City of Stuart

# AGENDA

## REGULAR MEETING OF THE STUART CITY COMMISSION
## JANUARY 26, 2026
## AT 5:30 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**

**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**

**1.** APPROVAL OF 01/12/2026 CCM MINUTES & 01/13/2026 SCM - 2026 MAYOR GOALS MINUTES

**2.** APPOINTMENT OF CRB BOARD MEMBERS TO THE CRA (RC):

RESOLUTION No. 09-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING PHILIP DEBERARD AND FREDERICK JAMES TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA); FULFILLING THE TWO BOARD MEMBER SEATS FROM THE COMMUNITY REDEVELOPMENT BOARD (CRB) AS REQUIRED PER CODE OF ORDINANCES, CHAPTER 2, SECTION 2-111 FOR THE CURRENT TERM FROM PRESENT TO DECEMBER 31, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**END OF CONSENT CALENDAR**

**COMMISSION ACTION**

**3.** UTILITIES EASEMENT — HANGAR #10 AT WITHAM FIELD AIRPORT (RC):

RESOLUTION No. 08-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A UTILITIES EASEMENT GRANTED BY MARTIN COUNTY, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PARTIAL RELEASE OF NON-EXCLUSIVE WATER AND SEWER EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND MARTIN COUNTY, FLORIDA RELATED TO HANGAR #10 LOCATED AT WITHAM FIELD AIRPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**4.** SELECTION AND APPOINTMENT OF MAGISTRATES (RC):

RESOLUTION No. 10-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING _____ AS PRIMARY CODE ENFORCEMENT MAGISTRATE FOR THE CITY OF STUART AND_____ AND _____ AS CODE ENFORCEMENT MAGISTRATE ALTERNATES; AND PROVIDING FOR AN EFFECTIVE DATE.

**5.** INTERIM CITY MANAGER APPOINTMENT AND AIHC INCREASE FOR R. JOHNSON STRONG (RC):

RESOLUTION No. 11-2026; A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA REPLACING LOUIS J. BOGLIOLI, III, FINANCE DIRECTOR, WITH ROSAMOND JOHNSON STRONG, HUMAN RESOURCES DIRECTOR, AS INTERIM CITY MANAGER; AUTHORIZING AN INCREASE IN COMPENSATION TO THE DEPARTMENT DIRECTOR ACTING IN A HIGHER CAPACITY AS INTERIM CITY MANAGER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**6.**

BUDGET AMENDMENT #1 — SHORT CHAIN PFAS REMOVAL PILOT STUDY (RC):

RESOLUTION No. 12-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT #1 FOR THE SHORT-CHAIN PFAS REMOVAL PILOT STUDY; AUTHORIZING THE USE OF FUNDS FROM THE WATER & SEWER UTILITY ENTERPRISE FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELATED TASK ORDER WITH HOLTZ CONSULTING ENGINEERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE SECOND READING**

**7.** 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.

**ORDINANCE FIRST READING**

**8.** CODE AMENDMENT ADDING LANGUAGE RELATED TO REASONABLE ACCOMMODATION (RC):

ORDINANCE No. 2547-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8.07.07 OF THE CITY'S LAND DEVELOPMENT CODE IN COMPLIANCE WITH RECENTLY ENACTED LEGISLATION, SENATE BILL 954; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**9.** DISSOLUTION OF EAST STUART HISTORICAL COMMITTEE (RC):

ORDINANCE No. 2548-2026; AN ORDINANCE OF THE CITY OF STUART, FLORIDA

AMENDING PART II, CHAPTER 2 (ADMINISTRATION), ARTICLE III. – BOARDS, COMMITTEES AND COMMISSIONS, DIVISION I, SECTION 2-28 AND DIVISION 7 EAST STUART HISTORICAL ADVISORY COMMITTEE, SECTIONS 2-118 THROUGH 2-121, OF THE CITY OF STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO THE EAST STUART HISTORICAL COMMITTEE DUE TO DISSOLUTION; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**DISCUSSION AND DELIBERATION**

**10.** AMENDMENT TO THE MEGA & FSP GRANT FOR THE TRAIN BRIDGE

**11.** PRESENTATION OF BACKGROUND ON JANINE ALEXANDER'S COMPLAINTS AND CASES

**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:** 1/26/2026 **Prepared by:**

**Title of Item:**
APPROVAL OF 01/12/2026 CCM MINUTES & 01/13/2026 SCM - 2026 MAYOR GOALS MINUTES

**Summary Explanation/Background Information on Agenda Request:**

**Funding Source:**

**Recommended Action:**

**ATTACHMENTS:**
1. 01/12/2026 CCM Minutes
2. 01132026 SCM - 2026 Mayor Goals (1)

# MINUTES
# 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**

## ROLL CALL

4:00 PM

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

## INVOCATION

Chaplain Edward Skiba, Stuart Police Department, gave the Invocation.

## PLEDGE OF ALLEGIANCE

**1.** ARTS MOMENT - TREASURE COAST COMMUNITY SINGERS ENSEMBLE PERFORMANCE

Treasure Coast Community Singers Ensemble performed, "*We Shall Walk Through the Valley in Peace."*

## PROCLAMATIONS

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

4:57 PM Proclamation heard after the Commissioner's comments.

Nina Dooley, President of Afro-American Citizens of East Stuart, received Proclamation, thanked the City for their partnership and announced the events of the 18th annual celebration of Martin Luther King Jr. Day.

## PRESENTATIONS

**3.** SERVICE AWARDS - JANUARY 2026

| | | |
|---|---|---|
| Louis Hatten | Development | 5 Years |
| Matthew Hunt | Public Works | 5 years (Absent) |
| David Van Brussel | Utilities & Engineering | 10 years (Absent) |
| Alex Ginossi | Fire Rescue | 25 years |
| George Sumner | Fire Rescue | 30 years |
| David Lawson | Fire Rescue | 30 years |

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

Whitney Mayberry, Stroke Neurologist, Cleveland Clinic Martin Health, presented on the hospital's program, doctors, and their community outreach. Deborah Bryer, Stroke Program Manager, presented Stuart Fire Rescue employees, Barbaro Montes de Oca, Joseph Murphy, George Sumner, and Dave Lawson, with a Stroke Brain Pin Award for their help with a stroke patient and honored them with a Stroke Champion Award for their life-saving efforts. Lucey Guevara, BSN, RN North Emergency Department Manager at Cleveland Clinic North, Stuart, Florida, nominated the Stuart Fire Rescue for the Stroke Champion Award for their outstanding collaboration and rapid response.

## COMMENTS BY CITY COMMISSIONERS

Mayor Collins

- Thanked the current Interim City Manager, Louis Boglioli, and commented that he wanted the Roz Johnson Strong, Human Resource Director, to fulfill the role until a permanent city manager is hired.

Louis "Joly" Boglioli, Interim City Manager, supported the decision and will assist in the transition, effective, Monday, Jan 26th, 2026. Commissioners were not opposed to the change in Interim City Manager, and complimented Mr. Boglioli's professionalism. A resolution appointing the new Interim City Manager will be on the January 26th, 2026 agenda.

Commissioner Giobbi

- Announced that the Martin Arts is having their Annual Arts Festival on February 26th, 27th, and 28th; encouraged volunteering and participation.
- Requested the City have vignettes and personal interviews for public outreach. She would like the Commissioners to have a discussion on this topic. [Interim City Manager stated that he would like to come back to a meeting with an item on this subject and would direct staff to provide us with estimated costs.]

Commissioner Clarke

- Thanked the City's first responders for all that they do.
- Commented on having Roz Johnson Strong as the Interim City Manager.
- Commented on past vignettes and asked that they be updated and re-run on the City website.

- Announced the individual meetings with the Mayor and Commissioners scheduled for Tuesday, January 13th, 2026, from 1 to 5 p.m.
- Commented on the roads and complaints about striping.

Vice Mayor Reed

- Announced that he loves his job as a Commissioner.
- Thanked the Police Chief and Interim City Manager for the update on the School Resource Officer program.
- Stated he would not be present for the Martin Luther King Parade, he had to work.
- Commented on the email received from Interim City Manager Boglioli and the upcoming meeting with Martin County to discuss the Fire Rescue Department, tax savings, ISO rating, and stated as long as he is a Commissioner, the City will have a department. Felt the meeting between the City and County should be public.

Vince Felicione, Chief of Stuart Fire Department, came forward and gave an explanation of the Interlocal Agreement (ILA) that is in place and how the EMS calls are carried through.

Interim City Manager Boglioli commented on the email he sent. Noted a public records request that he received and stated that there will be no records available because there have been no conversations about consolidating. Explained his past and present reviews of the budget regarding the Fire Department.

A consensus among the board was to submit a letter to Martin County requesting the ILA meeting be public.

Vice Mayor Reed comments continued:

- Announced his upcoming Town Hall meeting on Wednesday, January 14, 2026, 5 to 8 p.m. at the 10th Street Recreation Center, regarding the local government municode and some of the issues he feels should have public awareness.
- Commented on items that are ongoing and his goals for the new year that he will be discussing at the Special Commission Meeting with the Mayor tomorrow.

Mayor Collins

- Commented that under his leadership he has no interest in consolidating the City's fire department with Martin County.

**COMMENTS BY CITY MANAGER**

None.

**APPROVAL OF AGENDA**

**5:00 PM MOTION: Approve.**
**MOVED BY: Eula Clarke**
**SECONDED BY: Campbell Rich**
**Motion approved unanimously.**

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

1. Helen McBride - Stuart; Thanked Mike Redstone for the Christmas dinner event and also thanked the Commissioners who attended with them, thanked the fire rescue union for the gifts they provided local children.
2. Luke Latham - Stuart; Commented on the past FDOT Meeting concerning the Willoughby Extension, thanked the Commissioners for sticking to the campaign promises and attending the FDOT meeting. [Mayor Collins requested D&D for the next meeting and what authority we have beyond submitting a letter to FDOT.]
3. Gary Ehrler - Port Salerno; Handed out a Martin County Innovation Hub accepted by the Board of County Commissioners (BOCC), July 11th, 2023, explained that it started with MPO, transportation, utilities, stormwater, electrification, regulations, opportunity sites, which all involve the City of Stuart. He requested Vice Mayor Reed to research and bring it back to a future meeting.

**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**

**5:00 PM MOTION: Approve.**
**MOVED BY: Eula Clarke**
**SECONDED BY: Campbell Rich**
**Motion approved unanimously.**

**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.

Ruth Holmes, Environmental Attorney, requested board support to send the enclosed letter to Congressman Mast and Senators Rick Scott and Ashley Moodey.

**5:17 PM MOTION: Approve.**
**MOVED BY: Laura Giobbi**
**SECONDED BY: Eula Clarke**
**Motion approved unanimously.**

**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 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.

Pinal Gandhi-Savdas, Community Redevelopment Agency (CRA) Director, presented the item.

Mayor Collins noted that this may be a good presentation for the CRB and CRA.

Vice Mayor Reed expressed his disagreement with the narrowing of the streets.

**5:26 PM MOTION: Approve.**
**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**

**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.

City Attorney Baggett swore in (3) people; Jodi Kugler, Development Department Director, Ron Yost, Coffee Rush, Jeffrey Willliams, DKC Stuart Landings 2 LLC

Development Director Kugler presented the item.

Ron Yost, Co-Owner of Coffee Rush, and Jeff Williams, DKC Stuart Landings 2 LLC Chief Development Officer, discussed the drive-thru and landscaping.

**5:29 PM MOTION: Approve.**
**MOVED BY: Eula Clarke**
**SECONDED BY: Laura Giobbi**
**Motion approved unanimously. 6:01 PM**

**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.

Four (4) People sworn; Jodi Kugler, Director of Development, Michelle Arbuzow, Planner I of Development, Robert Sherman, MBA Development LLC, and Oliver Hurd, Owner/Operator of Popeyes.

Michelle Arbowzow, Planner I, presented the proposed plan.

Robert Shulman, representative of Boone LLC, reviewed the logistics of the project.

Oliver Hurd, Owner Operator of Popeyes, commented on the project.

The Commission's discussion included the signage, updated changes from the LPA Meeting, a letter from the Commission to Martin County and the Florida Department of Transportation about the possibility of a blinker light.

PUBLIC COMMENT:

1. Loyd Navala - Stuart; Concerns about landscaping, air quality, and architectural rendering not fitting and stated the colors are nice, wished they were more Florida.
2. Peg Konnick - Jensen Beach; Concerned about the traffic, monument signage, coastal elevation, and landscaping.
3. Ron Marcucci - Jensen Beach; Windemere Association President, reimbursement concerns, easement, legal issues to close Windemere Drive entrance.
4. Jenn Costantini - Jensen Beach; Commented on traffic concerns, hours of the business and children in the area.

**6:02 PM MOTION: Approval to be transmitted to the next meeting April 13th, 2026, meeting.**
**7:02 PM MOTION: Amend to move to second reading and the Interim City Manager will put it on the agenda when ready.**
**MOVED BY: Eula Clarke**
**SECONDED BY: Campbell Rich**
**Motion approved unanimously. 7:04**

***** Recess 7:04 PM *****
***** Reconvene 7:16 PM *****

## DISCUSSION AND DELIBERATION

**14.** REQUEST FOR ATTORNEY-CLIENT "SHADE" MEETING - POLK STREET HOTEL, INC. VS. CITY OF STUART

City Attorney Baggett requested and received authorization to schedule the Shade Meeting for January 26th, 2026, at 3:30 p.m.

**15.** CITY OF STUART MAGISTRATE DISCUSSION

City Attorney Baggett provided information on the Magistrates for the City, noting that the primary Magistrate, Paul Nicoletti, has stepped down and is willing to serve as an alternate. Fees per hour of Magistrates include; Torcivia $200, Lashley, $375, and Nicoletti $400. Requested Commission to make a selection, primary and alternate for a Resolution at the next meeting.

**16.** DISCUSS RECRUITMENT PROCESS FOR THE EMPLOYMENT OF A CITY MANAGER; FINALIZING THE UPDATED JOB DESCRIPTION; ESTABLISHING TARGET DATES; AND DETERMINING A SALARY RANGE

Interim City Manager reviewed the new City Manager job description, brochure, and salary range for the employment contract.

Commissioners discussed salary, qualifications, education, and comparables.

Roz Johnson Strong, Human Resource Director, provided information on the comparables of Degrees, and salary data.

Commissioners discussed the package that would be included in the contract.

Interim City Manager reviewed the planned timeline, and if the ad went out tomorrow, we would have a deadline of receiving all applications by 5 p.m. on February 3rd, 2026. Once applications are reviewed, the number of applications would be on the February 9th agenda. Once we pair down to a short list, the applications would then come back to a Special Commission Committee meeting on Friday 13th, 2026. The Interim City Manager would have a placeholder on February 23rd, 2026, with the short list for interview decision, then another placeholder on March 9th, 2026, for the awarded applicant. The City Attorney Baggett would then receive approval to negotiate. Final meeting on March 23rd, 2026, to finalize the hiring of the new City Manager.

**ADJOURNMENT**

8:00 PM

**Mary R. Kindel, City Clerk** **Christopher Collins, Mayor**

**Minutes to be approved at the Regular Commission Meeting this 26th day of January, 2026.**

**MINUTES**
**SPECIAL MEETING OF THE STUART CITY COMMISSION – 2026 MAYOR GOALS**
**JANUARY 13, 2026**
**AT 1:00 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**

## ROLL CALL

1:00 PM

## PLEDGE OF ALLEGIANCE

## APPROVAL OF AGENDA

N/A

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

1. Caryn Hall - Stuart; Thanked the Mayor for putting this together and spoke about the Commission Meeting on 01/12/2026 and previous commissioners.
2. William Rudge - Stuart; Thanked the Mayor for doing this and stated that perhaps these meetings could be done at a later time so people who are at work can attend the meeting. Also asked for a status update on the accountability of things he has previously asked for.
3. Frank McChrystal - Stuart; Spoke about the training burn center that the Fire Department will be using at the airport location.

## DISCUSSION AND DELIBERATION

**1.** 2026 MAYOR'S GOALS; INDIVIDUAL MEETINGS BETWEEN THE MAYOR AND COMMISSIONERS TO DISCUSS PRIORITIES AND GOALS.

1:00 – 2:00 PM MAYOR COLLINS AND COMMISSIONER GIOBBI
2:00 – 3:00 PM MAYOR COLLINS AND COMMISSIONER CLARKE
3:00 – 4:00 PM MAYOR COLLINS AND COMMISSIONER RICH
4:00 – 5:00 PM MAYOR COLLINS AND VICE-MAYOR REED

**Commissioner Giobbi Items**

Thanked the Mayor for convening the meeting and for encouraging public engagement.

- Discussed the use of the Half-Cent Sales Tax, recommending:

- Identifying and acquiring properties to preserve green space for residents.
- Designating and protecting historic properties.
- Limiting development impacts on designated historic sites.

- Addressed traffic study requirements, recommending:

- Traffic studies be conducted within a defined timeframe relative to the application.
- Avoiding reliance on studies that are several years old.
- Conducting studies during peak traffic hours, peak seasonal months, and while schools are in session.
- Requiring updated traffic studies when projects experience significant delays prior to construction.

- Suggested the City reevaluate impact fees, noting:

- Current impact fees may be outdated.
- Construction often occurs years after application submission.
- Mayor Collins inquired about review timing, and City Attorney Baggett indicated impact fees are typically reviewed every three to five years, with staff to confirm.

- Expressed concern regarding homeless women and children within the local community, including:

- Interest in exploring ways to assist local populations.
- Referenced potential Salvation Army projects providing housing and supportive services.
- Suggested possible City or CRA support, including financial assistance.
- Mayor Collins noted that state funding or bond opportunities could be explored.

- Requested Commission notification of Live Local Act development applications, particularly those involving 40% affordable housing:

- City Attorney Baggett explained applications are processed administratively through development orders and land use restriction agreements.
- Emphasized the importance of Commission awareness.
- Requested consideration of a tracking or monitoring mechanism similar to that used by the County.

- Emphasized the importance of continued public engagement, including:

- Educating residents on City operations and staff roles.
- Increasing transparency regarding how City services are provided and funded.

- Discussed Boat Show road closures and traffic concerns, noting:

- Reports of blocked access for residents.
- Requested coordination with the Police Department for increased presence during peak commute hours.
- Suggested reviewing traffic management improvements for future events.

**Mayor Collins Goals**

**Referendum Items / Land Preservation**

- Discussed the potential for placing the two-acre parcel north of the bridge into permanent conservation.

- City Attorney Baggett explained the need to amend the existing Interlocal Agreement with the County, which originally contemplated commercial development to help fund conservation.

- Noted that:

- No acceptable commercial proposals have been approved in over 10 years.
- The City has successfully funded conservation maintenance through general funds.

- Proposed combining the two-acre parcel with the larger conservation area.

- Noted strong neighborhood opposition to prior apartment development concepts.

- Identified a referendum as a long-term protection mechanism.

**Sailfish Ballfields Preservation**

- Expressed concern about future development pressure on Sailfish Ballfields, particularly related to potential Brightline impacts.

- Suggested requiring a voter referendum before any redevelopment of the site.

- Discussed exploring historic designation for all or part of the property as an additional protection.

- Stated that a referendum provides the strongest safeguard against future redevelopment.

City attorney clarified that while the Commission approves referendum language and explanatory text, the City may not advocate, lobby, or advertise for or against a referendum.

**Brightline / Courthouse Parking**

- Raised concerns regarding parking impacts associated with Brightline, including courthouse parking needs.
- Requested a proactive, comprehensive review of the parcel and parking implications before any approvals occur.
- Emphasized the importance of preparation rather than reactive decision-making.

**Willoughby Boulevard Extension**

- Discussed the Willoughby Boulevard extension project.

Commissioner Giobbi and Mayor Collins expressed support for pursuing a “no-build” letter to FDOT and noted changes in FDOT staffing and the need to reestablish communication.

**Pond Management / Spraying Alternatives**

- Referenced a prior pilot program at the Poppleton Creek Pond evaluating alternatives to chemical spraying.
- Discussed results involving mechanical removal, interplanting, and other methods.
- Requested revisiting prior recommendations and exploring updated non-spray management options.
- Commissioner Giobbi and Mayor Collins expressed interest in reviewing new approaches and data.

**Staff Rate Increases / COLA Transparency**

- Raised concerns regarding across-the-board cost-of-living adjustments (COLA) for staff.
- Noted significant increases in recent years (7% and 10%).
- Mayor Collins requested transparency with a presentation to the commission and a clear rationale tied to the increases. Would like the Commission to approve increases rather than leaving it to the City Manager's discretion.
  Commissioner Giobbi agreed and stated personal opposition to accepting her own raise during budget cuts this past budget cycle.

**Backyard Hens**

- Discussed allowing backyard hens under limited conditions.

- Commissioner Giobbi supports with limitations on the number of hens, setbacks from property lines, and no roosters.

**Half-Cent Sales Tax Priorities**

- Emphasized use of funds consistent with Florida Statutes, including:

- Land acquisition for conservation, recreation, and parks.
- Environmental and water quality-related projects.

Mayor Collins suggested Ruth do a presentation on statutory limitations and permissible uses

Commissioner Giobbi supported prioritizing green space and pocket parks.

Baker Creek / Haney Creek Trailhead

- Expressed interest in creating a passive trailhead and boardwalk system.
- Referenced prior conceptual planning for a natural trail with minimal maintenance.
- Emphasized family accessibility and recreation opportunities.

Commissioner Giobbi supported this idea.

**Future City Hall and Current City Hall Site**

- Discussed long-term vision for the Wells Fargo site.
- Expressed opposition to apartment development.
- Preservation and expansion of green space.
- Integration with Memorial Park.
- Surface parking improvements and beautification.
- Noted that designating the current City Hall site as a park would prevent future residential development.
- Emphasized less intensive development and aesthetic improvements.

***** RECESS 1:58 PM *****
***** RECONVENED 2:01 PM *****

Mayor Collins and Commissioner Clarke

**Referendum Items**

- Discussed the two acres north of the bridge and interest in placing the property into conservation.

- Commissioner Clarke stated she would support conservation and referenced prior discussion regarding trail access and parking considerations.

- Discussed Sailfish Ballfields, noting concerns that potential Brightline development pressure could lead to transit-oriented development.

Mayor Collins stated that any redevelopment should require voter approval via referendum. Commissioner Clarke expressed support for the concept but stated she would want to review the referendum language and hear public input before proceeding.

**Parking / Brightline**

- Discussed the courthouse parking parcel and whether the City should proactively evaluate parking impacts related to Brightline rather than avoid parking requirements.

Commissioner Clarke stated she believes parking is currently adequate but agreed to continued discussion regarding parking impacts, including the potential need for a parking garage in the future.

**Willoughby Boulevard Extension**

- Discussed the Willoughby Boulevard Extension, including its history in transportation planning and the need to carefully review potential impacts.

**Spraying and Pond Management**

- Discussed prior pond management pilot programs aimed at reducing chemical spraying.
- Commissioner Clarke expressed support for reviewing Joe Gulio's recommendations and evaluating associated costs and next steps.

**Staff Rate Increases / COLA**

- Discussed non-union staff COLA and rate increases, which are currently set at the discretion of the City Manager.

- Mayor Collins suggested greater transparency, including a Commission presentation explaining the rationale for proposed increases.
- Commissioner Clarke stated that City Management should retain discretion but would consider the proposal.

**Backyard Hens**

- Discussed backyard hens, noting prior references in the urban code.
- Mayor Collins stated interest in considering backyard hens with limitations.
- Commissioner Clarke stated she is open to public discussion on the issue.

**Half-Cent Sales Tax**

- Discussed using a portion of Half-Cent Sales Tax funds to establish trailheads and light infrastructure.
- Commissioner Clarke stated she would be open to discussing appropriate uses consistent with statute.

**Green Space / Pocket Parks**

- Discussed acquiring properties to create pocket parks and additional green space throughout the City.

**Future and Current City Hall Sites**

- Discussed the future and current City Hall sites, including preserving green space as an extension of Memorial Park.
- Commissioner Clarke stated she would like portions of the site to be income-producing, while maintaining significant green space.
- Mayor Collins stated that Candace will provide a future presentation on site planning options.

***** RECESS 3:00 PM *****
***** RECONVENED 3:11 PM *****

Mayor Collins announced that a meeting scheduled for 3:00 p.m. with Commissioner Rich will not occur due to Commissioner Rich's absence.

***** RECESS 3:12 PM *****
***** RECONVENED 4:00 PM *****

Vice Mayor Reed and Mayor Collins

**Open Government / Transparency**

- Vice Mayor Reed stated his priority is open government and transparency, including:

- Posting emails on the City website.
- Expanding online public access to information (including improving the website and searchability).
- Making code enforcement information more accessible online (similar to the County).

- Vice Mayor Reed stated that magistrate fines and hearings should be clearly public-facing, and the Commission should be aware of outcomes.

- Deputy Clerk Susej Meleqi noted magistrate hearings are public and livestreamed, and recordings are available via the City's YouTube page; Vice Mayor Reed supported having hearings more clearly published/saved in a way that is easier for the public to access.

- Vice Mayor Reed expressed concerns that some City matters are being dragged on too long, and suggested certain longstanding issues may require review by:

- An internal individual/department, or an outside firm.
- He referenced "Stancavich" as an example of a matter needing review.

**Parking / Downtown Character**

- Vice Mayor Reed stated he is not in favor of a parking garage, noting it would change the character and dynamics of Stuart.
- Discussion included the need to evaluate parking impacts holistically, especially as it relates to future projects/events.

**Support for Mayor's Goals**

- Vice Mayor Reed stated he supports the Mayor's goals, including the following topic areas:

**- Referendum Items**
**- Two acres north of the bridge:** interest in placing into conservation.
**- Sailfish Ballfields:** concern Brightline could increase development pressure; support for referendum if redevelopment is proposed.
**- Courthouse/Brightline Parking:** support for reviewing impacts.
**- Willoughby Extension:** discussion included support for a no-build approach.
**- Spraying and Pond Management:** support for exploring alternatives and reviewing cost.
**- Staff Rate Increases / COLA:** support for increased transparency and discussion.
**- Backyard Hens:** open to discussion and regulation.
**- Half-Cent Sales Tax:** support for allowable uses.
**- Land Acquisition:** interest in acquiring property to create pocket parks and green space.

**Current & Future City Hall Site**

Vice Mayor Reed stated:
**- No parking garage** should be pursued at either the current or future City Hall-related

sites.
**- Current City Hall site:** interest in a commercial extension, maintaining parking, and maximizing green space.
**- Future City Hall (Wells Fargo) site:** open to commercial use, but not supportive of mixed-use development and emphasized maintaining adequate parking and green space.

**Public Safety / 911 Calls / Fees**

- Discussion included 911 call volume and dispatch costs, and whether there are fee mechanisms for repeated calls.
- City Attorney noted the City's code includes a structure where three false alarms may trigger fees and enforcement mechanisms through code enforcement.

**Chickens / Neighborhood Identification**

- Vice Mayor Reed referenced prior discussions on backyard hens, designations, and the need for clarity/consistency and public-facing information.

- Discussion included the concept of neighborhood identification (signage/pride/visibility of neighborhoods).

**CRA Discussion**

- Discussion included reviewing potential CRA expansion and broader conversation about CRA impacts on tax base and development.

- Vice Mayor Reed stated he is not opposed to discussing the CRA broadly, including the concept of whether a CRA remains the best tool long-term, while also acknowledging the role additionally in addressing blight and affordability.

**Baker Road / Haney Creek Trail**

- Vice Mayor Reed expressed support for the Baker Road / Haney Creek trailhead concept, with potential alignment to allowable half-cent sales tax uses.

**Traffic Studies**

- Vice Mayor Reed commented that he has never seen a traffic study "fail" and questioned the practical impact of traffic study ratings, asking why they are required if they do not affect approvals.

**Impact Fees**

- Vice Mayor Reed stated developers typically pass impact fees to consumers and that higher fees could increase unpermitted work.

- Mayor Collins asked City Attorney Baggett/Lee to evaluate whether impact fees can be revisited before the standard review cycle.

**Homelessness / Salvation Army**

- Discussion referenced Commissioner Giobbi's earlier comments and the Salvation Army.
- Mayor Collins noted the City cannot "pick and choose" selectively and acknowledged the complexity of funding and policy consistency.

**Boat Show**

- Vice Mayor Reed stated the Boat Show should remain, while acknowledging traffic concerns during the event period.

**Development Department / Process Improvements**

- Vice Mayor Reed compared City and County development review processes and suggested the City process could be improved by:

- Providing consolidated department comments earlier (rather than repeated back-and-forth)
- Establishing clearer deadlines/timelines for certain application types (e.g., administrative variances).

- Vice Mayor Reed stated he has spoken with the Development Director; Mayor Collins encouraged further detailed discussion with her.
- Discussion included that Municode review and updates could help address process clarity; development staff reportedly have internal notes on needed revisions.
- Brief discussion included form-based code context.

Vice Mayor Reed Town Hall

- Vice Mayor Reed announced a Town Hall Meeting the following day to review local government topics including:

- agenda packets/agendas
- website navigation
- Municode
- form-based code
- ways for residents to get involved

**Public Engagement Clarification**

- Vice Mayor Reed requested clarification regarding Commissioner Giobbi's comments on engaging the public.

- Mayor Collins stated his understanding was that she was interested in increasing public familiarity with City operations and staff.

PUBLIC COMMENT:

1. John Hatch - President of the Fire Union, spoke regarding exploring funding strategies for training facilities, including potential use of CRA funds (within restrictions) and other funding opportunities.
2. Caryn Hall - Stuart; requested information on Stuart Main Street funding and benefits.

- Mayor Collins explained the City's partnership and services provided (Rockin' Riverwalk, Flagler Center operations/rentals, Green Market), and noted Main Street's operations rely in part on donations and outside support.

- Vice Mayor Reed stated outsourcing is often more efficient than adding City staff and expressed interest in bringing back community events like Dancing in the Streets. Both suggested staff provide updated information on programming and the partnership.

- Discussion included a suggestion about relocating a train crossing nearer a signalized intersection by Alice Street (conceptual discussion).

- Discussion included CRA-related streetscape concerns; Vice Mayor Reed stated that narrowing roads does not necessarily slow traffic and may increase aggressive driving behavior.

**Budget Workshop / Financial Transparency**

- Vice Mayor Reed stated he would like improvements to budget workshop process and transparency, including:

- Department heads presenting their budgets and in an earlier timeframe (not only the City Manager/Finance).
- Listing full-time employee counts by department in budget documents.
- Greater transparency regarding costs/benefits such as take-home vehicles and other expenses.

**ADJOURNMENT**

4:58 PM

**Mary R. Kindel, City Clerk** **Christopher Collins, Mayor**

**Minutes to be approved at the Regular Commission Meeting this 26th day of January, 2026.**

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

**Meeting Date:** 1/26/2026 **Prepared by:** Susej Meleqi

**Title of Item:**
APPOINTMENT OF CRB BOARD MEMBERS TO THE CRA (RC):

RESOLUTION No. 09-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING PHILIP DEBERARD AND FREDERICK JAMES TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA); FULFILLING THE TWO BOARD MEMBER SEATS FROM THE COMMUNITY REDEVELOPMENT BOARD (CRB) AS REQUIRED PER CODE OF ORDINANCES, CHAPTER 2, SECTION 2-111 FOR THE CURRENT TERM FROM PRESENT TO DECEMBER 31, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**
Chapter 2 of the Code of Ordinances, Division 5 - Sec. 2-111. states:
(a)The CRA shall be made up of the currently elected city commissioners and two current members of the city's community redevelopment board ("CRB"). On an annual basis, the CRB shall recommend two current CRB board members to serve on the CRA for the city commission's approval.

As a result of the board reorganization conducted at the December 8, 2025 City Commission Meeting, Mark Brechbill is no longer serving on the CRB and subsequently, the CRA. At the January 6, 2026 Community Redevelopment Board (CRB) meeting, the Board approved a motion to nominate Philip DeBerard and Frederick James for appointment to the Community Redevelopment Agency (CRA). The City Commission will consider and vote on these appointments at the January 26, 2026, Regular City Commission Meeting.

**Funding Source:**
N/A

**Recommended Action:**
Approve Resolution No.09-2026.

**ATTACHMENTS:**
1. R09-2026 CRA Appointment; Philip DeBerard & Frederick James
2. CRA Code for Board Members

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

**RESOLUTION NUMBER 09-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING PHILIP DEBERARD AND FREDERICK JAMES TO THE COMMUNITY REDEVELOPMENT AGENCY; FULFILLING THE TWO BOARD MEMBER SEATS FROM THE COMMUNITY REDEVELOPMENT BOARD AS REQUIRED PER CODE OF ORDINANCES, CHAPTER 2, SECTION 2-111 FOR THE CURRENT TERM FROM PRESENT TO DECEMBER 31, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * * *

**WHEREAS**, the City Commission, plus two members of the Community Redevelopment Board (CRB), shall be the Community Redevelopment Agency (CRA) for the City, in accordance with F.S. § 163.357. The City Commission shall appoint two members of the CRB to serve as members of the CRA; and

**WHEREAS**, the CRB met on January 6, 2026 and recommended Board Members Philip DeBerard and Frederick James to serve on the CRA.

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

**SECTION 1:** The City Commission appoints Philip DeBerard and Frederick James to the CRA until December 31, 2026.

**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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA R. CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMPBELL RICH, COMMISSIONER | | | | |

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

Sec. 2-110. - General.

(a) The Stuart Community Redevelopment Agency ("CRA") is established as provided by part II, chapter 32, article VI, division 1 of the City of Stuart's Code of Ordinances, and the Florida Community Redevelopment Act of 1969, F.S. § 163.330 et seq. The CRA shall constitute a legal entity, separate, distinct, and independent from the city commission.

(b) The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the city, as proscribed in section 3.00.00 Stuart Land Development Code, consistent with the City of Stuart Community Redevelopment Plan adopted by the city commission in Resolution No. 16-02, dated August 12, 2002, as such plan may from time to time be amended.

(c) Unless otherwise noted in this section of Stuart Code of Ordinances, the terms used herein shall have the same meaning as defined in F.S. § 163.340, as may be amended from time to time.

(d) All sections of division 1, generally, hereinabove are hereby incorporated as if set forth herein this division.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Sec. 2-111. - Membership and officers.

(a) The CRA shall be made up of the currently elected city commissioners and two current members of the city's community redevelopment board ("CRB"). On an annual basis, the CRB shall recommend two current CRB board members to serve on the CRA for the city commission's approval.

(b) Members of the CRA shall serve annual terms. In no event shall any member serve beyond the length of their city commission term or CRB term.

(c) Nomination and election of officers shall occur at the annual reorganization meeting of the CRA. The reorganizational meeting shall occur after the annual reorganization meeting of the city commission.

(d) Regular officers of the CRA shall be a chair and a vice-chair who shall be appointed by the CRA at its annual reorganization meeting.

(e) The chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required. The vice-chair shall preside at any meeting wherein the absence, disqualification, resignation or death or disability of the chair or at the chair's direction.

(f) Upon a vacancy in the office of chair and/or vice-chair, the CRA members shall select one of them to fill the position at the next scheduled meeting following the creation of the vacancy.

(g) The City of Stuart's CRA director shall serve as the senior staff person and liaison to the CRA.

(h) The city Clerk, or his/her designee, shall act as a secretary of the CRA and as such shall prepare CRA agendas, be the custodian of all books and records of the CRA, keep the minutes and a recording of all votes of the CRA's meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the CRA.

(i) The City of Stuart's director of finance shall serve as the treasurer of the CRA to keep financial records of the CRA and administer the CRA's budget; shall keep full and accurate accounts and receipts and disbursements of the CRA; shall have custody of all funds of the CRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by the CRA.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Sec. 2-112. - Duties and responsibilities.

(a) *Authorized actions.*

(1) The CRA is authorized to carry out all community redevelopment and related activities specified in F.S. §§ 163.358 and 163.370; with the exception of:

a. The power to authorize the issuance of revenue bonds as set forth in F.S. § 163.385; and

b. The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. § 163.370(4)(a) and the power to assume the responsibility to bear loss as provided in F.S. § 163.370(4)(b).

(2) The foregoing specifically enumerated powers shall be retained by the city commission.

(3) The CRA may recommend to the city commission amendments to this division.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Sec. 2-113. - Meetings; conduct of business.

(a) Regular meetings shall be held as necessary in the city commission chambers at the city hall of Stuart. No meeting will be convened in the event there is no matter to be considered by the CRA.

(b) Special meetings may be held at the discretion of the CRA as necessary. Special meetings may be called by the CRA director, by any two members of the CRA, or by the chair by requesting the CRA director give notice of such special meetings in compliance with the City of Stuart's Code of Ordinances.

(c) The CRA shall follow the order of business as set forth in the noticed agenda for the respective meeting. The order of business may be suspended by a majority vote of the present members.

(d) A quorum of the CRA shall be four members. Four affirmative votes shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each member.

(e) No member of the CRA shall represent a client before the CRA in any matter that will be considered by the CRA.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

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

**Meeting Date:** 1/26/2026 **Prepared by:** Lee Baggett

**Title of Item:**
UTILITIES EASEMENT — HANGAR #10 AT WITHAM FIELD AIRPORT (RC):

RESOLUTION No. 08-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A UTILITIES EASEMENT GRANTED BY MARTIN COUNTY, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PARTIAL RELEASE OF NON-EXCLUSIVE WATER AND SEWER EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND MARTIN COUNTY, FLORIDA RELATED TO HANGAR #10 LOCATED AT WITHAM FIELD AIRPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**
Pursuant to Section 42-791 of the City's Code of Ordinances, no facilities shall be installed and/or accepted by the City for maintenance unless such facilities are located within a public right-of-way or a dedicated easement.

Martin County, Florida, is the fee simple owner of real property located at Witham Field Airport, 2240 SE Witham Field Drive, Stuart, Florida 34996.

On September 25, 2012, the City of Stuart, Florida entered into a Non-Exclusive Water and Sewer Easement with Martin County for the construction, operation, maintenance, repair, replacement, and ownership of water and sewer lines and related appurtenances within the easement premises.

Subsequently, a project known as Hangar #10 at Witham Field Airport was constructed within the utilities easement and above the City of Stuart–owned and maintained infrastructure and utilities.

To accommodate the construction of Hangar #10, Martin County installed new utilities infrastructure to reroute the existing utilities around the hangar. On September 9, 2025, Martin County granted the City a new utilities easement for the rerouted utilities infrastructure located outside of Hangar #10.

By executing the partial release, the City of Stuart will no longer own, maintain, or be responsible for the utilities infrastructure located beneath Hangar #10.

**Funding Source:**
N/A

**Recommended Action:**
Move to Approve Resolution 08-2026.

**ATTACHMENTS:**
1. R08-2026 Acceptance of Utility Easement and Auth to Execute Partial Release of Utility Easement with MC re Hangar 10 Witham Field
2. Easement (9-25-2012) OR BK 2664 PG 1888
3. Recorded Utility Easement Agreement
4. Partial Release of Non-Exclusive Water & Sewer Easement

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

**RESOLUTION NUMBER 08-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A UTILITIES EASEMENT GRANTED BY MARTIN COUNTY, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PARTIAL RELEASE OF NON-EXCLUSIVE WATER AND SEWER EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND MARTIN COUNTY, FLORIDA RELATED TO HANGAR #10 LOCATED AT WITHAM FIELD AIRPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS**, pursuant to Section 42-791 of the City's Code of Ordinances, no facilities will be installed and/or accepted by the City for maintenance unless the facilities are in a public right-of-way or dedicated easement; and

**WHEREAS**, Martin County, Florida is the fee simple owner of real property located at Witham Field Airport, 2240 SE Witham Field Drive, Stuart, Florida, 34996; and

**WHEREAS**, the City of Stuart, Florida entered into a Non-Exclusive Water and Sewer Easement with Martin County on September 25, 2012, for the construction, operation, maintenance, repair, replacement and ownership of water and sewer lines and appurtenances within the Easement Premises; and

**WHEREAS**, currently a project known as Hangar #10 at Witham Field Airport has been constructed within the subject utilities easement and atop of City of Stuart owned and maintained infrastructure and utilities; and

**WHEREAS**, Martin County had new utilities infrastructure installed so as to reroute the utilities infrastructure around Hangar #10; and

**WHEREAS**, on September 9, 2025, Martin County granted the City a new utilities easement for the new, rerouted utilities infrastructure redirected around Hangar #10; and

**WHEREAS**, the City of Stuart will no longer own, maintain and/or be responsible for the utilities infrastructure located under Hangar #10; and

**WHEREAS**, the City Commission believes that it is in the best interest of the City of Stuart to enter into and execute the Partial Release of Non-Exclusive Water and Sewer Easement with Martin County, Florida.

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

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

**SECTION 2:** The dedicated utilities agreement granted by Martin County, Florida at Hangar #10 at Witham Field Airport on September 9, 2025 is hereby formally accepted. In addition, the Mayor is authorized to execute the Partial Release of Non-Exclusive Water and Sewer Easement, subject to review and approval of the City Attorney, with Martin County, Florida.

**SECTION 3:** This resolution shall take effect immediately upon adoption.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA R. CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMPBELL RICH, COMMISSIONER | | | | |

ADOPTED this 26th 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

INSTR # 2406296
OR BK 2664 PG 1888
(10 Pgs)
RECORDED 07/18/2013 09:58:55 AM
CAROLYN TIMMANN
MARTIN COUNTY CLERK

# NON-EXCLUSIVE WATER AND SEWER EASEMENT

THIS NON-EXCLUSIVE WATER AND SEWER EASEMENT executed and delivered this 25th day of September, 2012, by and between MARTIN COUNTY, a political subdivision of the State of Florida, whose post office address is 2401 S.E. Monterey Road, Stuart, Florida (hereinafter the "Grantor"), and the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "Grantee").

WITNESSETH

WHEREAS, Grantor intends to grant a non-exclusive water and sewer easement (the "Easement") to Grantee on that certain land described on Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), subject to certain terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of Ten AND NO/100 DOLLARS ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee the Easement across and under the Easement Premises, subject to the following:

1. **Purposes and Permitted Uses.** The purpose of the Easement is to provide Grantee, its agents and employees, access to and use of the Easement Premises for the construction, operation, maintenance, repair, replacement and ownership of water and sewer lines and appurtenances by the Grantee within the Easement Premises.

2. **Prohibition of Assignment.** Grantee shall not assign this Easement without the express, written consent of the Martin County Board of County Commissioners. Any attempt to assign the Easement without the required consent shall nullify the Easement and all rights thereto.

3. **Grantor's Rights.** The Grantor shall retain all rights over and upon the Easement Premises for paving, drainage, utilities, airport functions, and any other use which does not conflict with Grantee's use.

4. **Notice, Approval and Restoration of Easement Premises.** Prior to accessing the Easement Premises, the Grantee shall notify the Air Traffic Control Tower and the Airport Director or his designee, and receive approval to access the Easement Premises. The Grantee agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantor. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board on the day and year first above written.

Board of County Commissioners
Martin County, Florida, as Grantor

ATTEST:
Marsha Ewing by Heidi Townsend
Marsha Ewing, Clerk

Edward V. Ciampi, Chairman

Approved as to Form and Correctness:

Stephen Fry
County Attorney

Acknowledged and Accepted:
The City of Stuart, Florida, a municipal Corporation of the State of Florida, as Grantee

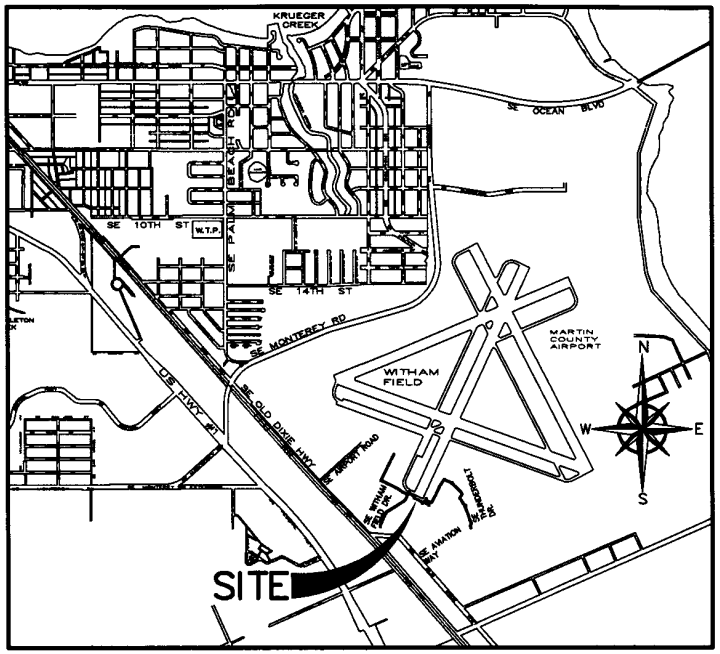
ATTEST:
Cheryl White, Clerk

By: James A. Christie, Jr.
James Christie, Jr., Mayor

Approved as to form and Correctness:

Michael Durham, City Attorney

EXHIBIT "A"




LOCATION MAP
(NOT TO SCALE)

## SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°20'44"E ALONG THE WEST LINE OF SECTION 10–38–41, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 8.

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| ℄ | CENTERLINE | P.O.T. | POINT OF TERMINUS |
| NO. | NUMBER | RNG. | RANGE |
| F.E.C. | FLORIDA EAST COAST | SEC. | SECTION |
| P.L.S. | PROFESSIONAL LAND SURVEYOR | S.R. | STATE ROAD |
| | | TWP. | TOWNSHIP |
| P.O.B. | POINT OF BEGINNING | U.E. | UTILITY EASEMENT |
| P.O.C. | POINT OF COMMENCEMENT | | |

## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JANUARY 26, 2012, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

STATE OF FLORIDA

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

| | | | | |
|---|---|---|---|---|
| SHEET NO. 1 OF 8 SHEETS<br>PROJECT NO. 10–20 A | DATE / REVISIONS<br>02/15/12 REVISED PER CLIENT COMMENTS<br>05/25/12 EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION<br>06/05/12 REVISED PER MARTIN CO. COMMENTS | A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL<br>SKETCH AND LEGAL DESCRIPTION<br>UTILITY EASEMENT | DATE 01/26/2012<br>SCALE NOT TO SCALE<br>FIELD BK.<br>DRAWING BY D.B.<br>CHECKED BY E.A.L. | BETSY LINDSAY, INC.<br>SURVEYING AND MAPPING<br>7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997<br>(772)286-5753 (772)286-5933FAX<br>LICENSED BUSINESS NO. 6852 |

\\tsclient\S\10projects\10-20vaught\easement\SL-UTIL-EXISTING.dwg, UTILITY ESMT (1), 6/5/2012 8:30:33 AM, XPMUser

# LEGAL DESCRIPTION

A 15.00 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF THE WITHAM FIELD AIRPORT PROPERTY LYING IN A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND THE HANSON GRANT, MARTIN COUNTY, FLORIDA, LYING 7.5 FEET ON EACH SIDE OF THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

UTILITY EASEMENT NO. 10
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N00°20'44"E ALONG THE WEST LINE OF SAID SECTION 10 FOR A DISTANCE OF 2,197.93 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE F.E.C. RAILWAY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) S42°00'14"E, A DISTANCE OF 831.51 FEET; (2) S41°59'52"E, A DISTANCE OF 3,410.63 FEET; THENCE N48°00'08"E, A DISTANCE OF 375.48 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. A1A, BEING ON THE SOUTHWESTERLY BOUNDARY LINE OF THE WITHAM FIELD AIRPORT PROPERTY AND THE POINT OF BEGINNING; THENCE N09°33'16"W, A DISTANCE OF 36.55 FEET; THENCE N25°15'52"E, A DISTANCE OF 246.99 FEET TO POINT J; THENCE CONTINUE N25°15'52"E, A DISTANCE OF 37.54 FEET; THENCE N58°02'01"E, A DISTANCE OF 422.91 FEET; THENCE N31°44'58"E, A DISTANCE OF 66.78 FEET; THENCE N26°11'59"E, A DISTANCE OF 72.68 FEET TO POINT A; THENCE N27°33'42"E, A DISTANCE OF 29.49 FEET TO POINT B; THENCE CONTINUE N27°33'42"E, A DISTANCE OF 4.19 FEET; THENCE N00°58'02"E, A DISTANCE OF 10.37 FEET; THENCE N25°50'10"E, A DISTANCE OF 30.13 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:
UTILITY EASEMENT NO. 11
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT A; THENCE N63°59'22"W, A DISTANCE OF 118.22 FEET; THENCE N54°18'42"W, A DISTANCE OF 110.98 FEET; THENCE N61°37'55"W, A DISTANCE OF 62.90 FEET; THENCE N64°14'34"W, A DISTANCE OF 307.47 FEET; THENCE N26°29'22"E, A DISTANCE OF 584.30 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 12
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT B; THENCE S63°20'53"E, A DISTANCE OF 131.89 FEET; THENCE S23°57'53"W, A DISTANCE OF 35.26 FEET; THENCE S64°42'09"E, A DISTANCE OF 205.10 FEET TO POINT C; THENCE CONTINUE S64°42'09"E, A DISTANCE OF 23.31 FEET; THENCE N25°09'21"E, A DISTANCE OF 3.86 FEET TO POINT D; THENCE CONTINUE N25°09'21"E, A DISTANCE OF 54.96 FEET TO POINT F; THENCE CONTINUE N25°09'21"E, A DISTANCE OF 42.45 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 13
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT C; THENCE S28°14'14"W, A DISTANCE OF 34.37 FEET TO THE POINT OF TERMINUS.

CONTINUED ON SHEET 3 OF 8

| SHEET NO. 2 OF 8 SHEETS | DATE | REVISIONS |
|---|---|---|
| PROJECT NO. 10-20 A | 02/15/12 | REVISED PER CLIENT COMMENTS |
| | 05/25/12 | EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION |
| | 06/05/12 | REVISED PER MARTIN CO. COMMENTS |

A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 01/26/2012
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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CONTINUED FROM SHEET 2 OF 8

## LEGAL DESCRIPTION

AND TOGETHER WITH:
UTILITY EASEMENT NO. 14
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT D; THENCE S63°13'40"E, A DISTANCE OF 105.73 FEET TO POINT E; THENCE CONTINUE S63°13'40"E, A DISTANCE OF 98.67 FEET; THENCE S09°24'45"E, A DISTANCE OF 21.42 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 15
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT E; THENCE S22°20'03"W, A DISTANCE OF 15.89 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 16
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT F; THENCE S65°40'08"E, A DISTANCE OF 118.49 FEET; THENCE N67°52'29"E, A DISTANCE OF 11.50 FEET; THENCE N28°26'11"E, A DISTANCE OF 188.75 FEET; THENCE N24°32'05"E, A DISTANCE OF 152.19 FEET; THENCE N32°30'39"E, A DISTANCE OF 176.72 FEET; THENCE S63°56'10"E, A DISTANCE OF 111.96 FEET; THENCE S59°45'43"E, A DISTANCE OF 51.32 FEET TO POINT G; THENCE CONTINUE S59°45'43"E, A DISTANCE OF 14.95 FEET; THENCE S46°02'04"E, A DISTANCE OF 233.21 FEET; THENCE S26°53'38"E, A DISTANCE OF 41.83 FEET; THENCE S04°52'04"E, A DISTANCE OF 21.55 FEET; THENCE S39°24'27"W, A DISTANCE OF 67.47 FEET; THENCE S02°16'45"W, A DISTANCE OF 11.29 FEET; THENCE S32°00'51"E, A DISTANCE OF 173.50 FEET; THENCE S61°32'24"E, A DISTANCE OF 13.94 FEET TO POINT H; THENCE S11°47'32"W, A DISTANCE OF 12.80 FEET; THENCE S20°48'12"E, A DISTANCE OF 162.35 FEET; THENCE S17°14'20"E, A DISTANCE OF 101.29 FEET; THENCE S22°12'30"E, A DISTANCE OF 98.09 FEET; THENCE S30°33'38"W, A DISTANCE OF 45.25 FEET; THENCE S15°42'07"E, A DISTANCE OF 54.72 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 17
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT G; THENCE N30°14'17"E, A DISTANCE OF 27.43 FEET TO THE POINT OF TERMINUS.

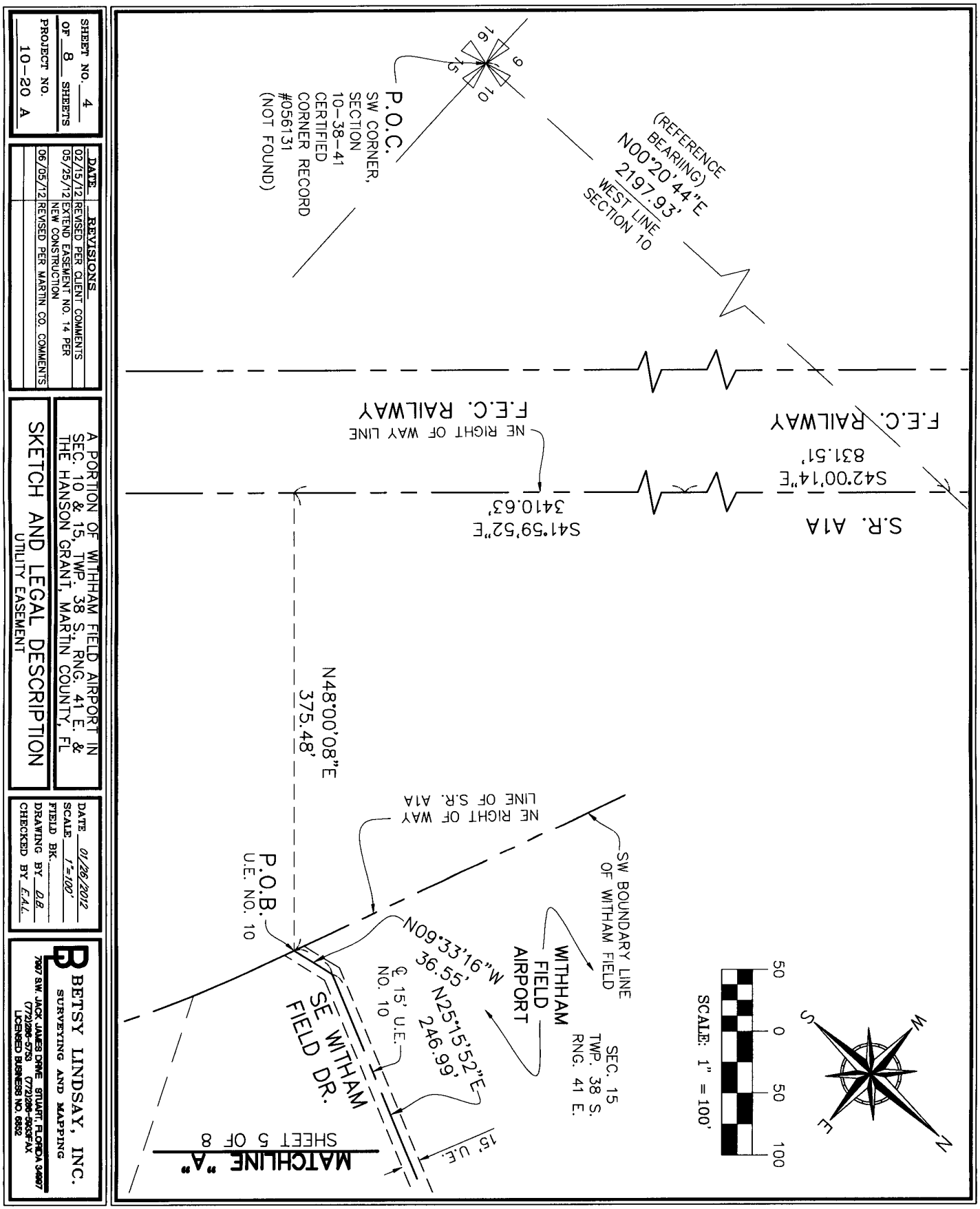
AND TOGETHER WITH:
UTILITY EASEMENT NO. 18
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT H; THENCE S87°44'35"E, A DISTANCE OF 5.25 FEET; THENCE N70°33'45"E, A DISTANCE OF 16.43 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 19
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT J; THENCE S64°44'08"E, A DISTANCE OF 18.14 FEET TO THE POINT OF TERMINUS.

SIDE LINES OF SAID EASEMENTS TO BE LENGTHENED AND/OR SHORTENED TO FORM A CONTINUOUS 15 FOOT WIDE STRIP.
SAID EASEMENT BEING THE COMBINATION OF EASEMENTS 10 THROUGH 19 INCLUSIVE.
CONTAINING 71,671 SQUARE FEET OR 1.65 ACRES MORE LESS.
SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS.

| | | | | |
|---|---|---|---|---|
| SHEET NO. 3 OF 8 SHEETS<br>PROJECT NO. 10-20 A | DATE / REVISIONS<br>02/15/12 REVISED PER CLIENT COMMENTS<br>05/25/12 EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION<br>06/05/12 REVISED PER MARTIN CO. COMMENTS | A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL<br>SKETCH AND LEGAL DESCRIPTION<br>UTILITY EASEMENT | DATE 01/26/2012<br>SCALE NOT TO SCALE<br>FIELD BK.<br>DRAWING BY D.B.<br>CHECKED BY E.A.L. | BETSY LINDSAY, INC.<br>SURVEYING AND MAPPING<br>7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997<br>(772)286-5753 (772)286-5933FAX<br>LICENSED BUSINESS NO. 6852 |

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SHEET NO. 4 OF 8 SHEETS

PROJECT NO. 10-20 A

| DATE | REVISIONS |
|---|---|
| 02/15/12 | REVISED PER CLIENT COMMENTS |
| 05/25/12 | EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION |
| 06/05/12 | REVISED PER MARTIN CO. COMMENTS |

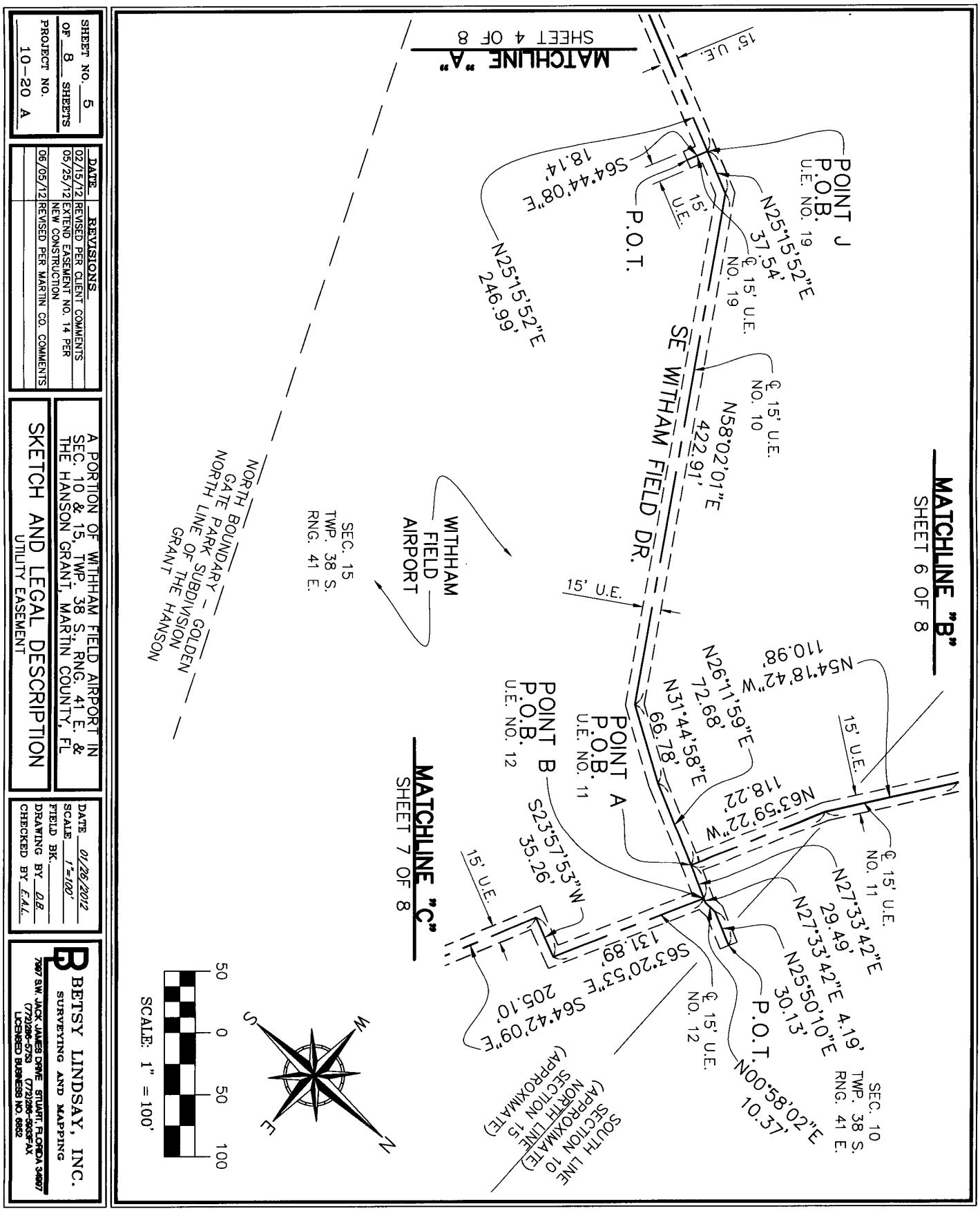
A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL

# SKETCH AND LEGAL DESCRIPTION

UTILITY EASEMENT

DATE 01/26/2012
SCALE 1"=100'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7987 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852




SHEET NO. 5 OF 8 SHEETS
PROJECT NO. 10-20 A

| DATE | REVISIONS |
|---|---|
| 02/15/12 | REVISED PER CLIENT COMMENTS |
| 05/25/12 | EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION |
| 06/05/12 | REVISED PER MARTIN CO. COMMENTS |

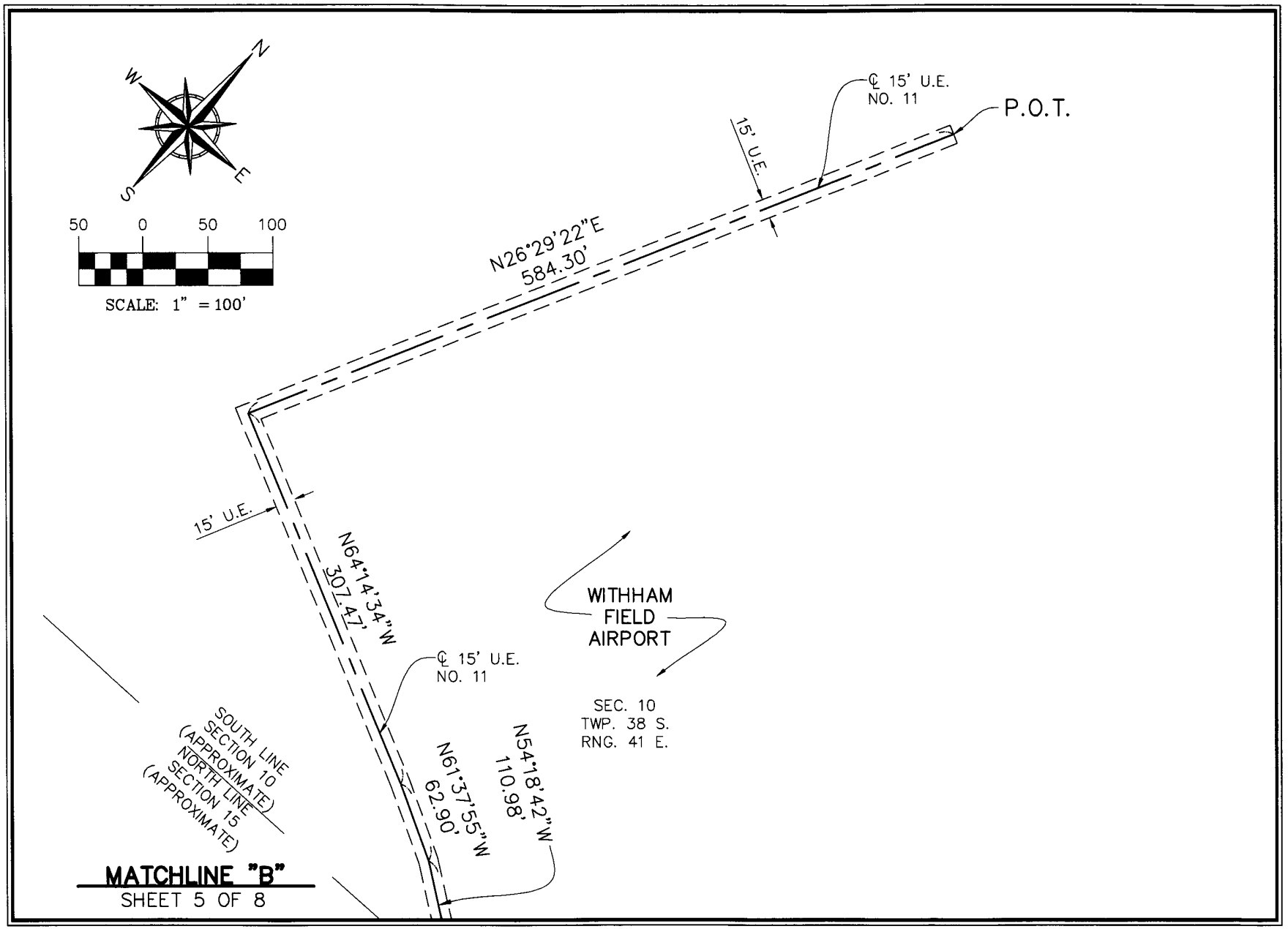
A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL

# SKETCH AND LEGAL DESCRIPTION

UTILITY EASEMENT

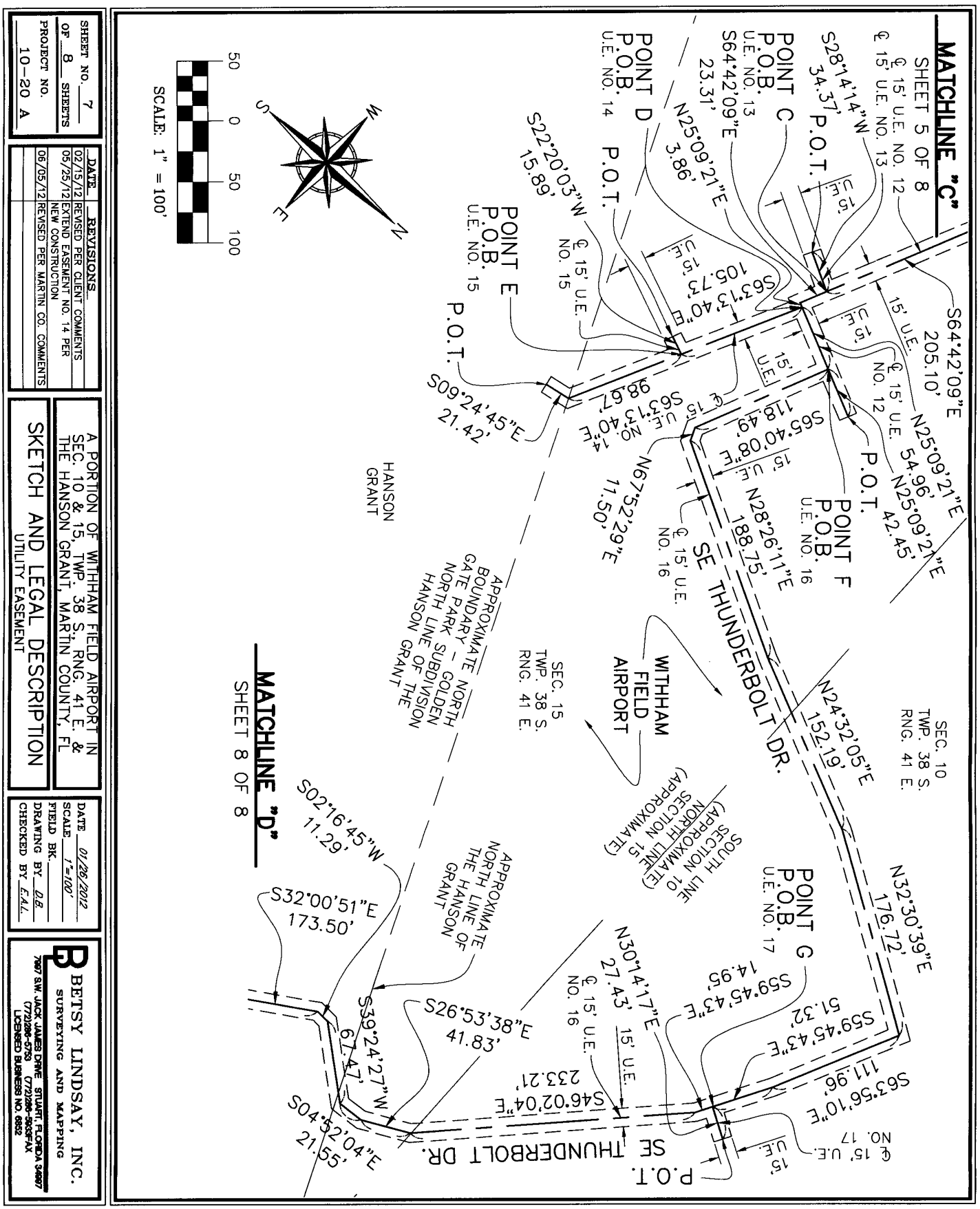
DATE 01/26/2012
SCALE 1"=100'
FIELD BK. ---
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852




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|---|---|---|---|---|
| SHEET NO. 6 OF 8 SHEETS<br>PROJECT NO. 10-20 A | DATE / REVISIONS<br>02/15/12 REVISED PER CLIENT COMMENTS<br>05/25/12 EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION<br>06/05/12 REVISED PER MARTIN CO. COMMENTS | A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL<br>SKETCH AND LEGAL DESCRIPTION<br>UTILITY EASEMENT | DATE 01/26/2012<br>SCALE 1"=100'<br>FIELD BK.<br>DRAWING BY D.B.<br>CHECKED BY E.A.L. | BETSY LINDSAY, INC.<br>SURVEYING AND MAPPING<br>7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997<br>(772)286-5753 (772)286-5933FAX<br>LICENSED BUSINESS NO. 6852 |

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| SHEET NO. 7 OF 8 SHEETS |
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| PROJECT NO. 10-20 A |

| DATE | REVISIONS |
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| 02/15/12 | REVISED PER CLIENT COMMENTS |
| 05/25/12 | EXTEND EASEMENT NO. 14 PER NEW CONSTRUCTION |
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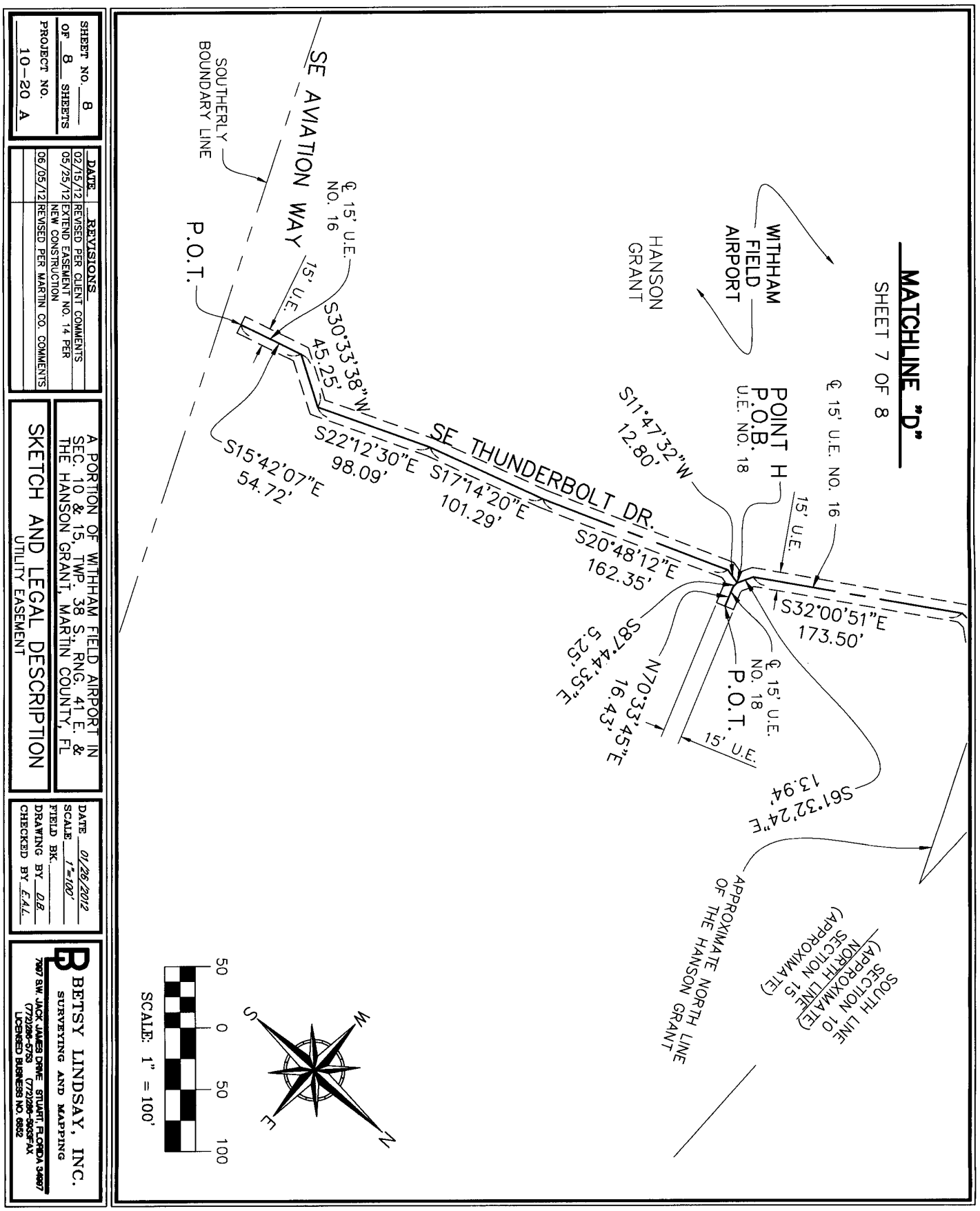
A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10 & 15, TWP. 38 S., RNG. 41 E. & THE HANSON GRANT, MARTIN COUNTY, FL

# SKETCH AND LEGAL DESCRIPTION

UTILITY EASEMENT

DATE 01/26/2012
SCALE 1"=100'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5783 (772)286-5933FAX
LICENSED BUSINESS NO. 6852




SHEET NO. 8 OF 8 SHEETS

PROJECT NO. 10-20 A

| DATE | REVISIONS |
|---|---|
| 02/15/12 | REVISED PER CLIENT COMMENTS |
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# SKETCH AND LEGAL DESCRIPTION

UTILITY EASEMENT

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CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7867 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5903FAX
LICENSED BUSINESS NO. 6662

Inst. # 3148771
Bk: 3523 Pg: 990 Pages: 1 of 6
Recorded on:9/25/2025 11:48 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $52.50

Prepared by and return to:
City Attorney's Office
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, Florida 34994

# UTILITY EASEMENT AGREEMENT

**THIS UTILITY EASEMENT AGREEMENT** ("Agreement") is made, granted, and entered into this 9th day of September, 2025 (the "Effective Date"), by **MARTIN COUNTY, a political subdivision of the State of Florida**, whose mailing address is 2401 S.E. Monterey Road, Stuart, Florida 34996 ("Grantor"), in favor of **CITY OF STUART, FLORIDA, a Florida municipal corporation**, whose mailing address is 121 S.W. Flagler Avenue, Stuart, Florida 34994, ("Grantee").

## RECITALS

**WHEREAS**, the Grantor is the fee simple owner of real property located in Stuart, Florida, generally located at: 2240 SE Witham Field Drive, Stuart, Florida 34996, and as more particularly described as shown in Exhibit A, attached hereto and incorporated herein by reference, lying and being in Stuart, Martin County, Florida (the "Property"); and

**WHEREAS**, in order to construct and maintain critical infrastructure improvements, the Grantee requires a permanent utility and drainage easement across the Property as depicted in Exhibit B, attached hereto and incorporated herein by reference (the "Easement Area"); and

**WHEREAS**, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

**WHEREAS**, the Grantor is willing to grant such an easement.

**NOW, THEREFORE**, the Grantor, for sum of Ten Dollars ($10.00) and other valuable consideration to be paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, has and by these present, does hereby grant and convey to the Grantee, its licensees, agents, successors and assigns, the following:

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

2. **Grant of Easement.** Grantor, for their and for their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive easement over, under, in, along, across and upon the property described on the attached and incorporated Exhibit B (the "Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of stormwater pipe, and related stormwater management facilities, underground sanitary sewer pipe and related underground sanitary sewer facilities, underground water pipes, gas, electric, phone, cable and other miscellaneous utilities (the "Improvements"), excluding above ground junction boxes and related above ground equipment.

3. **Terms of Easement.**

(a) **Effective Date.** The Easement shall commence on the effective date of this Agreement and shall continue in full force and effect until and unless Grantee has expressly abandoned the Improvements.

(b) **Reservation by Grantor/Non-Exclusive Use.** All rights, title and interest in and to the Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any structures which may cause damage to or interfere with the improvements to be placed within the Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation.

(c) **Alterations and Improvements.** All alterations and improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Area in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes, and ordinances.

(d) **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Area, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Area.

(e) **Maintenance, Repair, and Restoration**. Grantee shall be solely responsible for and shall maintain and repair at its sole cost and expense the Easement Area and all alterations and improvements currently existing or constructed hereafter. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements, fencing, or landscaping now existing or constructed or installed hereinafter adjacent to the Easement Area to their prior condition or better, using materials of like kind and quality or better.

(f) **Surrender of Area.** Upon termination of the use of the Easement Area by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Area and shall surrender the Easement Area to the Grantor in at least the same condition or better the Easement Area were in at the start of each period of use.

(g) **Covenants Running with the Land/Assignment.** This Easement shall run with the land and shall be binding upon the Grantor and all parties entitled to use or possession of the Property by or through the Grantor, including lessees, successors and assigns, unless or until this Easement is terminated as hereinabove provided.

(h) **Improvements.** The Grantor agrees that there will be no improvements planted or constructed within the Easement Area without written approval by the Grantee. The Grantee shall have the right to remove, cut down or trim all trees, undergrowth, fences or buildings within or adjacent to the Easement Area that may interfere with the safe and efficient operation of utilities in the Easement Area.

(i) **Egress/Ingress.** Grantor grants to the Grantee, its agents, employees, contractors, designees and assigns general ingress/egress over and across its driveways, parking, common or open areas of the Grantor's Property for the purpose of access to the Easement Area for installation of, modification of, and/or maintenance of, any of the Grantee's utilities, pipelines, appurtenances, facilities and/or equipment.

**IN WITNESS WHEREOF**, the undersigned Grantor(s) has signed and sealed this Agreement as of the day and year first above written.

