPYRIGHT 2014 PRIORITY 1 SIGNS		
Revisions		
Engineer		
Seal		
Drawing By:	G. Delgadillo	
File Name:	sign_package_pdq_1_jensenfs	
Date:	06-06-14	
Sheet:		



WEST ELEVATION

INTERNALLY ILLUMINATED CHANNEL LETTERS



COLORS

- terra cotta PMS 7593C
- paint black
- paint to match PMS 5405C
- White acrylic
- 3M 3630-136 lime green vinyl (PMS 360C)

Client

Project Address
PDQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge; additional revisions will be billed on a T&M basis. Colors due to the difference between paint, plastic & other materials, printed colors do not match actual finish colors.

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Revisions

Engineer

Seal

Drawing By:
G. Delgadillo

File Name: **sign_package_pdq_fl_jensen.fs**

Date: 06-06-14

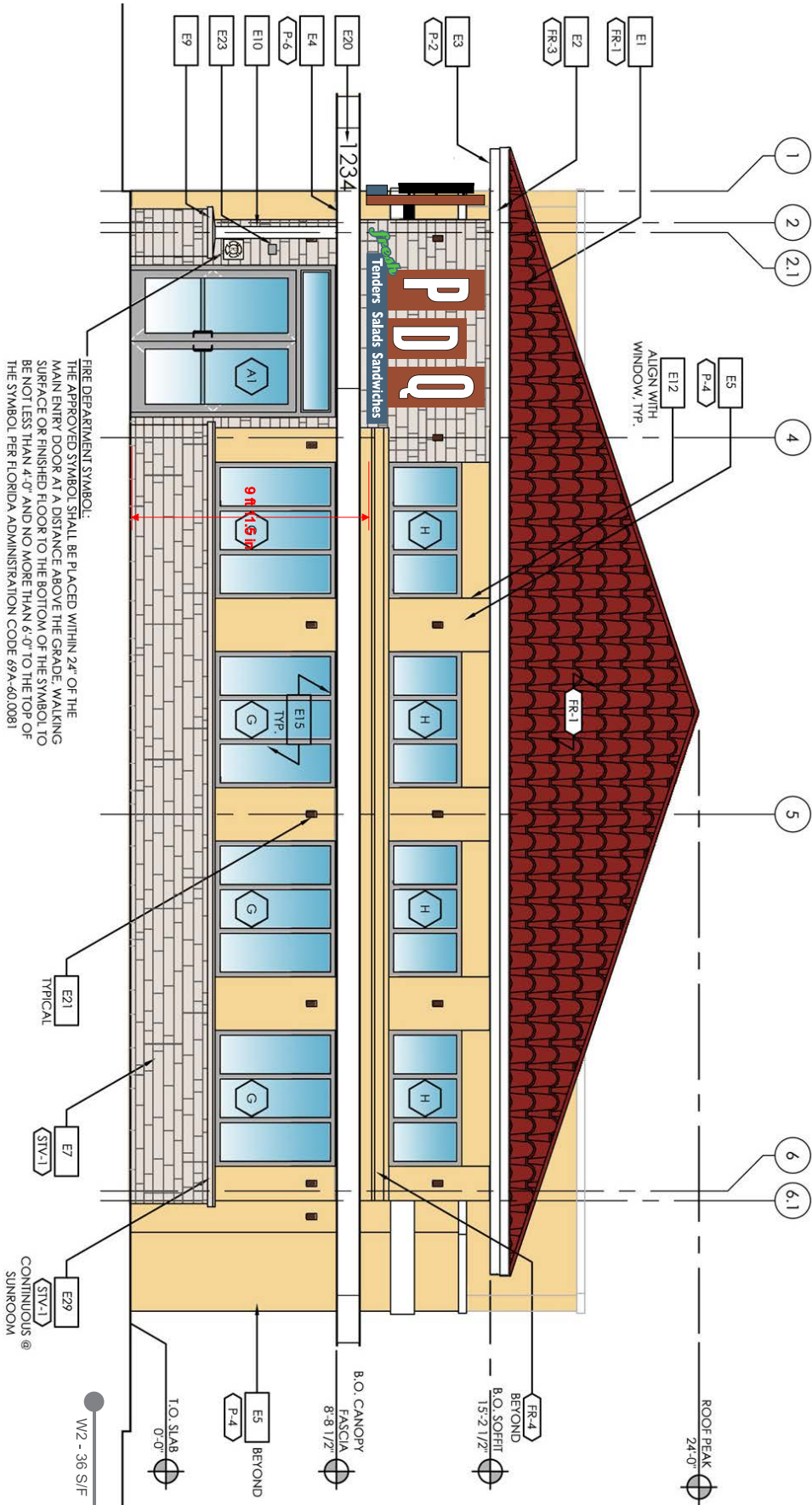
Sheet:

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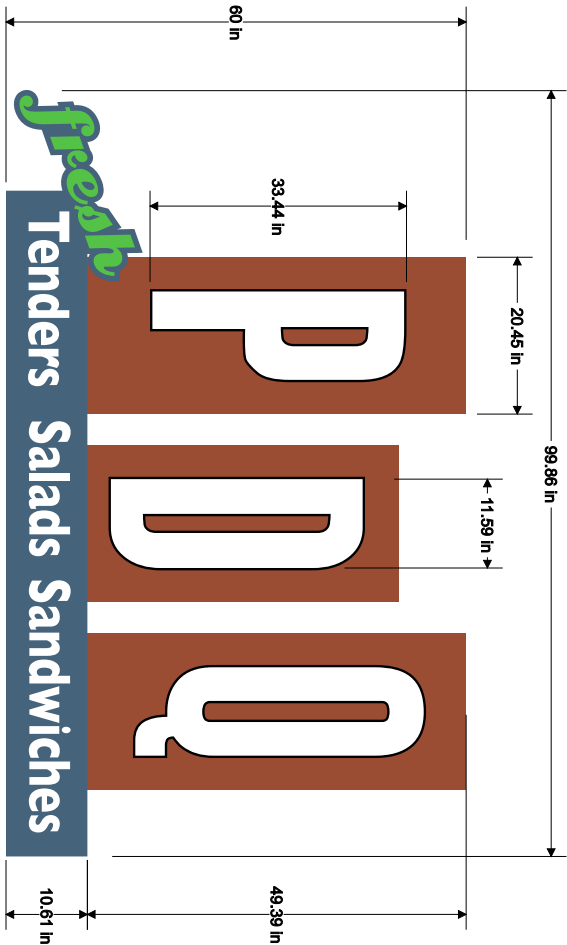
WEST ELEVATION

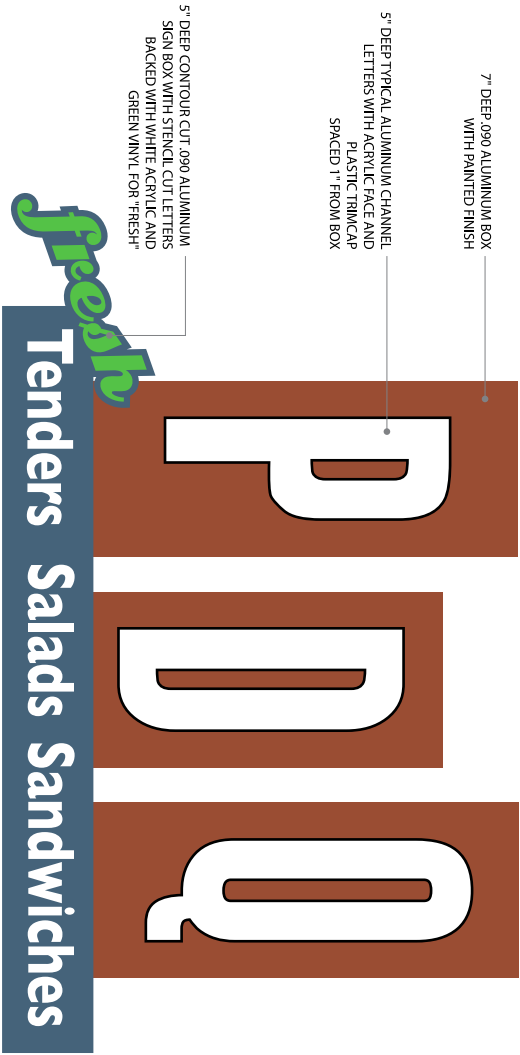
NTS

Specifications

- 5" Deep "PDQ" aluminum channel letters
 - Black returns and trimcap
 - White Acrylic faces with white LED illumination
 - Mounted 1" from background
- 7" Deep aluminum background boxes
 - Painted terracotta pms 7593C
- 5" Deep aluminum contour cut box with stencil cut lettering
 - Backed with white acrylic
 - Sides painted to match face
 - Mounted flush to background

