



AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

APRIL 13, 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, Roz Johnson Strong

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - HISTORICAL SOCIETY OF MARTIN COUNTY AND THE SOROPTIMIST OF STUART VIDEO PRESENTATION

PROCLAMATIONS

2. PUBLIC SAFETY TELECOMMUNICATORS WEEK - APRIL 12–18, 2026
3. DONATE LIFE MONTH - APRIL 2026
4. SEXUAL ASSAULT AWARENESS MONTH - APRIL 2026
5. STAMP OUT HUNGER DAY - MAY 9, 2026
6. FLORIDA EMANCIPATION DAY - MAY 20, 2026

PRESENTATIONS

7. OB AND CLEVELAND CLINIC TRANSPORTS BY DR. SCHEPPKE, MD

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

8. APPROVAL OF 03/23/2026 CCM MINUTES (RC)
9. UTILITY SERVICE AGREEMENT ASSIGNMENT — 3551 S. KANNER HIGHWAY (RC):

RESOLUTION No. 25-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR THE CITY'S CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF THAT CERTAIN UTILITY SERVICE AGREEMENT DATED JANUARY 28, 2019, BY AND BETWEEN CERTUS STU OWNER, LLC, AND THE CITY OF STUART; AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.
10. CHILDREN SERVICES COUNCIL OF MARTIN COUNTY YOUTH CRIME PREVENTION/INTERVENTION PROGRAM (RC):

RESOLUTION No. 26-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE YOUTH CRIME PREVENTION/INTERVENTION PROGRAM COUNSELOR FOR FISCAL YEAR 2027; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN'S SERVICES COUNCIL GRANT IF APPROVED; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN'S SERVICES

COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. FPL EASEMENT ON GUY DAVIS COMMUNITY PARK (RC):

RESOLUTION No. 27-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA POWER & LIGHT FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

12. POLK STREET HOTELS, INC. (AKA FAIRFIELD INN HOTEL) AMENDMENT TO THE OFFICIAL ZONING ATLAS (REZONE) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2537-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

13. WAL-MART EXTERIOR REBRAND - MAJOR COMMERCIAL PLANNED UNIT DEVELOPMENT AMENDMENT (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2551-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

14. CENTRAL PARKWAY BLINKING LIGHT

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: 4/13/2026

Prepared by: Mary Kindel

Title of Item:

ARTS MOMENT - HISTORICAL SOCIETY OF MARTIN COUNTY AND THE SOROPTIMIST OF STUART VIDEO PRESENTATION

Summary Explanation/Background Information on Agenda Request:

Brought to us by the Martin County Historical Society and the Soroptimist of Stuart, the April Arts Moment is a video presentation highlighting the rich history of Martin County and the House of Refuge. This engaging "history brought to life" video offers a visual and narrative look at the significance of the House of Refuge and its role in the early development and coastal heritage of the community.

Funding Source:

N/A

Recommended Action:

No action, enjoy!

ATTACHMENTS:

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

Meeting Date: 4/13/2026

Prepared by: Susej Meleqi

Title of Item:

PUBLIC SAFETY TELECOMMUNICATORS WEEK - APRIL 12–18, 2026

Summary Explanation/Background Information on Agenda Request:

Every year during the second week of April, the telecommunications personnel in the public safety community are honored. National Public Safety Telecommunicators Week celebrates and thanks those who dedicate their lives to serving the public.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Public Safety Telecommunicators Week - April

City of Stuart, Florida
Proclamation
PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 12 – 18, 2026

Whereas, emergencies can occur at any time that require police, fire, or emergency medical services. When an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Stuart’s emergency communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services. Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and

Whereas, Public Safety Telecommunicators of the City of Stuart has contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, do hereby proclaim April 12-18, 2026 as **Public Safety Telecommunicators Week**. In witness whereof, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of April, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 4/13/2026

Prepared by: Susej Meleqi

Title of Item:

DONATE LIFE MONTH - APRIL 2026

Summary Explanation/Background Information on Agenda Request:

Donate Life Month is a celebration that honors living organ and tissue donors for saving and healing lives! In 2025 thanks to the generosity of over 23,787 deceased and living donors a record number of transplants, nearly 49,065, occurred.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Donate Life Month - April

City of Stuart, Florida

Proclamation

DONATE LIFE MONTH APRIL 2026

Whereas, one of the most meaningful gifts that a human being can bestow upon another is the gift of life. Over 105,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 6,000 reside in Florida; and

Whereas, a record number of transplants, nearly 49,065, occurred in 2025 thanks to the generosity of over 23,787 deceased and living donors, of which LifeLink of Florida honored more donors than ever before serving 360 organ donors who provided 995 lifesaving transplant patients in need; and

Whereas, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8-minutes and each day roughly 17 people die due to the lack of available organs; and

Whereas, more than 10 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license. Non-profit, Lifelink of Florida, is dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, do hereby proclaim April 2026 as **Donate Life Month**. In witness whereof, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of April, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 4/13/2026

Prepared by: Susej Meleqi

Title of Item:

SEXUAL ASSAULT AWARENESS MONTH - APRIL 2026

Summary Explanation/Background Information on Agenda Request:

The Inner Truth Project is a not-for-profit organization committed to changing the conversation and eliminating the shame and secrecy of sexual abuse, violence or rape. The Inner Truth Project offers different programs for those in need with compassion, dignity, education, empowerment, and more.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Sexual Assault Awareness Month - April

City of Stuart, Florida
Proclamation
SEXUAL ASSAULT AWARENESS MONTH
APRIL 2026

- Whereas,** sexual assault remains a serious and pervasive issue that affects individuals of all ages, genders, races, and backgrounds; and
- Whereas,** raising awareness about the prevalence of sexual assault and the need for prevention is essential to fostering a safer and more supportive society for all; and
- Whereas,** Sexual Assault Awareness Month serves as an opportunity to educate communities about the impact of sexual violence, as well as to empower survivors by providing resources, support, and encouragement for healing; and
- Whereas,** it is crucial to continue advocating for policies and programs that prevent sexual assault, support survivors, and hold perpetrators accountable to ensure the safety and dignity of every individual.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, do hereby proclaim April 2026 as **Sexual Assault Awareness Month**. In witness whereof, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of April, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 4/13/2026

Prepared by: Susej Meleqi

Title of Item:

STAMP OUT HUNGER DAY - MAY 9, 2026

Summary Explanation/Background Information on Agenda Request:

The Stamp Out Hunger Food Drive is a charitable initiative conducted by the United States Postal Service, National Rural Letter Carriers' Association & National Association of letter carriers in the United States to make significant donations of food to organizations serving needy people. To donate, just place a box or can of non-perishable food next to your mailbox before your letter carrier delivers mail on the second Saturday in May.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Stamp Out Hunger Day - May 9

City of Stuart, Florida

Proclamation

Stamp Out Hunger Day
May 9, 2026

Whereas, every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one day food drive, distributing the donations to local food banks; and

Whereas, the Letter Carriers' Stamp Out Food Hunger Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than a billion pounds of food have been collected; and

Whereas, food collected during the Stamp Out Hunger food drive provides a critical supply for House of Hope and partnering local agencies who strive to empower Martin County residents to overcome hunger and hardship. Collected food items supply the four Client Choice pantry services in Martin County and expanding nutrition initiatives designed to combat the rising levels of obesity-related illnesses in lower income households; and

Whereas, we would like to recognize all letter carriers for their hard work and their commitment to their communities. All food collected in our community stays in our community and we support carriers' efforts to help those in need in our community.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, do hereby proclaim May 9, 2026 as **Stamp Out Hunger Day**. In witness whereof, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 9th day of March, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 4/13/2026

Prepared by: Susej Meleqi

Title of Item:

FLORIDA EMANCIPATION DAY - MAY 20, 2026

Summary Explanation/Background Information on Agenda Request:

Florida Emancipation Day is observed annually on May 20, commemorating the day in 1865 when Union Brigadier General Edward M. McCook arrived in Tallahassee and formally announced the Emancipation Proclamation from the steps of the Knott House. This proclamation marked the official end of slavery in Florida, occurring over two years after President Abraham Lincoln's initial declaration on January 1, 1863.

Funding Source:

N/A

Recommended Action:

Issue Proclamation

ATTACHMENTS:

1. Florida Emancipation Day - May

City of Stuart, Florida
Proclamation
FLORIDA EMANCIPATION DAY
MAY 20, 2026

Whereas, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, declaring that all persons held as slaves within rebelling states “shall be then, thenceforward, and forever free”; and

Whereas, on May 20, 1865, Union Brigadier General Edward M. McCook announced in Tallahassee, Florida, that enslaved people in the state were free, marking a significant moment in the realization of freedom and citizenship for African Americans. Newly freed slaves celebrated this announcement with a picnic at Bull's Pond, which is located in Tallahassee and today called Lake Ella; and

Whereas, for generations, communities across Florida have commemorated this day to honor the resilience, strength, and enduring contributions of African Americans, while reflecting on the ongoing pursuit of equality and justice; and

Whereas, the City of Stuart will celebrate Florida Emancipation Day on May 20, 2026, at Spectrum Academy, formerly known as the Stuart Training School, with the theme “Rooted in Resilience, Unstoppable Together,” recognizing both the historical significance of this day and the unity of our community.

NOW, THEREFORE, I, Christopher Collins, Mayor of the City of Stuart, Florida, do hereby proclaim May 20, 2026, as **Florida Emancipation Day** in the City of Stuart, and encourage all residents to reflect upon this important history and participate in its observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of April, 2026.

CHRISTOPHER COLLINS
MAYOR

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

Meeting Date: 4/13/2026

Prepared by: Mary Kindel

Title of Item:

OB AND CLEVELAND CLINIC TRANSPORTS BY DR. SCHEPPKE, MD

Summary Explanation/Background Information on Agenda Request:

This presentation was requested by Mayor Collins. Dr. Scheppke, MD, Stuart Fire Rescue Medical Director will present on the OB and Cleveland Clinic Transports.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 4/13/2026

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 03/23/2026 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 03/23/2026 CCM Minutes

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MARCH 23, 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, Roz Johnson Strong
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel**

ROLL CALL

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

INVOCATION

Pastor James Brocious of Stuart Alliance Church gave the invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Commented on the Friends & Neighbors Newsletter and its negative comments.
- Commented on the FLC Municipal Achievement Awards Program; requests approval from the Board to have the City of Stuart apply under the Environmental Stewardship, category for the Vertical Oyster Garden; received consent of the Board.

Commissioner Clarke

- Commented on Women's History Month and noted the Supervisor of Elections' recent post recognizing women in leadership in our community.
- Reported on the progress of the Emancipation Day Celebration Event.
- Expressed the importance of confusion corner.

- Commented on the availability of East Stuart area lots and working with Habitat for Humanity to build housing on them.

Mayor Collins

- Thanked Jim Chrulski, Director of Community Services, and Milton Leggett, Director of Public Works, for a well put together amphitheater event, accommodating up to 1,500 people.
- Asked fellow Board Members to keep an eye on the School Board Meeting as they may discuss the property that we were discussing to potentially purchase.
- Announced and thanked Michael Giardino, the proposed new City Manager, for being present tonight.

COMMENTS BY CITY MANAGER

Interim City Manager Johnson Strong

- Commented on the successful Amphitheater Event and announced many of the additional entities and staff that played a big part in the fruition.
- Reported on "What's good" in the City, provided information on muck removal and announced Lieutenant Brian Bassio's graduation from the FBI Academy.
- Announced upcoming events on Saturday, March 28th, 2026:
 - Memorial Park; Annual Egg Stroll at 10 a.m.
 - Riverwalk Stage; Centennial Celebration, from 12 p.m. to 5 p.m.
 - Amphitheater; Led Zeppelin Tribute at 6 p.m.
 - 10th Street Community; Helen McBride Celebration of Life, from 3 p.m. to 7 p.m.
- Announced City Hall Employee Appreciate Week starting on March 30th.

APPROVAL OF AGENDA

6:15 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

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

1. Jim Snedeker - Stuart; Expressed that it would be a material breach if the City used half-cent sales tax for the School Board Property.
2. Clay Scherer - Stuart; Commented on the half-cent sales tax discussion, felt the past discussion was not well thought out; the Commission may want to access expertise in that area.
3. Janine Alexander - Gainesville; Commented on her case, read from Police Policy 27.
4. Candace Callahan - Stuart; Reported on Stuart Main Street events and updates, invited all to the Mornings on Main Street breakfast meeting.
5. Frank McChrystal - Stuart; Disclosed that his wife is the principal of Redeemer Lutheran, commented on school shootings, and thanked the Police Chief for allowing the resource officer to remain at that school.

APPROVAL OF CONSENT CALENDAR

1. APPROVAL OF 3/9/2026 CCM MINUTES (RC)
2. AWARD OF RFP 2026-201 CITY OF STUART LANDSCAPE MAINTENANCE (RC):

RESOLUTION No. 18-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF RFP 2026-201, CITY OF STUART LANDSCAPE MAINTENANCE TO THE THREE MOST QUALIFIED FIRMS, BLUE MARLIN INVESTMENTS, INC. DBA CAYCO, BRIGHTVIEW LANDSCAPE SERVICES INC., AND YARD-NIQUE INC., DBA PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

3. DOWNTOWN UNDERGROUNDING PROJECT — EASEMENT WITH AT&T FOR THE PLACEMENT OF NEW FIBER CABINET ON CITY-OWNED PARCEL (RC):

RESOLUTION NUMBER 24-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND AT&T FOR THE PLACEMENT OF A NEW FIBER CABINET ON A CITY-OWNED PARCEL LOCATED BEHIND THE ANNEX BUILDING LOCATED AT 101 SW FLAGLER AVENUE; RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:30 PM MOTION: Approve.
MOVED BY: Sean Reed
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMISSION ACTION

4. LEWIS LEONARD, 433 SE LAKE CIRCLE DRIVE - EAST STUART MAJOR URBAN CODE CONDITIONAL USE PERMIT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 16-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING AN EAST STUART MAJOR URBAN CODE CONDITIONAL USE TO THE PROPERTY LOCATED AT 433 SE LAKE CIRCLE DRIVE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO ALLOW AN OUTBUILDING TO EXCEED THE MAXIMUM SIZE OF 700 SQUARE FEET, TO ALLOW THE REDUCTION OF A REAR SETBACK REQUIREMENT, TO ALLOW THE MAXIMUM OF FIVE (5) DENSITY UNITS, AND TO CONFIRM THE IMPERVIOUS AND PERVIOUS REQUIREMENTS; GRANTING APPROVAL AND

ALLOWING THE APPLICANT TO OBTAIN A REVOCABLE RIGHT-OF-WAY PERMIT FOR THE USE OF THE CITY'S RIGHT-OF-WAY FOR THE EXISTING PAVED ACCESS FOR SE LAKE CIRCLE DRIVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioners disclosed their ex-parte communications for the record.

Lee Baggett, City Attorney; Jodi Kugler, Development Director of the City of Stuart, Audra Creech, McCarthy Summers, Roderick Peterson, Rosie Shepard, Remax of Stuart, and Lewis Leonard.

Jodi Kugler, Development Director, presented the item.

Audra Creech, McCarthy Summers, presented on behalf of the applicant, the location, dwelling unit code, and conditional use requirements. She reviewed the following applicants' requests:

- To allow the one out building to be 900 sq. ft. instead of 700 sq. ft.
- Grant the ability to have the existing structure be within 5 feet of the rear set back.
- Grant maximum density to be 5 instead of 4 units.
- Allow a revocable right-of-way permit for the applicant to continue to use the City's right-of-way.

Commission's discussion included the meters, the permitting history, the conditional use to run with the land and have no expiration date, the responsibility of the lake/stormwater on site, and that the Community Redevelopment Board provided unanimous approval.

Mr. Lewis Leonard, property owner, answered some questions from the Commission, stated there are no flooding issues, agreed with the staff recommendation and noted he has invested his income in this property, and that his property is considered low-income.

PUBLIC COMMENT:

1. Roderick Peterson - Stuart; As a friend and neighbor, is in favor of the approval of the Resolution.
2. Frank McChrystal - Stuart; Commented and read from the Major Urban Conditional Use code.

7:41 PM MOTION: Approve to move forward with staff's recommendations for approval with no additional conditions, just what's within staff's recommendation.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

5. FIRST AMENDMENT TO FUNDING AGMT. WITH MARTIN COUNTY RE: HANEY CREEK (RC):

RESOLUTION No. 20-2026; A RESOLUTION OF THE CITY COMMISSION OF

THE CITY OF STUART, FLORIDA APPROVING THE FIRST AMENDMENT TO THE 2011 FUNDING AGREEMENT WITH MARTIN COUNTY THAT AUTHORIZED THE PURCHASE OF 51.4 ACRES OF REAL PROPERTY KNOWN AS THE HANEY CREEK WATERSHED PRESERVE, WHICH WILL RESCIND THE CARVE-OUT OF THE 1.97 ACRE COMMERCIAL PORTION OF THE PROPERTY ALLOWING THE 1.97 ACRES TO BE USED FOR CONSERVATION PURPOSES ALONG WITH THE ADJOINING HANEY CREEK WATERSHED PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

***** 7:44 PM RECESS *****

***** 7:55 PM RECONVENE *****

City Attorney Baggett briefly explained the Resolution.

7:59 PM MOTION: Approve Resolution 20-2026, a resolution of the City Commission or City of Stuart approving the first amendment to the 2011 funding, along with the amended Resolution 20-2026, as explained by the City Attorney.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

VOTE: Motion Passed 4/1.

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

NO: Campbell Rich

6. APPOINTING A CITY MANAGER AND ADOPTING AN EMPLOYMENT CONTRACT (RC):

RESOLUTION No. 21-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA CONFIRMING THE APPOINTMENT OF MICHAEL A. GIARDINO AS CITY MANAGER AND AUTHORIZING AN EMPLOYMENT CONTRACT WITH THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett reviewed the Resolution and stated that the Commission had previously approved offering Mr. Michael Giardino the City Manager position, which he accepted. After discussions, terms were agreed upon and incorporated into the attached employment contract, which both staff and Mr. Giardino support.

PUBLIC COMMENT:

1. Robin Cartwright - Stuart; Welcomed the new City Manager, emphasized the importance of a smooth transition, expressed concern about community members potentially undermining the process, and urged the Commission to foster a positive environment to ensure the City Manager and the City can succeed.

Commissioner Rich proposed amending the motion to limit Mr. Giardino's severance to two (2) weeks if terminated within six months for any reason, citing past costly hiring issues. The Board did not reach consensus to amend the motion.

8:03 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

7. SEPARATE VOTE OF COLA AND MERIT RAISES FOR CITY EMPLOYEES (RC):

RESOLUTION No. 22-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUIRING COST OF LIVING INCREASES AND MERIT RAISES FOR THE CITY'S NON-BARGAINING UNIT EMPLOYEES BE SUBJECT TO A SEPARATE VOTE BY THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8:15 PM MOTION: Approve.
MOVED BY: Laura Giobbi
SECONDED BY: Sean Reed
VOTE: Motion Passed 4/1.
YES: Eula Clarke, Christopher Collins, Laura Giobbi, Sean Reed
NO: Campbell Rich

8. INTENTION TO ABANDON A PORTION OF MARINA COVE DEVELOPMENT RIGHT-OF-WAY (ROW) (RC):

RESOLUTION No. 23-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 25' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, LOCATED ON THE WEST SIDE OF NW DIXIE HIGHWAY, SITUATED BETWEEN NW POINSETTIA STREET TO THE NORTH AND NW OLEANDER STREET TO THE SOUTH, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Development Director Kugler presented the item.

Commission's discussion included linear right-of-way and the privilege fee.

8:29 PM MOTION: Approve.
MOVED BY: Laura Giobbi
SECONDED BY: Eula Clarke
VOTE: Motion Passed 4/1.
YES: Eula Clarke, Christopher Collins, Campbell Rich, Laura Giobbi
NO: Sean Reed

9. PERMISSION TO SUBMIT A COMMENT LETTER TO THE UNITED STATES ARMY CORP OF ENGINEERS ON THE NOTICE OF INTENT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT (EIS) TO SUPPORT THE CENTRAL EVERGLADES PLANNING PROJECT (CEPP) OPERATIONAL PLAN (PHASE 1) BY THE DEADLINE OF MARCH 31, 2026, AT 5 P.M.

Ruth Holmes, Environmental Attorney, reviewed the item and requested the Commission's consensus to approve submitting a technical comment letter to the U.S. Army Corps of

Engineers on the Central Everglades Planning Project to ensure water from Lake Okeechobee is properly managed, emphasizing alternatives that benefit the Everglades Agricultural Area reservoir and local estuaries while maintaining the region's water quality.

Consensus of the Commission to approve the letter.

ORDINANCE SECOND READING

None.

ORDINANCE FIRST READING

None.

DISCUSSION AND DELIBERATION

10. BRIGHTLINE PARKING IMPLICATIONS AND POTENTIAL COURTHOUSE PARKING IMPACTS

Jodi Kugler, Development Director, presented on the parking at the Martin County Courthouse location.

Mayor Collins suggested sending a letter to the Martin County Board of County Commissioners, Brightline, Florida East Coast Railway and Florida Department of Transportation and anyone involved, that in order to move forward, the parking arrangements would have to be configured.

Commissioner Rich agreed to only send a letter to the Martin County Board of County Commissioners to not jeopardize the grant process.

Commissioner Rich requested City Clerk call for a recorded vote rather than a consensus.

8:44 PM Vote to send a letter to Martin County Board of County Commissioners, Brightline, FEC, FDOT and any other agencies involved in the project.

Vote passed 3/2.

Yes: Laura Giobbi, Christopher Collins, Sean Read

No: Campbell Rich, Eula Clarke

ADJOURNMENT

8:57 PM

Mary R. Kindel, City Clerk

Christopher Collins, Mayor

Minutes to be approved at the Regular Commission Meeting this 13th day of April, 2026.

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

Meeting Date: 4/13/2026

Prepared by: Peter Kunen

Title of Item:

UTILITY SERVICE AGREEMENT ASSIGNMENT — 3551 S. KANNER HIGHWAY (RC):

RESOLUTION No. 25-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR THE CITY'S CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF THAT CERTAIN UTILITY SERVICE AGREEMENT DATED JANUARY 28, 2019, BY AND BETWEEN CERTUS STU OWNER, LLC, AND THE CITY OF STUART; AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

This item requests City Commission approval of Resolution No. 25-2026, providing the City's consent to the assignment of the January 28, 2019 Utility Service Agreement from Certus Stu Owner, LLC to the current property owners of 3551 S. Kanner Highway.

The proposed assignment transfers all rights and obligations under the existing agreement to the new ownership. No changes to the scope, capacity, or terms of the agreement are proposed. The sewer infrastructure, including the lift station, has already been constructed as part of the Cleveland Clinic South project.

Funding Source:

There is no direct fiscal impact associated with approval of this item.

Any fees, charges, or financial obligations associated with the Utility Service Agreement remain as previously established and will be borne by the property owner in accordance with the agreement and applicable City ordinances.

Recommended Action:

Staff recommends approval of Resolution No. 25-2026.

ATTACHMENTS:

1. R25-2026_Utility Service Agreement Assignment - 3551 S. Kanner Highway
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D



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

RESOLUTION NUMBER 25-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR THE CITY'S CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF THAT CERTAIN UTILITY SERVICE AGREEMENT DATED JANUARY 28, 2019, BY AND BETWEEN CERTUS STU OWNER, LLC, AND THE CITY OF STUART; AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart (the "City") and Certus Stu Owner, LLC ("Developer") entered into that certain Utility Service Agreement dated January 28, 2019, and recorded in Official Records Book 3039, Page 2221, of the Public Records of Martin County, Florida (the "Agreement"); and

WHEREAS, the Agreement governs the provision of potable water and wastewater utility service to certain real property located at 3551 S. Kanner Highway, Stuart, Florida (the "Property"); and

WHEREAS, the Agreement provides that it may be assigned only with the prior written consent of the City; and

WHEREAS, Developer has conveyed the Property to new ownership, and the new owners have requested that the City consent to the assignment and assumption of the Agreement pursuant to a Quitclaim Assignment and Assumption of Utility Service Agreement (the "Assignment"); and

WHEREAS, the proposed Assignment provides that the assignee shall assume all duties, obligations, and responsibilities of Developer under the Agreement, and no changes to the scope, capacity, or substantive terms of the Agreement are proposed; and

WHEREAS, the City Commission finds that consenting to the Assignment, subject to the conditions set forth herein, is in the best interest of the City.