**GRANTOR(S):**

ATTEST:

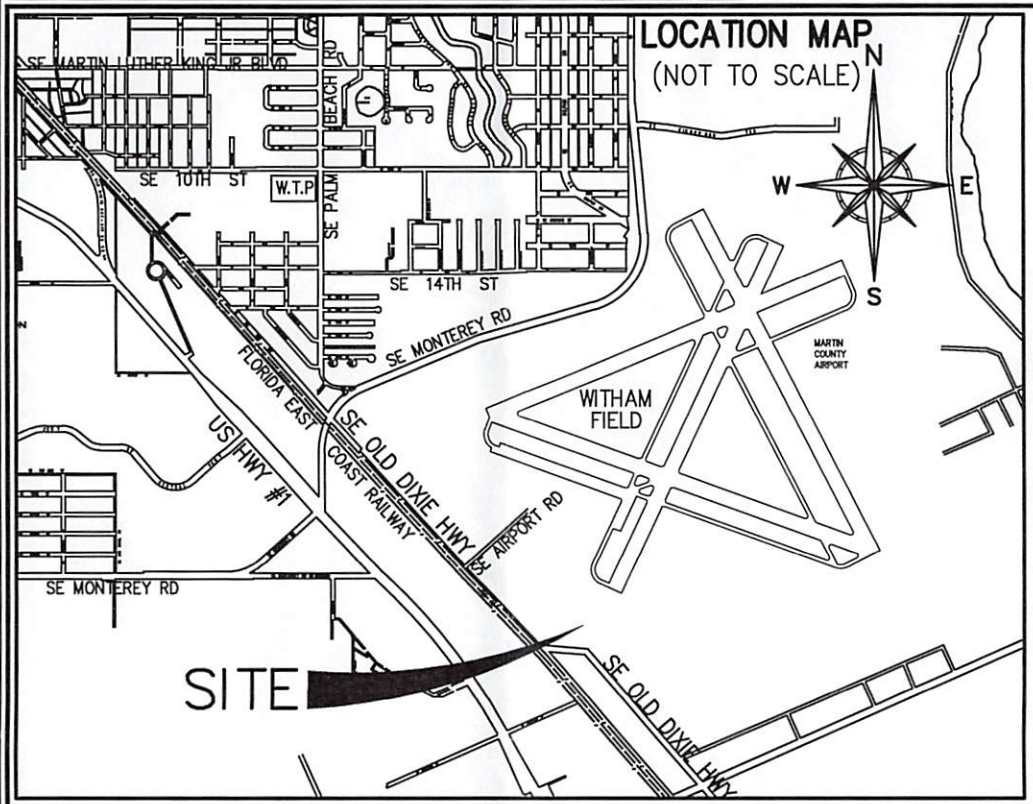
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

for ELYSSE A. ELDER, ACTING COUNTY ATTORNEY




## SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°57'21"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JULY 10, 2025, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON August 13, 2025

EXHIBIT A

SHEET NO. 1 OF 3 SHEETS
PROJECT NO. 2011761.003

| DATE | REVISIONS |
|---|---|
| 07/21/2025 | REVISE EASEMENT PER COMMENTS |
| 08/13/2025 | REVISE TBLOCK, ABBREVIATIONS & ADD PID |

A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 07/10/2025
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY R.J.M.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

# LEGAL DESCRIPTION

## UTILITY EASEMENT

A 20.00 FOOT AND 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID 20.00 FOOT AND 15.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 89°57'21" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 861.89 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 0°02'39" WEST, 25.90 FEET TO THE NORTHEASTERLY LIMITS OF AN EXISTING 15.00 FOOT WIDE UTILITY PER OFFICIAL RECORDS BOOK 2664, PAGE 1888 AND THE POINT OF BEGINNING; THENCE NORTH 25°04'29" EAST, 173.42 FEET; THENCE SOUTH 65°00'00" EAST, 153.93 FEET; THENCE NORTH 25°00'00" EAST, 15.00 FEET; THENCE SOUTH 65°00'00" EAST, 15.00 FEET; THENCE SOUTH 25°00'00" WEST, 133.63 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY LIMITS OF THE EXISTING 15.00 FOOT WIDE UTILITY EASEMENT; THENCE NORTH 64°09'50" WEST ALONG SAID EASTERLY LIMITS, 15.00 FEET; THENCE NORTH 25°00'00" EAST, 98.41 FEET; THENCE NORTH 65°00'00" WEST, 133.95 FEET; THENCE SOUTH 25°04'29" WEST, 157.19 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY LIMITS OF THE EXISTING 15.00 FOOT WIDE UTILITY EASEMENT; THENCE NORTH 54°18'42" WEST ALONG SAID EASTERLY LIMITS, 20.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,188 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

## ABBREVIATIONS

| | |
|---|---|
| NO. | NUMBER |
| P.L.S. | PROFESSIONAL LAND SURVEYOR |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| O.R.B. | OFFICIAL RECORDS BOOK |
| RNG. | RANGE |
| SEC. | SECTION |
| TWP. | TOWNSHIP |
| ID | IDENTIFICATION |

EXHIBIT A

SHEET NO. 2 OF 3 SHEETS

PROJECT NO. 2011761.003

| DATE | REVISIONS |
|---|---|
| 07/21/2025 | REVISE EASEMENT PER COMMENTS |
| 08/13/2025 | REVISE TBLOCK, ABBREVIATIONS & ADD PID |

A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 07/10/2025
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY R.R.
CHECKED BY R.J.M.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6572

# THIS IS NOT A SURVEY

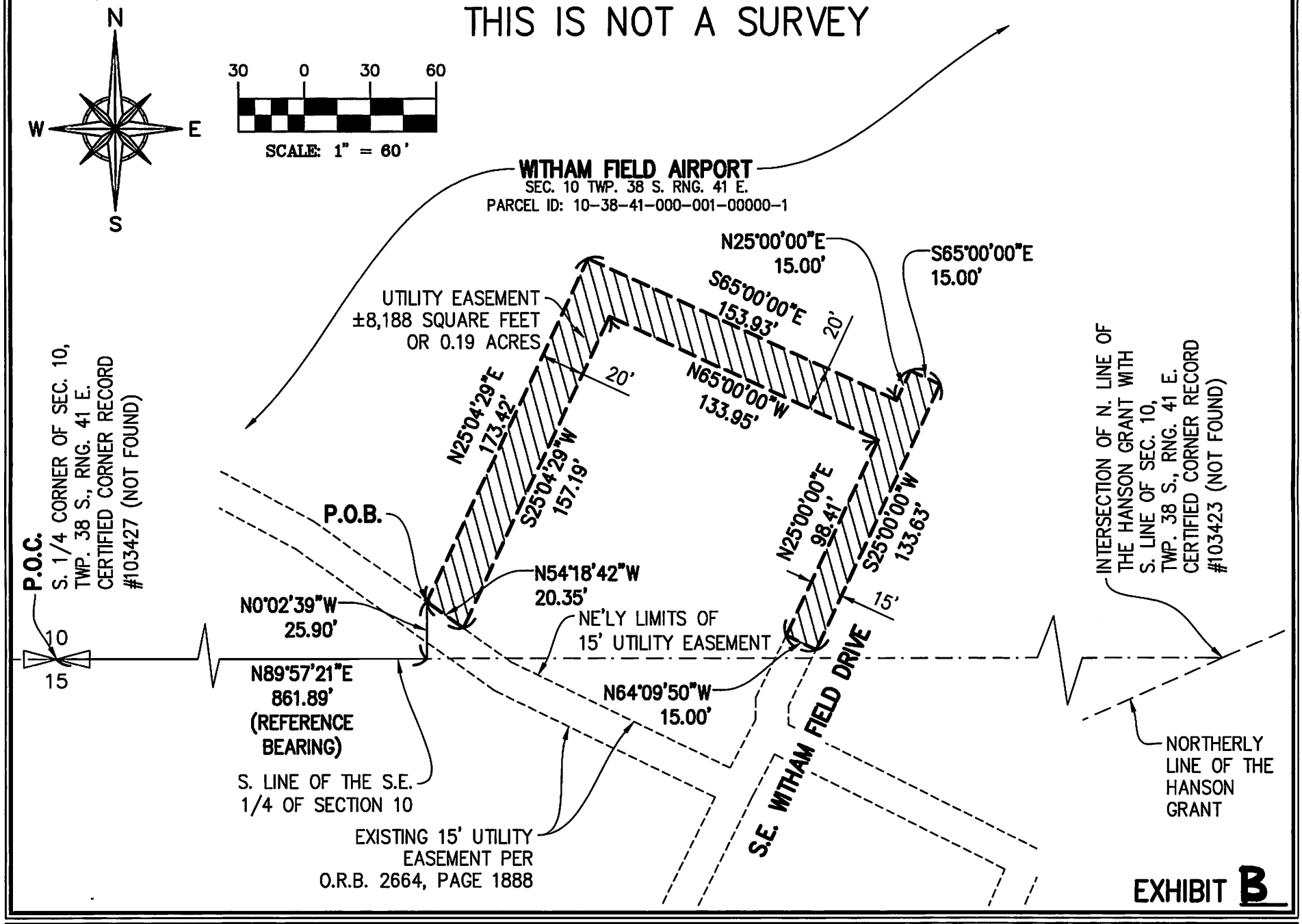



EXHIBIT B

| | | |
|---|---|---|
| SHEET NO. 3 OF 3 SHEETS<br>PROJECT NO. 2011761.003 | DATE / REVISIONS<br>07/21/2025 REVISE EASEMENT PER COMMENTS<br>08/13/2025 REVISE TBLOCK, ABBREVIATIONS & ADD PID | A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL<br>**SKETCH AND LEGAL DESCRIPTION**<br>UTILITY EASEMENT |

DATE 07/10/2025
SCALE 1" = 60'
FIELD BK.
DRAWING BY D.R.
CHECKED BY R.J.M.


BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6892

This instrument prepared by:
Susanna Kenerson, Real Property
Martin County
2401 SE Monterey Road
Stuart, Florida 34996

Project Name:
APP Jet Center Partial Release UE-City of Stuart
Project Number: RPM 4214
PCN# 10-38-41-000-001-00000-1

SPACE ABOVE THIS LINE FOR PROCESSING DATA | SPACE ABOVE THIS LINE FOR RECORDING DATA

## PARTIAL RELEASE OF NON-EXCLUSIVE WATER AND SEWER EASEMENT

WHEREAS, the CITY OF STUART, FLORIDA, a municipal corporation of the state of Florida ("Grantee"), whose mailing address is 121 S.W. Flagler Avenue, Stuart, Florida 34994, the holder of that certain Non-Exclusive Water and Sewer Easement, dated September 25, 2012, and recorded in OR Book 2664, Page 1888, of the Public Records of Martin County, Florida (the "Utility Easement"), for and in consideration of certain benefits accruing to it, does hereby release that portion of the Utility Easement described in **Exhibit "A"** attached hereto and made a part hereof, and said portion of the Utility Easement shall be freed of and released from all rights and privileges granted therein.

WHEREAS, MARTIN COUNTY, a political subdivision of the State of Florida ("Grantor"), whose mailing address is 2401 S.E. Monterey Road, Stuart, Florida 34996, has requested to release a portion of the Utility Easement, which is no longer needed.

NOW, THEREFORE, the Grantee has determined that it is in the best interest of the pubic to release and terminate that portion of the Utility Easement described in Exhibit "A", and that the remainder of the Utility Easement shall remain in full force and effect.

DATED THIS ___ DAY OF _____, 2026.

**Grantee:**

ATTEST:

CITY COMMISSION
CITY OF STUART, FLORIDA

MARY R. KINDEL, MMC, CITY CLERK

CHRISTOPHER COLLINS, MAYOR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

LEE J. BAGGETT, ESQ., CITY ATTORNEY

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**Grantor:**

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

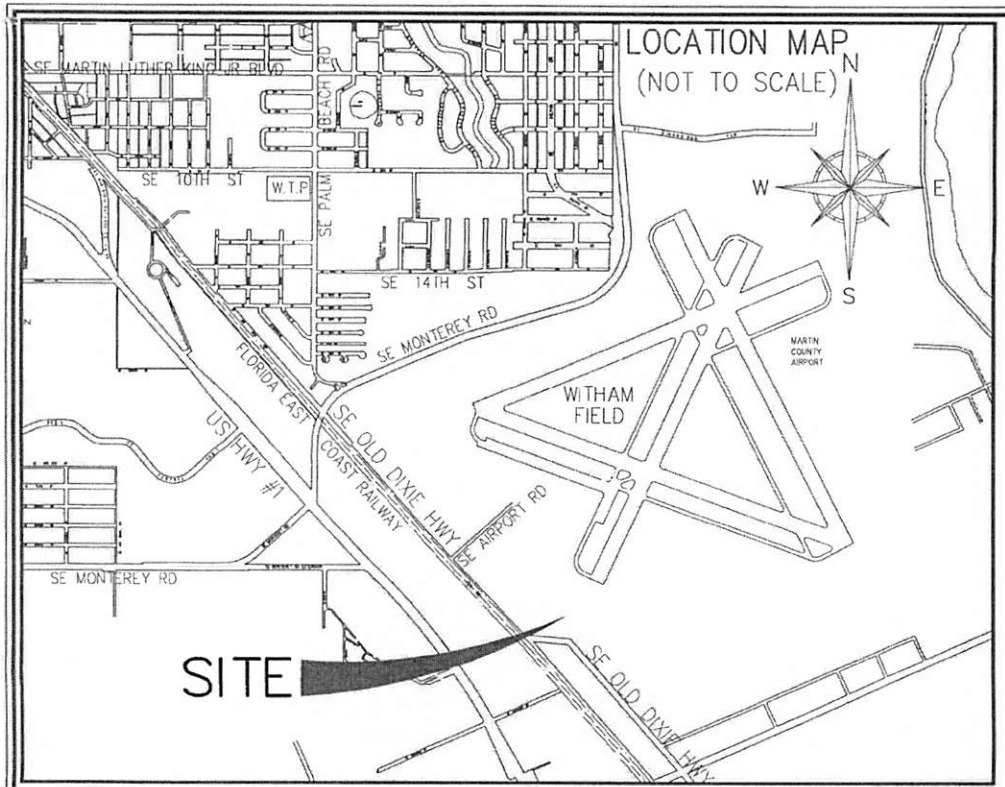
APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

Accepted pursuant to:
Resolution No. _____
on _____, 2026

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## SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°57'21"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

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## SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JULY 24, 2025, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON September 17, 2025

EXHIBIT A

| | | | | |
|---|---|---|---|---|
| SHEET NO. 1 OF 3 SHEETS<br>PROJECT NO. 2011761.003 | DATE / REVISIONS<br>08/13/2025 REVISE TBLOCK, ABBREVIATIONS & ADD PID<br>09/17/2025 ADDRESS COMMENTS | A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL<br>SKETCH AND LEGAL DESCRIPTION<br>UTILITY EASEMENT PARTIAL RELEASE | DATE 07/24/2025<br>SCALE NOT TO SCALE<br>FIELD BK.<br>DRAWING BY D.B.<br>CHECKED BY R.J.M. | BETSY LINDSAY<br>A DIVISION OF HALEY WARD, INC.<br>7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997<br>(772)286-5753 (772)286-5933FAX<br>LICENSED BUSINESS NO. 6852 |

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# LEGAL DESCRIPTION

UTILITY EASEMENT PARTIAL RELEASE

A 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION THAT CERTAIN 15.00 FOOT WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2664, PAGE 1888 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING AND BEING IN SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID 15.00 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 89°57'21" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, 871.93 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 0°02'39" WEST, 0.20 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LIMITS OF SAID EXISTING 15.00 FOOT WIDE UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 25°04'29" EAST, 15.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LIMITS OF SAID EXISTING 15.00 FOOT WIDE UTILITY EASEMENT; THENCE ALONG SAID NORTHEASTERLY LIMITS FOR THE FOLLOWING TWO (2) COURSES: (1) SOUTH 54°18'42" EAST, 26.97 FEET; (2) SOUTH 63°59'22" EAST, 110.29 FEET; THENCE, DEPARTING SAID NORTHEASTERLY LIMITS, SOUTH 26°52'14" WEST, 15.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LIMITS OF SAID EXISTING 15.00 FOOT WIDE UTILITY EASEMENT; THENCE ALONG SAID SOUTHWESTERLY LIMITS FOR THE FOLLOWING TWO (2) COURSES: (1) NORTH 63°59'22" WEST, 111.33 FEET; (2) NORTH 54°18'42" WEST, 25.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,055 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

## ABBREVIATIONS

| | |
|---|---|
| NO. | NUMBER |
| P.L.S. | PROFESSIONAL LAND SURVEYOR |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| O.R.B. | OFFICIAL RECORDS BOOK |
| RNG. | RANGE |
| SEC. | SECTION |
| TWP. | TOWNSHIP |
| ID | IDENTIFICATION |

EXHIBIT A

SHEET NO. 2 OF 3 SHEETS
PROJECT NO. 2011761.003

| DATE | REVISIONS |
|---|---|
| 08/13/2025 | REVISE TBLOCK, ABBREVIATIONS & ADD PID |
| 09/17/2025 | ADDRESS COMMENTS |

A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT PARTIAL RELEASE

DATE 07/24/2025
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY R.J.M.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)288-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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# THIS IS NOT A SURVEY

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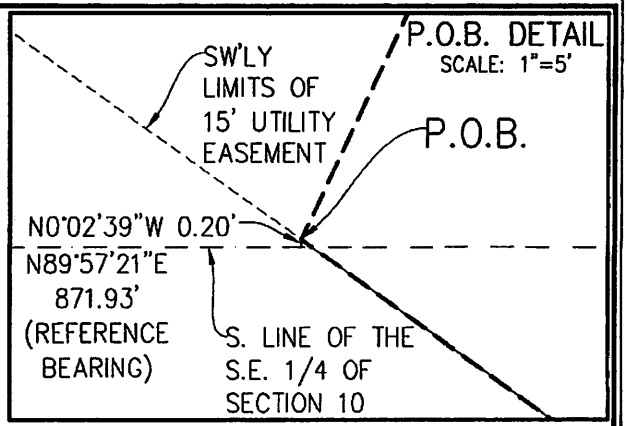
SCALE: 1" = 60'

N

W E

S

**P.O.B. DETAIL**
SCALE: 1"=5'




WITHAM FIELD AIRPORT
SEC. 10 TWP. 38 S. RNG. 41 E.
PARCEL ID: 10-38-41-000-001-00000-1

P.O.C.
S. 1/4 CORNER OF SEC. 10, TWP. 38 S., RNG. 41 E.
CERTIFIED CORNER RECORD
#103427 (NOT FOUND)

EXISTING 15' UTILITY EASEMENT PER O.R.B. 2664, PAGE 1888

P.O.B.
(SEE DETAIL THIS SHEET)

N25°04'29"E 15.26'

S54°18'42"E 26.97'

NE'LY LIMITS OF 15' UTILITY EASEMENT

S63°59'22"E 110.29'

15'

N63°59'22"W 111.33'

N0°02'39"W 0.20'

N89°57'21"E 871.93' (REFERENCE BEARING)

S. LINE OF THE S.E. 1/4 OF SECTION 10

N54°18'42"W 25.43'

SW'LY LIMITS OF 15' UTILITY EASEMENT

UTILITY EASEMENT PARTIAL RELEASE
±2,055 SQUARE FEET
OR 0.05 ACRES

S.E. WITHAM FIELD DRIVE

S26°52'14"W 15.00'

EXISTING 15' UTILITY EASEMENT PER O.R.B. 2664, PAGE 1888

INTERSECTION OF N. LINE OF THE HANSON GRANT WITH THE S. LINE OF SEC. 10, TWP. 38 S., RNG. 41 E.
CERTIFIED CORNER RECORD
#103423 (NOT FOUND)

NORTHERLY LINE OF THE HANSON GRANT

10
15

**EXHIBIT A**

| | |
|---|---|
| SHEET NO. 3 OF 3 SHEETS | |
| PROJECT NO. 2011761.003 | |

| DATE | REVISIONS |
|---|---|
| 08/13/2025 | REVISE TBLOCK, ABBREVIATIONS & ADD PID |
| 09/17/2025 | ADDRESS COMMENTS |

A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E., MARTIN COUNTY, FL

**SKETCH AND LEGAL DESCRIPTION**
UTILITY EASEMENT PARTIAL RELEASE

DATE 07/24/2025
SCALE 1" = 60'
FIELD BK.
DRAWING BY D.B.
CHECKED BY R.J.M.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)288-5933FAX
LICENSED BUSINESS NO. 6852

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

**Meeting Date:** 1/26/2026 **Prepared by:** Lee Baggett

**Title of Item:**
SELECTION AND APPOINTMENT OF MAGISTRATES (RC):

RESOLUTION No. 10-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING _____ AS PRIMARY CODE ENFORCEMENT MAGISTRATE FOR THE CITY OF STUART AND_____ AND _____ AS CODE ENFORCEMENT MAGISTRATE ALTERNATES; AND PROVIDING FOR AN EFFECTIVE DATE.

**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 J. Nicolletti, Esq., 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 increased his hourly rate to $400.00.

Due to the expiration of Magistrate terms, unavailability of Magistrates, as well as the primary Magistrate stepping down, the City Commission finds it necessary to appoint a primary Magistrate and alternate Magistrate(s).

**Funding Source:**
Magistrate funds shall be taken from “Development (Neighborhood Services), Acct. #531, Professional Services.”

**Recommended Action:**
Select primary and alternate Magistrates and provide direction to City staff.

**ATTACHMENTS:**
1. R10-2026 Appt of Magistrates
2. 001-2019
3. 029-2023
4. 124-2024
5. Sec._26_21.___Magistrate__appointment_and_powers.
6. Ltr to Mayor & City Commission re $400 per hour

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

**RESOLUTION NUMBER 10-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING _____ AS PRIMARY CODE ENFORCEMENT MAGISTRATE FOR THE CITY OF STUART AND_____ AND _____ AS CODE ENFORCEMENT MAGISTRATE ALTERNATES; AND PROVIDING FOR AN EFFECTIVE DATE.**

*******

**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 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; and

**WHEREAS**, 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; and

**WHEREAS**, 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; and

**WHEREAS**, on December 26, 2025, the primary Magistrate, Paul J. Nicoletti, Esq., notified the Commission via written correspondence that he would be stepping down as the primary Magistrate and be available as an alternate Magistrate; and

**WHEREAS**, due to the expiration of Magistrate terms, unavailability of Magistrates, as well as the primary Magistrate stepping down, the City Commission finds it necessary to appoint a primary Magistrate and alternate Magistrate(s); and

**WHEREAS**, the City Commission has determined that the below named individuals are duly qualified, and have agreed to serve as primary code compliance Magistrate and alternate code compliance magistrate(s) for the City.

**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 _____ as primary Magistrate and _____ and _____ as alternate Magistrate(s) 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 $_____ 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 _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA R. CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMPBELL RICH, COMMISSIONER | | | | |

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

**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

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:

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

ADOPTED this 14th day of January, 2019.

ATTEST:

MARY KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

REVIEWED FOR FORM AND CORRECTNESS:

MICHAEL MORTELL,
CITY ATTORNEY

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

**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.

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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| TROY MCDONALD, MAYOR | Y | | | |
| BECKY BRUNER, VICE MAYOR | Y | | | |
| EULA R. CLARKE, COMMISSIONER | Y | | | |
| CHRISTOPHER COLLINS, COMMISSIONER | Y | | | |
| CAMPBELL RICH, COMMISSIONER | Y | | | |

ADOPTED this 10th day of April, 2023.

ATTEST:

Mary 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

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

# 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: | CBJCHBCAABAAbPt9BJlPfQn3ITSOV1snA203Roy8wA78 |

## "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

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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

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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

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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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Adobe Acrobat Sign

**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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CAMPBELL RICH, MAYOR | Y | | | |
| CHRISTOPHER COLLINS, VICE MAYOR | Y | | | |
| EULA R. CLARKE, COMMISSIONER | Y | | | |
| LAURA GIOBBI, COMMISSIONER | Y | | | |
| SEAN REED, COMMISSIONER | 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, land-lord 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** **2011-2016**
***Economic Development Manager***
- 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** **2010-2012**
***Independent Consultant***
- 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** **2006-2010**
***Executive Director***
- 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** **2004-2006**
***High School Teacher***
- 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 interlocatory 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)

THE FLORIDA BAR BOARD CERTIFIED CITY, COUNTY & LOCAL GOVERNMENT LAW

**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

Telephone and Fax: +1-772-600-5581

Email: pnicoletti@comcast.net

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

**Meeting Date:** 1/26/2026 **Prepared by:** Lee Baggett

**Title of Item:**
INTERIM CITY MANAGER APPOINTMENT AND AIHC INCREASE FOR R. JOHNSON STRONG (RC):

RESOLUTION No. 11-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REPLACING LOUIS J. BOGLIOLI, III, FINANCE DIRECTOR, WITH ROSAMOND JOHNSON STRONG, HUMAN RESOURCES DIRECTOR, AS INTERIM CITY MANAGER; AUTHORIZING AN INCREASE IN COMPENSATION TO THE DEPARTMENT DIRECTOR ACTING IN A HIGHER CAPACITY AS INTERIM CITY MANAGER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**
Pursuant to Section 3.02 of the City Charter, the City Manager is appointed by and serves at the pleasure of the City Commission and pursuant to Section 2-140 of the City's Code of Ordinances, the City Commission has the authority to appoint and replace appointments of Acting/Interim City Managers, and in addition, the City Commission has authority to award additional compensation for a current director acting in a higher capacity consistent with the City of Stuart Employee Handbook.

On October 27, 2025, the City Commission appointed Louis J. Boglioli, III, Director of Finance, as the Interim City Manager, and he continued to perform his regular duties as the Director of Finance in addition to taking on the duties of the City Manager.

Chapter IV of the City's Employee Handbook provides for additional compensation up to 10% for employees acting in a higher capacity in excess of 30 days. On December 8, 2025, the City Commission authorized an increase in compensation via Resolution No. 111-2025 for Mr. Boglioli while he was the Interim City Manager.

The City Commission desires to replace Mr. Boglioli with Rosamond Johnson Strong, Director of Human Resources, as the Interim City Manager until such time as a new City Manager is appointed by the City Commission or at an earlier date determined by the City Commission.

**Funding Source:**
N/A

**Recommended Action:**
Move to Approve Resolution 11-2026.

**ATTACHMENTS:**
1. R11-2026 Auth for AIHC Increase for R. Strong

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

**RESOLUTION NUMBER 11-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REPLACING LOUIS J. BOGLIOLI, III, FINANCE MANAGER, WITH ROSAMOND JOHNSON STRONG, HUMAN RESOURCES DIRECTOR, AS THE INTERIM CITY MANAGER; AUTHORIZING AN INCREASE IN COMPENSATION TO THE DEPARTMENT DIRECTOR ACTING IN A HIGHER CAPACITY AS INTERIM CITY MANAGER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

**WHEREAS**, pursuant to Section 3.02 of the City Charter, the City Manager is appointed by and serves at the pleasure of the City Commission; and

**WHEREAS**, pursuant to Section 2-140 of the City's Code of Ordinances, the City Commission has the authority to appoint and replace appointments of Acting/Interim City Managers, and in addition, the City Commission has authority to award additional compensation for a current director acting in a higher capacity consistent with the City of Stuart Employee Handbook; and

**WHEREAS**, on October 27, 2025, the City Commission appointed Louis J. Boglioli, III, Director of the Finance Department, as the Interim City Manager; and

**WHEREAS**, Mr. Boglioli continued to perform his regular duties as the Director of the Finance Department in addition to taking on the duties of the City Manager; and

**WHEREAS**, Chapter IV of the City's Employee Handbook provides for additional compensation up to 10% for employees acting in a higher capacity in excess of 30 days; and

**WHEREAS**, on December 8, 2025, the City Commission authorized an increase in compensation via Resolution No. 111-2025 to Mr. Boglioli while he was the Interim City Manager; and

**WHEREAS**, the City Commission desires to replace Mr. Boglioli with Rosamond Johnson Strong, Director of Human Resources, as the Interim City Manager until such time as a new City Manager is appointed by the City Commission or at an earlier date determined by the City Commission.

**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:** Rosamond Johnson Strong, Director of Human Resources, is hereby appointed as the Interim City Manager and shall replace Louis J. Boglioli, III, the Finance Manager. The City Staff is authorized to increase Ms. Strong's base salary by 10% during the time that she is the Interim City Manager and Mr. Boglioli's salary shall return to his base salary as Finance Director. In addition, Ms. Strong shall be reimbursed for any out-of-pocket expenses for City-related events and/or meetings while serving as the Interim City Manager.

**SECTION 3:** This Resolution shall take effect immediately upon adoption.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA R. CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |

| | | | | |
|---|---|---|---|---|
| CAMPBELL RICH, COMMISSIONER | | | | |

ADOPTED this _____ 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

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

**Meeting Date:** 1/26/2026 **Prepared by:** Peter Kunen

**Title of Item:**

BUDGET AMENDMENT #1 — SHORT CHAIN PFAS REMOVAL PILOT STUDY (RC):

RESOLUTION No. 12-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT #1 FOR THE SHORT-CHAIN PFAS REMOVAL PILOT STUDY; AUTHORIZING THE USE OF FUNDS FROM THE WATER & SEWER UTILITY ENTERPRISE FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELATED TASK ORDER WITH HOLTZ CONSULTING ENGINEERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

**Summary Explanation/Background Information on Agenda Request:**

The City of Stuart Water Treatment Plant utilizes ion exchange and reverse osmosis treatment processes to meet current drinking water standards. While PFOS and PFOA remain below detection in finished water, recent Unregulated Contaminant Monitoring Rule (UCMR5) sampling identified the presence of certain short-chain PFAS constituents in the City's source water.

As federal and state regulatory expectations related to PFAS continue to evolve, the City is proactively advancing a pilot-level evaluation of enhanced treatment alternatives. The proposed pilot study will generate performance, operational, and cost data necessary to inform future regulatory compliance strategies, capital improvement planning, and long-term operational decisions for the Water Treatment Plant.

Budget Amendment #1 will appropriate funds to support the Short-Chain PFAS Removal Pilot Study and evaluation of short-chain PFAS treatment alternatives, including preparation and management of an Indian River Lagoon (OneLagoon) grant application. The associated task order will be issued under the City's existing Professional Engineering Services Agreement with Holtz Consulting Engineers, Inc.

**Funding Source:**

Revenue - 410 - Water & Sewer Utility Enterprise Fund - "Net Position"
Appropriation - 410 - Water & Sewer - Water Treatment Operating

**Recommended Action:**
Approve Budget Amendment #1, as set forth in Resolution No. 12-2026, in the amount of $323,093.40 for the Short-Chain PFAS Removal Pilot Study and Indian River Lagoon grant support services, and authorize the City Manager to execute the related task order and any necessary documents..

**ATTACHMENTS:**
1. R12-2026 Short-Chain PFAS Removal Pilot Study

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

**RESOLUTION NUMBER 12-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT #1 FOR THE SHORT-CHAIN PFAS REMOVAL PILOT STUDY; AUTHORIZING THE USE OF FUNDS FROM THE WATER & SEWER UTILITY ENTERPRISE FUND; AUTHORIZING THE MAYOR TO EXECUTE A RELATED TASK ORDER WITH HOLTZ CONSULTING ENGINEERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

* * * * *

**WHEREAS,** the City of Stuart is responsible for providing a safe, reliable, and regulatory-compliant potable water supply to its residents and customers; and

**WHEREAS,** recent Unregulated Contaminant Monitoring Rule (UCMR5) sampling identified the presence of certain short-chain per- and polyfluoroalkyl substances (PFAS) in the City's source water; and

**WHEREAS,** evolving federal and state regulatory expectations related to PFAS warrant proactive evaluation of enhanced treatment alternatives at the City's Water Treatment Plant; and

**WHEREAS,** the City has determined that a pilot-scale evaluation of short-chain PFAS treatment alternatives is necessary to support future regulatory compliance, capital planning, and long-term operational decision-making; and

**WHEREAS,** the City has an existing Professional Engineering Services Agreement with Holtz Consulting Engineers, Inc., under which a task order has been proposed to perform pilot testing, feasibility evaluation, and Indian River Lagoon grant support services; and

**WHEREAS,** funding for this effort was not included in the adopted fiscal year budget and therefore requires approval of Budget Amendment #1; and

**WHEREAS,** Budget Amendment #1 reallocates and appropriates funds in the amount of $323,093.40 from the Water & Sewer Utility Enterprise Fund to support the Short-Chain PFAS Removal Pilot Study; and

**WHEREAS,** the City Commission finds that approval of Resolution No. 12-2026 (Budget Amendment #1) and the related task order is in the best interest of the City and supports protection of the public drinking water supply;

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

**SECTION 1:** Budget Amendment #1, in the amount of $323,093.40, is hereby approved to fund the Short-Chain PFAS Removal Pilot Study, utilizing monies from the Water & Sewer Utility Enterprise Fund.

**SECTION 2:** Upon approval of Budget Amendment #1, the City Manager is authorized to execute a task order with Holtz Consulting Engineers, Inc. for pilot testing, evaluation of treatment alternatives, and Indian River Lagoon grant support services, in an amount not to exceed $323,093.40, consistent with the City's existing Professional Engineering Services Agreement.

**SECTION 3:** The City Manager is further authorized to execute any related documents necessary to implement this Resolution.

**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:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA R. CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMPBELL RICH, COMMISSIONER | | | | |

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"

## HOLTZ CONSULTING ENGINEERS, INC. SCOPE OF WORK

**SCOPE OF WORK**
TO THE AGREEMENT FOR
PROFESSIONAL CIVIL ENGINEERING SERVICES, REI#2022-400
BETWEEN THE CITYOF STUART AND
THE FIRM OF
HOLTZ CONSULTING ENGINEERS, INC.

## I. PROJECT DESCRIPTION:

The HCE project teams understands the City of Stuart (CITY) responsibility to provide its customers with a clean, safe, and reliable water supply. The CITY's commitment to its customers is demonstrated by substantial recent plant upgrades with reverse osmosis treatment of brackish groundwater as an alternative water supply and the addition of ion exchange treatment of the raw freshwater supply for the removal of PFAS compounds.

While PFOS and PFOA remain below detection in the WTP finished water, other short-chain PFAS constituents were detected in December 2024 and April 2025. The results are part of the Fifth Unregulated Contaminant Monitoring (UCMR5) required by the United States Environmental Protect Agency (EPA). The program supports nationwide contaminant surveillance and drinking water regulatory development.

To implement the project, multiple phases have been identified as follows:

Phase 1: Bench-testing Adsorption Media Screening and Selection

Phase 2: Pilot Testing Full-scale Treatment Options

Phase 3: Assistance with Implementing WTP PFAS Treatment Enhancements

Phase 4: WTP Demonstration and Treatment Evaluation

This scope of work includes Phase 2 only. The subsequent phases will be implemented at the CITY's discretion following the completion of each phase.

Holtz Consulting Engineers, Inc. (CONSULTANT) together with AECOM (SUBCONSULTANT) will provide professional engineering services for the pilot testing full-scale treatment options as well as grant support services to assist the City of Stuart with this project, should this project receive grant funding assistance from the Indian River Lagoon Council.

## II. AUTHORIZATION AND PURPOSE

This scope of work is an attachment to the Standard Agreement for Professional Engineering Services dated January 23, 2023, between the City of Stuart (CITY) and the firm of Holtz Consulting Engineers, Inc. (CONSULTANT) and made a part thereof. The purpose of this scope of work is to provide the CITY with professional engineering and grant support services for the evaluation of treatment alternatives for enhanced PFAS removal.

## III. GENERAL SCOPE OF WORK

The presence of short-chain PFAS compounds in the CITY's finished water has prompted a reevaluation of the treatment processes. SUBCONSULTANT will assist the CITY by performing bench- and pilot testing of the fresh groundwater supply using adsorptive media, and evaluation of the WTP to identify modifications for enhanced short-chain PFAS treatment.

SUBCONSULTANT anticipates collaborating with the CITY and their existing ion exchange system supplier. SUBCONSULTANT will also provide specialized laboratory services for bench-scale testing evaluation. Following bench-testing, SUBCONSULTANT will mobilize a multi-pressure-vessel pilot unit at the City's WTP.

SUBCONSULTANT will assist the CITY in operating the pilot under controlled conditions to assess treatment performance.

The objectives of the Phase 2 short-chain PFAS treatment evaluation are as follows:

- Summarize short-chain PFAS concentrations in the source water, including a high-level discussion on potential PFAS sources.
- Assess compliance with existing and future PFAS regulations.
- Utilize the bench-scale Rapid Small Scale Column Testing (RSSCT) study results to screen and select alternative treatment media for pilot testing.
- Conduct pilot testing with adsorptive media in pressurized treatment columns.
- Evaluate technical feasibility, cost, and effectiveness of potential short-chain PFAS treatment alternatives for the CITY's WTP.
- Develop a report outlining the findings and recommendations for implementing PFAS treatment at the CITY's WTP, including a project timeline.

**SCOPE OF SERVICES**

The HCE Team shall perform the Scope of Services as described herein.

**TASK 1.0 PILOT TESTING PREPARATION AND MOBILIZATION**

SUBCONSULTANT will develop a test plan and protocol that outlines the testing program. The testing structure will be determined considering previous bench and pilot-testing for the CITY's WTP, SUBCONSULTANT's experiences with treating short-chain PFAS compounds, review of analogous systems, and input from ion exchange equipment and/or media suppliers.

a. Conduct Analogous Systems Review: SUBCONSULTANT will summarize operating conditions and performance history of analogous systems. SUBCONSULTANT will identify up to three case-studies and will summarize information concerning raw water characteristics, media type and hydraulic operating conditions, typical bed volumes before short-chain PFAS breakthrough, hydraulic head loss and fouling characteristics, and lessons learned. It is noted that this effort does not entail a detailed evaluation, but rather a general assessment as documented through informal discussions with drinking water utilities, equipment suppliers and/or their product representatives, and with operating staff at select facilities.

b. Prepare Pilot Test Plan and Protocol: SUBCONSULTANT will prepare a test plan and protocol to delineate the target pilot test conditions, schedule and roles and responsibilities, and activities associated with operational monitoring including: field data collection and water quality sampling activities. SUBCONSULTANT anticipates operating the pilot unit with a side stream of composite raw water feeding into the existing ion exchange treatment system. The CITY will provide a raw water tap on the discharge of the raw water booster pumps immediately upstream of the micronic bag filters and ion exchange treatment system.

c. Pilot Unit Delivery and Mobilization Assistance: SUBCONSULTANT will supply an ion exchange pilot unit for a period of up to seven months. This includes two weeks for mobilization and two weeks for demobilization. The pilot unit will be configured to represent the anticipated full-scale operating conditions. SUBCONSULTANT will obtain and provide to the CITY a process flow diagram, and summary of utility hook-up requirements for power, water supply and waste stream disposal. It is assumed that the CITY will provide utility hook-ups, materials and labor to support SUBCONSULTANT's installation activities and waste stream disposal. SUBCONSULTANT will support the mobilization effort by performing site visits to coordinate utility hook-ups, perform functional testing and media loading.

   SUBCONSULTANT's pilot equipment supply includes equipment rental, cost for delivery, installation, start-up and training, and operational assistance for the pilot equipment. The pilot unit will

be sized for up to four 4-inch diameter columns. Up to two columns may be configured for lead/lag operation depending on the RSSCT results.

SUBCONSULTANT's fee includes $21,000 for pilot equipment rental. SUBCONSULTANT's fee also includes allowances, contingent upon the CITY's approval of SUBCONSULTANT's written request, for the following items:

-SUBCONSULTANT's procurement of IX media to load the pilot system in an amount not to exceed $5,000.

-SUBCONSULTANT's procurement of a prefilter system including bag or cartridge filters, and ancillary equipment for integration with the pilot system in an amount not to exceed $1,000.

-SUBCONSULTANT's procurement of miscellaneous equipment and supplies in support of the project in an amount not to exceed $10,000.

d. Pilot Plant Start-Up Assistance: SUBCONSULTANT will assist the CITY with pilot system start-up including initial operation, system run-in, initial data collection and operator training. SUBCONSULTANT will observe system operating conditions and hand-off to the WTP operations staff once steady operation is achieved.

**TASK 2.0 PILOT OPERATION AND SUPPORT SERVICES**

SUBCONSULTANT will support CITY's operations and monitoring of the pilot unit by reviewing operational data compiled by operations staff, visiting the pilot test site, and coordinating and providing payment for specialized water quality sampling.

a. Pilot Operation and Monitoring: The pilot unit will be operated continuously by the CITY's WTP operations staff for up to a 6-month test period, barring downtime for troubleshooting and system maintenance. Operational set-points will be identified for flow rates and maximum head loss. The CITY will be responsible for operating and maintaining the pilot on a daily basis. Monitoring includes filling out a field data collection sheet and providing electronic scanned copies to SUBCONSULTANT once per week. Similar to full-scale facility, the CITY will also be responsible for maintaining anoxic feed water conditions to the pilot, in addition to maintaining target flow rates for each column and conducting backwash upon reaching maximum hydraulic head loss across a column. SUBCONSULTANT's pilot operating assistance will be limited to reviewing the CITY's operating data to confirm target operating conditions are being maintained and monitored as delineated in the test plan and protocol, periodic visits to the site test, coordination of activities and technical assistance by ion exchange resin manufacturers and providing technical support to the CITY's operations staff.

b. Data Compilation and Trending: SUBCONSULTANT will receive and review operational data collected by the CITY. The CITY will enter field data into a customized database constructed in Microsoft Excel by SUBCONSULTANT. SUBCONSULTANT will analyze and review operational trends to monitor pilot performance and media fouling status. SUBCONSULTANT will provide pilot performance charts to CITY once per month. In addition, the CITY's routine WTP daily operation sheets will be utilized to monitor plant operation for raw water flows, well operation, raw water quality, ion exchange vessel operation, and finished water flow from the lime softening and reverse osmosis treatment processes. The raw water quality parameters of interest include ORP, dissolved oxygen, turbidity, color and iron.

c. Water Quality Sampling: SUBCONSULTANT will coordinate water quality sampling and laboratory services. SUBCONSULTANT's services include requesting water quality sampling kit deliveries to the WTP test site, providing payment for water quality analyses, and providing limited support with sample collection. The CITY will be responsible for sample collection, preparing chain-of-custody forms, and delivery to the analytical laboratory. Key water quality parameters include short-chain PFAS constituents, color, iron, turbidity, total organic carbon, and UV-254.

SUBCONSULTANT anticipates monitoring the existing ion exchange process as part of the Pilot Test Plan. This will document breakthrough time of short-chain PFAS compounds through the existing system. SUBCONSULTANT anticipates a sampling frequency of once per month with samples collected from the feed, mid-media depth and effluent. SUBCONSULTANT recommends monthly sampling of the ion exchange vessel filled with new PSR2+media in June 2025.

SUBCONSULTANT's fee includes a $47,552 allowance, contingent upon the CITY's approval of SUBCONSULTANT's written request, to procure water quality analysis in support of the project. SUBCONSULTANT anticipates utilizing PACE Analytical Laboratories.

d. Data Analysis and Engineering Evaluation: SUBCONSULTANT will analyze and interpret the data collected during the pilot plant operation. Analyses will include graphical representations of operational trends to assess short-chain PFAS breakthrough versus treated bed volumes. The graphical representations will also be used to present feed water quality, and hydraulic operating conditions for each test condition.

**TASK 3.0 FEASIBILITY STUDY AND ALTERNATIVES ANALYSIS**

SUBCONSULTANT will evaluate the feasibility of different short-chain PFAS treatment options. The analysis will identify the treatment effectiveness, pros and cons, Class 5 capital cost estimates, life cycle cost estimates, and anticipated plant modification requirements of the options identified. Results from the pilot tests will be used to inform operational cost for each alternative.

For the purpose of this scope of work, SUBCONSULTANT anticipates the analysis of the following alternatives:

Alternative 1: Change-out of existing ion exchange media with an alternative media that is suitable for both PFOA and PFOS, and short-chain PFAS compounds. This alternative serves as a baseline condition with no other plant modifications utilizing the existing Pressurized Vessels.

Alternative 2: Lead/Lag IX in Pressurized Vessels – This alternative will include PFAS removal through the use of ion exchange resin with lead/lag pressurized vessels. SUBCONSULTANT will perform a preliminary hydraulic evaluation of the existing ion exchange booster feed pumps to determine if upgrades are needed to facilitate lead/lag vessel operation.

Alternative 3: Lead/Lag NA in Pressurized Vessels – This alternative will include PFAS removal through the use of a novel adsorbent with lead/lag pressurized vessels. SUBCONSULTANT will perform a preliminary hydraulic evaluation of the existing ion exchange booster feed pumps to determine if upgrades are needed to facilitate lead/lag vessel operation.

Alternative 4: Lead/Lag NA Vessels in Series with Single IX Vessel – This alternative will include PFAS removal through the use of novel adsorbent with lead/lag pressurized vessels followed by single IX pressurized vessel in series with the novel adsorbent lead/lag systems. This approach is similar to Alternative 3 but allows the novel adsorbent to provide the bulk removal of PFAS. At the same time, IX can remove other PFAS containments.

**TASK 4.0 EVALUATION OF ALTERNATIVES FOR ENHANCED PFAS TREATMENT REPORT**

Based upon the results of Tasks 1 through 3, SUBCONSULTANT will prepare a report on the abovementioned analysis and compare the feasible PFAS treatment technologies with each other. The report will recommend the most suitable alternative to consider for full-scale implementation. This task includes SUBCONSULTANT's internal quality control review, submitting a draft report and presenting findings and recommendations, followed by submitting a final report upon receipt of one round of consolidated comments from the CITY. SUBCONSULTANT's submittals will be in electronic PDF format.

**TASK 5.0 PROJECT MANAGEMENT, MEETINGS WITH CITY STAFF AND MONTHLY SITE VISITS**

SUBCONSULTANT's project management includes Task Order administration and meetings with CITY staff.

a. Task Order Administration: Monitor progress of work on a weekly basis to assure compliance with established schedule, budget and work quality requirements.

b. Project Meetings and Site Visits: SUBCONSULTANT will attend and participate in project meetings with the CITY staff. Site visits are intended to monitor operation of the pilot plant, determine equipment performance, monitor progress, and help resolve possible problems. SUBCONSULTANT will coordinate site visits with CITY and document operating issues and resolutions in brief observation reports on an as needed basis. A total of 2 meetings and 12 site visits have been budgeted, as follows:

    i. Attend project kick-off meeting at WTP site.

    ii. Perform six site visits for pilot unit delivery, mobilization and pilot system start-up.

    iii. Perform five site visits (approximately once per month) during pilot testing operation.

    iv. Perform one site visit for pilot system demobilization.

    v. Prepare for and participate in one meeting with CITY staff to present and discuss the findings and recommendations of the Report.

**TASK 6.0 INDIAN RIVER LAGOON GRANT MANAGEMENT**

Following grant award, HCE shall assist the CITY with grant compliance as requested including:

- Coordinate, prepare and submit all required grant compliance and project status reports;
- Coordinate, prepare and submit required documentation for invoicing of the grant;
- Assist with grant file documentation to ensure compliance with grant conditions and assist with any required individual grant audits as necessary;
- Coordinate and serve as the CITY liaison with the funding agency.

Task 6.0 will only be utilized in the event that the City of Stuart receives grant funding from the Indian River Lagoon Council through the OneLagoon program.

## IV. CITY RESPONSIBILITIES

To assist in meeting the schedule and budget estimates contained in this Task Order, CITY will provide the following:

1. Designate a Project representative to serve as CITY's primary contact.
2. Provide relevant historical PFAS information, including but not limited to: raw water monitoring data, previous pilot testing reports, and summary of ion exchange system operating and performance history.
3. Review pilot system process flow and instrumentation diagrams, operational field data collection spreadsheets, and provide historical WTP raw and treated water quality information.
4. Provide a covered work area with feed water supply, floor drain and access to electrical outlets for continuous pilot operation.
5. Coordinate with and assist with pilot unit mobilization, start-up, troubleshooting and demobilization.
6. Operate the pilot unit and ancillary equipment as delineated in the Test Plan and Protocol on a continuous basis.

7. Monitor the pilot unit and collect information as delineated in the Test Plan and Protocol.
8. Record field data into customized spreadsheet database and transmit electronic file to SUBCONSULTANT once per week.
9. Conduct analytical laboratory sampling for compliance with the Test Plan and Protocol.
10. Authorize optional services defined as allowances herein for SUBCONSULANT's use as mutually agreed between SUBCONSULTANT and CITY.
11. Prompt review and comment on deliverables.
12. Assistance with obtaining CITY records as required for grant compliance, if funded.

## V. DELIVERABLES

The project deliverables will be delivered to the CITY:

1. Draft and final copies of grant status reports, reimbursement requests as requested/required, in the event that the project receives grant funding.
2. Draft and final copies of the Evaluation Of Alternatives For Enhanced PFAS Treatment Report

## VI. SCHEDULES AND TIME CONSTRAINTS

Anticipated submittal times for the deliverables described in this scope of service will be completed as follows.

- The draft pilot test plan and protocol will be submitted to the CITY for review within 30 days after receipt of the notice to proceed.
- The draft report will be submitted to the CITY within 60 days of completing the pilot study and receipt of all information from the CITY, Analytical Lab or others necessary to perform the evaluation.
- The final report will be submitted to the CITY with 10 days of receiving CITY's comments and completion of the report presentation to the CITY.

## VII. OTHER PROVISIONS

All exclusions and additional provisions agreed to in the original Contract are to remain in full effect during the implementation of the project. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, these assumptions are stated herein and are reflected in the budget for services.

- SUBCONSULTANT assumes operation and performance of the existing micronic bag filtration or cartridge pretreatment system ahead of the ion exchange vessels provides adequate suspended solids removal to allow pilot column operation with no hydraulic backwashing.

## VII. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for Professional Engineering Services. Total compensation shall be for all services, and any other items or requirements necessary to complete the work as described herein and shall not exceed $323,093.40 on a lump sum (LS) basis. Tasks shall be as requested and authorized by the CITY. The above-referenced total shall not be exceeded without written authorization from the CITY. The breakdown by tasks is as follows:

| Task | Compensation by Task (LS) |
|---|---|
| Task 1: Pilot Testing Preparation & Mobilization | $68,626.80 |
| Task 2: Pilot Operation and Support Services | $101,162.60 |
| Task 3: Feasibility Study & Alternatives Analysis | $24,583.90 |
| Task 4: Evaluation of Alternatives for Enhanced PFAS Treatment Report | $33,292.60 |
| Task 5: Project Management, Meetings with City Staff and Monthly Site Visits | $68,282.50 |
| Task 6: Indian River Lagoon Grant Management | $27,145.00 |

| | |
|---|---|
| **TOTAL** | $323,093.40 |

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

CONSULTANT: Holtz Consulting Engineers, Inc.

By:_____ Date:_____
Christine Miranda, PE, Vice President

ATTEST_____

---

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

By:_____ Date:_____
Holly Vath, Purchasing Department

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TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

By:_____ Date:_____
Peter Kunen, PE, Utilities and Engineering Director

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APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF STUART CITYONLY

By:_____ Date:_____
Lee Baggett, CITY Attorney

---

CITYOF STUART

By:_____ Date:_____
Michael Mortell, CITY Manager

**EXHIBIT A**

**"PROFESSIONAL'S PERSONNEL HOURLY RATE SCHEDULE"**

**Holtz Consulting Engineers, Inc.**

| Title | Hourly Rates |
|---|---|
| Principal Engineer | $210 |
| Associate Engineer | $195 |
| Senior Project Manager | $185 |
| Project Manager | $165 |
| Senior Project Engineer | $145 |
| Project Engineer (PE) | $135 |
| Project Engineer (EI) | $115 |
| Construction Manager | $160 |
| Construction Inspector | $110 |
| Senior Designer CAD Technician | $125 |
| Drafter CAD Technician | $110 |
| Administrative Assistant | $80 |

Attachment A: T.O. ___ City of Stuart PFAS Pilot Study & OneLagoon Grant Support

| Task | Item | Principal Engineer | Associate Engineer | Senior Project Manager | Project Manager | Senior Project Engineer (PE) | Project Engineer (PE) | Project Engineer (EI) | Senior Designer CAD Technician | Drafter CAD Technician | Administrative Assistant | Subconsultant | Item Cost (Note Subconsultant fee is marked up 10%) | Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rate | $210 | $195 | $185 | $165 | $145 | $135 | $115 | $125 | $110 | $80 | -- | | |
| | | Hours | | | | | | | | | | Fees | | |
| Task 1 - Pilot Testing Preparation & Mobilization | | | | | | | | | | | | $62,388.00 | $68,626.80 | $68,626.80 |
| Task 2 - Pilot Operation and Support Services | | | | | | | | | | | | $91,966.00 | $101,162.60 | $101,162.60 |
| Task 3 - Feasibility Study & Alternatives Analysis | | | | | | | | | | | | $22,349.00 | $24,583.90 | $24,583.90 |
| Task 4 - Evaluation of Alternatives for Enhanced PFAS Treatment Report | | | | | | | | | | | | $30,266.00 | $33,292.60 | $33,292.60 |
| Task 5 - Project Management, Meetings with City Staff and Monthly Site Visits | | | | | | | | | | | | $62,075.00 | $68,282.50 | $68,282.50 |
| Task 6 - Indian River Lagoon Grant Management | Contract set-up support | | 1 | 10 | | | 3 | 2 | | | | | $2,680.00 | $27,145.00 |
| | Quarterly reports (Assume 4 total) | | | 16 | | | 10 | 10 | | | | | $5,460.00 | |
| | Reimbursement requests (Assume 5 total) | | | 20 | | | 15 | 15 | | | | | $7,450.00 | |
| | Closeout support | | 1 | 20 | | | 5 | 5 | | | | | $5,145.00 | |
| | Coordination with Grant Manager and/or City staff | | 1 | 22 | | | 5 | 10 | | | 4 | | $6,410.00 | |
| | | 0 | 3 | 88 | 0 | 0 | 38 | 42 | 0 | 0 | 4 | $269,044.00 | | |
| | | | | | | | | | | | | **Total Engineering Fee** | | **$323,093.40** |

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

**Meeting Date:** 1/26/2026 **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 $ft^2$ Aldi Grocery Store, 8,750 $ft^2$ 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 $ft^2$ Burger King drive-through convenience restaurant and a 4,700 $ft^2$ 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 $ft^2$ 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 consider adoption of Ordinance 2545-2026, with the folliwng additional condition to be included in the Development Order:
1. Any outdoor seating shall require approval through an administrative variance granted by the Development Director.

**ATTACHMENTS:**
1. 2545-2026 - Ordinance Coffee Rush CPUD Updated
2. Staff Report - Coffee Rush Stuart Landings CPUD
3. CC 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 as presented with complimentary earth tone colors; and

**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 January 26, 2026, 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.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA R. CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMBELL RICH, COMMISSIONER | | | | |

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:

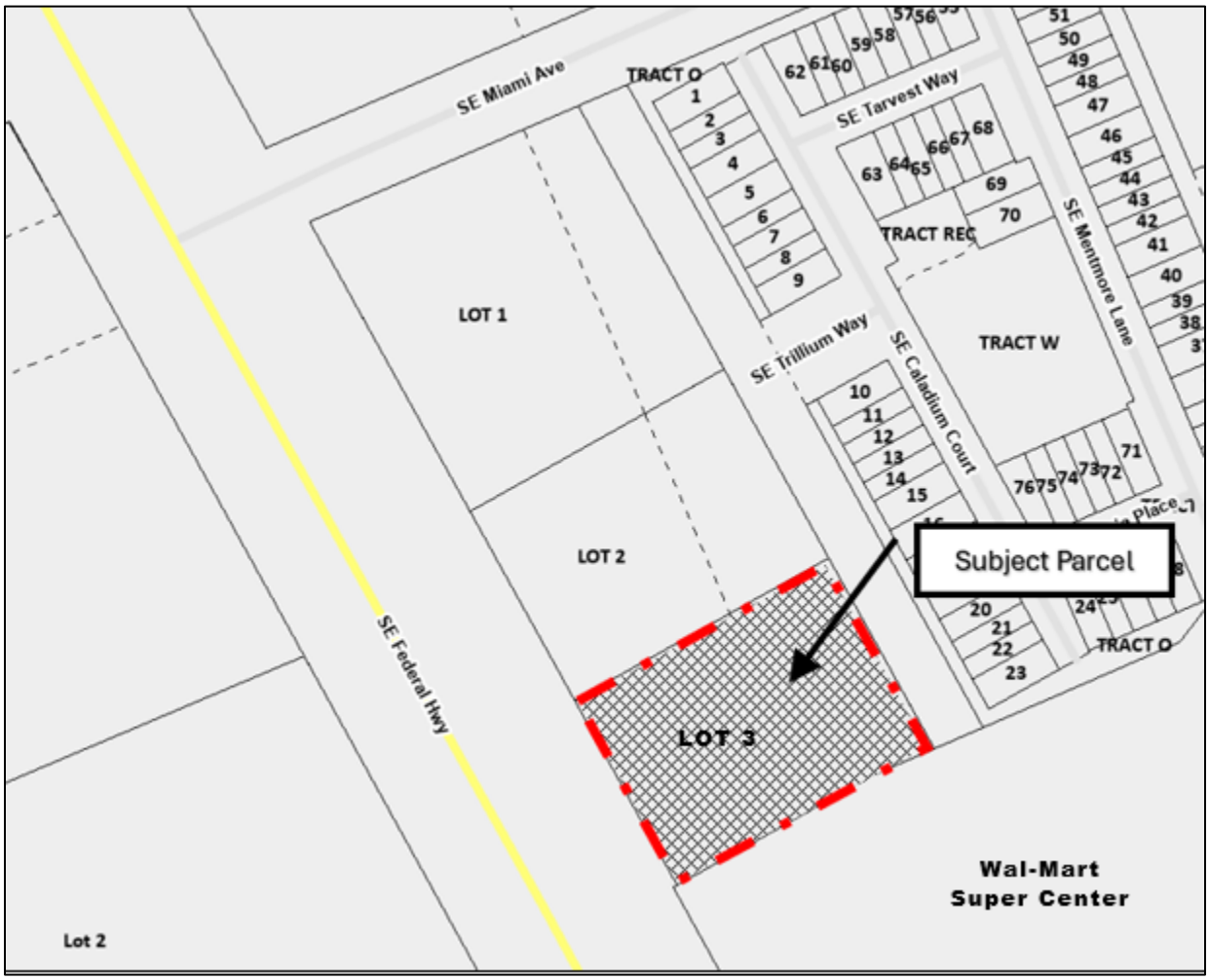
EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN ACCESS AGREEMENT, RECORDED IN BOOK 1948, PAGE 594, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

**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.
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 are 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 has 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, prefabricated, 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.de.

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.

24. <u>Any outdoor seating shall require approval through an administrative variance granted by the Development Director. (NEW CONDITION)</u>

**Development Timetable**

25. 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, 2028** |
| Final Certificate of Occupancy for all site and building improvements. | **December 30, 2030** |

**Allowable Uses**

26. 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**

27. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.
28. Billboards are prohibited on the property.
29. 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.
30. No vehicles shall be displayed or stored within the public right-of-way at any time.

**Signage**

31. 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**

32. 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.
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City of Stuart

**TO:** Mayor & City Commission

**FROM:** Jodi Kugler, Development Director

**MEETING DATE:** Monday, January 26, 2026

**SUBJECT:** Coffee Rush – Major Amendment to the Stuart Landings I & II CPUD (*Project: MJPD-25-2*)

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**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,<br>DKC Stuart Landings 2, LLC<br>431 Fairway Drive, Suite 201<br>Deerfield Beach, FL 33441 |
| Applicant: | Ron Yost, *President*<br>Coffee Rush, Inc.<br>2315 Falcon Drive<br>West Linn, OR 97068 |
| **Agent of Record**: | Jason Gunther, P.E.<br>Thomas Engineering Group<br>840 SE Osceola Street<br>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 $ft^2$) |
| **Future Land Use:** | Commercial |
| **Zoning District:** | CPUD (Commercial Planned Unit Development) |
| **Existing Use:** | *Building #4:* 2,845 $ft^2$ Burger King with drive-through facility<br>*Building #3:* Vacant |
| **Proposed Use:** | Building #4: 2,845 $ft^2$ Burger King and drive-through facility<br>*Building #3:* 490 $ft^2$ 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 $ft^2$ Aldi Grocery Store, 8,750 $ft^2$ 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 $ft^2$ Burger King drive-through convenience restaurant and a 4,700 $ft^2$ office building for Med-Express, via Ordinance No. 2384-2018.

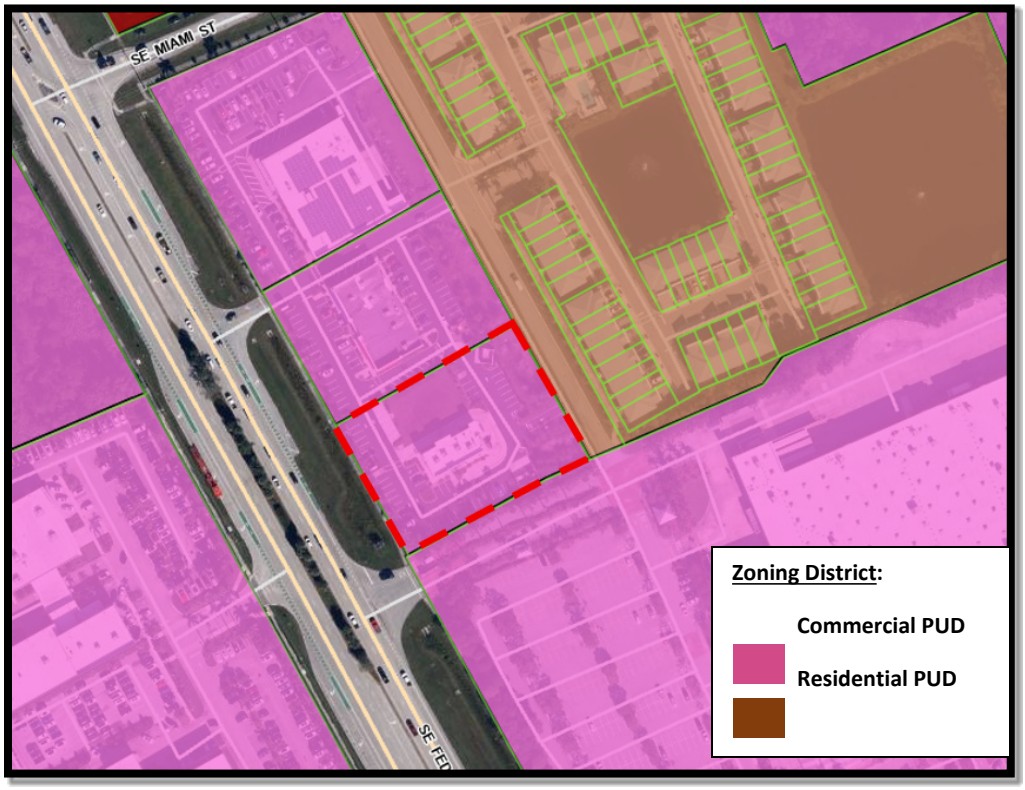
On January 14, 2025, Jason Gunther of Thomas Engineering Group submitted a Major Amendment request for the 1.27-acre parcel known as the Stuart Landings II CPUD on behalf of the owner, DKC Stuart Landings 2, LLC, and the applicant, Coffee Rush, Inc. This amendment aims to permit the development of the proposed 490 $ft^2$ 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).

## AERIAL LOCATION MAP




## ZONING DISTRICT MAP



**FUTURE LAND USE MAP**




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**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

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

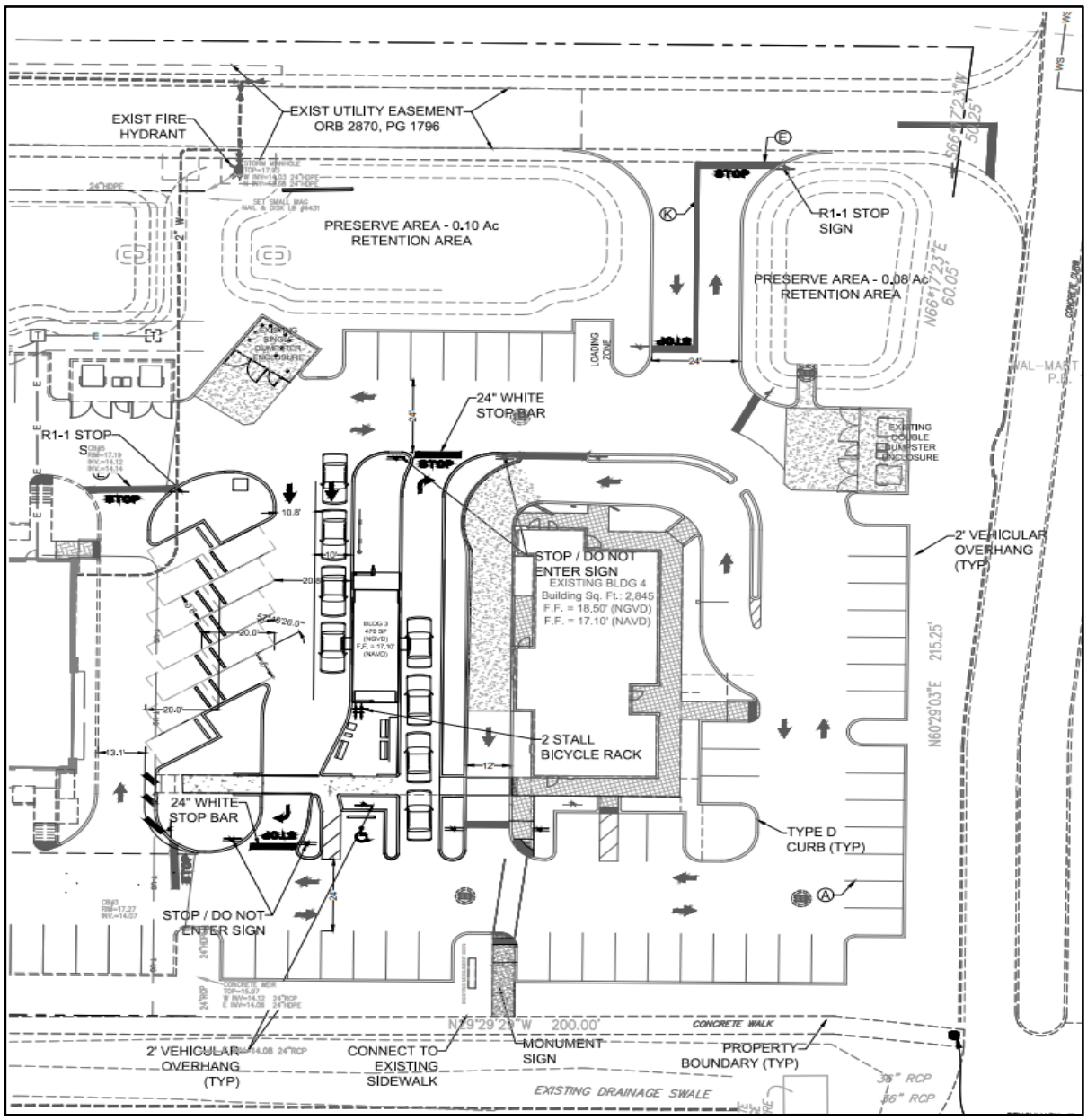
The applicant is requesting approval from the City Commission to deviate from the following Land Development Code requirements:

| Code Section | Requirement | Deviation |
|---|---|---|
| **LDC Section 6.01.07** – *Standards for Drive-Through Facilities* | 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) |

**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**



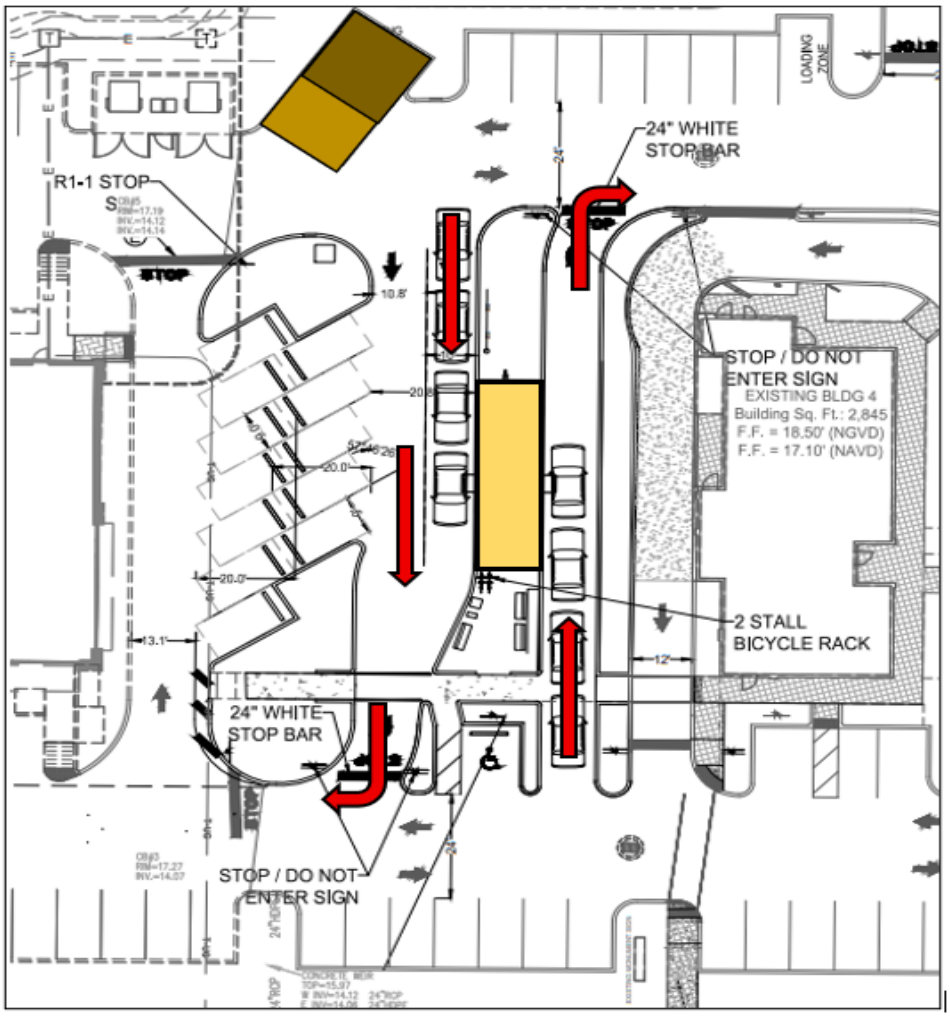



**TABLE 6 – COMMERCIAL AREA, IMPERVIOUS, SETBACK, & HEIGHT REQUIREMENTS**

| 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.

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% |
| *Lot #3 – Existing (Burger King & Coffee Rush)* | *17,359* | *0.40* | *31%* |
| Lot #3 – Proposed *(Burger King & Coffee Rush)* | 17,7653 | 0.41 | 32% |
| **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.

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| 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 December 15, 2025, the applicant notified 36 property owners located within 300 feet of the subject parcel. One (1) public notification sign detailing the City Commission Meeting.

**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.

At the January 12, 2026, City Commission meeting, discussion occurred regarding the size of the proposed outdoor seating area. Following the meeting, staff conferred with the applicant and confirmed that no outdoor seating is being proposed at this time.

Accordingly, staff added a new condition of approval to the Development Order requiring that nay future outdoor seating obtain an Administrative Variance approved by the Development Director.

Outlook

**(No subject)**

**From** Jason Gunther <jgunther@Thomaseg.com>
**Date** Thu 12/18/2025 1:38 PM
**To** Dawn McClain <dmcclain@thomaseg.com>


TRESSFIRM
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 – January 12th, 2026, AT 4:00 PM
2nd Reading – January 26th, 2026, AT 5:30 PM
STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION




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
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STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION



Jason Gunther
Thomas Engineering Group, LLC
840 SE Osceola Street
Stuart, FL 34994
P: 772-888-3138
C: 954-319-7616

# Notice to Surrounding Property Owners

| | |
|---|---|
| **Public Hearing Before:** | City Commission |
| **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 City Commission on **Monday, January 12, 2026, beginning at 4:00 P.M.,** and the second hearing on **Monday, January 26, 2026, beginning at 5:30 P.M.** to consider the above request.

The public hearings 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.

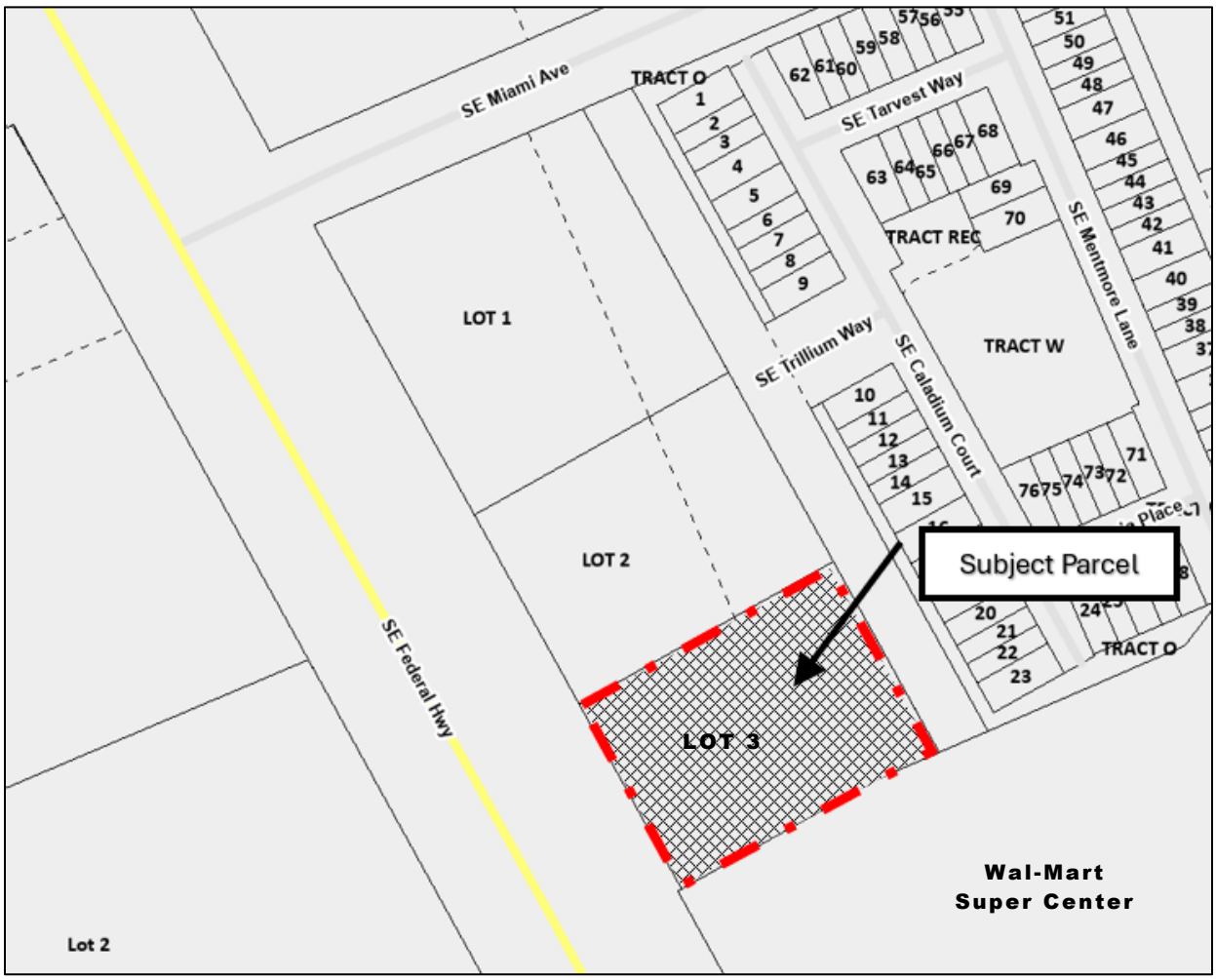
If you have any questions regarding this notice, contact Jodi Kugler, Development Director at (772) 288-5328 or by email at jnentwick@stuartfl.gov.

Sincerely,

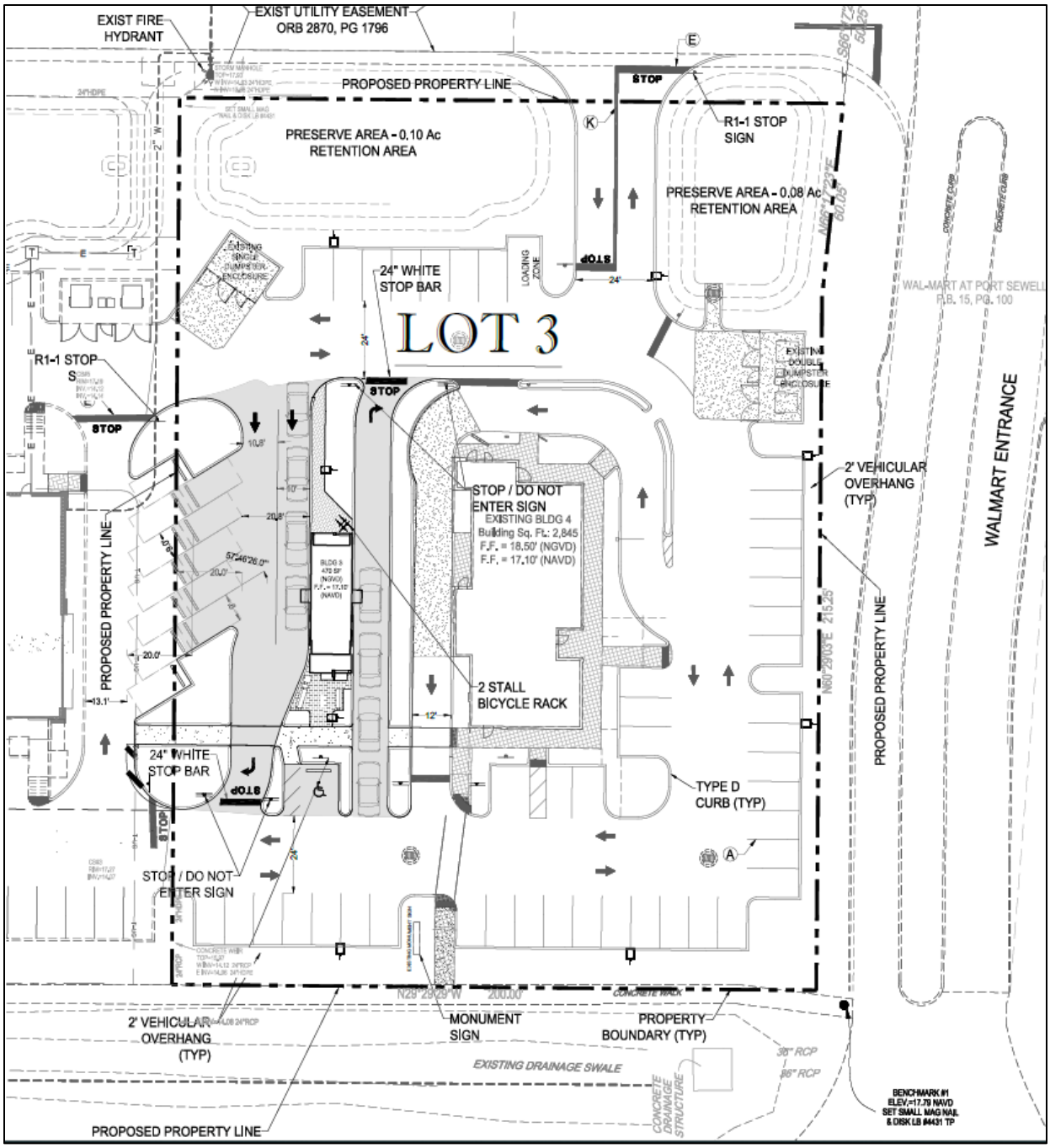
Jodi Kugler

Jodi Kugler
Development Director

# Location Map



# Proposed Site layout



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

# AFFIDAVIT ATTESTING TO NOTIFICATION

Jeff Williams, 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**

by Dawn McClain at Thomas Engineering

That a copy of the notice was sent by regular U.S. Mail on December 15, 2025, 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.

CDO
SIGNED (*PROPERTY OWNER / AUTHORIZED AGENT*)

SIGNED (*PROPERTY OWNER / AUTHORIZED AGENT*)

STATE OF FLORIDA, COUNTY OF Broward
Sworn and subscribed before me by means of ✓ physical presence or ____ online notarization, this 17 day of December, 2025,

By

Jeff Williams.
Personally Known OR Produced Identification

Type of Identification Produced:

**Notary Public, State of** Florida
**(Notary Seal)**

**My Commission expires:** 11/24/27

BEATRICE T. WILLIAMS
Commission # HH 457886
Expires November 24, 2027

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: 12-13-23 | 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)*

RECEIVED
JAN 14 2025
By: .....

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 of Owner

Jeffrey Williams, Executive Vice President
By: Name/Title

431 Fairway Drive, Sutie 201,
Street Address

Deerfield Beach, FL 33441
City, State, Zip Code

P.O. Box

City, State, Zip Code

954-354-8296
Telephone Number

Fax Number

jwilliams@kanoversouth.com
Email Address:

STATE OF FLORIDA, COUNTY OF Broward

Sworn and subscribed before me by means of [X] 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

DEVIKA RAMKELAWAN-FRANCIS
MY COMMISSION # HH 538125
EXPIRES: August 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:<br>Ron Yost | City/State/Zip Code:<br>97068 |
| Title:<br>President | Telephone Number:<br>503.970.4964 |
| Company:<br>Coffee Rush, Inc. | Facsimile Number: |
| Company Address:<br>2315 Falcon Drive | Email Address (optional):<br>ronyost@coffeerush.net |

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

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

RECEIVED
JAN 14 2025
By: .....

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.