Proposed:
W2 - 42 S/F
Max Allowed:
63 S/F

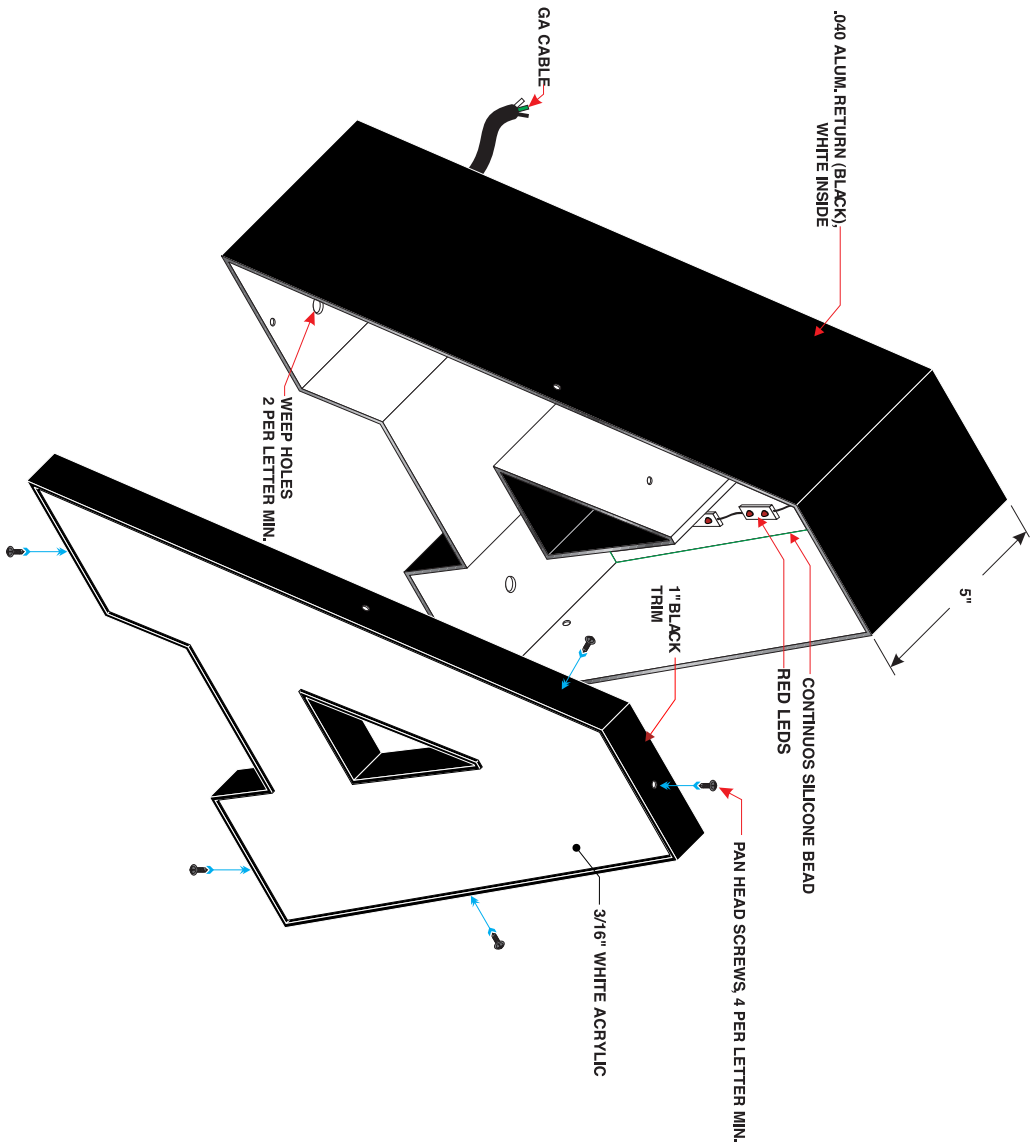




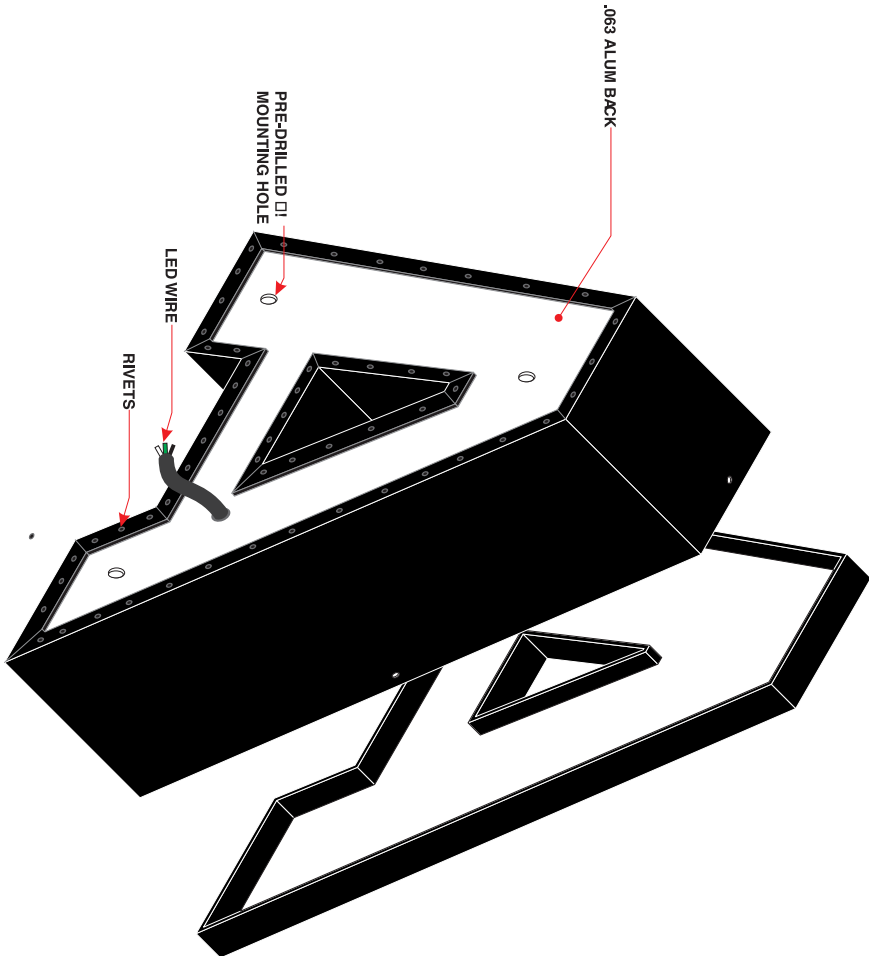
- COLORS
- terra cotta PMS 7593C
 - paint black
 - paint to match PMS 5405C
 - White acrylic
 - 3M 3630-136 lime green vinyl (PMS 360C)



TYPICAL SIGNAGE



FRONT OF TYPICAL CHANNEL LETTER
ISO-METRIC VIEW



BACK OF TYPICAL CHANNEL LETTER
ISO-METRIC VIEW

Client
PDOQ

Project Address
**PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994**

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be charged. All revisions must be submitted in writing. All revisions must be submitted with materials, printed colors do not match actual finish colors.

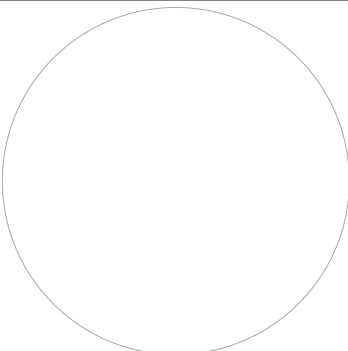
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Revisions

Engineer

Seal



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Date: **06-06-14**

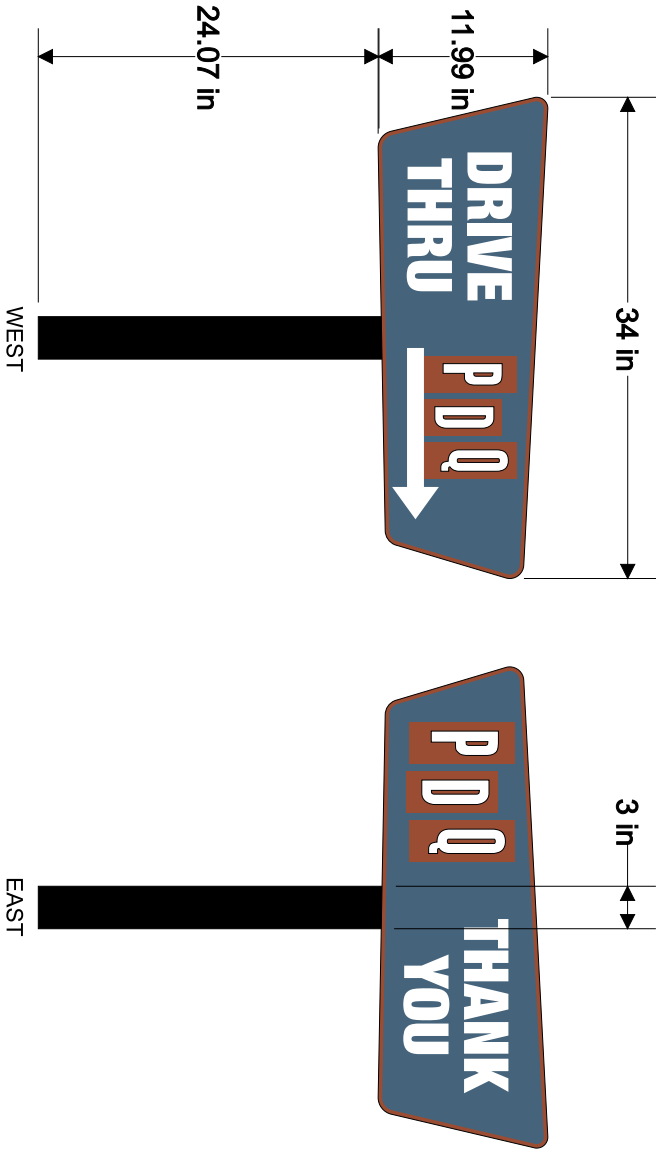
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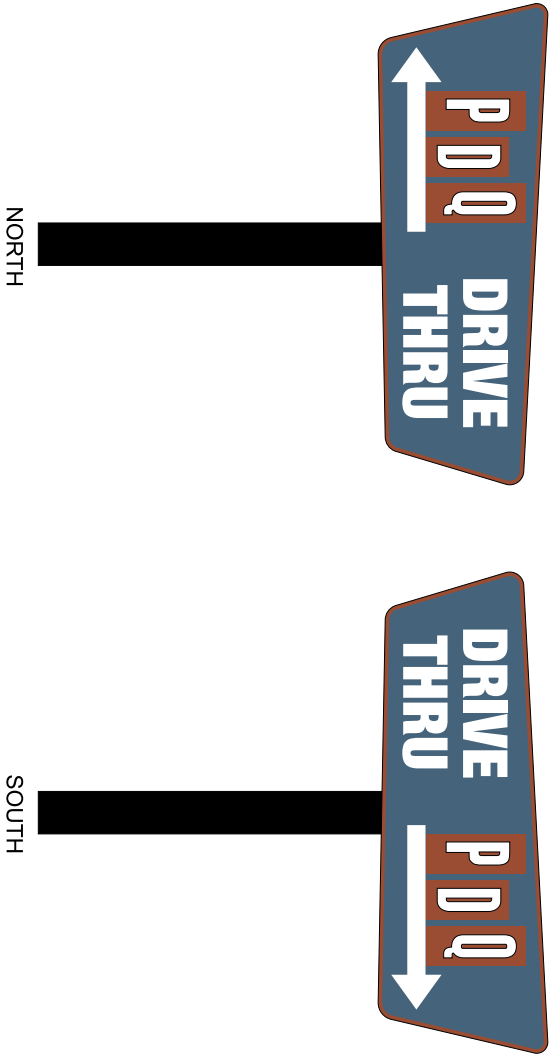
DIRECTIONAL TRAFFIC SIGNS



Client PDQ	
Project Address PDQ - Jensen Beach 1951 NW Federal Hwy Stuart, FL 34994	
Customer Approval	
Signature	
Approval Date	
NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be charged. All revisions must be submitted in writing. All revisions must be submitted with materials, printed colors do not match actual finish colors.	
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Revisions	
Engineer	
Seal	
Drawing By:	G. Delgadillo
File Name:	sign_package_pdq_FL_jensen.fs
Date:	06-06-14
Sheet:	