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

SECTION 1: The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2: The City Commission hereby consents to the Assignment and Assumption of the Utility Service Agreement from Certus Stu Owner, LLC to CCK 2 Kanner, LLC; SY Management of Florida, Inc.; Stuart Lot, LLC; Rabih Kashouty; and Noor Yono, as tenants-in-common, as more particularly described in the Assignment and Assumption of Utility Service Agreement, subject to the condition that the assignee assumes all terms, conditions, obligations, and responsibilities of the Agreement without modification.

SECTION 3: This consent does not amend, modify, or waive any provision of the Agreement. All terms, conditions, and obligations of the Agreement shall remain in full force and effect.

SECTION 4: The Mayor is hereby authorized to execute the City's written consent to the Assignment, together with such additional documents as may be necessary to effectuate the intent of this Resolution, subject to approval as to form and correctness by the City Attorney prior to execution.

SECTION 5: The City Manager, or designee, is authorized to take such administrative actions as may be necessary to implement this Resolution.

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

Resolution Number 25-2026 - Utility Service Agreement Assignment
(3551 S. Kanner Highway)

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Exhibit A

Applicant Request Letter

March 13, 2026

VIA EMAIL pkunen@ci.stuart.fl.us

Peter A. Kunen, P.E., CFM
Utilities and Engineering Director
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Utility Service Agreement dated January 28, 2019, by and between Certus Stu Owner LLC (“**Developer**”) and City of Stuart (“**City**”), as recorded in ORB 3039, Page 2221, Public Records of Martin County, Florida (the “**Utility Service Agreement**”).

Dear Mr. Kunen:

This letter is in follow up to our discussions and email correspondence of January 29, 2026. As we discussed, my clients, CCK 2 Kanner, LLC, SY Management of Florida, Inc., Stuart Lot, LLC, and Rabih Kashouty and Noor Yono, all as tenants-in-common, have recently acquired the 5+/- acre parcel located at 3551 S Kanner Highway, Stuart, Florida having Parcel ID# 40-38-41-019-000-00010-0 (the “**Property**”) from Developer. A copy of the Special Warranty Deed from Developer to my clients is attached for your reference. Developer and City are parties to the Utility Service Agreement, as described above. A copy of the Utility Service Agreement is attached for your reference. As part of my clients’ acquisition of the Property, Developer agreed to assign all of its rights, title and interest under the Utility Service Agreement to my clients, and my clients agreed to assume the Developer’s duties and obligations under the agreement. A copy of the Quitclaim Assignment and Assumption of Utility Service Agreement (the “**Assignment**”) is attached for your reference. As provided in the Utility Service Agreement, the Assignment is subject to the prior written consent of the City.

On behalf of my clients, my clients would respectfully request the City’s consent to the Assignment. Please be advised that my clients currently have no proposed changes to the scope, capacity or other substantive terms of the Utility Service Agreement. My clients’ contact information is:

c/o Kanner Square Shops, LLC (Property Manager)
Attn: Check C. Kam
35 NE Lofting Way
Stuart, FL 34996
Email: checkc@gmail.com

smcmullen@ 4741 Military Trail
jonesfoster.com Suite 200
561-650-8234 T Jupiter
561-650-5300 F Florida 33458

E S T .
1 9 2 4

Peter A. Kunen

March 13, 2026

Page 2

Should you have any questions, please feel free to contact me at any time.

Sincerely,

JONES FOSTER P.A.

By  _____

Scott L. McMullen

Attorney

SLM:MRG

cc: Check C. Kam via email checkc@gmail.com

#7731759 v1 34231-00001

Exhibit B

Special Warranty Deed (Recorded)



Prepared by and return to:

Zachry C. Lever, Esquire
 Driver, McAfee, Hawthorne & Diebenow, PLLC
 One Independent Drive, Suite 1200
 Jacksonville, Florida 32202

Parcel ID: 40-38-41-019-000-00010-0

SPECIAL WARRANTY DEED

This Special Warranty Deed is made as of the 6th day of March 2026 by CERTUSSTU OWNER LLC, a Florida limited liability company ("Grantor"), whose post office address is 1969 S. Alafaya Trail, Suite 377, Orlando, Florida 32828, to CCK 2 KANNER, LLC, a Florida limited liability company (as to an undivided 25% interest), SY MANAGEMENT OF FLORIDA, INC., a Florida corporation (as to an undivided 25% interest), STUART LOT, LLC, a Florida limited liability company (as to an undivided 25% interest), and RABIH KASHOUTY and NOOR YONO, husband and wife (as to an undivided 25.0% interest), as tenants in common (collectively, "Grantee"), whose post office address is c/o Kanner Square Shops, LLC, 35 NE Lofting Way, Stuart, Florida 34996.

WITNESSETH: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Martin County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor alone, but against none other, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions"); provided, however, this reference shall not serve to reimpose the same. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other person or entity, including, without limitation, any direct or remote successor in title to Grantee, any title insurer of Grantee, or any title insurers of Grantee's direct or remote successors in title, by way of subrogation or otherwise.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

GRANTOR:

CERTUS STU OWNER LLC, a Florida limited liability company

Signature: [Handwritten Signature]
Print Name: Robert Douglas Guido
Address: 255 Hibiscus Dr
Satellite Beach Fla.

By: [Handwritten Signature]
Troy M. Cox
Senior Vice President

Signature: [Handwritten Signature]
Print Name: July Ann Owens
Address: 255 Hibiscus Dr, Satellite Beach, FL 32937

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of MARCH, 2026, by Troy M. Cox, as Senior Vice President of CERTUS STU OWNER LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

Signature: [Handwritten Signature]
Print Name: Robert Douglas Guido
Notary Public, State and County aforesaid
Commission No.: AA264906
My Commission Expires: 6/5/26

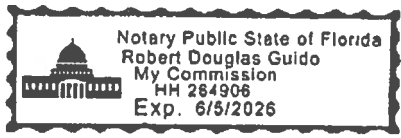


EXHIBIT A

Legal Description of the Property

PARCEL 1 (FEE):

LOT 1 OF CERTUS STU OWNER PLAT, LOTS 1 AND 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2 (EASEMENT):

TOGETHER WITH APPURTENANT EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS DESCRIBED IN THAT CERTAIN RECIPROCAL ACCESS EASEMENT AGREEMENT BY AND BETWEEN STUART COMMONS 76, LLC AND MARTIN MEMORIAL MEDICAL CENTER, INC., RECORDED IN OFFICIAL RECORDS BOOK 3005, PAGE 2235; AS AFFECTED BY CONSENT AND JOINDER OF CERTUS STU OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3009, PAGE 2818; AND AS FURTHER AFFECTED BY THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL ACCESS EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 3420, PAGE 1727, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
2. Laws, ordinances and governmental regulations (including but not limited to building, zoning, land use and any subdivision ordinances and regulations) affecting the Property.
3. Matters which would be disclosed by an accurate survey or inspection of the Property.
4. Matters shown on plat of STUART FARMS, recorded in Plat Book 1, Page 63.
5. Resolution No. 86-45.27 by the Board of County Commissioners of Martin County, Florida, recorded in Official Records Book 677, Page 289. (As to Parcel 2)
6. Resolution No. 92-10.45a by the Board of County Commissioners of Martin County, Florida recorded in Official Records Book 1013, Page 1701, and re-recorded in Official Records Book 1019, Page 1240. (As to Parcel 2)
7. Resolution No. 92-10.45b by the Board of County Commissioners of Martin County, Florida, recorded in Official Records Book 1013, Page 1712, re-recorded in Official Records Book 1019, Page 1251. (As to Parcel 2)
8. First Eastern Properties Planned Unit Development Zoning Agreement (Commercial) recorded in Official Records Book 1013, Page 1746. (As to Parcel 2)
9. Grant of Easement to Indian Run Limited Partnership, a Florida limited partnership, recorded in Official Records Book 1241, Page 1308: as affected by Amendment to Grant of Easement recorded in OR Book 2665, Page 1020. (As to Parcel 2)
10. City Ordinance No. 1584-97, related to Annexation, recorded in Official Records Book 1316, Page 388.
11. City Ordinance No. 1585-97, related to Land Use Designation, recorded in Official Records Book 1341, Page 1297.
12. City Ordinance No. 1586-97, related to Establishment of classification of Commercial Planned Unit Development, recorded in Official Records Book 1341, Page 1303.
13. Access and Maintenance Easement granted to the United States Postal Service recorded in Official Records Book 1395, Page 701. (As to Parcel 2)
14. Easement in favor of BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a AT&T Florida recorded in Official Records Book 2280, Page 265, as affected by Amendment of Easement recorded in Official Records Book 3002, Page 741.
15. Notice of Development Order Extension between Stuart Commons 76, LLC, a Florida limited liability company, formerly known as Center Pointe, LLC and SR76, LLC recorded in Official Records Book 2416, Page 2259 and re-recorded in Official Records Book 2422, Page 1866.

16. City Ordinance No. 2142-07, related to abandonment of rights-of-way, recorded in Official Records Book 2422, Page 1843.
17. City Ordinance No. 2115-07, related to a major amendment to the Commercial Planned Unit Development, recorded in Official Records Book 2422, Page 1848 and re-recorded in Official Records Book 2448, Page 988.
18. Notice of Environmental Resource or Surface Water Management Permit, by the South Florida Water Management District recorded in Official Records Book 2521, Page 69.
19. All matters shown in that certain Surveyor's Affidavit Regarding Descriptions Continuity, recorded in Official Records Book 2960, Page 2394. (As to Parcel 2)
20. Recorded Notice of Environmental Resource Permit, recorded April 20, 2018 in Official Records Book 2987, Page 2039. (As to Parcel 2)
21. Terms, conditions and provisions of that certain Reciprocal Access Easement Agreement by and between Stuart Commons 76, LLC and Martin Memorial Medical Center, Inc., recorded in Official Records Book 3005, Page 2235; as affected by Consent and Joinder of Certus STU Owner LLC, a Florida limited liability company recorded in Official Records Book 3009, Page 2818; and as further affected by that certain First Amendment to Reciprocal Access Easement Agreement, recorded in Official Records Book 3420, Page 1727.
22. Matters shown on the plat of CERTUS STU OWNER PLAT, LOTS 1 AND 2, recorded in Plat Book 18, Page 17.
23. City Ordinance No. 2372-2018, related to amendment of Commercial Planned Unit Development, recorded September 5, 2018 in Official Records Book 3014, Page 674, as affected by that certain City Ordinance No. 2373-2018, Official Records Book 3033, Page 1139.
24. Declaration of Covenants, Conditions, Restrictions and Easements, recorded January 7, 2019 in Official Records Book 3035, Page 1111, as affected by that certain Consent to Use, recorded in Official Records Book 3256, Page 1838, and as further affected by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Official Records Book 3493, Page 46.
25. City Resolution Number 11-2019, related to a utility service agreement, recorded February 4, 2019 in Official Records Book 3039, Page 2221.
26. Recorded Notice of Environmental Resource Permit, recorded February 15, 2019 in Official Records Book 3041, Page 2404.

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Exhibit C

Resolution 11-2019 and Utility Service Agreement (2019)



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

RESOLUTION NUMBER 11-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A UTILITY SERVICE AGREEMENT BETWEEN THE CITY OF STUART AND CERTUS STU OWNER, LLC., TO PROVIDE WATER AND SEWER SERVICE TO THE PROPERTY ON KANNER HIGHWAY AS MORE FULLY DESCRIBED ON EXHIBIT "A" OF THE UTILITY SERVICE AGREEMENT, PROVIDING FOR EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to execute a Utility Service Agreement between the City of Stuart and CERTUS STU OWNER, LLC., to provide water and sewer service to the property on Kanner Highway as more fully described on Exhibit "A" of the Utility Service Agreement. A copy of the Utility Service Agreement is attached hereto as Exhibit "A". The original will be recorded in the Official Records of Martin County and is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption

Resolution No.11-2019
UTILITY SERVICE AGREEMENT
CERTUS STU OWNER, LLC..

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

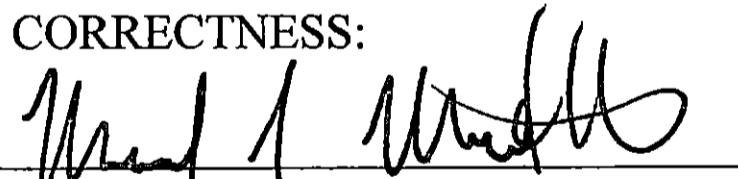
ADOPTED this 28th day of January, 2019.

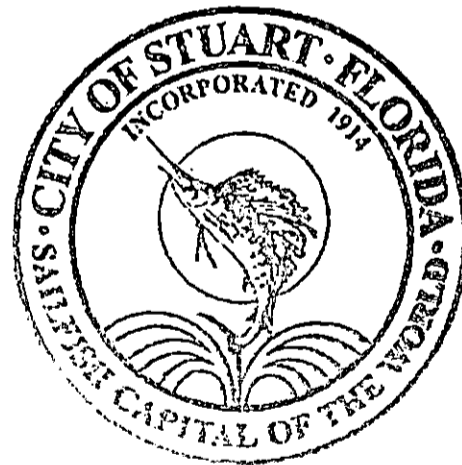
ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



UTILITY SERVICE AGREEMENT

THIS UTILITY SERVICE AGREEMENT made and entered into this 28th day of January, 2019, by and between CERTUS STU OWNER LLC, a Florida limited liability company, its successors and assigns, hereinafter referred to as "**Developer**" and City of Stuart, a municipal corporation of the State of Florida, hereinafter referred to as "**City**".

WHEREAS, **Developer** owns certain lands located in Martin County, Florida described on Exhibit "A" attached hereto and thereby made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and

WHEREAS, **Developer** intends to develop the "Property" by erecting thereon improvements which will require water and sewer service; and

WHEREAS, **City** is willing to provide, in accordance with the provisions and stipulations hereinafter set out, water and sewer service and to operate such facilities that the "Property" will receive adequate water and sewer service; and

NOW, THEREFORE, for and in consideration of the mutual undertakings and agreements herein contained and assumed, **Developer** and **City** hereby covenant and agree as follows:

1. The following definitions and references are given for the purpose of interpreting the terms as used in the Agreement and apply unless the context indicates a different meaning:
 - (a) "Service" means **City** water and sewer service to the "Property."
 - (b) "Point of Delivery" means the point where the pipes of **City** are connected with the pipes which are owned, operated and maintained by **Developer**.
2. To induce the **City** to provide Service to the "Property" and to the consumers located on the "Property", **Developer** hereby covenants and agrees to share in the cost of an off-site sewage

lift station and the off-site gravity sewer main as identified in the EDC design drawings dated May 17, 2018.

3. In order to induce **City** to provide and maintain adequate and sufficient central water and sewer facilities, **Developer** hereby agrees to pay to **City**, in accordance with the terms and conditions set forth below the sums of money set forth herein.
4. The **City** has advised **Developer** will be obligated to connect to the gravity sewer main as identified in the EDC design drawings dated May 17, 2018 as identified on Exhibit "B" attached hereto and hereby made a part hereof.
5. The **City** has advised **Developer** will be obligated to pay the shared cost of the off-site sewage lift station and off-site gravity sewer main in the amount of \$176,510.79 as identified on Exhibit "C" attached hereto and thereby made a part hereof.
6. For Phase I the **City** has advised **Developer** will be obligated to pay **City** connection fees for connection to the system as an "availability fee" to defray capital facilities costs in the amount of \$120,116.00 based on a calculated 29.84 Equivalent Residential Connections (ERC's), which is comprised of water availability fees of \$57,690.72 and sewer availability fees of \$62,425.28. **Developer** will also deliver water and sewer deposits to the **City** in the amount of \$2,380.00. Payment must be made prior to the final certificate of occupancy for Phase I.
7. For Phase II the **City** has advised **Developer** will be obligated to pay additional **City** connection fees for connection to the system as an "availability fee" to defray capital facilities costs in an amount to be determined and paid prior to the final certificate of occupancy for Phase II.

8. **Developer** under City of Stuart Ordinance No. 1315-93, will be obligated to pay **City** monthly water service and associated fees as required in City of Stuart Resolution 118-94, as the same may be amended from time to time.
9. Said water and sewer service fees to be based on the current rates as applied to the actual volume of domestic water used for domestic use from the **City** water system as measured by a water meter installed by the **Developer** at the point of connection.
10. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the **Developer**, **City** covenants and agrees that it will allow the connection of the water distribution facilities installed by **Developer** to the central water facilities of **City** in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services. **City** agrees that once it provides water service to the "Property" and **Developer** or others have connected consumer installations to system, that thereafter, **City** will continuously provide, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water service to the "Property" in a manner which conforms with all requirements of the Department of Health and Rehabilitative Services and other governmental agencies having jurisdiction over the water supply operation of **City**.
11. Notwithstanding any provision in this Agreement, **City** may establish, revise, modify and enforce rules, regulations and rates covering the provision of water services to the "Property" so long as such modifications or revisions apply to all water service customers. Such rules, regulations and rates are subject to the approval of the **City**. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or contract. Rates charged to **Developer**, or consumers located upon the "Property"

shall be identical to rates charged for the same classification of service in the particular service area. All rules, regulations and rates in effect, or placed in effect in accordance with the preceding, shall be binding upon *Developer*, upon any other entity holding by, through or under *Developer*; and upon any consumer of the water service provided to the "Property" by *City*.

12. *Developer*, or any owner of any parcel of the "Property," or any occupancy of any residence or building located thereon, shall not have the right to and shall not connect any consumer installation to the water facilities of *City* until approval for such connection has been granted by the *City*. The parties hereto further agree that the expense of constructing all consumer installation and all costs of operating and maintaining any consumer installation shall be that of *Developer*, or other than *City*.
13. This Agreement shall be binding upon and shall inure to the benefit of *Developer*, *City* and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by *Developer*, without the written consent of *City* first having been obtained. *City* agrees not to unreasonably withhold such consent. The capacity reserved herein may only be applied to the "Property" described in Exhibit "A", and no portion of the capacity can be transferred to any other "Property."
14. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by mail or hand delivery to *Developer*, 1400 Poinsettia Avenue, Orlando, Florida 32804 and to *City*, City of Stuart, Public Works Department, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

- 15. The rights, privileges, obligations and covenants of *Developer* and *City* shall survive the completion of the work of *Developer* with respect to completing the water and sewer facilities and services to any phased area and to the "Property" as a whole.
- 16. This Agreement shall supersede all previous agreements or representations, either verbal or written, heretofore in effect between *Developer*, and *City*, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between the *Developer* and *City*. No additions, alterations or variations of terms of the Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations variations or waiver are expressed in writing and duly signed.
- 17. In the event of litigation between the parties regarding any provision of the Agreement, each side shall pay its own attorney fees and court costs regardless of the outcome of the litigation.

FOR THE CITY OF STUART, FLORIDA

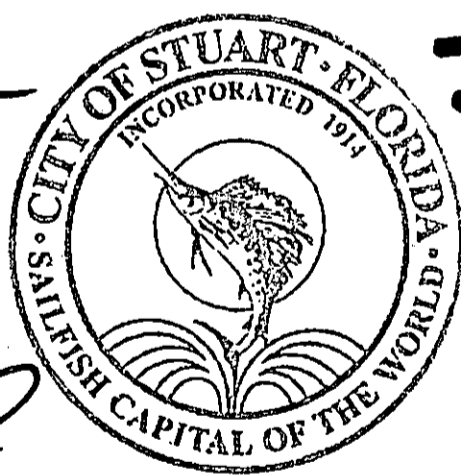
Rebecca S. Bruner

Mayor, ~~Kelli Glass Leighton~~
Rebecca S. Bruner

ATTEST:

Mary K. Kindel

City Clerk Mary Kindel



CERTUS STU OWNER LLC

~~*[Signature]*~~

Theresa Cox
AUTHORIZES SIGNATORY

[Signature]
Witness *Meeta Grier*

APPROVED AS TO FORM AND CORRECTNESS

Michael Mortell

City Attorney Michael Mortell

[Signature]
Witness *Andrea R. Diggs*

EXHIBIT A*Legal Description of the Property*

A PARCEL OF LAND BEING A PORTION OF LOTS 5, 6, 11 AND 12 OF STUART FARMS SUBDIVISION OF LOT 5, MILES OR HANSON GRANT, AS RECORDED IN PLAT BOOK 1, PAGE 63, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76 (KANNER HIGHWAY, FORMERLY A 100 FOOT RIGHT-OF-WAY), (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); AND THE NORTHERLY RIGHT-OF-WAY LINE OF INDIAN STREET (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 65 DEG 58' 17" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.07 FEET TO A POINT ON THE NEWLY ESTABLISHED EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD 76; THENCE PROCEED NORTH 21 DEG 00' 49" WEST, ALONG THE NOW ESTABLISHED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76, A DISTANCE OF 1,060.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY PERPENDICULAR THERETO, NORTH 68 DEG 59' 11" EAST A DISTANCE OF 600.03 FEET TO A POINT; THENCE NORTH 21 DEG 00' 43" WEST, A DISTANCE OF 767.25 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF LOT 6 OF STUART FARMS SUBDIVISION OF LOT 5 DESCRIBED ABOVE AND A LINE PARALLEL WITH AND 650.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLE TO SAID FORMER EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF LOT 6 AND LOT 5 OF STUART FARMS SUBDIVISION OF LOT 5 DESCRIBED ABOVE A DISTANCE OF 602.02 FEET (DEED; 601.02 FEET CALCULATED), TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76; THENCE SOUTH 21 DEG 00' 49" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 76 A DISTANCE OF 733.20 FEET TO THE POINT OF BEGINNING.