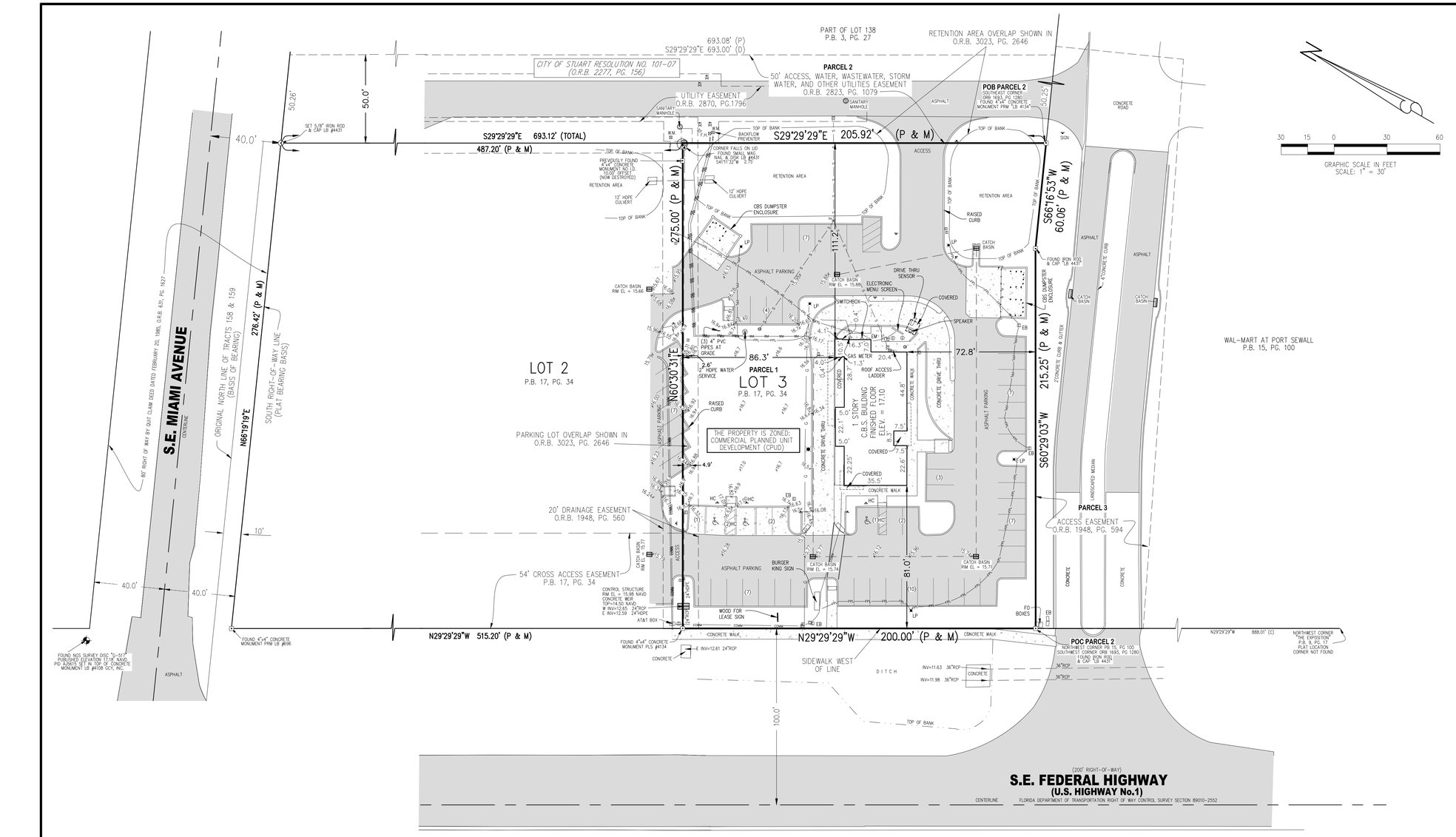
*(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)*

**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)**




## VICINITY MAP
NOT TO SCALE

## PROPERTY DESCRIPTION

PARCEL 1:

LOT 3, OF STUART LANDINGS, ACCORDING 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 SEWALL 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. 1100073840; 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
COFFEE 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. REPRODUCTIONS 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
Digitally signed by Kenneth J Buchanan
DN: c=US, o=LIDBERG LAND SURVEYING, ou=Qualified=A01410D0000001DD1FAB 6F0000636E5, cn=Kenneth J Buchanan
Date: 2025.07.11 10:06:36 -04'00'

KENNETH J. BUCHANAN LICENSE NUMBER LS7202 STATE OF FLORIDA Professional Surveyor and Mapper

DATE OF SURVEY: FEBRUARY 3, 2025

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

ABBREVIATIONS:
(C) = CALCULATED FROM FIELD DATA
C.B.S. = CONCRETE BLOCK STRUCTURE
C.M.B. = COMMISSIONERS' MINUTES BOOK
CMH = CONFLICT MANHOLE
CONC = CONCRETE
(D) = DEED
D.B. = DEED BOOK
EB = ELECTRIC BOX
EL = ELEVATION
EM = ELECTRIC METER
F.H. = FIRE HYDRANT
FND. = FOUND
FO = FIBER OPTIC
F.P.L. = FLORIDA POWER & LIGHT
HC = HANDICAP
HDPE = HIGH DENSITY POLYETHYLENE
ICV = IRRIGATION CONTROL VALVE
I.D. = IDENTIFICATION
I.P. = IRON PIPE
INV. = INVERT
I.R. = IRON ROD
LB = LICENSE BUSINESS
LP = LIGHT POLE
(M) = MEASURED
MH = MANHOLE
M.H.W. = MEAN HIGH WATER
MON. = MONUMENT
O.R.B. = OFFICIAL RECORD BOOK
(P) = PLAT
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
PID = PERSISTENT IDENTIFIER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCING
PCP = PERMANENT CONTROL POINT
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.R.M. = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
R.O.W. = RIGHT-OF-WAY
RCP = REINFORCED CONCRETE PIPE
R.P.B. = ROAD PLAT BOOK
(S) = SURVEY
SLP = STOP LIGHT POLE
SMH = SANITARY MANHOLE
SBTMH = SOUTHERN BELL TELEPHONE MANHOLE
STMH = STORM MANHOLE
TB = TRAFFIC BOX
TLP = TRAFFIC LIGHT POLE
TYP. = TYPICAL
U.E. = UTILITY EASEMENT
WP = WOOD POLE
WUP = WOOD UTILITY POLE
WM = WATER METER
WV = WATER VALVE

UNDERGROUND LEGEND:
COMM = COMMUNICATION
FPL = ELECTRIC
G = GAS
S = SANITARY SEWER
ST = STORM
WM = WATER

LEGEND:
x.xx = SPOT ELEVATION
= BOLLARD
= CATCH BASIN
= CATCH BASIN (INLET)
= CLEAN OUT
= CABLE RISER
= CONCRETE UTILITY POLE
= ELECTRIC BOX
= FIRE HYDRANT
= FLAG
= GREASE MANHOLE
= GUY WIRE
= IRRIGATION CONTROL VALVE
= LIGHT POLE
= LANDSCAPE LIGHT
= MAIL BOX
= SIGN
= SANITARY MANHOLE
= TELEPHONE RISER
= SEWER VALVE
= STORM MANHOLE
= TELEPHONE RISER
= TREE
= WATER METER
= WATER VALVE
= WOOD UTILITY POLE
= WATER SERVICE
= YARD DRAIN
(4) = PARKING SPACE COUNT
(2)HC = HANDICAP PARKING SPACE COUNT

FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NO.: 110073840

| AFFECTS: PROPERTY AS SHOWN | AFFECTS: PROPERTY, NOT PLOTTABLE | DOES NOT AFFECT PROPERTY | | |
|---|---|---|---|---|
| | | ● | EX. 9) | PLAT BOOK 3, PAGE 7 (NOTE – NO LONGER AFFECTS BY RE-PLAT IN P.B. 17, PG. 34) |
| ● | | | EX. 10) | PLAT BOOK 17, PAGE 34 |
| | ● | | EX. 11) | BOOK 450, PG. 945; BOOK 550, PG. 2332; BOOK 624, PG. 1191; BOOK 665, PG. 397; BOOK 1106, PG. 1383; BOOK 1948, PG. 547; BOOK 2055, PG. 1980; BOOK 3023, PG. 2646 |
| SEE NOTE | | | EX. 12) | DEED BOOK 9, PG. 566 (NOTE – MAY AFFECT, UNABLE TO LOCATE) |
| ● | ● | | EX. 13) | BOOK 631, PG. 1635; BOOK 1948, PG. 560; BOOK 1948, PG. 594 |
| | ● | | EX. 14) | BOOK 980, PG. 1213 |
| ● | | | | BOOK 2277, PG. 156; BOOK 2823, PG. 1079 |
| | ● | | EX. 15) | BOOK 1277, PG. 1738; BOOK 1277, PG. 1747; BOOK 1277, PG. 1753; BOOK 1321, PG. 722; BOOK 3022, PG. 1 |
| | | ● | | BOOK 2809, PG. 2721 |
| | ● | | EX. 16) | BOOK 2312, PG. 836; BOOK 3030, PG. 460 |
| | | ● | | BOOK 2841, PG. 2527 |
| | ● | | EX. 17) | BOOK 2935, PG. 1198, BOOK 3033, PG. 1120 |
| | | ● | EX. 18) | BOOK 2841, PG. 2527 |
| | | ● | EX. 19) | BOOK 2850, PG. 1608, BOOK 2870, PG. 1783; BOOK 2870, PG. 1790 |
| | | ● | EX. 20) | BOOK 2870, PG. 1802 (NOTE – LIFT STATION EASEMENT – LOT 1, STUART LANDING – BOOK 2870, PG. 1790) |
| | ● | | EX. 21) | BOOK 3012, PG. 1982; BOOK 3023, PG. 2646 |

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

## 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.V.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.

| DATE: | REVISIONS: | BY: |
|---|---|---|
| 07/11/25 | ADDRESS COMMENTS BY CITY OF STUART | D.B. |
| 05/13/25 | TOPOGRAPHIC SURVEY 15-014A-104C F.B. 839/70 D.B.; ADDRESS COMMENTS BY CITY OF STUART | D.B. |
| 02/03/25 | UPDATE SURVEY 15-014A-104C SEE NOTES D.B. | R.R. |
| 09/25/23 | UPDATE SURVEY 15-014A-104B F.B. 832/33-34 & 835/18 A.B./K.F. | A.C.B. |
| 05/10/18 | UPDATE SURVEY 15-014A-104A F.B. 731/12 K.F. | L.J.C. |
| 12/08/16 | UPDATE SURVEY 15-014A-104 F.B. 707/50 A.M. | L.J.C. |
| 04/25/15 | TREE LOCATIONS AND NUMBERS 15-014A-113 | L.J.C. |
| 04/22/15 | REVIEW AMENDED TITLE COMMITMENT 15-014A-112 | L.J.C. |

LIDBERG LAND SURVEYING, INC.
LB4431
3780 Burns Road, Suite 6
Palm Beach Gardens, Florida 33410 TEL. 561-746-8454

**BOUNDARY SURVEY**
**LOT 3, STUART LANDINGS**
**3991 S.E. FEDERAL HWY, STUART, FL**
**PREPARED FOR:**
**DKC STUART LANDINGS 2, LLC**

| | | | |
|---|---|---|---|
| CAD. | K:\AUTOCAD2000\383841\17-34\15-014A\DWG\15-014A-104B.dwg | | |
| REF. | K:\UST \ 383841 \ 03-07 \ 15-014-101 \ 15-014-101.DGN | EAST MD2 PLAN | |
| FLD. | J.S./K.F. | FB. 678 674 | PG. 75, 18,19 |
| OFF. | E.C./L.J.C. | JOB | 15-014A-112 |
| CKD. | D.C.L. | DATE | 03/30/15 |
| | | SHEET 1 OF 1 | DWG. D15-014A |

K:\AUTOCAD2000\383841\17-34\15-014A\DWG\15-014A-104B.dwg, 7/11/2025 10:04:15 AM, 1:1

# 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

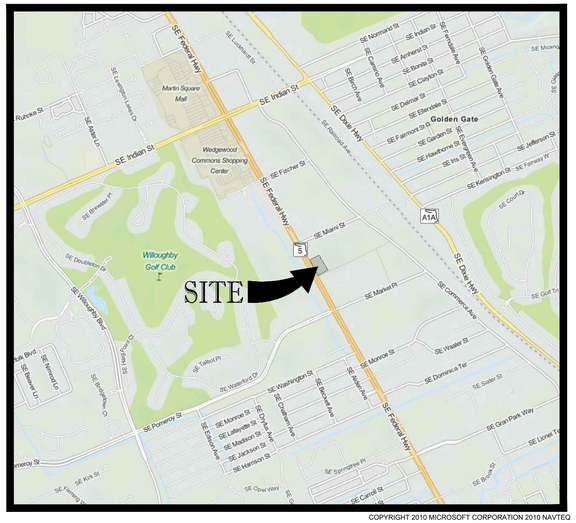
SCALE: 1"=1000'




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### LOCATION MAP

SCALE: 1" = 1500'




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### PROPERTY DESCRIPTION

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

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


THOMAS ENGINEERING GROUP
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THE INFORMATION, DESIGN, AND CONCEPTS OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE LOANED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION.

REVISIONS:

| REV: | DATE: | COMMENT: | BY: |
|---|---|---|---|
| | | | |

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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

THOMAS ENGINEERING GROUP

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SHEET TITLE:

**COVER SHEET**

SHEET NUMBER:

**C-01**

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J:\2022\FJ230022-DKC\E-------\ARCH\C-01 COVER SHEET

# 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.

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:

ALTA/ACSM 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL 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 AS EVIDENCE 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 ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

20. THOMAS ENGINEERING GROUP WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR 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.

21. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING GROUP, NOR THE PRESENCE OF THOMAS ENGINEERING GROUP OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THOMAS ENGINEERING GROUP AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THOMAS ENGINEERING GROUP SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

22. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

23. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC IN PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

24. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

25. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

26. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

27. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED) PRIOR TO CERTIFICATE OF OCCUPANCY. THESE EASEMENTS SHALL BE SKETCHED, DESCRIBED, AND RECORDED AT THE SOLE COST OF THE CONTRACTOR.

28. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

29. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND CITY OF STUART FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

30. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

31. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND APPROVED BY CITY OF STUART AND MARTIN COUNTY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

32. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

33. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM CITY OF STUART.

34. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY'S TRAFFIC ENGINEERING STANDARDS.

# SANITARY SEWER NOTES:

A. GENERAL:
1. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.

B. MATERIALS:
1. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS. (24" SHALL BE DR-25)
2. DUCTILE IRON PIPE (DIP) SHALL BE CEMENT OR POLYLINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING. MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-86 OR LATEST REVISION, MINIMUM WALL THICKNESS CLASS 52 (4"-12") & CLASS 51 (14"-20") (UNLESS OTHERWISE SPECIFIED).
3. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.

C. INSTALLATION:
1. PIPE AND FITTINGS:
a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S 'RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE".
b. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST REVISION.
c. BEDDING AND INITIAL BACKFILL (12 INCHES) OVER SEWER MAINS AND SERVICES 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 CITY OF STUART. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
3. SERVICE:
a. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE AS INDICATED IN THE FLORIDA BUILDING CODE.
b. SERVICE LATERALS SHALL TERMINATE AT A DEPTH 30" BELOW FINISHED GRADE OR AS INDICATED ON PLUMBING PLAN.
c. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
d. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED RED, EXTENDING 18"(MIN) ABOVE GRADE.
e. CONTRACTOR SHALL ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND PLUG. AT PROJECT COMPLETION, CUT BACK TO FINISHED GRADE.
f. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE CITY'S BUILDING AND ZONING DEPARTMENT, PLUMBING SECTION.

D. TESTING:
1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
3. MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.
4. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN ATWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED AND ALL LINES SHALL BE T.V. INSPECTED.
5. SANITARY SEWER SHALL BE TELEVISED AND LAMPED AT DEVELOPER'S EXPENSE, PRIOR TO FINAL ACCEPTANCE. OWNER / CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO CERTIFICATION TO ANY AGENCY.
6. VISIBLE INFILTRATION LEAKAGE INTO MANHOLES AND SEWER PIPE SHALL NOT BE PERMITTED.

# WATER DISTRIBUTION AND/OR SANITARY SEWER FORCE MAIN SYSTEM

A. GENERAL:
1. 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.
2. BEDDING AND INITIAL BACKFILL FOR MAINS SHALL BE SAND WITH NO ROCKS LARGER THAN 1" IN DIAMETER
3. USE "DETECTO' TAPE ON ALL PVC MAINS (18" ABOVE), AND USE "NON-DETECTO" TAPE ON ALL D.I.P. MAINS (18" ABOVE).
4. 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:
1. 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 & COATED 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.
2. 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).
3. 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, GASKETS, 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.
4. VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-87 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.
a. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2360-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN 5002500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C509-87.
b. TAPPING VALVES SHALL BE MUELLER H667 OR APPROVED EQUAL..
c. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS. NO SUBSTITUTIONS ALLOWED.
5. TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL PER MARTIN COUNTY.
6. VALVE BOXES SHALL BE TYLER/UNION 461-S OR APPROVED EQUAL, PER MARTIN COUNTY UTILITY AUTHORITY.
7. 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 1-2-3458 OR STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.
8. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.
9. FIRE HYDRANTS SHALL HAVE A 5 1/4 " MAIN VALVE OPENING. PUMPER NOZZLE TO BE 18" 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-81-4 OR APPROVED EQUAL. BLUE REFLECTIVE PAVEMENT MARKER REQUIRED IN CENTER OF NEAREST DRIVING LANE FOR FIRE HYDRANTS.

C. SERVICE CONNECTION:
1. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-62 WITH THREADED ENDS, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
2. CURB STOPS SHALL BE MUELLER OR APPROVED EQUAL.
3. 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.
4. SERVICE PIPING SHALL BE TYPE 'K' DRAWN COPPER.

D. INSTALLATION:
1. GENERAL:
CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE BY USING ONE OF THE FOLLOWING METHODS:
a. METHOD A PER MARTIN COUNTY UTILITY DEPARTMENT STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN AND THE NEW ONE.
b. METHOD B PER MARTIN COUNTY UTILITY DEPARTMENT STANDARDS, WHICH INVOLVES A DIRECT CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING TWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.
c. 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.
2.BEDDING:
BEDDING AND INITIAL BACKFILL (12 INCHES ABOVE PIPE) FOR All PIPE SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR3/4 " 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.
3. PVC PIPE:
a. 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.
b. PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER
c. DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" ABOVE THE PIPE, COLOR SIDE UP.
4. DUCTILE PIPE:
a. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION.
b. D.I.P. SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER.
c. "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:
a. 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.
b. MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE.
c. 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 MOWED AREAS OR IN PARKING STALLS REQUIRE A REFLECTIVE PAVEMENT MARKER ON THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT. WHITE REFLECTORS FOR THE WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES. d THE DISTANCE FROM THE TOP OF THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12 INCHES AND A MAXIMUM OF 18 INCHES.

6.SERVICE:
a. COVER OVER SERVICE LINES SHALL BE 18" MINIMUM, 36" MAXIMUM BELOW FINISHED GRADE AND 36" UNDER PAVEMENT.
b. SERVICES UP TO 2" SHALL BE TYPE "K" COPPER PER MARTIN COUNTY.
c. METER STOPS SHALL HAVE 8" TO 10" COVER AS REQUIRED FOR PROPER METER/BOX INSTALLATION.
d. 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.
e. 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.

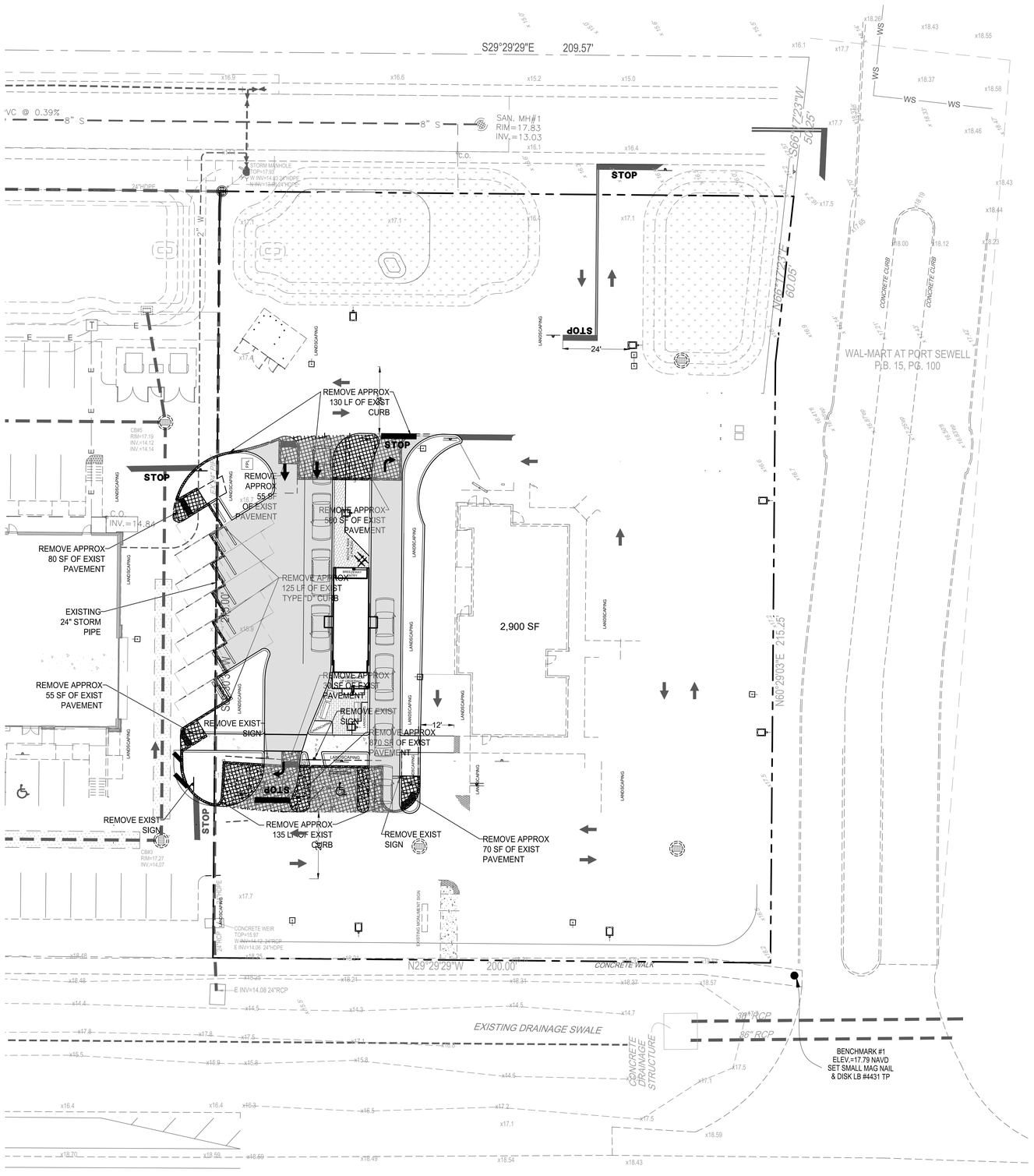
E. TESTING
1. BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED.HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION, THE PRESSURE TEST SHALL NOT VARY MORE THAN ±5 P.S.I. DURING THE TEST.
2. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE MARTIN COUNTY UTILITY AUTHORITY AND THE ENGINEER OF RECORD.
3. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-05; 150 PSI MINIMUM STARTING TEST PRESSURE, WITH BACTERIOLOGICAL SAMPLES APPROVED BY THE MARTIN COUNTY PUBLIC HEALTH DEPARTMENT.
4. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS.IF NOT SPECIFIED, 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.
5. THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{S\,D\,P^{0.5}}{133200}$$

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

A. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS SHO




## MINIMUM CONSTRUCTION INSPCETIONS:

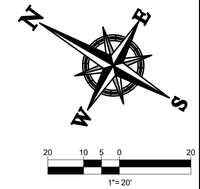
1. PRE-CONSTRUCTION MEETING TO BE COORDINATED BY THOMAS ENGINEERING PRIOR TO ANY CONSTRUCTION, ALL INSPECTIONS SHALL BE SCHEDULED THROUGH THOMAS ENGINEERING 48 HOURS IN ADVANCE.

ONSITE INSPECTIONS:
1. ALL UNDERGROUND STRUCTURES SHALL BE INSPECTED BY THOMAS ENGINEERING, MUD WORK AND ALL PIPE CONNECTIONS SHALL BE FULLY INSPECTED.
2. TOP OF EXFILTRATION TRENCH TO BE INSPECTED FOR CORRECT DIMENSIONS.
3. ALL SUBGRADE SHALL BE STRING LINED FOR CORRECT DEPTH.
4. ALL PAVEMENT BASE SHALL BE BOARDED TO ENSURE POSITIVE DRAINAGE IN ALL AREAS.
5. ALL SIDEWALK FORM BOARDS SHALL BE INSPECTED PRIOR TO CONCRETE BEING POURED
6. FINAL INSPECTION SHALL NOT BE SCHEDULED UNTIL FINAL AS-BUILTS AND ALL TESTING DATA HAS BEEN RECEIVED.

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.

## CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. SIDEWALK, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXISTING GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. PLEASE SEE MEP PLANS FOR CONTINUATION OF ROOF LEADERS.
14. 2.0% MAXIMUM SLOPE ON HANDICAP SPACES AND ADA ACCESS WAYS.
15. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%
17. MAINTENANCE OF TRAFFIC(MOT) SHALL BE PER FDOT INDEX 613.




## PAVING, GRADING & DRAINAGE LEGEND

| EXISTING | TYPICAL NOTE TEXT | PROPOSED |
|---|---|---|
| SL | SANITARY SEWER LATERAL | SS |
| W | UNDERGROUND WATER LINE | W |
| E | UNDERGROUND ELECTRIC LINE | E |
| G | UNDERGROUND GAS LINE | GAS |
| OH | OVERHEAD WIRE | |
| T | UNDERGROUND TELEPHONE LINE | |
| | STORM SEWER | |
| S | SANITARY SEWER MAIN | |
| | HYDRANT | |
| S | SANITARY MANHOLE | |
| | CATCH BASIN | |
| | WATER VALVE | |
| | BACKFLOW PREVENTER | |
| | WATER METER | |
| | CLEAN OUT | |
| x.xx | GRADE SPOT SHOT | xx.xx |
| | FDOT SIDEWALK RAMP TYPE | CR-G |

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


THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
840 SE OSCEOLA ST STUART, FL 34994 P: 772-888-3138


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REVISIONS:

| REV: | DATE: | COMMENT: | BY: |
|---|---|---|---|
| | | | |

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

PROJECT:

**COFFEE RUSH STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART FLORIDA


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


JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
September 9, 2025
FLORIDA LICENSE No.(58629)
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERT. No. 27528

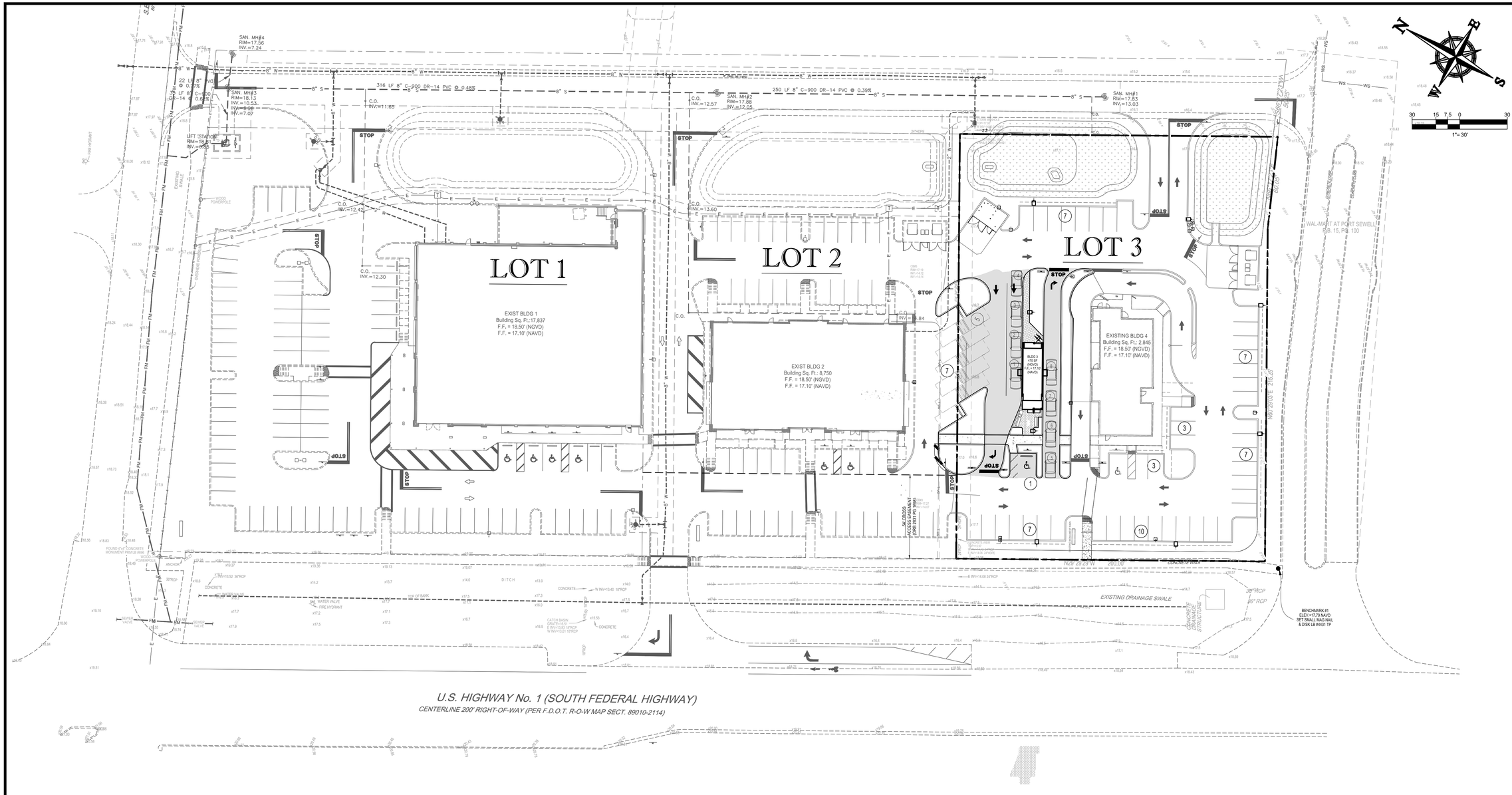
SHEET TITLE:

**DEMO PLAN**

SHEET NUMBER:

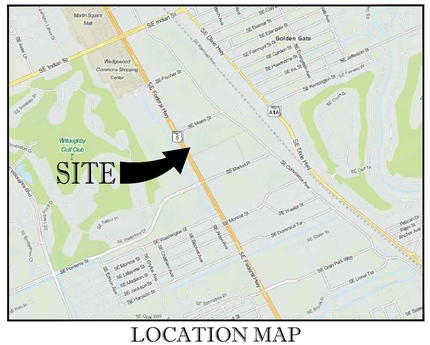
**C-03**


Printed on Tuesday, September 09, 2025, 11:19 AM by Jason Gunther
J:\2023\FJ230022 - COFFEE RUSH STUART LANDINGS\CAD\PLAN\C-03 DEMO PLAN.dwg



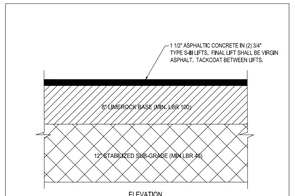

GENERAL NOTES:

1. 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
2. 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.
3. THESE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATESTEDITION).HOWEVER,WHERECONFLICTSEXIST,TYPICALT-P-13 SHALL TAKE PRECEDENCE OVER F.D.O.T. STANDARD SPECIFICATIONS.
4. THERMOPLASTIC SHALL NOT BE INSTALLED ON ROADWAY UNTIL FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
5. ALL STOP BARS SHALL BE PLACED 4' BEHIND CROSSWALKS
6. ALL STOP BARS AND CROSSWALK STRIPING SHALL BE THERMOPLASTIC
7. ALL RADII ARE 5' UNLESS OTHERWISE NOTED

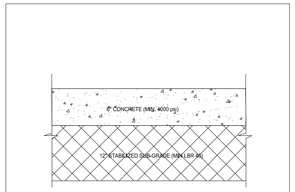

SITE
Martin Square Mall
Wedgewood Commons Shopping Center
Willoughby Golf Club
Golden Gate
SE Indian St
SE Federal Hwy
SE Dixie Hwy
SE Monroe St
SE Ocean Blvd
SE Osceola St
SE Flagler Ave
SE Dixie Fwy
SE Commerce Ave
SE Cove Rd
SE Cove Pines Way
SE Lovell Ter
SE Gomez Ave
SE Gaines St
SE Salerno Rd
SE Willoughby Blvd
SE Willoughby Ter
SE Hibiscus Dr
SE Hibiscus Ct
SE Hibiscus Pl
SE Hibiscus Ln
SE Hibiscus Cir
SE Hibiscus Way
SE Hibiscus Ter

# PROPERTY DESCRIPTION

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




1 ASPHALTIC CONCRETE PAVEMENT DETAIL
SCALE: NONE

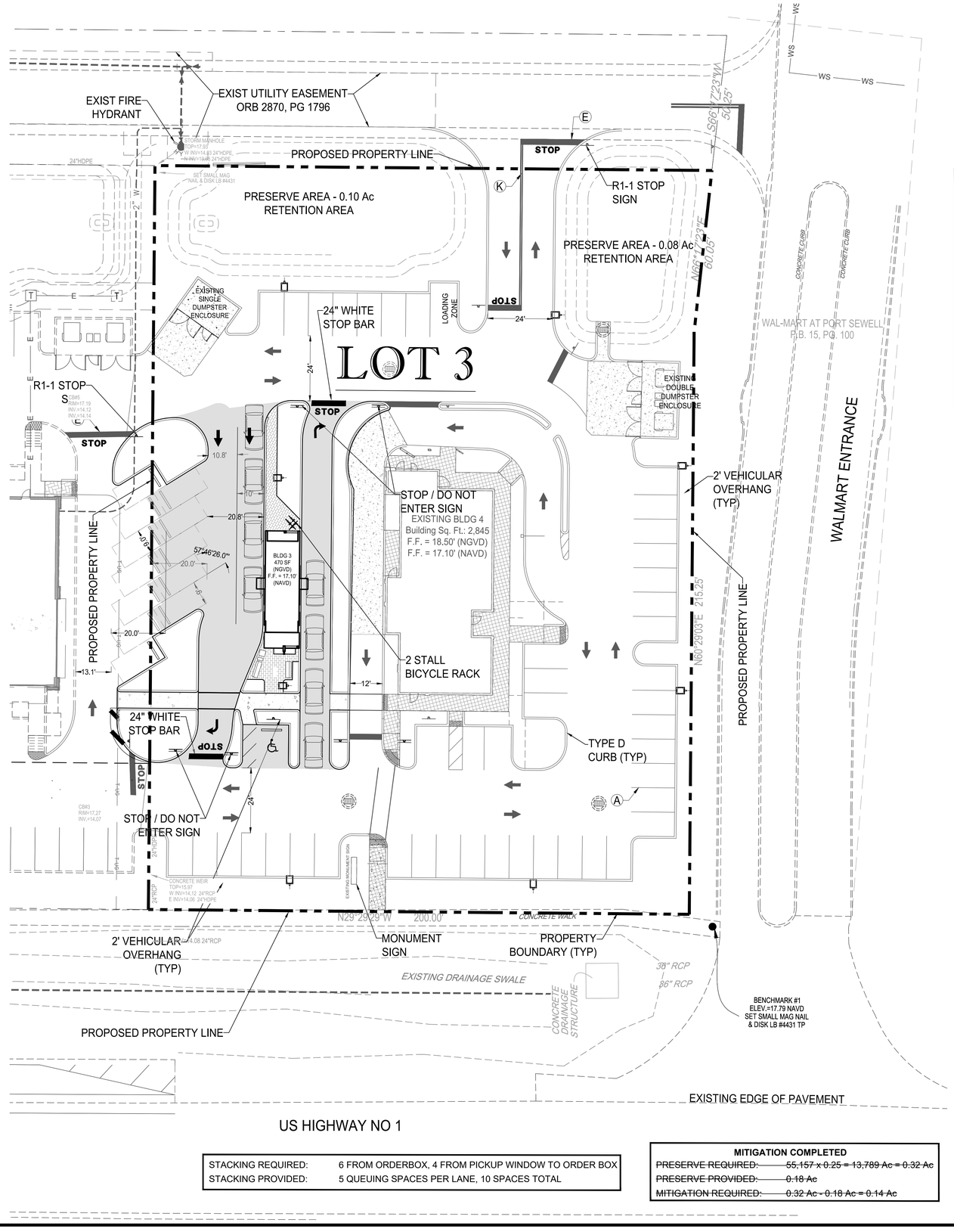



2 CONCRETE PAVEMENT
SCALE: NONE

| | 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) per LDC Section 6.01.13 | 17,653 | 0.41 | 32% |

| **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 |

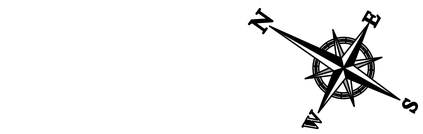


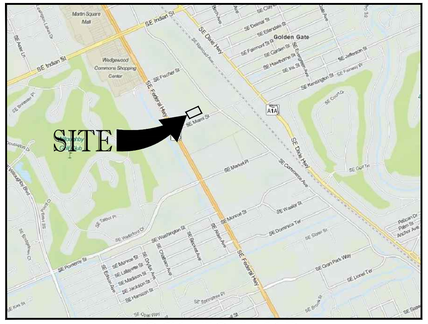

| | |
|---|---|
| STACKING REQUIRED: | 6 FROM ORDERBOX, 4 FROM PICKUP WINDOW TO ORDER BOX |
| STACKING PROVIDED: | 5 QUEUING SPACES PER LANE, 10 SPACES TOTAL |

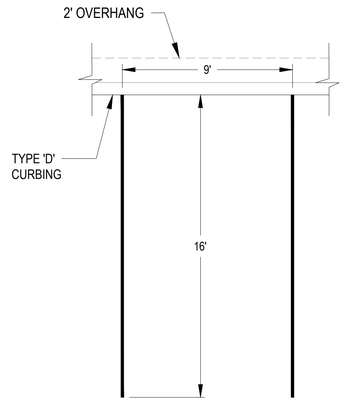
**MITIGATION COMPLETED**

~~PRESERVE REQUIRED: 55,157 x 0.25 = 13,789 Ac = 0.32 Ac~~
~~PRESERVE PROVIDED: 0.18 Ac~~
~~MITIGATION REQUIRED: 0.32 Ac - 0.18 Ac = 0.14 Ac~~

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

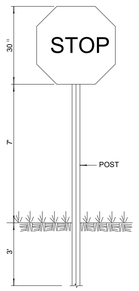


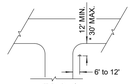


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SE Cove Rd
SE Ocean Blvd
SE Dixie Hwy
SE Monterey Rd
SE Osceola St
SE Cove Rd
SE Lower Tar



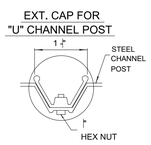

## 8 PARKING STALL DETAIL

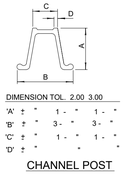
SCALE: NONE




TYPICAL STOP SIGN PLACEMENT
(UNCURBED SECTION)

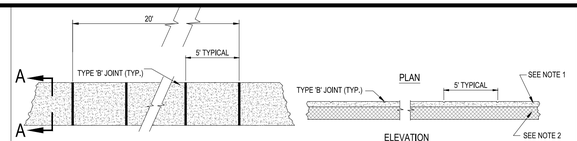


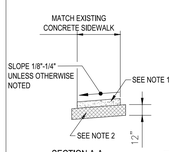



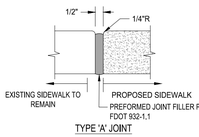

CHANNEL POST

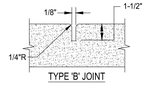
## 2 STOP SIGN DETAILS

SCALE: NONE



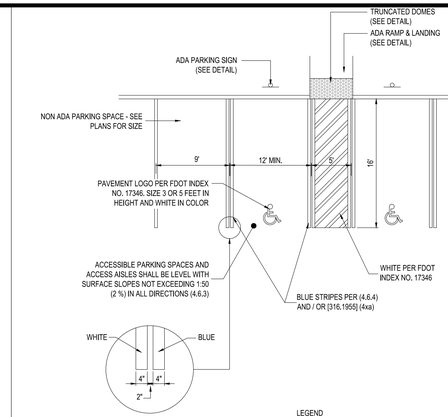

| TABLE OF SIDEWALK JOINTS | |
|---|---|
| TYPE | LOCATION |
| 'A' | AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK |
| 'B' | 5 FEET CENTER TO CENTER ON SIDEWALKS. |

NOTES:

1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180, (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS, UNLESS OTHERWISE NOTED.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.

## 3 SIDEWALK DETAILS

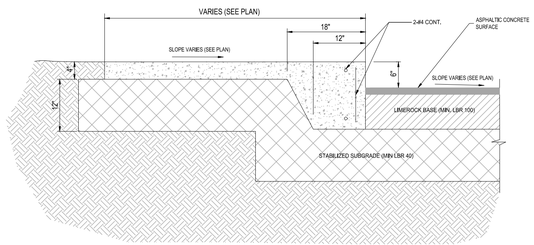
SCALE: NONE




LEGEND
(4.6.3) FLORIDA ACCESSIBILITY
[316.1955] FLORIDA STATUES

## 4 ACCESSIBLE PARKING SPACE - ADA COMPLIANT

SCALE: NONE

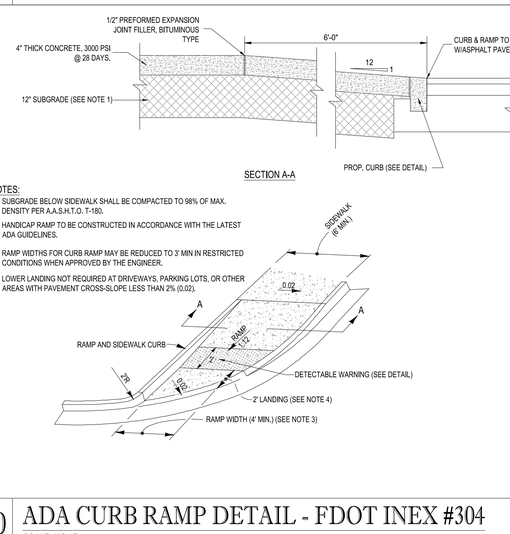



NOTES:

1. 6" SIDEWALK SHALL BE INSTALLED ON ENLARGED WALKWAYS SUBJECT TO VEHICLE TRAFFIC.
2. LIMEROCK BASE TO BE COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180 (TYP)

## 5 THICKENED EDGE SIDEWALK DETAIL

SCALE: NONE



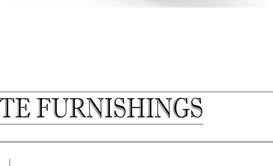

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 mm) FROM THE BACK OF CURB WITHIN FDOT ROWS AND 36 INCHES (914.4 mm) FROM THE BACK OF CURB AT ALL OTHER LOCATIONS.

## 6 ADA RAMP DETECTABLE WARNING DETAIL

SCALE: NONE



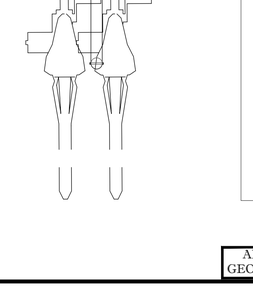
LANDSCAPE FORMS - CHASE PARK
COLOR: METALIC BRONZE; BENCH WITH CENTER ARMS;
PROVIDE SURFACE MOUNTING OPTION, USE ¼" X 2" SS TAPCONS



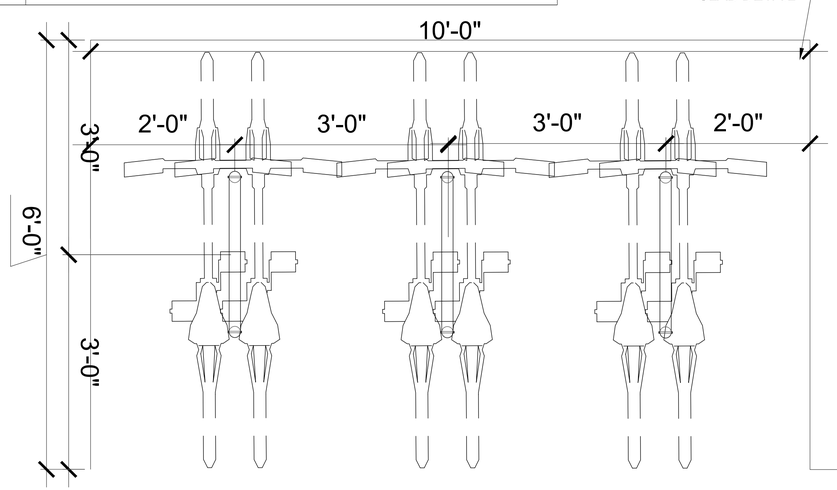
LANDSCAPE FORMS - CHASE PARK
COLOR: METALIC BRONZE; COMBINED TRASH/RECYCLING, LABELS, SIDE AND TOP OPENINGS.

## 7 SITE FURNISHINGS

SCALE: NONE



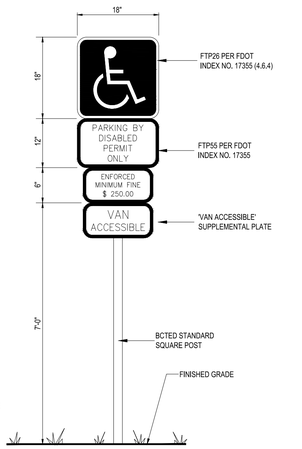

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE SLAB DETAIL




BIKE RACK DETAIL

REVISION TABLE:

1. ADD 'D' CURB DETAIL.
2. ADD BIKE RACK DETAIL




NOTES

1. HANDICAPPED SIGN WILL BE OF A D.O.T. (BLUE) COLOR PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAPPED SPACE WILL BE OF A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX VALLEY SYSTEMS INC. OF CARY ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE DESIGNED FOR THE HANDICAPPED SPACE.

## 9 ACCESSIBLE PARKING SIGN

SCALE: NONE




NOTES:

1. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
2. HANDICAP RAMP TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADA GUIDELINES.
3. RAMP WIDTHS FOR CURB RAMP MAY BE REDUCED TO 3' MIN IN RESTRICTED CONDITIONS WHEN APPROVED BY THE ENGINEER.
4. LOWER LANDING NOT REQUIRED AT DRIVEWAYS, PARKING LOTS, OR OTHER AREAS WITH PAVEMENT CROSS-SLOPE LESS THAN 2% (0.02).




## 10 ADA CURB RAMP DETAIL - FDOT INEX #304

SCALE: NONE

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


THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
840 SE OSCEOLA ST STUART, FL 34994 P: 772-888-3136



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

PROJECT:

**COFFEE RUSH STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART
FLORIDA


THOMAS ENGINEERING GROUP
840 SE OSCEOLA ST
STUART, FL, 34994
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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
FLORIDA LICENSE NUMBER
FLORIDA Board of Prof. Eng. Cert. No. 27528

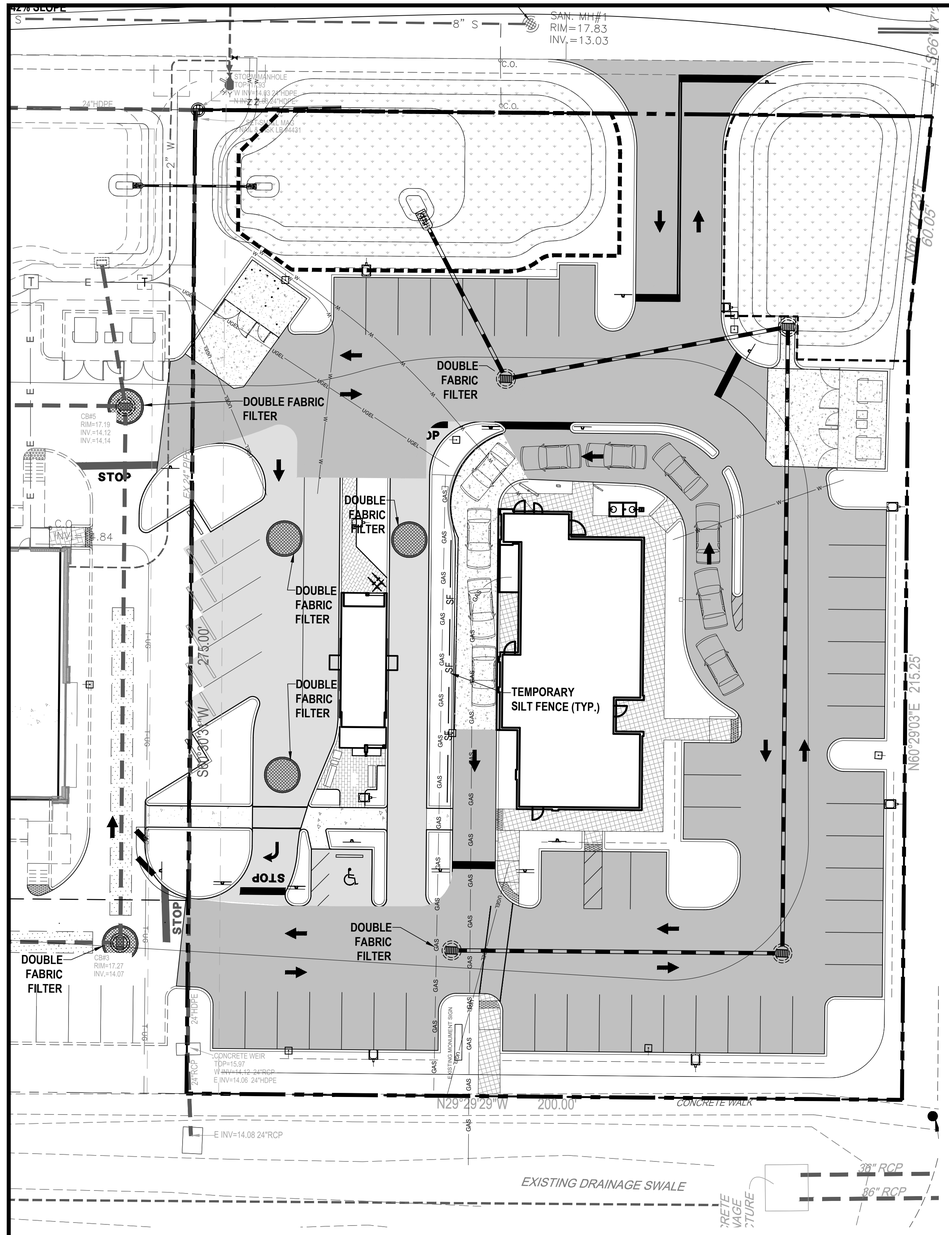
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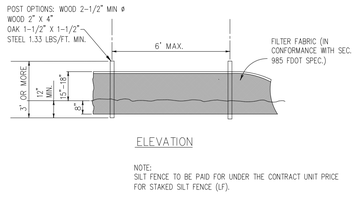
**SITE DETAILS**

SHEET NUMBER:

**C-06**


Printed on Tuesday, September 09, 2025, 11:20 AM by Jason Gunther



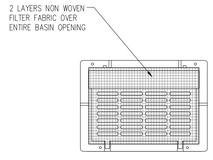

SECTION




ELEVATION

NOTE:
SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

## SILT FENCE DETAIL




## CATCH BASIN FABRIC

**GENERAL NOTES EROSION CONTROL**

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY

CONSTRUCTION ACTIVITIES CONSIST OF THE CONSTRUCTION OF A MEDICAL OFFICE AND DRIVE THRU RESTAURANT, OFF STREET PARKING, SIDEWALKS, CURBING, AND UTILITY CONNECTIONS WITHIN THE CITY OF STUART, FLORIDA.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

THE FOLLOWING SEQUENCES OF MAJOR ACTIVITIES SHALL E FOLLOWED UNLESS THE CONTRACTOR CAN PROPOSE AN ALTERNATIVE THAT IS EQUAL OR EXCEEDS THE EROSION AND SEDIMENT CONTROL PRACTICES DESCRIBED IN THIS DOCUMENT, AND APPROVED BY THE ENGINEER. THE DETAILED SEQUENCE FOR THE ENTIRE PROJECT CAN VARY SIGNIFICANTLY FROM CONTRACTOR TO CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES.

a. PLACEMENT OF ALL EROSION CONTROL DEVICES
b. CLEARING AND GRUBBING, EARTHWORK.
c. UNDERGROUND SITE CONSTRUCTION
d. UTILITIES AND ROOF DRAINAGE SHALL BE CONSTRUCTED IN THE UPSTREAM DIRECTION.
e. EARTHWORK ASSOCIATED WITH CURB, BASE AND PAVEMENT.
f. FINAL SEED AND MULCH AND OR SODDING OF THE UNPAVED PROJECT AREA AS CALLED FOR IN PLANS.

1.A. AREA ESTIMATED TOTAL SITE AREA: 1.266± ACRES (TOTAL AREA TO BE DISTURBED: 1.266± ACRES)

1.B. RUNOFF DATA: RUNOFF COEFFICIENTS: -BEFORE: 0.83-DURING: 0.40-AFTER: 0.81

SOILS DATA: THE SOILS ARE FINE SAND TO CLEAN SANDS. THE SMALL SAND PARTICLE SIZE WILL MAKE THE POTENTIAL FOR EROSION HIGH.

DRAINAGE AREAS FOR EACH OUTFALL:

1.C. SITE MAP: THE CONSTRUCTION PLANS WILL SUBSTITUTE AS SITE MAPS. LOCATIONS OF THE REQUIRED INFORMATION ARE DESCRIBED BELOW.

DRAINAGE PATTENS: THE DRAINAGE FLOW DIRECTIONS ARE SHOWN ON PAVING AND DRAINAGE PLAN.

APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE THE PAVING AND DRAINAGE PLAN.

AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PAVING AND DRAINAGE PLAN.

AREAS NOT TO BE DISTURBED:

AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE ALSO SHOWN ON THE PLANS, IF APPLICABLE.

AREAS OF PERMANENT STABILIZATION ARE SHOWN ON PAVING AND DRAINAGE PLAN.

SURFACE WATERS: THE SURFACE WATER OF THE PROJECT WILL DISCHARGE THRU THE ON-SITE EXFILTRATION PIPES.

1.D. RECEIVING WATERS: THE SURFACE WATERS OF THE PROJECT DISCHARGE TO EXISTING DRAINAGE SWALES.

2.0 CONTROLS: EROSION AND SEDIMENT CONTROLS:

THE FOLLOWING DEFINES GENERAL QUANTITIES FOR THE SEQUENCE OF CONSTRUCTION AND THE USE OF STABILIZATION AND STRUCTURAL PRACTICES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPP. THE CONSTRUCTION OF THIS PROJECT IS EXPECTED TO LAST SIX MONTHS.

INSTALL STABILIZED CONSTRUCTION ENTRANCES AT ALLCOMMON AREAS WHERE CONSTRUCTION VEHICLES WILL BE ENTERING AND EXITING THE CONSTRUCTION SITE.

INSTALL SILT FENCE, TYPE III, AROUND ALL DITCH BOTTOM INLETS ON THE PROJECT, AND THE PROJECT PERIMETER. FILTER CLOTH UNDER THE GRATES ON CATCH BASINS MAY BE USED IN LIEU OF SILT FENCE.

2.A.1 STABILIZATION PRACTICES:

TEMPORARY: SEED AND MULCH, AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT: ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CHANGED, BUT IN NO CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY CEASED. THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPP.

2.A.2 STRUCTURAL PRACTICES:

TEMPORARY: SILT FENCE PER DETAIL STAKED TURBIDITY BARRIER PER DETAIL SOIL TRACKING PREVENTION DEVICE PER DETAIL. A STABILIZED CONSTRUCTION ENTRANCE TO BE CONSTRUCTED PER DETAIL. ALL SEDIMENT CONTROLS SHALL BE IN PLACE PRIOR TO ANY SOIL DISTURBING ACTIVITY UPSTREAM OF THE CONTROL.

2.B STORMWATER MANAGEMENT: STORMWATER WILL BE CONVEYED IN STORM SEWER SYSTEM, EXFILTRATION TRENCH AND RETENTION/DETENTION PONDS.

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL: THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPP.

2.C.2 OFF-SITE VEHICLE TRACKING: THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION IF THE SWPP.

2.C.3 STATE AND LOCAL REGULATION FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS: THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPP.

2.D STATE AND LOCAL PLANT

THIS PROJECT WILL REQUIRE A SURFACE WATER PERMIT MODIFICATION FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD).

3.0 MAINTENANCE:

DUE TO THE OVERALL ANTICIPATED CONSTRUCTION SCHEDULE. MAINTENANCE AND REPLACEMENT OF SWPP ITEMS SHALL BE ON AN AS NEEDED BASIS DETERMINED BY ROUTINE VISUAL INSPECTIONS.

4.0 INSPECTIONS.

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEASE ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.

POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

STRUCTURAL CONTROLS.

STORMWATER MANAGEMENT SYSTEMS.

LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

5.0 NON-STORMWATER DISCHARGES:

DEWATERING ACTIVITIES SHALL BE CONTAINED ONSITE

6.0 RESPONSIBLE ENTITIES

THIS SWPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPP, THE CONTRACTOR (S) OR SUBCONTRACTOR (S) THAT WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR (S) AND SUBCONTRACTOR (S) THAT WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF THE MEASURES IDENTIFIED IN THE SWPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA

GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN."

NOTES:

1. SILT FENCE TO BE CONSTRUCTED WHEREVER OFF SITE AREAS ARE LOWER THAT ADJACENT ONSITE ELEVATIONS.
2. CATCH BASIN FABRIC TO BE PLACED ON AREA INLETS SUBJECT TO SEDIMENTATION FROM THIS PROJECT.
3. ALL EROSION CONTROL DEVICES SUCH AS RUBBLE STRIPS, SILT FENCE AND OTHER BMPS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENT PLAN (SWPPP) PRIOR TO STARTING CONSTRUCTION THAT INVOLVES ANY SOIL DISTURBING ACTIVITIES (INCLUDING SITE GRADING, TREE REMOVALS AND DEMOLITION).
5. THE SWPPP PLAN SHALL GENERALLY EMPLOY THE BEST MANAGEMENT PRACTICES AND FOLLOW THE BASIC PLAN COMPONENTS IDENTIFIED IN THE FDEP'S "FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTORS MANUAL."
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING WEEKLY REPORTS TO THE CITY'S INSPECTOR AND UPDATING THE SWPPP AS NEEDED / DIRECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SWPPP ACCEPTABLE TO THE CITY REGARDLESS OF FDEP'S REQUIREMENTS FOR A GENERIC PERMIT.




20 10 5 0 20

1"= 20'

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

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

PROJECT:

**COFFEE RUSH STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART
FLORIDA

THOMAS ENGINEERING GROUP
840 SE OSCEOLA ST
STUART, FL, 34994
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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
September 9, 2025
FLORIDA LICENSE No. 58629
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTH. No. 27528

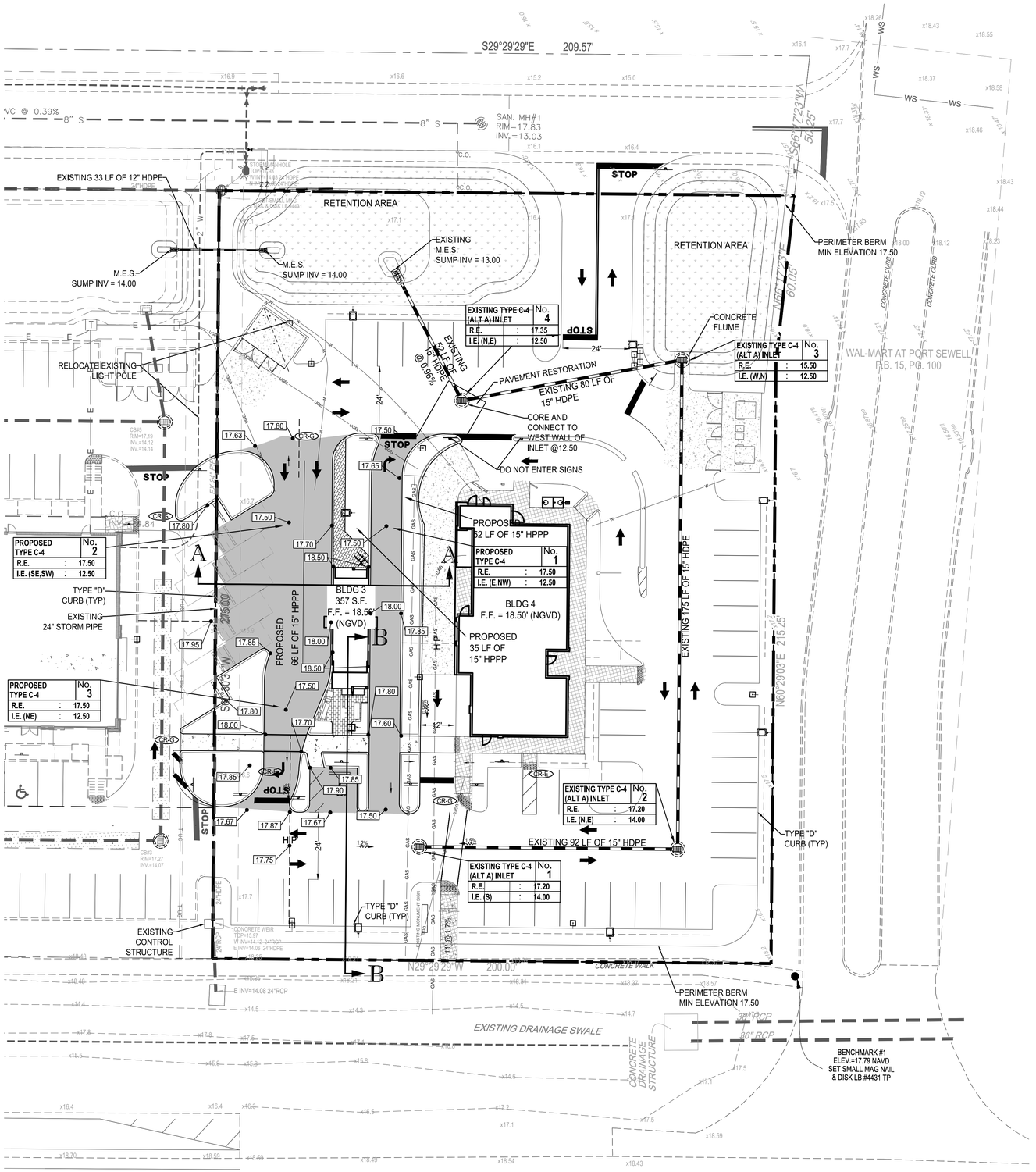
SHEET TITLE:

**EROSION CONTROL PLAN**

SHEET NUMBER:

**C-07**

Printed on Tuesday, September 09, 2025, 11:21 AM by Jason Gunther
P:\2023\FJ230022 - COFFEE RUSH STUART LANDINGS\CAD\PLANS\C-06 EROSION CONTROL PLAN.dwg




## MINIMUM CONSTRUCTION INSPCETIONS:

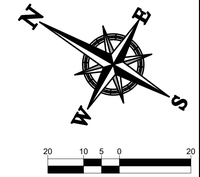
1. PRE-CONSTRUCTION MEETING TO BE COORDINATED BY THOMAS ENGINEERING PRIOR TO ANY CONSTRUCTION, ALL INSPECTIONS SHALL BE SCHEDULED THROUGH THOMAS ENGINEERING 48 HOURS IN ADVANCE.

ONSITE INSPECTIONS:
1. ALL UNDERGROUND STRUCTURES SHALL BE INSPECTED BY THOMAS ENGINEERING, MUD WORK AND ALL PIPE CONNECTIONS SHALL BE FULLY INSPECTED.
2. TOP OF EXFILTRATION TRENCH TO BE INSPECTED FOR CORRECT DIMENSIONS.
3. ALL SUBGRADE SHALL BE STRING LINED FOR CORRECT DEPTH.
4. ALL PAVEMENT BASE SHALL BE BOARDED TO ENSURE POSITIVE DRAINAGE IN ALL AREAS.
5. ALL SIDEWALK FORM BOARDS SHALL BE INSPECTED PRIOR TO CONCRETE BEING POURED
6. FINAL INSPECTION SHALL NOT BE SCHEDULED UNTIL FINAL AS-BUILTS AND ALL TESTING DATA HAS BEEN RECEIVED.

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.

## CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. SIDEWALK, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXISTING GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. PLEASE SEE MEP PLANS FOR CONTINUATION OF ROOF LEADERS.
14. 2.0% MAXIMUM SLOPE ON HANDICAP SPACES AND ADA ACCESS WAYS.
15. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%
17. MAINTENANCE OF TRAFFIC(MOT) SHALL BE PER FDOT INDEX 613.




## HATCH LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED POND (EXCAVATE TO ELEVATION 14.0 AND REPLACE WITH CLEAN SAND FILL)
- PROPOSED CONCRETE SIDEWALK

THE SITE IS LOCATED WITHIN FLOOD ZONE 'X' PER FEMA FIRM MAP 12085C0161G PANEL 0161G DATED MARCH 16, 2015

## PAVING, GRADING & DRAINAGE LEGEND

| EXISTING | TYPICAL NOTE TEXT | PROPOSED |
|---|---|---|
| —SL— | SANITARY SEWER LATERAL | —SS— |
| —W— | UNDERGROUND WATER LINE | —W— |
| —E— | UNDERGROUND ELECTRIC LINE | —E— |
| —C— | UNDERGROUND GAS LINE | —GAS— |
| —OH— | OVERHEAD WIRE | |
| —T— | UNDERGROUND TELEPHONE LINE | |
| | STORM SEWER | |
| —S— | SANITARY SEWER MAIN | |
| | HYDRANT | |
| Ⓢ | SANITARY MANHOLE | |
| | CATCH BASIN | |
| | WATER VALVE | |
| Z | BACKFLOW PREVENTER | Z |
| | WATER METER | |
| ○ | CLEAN OUT | ○ |
| XX.XX | GRADE SPOT SHOT | XX.XX |
| | FDOT SIDEWALK RAMP TYPE | CR-G |

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


THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 601 TAMPA, FL 33609 P: 813-379-4100
840 SE OSCEOLA ST STUART, FL 34994 P: 772-888-3138


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| REV: | DATE: | COMMENT: | BY: |
|---|---|---|---|
| | | | |

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

PROJECT:

**COFFEE RUSH STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART FLORIDA


THOMAS ENGINEERING GROUP
840 SE OSCEOLA ST
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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
September 9, 2025
FLORIDA LICENSE No. 58629
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTH. No. 27528

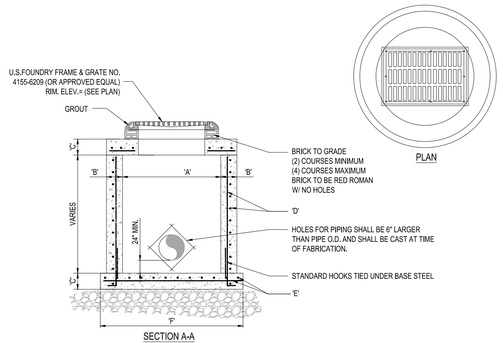
SHEET TITLE:

**PAVING GRADING AND DRAINAGE PLAN**

SHEET NUMBER:

**C-08**

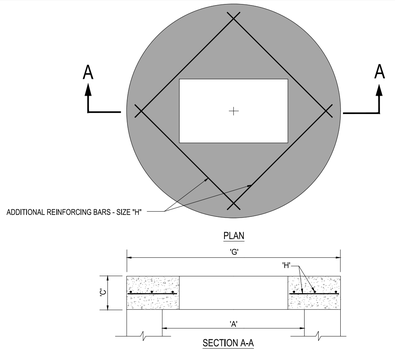

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| TYPE | "A" | "B" | "C" | "D" | "E" | "F" |
|---|---|---|---|---|---|---|
| C-4 | 4'-0" Ø | 8" | 8" | # 4 @ 12" C.C.E.W. | # 4 @ 12" C.C.E.W. | 6'-4" Ø |
| C-5 | 5'-0" Ø | 8" | 8" | # 5 @ 12" C.C.E.W. | # 5 @ 12" C.C.E.W. | 7'-4" Ø |
| C-6 | 6'-0" Ø | 8" | 8" | # 5 @ 12" C.C.E.W. | # 5 @ 6" C.C.E.W. | 8'-4" Ø |
| C-7 | 7'-0" Ø | 8" | 8" | # 5 @ 12" C.C.E.W. | # 5 @ 6" C.C.E.W. | 9'-4" Ø |
| C-8 | 8'-0" Ø | 10" | 10" | 2- W,W,M, w/ # 4 @ 12" C.C. VERT | # 5 @ 6" C.C.E.W. | 10'-8" Ø |

## 1 PRECAST CIRCULAR CATCH BASIN

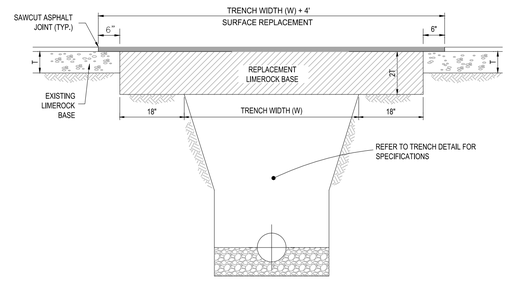
SCALE: NONE




| TYPE | "A" | "C" | "G" | "H" |
|---|---|---|---|---|
| C-4 | 4'-0" Ø | 8" | 5'-4" Ø | # 4 @ 6" C.C.E.W. |
| C-5 | 5'-0" Ø | 8" | 6'-4" Ø | # 5 @ 8" C.C.E.W. |
| C-6 | 6'-0" Ø | 8" | 7'-4" Ø | # 5 @ 6" C.C.E.W. |
| C-7 | 7'-0" Ø | 8" | 8'-4" Ø | # 5 @ 6" C.C.E.W. |
| C-8 | 8'-0" Ø | 10" | 9'-8" Ø | # 5 @ 6" C.C.E.W. |

## 2 PRECAST CONCRETE-TOP SLAB

SCALE: NONE

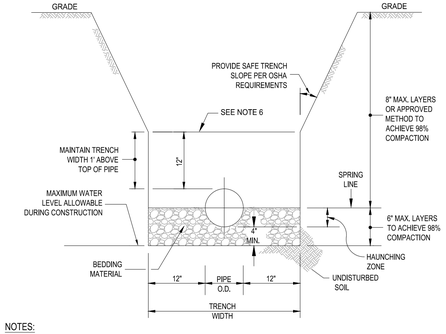



NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY.
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MINIMUM 1" THICKNESS).
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS).
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

## 3 PAVEMENT RESTORATION DETAIL

SCALE: NONE

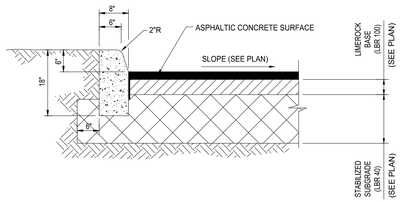



NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
2. BEDDING MATERIAL SHALL CONSIST OF WELL GRADED ASTM C33 #67 ROCK (3/4" TO No.4) AND BE PLACED TO SPRING LINE OF PIPE.
3. BACKFILL MATERIAL SHALL BE FREE OF MUCK, STUMPS, ROOTS, ROCKS OR OTHER MATERIAL UNACCEPTABLE TO ENGINEER.
4. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
5. REFER TO SPECIFICATIONS FOR EXCAVATION IN MUCK OR OTHER UNSUITABLE MATERIAL.
6. COMPACTION PERCENTAGES SHOWN REFER TO AASHTO T-180.
7. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL (WITHIN 12" OF TOP OF PIPE).
8. THOROUGHLY WORK IN AND TAMP THE BEDDING MATERIAL IN THE HAUNCHING ZONE BEFORE PLACING AND COMPACTING REMAINDER OF BACKFILL.

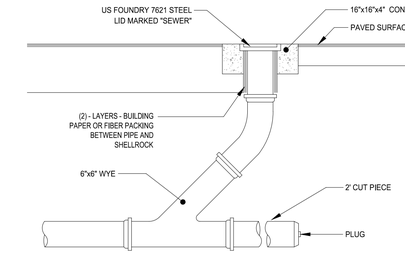
## 4 TRENCH DETAIL

SCALE: NONE



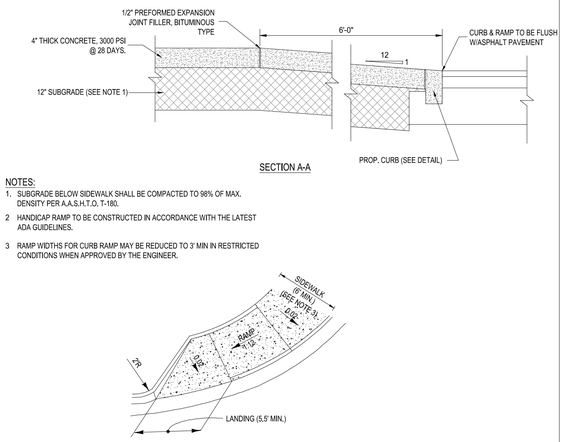

## 5 CONCRETE CURB (TYPE 'D') DETAIL

SCALE: NONE




## 6 TYPICAL CLEANOUT IN ASPHALT or CONCRETE

SCALE: NONE



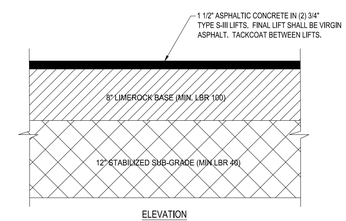

NOTES:

1. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
2. HANDICAP RAMP TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADA GUIDELINES.
3. RAMP WIDTHS FOR CURB RAMP MAY BE REDUCED TO 3' MIN IN RESTRICTED CONDITIONS WHEN APPROVED BY THE ENGINEER.



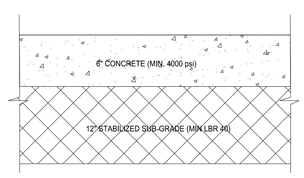

## M ADA PAVERS CURB RAMP DETAIL - FDOT CR20

SCALE: NONE



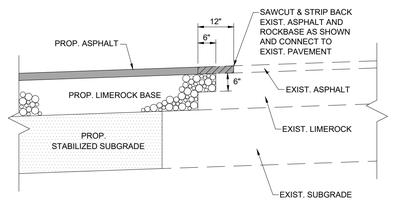

## 7 ASPHALTIC CONCRETE PAVEMENT DETAIL

SCALE: NONE




## 8 CONCRETE PAVEMENT

SCALE: NONE




## 9 SAWCUT/MATCH ASPHALT PAVEMENT DETAIL

NONE

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

PROJECT:

**COFFEE RUSH STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART FLORIDA

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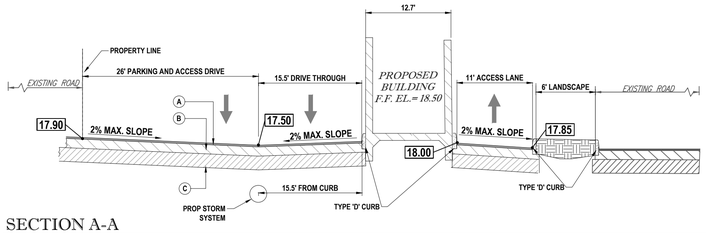
SHEET TITLE:

**PAVING GRADING AND DRAINAGE DETAILS**

SHEET NUMBER:

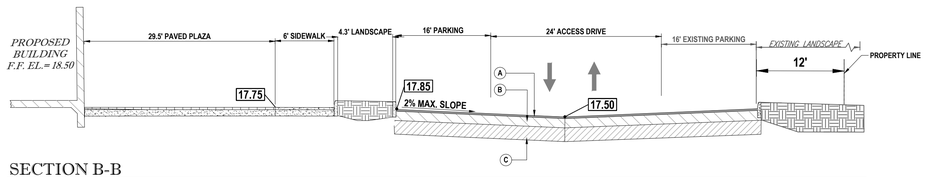
**C-09**

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J:\PROJECTS\2023\FJ230022 COFFEE RUSH STUART LANDINGS\CAD\PLANS\C-09 PAVING GRADING AND DRAINAGE DETAILS.dwg



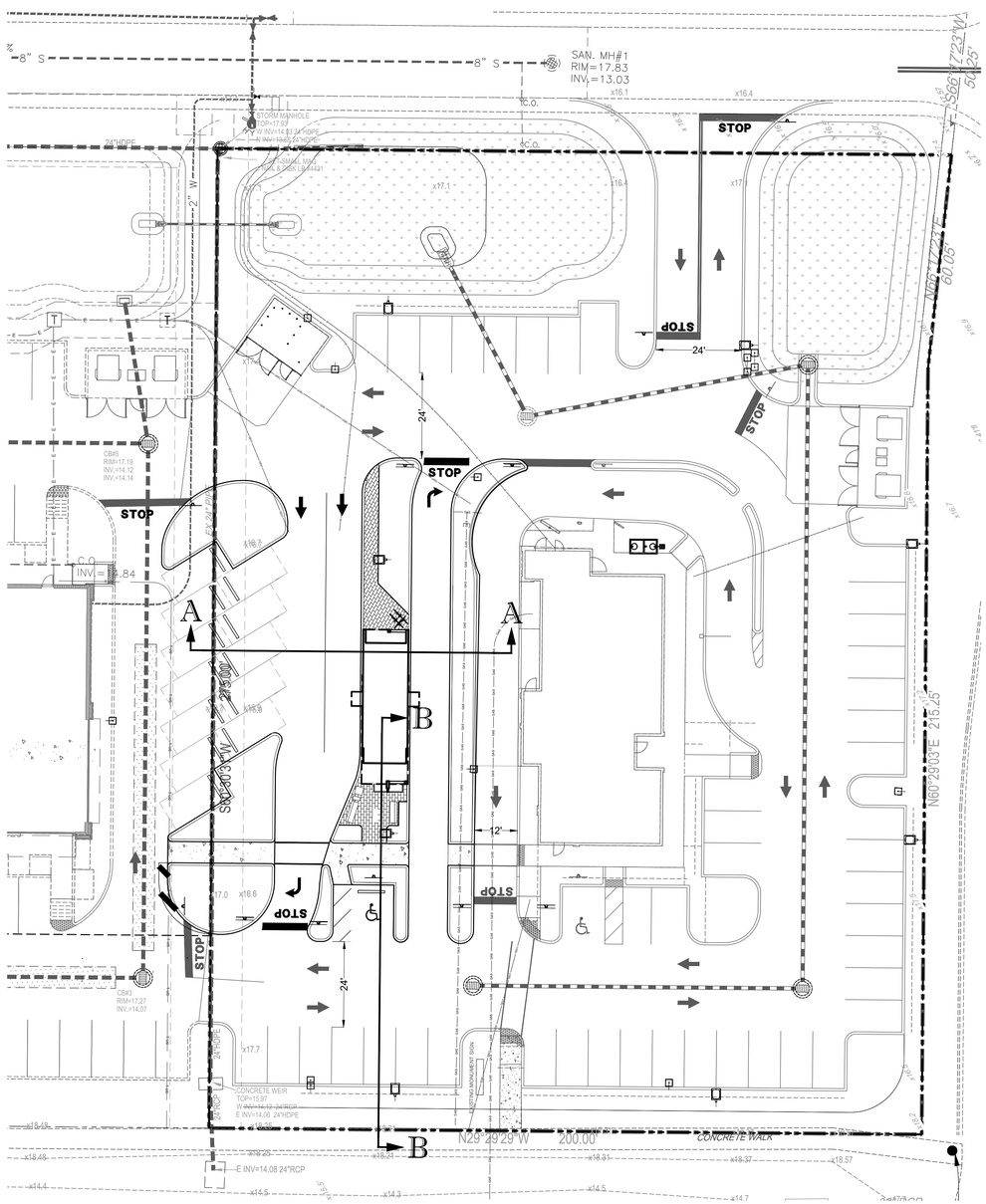

## SECTION A-A

SCALE: NOT TO SCALE




## SECTION B-B

SCALE: NOT TO SCALE




## PAVEMENT LEGEND

(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.