DIRECTIONAL 1
NTS



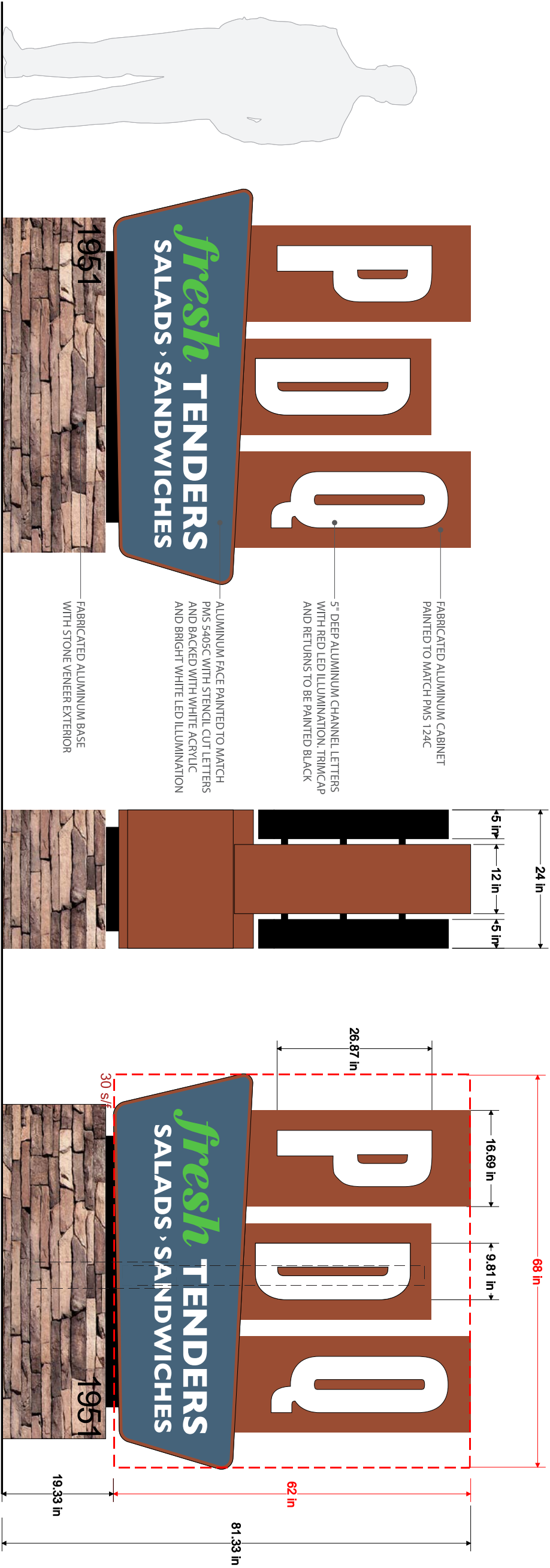
DIRECTIONAL 2
NTS

Specifications
12" x 34" : 2.83 s/f

Double-sided aluminum drive through sign
White acrylic panels with digitally printed graphics and reverse cut lettering
Trim cap and Returns painted terracotta a PMS 7593C
LED illumination

COLORS

- terra cotta PMS 7593C
- paint black
- paint to match PMS 5405C
- White acrylic
- 3M 3630-136 lime green vinyl (PMS 360C)



Specifications:

Overall size to ground: 82" x 68"

Sign area: 62" x 68": 30 s/f

New double sided free-standing sign with illuminated channel letters.

Tagline to be stencil cut letters backed with white acrylic

Base of sign to be fabricated aluminum with stone veneer exterior

Address numbers to be 1/4" flat cut aluminum painted black

*10' setback from West property line

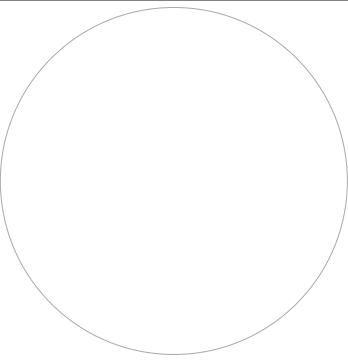
**Landscaped perimeter required by code - not provided by BR Signs

Client	PDQ
Project Address	PDQ - Jensen Beach 1951 NW Federal Hwy Stuart, FL 34994
Customer Approval	
Signature	
Approval Date	
NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be charged. Please note that the color of the sign is not guaranteed to match the materials, printed colors do not match actual finish colors.	
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File Name:	sign_package_pdq_fl_jensen.fs
Date:	06-06-14
Sheet:	



DOUBLE-SIDED MONUMENT SIGN (F1) - OPTION 2



Client			
PDOQ			
Project Address	PDOQ - Jensen Beach 1951 NW Federal Hwy Stuart, FL 34994		
Customer Approval			
Signature			
Approval Date			
NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to order size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be charged. All revisions must be submitted in writing. Please allow 10 business days for materials, printed colors do not match actual finish colors.			
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Revisions			
Engineer			
Seal			
Drawing By:	G. Delgadillo		
File Name:	sign_package_pdq_fl_jensen.fs		
Date:	06-06-14		
Sheet:			



CONSTRUCTIONS SIGN (C1) - BY OTHERS



PHASE 1



PHASE 2



PHASE 3



PHASE 4

Specifications:
Sign area: 48" x 96": 32 s/f

Pre-Opening/Construction signs
White MDO panels with digital print graphics
Mounted to 2- 4x4 wooden posts painted white
Panels to be changed in 30 day phases
***TEMPORARY SIGN PLACED AT LOCATION OF F1 SIGN**

- COLORS
- paint to match PMS 124C
 - paint black
 - paint to match PMS 5405C
 - 3M 3630-73 red vinyl (PMS 1805C)
 - 3M 3630-136 lime green vinyl (PMS 360C)



Client
PDOQ

Project Address
PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

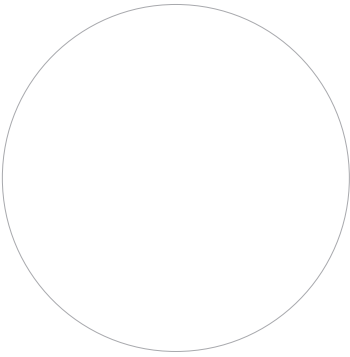
NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be charged. All revisions must be submitted in writing, please include a color materials, printed colors do not match actual finish colors.

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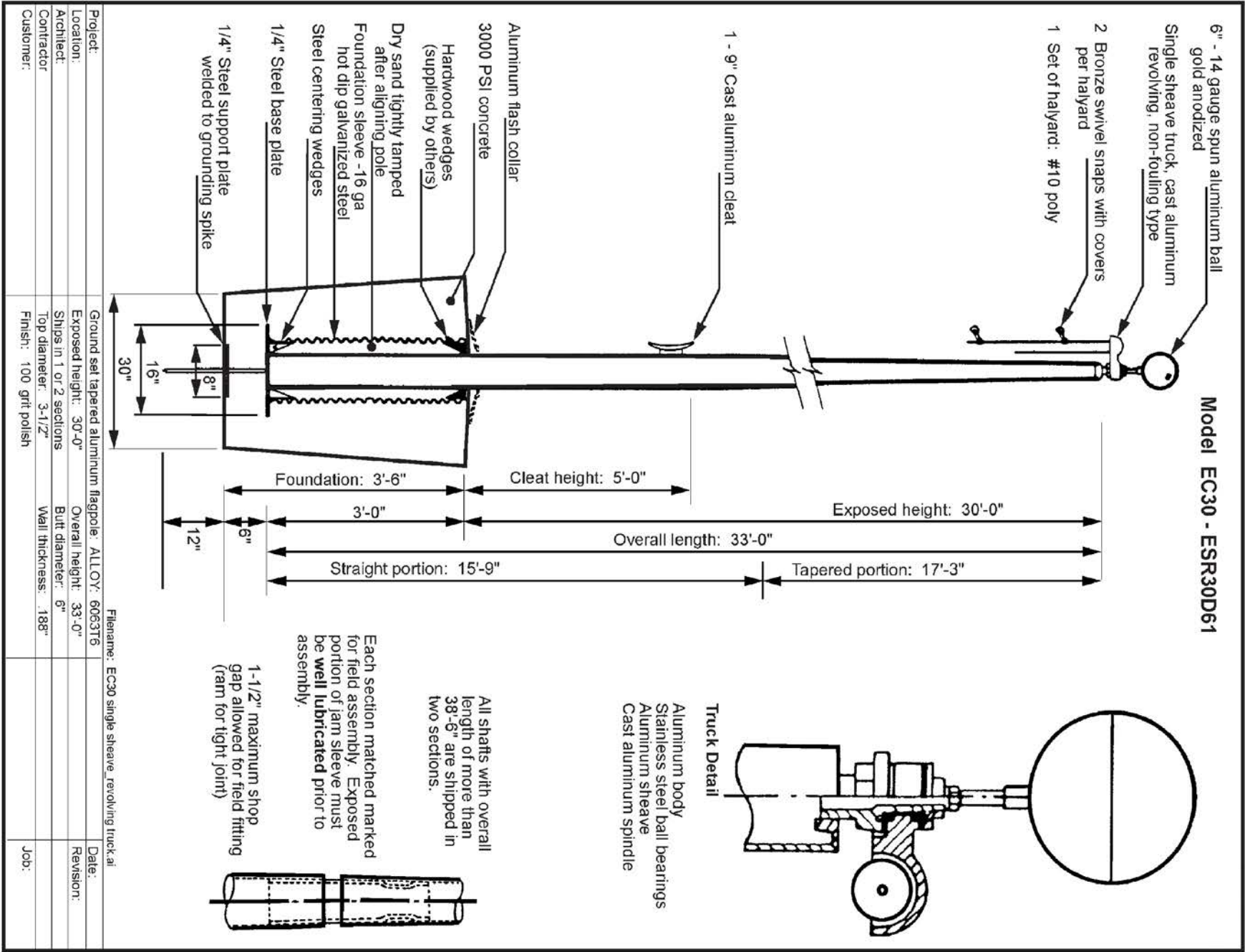
Engineer

Seal



Drawing By: **G. Delgadillo**
File Name: **sign_package_pdq_fl_jensen.fs**
Date: **06-06-14**

Sheet:



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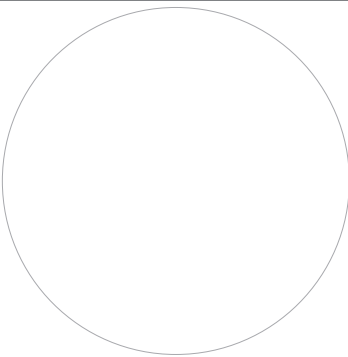
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Engineer