DATE: 11/11/11 PROJECT: STUART HEALTH PARK AT MARTIN HEALTH SYSTEM

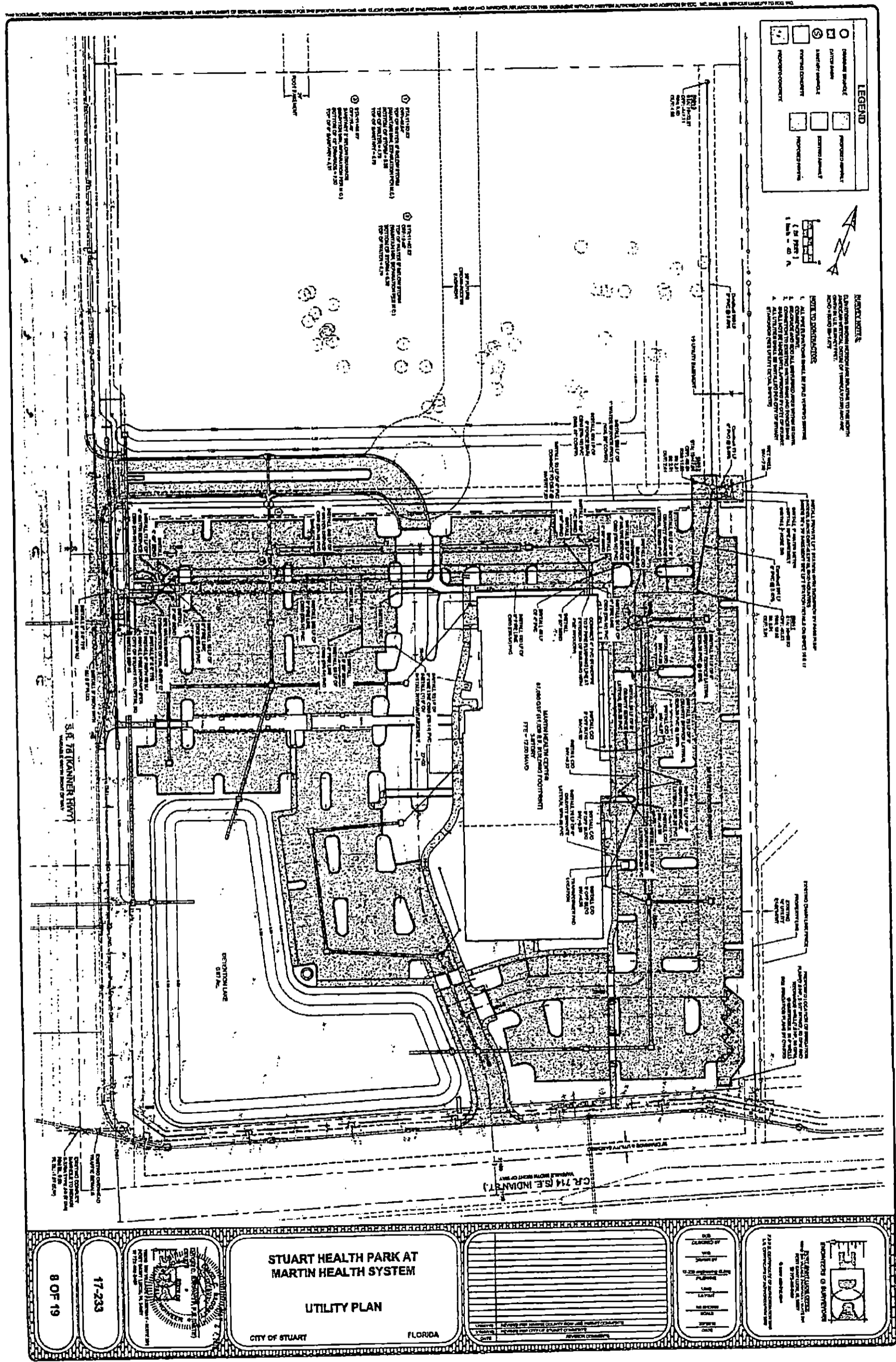


EXHIBIT B 2 of 2

EXHIBIT C



Stuart Health Park and Certus Shared Lift Station Financial Analysis

10/9/18

	Cost Breakdown	10/2/2018 Rev Pricing	Lift Station to NE Prop Corner Assume 50' off ROW	Deeper Lift Station & Work Completed To Date	Certus Gravity Line
Sewer – Onsite & Offsite					
1. Lift Station Complete					
• Dewatering	1x	\$8,800.00			
• Structure, Pumps, Piping & Electric	1x	\$193,050.00			
• 8" Concrete and 12" Base Rock	625sf x \$12	\$7,500.00			
• Fencing, 3 Gates, Slats & Signage	100lf x \$35	\$3,500.00			
• Dicsel By Pass Pump	(By others)	\$0.00			
3. Electrical FPL & Sub Conduit & Wire	1x	\$17,520.00			
4. 8" PVC Pipe & Dewatering	398 lf x \$42	\$16,716.00		-\$3,988.00	-\$16,716.00
5. Sewer Manhole (#2 & #3) (incl Dewatering)	2x \$6,160	\$12,320.00		-\$3,000.00	-\$6,160.00
6. Wet Top (6" x 12")	1x	\$8,800.00			
7. 6" C-900 with fittings	1574 lf x \$22	\$34,628.00	-\$12,956.00		
8. 6" Gate Valves	3x \$2,200	\$6,600.00			
Sewer Subtotal		\$309,494.00			
Water – Kanner ROW to Lift Station					
1. 1" x 8" Wet Tap	1x	\$550.00			
2. 1" HDPE Poly	588 lf x \$16	\$9,408.00	-\$8,608.00		
3. 1/2" Hose Bibb	1x	\$125.00	-\$125.00		
4. Meter & RPZ Assembly	1x	\$3,025.00			
Water Subtotal		\$13,108.00			
Other Items Required					
1. Surveying	1x	\$6,500.00	-\$2,000.00		-\$1,000.00
2. Mobilization	1x	\$6,000.00	-\$3,000.00		
3. Clearing and Grubbing	1x	\$6,500.00		-\$3,250.00	
4. Silt Fence	1x	\$1,600.00		-\$1,600.00	
5. As Builts	1x	\$5,000.00			-\$1,000.00
6. ROW Sod	5030 sf x .30	\$1,509.60	-\$755.00		
7. Sewer Line Compaction Testing	\$2,300 x .75	\$1,725.00	-\$1,300.00		
8. Water Line Compaction Testing	\$1,004 x .25	\$251.00	-\$251.00		
9. City Sewer Line Pressure Testing	1x	\$2,500.00			-\$500.00
10. City Sewer Line TV Inspections	1x	\$2,500.00			-\$500.00
Other Items Subtotal		\$34,085.60			
Subtotal		\$356,627.60	(\$28,975.00)	(\$11,838.00)	(\$25,876.00)
OH & P @ 4%		\$14,265.10	(\$1,159.00)	(\$473.52)	(\$1,035.04)
Grand Total		\$370,892.70	(\$30,134.00)	(\$12,311.52)	(\$26,911.04)
Notes					
City of Stuart to purchase by pass pump or generator - Cost removed above					
A Total minus MHS lift station location decision \$340,758.70					
B Total minus A and Certus work to date \$328,447.18					
C Total minus A and B and Certus line extension (optional) \$301,536.14					
Final cost of shared lift station components \$301,536.14					
Both Certus Items					
(\$37,714.00)					
(\$1,508.56)					
(\$39,222.56)					

MHS agrees to pay 100 % of added cost for lift station location at East end of site = \$30,134
 MHS expects a check for deeper lift station and work to date done for Certus's sole benefit = \$13,382.72 - COS to decide on cost allocation
 If elected by Certus, MHS expects a check for \$40,293.76- If waived, B applies and MHS will not install the Certus line extension

Exhibit D

**Quitclaim Assignment and Assumption of Utility
Service Agreement**

**QUITCLAIM ASSIGNMENT AND
ASSUMPTION OF UTILITY SERVICE AGREEMENT**

This Quitclaim Assignment and Assumption of Utility Service Agreement (this "Assignment") is made and entered into as of the 6th day of March, 2026 (the "Effective Date") by and between CERTUS STU OWNER LLC, a Florida limited liability company ("Assignor"), CCK 2 KANNER, LLC, a Florida limited liability company (as to an undivided 25% interest), SY MANAGEMENT OF FLORIDA, INC., a Florida corporation (as to an undivided 25% interest), STUART LOT, LLC, a Florida limited liability company (as to an undivided 25% interest), and RABIH KASHOUTY and NOOR YONO, husband and wife (as to an undivided 25.0% interest) (collectively, "Assignee"), and JONES FOSTER P.A. (the "Escrow Agent").

RECITALS

A. Assignor and the City of Stuart, a municipal corporation of the State of Florida (the "City"), entered into that certain Utility Service Agreement dated January 28, 2019 (the "Agreement"), wherein the City agreed to supply water and sewer service to the Property and Assignor agreed upon a cost sharing arrangement for an off-site sewage lift station and off-site gravity sewer main, as more particularly described in the Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's interest in and to the Agreement as more particularly described in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference. Any capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Agreement.

2. Assignment. Assignor hereby transfers, assigns, conveys, and quitclaims to Assignee all of Assignor's right, title, and interest in and to the Agreement, along with the right to perform all powers conferred to Assignor under the Agreement.

3. Assumption. Assignee does hereby assume all of Assignor's duties and obligations under the Agreement and agrees to perform any and all of Assignor's duties and obligations under the Agreement.

4. Escrow Agent. The parties understand and agree that this Assignment requires the written consent of the City, which shall not be unreasonably withheld, pursuant to Section 13 of the Agreement. The parties hereby appoint Escrow Agent to hold this Assignment in escrow pending receipt of written consent from the City. This Assignment shall not be of any force and effect until such time as the City has countersigned this Assignment or otherwise provided its written consent.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, Escrow Agent, and their respective successors and assigns. This Assignment

shall be governed by and construed in accordance with the laws of the State of Florida. This Assignment may be executed in multiple counterparts, all of which together constitute one and the same Assignment.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this
Quitclaim Assignment and Assumption of Utility Service Agreement as of the Effective Date.

ASSIGNOR:

CERTUS STU OWNER LLC,
a Florida limited liability company

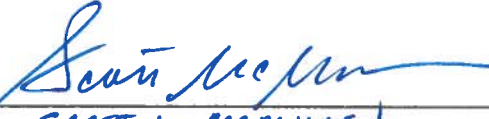
By: 
Troy M. Cox, Senior Vice President

ASSIGNEE:

By: 
Check C. Kam, an individual

ESCROW AGENT:

JONES FOSTER P.A.

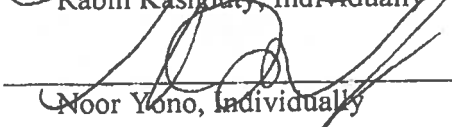
By: 
Name: SCOTT L. MCMULLEN
Title: SHAREHOLDER

CONSENTED AND AGREED TO:

CITY OF STUART, FLORIDA,
a municipal corporation of the State of Florida

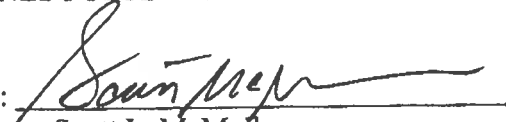
By: _____
Name: _____
Title: _____


Rabih Kashouty, Individually


Noor Yono, Individually

ESCROW AGENT:

JONES FOSTER P.A.

By: 
Name: Scott L. McMullen
Title: Shareholder

CONSENTED AND AGREED TO:

CITY OF STUART, FLORIDA,
a municipal corporation of the State of Florida

By: _____

Name: _____

Title: _____

#7619558 v1 34231-00001

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

Meeting Date: 4/13/2026

Prepared by: Flamur Zenelovic

Title of Item:

CHILDREN SERVICES COUNCIL OF MARTIN COUNTY YOUTH CRIME PREVENTION/INTERVENTION PROGRAM (RC):

RESOLUTION No. 26-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN’S SERVICES COUNCIL OF MARTIN COUNTY FOR THE YOUTH CRIME PREVENTION/INTERVENTION PROGRAM COUNSELOR FOR FISCAL YEAR 2027; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN’S SERVICES COUNCIL GRANT IF APPROVED; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN’S SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart and the Stuart Police Department have partnered with the Children’s Services Council of Martin County for partial funding for the civilian position of Youth Crime Prevention/Intervention Specialist Program Counselor. The Children’s Services Council of Martin County Grant Funds has been awarded to the city for several years and is open for consideration. The Youth Crime Prevention/Intervention Specialist works closely with Staff and Youths at the 10th Street Community Center and at Spectrum, JD Parker and Stuart Middle School, providing instruction in a range of awareness programs focused on early intervention for youth and at-risk teens. The Youth Crime Prevention/Intervention Specialist also coordinates the Prearrest Delinquency Citation Program to divert first offenders away from the criminal justice system and interacts with at-risk youth in the community.

Funding Source:

Children’s Services Council of Martin County Grant Funding for Youth Crime Prevention/Intervention Specialist

Recommended Action:

Reccomend Approval

ATTACHMENTS:

- 1. R26-2026 Grant Application for Children Services Council of Martin County- Youth Crime Prevention Intervention Program
- 2. 2025-26 City of Stuart Waiver Request Letter
- 3. CSCMC Grant Works Request



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

RESOLUTION NUMBER 26-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN APPLICATION TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE YOUTH CRIME PREVENTION/INTERVENTION PROGRAM COUNSELOR FOR FISCAL YEAR 2027; AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN'S SERVICES COUNCIL GRANT, IF APPROVED; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida, is committed to providing quality crime prevention and intervention programming for youth; and

WHEREAS, the Children's Services Council of Martin County is an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida, has been awarded a consecutive grant for the Youth Crime Prevention/Intervention Program since 2003; and

WHEREAS, the City of Stuart's Police Department is the lead grant administrator and is subject to accept a grant from the Children's Services Council in the amount of \$63,343.00 for Fiscal Year 2027 for the Youth Crime Prevention/Intervention Program operating at the 10th Street Community Center.

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

SECTION 1: A formal grant application to the Children’s Services Council of Martin County (CSCMC) for the Youth Crime Prevention/Intervention Program for FY 2027, a collaboration with the Stuart Police Department, is hereby authorized. The Stuart Police Department is further authorized to execute contracts with CSCMC that are necessary for the administration of grant award funds and the services rendered thereby, subject to the review and approval of the City Attorney.

SECTION 2: Upon CSCMC approval, the City expects to manage a total grant award of \$63,343.00. This includes a subsidized salary for the Youth Crime Prevention/Intervention Program Counselor administered by the Stuart Police Department.

SECTION 3: The City Commission also authorizes the Police Department to accept up to 10% in additional grant funding if awarded by the CSCMC Board of Directors, and apply and expend any additional emergency funding, if needed. The Police Department will serve as the lead administrator and operator for the grant.

SECTION 4: The City Commission authorizes the Mayor, City Clerk, and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney as to form.

SECTION 5: This resolution shall take effect upon adoption.

Resolution No. 26-2026; Children Services Council of Martin County- Youth Crime Prevention/Intervention Program

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ___ day of _____ 2026.

ATTEST:

 for MARY R. KINDEL, MMC
 CITY CLERK

 CHRISTOPHER COLLINS
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

 LEE J. BAGGETT, ESQ
 CITY ATTORNEY



Lee J. Baggett, Esq. | City Attorney
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5386
Email: lbaggett@ci.stuart.fl.us

June 2, 2025

Mr. Dave Heaton Executive Director
Children's Services Council of Martin County
101 SE Central Parkway
Stuart, Florida 34994

Dear Mr. Heaton:

The City of Stuart (Provider) is requesting a waiver to the Children's Services Council of Martin County's (CSCMC) current Program and Funding Policies document and CSCMC Contract language for the 2024-2025 funding year, as we cannot comply with some of these requirements (per CSCMC Policy 1.2 Contract and Policy Compliance).

The following are requested changes with added language in blue text and deleted language in red strikethrough text:

CSCMC Policy 5.6 Insurance

Prior to commencing any services under the CSCMC Contract, the Provider shall be responsible for ~~obtaining insurance coverage, as described hereunder, and as deemed reasonably necessary by CSCMC and by the nature of the services to be provided by the Provider. All required insurance shall be maintained at all times during the CSCMC Contract term, and all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.~~ providing to CSCMC proof of the following Liability Insurance and Workers Compensation Insurance:

No later than upon execution of the CSCMC Contract or when otherwise requested by CSCMC, the Provider must submit to CSCMC proof of insurance, as agreed upon by both parties and as specified in this Contract, an affidavit acknowledging compliance ~~with all insurance requirements~~ or current Certificates of Insurance that indicate that the Provider has obtained insurance of the type and amount, ~~as required by CSCMC,~~ as agreed upon by both parties and as specified in this Contract or any Contract Amendment, in whichever submission form is requested by CSCMC. When Certificates of Insurance are required, it is the responsibility of the Provider during the CSCMC Contract term to submit renewals of the required Certificates of Insurance to CSCMC on or before the expiration of the required insurance policies and when changes have been made to the required insurance policies.

Provider is a member of the Treasure Coast Risk Management Program (TRICO), which is a qualified self-insurer in the state of Florida and is granted immunity under Florida Statutes § 768.28 (as it is now written and as it may be amended by the Legislature at future dates). Liability is limited to the amount provided by Florida Statutes § 768.28 for negligent acts of the Provider. Since this immunity cannot be extended to individuals, corporations, or other than governmental agencies, this eliminates the possibility of naming CSCMC as an additional insured. Workers Compensation Insurance: Statutory Limits provided; \$1,000,000 Employer Liability Coverage.

CSCMC Policy 5.6 Insurance (cont'd)

Compliance with the insurance requirements herein shall not relieve the Provider of its liability and obligations under the CSCMC Contract. Further, no representation is made that the minimum insurance requirements in this section are sufficient to cover the indemnification or other obligations of the Provider under the CSCMC Contract.

The language in the first bullet point of ~~this policy~~ CSCMC Policy 5.6 Insurance regarding **Commercial General Liability Insurance** does not apply to the City of Stuart because it is self-insured and is a government entity. The language in the second bullet point of CSCMC Policy 5.6. Insurance, regarding **Commercial Automobile Liability** and the sixth bullet point of CSCMC Policy 5.6 Insurance, regarding **Professional Liability Insurance**, does not apply to the Youth Crime Prevention/Intervention Program. Should the program services change with prior notification to CSCMC, these insurance coverages may become necessary and would require proof of insurance submission to CSCMC.

- ~~The Provider shall maintain, during the CSCMC Contract term, **Commercial General Liability Insurance**, including Contractual Liability Insurance, in the minimum amount of \$500,000 per occurrence to protect the Provider from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages, that may arise from any operations under the CSCMC Contract, whether such operations are by the Provider or by anyone directly or indirectly employed by or contracting with the Provider. The Certificate of Insurance provided to CSCMC must indicate or the Affidavit must attest, that Children's Services Council of Martin County is an Additional Insured and must also indicate that Contractual Liability is included, with respect to General Liability insurance.~~
- ~~The Provider shall maintain, during the CSCMC Contract term, **Commercial Automobile Liability** coverage (for all owned, rented, leased, non-owned, and any other hired vehicles) utilized for the provision of services of a CSCMC funded program, with a per accident limit of not less than \$500,000 combined single limit for bodily injury and property damages liability. The Certificate of Insurance provided to CSCMC must indicate, or the Affidavit must attest, that Children's Services Council of Martin County is an Additional Insured with respect to Automobile Liability insurance. If the Provider does not use any vehicle for the CSCMC-funded program (or any portion thereof), this coverage is not required and the Provider shall immediately notify CSCMC of the same in writing. CSCMC may require the Provider to provide an affidavit acknowledging that no vehicle is used.~~
- If the Provider's employee and/or subcontractor utilizes a motor vehicle that is owned, rented, leased, non-owned, and any other hired vehicle by the employee or subcontractor for the provision of services of a CSCMC-funded program, then the Provider is required to verify that the employee's and/or subcontractor's Automobile Insurance is at least the minimum amounts and types of coverage required by the State of Florida.
- If the Provider's employees and/or subcontractors utilize a motor vehicle for the CSCMC-funded program, the Provider is required to keep a copy of the employee's and subcontractor's **valid driver's license** on file. CSCMC may, in its sole discretion, require the Provider to submit to CSCMC, either an affidavit acknowledging compliance with this requirement or a copy of the applicable driver's license(s).
- The Provider shall carry **Workers' Compensation Insurance** (including Employer's Liability Insurance) for all employees as required by Florida Statutes. In the event the Provider does not carry Workers' Compensation Insurance and chooses not to obtain same, then the Provider shall in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to CSCMC.

CSCMC Policy 5.16 Public Records Law Compliance

CSCMC and the Provider are both ~~is a~~ public ~~agency~~ agencies in Florida and as such, both of the parties' ~~Provider's~~ records pertaining to the CSCMC Contract are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). Provider ~~is required to, and does and~~ CSCMC hereby agree to, comply with Florida's ~~all applicable~~ public records laws, ~~including, without limitation:~~ and if the Provider meets the definition of "Contractor" as defined in Florida Statutes § 119.071, the Provider shall:

- ~~Provider will~~ Keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract.
- Upon request from CSCMC's custodian of public records, Provider will provide CSCMC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- ~~Provider will~~ Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the CSCMC Contract term and following completion of the CSCMC Contract if Provider does not transfer the records to CSCMC.
- Upon completion of the CSCMC Contract, Provider will transfer, at no cost, to CSCMC all public records in possession of Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract. If Provider transfers all public records to CSCMC upon completion of the CSCMC Contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the CSCMC Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

Contract Section VI. TERMINATION

1. It is the intent of CSCMC to assure a consistent and orderly delivery of children's services. It is also the intent of CSCMC to terminate contracts in those situations where such action is essential for protection of its interest and the interest of children, as solely determined by CSCMC.
2. Except as provided in Subparagraphs 3 and 4 below, this Contract may be terminated without cause by either party upon no less than 30-days' notice to the other. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC will reimburse the Provider for all allowable expenses up to the date of termination.

Contract Section VII. INDEMNIFICATION, HOLD HARMLESS; LIABILITY & INSURANCE

1. ~~To the extent permitted by law, the Provider agrees to indemnify and hold harmless CSCMC, its officers, employees, and representatives from liability on account of~~ Subject to the limitations specified in Florida Statutes § 768.28, the Provider agrees to be solely

responsible for any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Provider, its officers, employees, representatives, or volunteers ~~or any subcontractor used by the Provider that provides services paid for with CSCMC funds, or funding granted or not granted by CSCMC, or any action~~ arising out of the operation of this Contract. Nothing contained in this Contract shall be construed or interpreted as consent by the Council to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, shall apply to this Contract to claims or actions arising in tort and/or contract. Likewise, nothing herein is intended to serve as a waiver of the Provider's sovereign immunity or the provisions of Section 768.28, Florida Statutes, nor shall the same be construed to constitute a consent to be sued by a third part nor an agreement to indemnify CSCMC or any third party for their negligent, willful or intentional acts or omissions.

2. The Provider shall be responsible for providing general liability and other insurance coverages ~~deemed reasonably necessary by CSCMC and at the amounts found in CSCMC's Program and Funding Policies~~ in the amounts more specified herein below. All insurance shall be maintained at all times during the existence of this Contract. Upon execution of this Contract or when otherwise requested, the Provider shall furnish CSCMC with an affidavit acknowledging compliance with all insurance requirements or a current Certificate of Insurance ~~listing Children's Services Council of Martin County as the Certificate Holder and an Additional Insured with respect to General Liability, and shall contain a provision that such coverages afforded under the policies shall not have any material change or be canceled or allowed to expire until at least 30 days prior written notice has been given to the Children's Services Council of Martin County. The Provider shall confirm with CSCMC whether an affidavit or certificates of insurance are required.~~ Compliance with these insurance requirements shall not relieve the Provider of its liability and obligations under this Contract. ~~Further, no representation is made that the minimum insurance requirements are sufficient to cover the indemnification or other obligations of the Provider under this Contract.~~
3. Provider is a member of the Treasure Coast Risk Management Program (TRICO), which is a qualified self-insurer in the state of Florida and is granted immunity under Florida Statutes § 768.28 (as it is now written and as it may be amended by the Legislature at future dates). Liability is limited to the amount provided by Florida Statutes §768.28 for negligent acts of the Provider. Since this immunity cannot be extended to individuals, corporations, or other than governmental agencies, this eliminates the possibility of naming CSCMC as an additional insured.
4. The Provider shall carry **Workers' Compensation Insurance** (including Employer's Liability Insurance) for all employees as required by Florida Statutes. In the event the Provider does not carry Workers' Compensation Insurance and chooses not to obtain same, then the Provider shall in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to CSCMC.
5. If the Provider enters into a subcontract for the provision of services of any portion of services funded by CSCMC, it shall be the responsibility of the Provider to ensure that all insurance necessary for the provision of services by the subcontractor is met. This includes but is not limited to General Liability, Automobile Liability, and Professional Liability as described below. Upon request, the Provider shall furnish to CSCMC an affidavit acknowledging compliance or copies of the **subcontractor's Certificates of Insurance** with respect to all insurance coverages necessary for the provision of services.