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

PROJECT:

**COFFEE RUSH**
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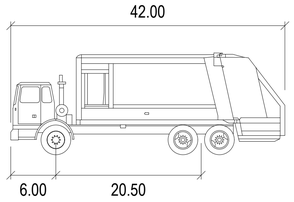
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**CROSS SECTIONS**

SHEET NUMBER:

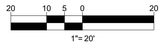
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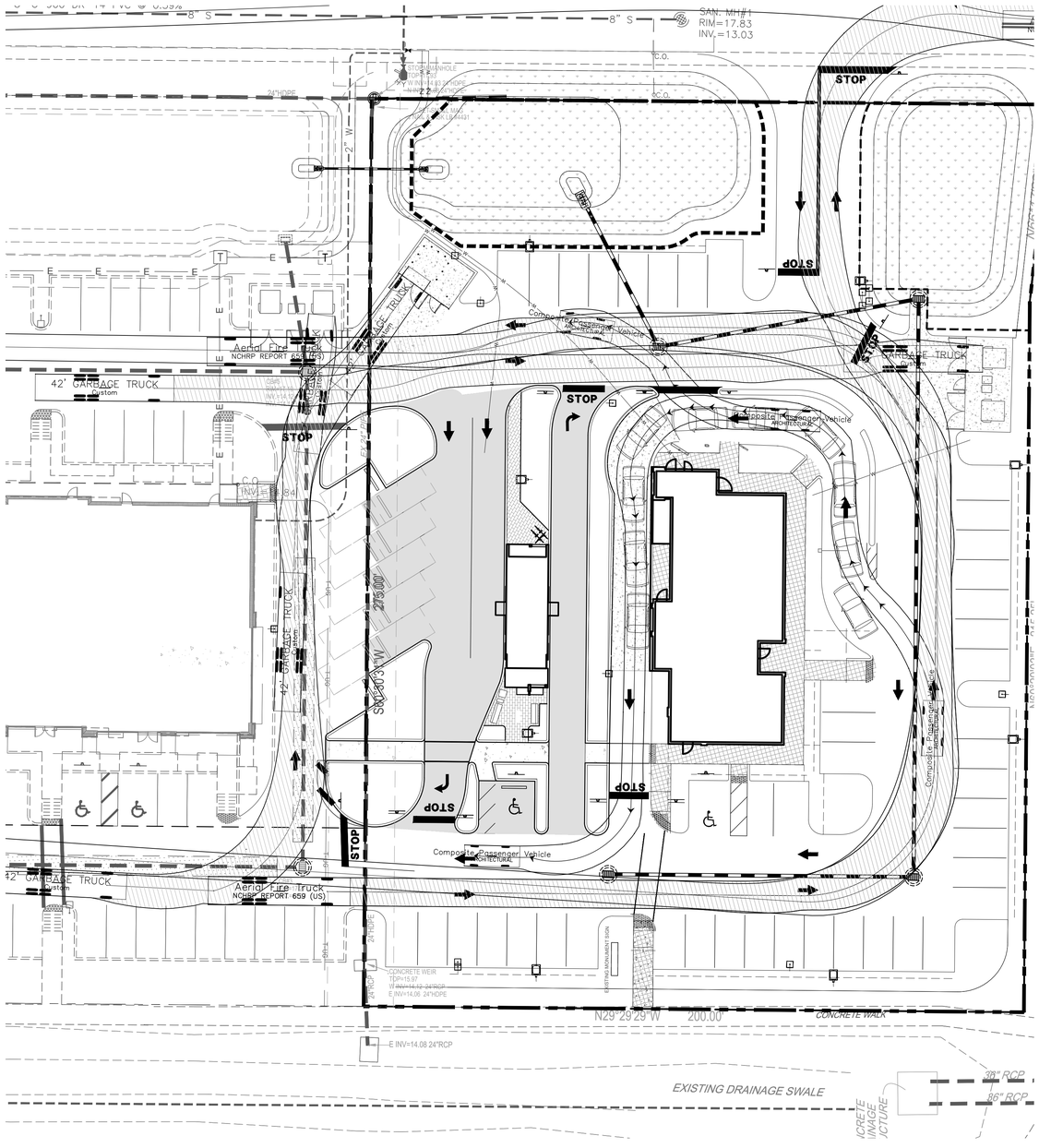

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P:\PROJECTS\.....\LAYOUT_C-09 CROSS SECTIONS



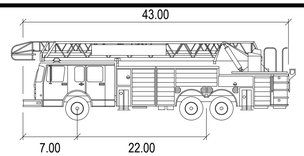

## 42' GARBAGE TRUCK

| | | |
|---|---|---|
| Width | : 8.00 | |
| Track | : 8.17 | feet |
| Lock to Lock Time | : 6.0 | |
| Steering Angle | : 33.9 | |



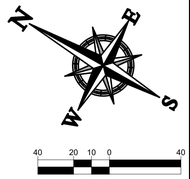



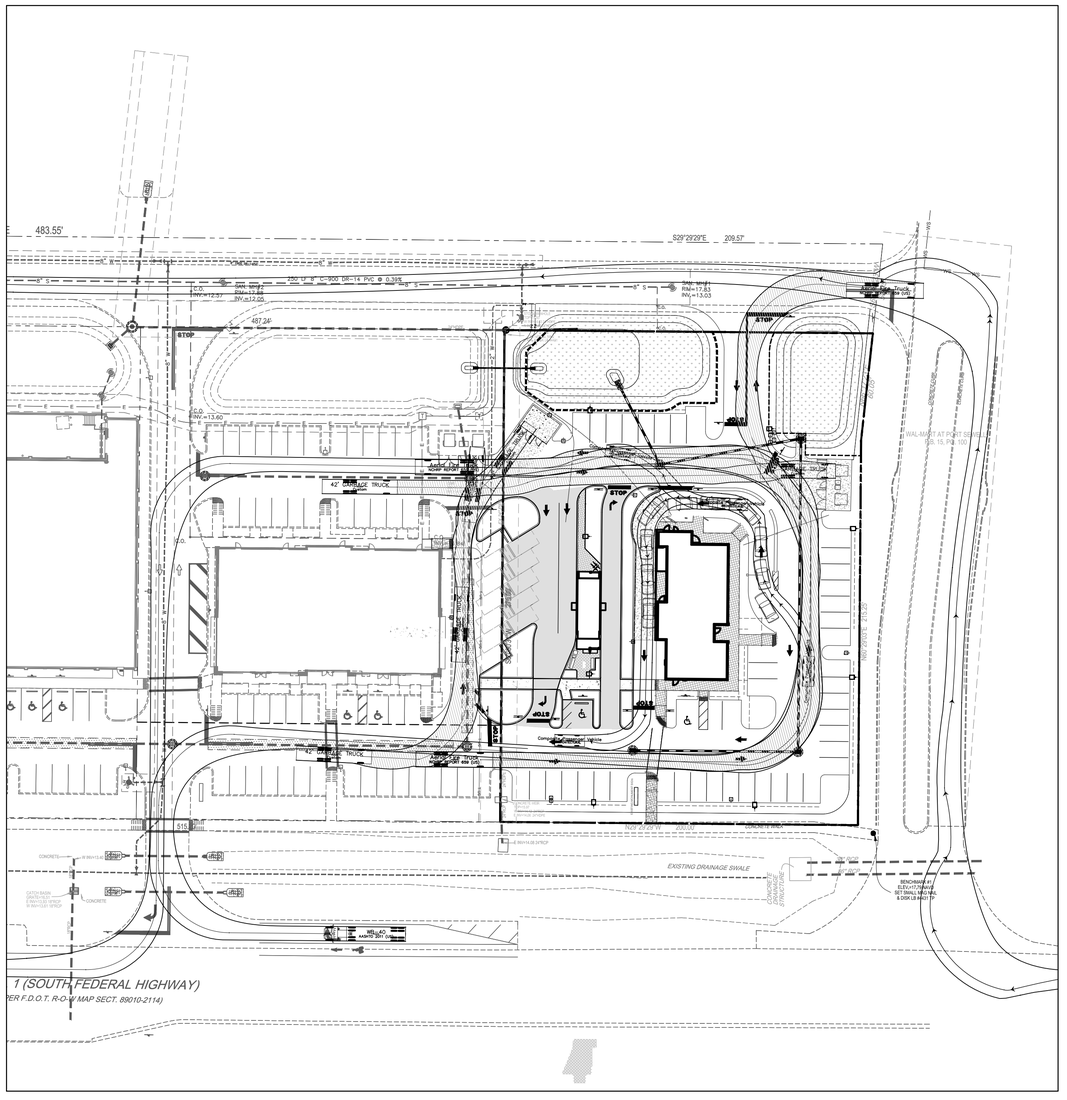

## WASTE SERVICE VEHICLE ROUTES




## Aerial Fire Truck

| | | |
|---|---|---|
| | | feet |
| Width | : 8.50 | |
| Track | : 8.50 | |
| Lock to Lock Time | : 6.0 | |
| Steering Angle | : 33.3 | |




## FIRE TRUCK ROUTES

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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**
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FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART
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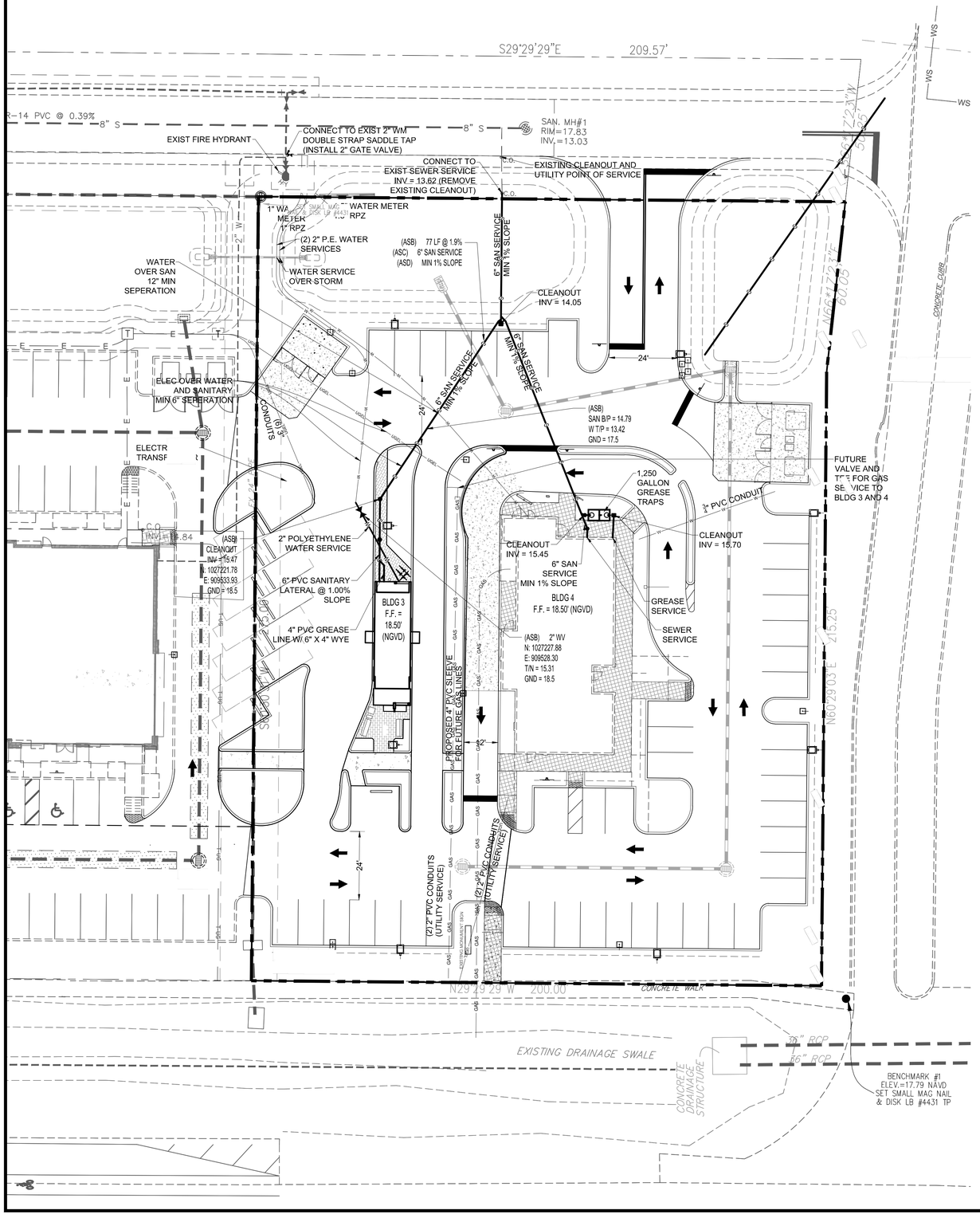
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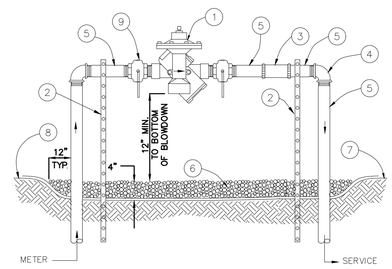
**VEHICLE ROUTES**

SHEET NUMBER:

**C-11**


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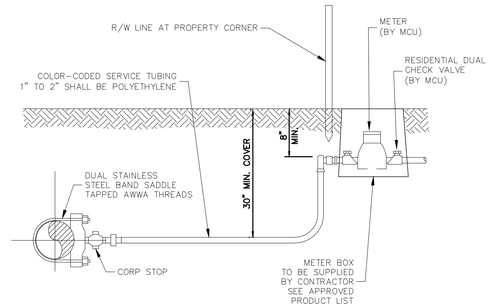




| MATERIALS | | | |
|---|---|---|---|
| ITEM | QUANT. | DESCRIPTION | |
| 1 | 1 | 2" | BACKFLOW PREVENTER |
| 2 | 2 | 1" | S.S. UNISTRUT W/ S.S. STRAPS |
| 3 | 1 | 2" | COUPLING – COMPRESSION |
| 4 | 2 | 2" X 90° | ELBOW |
| 5 | 4 | 2" X 6" | NIPPLES |
| 6 | | | PEA GRAVEL |
| 7 | | | FILTER FABRIC |
| 8 | | | FINISHED GRADE |
| 9 | 2 | | BALL VALVE |

NOTES:

1. INSTALLATION SHOWN ABOVE IS FOR A 2" SERVICE. CHANGE PIPING MATERIALS ACCORDINGLY FOR SERVICE SIZE.
2. USE COPPER, BRASS OR STAINLESS STEEL FOR FITTINGS AND PIPE MATERIAL.

REDUCED PRESSURE BACKFLOW PREVENTER
SINGLE SERVICE, 3/4", 1", 1-1/2" AND 2"
Dwg 13
Revised: AUGUST 2016




NOTES:

1. MIN. SERVICE LINES SHALL BE AS FOLLOWS: 1" FOR SINGLE AND DOUBLE SERVICES WHERE METER SIZE IS 5/8"; 2" FOR SINGLE AND DOUBLE SERVICES WHERE METER SIZE IS 1".
2. COMPRESSION FITTINGS SHALL BE SUITABLE FOR TUBING USED AND REQUIRE METAL (S.S.) INSERTS.
3. DOUBLE SERVICES REQUIRE "U" BRANCH WITH ANGLE CURB STOPS.
4. POLYETHYLENE SHALL BE AS DEFINED BY A.S.T.M. D2737 SDR9 COPPER TUBE SIZE (CTS) AND A.W.W.A. 901, LATEST EDITION, AND BE PRESSURE RATED FOR 200 PSI AND SHALL BE "ENDOPURE" BY ENDOT INDUSTRIES, INC., ROCKAWAY, N.J., OR APPROVED EQUAL.
5. TUBING SHALL BE MARKED WITH SIZE, MANUFACTURERS NAME, WORKING PRESSURE, NATIONAL SANITATION FOUNDATION APPROVAL, A.S.T.M. SPECIFICATION AND PRODUCTION CODE. TUBING SHALL HAVE AN OUTSIDE DIAMETER EQUIVALENT TO THE OUTER DIAMETER OF COPPER TUBING.
6. SERVICE LOCATOR WIRE SHALL BE LAID IN THE TRENCH WITH ALL SERVICES, CONNECTED TO THE MAIN WIRE AND WRAPPED AROUND THE SERVICE PIPING OR TUBING. WIRE FOR POTABLE WATER SHALL BE BLUE IN COLOR.

SERVICE CONNECTION DETAIL
5/8" OR 1" METER
Dwg 2
Revised: AUGUST 2016

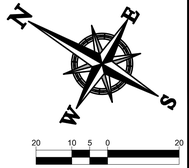
## MINIMUM CONSTRUCTION INSPCETIONS:

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.

ONSITE INSPECTIONS:
1. ALL WATER AND SEWER SHALL BE INSPECTED BY MARTIN COUNTY UTILITY DEPARTMENT.
2. SETTING OF LIFT STATION AND ANY CONNECTIONS TO EXISTING UTILITIES WILL REQUIRED THOMAS ENGINEERING.
3. ALL TESTING AND START UPS SHALL BE SCHEDULED THROUGH THOMAS ENGINEERING.
4. FINAL INSPECTION SHALL NOT BE SCHEDULED UNTIL FINAL AS-BUILTS AND ALL TESTING DATA HAS BEEN RECEIVED.

OFFSITE INSPECTIONS:
1. ALL WORK WITHIN FDOT RIGHT OF WAY FOR UTILITES SHALL FOLLOW MINIMUM FDOT REQUIREMENTS. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH FDOT AND MARTIN COUNTY 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)




THOMAS ENGINEERING GROUP
CIVIL ENGINEERS · PROJECT MANAGERS · LAND PLANNING · LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
840 SE OSCEOLA ST STUART, FL 34994 P: (772) 888-3138
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REVISIONS:

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

PROJECT:

**COFFEE RUSH**
**STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART
FLORIDA

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

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No. 58629
STATE OF FLORIDA
PROFESSIONAL ENGINEER
September 9, 2025
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

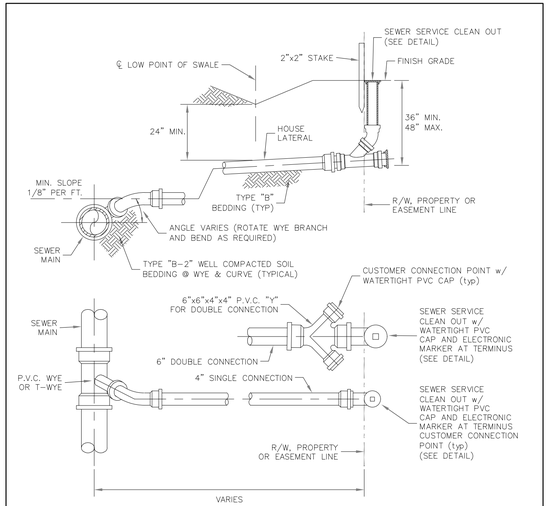
SHEET TITLE:

**UTILITY PLAN**

SHEET NUMBER:

**C-12**

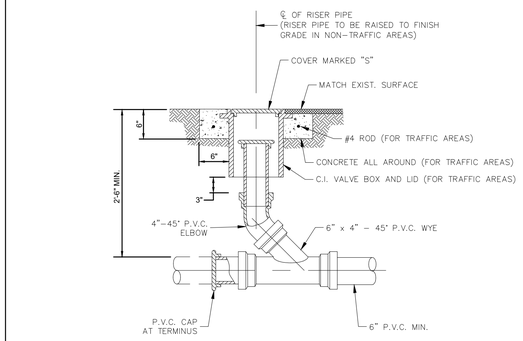
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NOTES:

1. INVERT OF LATERAL TO BE 36" FROM FINISHED GRADE EXCEPT ON " WATER LINE SIDE " OF STREET R/W WHERE IT SHALL DROP TO 48" AS SOON AS DEPTH OF SEWER MAIN PERMITS.
2. THIS DETAIL TO BE USED WHEN TOP OF SEWER MAIN IS LESS THAN 7'-0" DEEP.
3. INSTALL MAGNETIC MARKERS AT THE END OF EACH SERVICE LINE OR OPPOSITE WYES AND RECORD LOCATION.
4. SERVICE LATERALS SHALL TERMINATE WITH A CLEANOUT AT ℄.

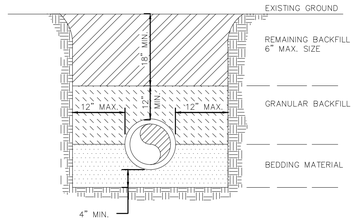
MARTIN COUNTY SEWER SERVICE
Dwg 32
Revised: AUGUST 2016




NOTES:

1. CONCRETE PAD w/ REBAR AND CAST IRON VALVE BOX TO BE INSTALLED IN TRAFFIC AREAS ONLY.

SEWER SERVICE CLEANOUT
Dwg 33
Revised: AUGUST 2016




NOTES:

1. BEDDING MATERIAL SHALL BE HAND PLACED IN 6" LIFTS AND SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8"-7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE DONE WITH APPROVED MATERIAL, CLEAN AND FREE OF ROCKS, MUCK AND OTHER DELETERIOUS MATTER AND COMPACTED BENEATH THE HAUNCHES OF THE PIPE USING MECHANICAL TAMPERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
5. BACKFILL TO BE COMPACTED ALONG THE SIDES OF THE PIPE AND TO A POINT ONE FOOT ABOVE THE TOP OF THE PIPE TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
6. A. WHERE PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE THE REMAINING BACKFILL SHALL BE COMPACTED IN 6 INCH LAYERS AND COMPACTED TO 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
   B. WHERE "NO" PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE THE REMAINING FILL SHALL BE COMPACTED IN 6 INCH LAYERS TO A DENSITY 90% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
7. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL TRENCH SAFETY REGULATIONS

TYPICAL TRENCH DETAIL
Dwg 23
Revised: AUGUST 2016

## GENERAL NOTES:

FOR THE PURPOSE OF THE GENERAL NOTES BELOW, THE TERM DEPARTMENT SHALL MEAN "MARTIN COUNTY UTILITIES & SOLID WASTE DEPARTMENT".

1. ALL CONNECTIONS TO EXISTING MAINS SHALL BE OBSERVED BY THE DEPARTMENT. VALVES ON EXISTING MAINS SHALL BE OPERATED BY DEPARTMENT PERSONNEL OR UNDER THEIR DIRECT SUPERVISION. TAPPING SLEEVE AND VALVE SHALL BE PRESSURE TESTED PRIOR TO TAPPING. IF SERVICE MUST BE CUT OFF TO EXISTING CUSTOMERS, THE DEPARTMENT MUST HAVE THREE DAYS NOTICE TO MAKE NECESSARY NOTIFICATIONS. THE CONTRACTOR MAY BE REQUIRED TO ASSIST IN NOTIFICATIONS. IN THIS EVENT, CONTRACTOR SHALL BE READY TO PROCEED WITH AS MUCH MATERIAL PREASSEMBLED AS POSSIBLE AT THE SITE TO MINIMIZE THE LENGTH OF SERVICE INTERRUPTION. THE DEPARTMENT WILL POSTPONE A SERVICE CUT OFF IF THE CONTRACTOR IS NOT READY TO PROCEED ON SCHEDULE. SUCH CONNECTIONS SHALL BE MADE AT NIGHT TO MINIMIZE EFFECTS UNLESS OTHERWISE AUTHORIZED BY THE DEPARTMENT. NO CUSTOMER SHOULD BE WITHOUT SERVICE FOR MORE THAN FOUR HOURS.

LOCAL CHLORINATION WILL BE REQUIRED FOR ALL PIPE AND FITTINGS USED TO COMPLETE CONNECTIONS WITH POTABLE WATER.

2. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF MARTIN COUNTY UTILITIES MINIMUM DESIGN AND CONSTRUCTION STANDARDS, ONE COPY OF THE CONTRACT DOCUMENTS, INCLUDING PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

3. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.

4. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHOD AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND DEPARTMENT PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

5. LOCATION OF PROPOSED FACILITIES WILL BE STAKED BY CONTRACTOR. CONTRACTOR MUST GIVE 48 HOURS NOTICE TO THE DEPARTMENT IN ADVANCE OF LAYOUT.

6. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETINGS. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS. IN THE EVENT THE SUPERINTENDENT WILL NOT BE PRESENT FOR ANY PERIOD OF TIME DURING CONTRACT WORK THE CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE IN WRITING TO THE DEPARTMENT, INCLUDING THE APPOINTMENT OF A QUALIFIED REPLACEMENT SUPERINTENDENT WHO WILL BE PRESENT DURING THE CONSTRUCTION. WORK SHALL NOT BE ALLOWED TO PROCEED UNLESS THE ASSIGNED SUPERINTENDENT IS PRESENT.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE.

WARNING: EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT KNOWN NOR IS THIS DRAWING TO BE CONSTRUED AS DEPICTING THE LOCATION OF ALL UNDERGROUND UTILITIES OR STRUCTURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINATION OF LOCATION PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR IS RESPONSIBLE, THEREFORE, FOR ALL DAMAGE AND REPAIR COSTS.

GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT
Dwg 1A
Revised: AUGUST 2016

## GENERAL NOTES (Cont.):

8. DENSITY TESTS OF TRENCH BACKFILL MATERIAL SHALL BE REQUIRED AT INTERVALS OF NOT MORE THAN 500 FEET. DENSITY TESTS OF PAVEMENT OPEN-CUT AREAS INCLUDING ROADS, TURNLANES, AND DRIVES SHALL BE REQUIRED AT EACH OPEN-CUT AT INTERVALS OF NOT MORE THAN 50 FEET. ALL TESTS SHALL COMMENCE AT THE TOP OF CONDUIT AND EVERY 12 INCHES TO THE FINISH GRADE. COMPACTION SHALL BE IN ACCORDANCE WITH MARTIN COUNTY UTILITIES CONSTRUCTION STANDARDS "TYPICAL TRENCH DETAIL" AND "FLEXIBLE PAVEMENT REPLACEMENT DETAIL". FLORIDA BEARING TESTS FOR THE STABILITY OF EXISTING SUBSOIL SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 500 FEET, AND CLOSER AS MIGHT BE NECESSARY BY VARIATIONS IN THE STRATA. A CERTIFIED COPY OF THE TESTS SHALL BE PROVIDED TO THE DEPARTMENT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION OR MARTIN COUNTY ENGINEERING DEPARTMENT DEPENDING ON JURISDICTION. CONTRACTORS BID PRICE SHALL INCLUDE PAYMENT FOR ALL TESTS CONDUCTED BY AN INDEPENDENT TESTING LAB.

9. ANY LANDSCAPING DISTURBED, UNLESS OTHERWISE SHOWN ON THE PLANS, SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE DEPARTMENT AT THE CONTRACTORS EXPENSE.

10. ANY SIDEWALK, CURB AND GUTTER OR PAVEMENT DISTURBED, UNLESS OTHERWISE SHOWN ON PLANS, SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 psi AT 28 DAYS AND ALL CONCRETE WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA. ALL CONSTRUCTION SHALL MEET ADA REQUIREMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, DETECTABLE WARNING SURFACES.

11. ALL SOD IS TO BE PLACED FOR THE FULL WIDTH DISTURBED AT THE PER LINEAR FOOT UNIT PRICE FOR SOD. SOD SHALL BE REPLACED TO MATCH EXISTING KIND UNLESS OTHERWISE SHOWN ON PLANS.

12. CONTRACTOR SHALL PROVIDE PROPER BENDS TO MAINTAIN REQUIRED DEPTH AND ALIGNMENT OF PIPE. COST OF BENDS NOT DESIGNATED ON PLANS SHALL BE INCLUDED WITH THE UNIT PRICE FOR PIPE.

13. ANY TREES AND/OR SCRUB OR OTHER VEGETATION NOT TO BE REPLACED SHALL BE REMOVED FROM THE PROJECT AT THE CONTRACTOR'S EXPENSE.

14. ALL RUBBLE AND UNSUITABLE MATERIAL MUST BE REMOVED FROM THE PROJECT AND DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

15. MAILBOXES MUST BE CAPABLE OF RECEIVING MAIL AT ALL TIMES.

16. DEFLECT PIPE AS NECESSARY TO OBTAIN THE REQUIRED ALIGNMENT. USE APPROPRIATE FITTINGS WHEN DEFLECTION EXCEEDS 75% OF MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION.

17. ALL FITTINGS SHALL BE MECHANICALLY RESTRAINED. REFER TO MARTIN COUNTY UTILITIES DEPARTMENT MINIMUM DESIGN & CONSTRUCTION STANDARDS (LATEST EDITION).

18. ALL CONSTRUCTION DEWATERING (WELL POINTS, SUMPS, ETC.) WILL REQUIRE A DEWATERING PERMIT FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT. THIS SHALL BE OBTAINED BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE PRIOR TO BEGINNING OF CONSTRUCTION.

19. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENACTED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.

20. A U-2 PERMIT IS REQUIRED FOR ALL WORK WITHIN COUNTY RIGHT-OF-WAY. THIS PERMIT MUST BE OBTAINED BY THE CONTRACTOR FROM THE MARTIN COUNTY ENGINEERING DEPARTMENT. ALL COSTS PAYABLE BY THE CONTRACTOR. A COPY OF THIS PERMIT MUST BE MAINTAINED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

21. ALL CONCRETE AND ASPHALT DRIVES MUST BE REPLACED FROM SAW CUT TO EDGE OF PAVEMENT.

GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT
Dwg 1B
Revised: AUGUST 2016

## GENERAL NOTES (Cont.):

22. LOCATIONS OF FIRE HYDRANTS AND AIR RELEASE VALVES ARE APPROXIMATE ONLY. FINAL LOCATIONS WILL BE DETERMINED BY DEPARTMENT PERSONNEL IN FIELD.

23. MAXIMUM LENGTH OF WATER MAIN AND FORCE MAIN PRESSURE TEST SHALL BE 1500 FEET. WATER SOURCE FOR FLUSHING, FILLING AND PRESSURE TESTING THE WATER MAIN SHALL BE FROM A TREATED SOURCE APPROVED BY THE DEPARTMENT.

24. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND RESTORATION (IF DAMAGED) OF ALL EXISTING STRUCTURES WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO WALLS, FENCES, POWER POLES, MAIL BOXES, DRAINAGE PIPES AND STRUCTURES, ETC.

25. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING WATER SERVICES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT THE EXISTING WATER SERVICES FROM DAMAGE AND REPAIR ANY BREAKS IMMEDIATELY.

26. "RECORD DRAWINGS" SHALL INCLUDE FURNISHING MARTIN COUNTY UTILITIES DEPARTMENT WITH ALL INFORMATION NECESSARY FOR A COMPLETE SET OF RECORD DRAWINGS AS STIPULATED IN THE MARTIN COUNTY UTILITIES DEPARTMENT MINIMUM DESIGN AND CONSTRUCTION STANDARDS (LATEST EDITION).

27. MECHANICALLY RESTRAIN LENGTHS, AS INDICATED ON DRAWING No. 20, ON EACH SIDE OF ALL BENDS AND AS INSTRUCTED IN MARTIN COUNTY UTILITIES DEPARTMENT SPECIFICATIONS. MECHANICAL RESTRAINTS SHALL BE EITHER MEG-A-LUG, TYLER OR UNIFLANGE. THE CONTRACTORS BID PRICE FOR PIPE, GATE VALVES AND FITTINGS SHALL INCLUDE MECHANICAL RESTRAINT.

28. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL SUPPORT UTILITIES AND SHORE TRENCH AS REQUIRED TO PROTECT AND MAINTAIN EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY EACH UTILITY PRIOR TO ATTEMPTING TO SUPPORT THEIR FACILITIES. IF THE UTILITY REQUIRES THAT ONLY THEIR CREWS SHALL BE ALLOWED TO SUPPORT THEIR FACILITIES, THEN IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE WORK AND PAY THE UTILITY FOR THEIR EXPENSES IF REQUIRED. ALL COSTS FOR THIS WORK SHALL BE AT THE CONTRACTORS EXPENSE AND INCLUDED IN THE CONTRACTORS BID PRICE.

29. ALL PRESSURE TESTS SHALL BE IN ACCORDANCE WITH AWWA STANDARDS.

30. AIR RELEASE VALVE VAULT COVERS SHALL BE CONSTRUCTED PER DETAIL AS SHOWN IN THE DEPARTMENTS MINIMUM DESIGN AND CONSTRUCTION STANDARDS.

31. ALL WATER SERVICES SHALL BE DIRECTIONALLY DRILLED UNDER EXISTING PAVEMENT.

32. VALVE STEM RISER SHALL BE REQUIRED WHERE OPERATING NUT DEPTH EXCEEDS 4 FEET. THE RISER SHALL BE BOLTED TO THE VALVE NUT. METHOD AND MATERIALS SHALL BE APPROVED BY THE DEPARTMENT. COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTORS BID UNIT PRICE FOR GATE VALVES.

33. THE CONTRACTOR SHALL CLEAN MAINS USING APPROVED POLYURETHANE PIG(S). TEMPORARY CLEANING STATIONS SHALL BE CONSTRUCTED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE A CLEANING PLAN SHOWING METHOD OF FILLING AND CLEANING MAINS PRIOR TO START OF CONSTRUCTION. THE CLEANING PLAN SHALL BE APPROVED BY THE DEPARTMENT PRIOR TO CONSTRUCTION. ALL COSTS FOR FILLING AND CLEANING SHALL BE AT THE CONTRACTORS EXPENSE.

34. A FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT IS REQUIRED FOR ALL WORK, EXCEPT PERPENDICULAR CONNECTIONS, WITHIN THE STATE RIGHT-OF-WAY. A COPY OF THIS PERMIT MUST BE MAINTAINED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

35. THE CONTRACTOR SHALL INSTALL TESTING POINTS FOR PRESSURE & BACTERIOLOGICAL TESTING OF WATER MAINS. THE CONTRACTOR SHALL INSTALL AND REMOVE AND PLUG CORP. STOPS PER MARTIN COUNTY UTILITIES STANDARDS "SAMPLE POINT DETAIL". THE LOCATION OF TEST POINTS SHALL BE APPROVED BY THE DEPARTMENT.

GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT
Dwg 1C
Revised: AUGUST 2016

## GENERAL NOTES (Cont.):

36. WATER MAIN DISINFECTION SHALL BE IN ACCORDANCE WITH CURRENT AWWA, BULLETIN C-651.

37. WATER MAINS AND APPURTENANCES SHALL BE IN ACCORDANCE WITH CURRENT AWWA, FDEP AND NSF STANDARDS.

38. MINIMUM COVER TO FINISHED GRADE OVER WATER MAINS SHALL BE 30 INCHES UP TO 8" DIAMETER; 10" OR LARGER SHALL HAVE 36" COVER OR GREATER TO PROVIDE A MINIMUM 18" COVER OVER OPERATING NUT OF GATE VALVES.

39. ALL MAINS SHALL BE TESTED FOR LEAKAGE. WATER SHALL BE SUPPLIED TO THE MAIN AND PUMPED TO THE REQUIRED 150 PSI PRESSURE. THE MAIN TESTED SHALL EITHER BE ISOLATED FROM PRESENTLY POTABLE LINES OR PROTECTED FROM LEAKAGE BY A DOUBLE VALVE ARRANGEMENT.

40. NEWLY CONSTRUCTED FIRE HYDRANTS THROUGHOUT THE PROJECT SHALL HAVE A RED "OUT OF SERVICE" DISK (JOSEPH G. POLLARD CO. OR EQUAL) ATTACHED TO 4" PUMPER NOZZLE CAP. DISK TO BE REMOVED AFTER WATER SYSTEM HAS BEEN APPROVED FOR SERVICE BY THE DEPARTMENT.

THE DEPARTMENT SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY TESTING PROCEDURES. AFTER FLUSHING IS COMPLETED, LINE PRESSURE SHALL BE APPLIED TO THE WATER SYSTEM TO DETERMINE IF ANY MAJOR DEFECTS ARE PRESENT. THE COMPLETE WATER SYSTEM SHALL THEN BE TESTED AT A PRESSURE OF 150 PSI FOR A PERIOD OF NOT LESS THAN TWO HOURS. THE DEPARTMENT MAY, AT ITS DISCRETION, INCREASE THE PERIOD TO FOUR HOURS. MAXIMUM LENGTH OF LINE TO BE TESTED AT ONE TIME SHALL NOT EXCEED 1500 LINEAR FEET. AN OIL FILLED PRESSURE GAUGE UP TO 200 PSI AT 2 POUND INCREMENTS SHALL BE USED FOR ALL PRESSURE TESTS. NO VISIBLE MOVEMENT OF THE SYSTEM SHALL OCCUR AND LEAKAGE SHALL NOT EXCEED:

$$\frac{L=ND\sqrt{P}}{7400} \text{ PER HOUR}$$

WHERE: L= LEAKAGE IN GALLONS
N= NUMBER OF JOINTS IN TEST SECTION
P= TEST PRESSURE IN PSI
D= DIAMETER OF PIPE IN INCHES

NOTE: MARTIN COUNTY UTILITIES DEPARTMENT'S MINIMUM DESIGN AND CONSTRUCTION STANDARDS (LATEST EDITION), ARE TO BE ADHERED TO AND WILL BE ENFORCED TO AT LEAST THESE MINIMUM STANDARDS.

48 HOURS BEFORE DIGGING
CALL TOLL-FREE
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC
UNDERGROUND UTILITIES NOTIFICATION CENTER

GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT
Dwg 1D
Revised: AUGUST 2016

## STANDARD WATER/SEWER SEPARATION STATEMENT

62-555.314 Location of Public Water System Mains.
For the purpose of this section, the phrase "water mains" shall mean mains, including treatment plant process piping, conveying either raw, partially treated, or finished drinking water; fire hydrant leads; and service lines that are under the control of a public water system and that have an inside diameter of three inches or greater.
(1) Horizontal Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems.
(a) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed storm sewer, Stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(b) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer.
(c) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least six feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C. The minimum horizontal separation distance between water mains and gravity-type sanitary sewers shall be reduced to three feet where the bottom of the water main is laid at least six inches above the top of the sewer.
(d) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.0065(2), F.S., and Rule 64E-6.002, F.A.C.
(2) Vertical Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, and Reclaimed Water Pipelines.
(a) New or relocated, underground water mains crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the water main is at least six inches, and preferably 12 inches, above or at least 12 inches below the outside of the other pipeline; however, it is preferable to lay the water main above the other pipeline.
(b) New or relocated, underground water mains crossing any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water shall be laid so the outside of the water main is at least 12 inches above or below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline.
(c) At the utility crossings described in paragraphs (a) and (b) above, one full length of water main pipe shall be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.
(3) Separation Between Water Mains and Sanitary or Storm Sewer Manholes.
(a) No water main shall pass through, or come into contact with, any part of a sanitary sewer manhole.
(b) Effective August 28, 2003, water mains shall not be constructed or altered to pass through, or come into contact with, any part of a storm sewer manhole or inlet structure. Where it is not technically feasible or economically sensible to comply with this requirement (i.e., where there is a conflict in the routing of a water main and a storm sewer and where alternative routing of the water main or the storm sewer is not technically feasible or is not economically sensible), the Department shall allow exceptions to this requirement (i.e., the Department shall allow construction of conflict manholes), but suppliers of water or persons proposing to construct conflict manholes must first obtain a specific permit from the Department in accordance with Part V of this chapter and must submit the preliminary design report or drawings, specifications, and design data accompanying their permit application that include information:
1. Technical or economic justification for each conflict manhole,
2. A statement identifying the party responsible for maintaining each conflict manhole,
3. Assurance of compliance with the design and construction requirements in sub-subparagraphs a. through d. below.
a. Each water main passing through a conflict manhole shall have a flexible, watertight joint on each side of the manhole to accommodate differential settling between the main and the manhole.
b. Within each conflict manhole, the water main passing through the manhole shall be installed in a watertight casing pipe having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe).
c. Each conflict manhole shall have an access opening, and shall be sized, to allow for easy cleaning of the manhole.
d. Gratings shall be installed at all storm sewer inlets upstream of each conflict manhole to prevent large objects from entering the manhole.
(4) Separation Between Fire Hydrant Drains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems. New or relocated fire hydrants with underground drains shall be located so that the drains are at least three feet from any existing or proposed storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; at least three feet, and preferably ten feet, from any existing or proposed vacuum-type sanitary sewer; at least six feet, and preferably ten feet, from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.0065(2), F.S., and Rule 64E-6.002, F.A.C.
(5) Exceptions. Where it is not technically feasible or economically sensible to comply with the requirements in subsection (1) or (2) above, the Department shall allow exceptions to these requirements if suppliers of water or construction permit applicants provide technical or economic justification for each exception and provide alternative construction features that afford a similar level of reliability and public health protection. Acceptable alternative construction features include the following:
(a) Where an underground water main is being laid less than the required minimum horizontal distance from another pipeline and where an underground water main is crossing another pipeline and joints in the water main are being located less than the required minimum distance from joints in the other pipeline:
1. Use of pressure-rated pipe conforming to the American Water Works Association standards incorporated into Rule 62-555.330, F.A.C., for the other pipeline if it is a gravity- or vacuum-type pipeline;
2. Use of welded, fused, or otherwise restrained joints for either the water main or the other pipeline; or
3. Use of watertight casing pipe or concrete encasement at least four inches thick for either the water main or the other pipeline.
(b) Where an underground water main is being laid less than three feet horizontally from another pipeline and where an underground water main is crossing another pipeline and is being laid less than the required minimum vertical distance from the other pipeline:
1. Use of pipe, or casing pipe, having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe) or concrete encasement at least four inches thick for the water main; and
2. Use of pipe, or casing pipe, having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch-thick ductile iron pipe) or concrete encasement at least four inches thick for the other pipeline if it is new and is conveying wastewater or reclaimed water.

GENERAL NOTES, SPECIFICATIONS AND SEPARATION STATEMENT
Dwg 1E
Revised: AUGUST 2016

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

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 P: 954-202-7000
4950 W. KENNEDY BLVD. SUITE 600 TAMPA, FL 33609 P: 813-379-4100
840 SE OSCEOLA ST STUART, FL 34994 P: 772-286-3138
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REVISIONS:

| REV: | DATE: | COMMENT: | BY: |
|---|---|---|---|
| | | | |

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

PROJECT:

**COFFEE RUSH STUART LANDINGS**

FOR

**DKC Stuart Landings 2, LLC**

CITY OF STUART
FLORIDA

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

JASON M. GUNTHER
No. 58629
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Digitally signed by Jason Gunther
Date: 2025.09.09 11:22:44 -04'00'
FLORIDA LICENSE No. 58629
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE No. 27528

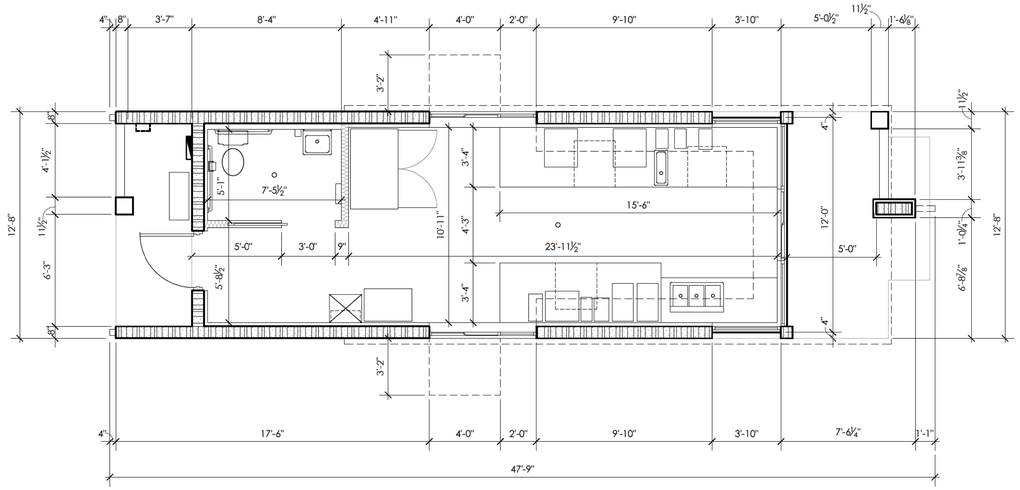
SHEET TITLE:

**UTILITY DETAILS**

SHEET NUMBER:

**C-13**

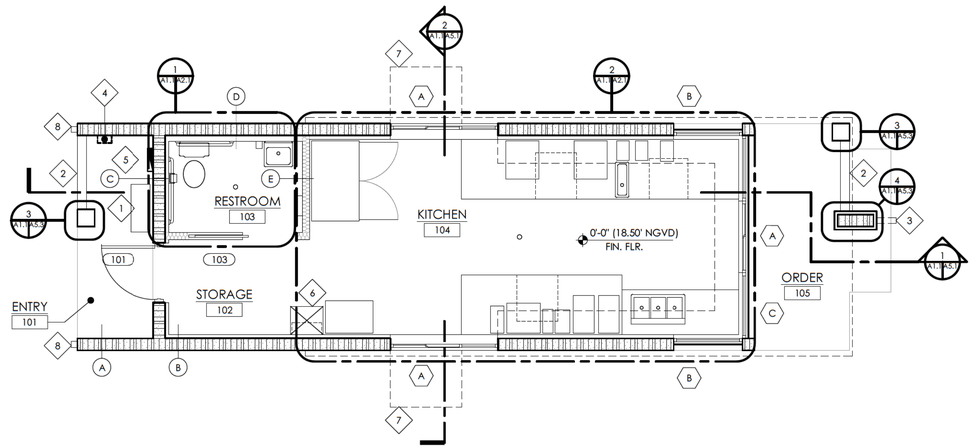
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## DIMENSION FLOOR PLAN

SCALE: 1/4" = 1'-0"

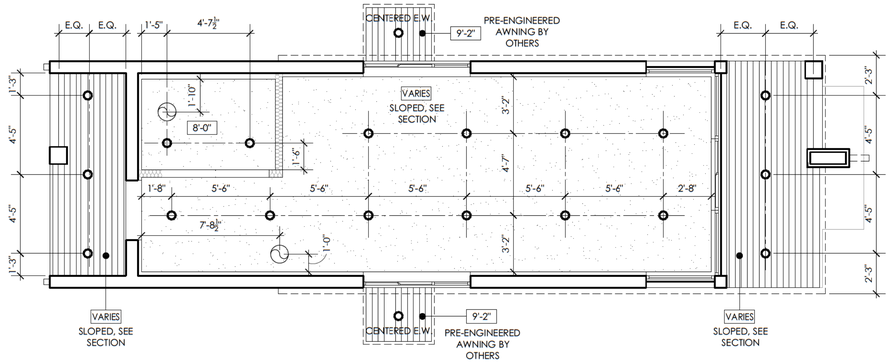
0 4' 8' 12'




## NOTED FLOOR PLAN

SCALE: 1/4" = 1'-0"

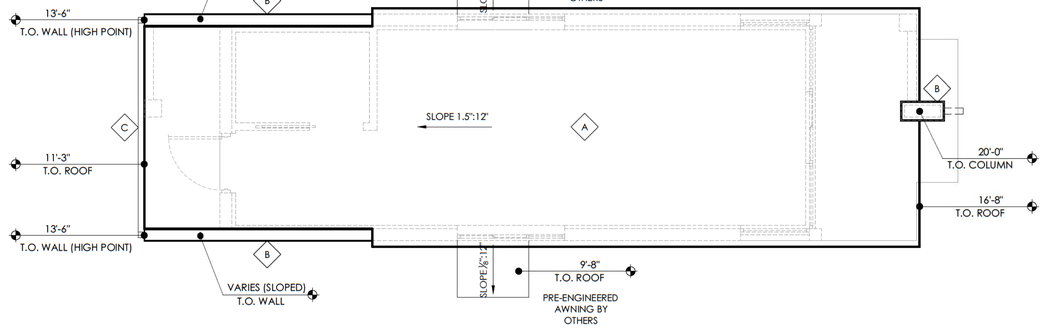
0 4' 8' 12'




## REFLECTED CEILING 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" FEAUX WOOD GRAIN ALUM. SOFFIT PANELS
- RECESSED L.E.D. CAN LIGHT, COORD. W/ WET LOCATIONS
- EXHAUST FAN
- X'-X" — CEILING HEIGHT, A.F.F.

### WALL TYPE LEGEND

- 8" C.M.U. WALL W/ G.W.B. OVER FI-FOIL INSULATION (R-4.1) OVER MTL. FURRING ON INT. AND TEXTURED STUCCO ON EXT.
- 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
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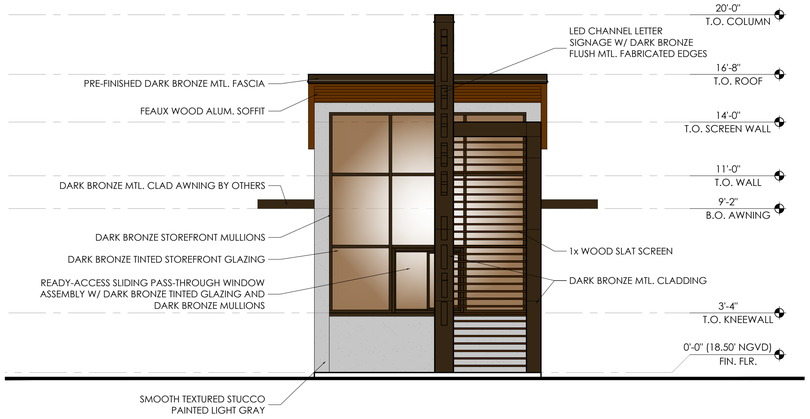

MICHAEL K. SHEELEY
REG. # 0010564
STATE OF FLORIDA
MICHAEL K. SHEELEY
AR0010564
REGISTERED ARCHITECT

| | |
|---|---|
| JOB: | MK25015C |
| DATE: | 09-02-2025 |
| DRWN. BY: | CR |
| CAD REF: | FLR |

SHEET
A1.1

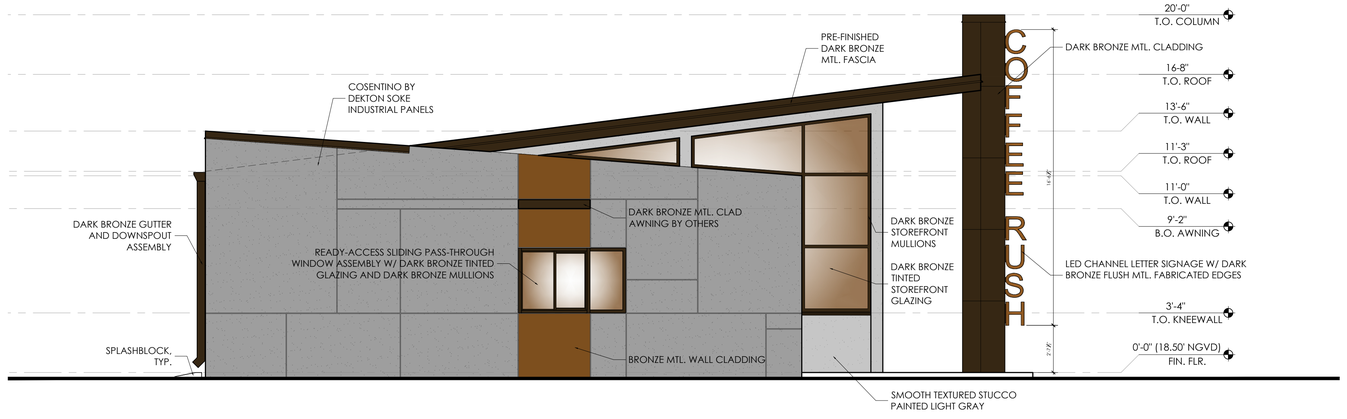

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## FRONT ELEVATION

SCALE: 1/4" = 1'-0"




## SIDE ELEVATION

SCALE: 1/4" = 1'-0"




## REAR 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'-6½" (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

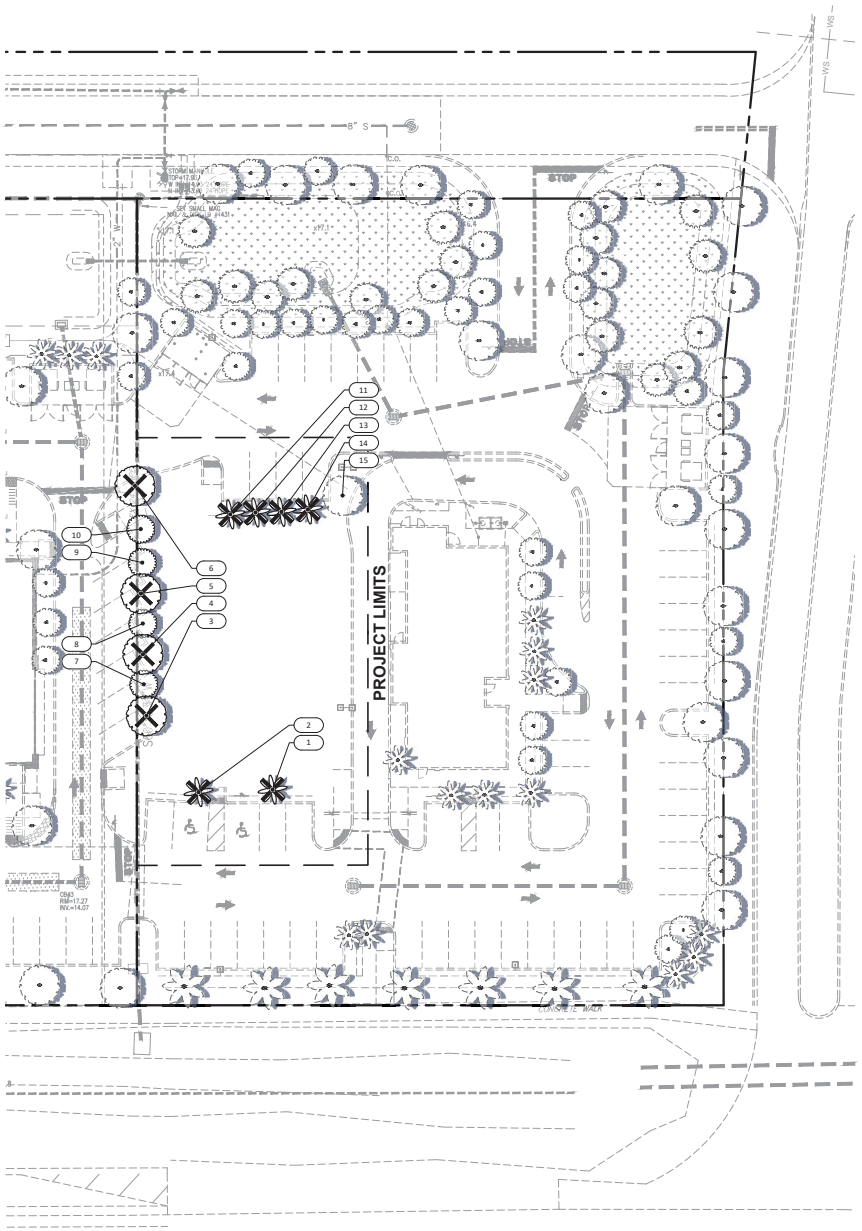
MICHAEL K. SHEELEY
REG. # 0010564
STATE OF FLORIDA
MICHAEL K. SHEELEY
AR0010564
REGISTERED ARCHITECT

| | |
|---|---|
| JOB: | MK25015C |
| DATE: | 09-02-2025 |
| DRWN. BY: | CR |
| CAD REF: | ELEV |

SHEET
A4.1

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*SE FEDERAL HIGHWAY (U.S. 1)*

SCALE: 1" = 20'-0"

0 20 40 60 feet

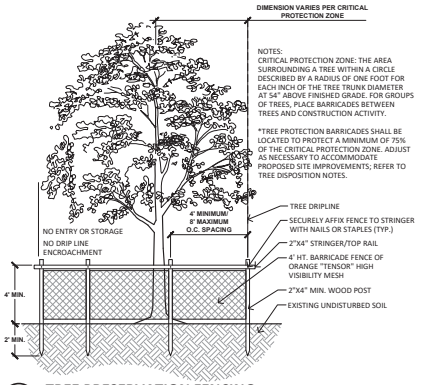
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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
*Check positive response codes before you dig!*

## TREE DISPOSITION NOTES

1. 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.
2. 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).
3. ROOT ZONE PROTECTION
   - 3.1. DURING THE ENTIRE CONSTRUCTION PERIOD, MAKE ALL REASONABLE EFFORTS TO PROTECT THE ROOT ZONE FROM DAMAGE. ERECT TREE PROTECTION BARRICADING 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

| SYMBOL | DESCRIPTION |
|---|---|
| | EXISTING TREE |
| | EXISTING PALM |
| | EXISTING PALM TO RELOCATE |
| | EXISTING TREE TO BE REMOVED |
| | EXISTING PALM TO BE REMOVED |
| XXX | TREE IDENTIFICATION NUMBER |
| | TREE PRESERVATION FENCING |




1 **TREE PRESERVATION FENCING**
1/4" = 1'-0" 329343-24

## 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 | ADONIDIA MERRILLII | CHRISTMAS PALM | 4" | FAIR | REMOVE | 0" | NUTRIENT DEFICIENCY |
| 12 | ADONIDIA MERRILLII | CHRISTMAS PALM | 4" | FAIR | REMOVE | 0" | NUTRIENT DEFICIENCY |
| 13 | ADONIDIA MERRILLII | CHRISTMAS PALM | 4" | FAIR | REMOVE | 0" | NUTRIENT DEFICIENCY |
| 14 | ADONIDIA MERRILLII | CHRISTMAS PALM | 4" | FAIR | REMOVE | 0" | NUTRIENT DEFICIENCY |
| 15 | CONOCARPUS ERECTUS | GREEN BUTTONWOOD | 3" | FAIR | REMAIN | - | |
| | | | | | TOTAL TREE MITIGATION REQUIRED: | 0" | |

PERMIT DOCUMENTS

bortak.design
Irrigation | Landscape Architecture
| 56 Ocean Boulevard | Stuart, FL 34996
(407) 304-9312 | www.bortak.design

REGISTRATION
This item has been digitally signed and sealed by MARC STEFAN BORTAK, RLA, CPIC, CID on the date adjacent to the seal.
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FLORIDA LANDSCAPE ARCHITECT MARC STEFAN BORTAK LA 6667430
Digitally signed by Marc Bortak
Date: 2025.09.10 10:10:07 -04'00'

PROJECT INFORMATION

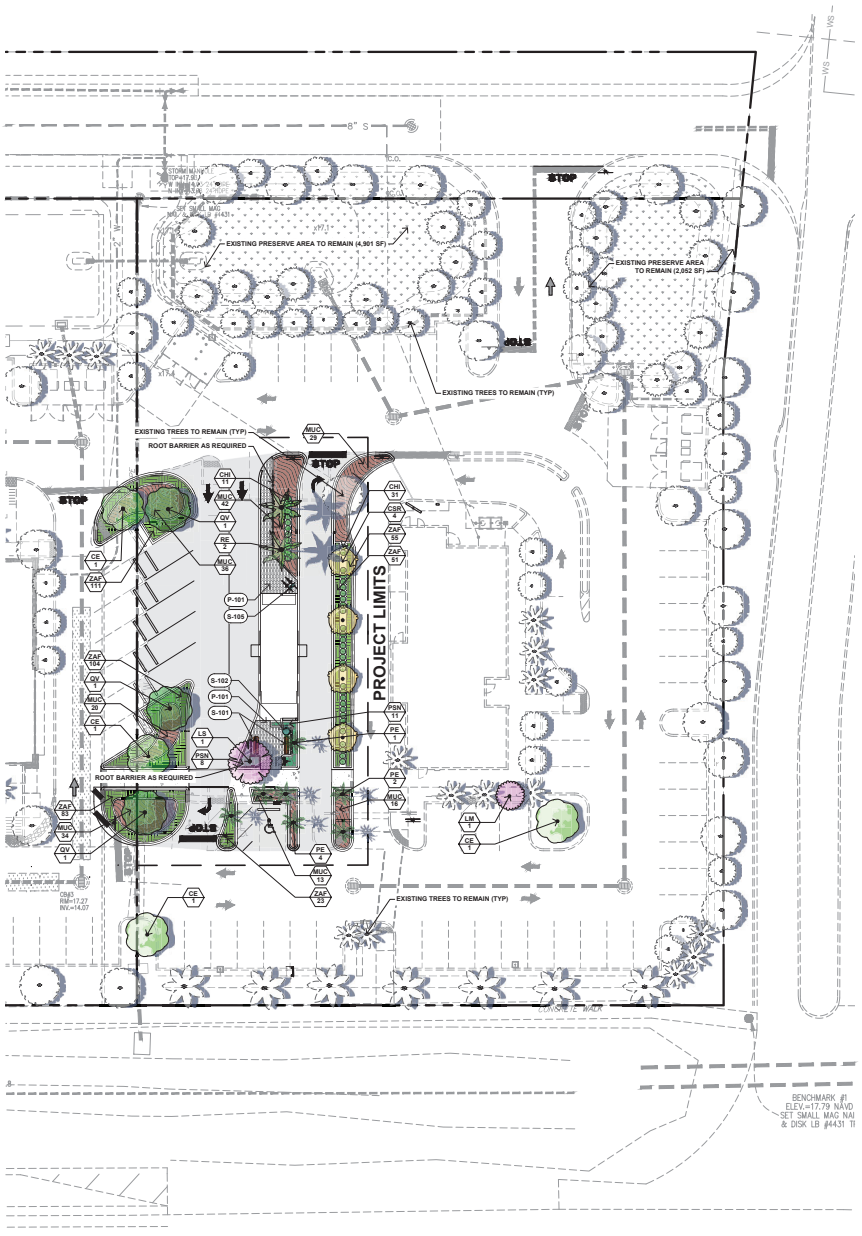
# COFFEE RUSH: STUART LANDINGS
3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

PROJECT NUMBER
2024-024-002
CLIENT PROJECT NUMBER
N/A
VERIFY SCALES
1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS
1 2025-05-28 CITY COMMENTS
2 2025-09-08 CITY COMMENTS

DATE OF ISSUE
9/10/2025
DRAWING TITLE
TREE DISPOSITION PLANS
DRAWING NUMBER
L1.01

Plot Date: 9/10/2025 11:53:33 AM Username: stefa Layout Name: L1.01
Folder Path: C:\Data\Projects\00\A\2024-024-002 Coffee Rush Stuart Landings Filename: 2024-024-002 Tree Disposition Plan.dwg




0 20 40 60 feet

SCALE: 1" = 20'-0"

Sunshine811

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!*

## LANDSCAPE SCHEDULE

| SYMBOL | CODE | QTY | COMMON / BOTANICAL NAME | CONT | SIZE | NATIVE |
|---|---|---|---|---|---|---|
| TREES | | | | | | |
| | CE | 4 | BUTTONWOOD<br>CONOCARPUS ERECTUS | SEE SIZE | 12' OAH, 6' SPR. | YES |
| | LM | 1 | MUSKOGEE CRAPE MYRTLE<br>LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE' | B & B | 12' OAH, 6' SPR. | NO |
| | LS | 1 | QUEEN'S CRAPE MYRTLE<br>LAGERSTROEMIA SPECIOSA | SEE SIZE | 12' OAH, 6' SPR. | NO |
| | | 7 | ALEXANDER PALM<br>PTYCHOSPERMA ELEGANS | B & B | 12' HT | NO |
| | QV | 3 | SOUTHERN LIVE OAK<br>QUERCUS VIRGINIANA | SEE SIZE | 12' OAH, 6' SPR. | YES |
| | | 2 | FLORIDA ROYAL PALM<br>ROYSTONEA ELATA | B & B | 12' G.W. | YES |
| RELOCATED TREES | | | | | | |
| | CSR | 4 | ORANGE GEIGER TREE<br>CORDIA SEBESTENA | RELOCATED | SEE TREE DISPOSITION PLAN | YES |
| SHRUBS | | | | | | |
| | CHI | 42 | COCO PLUM<br>CHRYSOBALANUS ICACO | SEE SIZE | 24" HT, 18" SPR | YES |

| SYMBOL | CODE | QTY | COMMON / BOTANICAL NAME | CONT | SIZE | NATIVE | SPACING |
|---|---|---|---|---|---|---|---|
| SHRUB AREAS | | | | | | | |
| | MUC | 190 | PINK MUHLY GRASS<br>MUHLENBERGIA CAPILLARIS | 3 GAL | 24" HT, FULL | YES | 30" o.c. |
| | PSN | 19 | WILD COFFEE<br>PSYCHOTRIA NERVOSA | 3 GAL | 24" HT, FULL | YES | 24" o.c. |
| GROUND COVERS | | | | | | | |
| | ZAF | 427 | FLORIDA COONTIE<br>ZAMIA FLORIDANA | 3 GAL | 14" HT, FULL | YES | 18" o.c. |

## REFERENCE NOTES SCHEDULE

| SYMBOL | CODE | DESCRIPTION | QTY |
|---|---|---|---|
| PAVING | | | |
| | P-101 | BELGARD HOLLAND STONE<br>COLOR: SAVANNAH<br>PATTERN: FLEMISH BOND | 427 SF |
| SITE FURNISHINGS | | | |
| | S-101 | GREEN THEORY ARY2, ARRAY BACKLESS BENCH<br>FRAME: AGED COPPER STANDARD POWDER COAT<br>SLATS: THERMALLY MODIFIED ASH HARDWOOD TIMBER | 2 |
| | S-102 | GREEN THEORY BIK5-1, BIKKI BIN ENCLOSURE (32 GALLON)<br>FRAME: AGED COPPER STANDARD POWDER COAT<br>SLATS: THERMALLY MODIFIED ASH HARDWOOD TIMBER | 1 |
| | S-105 | GREEN THEORY PPC7, PAPERCLIP BICYCLE RACK<br>FRAME: AGED COPPER STANDARD POWDER COAT | 1 |

## LANDSCAPE CODE TABULATIONS

| | | | |
|---|---|---|---|
| ZONING: | CPUD | | |
| DEVELOPED AREA: | 55,157 SF | 1.3 AC | |
| TOTAL OPEN AREA: | 17,740 SF | 32% | |
| DEVELOPMENT STATUS: | MAJOR | | |

| | | | MEASUREMENT | REQUIRED | PROVIDED | NOTES |
|---|---|---|---|---|---|---|
| SEC. 6.04.03 LANDSCAPE DESIGN | | | | | | |
| B | 1 | LANDSCAPE AREA (MIN 20%) | 20% | 11,031 SF | 17,740 SF | |
| SEC. 6.04.02 GENERAL PROVISIONS | | | | | | |
| A | 1 | PERCENT NATIVE (ALL VEGETATION) | 50% | | PROVIDED | |
| | | NO ONE SPECIES OF TREE SHALL EXCEED 25% OF THE MIN NO. OF REQUIRED TREES | 25% | 19 TREES | | |
| | 2 | MIN 50% OF ALL REQUIRED TREES SHALL BE SHADE TREES | 50% | 37 TREES | 47 EXISTING, 9 PROVIDED | |
| SEC. 6.04.07 PARKING AREA INTERIOR LANDSCAPE | | | | | | |
| | | VEHICULAR USE AREA | | | 30,716 SF | |
| | | INTERIOR LANDSCAPE AREA: 50% OF REQ. AREA | 50% | 5,516 SF | 5,658 SF | |
| A | 1 | LANDSCAPE STRIP MIN. 10' WIDTH BTWN ADJACENT STREET | | | | EXISTING |
| | 2 a | 1 TREE : 30 LF | 349 LF | 12 TREES | | EXISTING |
| | b | HEDGE, WALL OR BERM | | | | EXISTING |
| | c | SHRUB OR VINE (STREET SIDE) 5' O.C. | | | | EXISTING |
| | 4 | MIN 25% OF STRIP = GROUND COVER | | | | EXISTING |
| C | 2 | PROPOSED BUILDING | | | | |
| | | MIN. 2' LANDSCAPE STRIP BTWN BUILDING AND ACCESS DRIVE | 60 LF | 120 SF | 490 | PROVIDED IN MEDIAN |
| | | 1 TREE : 30 LF | 60 LF | 2 TREES | 2 TREES | PROVIDED IN MEDIAN |
| | | HEDGE | | 60 LF | 60 LF | PROVIDED IN MEDIAN |
| | | EXISTING BUILDING | | | | |
| | | 1 TREE : 30 LF | 247 LF | 8 TREES | 8 TREES | 7 EXISTING, 1 PROVIDED |
| | 3 | 1 TREE: 500SF (INTERIOR) | 5,658 SF | 11 TREES | | |
| | 5 | INTERIOR ISLANDS: 1 TREE /ISLAND | 3 ISLANDS | 3 TREES | 3 TREES | |
| | 6 | TERMINAL ISLANDS: 1 TREE /ISLAND | 13 ISLANDS | 13 TREES | 13 TREES | TREES PROVIDED ACROSS DRIVE ISLE FOR 2 TERMINAL ISLANDS |
| | 7 | INTERIOR LANDSCAPE MEDIAN: 1 TREE /20 LF | 54 LF | 3 TREES | 3 TREES | |
| SEC. 6.04.08 DEVELOPMENT LANDSCAPING REQUIREMENTS | | | | | | |
| C | | 1 TREE : 2,500SF | 2,500 SF | 22 TREES | | |
| | | | TOTAL TREES | 74 TREES | 99 TREES | 82 EXISTING, 17 PROVIDED |

## XERISCAPE POINTS

| | Option | Points | Provided |
|---|---|---|---|
| 1 | Utilization of moisture sensing controller other than rain switch | 5 | 5 |
| 2 | Plan submitted with low, moderate and high water usage zones indicated on the landscape plan | 5 | 5 |
| 3 | Grass: | | |
| | 25%—50% of the grass areas are made up of drought tolerant grass species from the list | 5 | 10 |
| | 51% or more of the grass areas are made up of drought tolerant grass species from the list | 10 | |
| 4 | Shrubs: | | |
| | 25%—50% of the required shrubs are made up of drought tolerant species from the list | 5 | 10 |
| | 51% or more of the required shrubs are made up of drought tolerant species from the list | 10 | |
| 5 | Trees: | | |
| | 25%—50% of the required trees are made up of drought tolerant species from the list | 5 | 10 |
| | 51% or more of the required trees are made up of drought tolerant species from the list | 10 | |
| 6 | Extra shade trees in vehicular use areas: | | |
| | 25% more than the required shade trees planted in the vehicular use area | 5 | 0 |
| | 50% more than the required shade trees planted in the vehicular use area | 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 |
| | Xeriscape Points Provided: | | 60 |

## LANDSCAPE NOTES

1. ENCROACHMENT INTO REQUIRED BUFFERYARDS AND LANDSCAPED AREAS BY VEHICLES, BOATS, MOBILE HOMES OR TRAILERS SHALL NOT BE PERMITTED, AND REQUIRED LANDSCAPED AREAS SHALL NOT BE USED FOR THE STORAGE OR SALE OF MATERIALS OR PRODUCTS OR THE PARKING OF VEHICLES AND EQUIPMENT.
2. REQUIRED LANDSCAPING SHALL BE MAINTAINED SO AS TO AT ALL TIMES PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE, FREE OF REFUSE AND DEBRIS. IF VEGETATION WHICH IS REQUIRED TO BE PLANTED DIES, IT SHALL BE REPLACED WITH EQUIVALENT VEGETATION. ALL TREES FOR WHICH CREDIT WAS AWARDED AND WHICH SUBSEQUENTLY DIE SHALL BE REPLACED BY THE REQUISITE NUMBER OF LIVING TREES ACCORDING TO THE STANDARDS ESTABLISHED IN THE CITY OF STUART LANDSCAPE CODE.
3. ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER. MAINTENANCE SHALL INCLUDE WEEDING, WATERING, FERTILIZING, PRUNING, MOWING, EDGING, MULCHING OR OTHER MAINTENANCE AS NEEDED AND IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. PERPETUAL MAINTENANCE SHALL BE PROVIDED TO PROHIBIT THE REESTABLISHMENT OF HARMFUL EXOTIC SPECIES WITHIN LANDSCAPING AND PRESERVATION AREAS.
4. REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR REPAIR OR REPLACEMENT, WHERE NECESSARY, OF ANY SCREENING OR BUFFERING REQUIRED AS SHOWN ON THIS PLAN. REGULAR LANDSCAPE MAINTENANCE SHALL BE PROVIDED FOR THE REPAIR OR REPLACEMENT OF REQUIRED WALLS, FENCES OR STRUCTURES TO A STRUCTURALLY SOUND CONDITION AS SHOWN ON THIS PLAN
5. ALTERNATIVE PLANT SPECIES FOR REQUIRED LANDSCAPE MAY BE PERMITTED SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF STUART GROWTH MANAGEMENT DEPARTMENT PRIOR TO INSTALLATION.
6. ALL PROHIBITED EXOTIC SPECIES MUST BE REMOVED AND ALL REQUIRED LANDSCAPE IMPROVEMENTS MUST BE INSPECTED AND APPROVED BY CITY OF STUART PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
7. NO CYPRESS MULCH OR RED MULCH IS TO BE USED ON SITE. EUCALYPTUS OR MELALEUCA MULCH IS TO BE USED IN A 3" CONSISTENT LAYER IN ALL PLANTING BEDS.
8. ENHANCED LANDSCAPING BEYOND MINIMUM REQUIREMENTS WILL CONFORM TO ALL APPLICABLE SECTIONS OF THE CITY OF STUART LANDSCAPE CODE. AS-BUILT DRAWINGS WILL BE SUBMITTED TO CITY OF STUART GROWTH MANAGEMENT WITH CERTIFICATION OF LANDSCAPING INSTALLATION AND MAINTENANCE.
9. THIS PLAN HAS BEEN DESIGNED TO MEET THE TREE PLANTING REQUIREMENTS CONTAINED WITHIN THE FPL DOCUMENT ENTITLED 'PLANT THE RIGHT TREE IN THE RIGHT PLACE'.
10. FOR EXISTING OR PROPOSED UTILITIES, NO TREE SHALL BE PLANTED WHERE IT COULD, AT MATURE HEIGHT CONFLICT WITH OVERHEAD POWER LINES.
11. LARGE TREES (HEIGHT AT MATURITY OF MORE THAN 30') SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF 30' FROM THE NEAREST OVERHEAD POWER LINE.
12. MEDIUM HEIGHT TREES (HEIGHT AT MATURITY BETWEEN 20' AND 30') SHALL BE OFFSET AT LEAST 20' AND SMALL TREES (HEIGHT AT MATURITY OF LESS THAN 20') REQUIRE NO OFFSET.
13. NO TREE SHRUBS, HEDGES OR VINES SHALL BE PLANTED WITHIN 5' OF AN EXISTING OR PROPOSED UTILITY POLE, GUY WIRE, OR PAD-MOUNTED TRANSFORMER.
14. PALMS SHOULD BE PLANTED AT A DISTANCE EQUAL TO OR GREATER THAN THE AVERAGE FROND LENGTH PLUS TWO (2) FEET FROM POWER LINES.
15. TREE SPECIES SHALL BE SELECTED AS TO MINIMIZE CONFLICTS WITH EXISTING OR PROPOSED UTILITIES.

## IRRIGATION NOTES

1. ADEQUATE IRRIGATION OF LANDSCAPED AREAS SHALL BE PROVIDED FOR THE FIRST FULL GROWING SEASON AND CONTINUE THEREAFTER ONLY AS NECESSARY TO MAINTAIN REQUIRED VEGETATION IN GOOD AND HEALTHY CONDITION.
2. IRRIGATION SYSTEMS SHALL CONFORM TO THE FOLLOWING STANDARDS: IRRIGATION SYSTEMS SHALL BE CONTINUOUSLY MAINTAINED IN WORKING ORDER AND SHALL BE DESIGNED NOT TO OVERLAP WATER ZONES OR TO WATER IMPERVIOUS AREAS.
3. NO IRRIGATION SYSTEM SHALL BE INSTALLED OR MAINTAINED ABUTTING ANY PUBLIC STREET WHICH CAUSES WATER FROM THE SYSTEM TO OVERSPRAY ONTO THE ROADWAY OR TO STRIKE PASSING VEHICULAR TRAFFIC.

**PERMIT DOCUMENTS**


bortak.design
Irrigation | Landscape Architecture
1 SE Osceola Boulevard | Stuart, FL 34994
(407) 304-9312 | www.bortak.design


**REGISTRATION**

Printed copies of this document signed and sealed by MARC STEFAN BORTAK, RLA, CPIC, CID on the date adjacent to his seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

REGISTERED LANDSCAPE ARCHITECT
MARC STEFAN BORTAK
LA 6667430
STATE OF FLORIDA
Digitally Signed by Marc Bortak
Date: 2025.09.10 10:47:07 -04'00'

**PROJECT INFORMATION**

# COFFEE RUSH: STUART LANDINGS

3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

**PROJECT NUMBER**
2024-024-002

**CLIENT PROJECT NUMBER**
N/A

**VERIFY SCALES**
1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

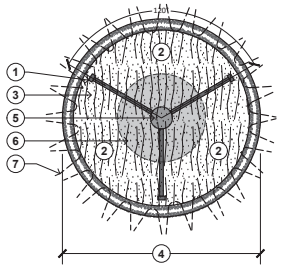
**REVISIONS**
1 2025-05-28 CITY COMMENTS
2 2025-09-08 CITY COMMENTS

**DATE OF ISSUE**
9/10/2025

**DRAWING TITLE**
LANDSCAPE PLANS

**DRAWING NUMBER**
L2.01


Plot Date: 9/10/2025 11:15:49 AM Username: stefa Layout Name: L2.01
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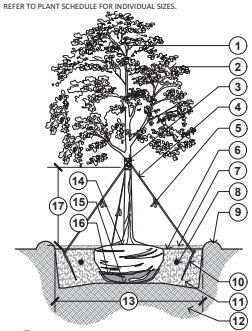
1. 2"X4" WOOD BRACE AT EQUAL SPACING (3 PER TREE)
2. 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
3. CONSTRUCT TEMPORARY 3" WATERING BASIN
4. 2X DIAMETER OF THE ROOTBALL.
5. TREE TRUNK
6. ROOTBALL
7. TREE CANOPY

## 1 LARGE TREE STAKING DETAIL

3/8" = 1'-0" 329301-22

CALIPER MEASUREMENTS NOTES:
1. CALIPER MEASUREMENT IS 6" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER OR LESS.
2. CALIPER MEASUREMENT IS12" FROM TOP OF ROOT BALL FOR TREES WITH 6" CALIPER GREATER.

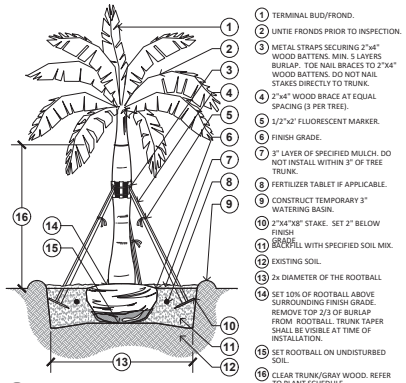
REFER TO PLANT SCHEDULE FOR INDIVIDUAL SIZES.