Seal



Drawing By: **G. Delgadillo**

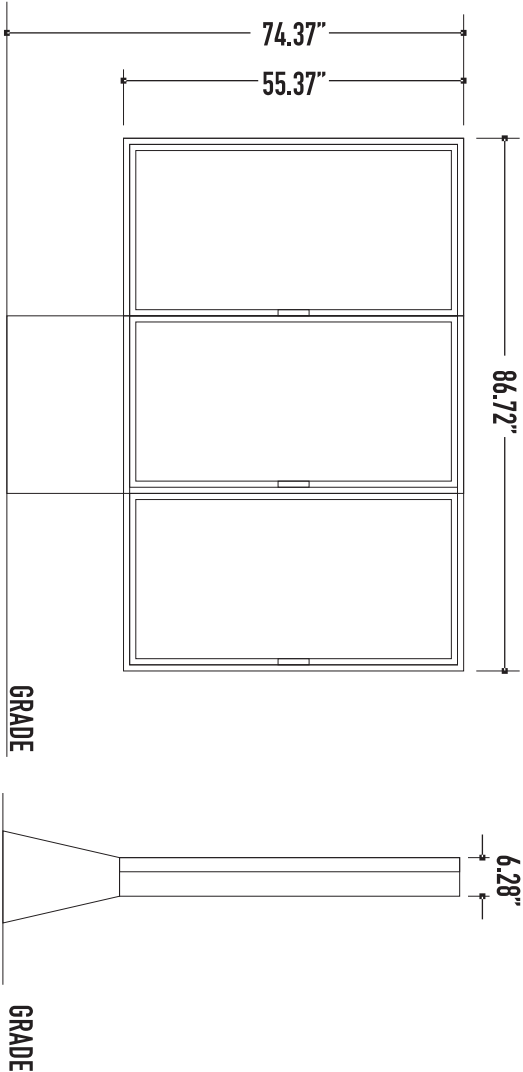
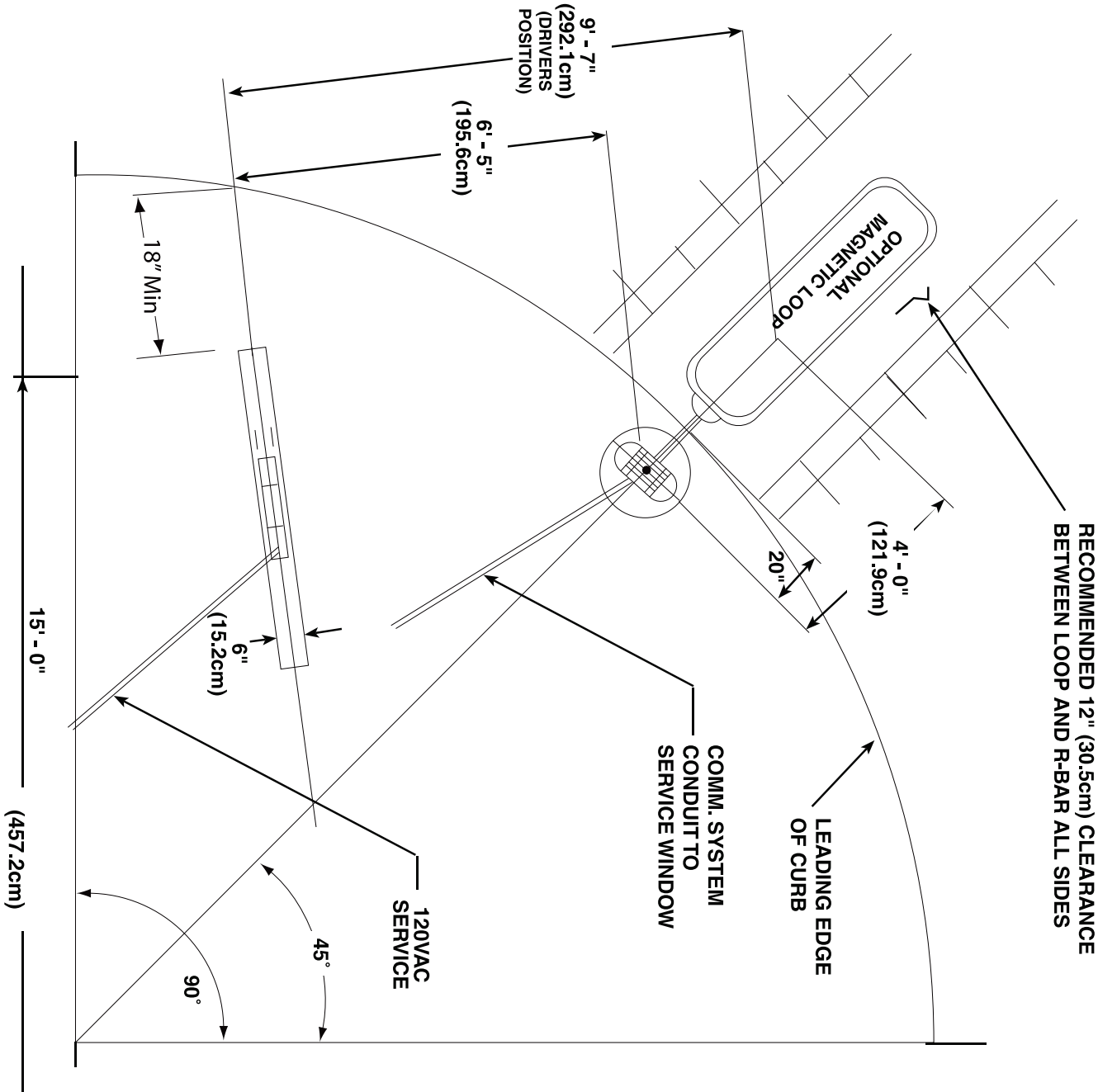
File Name: **sign_package_pdq_fl_jensen.fs**

Date: **06-06-14**

Sheet:

If the menu board is to be set back from the remote speaker / microphone post, see **Diagram B** for recommended positions. Construct mounting post foundation referencing **Diagram E/F**, and in accordance with local codes. Note: The conduit for the high voltage (120VAC) wiring must run into the back hole of the pedestal base (as viewed from the front of the menu board). Secure the template as shown in **Diagram E/F**, Template. **Note: Four (4) hex nuts are embedded in the foundation below the template, and four (4) more are above it.** Be sure that the 3/4" diameter anchor bolts extend 2-3/4" above top of footing. For speaker post foundation construction and installation, refer to the outdoor remote speaker system installation instructions, provided with the outdoor remote speaker system.

DIAGRAM B Menu Board w/Remote Speaker Post



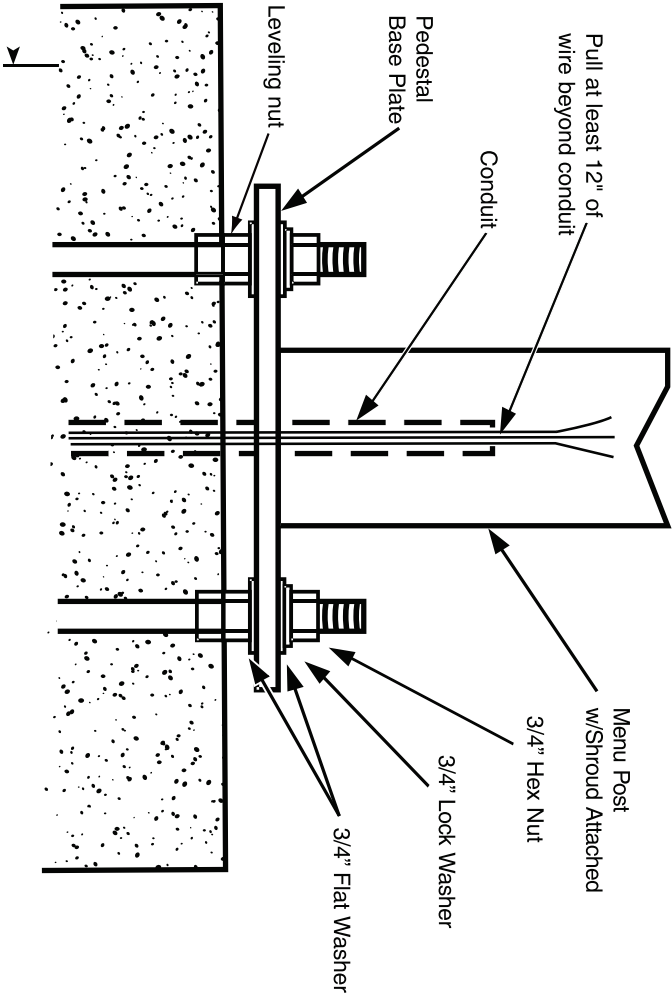
3 DOOR MENU BOARD

SCALE: 3/8" = 1'-0"

SIDE VIEW

SCALE: 3/8" = 1'-0"

FOUNDATION DETAILS



Priority 1
Pompano **SIGNS**

Client
PDOQ

Project Address
PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be billed to the customer. All dimensions are in inches unless otherwise specified. All materials, printed colors do not match actual finish colors.

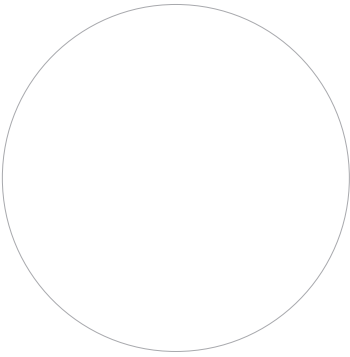
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Drawing By: **G. Delgadillo**

File Name: **sign_package_pdq_FL_jensen.fs**

Date: **06-06-14**

Sheet:

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

Meeting Date: 1/12/2026

Prepared by: Lee Baggett

Title of Item:

REQUEST FOR ATTORNEY-CLIENT "SHADE" MEETING - POLK STREET HOTEL, INC. VS. CITY OF STUART

Summary Explanation/Background Information on Agenda Request:

Pursuant to Florida Statutes § 286.011(8)(a), the City Commission may meet in private with the entity's attorney to discuss pending litigation to which the City is presently a party before a court provided that the City Attorney advises the Commission at a public meeting that he desires advice concerning litigation. The City Attorney intends to request an Attorney-Client "Shade" Meeting with the City Commission and outside legal counsel, Carri S. Leininger, Esq., regarding the current status and future legal strategies in the case, *Polk Street Hotel, Inc. vs. City of Stuart*, Martin County Circuit Court, Appellate Division, Case No. 2025AP000002AXMX.

It is recommended that the Attorney-Client "Shade" Meeting be scheduled for 3:30 PM on Monday, January 26, 2026.

Funding Source:

N/A

Recommended Action:

Discuss and schedule the Attorney-Client "Shade" Meeting.