6. Any Subcontractor shall maintain, during the CSCMC Contract term, **Commercial General Liability Insurance**, including Contractual Liability Insurance, in the minimum amount of \$500,000 per occurrence to protect the Subcontractor from claims for damages for bodily and person injury including wrongful death, as well as from claims of property damages, that may arise from any operations under the CSCMC Contract, whether such operations are by the Subcontractor or by anyone directly or indirectly employed by or contracting with the Provider. The Certificate of Insurance provided to CSCMC must indicate that the Provider and Children's Services Council of Martin County are Additional Insureds and must also indicate that Contractual Liability is included, with respect to General Liability insurance.
7. Any Subcontractor shall maintain, during the CSCMC Contract term, **Commercial Automobile Liability** coverage (for all owned, rented, leased, non-owned, and any other hired vehicles) with a per accident limit of not less than \$500,000 combined single limit for bodily injury and property damages liability. The Certificate of Insurance must indicate that the Provider and Children's Services Council of Martin County are additional insureds with respect to Automobile Liability insurance. If the Subcontractor does not use any vehicle for the CSCMC-funded program (or any portion thereof), this coverage is not required and the Subcontractor shall immediately notify CSCMC of the same in writing. CSCMC may require the Subcontractor/Provider to provide an affidavit acknowledging that no vehicle is used.
8. To the extent permitted by law, the Provider shall require any subcontractor used by the Provider that provides services paid for with CSCMC funds to indemnify and hold harmless CSCMC from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, any negligent act by the subcontractor, or any action arising out of the operation of the Contract between CSCMC and the Provider.
9. The Provider shall require any subcontractor used by the Provider for services paid for with CSCMC funds to provide proof of general liability insurance coverage at a level deemed adequate by CSCMC and any other insurance coverage deemed reasonably necessary by CSCMC, which insurance shall be maintained at all times during the existence of this Contract. Upon the Provider entering into an agreement with any subcontractor to provide services contemplated under the Provider's Contract with CSCMC, the Provider shall furnish CSCMC with a current Certificate of Liability Insurance from the subcontractor listing CSCMC as the Certificate Holder and an Additional Insured with respect to General Liability and shall contain a provision that such coverages afforded under the policies shall not have any material change or be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Children's Services Council of Martin County.

Contract Section XV. PUBLIC RECORDS LAW COMPLIANCE

CSCMC and the Provider are both ~~is-a~~ public ~~agency~~ agencies in Florida and as such, both of the parties' ~~Provider's~~ records pertaining to the CSCMC Contract are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). Provider ~~is required to, and does and CSCMC hereby agree to,~~ shall comply with Florida's ~~all-applicable~~ public records laws, ~~including, without limitation:~~ and if the Provider meets the definition of "Contractor" as defined in Florida Statutes §119.071, the Provider shall:

~~Provider will~~ Keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract.

Upon request from CSCMC's custodian of public records, Provider will provide CSCMC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

~~Provider will~~ Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the CSCMC Contract term and following completion of the CSCMC Contract if Provider does not transfer the records to CSCMC.

Upon completion of the CSCMC Contract, Provider will transfer, at no cost, to CSCMC all public records in possession of Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract. If the Provider transfers all public records to CSCMC upon completion of the CSCMC Contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the CSCMC Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

Contract Section XVII. MISCELLANEOUS PROVISIONS

The City of Stuart is requesting modifications to clauses 4 and 6 only, as noted below for Contract Section XVII. Miscellaneous Provisions, Clauses 1-11.

4. Sovereign Immunity. This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSCMC ~~or the Provider~~ under the laws or Constitution of the State of Florida.
6. Waiver of Jury Trial and Remedies. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. ~~The parties agree that the state courts in Martin County, Florida, shall have exclusive jurisdiction and be the proper venue for any litigation, special proceeding, or other special proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.~~

Thank you for your consideration of our CSCMC Policy language and Contract language waiver requests. Should you have any questions or need any additional information, please feel free to contact me.

Respectfully submitted,

Lee J. Baggett
Lee J. Baggett
City Attorney



Martha Arosemena
Senior Vice President
(512) 619-1659
marthaa@grantworks.net

March 31, 2026

Captain Derek Ortado
Support Division
Stuart Police Department
830 Martin Luther King Jr. Blvd.
Stuart, Florida 34994

***Subject: Task Order #4 – Children’s Services Council of Martin County, 2026–2027 Request for Proposals:
Strong, Nurturing Families and/or Safe, Stable Communities***

Dear Captain Ortado:

GrantWorks, Inc. (“GrantWorks”) is pleased to provide Task Order #4 to the City of Stuart (“City”) for grant writing services in support of the City of Stuart Police Department’s application to the Children’s Services Council of Martin County (“CSCMC”) under the *2026–2027 Request for Proposals: Strong, Nurturing Families and/or Safe, Stable Communities*. The proposed application is titled *City of Stuart Police Youth Crime Prevention/Intervention Program*.

This task order is issued under *Contract Number RFP 2025-300: Grant Writing and Grant Management Services (“the Contract”)*, between the City of Stuart, Florida and GrantWorks.

Services under this Task Order will be provided in accordance with the terms, conditions, and payment provisions of the Contract. GrantWorks will bill a fixed fee of **\$580.00**, calculated using the hourly rates set forth in the Contract and based on the estimated hours required to complete the scope of work.

Under this Task Order, GrantWorks will provide grant writing services to support the City’s pursuit of CSCMC funding. Services will include reviewing program requirements; coordinating with City staff to gather project, financial, and technical information; and organizing all necessary supporting documentation. GrantWorks will also prepare and/or review required narratives, forms, and attachments to deliver a complete and compliant application package on behalf of the City.

If the terms are acceptable, please sign and return the enclosed document at your convenience. Should you have any questions or need additional information, please feel free to contact me directly.

Sincerely,
GRANTWORKS, INC.

Martha Arosemena
Senior Vice President

Attachment A. Task Order #4



**ATTACHMENT A
TASK ORDER #4**

This Task Order #4 (“Task Order”) effective this 31st day of March 2026, (“Effective Date”) is entered into by and between the City of Stuart (“CLIENT”) and GrantWorks, Inc. (“CONSULTANT”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

Pursuant to this Task Order, the CONSULTANT is authorized to provide research and application development services to the CLIENT in connection with the Children’s Services Council of Martin County (“CSCMC”) 2026–2027 Request for Proposals: *Strong, Nurturing Families and/or Safe, Stable Communities*, supporting the City’s proposed *City of Stuart Police Youth Crime Prevention/Intervention Program*. The following sections establish the mutual understanding of the parties with respect to the services authorized under this Task Order.

1. **PURPOSE:** The purpose of this Task Order is to authorize the CONSULTANT to provide grant writing services to assist the CLIENT in preparing and submitting a complete and compliant application to the CSCMC under the 2026–2027 RFP: *Strong, Nurturing Families and/or Safe, Stable Communities*, for the *City of Stuart Police Youth Crime Prevention/Intervention Program*.
2. **AUTHORITY AND GOVERNING TERMS:** This Task Order is issued pursuant to, and in accordance with, *Contract Number RFP 2025-300: Grant Writing and Grant Management Services (“the Contract”)*. All services performed under this Task Order shall be governed by the terms, conditions, and payment provisions of the Contract. In the event of a conflict between this Task Order and the Contract, the terms of the Contract shall control, unless the conflicting provision is specifically referenced herein and expressly stated not to apply.
3. **SCOPE OF SERVICES:** The CONSULTANT understands the CLIENT is seeking assistance with the preparation and submission of a complete and compliant application to the CSCMC under the 2026–2027 Request for Proposals: *Strong, Nurturing Families and/or Safe, Stable Communities*, for the *City of Stuart Police Youth Crime Prevention/Intervention Program*. The CONSULTANT shall coordinate closely with the CLIENT to gather required project, financial, and technical information and will prepare and/or review all required narratives, forms, and supporting documentation for submission. The CONSULTANT will also provide advisory and technical support to assist the CLIENT in responding to any requests for clarification or additional information during the review process.
4. **COMPENSATION:** The CONSULTANT shall perform the services described herein for a total fixed fee amount of **\$580.00**, which includes all work associated with the CSCMC grant application development. This amount is derived from estimated labor hours and is in accordance with the approved hourly rate schedule established in *Exhibit A* of the Contract. The CONSULTANT shall invoice the fixed fee upon submission of the application to the CSCMC. A summary of the total level of effort for this engagement is provided in the table below.

Task	Description	Hourly Rate	Hours	NTE
Grant Application Development	Preparation and delivery of a complete and compliant application package.	\$145.00	4	\$580.00
			Total	\$580.00

5. **TERM:** The services authorized under this Task Order shall commence upon execution of this Task Order and continue through completion and submission of the CLIENT's application on or before May 1, 2026.

CLIENT and CONSULTANT agree to the foregoing and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

City of Stuart

GrantWorks, Inc.

By (Sign): Flamur Zenelovic
 Print Name: FLAMUR ZENELOVIC
 Title: Chief of Police
 Email: fzenelovic@stuartfl.gov
 Date: 03/31/2026

By (Sign): _____
 Print Name: _____
 Title: _____
 Email: _____
 Date: _____

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

Meeting Date: 4/13/2026

Prepared by: Pinal Gandhi-Savdas

Title of Item:

FPL EASEMENT ON GUY DAVIS COMMUNITY PARK (RC):

RESOLUTION No. 27-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA POWER & LIGHT FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart is undertaking improvements at Guy Davis Community Park. As part of this project, Florida Power & Light (FPL) requires the relocation of existing utility poles and associated infrastructure within the park to accommodate the planned improvements.

To facilitate this effort, FPL has requested a new easement to allow for the installation, operation, and maintenance of the relocated utility infrastructure. As there is no existing formal easement agreement for the current FPL poles, no formal abandonment is required at this time.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 27-2026.

ATTACHMENTS:

1. R27-2026 Easement with FPL_Guy Davis Community Park
2. R27-2026 Exhibit A_FPL Easement_Guy Davis Community Park_Sketch and Legal



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

RESOLUTION NUMBER 27-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA POWER & LIGHT FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is undertaking improvements at Guy Davis Community Park; and

WHEREAS, Florida Power and Light (“FPL”) requires the relocation of existing utility poles and related facilities within the park to accommodate these improvements; and

WHEREAS, FPL requires the City to grant an easement to allow for the relocation, installation, operation, and maintenance of its utility infrastructure; and

WHEREAS, the City Commission finds that granting such an easement is in the best interest of the City and is necessary to facilitate the park improvements; and

WHEREAS, the City Commission desires to authorize the Mayor to execute an Easement Agreement with for these purposes.

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

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

SECTION 2: The Mayor is hereby authorized to enter into and execute an Easement Agreement between the City of Stuart, Florida, and Florida Power and Light, granting an

easement for the relocation, installation, operation, and maintenance of utility poles and related facilities at Guy Davis Community Park.

SECTION 3: The proposed area of real property for requested Easement Agreement is further described in Exhibit “A,” attached hereto and incorporated herein.

SECTION 4: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ___ day of _____, 2026.

ATTEST:

MARY R. KINDEL
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

**SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
A PORTION OF THE NORTHEAST QUARTER OF
SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST
GUY DAVIS PARK, STUART, FLORIDA**

LEGAL DESCRIPTION:

A 20 foot strip of land lying within Section 9, Township 38 South, Range 41 East, being a portion of Guy Davis Park PIN No. 09-38-41-000-000-00020-1 according to the Public Records of Martin County, Florida, the centerline of said strip being more particularly described as follows:

COMMENCE at the Northeast corner of Lot 2, PLAT OF THE CENTRE, as recorded in Plat Book 11, Page 26, of the Public Records of Martin County;

THENCE S 00°00'34" E along the East line of said Lot 2 a distance of 320.00 feet;

THENCE N 89°59'26" E, a distance of 10.00 feet to a point on the centerline of said 20 foot strip of land, also the point of beginning;

THENCE S 00°00'34" E along the centerline of said 20 foot strip, a distance of 350.00 feet to the POINT OF TERMINATION ;

Said lands lying and situate in Stuart, Martin County, Florida, containing 7000 square feet, more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Martin County.
3. Bearings shown hereon are in the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83).
4. The description contained herein and the attached sketch do not represent a Boundary Survey.

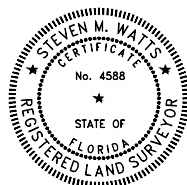
CERTIFICATE

CERTIFIED TO: City of Stuart

I, Steven M. Watts, do hereby certify that this Sketch and Description was done under my direct supervision and is accurate and correct to the best of my knowledge and belief. I further state that this Sketch and Description was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes, Chapter 472.027.

Signature _____

Steven M. Watts, PSM
Professional Surveyor and Mapper
Florida Registration No. 4588
Calvin, Giordano & Associates, Inc.



THIS IS NOT A SURVEY

	Calvin, Giordano & Associates, Inc. <small>A SAFEbuilt COMPANY</small> 580 Village Blvd., Suite 325, West Palm Beach, FL 33409 Phone: 561.684.6161 • Fax: 561.684.6360 Certificate of Authorization 6791	SKETCH & LEGAL DESCRIPTION FPL UTILITY EASEMENT GUY DAVIS PARK - CITY OF STUART	SCALE	PROJECT No.	SHEET
			N/A	20-4018	1
			DATE	CAD FILE	
			03/03/2026		

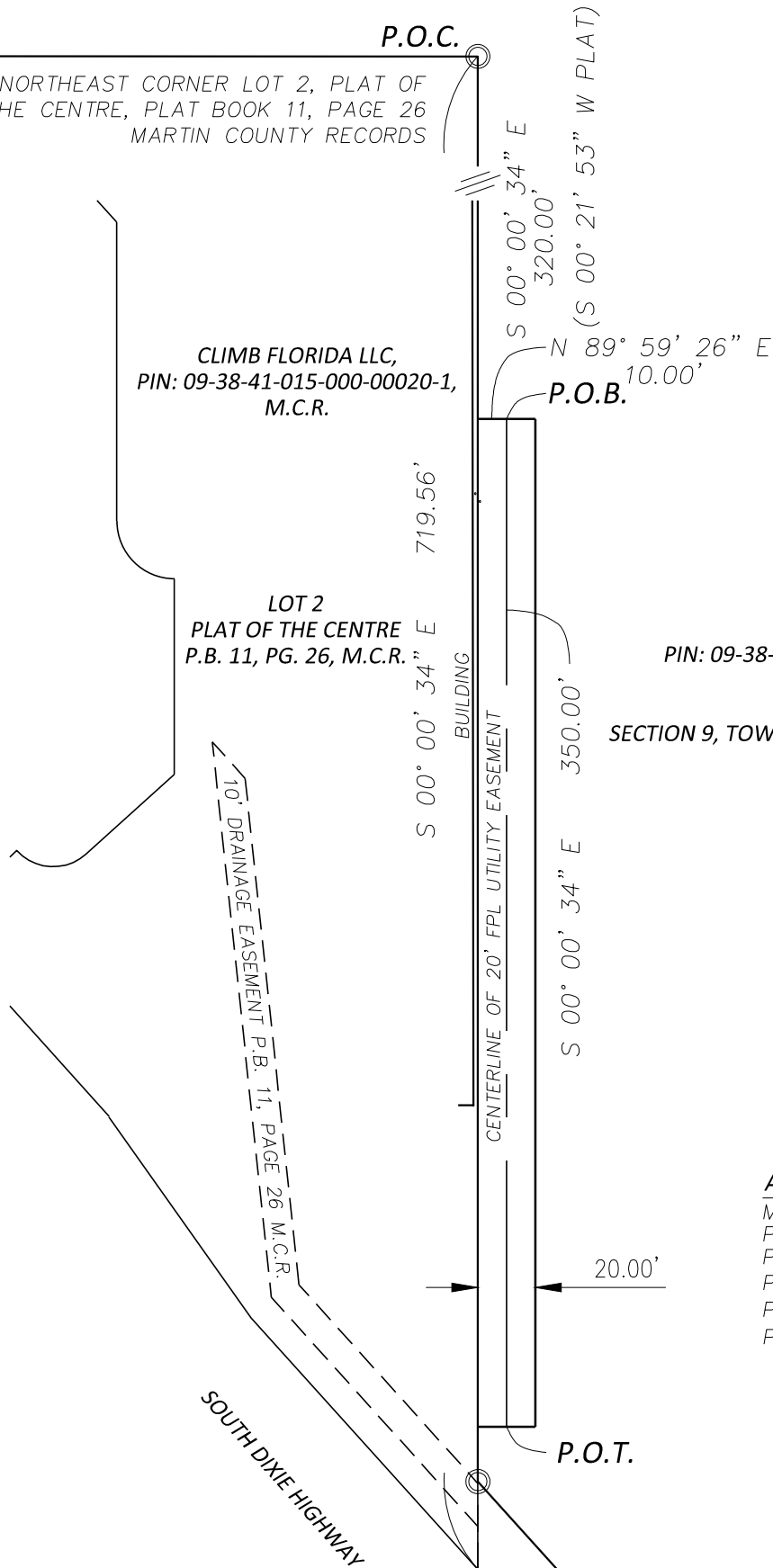
NORTHEAST CORNER LOT 2, PLAT OF THE CENTRE, PLAT BOOK 11, PAGE 26 MARTIN COUNTY RECORDS

CLIMB FLORIDA LLC,
PIN: 09-38-41-015-000-00020-1,
M.C.R.

LOT 2
PLAT OF THE CENTRE
P.B. 11, PG. 26, M.C.R.

GUY DAVIS PARK
CITY OF STUART
PIN: 09-38-41-000-000-00020-1, M.C.R.

PORTION OF
SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST



ABBREVIATIONS

- M.C.R. = Martin County Records
- P.B. = Plat Book
- PG. = Page
- P.O.C. = Point of Commencement
- P.O.B. = Point of Beginning
- P.O.T. = Point of Termination

THIS IS NOT A SURVEY



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
580 Village Blvd., Suite 325, West Palm Beach, FL 33409
Phone: 561.684.6161 • Fax: 561.684.6360

Certificate of Authorization 6791

**SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART**

SCALE 1" = 60'	PROJECT No. 20-4018	SHEET 2
DATE 03/03/2026	CAD FILE	

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

Meeting Date: 4/13/2026

Prepared by: Jodi Nentwick

Title of Item:

POLK STREET HOTELS, INC. (AKA FAIRFIELD INN HOTEL) AMENDMENT TO THE OFFICIAL ZONING ATLAS (REZONE) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2537-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Polk Street Hotels, Inc., is requesting an Amendment to the Official Zoning Atlas from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District for this 0.33-acre site is located at 255 SW 6th Street, Stuart, FL. The Downtown Redevelopment Future Land Use category designates the property.

This ordinance previously went through the First and Second Readings, on January 27, 2025 and February 10, 2025, respectively. On February 10, 2025, the City Commission voted to deny the application to amend the Official Zoning Atlas via Resolution No. 33-2025. The applicant subsequently filed a Writ of Certiorari with the Circuit Court of the Nineteenth Judicial Circuit, In and for Martin County, Florida, Case No. 432025AP00002. On December 19, 2025, the Court granted the applicant's petition for writ of certiorari and remanded the cause back to the City for another hearing on the application for rezoning, at which time the City shall comply with the City's Land Development Code (LDC), Section 11.01.09(J)(6). As a result, the City Commission is required to repeat the Second Reading and quasi-judicial hearing.

Section 11.01.09(J)(5) of the City's LDC states that the City Commission shall determine whether the application is in compliance with the requirements of this Code and the comprehensive plan and that the City Commission shall adopt an ordinance setting forth its determination at the conclusion of the public hearing. Section 11.01.09(J)(6) of the LDC states that the determination of the City Commission shall be to either find the application: (a) "In compliance"--- in the event of a determination of in compliance, the rezoning shall be deemed approved; (b) "In compliance subject to stated conditions or modifications" in the event of a determination of in compliance subject to stated conditions or modifications, the applicant may submit a revised rezoning application with supporting documentation to the department within 45 working days which complies with said conditions and modifications. The development director shall review the plan for finding of in compliance; OR (3) "Not in compliance" -- In the event of a determination of not in compliance, the application shall be rejected and the specific reasons for such determination with reference to the requirements of this Code shall be stated in the resolution.

Funding Source:

N/A

Recommended Action:

Staff recommends the Community Redevelopment Agency forward a recommendation to the City of Stuart City Commission to approve rezoning the subject parcel from Urban Waterfront (UW) to the Urban Highway (UH) Zoning District.

ATTACHMENTS:

1. 2537-2025 Polk Street Hotels - Rezone
2. CRB Staff Report
3. Rezoning Justification
4. Survey
5. Traffic Report
6. LPA Public Notice Package



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

ORDINANCE NUMBER 2537-2025

* * * * *

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on December 11, 1989, the City of Stuart City Commission adopted Ordinance Number 1174-89, adopting a comprehensive growth management plan as mandated by the local government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan, that designated this future land use of this property as Downtown Redevelopment; and

WHEREAS, on August 28, 2024, an application was submitted by Polk Street Hotels, Inc. (Property Owner) to the City of Stuart for the rezoning of the subject property from Urban Waterfront to Urban Highway; and

WHEREAS, the Local Planning Agency board held a property noticed hearing on January 16, 2025, to consider the Property Owner's request and recommended approval of the application to the City Commission to amend the Official Zoning Atlas; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Property Owner for a 0.33-acre parcel of land; and

WHEREAS, the City of Stuart has determined the need to change the Land Development Zoning District for said lands; and

WHEREAS, the City of Stuart City Commission has considered the Property Owner's voluntary request for zoning designations and has also considered the recommendation of City staff; and

WHEREAS, the Property Owner has committed to the City of Stuart that any development will comply with all development codes, plans, standards, and conditions approved by the City Commission; and

WHEREAS, the subject property is legally described in **Exhibit "A"** attached to this Ordinance and made a part hereof by reference. A map depicting the subject property is attached hereto as **Exhibit "B"** and made a part hereof by reference.

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

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

SECTION 2: At the Public Hearing, the Property Owner showed by substantial competent evidence that the application for rezoning is in compliance and consistent with the City of Stuart Comprehensive Plan, the Land Development Code of the City, and with the procedural requirements of law. Therefore, the Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "Urban Highway" for the subject property.

SECTION 3: This Ordinance becomes effective immediately upon adoption by the City Commission.

SECTION 4: 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 City’s Land Development Code and Florida Building Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this Ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this Ordinance conflicts with any contractual provision between the City of Stuart and the Property Owner or successor in interest of the site, this Ordinance shall prevail.

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

SECTION 7: Upon complete execution of this Ordinance, the City Clerk is directed to record this Ordinance in the Public Records of Martin County, Florida.

Passed on first reading the January 27, 2025.

Commissioner Clarke moved that the foregoing Ordinance be transmitted to the Second Reading. The motion was seconded by Commissioner Collins and upon being put to a roll call vote, the board voted unanimously in favor of transmitting the Ordinance to the Second Reading.

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

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

YES	NO	ABSENT	ABSTAIN

SEAN REED, COMMISSIONER

--	--	--	--

ADOPTED on second and final reading this _____ day of _____, 2026.

ATTEST:

 MARY R. KINDEL
 CITY CLERK

 CAMPBELL RICH
 CITY MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

 LEE BAGGETT, ESQUIRE
 CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTION

PARCEL D:

The West 119.10 feet of the following described parcel:

Start of the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 220 feet to the point of beginning; thence run North 20 feet; thence run East 161 feet; more or less to the waters of Frazier Creek thence meander Southeasterly the waters of Frazier Creek a distance of 195 feet; more or less, to a line which bears East and is 102 feet South of the point of beginning; thence run West a distance of 319 feet, more or less, to a point 102 feet South of the point of beginning; thence run North 102 feet to the point of beginning.

Parcel ID#: 05-38-41-000-000-00182-3

Address: 255 SW 6TH STREET

(The remainder of this page was intentionally left blank)

EXHIBIT B – LOCATION MAP





To: *Community Redevelopment Agency (CRA)*

Prepared by: Jodi Kugler, Development Director

Meeting Date: Tuesday, February 4, 2025

Project ID No. Z24080011

Project Name: Polk Street Hotels, Inc. (*aka Fairfield Inn Hotel*)
Amendment to the Official Zoning Atlas (*Rezoning*)

GENERAL INFORMATION

Applicant/Owner: Polk Street Hotels, Inc., a Florida for-profit corporation
3423 SE Federal Highway
Stuart, FL 34997

Agent of Record: Jarod Gaylord, Esq., Law Offices of Marc R. Gaylord, P.A.

Location: 255 SW 6th Street

Parcel ID Number: 05-38-41-000-000-00182-3 (0.33-acres)

Parcel Size +/- 0.33-acres (14,748 square feet)

Future Land Use: Downtown Redevelopment

Existing Zoning: Urban Waterfront (UW)

Proposed Zoning: *Urban Highway (UH)*

Required Action: Change the zoning from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District

Existing Use: Vacant

Special District: Community Development Redevelopment (CRA) & Urban District

BACKGROUND ANALYSIS

The applicant, Polk Street Hotels, Inc., is requesting an Amendment to the Official Zoning Atlas from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District for this 0.33-acre site is located at 255 SW 6th Street, Stuart, FL. The Downtown Redevelopment Future Land Use category designates the property.