1. DO NOT PRUNE CENTRAL LEADER
2. PRUNE DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING USING ACCEPTABLE NURSERY PRACTICES OR AS DIRECTED BY THE LANDSCAPE ARCHITECT
3. PROTECT TRUNK WITH 3 LAYERS OF BURLAP MINIMUM
4. 1" WIDE MIN. NYLON STRAPPING AT EQUAL SPACING (3 PER TREE) GUY WIRES SHALL NOT TO BE USED
5. FLUORESCENT MARKING FLAG
6. FINISH GRADE
7. 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
8. FERTILIZER TABLET IF APPLICABLE
9. CONSTRUCT TEMPORARY 3" WATERING BASIN
10. 2"X4"X8" STAKE: SET 2" BELOW FINISH GRADE
11. SPECIFIED SOIL MIX
12. EXISTING SOIL
13. 2X DIAMETER OF THE ROOTBALL
14. SET 10% OF ROOTBALL ABOVE SURROUNDING FINISH GRADE. REMOVE TOP 2/3 OF BURLAP FROM ROOTBALL. TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION
15. SET ROOTBALL ON UNDISTURBED SOIL
16. REMOVE TOP 2/3 OF BURLAP/WIRE BASKET FROM ROOTBALL
17. CLEAR TRUNK: REFER TO PLANT SCHEDULE

## 2 LARGE TREE PLANTING: 2" CALIPER AND GREATER

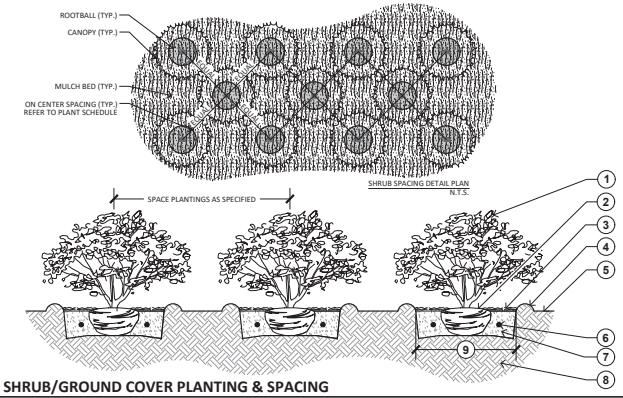
1/4" = 1'-0" 329302-01



1. TERMINAL BUD/FROND.
2. UNTIE FRONDS PRIOR TO INSPECTION.
3. METAL STRAPS SECURING 2"x4" WOOD BATTENS. MIN. 5 LAYERS BURLAP. TOE NAIL BRACES TO 2"X4" WOOD BATTENS. DO NOT NAIL STAKES DIRECTLY TO TRUNK.
4. 2"x4" WOOD BRACE AT EQUAL SPACING (3 PER TREE).
5. 1/2"x2' FLUORESCENT MARKER.
6. FINISH GRADE.
7. 3" LAYER OF SPECIFIED MULCH. DO NOT INSTALL WITHIN 3" OF TREE TRUNK.
8. FERTILIZER TABLET IF APPLICABLE.
9. CONSTRUCT TEMPORARY 3" WATERING BASIN.
10. 2"X4"X8" STAKE. SET 2" BELOW FINISH GRADE
11. BACKFILL WITH SPECIFIED SOIL MIX.
12. EXISTING SOIL.
13. 2x DIAMETER OF THE ROOTBALL
14. SET 10% OF ROOTBALL ABOVE SURROUNDING FINISH GRADE. REMOVE TOP 2/3 OF BURLAP FROM ROOTBALL. TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION.
15. SET ROOTBALL ON UNDISTURBED SOIL.
16. CLEAR TRUNK/GRAY WOOD. REFER TO PLANT SCHEDULE

## 3 LARGE PALM PLANTING DETAIL

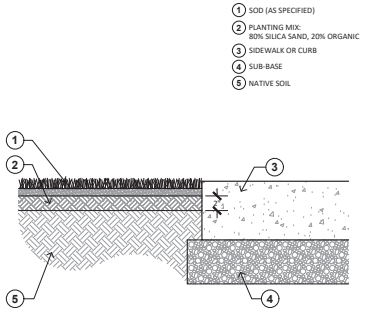
1/4" = 1'-0" DETAIL-FILE




1. PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION: AFTER PLANTS HAVE BEEN INSTALLED, EACH PLANT SHALL BE PRUNED FOR UNIFORMITY
2. SET 10% OF ROOTBALL ABOVE SURROUNDING FINISH GRADE: TRUNK TAPER SHALL BE VISIBLE AT TIME OF INSTALLATION
3. 3" LAYER OF SPECIFIED MULCH: DO NOT INSTALL WITHIN 3" OF TREE TRUNK
4. CONSTRUCT TEMPORARY 3" WATERING BASIN
5. FINISH GRADE
6. FERTILIZER TABLET IF APPLICABLE.
7. BACKFILL WITH SPECIFIED SOIL MIX
8. EXISTING SOIL
9. 2X DIAMETER OF THE ROOTBALL

## 4 SHRUB/GROUND COVER PLANTING & SPACING

1" = 1'-0" 329302-06



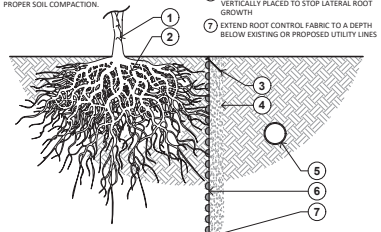
1. SOD (AS SPECIFIED)
2. PLANTING MIX: 80% SILICA SAND, 20% ORGANIC
3. SIDEWALK OR CURB
4. SUB-BASE
5. NATIVE SOIL

## 5 SOD PLANTING

1 1/2" = 1'-0" 329301-03

INSTALLATION NOTES
1. CONTACT UTILITY COMPANY AND ENSURE UTILITY LINES ARE PROPERLY LOCATED PRIOR TO DIGGING OR TRENCHING.
2. FOR EXISTING TREES, CONSULT A PROFESSIONAL ARBORIST IF ROOT TRIMMING IS REQUIRED.
3. INSTALL & COVER BIOBARRIER WITHIN 12 HOURS AFTER OPENING. HIGH TEMPERATURES AND DIRECT SUNLIGHT CAN REDUCE EFFECTIVE PRODUCT LIFE.
4. INSTALL TYPAR BIOBARRIER ROOT CONTROL FABRIC WITH NODULES FACING TOWARD ROOT SOURCE.
5. BACKFILL AND TAMP FIRMLY TO ELIMINATE SOIL SETTLING. WET SOIL, IF NECESSARY, TO ENSURE PROPER SOIL COMPACTION.

1. PROPOSED OR EXISTING TREE
2. FUTURE OR EXISTING ROOT STRUCTURE
3. SECURE FABRIC EVERY 2'-0" WITHIN 1/4" OF TOP EDGE
4. EXCAVATE TRENCHES A MINIMUM OF 4" WIDE: TRENCHES MUST BE A MINIMUM LENGTH OF MATURE PLANT CANOPY PLUS 10 FEET, CENTERED ON THE ROOT SOURCE AND ADJACENT TO PROTECTION AREA
5. PROPOSED OR EXISTING UTILITIES
6. TYPAR BIOBARRIER ROOT CONTROL FABRIC VERTICALLY PLACED TO STOP LATERAL ROOT GROWTH
7. EXTEND ROOT CONTROL FABRIC TO A DEPTH BELOW EXISTING OR PROPOSED UTILITY LINES

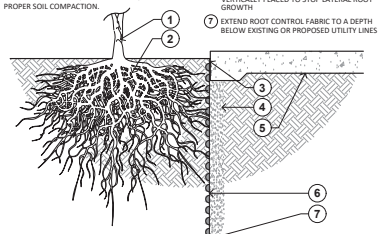


## 6 TREE ROOT BARRIER - ADJACENT UTILITIES

3/4" = 1'-0" 329413.23-01

INSTALLATION NOTES
1. CONTACT UTILITY COMPANY AND ENSURE UTILITY LINES ARE PROPERLY LOCATED PRIOR TO DIGGING OR TRENCHING.
2. FOR EXISTING TREES, CONSULT A PROFESSIONAL ARBORIST IF ROOT TRIMMING IS REQUIRED.
3. INSTALL & COVER BIOBARRIER WITHIN 12 HOURS AFTER OPENING. HIGH TEMPERATURES AND DIRECT SUNLIGHT CAN REDUCE EFFECTIVE PRODUCT LIFE.
4. INSTALL TYPAR BIOBARRIER ROOT CONTROL FABRIC WITH NODULES FACING TOWARD ROOT SOURCE.
5. BACKFILL AND TAMP FIRMLY TO ELIMINATE SOIL SETTLING. WET SOIL, IF NECESSARY, TO ENSURE PROPER SOIL COMPACTION.

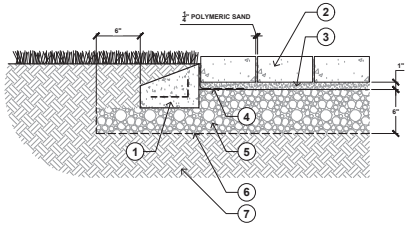
1. PROPOSED OR EXISTING TREE
2. FUTURE OR EXISTING ROOT STRUCTURE
3. SECURE FABRIC USING ADHESIVE
4. EXCAVATE TRENCHES A MINIMUM OF 4" WIDE: TRENCHES MUST BE A MINIMUM LENGTH OF MATURE PLANT CANOPY PLUS 10 FEET, CENTERED ON THE ROOT SOURCE AND ADJACENT TO PROTECTION AREA
5. PROPOSED CONCRETE OR ASPHALT SURFACE
6. TYPAR BIOBARRIER ROOT CONTROL FABRIC VERTICALLY PLACED TO STOP LATERAL ROOT GROWTH
7. EXTEND ROOT CONTROL FABRIC TO A DEPTH BELOW EXISTING OR PROPOSED UTILITY LINES



## 7 TREE ROOT BARRIER - ADJACENT HARDSCAPE

3/4" = 1'-0" 329413.23-02

1. TROWELED CONCRETE EDGE RESTRAINT WITH STAINLESS WELDED WIRE MESH AS REQUIRED
2. CONCRETE PAVER COLOR AND FINISH PER PLAN
3. 1" BEDDING SAND
4. 12" WIDE GEOTEXTILE ALONG PERIMETER, TURN UP AGAINST RESTRAINT EDGE
5. COMPACTED AGGREGATE BASE
6. GEOTEXTILE AS REQUIRED: TURN UP AT SIDES OF BASE
7. COMPACTED SOIL SUBGRADE




## 8 PAVERS WITH TROWELED CONCRETE EDGE

1 1/2" = 1'-0"

PERMIT DOCUMENTS


bortak.design
Irrigation | Landscape Architecture
| 56 Orange Boulevard | Stuart, FL 34994
(407) 304-9312 | www.bortak.design


REGISTRATION

This item has been digitally signed and sealed by MARC STEFAN BORTAK, RLA, CPIC, CID 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.

Marc Stefan Bortak, RLA, CPIC, CID
LA 6667430
STATE OF FLORIDA

PROJECT INFORMATION

# COFFEE RUSH: STUART LANDINGS

3951 SE FEDERAL HIGHWAY

STUART, FLORIDA

PROJECT NUMBER
2024-024-002

CLIENT PROJECT NUMBER
N/A

VERIFY SCALES
1" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS
1 2025-05-28 CITY COMMENTS
2 2025-09-08 CITY COMMENTS

DATE OF ISSUE
9/10/2025

DRAWING TITLE
LANDSCAPE DETAILS

DRAWING NUMBER
L2.02


Plot Date: 9/10/2025 11:11:50 AM Username: stefa Layout Name: L2.02
Folder Path: C:\Data\Projects\2024\2024-024-002_Coffee Rush-Stuart Landings Filename: 2024-024-002_Landscape-Plan.dwg

# LANDSCAPE SPECIFICATIONS

1. GENERAL
1.1. WORK PERFORMED 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. SOURCE OF BASE INFORMATION IS PROVIDED BY THOMAS ENGINEERING GROUP, LLC ON 12/09/2024 AND IS ASSUMED TO BE CORRECT. IF SITE DISCREPANCIES ARE PRESENT, CONTRACTOR SHALL NOTIFY OWNER'S 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 OWNER'S REPRESENTATIVE FOR INSTRUCTIONS PRIOR TO COMMENCING 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 TO NOT CONFLICT. THE LOCATION OF EXISTING UTILITIES OR SITE FEATURES AS SHOWN ON THE PLANS MAY VARY 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 CLAIM FOR EXPENSES INCURRED BY 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 CONTRACTOR'S 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 DISRUPTION OF 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 UTILIZING 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 NOTICE 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. CONTRACTOR SHALL PROVIDE 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 SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
2.4. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO 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.
2.5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR THE FIELD LOCATIONS AND FOR ANY TREES PROPOSED FOR RELOCATION. THIS SHALL BE DONE IN A TIMELY MANNER TO MINIMIZE IMPACT ON CONSTRUCTION SCHEDULES. ANY DELAY CAUSED BY THE CONTRACTOR BY THE RELOCATION OF TREES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
2.6. 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 PLAN(S). 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 DURING CONSTRUCTION TO PRESERVE EDGE INTACT. REPAIRS TO 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 OR APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.
3.4. SALVAGE 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 OWNER'S REPRESENTATIVE.
3.5. REMOVE DEMOLISHED 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 RELATED CAUSES.
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 A 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. IF EXCAVATION IN THE VICINITY OF A PROTECTED TREE IS REQUIRED, CONTRACTOR SHALL ROOT PRUNE TREES, UNDER THE SUPERVISION OF A CERTIFIED ARBORIST IN ACCORDANCE TO THE FOLLOWING CONDITIONS:
4.4.1. 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. PROVIDE TEMPORARY IRRIGATION FOR EACH TREE THROUGHOUT THE DURATION OF CONSTRUCTION.
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.
3. BACKFILL TRENCH WITH PLANTING SOIL.
4. FERTILIZE WITHIN THE ROOT ZONE (SEE BELOW).
4.4.2. ROOT PRUNING SHALL BE ACCOMPLISHED BY DIGGING A TRENCH AROUND THE TREE IN AREAS WHERE PROPOSED SITE WORK WILL BE PERFORMED. TRENCHING SHALL BE AT A MINIMUM OF 24" DEEP. ROOT PRUNE ONLY WITH A MECHANICAL ROOT-PRUNING SAW OR A TRENCHER WITH A MAXIMUM TRENCH WIDTH OF 8".
4.4.3. ALL EXPOSED ROOTS SHALL BE CUT OFF 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.
4.5. THE CONTRACTOR SHALL FIELD STAKE THE LIMIT OF ROOT PRUNING. LIMITS OF ROOT PRUNING SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ANY EXCAVATION. DO NOT ROOT PRUNE FOR IRRIGATION OR ELECTRICAL LINES WITHIN DRIP LINES OF EXISTING TREES. COORDINATE ALL TRENCHING REQUIRED FOR UTILITY WORK WITH THE LANDSCAPE PLANS.
4.6. ROOT PRUNING SHALL OCCUR IN ACCORDANCE WITH TREE RELOCATION NOTES AS NOTED ON PLANS.

5. PLANTING SOIL
5.1. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL.
5.2. ALL TREES SHALL BE PLANTED WITH A MINIMUM OF 6" TOPSOIL AROUND AND BENEATH THE ROOTBALL.
5.3. MINIMUM TOPSOIL SHALL BE 2" FOR SODDED GRASS AREAS.
5.4. PLANTING SOIL MIX SHALL BE A WEED FREE MIX AS FOLLOWS:
5.4.1. DICOT TREES & SHRUBS: 50% SAND, 40% MUCK & 10% PEAT
5.4.2. MONOCOT PALMS: 70% SAND & 30% MUCK
5.4.3. TURF: 80% SAND, 10% PEAT & 10% MUCK

6. LANDSCAPE PLANTING
6.1. THIS PLAN HAS BEEN DESIGNED TO MEET OR EXCEED ALL APPLICABLE CODES.
6.2. THE PLANTING PLAN SHALL BE INSTALLED IN COMPLIANCE WITH ALL EXISTING CODES AND APPLICABLE DEED RESTRICTIONS.
6.3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS ESTABLISHED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" OF THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
6.4. ALL PLANT MATERIAL SHALL BE TRUE TO THE BOTANICAL NAME, GENUS, SPECIES AND/OR HYBRID DESIGNATION.
6.5. ALL TREES, SHRUBS AND GROUNDCOVERS SHALL BE OF THE SIZES (HEIGHT & SPREAD) AS SPECIFIED IN THE PLANT LIST. CONTAINER SIZE IS FOR REFERENCE PURPOSES ONLY. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM SIZES AT INSTALLATION, AS SPECIFIED IN THE PLANT LIST.
6.6. QUANTITIES LISTED ON THE PLANT LIST ARE FOR ESTIMATING PURPOSES. CONTRACTOR SHALL VERIFY ALL QUANTITIES. MULCH, TOPSOIL, FERTILIZER, ETC. SHALL BE INCLUDED IN THE UNIT COST OF THE PLANTS.
6.7. WHERE THERE IS A DISCREPANCY EITHER IN QUANTITIES, PLANT NAMES, SIZES OR SPECIFICATIONS BETWEEN THE PLAN OR PLANT LIST, THE PLAN TAKES PRECEDENCE.
6.8. ALL SUBSTITUTIONS AND CHANGES SHALL BE APPROVED IN WRITING PRIOR TO INSTALLATION. ANY DISCREPANCIES BETWEEN PLANS, SITE AND SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT, THE OWNER AND/OR GOVERNING MUNICIPALITY.
6.9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FINAL GRADING OF ALL ASSOCIATED PLANTING AREAS.
6.10. AFTER FINAL GRADE, LANDSCAPE AREAS ARE TO BE RAKED TO A DEPTH OF 6". ALL ROCK AND FOREIGN INORGANIC MATERIALS SHALL BE REMOVED AND DISPOSED OF PROPERLY OFF-SITE.
6.11. ALL PLANTING HOLES TO BE HAND DUG EXCEPT WHERE MACHINE DUG HOLES WILL NOT ADVERSELY AFFECT EXISTING TREES, DAMAGE UTILITIES OR OTHER IMPROVEMENTS.
6.12. ALL PLANTING BEDS IN OPEN AREAS AND AROUND BUILDING FOUNDATIONS SHALL BE EXCAVATED TO A DEPTH OF TWENTY-FOUR INCHES (24") AND BACK FILLED WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.
6.13. ALL PLANTING BEDS IN MEDIANS, HARDSCAPE AREAS OR AREAS ENCOMPASSED BY IMPERVIOUS MATERIAL SHALL BE EXCAVATED TO A DEPTH OF THIRTY-SIX INCHES (36") OR UNTIL NATIVE SOILS ENCOUNTERED TO ENSURE DRAINAGE. BACK FILL WITH SOIL MIX AS SPECIFIED IN SECTION 5.00. PLANTING BED SHALL BE FREE FROM ROCK, CONSTRUCTION DEBRIS OR OTHER EXTRANEOUS MATERIAL.
6.14. EXCAVATE PLANTING PITS TO A DEPTH SO THAT THE TRUNK FLARE AND FIRST ORDER LATERAL ROOT(S) WILL BE PLANTED AT FINISH GRADE OR SLIGHTLY HIGHER. ADVENTITIOUS ROOTS ARE NOT CONSIDERED FIRST ORDER ROOTS.
6.15. BURLAP, SYNTHETIC STRING, CORDS AND/OR LIFTING ROPES SHALL BE REMOVED FROM THE ROOTBALLS BEFORE ANY TREES ARE PLANTED. THE TOP 1/3RD OF BURLAP MUST BE REMOVED FROM HE TOP OF THE ROOTBALLS. THE TOP 1/3RD OF WIRE BASKETS SHALL BE COMPLETELY REMOVED AND THE BOTTOM 2/3RDS SHALL BE CUT BEFORE THE TREES ARE INSTALLED.
6.16. NO PLUNGING OF ANY TREE OR PALM WILL BE ACCEPTED.
6.17. NO PLANT MATERIAL WILL BE ACCEPTED SHOWING EVIDENCE OF CABLE, CHAIN MARKS, EQUIPMENT SCARS, OR OTHERWISE DAMAGED.
6.18. PLANT MATERIAL WILL NOT BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN CRACKED, BROKEN OR OTHERWISE DAMAGED.
6.19. ALL TREES SPECIFIED AS FIELD GROWN OR B&B TREES SHALL BE ROOT-PRUNED AT THE NURSERY A MINIMUM OF (8) WEEKS PRIOR TO PLANTING.
6.20. ALL PLANT MATERIAL PLANTED WITHIN THE SIGHT DISTANCE TRIANGLE AREAS SHALL BE MAINTAINED TO PROVIDE UNOBSTRUCTED CROSS-VISIBILITY AT A HORIZONTAL LEVEL BETWEEN 30 INCHES AND 8 FEET ABOVE ADJACENT STREET GRADE.
6.21. NO CANOPY TREES SHALL BE PLANTED WITHIN 12 FEET OF A LIGHT POLE. NO PALM SPECIES SHALL BE PLANTED WITHIN 6 FEET OF A LIGHT POLE.
6.22. GROUND COVER PLANTINGS SHALL PROVIDE NOT LESS THAN 50 PERCENT COVERAGE IMMEDIATELY UPON PLANTING AND 100 PERCENT COVERAGE WITHIN 6 MONTHS AFTER PLANTING.
6.23. TREES AND PALMS SHALL BE MAINTAINED TO ALLOW FOR CLEAR PASSAGE 8' IN ALL PEDESTRIAN AREAS.
6.24. ALL LANDSCAPE MATERIAL SHALL BE SETBACK A MINIMUM OF 10' FROM ANY FIRE HYDRANT.
6.25. CONTRACTOR SHALL REMOVE ALL NURSERY STAKES, CONDUIT, FLAGGING AND NURSERY TAPE PRIOR TO STAKING.
6.26. CONTRACTOR SHALL STAKE & GUY ALL TREES AND PALMS AT TIME OF PLANTING AS PER THE APPROPRIATE DETAIL. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND/OR REPAIR OF ALL STAKING AND GUYING DURING WARRANTY PERIOD AND REMOVAL & DISPOSAL OF STAKING AFTER ESTABLISHMENT/WARRANTY PERIOD.
6.27. TREES THAT CANNOT STAND WITHOUT THE SUPPORT OF STAKES AND/OR GUYS SHALL BE REJECTED.

7. TURF GRASSES
7.1. ALL AREAS NOT USED FOR BUILDINGS, VEHICULAR USE AREAS, WALKS OR PLANTING BEDS SHALL BE GRASSED. GRASSING SHALL EXTEND TO ANY ABUTTING STREET PAVEMENT EDGE AND TO THE MEAN WATERLINE OF ANY ABUTTING CANAL, LAKE OR WATERWAY. REFER TO LANDSCAPE SCHEDULE FOR ESTIMATED QUANTITY AND SPECIES.

8. MULCH & FERTILIZER
8.1. ALL PLANTING BEDS AND WATER BASINS FOR TREES SHALL BE COVERED WITH A 3" MINIMUM DEPTH OF SHREDDED PREMIUM EUCALYPTUS MULCH, UNLESS OTHERWISE SPECIFIED.
8.2. INDIVIDUAL TREES PLANTED IN LAWN AREAS SHALL BE MULCHED WITH A MINIMUM 3' DIAMETER MULCH RING.
8.3. MULCH SHALL NOT BE INSTALLED WITHIN 3" OF TREE TUNKS.
8.4. FERTILIZER MIX AS FOLLOWS:
8.4.1. DICOT TREES & SHRUBS: NPK 18-4-2, SLOW RELEASE W/ MICRONUTRIENTS
8.4.2. MONOCOT PALMS: NPK 8-2-12, SLOW RELEASE W/ MICRONUTRIENTS
8.4.3. TURF: NPK 16-4-8, SLOW RELEASE W/ MICRONUTRIENTS

9. WATERING
9.1. ALL LANDSCAPED AREAS WILL BE IRRIGATED BY AN UNDERGROUND, AUTOMATIC, RUST-FREE IRRIGATION SYSTEM PROVIDING 100% COVERAGE AND 50% SPRAY OVERLAP. THE SYSTEM SHALL BE MAINTAINED IN GOOD WORKING ORDER AND DESIGNED TO MINIMIZE WATER ON IMPERVIOUS SERVICES AND NOT OVERSPRAY WALKWAYS. A RAIN SENSOR DEVICE SHALL BE INSTALLED TO OVERRIDE THE IRRIGATION CYCLE OF THE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED.
9.2. ALL PLANT MATERIAL SHALL BE WATERED IN AT TIME OF PLANTING IN ACCORDANCE WITH STANDARD NURSERY PRACTICES. IN ADDITION, CONTRACTOR WILL CONTINUE THE WATERING OF PLANT MATERIAL UNTIL SUBSTANTIAL COMPLETION AND THE LANDSCAPE IS TURNED OVER TO THE OWNER.

10. PROJECT CLOSEOUT
10.1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
10.2. THE CONTRACTOR SHALL RESTORE, REPLACE OR AS DIRECTED BY THE LANDSCAPE ARCHITECT, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK OF THE CONTRACTOR, HIS EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUB-CONTRACTORS. THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT OF THE EXISTING ADJACENT AREAS. THE RESTORATION WORK SHALL BE AT THE CONTRACTOR'S EXPENSE. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
10.3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK. THESE AREAS SHALL BE KEPT IN A CLEAN AND NEAT CONDITION.
10.4. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
10.5. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE LANDSCAPE ARCHITECT OF RECORD COMPLETE SETS OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS INCLUDING PRODUCT/EQUIPMENT AS SPECIFIED OR REVISED DURING THE SHOP DRAWING SUBMITTAL PROCESS. AS-BUILT DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR.

11. GUARANTEE
11.1. ALL NEW PLANT MATERIAL SHALL BE GUARANTEED FOR 1 YEAR FROM TIME OF FINAL ACCEPTANCE OF PROJECT. ANY PLANT MATERIAL NOT IN A HEALTHY GROWING CONDITION WILL BE REPLACED IN KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER WITHIN 10 DAYS OF NOTIFICATION.
11.2. FOR ALL REPLACEMENT PLANT MATERIAL, THE WARRANTY PERIOD SHALL BE EXTENDED AN ADDITIONAL 90 DAYS BEYOND THE ORIGINAL WARRANTY PERIOD. REPLACEMENT MATERIAL SHALL BE REPLACED IN KIND AS IT RELATES TO SPECIES, QUANTITY AND SIZE.
11.3. ALL TREES THAT LEAN OR ARE BLOWN OVER, CAUSED BY WINDS LESS THAN 74 MPH AS DETERMINED BY THE NATIONAL HURRICANE CENTER, WILL BE RE-SET AND BRACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

PERMIT DOCUMENTS

bortak.design
Irrigation | Landscape Architecture
LC Design Boulevard | Stuart, FL 34994
(407) 304-9312 | www.bortak.design

REGISTRATION
This item has been digitally signed and sealed by MARC STEFAN BORTAK, RLA, CPIC, CID 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.
LANDSCAPE ARCHITECT MARC STEFAN BORTAK LA 6667430 STATE OF FLORIDA
Marc Stefan Bortak
Digitally signed by Marc Stefan Bortak
Date: 2025.09.08 07:47:31 -04'00'

PROJECT INFORMATION

COFFEE RUSH: STUART LANDINGS
3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

PROJECT NUMBER
2024-024-002

CLIENT PROJECT NUMBER
N/A

VERIFY SCALES
1" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

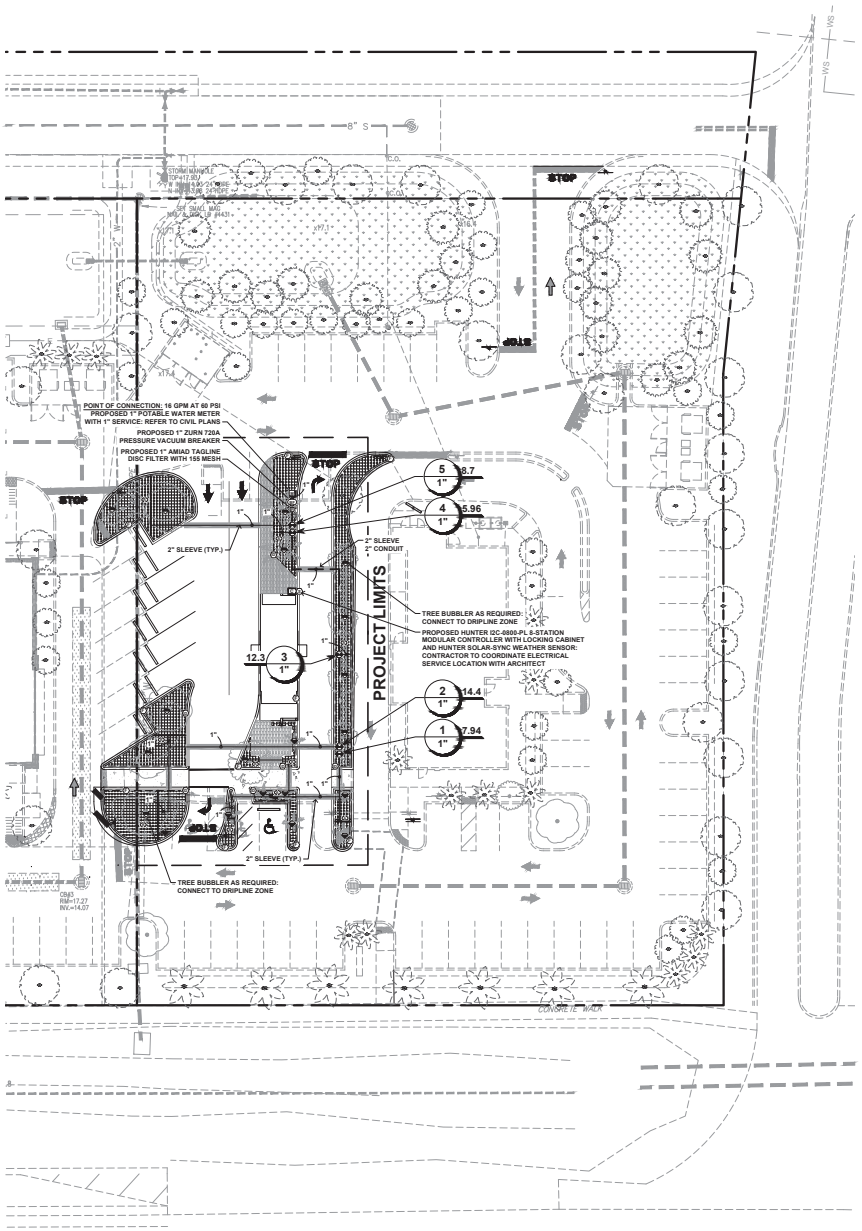
REVISIONS
1 2025-05-28 CITY COMMENTS
2 2025-09-08 CITY COMMENTS

DATE OF ISSUE
9/10/2025

DRAWING TITLE
LANDSCAPE SPECIFICATIONS

DRAWING NUMBER
L2.03

Plot Date: 9/10/2025 11:55:57 AM Username: stefa Layout Name: L2.03
Folder Path: C:\Data\Projects\2024\2024-024-002_Coffee Rush-Stuart Landings Filename: 2024-024-002_Landscape-Plan.dwg




SCALE: 1" = 20'-0"

Sunshine811
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!*

## GENERAL NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
3. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
4. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY THE POWER LINES.
5. MAINLINE LOCATION, WHERE SHOWN, IS FOR GRAPHIC CLARITY PURPOSES ONLY. INSTALL AT THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR ADJACENT TO OTHER HARDSCAPES TO FACILITATE FUTURE LOCATION AND TO PROTECT FROM DAMAGE. ENSURE MAINLINE IS INSTALLED ACCORDING TO THE IRRIGATION SPECIFICATIONS AND DETAILS.
6. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPE ITEMS, SUCH AS ROADS, WALKS AND PATIOS, THE PIPES MUST BE SLEEVED WITH THE SLEEVE DIAMETER BEING AT LEAST TWICE THE SIZE OF THE PIPE IT IS CARRYING.
7. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK.
8. NO SUBSTITUTIONS SHALL BE PERMITTED, EXCEPT WITH WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OF RECORD.
9. CONTRACTOR TO PROVIDE ADDITIONAL BUBBLERS AS REQUIRED FOR TREE AND PALM SPECIMEN ESTABLISHMENT.

## COVERAGE STATEMENT OF INTENT

PROPOSED LANDSCAPED AREAS HAVE BEEN DESIGNED WITH A FULLY AUTOMATED IRRIGATION SYSTEM COMPRISING OF 100-PERCENT HEAD-TO-HEAD COVERAGE OF ALL PLANT MATERIALS AND GRASS AREAS. THE IRRIGATION SYSTEM HAS BEEN DESIGNED TO MEETING THE REQUIREMENTS AND THE LAND DEVELOPMENT CODE, INCLUDING A COMBINATION OF WATER-CONSERVING IRRIGATION PRINCIPLES SUCH AS WATERING BASED ON HYDROZONES, POINT-SOURCE EMITTERS AND DRIPLINE, HIGH-EFFICIENCY SPRAYS WITH PRESSURE REGULATING POP-UPS, BUBBLERS, AND A SMART IRRIGATION CONTROLLER WITH A WEATHER SENSOR AND ADVANCED SCHEDULING CAPABILITIES.

## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | ARC | PSI | GPM | RADIUS |
|---|---|---|---|---|---|---|
| | HUNTER PCB 25<br>PRESSURE COMPENSATING BUBBLER, ON FLEX RISER. | 7 | 360 | 30 | 0.25 | 3' |
| | HUNTER PCB 50<br>PRESSURE COMPENSATING BUBBLER, ON FLEX RISER. | 12 | 360 | 30 | 0.5 | 3' |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI |
|---|---|---|---|
| F | HUNTER PLD-BV<br>MANUAL FLUSH VALVE, BARBED INSERT. | 10 | |
| A | HUNTER PLD-AVR<br>AIR RELIEF VALVE WITH 1/2" MPT CONNECTION. | 10 | |
| ID | HUNTER ECO-ID<br>SYSTEM OPERATION INDICATOR WITH 1/2" FPT CONNECTION INSTALLED ON SJ-512 SWING JOINT. | 7 | |
| | AREA TO RECEIVE DRIPLINE<br>HUNTER HDL-09-12-PC<br>HDL-09-12-PC: HUNTER DRIPLINE WITH 0.9 GPH FLOW. LIGHT BROWN TUBING WITH BLACK STRIPING. EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. INSTALL WITH HUNTER PLD BARBED OR PLD-LOC FITTINGS. | 3,290 LF | 30 |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | HUNTER ICZ-101<br>1" REMOTE CONTROL VALVE, WITH GLASS-FILLED NYLON CONSTRUCTION, GLOBE CONFIGURATION, NPT THREADED INLET/OUTLET, WITH 1" HY100 FILTER. | 5 |
| BF | ZURN 720A 1"<br>PRESSURE VACUUM BREAKER. | 1 |
| C | HUNTER I2C-0800-PL<br>8-STATION OUTDOOR MODULAR CONTROLLER WITH LOCKING PLASTIC ENCLOSURE. | 1 |
| S | HUNTER SOLAR-SYNC<br>WEATHER SENSOR. | 1 |
| F | AMIAD 1" DISC FILTER<br>1" DISC FILTER, NPT, WITH 155-MESH STAINLESS STEEL SCREEN ELEMENT. | 1 |
| M | WATER METER 1"<br>1" POTABLE WATER METER WITH 1" SERVICE. | 1 |
| | IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 | 254.0 LF |
| | IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 | 104.9 LF |
| | PIPE SLEEVE: PVC SCHEDULE 40<br>TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18-INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION. | 134.2 LF |

VALVE CALLOUT
- VALVE NUMBER
- VALVE FLOW
- VALVE SIZE

## VALVE SCHEDULE

| NUMBER | MODEL | SIZE | TYPE | GPM | PSI | PRECIP |
|---|---|---|---|---|---|---|
| 1 | HUNTER ICZ-101 | 1" | AREA FOR DRIPLINE | 7.94 | 33.1 | 1.44 in/h |
| 2 | HUNTER ICZ-101 | 1" | AREA FOR DRIPLINE | 14.45 | 35.0 | 1.44 in/h |
| 3 | HUNTER ICZ-101 | 1" | AREA FOR DRIPLINE | 12.35 | 33.1 | 1.44 in/h |
| 4 | HUNTER ICZ-101 | 1" | AREA FOR DRIPLINE | 5.96 | 32.6 | 1.44 in/h |
| 5 | HUNTER ICZ-101 | 1" | AREA FOR DRIPLINE | 8.7 | 33.5 | 1.44 in/h |

PERMIT DOCUMENTS

bortak.design
Irrigation | Landscape Architecture
1 SE Osceola Boulevard | Stuart, FL 34994
(407) 304-9312 | www.bortak.design

REGISTRATION
MARC STEFAN BORTAK, RLA, CPIC, CID
LA 6667430
Marc Stefan Bortak

PROJECT INFORMATION

# COFFEE RUSH: STUART LANDINGS
3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

PROJECT NUMBER
2024-024-002

CLIENT PROJECT NUMBER
N/A

VERIFY SCALES
1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

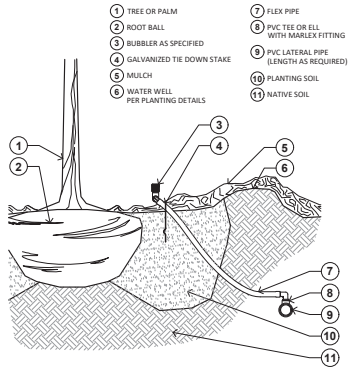
REVISIONS
1 2025-05-28 CITY COMMENTS
2 2025-09-08 CITY COMMENTS

DATE OF ISSUE
9/10/2025

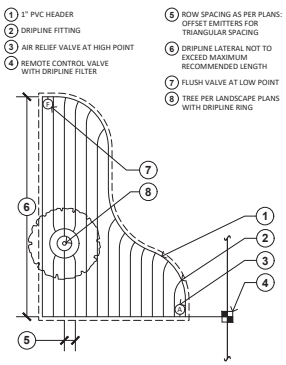
DRAWING TITLE
IRRIGATION PLANS

DRAWING NUMBER
L3.01

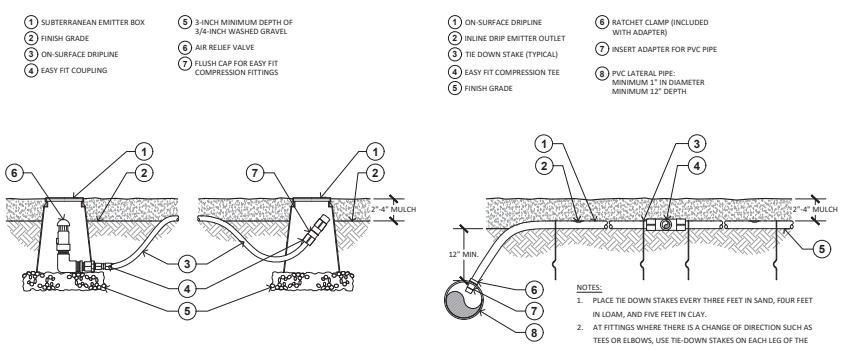
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## 1 TREE BUBBLER

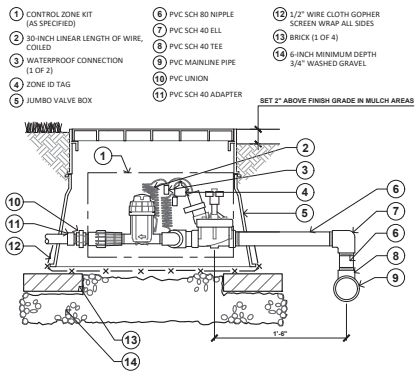



## 2 TYPICAL DRIPLINE LAYOUT

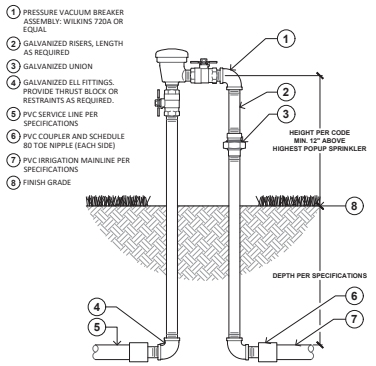



## 3 AIR RELIEF AND FLUSH VALVE

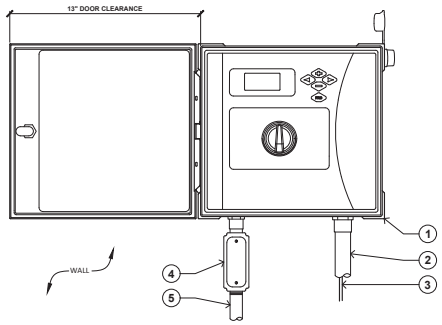
## 4 TYPICAL DRIPLINE AND HEADER



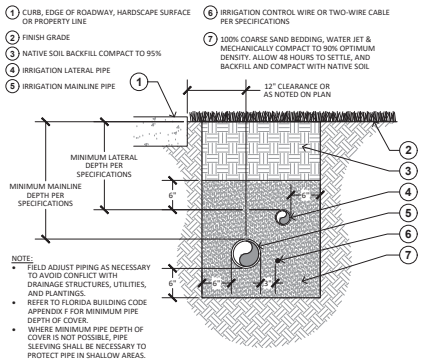

## 5 CONTROL ZONE KIT WITH BASKET FILTER



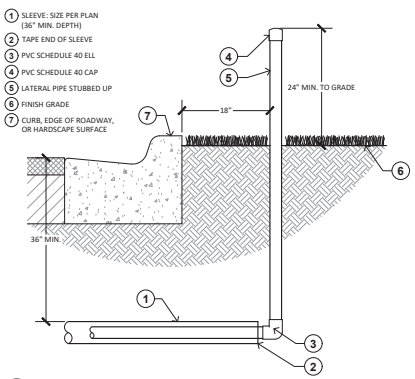

## 6 PRESSURE VACUUM BREAKER ASSEMBLY




## 7 MODULAR WALL MOUNT CONTROLLER WITH WEATHER SENSOR




## 8 MAINLINE AND LATERAL TRENCH




## 9 PIPE SLEEVING

PERMIT DOCUMENTS

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REGISTRATION

MARC STEFAN BORTAK, RLA, CPIC, CID
as the date adjacent to his seal

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

REGISTERED LANDSCAPE ARCHITECT MARC STEFAN BORTAK LA 6667430 STATE OF FLORIDA

Marc Stefan Bortak

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DRAWING TITLE
IRRIGATION DETAILS

DRAWING NUMBER
L3.02

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Folder Path: C:\Data\Projects\2024\2024-024-002_Coffee Rush-Stuart Landings Filename: 2024-024-002_Irrigation-Pan.dwg

# IRRIGATION SPECIFICATIONS

1. GENERAL
1.1. THE SYSTEM HAS BEEN DESIGNED TO CONFORM WITH THE REQUIREMENTS OF ALL APPLICABLE CODES. SHOULD ANY CONFLICT EXIST, THE REQUIREMENTS OF THE CODES SHALL PREVAIL. IT IS THE RESPONSIBILITY OF THE OWNER/INSTALLATION CONTRACTOR TO INSURE THE ENTIRE SYSTEM IS INSTALLED ACCORDING TO ALL APPLICABLE LAWS, RULES, REGULATIONS AND CONVENTIONS. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS ACCORDING TO FEDERAL, STATE AND LOCAL LAWS.
1.2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
1.3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
1.4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND VERIFY PROPER CLEARANCE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
1.5. THE CONTRACTOR MUST SUBMIT FOR APPROVAL, PRIOR TO INSTALLATION, COPIES OF THE MANUFACTURER'S CUT SHEETS/SPECIFICATIONS FOR ALL COMPONENTS TO BE USED IN THE IRRIGATION SYSTEM.
1.6. THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. THE CERTIFICATION SHALL BE CURRENT AND IN GOOD STANDING.

2. SCOPE OF WORK
2.1. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF FURNISHING ALL COMPONENTS NECESSARY FOR THE INSTALLATION, TESTING, AND DELIVERY OF A COMPLETE, FULLY FUNCTIONAL AUTOMATIC LANDSCAPE IRRIGATION SYSTEM THAT COMPLETELY COMPLIES WITH THE 100% IRRIGATION PLANS, SPECIFICATIONS, NOTES, DETAILS AND ALL APPLICABLE LAWS, REGULATIONS, CODES AND ORDINANCES. THIS WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE PROVIDING OF ALL REQUIRED MATERIAL (PIPE, VALVES, FITTINGS, CONTROLLERS, WIRE, PRIMER, GLUE, ETC.), LAYOUT, PROTECTION OF THE PUBLIC, EXCAVATION, ASSEMBLY, INSTALLATION, BACK FILLING, COMPACTING, REPAIR OF ROAD SURFACES, CONTROLLER AND LOW VOLTAGE FEEDS TO VALVES, CLEANUP, MAINTENANCE, GUARANTEE AND AS-BUILT PLANS.
2.2. ALL IRRIGATED AREAS SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR AS SHOWN. THE RAIN SENSOR SHALL BE INSTALLED TO PREVENT ITS ACTIVATION BY ADJACENT HEADS. ALL WATERING PROCEDURES SHALL CONFORM TO LOCAL CODES, AS WELL AS THIS PROJECT'S REGIONAL WATER MANAGEMENT DISTRICT RESTRICTIONS AND REGULATIONS. ZONES ARE PRIORITIZED FIRST BY PUBLIC SAFETY AND THEN BY HYDRAULIC CONCERNS. THIS SEQUENCING WILL BE A MANDATORY PUNCH LIST ITEM. THESE PLANS HAVE BEEN DESIGNED TO SATISFY/EXCEED THE FLORIDA BUILDING CODE (FBC) APPENDIX F AND THE FLORIDA IRRIGATION SOCIETY STANDARDS AND SPECIFICATIONS FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS, FOURTH EDITION.
2.3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES 72 HOURS PRIOR TO COMMENCEMENT OF WORK.
2.4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTION, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER' AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
2.5. IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING SITE ITEMS DAMAGED BY THEIR WORK. IRRIGATION CONTRACTOR SHALL COORDINATE THEIR WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
2.6. THE CONTRACTOR SHALL TAKE IMMEDIATE STEPS TO REPAIR, REPLACE, OR RESTORE ALL SERVICES TO ANY UTILITIES WHICH ARE DISRUPTED DUE TO THEIR OPERATIONS. ALL COSTS INVOLVED IN DISRUPTION OF SERVICE AND REPAIRS DUE TO NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

3. SUBMITTALS
3.1. NO SUBSTITUTIONS OR DEVIATIONS FROM THE SPECIFIED BRANDS, MODELS, OR SIZES SHALL BE PERMITTED, EXCEPT WITH WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OF RECORD.
3.2. ANY MAJOR DESIGN CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO CONSTRUCTION; CONTRACTOR PROCEEDS WITH CHANGES AT OWN RISK. DESIGN CHANGES, SUBSTITUTIONS, OR DEVIATIONS NOT APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD WILL RESULT IN REJECTION AND REPLACEMENT OF MATERIALS AT NO ADDITIONAL COST TO THE OWNER.

4. POST CONSTRUCTION DOCUMENTATION
4.1. DOCUMENTATION:
4.1.1. PROVIDE THE MANUFACTURERS' RECOMMENDED OPERATING INSTRUCTIONS FOR ALL MAJOR COMPONENTS INCORPORATED INTO THE IRRIGATION SYSTEM.
4.1.2. PROVIDE SYSTEM OPERATION MANUALS, MAINTENANCE SCHEDULES, RECOMMENDED SCHEDULE OF OPERATION INCLUDED AVERAGE APPLICATION RATES WITH SEASONAL ADJUSTMENTS FOR EACH ZONE.
4.1.3. PROVIDE ALL REQUIRED TESTING AND INSPECTION CERTIFICATES TO THE OWNER OR OWNER'S REPRESENTATIVE
4.2. AS-BUILT DRAWINGS: PROVIDE RECORD DRAWINGS AND PLANS SHOWING ALL CHANGES IN THE DESIGN TO INDICATE THE ACTUAL INSTALLATION AND LOCATION OF ALL EQUIPMENT AND MATERIALS.
4.3. CONTRACTOR SHALL FURNISH FIVE EXTRA UNITS OF EACH TYPE OF POPUP SPRAY AND EMITTER THAT MATCH PRODUCTS INSTALLED AND THAT ARE PACKAGED WITH PROTECTIVE COVERING FOR STORAGE AND IDENTIFIED WITH LABELS DESCRIBING CONTENTS. INCLUDE TOOLS TO SERVICE THESE PRODUCTS.

5. FINAL ACCEPTANCE
5.1. FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED.
5.1.1. FINAL WALK-THRU AND CORRECTION OF ALL PUNCH LIST ITEMS.
5.1.2. COMPLETION AND ACCEPTANCE OF AS-BUILT RECORD DRAWINGS.
5.1.3. TURNOVER OF ALL REQUIRED PARTS AND TOOLS AS OUTLINED IN THE PROJECT SPECIFICATIONS.

6. GUARANTEE
6.1. FULLY WARRANT THE LANDSCAPE IRRIGATION SYSTEM FOR A PERIOD OF ONE (1) YEAR AFTER THE WRITTEN FINAL ACCEPTANCE.
6.2. DURING THE WARRANTY PERIOD, ENFORCE MANUFACTURER'S AND SUPPLIER'S WARRANTIES. MALFUNCTIONS, DEFICIENCIES, BREAKS, DAMAGES, DISREPAIR OR OTHER DISORDERS DUE TO MATERIALS, WORKMANSHIP, OR INSTALLATION BY THE CONTRACTOR AND HIS SUPPLIERS SHALL BE IMMEDIATELY AND PROPERLY CORRECTED.
6.3. REPAIR DAMAGES PROMPTLY WHICH ARE CAUSED BY SYSTEM MALFUNCTION.

7. POINT OF CONNECTION (P.O.C.)
7.1. THE POC IS A PROPOSED 1" POTABLE WATER METER WITH A 1" SERVICE UTILIZING AN EXISTING POTABLE WATER MAIN. THE POC SHALL BE CAPABLE OF SUPPLYING A MINIMUM OF 16 GPM AT 60 PSI. CONTRACTOR SHALL VERIFY THESE MINIMUM CONDITIONS CAN BE MET PRIOR TO BEGINNING IRRIGATION SYSTEM INSTALLATION.
7.2. IF THE CONDITIONS CAN NOT BE MET, THE CONTRACTOR MUST NOTIFY THE DESIGNER PRIOR TO PROCEEDING WITH THE WORK. IF THE CONTRACTOR DOES NOT DO SO, THE CONTRACTOR PROCEEDS AT THEIR OWN RISK AND BECOMES RESPONSIBLE FOR ANY FUTURE WORK REQUIRED TO MAKE THE SYSTEM PERFORM AS REQUIRED.

8. PIPING
8.1. MAINLINE PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
8.2. LATERAL PIPE: PVC CLASS 200 SDR 21, NON-GASKETED, SOLVENT WELD, WITH SCHEDULE 40 PVC FITTINGS.
8.3. THREADED PIPE: PVC SCHEDULE 80.
8.4. PIPE LOCATIONS SHOWN ON THE PLAN ARE SCHEMATIC AND SHALL BE ADJUSTED IN THE FIELD. WHEN LAYING OUT MAINLINES PLACE A MAXIMUM OF 12" AWAY FROM EITHER THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR OTHER HARDSCAPE TO ALLOW FOR EASE IN LOCATING AND PROTECTION FROM PHYSICAL DAMAGE. INSTALL ALL LATERAL PIPE NEAR EDGES OF PAVEMENT OR AGAINST BUILDINGS WHENEVER POSSIBLE TO ALLOW SPACE FOR PLANT ROOT BALLS. ALWAYS INSTALL PIPING INSIDE PROJECT PROPERTY BOUNDARY.
8.5. PIPES SHALL ALWAYS BE PLACED IN PLANTING BEDS. IF IT IS NECESSARY TO HAVE PIPING UNDER HARDSCAPES, SUCH AS ROADS, WALKS, AND PATIOS, THE PIPES MUST BE SLEEVED USING SCH 40 PVC WITH THE SLEEVE DIAMETER BEING TWICE THE SIZE OF THE PIPE IT IS CARRYING WITH A MINIMUM SLEEVE SIZE OF 2".
8.6. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
8.7. CONTRACTOR TO ENSURE ALL MAINLINE PIPING IS PROPERLY RESTRAINED USING MECHANICAL JOINT FITTINGS, RESTRAINING COLLARS, THREADED RODS, THRUST BLOCKS, ETC., AS AND WHERE REQUIRED. CONTRACTOR SHALL REFER TO PIPE MANUFACTURER'S RECOMMENDED INSTALLATION PRACTICES FOR FURTHER DIRECTION.
8.8. PVC PIPE JOINT COMPOUND AND PRIMER: SLOW-DRYING, HEAVY DUTY CEMENT AND TINTED (PURPLE) PRIMER THAT IS COMPATIBLE WITH THE CEMENT. THE PVC CEMENT SHALL BE WELD-ON 2711 GREY AND THE PRIMER SHALL BE WELD-ON P70 PURPLE PRIMER, OR APPROVED EQUALS.
8.9. MAIN LINE PIPE DEPTH MEASURED TO THE TOP OF PIPE SHALL BE 18" MINIMUM, 36" MINIMUM AT VEHICULAR CROSSINGS.
8.10. LATERAL LINE DEPTHS MEASURED TO TOP OF PIPE SHALL BE 12" MINIMUM, 30" MINIMUM AT VEHICULAR CROSSINGS.

9. LAYOUT
9.1. LAY OUT IRRIGATION SYSTEM MAINLINES AND LATERAL LINES. MAKE THE NECESSARY ADJUSTMENTS AS REQUIRED TO TAKE INTO ACCOUNT ALL SITE OBSTRUCTIONS AND LIMITATIONS PRIOR TO EXCAVATING TRENCHES.
9.2. STAKE ALL SPRINKLER HEAD LOCATIONS. ADJUST LOCATION AND MAKE THE NECESSARY MODIFICATIONS TO NOZZLE TYPES, ETC. REQUIRED TO INSURE 100% HEAD TO HEAD COVERAGE.
9.3. SPRAY HEADS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS AND 12" FROM UNCURBED ROADWAYS AND BUILDING FOUNDATIONS. ROTORS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS, 12" FROM BUILDING FOUNDATIONS, AND 36" FROM UNCURBED ROADWAYS.
9.4. SHRUB HEADS SHALL BE INSTALLED ON 3/4" SCH 40 PVC RISERS. THE RISERS SHALL BE SET AT A MINIMUM OF 18" OFF SIDEWALKS, ROADWAY CURBING, BUILDING FOUNDATIONS, AND/OR ANY OTHER HARDSCAPED AREAS. SHRUB HEADS SHALL BE INSTALLED TO A STANDARD HEIGHT OF 4" BELOW MAINTAINED HEIGHT OF PLANTS AND SHALL BE INSTALLED WITHIN PLANTED MASSES TO BE LESS VISIBLE AND OFFER PROTECTION. PAINT ALL SHRUB RISERS WITH FLAT BLACK OR FOREST GREEN PAINT, UNLESS IRRIGATION SYSTEM WILL BE INSTALLED FROM A REUSE WATER SYSTEM WITH PURPLE PVC RISERS.
9.5. LOCATE VALVES PRIOR TO EXCAVATION. INSURE THAT THEIR LOCATION PROVIDES FOR EASY ACCESS AND THAT THERE IS NO INTERFERENCE WITH PHYSICAL STRUCTURES, PLANTS, TREES, POLES, ETC. VALVE BOXES MUST BE PLACED A MINIMUM OF 12" AND A MAXIMUM OF 15" FROM THE EDGE OF PAVEMENT, CURBS, ETC., AND THE TOP OF THE BOX MUST BE 2" ABOVE FINISH GRADE. NO VALVE BOXES SHALL BE INSTALLED IN TURF AREAS WITHOUT APPROVAL BY THE IRRIGATION DESIGNER; ONLY IN SHRUB BEDS. NEVER INSTALL VALVE BOXES WITHIN A SPORTS FIELD OR DESIGNATED PLAY AREA.

10. ELECTRICAL POWER SUPPLY
10.1. ELECTRICAL SUPPLY FOR THE CONTROLLER SHALL TO BE PROVIDED BY THE IRRIGATION CONTRACTOR. CONTRACTOR TO COORDINATE WITH LOCAL UTILITIES FOR THE INSTALLATION OF AND CONNECTION TO AVAILABLE SITE POWER SUPPLY FOR REQUIRED ELECTRICAL COMPONENTS AS SET FORTH IN THE 100% IRRIGATION PLANS.
10.2. ALL ELECTRICAL INSTALLATION TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ANY AND ALL OTHER APPLICABLE ELECTRICAL CODES, LAWS AND REGULATIONS. A LICENSED ELECTRICIAN SHALL PERFORM ALL ELECTRICAL HOOK-UPS. POWER FOR THE CONTROLLER SHALL BE 120 VOLT, 20 AMP.

11. CONTROL WIRING
11.1. IRRIGATION CONTROL WIRE SHALL BE THERMOPLASTIC SOLID COPPER, SINGLE CONDUCTOR, LOW VOLTAGE IRRIGATION CONTROLLER WIRE SUITABLE FOR DIRECT BURIAL AND CONTINUOUS OPERATION AT RATED VOLTAGES.
11.2. TAPE AND BUNDLE CONTROL WIRES EVERY 10' AND RUN ADJACENT TO THE MAINLINE. AT ALL TURNS IN DIRECTION MAKE A 2' COIL OF WIRE. AT ALL VALVE BOXES COIL WIRE AROUND A 3/4" PIECE OF PVC PIPE TO MAKE A COIL USING 30 LINEAR INCHES OF WIRE. MAKE ELECTRICAL CONNECTIONS WITH 3M-DBY,DBR CONNECTORS.
11.3. NUMBER ALL WIRES USING AN ELECTRICAL BOOK OF NUMBERS ACCORDING TO THE PLANS. NUMBER WIRES IN ALL VALVE BOXES, JUNCTION BOXES AND AT THE CONTROLLER.
11.4. WIRE SIZED, NUMBERED AND COLORED AS FOLLOWS:
#14 WHITE FOR COMMON
#14 SPARE BLACK COMMON
#14 RED FOR HOT WIRES
#14 SPARE YELLOW HOT WIRE

12. CONTROLLER GROUNDING
12.1. CONTRACTOR TO UTILIZE 4"X8'X5/8" COPPER GROUNDING PLATES, 5/8"X10' COPPER CLAD GROUNDING RODS, 'ONE STRIKE' CAD WELLS AT ALL CONNECTION POINTS, #6 BARE COPPER WIRE, AND EARTH CONTACT MATERIAL. INSTALL THESE AND OTHER REQUIRED COMPONENTS AS OUTLINED IN THE DETAIL. CONTRACTOR TO VERIFY THAT THE EARTH TO GROUND RESISTANCE DOES NOT EXCEED 10 OHMS. CONTRACTOR SHALL PROVIDE A WRITTEN CERTIFICATION ON A LICENSED ELECTRICAL CONTRACTORS LETTER HEAD SHOWING THE DATE OF THE TEST, CONTROLLER LOCATION, AND TEST RESULTS. EACH CONTROLLER SHALL BE SO GROUNDED AND TESTED.

13. VALVES
13.1. SEQUENCE ALL VALVES SO THAT THE FARTHEST VALVE FROM THE P.O.C. OPERATES FIRST AND THE CLOSEST TO THE P.O.C. OPERATES LAST. THE CLOSEST VALVE TO THE P.O.C. SHOULD BE THE LAST VALVE IN THE PROGRAMMED SEQUENCE.
13.2. ADJUST THE FLOW CONTROL ON EACH RCV TO ENSURE SHUT OFF IN 10 SECONDS AFTER DEACTIVATION BY THE IRRIGATION CONTROLLER.
13.3. USING 3" HIGH NUMBER STENCILS, PAINT THE VALVE NUMBER IN WHITE ON THE LID OF EACH VALVE BOX.

14. EQUIPMENT
14.1. BUBBLERS SHALL BE INSTALLED USING SCH 80 NIPPLES AND SHALL BE PLACED AT THE BASE OF TREES FOR LOW LEVEL WATERING.
14.2. ALL POP-UP HEADS AND SHRUB RISERS SHALL BE PRESSURE COMPENSATING. ALL POP-UP HEADS SHALL BE MOUNTED ON FLEX-TYPE SWING JOINTS.
14.3. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS, AND IN ACCORDANCE WITH LOCAL AND STATE LAWS.

15. TRENCHING
15.1. EXCAVATE STRAIGHT AND VERTICAL TRENCHES WITH SMOOTH, FLAT OR SLOPING BOTTOMS. TRENCH WIDTH AND DEPTH SHOULD BE SUFFICIENT TO ALLOW FOR THE PROPER VERTICAL AND HORIZONTAL SEPARATION BETWEEN PIPING AS SHOWN IN THE PIPE INSTALLATION DETAIL ON THE DETAIL SHEET.
15.2. PROTECT EXISTING LANDSCAPED AREAS. REMOVE AND REPLANT ANY DAMAGED PLANT MATERIAL UPON JOB COMPLETION. THE REPLACEMENT MATERIAL SHALL BE THE SAME GENUS, SPECIES, AND SIZE OF THE MATERIAL IT IS REPLACING. THE FINAL DETERMINATION AS TO WHAT NEEDS TO BE REPLACED AND THE ACCEPTABILITY OF THE REPLACEMENT MATERIAL SHALL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.

16. INSTALLATION
16.1. CUT ALL PIPE SQUARE AND DEBURR. CLEAN PIPE AND FITTINGS OF FOREIGN MATERIAL, THEN APPLY A SMALL AMOUNT OF PRIMER WHILE ENSURING THAT ANY EXCESS IS WIPED OFF IMMEDIATELY. PRIMER SHOULD NOT PUDDLE OR DRIP FROM PIPE OR FITTINGS. NEXT APPLY A THIN COAT OF PVC CEMENT. FIRST APPLY A THIN LAYER TO THE PIPE, THEN A THIN LAYER INSIDE THE FITTING, AND FINALLY ANOTHER VERY THIN LAYER ON THE PIPE. INSERT THE PIPE INTO THE FITTING. INSURE THAT THE PIPE IS INSERTED TO THE BOTTOM OF THE FITTING, THEN TURN THE PIPE A 1/4 TURN AND HOLD FOR 10 SECONDS. MAKE SURE THAT THE PIPE DOESN'T RECEDE FROM THE FITTING. IF THE PIPE ISN'T AT THE BOTTOM OF THE FITTING UPON COMPLETION, THE GLUE JOINT IS UNACCEPTABLE AND MUST BE DISCARDED.
16.2. PIPES MUST CURE A MINIMUM OF 30 MINUTES PRIOR TO HANDLING AND PLACING INTO TRENCHES. A LONGER CURING TIME MAY BE REQUIRED; REFER TO THE MANUFACTURER'S SPECIFICATIONS. THE PIPE MUST CURE A MINIMUM OF 24 HOURS PRIOR TO FILLING WITH WATER.

17. BACKFILLING
17.1. THE BACKFILL 6" BELOW AND 6" ABOVE ALL PIPING SHALL BE CLEAN SAND. ALL OTHER TRCNCH BACKFILL CAN BE NATIVE MATERIAL BUT SHALL NOT CONTAIN ANYTHING LARGER THAN 2" IN DIAMETER.
17.2. CONTRACTOR SHALL BACKFILL ALL PIPING, BOTH MAINLINE AND LATERALS, PRIOR TO PERFORMING ANY PRESSURE TESTS. THE PIPE SHALL BE BACKFILLED WITH THE EXCEPTION OF 2' ON EACH SIDE OF EVERY JOINT (BELL FITTINGS, 90'S, TEES, 45'S, ETC.). THESE JOINTS SHALL NOT BE BACKFILLED UNTIL ALL PIPING HAS SATISFACTORILY PASSED ITS APPROPRIATE PRESSURE TEST AS OUTLINED BELOW.

18. TESTING & FLUSHING
18.1. LEAKAGE TESTING
18.1.1. REMOVE ALL REMOTE CONTROL VALVES AND CAP USING A THREADED CAP. FILL MAINLINE WITH WATER AND PRESSURIZE THE SYSTEM TO 100 PSI. MONITOR THE SYSTEM PRESSURE AT TWO GAUGE LOCATIONS; THE GAUGE LOCATIONS MUST BE AT OPPOSITE ENDS OF THE MAINLINE. WITH THE SAME RESPECTIVE PRESSURES, MONITOR THE GAUGES FOR TWO HOURS.
18.1.2. PVC SOLVENT-WELD PIPE CONNECTIONS SHALL HAVE NO LEAKAGE. GASKETED PIPING SHALL LOSE NO MORE WATER THAN ALLOWED PER THE FLORIDA STATE BUILDING CODE, VOLUME II PLUMBING, PART VI, APPENDIX 'F'. REFER TO THIS SECTION FOR THE FORMULA TO BE USED TO CALCULATE THE MAXIMUM ALLOWABLE WATER LOSS DURING THE TESTING TIME.
18.1.3. REPAIR ALL LEAKS AND RETEST MAINLINE PIPING UNTIL THE TEST IS SUCCESSFUL.
18.1.4. LATERAL PIPE MUST BE FILLED AND VISUALLY CHECKED FOR LEAKS. ANY LEAKS DETECTED MUST BE REPAIRED. NO PRESSURE TEST OF THE LATERAL LINES IS REQUIRED.
18.2. FLUSHING:
18.2.1. PRIOR TO THE PLACEMENT OF HEADS, FLUSH ALL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE COMPLETELY CLEAN OF DEBRIS, WHICHEVER IS LONGER.
18.2.2. USE SCREENS IN HEADS AND ADJUST HEADS FOR PROPER COVERAGE AVOIDING EXCESS WATER ON WALLS, WALKS AND PAVING.
18.3. OPERATIONAL TESTING:
18.3.1. UPON COMPLETION OF BACKFILLING, FINISH GRADING AND CONTOURING, TEST THE ENTIRE SYSTEM FOR PROPER OPERATION, INCLUDING ELECTRICALLY ACTUATING THE REMOTE CONTROL VALVES. RUN EACH ZONE UNTIL WATER BEGINS TO PUDDLE OR RUN OFF. THIS WILL ALLOW DETERMINATION OF THE NUMBER OF IRRIGATION START TIMES NECESSARY TO MEET THE WEEKLY EVAPOTRANSPIRATION REQUIREMENTS OF THE PLANTING MATERIAL IN EACH ZONE. IN SANDY SOILS NO PUDDLING WILL OCCUR. IN THESE CASES, CALCULATE THE REQUIRED RUN TIMES.
18.3.2. ONCE THE MAINLINE AND LATERAL LINES HAVE PASSED THEIR RESPECTIVE TESTS AND THE SYSTEM IS COMPLETELY OPERATIONAL, A COVERAGE TEST AND DEMONSTRATION OF THE SYSTEM IS REQUIRED. THE IRRIGATION CONTRACTOR MUST DEMONSTRATE TO THE OWNER OR HIS/HER REPRESENTATIVE THAT PROPER COVERAGE IS OBTAINED AND THAT THE SYSTEM WORKS AUTOMATICALLY FROM THE CONTROLLER. THIS DEMONSTRATION REQUIRES THAT EACH ZONE BE TURNED ON IN THE PROPER SEQUENCE AS SHOWN ON THE PLANS FROM THE CONTROLLER. EACH ZONE WILL BE INSPECTED FOR PROPER COVERAGE AND FUNCTION. THE DETERMINATION OF PROPER COVERAGE AND FUNCTION WILL BE SOLELY DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.

**PERMIT DOCUMENTS**

bortak.design
Irrigation | Landscape Architecture
| 56 Ocean Boulevard | Stuart, FL 34996
(407) 304-9312 | www.bortak.design

REGISTRATION
Marc Stefan Bortak, RLA, CPIC, CID
as the date adjacent to his seal

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FLORIDA LANDSCAPE ARCHITECT
MARC STEFAN BORTAK
LA 6667430
STATE OF FLORIDA

Marc Stefan Bortak
Digitally signed by Marc Stefan Bortak
Date: 2025.09.10 11:10:04 -04'00'

PROJECT INFORMATION

# COFFEE RUSH: STUART LANDINGS
3951 SE FEDERAL HIGHWAY
STUART, FLORIDA

PROJECT NUMBER
2024-024-002

CLIENT PROJECT NUMBER
N/A

VERIFY SCALES
1" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

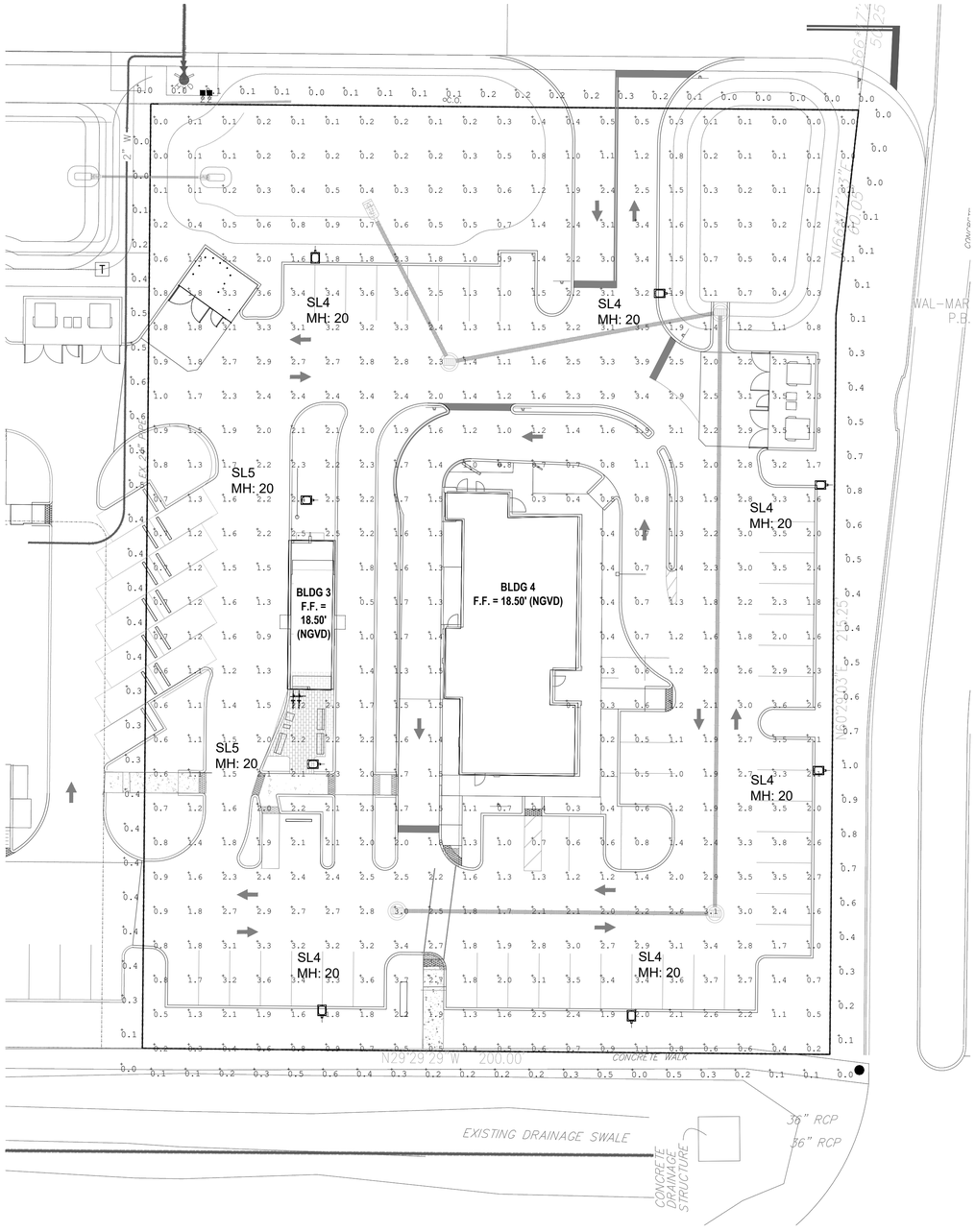
REVISIONS
1 2025-05-28 CITY COMMENTS
2 2025-09-08 CITY COMMENTS

DATE OF ISSUE
9/10/2025

DRAWING TITLE
IRRIGATION SPECIFICATIONS

DRAWING NUMBER
L3.03

Plot Date: 9/10/2025 11:10:04 AM Username: stefa Layout Name: L3.03
Folder Path: C:\Data\Projects\2024\2024-024-002_Coffee Rush-Stuart Landings Filename: 2024-024-002 Irrigation Pan.dwg




| Calculation Summary | | | | | | | |
|---|---|---|---|---|---|---|---|
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
| PROPERTY LINE | Illuminance | Fc | 0.29 | 1.0 | 0.0 | N.A. | N.A. |
| SITE | Illuminance | Fc | 1.62 | 3.9 | 0.0 | N.A. | N.A. |
| PARKING LOT | Illuminance | Fc | 2.10 | 3.9 | 0.5 | 4.20 | 7.80 |

| 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**

BEACON
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# VIPER Area/Site

VIPER LUMINAIRE

DATE: 8/18/25 | LOCATION: STUART, FL
TYPE: SL4 | PROJECT: COFFEE RUSH- STUART
CATALOG #: VP-1-160L-100-4K7-4W-UNV-A3-DBT

## 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 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, LightGRID+ and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen 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

IP65

## CONTROL TECHNOLOGY

LIGHTGRID

## SERVICE PROGRAMS

STOCK S10

## SPECIFICATIONS

CONSTRUCTION
- Die-cast 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 paint finish
- External hardware is corrosion resistant

OPTICS
- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to minimize the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION
- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASRU) or accessory for square and round poles
- All mounting hardware included
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater that 20ft, a vibration damper is recommended

ELECTRICAL
- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40˚C to 40˚C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-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 as 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 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V Dimming Drivers are standard.
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- LightGRID+ available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

| EPA | | | | |
|---|---|---|---|---|
| | VP1 (Size 1) | VP2 (Size 2) | VP3 (Size 3) | VP4 (Size 4) | Config. |
| Single Fixture | 0.454 | 0.555 | 0.655 | 0.898 | |
| Two at 180° | 0.908 | 1.110 | 1.310 | 1.396 | |
| Two at 90° | 0.583 | 0.711 | 0.857 | 0.948 | |
| Three at 90 | 1.037 | 1.266 | 1.512 | 1.646 | |
| Three at 120 | 0.943 | 1.155 | 1.392 | 1.680 | |
| Four at 90 | 1.166 | 1.422 | 1.714 | 1.896 | |

CERTIFICATIONS
- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to http://www.designlights.org for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40˚C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to https://www.currentlighting.com/resources/america-solutions).
- FCC CFR Title 47 Part 15, Class A

WARRANTY
- 5 year warranty

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# VIPER Area/Site

VIPER LUMINAIRE

DATE: 8/18/25 | LOCATION: STUART, FL
TYPE: SL4 | PROJECT: COFFEE RUSH- STUART
CATALOG #: VP-1-160L-100-4K7-4W-UNV-A3-DBT

Gray Shading = Service Program Limit of 15 luminaires S10

## MICROSTRIKE OPTICS – ORDERING GUIDE

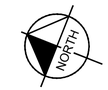
CATALOG # VP-1-160L-100-4K7-4W-UNV-A3-DBT

| VP | | 1 | 160L-100 | | 4K7 | | 4W | | UNV |
|---|---|---|---|---|---|---|---|---|---|
| Series | Optic Platform | Size | Light Engine | | CCT/CRI | | Distribution | Optic Rotation | Voltage |
| VP Viper Area | BLANK Micro Strike | 1 Size 1 | 160L-35[8] | 35W - 5,500 Lumens | AP | AP-Amber Phosphor Converted | 2 Type 2 | BLANK No Rotation | UNV 120-277V |
| | | | 160L-50[4] | 50W - 7,500 Lumens | 27K8 | 2700K, 80 CRI | 3 Type 3 | L Optic rotation left | 120 120V |
| | | | 160L-75 | 75W - 10,000 Lumens | 3K7 | 3000K, 70 CRI | 4F Type 4 Forward | R Optic rotation right | 208 208V |
| | | | 160L-100 | 100W - 12,500 Lumens | 3K8 | 3000K, 80 CRI | 4W Type 4 Wide | | 240 240V |
| | | | 160L-115 | 115W - 15,000 Lumens | 3K9 | 3000K, 90 CRI | 5QW Type 5 Square Wide | | 277 277V |
| | | | 160L-135 | 135W - 18,000 Lumens | 4K7 | 4000K, 70 CRI | | | 347 347V |
| | | | 160L-160 | 160W - 21,000 Lumens | 4K8 | 4000K, 80 CRI | | | 480 480V |
| | | 2 Size 2 | 320L-145 | 145W - 21,000 Lumens | 4K9 | 4000K, 90 CRI | | | |
| | | | 320L-170 | 170W - 24,000 Lumens | 5K7 | 5000K, 70 CRI | | | |
| | | | 320L-185 | 185W - 27,000 Lumens | 5K8 | 5000K, 80 CRI | | | |
| | | | 320L-210 | 210W - 30,000 Lumens | 35K8 | 3500K, 80 CRI | | | |
| | | | 320L-235 | 235W - 33,000 Lumens | | | | | |
| | | | 320L-255 | 255W - 36,000 Lumens | | | | | |
| | | | 320L-315[8] | 315W - 40,000 Lumens | | | | | |
| | | 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 | | | | | |
| | | 4 Size 4 | 720L-435 | 435W - 60,000 Lumens | | | | | |
| | | | 720L-475 | 475W - 65,000 Lumens | | | | | |
| | | | 720L-515 | 515W - 70,000 Lumens | | | | | |
| | | | 720L-565[8] | 565W - 75,000 Lumens | | | | | |
| | | | 720L-600[8] | 600W - 80,000 Lumens | | | | | |
| | | | CLO | Custom Lumen Output | | | | | |

| A3 | | DBT | | Options | | Network Control Options | |
|---|---|---|---|---|---|---|---|
| Mounting | | Color | | F Fusing | | NXWS-16F | NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming |
| A Arm mount for square pole/flat surface (B3 Drill Pattern) (Does not include round pole adapter) | | BLT Black Matte Textured | | 2PF Dual Power Feed | | NXWS-40F | NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming |
| A_ Arm mount for round pole | | BLS Black Gloss Smooth | | 2DR Dual Driver | | NXW | NX Networked Wireless Radio Module NXRM2 and Bluetooth Programmer without Sensor |
| ASQU Universal arm mount for square pole. Can be used with B3 or S2 Drill Pattern | | DBT Dark Bronze Matte Textured | | TE Tooless Entry | | WIR | LightGRID+ In-Fixture Module |
| A_U Universal arm mount for round pole | | DBS Dark Bronze Gloss Smooth | | BC Backlight Control | | **WIRSC-14F** | LightGRID+ Module and Occupancy Sensor 14ft Mounting height |
| AAU Adjustable arm for pole mounting (universal drill pattern) | | GTT Graphite Matte Textured | | TB Terminal Block | | **WIRSC-40F** | **LightGRID+ Module and Occupancy Sensor 40ft Mounting height** |
| AA_U Adjustable arm mount for round pole | | LGS Light Grey Gloss Smooth | | | | Smart Adaptive Controls | |
| ADU Decorative upswept Arm (universal drill pattern) | | LGT Light Grey Gloss Textured | | | | BTS-14F | Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360˚ Lens |
| AD_U Decorative upswept arm mount for round pole | | PSS Platinum Silver Smooth | | | | BTS-40F | Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360˚ Lens |
| MAF Mast arm fitter for 2-3/8" OD horizontal arm | | WHT White Matte Textured | | | | BTSO-12F | Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360˚ Lens |
| K Knuckle | | WHS White Gloss Smooth | | | | 7PR | 7-Pin Receptacle |
| T Trunnion | | VGT Verde Green Textured | | | | 7PR-SC | 7-Pin Receptacle with shorting cap |
| WB Wall Bracket, horizontal tenon with MAF | | Color Option | | | | 7PR-TL | 7-Pin PCR with NEMA photocontrol |
| WM Wall mount bracket with decorative upswept arm | | | | | | 3PR | 3-Pin Receptacle |
| WA Wall mount bracket with adjustable arm | | | | | | 3PR-SC | 3-Pin receptacle with shorting cap |
| | | | | | | 3PR-TL | 3-Pin PCR with NEMA photocontrol |
| | | | | | | Discontinued Controls | |
| | | | | | | SCP_ F | Sensor Control Programmable, 8'Por 40F |
| | | | | | | ADD | AutoDim Timer Based Dimming |
| | | | | | | ADT | AutoDim Time of Day Dimming |

1 – Items with a grey background can be done as a custom order. Contact brand representative for more information
2 – Replace "_" with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole
3 – Networked Controls cannot be combined with other control options
4 – Not available with 2PF option
5 – Not available with Dual Driver option
6 – Some voltage restrictions may apply when combined with controls
7 – Not available with 480V
8 – BC not available on 4F and type 5 distributions
9 – At least one SCPREMOTE required to program SCP motion sensor. Must select 8ft or 40ft.
10 - Please refer to page 8 for AutoDim ordering guide

TYPE SL4 & SL5
AREA LIGHTS




0 20 40
SCALE FEET

| NO. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | | – | – |

ALOHA PACIFICA LLC
LANDSCAPE ARCHITECTURE + WATER FEATURES
401-A EAST FAIRBANKS AVE. WINTER PARL, FLORIDA 32789
(407) 617-3898 OFFICE ALOHAPACIFICLLC@EMBARQMAIL.COM

FLORIDA
REGISTERED LANDSCAPE ARCHITECT
RICHARD A. LEVY
LA 0001568
STATE OF FLORIDA
9/19/25

| SCALE | AS NOTED | DESIGNED BY | ML |
|---|---|---|---|
| DRAWN BY | BW | CHECKED BY | GR |

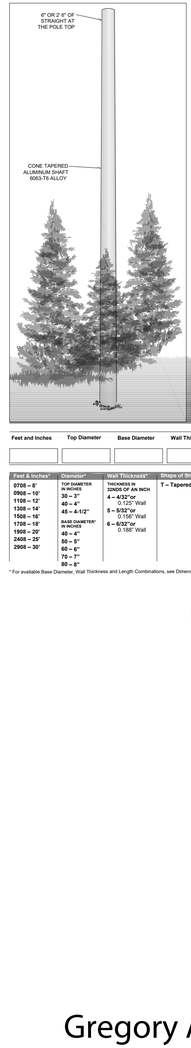
PHOTOMETRIC PLAN

COFFEE RUSH
STUART LANDINGS
STUART FLORIDA

DATE
8/19/25
PROJECT NO.
-
SHEET NUMBER
LT-1

valmont 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 slipfitter 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 | Fixture Mounting | Finishes | Options |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Feet & Inches* | Diameter* | Wall Thickness** | Shape of Shaft | Base or Mounting | Fixture Mounting | Finishes | Options |
|---|---|---|---|---|---|---|---|
| 0708 = 9'<br>0908 = 10'<br>1108 = 12'<br>1308 = 14'<br>1508 = 16'<br>1708 = 18'<br>1908 = 20'<br>2408 = 25'<br>2908 = 30' | TOP DIAMETER IN INCHES<br>30 – 3"<br>40 – 4"<br>45 – 4-1/2"<br>BASE DIAMETER* IN INCHES<br>40 – 4"<br>50 – 5"<br>60 – 6"<br>70 – 7"<br>80 – 8" | THICKNESS IN 32NDS OF AN INCH<br>4 = 4/32"or 0.125" Wall<br>5 = 5/32"or 0.156" Wall<br>6 = 6/32"or 0.188" Wall | T = Tapered Round | E – Embedded | D1 – 1@90°<br>D2 – 2@180°<br>D3 – 3@120°<br>D4 – 4@90°<br>D5 – 2@90°<br>D6 – 3@90°<br>P2 – 2 -3/8"x 4 Tenon<br>P3 – Other Tenon (Please Specify) | POLYESTER POWDER<br>DBL – Black<br>DCC – Charcoal Gray<br>DMB – Med Bronze<br>DSB – Steel Blue<br>DTO – Dark Green<br>SC – Special Color (Please Specify)<br>ANODIZED<br>204 – Clear Natural<br>312 – Med Bronze*<br>335 – Black*<br>* Duranodic Anodize<br>BRUSHED<br>SBF – Satin Brushed Finish | DBR – Bright Red<br>DOB – Dark Bronze<br>DNA – Natural Alum<br>DSS – Sandstone<br>DWH – White | See Accessory Options (Please Specify with Code #) |

* For available Base Diameter, Wall Thickness and Length Combinations, see Dimensional Load Data Table that follows.