ATTACHMENTS:

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 1/12/2026

Prepared by: Lee Baggett

Title of Item:

CITY OF STUART MAGISTRATE DISCUSSION

Summary Explanation/Background Information on Agenda Request:

Pursuant to Section 26-21(c) (Magistrate; appointment and powers) of the City of Stuart Code of Ordinances, it specifically states, "[a] magistrate shall be appointed and serve at the will of the city commission, but shall be initially appointed for a term of not less than two years, and shall serve thereafter at the will of the commission, and shall continue to serve until a successor is appointed, or until said magistrate may earlier resign, or forfeit the appointment, as provided above. A magistrate may be removed from office upon an affirmative vote of a majority of the city commission members for any reason, except to seek to influence the outcome of any matter which shall come before the magistrate."

At the City Commission Meeting on December 8, 2025, the Mayor requested a discussion regarding the City Magistrate position and whether the City of Stuart desires to maintain the current Magistrate or potentially select from the two alternate Magistrates.

On January 19, 2019, the City Commission passed Resolution 01-2019, which appointed Paul J. Nicoletti, Esq. as the City of Stuart's Code Enforcement Magistrate and Thomas J. Baird, as the alternate Code Enforcement Magistrate. The hourly rate approved was \$200 per hour. The resolution provided an initial term of two (2) years.

On April 10, 2023, the City Commission passed Resolution 29-2023, appointing Wendy H. Werb, Esq. as an additional alternate City of Stuart Code Enforcement Magistrate during Paul J. Nicoletti's appointment as Interim City Attorney. This initial term for this office was a minimum of two (2) years.

On December 9, 2024, the City Commission passed Resolution 124-2024, which appointed Gemma Torcivia, Esq. and Brett T. Lashley, Esq. as additional alternate City of Stuart Code Enforcement Magistrates because the previously appointed, alternate magistrates were no longer available. In the resolution, the city commission authorized the hourly rate at \$200.00.

On December 19, 2025, Mr. Lashley communicated that in order for him to continue to be available as an alternate or the primary magistrate, the hourly rate would need to be increased to \$375.00. On December 26, 2025, Ms. Torcivia communicated that she is willing to continue to be an alternate magistrate or the primary magistrate for the City at an hourly rate of \$200.00.

On December 26, 2025, the primary magistrate, Paul Nicoletti, notified the Commission via written correspondence that he would be stepping down as the primary magistrate and be available as an alternate. In addition, he raised his hourly rate to \$400.00.

Funding Source:

N/A

Recommended Action:

Discuss the Magistrate position and provide any direction to City staff.

ATTACHMENTS:

1. 001-2019
2. 029-2023
3. 124-2024
4. Sec. 26 21. ___Magistrate__appointment_and_powers.
5. Ltr to Mayor & City Commission re \$400 per hour



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

RESOLUTION NUMBER 01-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING PAUL J. NICOLETTI AS A MAGISTRATE FOR THE CITY AND THOMAS J. BAIRD AS CODE ENFORCEMENT MAGISTRATE ALTERNATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by on November 28, 2005, the City Commission did adopt Ordinance No. 2051-05 providing for the appointment of one or more magistrates to hear and decide code compliance cases; and

WHEREAS, in order to provide for the orderly transition of cases from the code enforcement board to the magistrate system, the city commission finds it is important to conduct a code compliance hearing at the date and time regularly scheduled for the code board, and at that time to substitute a duly qualified magistrate; and

WHEREAS, the City Commission has determined that the below named individuals are duly qualified, and have agreed to serve as code compliance magistrate and alternate code compliance magistrate for the city.

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

SECTION 1. Paul J. Nicoletti is hereby appointed as Code Enforcement Magistrate for the City of Stuart, effective upon taking the oath of office. Thomas J. Baird, who is already sworn, is hereby appointed as alternate Code Enforcement Magistrate for the City of Stuart. The magistrate shall be paid the sum of \$200.00 per hour for all work performed as magistrate, which funds shall be taken from "Police Division (1190), Acct. #531, Professional Services, Code

Resolution No. 01-2019

Enforcement Magistrate.” The initial term of this office shall be for a minimum of two (2) years as provided by ordinance.

SECTION 2. This Resolution shall take effect immediately upon adoption.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

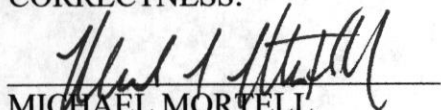
ADOPTED this 14th day of January, 2019.

ATTEST:


MARY KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:


MICHAEL MORRELL,
CITY ATTORNEY





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

RESOLUTION NUMBER 29-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA APPOINTING
WENDY H. WERB AS A CODE ENFORCEMENT
MAGISTRATE; AND CONFIRMING THE TERMS OF
APPOINTMENT; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, on November 28, 2005, the City Commission adopted Ordinance No. 2051-05 providing for the appointment of one or more magistrates to hear and decide code compliance cases; and

WHEREAS, The City's Code Enforcement system includes hearings to be held before magistrates duly appointed by the City Commission; and

WHEREAS, by Resolution 01-2019, Paul J. Nicoletti was appointed as a Magistrate for the City of Stuart; and serves along with Thomas J. Baird of Jupiter, Florida; and

WHEREAS, with the appointment of Paul J. Nicoletti as Interim City Attorney, in which he has necessarily suspended all activity as magistrate, there is a vacancy for another magistrate to hear cases on a routine monthly basis; and

WHEREAS, Wendy H. Werb currently serves as a magistrate for Martin County, and is willing to conduct hearings, prepare orders, during any period when there is a conflict of interest or other non-availability of Paul J. Nicoletti, as magistrate.

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

SECTION 1: The City Commission agrees and appoints Wendy H. Werb as a Magistrate to hear code enforcement cases as presented by the code enforcement officers and to act as otherwise as permitted by law.

SECTION 2: The magistrate shall be paid the sum of \$200.00 per hour for all work performed as magistrate, which funds shall be taken from "Development (Neighborhood Services), Acct. # 531, Professional Services". The initial term of this office shall be for a minimum of two (2) years as provided by ordinance.

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

Resolution No. 29-2023
Appointing Wendy H. Werb as a Magistrate for the City

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 10th day of April, 2023.

ATTEST:


Mary R. Kindel (Apr 12, 2023 14:01 EDT)

MARY R. KINDEL
CITY CLERK

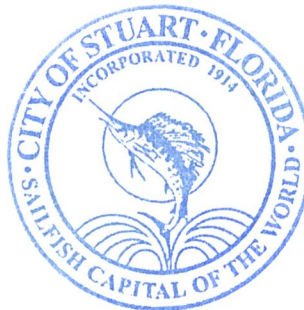

Troy McDonald (Apr 12, 2023 13:49 EDT)

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


Paul J. Nicoletti (Apr 12, 2023 11:23 EDT)

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY



Resolution No. 29-2023 Appointing Wendy H Werb

Final Audit Report

2023-04-12

Created:	2023-04-12
By:	Susej Meleqi (smeleqi@ci.stuart.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbPt9BJIPfQn3ITSOV1snA203Roy8wA78

"Resolution No. 29-2023 Appointing Wendy H Werb" History

-  Document created by Susej Meleqi (smeleqi@ci.stuart.fl.us)
2023-04-12 - 2:25:52 PM GMT- IP address: 198.136.39.98
-  Document emailed to pnicoletti@ci.stuart.fl.us for signature
2023-04-12 - 2:27:30 PM GMT
-  Email viewed by pnicoletti@ci.stuart.fl.us
2023-04-12 - 3:22:40 PM GMT- IP address: 72.2.239.73
-  Signer pnicoletti@ci.stuart.fl.us entered name at signing as Paul J Nicoletti
2023-04-12 - 3:23:47 PM GMT- IP address: 72.2.239.73
-  Document e-signed by Paul J Nicoletti (pnicoletti@ci.stuart.fl.us)
Signature Date: 2023-04-12 - 3:23:49 PM GMT - Time Source: server- IP address: 72.2.239.73
-  Document emailed to tmcdonald@ci.stuart.fl.us for signature
2023-04-12 - 3:23:50 PM GMT
-  Email viewed by tmcdonald@ci.stuart.fl.us
2023-04-12 - 5:48:55 PM GMT- IP address: 73.138.13.165
-  Signer tmcdonald@ci.stuart.fl.us entered name at signing as Troy McDonald
2023-04-12 - 5:49:12 PM GMT- IP address: 73.138.13.165
-  Document e-signed by Troy McDonald (tmcdonald@ci.stuart.fl.us)
Signature Date: 2023-04-12 - 5:49:14 PM GMT - Time Source: server- IP address: 73.138.13.165
-  Document emailed to Mary Kindel (mkindel@ci.stuart.fl.us) for signature
2023-04-12 - 5:49:15 PM GMT



Adobe Acrobat Sign

 Email viewed by Mary Kindel (mkindel@ci.stuart.fl.us)

2023-04-12 - 6:00:44 PM GMT- IP address: 198.136.39.98

 Document e-signed by Mary Kindel (mkindel@ci.stuart.fl.us)

Signature Date: 2023-04-12 - 6:01:38 PM GMT - Time Source: server- IP address: 198.136.39.98

 Agreement completed.

2023-04-12 - 6:01:38 PM GMT

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

RESOLUTION NUMBERS 124-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA APPOINTING
GEMMA TORCIVIA AND BRETT T. LASHLEY AS
CODE ENFORCEMENT MAGISTRATES; AND
CONFIRMING THE TERMS OF APPOINTMENT;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, on November 28, 2005, the City Commission adopted Ordinance No. 2051-05 providing for the appointment of one or more Magistrates to hear and decide code compliance cases; and

WHEREAS, the City's Code Enforcement system includes hearings to be held before Magistrates who are duly appointed by the City Commission; and

WHEREAS, on January 14, 2019, the City Commission approved Resolution 01-2019, appointing Paul J. Nicoletti as Magistrate for the City of Stuart and appointing Thomas J. Baird as an alternate Code Enforcement Magistrate; and

WHEREAS, on April 10, 2023, the City Commission approved Resolution 29-2023, appointing Wendy H. Werb as an additional alternate Code Enforcement Magistrate;

WHEREAS, due to the unavailability of the duly appointed Magistrates the City Commission desires to appoint alternate Magistrates to hear cases on a routine monthly basis; and

WHEREAS, Gemma Torcivia and Brett T. Lashley currently serve as Magistrates for other governmental entities, are duly qualified, and are willing to conduct hearings, and prepare orders for the City of Stuart Magistrate hearings upon request.

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

SECTION 1: Recitals. The above-stated recitals are true and correct and are incorporated by this reference.

SECTION 2: The City Commission hereby approves and appoints Gemma Torcivia and Brett T. Lashley as Magistrates to hear code enforcement cases as presented by the code enforcement officers and to act as otherwise as permitted by law.

SECTION 3: The Magistrate shall be paid the sum of \$200.00 per hour for all work performed as Magistrate, which funds shall be taken from "Development (Neighborhood Services), Acct. # 531, Professional Services". The initial term of this office shall be for a minimum of two (2) years as provided by ordinance.