Aerial Map2

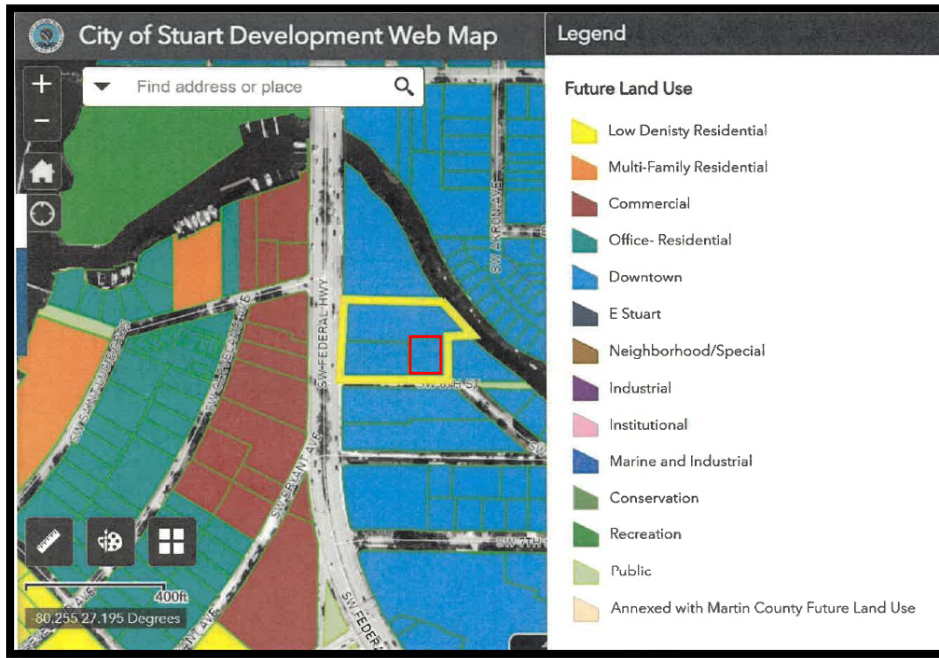


Future Land Use:

Objective 1.A.7. - The future land use categories defined below provide general descriptions intended to encompass all present and future land uses in the City of Stuart. The "Table of Land Use Densities and Intensities" provides specific density and intensity measures that shall establish the maximum density and intensity allowed in each land use category. The Future Land Use Map establishes the optimum, overall distribution of land uses as well as can be established on a City-wide basis. Neither these policies nor the Future Land Use Map shall be construed to mean that every parcel in a designated area is suitable for the designated use. Other plan objectives and policies will be applied to ensure that any proposed development will be suitable for the particular site. Similarly, the Future Land Use Map does not assure the landowner the right to the most intense use allowable under the designated future land use category. The City shall have the discretion to decide that the permitted land use shall be more limited than the maximum allowable under the future land use category; provided that the City shall approve some development that is consistent with the City's plan.

- ***Policy 1.A7.1.(I).*** – ***Downtown Redevelopment:*** The Downtown Redevelopment future land use designation applies only to land areas within the Stuart Community Redevelopment Area. General uses permitted include low-density residential, multi-family residential, office, commercial, recreation, lodging, public facilities, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.

Future Land Use Map



Current Zoning:

Section 3.01.03. – Urban standards and regulations for designated urban subdistricts.

Urban waterfront ("UW"), refers to special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential. Existing "marine industrial" uses are conditionally permitted. In both the North and South Points, UW is generally located along all waterfront properties throughout the CRA with the exception of those waterfront properties on the north side of Frazier Creek and on the east side of the "North Point" peninsula south of Fern Street.

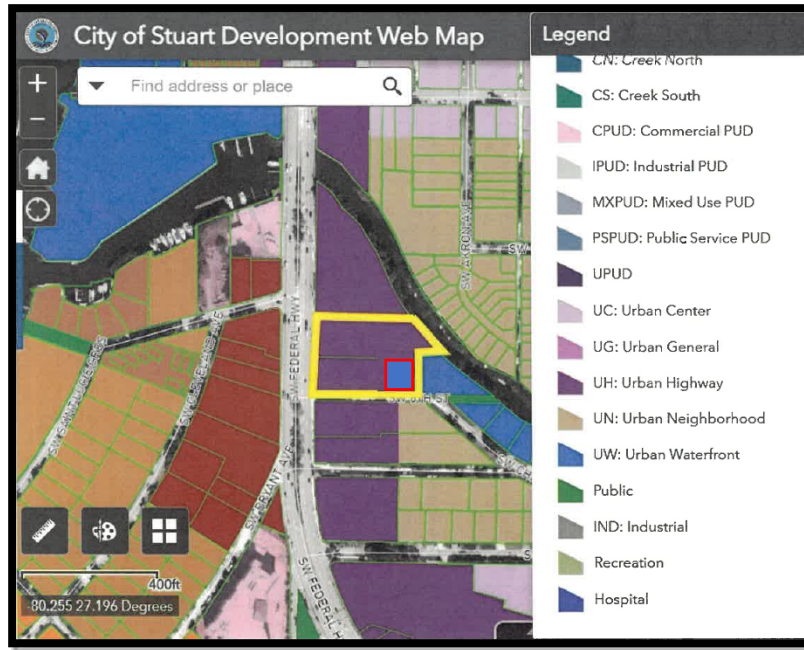
Current Zoning Map



Proposed Zoning:

Urban highway ("UH") occurs along both sides of SE Federal Highway as it traverses the Urban Code District. This area allows large front setbacks and highway-oriented commercial or high-density residential uses with generous parking lots. In the North Point, UH is generally located along the western side of SE Federal Highway and along the western side of the proposed Green River Parkway. In the South Point, UH is generally located along both sides of SE Federal Highway.

Proposed Zoning Map



**REZONING OF THE OFFICIAL ZONING ATLAS
STANDARDS OF REVIEW
LAND DEVELOPMENT CODE SECTION 11.01.09**

Section 11.01.09(G)(2) of the City of Stuart Land Development Code establishes the standards for reviewing Zoning Atlas Amendments. In reviewing this application for an amendment to the Official Zoning Atlas, the Local Planning Agency shall consider and make the following determinations:

A. The existing land use pattern.

The applicant’s agent stated within their justification statement dated October 25, 2024, that the property is located along the intersection of Federal Highway and SW 6th Street. The applicant purchased the property, which consisted of three (3) separate lots in April 2023. The applicant then joined these parcels in a Unity of Title on May 10, 2023. The northern and western portions of the property retained the Urban Highway, while the southeastern portion of the property retained the Urban Waterfront zoning designations

This is inconsistent with the property, the surrounding community, and land use patterns. Most of the property is zoned Urban Highway, which is appropriate due to the location along Federal Highway. The property’s southeastern portion is zoned Urban Waterfront, despite the lack of any frontage along Frazier Creek. The portion of the property is zoned Urban Waterfront and is not located along any waterfront.

The Urban Waterfront portion of the property is currently vacant. The surrounding properties vary in zoning depending on location. All properties on the eastern side of the Federal Highway located north of this portion of the property are zoned Urban Highway until SW Joan Jefferson Way. The properties immediately south contain a mixture of Urban Highway zoning located portion of those lots. The property immediately east is zoned Urban Waterfront which is more appropriate since this property contains water frontage.

Amending the zoning map will ensure the entire property is zoned consistently, and facilities appropriate redevelopment consistent with the existing land use pattern, rather than applying inconsistent and contradictory zoning regulations to the property.

Excerpts from the City of Stuart Comprehensive Plan:

GOAL STATEMENT 1.C

The future land use goal for the Community Redevelopment Area (CRA) [is] to maintain and strengthen the beauty, economic viability, cultural resources, and social importance of the area. This shall be accomplished through mixed-use zoning, preservation of historic buildings, innovative zoning and land use regulations, demolition, reconstruction, or substantial renovation of existing buildings and infrastructure, enhancement of marine resources, and other measures to promote urban redevelopment.

Objective 1.C1. - [Urban Code Overlay Zone.]

The City shall implement the Stuart Urban Code Overlay Zone in the CRA, which provides for adequate parking, encourages people to live, work, and shop without needing a car defines urban spaces with buildings, creates interesting and pleasant itineraries along sidewalks, conceals parking lots, promotes alternative modes of transportation, and provides for the harmony of architectural style.

Policy 1.C1.1. *The City of Stuart shall continue to implement the Architectural Regulations and the Stuart Urban Code in the CRA to regulate building size, height, and orientation.*

Policy 1.C1.2. *The City of Stuart shall continue to implement the Stuart Architectural Regulations which have been adopted based on the Stuart Urban Code for the CRA to regulate materials, colors, and landscaping for buildings. These regulations shall encourage traditional, durable construction with materials that age well and fit with the existing architectural heritage of Stuart.*

Surrounding Land Uses and Zoning

Location		Zoning District	Future Land Use	Existing Land Use
Subject Property		UW (Urban Waterfront)	Downtown Redevelopment	Vacant
Adjacent Parcels	North	UH (Urban Highway)	Downtown Redevelopment	Abandoned Funeral Home and Crematory
	South	UH (Urban Highway)	Downtown Redevelopment	Apartment Complex
	East	UW (Urban Waterfront)	Downtown Redevelopment	Professional Office Building
	West	UH (Urban Highway)	Downtown Redevelopment	Partially Vacant

B. *The possible creation of an isolated district unrelated to adjacent and nearby districts.*

The proposed rezoning to Urban Highway (UH) would not create an isolated zoning classification concerning the nearby zoning districts.

C. *The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities, and streets.*

The proposed change in zoning should not affect the level of service capacity of transportation facilities, sewage facilities, water supply, parks, drainage, schools, solid waste, mass transit, or emergency medical facilities. Site-specific impacts will be addressed through a development application.

Before the issuance of any Final Development Order, the developer must demonstrate that all public facilities are available to serve the parcel and obtain a Certificate of Capacity.

Water/Wastewater

Water and wastewater services are available from the City of Stuart Utility Department.

Policy 1.A3.2. The City's Future Land Use Map and land development regulations shall direct development to areas where adequate utilities, services, and schools exist or are planned to protect natural resources.

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

The site is currently served for water and wastewater services by the City of Stuart Utility Department.

E. *The possible overloading of the city's drainage system.*

Before the issuance of any Final Development Order, the developer must demonstrate that all public facilities are available to serve the parcel and obtain a Certificate of Capacity.

F. *The existing district boundaries in relation to existing conditions on the subject property.*

Excerpts from the City of Stuart Comprehensive Plan:

Objective 1.C3. - Urban redevelopment.

- A. Revitalize the designated Urban Redevelopment Area (URA), including the CRA, by:*
- B. Maintaining or increasing the amount of development and redevelopment.*
- C. Maintaining or increasing the percentage of County-wide employment located in the URA and CRA and the City of Stuart as a whole.*
- D. Reducing blight conditions as defined by F.S. § 163.340(8)(a) and (b).*
- E. Achieving and maintaining a 90 percent occupancy rate of commercial and office spaces.*
- F. Enhancing the City's marine resources.*
- G. Promote multi-modal mobility throughout the CRA.*

Policy 1.C3.1. The URA is a specific geographic area established in the Comprehensive Plan for urban redevelopment as shown in the Stuart Redevelopment Map. The Community Redevelopment Area (CRA) established pursuant to the Community Redevelopment Act of 1969 is a specific geographic area identified in the Comprehensive Plan as shown in the Stuart Redevelopment Map.

G. *The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate.*

The applicant's agent stated within their justification statement dated October 25, 2024, that While the Property was owned by a single owner before my client purchased the Property, the site was three separate lots. My client joined these parcels under a Unity of Title, recorded in Official Records Book 3374, Page 45 of the Martin County Public Records. This Unity of Title was necessary to ensure the redevelopment potential of the Property. This change resulted in the lot containing two zoning districts - the Urban Highway district on the western and northern portions of the Property and the Urban Waterfront district on the southeastern portion of the Property. The two zoning districts, while permitting many of the same uses, have some conflicting and contradictory development standards. For example, Urban Highway requires that "parking areas shall be located behind the rear facade of a principal building"/ while Urban Waterfront prohibits parking "between the rear building facade and the water. These conflicting regulations for the two zoning districts on the Property prevent the ability to provide parking. This, along with the convenience of being governed by one set of zoning restrictions, necessitates the approval of this rezoning application.

H. *The impact of the proposed rezoning upon living conditions in the adjacent neighborhood.*

The applicant's agent stated within their justification statement dated October 25, 2024, that the proposed rezoning will not have a material impact on living conditions in the adjacent neighborhood. The immediate surrounding area along the Federal Highway corridor is mostly commercial. The nearest residential neighborhood is along SW Channel Avenue. These properties are already accustomed to the nearby commercial uses. Rezoning a portion of the Property from the Urban Waterfront to the Urban Highway will not result in a material impact on these adjacent properties. This is because the permitted uses in the two zoning districts are similar. Additionally, the proposed use as a hotel is permitted in both zoning districts. As such, the rezoning application will not harm living conditions in the adjacent neighborhood. Instead, approving this petition will encourage redevelopment of a currently underutilized property into an attractive hotel.

I. *The impact of the rezoning upon the flow of light and air to adjacent neighborhood.*

Before the issuance of any Final Development Order, the developer must demonstrate that all impacts to flow of light and light and air to adjacent neighborhoods.

J. *The impact of the proposed rezoning upon property values in the area.*

The applicant's agent stated within their justification statement dated October 25, 2024. that the proposed rezoning will not negatively impact adjacent property values but will likely increase and improve these property values. The property currently contains a closed funeral home. The proposed redevelopment will include a modern hotel. The redevelopment of this property will increase the lot's value and the values of adjacent areas. The hotel will bring guests to the Downtown Stuart area who will frequent nearby shops, restaurants, and attractions. This trickle-down will help provide additional opportunities to nearby businesses and properties and increase nearby property values.

K. *The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations.*

The proposed rezoning petition is consistent with the surrounding Urban Code District to the north, south, and west. Additionally, the proposed rezoning is consistent with the Goals, Objectives, and Policies of the

Comprehensive Plan pertaining to the retention and expansion of urban uses and encourages design standards and guidelines.

- L. The existence of other adequate site in the city for the proposed use in districts already permitting such use.***

The property is in the Community Redevelopment Area (CRA) and Urban District. The Urban Waterfront zoning and Urban Highway zoning designations allow for hotels as a permitted use.

CONCLUSION:

Staff has reviewed the petition and determined that it conforms to the Standards of Review as outlined in Section 11.01.09 of the City of Stuart Land Development Code and is consistent with the City of Stuart Comprehensive Plan, Goals, Objectives, and Policies.

RECOMMENDATION:

Staff recommends the Community Redevelopment Agency (CRA) forward a recommendation to the City of Stuart City Commission to approve rezoning the subject parcel from the Urban Waterfront (UW) to the Urban Highway (UH) Zoning District.

LAW OFFICES OF
MARC R. GAYLORD, P.A.

12000 S.E. OLD DIXIE HIGHWAY
HOBE SOUND, FL 33455
TEL: (772) 545-7740
FAX: (772) 545-7782

MARC R. GAYLORD, ESQ.
JARED E. GAYLORD, ESQ.

FORD T. DWYER, ESQ.
COLBY HEDDEN, ESQ.

October 25, 2024

VIA EMAIL &
HAND DELIVERY

Jodi Kugler
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Polk Street Hotels, Inc., a Florida for profit corporation
Section 11.01.09 - Zoning Map Change Application
Property Address: 505 SW Federal Highway, Stuart, Florida 34994 (the "Property")
PCN: 05-38-41-000-000-00170-7

Dear Ms. Kugler:

This office represents the interests of Polk Street Hotels, Inc., a Florida for profit corporation, (the "Owner") as it pertains to Owner's application to the City of Stuart for a zoning map change on the southeastern portion of the Property from Urban Waterfront to Urban Highway.

As the enclosed application packet, will demonstrate, the Owner's request satisfies the zoning map standards contained in Section 11.01.09 in that:

A. The existing land use pattern:

The Property is located along the intersection of Federal Highway and SW 6th Street. My client purchased the Property, which consisted of three separate lots, in April 2023. The Owner then joined these parcels in a unity of title on May 10, 2023.¹ The northern and western portions of the Property are zoned Urban Highway, while the southeastern portion of the Property retained the Urban Waterfront zoning designation.

This is inconsistent with the Property, the surrounding community, and the existing land use pattern. The majority of the Property is zoned Urban Highway, which is appropriate due to the location along Federal Highway. The Property's southeastern portion is zoned Urban Waterfront, *despite the lack of any frontage along Frazier*

¹ Recorded in Martin County Official Records Book 3374, Page 45.

Creek. Stated differently, the portion of the property zoned Urban Waterfront is not actually located along any waterfront. The Urban Waterfront portion of the Property is currently vacant.² The surrounding properties vary in zoning depending on location. All properties on the eastern side of Federal Highway located north of this portion of the Property are zoned Urban Highway until SW Joan Jefferson Way. The properties immediately south contain a mixture of Urban Highway zoning located along the Federal Highway right-of-way and Urban Neighborhood on the eastern portion of those lots. The property immediately east is zoned Urban Waterfront – which is more appropriate since this lot *actually contains waterfrontage*.

Amending the zoning map will ensure the entire Property is zoned consistently, facilitating appropriate redevelopment consistent with the existing land use pattern, rather than applying inconsistent and contradictory zoning regulations to the Property.

- B. The possible creation of an isolated district unrelated to adjacent and nearby districts:

The City’s failure to rezone the Property is more likely to create an isolated district unrelated to adjacent and nearby districts. The Unity of Title that combined the separate lots into one parcel resulted in Property that is mostly zoned Urban Highway – except for the southeastern portion that remains Urban Waterfront. This is despite the fact that this portion of the Property *does not actually have any frontage along Frazier Creek or any other waterway*. In fact, this would be the only property near Frazier Creek that is zoned Urban Waterfront *without any frontage along the Creek*. Directly north of this Property is a large parcel zoned Urban Highway.³ The property directly south of our property is a mixture of Urban Highway on the frontage with Federal Highway and Urban Neighborhood on the eastern portion of the property.⁴ While the adjacent property just east of my client’s Property is currently zoned Urban Waterfront, this is understandable given that the neighboring property contains frontage along Frazier Creek. Additionally, the rezoning of my client’s Property will not create an isolated pocket zoned Urban Waterfront because the adjacent eastern property shares the Urban Waterfront zoning designation with neighboring properties that have frontage Frazier Creek.

Rezoning this portion of the Property to Urban Highway will *remove* the isolated Urban Waterfront district from the Property, make the Property’s zoning consistent, and correct the landlocked Property’s zoning by removing the “Waterfront” designation.

² The remaining portion of the property was previously a funeral home.

³ This property is 421 SW Federal Highway, Stuart, FL 34994.

⁴ This property is 603 SW Federal Highway, Stuart, FL 34994.

- C. The population density pattern of the area and possible increase or overtaking of the load on public facilities such as schools, utilities, and streets:

The requested rezoning application will not increase the population density pattern of the area and will not increase the load of public facilities.

The majority of the Property is currently zoned Urban Highway. This application seeks to rezone the southeastern portion of the Property, still zoned Urban Waterfront despite the recent Unity of Title. Rezoning this portion of the Property will remove certain conflicting development regulations between the two zoning districts. However, it will not dramatically change permitted uses for the Property. Urban Highway's zoning district is for "highway-oriented commercial or high density residential uses",⁵ while Urban Waterfront is for "special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential."⁶ These similar uses between the two zoning districts will ensure that the rezoning application will have an immaterial impact on the City's population density and public infrastructure. In fact, the proposed use as a hotel is permitted in both zoning districts. This proposed use will not increase population density or impact local schools because there is no residential component to hotel. Additionally, since the uses between the two zoning districts are so similar, it is unlikely that the rezoning application will result in more intense demands on local utilities or streets than what currently exists with the Urban Waterfront designation. Finally, the Property's proposed redevelopment was investigated by traffic engineers Simmons & White. The Traffic Impact Statement determined that the development of a hotel on the Property would have "an insignificant impact on all major roadways."

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

As stated above, the permitted uses between the Urban Highway and Urban Waterfront zoning districts are similar. This similarity means that granting the requested rezoning application is unlikely to result in a difference between the Property's existing rights and those associated impacts to sewage collection, treatment, and disposal facilities with what could occur if the rezoning application is granted. The Property's proposed use as a hotel is permitted in both the Urban Highway and Urban Waterfront zoning districts. Since this use will stay the same, there will be no possibility of an increased burden for sewage capacity, treatment, or disposal by granting the rezoning request.

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

As previously mentioned, the permitted uses for the Property will remain very similar. The proposed use as a hotel is permitted in both the Urban Highway and Urban Waterfront districts. As such, the requested zoning change will not result in

⁵ See Chapter III, Sec. 3.01.03, Urban Code, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

⁶ See Id.

change or overloading of the City's drainage system. The Property's potential runoff will remain the same whether the zoning change is approved or denied. Additionally, the proposed civil engineering plans, prepared by EA3 Civil Engineering, Inc., utilize exfiltration, site regrading, and swales to ensure that runoff is adequately contained on the Property.

- F. The existing district boundaries in relation to existing conditions on the subject property:

The Property was previously used as a funeral home. Presently, the southeastern portion of the Property that is zoned Urban Waterfront is vacant. Changing the district boundary on this portion of the Property from Urban Waterfront to Urban Highway will have no impact on the existing conditions on the site because this area is presently vacant. Additionally, the proposed use as a hotel for the Property is permitted in both the Urban Highway and Urban Waterfront districts.

- G. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary and appropriate:

While the Property was owned by a single owner prior to my client's purchase of the Property, the site was three separate lots. My client joined these parcels under a Unity of Title, recorded in Official Records Book 3374, Page 45 of the Martin County Public Records. This Unity of Title was necessary to ensure the redevelopment potential of the Property. This change resulted in the lot containing two zoning districts – the Urban Highway district on the western and northern portions of the Property and the Urban Waterfront district on the southeastern portion of the Property. The two zoning districts, while permitting many of the same uses, have some conflicting and contradictory development standards. For example, Urban Highway requires that “parking areas shall be located behind the rear façade of a principal building”,⁷ while Urban Waterfront prohibits parking “between the rear building façade and the water.”⁸ These conflicting regulations for the two zoning districts on the Property prevent the ability to provide parking. This, along with the convenience of being governed by one set of zoning restrictions, necessitates the approval of this rezoning application.

- H. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood:

The proposed rezoning will not have a material impact on living conditions in the adjacent neighborhood. The immediately surrounding area along the Federal Highway corridor is mostly commercial in nature. The nearest residential

⁷ See Chapter III, Sec. 3.01.03(D)(3)(a), Urban highway, *Parking*, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

⁸ See Chapter III, Sec. 3.01.03(E)(3)(a), Urban waterfront, *Parking*, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

neighborhood is along SW Channel Avenue. These properties are already accustomed to nearby commercial uses. Rezoning a portion of the Property from Urban Waterfront to Urban Highway will not result in material impacts to these adjacent properties. This is because the permitted uses in the two zoning districts are similar. Additionally, the proposed use as a hotel is permitted in both zoning districts. As such, the rezoning application will not result in negative impacts for living conditions in the adjacent neighborhood. Instead, granting this application will permit the redevelopment of a currently under utilized Property into an attractive hotel.

- I. The impact of the rezoning upon the flow of light and air to adjacent areas:

The requested rezoning application will not impact the flow of light and air onto adjacent areas or properties if approved. As previously mentioned, the two zoning districts provide for similar uses. The proposed use of a hotel is permitted by either zoning district. While the Urban Highway and Urban Waterfront districts do diverge in some development standards, their building height limits are very similar. The Urban Highway district permits a principal building to be three stories, but if located along Federal Highway, the maximum building height could be four stories if all the parking is located in the rear of the building.⁹ Similarly, the Urban Waterfront district's principal building height maximum is three stories, unless 50% or more of the building is residential or a hotel, in which case a fourth story is permitted.¹⁰ Since the development standards for building height will remain very similar for the two districts and the proposed use of the property, granting the rezoning application will not materially change the flow of light and air to adjacent areas over what is permitted today.