DIRECT BURIAL
LIGHT POLE

Gregory A Reynolds
Digitally signed by Gregory A Reynolds
Date: 2025.08.19 12:27:00 -04'00'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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www.callsunshine.com

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street • Palm City • Florida • 34990
(772) 286-8030 • www.MackenzieEngineeringInc.com

January 24, 2025

Digitally signed by Shaun G MacKenzie
Date: 2025.01.24 16:11:59 -05'00'

Shaun G. MacKenzie P.E.
Florida License No. 61751

Kristopher McCrain
Principal Planner
City of Stuart Development Department
121 SW Flagler Ave
Stuart, FL 34994

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 Total | AM Peak Hour In | AM Peak Hour Out | PM Peak Hour Total | PM Peak Hour In | PM Peak Hour Out |
|---|---|---|---|---|---|---|---|---|---|
| **Existing Site Traffic** | | | | | | | | | |
| 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 |
| | AM | PM/ DAILY | | | | | | | |
| Internal Capture | | | | | | | | | |
| Strip Plaza <40K | 8.2% | 3.4% | 85 | 5 | 3 | 2 | 6 | 2 | 4 |
| Fast Food Restaurant w/ DT | 3.9% | 6.4% | 85 | 5 | 2 | 3 | 6 | 4 | 2 |
| Subtotal | | | 170 | 10 | 5 | 5 | 12 | 6 | 6 |
| Pass-By Traffic | AM | PM | | | | | | | |
| Strip Plaza <40K | 48.0% | 48.0% | 703 | 27 | 16 | 11 | 81 | 41 | 40 |
| Fast Food Restaurant w/ DT | 49.0% | 49.0% | 610 | 60 | 31 | 29 | 43 | 22 | 21 |
| Subtotal | | | 1,313 | 87 | 47 | 40 | 124 | 63 | 61 |
| ***NET EXISTING TRIPS*** | | | ***1,396*** | ***91*** | ***50*** | ***41*** | ***133*** | ***68*** | ***65*** |
| **Total Existing Driveway Volumes** | | | ***2,709*** | ***178*** | ***97*** | ***81*** | ***257*** | ***131*** | ***126*** |
| **Proposed Site Traffic** | | | | | | | | | |
| 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 |
| | AM | PM/ DAILY | | | | | | | |
| Internal Capture | | | | | | | | | |
| Strip Plaza <40K | 10.9% | 3.8% | 81 | 6 | 3 | 3 | 6 | 2 | 4 |
| Fast Food Restaurant w/ DT | 3.1% | 4.3% | 57 | 4 | 2 | 2 | 4 | 3 | 1 |
| Coffe/Donut Shop + DT + No indoor | 5.6% | 13.3% | 24 | 2 | 1 | 1 | 2 | 1 | 1 |
| Subtotal | 5.5% | 4.5% | 162 | 12 | 6 | 6 | 12 | 6 | 6 |
| Pass-By Traffic | AM | PM | | | | | | | |
| Strip Plaza <40K | 48.0% | 48.0% | 610 | 24 | 14 | 10 | 72 | 36 | 36 |
| Fast Food Restaurant w/ DT | 49.0% | 49.0% | 624 | 60 | 31 | 29 | 44 | 23 | 21 |
| Coffe/Donut Shop + DT + No indoor | 90.0% | 98.0% | 140 | 31 | 15 | 16 | 13 | 7 | 6 |
| Subtotal | | | 1,374 | 115 | 60 | 55 | 129 | 66 | 63 |
| ***NET PROPOSED TRIPS*** | | | ***1,325*** | ***91*** | ***50*** | ***41*** | ***124*** | ***63*** | ***61*** |
| **Total Proposed Driveway Volumes** | | | ***2,699*** | ***206*** | ***110*** | ***96*** | ***253*** | ***129*** | ***124*** |
| **NET CHANGE IN TRIPS (FOR THE PURPOSES OF CONCURRENCY)** | | | **(71)** | **0** | **0** | **0** | **(9)** | **(5)** | **(4)** |
| **NET CHANGE IN DRIVEWAY VOLUMES** | | | **(10)** | **28** | **13** | **15** | **(4)** | **(2)** | **(2)** |

Note: Trip generation was calculated using the following data:

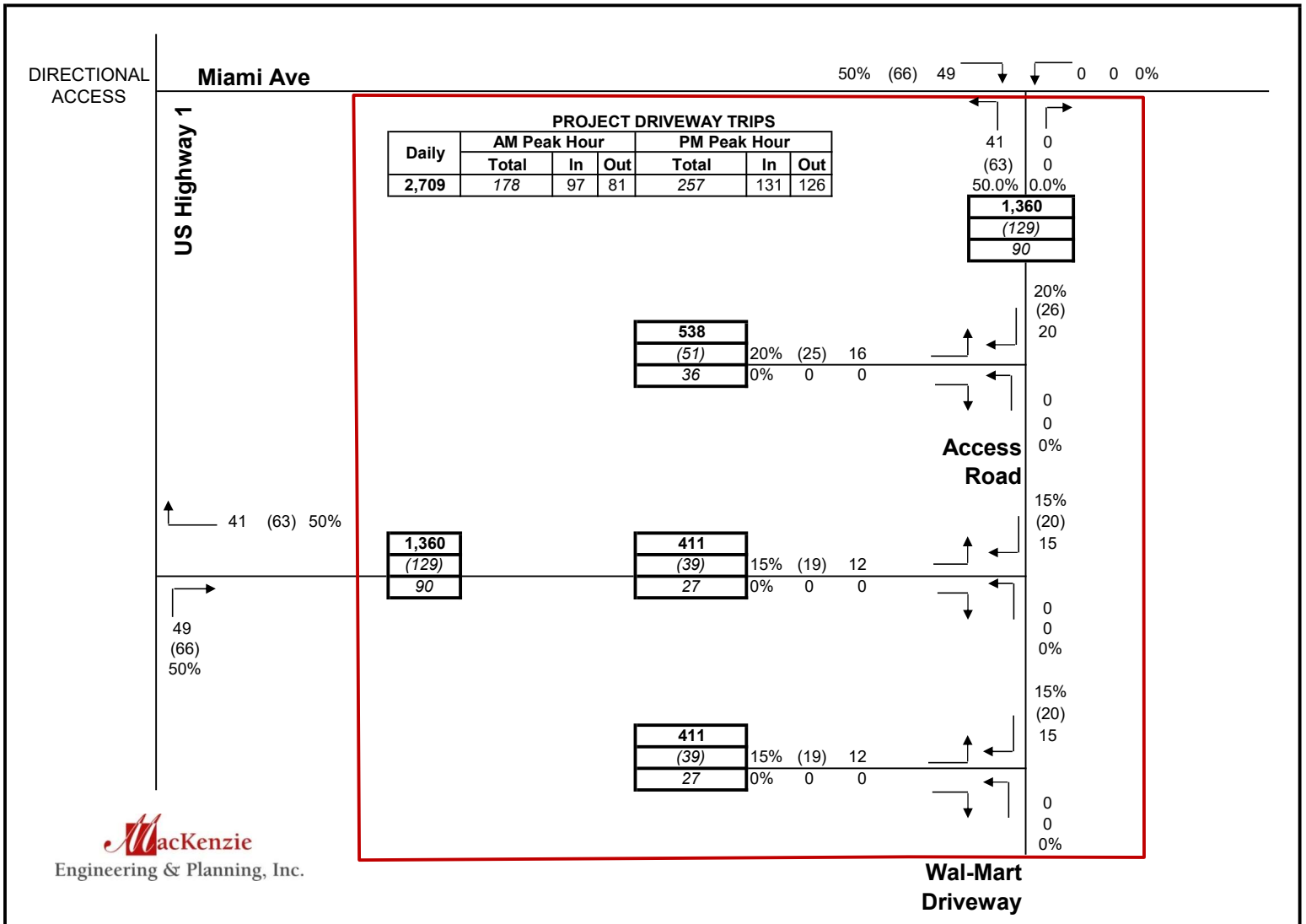
| Land Use | ITE Code | Unit | Daily Rate | Pass-by Rate | AM Peak Hour in/out | AM Peak Hour Rate | PM Peak Hour in/out | PM Peak Hour Equation |
|---|---|---|---|---|---|---|---|---|
| Strip Plaza <40K | 822 | 1000 SF | (T) = 42.2 (X) + 229.68 | 48% | 60/40 | Ln(T) = 0.66 Ln(X) + 1.84 | 50/50 | Ln(T) = 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\s\data\jobs - share drive\009 - thomas engineering group\059 - coffee rush - stuart\traffic\[coffee rush 1-22-25.xlsx]tgen (west-p)*

*ITE 11th Edition*

*Copyright © 2015, MacKenzie Engineering and Planning, Inc.*

**EXHIBIT 2**

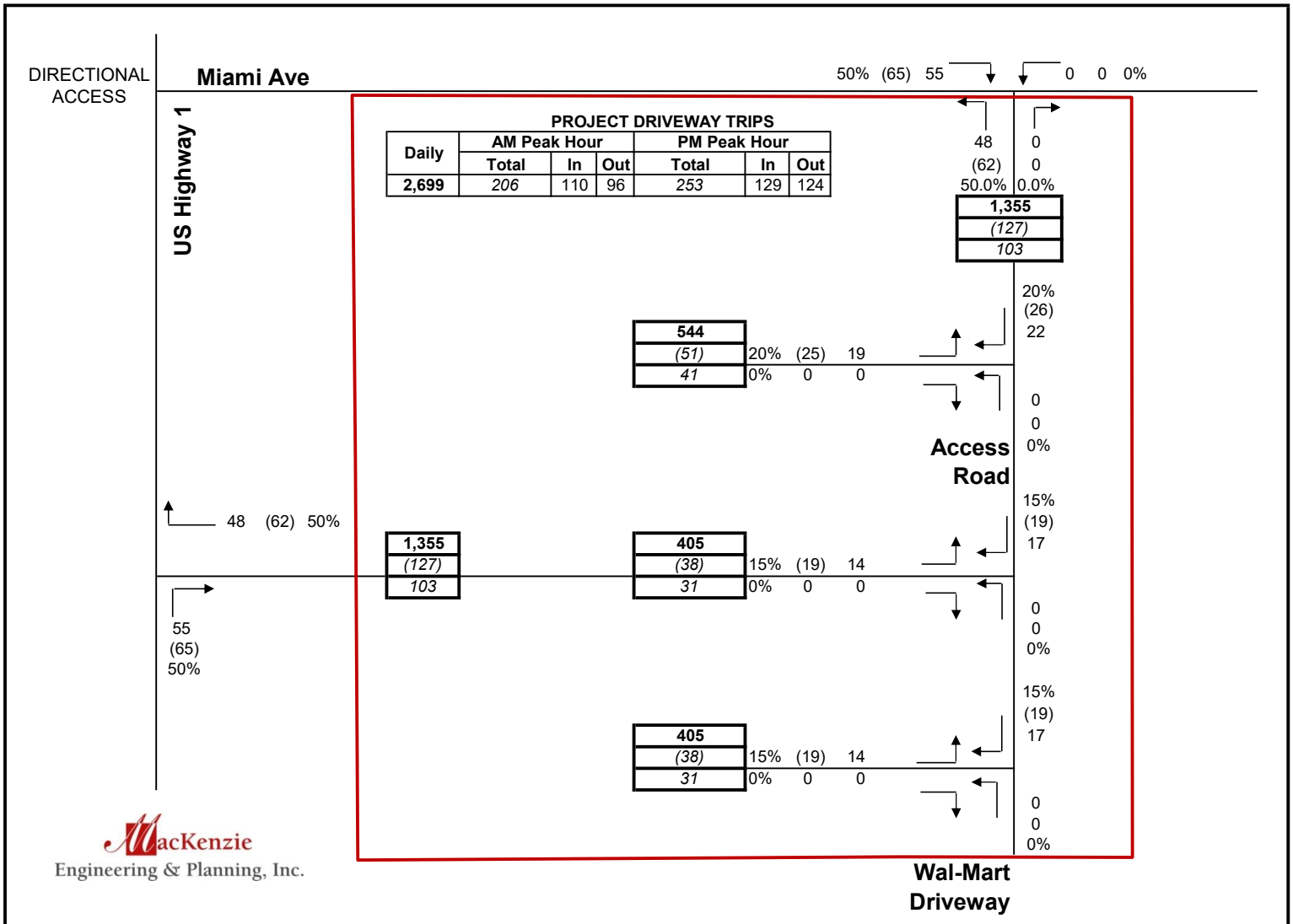



MacKenzie Engineering & Planning, Inc.

## Aldi - Stuart
## APPROVED PROJECT DRIVEWAY TRAFFIC

| | |
|---|---|
| **2709** | Total daily driveway trips |
| *(257)* | PM peak hour driveway trips |
| 178 | AM peak hour directional driveway trips |

**EXHIBIT 3**

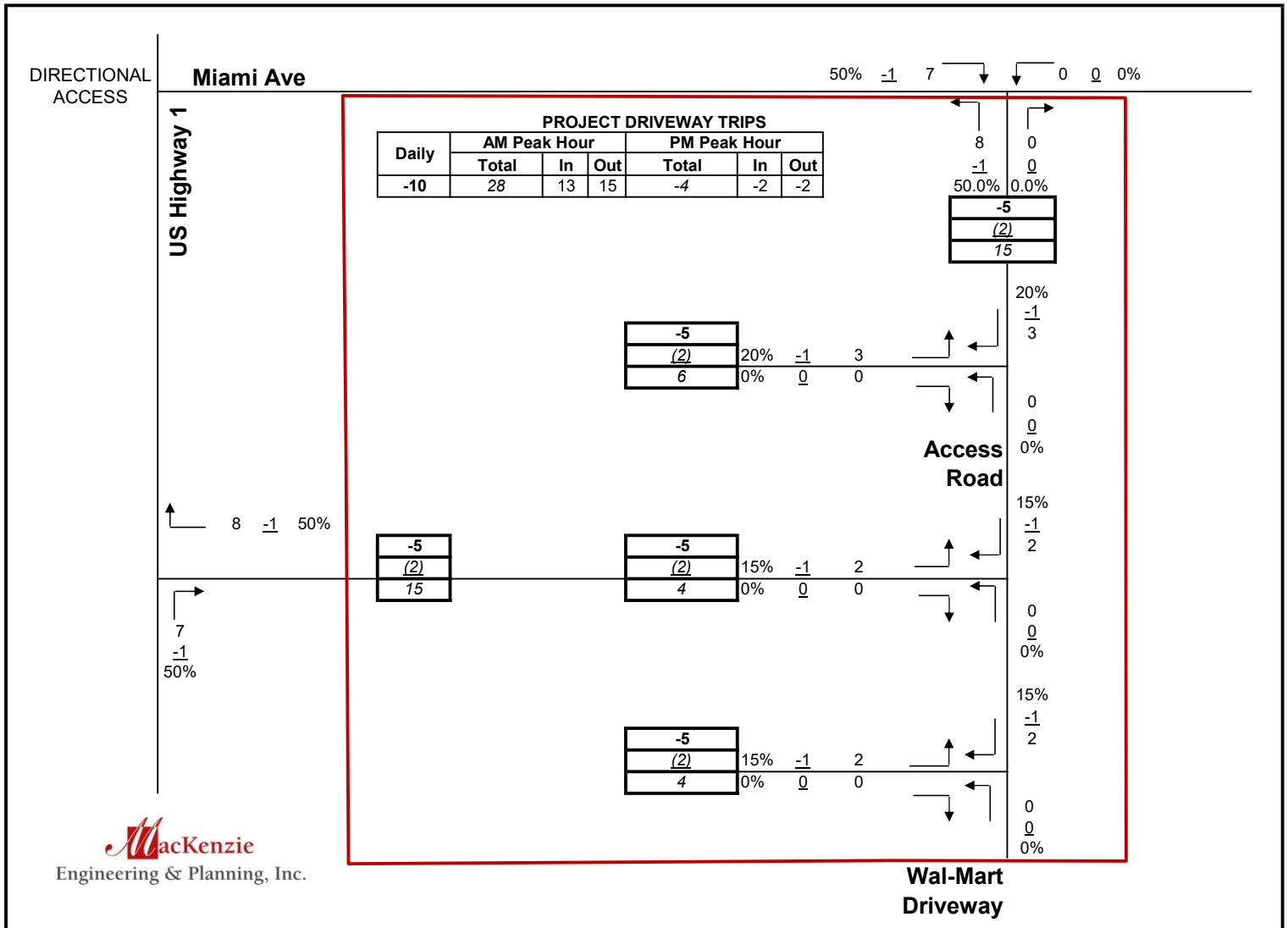



MacKenzie Engineering & Planning, Inc.

## Aldi - Stuart
## PROPOSED PROJECT DRIVEWAY TRAFFIC

| | |
|---|---|
| **2699** | Total daily driveway trips |
| *(253)* | PM peak hour driveway trips |
| 206 | AM peak hour directional driveway trips |

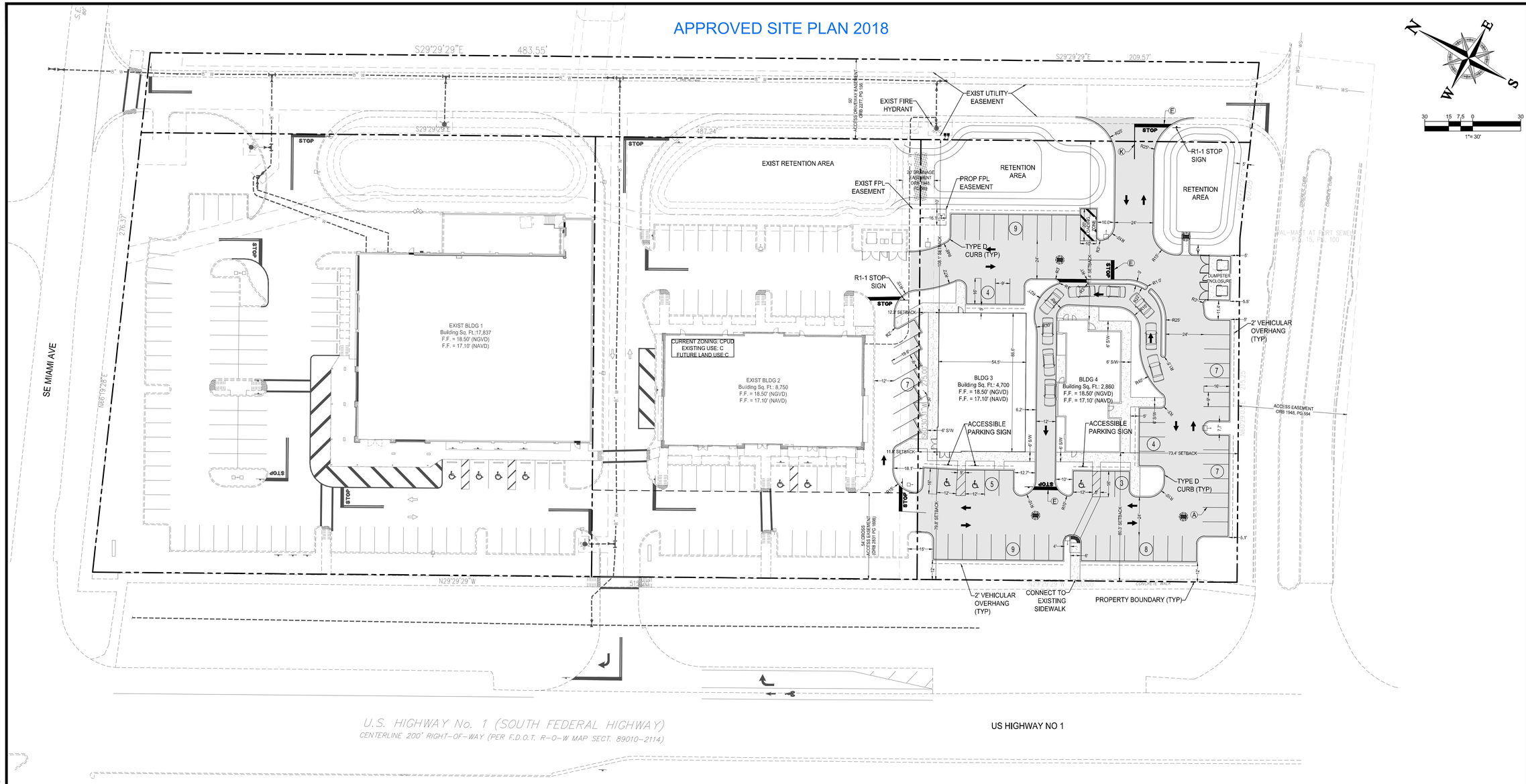
**EXHIBIT 4**




## Aldi - Stuart
## CHANGE IN PROJECT DRIVEWAY TRAFFIC

| | |
|---|---|
| -10 | Total daily driveway trips |
| -4 | PM peak hour driveway trips |
| 28 | AM peak hour directional driveway trips |

# APPROVED SITE PLAN 2018





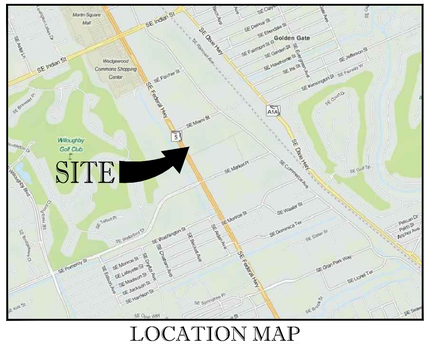


GENERAL NOTES:

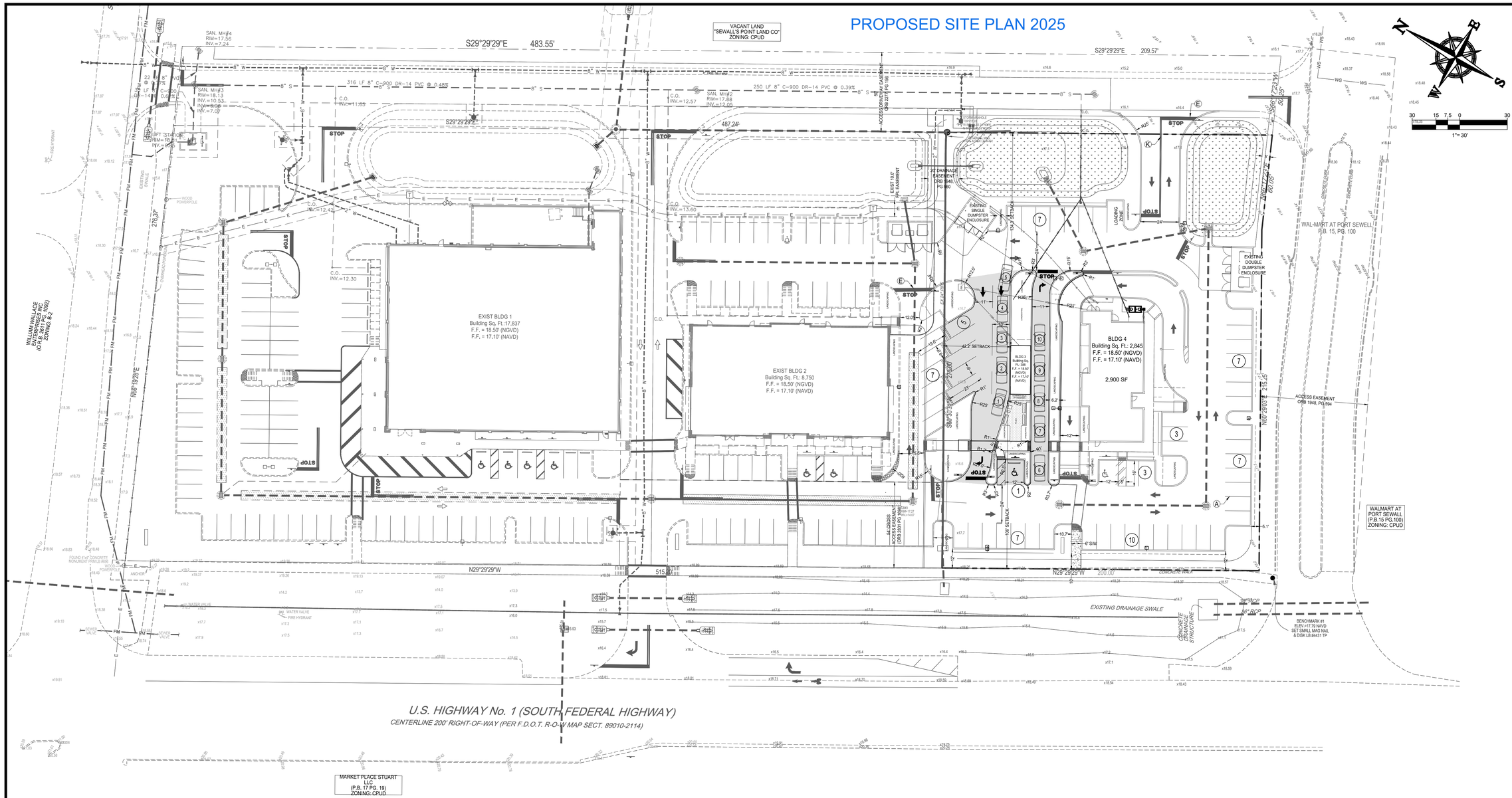
1. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL NO.T-P-13
2. ALL REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN ACCORDANCE WITH PALM BEACH COUNTY TYPICAL T-P-13
3. THERMOPLASTIC SHALL CONFORM TO THE REQUIREMENTS OF THE FLORIDA D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE SECTION 711- MINIMUM THICKNESS 90MILS (ALKYD ONLY) EXTRUDED ONLY.
4. THESE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATESTEDITION),HOWEVER,WHERECONFLICTSEXIST,TYPICALT-P-13 SHALL TAKE PRECEDENCE OVER F.D.O.T. STANDARD SPECIFICATIONS.
5. THERMOPLASTIC SHALL NOT BE INSTALLED ON ROADWAY UNTIL FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
6. ALL STOP BARS SHALL BE PLACED 4' BEHIND CROSSWALKS
7. ALL STOP BARS AND CROSSWALK STRIPING SHALL BE THERMOPLASTIC
8. 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

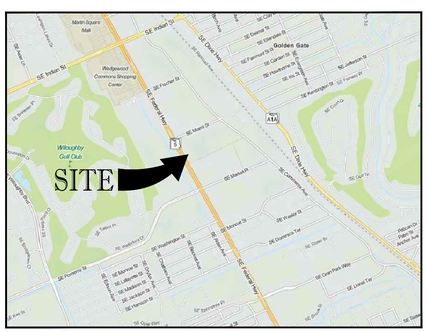

SITE
Golden Gate
Willoughby Golf Club
Wedgewood Commons Shopping Center
Martin Square Mall
SE Indian St
SE Monroe St
SE Dixie Hwy
SE Federal Hwy
SE Osceola St
SE Ocean Blvd
SE Colorado Ave
SE Flagler Way
SE Lowe Ter
SE Willoughby Blvd
SE Cypress St
SE Palmetto St
SE Poinciana Ter
SE Water St
SE Chinook Way
SE Cove Rd
SE Dixie Way
SE Jefferson St
SE Kanner Hwy
SE Dixie Hwy
SE Monroe St
SE Cypress St
SE Willoughby Blvd
SE Flagler Way
SE Lowe Ter
SE Ocean Blvd
SE Indian St

# PROPOSED SITE PLAN 2025




GENERAL NOTES:

1. 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
2. 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.
3. THESE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATESTEDITION).HOWEVER,WHERECONFLICTSEXIST,TYPICALT-P-13 SHALL TAKE PRECEDENCE OVER F.D.O.T. STANDARD SPECIFICATIONS.
4. THERMOPLASTIC SHALL NOT BE INSTALLED ON ROADWAY UNTIL FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED.
5. ALL STOP BARS SHALL BE PLACED 4' BEHIND CROSSWALKS
6. ALL STOP BARS AND CROSSWALK STRIPING SHALL BE THERMOPLASTIC
7. ALL RADII ARE 5' UNLESS OTHERWISE NOTED


Martin Square Mall
Wedgewood Commons Shopping Center
Golden Gate
Willoughby Golf Club
SITE
SE Federal Hwy
SE Dixie Hwy
SE Ocean Blvd
SE Monterey Rd
SE Cove Rd
SE Osprey St
SE Salerno Rd
SE Indian St
SE Ellipse Dr
SE Cambridge St
SE Hawthorne Ln
SE Kensington Dr
SE Fairway Dr
SE Dixie Hwy
SE Willoughby Blvd
SE Monroe St
SE Madison St
SE Harrison St
SE Cove Park Way
SE Lovell Ter
SE Gulf Ter
SE Gulfstream Ter
SE Bridge St
SE Gulfstream Blvd
SE Ocean Blvd
SE Monterey Rd
SE Osprey St
SE Salerno Rd

Kimley»Horn

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.**




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

## HAZARDOUS WASTE STATEMENT

THE PROPOSED DEVELOPMENT SITE SHALL NOT PRODUCE HAZARDOUS WASTE AS IDENTIFIED AND DEFINED BY CITY CODE CHAPTER 90.

## SHIELDING OF LIGHTING STATEMENT

WHERE ARTIFICIAL OUTDOOR LIGHTING IS PROVIDED, IT SHALL BE DESIGNED AND ARRANGED SO TH A NO SOURCE OF THE LIG-TING WILL BE A VISIBLE NUISANCE TO ADJOINING PROPERTY USED OR ZONED FOR A RESIDENTIAL PURPOSE. IN ADDITION, THE RIGHT IS MAY BY RESIDENTS ANY ARRANGEMENTS SO AS TO SHIELD PUBLIC STREETS AND HIGHWAYS AND ALL ADJACENT PROPERTIES FROM DIRECT GLARE OR HAZARDOUS INTERFERENCE OF ANY KIND.

## DRAINAGE STATEMENT

THE PROPOSED DEVELOPMENT IS WITHIN THE BOUNDS OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL CONCEPTUAL RESOURCE PERMIT #56-01958-P-16 AND SHALL ADHERE TO THE CONDITIONS OF AFOREMENTIONED PERMIT.

## TRAFFIC STATEMENT

THE PROPOSED DEVELOPMENT WILL GENERATE THE FOLLOWING UNRIVEWAY TRIPS BASED ON ITE 11TH EDITION LAND USE CODE 938

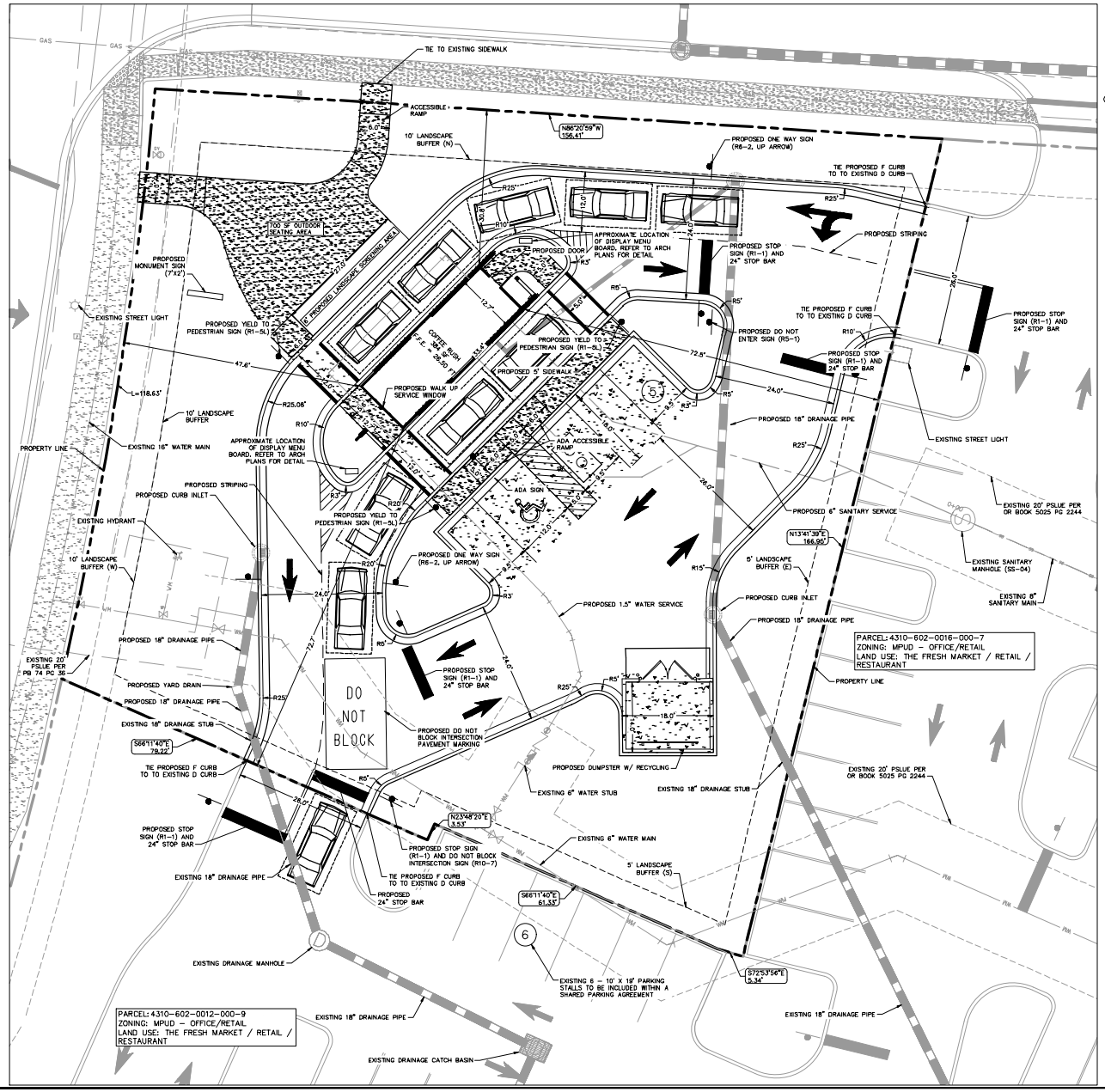
- 190 DAILY NET NEW EXTERNAL TRIPS
- 39 TOTAL AM PEAK HOUR
- 16 TOTAL PM PEAK HOUR

## SUPPLY WELL STATEMENT

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.

## GENERAL NOTES:

1. HAZARDOUS WASTE DISPOSAL SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS
2. ALL LANDSCAPE AREAS ABUTTING VEHICULAR USE AREAS SHALL BE CURBED OR PROTECTED BY CURB STOPS.
3. ALL BUILDING, PARKING AND ACCESS AREAS SHALL DOCUMENT COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT PRIOR TO THE ISSUANCE OF BUILDING PERMIT.
4. SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE IN THE PLACE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
5. LANDSCAPING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 153 OF THE LANDSCAPE CODE OF THE CITY OF PORT ST. LUCIE.
6. NO LANDSCAPING OTHER THAN GRASSES SHALL BE LOCATED WITHIN 10' OF A CITY UTILITY LINE OR APPURTENANCE. ALL OTHER UTILITIES SHALL BE A MINIMUM OF 5' HORIZONTAL SEPARATION FROM CITY UTILITY MAINS FOR PARALLEL INSTALLATIONS AND A MINIMUM 18" BELOW CITY MAINS. (ALL MEASUREMENTS ARE TAKEN FROM OUTSIDE TO OUTSIDE)
7. NO LANDSCAPING SHALL BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS WITH THE INTENDED OPERATION AND MAINTENANCE OF ANY EXISTING UTILITY.
8. THIS APPLICATION IS NOT VESTED FOR ANY MUNICIPAL FEES. ALL FEES ARE CALCULATED AT TIME OF PAYMENT. THIS INCLUDES SPECIFICALLY IMPACT FEES, LPA AND PRESERVE FEES AND ANY ADMINISTRATIVE REVIEW FEES FOR CITY DEPARTMENTS. NO FEES ARE VESTED BASED ON DATE OF CITY COUNCIL APPROVAL.
9. SIGNS ARE NOT PART OF THIS REVIEW AND SHALL BE PERMITTED SEPARATELY FROM THE APPLICATION. (SEE CHAPTER 155 (SIGN CODE) CITY OF PORT ST. LUCIE LAND DEVELOPMENT REGULATIONS.)
10. THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITH IN THE CITY'S RIGHT-OF-WAY IN ACCORDANCE WITH CITY CODE, SECT ON 41.05 (5)
11. FENCE POSTS SHOULD AVOID UTILITY SERVICE LINES AT ALL TIMES.
12. UTILITY SERVICES CAN BE CONNECTED ONLY AFTER THE MAINS ARE INSTALLED AND TURNED OVER TO THE CITY.
13. SOLID & LIQUID WASTE DISPOSAL (INCLUDING RECYCLING) WILL FOLLOW THE SERVICE REGULATIONS AS SET BY THE OFFICE OF SOLID WASTE BY THE CITY OF PORT ST. LUCIE.




### SIGN LEGEND

- ACCESSIBLE PARKING (FTP-20-08)
- PENALTY
- 30" STOP SIGN (R1-1)
- 9-BUTTON SIGN

### PAVING LEGEND

- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE AREA

### SITE LEGEND

- PROPERTY LINE

| DEVELOPMENT DATA | | | |
|---|---|---|---|
| TAX PARCEL ID NO. | 4310-602-0011-000-2 | | |
| PROJECT FUTURE LAND USE | NCD | | |
| PROJECT ZONING | MPUD | | |
| MAX BUILDING HEIGHT | 75' | | |
| PROPOSED MAX BUILDING HEIGHT | 19' - 4" | | |
| AREA BREAKDOWN | | | |
| TOTAL AREA OF TRACT (MIN 10,000 SF/LOT) | 21,197 SF | 0.49 AC | 100.00% |
| AREA OF PROPOSED BUILDINGS | 360 SF | 0.007 AC | 1.43% |
| AREA OF PROPOSED PAVEMENT | 11,277 SF | 0.26 AC | 53.06% |
| TOTAL PROP. IMPERVIOUS AREA (MAX 80%) | 11,637 SF | 0.267 AC | 54.49% |
| TOTAL PROPOSED OPEN SPACE | 9,560 SF | 0.223 AC | 45.51% |

| 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 |

PARKING NOTE: PER MPUD, 5TH AMENDMENT, SECTION. 7(C)(RESTAURANT (STAND-ALONE)) USES PARKING 1/1T ON 1,100 SQ. FT.

* INCLUDES 7 ADDITIONAL STALLS FOR OUTDOOR SEATING. USES PARKING RATION 1:100 SQ. FT. MAX. ON OUTDOOR SEATING

| ENVIRONMENTAL SITE ASSESSMENT* | | | | |
|---|---|---|---|---|
| DESCRIPTION | FOUND (Y/N) | AGENCY CONTACT INFO | 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 EXOTIC VEGETATION | N | N/A | N/A | N |

ENVIRONMENTAL SITE ASSESSMENT NOTE:

* ENVIRONMENTAL SITE ASSESSMENT COMPLETED WITHIN THE EXISTING P25-053 LAND REQUISITION PHASE PROJECT.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
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 1988 (NAVD 88). TO CONVERT TO NGVD 29 ELEVATION, ADD 1.61 TO THE NAVD 88 ELEVATION.

PSLUSD PROJECT # 11-342-48-07

CITY OF PORT ST. LUCIE PROJECT # P25-019

Kimley»Horn
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

| No. | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL
ALEXANDER M. DAUGHERTY
FLORIDA LICENSE NUMBER 91957
DATE: 11/22/2024

KHA PROJECT 147985000
DATE 11/22/2024
SCALE AS SHOWN
DESIGNED BY MJH
DRAWN BY MJH
CHECKED BY AMD

SITE PLAN

COFFEE RUSH - THE LANDING AT TRADITION
PREPARED FOR
COFFEE RUSH FLORIDA, LLC
PORT ST. LUCIE FLORIDA

SHEET NUMBER C-150

Plotted By:Harris, Jenny Sheet Set:Coffee Rush - The Landing at Tradition Layout:SITE PLAN June 25, 2025 08:31:29am K:\VRB_LDEV\147985000 - Coffee Rush Tradition\CAD\PlanSheets\C-150 SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# 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 |

THOMAS
ENGINEERING GROUP

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

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

CAPTEC Engineering, Inc.
Civil Engineering Professionals

301 NW Flagler Avenue • Stuart, Florida 34994 • (772) 692-4344 • www.gocaptec.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

P:\000\068\068.494 - Coffee Rush (Stuart Landings Ph 2)\2025-0129 1st review - Minor PUD Amendment.docx

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

**Meeting Date:** 1/26/2026 **Prepared by:** Lee Baggett

**Title of Item:**
CODE AMENDMENT ADDING LANGUAGE RELATED TO REASONABLE ACCOMMODATION (RC):

ORDINANCE No. 2547-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8.07.07 OF THE CITY'S LAND DEVELOPMENT CODE IN COMPLIANCE WITH RECENTLY ENACTED LEGISLATION, SENATE BILL 954; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**
Florida Senate Bill 954, an act relating to certified recovery residences, was adopted and became effective on July 1, 2025. In SB 954, municipalities are required to adopt an ordinance establishing a process for requesting reasonable accommodations which are consistent with the Fair Housing Act of 1988 and Title II of the Americans with Disabilities Act. Although the City already has a process for requesting reasonable accommodations in Section 8.07.07 of its Land Development Code, the City is required to make some amendments to Section 9.07.07 in order to be fully in compliance with SB 954.

**Funding Source:**
N/A

**Recommended Action:**
Staff recommends that the City Commission approve Ordinance No. 2547-2026.

**ATTACHMENTS:**
1. Ordinance 2547-2026 Code Amendment on Reasonable Accommodation
2. Sec._8.07.07.___Reasonable_accommodation.
3. Senate Bill 954

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

**ORDINANCE NUMBER 2547-2026**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8.07.07 OF THE CITY'S LAND DEVELOPMENT CODE IN COMPLIANCE WITH RECENTLY ENACTED LEGISLATION, SENATE BILL 954; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

*****

**WHEREAS**, Florida Statutes § 163.3202 requires the City of Stuart to adopt or amend and enforce land development regulations that are consistent with and implement the City's comprehensive plan; and

**WHEREAS**, Florida Senate Bill 954, an act relating to certified recovery residences, was adopted and became effective on July 1, 2025, and further required the City to amend its ordinance on providing reasonable accommodations to individuals with disabilities to ensure equal access to housing; and

**WHEREAS**, on January 8, 2026, the Local Planning Agency held a duly noticed public hearing to consider this ordinance; and

**WHEREAS,** the City Commission held duly noticed public hearings on January 26, 2026, and February 9, 2026 to consider this ordinance for full public participation on the Land Development Code amendment process.

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

**SECTION 1: Recitals.** The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

**SECTION 2:** The provisions of the Land Development Code as amended are hereby adopted as shown hereinbelow.

**Section 8.07.07 Reasonable accommodation.**

A. *Purpose.* It is the policy of the City of Stuart, to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities as provided by the Fair Housing Amendments Act (42 U.S.C. § 3601, *et seq.*) ("Fair Housing Act") and Title II of the Americans with Disabilities Act (42 U.S.C. § 12131, , *et seq.*) ("ADA"). For purposes of this section, "disability" shall be defined consistent with the definition as contained within the Fair Housing Act and ADA. This ordinance establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the jurisdiction to comply fully with the intent and purpose of the F~~f~~air ~~h~~Housing Act~~laws~~ and ADA.

B. *Applicability.*

Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, an opportunity to seek an exception in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to accommodate a disability recognized by the Fair Housing Act or ADA.

A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.

C. *Requesting reasonable accommodation.*

1. An~~y eligible person as defined in section 2~~ applicant may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures.

2. Requests for reasonable accommodation shall be submitted in writing to the City Attorney's Office and provide the following information:

   (a) Name and address of the individual(s) requesting reasonable accommodation;
   (b) Name and address of the property owner(s):
      (i) If the property is not owned by the applicant, a copy of the lease as well as written authorization from the owner to seek the accommodation;
   (c) Address of the property and parcel identification number for which accommodation is requested;
   (d) Description of the requested accommodation with reference to the regulation(s), policy or procedure for which accommodation is sought; and
   (e) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.

3. Upon receipt, the City shall date stamp the written request for accommodation.

4. Any information identified by an applicant as confidential, such as medical information or records, shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection to the extent allowed by law. The

City shall endeavor to provide written notice to the applicant of any request received by the City for disclosure of the medical information or records. The City will cooperate with the applicant in their opposition to the disclosure of such medical information or record, but the City shall not be responsible or obligated to take any action on behalf of the applicant.

45. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

D. *Reviewing authority.*

1. Requests for reasonable accommodation shall be reviewed using the criteria set forth in section 5E herein below.

2. If additional information is required by the City, the City shall notify the applicant in writing within 30 days after receipt of the written request for reasonable accommodation and allow the applicant 30 days to respond. If necessary to reach a determination on the request for reasonable accommodation, the City may request further information from the applicant specifying in detail the information that is required. If the applicant fails to timely provide the requested additional information, the City shall issue a written notice advising that the applicant had failed to submit the requested information within a timely manner and that the request for reasonable accommodation shall be deemed abandoned or withdrawn and no further action by the City shall be required.

3. A final written ~~response~~determination to the request for reasonable accommodation shall be provided within 360 days of the date of receipt of the fully completed application. ~~and may either seek additional information, grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings. Note: Incomplete applications shall not be deemed submitted and will not be reviewed until complete.~~ The determination shall:

(i) approve the request in whole or in part, with or without conditions; or

(ii) deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

~~3. If necessary to reach a determination on the request for reasonable accommodation, the city may request further information from the applicant specifying in detail the information that is required. In the event that a request for additional information is made, a new response to the request shall be made within a reasonable time after receiving the requested information.~~

E. *Required findings.* The written decision to ~~grant~~approve, ~~grant~~approve with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;

2. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;

3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction or would otherwise grant an undue benefit to the applicant that is not enjoyed by other landowners; and~~;~~

4. Whether the requested accommodation would require a fundamental alteration in the nature of the jurisdiction's land use and zoning or building program.

F. *Written decision on the request for reasonable accommodation.*

1. The written decision on the request for reasonable accommodation shall address the criteria set forth in section ~~5~~E herein above and provide a response to each item.

2. The written decision may be provided to the applicant via email to the email address provided on the application.

3. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

G. *Appeals.*

1. An appeal of the decision must be ~~filed~~submitted to the City Attorney's Office within 30 days of the mailing of the written decision ~~and~~to the applicant~~ must follow the procedure as set forth in section 8.07.01; Appeals from decisions of administrative departments~~. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. The City shall schedule a hearing before the City's magistrate on the next available magistrate hearing date. The applicant and City may agree to schedule the hearing at a later hearing date. After public notice and a quasi-judicial hearing before the City's magistrate, the magistrate shall render a written decision within 30 days. An appeal of a decision by the magistrate shall be handled exclusively in the Nineteenth Judicial Circuit, in and for Martin County, Florida. The applicant must appeal to the Nineteenth Judicial Circuit via a petition for writ of certiorari within 30 days from the date of the filing of the written magistrate order by the City Clerk.

2. If an individual needs assistance in filing an appeal on an adverse decision, the jurisdiction will provide assistance to ensure that the appeals process is accessible.

~~3. All appeals shall contain a statement of the grounds for the appeal.~~

H. *Revocation of an Approved Reasonable Accommodation Request*

1. The City Manager may initiate an action to revoke a prior approval on a request for reasonable accommodation upon any of the following grounds:

(i) The applicant provided false or misleading information in the applicant's request for reasonable accommodation;

(ii) The property subject to the request for reasonable accommodation has been found to be in violation of the conditions of approval issued by the City;

(iii) Any applicable state or federal certification has expired, has been revoked or the applicant has failed to maintain the certification or licensure as required under Chapter 397, Florida Statutes; or

(iv) The approved reasonable accommodation request has subsequently become injurious to the health, safety and welfare of the public.

2. If the City Manager finds cause for the existence of any of the above-referenced grounds for revocation, the City Manager shall serve upon the applicant a written notice of intent to revoke the approval of the reasonable accommodation request. The applicant shall have 30 days in which to provide a written response.

3. If the applicant fails to come into compliance or cure any of the identified grounds for revocation, the City Manager shall schedule a publicly noticed hearing before the City's magistrate. The City Manager shall serve a notice of the hearing upon the applicant.

4. After public notice and a quasi-judicial hearing before the City's magistrate, the magistrate shall render a written decision within 30 days. An appeal of a decision by the magistrate shall be handled exclusively in the Nineteenth Judicial Circuit, in and for Martin County, Florida. The applicant must appeal to the Nineteenth Judicial Circuit via a petition for writ of certiorari within 30 days from the date of the filing of the written magistrate order by the City Clerk.

I. Unless stated otherwise, an approval of a reasonable accommodation request shall be valid for one year. An applicant may renew the reasonable accommodation request prior to the expiration. The request for renewal shall contain information necessary for processing the reasonable accommodation renewal request.

J. There shall be no fee imposed upon the applicant in connection with a request for reasonable accommodation under this section or an appeal of a determination of such request to the City's magistrate. In addition, the City shall have no obligation to pay an applicant's attorney's fees or costs in connection with the request and/or appeal process.

First read on the ___ day of January, 2026.

Second reading on the ____ day of February, 2026.

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

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMPBELL RICH, COMMISSIONER | | | | |

ADOPTED on continued second and final reading 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

## Sec. 8.07.07. Reasonable accommodation.

A. *Purpose.* It is the policy of the City of Stuart, to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This ordinance establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the jurisdiction to comply fully with the intent and purpose of fair housing laws.

B. *Applicability.*

Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, an opportunity to seek an exception in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to accommodate a disability recognized by the Fair Housing Act or ADA.

A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.

C. *Requesting reasonable accommodation.*

1. Any eligible person as defined in section 2 may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures.
2. Requests for reasonable accommodation shall be in writing and provide the following information:
    (a) Name and address of the individual(s) requesting reasonable accommodation;
    (b) Name and address of the property owner(s):
        (i) If the property is not owned by the applicant, a copy of the lease as well as written authorization from the owner to seek the accommodation;
    (c) Address of the property for which accommodation is requested;
    (d) Description of the requested accommodation with reference to the regulation(s), policy or procedure for which accommodation is sought; and
    (e) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.
3. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.
4. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.

D. *Reviewing authority.*

1. Requests for reasonable accommodation shall be reviewed using the criteria set forth in section 5.
2. A written response to the request for reasonable accommodation shall be provided within 30 days of the date of receipt of the fully completed application and may either seek additional information, grant, grant with modifications, or deny a request for reasonable accommodation in accordance with

the required findings. Note: Incomplete applications shall not be deemed submitted and will not be reviewed until complete.

3. If necessary to reach a determination on the request for reasonable accommodation, the city may request further information from the applicant specifying in detail the information that is required. In the event that a request for additional information is made, a new response to the request shall be made within a reasonable time after receiving the requested information.

E. *Required findings.* The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;

2. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;

3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction or would otherwise grant an undue benefit to the applicant that is not enjoyed by other landowners and;

4. Whether the requested accommodation would require a fundamental alteration in the nature of the jurisdiction's land use and zoning or building program.

F. *Written decision on the request for reasonable accommodation.*

1. The written decision on the request for reasonable accommodation shall address the criteria set forth in section 5 and provide a response to each item.

2. The written decision may be provided to the applicant via email to the email address provided on the application.

3. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

G. *Appeals.*

1. An appeal of the decision must be filed within 30 days of the written decision and the applicant must follow the procedure as set forth in section 8.07.01; Appeals from decisions of administrative departments.

2. If an individual needs assistance in filing an appeal on an adverse decision, the jurisdiction will provide assistance to ensure that the appeals process is accessible.

3. All appeals shall contain a statement of the grounds for the appeal.

An act relating to certified recovery residences; amending s. 397.487, F.S.; requiring, by a specified date, the governing body of each county or municipality to adopt an ordinance to establish procedures for the review and approval of certified recovery residences; requiring that such ordinance include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; specifying criteria for the ordinance; providing that the ordinance may establish additional requirements for the review and approval of reasonable accommodation requests; requiring that such additional requirements be consistent with federal law and not conflict with the act; prohibiting the ordinance from requiring public hearings beyond the minimum required by law; providing that the ordinance may include provisions for revocation of a granted accommodation for cause, if the accommodation is not reinstated within a specified timeframe; providing construction; amending s. 397.4871, F.S.; providing that the personnel-to-resident ratio for a certified recovery residence must be met only when the residents are at the residence; providing that a certified recovery residence administrator for Level IV certified recovery residences which maintains a specified personnel-to-patient ratio has a limitation on the number of residents it may manage; providing an



**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of

a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to



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maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section 397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified recovery residence operating as community housing as defined in s. 397.311(9), which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at



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the residence ~~24 hours a day, 7 days a week,~~ with a personnel-to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the licensed service provider maintains a service provider personnel-to-patient ratio of 1 to 8 and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

A certified recovery residence administrator who has been removed by a certified recovery residence due to termination, resignation, or any other reason may not continue to actively manage more than 50 residents for another service provider or certified recovery residence without being approved by the credentialing entity.

Section 3. This act shall take effect July 1, 2025.

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

**Meeting Date:** 1/26/2026 **Prepared by:** Lee Baggett

**Title of Item:**
DISSOLUTION OF EAST STUART HISTORICAL COMMITTEE (RC):

ORDINANCE No. 2548-2026; AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING PART II, CHAPTER 2 (ADMINISTRATION), ARTICLE III. – BOARDS, COMMITTEES AND COMMISSIONS, DIVISION I, SECTION 2-28 AND DIVISION 7 EAST STUART HISTORICAL ADVISORY COMMITTEE, SECTIONS 2-118 THROUGH 2-121, OF THE CITY OF STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO THE EAST STUART HISTORICAL COMMITTEE DUE TO DISSOLUTION; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**
The City Commission for the City of Stuart, Florida is authorized by provisions in Chapter 166, Florida Statutes, to establish and adopt ordinances which are intended to serve and provide public benefit to the residents and visitors of the City of Stuart.

Part I, Article IV of the City's Charter permits the City Commission to create and establish boards and committees to serve at the pleasure of the City Commission and the City Commission has the inherent authority to create an advisory board to provide assistance to the Community Redevelopment Agency (CRA).

The East Stuart Historical Advisory Committee (ESHAC) was originally created by the CRA for the purpose of making recommendations related to the history and culture of the historic East Stuart community. The ESHAC provided valuable insight regarding the founding residents and their contributions to the East Stuart area, including evaluating and recommending art in public places and recommendations for the integration of design components into the Martin Luther King, Jr. streetscape improvements and Guy Davis Community Park Improvement Projects.

On February 13, 2023, via Resolution No. 11-2023, the City Commission found that the continuation of the ESHAC provided a public benefit to the community and created and ratified the ESHAC to continue as an advisory board. In 2024, via Ordinance 2525-2024, the City Commission added the ESHAC's Bylaws to the City's Code of Ordinances, Part II, Chapter 2, Article III, Division 1, Section 2-82 and Division 7, Sections 2-118 through 2-121.

Throughout the year 2025, no ESHAC meetings were held because there was no need for its assistance. As a result, the City Commission has requested that the ESHAC be dissolved. In the City's Code of Ordinances, Part II, Chapter 2, Article III, Division 1, Section 2-82 and Division 7, Sections 2-118 through 2-121, the reference to and bylaws of the ESHAC need to be deleted in their entirety and reserved for future use due to the Board's dissolution.

**Funding Source:**
N/A

**Recommended Action:**
Move to Approve Ordinance 2548-2026 on first reading

**ATTACHMENTS:**
1. Ordinance 2548-2026 Amendments to Code of Ordinances - ESHAC Dissolution
2. Ordinance 2548-2026 ARTICLE_III.___BOARDS__COMMITTEES_AND_COMMISSIONS

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

**ORDINANCE NUMBER 2548-2026**

**AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING PART II, CHAPTER 2 (ADMINISTRATION), ARTICLE III. – BOARDS, COMMITTEES AND COMMISSIONS, DIVISION I, SECTION 2-28 AND DIVISION 7 EAST STUART HISTORICAL ADVISORY COMMITTEE, SECTIONS 2-118 THROUGH 2-121, OF THE CITY OF STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO THE EAST STUART HISTORICAL COMMITTEE DUE TO DISSOLUTION; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

*****

**WHEREAS**, the City Commission for the City of Stuart, Florida is authorized by provisions in Chapter 166, Florida Statutes, to establish and adopt ordinances which are intended to serve and provide public benefit to the residents and visitors of the City of Stuart; and

**WHEREAS**, Part I, Article IV of the City's Charter permits the City Commission to create and establish boards and committees to serve at the pleasure of the City Commission; and

**WHEREAS**, the City Commission has the inherent authority to create an advisory board to provide assistance to the Community Redevelopment Agency (CRA); and

**WHEREAS**, the East Stuart Historical Advisory Committee (ESHAC) was originally created by the CRA for the purpose of making recommendations related to the history and culture of the historic East Stuart Community located within the boundaries of the CRA; and

**WHEREAS**, the ESHAC provided valuable insight regarding the founding residents and their contributions to the East Stuart area, including evaluating and recommending art in public places and recommendations for the integration of design components into the Martin Luther King, Jr. streetscape improvements and Guy Davis Community Park Improvement Projects; and

**WHEREAS**, on February 13, 2023 via Resolution No. 11-2023, the City Commission found that the continuation of the ESHAC provided a public benefit to the community and created and ratified the ESHAC to continue as an advisory board; and

**WHEREAS**, in 2024, via Ordinance 2525-2024, the City Commission added the ESHAC's Bylaws to the City's Code of Ordinances, Part II, Chapter 2, Article III, Division 1, Section 2-82 and Division 7, Sections 2-118 through 2-121; and

**WHEREAS**, the City Commission finds that throughout the year 2025, there was no need for the ESHAC to assist the CRA and therefore, no meetings were held, and therefore, the City Commission desires to dissolve the ESHAC; and

**WHEREAS**, in the City's Code of Ordinances, Part II, Chapter 2, Article III, Division 1, Section 2-82 and Division 7, Sections 2-118 through 2-121, the reference to and bylaws of the ESHAC need to be deleted in their entirety and reserved for future use due to the Board's dissolution.

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

**SECTION 1: Recitals**. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

**SECTION 2:** The City of Stuart Code of Ordinances, Chapter 2 – Administration, Article III, Boards, Committees, and Commissions is hereby repealed and replaced with such language as set forth in **Exhibit "A"** attached hereto.

**SECTION 3:** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**SECTION 5:** The provisions of this Ordinance shall be codified.

**SECTION 6:** This Ordinance shall take effect immediately upon adoption.

First read on the ____ day of _____, 2026.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

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

the vote was as follows:

| | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| CHRISTOPHER COLLINS, MAYOR | | | | |
| SEAN REED, VICE MAYOR | | | | |
| EULA CLARKE, COMMISSIONER | | | | |
| LAURA GIOBBI, COMMISSIONER | | | | |
| CAMPBELL RICH, COMMISSIONER | | | | |

ADOPTED on second and final reading 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

## Sec. 2-82. Standing boards; applicability of regulations.

(a) The standing boards which are established by the city commission include the local planning agency (hereinafter "LPA"), and community redevelopment board (hereinafter "CRB"), and East Stuart Historical Advisory Committee (hereinafter "ESHAC"). The Stuart Community Redevelopment Agency (hereinafter "CRA") and the Stuart Housing Authority (hereinafter "SHA") are standing boards which have been created by the city commission and exist pursuant to Florida law.

(b) The regulations set forth in this article shall apply to all standing boards unless superseded by applicable ordinance or statute. Additional regulations set forth herein may apply to a particular board.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024; Ord. No. 2540-2025, § 2(Exh. A), 3-24-2025)

## DIVISION 7. EAST STUART HISTORICAL ADVISORY COMMITTEE

### Sec. 2-118. General.

(a) The East Stuart Historical Advisory Committee ("ESHAC") shall be an advisory board to the city commission and to the city administration in performing the duties and responsibilities described herein.

(b) All sections of division 1, generally, hereinabove are hereby incorporated as if set forth herein this division.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

### Sec. 2-119. Membership; officers and staff.

(a) The ESHAC shall consist of seven members. Each city commissioner shall appoint a single member to the ESHAC. The two remaining members shall be selected by the majority of the city commission.

(b) Nomination and election of officers shall occur at the annual organizations meeting of the ESHAC. The organizational meeting shall occur after the annual reorganization meeting of the city commission.

(c) Regular officers of the ESHAC shall be a chair and a vice-chair who shall be appointed by the ESHAC at its annual reorganization meeting.

(d) The chair shall preside at all meetings of the ESHAC and shall execute instruments in the name of the ESHAC as may be required. The vice-chair shall preside at any meeting wherein the absence, disqualification, resignation or death or disability of the chair or at the chair's direction.

(e) Upon a vacancy in the office of chair and/or vice-chair, the ESHAC members shall select one of them to fill the position at the next scheduled meeting following the creation of the vacancy.

(f) The city's CRA director shall serve as the senior staff person and liaison to the ESHAC.

(g) The city clerk, or his/her designee, shall act as a secretary of the ESHAC and as such shall prepare ESHAC agendas, be the custodian of all books and records of the ESHAC, keep the minutes and a recording of all votes of the ESHAC's meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the ESHAC.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

~~**Sec. 2-120. Duties and responsibilities.**~~

~~The ESHAC shall provide recommendations to the CRA director which celebrate and commemorate the history of the East Stuart community.~~

~~(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)~~

~~**Sec. 2-121. Meetings; conduct of business.**~~

~~(a) Regular meetings shall be held on a quarterly basis. No meeting will be convened in the event that there is no matter to be considered by the ESHAC.~~

~~(b) Special meetings may be held at the discretion of the ESHAC as necessary.~~

~~(c) A quorum of the ESHAC shall be three members and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order. Three members is only needed for a quorum and should not be interpreted to mean that only three votes are necessary to pass a matter if all seven members of the ESHAC are present. If any meeting cannot be conducted because a quorum is not present, the members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each member.~~

~~(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)~~

**Secs. 2-1~~22~~18—2-138. Reserved.**

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

**Meeting Date:** 1/26/2026 **Prepared by:**

**Title of Item:**
AMENDMENT TO THE MEGA & FSP GRANT FOR THE TRAIN BRIDGE

**Summary Explanation/Background Information on Agenda Request:**
Reserved for Resolution No. 06-2026, the City of Stuart is awaiting information that will be available on February 6th, and the Resolution will be brought before the Stuart Commission on February 9th.

**Funding Source:**

**Recommended Action:**

**ATTACHMENTS:**

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

**Meeting Date:** 1/26/2026 **Prepared by:** Lee Baggett

**Title of Item:**
PRESENTATION OF BACKGROUND ON JANINE ALEXANDER'S COMPLAINTS AND CASES

**Summary Explanation/Background Information on Agenda Request:**
Presentation of background on Janine Alexander's complaints and cases pursuant to a request by the City Commission, which will be presented by the City Attorney.

**Funding Source:**
N/A

**Recommended Action:**
N/A

**ATTACHMENTS:**
1. Investigation- 2018- Tampering Ev
2. 2018- Written Complaint- full copy
3. HR Director Investigation Report- 2018
4. Memo from DRoss closing file
5. Summons & Complaint- State Court 2018
6. Motion Dismiss Civil Case- Court minutes- State Court 2019
7. Docket Federal Case 2019
8. Report and Recommendation Federal Court 2022
9. ORDER on Dismissal- Federal Court 2022
10. Final Judgment Federal Case 2022

STUART POLICE DEPARTMENT
PATROL DIVISION
SGT. CHARLES BUCHANAN

# *INTERNAL MEMO*

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## Janine Alexander

### Synopsis

On 1/4/2018 I was made aware of a case investigated by Ofc. Sudhoff in regards to a possible tampering with evidence case involving a, Janine Alexander. Ms. Alexander is alleging that her ex-boyfriend, Mr. Gallas had not given the police all the evidence in her battery case and that the video that is in evidence was tampered with. She stated that she received a text from him where he told her that he had "7 minutes" of video. Ms. Alexander is claiming that due to his statement and the fact a video of much less time was sent to the police he had tampered with the video and that there was much more to the case than what the police saw that night, thus affecting the investigation.

### Investigation

#### Ofc. Vo

On 1/8/2018 I spoke with Ofc. Vo, who was the investigating officer in reference to the case in question (15-02542). I showed him the video that was placed into evidence. He advised that the video (54 seconds of it) is what he saw that night of

the incident when he was on scene. Ofc. Vo stated that he had asked Mr. Gallas to email him the video. Ofc. Vo stated that Mr. Gallas was not tech-savvy enough to do this so Ofc. Vo was allowed to send the video to his police department email from Mr. Gallas' phone. Ofc. Vo stated that he was not shown 7 minutes of video but only the video that shows Ms. Alexander grabbing the other victim in this case by the arm.

**Mr. Gallas**

On 1/9/2018 I spoke with Mr. Gallas in reference to the incident in question. Mr. Gallas stated that Ms. Alexander had come into his apartment while he was painting and after a while she was no longer welcomed due to her making unwanted advancements towards him. He had asked her to leave but she refused and became more agitated as the situation became more heated. Mr. Gallas stated that Ms. Alexander went out onto his porch where he stated he locked her in and that he might have made a brief recording of her in this agitated state to protect him but turned it off as his neighbor, Joyce, had stopped by after hearing the argument and entered the apartment. Mr. Gallas stated that he started the recording back up and that is what was sent in as evidence. Mr. Gallas could not confirm nor deny whether or not Ofc. Vo was the one who emailed the video from his phone. As he stated he could not remember. I asked Mr. Gallas if there was any additional video in reference to the incident concerning case# 15-02542. Mr. Gallas stated that he had recorded approximately a minute of video prior to the incident in question. I asked Mr. Gallas about the statement of 7 minutes of video that he placed in his sworn affidavit. Mr. Gallas stated that he did not

remember making 7 minutes of video and did not know why he put that amount in his statement. The other time amount he did admit to taking was no longer available as it had been deleted.

**Ms. Alexander**

I spoke to Ms. Alexander on several occasions. Her statement is that Mr. Gallas invited her into the apartment and was not asked to leave until after a long time in the apartment. She is claiming that Mr. Gallas asked her to go check on some pillows on the porch and then locked her on the porch against her will and videotaped that encounter which corresponds to what Mr. Gallas stated to me during my interview. However Mr. Gallas claims that due to her agitated state he did this to protect himself and call the police for her refusing to leave the apartment after being told to do so. Ms. Alexander also claimed that Mr. Gallas intentionally locked her on the porch area against her will and began to taunt her for ruining his chances with other women. She claims to have been calling for help but no one came. It was then after she began yelling did he let her out from the porch. Not soon after that is when his neighbor, Joyce, came to the apartment and the events that led up to her arrest for battery on Joyce began to unfold.

STUART POLICE DEPARTMENT
PATROL DIVISION
SGT. CHARLES BUCHANAN

## Findings

Based on my investigation I can find no probable cause to believe that Mr. Gallas tampered with the evidence in question. There is no evidence to prove that the video, which was used to convict Ms. Alexander, was altered in anyway prior to Ofc. Vo seeing it for the first time after arriving on scene. Also, her claims of being kidnapped or falsely imprisoned could not be substantiated due to Mr. Gallas stating he did so to protect himself and then let her out, showing he had no intent of keeping her imprisoned. Mr. Gallas did state in a sworn statement that he had 7 minutes of video but only 54 seconds of video were sent to evidence and he stated to me that he had only made maybe a one minute video prior to the 54 second one. Even though he stated he had 7 minutes of video in a sworn affidavit it is unknown if he really did or not thus making his statement possible.

## Conclusion

Even though Mr. Gallas stated to Ms. Alexander that he had 7 minutes of video in a text and a sworn affidavit there is no evidence that he did. Nor is there any probable cause to believe that Mr. Gallas altered or tampered with the video that was sent in as evidence which was used as evidence in her being prosecuted for the battery charge.

STUART POLICE DEPARTMENT
PATROL DIVISION
SGT. CHARLES BUCHANAN

**Recommendation**

I will be completing a supplemental report to Ofc. Sudhoff's original report (16-02103), closing the case out as unfounded.

**Respectfully,**

Sgt. Charles Buchanan 081

**Sgt. Charles Buchanan ID#081**

STUART POLICE DEPARTMENT
INCIDENT REPORT

SUPP

| INCIDENT INFORMATION | | | |
|---|---|---|---|
| Case Number: 16-02103 | Offense: TAMPER EVIDENCE | | |
| Offense Date: 02/12/2016 1530 to 02/12/2016 1545 | | Juvenile Involved: ☐ | |
| Place: STUART POLICE D | Inc. Location: 830 SE MARTIN LUTHER KING JR... STUART FL 34994 | | Zone: 3 |
| Forced Entry: N/A | Struct. Occupied: N/A | Location Type: GOVERNMENT/PUBLIC BLDG. | |
| Weapon Type: N/A | # Offenses: 01 | # Victims: 01 | # Offenders: 01 |
| # Prem. Entered: 00 | # Veh Stolen: 00 | Report Entered By: HS | |

| OFFENSE INFORMATION | | | | |
|---|---|---|---|---|
| Offense 1 | | | | |
| TAMPER EVIDENCE | FELONY | Statute: 918.13 | (CIS: 260A ) | COMMITTED |
| Agg. Assault: N/A | | Drug Related: | | Alcohol Related: |
| Drug Activity: N/A | Drug Type: N/A | | Quantity: 0 | |
| Drug Unit: | | Drug Value: 0 | | |
| Offense 2 | | | | |
| | | Statute: . | (CIS: 0000 ) | |
| Agg. Assault: N/A | | Drug Related: YES | | Alcohol Related: |
| Drug Activity: N/A | Drug Type: N/A | | Quantity: 0 | |
| Drug Unit: | | Drug Value: 0 | | |

| CLEARANCE INFORMATION | | | |
|---|---|---|---|
| Clearance Type: UNFOUNDED | | | |
| Exception Type: | Cleared: 01/12/2018 | Adult/Juv. | #Arrests: |

| METHODS OF OPERATION | | | | |
|---|---|---|---|---|
| | | | | |
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|---|---|---|---|
| Officer: Buchanan, Charles | ID Number: | Approval/Date: cbuchana | 1/13/2018 |
| Supervisor Approval/Date: dortado | | 1/25/2018 | |

16-02103 (Supp)

On 1/4/2018 I was made aware of a case investigated by Ofc. Sudhoff in regards to a possible tampering with evidence case involving a, Janine Alexander. Ms. Alexander is alleging that her ex-boyfriend, Mr. Gallas had not given the police all the evidence in her battery case and that the video that is in evidence was tampered with. She stated that she received a text from him where he told her that he had "7 minutes" of video. Ms. Alexander is claiming that due to his statement and the fact a video of much less time was sent to the police he had tampered with the video and that there was much more to the case than what the police saw that night, thus affecting the investigation.

On 1/8/2018 I spoke with Ofc. Vo, who was the investigating officer in reference to the case in question (15-02542). I showed him the video that was placed into evidence. He advised that the video (54 seconds of it) is what he saw that night of the incident when he was on scene. Ofc. Vo stated that he had asked Mr. Gallas to email him the video. Ofc. Vo stated that Mr. Gallas was not tech-savvy enough to do this so Ofc. Vo was allowed to send the video to his police department email from Mr. Gallas' phone. Ofc. Vo stated that he was not shown 7 minutes of video but only the video that shows Ms. Alexander grabbing the other victim in this case by the arm.

On 1/9/2018 I spoke with Mr. Gallas in reference to the incident in question. Mr. Gallas stated that Ms. Alexander had come into his apartment while he was painting and after a while she was no longer welcomed due to her making unwanted advancements towards him. He had asked her to leave but she refused and became more agitated as the situation became more heated. Mr. Gallas stated that Ms. Alexander went out onto his porch where he stated he locked her in and that he might have made a brief recording of her in this agitated state to protect him but turned it off as his neighbor, Joyce, had stopped by after hearing the argument and entered the apartment. Mr. Gallas stated that he started the recording back up and that is what was sent in as evidence. Mr. Gallas could not confirm nor deny whether or not Ofc. Vo was the one who emailed the video from his phone. As he stated he could not remember. I asked Mr. Gallas if there was any additional video in reference to the incident concerning case# 15-02542. Mr. Gallas stated that he had recorded approximately a minute of video prior to the incident in question. I asked Mr. Gallas about the statement of 7 minutes of video that he placed in his sworn affidavit. Mr. Gallas stated that he did not remember making 7 minutes of video and did not know why he put that amount in his statement. The other time amount he did admit to taking was no longer available as it had been deleted.

I spoke to Ms. Alexander on several occasions. Her statement is that Mr. Gallas invited her into the apartment and was not asked to leave until after a long time in the apartment. She is claiming that Mr. Gallas asked her to go check on some pillows on the porch and then locked her on the porch against her will and videotaped that encounter which corresponds to what Mr. Gallas stated to me during my interview. However Mr. Gallas claims that due to her agitated state he did this to protect himself and call the police for her refusing to leave the apartment after being told to do so. Ms. Alexander also claimed that Mr. Gallas intentionally locked her on the porch area against her will and began to taunt her for ruining his chances with other women. She claims to have been calling for help but no one came. It was then after she began yelling did he let her out from the porch. Not soon after that is when his neighbor, Joyce, came to the apartment and the events that led up to her arrest for battery on Joyce began to unfold.

Based on my investigation I can find no probable cause to believe that Mr. Gallas tampered with the evidence in question. There is no evidence to prove that the video, which was used to convict Ms. Alexander, was altered in anyway prior to Ofc. Vo seeing it for the first time after arriving on scene. Also, her claims of being kidnapped or falsely imprisoned could not be substantiated due to Mr. Gallas stating he did so to protect himself and then let her out, showing he had no intent of keeping her imprisoned. Mr. Gallas did state in a sworn statement that he had 7 minutes of video but only 54 seconds of video were sent to evidence and he stated to me that he had only made maybe a one minute video prior to the 54 second one. Even though he stated he had 7 minutes of video in a sworn affidavit it is unknown if he really did or not thus making his statement possible.

Even though Mr. Gallas stated to Ms. Alexander that he had 7 minutes of video in a text and a sworn affidavit there is no evidence that he did. Nor is there any probable cause to believe that Mr. Gallas altered or tampered with the video that was sent in as evidence which was used as evidence in her being prosecuted for the battery charge. I will be completing a supplemental report to Ofc. Sudhoff's original report (16-02103), closing the case out as unfounded.

| | | | |
|---|---|---|---|
| Officer: Buchanan, Charles | ID Number: | Approval/Date: cbuchana | 1/13/2018 |
| Supervisor Approval/Date: dortado | | 1/25/2018 | |

STUART POLICE DEPARTMENT
INCIDENT REPORT

ORIGINAL

## INCIDENT INFORMATION

| | | |
|---|---|---|
| Case Number: 16-02103 | Offense: TAMPER EVIDENCE | |
| Offense Date: 02/12/2016 1530 to 02/12/2016 1545 | | Juvenile Involved: ☐ |
| Place: | Inc. Location: 830 SE MARTIN LUTHER KING JR... STUART FL 34994 | Zone: 3 |
| Forced Entry: N/A | Struct. Occupied: N/A | Location Type: GOVERNMENT/PUBLIC BLDG. |
| Weapon Type: | # Offenses: 1 | # Victims: 1 # Offenders: 1 |
| # Prem. Entered: | # Veh Stolen: | Report Entered By: HS |

## OFFENSE INFORMATION

**Offense 1**

TAMPER EVIDENCE FELONY Statute: 918.13 (CIS: 260a ) COMMITTED
Agg. Assault: N/A Drug Related: Alcohol Related:
Drug Activity: N/A Drug Type: N/A Quantity: 0
Drug Unit: Drug Value: 0

**Offense 2**

Statute: . (CIS: 0000 )
Agg. Assault: N/A Drug Related: Alcohol Related:
Drug Activity: N/A Drug Type: N/A Quantity: 0
Drug Unit: Drug Value: 0

## CLEARANCE INFORMATION

| | | | |
|---|---|---|---|
| Clearance Type: | | | |
| Exception Type: | Cleared: | Adult/Juv. | #Arrests: |

| | | | |
|---|---|---|---|
| Officer: Sudhoff, Andreas | ID Number: 133 | Approval/Date: asudhoff | 2/23/2016 |
| Supervisor Approval/Date: dortado | | 2/23/2016 | |

## NAME INFORMATION - VICTIM/WITNESS/COMPLAINANT/OTHER ( 16-02103 )

| | | | | |
|---|---|---|---|---|
| VICTIM | 01 | Name: ALEXANDER , JANINE | W F 02/11/1961 | Age: 55 |
| SSN: REDACTED | | Driver's License Nbr: [redacted] | | DL State: FL |
| Employer: | | | Emp Phone: ( ) | |
| Address: 5883 SE 47TH AVE | | STUART , FL . 34997 | Home Phone: ( 772 ) 284-1188 | |
| Resid. Category: COUNTY | | FULL YEAR | VICTIM of OFFENSE 1 | |
| Vic Type: ADULT | | Offender Relationship: | | Domestic Violence: N/A |
| Injury Extent: | | 1st Inj. Type: | 2nd Inj. Type: | |

## NAME INFORMATION - SUSPECT/MISSING PERSON ( 16-02103 )

| | | | | |
|---|---|---|---|---|
| SUSPECT | 01 | Name: GALLAS , DENNIS | W M 04/11/1957 | Age: 58 |
| SSN: REDACTED | | Driver's License Nbr: [redacted] | | DL State: FL |
| Employer/School: | | | Emp/Sch Phone: ( ) | |
| Address: 11215 SW PEMBROKE DR | | PORT ST LUCIE , FL . | Home Phone: ( 772 ) 285-5629 | |
| Scars: | | Clothing: | Hgt: 511 | Wgt: |
| Eyes: | Hair: | Length: | Style: | Facial: |
| Build: | Teeth: | Speech: | Special: | Veh. Type: |
| Veh. Year: | Make: | Model: | Style: | Color: | Tag: Yr: |
| Missing Type: | Foul Play: | Prev Missing: | Prints Avail: | Photo: |
| Dental: | Last Seen: | at | Condition: | |
| Destination: | Medications: | Recovery Type: | | |

16-02103 TAMPER EVIDENCE ORIGINAL

On 2/12/16 I was dispatched to the Stuart Police Station in reference to a tampering with evidence call.

Upon arrival I made contact with the complainant, Janine Alexander, in the lobby of the Stuart Police Station.

Alexander presented to me a letter she had written in reference to case number 15-02542. She told me that in this case she was arrested during this incident. She further explained that after she got arrested and she was in Jail she had hired a public defender and at one point pled out her case.

The events that took place during this incident in 2015 were not to her liking and she stated she went to the State Attorney's Office in order to have the video that was allegedly 7 minutes long be resubmitted because only 2 minutes of this video was used to her conviction. Alexander brought me a copy of the statute 918.13 F.S. pointing out the section she thinks would qualify for her case.

She stated that at the time of this incident she was not able to give her side of the incident and was falsely arrested. She briefly explained the incident to me and told me that the neighbor and her at the time boyfriend put their hands on her and were yelling at her. Alexander stated that both parties were the primary aggressors in this case and false statements and presented evidence lead to her getting arrest falsely. Alexander told me that this damaged her reputation to the point she cannot even find any work anymore.

Alexander spoke to the State Attorney's Office who told her to file a report with the Stuart Police Department in order to have the State Attorney review her case.