SECTION 4: Authorization. The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

SECTION 5: Severability. The provisions of this Resolution are intended to be severable. If any part(s) of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

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

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

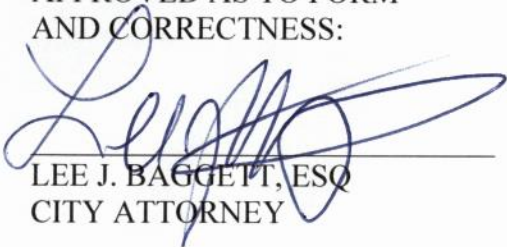
ADOPTED this 9th day of December, 2024.

ATTEST:


MARY R. KINDEL, MMC 12/19/24
CITY CLERK


CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



Brett T. Lashley

Associate

Contact

blashley@jonesfoster.com
561 650 0491

Location

505 South Flagler Drive
Suite 1100
West Palm Beach
Florida 33401

Honors & Distinctions

The Best Lawyers in America
Ones to Watch, Commercial Litigation, 2025

Florida Super Lawyers
Rising Star, Civil Litigation: Defense, 2024

Palm Beach Illustrated
Top Lawyers, Business Litigation, 2024

Education

J.D., University of Florida Levin College of Law

B.A., Florida Atlantic University

Admissions

The Florida Bar
U.S. District Court, Southern District of Florida



Brett Lashley is a member of Jones Foster's **Complex Litigation & Dispute Resolution** team. He focuses his practice in the areas of general commercial litigation with an emphasis on employment, real estate, and local municipal law. Brett represents individuals and businesses in matters involving trade secrets, the enforcement of non-compete agreements, specific performance involving real property and deposit disputes, landlord tenant disputes, and commercial contract litigation. Brett provides counsel to the Town of Lake Park, the Town of Jupiter, and the Town of Palm Beach and advises the municipalities with respect to code enforcement hearings, planning and zoning and Town commission meetings.

Brett is actively involved with the Palm Beach County Bar Association's Young Lawyers Section and serves on Palm Beach County's Civil Rules Committee. Brett earned his Juris Doctor degree from the University of Florida Levin College of Law where he was the Vice-Chair of The Florida Moot Court Team and was awarded Best Brief in the Appellate Lawyers Association competition in Chicago. He also held the position of Vice President of the Entertainment and Sports Law Society, was a member of the Journal of Technology Law and Policy, and provided pro bono legal services to veterans as a member of the Veterans and Service Members Legal Clinic.

While at the University of Florida, Brett gained valuable experience as a teaching assistant for Legal Writing and Appellate Advocacy, as a judicial intern for the Honorable Mark W. Klingensmith, Fourth District Court of Appeal, West Palm Beach, and as a **Summer Associate** at Jones Foster.

Experience Highlights

Significant Recovery for Real Property Owner in Inverse Condemnation



Lawsuit

Representation of a real property owner in an inverse condemnation lawsuit for the taking of submerged land by Palm Beach County without permission or compensation that resulted in reduced ability to develop the property. A seven-day jury trial resulted in an award of \$425,700 – a valuation approximately 27 times higher than the County's valuation of \$15,700.

Successful Representation in Residential Jointly Owned Partition Lawsuit

Brokered successful buyout of a portion of jointly owned residential property.

Landlord-Tenant Representations

Successful representation of Landlords and Tenants in commercial and residential eviction lawsuit.

Obtained Emergency Injunction

Prevailed in obtaining an emergency injunction preventing an HOA from interfering with private property owner's access to and from property after private property owner lost only alternate access point.

Summary Judgment in Former Employee's Commission Claim

Obtained summary judgment for employer whose former employee sought commission in perpetuity for the life of client accounts.

Successful Representation of Mobile Homeowner

Procured a Court order directing the Florida Department of Highway Safety and Motor Vehicles to issue title to a mobile home for client who did not obtain valid title at the time of purchase.

Dismissal of Derivative Lawsuit

Successfully obtained dismissal of a derivative lawsuit brought by 32 plaintiffs against members of the board of corporate entity.

Successful Enforcement of Employee Noncompete Clause

Successfully enforced noncompetition provision of two former employees for the relevant geographic market after former employees went to work for employer's competitor.

Affiliations

The Florida Bar

Member, Real Property Probate and Trust Law Section, 2024-Present

Palm Beach County Bar Association

Member, Civil Practice Committee, 2023-Present

Member, Young Lawyers Section

Palm Beach County Sport Commission

Member, Hall of Fame Committee, 2023-2024



Gemma Torcivia

515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 * (561) 602-6222 * gtorcivia@tgjustice.com

EXPERIENCE

TG Law, PLLC, West Palm Beach, Florida

2020-present

Founder/Managing Partner

- Founder and managing partner of a civil practice firm emphasizing local government law, business and corporate matters, land use, employment law, community redevelopment agencies, administrative law and legislative issues.
- Litigation in Federal and State Trial Courts and before administrative agencies.
- Representative 2024 government and non-profit clients: City of Belle Glade, Belle Glade Community Redevelopment Agency, Early Learning Coalition of Osceola County, Early Learning Coalition of Polk County, Early Learning Coalition of Lake County, Early Learning Coalition of the Nature Coast, Early Learning Coalition of Pasco and Hernando, and Early Learning Coalition of Marion County.

City of Delray Beach, Delray Beach, Florida

2020

Economic Development Director

- Direct the City's economic development response to COVID-19 and provide resources and support for area businesses during COVID-19 closure, Phase 1 and Phase 2 re-openings.
- Serve as a member of the Executive Leadership Team and provide critical guidance for emergency management operations.

Roberts, Reynolds, Bedard & Tuzzio, West Palm Beach, Florida

2018-2020

Associate Attorney

- Provided vigorous defense for a variety of insurers in personal injury, first party property, governmental liability, eminent domain and construction defect cases.
- Represented a variety of governments in civil litigation including: City of Boynton Beach, City of Delray Beach, Town of Palm Beach, Town of Jupiter, Pal-Mar Water Control District, and Hobe-St. Lucie Conservancy District.
- Prepared and managed insurance defense cases proceeding to trial, including developing and guiding case plans, drafting pleadings, managing discovery, conducting and defending depositions of fact and expert witnesses, attending hearings and participating in settlement negotiations.

Legal Aid Society of Palm Beach County, West Palm Beach, Florida

2018

Law Clerk and Staff Attorney

- Served as the Delray Beach Courthouse based member of the Injunction Initiation team of the Domestic Violence Project and provided injunction assistance for victims of domestic violence.

Homestead Community Redevelopment Agency (CRA), Homestead, Florida

2016-2018

Executive Director

- Directed the Homestead CRA, managed five employees and a \$2.5 million annual budget.
- Managed contract negotiations and project plans for over \$75 million of capital projects.
- Negotiated a \$60 million public private partnership to develop a multi-modal transit development, including working with bond counsel on a \$30 million taxable municipal bond.
- Planned, drafted, and managed contracts for professional services including legal services, accounting services, HUD, grants management, New Market Tax Credits, landscaping and architecture services.
- Project manager for New Market Tax Credits, including securing funding and developing contracts.

- Negotiated with property owners and worked with City Attorney for property acquisition for public projects, including working on eminent domains, closings, and implement federal takings requirements.

City of Homestead, Homestead, Florida
Economic Development Manager

2011-2016

- Designed the City's five-year economic development plan and built political will and community support for implementation.
- Served as a team member on \$55 million of capital projects that were completed on time and on budget.
- Drafted and presented agenda items, resolutions and ordinances for planning and zoning board meetings, historic preservation meetings and City Council meetings.

Charter School Management, Florida
Independent Consultant

2010-2012

- Provided management consulting and turnaround expertise for charter schools in need of turnaround support with an emphasis on regaining stakeholder confidence.
- Designed and implemented innovative strategies to address identified liabilities and implemented cost-cutting strategies.

Rise Schools, Florida City, FL
Executive Director

2006-2010

- Led a college-preparatory charter school.
- Led real estate negotiations for three capital improvement projects and managed all land use issues related to the projects, including rezoning, project financing, and build out.
- Oversaw all day to day operations of a school with a \$2.4 million budget and managed forty staff members.

Teach For America, Miami, Florida
High School Teacher

2004-2006

- Led special education students at Miami Central to an average of two years of reading growth.

EDUCATION

Florida International University College of Law, Juris Doctor

December 2016

Florida International University College of Business, Masters of Business Administration

April 2012

University of Florida, Bachelors of Arts

August 2004

ADMITTED

Florida Bar, 2018

United States District Courts for the Southern District of Florida, 2018

COMMUNITY

Alumni, Wm. Reece Smith Jr. Leadership Academy, Class IX, Florida Bar

Vice-Chair of Advertising Committee, Florida Bar

Member of Governmental and Public Policy Advocacy Committee, Florida Bar

Member, PBC Chapter, Florida Association for Women Lawyers (FAWL)

Member and former Treasurer of the Craig S. Barnard American Inn of Court

Member and former Chair of the Solo and Small Firm Committee, Palm Beach County Bar Association

Board Member, Palm Beach County Human Rights Council

Sec. 26-21. Magistrate; appointment and powers.