- J. The impact of the proposed rezoning upon property values in the adjacent area:

The requested rezoning application will not negatively impact adjacent property values but will likely *increase and improve* these property values. The Property currently contains a closed funeral home. The proposed redevelopment will include a modern hotel. The redevelopment of this Property will not only increase the lot's property value, but the values for adjacent areas. The hotel will bring guests to the Downtown Stuart area that will frequent nearby shops, restaurants, and attractions. This "trickle down" will help provide additional opportunities to nearby businesses and properties and increase nearby property values.

⁹ The maximum building height of a three-story building is 35 feet and 45 feet for a four-story building. *See* Chapter III, Sec. 3.01.03(D)(2)(a), Urban highway, *Principal Building Height*, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

¹⁰ The maximum building height of a three-story building is 35 feet and 45 feet for a four-story building. *See* Chapter III, Sec. 3.01.03(E)(2)(a), Urban waterfront, *Principal Building Height*, CITY OF STUART LAND DEVELOPMENT REGULATIONS (2024).

- K. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations:

The rezoning of the Property will provide uniform zoning, permitting redevelopment in accordance with the City's regulations. This rezoning and planned redevelopment will not have a negative impact on improvement or development of adjacent properties. If anything, the redevelopment of this Property is likely to spur redevelopment and improvement of adjacent properties. Currently, the Property is an underutilized, former funeral home. The addition of a new hotel is more likely to encourage investment in the surrounding neighborhood than keeping the Property in its existing condition.

- L. The existence of other adequate sites in the city for the proposed use in districts already permitting such use:

There are not many other properties within the City that are as uniquely qualified as this Property for redevelopment as a hotel. The Property is located near Downtown, along the Federal Highway corridor. Additionally, the Property's two existing zoning districts – Urban Highway and Urban Waterfront – currently permit the development of a hotel on the Property. Furthermore, the Property's size of over 1.5 acres is appropriate for a hotel. There are not many other properties within the City that are uniquely qualified with the appropriate size, location, and zoning for redevelopment into a hotel.

Thank you for consideration of the rezoning of a portion of the Property from Urban Waterfront to Urban Highway. Granting this rezoning application will permit my client to proceed with redeveloping the Property to a use that is currently permitted by both zoning districts present on the lot. However, denial of this rezoning application would create an undue hardship by forcing my client to abide by two zoning districts with conflicting regulations. The result of such denial would be the inability to redevelop the Property, a denial of the reasonable use of the land, and a dramatic reduction in value.

For these reasons and the responses contained herein, the City must grant approval of the requested rezoning application. If you have any questions or concerns regarding the foregoing, please do not hesitate contacting the undersigned.

Sincerely yours,



Jared Gaylord, Esq.

/JEG

Encl.

SURVEYOR'S NOTES

- BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°23'14"E ALONG THE EAST RIGHT OR WAY LINE OF S.W. FEDERAL HIGHWAY.
- THE ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), REFERENCE MARTIN COUNTY BENCHMARK "89002", ELEVATION = 4.57 FEET. THE TEMPORARY BENCHMARKS AS SHOWN THIS SURVEY ARE BASED ON A CLOSED LEVEL LOOP FROM "89002" TO "89002", WITH A VERTICAL CLOSURE OF 0.00. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.
- WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
- THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
- THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
- NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.
- THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.) ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.000008157.
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONES X AND AE (EL 5), REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL 0134, SUFFIX H, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
- THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177.39, FLORIDA STATUTES. THE MEAN HIGH WATER LINE AS SHOWN HEREON BASED ON THE LOCATION OF ELEVATION (-)0.38 FEET N.A.V.D. 88. THE MEAN HIGH WATER ELEVATION WAS INTERPOLATED FROM TIDAL DATUM ELEVATIONS AT THE SITE AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- LAST DATE OF FIELD DATA ACQUISITION WAS CARRIED OUT ON JANUARY 26, 2023.
- THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PERFORMED BY CHICAGO TITLE INSURANCE COMPANY, REFERENCE ISSUING OFFICE FILE NUMBER 402101606TS, CUSTOMER FILE NUMBER GF #21-638399-NA, ORDER NUMBER 10027339, DATED NOVEMBER 12, 2021 AT 11:00 PM, REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE BII:
 - Right of Way Easement in favor of Southern Bell Telephone and Telegraph Company, recorded in Official Records Book 458, page 1317. (RESPONSE: AFFECTS THE PARCEL, SHOWN ON SURVEY.)
 - Easement in favor of Florida Power & Light Company, recorded in Official Records Book 2520, Page 2274, (as to Parcel D). (RESPONSE: AFFECTS THE PARCEL, SHOWN ON SURVEY.)

LEGAL DESCRIPTION

PARCEL A:
 South 100 feet of the North 743.41 feet of the West 220.00 feet of Government Lot 7, Section 5, Township 38 South, Range 41 East, lying West of Frazier Creek.

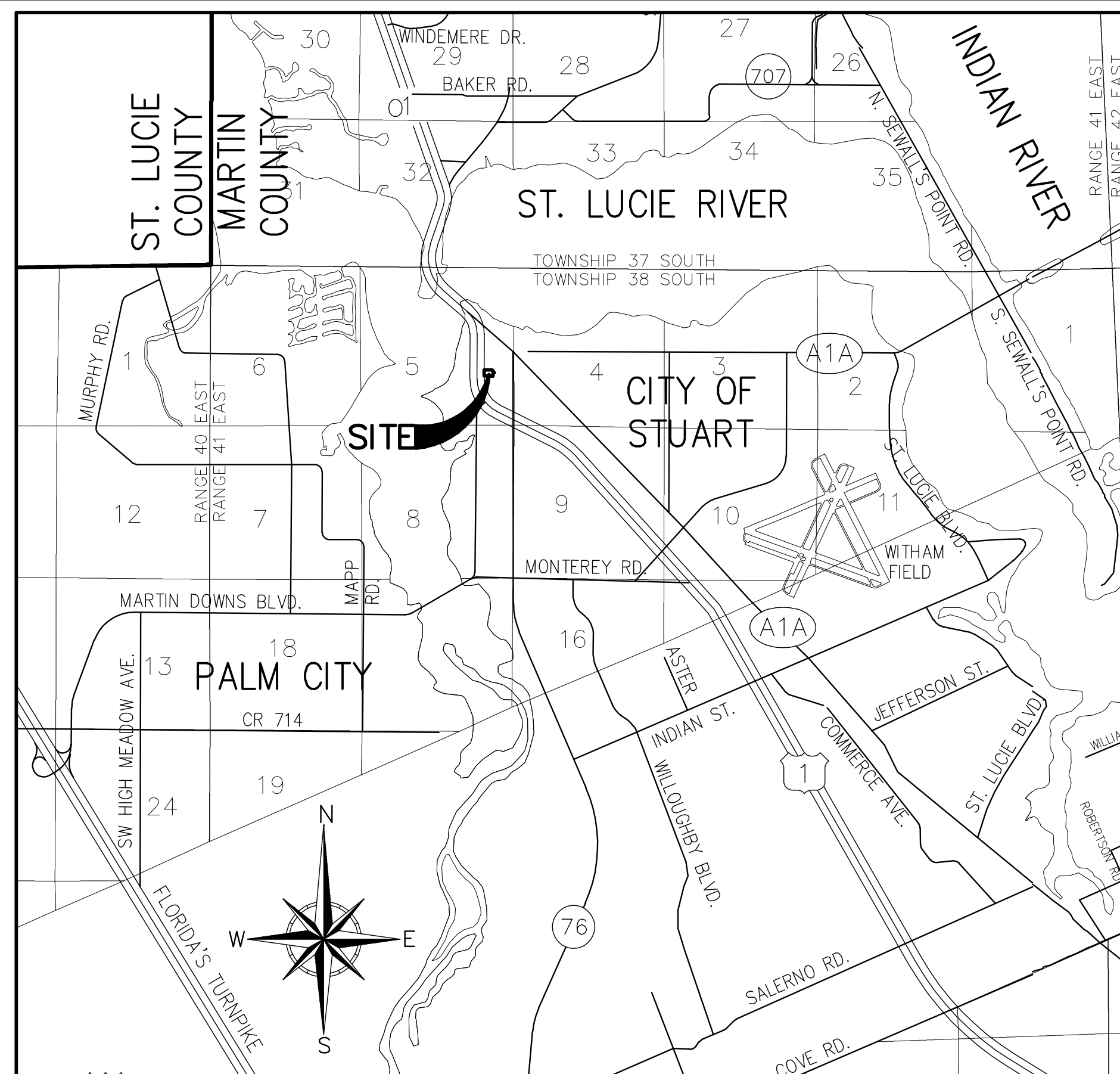
PARCEL B:
 Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 33.00 feet to the East right of way of State Road No. 5 (U.S. 1) for the point of beginning; thence run North along said East right of way a distance of 20.00 feet; thence run East a distance of 187.00 feet; thence run South a distance of 20.00 feet; thence run West a distance of 187.00 feet to the point of beginning.

PARCEL C:
 Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South 0°00'3" East, along the West line of said Lot 7, a distance of 643.41 feet; thence run North 89°54' East a distance of 220 feet to the Point of Beginning; thence run South 0°00'3" East, a distance of 100 feet; thence run North 89°54' East a distance of 167.09 feet to the Southwesterly right of way line of Frazier Creek right of way as recorded in Deed Book 16, Pages 587 and 589, Public Records of Martin County, Florida; thence run Northwesterly 132.27 feet along arc of curved right of way line, said curve having a radius of 732 feet and being concave to the Northeast and chord of said arc being 132.09 feet in length with a bearing of North 40°53'44" West, to the Point of Intersection with a line bearing North 89°54' East from the Point of Beginning; thence run South 89°54' West, along lastly described line, a distance of 80.61 feet to the Point of Beginning.

PARCEL D:
 The West 119.10 feet of the following described parcel:
 Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 220 feet to the point of beginning; thence run North 20 feet; thence run East 161 feet; more or less to the waters of Frazier Creek thence meander Southeasterly the waters of Frazier Creek a distance of 195 feet; more or less, to a line which bears East and is 102 feet South of the point of beginning; thence run West a distance of 319 feet, more or less, to a point 102 feet South of the point of beginning; thence run North 102 feet to the point of beginning.

PARCEL E:
 Start at the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7 a distance of 865.41 feet; thence run East 33.00 feet to the East right of way of State Road 5, the Point of Beginning. Thence run North along said East right of way a distance of 102.00 feet; thence run East a distance of 187.00 feet; thence run South a distance of 102.00 feet; thence run West a distance of 187.00 feet to the Point of Beginning, subject to a 10 feet street right of way easement along South Lot line, lying and being in Martin County, Florida.

CONTAINING 68,891 SQUARE FEET OR 1.58 ACRES, MORE OR LESS.



**LOCATION MAP
(NOT TO SCALE)**

SHEET INDEX

- SHEET 1 COVER
- SHEET 2 BOUNDARY AND EASEMENT DETAILS
- SHEET 3 TOPOGRAPHIC DETAILS

ABBREVIATIONS

- A/C AIR CONDITIONING
- BFP BACKFLOW PREVENTOR
- BL BETSY LINDSAY, INC.
- BLDG. BUILDING
- (C) COMPUTED PER FOUND MONUMENTATION
- CLF CHAINLINK FENCE
- CM CONCRETE MONUMENT
- CONC. CONCRETE
- (D) PER DEED
- D.B. DEED BOOK
- ELEVATION ELEVATION
- EL. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.D.O.T. FINISHED FLOOR ELEVATION
- F.F.E. FOUND
- FND. FLORIDA POWER & LIGHT COMPANY
- FPL. GOVERNMENT
- GVMT. HIGH DENSITY POLYETHYLENE PIPE
- HDPE. INVERT
- INV. IRON ROD
- IR. LICENSED BUSINESS
- LB. MAG NAIL & WASHER
- MNW. NUMBER
- NO. OFFICIAL RECORDS BOOK
- O.R.B. PLAT BOOK
- P.B. PAGE
- PG. PARKER KALON NAIL
- PK. PROFESSIONAL LAND SURVEYOR
- P.L.S. POINT OF COMMENCEMENT
- P.O.C. POINT OF BEGINNING
- P.O.B. POINT
- PT. RIGHT OF WAY
- R/W. SOUTHERN BELL TELEPHONE
- S.B.T. TEMPORARY BENCHMARK
- TBM. TRAVERSE
- TRAV. WITH
- W/.

SYMBOL LEGEND

- × 15.25 FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)
- × 15.2 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)
- RISER TELEPHONE RISER
- TV CABLE TELEVISION RISER
- G GAS RISER
- WM WATER METER
- GATE VALVE
- FIRE HYDRANT
- CLEAN OUT SANITARY CLEANOUT
- ★ CONCRETE LIGHT POLE
- ★ METAL LIGHT POLE
- ★ WOOD LIGHT POLE

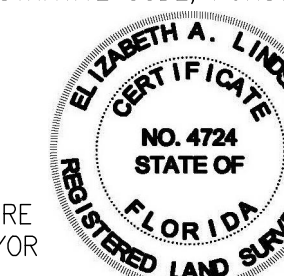
LINE TYPE LEGEND

- GAS — BURIED GAS LINE
- WL — BURIED WATER LINE
- CLS — CENTERLINE OF SWALE
- TOB — TOP OF BANK
- TOE — TOE OF SLOPE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON JANUARY 26, 2023 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY SURVEY" 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.
 SURVEYING AND MAPPING



ELIZABETH A. LINDSAY, P.L.S. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON March 29, 2023

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

DATE	REVISIONS
03/29/2023	REVISE PER CLIENT

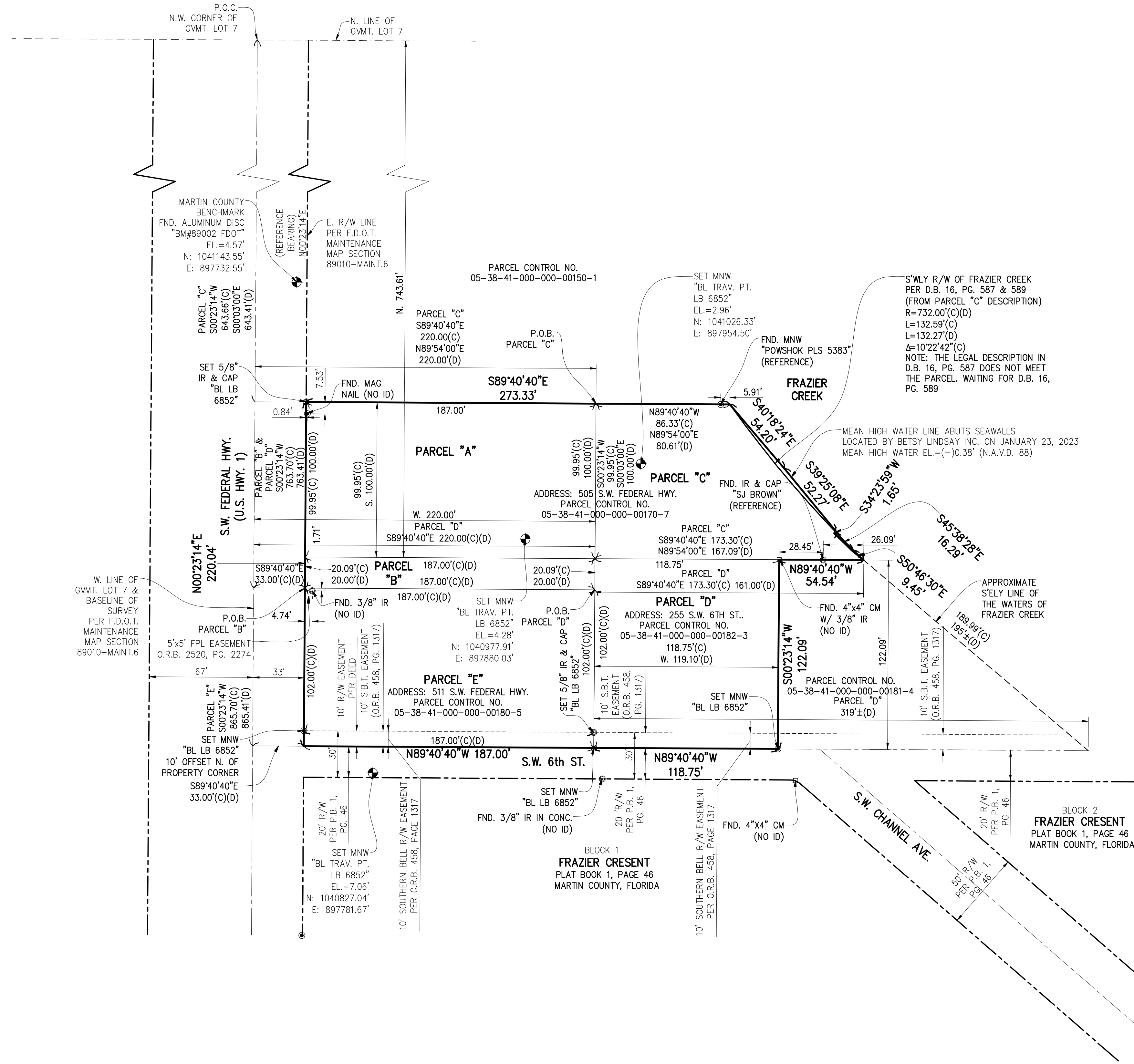
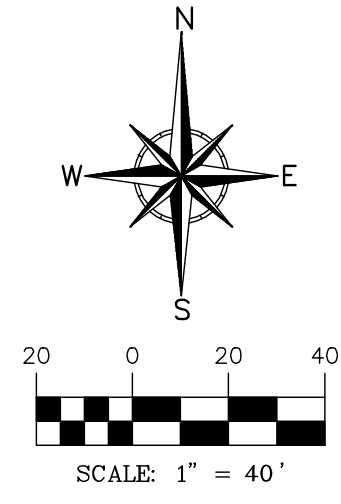
DATE 01/26/2023
 SCALE AS SHOWN
 FIELD BK. #1 MARTIN 66
 DRAWN BY D.B.
 CHECKED BY E.A.L.

A PORTION OF GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY
 SEACOAST HOTELS

SHEET NO. 1
 OF 3 SHEETS
 PROJECT NO. 23-01

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



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

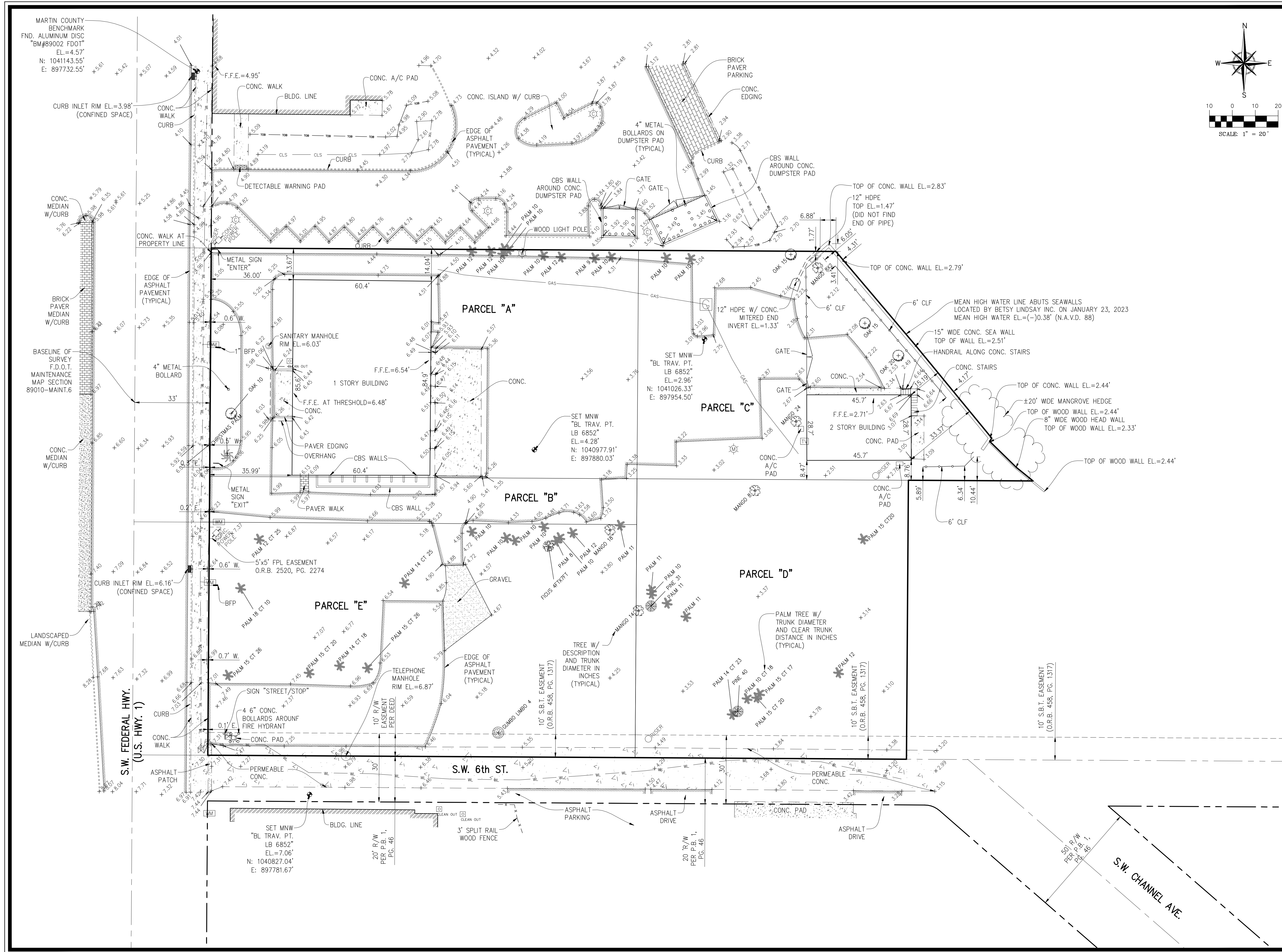
DATE	REVISIONS
03/29/2023	REVISE PER CLIENT

DATE 01/26/2023
 SCALE 1"=40'
 FIELD BK. 41, MARTIN 66
 DRAWN BY D.B.
 CHECKED BY E.A.L.

A PORTION OF GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY
 SEACOAST HOTELS

SHEET NO. 2
 OF 3 SHEETS
 PROJECT NO. 23-01



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

DATE	REVISIONS
03/29/2023	REVISE PER CLIENT

DATE 01/26/2023
 SCALE 1"=20'
 FIELD BK. #1 MARTIN 66
 DRAWN BY D.B.
 CHECKED BY E.A.L.

A PORTION OF GOVERNMENT LOT 7, SECTION 5, TOWNSHIP 38
 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

BOUNDARY SURVEY
 SEACOST HOTELS

SHEET NO. 3
 OF 3 SHEETS
 PROJECT NO. 23-01

FAIRFIELD INN & SUITES

Stuart, Florida

TRAFFIC IMPACT STATEMENT

PREPARED FOR:

Seacoast Hotels, Inc.
3235 NW Stoney Creek Avenue
Jensen Beach, Florida 34957

JOB NO. 23-013

DATE: 02/07/2023
REVISED: 01/26/2024

Bryan G. Kelley, Professional Engineer, State of Florida, License No. 74006

This item has been digitally signed and sealed by Bryan G. Kelley, P.E., on 01/26/24.