A copy of the paperwork Alexander submitted is attached to this report.

| | | | |
|---|---|---|---|
| Officer: Sudhoff, Andreas | ID Number: 133 | Approval/Date: asudhoff | 2/23/2016 |
| Supervisor Approval/Date: dortado | | 2/23/2016 | |

# COMPLAINT AFFIDAVIT

Stuart Police Department
Case #: 16-02103
OFC. A. SUDHOFF #133

**DEFENDANT:** DENNIS GALLAS

| Address | | | Home Phone: |
|---|---|---|---|
| 11215 SW PEMBROKE DRIVE | | | 772 2855629 |
| City | State | Zip: | Employer: |
| PSL | FL | 34987 | |

| Age: | DOB: | Race | Sex | Height | Scars/Marks: |
|---|---|---|---|---|---|
| 58 | 04/11/1957 | WHITE | MALE | 511 | |

Hair Weight: Eyes: Social Security: [redacted]

**TYPE OF COMPLAINT:** ~~TRIAL~~ TAMPERING WITH EVIDENCE 918.13

Date and Time of Occurrence: 02/12/2016 at 1530 (Military time)
Offense Location: 830 SE MARTIN LUTHER KING JR. BLVD
STUART FL 34994

**COMPLAINANT** JANINE ALEXANDER

| Address | | | Home Phone |
|---|---|---|---|
| 5883 SE 47TH AVE | | | 772 2841188 |
| City | State | Zip | |
| STUART | FL | 34997 | |

**NATURE OF COMPLAINT:**

On 02/12/2016 the complainant Janine Alexander came to the Stuart Police Station to file this 2015 incident, related to case #15-02542 occurred, in which she was arrested and later on pled no contest for her charges.
Alexander stated that she returned now to the Stuart Police Department because the allegations against her were not accurate and the evidence presented in this case were tampered with. According to her statement she made contact with the Martin County State Attorney's Office where she was notified that a 7 minute video documenting the incident in question existed, however, only 2 minutes of the video were shown and used as evidence in her case for conviction. Alexander stated that the shortened version of this video only shows this incident one sided and does not reveal what had occurred. The complainant claims that the evidence was not presented properly and she was not questioned about her side to this incident. She also added that her now ex boyfriend made false statements that ultimately lead to her false arrest and conviction.
The complainant did bring a copy of F.S. 918.13 and pointed out that the available evidence in this case was altered with and parts of it was kept concealed.

**I swear the above statement is correct and true to the best of my knowledge and belief.**

3/16/16

NOTARIZATION

Affiant's Signature

On 3/16/16 I was completing a complaint affidavit and presenting it to the State Attorney, Nita Denton.

Denton denied the warrant based on no probable cause on the complainants accusations. The complainant was notified about the outcome of this case.

This case will be closed.

| | | | |
|---|---|---|---|
| Officer: Sudhoff, Andreas | ID Number: | Approval/Date: asudhoff | 3/25/2016 |
| Supervisor Approval/Date: dortado | | 4/2/2016 | |

CITY OF STUART DEPARTMENT OF POLICE
CITIZEN COMPLAINT FOR INTERNAL INVESTIGATION

The Stuart Police Department will investigate any citizen complaint brought against its personnel. To establish a legitimate complaint and to initiate an internal investigation, this form must be signed and sworn to.

COMPLAINANT NAME: Janine Alexander
ADDRESS: Formerly 2600 SE Ocean Blvd. Y-3, Stuart FL 34996
Currently 1510 Lethia Dr. Nashville TN 37211

PHONE NUMBER: 772-284-1188 BUSINESS PHONE: _____

EMPLOYEE(S) NAME(S): Officer V, Sgt. Cerputo, Derek Ortado, Chris Heitfelt, Gerwan Charles Buchanan, Chief Dyess

NATURE OF COMPLAINT: Violation of Policy 27 (Evidence) and Disregard for Policy 28 (Domestic Violence) and when apprised that Dennis Gallas battered Alexander and falsely imprisoned on Feb 27, 2015 refused to charge. Further, when Alexander reported Gallas tampered with video of Feb 27, 2015, to Sudhoff then to Officer Ortado & Buchnan, appropriate actions were not taken, see attached.

I agree to fully cooperate with the Stuart Police Department by giving sworn testimony, if requested, as to the full and complete details of the event leading to this action. I will produce all witnesses to this event known to me. If I fail to follow through with an interview, or do not cooperate with the investigator so a sworn statement can be taken, I understand that this complaint will be deemed to have been withdrawn by me. In that event, I will expect that no action will be taken against the employee(s).

Should an investigator need to schedule an interview with me, I am most easily contacted as indicated below:

772-284-1188 or janinealex@hotmail.com

I, Janine A. Alexander, do hereby swear or affirm that the factual allegation(s) made by me above in this complaint are, to the best of my knowledge and belief, true and based upon fact.

Janine A. Alexander
Complainant's Signature

The foregoing instrument was acknowledged before me this 7 day of February, 20 18 by Janine Alexander who has produced Drivers License as identification and who did/did not take an oath.

JASMINE PATTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Police Officer or
Notary Public, State of Florida at Large - Commission Expires:

Rev. 1/06

Provided by Nicole @ city manager office 2/1/2018

STUART POLICE DEPARTMENT
INCIDENT REPORT

SUPP

| INCIDENT INFORMATION | | | |
|---|---|---|---|
| Case Number: 16-02103 | Offense: TAMPER EVIDENCE | | |
| Offense Date: 02/12/2016 1530 to 02/12/2016 1545 | | Juvenile Involved: ☐ | |
| Place: STUART POLICE D | Inc. Location: 830 SE MARTIN LUTHER KING JR... STUART FL 34994 | | Zone: 3 |
| Forced Entry: N/A | Struct. Occupied: N/A | Location Type: GOVERNMENT/PUBLIC BLDG. | |
| Weapon Type: N/A | # Offenses: 01 | # Victims: 01 | # Offenders: 01 |
| # Prem. Entered: 00 | # Veh Stolen: 00 | Report Entered By: HS | |

| OFFENSE INFORMATION | | | | |
|---|---|---|---|---|
| **Offense 1** | | | | |
| TAMPER EVIDENCE | FELONY | Statute: 918.13 | (CIS: 260A ) | COMMITTED |
| Agg. Assault: N/A | | Drug Related: | | Alcohol Related: |
| Drug Activity: N/A | Drug Type: N/A | | Quantity: 0 | |
| Drug Unit: | | Drug Value: 0 | | |
| **Offense 2** | | | | |
| | | Statute: . | (CIS: 0000 ) | |
| Agg. Assault: N/A | | Drug Related: YES | | Alcohol Related: |
| Drug Activity: N/A | Drug Type: N/A | | Quantity: 0 | |
| Drug Unit: | | Drug Value: 0 | | |

| CLEARANCE INFORMATION | | | |
|---|---|---|---|
| Clearance Type: UNFOUNDED | | | |
| Exception Type: | Cleared: 01/12/2018 | Adult/Juv. | #Arrests: |

| METHODS OF OPERATION | | | | |
|---|---|---|---|---|
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| | | | |
|---|---|---|---|
| Officer: Buchanan, Charles | ID Number: | Approval/Date: cbuchana | 1/13/2018 |
| Supervisor Approval/Date: dortado | | 1/25/2018 | |

16-02103 (Supp)

On 1/4/2018 I was made aware of a case investigated by Ofc. Sudhoff in regards to a possible tampering with evidence case involving a, Janine Alexander. Ms. Alexander is alleging that her ex-boyfriend, Mr. Gallas had not given the police all the evidence in her battery case and that the video that is in evidence was tampered with. She stated that she received a text from him where he told her that he had "7 minutes" of video. Ms. Alexander is claiming that due to his statement and the fact a video of much less time was sent to the police he had tampered with the video and that there was much more to the case than what the police saw that night, thus affecting the investigation.

On 1/8/2018 I spoke with Ofc. Vo, who was the investigating officer in reference to the case in question (15-02542). I showed him the video that was placed into evidence. He advised that the video (54 seconds of it) is what he saw that night of the incident when he was on scene. Ofc. Vo stated that he had asked Mr. Gallas to email him the video. Ofc. Vo stated that Mr. Gallas was not tech-savvy enough to do this so Ofc. Vo was allowed to send the video to his police department email from Mr. Gallas' phone. Ofc. Vo stated that he was not shown 7 minutes of video but only the video that shows Ms. Alexander grabbing the other victim in this case by the arm.

On 1/9/2018 I spoke with Mr. Gallas in reference to the incident in question. Mr. Gallas stated that Ms. Alexander had come into his apartment while he was painting and after a while she was no longer welcomed due to her making unwanted advancements towards him. He had asked her to leave but she refused and became more agitated as the situation became more heated. Mr. Gallas stated that Ms. Alexander went out onto his porch where he stated he locked her in and that he might have made a brief recording of her in this agitated state to protect him but turned it off as his neighbor, Joyce, had stopped by after hearing the argument and entered the apartment. Mr. Gallas stated that he started the recording back up and that is what was sent in as evidence. Mr. Gallas could not confirm nor deny whether or not Ofc. Vo was the one who emailed the video from his phone. As he stated he could not remember. I asked Mr. Gallas if there was any additional video in reference to the incident concerning case# 15-02542. Mr. Gallas stated that he had recorded approximately a minute of video prior to the incident in question. I asked Mr. Gallas about the statement of 7 minutes of video that he placed in his sworn affidavit. Mr. Gallas stated that he did not remember making 7 minutes of video and did not know why he put that amount in his statement. The other time amount he did admit to taking was no longer available as it had been deleted.

I spoke to Ms. Alexander on several occasions. Her statement is that Mr. Gallas invited her into the apartment and was not asked to leave until after a long time in the apartment. She is claiming that Mr. Gallas asked her to go check on some pillows on the porch and then locked her on the porch against her will and videotaped that encounter which corresponds to what Mr. Gallas stated to me during my interview. However Mr. Gallas claims that due to her agitated state he did this to protect himself and call the police for her refusing to leave the apartment after being told to do so. Ms. Alexander also claimed that Mr. Gallas intentionally locked her on the porch area against her will and began to taunt her for ruining his chances with other women. She claims to have been calling for help but no one came. It was then after she began yelling did he let her out from the porch. Not soon after that is when his neighbor, Joyce, came to the apartment and the events that led up to her arrest for battery on Joyce began to unfold.

Based on my investigation I can find no probable cause to believe that Mr. Gallas tampered with the evidence in question. There is no evidence to prove that the video, which was used to convict Ms. Alexander, was altered in anyway prior to Ofc. Vo seeing it for the first time after arriving on scene. Also, her claims of being kidnapped or falsely imprisoned could not be substantiated due to Mr. Gallas stating he did so to protect himself and then let her out, showing he had no intent of keeping her imprisoned. Mr. Gallas did state in a sworn statement that he had 7 minutes of video but only 54 seconds of video were sent to evidence and he stated to me that he had only made maybe a one minute video prior to the 54 second one. Even though he stated he had 7 minutes of video in a sworn affidavit it is unknown if he really did or not thus making his statement possible.

Even though Mr. Gallas stated to Ms. Alexander that he had 7 minutes of video in a text and a sworn affidavit there is no evidence that he did. Nor is there any probable cause to believe that Mr. Gallas altered or tampered with the video that was sent in as evidence which was used as evidence in her being prosecuted for the battery charge. I will be completing a supplemental report to Ofc. Sudhoff's original report (16-02103), closing the case out as unfounded.

| | | | |
|---|---|---|---|
| Officer: **Buchanan, Charles** | ID Number: | Approval/Date: *cbuchana* | 1/13/2018 |
| Supervisor Approval/Date: *dortado* | | 1/25/2018 | |

Ms. Denton:
I received your email, dated 12-8-2017, Saturday at 6:47 am.
You stated, "Please be advised that our office does not conduct investigations."
This is understood. However, the information that I provided was in response to an investigation conducted by Officer Sudhoff, as a complaint was filed by me on Feb. 12, 2016 in regards to the suspect Dennis Gallas and Tampering with evidence, F.S. 918.13.
Officer Sudhoff was provided supporting documents at the time of filing the complaint, which I found recently while researching another matter. The documents had been misfiled in Case No. 15-02542.
In addition, I found the statements of Gallas and O'Connell.
It was on the evening of Feb. 27, 2017, that Dennis Gallas recorded video on his cell phone as reported to the police in his statement of 2-27-2015, taken by Officer Vo. and again in a statement on March 1, 2015. "**I have the last 7 minutes on video on my phone.**" By his own admission, Gallas turned in 2 minutes to the police. Per the Text message of March 17, 2015, "The police have seen seven minutes **I submitted two minutes** of that you are totally wrong everything was recorded."

I was recently provided a Case report from your office which states, "No probable cause to show defendant was even involved in the case or touched the evidence." Dated 3/16/2016
Case No. 4316WF001110A Defendant: Gallas, Dennis: C/C Warrant was requested and denied.

I obtained a copy of the video from the SA office, as well as from Stuart Police evidence clerk.
Both videos are remarkably less than 1 minute long. It appears that the video which originated from Mr. Dennis Gallas is not the 7 minutes that he recorded, but less than the 2 minutes that he claimed to have submitted.
Under F.S. 918.13, **Tampering with evidence occurs, "when a person alters, destroys or conceals a record or physical evidence with the intent to impair the use of that evidence, while he or she is aware that an investigation or criminal proceeding is underway or about to be underway".**
These events would appear to qualify as Tampering with evidence and suggest probable cause.

In addition, the video displays O'Connell carrying a wine glass in her hand and further mention in text messages suggest that she had consumed at least 2 glasses of wine the evening of the event. However, there is no documentation that her blood alcohol was tested or that the wine glass was there when the police took their report, indicating it was removed from the scene. O'Connell declined medical treatment as stated in the report. I was taken to the ER for treatment of a Panic attack. I maintain that I was attacked by both Gallas and O'Connell, and made the phone call for assistance that evening.
I have pictures of bruising from where Mr. Gallas grabbed me the night of Feb. 27, 2015 and prevented me from leaving before Ms. O'Connell arrived and the video was taken. Ms. O'Connell assisted him in attempting to "pull" me out of the condominium. It is recorded in my statement that evening and in a supplement statement on March 8, 2017. Further viewing of the video, it is seen that I was leaving voluntarily when pushed by Ms. O'Connell.
I would be more than glad to provide an affidavit of facts and pictures of my hand and arm from that evening. Assault and battery carry a 4 year statute of limitations. If you need me to resend any of the documents that I have referenced, please make your request known.
You may note that I recently filed a Motion to Amend a Judgment, and Ms. Kaitlyn Bingham is in receipt of copy, as of Dec. 12, 2017. It might interest you to research this matter further.
Respectfully, Janine Alexander

**APPENDIX A**
**STUART POLICE DEPARTMENT**
**INITIAL NOTICE OF INQUIRY (I.N.O.I.)**

To: Chief of Police

CHIEF'S OFFICE USE ONLY

Reviewed by the Chief of Police

Via: Captain ☐ Sergeant ☐ Corporal ☐

From: recommended by Mike Mortell

Inquiry Date: Feb 2, 2018 Time: phone call 11:30 Time and Date of Alleged Violation: Apr. 3, 2015

Description of Alleged Violation: Excessive Force, False Arrest, and False account of events

An inquiry has been made concerning: Nygun Vo & Sgt. Gerwan in policereport
Employee ID Number

The inquiry originated:

☐ In Person ☒ By Letter emailed ☐ By Telephone ☐ Other – See Narrative

Janine A. Alexander F C 2-11-1961
Name of Complainant Sex Race Date of Birth

formerly: 2600 SE Ocean Blvd. Y-3 Stuart FL 34996
1510 Lethia Dr. Nashville TN 37211 772-284-1188
Address Zip Home Phone Work Phone

Email address: janinealex50@hotmail.com

Setting forth the following circumstances:

Officer Vo is named on the following reports naming Alexander as suspect!

Case No! 15-02542, 15-04346, 15-04713, 15-04717

After making a number of recent requests for records, I received an audio file (Mp3) sent by Officer Leung by email on Feb. 2, 2018. This is the first time of receipt of such as I was formerly told policy 377 applied. I am also in possession of the Arrest Affidavit written presumeably by Vo. I was arrested on Apr. 13, 2015, after I tried to call 9-1-1 to get a back up officer as Officers Vo & Gerwan asserted they were not going to write a report in regards to my complaint that Dennis Gallas chased me across the parking lot asserting to have me arrested for tresspassing. I was not in proximity to his condo of 500 ft. I considered him harassing me, he immediately called police. I called as well.

[Attach Supplements]

Officers Vo & Gerwan came to my condo, Y-3, to question me and I informed them of the events to which they did not take notes. It aroused my concerns as Vo had been the lead officer on Feb. 27, 2015, when I was battered & locked on the lanai and it went unreported and

(cont. on back →)



(Acquired through email by Farnham 1/26/18)

# Investigation Summary Report

Citizen Complaint, Janine Alexander
Allegation: Violation of Stuart Police Department Policy #27
Police Department

**Background:** On February 27, 2015, Stuart Police were dispatched to a disturbance in the Vista Pines Community. In Officer Nghoan Vo's report, dated March 12, 2015, he writes, "[Dennis] Gallas was able to provide me with video footage from his cell phone that he recorded during his conversation with [Janine] Alexander in his home and with [witness, Joyce] O'Connell there. Gallas sent the video to me via email for evidence in this case. I transferred the video camera footage into evidence when I was back at the police station." In Ms. Alexander's complaint, she references Mr. Gallas's statement to the Police, in which he claims he had 7 minutes of video on his phone; however, only 55 seconds of video were submitted.

On January 4, 2018, Sgt Charles Buchanan was made aware of a case in which tampering with evidence was alleged by Ms. Alexander. Officer Andreas Sudhoff investigated, and Sgt Buchanan was tasked to investigate further. During the investigation and on January 9, 2018, Mr. Gallas retracted his comment regarding possession of a 7-minute video and did not know why he said that initially back in 2015. Ms. Alexander believes that Mr. Gallas had the opportunity to tamper with evidence in the submission of 55 seconds of video, rather than 7 minutes. Sgt Buchanan's report states, "I can find no probable cause to believe that Mr. Gallas tampered with the evidence in question." Sgt Buchanan also reported that Officer Vo, upon questioning, advised the only video he saw and admitted into evidence was the 55-second video.

**Complaint:** In a complaint received by the City Manager's Office on February 18, 2018, Ms. Alexander alleges "tampering with evidence" in the aforementioned incident. Furthermore, she alleges that Chief David Dyess sent an email to her on January 5, 2018 in reference to her allegation of tampering with evidence, and she believes the content of that email directly conflicts with Stuart Police Department Policy 27 (Evidence, Property, and Crime Scene). Specifically, Ms. Alexander stated in her complaint, "As Chief Dyess was notified on January 4, 2018 of my concerns in regards to Tampering with the Evidence, that of the video held by Gallas and submitted into evidence by and through Officer Vo and that only 55 secs of a video which Gallas maintained started as '7 minutes' in his formal police statement of March 2, 2015. The Chief's comment in email was to the effect that an officer can instruct a witness as to what or how much evidence should be submitted. This is in direct conflict with Policy 27, as it pertains to maintaining the authenticity of record."

Chief Dyess' response to her allegations in an email dated January 5, 2018 and sent at 10:02 a.m. states, "As for the tampering allegation, there is no tampering if the officer got the recording that he requested and I am of the understanding that he did. In other words if there was 7 minutes of video and the officer asked for the clip that was shorter and got that then it is not tampering."

Roz Johnson, Human Resources Director, was tasked by the City Manager to investigate the allegations made specifically against Chief David Dyess in Ms. Alexander's complaint.

# Investigation Summary Report

Citizen Complaint, Janine Alexander
Allegation: Violation of Stuart Police Department Policy #27
Police Department

**Findings**: Ms. Alexander states in her complaint, "This is in direct conflict with Policy 27, as it pertains to maintaining the authenticity of record." Policy 27 states, "All members will preserve the condition of the evidence during and after collection." It further states "Members will use a systematic approach while collecting evidence." The 55-second video remains intact and is preserved in accordance with policy. Based on the investigations conducted by the Police Department, it appears that Officer Vo was in compliance with Policy 27. Specifically, Sgt Buchanan stated in his report that while on scene, Officer Vo asked Mr. Gallas to email the video to him from his phone at that moment; however, "Mr Gallas was not tech-savvy enough to do this, so Officer Vo was allowed to send the video to his police department email from Mr. Gallas' phone. Officer Vo stated that he was not shown 7 minutes of video but only the video that shows Ms. Alexander grabbing the other victim in this case by the arm."

In discussion with Chief Dyess, he was asked when it would be appropriate for an officer to request a shorter clip of a longer video. Chief Dyess stated there are times when a video of irrelevant frames, such as lengthy video of outdoor scenery, precede video footage that is material to a crime. In such cases, the video can be trimmed and submitted as evidence. The process of trimming video in such a situation is not deemed "tampering with evidence." However, that was not the case with the video in question in this complaint, specifically as outlined in Sgt Buchanan's report and other reports as submitted.

**Conclusion:** There is no evidence that any video existed other than the 55-second video, and there is no evidence of any video being altered prior to submission as evidence. I am unable to find a direct reference in Policy 27 which would lead Ms. Alexander to claim that Chief Dyess' comments in his email of January 5, 2018 were in violation of said policy. Furthermore, Ms. Alexander's claim of tampering with evidence was deemed "unfounded" in Sgt Buchanan's report, and Assistant State Attorney Nita Denton also denied the tampering with evidence complaint on March 16, 2017.

There is no connection between Chief Dyess' comment in email and Policy 27, and there is no evidence that the video in question was tampered with. As such, the allegation against Chief Dyess is unsubstantiated.

Roz Johnson
Human Resources Director
April 19, 2018

# City of Stuart

121 SW Flagler Avenue * Stuart * Florida 34994

David M Ross, PhD
City Manager

Telephone: (772) 288-5312


**INTEROFFICE MEMORANDUM**

**TO:** MIKE MORTELL, CITY ATTORNEY

**FROM:** DAVE ROSS, CITY MANAGER

**SUBJECT:** CITIZEN COMPLAINT INVESTIGATION RESULTS

**DATE:** APRIL 19, 2018

I received a citizen complaint against Chief Dyess on or about February 18, 2018. The complainant, Ms. Janine Alexander, alleged misconduct on behalf of the police and specifically Chief Dyess for improper handling of the incident. I assigned HR Director Roz Johnson to investigate.

On April 19, 2018 I received Ms. Johnson's Investigative Summary Report. I reviewed the report and based on the report's conclusion that the complaint is unsubstantiated, I am taking no further action on this matter.

EM 10-21
7/31/18
9:05 pm

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FL**

| | |
|---|---|
| **JANINE A. ALEXANDER, pro se** **PLAINTIFF** | ) |
| v. | ) |
| **CITY OF STUART, FL** in Martin County, FL **STUART POLICE DEPARTMENT,** Stuart, FL and the following Police officers individually **and severally, in their official capacities,** Officer Vo, Officer Heitfeld, Officer Cernuto, Officer Osinga, Officer Pope, Officer Ortado, Officer Buchanan, and Officer Sudhoff former Chief of Police, David Dyess, Additionally, City Attorney, Michael Mortell **ASST. STATE ATTORNEYS,** Nita Denton and Kaitlyn Bingham , **DEFENDANT(S)** | )Case No: 432018CA0Q0721CAAXMX |

**SUMMONS**

PERSONAL SERVICE ON AN INDIVIDUAL(S) TO: Each sheriff of the state You are commanded serve this SUMMONS AND a copy of the COMPLAINT in this lawsuit on: Defendant(s):

**In accordance with FL Statute 768.28:**
**Stuart Police Department, by and through City Attorney, Michael Mortell**
**City of Stuart, City Hall**
**121 SW Flagler St.**
**Stuart, FL 34994 Phone: 772-288-5386**

**A lawsuit has been filed against you.** You have Twenty (20) calendar days from the time this Complaint and Summons are served on you to file a written response in this court of jurisdiction. A phone call will not protect you; your written response, including the above number and named parties, must be filed if you want the court to hear your case. If you do not file your response on time, you may lose the case, and wages, money and property may thereafter be taken without further warning of the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service or the Florida Bar. If you chose to file a response, at the time you file with this Court, you must serve an exact copy on the Plaintiff or Plaintiff's attorney named below:

7/27/18

Janine A. Alexander, Pro se
1510 Lethia Dr.
Nashville,TN 37206
772-284-1188
janinealex50@gmail.com

Formerly of
2600 S.E. Ocean Blvd., Y-3
Y-3
Stuart, FL 34996

CAROLYN TIMMANN
by signature Clerk of the Circuit Court: By:

Deputy Clerk

Electronically Filed Martin Case # 18000721CAAXMX 07/26/2018 09:53:28 PM

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FL**

| | |
|---|---|
| **JANINE A. ALEXANDER**, Pro se Plaintiff | ) |
| vs. | ) |
| **CITY OF STUART, FL** in Martin County, FL<br>**STUART POLICE DEPARTMENT**, Stuart, FL<br>and the following Police officers individually and severally, in their official capacities, Officer Vo, Officer Heitfeld, Officer Cernuto, Officer Osinga, Officer Pope, Officer Ortado, Officer Buchanan, and Officer Sudhoff<br>The Chief of Police, David Dyess,<br>and City Attorney, Michael Mortell and<br>**Assistant State Attorney Nita Denton and Kaitlyn Bingham,** DEFENDANT(S) | )Case No: 432018CA000721CAAXMX |

**AMENDED COMPLAINT**

Comes now, Plaintiff, Janine A. Alexander, acting pro se, in this instant matter. This action is brought in accordance with Florida Statutes 768.28 – Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs. This cause of action is brought asserting Negligence, Excessive force, Depraved Indifference/Reckless Disregard, Intentional Infliction of Emotional Distress, resulting in financial and property losses, emotional distress, physical and psychological injury whereby the Plaintiff is due recovery under this act resulting from the Negligent acts or Omissions of the City of Stuart, Stuart Police Department and the Officers thereof.

**PREAMBLE**

(1)In accordance with s. 13, Art. X of the State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act.

**Actions at law against the state or any of its agencies or subdivisions to recover damages in tort for money damages against the state or its agencies or subdivisions for *injury or loss of property*, personal injury, or death caused by the *negligent or wrongful act* or *omission* of any employee of the agency or subdivision while acting within**

**the scope of the employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant, in accordance with the general laws of this state, may be prosecuted subject to the limitations specified in this act.** Any such action may be brought in the county where the property in litigation is located or, if the affected agency or subdivision has an office in such county for the transaction of its customary business, where the cause of action accrued. Although this court has long recognized that "under the certain conditions, the state or its agencies may be deemed to have waived the claim notice requirements of 768.28(6)," *Hutchins v. Mills*, 363 So.2d 818, 821 (Fla. 1st DCA 1978), cert. denied, 368 So.2d 1368 (Fla.1979)

We find the Supreme court's opinion in *Rabinowitz v. Town of Bay Harbor Islands*, 178 So.2d 9, 12-13 (Fla.1965), however, informative to the waiver issue here. In *Rabinowitz*, the court applied principles of waiver and estoppel in holding that the conduct of officials of a municipality was sufficient to estoppel the municipality from asserting the benefit of the claim notice provisions of section 95.241, Florida Statutes.

***The court held that where officials acquire actual knowledge of the occurrence or incident underlying the claim and they pursue an investigation of the matter which reveals substantially the same information which the required notice would have provided, and thereafter follow a course of action which reasonably leads the claimant to conclude that formal notice is unnecessary, then the filing of the notice is waived.***

***A mere investigation by agents of a city standing alone will not necessarily have the intended effect. The waiver or estoppel occurs when there is an investigation followed by action in relation to the claimant that would lead a reasonable person to conclude that further notice is unnecessary or causes such person to act or fail to act to his injury.***

***Id.***

***Although Rabinowitz involved a claim presentation requirement of a municipal charter, we believe its holding is equally applicable to the three-year presentation requirement of section 768.28(6)(a). Thus, if a claimant alleges waiver or estoppel sufficient to comply with Rabinowitz, a suit brought on behalf of such claimant would be able to withstand a motion to dismiss for failure to comply with section 768.28(6)(a).***

## JURISDICTION AND VENUE

In Accordance with Article X of the State Constitution subsection 13, this matter is brought in the Circuit Court of the 19th Judicial Circuit, in the County of Martin County, FL where the agency, albeit, City of Stuart, Stuart Police Department, and the employees of said agency are located for business. As the acts of the officers, and other employees in question were brought to the attention of the Chief of Police, David Dyess, on or about **January 5, 2018**, who has since been promoted to City Manager.

Plaintiff was informed of the INOC, and submitted a formal complaint with the Stuart Police Department dated February 2, 2018. On or about **February 8, 2018**, Plaintiff spoke with City Attorney, Michael Mortell in regards to the events in question. Mortell further explained the "Citizen's Complaint" process which was said to culminate with an SIRB hearing. As the prescribed Statute of Limitations is 3 years from the date of which the claim accrued, the Plaintiff submits to this Court and

the Department of Financial Services, the complaint is brought timely under the 3-year statute of limitations. Further, as the agency and employees involved were notified of the ongoing complaint process, it should be considered that the agency was given notice and the 6 months' notification period be waived by virtue of their acknowledgement and cooperation through the INOC process and Citizen's Complaint process, as such, Plaintiff invokes *Rabinowitz*:

***"The court held that where officials acquire actual knowledge of the occurrence or incident underlying the claim and they pursue an investigation of the matter which reveals substantially the same information which the required notice would have provided, and thereafter follow a course of action which reasonably leads the claimant to conclude that formal notice is unnecessary, then the filing of the notice is waived."***

**STATEMENT OF FACTS**

1) Plaintiff, Janine A. Alexander, was a resident of the City of Stuart located in Martin County, Florida, at the time of the events in question, from August 2013-August 2016.

2) Defendants, City of Stuart, Stuart Police Department, and the Officers named, were acting in their official capacities, at the time of the events and all relevant events thereafter. All of the acts and/or failures to act alleged herein were duly performed by and/or are attributable to defendants, individually or acting by and through their agents and employees. Said acts and/or failures to act were within the scope of any agency or employment, or were ratified by defendants.

3) In the instant matter, the Plaintiff apprised the Stuart Police in December 2017, by and through **Officer Sudhoff and his supervisor Officer Ortado**, that documents that should have been filed in Case No. 16-02103, Tampering with Evidence, complaint filed on Febraury 12, 2016 were incidentally located by the Plaintiff, in Case No. 15-02542, (Case No. 15-02542 and 16-02103) Battery of Elder. Plaintiff had made a request for any and all public records pertaining to her arrests. This finding could only have been discovered by and through the Plaintiff's due diligence.

4) The original Tampering charge was brought before the Assistant State Attorneys Denton and

Bingham, in February and March of 2016, and denied based on lack of evidence that the suspect, Dennis Gallas, didn't possessed the phone and Video ("that of 7 minutes"), though it was well documented in Case No. 15-02542, and Gallas' statement of March 2, 2015, (Denton's comments). Denton did not investigate further. Bingham did not acknowledge the letter of February 12, 2016.

5) As the Stuart Police are custodians of the records, and had the original video submitted by Gallas to Officer Vo on February 27, 2015, the Stuart Police were notified of this error and the complaint for Tampering with Evidence (FS 918.13) by Dennis Gallas. When the Plaintiff identified this error, and apprised Asst. State Attorney Denton, by letter and email, Alexander was instructed by Asst. State Attorney Denton, to renew the complaint with the Stuart Police in December of 2017. The Stuart Police then asserted they would not renew the complaint with the State Attorney's office. The misfiled documents remain uncorrected to date, July of 2018.

6) In January 2018, additional charges were asserted by Alexander against Gallas as she made a request for complete and exacting copies of Police reports (public records) from the point of the initial incident of February 27, 2015 through December of 2017. As a consequence, of the Negligence of the Officers and State Attorney's office to file the supporting documents in the appropriate Case No. 16-02103, and use due diligence, arising to Negligence and Omissions, Alexander spent a total of 184 incarcerated due to the initial charge of Battery and subsequent claims brought by O'Connell and Gallas.

7) Plaintiff was evicted from her community of Vista Pines, Stuart, FL, in April of 2015, due to the "Nuisance" that resulted from being accused of Battery and Impersonation, and arrests made on March 11, 2015, Battery and April 13, 2015 for 9-1-1 Misuse. Plaintiff held contract to purchase the condo at 2600 S.E. Ocean, Y-3, Stuart, FL 34996, current market value $70,000 USD. The contract was held void after these events and her eviction.

8) Plaintiff identified the actions of Dennis Gallas which occurred on February 27, 2015, and thereafter, to Officer Buchanan, Chief Dyess, and City Attorney, Mike Mortell, as False Imprisonment (FS 787.02), Aggravated Battery (Under Domestic Violence, FS 741.20), Lying to Law Enforcement, Perjury (FS 837.05, 837.012, 837.021). during her citizen's complaint process initiated February 2, 2018. These claims were brought within the Statute of Limitations of 3 years from the date of occurrence, (February 27, 2015). Gallas has not been charged with any charges, though Alexander asserts, he lied to law enforcement during recent investigations, constituting perjury under F. S. 322.33..

9) As the claims were reported to the Chief of Police, David Dyess, on January 5, 2018, Plaintiff was then informed of the INOC process and submitted her complaint (INOC pg 1, pg. 66 Cit. Com) against Officers Gerwan and Vo, claiming excessive force and false arrest for 9-1-1 Abuse. Plaintiff was then apprised by the administrative assistant to the City Manager of the "Citizen's Complaint" process document, February 2, 2018.

10) Plaintiff officially filed her Citizen's Complaint, herein after, (Cit. Com.) on February 7, 2018. The citizen's complaint process was to be completed by a SIRB meeting scheduled to be held on April 9, 2018. When Alexander was notified of the meeting on March 30, 2018, she made a request for ADA accommodation, that of video conference. Her request was met with an immediate cancellation of the SIRB meeting by City Attorney, Michael Mortell. The meeting has not been rescheduled to date. The Chief of Police, David Dyess has since been promoted to City Manager. Attached to this complaint, is Plaintiff's Exhibit 1, Citizen's Complaint (104 pages), though it is noted that several of the documents and pictures submitted by Alexander are missing.

11) Plaintiff asserts that Officer Vo, was questioned in regards to the claim of Tampering. Vo asserted that he had sent the video from Gallas' phone, which would have been impossible as

Vo is noted at the ER in the CAD report at the time the video was sent to his email. (Cit. Com. Pg. 34), and the time noted on separate 3 emails sent from Gallas to Vo, on February 27 and 28, 2015. Plaintiff asserts that Officer Vo and Gallas colluded in the matter and Vo misrepresented his involvement in sending or receiving the video, so that Gallas wouldn't be charged.

12) Plaintiff asserts that the initiation of these administrative proceedings should be considered a means of "giving notice" under claim notice requirements of Statute 768.28(6).

(6)(a) An action may not be instituted on a claim against the state or one of its agencies or subdivisions unless the **claimant presents the claim in writing to the appropriate agency**, and also, except as to any claim against a municipality, county, or the Florida Space Authority, presents such claim in writing to the Department of Financial Services, within 3 years after such claim accrues and the Department of Financial Services or the appropriate agency denies the claim in writing; except that, if: (b) For purposes of this section, the requirements of notice to the agency and denial of the claim pursuant to paragraph (a) are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues.

**HISTORY OF THE CASE**

13) On February 12, 2016, Plaintiff (hereinafter, Alexander) notified the Stuart Police by and through **Officer Andres Sudhoff**, of her claims that Dennis Gallas, former domestic partner, had made a sworn statement, that of, "I have the last 7 minutes of video on my phone". The statement was made as part of an investigation into a claim of Battery of an Elder, Case No. 15-02542, on Ms. Joyce O'Connell, and sworn to in statement provided to **Officers Vo and Osinga** on March 2, 2015.

14) The actual video that Alexander requested from evidence, along or about February 12, 2016, consisted of only 54-55 seconds of the events on the night of February 27, 2015. It was established by Gallas, that he and Alexander had been former domestic partners, and were discussing their relationship that evening at his condominium in Vista Pines community. Alexander was taken to the Emergency Room the night of February 27, 2015, and it is recorded that Domestic Abuse, was physical and verbal, and she gave an account of being locked on the lanai by Gallas. (Alexander Med records)

Alexander was not aware of being video taped. When she went to request the record on March 8, 2015, she was told a report was unavailable. (Alexander's Statement, March 8, and 11, 2015)

Discovery of text messages, dated March 16, 2015, held in storage, lead Alexander to request a copy of

the video from the State Attorney's office as a matter of public records, November 26, 2017.

15) Alexander confirmed that though Gallas had claimed in a sworn written statement, March 2, 2015, and in text messages March 16, 2015, that he had "the last 7 minutes of video, the police have seen 7 minutes, I submitted 2 minutes of that you are totally wrong, everything was recorded", only 54-55 seconds had been submitted into evidence in the claim of Battery of an Elder.

Tampering with Evidence under FL 918.13 states, "

**918.13 Tampering with or fabricating physical evidence. —**
**(1) No person, knowing that a criminal trial or proceeding or an investigation by a duly constituted prosecuting authority, law enforcement agency, grand jury or legislative committee of this state is pending or is about to be instituted, shall:**
**(a) Alter, destroy, conceal, or remove any record, document, or thing with the purpose to impair its verity or availability in such proceeding or investigation; or**
**(b) Make, present, or use any record, document, or thing, knowing it to be false.**
**(2) Any person who violates any provision of this section shall be guilty of a felony of the third degree.**

16) Further, Gallas stated that "Joyce and I agree 100% about what happened." O'Connell also made a sworn written statement on March 2, 2015, which included comments made in the video, indicating they had discussed, O'Connell viewed the video, and they had conspired to have Alexander charged and evicted. On March 1, 2015, O'Connell and Gallas were provided documents through an **Officer Pope** while he responded to a claim of vehicular damage by Gallas, whereby Gallas named Alexander as suspect. Pope did not interview Alexander on that event, or provide her with documents to acquire her written statement at the time he offered these to Gallas and O'Connell. Pope did not provide Alexander with the same opportunity to write a written statement. Officer Pope had responded to a claim made weeks earlier by Alexander against one of Gallas' female acquaintances named Deb.

17) On March 2, 2015, **Officer Osinga** reported picking up the statements, his signature is noted as notarizing the documents. Officer Osinga did not make any effort to acquire a written statement from Alexander, who was being named suspect in a felony charge. Osinga did not inquire as to the "7 minutes of video" which Gallas stated and swore to, denoted by Gallas' signature.

On March 3, 2015, **Officer Vo** revisited O'Connell who had changed her mind "numerous" times about pressing charges against Alexander. Officer Vo neglected to obtain a written statement

from Alexander in accordance with Policy 27, Evidence and Policy 28, Domestic Violence. Officer Vo neglected to take photos of O'Connell's injuries, or obtain medical treatment for O'Connell though she was reported to be "cut and bleeding". Officer Vo neglected to obtain "blood alcohol" testing on O'Connell or Gallas the evening of February 27, 2015, though Alexander was tested at the ER. Alexander took pictures of the injuries inflicted by Gallas that evening.

18) As a consequence, there was/is no forensic evidence of O'Connell's injuries, or that she had been drinking on the night of February 27, 2015, which contributed to her fall and injuries. Alexander was the only party who received emergency medical treatment, as documented in Police reports and the medical records from the ER visit to Martin Memorial Hospital.

19) On March 7, 2015, **Officer Heitfeld** visited Alexander's residence under the pretext that he was further investigating the Battery. Though he wore a bodycam (Body cam rec' provided, 11-26-17), he did not identify that he was recording the interrogation. Alexander stopped the discussion and insisted that a "warrant" was necessary to further any search or seizure of her phone and directed Heitfeld to exit her condo. Also, on March 7, 2015, O'Connell made a report to Stuart Police that an unknown caller had identified themselves as a Police Officer. Heitheld withheld this information until the final point of his interrogation. He did not indicate that Alexander was being charged with another felony. Alexander was not read her rights, "Mirandized". As a consequence, to Heitfeld's interrogation, Alexander devulged information that ultimately was used as "probable cause", and without being Mirandized, or told she was suspect to a crime, Alexander asserts she was entramped by Officer Heitfeld. (Body cam received 11-26-17)

20) Alexander had made statements to Heitfeld, that Gallas and O'Connell had grabbed her first the evening of February 27, 2015. It was then that she realized she hadn't been asked to make a written statement in regards to the events on February 27, 2015, as she was asked to on March 7, 2015. Officer Heitfeld was informed that Alexander was battered/assaulted and did not investigate her claim further. As a consequence, Alexander was arrested by Heitfeld at Martin Memorial Hospital, for Impersonation

of an Officer, on March 12, 2015.

21) On March 8, 2015, Alexander went to the Stuart Police accompanied by Mr. Kim Coffey to make a written statement in regards to the events of February 27, 2015. **Officer Vo** resisted taking the statement, therefore, Alexander asked to speak to his supervisor, identified as Officer Cernuto. **Officer Cernuto** wore a body cam and was recording the encounter. Alexander again reported the actions of Gallas and O'Connell as being the primary aggressors. After almost 30 minutes of discourse, Alexander was allowed to make a written statement, on March 8, 2015 with Vo notarizing.

22) On March 11, 2015 Alexander returned to Stuart Police station, and was met by an **Officer Ortado.** Alexander accounted in her written statement for assault and battery by Mr. Gallas and Ms. O'Connell, then described a series of text messages where by Mr. Gallas states, "The police were informed, we kept it a secret". Officer Ortado also signed off on documents as a supervisor in reports involving Alexander, indicating he had read them and approved the reports. Officer Ortado, signed off on the recent investigation conducted by Officer Buchanan, Case No. 16-02103 Supp.

23) On March 11, 2015, **Officers Vo, Cernuto, Heitfeld, and Osinga**, arrived at Alexander's residence at Y-3, Vista Pines at 10:30 p.m. A warrant for Alexander's arrest was'nt presented. Alexander was under siege, without warning, and took too many of her prescription medication for anxiety, then called for EMT assistance. These events were caught on Body cam of Officer Cernuto and it was evident that Alexander is in a state of panic and then decomposes as the drug takes effect, and she is taken to the ER. Officer Vo is heard saying she has PTSD as Alexander is taken away on the EMT stretcher. The body cam was turned off and back on three (3) different times while the Officers were on the exterior of Alexander's condo, which violates Policy 53, Body cam. The officers were not heard saying, "We're going to ram your door down", which is what Alexander heard them saying from inside her condo. The Officers claimed to have an Arrest Affidavit, but Alexander was not presented such. The Arrest Affidavit was not issued until March 12, 2015, the day after the event, as notarized by Officer #1594.

24) Officer Heitfeld arrested and transported Alexander to Martin County Jail on March 12, 2015. Alexander was detained until such time that she was transported to New Horizons, Ft. Pierce and released on March 15, 2015. Alexander also discovered bruising on the back of her thighs, and photos were taken after being released from New Horizons, that were not there prior to her arrest and transport, suggesting excessive force and possible "man-handling" by the arresting officer(s).

25) On March 28, 2015, Alexander was arrested again and charged on the accusation by Gallas that she had Uttered a Forged Instrument. Alexander has since had the check analyzed by a handwriting expert and used the affidavit in another case before Criminal Circuit court, Judge Mirman.

26) It is on record that between February 27, 2015 and April 13, 2015, Gallas filed 4 additional police reports with Officer Vo naming Alexander in "Criminal Mischief" complaints. Alexander was not apprised or questioned in regards to these claims, therefore unaware until she did a public records request through Stuart Police. Stuart Police were negligent in apprising Alexander of said claims. There is no evidence of her involvement in any of the claims.

27) On April 13, 2015, while walking in her community Alexander was approached and threatened by Gallas, who claimed she was tresspassing. Alexander called 9-1-1 for assitance, and was responded to by Officer Vo and Gerwan. When Alexander identified Vo as the Officer who didn't "do his job" on the Battery charge, the Officers asserted they would not write a report and walked down the breezeway. Alexander called for a backup to write the report, and as the Officers were in earshot of her conversation, they ran back and attempted to disarm Alexander of her cell phone. She questioned their actions and was taken to the ground on her knees and handcuffed. She is heard screaming to the 9-1-1 operator, "What are you doing"? The call continues as the Officers drag Alexander to their police cruiser. (Exhibit, 9-1-1 Audio file). Met at the Martin County Jail by an Officer Cernuto, Alexander is seen and heard asking why she was arrested and why she wasn't read her Miranda rights? The Officer comments, "We don't have to". As a consequence, to Alexander questioning the officers' duty to report accurately, and calling for 9-1-1, Alexander asserts the Officers used excessive force and falsely

arrested her, rather than issuing a warning for 9-1-1 Misuse. Alexander remained incarcerated for 40 days, and was held under watch in solitary confinement. As a consequence, Alexander's right to an expendiant defense was compromised.

28) Ultimately, Alexander was offered a plea deal by the State Attorney on May 22, 2015, as no contendre was explained as a neutral plea, not guilty, withholding adjudication. As a stipulation of agreement, Alexander was placed on supervised probation and subject to Mr. Gallas' accusations of VOP. Now pending is a motion to Amend before Judge Mirman, as Gallas made false statements in court on the VOP claim which ultimately violates Plaintiff's due process. Alexander remains on Probation to date due to claims by Gallas of email contact in October 2016.

**COUNT ONE- NEGLIGENCE**

Plaintiff asserts **Officer Vo** was negligent in his duties to collect crime scene evidence, both on account of Alexander and O'Connell, on February 27, 2015 and thereafter. Alexander was charged based on video presented into evidence and statements by Gallas and O'Connell which have later been contradicted. When it was stated in a sworn statement by Gallas, "I have over 7 minutes of video on my phone", The Officers Vo and Osinga were apprised of such as they both took possession of the statements and notarized them as having read them and submitting them into evidence. Further, Joyce O'Connell refused medical treatment though she claimed to be cut and bleeding, and no photos were taken to document her injuries. Officer Vo was the lead investigator and did not follow Policy 27, Evidence. As the investigation was in the preliminary stages, it was necessary to preserve all elements of evidence, including a wine glass that was in the video held by O'Connell and blood alcohol levels of O'Connell. O'Connell has since admitted to drinking the evening of February 27, 2015. (Defendant's Interrogatories, 2018-000160CA.) Gallas has since admitted to having more than 54-55 seconds of video that was submitted by him to Vo's email. (16-02103 Supp.) Alexander has since identified Gallas' actions as Tampering with Evidence, under F.S. 918.13 and Chief Dyess claimed Vo could select what evidence to submit. Chief Dyess fails to adhere to Policy 27, Evidence. Further,

when Vo established that Alexander and Gallas were former domestic partners, and Alexander asserted Gallas had assaulted/battered her, and locked her on the lanai, Vo neglected to follow Policy 28, Domestic Violence, and F.S. 741.20 Domestic Violence. Further, Gallas' actions were reported in Alexander's Medical records from Martin County Hospital ER, and when Vo presented a trespassing warning, he neglected to ask Medical personnel about Domestic abuse. (Medical records, 2/27-28/15) Officer Vo neglected to present an arrest affidavit or a warrant for Alexander on March 11, 2015, though Alexander was caught on BWC asking for them to present the warrant, they claimed to have. (BWC, 3/11/2015, @ 5:20 secs.) No warrant for search or arrest was presented.

On March 7, 2015, **Officer Heitfeld** presenting to follow up on the Battery incident, was told that Gallas and O'Connell had "their hands on me". "He tracked an unknown number here", Heitfeld presented. Heitfeld continued to question Alexander after she asked for a warrant. He continued interrogating her, by asking "who did you call"? Alexander was completely unaware that Heitfeld was recording the questioning. (Policy 53, Body Worn Cameras, Section E, and H)
Heitfeld was negligent in his duties to acknowledge that he was recording Alexander. Further, Heitfeld was negligent in accordance with Section H, "Officers using the BWC during interviews, interrogations, statements, confessions, and /or utterances will H(2) Record and document on camera and in writing when Miranda warnings are issued." Heitfeld was negligent in administering Alexander her Miranda warnings. Alexander tells Heitfeld that Gallas is harassing me. Heitfeld turned a blind-eye to Alexander's claims of *assault/battery, and harassment,* resulting in negligence to report under F.S. 741.20 and Policy 28, Domestic Violence.

In the final minutes of the video, Heitfeld explains the real purpose of his visit, that of Impersonating a Police Officer, in a very argumentative tone. Alexander emphatically denied that she identified herself as a Police Officer. As Officer Heitfeld asserts that Alexander is suspect to a crime, Alexander demanded a warrant was necessary to proceed, but He continued to represent he traced an unknown number, which presented he lied in an investigation to entramp Alexander. Plaintiff asserts

Officer Heitfeld was in "derelict of his duty" to inform Alexander of her rights to remain silent, "Miranda warning", in accordance with Policy 53, Section E and H., and her constitutional right to remain silent. As a consequence, Alexander was charged with another felony to defend.

On March 8, 2015, it was reported to **Officer Cernuto** and caught on Body cam, Officer Cernuto dismissed Alexander's reports of being "grabbed" by Gallas and O'Connell rather than follow up with investigation, denoting Negligence to follow Policy 28 (Domestic Violence), and FS 741.20, and False Imprisonment, FS. 787.02. As it was reported that Gallas locked Alexander onto his lanai, threatening her, and prohibited her from leaving his condominium. (CAD report, 2/27/2015) Officer Cernuto, Vo's supervising officer, was Negligent, arising to Derelict of Duty, when he turned a "blind eye" to the claim of Domestic Abuse and did not instruct Officer Vo to investigate the claim further.

On the morning of March 11, 2015, Alexander was met by **Sergeant Ortado,** at the Stuart Police, as Alexander explained to him that the events of February 27, 2015, and Officer's Vo negligence to follow up with her, while "keying on her" as the suspect, presented bias in the investigation. Alexander further advised Ortado that Gallas was harassing her through text messages which were impacting her emotional/psychological well-being, arising to suicidal thoughts. Officer Ortado took no precautionary actions by Baker acting Alexander. Ortado's lack of action to further investigate Alexander's claims of Domestic Abuse, Policy 28, and Gallas' harassment arose to negligence. As Ortado was in a supervisory capacity, he should have at minimal advised Vo that Alexander had asserted his investigation was fundamentally flawed by the lack of evidence collection and biased by Gallas' continued accusations and additional police reports. Sergeant Ortado was Negligent as a supervising officer, and did not instruct Vo to investigate Alexander's claims further.

On March 11, 2015, Alexander was "under siege" by 4 officers later identified on BWC as, Officer Vo, Officer Cernuto, Officer Heitfeld, and Officer Osinga. The events were caught on BWC, however, the camera was paused and resumed three (3) times during the incident. The camera is paused for approx. 9 minutes, then resumed, and again paused for approx. 25 minutes, then resumed.

for a total of approx. 34 minutes, not caught on camera. In accordance with Policy 53, BWC, Section III, A: "The BWC may only be deactivated once the interaction or incident is completed, or when the officer can articulate a valid reason to stop recording." There is no reason in the record why the BWC was deactivated, or reason noted in reports as to why it was stopped. Alexander recalls hearing the officer's assert they were going to "Ram her door down", after she was awakened to flashlights, knocking and scuffling outside her windows. As a consequence, to feeling threatened, and evoking a Panic attack in Alexander, she took too many of her prescription medications., When Alexander realized she had consumed too many pills, she called for EMT assistance. The calamity and threats of excessive force without prior warning resulted in a near death experience for Alexander, as she was taken to the ER and her "stomach pumped". (Medical records, 3/11-12/15) The officers demonstrated depraved indifference in the matter, as they were already apprised of Alexander's mental health condition and state of mind as noted by her visit to the Stuart Police and discussion with Officer Ortado earlier in the day. The officers clearly were Negligent in their duties to "Protect and Serve", when instead, they chose to approach in a fashion that was sure to trigger any reasonable person with the mental health conditions that Alexander was known to have, those being, PTSD (Post-Traumatic Stress Disorder), GAD (Generalized Anxiety Disorder), and Depression, as stated to Officer Heitfeld(March 7, 0215) and Officer Cernuto(March 8, 2015) and Officer Ortado(March 11, 2015) Further, none of the officers were heard rendering "Miranda rights" to Alexander while BWC's were recording outside or inside her apartment, while engaged in questioning her. (BWC, 3/11/15). Officers Vo, Cernuto, Heitfeld, and Ortado were fully apprised of Alexander's mental health condition and claims that Gallas had been verbally and physically abusive. These officers were Negligent in their actions, to further investigate, and/or charge Gallas and O'Connell, and instead "keyed" on Alexander, which arises to Derelict of Duty.

On February 12, 2016, Alexander reported to Officer Sudhoff, her findings after acquiring the video of February 27, 2015, and cross-referencing Gallas' Police statement (March 2, 2015), and text

messages sent by Gallas (March 16, 2015). The video turned into evidence and held by the State Attorney, timed out at 54-55 secs., considerably shorter than that of which Gallas claimed to have, "7 minutes". As Gallas' statement, a sworn affidavit of events, and the text messages confirmed his report, Alexander reported that Gallas had tampered with the video he took and submitted only a small "clip" which would reflect unfavorable actions against Alexander. Also in the video was Alexander's statement to O'Connell, "he grabbed my arm when I threw a hand cream across the room, as he was accosting me" (Video IMG, 0734). As this video was used to incriminate Alexander, Stuart Police had an obligation to secure all evidence of the events, taken the evening of February 27, 2015, as the video would have revealed Gallas' assault on Alexander, and O'Connell also grabbing Alexander, potentially absolving Alexander of the charges. A "Brady material" or evidence the prosecutor is required to disclose under this rule includes any evidence favorable to the accused—evidence that goes towards negating a defendant's guilt, that would reduce a defendant's potential sentence, or evidence going to the credibility of a witness. Brady v. Maryland, 373 U.S. 83 (1963). As Asst. State Attorneys, Denton and Bingham had knowledge of Alexander's claims of Tampering with Evidence on February 12, 2016. As such, both had an obligation to investigate the claim further for the evidence which was referenced, "7 minutes of video" taken by Gallas on February 27, 2015 and email sent from Gallas to Vo on February 27-28, 2015, Alexander was finally provided, 3 emails sent from Gallas to Vo with two different versions of the video. (IMG_0733 and IMG_0734) One of which included the statement to O'Connell, "he grabbed me over a hand cream across the room, as he was accosting me".(IMG_0734). The version Vo submitted to his supervisor, Sgt. Cernuto, on March 12, 2015, IMG_0733), did not contain the comment about Gallas grabbing Alexander.

*Brady v. Maryland* (1963), was decided by the United States Supreme Court in 1963. Since, there has been a clear constitutional duty on the part of government to disclose information that would be materially favorable to the defense in a criminal prosecution. In *Giglio v. United States* (1972) and subsequent cases, the Supreme Court expanded these mandatory disclosure requirements to issues of

witness credibility. Today, Brady has been extended to policy in a **law enforcement agency**. The purpose of such policy is **"to assure that the department and its members meet their constitutional obligations to disclose exculpatory evidence in criminal prosecutions"**, including information that would bear negatively on the credibility of material witnesses for the government—**including police witnesses.**

In December of 2017, Alexander reported the discrepancy in Police records to Officer Sudhoff and Sgt. Ortado, as she reported the Tampering initially in February of 2016, she marks these events as being to toll the Statute of Limitations to her current complaint. As the events marked a time line, the discovery of evidence that was not presented, and could not have been discovered except through her own due diligence, was necessarily hindered by the number and length of incarcerations due to the initial events, constitutes negligence to follow Policy 27 and Protocol on Evidence collection, and Policy 28, Domestic Violence by Officer Vo, Officer Cernuto and others.

On January 5, 2018, Alexander contacted Chief Dyess of the Stuart Police with her concerns about how the events unfolded and lack of attention to evidence collection. Dyess comments included, "As for the tampering allegation, there is no tampering if the officer got the recording that he requested and I am of the understanding that he did. In other words, if there was 7 minutes of video and the officer asked for the clip that was shorter and got that, then it is not tampering." Policy 27 clearly defines how evidence is to be collected and preserved at a crime scene to maintain the authenticity of the record. (Exhibit, Policy 27). Alexander further addressed with Chief Dyess the matter of Policy 28, Domestic Violence, and protocol in an email chain. Dyess dismissed Alexander's comments by referencing Alexander as a "vengeful woman".

On or about January 8, 2018, Alexander was contacted by phone, by Sgt. Buchanan and interviewed in regards to her claims, in addition she discussed charging Gallas with Battery, False Imprisonment, and Lying to Law Enforcement arising to Perjury. Subsequently, Alexander followed

with a letter to Buchanan accounting for the discussion, which took almost 1 ½ hours. An email chain followed in which Alexander was provided the resulting Case No. 16-02103 supplement. It was stated no probable cause to charge Gallas with Tampering, or any other charge, even though Gallas made statements which contradicted Alexander's claim, and which contradicted his original statement of March 2, 2017, and reported an account he had not reported previously, that of the length of video and purpose for locking Alexander on the lanai, which was never before reported.

F.S. 837.021 Perjury by contradictory statements. — (1) Except as provided in subsection (2), whoever, in one or more official proceedings, willfully makes two or more material statements under oath which contradict each other, commits a felony of the third degree

Gallas' actions qualify as perjury under Florida statute. Gallas has not been charged with any offense to date.

Alexander asserts that as the Stuart Police Chief and supervisor of his officer's, former Chief Dyess was apprised of such claim of Domestic Battery, as Alexander provided pictures and Medical reports to Buchanan by email. These claims were dismissed as Alexander being "revengeful", as stated by Buchanan in his interview, "Are you looking for justice or revenge?", on January 8, 2018.

In all accounts, Alexander made contact with Officer Vo, Officer Heitfeld, Officer Osinga, Officer Cernuto, Officer Ortado, Officer Pope, Officer Sudhoff, Officer Buchanan, and Chief Dyess, all of whom turned a "blind-eye" and neglected to investigate further her claims that she was battered and/or assaulted by Mr. Gallas, as the primary aggressor and Ms. O'Connell, as the primary aggressor, the night of February 27, 2015. Alexander's complaint was brought within the 3-year Statute of Limitations for 3rd degree felonies.

Further, it is asserted that on these occasions Stuart Police were Negligent in identifying the cause for arrest and apprising Alexander of her Miranda rights, in accordance with Policy 53, Section E and H(2) March 11, 2015, March 12, 2015, April 13, 2015.

And on April 13, 2015, Sgt. Cernuto or Heitfelt (Camera #1225) is caught on body cam saying, "We don't have to read your rights...." In Violation of Policy 53(H)(2), "Record and document on camera

and in writing when Miranda warnings are issued.", the Officers present were Negligent to advise Alexander of her right and purpose of the arrest.

Alexander identified discrepancies in Police reports, Case No. 15-02452 vs. 16-02103 in December 2018, as Alexander conducted an exhaustive public records search which included requests from Stuart Police for any and all files containing her name, CAD reports, 9-1-1 calls, State Attorney records, Probation case reports, and Medical records. Since then, Alexander learned that Stuart Police do not keep public record requests logs, as told by City Attorney, Mike Mortell in email. Alexander asserts that this is negligent on the part of Stuart Police departments and city of Stuart. as she has had difficulty tracking her initial requests by the documents she received. As of July 11, 2018, a public records request revealed that the supporting documents that were to be filed in Case No. 16-02103, remained as pages 33-42 in Case No. 15-02542, though the Stuart Police were apprised of this discrepancy in December of 2017 and failed to correct these records demonstrating Negligence in record keeping of Public records by Stuart Police Department and ultimately the City of Stuart.

**COUNT TWO:EXCESSIVE FORCE/DEPRAVED INDIFFERENCE/RECKLESS DISREGARD**

On three occasions, Alexander asserts Stuart Police officers used Excessive Force to apprehend her as a suspect to a crime: those being March 11, 2015 and March 12, 2015, and April 13, 2015.

1) It had been identified as early as February 27, 2015, that Alexander had certain mental illnesses, that precluded her ability to respond normally to encroachment, threats to her person, and overtly stressful conditions, all precluded by a diagnosis of PTSD, GAD, and Depression. Stuart Police knowingly used tactics to arrest her that constituted excessive force, depraved indifference and/or reckless disregard. Alexander identified these conditions and was caught on BWC, worn by Officer Cernuto, and Heitfeld, Vo and Gerwan, on March 7, 8, 11, 12, and April 13, 2015.
2) Alexander recalls hearing comment made about "ramming your door down" the night of March 11, 2018, though the Body cam was stopped on 3 different times during the incident in

Violation of Policy 53, Body cam operation.

Further, what could have been a routine arrest, during daylight hours, in a more "friendly" fashion, turned into SWAT team tactics, whereby the four (4) officers identified as Officer Vo, Cernuto, and Heitfeld, and Osinga, encroached upon Alexander's residence, a condominium located in a 55-plus community, at approx. 10:30 p.m., after she had retired for the evening. Alexander had taken Benadryl (Diphenhydramine) and Ibpropen, to assist her in sleeping as the events since February 27, 2015, had greatly impacted her ability to sleep and mental condition. The tactics of the Stuart Police officers were far extreme for the situation, as a warrant had not been issued, as Alexander had researched earlier that day. As Alexander felt she was experiencing a Panic Attack, when the Stuart Police were heard hammering on her front door, she took a prescribe medication, Adivan, better known as Xanax, prescribed to her for acute anxiety. She accidentally took much more than her customary dose of 1 mg. As reported to EMT's, she took somewhere between 15-18 mg. This dosage could have been lethal, if Alexander hadn't recognized her error and called for emergency medical treatment. Her condition was exacerbated by the threatening and outrageously, aggressive behavior of the Stuart Police officers. It was stated, the charges that the officers were there for that evening were that of "Battery of an Elder", on March 11, 2015, the following day March 12, 2015.

Officer Heitfeld apprehended and charged Alexander for Impersonation of LEO, and transported her from Martin Memorial Hospital. As Alexander was incoherent during the arrest, she has no recall of the event, though Officer Heitfeld is on record as the arresting officer. Alexander awakened at Martin County Jail in a "turtle suit" under "suicide watch", on March 13, 2015. She reported bruising on the backs of her thighs and requested pictures, but was told that wasn't possible by Medical personnel. Alexander was transported to New Horizon's in Ft. Pierce, where she remained until March 15, 2015, at which time she took photos of the bruising and processed them on March 19, 2015. Also, photos taken the day after

February 27, 2015, recording bruises inflicted by Gallas during the events at his condo, were processed on March 19, 2015. Alexander asserts the bruises to the backs of her thighs were inflicted by the arresting officer, Chris Heitfeld during her arrest and booking on March 12, 2015.

3) On April 13 2015, Alexander had called 9-1-1 to report harassment by her ex-boyfriend, Dennis Gallas on the premises of Vista Pines. Officers Vo and Gerwan were the reporting officers, who came to her residence, 2600 SE Ocean, Unit Y-3, Vista Pines, Stuart, FL. As Alexander was reporting the incident, she recalled that Officer Vo had been the lead officer on February 27, 2015, and she claimed he had not reported accurately. The officers turned to leave while claiming they would not file a report. Alexander then called 9-1-1 for a "back-up" to file a report. The incident is caught on 9-1-1 audio file. (MP3, 15-04717) The officers, Vo and Gerwan, turned and encroached upon Alexander out on the breezeway in front of her condo, trying to seize her cell phone from her possession. When she did not relinquish the phone, they took her down to the sidewalk, to her knees, and pulled her hands behind her back to handcuff her. Alexander is heard on the 9-1-1 recording, screaming and asking, "What are you doing?" The officers dragged her to their patrol car without notifying Alexander of her rights or why they were arresting her; without "Mirandizing" her. Upon arrival at the Martin County Jail, Alexander is caught on Body cam (Officer Cernuto or Heitfeld) asking why she was being arrested and why her rights were not given to her. The officer recording the Body cam is caught saying "We don't have to read your rights.....". Alexander asserts the actions of Officer Vo and Gerwan constituted excessive force as she had called for assistance and when she questioned them, they took aggressive action against her, and unlawfully detaining her, when a warning would have sufficed. Further, Alexander was not apprised of why she was being arrested, though she inquired repeatedly, and was not read her "Miranda" rights, in accordance with BWC Policy 53, Section E, and H. As a consequence, to the Officer Vo and Gerwan's actions

Alexander ultimately was incarcerated 40 days, from April 13, through May 22, 2015.

**COUNT THREE: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

Under Florida law, to state a cause of action for intentional infliction of emotional distress, a complaint must allege four elements: 1) deliberate or reckless infliction of mental suffering; 2) outrageous conduct; 3) the conduct caused the emotional distress; and 4) the distress was severe.

1) **Deliberate or reckless infliction of mental suffering**

As the Stuart Police had knowledge of Alexander mental condition and diagnosis as early as March 7, and March 8, 2015, as caught of BWC worn by Officers Heitfelt and Cernuto, it can be demonstrated by evidence and documentation that their actions during her arrest on March 11, 2015 at 10:30 PM in a retirement community, which resulted in her taking an excessive amount of her prescription Medication (documented by BWC of the event, worn by Cernuto, and medical records) resulted in infliction of mental suffering. The officers actions were deliberate and reckless, as they could have easily presented the warrant during daylight hours, as Alexander had researched earlier that day. There was no warrant presented or Miranda right given Alexander the evening of March 11, 2015, or when she was ultimately arrested by Heitfelt at Martin Memorial Hospital. As she was sedated due to the medications taken and given to pump her stomach, she had no recollection of the arresting event. However, in photos taken upon her release and recovery from New Horizons, Ft. Pierce, Alexander took photos of bruising to the backs of her thighs, presumably inflicted during the arrest and transport to Martin County Jail.

Further, on April 13, 2015, while reporting a harassment claim to Officers Vo and Gerwan, Alexander was encroached upon, dragged to the ground and handcuffed while all the while asking "what are you doing". Officer Vo and Gerwan, were both aware and apprised of her mental state and continued to exert excessive force under the pretext of an arrest for 9-1-1 Misuse. As Alexander was already under suspicion for 3 prior felony offenses, she was traumatized by the prospects of another charge which would surely potentially result in prison time. She was advised by the public defender to plea and did as she felt the severe distress and was under duress to decide. Ultimately, Alexander was held in

solitary confinement for 40 days, when she was released on May 22, 2015 after being offered a plea from the State Attorney.

2) **Outrageous Conduct**

As Alexander has reviewed the Policy on Arrest, Policy 43, it should be noted there were other options for her arrest. As she had been under duress and harassed by her ex-boyfriend, Dennis Gallas for weeks, she communicated to Officer Heitfelt while under interrogation, her mental state as caught on BWC on March 7, 2015. The officers had options.

The behavior of Officer Vo, Cernuto, Heitfelt and Osinga, arises to Outrageous as the arrest was made at 10:30 PM on March 11, 2015, in SWAT team style by surrounding her residence in a 55-plus community. It brought the attention of neighbors and when Alexander called for EMT assistance, the officers asserted they could give her medical treatment, as caught saying on BWC. Alexander was terrorized by there actions, being unsuspecting of the arrest as no warrant was noted earlier in the day. Alexander could have been given the opportunity to "turn herself in" if apprised of the impending arrest. Given the officers knew of her medical condition, their effort to arrest her was "Outrageous". Further, on April 13, 2015, Officers Vo and Gerwan, while Vo was already familiar with Alexander's previous event, aggressively pursued an arrest over a misdemeanor offense of 9-1-1 Misuse, though Alexander was calling for a back-up Police officer to file a report.

Further, on April 13, 2015, when Alexander arrived at the Martin County Jail for booking, Officers ignore her question as to why she was arrested and why she was not read her Miranda rights, as caught on BWC worn by(Officer Cernuto or Heitfeld). The officer is heard saying, "we don't have to read you your rights". This is outrageous conduct on the officer's part. A request for records to reveal the officer's identity was not honored by City Attorney, Mike Mortell in July of 2018.

3) The conduct of the Stuart Police officers caused the **severe emotional distress** for Alexander. Any reasonable person when arrested would experience some emotional distress. Given the officers had prior knowledge of Alexander's mental condition and the severity of the charges she was facing, as

felonies, it would be apparent to any reasonable person that these events would cause severe emotional distress. Alexander was held under "Suicide watch" at Martin County Jail from March 12, 2015-March 15, 2015. Further, she was subjected to numerous psychological and psychiatric evaluations which identified her as vulnerable, while arrested and incarcerated repeatedly.

In review of the prescription issues while at Martin County Jail, one would find they were appropriately prescribed for someone suffering from acute PTSD, and Trauma which resulted in a Psychotic state and chronic anxiety associated to the events. Medical records would reveal there is a direct relation to the exacerbated mental state of Alexander causing emotional distress.

4) **The Distress was Severe.**

Given the repeated incidence and the lack of demonstrated regard for Alexander's mental condition, it is noted by the Medical records that Alexander's Distress was severe. The mere fact that the Officer's had prior knowledge and persisted to treat Alexander with blatant disregard inflicted severe distress on Alexander. Further, when the Stuart police, individually and severally, chose to ignore Alexander's claims of Domestic Abuse(Battery and Assault) by her former Domestic partner, Dennis Gallas, Alexander continues to have flashbacks and nightmares consistent with PTSD associated to the arrests and lack of action taken by the Stuart Police against Gallas. Alexander remains under treatment for Anxiety, Depression and PTSD, as a result of these events, and takes prescribed medications for Depression and Anxiety.

AS Plaintiff has asserted a number of occurrences and involvement of 9 (Nine) total officers of the Stuart Police, she submits there was and is a pervasive attitude within the department that was shared by the Chief of Police, David Dyess. And when notified in January of 2018, Chief Dyess chose to "turn a Blind eye."Alexander followed the protocol for INOC and Citizen's Complaint but has not been afforded an opportunity for the SIRB hearing, she asserts that Mike Mortell, City Attorney has been Negligent in his duties, as the legal adviser to the city, to complete the Citizen Complaint process and by censoring the materials reviewed by Human Resources to effect outcome to the complaint.

**RELIEF or DAMAGES as Prescribed under Florida Statute 768.28. and Florida Tort Litigation.**

1) Plaintiff prays for Actual Damages, denoted as loss of Property, Liberty, and Income, as she spent in excess of 180 days incarcerated due, in part or full from the Negligent acts of the Stuart Police. As the Plaintiff held contract to purchase the condo at 2600 SE Ocean at the time of these occurrences, and it was made void due to allegations of Nuisance behavior on March 19, 2015, upon her release from Martin County Jail. Current market value $70,000.

2) Plaintiff requests Compensatory Damages, the maximum provided under Florida Statute 768.28, at $200,000 USD (per occurrence) which can be identified as separate reports made to individual Officers of Domestic Abuse and the Chief of Police in the INOC and Citizen's Complaint.

3) Plaintiff requests Punitive Damages in the amount of $500,000 USD for ongoing pain and suffering, and loss of liberty, and her pursuit of happiness in employment, as a result of the actions of the City of Stuart and Stuart Police Department and Officers named individually, and severally. Alexander was formerly as licensed classroom teacher, tutor in her community and licensed realtor in the State of Florida.

4) Plaintiff further prays that if it is determined that any of the officers acted in malice, or with reckless disregard, albeit, Vo, Cernuto, Heitfelt, Osinga, Gerwan, Pope, Ortado, Sudhoff, Buchanan, and Chief Dyess, that they serve a period of time on Administrative leave, without pay, to receive additional training in sensitivity as it applies to Policy 27, Evidence and Policy 28, Domestic Violence, and Policy 53, Body Worn Cameras, and if the court deems, to sanction said officers for Derelict of Duty to follow said policies.

5) Plaintiff further asserts that due to the lack of evidence collection and investigation on her claims of Domestic Abuse, and claims of Dennis Gallas and Joyce O'Connell which can be demonstrated as false, there was an intentional neglect to investigate, charge, arrest, or prosecute, arising to obstruction of justice. These acts of Negligence of the Stuart Police preempted Alexander's arrests and future means for Mr. Gallas to have Alexander repeatedly cast in a negative light to her Probation Officer, resulting in multiple arrests for Violation of Probation, without sufficient cause. As a consequence, Alexander suffers from chronic and repeated episodes of Anxiety, PTSD, and Clinical Depression, which impact her quality of life, daily living activities, and employment prospects as such, Plaintiff is requesting Future Pain and Suffering in the amount of $500,000 USD, for continued medical and mental health treatment. Alexander has attended an intensive outpatient treatment program at Vanderbilt University Psychiatric Hospital, in October of 2016, costing $12,000 and ongoing Psychological Services by a private provider at a rate of $150.00 hr.

6) Further, Plaintiff was a licensed public school teacher in the state of Florida, but has since lost her teaching license in Florida(2015)due in part or full to the record that was established by the repeated arrests with no conviction of guilt. Alexander was required to report these events and participate in official proceedings with the Board of Professional Responsibilities, in an effort to retain her Florida Real Estate License. Alexander paid fines to restore and protect the license, however these events cast a negative light on Alexander's professional reputation as it imputed that her behavior was unbecoming to the profession, which has impacted her ability to earn her customary

income. As a public school teacher she had been formerly salaried at $56,000 annually. As a newly licensed realtor, she had just begun a very promising career. with a projected income in her first year $75,000.

8) And any other remedies or relief that the Court deems equitable and just.

This civil action has been brought in good faith and in accordance with the time limitations and Florida Statute for Tort Liability, for Negligence, Excessive Force/Reckless Disregard, and Intentional Infliction of Emotional Distress in accordance with F.S. 768.28.

Plaintiff makes her DEMAND for jury trial in accordance with the FL Rules of Civil Procedure.

Respectfully submitted,

By Electronic Signature

Janine A. Alexander, Pro se
1510 Lethia Dr.
Nashville, TN 37206
772-284-1188
janinealex50@hotmail.com

**CERTIFICATE OF SERVICE**

I hereby certify the aforementioned COMPLAINT AND SUMMONS, have been filed on this day of July 27, 2018, with the proper court of jurisdiction, and will be served upon the defendants or Defendant counsel, by Sheriff or Private process service in accordance with the Florida Rules of Civil Procedure.

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT**
**IN AND FOR MARTIN COUNTY, STATE OF FLORIDA**
**COURT MINUTE**

Case# 18000721CAAXMX

Plaintiff: JANINE A ALEXANDER -present vs Defendant: CITY OF STUART, FL

Convened on 02/13/2019 at 01:00 PM, with the Honorable DAVID DUGAN, presiding. Court Officials present were: Atnorny Gonzalez

Plaintiff Atty: (PRO SE) Defendant Atty: (PRO SE) Lee MUSCHOTT

Court Reporter / Firm: Rogn Walker (Atlantic) & Kathy ENDE (ESQuire)

Deputy Clerk: LINDA CALDWELL Bailiff: J. Williams / J. Garman

Court was opened by Proclamation of the Bailiff: PARTIES SWORN: ☐ YES ☑ NO

HEARING - MOTION TO DISMISS AND QUASH SERVICE:

NEGLIGENCE- BUSINESS TORTS ASA

DF: motion to dismiss on behalf of Nita Denton / Kaitlyn Brigham - / Cross by Plaintiff - Granted with prejudice.

DF: motion to dismiss against all remaining defendants - / Cross by Plaintiff - / Re-cross from Defendant - - Granted - with prejudice

motion 57.105 - withdrawn / motion for protective order is - moot -

Attorneys to prepare orders -

MOTION FOR FINAL JUDGMENT OF FORECLOSURE: ☐ GRANTED ☐ DENIED

Sale date is _____ at 10:00 am at www.martin.realforeclose.com

FINAL JUDGMENT: ☐ Plaintiff ☐ Defendant

DAMAGE AMOUNT: $_____

COURT COST AMOUNT: $_____

TOTAL AMOUNT: $_____

ORDER TO BE:

☑ E-FILED ☐ SENT TO JUDGE FOR SIGNATURE ☐ CONFORMED/MAILED BY CLERK

FILED FOR RECORD MARTIN CO., FL 2019 FEB 13 PM 3:25

COPY

CLOSED,SMM

# U.S. District Court
## Southern District of Florida (Ft Pierce)
## CIVIL DOCKET FOR CASE #: 2:19-cv-14084-RLR

Alexander v. City of Stuart et al
Assigned to: Judge Robin L. Rosenberg
Referred to: Magistrate Judge Shaniek M. Maynard
Cause: 42:1983 Civil Rights Act

Date Filed: 03/06/2019
Date Terminated: 10/22/2019
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

**Plaintiff**

**Janine A. Alexander**

represented by **Janine A. Alexander**
1028 NE 11th Avenue
Gainesville, FL 32601
772-284-1188
Email: janinealex50@gmail.com
PRO SE

V.