- (a) The city commission may appoint one or more magistrates, who shall be the hearing officers for the city. A magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of all the codes and ordinances of the city, to hear appeals from administrative officers, and to issue, suspend or withhold, or vacate fines, costs, and orders, all as provided herein, unless otherwise prohibited herein.
- (b) Magistrates shall be members, in good standing, of The Florida Bar, and shall remain in good standing during their entire tenure as a magistrate. In the event that a magistrate is reprimanded, suspended or disbarred by The Florida Bar, such person shall immediately forfeit the appointment as magistrate, without any further action required by the magistrate or the city commission.
- (c) A magistrate shall be appointed and serve at the will of the city commission, but shall be initially appointed for a term of not less than two years, and shall serve thereafter at the will of the commission, and shall continue to serve until a successor is appointed, or until said magistrate may earlier resign, or forfeit the appointment, as provided above. A magistrate may be removed from office upon an affirmative vote of a majority of the city commission members for any reason, except to seek to influence the outcome of any matter which shall come before the magistrate.
- (d) Magistrates shall be compensated as provided by annual appropriation of the city commission.
- (e) Once a magistrate is appointed and accepts appointment, no member of the city commission, no city employee, no city consultant, or no other person, including a respondent or respondent's representative, shall have any ex parte communication with a magistrate concerning any item before the magistrate, or seek to influence, by any means, the outcome of any matter which shall come before a magistrate, except at a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any city employee assigned to assist a magistrate in the performance of strictly administrative or ministerial duties. Any attempt to influence a magistrate outside of a hearing shall be deemed a violation of this article, punishable in county court as a misdemeanor of the second degree, as provided in F.S. § 775.0820.
- (f) If there is more than one magistrate appointed, the longest tenured magistrate shall be the chief magistrate, unless otherwise directed by the city commission. The chief magistrate shall have the additional duty and authority to make administrative rules and establish uniform procedures concerning the conduct of hearings, the form and filing of motions, pleadings, citations, notices, and generally may act in furtherance of his or her jurisdiction, as well as for the other city magistrates. A chief magistrate, appointed by the city commission, shall be a duly licensed attorney in good standing, and a member of The Florida Bar for at least the five consecutive years prior to appointment.
- (g) Magistrates, using sound discretion, may determine violations of ordinances, levy fines, levy administrative costs, grant, deny or modify extensions of time for compliance, may suspend, reduce, waive or abate fines and costs, in whole or in part, and may fashion other reasonable orders not in conflict with any applicable law or ordinance, including but not limited to the rehearing of matters, and the modification and vacation of interlocutory and final orders.
- (h) Except as otherwise provided in this article, or determined by uniform rule of the chief magistrate, all magistrates, and all those appearing before a magistrate, shall refer to and use the definitions, forms, times, scope, procedures, and methods used in F.S. ch. 162, and the Florida Evidence Code, the Florida Rules of Civil Procedure, the Florida Rules of Judicial Administration, the Florida Rules of Traffic Court, and the Florida Small Claims Rules (collectively the "Rules") to the extent that the same would be applicable in a Florida county court proceeding, and to the extent that they are applicable to city magistrate proceedings. In the event of a conflict within or between this article, F.S. ch. 162, or F.S. § 166.0415, and the Rules, the sitting magistrate may issue further orders clarifying the matter, without there being a presumption as to the

resolution of the conflict. However, it is the intent of this article that such a decision shall be supplemental to the provisions of F.S. ch. 162, as provided in F.S. § 162.13, or supplemental to F.S. § 166.0415, as provided in F.S. § 166.0415(7).

- (i) The jurisdiction of a magistrate regarding adjudication of the city codes shall not be exclusive, but all code compliance matters shall normally be heard by a magistrate, unless specifically filed by the city attorney in a court of competent jurisdiction, or other appropriate legal venue, such as arbitration, or mediation. Notwithstanding the above, a violation of any of the codes and ordinances of the city may be prosecuted by using any other appropriate enforcement method or remedy permitted by law.
- (j) In addition to the broad jurisdiction granted in this section, the city commission hereby specifically designates magistrates to decide:
 - (1) Petitions for abatement, reduction or satisfaction of fines and all liens recorded in the public record, it being the intent of the city commission to delegate the authority provided in F.S. § 162.09(2)(d)(3), concerning the satisfaction and release of liens, to the sitting magistrate;
 - (2) Hearings and orders regarding contempt proceedings and rules to show cause, provided by this article; and
 - (3) Hearings and orders regarding relief sought under F.S. § 162.08 regarding the issuance of orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

(Code 1995, § 2-190; Ord. No. 2051, § 1, 11-28-2005; Ord. No. 2099-07, § 1, 2-12-2007; Ord. No. 2154-08, § 1(2-190), 3-24-2008)



PAUL J. NICOLETTI
Attorney at Law
1445 SE Lark Boulevard
Stuart, Florida 34996-2609

Of Counsel:

TG Law PLLC
515 South Flagler Drive
Suite 350
West Palm Beach, FL 33401

December 26, 2025

Mayor Christopher Collins and
Members of the City Commission
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Reference: Magistrate Fee Rate Change

Dear Mayor Collins and Members of the City Commission:

I have served as an appointed Magistrate for the City since early 2019 and have decided to step back from being the primary magistrate for the City effective January 1, 2026.

During that time I maintained a much below market rate of \$200.00 per hour. I have determined the above rate is no longer fair or reasonable for the services rendered. As a result, I will be raising my rate to \$400.00 per hour also as of January 1, 2026 for any further magistrate services.

Thank you.

Very truly yours,

PAUL J. NICOLETTI

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

Meeting Date: 1/12/2026

Prepared by: Roz Johnson

Title of Item:

DISCUSS RECRUITMENT PROCESS FOR THE EMPLOYMENT OF A CITY MANAGER; FINALIZING THE UPDATED JOB DESCRIPTION; ESTABLISHING TARGET DATES; AND DETERMINING A SALARY RANGE

Summary Explanation/Background Information on Agenda Request:

With the recent departure of the former City Manager, there exists a full-time vacancy. Louis J Boglioli III is currently serving as the Interim City Manager. The City Commission has previously discussed aspects of the employment process, and it is appropriate to direct the Interim City Manager and staff as to process and procedures it wishes to follow for the employment of this position.

Funding Source:

City Manager Budget

Recommended Action:

Direct the Interim City Manager to 1) finalize the updated job description; 2) advertise the vacancy for a period of time so directed; 3) receive and preliminarily review applications; 4) create an application review committee (with not more than one member of the City Commission); 5) establish a timeline; and, 6) set a salary range.

ATTACHMENTS:

1. City Manager Job Description - EDITED - Dec2025
2. City Manager Job Description - CLEAN DRAFT - Dec2025
3. City Manager Recruitment Brochure - DRAFT - Dec2025

**CITY OF STUART
JOB DESCRIPTION**

Title: CITY MANAGER
Department: City Manager
Job Code: 1020 / C120010
FLSA Status Exempt

CHARACTERISTICS OF THE CLASS

The City Manager is responsible to the City Commission for the overall administration and effectiveness of all City operations and the City's fiscal integrity. Work is carried out with wide latitude for independent judgment and initiative within the framework of established policies, laws, charter provisions, ordinances, and directives. Work requires frequent communications and coordination with elected and appointed officials at all levels of government, as well as other governmental jurisdictions and agencies of the State.

~~Under general direction of the City Commission incumbent directs and coordinates all phases of the general municipal government. Work involves the supervision of activities related to the City in accordance with the policies determined by the City Commission, City Charter and applicable laws and ordinances. Performs duties with broad latitude in decision-making and is self-directed.~~ Work is reviewed through conferences, reports, observations and with periodic evaluations by the City Commissioners, based upon achievement of specific goals and an executive and professional level of performance.

EXAMPLES OF ESSENTIAL FUNCTIONS

1. Provides professional advice and develops recommendations for the City Commission, implements City policies and procedures; determines City goals and objectives and provides leadership and direction in the development of comprehensive and strategic short and long-term plans.

1.2. Directs the overall effort of the City government. Acts as appointing authority for City employees by appointing department heads and staff as provided by the city charter, local ordinances, and policies. ~~Coordinates the efforts of the various departments within the City governmental structure.~~

2.3. Administers and supervises through subordinate department heads all functions, including but not limited to, law enforcement, fire rescue, public works, utilities and engineering, community redevelopment, financial operations

and budgets, community and recreational activities, information technology, human resources, legislative affairs, community planning and development, city clerk & historical preservation, and other related functions.

3.4. Works closely with the Director of Financial Services in preparing ~~Prepares~~ the annual City balanced budget for submission to the City Commission. Submits recommendations and estimates to the Commission for their discussion and approval concerning the efficient operation of the City government.

5. Keeps the City Commission informed of general City operations and activities; keeps the commission advised of new and impending legislation.

4.6. Maintains awareness of developments and plans in other jurisdictions that may relate to, or affect this City.

~~5.~~ Plans for the future development of urban areas to provide for population growth and expansion of public services ~~;~~

6.7. Recommends zoning regulation, controlling location and development of residential and commercial areas.

7.8. Plans and recommends future City programs.

8.9. Negotiates, or authorizes designees to negotiate, collective bargaining agreements to be approved by the City Commission.

9.10. Maintains community respect for City operations through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate office for action.

11. Oversees the City's media relations and communication activities.

10.12. Serves as the City's Emergency Management Director with authority to appoint a designee when appropriate or necessary.

~~11. Responsible for the overall direction, coordination, supervision, and evaluation of the departments and units under incumbent's direction. Carries out supervisory responsibilities in accordance with the City's policies and applicable law. Responsibilities include interviewing,~~

~~hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Maintains office services by organizing office operations and procedures; prepares personnel actions; controls correspondence; reviews and approves supply requisitions.~~

NOTE: The examples of essential functions as listed in this classification specification are not necessarily all inclusive. There is only one position in this class. The omission of an essential function of work does not preclude the City Commission from assigning duties not listed herein if such functions are a logical assignment to the position.

REQUIREMENTS

A. Training and Experience:

~~Master's degree (M.A. or M.S.) in Business Administration, Public Administration or a related field from an~~ Bachelor's degree in public administration, business administration, or related field from an accredited college or university. MBA or MPA highly desirable. Four to ten (4-10) years of experience in a responsible senior ~~administrative or management~~ leadership position in local government. ICMA credentialed manager, and experience working in a Florida Commission-Manager form of municipal government, highly desirable but not required. A valid Florida Drivers' (Class E) License is required, or the ability to obtain within 30 days of establishing residency in Florida. Must have or be able to complete ICS 100, 200, 300, 400, 700, and 800 within one (1) year of hire.

B. Knowledge, Abilities and Skills:

Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government, and in particular those of cities in Florida.

Ability to delegate authority and responsibility to subordinate department heads and to lead and maintain an effective organization.

Ability to create a team-oriented atmosphere, be self-motivated and enthusiastic; ability to build trust, serve as a visionary for short and long-range planning and interface well with personnel and the community.

Ability to communicate clearly in writing and orally and to appear before groups and the City Commission to present data and programs that enhance the continued efficient operation of the City.

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.

Ability to respond effectively and timely to ~~common~~ inquiries or complaints from citizens, customers, regulatory agencies, ~~or~~ and members of the business community, including the ability to respond outside of standard office hours.

Ability to write speeches and articles for publication that conform to prescribed style and format.

Ability to effectively present information to top management, public groups, and/or boards of directors.

Ability to work with and understand mathematical concepts, budgetary processes, and financial concepts, including ~~such as~~ probability and statistical inference, ~~and fundamentals of plane and solid geometry and trigonometry.~~

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Ability to define problems, collect and interpret data, establish facts, and draw valid inferences and conclusions.

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, at the same time.

Ability to effectively use a personal computer, tablet, and mobile phone, including effective keyboard skills, and ability to use dictation software.

~~To perform this job successfully, an individual should have a w~~Working knowledge of Microsoft Office Suite and ~~or~~ other office software, including but not limited to Access, Excel, OneNote, ~~Powerpoint~~PowerPoint, Publisher, Word, Teams, Adobe Acrobat and ~~or~~ similar. ~~software, including familiarity with Adobe Acrobat, Prezi, and Work Flow. It is helpful to have some f~~Familiarity with ESRI geographic information

system (GIS) products, ~~such as ARCMAP or ARC Soft,~~ and other computer or ~~web~~cloud-based analytics and metric tools.