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**Bryan
Kelley** Digitally signed
by Bryan Kelley
Date:
2024.01.26
16:06:54 -05'00'

TABLE OF CONTENTS

PAGE 3

- 1.0 SITE DATA
- 2.0 TRAFFIC GENERATION
- 3.0 TRAFFIC ANALYSIS

PAGE 4

- 4.0 TURN LANES
- 5.0 CONCLUSION

1.0 SITE DATA

The subject parcel is located at 505 SW Federal Highway in the City of Stuart, Florida and contains 0.81 acres. The existing site consists of two buildings totaling 7,768 S.F. that was previously used as a funeral home. The proposed plan of development consists of demolishing the existing structures and constructing a 94-room all suites hotel with a project buildout of 2028. The purpose of this traffic statement is to address the traffic impacts of the proposed development to the surrounding roadway network. Access to the site is existing via two right in, right out only driveway connections to US-1/Federal Highway. The proposed access consists of closing the southerly driveway connection so that only the existing northerly right in, right out only driveway connection is utilized. For additional information concerning site layout, please refer to the Site Plan prepared by George White Architect.

2.0 TRAFFIC GENERATION

The traffic to be generated by the proposed use is calculated in accordance with the rates provided in the ITE Trip Generation Manual, 11th Edition as shown on Table 1, Table 2, and Table 3 attached with this report. Table 1 shows the daily traffic generation associated with the proposed use. Tables 2 and 3 show the A.M. and P.M. peak hour traffic generation, respectively. Note to be conservative, no discount was taken for the existing funeral home since it not operational. The traffic generation associated with the proposed use may be summarized as follows:

<u>Proposed Development</u>	
Daily Traffic Generation	= 414 tpd
A.M. Peak Hour Traffic Generation	= 32 pht (17 In/15 Out)
P.M. Peak Hour Traffic Generation	= 34 pht (17 In/17 Out)

3.0 TRAFFIC ANALYSIS

The Trip Distribution and Assignment attached to the report as Figure 1 depicts the estimated trip distribution on surrounding roadway network. The project significance calculations are shown in Table 4 for the study roadways. The peak hour, peak direction LOS thresholds were taken from the Martin County 2021 Roadway LOS Inventory Report. As shown in Table 4, the project will have an insignificant impact on all major roadways. Note the significance threshold is 2% per the Martin County Land Development Regulations. Therefore, only the immediately accessed roadway link was analyzed per the Martin County Land Development Regulations. The peak hour roadway link analysis for Federal Highway is provided in Table 5. The As shown in Table 5, all study roadway segments meet the required LOS standards inclusive of the proposed development.

4.0 TURN LANES

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM = 17 / 15
PM = 17 / 17

The Driveway Volumes figure presents the AM and PM peak turning movement volume assignments at the project driveway. As previously mentioned, site access is proposed via a right in, right out only driveway connection to Federal Highway. The FDOT Access Management Guidebook recommends right turn lanes when traffic volumes exceed 80 peak hour right turns for roadways with a posted speed limit of 45 mph or less. Federal Highway has a posted speed limit of 35 mph at the subject site and only 17 peak hour right turns are projected. Therefore, no turn lanes are warranted or recommended. Since the access is restricted to right in, right out only, a left turn lane analysis was not conducted.

5.0 CONCLUSION

The proposed plan of development will result in trips per day, 32 AM peak hour trips, and 34 PM peak hour trips at project build out in 2028. A review of the traffic data revealed that the surrounding roadway network will continue to function at an acceptable Level of Service and the project will have an insignificant impact.

BK/dh: x:\docs\trafficdrainage&structural\tis.23013I

FAIRFIELD INN SUITES

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by			Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total		
All Suites Hotel	311	94	4.4			414		414	0		0		414	0%	0		414	0%	0		414
		Grand Totals:				414		414	0.0%		0		414	0%	0		414	0%	0		414

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by			Net Trips				
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total			
All Suites Hotel	311	94	0.34	0.53	0.47	17	15	32	0.0%	0	0	0	17	15	32	0%	0	0	0	17	15	32
		Grand Totals:				17	15	32	0.0%		0	0	17	15	32	0%	0	0	0	17	15	32

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by			Net Trips				
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total			
All Suites Hotel	311	94	0.36	0.49	0.51	17	17	34	0.0%	0	0	0	17	17	34	0%	0	0	0	17	17	34
		Grand Totals:				17	17	34	0.0%		0	0	17	17	34	0%	0	0	0	17	17	34



All Suites Hotel (311)

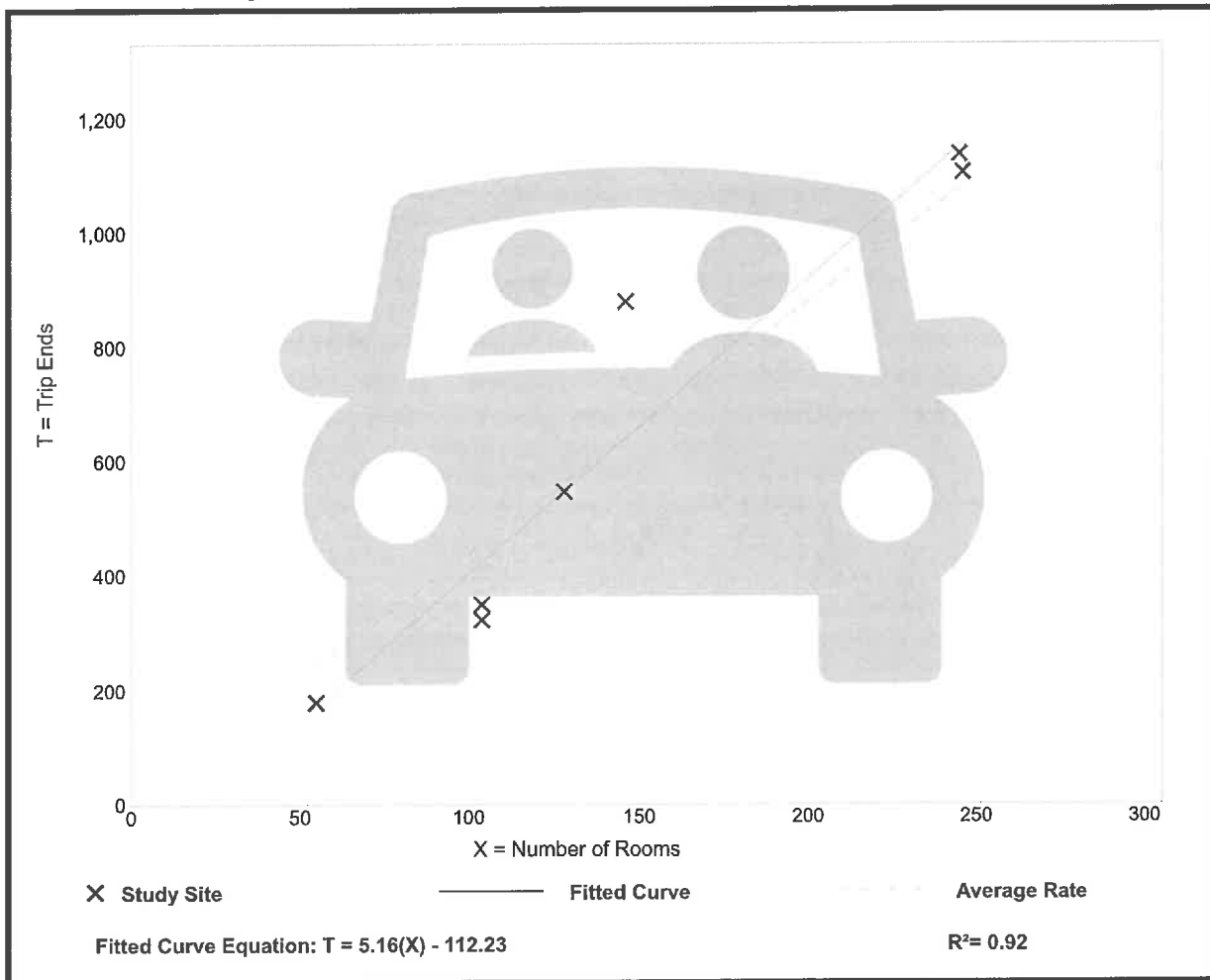
Vehicle Trip Ends vs: Rooms
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. Num. of Rooms: 147
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
4.40	3.11 - 6.02	0.93

Data Plot and Equation



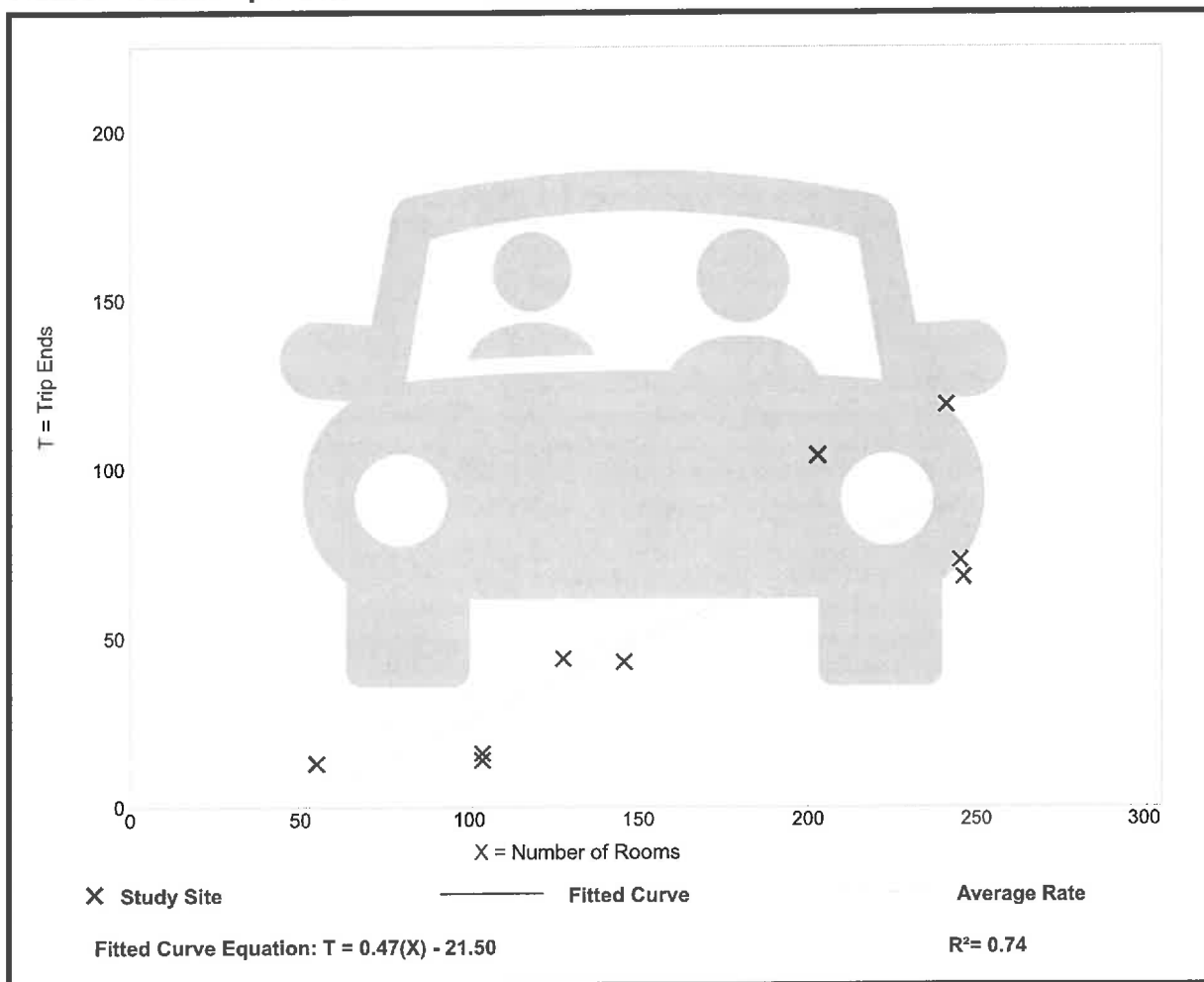
All Suites Hotel (311)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 9
 Avg. Num. of Rooms: 164
 Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.34	0.13 - 0.51	0.13

Data Plot and Equation



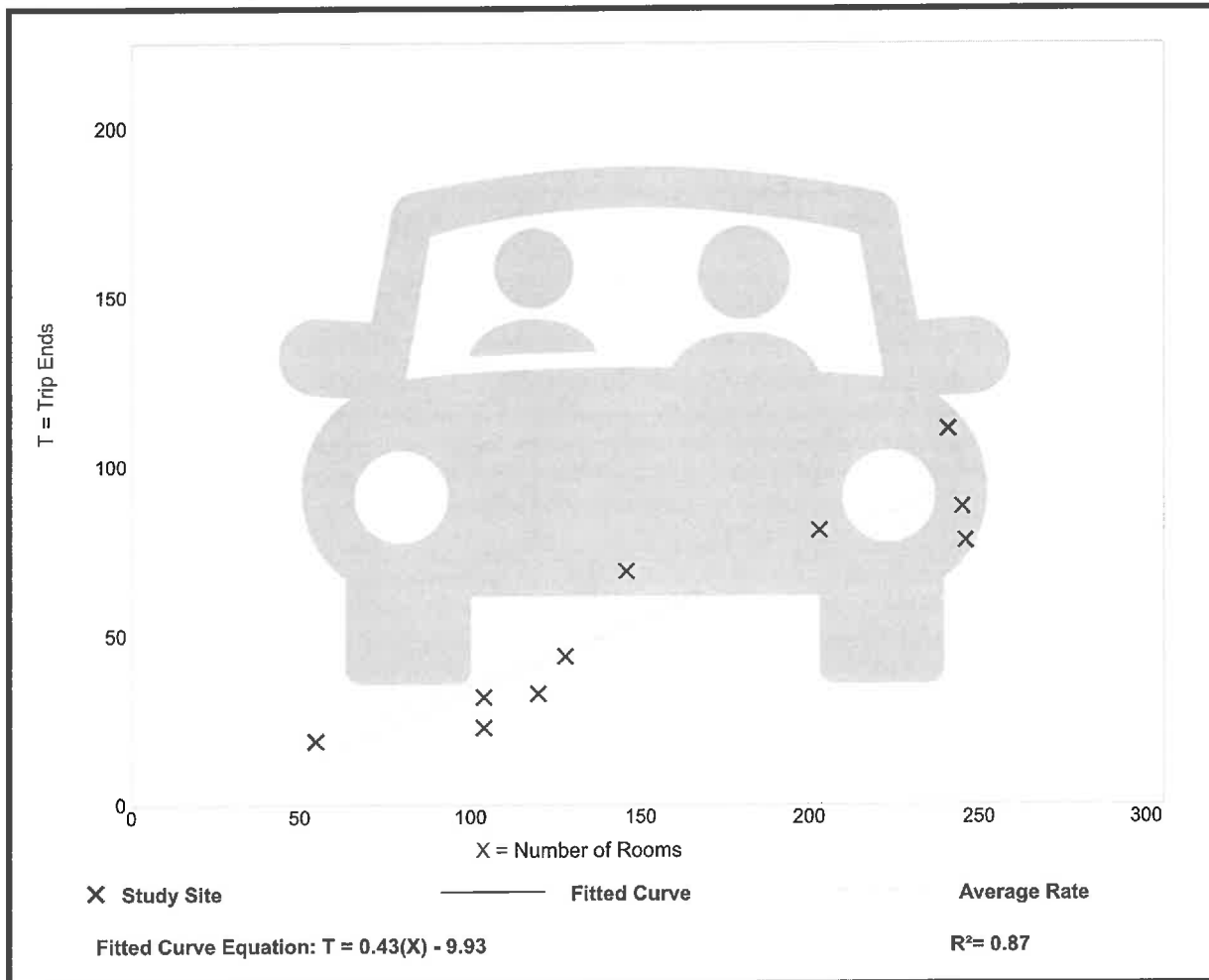
All Suites Hotel (311)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 10
 Avg. Num. of Rooms: 159
 Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.36	0.22 - 0.47	0.08

Data Plot and Equation



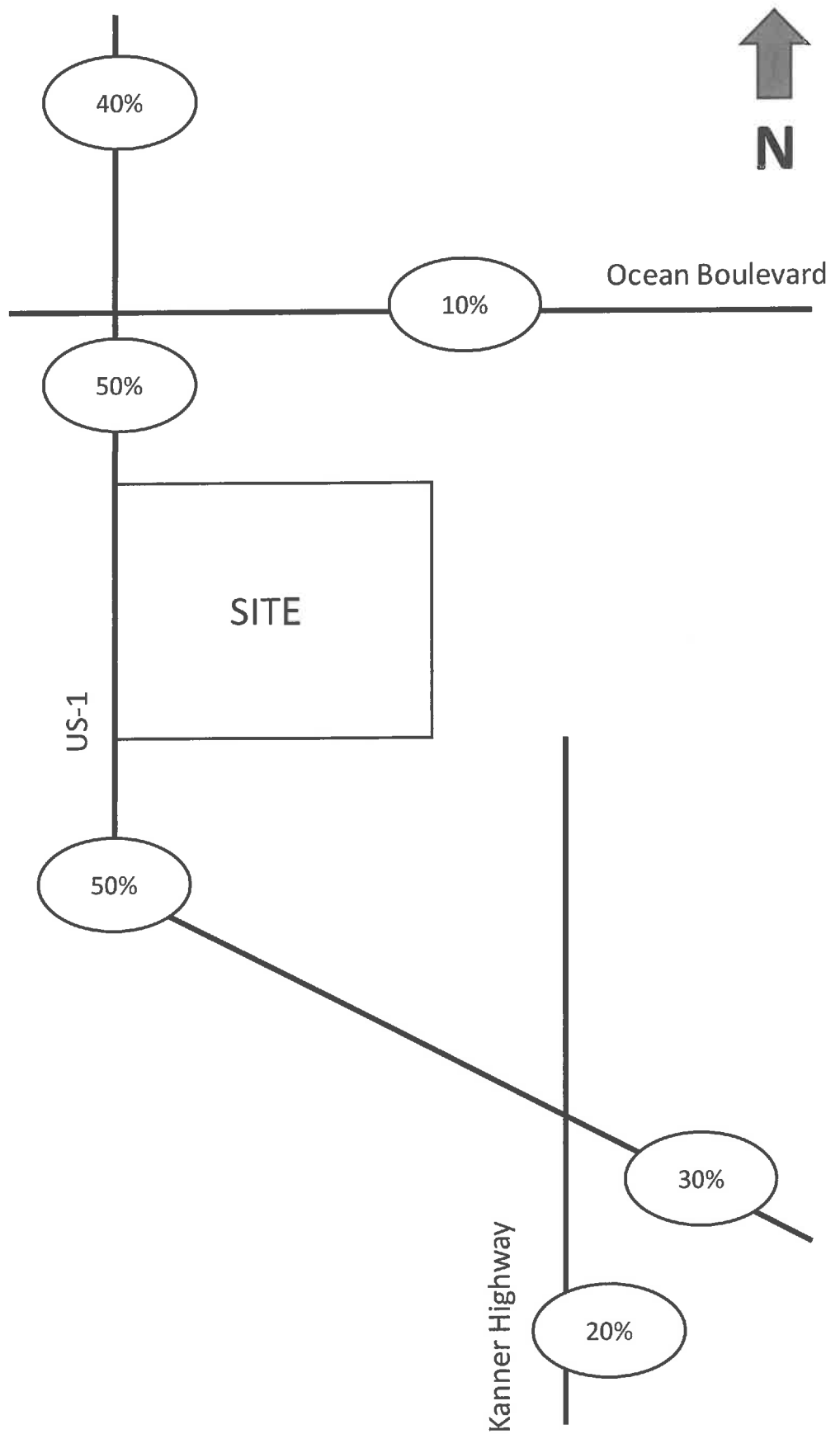
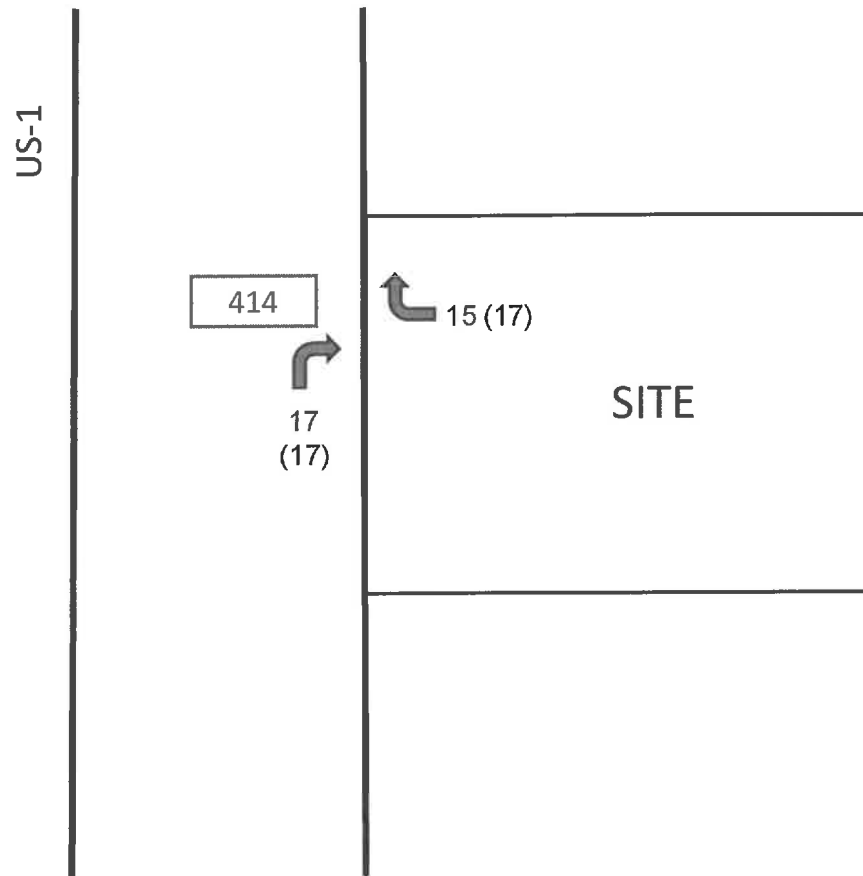


Figure 1 – Trip Distribution
 Fairfield Inn & Suites
 Project # 23-013



Legend	
XX	AM Peak Hour
(XX)	PM Peak Hour
XXX	ADT

Figure 2 – Turning Movement Worksheet
Fairfield Inn & Suites
Project # 23-013

FAIRFIELD INN SUITES

TABLE 4
ROADWAY SEGMENT - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

2028 BUILD OUT
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTE17)
TOTAL PM PEAK HOUR PROJECT TRIPS (EXIT17)

ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL		EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
				PROJECT TRIPS	TRIPS					
US-1	SR 5A (CUT OFF ROAD)	SR 76	30%	5	6D	I	3020	0.17%	NO	
US-1	SR 76	PALM CITY ROAD	50%	9	6D	II	2520	0.36%	NO	
US-1	PALM CITY ROAD	OCEAN BOULEVARD	50%	9	6D	II	2520	0.36%	NO	
US-1	OCEAN BOULEVARD	JOAN JEFFERSON WAY	40%	7	6D	II	2520	0.28%	NO	
OCEAN BOULEVARD	US-1	COLORADO AVENUE	10%	2	2	II	675	0.30%	NO	
KANNER HIGHWAY	SR 714	US-1	20%	3	6D	I	3020	0.10%	NO	

Note:
Ocean Boulevard LOS D volume threshold reduced by 10% for non-state road reduction.