**Defendant**

**City of Stuart**

represented by **Anthony Richard Gonzales**
Carman, Beauchamp, Sang & Gonzales, P.A.
3335 NW Boca Raton Blvd.
Boca Raton, FL 33431
561-393-6335
Email: Agonzales@carmanbeauchamp.com
*ATTORNEY TO BE NOTICED*

**Defendant**

**Stuart Police Department**
*and the following officers jointly as employees of the City of Stuart and individually*

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Officer Nyugen Vo**
*former employee*

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Officer Michael Pope**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Kyle Osinga**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Chris Heitfeld**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Officer Matthew Cernuto**

**Defendant**

**Sergeant Derek Ortado**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Officer Andress Sudoff**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Sergeant Gerwan**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Sergeant Charles Buchanan**

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**David Dyess**
*former Chief of Police*

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Michael Mortell**
*City Attorney*

represented by **Anthony Richard Gonzales**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Roz Johnson**
*Human Resources*

**Defendant**

**Dennis A. Gallas**

represented by **Andrew Ryan Sholtes**
Sholtes Law, PLLC
1209 Delaware Avenue
Fort Pierce, FL 34950
8555342509
Fax: 7542209939
Email: andrew@saintlucielawyer.com
*LEAD ATTORNEY*
*ATTORNEY TO BE NOTICED*

**Defendant**

**Mrs. Joyce O'Connell**

**Defendant**

**Sheriff William D. Snyder**

represented by **Gregory James Jolly**
Purdy, Jolly, Giuffreda and Barranco, P.A.
2455 E. Sunrise Blvd. Ste. 1216
Ft. Lauderdale, FL 33304
(954) 462-3200
Fax: (954) 462-3861
Email: greg@purdylaw.com
*LEAD ATTORNEY*
*ATTORNEY TO BE NOTICED*

**Defendant**

**Deputy Katrina Christie**

represented by **Gregory James Jolly**
(See above for address)
*LEAD ATTORNEY*
*ATTORNEY TO BE NOTICED*

**Defendant**

**Dee Randolph**
*Martin County Corrections/Jail*

represented by **Gregory James Jolly**
(See above for address)
*ATTORNEY TO BE NOTICED*

**Defendant**

**Kaitlyn Bingham**
*Assistant State Attorneys*

represented by **Lee E Muschott**
Office of Lee E. Muschott
Laurel Professional Park
2940 S 25 Street
Fort Pierce, FL 34981
772-461-2891
Fax: 461-3591
Email: pete@muschottlaw.com
*LEAD ATTORNEY*
*ATTORNEY TO BE NOTICED*

**Defendant**

**Nita Denton**
*Assistant State Attorneys*

represented by **Lee E Muschott**
(See above for address)
*LEAD ATTORNEY*
*ATTORNEY TO BE NOTICED*

**Defendant**

**Bruce Colton**
*State Attorney of the 19th Judicial Circuit*

represented by **Lee E Muschott**
(See above for address)
*LEAD ATTORNEY*
*ATTORNEY TO BE NOTICED*

| Date Filed | # | Docket Text |
|---|---|---|
| 02/05/2021 | 29 | NOTICE of Change of Address and Notice of Inquiry by Janine A. Alexander ( address updated in CM/ECF and docket sheet mailed) (drz) (Entered: 02/05/2021) |
| 10/22/2019 | 28 | PAPERLESS ORDER. Plaintiff has failed to serve all remaining Defendants within the deadline previously imposed by this Court. All remaining Defendants are DISMISSED WITHOUT PREJUDICE. This case is CLOSED. Signed by Judge Robin L. Rosenberg (bkd) (Entered: 10/22/2019) |
| 09/11/2019 | 27 | PAPERLESS ORDER granting 22 Motion to Dismiss by default pursuant to Local Rule 7.1(c) insofar as Defendants Colton, Bingham, and Denton are dismissed without prejudice. Signed by Judge Robin L. Rosenberg on 9/11/2019. (bkd) (Entered: 09/11/2019) |

| | | |
|---|---|---|
| 09/11/2019 | 26 | PAPERLESS ORDER granting 19 Motion to Dismiss by default pursuant to Local Rule 7.1(c) insofar as Defendant Gallas is dismissed without prejudice. Signed by Judge Robin L. Rosenberg on 9/11/2019. (bkd) (Entered: 09/11/2019) |
| 09/11/2019 | 25 | PAPERLESS ORDER granting 16 Motion to Dismiss by default pursuant to Local Rule 7.1(c) insofar as Defendants DEE RANDOLPH, KATRINA CHRISTIE, and WILLIAM D. SNYDER are dismissed without prejudice. Signed by Judge Robin L. Rosenberg on 9/11/2019. (bkd) (Entered: 09/11/2019) |
| 09/11/2019 | 24 | PAPERLESS ORDER granting 15 Motion to Dismiss by default pursuant to Local Rule 7.1(c) insofar as Defendants CITY OF STUART, FL, STUART POLICE DEPARTMENT, OFFICER NYUGEN VO, OFFICER MICHAEL POPE, KYLE OSINGA, CHRIS HEITFELD, SERGEANT DEREK ORTANDO, OFFICER ANDRESS SUDOFF, SERGEANT GERWAN, SERGEANT CHARLES BUCHANAN, DAVID DYESS and MICHAEL MORTELL are all dismissed without prejudice. Signed by Judge Robin L. Rosenberg on 9/11/2019. (bkd) (Entered: 09/11/2019) |
| 09/05/2019 | 23 | PAPERLESS ORDER granting 17 Motion for Extension of Time. The deadline for Plaintiff to respond to all pending motions is extended to September 10, 2019. The deadline for Plaintiff to file returns of service remains October 21, 2019. Signed by Judge Robin L. Rosenberg on 9/5/2019. (bkd) (Entered: 09/05/2019) |
| 08/22/2019 | 22 | MOTION to Dismiss with Prejudice 8 Amended Complaint, by Kaitlyn Bingham, Bruce Colton, Nita Denton. Responses due by 9/5/2019 (Attachments: # 1 Exhibit 1, # 2 Exhibit 2, # 3 Exhibit 3)(Muschott, Lee) (Entered: 08/22/2019) |
| 08/21/2019 | 21 | NOTICE of Attorney Appearance by Lee E Muschott on behalf of Kaitlyn Bingham, Bruce Colton, Nita Denton. Attorney Lee E Muschott added to party Kaitlyn Bingham(pty:dft), Attorney Lee E Muschott added to party Bruce Colton(pty:dft), Attorney Lee E Muschott added to party Nita Denton(pty:dft). (Muschott, Lee) (Entered: 08/21/2019) |
| 08/16/2019 | 20 | NOTICE OF CONVENTIONAL FILING of 18 Notice of Attorney Appearance, 19 MOTION TO DISMISS 1 Complaint 42 USC 1983 or Bivens, FOR FAILURE TO STATE A CLAIM by Dennis A. Gallas (drz) (Entered: 08/19/2019) |
| 08/16/2019 | 19 | MOTION TO DISMISS 1 Complaint 42 USC 1983 or Bivens, FOR FAILURE TO STATE A CLAIM by Dennis A. Gallas. Responses due by 8/30/2019 (drz) (Entered: 08/19/2019) |
| 08/16/2019 | 18 | NOTICE of Attorney Appearance by Andrew Ryan Sholtes on behalf of Dennis A. Gallas. (drz) Modified on 8/19/2019 (drz). (Entered: 08/19/2019) |
| 08/16/2019 | 17 | MOTION for Extension of Time to File Affidavits of Service re 1 Complaint 42 USC 1983 or Bivens, ( Responses due by 8/30/2019), MOTION for Extension of Time to File Response as to 16 MOTION to Dismiss with Prejudice 8 Amended Complaint, , 15 Defendant's MOTION to Dismiss 8 Amended Complaint, *and 12b Motion to Dismiss*Defendant's MOTION to Quash by Janine A. Alexander. (drz) (Entered: 08/19/2019) |
| 08/13/2019 | 16 | MOTION to Dismiss with Prejudice 8 Amended Complaint, by Katrina Christie, Dee Randolph, William D. Snyder. Responses due by 8/27/2019 (Jolly, Gregory) (Entered: 08/13/2019) |
| 08/12/2019 | 15 | Defendant's MOTION to Dismiss 8 Amended Complaint, *and 12b Motion to Dismiss* ( Responses due by 8/26/2019), Defendant's MOTION to Quash by Charles Buchanan, City of Stuart, David Dyess, Gerwan, Chris Heitfeld, Michael Mortell, Derek Ortado, Kyle Osinga, Michael Pope, Stuart Police Department, Andress Sudoff, Nyugen Vo. Attorney Anthony Richard Gonzales added to party Charles Buchanan(pty:dft), Attorney Anthony Richard Gonzales added to party City of Stuart(pty:dft), Attorney Anthony Richard Gonzales added to party David Dyess(pty:dft), Attorney Anthony Richard Gonzales added to party Gerwan(pty:dft), Attorney Anthony Richard Gonzales added to party Chris Heitfeld(pty:dft), Attorney Anthony Richard Gonzales added to party Michael Mortell(pty:dft), Attorney Anthony Richard Gonzales added to party Derek Ortado(pty:dft), Attorney Anthony Richard Gonzales added to party Kyle Osinga (pty:dft), Attorney Anthony Richard Gonzales added to party Michael Pope(pty:dft), Attorney Anthony Richard Gonzales added to party Stuart Police Department(pty:dft), Attorney Anthony Richard Gonzales added to party Andress Sudoff(pty:dft), Attorney Anthony Richard Gonzales added to party Nyugen Vo(pty:dft). (Attachments: # 1 Exhibit Exhibit 1, # 2 Exhibit Exhibit 2)(Gonzales, Anthony) |

| | | |
|---|---|---|
| | | (Entered: 08/12/2019) |
| 08/02/2019 | 14 | NOTICE of Attorney Appearance by Gregory James Jolly on behalf of Katrina Christie, Dee Randolph, William D. Snyder. Attorney Gregory James Jolly added to party Katrina Christie(pty:dft), Attorney Gregory James Jolly added to party Dee Randolph(pty:dft), Attorney Gregory James Jolly added to party William D. Snyder(pty:dft). (Jolly, Gregory) (Entered: 08/02/2019) |
| 07/19/2019 | 13 | PAPERLESS ORDER. For good cause, the Court extends the deadline for service in this case. The deadline for Plaintiff to serve Defendants is extended to October 21, 2019. In the event Plaintiff does not serve Defendants by this deadline, the Court may dismiss Defendants from this case. Signed by Judge Robin L. Rosenberg on 7/19/2019. (bkd) (Entered: 07/19/2019) |
| 07/09/2019 | 12 | Clerks Notice of Receipt of Filing Fee received on 7/9/2019 in the amount of $400.00, receipt number FLS100190580. (asz) (Entered: 07/09/2019) |
| 07/01/2019 | 11 | PAPERLESS ORDER denying Plaintiff's Amended Motion to Proceed in Forma Pauperis 10 and denying Plaintiff's Motion for Referral to Volunteer Attorney Program 6 . Plaintiff shall pay the necessary filing fee in this case within ten (10) days of the date of rendition of this Order. In the event Plaintiff does not comply with this Order, the Court will close this case. Signed by Judge Robin L. Rosenberg on 7/1/2019. (bkd) (Entered: 07/01/2019) |
| 06/14/2019 | 10 | AMENDED MOTION for Leave to Proceed in forma pauperis by Janine A. Alexander. (drz) (Entered: 06/14/2019) |
| 06/05/2019 | 9 | PAPERLESS ORDER denying without prejudice 4 Motion for Leave to Proceed in forma pauperis. The Motion is denied without prejudice for Plaintiff to explain the following: (1) if Plaintiff's gross income is approximately $1,200 per month, how Plaintiff was able to pay an attorney $3,000 for assistance and (2) if Plaintiff's gross income is approximately $1,200 per month, how Plaintiff was able to afford a $10,000 car. Plaintiff must either (1) file an amended motion or (2) pay the necessary filing fee by June 14, 2019. In the event Plaintiff does not comply with this Order, the Court may dismiss this case. Signed by Judge Robin L. Rosenberg on 6/5/2019. (bkd) (Entered: 06/05/2019) |
| 06/03/2019 | 8 | AMENDED COMPLAINT against Kaitlyn Bingham, Charles Buchanan, Matthew Cernuto, Katrina Christie, City of Stuart, Bruce Colton, Nita Denton, David Dyess, Dennis A. Gallas, Gerwan, Chris Heitfeld, Roz Johnson, Michael Mortell, Joyce O'Connell, Derek Ortado, Kyle Osinga, Michael Pope, Dee Randolph, William D. Snyder, Stuart Police Department, Andress Sudoff, Nyugen Vo, filed by Janine A. Alexander. (Address updated). (jas) (Entered: 06/03/2019) |
| 04/05/2019 | 7 | **FIRST** Clerk's Notice of Undeliverable Mail re 2 Clerk's Notice of Judge Assignment, 3 Clerk's Notice of Judge Assignment,,. US Mail returned for: Janine A. Alexander. ***The Court has not located an updated address for this party. After two undeliverable notices from the Court, notices will no longer be sent to this party in this case until a correct address is provided.*** (pgz) (Entered: 04/05/2019) |
| 03/06/2019 | 6 | MOTION for Referral to Volunteer Attorney Program by Janine A. Alexander. (lh) (Entered: 03/06/2019) |
| 03/06/2019 | 5 | Consent by Pro Se Litigant (Non-Prisoner) Janine A. Alexander to receive Notices of Electronic Filing at email address: janinealex50gmail.com (lh) (Entered: 03/06/2019) |
| 03/06/2019 | 4 | MOTION for Leave to Proceed in forma pauperis by Janine A. Alexander. (lh) (Entered: 03/06/2019) |
| 03/06/2019 | 3 | Clerks Notice<br><br>Pursuant to 28 USC 636(c), the parties are hereby notified that the U.S. Magistrate Judge Shaniek M. Maynard is available to handle any or all proceedings in this case. If agreed, parties should complete and file the Consent form found on our website. It is not necessary to file a document indicating lack of consent.<br><br>Pro se (NON-PRISONER) litigants may receive Notices of Electronic Filings (NEFS) via email after filing a Consent by Pro Se Litigant (NON-PRISONER) to Receive Notices of Electronic |

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| | | Filing. The consent form is available under the forms section of our website. (lh) (Entered: 03/06/2019) |
| 03/06/2019 | 2 | Clerks Notice of Judge Assignment to Judge Robin L. Rosenberg and Magistrate Judge Shaniek M. Maynard. (lh) (Entered: 03/06/2019) |
| 03/06/2019 | 1 | Complaint pursuant to 42 USC 1983 against Charles Buchanan, Matthew Cernuto, City of Stuart, David Dyess, Dennis A. Gallas, Gerwan, Chris Heitfeld, Roz Johnson, Michael Mortell, Derek Ortado, Kyle Osinga, Michael Pope, Stuart Police Department, Andress Sudoff, Nyugen Vo. Filing fee $ 400.00. IFP Filed, filed by Janine A. Alexander. (Attachments: # 1 Civil Cover Sheet)(lh) (Entered: 03/06/2019) |

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 21-14156-Civ-CANNON/MCCABE

JANINE A. ALEXANDER,

Plaintiff,

vs.

CITY OF STUART, et al.,

Defendants.
_____/

**REPORT & RECOMMENDATION**

**THIS CAUSE** came before the undersigned by Order of Reference from United States District Judge Aileen M. Cannon for disposition of the Defendants' Combined Motion to Dismiss the Plaintiff's First Amended Complaint ("Motion"). (DE 74). After careful consideration of the record, the parties' briefs, and the applicable law, the undersigned recommends that the Motion be **GRANTED**, partly with prejudice and partly without prejudice, as set forth below.

## I. Background

This is the latest in a series of lawsuits stemming from a domestic incident that took place on February 27, 2015, between Plaintiff and her former domestic partner Dennis Gallas. Plaintiff alleges that a variety of persons, public officials, and entities violated her constitutional rights following this incident. The Court takes the following facts from Plaintiff's First Amended Complaint (DE 61), the allegations of which the Court assumes to be true, as well as from state court records.[1]

[1] Because Plaintiff is proceeding pro se, the Court has construed her pleadings liberally. However, many of Plaintiff's allegations are difficult to follow without the aid of state court records, which provide an accurate timeline of the events in this case. Accordingly, the Court has taken judicial

### A. The Domestic Incident & Criminal Charges

On February 27, 2015, Plaintiff visited the home of her former domestic partner, Dennis Gallas and became involved in a physical altercation. Plaintiff alleges that Gallas "grabbed her arms" as she attempted to leave the home. (DE 61 ¶ 42). At some point, an elderly neighbor "appeared at the front door, reached in and grabbed [Plaintiff's] other arm, and began pulling her with Gallas." (DE 61 ¶ 42). Stuart Police Officers responded to the scene. (DE 61 ¶ 44). During the fray, Gallas allegedly made a seven-minute recording on his cell phone. (DE 61 ¶ 46).

Following the incident, Stuart Police Officers arrested or attempted to arrest Plaintiff three times. First, on March 11, 2015, Stuart Police Officers attempted to arrest Plaintiff at her home on charges of battery on an elderly person, with Gallas's elderly neighbor as the victim. (DE 61 ¶¶ 60, 71). The officers could not complete the arrest, however, and an ambulance had to be called to take Plaintiff to the hospital. (DE 61 ¶¶ 60, 71). Two days later, on March 13, 2015, officers went to the hospital completed the arrest, again for charges of battery on an elderly person. (DE 61 ¶¶ 65, 72).

Stuart Police Officers arrested Plaintiff a third time on April 13, 2015. (DE 61 ¶ 62). According to the First Amended Complaint, Plaintiff called the police because Gallas had allegedly been stalking her. (DE 61 ¶ 62). Stuart Police Officers responded to the scene but refused to make a report of the incident. (DE 61 ¶ 62). Plaintiff then called 911 "for [a] back-up unit," after which, Stuart Police Officers arrested Plaintiff for misusing the emergency 911 system. (DE 61 ¶¶ 62, 80-81).

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notice of numerous state court records referred to throughout this Report and Recommendation. *See Paez v. Sec. Fla. Dep't of Corrs.*, 947 F.3d 649, 651-53 (11th Cir. 2020) (finding no error for court to take judicial notice of state court records on a pro se § 2254 petition, where parties received notice and opportunity to be heard via objections to Magistrate Judge's Report and Recommendation); *see also* Fed. R. Evid. 201. To the extent the parties wish to object to judicial notice, they may do so as set forth in Section V of this Report and Recommendation.

Following the domestic incident, the State Attorney for the Nineteenth Judicial Circuit also filed a variety of criminal cases against Plaintiff: [2]

| | |
|---|---|
| battery on an elderly person | *State v. Alexander*, Case No. 15000325CFAXMX State Filed Information, filed April 2, 2015 |
| falsely impersonating an officer | *State v. Alexander*, Case No. 15000319CFAXMX, State's Information Filed, filed April 2, 2015 |
| uttering a forged check<br>resisting an officer without violence | *State v. Alexander*, Case No. 15000409CFAXMX, State's Information Filed, filed April 13, 2015 |
| misuse of 911 system<br>resisting an officer without violence | *State v. Alexander*, Case No. 15001243MMAXMX, State's Information, filed April 21, 2015 |

As to the charges for battery on an elderly person, Plaintiff alleges that the State Attorney's office relied upon false and altered evidence to pursue this charge, namely, Gallas's seven-minute cell phone video, which was surreptitiously edited to only 55 seconds. (DE 61 ¶¶ 128-29).

In 2015, Plaintiff spent time in the Martin County Jail, although the First Amended Complaint remains unclear as to the exact dates of confinement. On April 14, 2015, however, Plaintiff alleges that Martin County jail employees ("Jail Employees") placed her in solitary confinement without provocation or probable cause. (DE 61 ¶¶ 141, 186). The First Amended Complaint does not specify the length of time in solitary confinement.

On May 22, 2015, Plaintiff entered a written plea of nolo contendere to battery of an elderly person, falsely impersonating an officer, resisting an officer without violence, and uttering a forged check. *See State v. Alexander*, Case No. 15000319CFAXMX, Circuit Court Plea Packet, filed

[2] The docket sheets and many of the underlying docket entries for these cases are publicly available on the website of the Clerk of Courts for the Nineteenth Judicial Circuit of Florida, at https://court.martinclerk.com/home.aspx/search. The Court hereby takes judicial notice of the online docket sheets for all cases referred to in this Order by case number, as well as all underlying docket entries referred to in this Order by title and filing date. *See* DE 90.

May 22, 2015; *State v. Alexander*, Case No. 15000409CFAXMX, Circuit Court Plea Packet, filed May 22, 2015. The state court later sentenced Plaintiff to three years' probation with special conditions, namely, no contact with victim Gallas or his elderly neighbor. *See State v. Alexander*, Case No. 15000409CFAXMX, Judgment and Sentence, filed May 27, 2015, at 3; *State v. Alexander*, Case No. 15000319CFAXMX, Judgment and Sentence, filed May 27, 2015, at 3. For misuse of 911 system, Plaintiff also pled nolo contendere, and the state court sentenced her to time served. *See State v. Alexander*, Case No. 150001243MMAXMX, Judgment and Sentence, filed May 26, 2015, at 2.

**B. The Probation Violations and Previous Civil Litigation**

Following her 2015 plea, Plaintiff began a period of probation. Over the following years, Probation Officers and Assistant State Attorneys ("ASAs") accused Plaintiff of violating probation on numerous occasions, resulting in additional jail time in the Martin County Jail. During these same years, Plaintiff began to file a series of pro se civil and administrative cases against many of the Defendants in the instant case. The First Amended Complaint alleges a variety of constitutional violations stemming from these probation violations, additional periods of jail time, and Plaintiff's efforts to pursue past civil and administrative proceedings.

To begin, on June 11, 2015, Probation Officers and ASAs accused Plaintiff of violating conditions of probation that restricted her from contacting Gallas, when in fact she had only made an accidental "butt-dial" phone call to Gallas. (DE 61 ¶ 151). According to state court records, in August 2015, Plaintiff admitted to a violation of probation and received 112 days' time served in the Martin County Jail. *See State v. Alexander*, Case No. 15000409CFAXMX, Circuit Court Plea Packet, filed August 11, 2015, Judgment and Sentence, filed August 17, 2015, at 4.

In April 2016, Probation Officers and ASAs accused Plaintiff of violating conditions of probation by contacting Gallas and damaging his car, when in fact she had not done these things. (DE 61 ¶¶ 135, 152). According to court records, in May 2016, Plaintiff admitted to a violation of probation, and the state court reinstated her probation with additional conditions. *See State v. Alexander*, Case No. 15000409CFAXMX, Circuit Court Plea Packet, filed May 3, 2016, Judgment and Sentence, filed May 9, 2016.

In November 2016, Probation Officers and ASAs again accused Plaintiff of violating probation, again by contacting Gallas, when in reality the evidence showed she never made any such contact. (DE 61 ¶ 154). According to state court records, in August 2017, Plaintiff admitted to a violation of probation, and the state court extended her probation by one year and ordered her to pay $2,000 in restitution to Gallas. *See State v. Alexander*, Case No. 15000409CFAXMX, Circuit Court Plea Packet, filed August 25, 2017, Judgment and Sentence, filed August 31, 2017, at 3.

On February 2, 2018, Plaintiff filed a citizen's complaint with the City of Stuart and the Stuart Police Department regarding the conduct of officers who arrested her on March 11, March 13, and April 13, 2015. (DE 61 ¶¶ 87, 97). In sum, the citizen's complaint alleged the officers failed to fully investigate the original domestic incident and failed to file criminal charges against Gallas. (DE 61 ¶¶ 97-98). At some point in time, Plaintiff requested permission to attend a hearing on the citizen's complaint by video conference, but the Stuart City Attorney denied her request, giving her the opportunity to send a written letter instead. (DE 61 ¶¶ 101, 174). The First Amended Complaint remains unclear as to the exact outcome of the citizen's complaint, except that Plaintiff was not satisfied with the result.

Next, on February 3, 2018, Plaintiff filed a pro se civil lawsuit in state court alleging defamation against Gallas, his wife, and his elderly neighbor. *See Alexander v. Gallas, et al.*, Case No. 18000160CAAXMX, Complaint, filed February 13, 2018. Plaintiff filed another pro se suit against Gallas in state court in August 2018. *See Alexander v. Gallas*, Case No. 18000761CAAXMX. Plaintiff later settled both lawsuits and signed a settlement agreement that included a general release in favor of Gallas. *See Alexander v. Gallas et al.*, Case No. 18000160CAAXMX, Defendant Dennis Gallas and Lisa Gallas Motion to Enforce Settlement Agreement, Ex. A, filed February 26, 2019.

On July 24, 2018, Plaintiff filed another pro se civil lawsuit in state court, this time against the City of Stuart, the Stuart Police Department, numerous Stuart Police Officers, ASAs, and others. *See Alexander v. City of Stuart, et al.*, Case No. 18000721CAAXMX, Complaint, filed July 24, 2018. The suit alleged multiple causes of action, including negligence. The state court later dismissed this case with prejudice. *See Alexander v. City of Stuart, et al.*, Case No. 18000721CAAXMX, Order on Defendants Amended Motion to Dismiss & to Quash Service/Granted with Prejudice For Reasons Stated On Record, filed February 13, 2019, Order of Dismissal with Prejudice as to Assistant State Attorneys, Nita Denton and Kaitlyn Bingham, filed February 18, 2019.

Almost a year later, on March 6, 2019, Plaintiff filed an action in this Court, *Alexander v. City of Stuart, et al.*, Case No. 19-cv-14084-RLR (hereafter the "First Federal Lawsuit").[3] The First Federal Lawsuit named many of the same defendants as the instant case, including the City

[3] The docket sheet and many of the underlying docket entries for this case are publicly available on https://pacer.uscourts.gov/find-case/search-specific-court. The Court hereby takes judicial notice of the docket sheets and all entries.

of Stuart, the Stuart Police Department, numerous Stuart Police Officers, ASAs and others. *See* First Federal Lawsuit, DE 1.

On July 25, 2019, Plaintiff accompanied a process server to the Stuart City Hall to serve the First Federal Lawsuit. (DE 61 ¶¶ 116, 199). Stuart Police responded to the scene and "barricaded" Plaintiff within the building. (DE 61 ¶¶ 104-05, 199). This subjected Plaintiff to a "potential risk of another medical emergency" because she was inclined to panic attacks. (DE 61 ¶ 199).

Meanwhile, in May 2019, Probation Officers and ASAs once again accused Plaintiff of violating her probation, this time by failing to pay $2,000 of court-ordered restitution to Gallas. (DE 61 ¶¶ 135, 183, 232). In reality, Gallas had already waived his right to receive restitution by way of the previous settlement agreement, such that no money was due. (DE 61 ¶¶ 136, 183, 232). According to state court records, in November 2019, the state court revoked Plaintiff's probation and sentenced her to 365 days in the Martin County Jail. *See State v. Alexander*, Case No. 15000409CFAXMX, Judgment and Sentence, filed November 13, 2019, Order of Revocation of Probation, filed November 19, 2019.

During her period of jail time in 2019, Jail Employees impeded Plaintiff's access to the courts, the law library, her phone, and other privileges. (DE 61 ¶¶ 146, 201). Jail Employees also subjected her to threats of solitary confinement, "episodes of ranting, demeaning, and abusive language." (DE 61 ¶¶ 141, 144, 208). Plaintiff alleges that Jail Employees did all of this in retaliation for lawsuits she had filed, described above. (DE 61 ¶¶ 208, 188).

From September 11, 2019 through October 22, 2019, United States District Judge Rosenberg entered a series of Orders in the First Federal Lawsuit, granting motions to dismiss filed by various Defendants because Plaintiff failed to comply with Local Rule 7.1. *See* First Federal

Lawsuit, DE 24, 25, 26, 27. Specifically, all of the Defendants who had been served filed motions to dismiss the First Federal Lawsuit, but Plaintiff failed to file any responses to those motions or to effect service on the remaining defendants. *See* First Federal Lawsuit, DE 24, 25, 26, 27. On March 24, 2021, more than a year after District Judge Rosenberg entered her dismissal orders, Plaintiff filed a motion to reopen the First Federal Lawsuit. *See* First Federal Lawsuit, DE 30. District Judge Rosenberg denied the motion on March 25, 2021, explaining that "the Court's prior orders of dismissal did not expressly preclude the Plaintiff from initiating a new case, should the Plaintiff elect to do so." *See* First Federal Lawsuit, DE 32.

**C. The Instant Lawsuit**

On April 5, 2021, Plaintiff filed this case, as a new lawsuit, alleging eight counts against the following Defendants: the City of Stuart; the Stuart Police Department; Stuart Police Officers Nyugen Vo, Chris Heitfeld, Mathew Cernuto, Derek Ortado, Michael Gerwan, Charles Buchanan (collectively "Stuart Police Officers"); Stuart Chief of Police David Dyess ("Chief Dyess"); Michael Mortell ("Stuart City Attorney"); Roz Johnson ("Stuart HR Employee"); Dennis Gallas; Martin County Sheriff William D. Snyder ("Sheriff Snyder"); Katrina Christie (Paris), Stephanie Westbrook (Gaskins), Kaylie Lymon, Dee Randolph, Ewell (Perfetti) (collectively "Jail Employees"); Kaitlyn Bingham, Nita Denton, Theodore Roodhof, and Bruce Colton (collectively "ASAs"); the Florida Department of Corrections ("FDOC"); and Robin Hill, Joseph Cracchiola, and Frank Ceja (collectively "Probation Officers"). (DE 1).

On July 13, 2021, the Defendants filed a joint motion to dismiss, which United States Magistrate Judge Maynard recommended be granted without prejudice to allow Plaintiff an opportunity to cure pleading defects. (DE 56). District Judge Cannon adopted the recommendation and granted Plaintiff leave to amend. (DE 59).

Thereafter, on October 12, 2021, Plaintiff filed this First Amended Complaint. (DE 61). The First Amended Complaint names the same Defendants as the original Complaint and alleges eight counts styled as follows:

| **Count** | **Title** | **Defendants** |
|---|---|---|
| Count I | First Amendment Violation Freedom of Speech and Religious Practice and Retaliation for Expression Thereof Under 42 U.S.C. § 1983 | City of Stuart<br>Stuart Police Department<br>Stuart Police Officers<br>Stuart City Attorney<br>ASAs<br>Jail Employees |
| Count II | § 1983 Claim of 4th Amendment Illegal Search and Seizure of Alexander's Person | City of Stuart<br>Stuart Police Department<br>Stuart Police Officers<br>Sherriff Snyder<br>Jail Employees<br>FDOC<br>Probation Officers |
| Count III | Violation of Civil Rights 42 U.S.C. § 1983, Fourteenth Amendment "State Created Danger" | City of Stuart<br>Stuart Police Department<br>Stuart Police Officers<br>Stuart City Attorney<br>Stuart HR Employee |
| Count IV | 6th Amendment, Plaintiff's Right to Defense, and the Impediment of Her Defense | Jail Employees<br>Sherriff Snyder |
| Count V | 8th Amendment Violation, As It Subscribes to Criminal Punishment, and Punishment Grossly Disproportionate to the Severity of Crime | City of Stuart<br>Stuart Police Officers<br>Chief Dyess<br>Sherriff Snyder<br>Jail Employees |
| Count VI | 42 U.S.C. § 1983, *Monell* Claim for Deliberate Indifference and Disregard to Plaintiff's Clearly Established Rights Under the 14th Amendment | City of Stuart<br>Stuart Police Department<br>Stuart Police Officers<br>Chief Dyess<br>Stuart City Attorney<br>Stuart HR Employee<br>Jail Employees<br>Sherriff Snyder |

| | | |
|---|---|---|
| Count VII | Federal Conspiracy Claims brought under FS 777.04(3)[4] | Stuart Police Officer Vo<br>Gallas<br>Chief Dyess<br>Stuart City Attorney<br>Stuart HR Employee<br>FDOC<br>Probation Officer Cracchiola |
| Count VIII (improperly labeled IX) | 14th Amendment Right to Due Process Clause, as Fair Trial, Deprivation of Life, Liberty, and Happiness and Under Equal Protection Under the Law | City of Stuart<br>Stuart Police Department<br>Stuart Police Officers<br>Chief Dyess<br>ASAs |

On October 27, 2021, the Defendants filed a combined motion to dismiss. (DE 74). Defendants raise a variety of arguments and urge dismissal of the First Amended Complaint in its entirety with prejudice.

## II. Legal Standard

"To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); *see also Lotierzo v. Woman's World Med. Ctr., Inc.*, 278 F.3d 1180, 1182 (11th Cir. 2002). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*, 556 U.S. at 678. A plaintiff should allege enough facts "to raise a reasonable expectation that discovery will reveal evidence" supporting the plaintiff's claims. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 (2007).

Though detailed factual allegations are not required, Federal Rule of Civil Procedure 8(a) demands "more than an unadorned, the-defendant-unlawfully-harmed-me accusation." *Iqbal*, 556

[4] Count VII is titled "FEDERAL CONSPIRACY CLAIMS brought under FS 777.04(3)." Although the count itself cites a Florida criminal statute, the Court will construe this as an effort to allege a claim under 42 U.S.C. § 1983.

U.S. at 678. As such, a plaintiff may not rely on "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements." *Gill, as Next Friend of K.C.R. v. Judd*, 941 F.3d 504, 511 (11th Cir. 2019) (quoting *Iqbal*, 556 U.S. at 678). Rather, the well-pled allegations must nudge the claim "across the line from conceivable to plausible." *Twombly*, 550 U.S. at 570. In assessing the sufficiency of a complaint, all reasonable inferences should be drawn in favor of the plaintiff. *See Iqbal*, 556 U.S. at 678; *Darrisaw v. Pa. Higher Educ. Assistance Agency*, 949 F.3d 1302, 1304 (11th Cir. 2020).

The purpose of the federal pleading rules is to ensure a plaintiff presents her claims "discretely and succinctly" so that her adversary can discern what she is claiming and frame a responsive pleading. *Barmapov v. Amuial*, 986 F.3d 1321, 1324 (11th Cir. 2021) (quoting *Weiland v. Palm Beach Cnty. Sheriff's Off.*, 792 F.3d 1313, 1320 (11th Cir. 2015)). And while pleadings from pro se litigants are held to a less stringent standard than pleadings drafted by attorneys, they still must meet minimal pleading standards. *Tannenbaum v. United States*, 148 F.3d 1262, 1263 (11th Cir. 1998); *Nassar v. Nassar*, No. 18-14455-CIV- Rosenberg/Maynard, 2020 WL 9460330, at *2 (S.D. Fla. July 16, 2020).

## III. Discussion

The undersigned recommends that the First Amended Complaint be dismissed, partly with prejudice and partly without prejudice. The Court begins by addressing arguments that lead to dismissal with prejudice, then turns to those leading to dismissal without prejudice.

### A. Eleventh Amendment Immunity

The First Amended Complaint names numerous defendants who are immune from suit. In particular, the Eleventh Amendment immunizes the State of Florida from Section 1983 actions unless the State has waived its sovereign immunity. *See Williams v. Bd. of Regents of Univ. Sys.*

*of Ga.*, 477 F.3d 1282, 1301 (11th Cir. 2007); *Bd. of Trustees of Univ. of Ala. v. Garrett*, 531 U.S. 356, 363 (2001) ("The ultimate guarantee of the Eleventh Amendment is that nonconsenting States may not be sued by private individuals in federal court."). The State of Florida has not waived its sovereign immunity. *See Zatler v. Wainwright*, 802 F.2d 397, 400 (11th Cir. 1986). Eleventh Amendment immunity extends to State officials sued in their official capacity, with the exception that litigants can sue state officers for prospective injunctive relief. *See Will v. Mich. Dep't. of State Police*, 491 U.S. 58, 71 (1989) ("[A] suit against a state official in his or her official capacity is not a suit against the official but rather is a suit against the official's office. As such, it is no different from a suit against the State itself.") (quotation marks omitted).

In this case, Plaintiff has sued FDOC, an agency of the State of Florida. Plaintiff has also sued three state Probation Officers and four ASAs. The undersigned recommends dismissal with prejudice of all claims against FDOC and all official-capacity claims against the Probation Officers and the ASAs.

**B. Assistant State Attorneys**

The First Amended Complaint also names four ASAs in their individual capacities. As state prosecutors, these Defendants enjoy "absolute immunity for certain functions intimately associated with the judicial process." *Hart v. Hodges*, 587 F.3d 1288, 1295 (11th Cir. 2009). Prosecutorial immunity extends to any actions a prosecutor takes in his or her role as "an advocate for the state." *Id.* at 1295. This includes actions related to "initiating a prosecution and in presenting the State's case[,] ... conduct before grand juries, statements made during trial, examination of witnesses, and presentation of evidence in support of a search warrant during a probable cause hearing." *Rehberg v. Paulk*, 611 F.3d 828, 837-38 (11th Cir. 2010) (citations omitted); *see also Imbler v. Pachtman*, 424 U.S. 409, 437 (1976) ("The general rule was, and is,

that a prosecutor is absolutely immune from suit for malicious prosecution."). Prosecutorial immunity is so potent that "even if [prosecutors] knowingly proffered perjured testimony and fabricated exhibits at trial, [they] are entitled to absolute immunity from liability for doing so." *Rowe v. City of Fort Lauderdale*, 279 F.3d 1271, 1279-80 (11th Cir. 2002).

In this case, all of Plaintiff's allegations against the ASAs concern their conduct in "initiating and maintaining" criminal prosecutions. As such, these Defendants enjoy absolute immunity from suit. The undersigned notes that Plaintiff previously sued two of the ASAs in state court, and the state court dismissed these ASAs based on prosecutorial immunity. *See Alexander v. City of Stuart, et al.*, Case No. 18000721CAAXMX, Order of Dismissal with Prejudice as to Assistant State Attorneys, Nita Denton and Kaitlyn Bingham, filed February 18, 2019. Given that Plaintiff has had multiple past opportunities to plead claims that might overcome prosecutorial immunity, the undersigned recommends dismissal with prejudice of all claims against the ASAs in this case.

**C. Injunctive Relief Claims**

Plaintiff's First Amended Complaint seeks "injunctive relief as a reversal of the charges of Battery of an [Elderly Person], and Expungement of the Plaintiff's criminal record." (DE 61 Wherefore Clause). Claims for injunctive and declaratory relief are prospective in nature and are intended to prevent future injuries. *See Smith v. Allen*, 502 F.3d 1255, 1267 (11th Cir. 2007), abrogated on other grounds by *Sossamon v. Texas*, 563 U.S. 277, 131 (2011). "When the threat of future harm dissipates, the plaintiff's claims for equitable relief become moot because the plaintiff no longer needs protection from future injury." *Adler v. Duval Cnty. Sch. Bd.*, 112 F.3d 1475, 1477 (11th Cir. 1997). Likewise, an injury in the past standing alone will not support standing for injunctive relief as a plaintiff must show "a reasonable expectation that the injury they have

suffered will continue to be repeated in the future." *Malowney v. Fed. Collection Deposit Grp.*, 193 F.3d 1342, 1347 (11th Cir. 1999).

In the instant case, Plaintiff has not alleged sufficient facts to show she will be subject to injury in the future because of the alleged wrongful actions of the Defendants. *See City of Los Angeles v. Lyons*, 461 U.S. 95, 107-108 (1983) (noting that the plaintiff lacked standing to seek an injunction based on his speculation that he would be arrested again and that he would be placed in a chokehold again). As such, the undersigned recommends that all claims for injunctive relief be dismissed with prejudice. For clarity, these include the following counts and paragraphs: **Count I**, paragraphs 173, 182-84; **Count II**, paragraphs 190, 194-96; **Count III**, paragraphs 197-98; **Count V**, paragraph 204; **Count VI**, paragraph 210; **Count VII**, paragraphs 216-20, 224-26; **Count VIII** (improperly labeled IX), paragraphs 227-28, 230-33.

**D. Statute of Limitations**

Many of Plaintiff's claims are time-barred. Because Section 1983 claims "are best characterized as personal injury actions," they are governed by the state statute of limitations for such claims. *Wilson v. Garcia*, 471 U.S. 261, 280 (1985). Florida law imposes a four-year statute of limitations for claims of negligence or personal injury. *See* § 95.11(3), Fla. Stat. Plaintiff filed her original complaint on April 5, 2021. (DE 1). As such, the statute of limitations bars all claims that accrued prior to April 5, 2017.

Plaintiff argues the limitations period should be tolled because, in April of 2016, the Social Security Administration adjudicated her disabled due to "depression, GAD, and Complex PTSD." (DE 61 at p. 4; DE 78, ¶¶ 28, 66). The Court cannot agree. Section 95.051, Florida Statutes governs the tolling of limitations periods in Florida, and it sets forth very narrow criteria for doing so. These criteria include:

> (d) The adjudicated *incapacity*, before the cause of action accrued, of the person entitled to sue. In any event, the action must be begun within 7 years after the act, event, or occurrence giving rise to the cause of action.

§ 95.051(d), Fla. Stat. (emphasis added). The Court finds that an administrative finding of "disability" does not equate to an "adjudicated incapacity" for purposes of section 95.051. *See generally Haskins v. City of Fort Lauderdale*, 898 So. 2d 1120, 1123-24 (Fla. 4th DCA 2005) ("[T]he Florida Supreme Court has also held that the party seeking to escape the statute of limitations must bear the burden of proving circumstances that would toll the statute.") (quotation marks and citation omitted).

The undersigned therefore recommends that all counts be dismissed against all Defendants to the extent they allege claims supported by factual allegations prior to April 5, 2017. For clarity, these include the following counts and paragraphs: **Count I**, paragraphs 173, 175, 180-82, 185-87; **Count II**, paragraphs 189-96; **Count III**, paragraphs 197-98, **Count IV**, paragraphs 201-03; **Count V**, paragraphs 204-07; **Count VI**, paragraphs 210, 213-15; **Count VII**, paragraphs 216-21, 223-26; **Count VIII** (improperly labeled IX), paragraphs 227-31. Because Plaintiff is proceeding pro se, the Court finds she should be permitted one further opportunity to allege facts that might support the tolling of the statute of limitations. Accordingly, the undersigned recommends this dismissal be without prejudice.

**E. Gallas**

Plaintiff brings one count against her former domestic partner Gallas, **Count VII** (Federal Conspiracy). Plaintiff alleges, in summary, that Gallas committed a variety of illegal acts that led to Plaintiff's criminal charges in 2015, including manipulation of cell phone video footage. (DE 61 ¶¶ 40-46, 217-20). This count should be dismissed for three reasons.

First, as previously explained in section III.D, the statute of limitations bars this claim. Indeed, Plaintiff's relevant allegations regarding Gallas concern events that took place in 2015. (DE 61 ¶¶ 40-46, 217-20).

Second, on February 18, 2019, Plaintiff signed a settlement agreement that included a general release in favor of Gallas. This settlement agreement appears in publicly available Martin County Circuit Court records and provides as follows:

> **Article 4. Consideration**: For and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the full execution of this Agreement, the parties give as consideration:
>
> **4.1.** Alexander, on behalf of herself, her agents, heirs, administrators, attorneys, successors and assigns, does hereby dismiss, remise, release and hold harmless Dennis Gallas and Lisa Gallas from any and all matters, debts, dues, sums of money, covenants, controversies, agreements, promises, trespasses, damages, losses, expense, costs, liabilities, obligations, claims, demands, grievances, suits, causes of action, complaints, judgments, decrees, executions of whatever kind, in law or in equity, absolute, contingent, likely or unlikely, known or unknown to the date of this Agreement.
>
> **Article 5. Extent of Release**: The releases set forth in this Article 4 is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional, or other statutory claims arising out of any federal, state, or local laws. The release set forth herein shall apply to the present and future attorneys, affiliates, partners, family members, predecessors, and successors in interest, and assigns of the parties.

*See Alexander v. Gallas*, Case No. 18000160CAAXMX, Defendant Dennis Gallas and Lisa Gallas Motion to Enforce Settlement Agreement, Ex. A, filed February 26, 2019.

Florida public policy "highly favors settlement agreements among parties and will seek to enforce them whenever possible." *Sun Microsystems of Cal., Inc. v. Eng'g & Mfg. Sys.*, 682 So. 2d 219, 220 (Fla. 3d DCA 1996). By its plain terms, the general release in the settlement agreement covers this lawsuit, as Plaintiff's allegations against Gallas relate to conduct that took place before February 18, 2019, the date of the settlement agreement. As such, the release bars this suit.

Third and finally, to state a claim for relief under Section 1983, a plaintiff must show that he or she was deprived of a federal right by a person *acting under color of state law*. *See Gustino v. Stoneybrook W. Master Ass'n, Inc.*, 842 F. App'x 323, 328 (11th Cir. 2021). "For a party to act under color of law, its conduct must be 'fairly attributable to the state': the deprivation 'must be caused by the exercise of some right or privilege created by' the state, and the party must be a 'state actor.'" *Id.* (citation omitted). Gallas is not a state actor, but rather a private citizen. "Private actors may be deemed to have acted under color of state law, but '[o]nly in rare circumstances.'" *Wellington v. Royal Caribbean Cruises, Ltd.*, 511 F. App'x 974, 976 (11th Cir. 2013) (quoting *Harvey v. Harvey*, 949 F.2d 1127, 1130 (11th Cir. 1992)). The Court has closely reviewed the First Amended Complaint and finds that it does not allege any of the "rare circumstances" under which a private actor such as Gallas can be deemed a state actor.

For the reasons stated above, all claims set forth in the First Amended Complaint against Gallas should be dismissed. This is the fourth pro se lawsuit that Plaintiff has filed against Gallas. *See Alexander v. Gallas, et al.*, Case No. 18000160CAAXMX (first suit); *Alexander v. Gallas*, Case No. 18000761CAAXMX (second suit); First Federal Lawsuit (third suit). Given that Plaintiff has had multiple opportunities to state claims against Gallas in the past, the undersigned recommends dismissal of these claims with prejudice.

**F. The Stuart Defendants**

Plaintiff alleges a variety of claims against the Stuart Police Officers, the Stuart Police Department, the City of Stuart, Chief Dyess, the Stuart City Attorney, and the Stuart HR Employee. These counts stem from the following allegations:

- In February and March 2015, Stuart Police Officers failed to properly investigate the domestic incident between Plaintiff and Gallas. Stuart Police Officers also

conspired with Gallas to edit cell phone video evidence, and they failed to obtain and provide the un-edited video to Plaintiff. (DE 61 ¶¶ 44-46, 48-51, 53, 55, 68, 73, 77-79, 80, 86, 94, 173, 217-20).

- In February and March 2015, Stuart Police Officers failed to arrest Gallas following the domestic incident, even though he had committed crimes against Plaintiff. (DE 61 ¶¶ 47, 54, 57, 58, 59, 228).
- In March 2015, Stuart Police Officers delivered a trespass warning to Plaintiff while she was in the hospital suffering from panic attacks. (DE 61 ¶ 52).
- In March 2015, Stuart Police Officers appeared at Plaintiff's home without a warrant and asked her questions; they also searched and seized her property without a warrant. (DE 61 ¶¶ 66-67, 71).
- In March and April 2015, Stuart Police Officers improperly arrested Plaintiff on charges of battery on an elderly person, impersonating a police officer, and misuse of the emergency 911 system; they did so as a pretext in retaliation for Plaintiff's complaints about their inadequate investigation of the domestic incident. (DE 61 ¶¶ 61-62, 64, 70, 72, 75-76, 80-82, 173, 190, 197, 204, 227).
- In February 2018, the Stuart Police Department, the City of Stuart, Chief Dyess, the Stuart City Attorney improperly investigated internal complaints that Plaintiff filed against Stuart Police Officers. These Defendants allegedly conspired together to "cover-up" illegal and unconstitutional acts of the Stuart Police Officers. (DE 61 ¶¶ 87-88, 97-100, 108-11, 120-23, 211, 221).

- In 2018, the Stuart City Attorney denied Plaintiff the right to attend, by video, a hearing on the internal complaint she filed against Stuart Police Officers and restricted her to writing a letter instead. (DE 61 ¶¶ 101-03, 112-14, 174).
- On July 25, 2019, the Stuart City Attorney and the Stuart HR Employee called Stuart Police Officers, who then responded to the scene as Plaintiff was attempting to serve the First Federal Action, which subjected Plaintiff to a "potential risk of another medical emergency" because she was inclined to panic attacks. These Defendants caused a "state created danger" in violation of the Fourteenth Amendment, all in retaliation for Plaintiff's First Amendment protected speech, specifically, filing her past lawsuits. (DE 61 ¶¶ 104-06, 199-200).
- Chief Dyess, the Stuart Police Department, the City of Stuart, the Stuart City Attorney, and the Stuart HR Employee all failed to train the Stuart Police Officers and other subordinates to ensure they did not violate Plaintiff's constitutional rights, and/or they adopted policies or customs that led to those violations. (DE 61 ¶¶ 176, 211-12, 221, 223).

Plaintiff's claims should be dismissed for the following reasons.

**1. Statute of Limitations**

First, as previously explained in section III.D above, the statute of limitations bars many of these claims. Most of Plaintiff's relevant allegations concern events that took place prior to April 5, 2017. Claims stemming from these facts should be dismissed. For clarity, these include the following counts and paragraphs: **Count I**, paragraphs 173, 175-76; **Count II**, paragraphs 189-90; **Count III**, paragraphs 197-98, **Count V**, paragraphs 204-06; **Count VI**, paragraph 210-12; **Count VII**, paragraphs 216-21, 223; **Count VIII** (improperly labeled IX), paragraphs 227-29.

**2. *Heck* Bar**

Next, many of Plaintiff's claims are barred by *Heck v. Humphrey*, 512 U.S. 477 (1994). In *Heck*, the Supreme Court held that:

> [I]n order to recover damages for [an] allegedly unconstitutional conviction or imprisonment, or for other harm caused by actions whose unlawfulness would render a conviction or sentence invalid, a § 1983 plaintiff must prove that the conviction or sentence has been reversed on direct appeal, expunged by an executive order, declared invalid by a state tribunal authorized to make such determination, or called into question by a federal court's issuance of a writ of habeas corpus[.]

*Id.* at 486–87 (emphasis added). If "a judgment in favor of the plaintiff would necessarily imply the invalidity of his [or her] conviction or sentence," the court must dismiss the claim unless the underlying conviction or sentence has already been invalidated or called into question. *Id.* at 487; *see also Dyer v. Lee*, 488 F.3d 876, 884 (11th Cir. 2007) ("[F]or *Heck* to apply, it must be the case that a successful § 1983 suit and the underlying conviction [or imprisonment] be logically contradictory.").

In this case, Plaintiff alleges a variety of misconduct by Stuart Police Officers and others that led her to be wrongfully arrested, wrongfully charged with crimes, and wrongfully spend time in the Martin County Jail. However, Plaintiff has not alleged facts to show that any of her arrests, criminal charges, or jail terms were reversed on appeal, expunged, or otherwise declared invalid or called into question by a tribunal authorized to make such determination. *See Heck*, 512 U.S. at 486-87. As such, Plaintiff fails to state a claim.

**3. Qualified Immunity**

Next, Plaintiff has not alleged facts to overcome qualified immunity, which shields public officials acting within the scope of their employment, "provided that the conduct was not 'so obviously illegal in the light of then-existing law that only an official who was incompetent or who

knowingly was violating the law would have committed' the acts." *Crosby v. Paulk*, 187 F.3d 1339, 1344 (11th Cir. 1999) (quoting *GJR Invs., Inc. v. Cnty. of Escambia*, 132 F.3d 1359, 1366 (11th Cir. 1998)). "The purpose of this immunity is to allow government officials to carry out their discretionary duties without the fear of personal liability or harassing litigation, protecting from suit all but the plainly incompetent or one who is knowingly violating the federal law." *Vinyard v. Wilson*, 311 F.3d 1340, 1346 (11th Cir. 2002).

Qualified immunity must be determined by an objective standard. *Crosby* 187 F.3d at 1344. This defense can be defeated only when a plaintiff alleges "(1) that the official violated a statutory or constitutional right, and (2) that the right was 'clearly established' at the time of the challenged conduct." *Ashcroft v. al-Kidd*, 563 U.S. 731, 735 (2011) (citing *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982)). A right is considered clearly established if, "in light of preexisting law, the unlawfulness of the official's conduct is 'apparent.'" *Cooper v. Dillon*, 403 F.3d 1208, 1220 (11th Cir. 2005). "For qualified immunity to be surrendered, preexisting law must dictate, that is, truly compel (not just suggest or raise a question about), the conclusion for every like situated, reasonable government agent that what defendant is doing violates federal law in the circumstances." *Lassiter v. Ala. A&M Univ.*, 28 F.3d 1146, 1150 (11th Cir. 1994).

Moreover, the Supreme Court has cautioned courts "not to define clearly established law at a high level of generality." *Mullenix v. Luna*, 577 U.S. 7, 12 (2015). "The dispositive question is whether the violative nature of particular conduct is clearly established. This inquiry must be undertaken in light of the specific context of the case, not as a broad general proposition." *Id.* Thus, courts must look to the specific facts at hand and not to generalized constitutional principles. Immunity must remain "the rule, not the exception." *Rowe v. Schreiber*, 139 F.3d 1381, 1385 (11th Cir. 1998).

In this case, Plaintiff makes multiple allegations against the Stuart Police Officers, the Stuart Police Department, the City of Stuart, Chief Dyess, the Stuart City Attorney, and the Stuart HR Employee. As set forth below, these allegations fail to state a claim for a constitutional violation, let alone a "clearly established" constitutional violation. *See Crosby* 187 F.3d at 1345 ("[C]ourts should not assume the violation of a constitutional right but decide this preliminary issue before determining whether the law was clearly established at the time that the public official acted.").

**The Internal Complaint**

The First Amended Complaint alleges that Chief Dyess, the Stuart Police Department, the City of Stuart, the Stuart City Attorney, and the Stuart HR Employee all violated her constitutional rights in the handling of Plaintiff's internal citizen's complaint against the Stuart Police Officers. This claim fails because Plaintiff has no cognizable constitutional right to have the Stuart Police Officers disciplined at their place of work. By analogy, the Supreme Court has recognized that "a private citizen lacks a judicially cognizable interest in the prosecution or nonprosecution of another." *See Linda R.S. v. Richard D.*, 410 U.S. 614, 619 (1973); *see also Sattler v. Johnson*, 857 F.2d 224, 226-27 (4th Cir.1988) (private citizen has no constitutional right to have other citizens, including state actors, criminally prosecuted); *Fretwell v. Arrant*, No. 5:08cv56/RS/EMT, 2009 WL 2168697, at *2 (N.D. Fla. July 17, 2009) (finding that a § 1983 plaintiff had no cognizable constitutional right to have prison guard prosecuted for making a false statement against him).

Just as Plaintiff would have no constitutional right to see other persons criminally prosecuted, she likewise has no constitutional right to have other persons (including the Stuart Police Officers) disciplined at their respective places of employment. As such, the First Amended Complaint fails to state a claim on these facts.

**The Request for Video Attendance**

The First Amended Complaint next alleges that the Stuart City Attorney and the Stuart HR Employee violated Plaintiff's constitutional rights by refusing to allow her to attend a hearing, by video, on her internal complaint against the Stuart Police Officers. This claim also fails. To begin, the First Amended Complaint remains unclear as to the nature of the internal complaint that Plaintiff filed and the hearing she wanted to attend. Plaintiff uses the acronyms "INOI" and "SIRB" (DE 61 ¶¶ 87, 101, 103), but the First Amended Complaint does not define these acronyms or identify the rules or regulations that governed these types of complaints or proceedings. Because the First Amended Complaint lacks sufficient detail to explain the alleged violations, the Court finds it fails to state a claim upon which relief can be granted. *See Twombly,* 550 U.S. at 555 ("[M]ore than labels and conclusions, and a formulaic recitation of the elements of a cause of action" are required to provide grounds for relief.).

Moreover, the First Amendment does not guarantee an unfettered right to speak at any public meeting, on any issue desired, and in any form desired. The Eleventh Circuit has recognized, for example, that city commission meetings are "limited public fora," and that municipalities "may restrict access ... by content-neutral conditions for the time, place, and manner of access, all of which must be narrowly tailored to serve a significant government interest." *See Thomas v. Howze*, 348 Fed. App'x. 474, 478 (11th Cir. 2009). To the extent Plaintiff attempts to replead this claim in the future, she will need to allege facts that show, among other things, that Defendants lacked a legitimate government interest in restricting the manner in which Plaintiff expressed her views, *i.e.*, by restricting her to a written letter rather than attendance by video conference.

**State-Created Danger**

The First Amended Complaint next alleges a "state created danger" claim against the Stuart Police Officers, the City of Stuart, the Stuart City Attorney, and the Stuart HR Employee. The Eleventh Circuit once recognized a "state-created danger" or "special danger" doctrine, under which the state had a duty, on substantive due process grounds, to protect individual from the acts of third parties when the state's actions place those individuals in "special danger." *See Mitchell v. Duval Cnty. Sch. Bd.*, 107 F.3d 837, 839 (11th Cir. 1997) ("In order for a plaintiff to hold the state liable under the "special danger" analysis, he must show that the state affirmatively placed him in a position of danger which was distinguishable from that of the general public."). In *White v. Lemacks*, 183 F.3d 1253, 1257–59 (11th Cir. 1999), however, the Eleventh Circuit concluded that the "special danger" doctrine had been superseded by the standard employed by the Supreme Court in *Collins v. City of Harker Heights, Tex.*, 503 U.S. 115 (1992). Under the *Collins* standard, conduct by a government actor will rise to the level of a substantive due process violation only if the act can be characterized as "arbitrary or conscience shocking in a constitutional sense." *See, e.g.*, *Collins*, 503 U.S. at 126-28; *Cnty of Sacramento v. Lewis*, 523 U.S. 833, 846 (1998).

To satisfy this standard, a plaintiff must do more than show mere negligence on the part of state actors. *See Waddell v. Hendry Cnty. Sheriff's Office*, 329 F.3d 1300, 1305 (11th Cir. 2003). Even deliberate indifference may not suffice. *See Nix v. Franklin Cnty. Sch. Dist.*, 311 F.3d 1373, 1376 (11th Cir. 2002) (concluding that deliberate indifference was insufficient to constitute a due-process violation in a non-custodial school setting). Instead, "only the most egregious official conduct can be said to be arbitrary in the constitutional sense." *Lewis*, 523 U.S. at 846.

Plaintiff's allegations here do not satisfy this standard. She alleges that Stuart Police Officers "barricaded" her at Stuart City Hall, but she does not allege how long the encounter lasted.

(DE 61 ¶¶ 104-05). Likewise, she alleges the encounter subjected her to a "potential risk of another medical emergency," but she does not allege that any such emergency resulted. (DE 61 ¶¶ 199-200). These allegations fall far short of shocking the conscience in a constitutional sense. *Cf. Waddell*, 329 F.3d at 1306-07 (affirming summary judgment in favor of public officials in a § 1983 action, where family of victim alleged that public officials released inmate from jail to work as a confidential informant, despite inmate's extensive drunk driving convictions, where inmate subsequently killed the victim in a drunk driving accident); *White*, 183 F.3d at 1259 (affirming dismissal of § 1983 action where nurses alleged the actions of jail officials caused them to be attacked and beaten by jail inmate); *Gayle v. Meade*, No. 20-21553-Cooke/Goodman, 2020 WL 1949737, *28 (S.D. Fla. April 22, 2020) (dismissing § 1983 action where inmates alleged jail officials placed them in danger of contracting COVID-19).

**First Amendment Retaliation**

The First Amended Complaint next alleges that the incident on July 25, 2019, gives rise to First Amendment retaliation claim because the Stuart Police Officers, the City of Stuart, the Stuart City Attorney, and the Stuart HR Employee "barricaded" her in retaliation for filing the First Federal Lawsuit. "To state a § 1983 First Amendment retaliation claim, a plaintiff generally must show: (1) she engaged in constitutionally protected speech … ; (2) the defendant's retaliatory conduct adversely affected that protected speech … ; and (3) a causal connection exists between the defendant's retaliatory conduct and the adverse effect on the plaintiff's speech …." *DeMartini v. Town of Gulf Stream*, 942 F.3d 1277, 1289 (11th Cir. 2019); *see also Hartman v. Moore*, 547 U.S. 250, 256 (2006) ("[T]he law is settled that as a general matter the First Amendment prohibits government officials from subjecting an individual to retaliatory actions, including criminal prosecutions, for speaking out.").

A Section 1983 plaintiff suffers an "adverse action if defendant's allegedly retaliatory conduct would likely deter person of ordinary firmness from exercise of First Amendment rights." *Bennett v. Hendrix*, 423 F.3d 1247, 1254 (11th Cir. 2005). As the Eleventh Circuit has recognized, government officials should not be liable when the plaintiff suffers only a "de minimis inconvenience to her exercise of First Amendment rights." *Id.* at 1254; *see also Bart v. Telford*, 677 F.2d 622, 625 (7th Cir. 1982) ("It would trivialize the First Amendment to hold that harassment for exercising the right of free speech was always actionable no matter how unlikely to deter a person of ordinary firmness from that exercise ....").

Here, Plaintiff alleges the Defendants "barricaded" her for an unspecified period of time on July 25, 2019, at the Stuart City Hall. (DE 61 ¶¶ 105,199). The Court finds these allegations would not likely "deter person of ordinary firmness from exercise of First Amendment rights." *See Bennett,* 423 F.3d at 1254. Indeed, the events that day did not deter the Plaintiff herself from continuing to litigate the First Federal Lawsuit or from filing another suit (this one) a year later. *See Hayes v. Dahlke*, 976 F.3d 259, 274 (2d Cir. 2020) (noting that alleged retaliation did not prevent the plaintiff from further exercise of his First Amendment rights, namely, filing additional prison grievances). Also, Plaintiff has not alleged facts that show a plausible causal nexus between her protected free speech and the alleged retaliatory animus of the Defendants who committed the alleged conduct of July 25, 2019. *See DeMartini,* 942 F.3d at 1289 (setting forth the elements of a First Amendment retaliation claim).

**_Monell_ Claim**

The First Amended Complaint next alleges *Monell* claims against the Stuart Police Department, the City of Stuart, Chief Dyess, the Stuart City Attorney, and the Stuart HR Employee. These claims recognize that a Section 1983 plaintiff cannot rely upon the theory of

respondeat superior. *See Monell v. Dep't. of Soc. Servs.*, 436 U.S. 658, 692, (1978) (finding that §1983 "cannot be easily read to impose liability vicariously on governing bodies solely on the basis of the existence of an employer-employee relationship with a tortfeasor"). Instead, local government entities can only be held liable under Section 1983 when the "execution of the government's policy or custom ... inflicts the injury." *City of Canton v. Harris*, 489 U.S. 378, 385 (1989).

To impose Section 1983 municipal liability, therefore, a plaintiff must allege facts that show: (1) that his or her constitutional rights were violated; (2) that the municipality had a policy or custom that constituted deliberate indifference to that constitutional right; and (3) that the policy or custom caused the violation. *McDowell v. Brown*, 392 F.3d 1283, 1289 (11th Cir. 2004). "To establish a policy or custom, it is generally necessary to show a persistent and wide-spread practice…." *Depew v. City of St. Mary's Ga.*, 787 F.2d 1496, 1499 (11th Cir. 1986); *see also Smith v. Mercer*, 572 F. App'x 676, 679 (11th Cir. 2014) ("A plaintiff must identify a 'consistent and widespread practice' of constitutional deprivations to prove local government liability for an unofficial custom."); *Carter v. Columbus Consol. Gov't*, 559 F. App'x 880, 881 (11th Cir. 2014) ("[T]he challenged practice or custom must be 'so pervasive as to be the functional equivalent of a formal policy.'") (quoting *Grech v. Clayton Cnty.*, 335 F.3d 1326, 1330 n.6 (11th Cir. 2003)).

A Section 1983 plaintiff can also show "deliberate indifference" through a municipality's failure to train its employees, and this failure may constitute a "policy or custom" actionable under Section 1983. *See Canton*, 489 U.S. at 379 (rejecting defendant's argument that municipal liability can be imposed only where the challenged policy itself is unconstitutional and finding that "there are limited circumstances in which a 'failure to train' allegation can be the basis for

liability [under § 1983]."); *see also Gold v. City of Miami*, 151 F.3d 1346, 1350 (11th Cir. 1998) ("[A]n allegation of failure to train or supervise can be the basis for liability under § 1983 ... only where the municipality inadequately trains or supervises its employees, this failure to train or supervise is a city policy, and that city policy causes the employees to violate a citizen's constitutional rights.").

In this case, the First Amended Complaint fails to allege facts that show widespread policies or customs that amounted to a deliberate indifference to constitutional rights. As to the failure-to-train allegation, the First Amended Complaint identifies numerous valid municipal policies that Defendants allegedly failed to follow; however, the First Amended Complaint fails to allege specific facts showing a failure to train employees to follow these policies. Instead, Plaintiff relies on conclusory and boilerplate allegations, with little to no supporting facts. (DE ¶¶ 210-12). Such allegations are not sufficient to state a claim. *See Twombly,* 550 U.S. at 555 ("[M]ore than labels and conclusions, and a formulaic recitation of the elements of a cause of action" are required to provide grounds for relief.).

Indeed, the bulk of Plaintiff's allegations refer strictly to her own interactions with the Defendants, from which she concludes the existence of widespread unconstitutional polices or customs, or widespread failure to train. Courts have repeatedly rejected *Monell* claims where the plaintiff fails to allege facts beyond his or her own interactions with the defendants. *See Campbell v. City of Jacksonville*, No. 3:17-cv-914-J-34JRK, 2018 WL 1463352, at *16 (M.D. Fla. Mar. 23, 2018) (dismissing § 1983 claim where plaintiff described only a single incident and failed to offer any facts supporting the existence of a widespread custom); *Willis v. City of Coral Springs*, No. 16-CV-60959, 2016 WL 3747611, at *5 (S.D. Fla. July 13, 2016) (concluding that failure to train claim was insufficiently pled, where plaintiff alleged no "fact allegations relating to anything other

than the events of [plaintiff's own interactions]"); *Whitaker v. Miami-Dade Cnty.*, 126 F. Supp. 3d 1313, 1327-28 (S.D. Fla. 2015) (dismissing failure-to-train claims because "the facts alleged simply do not plausibly give rise to the inference that a final policymaker for the County made a 'decision not to train the officer'"); *Larosa v. City of Sweetwater*, No. 13-21585, 2014 WL 235449, at *2 (S.D. Fla. Jan. 22, 2014) (dismissing complaint that "offer[ed] no factual allegations other than [plaintiff's] own arrest and the circumstances surrounding that arrest" to substantiate allegations of a policy or custom).

For the reasons stated above, the undersigned recommends that all claims against the Stuart Police Officers, the Stuart Police Department, the City of Stuart, Chief Dyess, the Stuart City Attorney, and the Stuart HR Employee be dismissed. Because Plaintiff is proceeding pro se, the undersigned recommends dismissal be without prejudice, so that Plaintiff can be afforded one further opportunity to cure pleading defects.

**G. Jail Employees & Sheriff Snyder**

Plaintiff next alleges a variety of claims against the Jail Employees and Sheriff Snyder: **Count I** (First Amendment Violation Freedom of Speech and Religious Practice), **Count II** (Fourth Amendment Illegal Search and Seizure), **Count IV** (Sixth Amendment Impediment of Defense), **Count V** (Eighth Amendment Grossly Disproportionate Punishment), **Count VI** (*Monell* claims). These counts stem from the following allegations:

- In April 2015 Jail Employees improperly put Plaintiff in solitary confinement, which impeded her ability to defend herself on criminal charges. They also denied her grievance procedures. (DE 61 ¶¶ 141-42, 186-87, 191-92, 201).

- On three subsequent occasions June 11, 2015, April 8, 2016, and November 2, 2016, Jail Employees put Plaintiff in solitary confinement without probable cause. (DE 61 ¶¶ 143, 148, 207).
- In August 2019, Jail Employees threatened to place Plaintiff in solitary confinement, and denied her other privileges, in retaliation for the First Federal Lawsuit. (DE 61 ¶¶ 145-46, 188, 208).
- In 2019, Jail Employees denied Plaintiff access to the law library, copies of her court filings, writing utensils, paper, and postage, which impeded her defense of probation charges and her ability to litigate ongoing civil lawsuits. (DE 61 ¶¶ 146, 188, 192).
- Sheriff Snyder failed to train the Jail Employees to ensure they did not violate Plaintiff's constitutional rights, and/or Sheriff Snyder adopted or applied policies or customs that led to those violations. (DE 61 ¶¶ 147, 193, 203, 209, 214-15).

These claims should be dismissed for several reasons.

**1. Statute of Limitations**

First, as previously explained in section III.D above, the statute of limitations bars portions of these claims. Many of Plaintiff's relevant allegations concern events that took place prior to April 5, 2017. Claims stemming from these facts should be dismissed. For clarity, these are: **Count I**, paragraphs 186-87; **Count II**, paragraphs 191-93; **Count IV**, paragraphs 201-03; **Count V**, paragraph 207, 209**; Count VI**, paragraph 213-15.

**2. Qualified Immunity**

Next, Plaintiff has not alleged facts to overcome qualified immunity. *See, e.g.*, *al-Kidd*, 563 U.S. at 735. Plaintiff makes three timely allegations (1) In 2019, Jail Employees threatened

to put her in solitary confinement in retaliation for First Amendment protected free speech; (2) in 2019, Jail Employees impeded her ability to defend herself in ongoing probation violation charges and civil lawsuits, and (3) Sheriff Snyder failed to train Jail Employees after April 5, 2017. As set forth below, these allegations fail to state a claim for a constitutional violation, let alone a "clearly established" constitutional violation.

**First Amendment Retaliation**

As to the claim that Jail Employees retaliated against Plaintiff for protected speech, this claim fails for multiple reasons. First, the First Amended Complaint does not allege facts that show an adverse action that would "likely deter person of ordinary firmness from exercise of First Amendment rights." *See Bennett*, 423 F.3d at 1254. Mere verbal threats to place a plaintiff in solitary confinement, without more, do not rise to the level of an adverse action. *See Hayes v. Starling*, No. 20-cv-81921-RAR, 2022 WL 1211377, at *4 (S.D. Fla. April 25, 2022) (verbal threat to place inmate in solitary confinement not sufficient to allege First Amendment retaliation claim); *cf. Fretwell,* 2009 WL 2168697 at *2 (verbal threats, without more, not sufficient to state an Eighth Amendment violation). Moreover, the Court again notes that the alleged verbal threats by Jail Employees did not, in fact, deter Plaintiff from continuing to litigate lawsuits against the Defendants. *See Hayes*, 2022 WL 1211377 at *4 (noting that inmate continued to file prison grievances even after alleged retaliatory threats to put him in solitary).

**Access to Courts**

Next, as to the claim that Jail Employees impeded Plaintiff's ability to litigate her ongoing civil and criminal cases, the law recognizes no per se constitutional right to a law library or legal assistance, but only "a reasonably adequate opportunity to present claimed violations of fundamental constitutional rights to the Courts." *Juiffre v. Broward Sheriff's Office*, 717 F. App'x

886, 888 (11th Cir. 2017) (quoting *Lewis v. Casey*, 518 U.S. 343, 351 (1996)). To bring an access to the courts claim, an inmate "must show actual injury in the pursuit of specific types of nonfrivolous cases: direct or collateral attacks on sentences and challenges to conditions of confinement." *Id.* (quoting *Wilson v. Blankenship*, 163 F.3d 1284, 1290 (11th Cir. 1998)). The impairment of any other "litigating capacity is simply one of the incidentals (and perfectly constitutional) consequences of conviction and incarceration." *Id.* To show actual injury, the inmate must show that shortcomings in the jail's law library or legal assistance program "hindered his [or her] efforts to pursue a legal claim." *Lewis*, 518 U.S. at 351.

In this case, the First Amended Complaint makes boilerplate allegations and conclusory statements but fails to allege specific factual details as to how Jail Employees hindered Plaintiff's ability to represent herself pro se. (DE ¶¶ 148, 188). In particular, the First Amended Complaint does not allege the exact legal proceedings at issue, the details of how Jail Employees prevented her from representing herself pro se in these proceedings, or the details of how and why the activities of Jail Employees caused Plaintiff to suffer negative outcomes in her legal proceedings. Also, the First Amended Complaint does not allege facts that show the legal proceedings that Jail Employees allegedly hindered were "nonfrivolous cases." *See Juiffre*, 717 F. App'x at 888. Because the First Amended Complaint lacks sufficient detail to explain the alleged violations, the Court finds it fails to state a claim upon which relief can be granted. *See Twombly*, 550 U.S. at 555 ("[M]ore than labels and conclusions, and a formulaic recitation of the elements of a cause of action" are required to provide grounds for relief.).

For these reasons, the undersigned recommends that all claims against the Jail Employees be dismissed. Because Plaintiff is proceeding pro se, the undersigned recommends that dismissal

be without prejudice, so that Plaintiff can be afforded one further opportunity to cure pleading defects.

***Monell* Claim**

For the same reasons set forth in Section III.F.3 above, Plaintiff fails to allege a constitutional *Monell* claim against Sheriff Snyder. To do so, Plaintiff must allege facts that show persistent and wide-spread policies or customs or failures to train. *See* Section III.F.3. Plaintiff has not done so here. Rather, she has simply alleged the facts of her own personal encounters with law enforcement and other public officials, from which she infers the existence of widespread unconstitutional polices or customs, or widespread failure to train. Likewise, the First Amended Complaint identifies numerous valid Model Jail Standards and grievance procedures that Plaintiff believes were violated, but Plaintiff fails to allege specific facts showing a failure to train employees to follow these policies and procedures. Instead, Plaintiff relies on conclusory and boilerplate allegations of failure to train. (DE ¶¶ 191, 193, 213-15).

For these reasons, the undersigned recommends that all claims against Sheriff Snyder be dismissed. Because Plaintiff is proceeding pro se, the undersigned recommends that dismissal be without prejudice, so that Plaintiff can be permitted one further opportunity to cure pleading defects.

**H. Probation Officers**

Plaintiff sued three Probation Officers and alleged the following claims: **Count II** (Fourth Amendment Illegal Search and Seizure), **Count VII** (Federal Conspiracy). These counts stem from the following allegations:

- In June 2015 Probation Officers wrongly accused Plaintiff of violating probation by contacting Gallas, even though the contact was a mistaken "butt dialed" phone

call. Plaintiff was entitled to alternative sanctions but instead received jail time. (DE 61 ¶¶ 151, 153-54, 170, 194).

- In April 2016, Probation Officers wrongly accused Plaintiff of violating probation by contacting Gallas, even though she had not done so. Plaintiff spent time in jail as a result. Plaintiff was entitled to alternative sanctions, but instead received jail time. (DE 61 ¶¶ 152-54, 170, 194).
- In May 2019, Probation Officers wrongly accused Plaintiff of violating probation by failing to pay court-ordered restitution to Gallas, even though Gallas had waived his right to restitution by way of a separate settlement agreement. This caused Plaintiff to be arrested, extradited from Tennessee, transported to Florida in a cruel and unusual manner, and sentenced to 365 days in the Monroe County Jail. She was also denied an evidentiary hearing before her arrest, and such hearing would have negated her guilt. (DE 61 ¶¶ 160-65, 170-71, 194-95).
- Probation Officer Cracchiola failed to train other Probation Officers to ensure they did not violate Plaintiff's constitutional rights, and/or he adopted or applied policies or customs that led to those violations. (DE 61 ¶¶ 224-25).

These claims should be dismissed for several reasons.

**1. Statute of Limitations**

First, as previously explained in section III.D above, the statute of limitations bars portions of these claims. Many of Plaintiff's relevant allegations concern events that took place prior to April 5, 2017. Claims stemming from these facts should be dismissed. For clarity, these are: **Count II**, paragraphs 194-95, and **Count VII**, paragraphs 224-25.

### 2. *Heck* Bar

Next, many of Plaintiff's claims are barred by *Heck* 512 U.S. at 486-87, which prohibits Section 1983 plaintiffs from obtaining money damages based on an allegedly unconstitutional conviction or imprisonment that was never reversed on direct appeal, expunged, declared invalid, or called into question by any court. "[F]or Heck to apply, it must be the case that a successful § 1983 suit and the underlying conviction [or imprisonment] be logically contradictory." *Dyer*, 488 F.3d at 884.

Here, Plaintiff alleges that Probation Officers violated her constitutional rights by wrongfully accusing her of probation violations in 2019, causing her to wrongfully spend time in the Martin County Jail. She also alleges that Probation Officer Cracchiola committed *Monell* violations that caused these improper probation violations and jail time. However, Plaintiff has not alleged facts to show that any of her probation violations or jail terms were reversed on appeal, expunged, or otherwise declared invalid or called into questions by a tribunal authorized to make such determination. *See Heck*, 512 U.S. at 486-87. As such, these claims must be dismissed.

For the reasons stated above, the undersigned recommends that all claims against the Probation Officers be dismissed. Because Plaintiff is proceeding pro se, the undersigned recommends that this dismissal be without prejudice, so that Plaintiff can be permitted one further opportunity to cure pleading defects.

## IV. Conclusion

Accordingly, the undersigned recommends that Defendants' Motion (DE 74) be **GRANTED IN PART WITH PREJUDICE AND GRANTED IN PART WITHOUT PREJUDICE** as follows:

(1) As to the Florida Department of Corrections, all claims shall be **DISMISSED WITH PREJUDICE.**

(2) As to Assistant State Attorneys Kaitlyn Bingham, Nita Denton, Theodore Roodhof, and Bruce Colton, all claims shall be **DISMISSED WITH PREJUDICE.**

(3) As to Probation Officers Robin Hill, Joseph Cracchiola, and Frank Ceja, all official capacity claims shall be **DISMISSED WITH PREJUDICE**, and all individual-capacity claims shall be **DISMISSED WITHOUT PREJUDICE.**

(4) As to claims for injunctive relief, all such claims shall be **DISMISSED WITH PREJUDICE.**

(5) As to Dennis Gallas, all claims shall be **DISMISSED WITH PREJUDICE.**

(6) As to the City of Stuart, the Stuart Police Department, Officer Nyugen Vo, Officer Chris Heitfeld, Officer Mathew Cernuto, Officer Derek Ortado, Officer Michael Gerwan, Officer Charles Buchanan, Stuart Chief of Police David Dyess, Stuart City Attorney Michael Mortell, and Stuart HR Person Roz Johnson, all claims shall be **DISMISSED WITHOUT PREJUDICE.**

(7) As to Martin County Sheriff William D. Snyder, Katrina Christie (Paris), Stephanie Westbrook (Gaskins), Kaylie Lymon, Dee Randolph, and Ewell (Perfetti), all claims shall be **DISMISSED WITHOUT PREJUDICE.**

## V. Notice of Right to Object

The parties shall have fourteen (14) days from the date of being served with a copy of this Report and Recommendation within which to file written objections, if any, with United States District Judge Aileen M. Cannon. Failure to file objections timely shall bar the parties from a *de*

*novo* determination by the District Judge of an issue covered in the Report and Recommendation and shall bar the parties from attacking on appeal unobjected-to factual and legal conclusions contained in this Report and Recommendation. *See* 28 U.S.C. § 636(b)(1); *Thomas v. Arn*, 474 U.S. 140, 149 (1985); *Henley v. Johnson*, 885 F.2d 790, 794 (11th Cir. 1989); 11th Cir. R. 3-1.

**RESPECTFULLY SUBMITTED** in Chambers at West Palm Beach in the Southern District of Florida, this 15th day of July 2022.



RYON M. MCCABE
U.S. MAGISTRATE JUDGE

**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF FLORIDA**
**FORT PIERCE DIVISION**

**CASE NO. 21-14156-CIV-CANNON/McCabe**

**JANINE A. ALEXANDER,**

Plaintiff,

v.

**CITY OF STUART, et al.,**

Defendants.
_____/

**ORDER ACCEPTING IN PART AND REJECTING IN PART MAGISTRATE JUDGE'S REPORT AND RECOMMENDATION**

**THIS CAUSE** comes before the Court upon Defendants' Combined Motion to Dismiss the First Amended Complaint (the "Motion") [ECF No. 74], filed on October 27, 2021. The Motion was referred to Magistrate Judge Ryon M. McCabe for a report and recommendation [ECF No. 89]. On July 15, 2022, Judge McCabe issued a report, recommending that the Motion be granted, and that some of the claims be dismissed with prejudice and that some of the claims be dismissed without prejudice (the "Report") [ECF No. 91]. The Court has reviewed the Report [ECF No. 91], Plaintiff's Objections [ECF No. 94], Defendants' Joint Response to the Objections [ECF No. 97], and the full record. For the reasons set forth below, the Report [ECF No. 91] is **ACCEPTED IN PART AND REJECTED IN PART**.

**RELEVANT BACKGROUND**

Plaintiff filed her initial complaint against Defendants on April 5, 2021, alleging that Defendants committed numerous violations of her constitutional rights under federal and Florida state law [ECF No. 1]. On July 13, 2021, Defendants filed a motion to dismiss [ECF No. 43], which the Court referred to Judge Shaniek Maynard for a report and recommendation

[ECF No. 54]. On September 9, 2021, Judge Maynard entered a report and recommendation outlining the applicable law, summarizing the underlying facts, and recommending that the motion to dismiss be granted in part and denied in part and that the Complaint be dismissed without prejudice [ECF No. 56]. The Court adopted Judge Maynard's report on September 28, 2021 [ECF No. 59]. In doing so, the Court noted that it would "not grant Plaintiff further opportunities to amend her Complaint absent the requisite showing under the law" [ECF No. 59 p. 2].

Plaintiff filed the First Amended Complaint [ECF No. 61] on October 12, 2021. Defendants subsequently filed the instant Joint Motion to Dismiss [ECF No. 74]. The Motion was referred to Judge McCabe for a Report and Recommendation on June 6, 2022 [ECF No. 89]. On July 15, 2022, Judge McCabe entered his comprehensive Report [ECF No. 91], recommending that the instant Motion to Dismiss be granted and that some of Plaintiff's claims be dismissed with prejudice and others be dismissed without prejudice [ECF No. 91]. Plaintiff filed her Objections on September 8, 2022 [ECF No. 94]. Defendants subsequently filed a Joint Response expressing agreement with Judge McCabe's recommendation [ECF No. 97 (characterizing Plaintiff's Objection as a "rambling" and "confused" narrative "that cannot be followed and/or understood")]. The Report is ripe for adjudication.

## LEGAL STANDARD

To challenge the findings and recommendations of a magistrate judge, a party must file specific written objections identifying the portions of the proposed findings and recommendation to which objection is made. *See* Fed. R. Civ. P. 72(b)(3); *Heath v. Jones*, 863 F.2d 815, 822 (11th Cir. 1989); *Macort v. Prem, Inc.*, 208 F. App'x 781, 784 (11th Cir. 2006). A district court reviews de novo those portions of the report to which objection is made and may accept, reject, or modify in whole or in part, the findings or recommendations made by the magistrate judge.

28 U.S.C. § 636(b)(1). To the extent a party fails to object to parts of the magistrate judge's report, the Court may accept the recommendation so long as there is no clear error on the face of the record. *Macort*, 208 F. App'x at 784. Legal conclusions are reviewed de novo, even in the absence of an objection. *See LeCroy v. McNeil*, 397 F. App'x 554, 556 (11th Cir. 2010); *Cooper-Houston v. S. Ry. Co.*, 37 F.3d 603, 604 (11th Cir. 1994).

**DISCUSSION**

Plaintiff's "Objection(s)" to Judge McCabe's Report, presented in a 130-page filing containing what appears to be an embedded proposed amended complaint, consists of an additional lengthy recitation of the facts from the First Amended Complaint [ECF No. 94 pp. 2–4]. To the extent Plaintiff attempts to present substantive arguments to challenge Judge McCabe's findings in the Report [ECF No. 94 pp. 4–40], those arguments mirror in substance the arguments raised in the First Amended Complaint [ECF No. 61], which Judge McCabe soundly rejected in the Report [ECF No 91]. Overall, the Court finds the Report to be comprehensive and well-reasoned and accepts its legal analysis.

The Court rejects the Report, however, to the extent it recommends that some of Plaintiff's claims be dismissed without prejudice as to certain Defendants [*see* ECF No. 91 pp. 35–36]. The Court's Order Adopting Judge Maynard's earlier Report and Recommendations noted that Plaintiff would not be granted "further opportunities to amend her Complaint absent the requisite showing under the law" [ECF No. 59 p. 2]. At this juncture, in light of the deficiencies identified in Judge McCabe's Report [ECF No. 91], Plaintiff's unpersuasive Objections [ECF No. 94], and Plaintiff's previous opportunity to amend her complaint following Judge Maynard's Report [ECF No. 59], it is clear that amendment would be futile. *See Bryant v. Dupree*, 252 F.3d 1161, 1163 (11th Cir. 2001) (recognizing that courts need not allow amendment where it would be futile). This is

confirmed by what appears to be Plaintiff's proposed Second Amended Complaint, which is embedded within the Objections and does not cure any of the deficiencies identified in the Report [ECF No. 94 pp. 43–129].

## CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. The Report and Recommendation [ECF No. 91] is **ACCEPTED IN PART AND REJECTED IN PART**.
   a. Defendants' Combined Motion to Dismiss the First Amended Complaint [ECF No. 74] is **GRANTED**.
   b. The First Amended Complaint [ECF No. 61] is **DISMISSED WITH PREJUDICE**.
2. Final judgment will be entered separately pursuant to Rule 58 of the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 58.

**DONE AND ORDERED** in Chambers at Fort Pierce, Florida this 22nd day of September 2022.

**AILEEN M. CANNON**
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record

**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF FLORIDA**
**FORT PIERCE DIVISION**

**CASE NO. 21-14156-CIV-CANNON/McCabe**

**JANINE A. ALEXANDER,**

Plaintiff,

v.

**CITY OF STUART, et al.,**

Defendants.
_____/

**FINAL JUDGMENT**

**THIS CAUSE** comes before the Court upon the Defendants' Combined Motion to Dismiss the First Amended Complaint [ECF No. 74], and Magistrate Judge Ryon M. McCabe's Report and Recommendation [ECF No. 91]. The Court accepted in part and rejected in part the Report and Recommendation in a separate order [ECF No. 98]. In accordance with Rule 58 of the Federal Rules of Civil Procedure, it is hereby

**ORDERED AND ADJUDGED** as follows:

1. Judgment is entered in favor of Defendants and against Plaintiff Janine Alexander.
2. Plaintiff shall nothing by this action.
3. The Clerk of the Court shall **CLOSE** this case.

**DONE AND ORDERED** in Chambers at Fort Pierce, Florida this 22nd day of September 2022.

**AILEEN M. CANNON**
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record