C. Physical Requirements:

Task involves regular physical effort in standing, sitting, walking, bending, stooping, reaching, pulling, pushing, stretching, and frequent moderate lifting and carrying objects of moderate weight (30+ pounds). Task involves ~~and/or~~ the operation of vehicles, and with standard dexterity in the use of fingers, hands, limbs, or body in the operation of office equipment. ~~in which skills and eye-hand coordination are important ingredients of safe and/or productive operations.~~ Task may involve extended periods of time at a keyboard.

D. Environmental Requirements:

Task is regularly performed without exposure to adverse environmental conditions.

F. Sensory Requirements:

Task requires color perception and discrimination.
Task requires sound perception and discrimination.
Task requires texture perception and discrimination.
Task requires visual perception and discrimination.
Task requires oral communications ability.

**CITY OF STUART
JOB DESCRIPTION**

Title: CITY MANAGER
Department: City Manager
Job Code: 1020 / C120010
FLSA Status Exempt

CHARACTERISTICS OF THE CLASS

The City Manager is responsible to the City Commission for the overall administration and effectiveness of all City operations and the City's fiscal integrity. Work is carried out with wide latitude for independent judgment and initiative within the framework of established policies, laws, charter provisions, ordinances, and directives. Work requires frequent communications and coordination with elected and appointed officials at all levels of government, as well as other governmental jurisdictions and agencies of the State.

Work is reviewed through conferences, reports, observations and with periodic evaluations by the City Commissioners, based upon achievement of specific goals and an executive and professional level of performance.

EXAMPLES OF ESSENTIAL FUNCTIONS

1. Provides professional advice and develops recommendations for the City Commission, implements City policies and procedures; determines City goals and objectives and provides leadership and direction in the development of comprehensive and strategic short and long-term plans.
2. Directs the overall effort of the City government. Acts as appointing authority for City employees by appointing department heads and staff as provided by the city charter, local ordinances, and policies.
3. Administers and supervises through subordinate department heads all functions, including but not limited to, law enforcement, fire rescue, public works, utilities and engineering, community redevelopment, financial operations and budgets, community and recreational activities, information technology, human resources, legislative affairs, planning and development, city clerk & historical preservation, and other related functions.
4. Works closely with the Director of Financial Services in preparing the annual City balanced budget for submission to the City Commission. Submits recommendations and estimates to

the Commission for their discussion and approval concerning the efficient operation of the City government.

5. Keeps the City Commission informed of general City operations and activities; keeps the commission advised of new and impending legislation.
6. Maintains awareness of developments and plans in other jurisdictions that may relate to, or affect, this City.
7. Plans for the future development of urban areas to provide for population growth and expansion of public services; recommends zoning regulation, controlling location and development of residential and commercial areas.
8. Plans and recommends future City programs.
9. Negotiates, or authorizes designees to negotiate, collective bargaining agreements to be approved by the City Commission.
10. Maintains community respect for City operations through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate office for action.
11. Oversees the City's media relations and communication activities.
12. Serves as the City's Emergency Management Director with authority to appoint a designee when appropriate or necessary.

NOTE: The examples of essential functions as listed in this classification specification are not necessarily all inclusive. There is only one position in this class. The omission of an essential function of work does not preclude the City Commission from assigning duties not listed herein if such functions are a logical assignment to the position.

REQUIREMENTS

A. Training and Experience:

Bachelor's degree in public administration, business administration, or related field from an accredited college or university. MBA or MPA highly desirable. Four to ten (4-10) years of experience in a responsible senior leadership position in local government. ICMA credentialed manager and

experience working in a Florida Commission-Manager form of municipal government highly desirable but not required. A valid Florida Drivers' (Class E) License is required, or the ability to obtain within 30 days of establishing residency in Florida. Must have or be able to complete ICS 100, 200, 300, 400, 700, and 800 within one (1) year of hire.

B. Knowledge, Abilities and Skills:

Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government, and in particular those of cities in Florida.

Ability to delegate authority and responsibility to subordinate department heads and to lead and maintain an effective organization.

Ability to create a team-oriented atmosphere, be self-motivated and enthusiastic; ability to build trust, serve as a visionary for short and long range planning and interface well with personnel and the community.

Ability to communicate clearly in writing and orally and to appear before groups and the City Commission to present data and programs that enhance the continued efficient operation of the City.

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.

Ability to respond effectively and timely to inquiries or complaints from citizens, customers, regulatory agencies, and members of the business community, including the ability to respond outside of standard office hours.

Ability to write speeches and articles for publication that conform to prescribed style and format.

Ability to effectively present information to top management, public groups, and/or boards of directors.

Ability to work with and understand mathematical concepts, budgetary processes, and financial concepts, including probability and statistical inference.

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Ability to define problems, collect and interpret data, establish facts, and draw valid inferences and conclusions.

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, at the same time.

Ability to effectively use a personal computer, tablet, and mobile phone, including effective keyboard skills, and ability to use dictation software.

Working knowledge of Microsoft Office Suite and other office software, including but not limited to Access, Excel, OneNote, PowerPoint, Publisher, Word, Teams, Adobe Acrobat and similar. Familiarity with ESRI geographic information system (GIS) products and other computer or cloud-based analytics and metric tools.

C. Physical Requirements:

Task involves regular physical effort in standing, sitting, walking, bending, stooping, reaching, pulling, pushing, stretching, and frequent moderate lifting and carrying objects of moderate weight (30+ pounds). Task involves the operation of vehicles, and with standard dexterity in the use of fingers, hands, limbs, or body in the operation of office equipment. Task may involve extended periods of time at a keyboard.

D. Environmental Requirements:

Task is regularly performed without exposure to adverse environmental conditions.

F. Sensory Requirements:

Task requires color perception and discrimination.
Task requires sound perception and discrimination.
Task requires texture perception and discrimination.
Task requires visual perception and discrimination.
Task requires oral communications ability.



City Manager

121 SW Flagler Avenue
Stuart, FL 34994
HR@ci.stuart.fl.us

Application Must Be Received By: (DATE)



The City of Stuart - Sailfish Capital of the World

Mission

"Promote the highest quality of life for Stuart residents."

Vision

"Stuart should remain a place where small town character and charm blend harmoniously with its rich history, inclusivity, innovation, sustainability, and a deep respect for tradition. The desire is to be a haven that captures the essence of coastal living while fostering a strong sense of community, where residents and visitors alike can find inspiration and fulfillment while preserving and protecting the St. Lucie River and natural surroundings."



Stuart is located on Florida's east coast, bordered by the St. Lucie River and the Indian River. The climate is pleasant with mild winters and warm summers, and average temperatures ranging from 72 degrees (January) to 87 degrees (August).

Stuart is home to quaint historic neighborhoods in the downtown area, townhomes and condominiums, and its successful revitalization programs have created an attractive and expansive downtown lined with unique shops and celebrated restaurants, many with spectacular views.

Named "America's Happiest Seaside Town," "Most Beautiful City," "One of the South's Best Small Towns," and listed as "One of the Great Places in Florida," Stuart is widely known as the "Sailfish Capital of the World." From its downtown charm and riverfront, to the diverse ecosystem and tropical vistas, Stuart's natural beauty and paradise-like quality are hard to surpass.

Originally named Potsdam and first settled in 1870, the city was initially incorporated as a part of Palm Beach County in 1914. In 1925, Stuart was chartered and is now home to more than 19,000 residents. As the county seat for Martin County, the City covers a land area of approximately 6 square miles and is conveniently situated two (2) hours north of Miami and two (2) hours south of Orlando.

Stuart's city government consists of a five (5) member commission, elected at-large, with day-to-day municipal operations under the direction of the City Manager. As a **full-service city**, Stuart provides law enforcement, fire rescue, public works, utilities and engineering, community redevelopment, financial operations and budgets, community and recreational activities, technology services, human resources, legislative affairs, planning and development, city clerk & historical preservation, and other essential community services.

The Position

The City Manager is responsible to the City Commission for the overall administration and effectiveness of all City operations and the City's fiscal integrity.

Provides professional advice and develops recommendations for the City Commission, implements City policies and procedures; determines City goals and objectives and provides leadership and direction in the development of comprehensive and strategic short and long-term plans.

The City Manager administers and supervises through subordinate department heads all municipal functions, including but not limited to, law enforcement, fire rescue, public works, utilities and engineering, community redevelopment, financial operations and budgets, community and recreational activities, information technology, human resources, legislative affairs, planning and development, city clerk, and other related functions.

View the full job description:
[City Manager Job Description](#)



The Candidate

Qualifications & Experience

Bachelor's degree in public administration, business administration, or related field from an accredited college or university. MBA or MPA highly desirable.

Four to ten (4-10) years of experience in a responsible senior leadership position in local government.

ICMA credentialed manager and experience working in a Florida Commission-Manager form of municipal government highly desirable but not required.

A valid Florida Drivers' (Class E) License is required, or the ability to obtain within 30 days of establishing residency in Florida. Must have or be able to complete ICS 100, 200, 300, 400, 700, and 800 within one (1) year of hire.



Within two (2) years of appointment, the successful candidate will reside within 15 miles of Stuart City Hall, unless otherwise excused by the City Commission.

The Benefits

Salary & Benefits

The successful candidate will receive an annual base salary between \$_____ - \$_____ (DOQ) plus a cell phone / tablet stipend up to \$115.00 per month. In addition to the benefits listed below, the successful candidate may discuss a vehicle stipend, deferred compensation options, tablet reimbursement, and other provisions as part of the negotiation process.

The City offers an attractive benefits package that includes:

- Medical and Dental Insurance (two medical programs and two dental programs are offered to meet your needs) with four tiers of coverage (CIGNA)
- An Employee Health Center (EHC), a benefit provided at no cost to employees and dependents covered by the City's health insurance
- Telehealth services and prescription mail-order program
- Vision Insurance with four tiers of coverage
- Employee Life Insurance and Supplemental Life Insurance
- Deferred compensation with Mission Square Retirement - several options to choose from
- Retirement benefits through the Florida Retirement System (FRS) - the City and employee share in the contributions
- Additional insurance options through Trustmark, Liberty Mutual, US Legal, Pet Benefit Solutions and Nationwide Pet Insurance, and others
- A robust Employee Assistance Program (EAP) offering 24/7 assistance and support

Apply Now

To apply for this career opportunity, please complete a City of Stuart Employment Application and submit with a resume and cover letter. Application and attachments may be submitted online by visiting:

www.cityofstuart.us/Careers

Application and credentials must be received by 5 p.m. on (DATE)