FAIRFIELD INN SUITES

**TABLE 5
PM PEAK HOUR - ROADWAY SEGMENT ANALYSIS**

ROADWAY	FROM	TO	Traffic Count Year	PM PEAK HOUR TRAFFIC	PROJECT DISTRIBUTION	PM PEAK HOUR PROJECT TRIPS	LINK GROWTH RATE	SEGMENT GROWTH RATE	TOTAL		2028 PROJECT TRAFFIC WITHOUT PROJECT	2028 TOTAL ASSURED LINES	LOS D	V/C RATIO	MEETS LOS STD.
									BACKGROUND TRAFFIC USED	TRAFFIC					
US-1	PALM CITY ROAD	OCEAN BOULEVARD	2021	2244	50%	9	0.50%	80	80	2324	2333	6D	2520	0.93	YES

The LOS D volume threshold is taken directly from the 2021 Martin County Roadway LOS Inventory Report



Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
Baker Rd	SR-5	CR-723	Class II: 2-Ln Undivided	750	4,838	233	C	0.9%
Berry Ave	Golden Bear Wy	CR-714	Class II: 2-Ln Undivided	750	3,506	182	C	0.6%
Berry Ave	CR-714	Sunset Tr	Class II: 2-Ln Undivided	750	1,832	97	C	0.5%
Britt Rd	Pine Lake Dr	SR-5	Class II: 2-Ln Undivided	750	4,356	210	C	0.5%
Citrus Blvd.	CR-714 (Martin Hwy)	Port St. Lucie Blvd.	Transitional 2-Ln Uninterrupted/Undivided Flow	1160	6,214	510	A/B	6.6%
Commerce Ave	Salerno Rd	Monroe St	Class II: 2-Ln Undivided	750	7,672	643	D	5.0%
Commerce Ave	Monroe St	Indian St	Class II: 2-Ln Undivided	750	5,946	390	D	0.5%
Country Club Dr	Palm Beach County	Island Way	Class II: 2-Ln Undivided	750	2,986	135	C	1.4%
Country Club Dr	Island Way	Little Club Dr	Class II: 2-Ln Undivided	750	3,772	177	C	2.9%
County Line Rd	Little Club Dr	SR-5	Class II: 2-Ln Undivided	750	2,750	127	C	1.4%
Cove Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	13,725	883	F	0.7%
Cove Rd	Willoughby Blvd	SR-5	Class I: 2-Ln Undivided	880	15,299	694	C	0.5%
Cove Rd	CR-A1A	End	2-Ln Undivided Non-State	675	5,259	239	C	0.8%
CR-609 (Allapattah Rd)	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	730	1,970	105	A/B	2.7%
CR-609 (Allapattah Rd)	CR-714	St Lucie County	Uninterrupted Rural Hwy: 2-Ln Undivided	730	1,868	114	A/B	1.4%
CR-707 (Beach Rd)	Palm Beach County	CR-708	2-Ln Undivided Non-State	675	1,801	123	C	2.6%
CR-707 (Indian River Dr)	CR-707 (Dixie Hwy)	CR-707A (Jensen Beach Blvd.)	2-Ln Undivided Non-State	675	10,965	666	D	0.5%
CR-707 (Indian River Dr)	SR-732	St. Lucie County	2-Ln Undivided Non-State	675	5,987	272	C	5.3%
CR-707A (Jensen Beach Blvd)	CR-723	Skyline Dr	Class II: 4-Ln Divided	1630	21,151	909	D	1.9%
CR-707A (Jensen Beach Blvd)	Skyline Dr	Pineapple Way	Class II: 4-Ln Divided	1630	19,355	849	D	0.5%
CR-707A (Jensen Beach Blvd)	Pineapple Wy	CR-707	2-Ln Undivided Non-State	675	8,923	375	D	0.5%

Segments with shaded LOS require additional analysis.
The peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/NB).

Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
CR-708 (Bridge Rd)	SR-76	CR-711	Uninterrupted Rural Hwy: 2-Ln Undivided	730	1,110	90	A/B	8.0%
CR-708 (Bridge Rd)	CR-711	I-95	Uninterrupted Rural Hwy: 2-Ln Undivided	730	4,769	300	C	8.0%
CR-708 (Bridge Rd)	I-95	Powerline Ave	Transitional 2-Ln Uninter /Undivided Flow	1160	9,391	562	C	3.4%
CR-708 (Bridge Rd)	Powerline Ave	SR-5	Class I: 2-Ln Undivided	880	10,771	627	C	2.9%
CR-708 (Bridge Rd)	Gomez Ave	CR-707	Class II: 2-Ln Undivided	750	4,633	272	C	0.6%
CR-711 (Pratt Whitney Rd)	Palm Beach County	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	730	3,820	336	C	2.7%
CR-711 (Pratt Whitney Rd)	CR-708	South Fork High School	Class I: Transitional 2-Ln Undivided	800	4,564	315	C	0.6%
CR-711 (Pratt Whitney Rd)	South Fork High School	SR-76	Class I: Transitional 2-Ln Undivided	800	5,922	283	C	3.4%
CR-713 (High Meadow Ave)	I-95	CR-714	2-Ln Uninter /Undivided Flow	1200	13,858	896	D	1.6%
CR-713 (High Meadow Ave)	CR-714	SR-714	Class I: 2-Ln Undivided	880	10,703	528	C	1.9%
CR-713 (High Meadow Ave)	SR-714	Murphy Rd	2-Ln Uninter /Undivided Flow	1200	11,617	734	C	1.4%
CR-714 (Martin Hwy)	SR-710	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	730	3,585	160	A/B	3.5%
CR-714 (Martin Hwy)	Fox Brown Rd	CR-609	Uninterrupted Rural Hwy: 2-Ln Undivided	730	3,990	201	A/B	6.1%
CR-714 (Martin Hwy)	CR-609	I-95	Uninterrupted Rural Hwy: 2-Ln Undivided	730	6,145	282	C	4.3%
CR-714 (Martin Hwy)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	21,701	1,439	C	0.5%
CR-714 (Martin Hwy)	CR-713	Mapp Rd	Class I: 4-Ln Divided	2000	22,972	1,172	C	2.8%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	24,349	1,430	C	1.6%
CR-723 (Savanna Rd)	CR-707	NE 24th St	Class I: 2-Ln Undivided	880	8,458	383	C	0.5%
CR-723 (Savanna Rd)	NE 24th St	CR-707A (Jensen Beach Blvd.)	Class I: 2-Ln Undivided	880	9,388	446	C	0.5%
CR-726 (Citrus Blvd)	SR-710	Greenridge Ln	Uninterrupted Rural Hwy: 2-Ln Undivided	730	3,039	152	A/B	3.5%
CR-726 (Citrus Blvd)	Greenridge Ln	CR-76A	Uninterrupted Rural Hwy: 2-Ln Undivided	730	2,816	141	A/B	4.4%

Segments with shaded LOS require additional analysis.
The peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/NB).

Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
CR-76A (Citrus Blvd.)	CR-726	SR-714	Transitional 2-Ln Uninter /Undivided Flow	1160	4,629	219	A/B	4.7%
CR-76A (SW 96th St)	CR-726	Pennsylvania Ave	Transitional 2-Ln Uninter /Undivided Flow	1160	4,323	203	A/B	3.4%
CR-76A (SW 96th St)	Pennsylvania Ave	SR-76	Class I: Transitional 2-Ln Undivided	800	8,572	420	C	1.4%
CR-A1A (Dixie Hwy)	SR-5	CR-708	Class II: 2-Ln Undivided	750	3,747	183	C	2.9%
CR-A1A (Dixie Hwy)	CR-708	Osprey St	Class I: 2-Ln Undivided	880	7,350	465	C	1.8%
CR-A1A (Dixie Hwy)	Osprey St	Heritage Blvd	2-Ln Uninter /Undivided Flow	1200	6,620	369	A/B	0.7%
CR-A1A (Dixie Hwy)	Heritage Blvd	Cove Rd	2-Ln Uninter /Undivided Flow	1200	7,140	345	A/B	0.9%
CR-A1A (Dixie Hwy)	St Lucie Blvd	Jefferson St	Class II: 2-Ln Undivided	750	13,729	686	D	0.5%
CR-A1A (Dixie Hwy)	Indian St	SR-714	Class I: 4-Ln Divided	2000	14,613	737	C	1.5%
CR-A1A (Dixie Hwy)	SR-714	SE Fifth St	2-Ln Undivided Non-State	675	6,657	338	D	0.5%
Farm Rd	Dr Martin Luther King Jr Dr	Palm Wy	Class II: 2-Ln Undivided	750	3,099	160	C	4.8%
Fox Brown Rd	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	730	495	27	A/B	4.1%
Goldenrod Rd	Britt Rd	SR-732	Class II: 4-Ln Divided	1630	4,905	259	A/B	0.5%
Goldenrod Rd	SR-732	SR-5	Class II: 2-Ln Undivided	750	6,788	352	C	1.4%
Goldenrod Rd	SR-5	Westmoreland Blvd	Class II: 2-Ln Undivided	750	4,337	280	C	0.5%
Gomez Ave	CR-708	Crossrip St	Class II: 2-Ln Undivided	750	3,563	181	C	0.7%
Gomez Ave	Crossrip St	Osprey St	Class II: 2-Ln Undivided	750	1,142	65	C	0.5%
Green River Parkway	Dixie Hwy	Baker Rd	Class II: 2-Ln Undivided	750	7,952	574	D	3.5%
Green River Parkway	Baker Rd	SR-732	Class I: 2-Ln Undivided	880	8,553	602	C	2.2%
Green River Parkway	SR-732	St. Lucie County	2-Ln Uninter /Undivided Flow	1200	9,012	461	A/B	0.9%
Horseshoe Point Rd	CR-A1A	Kubin Ave	2-Ln Undivided Non-State	675	5,578	268	C	0.5%

Segments with shaded LOS require additional analysis.
The peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/NB).

Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
Indian St	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	30,495	1,644	C	2.7%
Indian St	Willoughby Blvd	SR-5	Class I: 4-Ln Divided	2000	28,241	1,400	C	1.3%
Indian St	SR-5	Commerce Ave	Class I: 4-Ln Divided	2000	24,880	1,258	C	0.5%
Indian St	Commerce Ave	CR-A1A	Class I: 4-Ln Divided	2000	23,644	1,070	C	0.5%
Indian River Dr	Palmer St	CR-707	Class II: 2-Ln Undivided	750	7,526	414	D	0.7%
Island Way	Palm Beach County	Jupiter Road	Transitional 2-Ln Uninter /Undivided Flow	1160	4,756	267	A/B	3.1%
Island Way	Jupiter Road	Country Club Dr	Class II: 2-Ln Undivided	750	5,389	252	C	8.0%
Jack James Rd	SR-76	Blue Water Wy	Class II: 2-Ln Undivided	750	4,095	245	C	3.7%
Lares St	CR-708	CR-A1A	2-Ln Undivided Non-State	675	2,598	147	C	0.5%
Little Club Wy	Country Club Dr	Wooden Bridge Wy	2-Ln Undivided Non-State	675	2,397	109	C	0.5%
Locks Rd	Canal St	SR-76	2-Ln Undivided Non-State	675	3,706	155	C	1.0%
MacArthur Blvd	Sailfish Point	SR-A1A	2-Ln Undivided Non-State	675	5,635	313	C	5.3%
Mapp Rd	South End	CR-714	Class II: 2-Ln Undivided	750	5,051	231	C	0.5%
Mapp Rd	SR-714	Matheson Ave	Class II: 2-Ln Undivided	750	4,531	231	C	0.5%
Mapp Rd	Matheson Ave	North End	Class II: 2-Ln Undivided	750	7,412	344	C	0.5%
Market Pl	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	5,192	266	C	3.8%
Matheson Ave	SR-714	Mapp Rd	Class II: 2-Ln Undivided	750	6,177	337	C	0.6%
Monroe St	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	2,338	128	C	6.8%
Murphy Rd	Mapp Rd	High Meadow Ave	Class II: 2-Ln Undivided	750	5,103	304	C	2.3%
Murphy Rd	High Meadow Ave	St Lucie County	Class II: 2-Ln Undivided	750	8,442	797	E	1.7%
Ocean Blvd	Flagler Ave	Palm Beach Rd	Class II: 2-Ln Divided	790	9,014	514	D	0.5%

Segments with shaded LOS require additional analysis. The peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/NB).

Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	14,331	663	D	0.6%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	4,794	207	C	1.2%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	2,042	111	C	0.5%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	7,493	361	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	6,893	408	D	1.9%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,254	244	C	1.7%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	11,208	509	D	0.5%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	9,042	436	D	0.5%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,766	415	D	1.0%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	7,618	397	C	0.8%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,749	509	D	0.5%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,758	376	D	0.5%
Seabranh Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,011	313	C	0.5%
Sewalls Pt Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,874	469	D	3.7%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	1,780	82	C	0.5%
SR-5 (US-1)	Palm Beach County	CR-A1A	Transitional 4-Ln Unimter /Divided Flow	3120	21,041	974	A/B	1.1%
SR-5 (US-1)	CR-A1A	CR-708	Class I: 4-Ln Divided	2000	18,214	1,190	C	1.4%
SR-5 (US-1)	CR-708	Osprey St	Class I: 4-Ln Divided	2000	24,897	1,405	C	1.0%
SR-5 (US-1)	Osprey St	Seabranh Blvd	Class I: 4-Ln Divided	2000	23,633	1,330	C	0.5%
SR-5 (US-1)	Seabranh Blvd	Cove Rd	Class I: 6-Ln Divided	3020	29,876	1,397	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	31,597	1,450	C	0.5%

Segments with shaded LOS require additional analysis. The peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/NB).

Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	Salerno Rd	Monroe St	Class I: 6-Ln Divided	3020	39,541	1,772	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	Class I: 6-Ln Divided	3020	41,523	1,758	C	0.5%
SR-5 (US-1)	Indian St	SR-714	Class I: 6-Ln Divided	3020	44,715	2,228	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	Class I: 6-Ln Divided	3020	36,179	1,811	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	Class I: 6-Ln Divided	3020	35,674	1,492	C	0.5%
SR-5 (US-1)	SR-76	Palm City Rd	Class II: 6-Ln Divided	2520	46,838	1,936	D	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	Class II: 6-Ln Divided	2520	54,328	2,244	D	0.5%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	Class I: 6-Ln Divided	3020	58,367	2,942	D	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	Class I: 6-Ln Divided	3020	49,301	2,071	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	Class I: 6-Ln Divided	3020	46,774	2,182	C	0.5%
SR-5 (US-1)	Britt Rd	SR-732	Class I: 7-Ln Divided	3530	54,949	2,708	C	0.5%
SR-5 (US-1)	SR-732	Westmoreland Blvd	Class I: 8-Ln Divided	4040	64,467	2,992	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	Class I: 8-Ln Divided	4040	62,434	2,565	C	0.5%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	670	7,023	341	C	3.2%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	2-Ln Uninter /Undivided Flow	890	8,333	344	A/B	3.2%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	Class I: 2-Ln Undivided	870	13,345	764	C	3.4%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	Class II: 4-Ln Divided	1710	13,345	764	D	3.4%
SR-710 (Warfield Blvd)	CR-726	SR-76 (Kanner)	Transitional 4-Ln Uninter /Divided Flow	2470	11,931	581	A/B	3.4%
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	Transitional 4-Ln Uninter /Divided Flow	2470	8,867	434	A/B	4.4%
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	Transitional 2-Ln Uninter /Undivided Flow	1160	14,739	732	C	4.3%
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	Class I: 4-Ln Divided	2000	22,526	1,209	C	4.3%

Segments with shaded LOS require additional analysis.
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Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	21,933	1,200	C	1.0%
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	Class I: 4-Ln Divided	2000	24,856	1,262	C	0.5%
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	Class I: 4-Ln Divided	2000	31,964	1,694	C	0.5%
SR-714 (Palm City Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	34,006	1,809	C	0.5%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	22,348	1,353	C	0.5%
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	Class I: 4-Ln Divided	2000	24,222	1,184	C	0.5%
SR-714 (Monterey Rd)	Monterey Extension	SR-5	Class I: 4-Ln Divided	2000	18,597	931	C	1.1%
SR-714 (Monterey Rd)	SR-5	CR-A1A	Class II: 4-Ln Divided	1630	21,659	1,076	D	0.5%
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	Class I: 4-Ln Divided	1910	18,954	870	C	4.4%
SR-732 (Causeway Blvd)	CR-707	SR-A1A	2-Ln Uninter/Undivided Flow	1200	13,844	734	C	0.6%
SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	Class I: 4-Ln Divided	2000	25,451	1,259	C	0.5%
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	Class I: 4-Ln Divided	2000	27,587	1,069	C	1.4%
SR-76 (Kanner Hwy)	SR-15	SR-710	Uninterrupted Rural Hwy: 2-Ln Undivided	730	2,244	109	A/B	2.2%
SR-76 (Kanner Hwy)	SR-710	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	730	3,692	190	A/B	1.2%
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	Transitional 2-Ln Uninter/Undivided Flow	1160	3,093	169	A/B	0.5%
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	Class I: 4-Ln Divided	2000	13,064	810	C	0.9%
SR-76 (Kanner Hwy)	Locks Rd	Jack James	Class I: 4-Ln Divided	2000	18,816	900	C	0.5%
SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	47,218	2,361	C	1.5%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	35,531	1,581	C	1.8%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	32,389	1,454	C	2.8%
SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	23,296	1,102	C	1.1%

Segments with shaded LOS require additional analysis.
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Martin County 2021 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2021 Average Annual Daily Traffic	2021 Peak Hour Directional Volume	2021 Generalized LOS	Avg. Annual Growth Rate
SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	24,660	986	C	0.5%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	20,251	1,104	D	1.7%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	22,826	1,165	C	0.5%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	13,192	599	C	1.4%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter/Undivided Flow	1200	8,198	398	A/B	1.0%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter/Undivided Flow	1200	15,360	845	C	0.5%
St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non-State	675	3,610	187	C	1.2%
St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non-State	675	6,476	353	D	1.7%
Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	11,223	531	D	0.5%
Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	3,862	206	C	4.0%
Willoughby Blvd	Salerno Rd	Pomeroy St	Class I: 2-Ln Undivided	880	8,072	432	C	2.7%
Willoughby Blvd	Pomeroy St	Indian St	Class I: 4-Ln Divided	2000	9,833	462	C	7.7%
Willoughby Blvd	Indian St	SR-714	Class I: 4-Ln Divided	2000	10,075	497	C	0.8%
Wright Blvd	SR-5	Dixie Highway	Class II: 2-Ln Undivided	750	10,236	464	D	2.7%

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Segments with shaded LOS require additional analysis. The peaks are: Cove Rd (AM/EB) and Murphy Rd (PM/MB).

Basic Info

PIN 05-38-41-000-000-00170-7	AIN 22111	Situs Address 505 SW FEDERAL HWY STUART FL	Website Updated 2/7/23
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General Information

Property Owners PETERSON PROPERTY INVESTMENTS LLC	Parcel ID 05-38-41-000-000-00170-7	Use Code/Property Class 7600 - 7600 Mort./cemeteries/cremat
Mailing Address 8047 HOBBS WAY PALM BEACH GARDENS FL 33418	Account Number 22111	Neighborhood 30300 Fed Hwy S of Roosevelt Bridge
Tax District STUART	Property Address 505 SW FEDERAL HWY STUART FL	Legal Acres 0.8105
	Legal Description S 100' OF N 743.41' & S 20' OF N 763.41'...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 353,050	\$ 594,240	\$ 947,290	\$ 252,892	\$ 694,398	\$ 0	\$ 694,398

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 3/3/22	Grantor (Seller) PIERCE HOLDINGS (FLORIDA), INC	Doc Num 2947760
Sale Price \$ 1,700,000	Deed Type Special Purpose Deed	Book & Page <u>3299 38</u>

Legal Description

S 100' OF N 743.41' & S 20' OF N 763.41' OF W 220' OF GOV LOT 7 W OF CREEK (LESS R/W)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

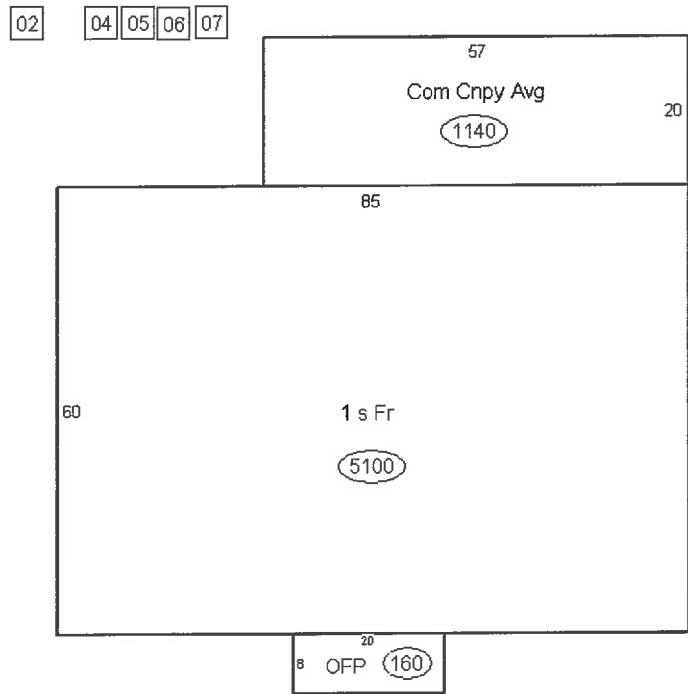
Improvements

PIN 05-38-41-000-000-00170-7	AIN 22111	Situs Address 505 SW FEDERAL HWY STUART FL	Website Updated 2/7/23
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Use Code/Property Class 7600 - 7600 Mort./cemeteries/cremat	Total Finished Area 7,768 SF	Max Stories 2
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Building Information (1 of 2)

Building Type Mortuary	Finished Area 5,100 SF	Exterior Cover Brick with Block Back-up	Roof Cover N/A
Year Built 1968	Wall Class C - Fire Resistant	Number of Units 1	Wall Height 9
Bedrooms N/A	Full Baths 2	Half Baths 0	



Sketched Area Legend

Sub Area	Description	Area	Finished Area
COMCNPYA	Commercial Canopy - Average	1,140	0
OFP	Open Frame Porch	160	0
MORTUARY	Mortuary (342)(GCM)	5,100	5,100

Building Information (2 of 2)

Building Type

Mortuary

Year Built

1975

Bedrooms

N/A

Finished Area

2,668 SF

Wall

Class C - Fire Resistant

Full Baths

0

Exterior Cover

Block with Stucco

Number of Units

0

Half Baths

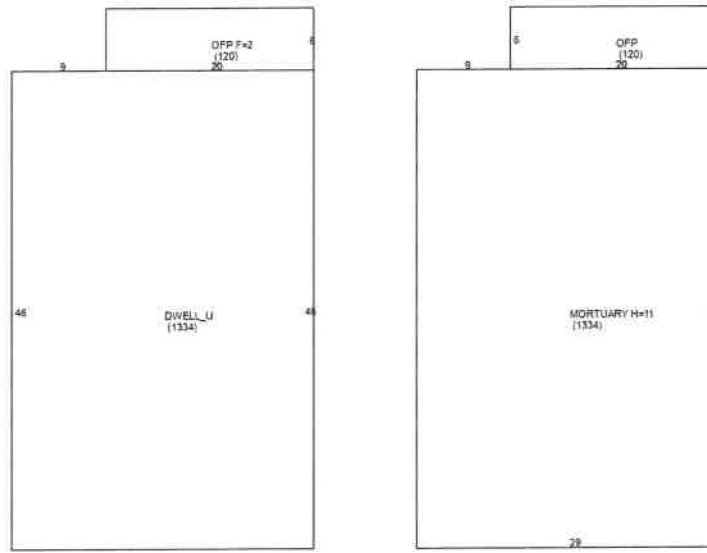
0

Roof Cover

Com Built-up

Wall Height

11



Sketched Area Legend

Sub Area	Description	Area	Finished Area
MORTUARY	Mortuary (342)(GCM)	1,334	1,334
OFP	Open Frame Porch	120	0
DWELL_U	Dwelling Upper	1,334	1,334
OFP	Open Frame Porch	120	0

Features/Yard Items

Type	Qty	Size	Unit of Measure	Year Blt
BULKHD2 Treated Wood	1	126	Linear Feet	1996
Fencing - Chain Link	1	600	Linear Feet	2017
Incadescent Lights	1	4	Per Each	1968
PAVING Asphalt	1	10500	Square Feet	1968
WALL BLOCK MASONRY	1	360	Square Feet	1968

Sales History

PIN 05-38-41-000-000-00170-7	AIN 22111	Situs Address 505 SW FEDERAL HWY STUART FL	Website Updated 2/7/23
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Sale Date	Sale Price	Grantor (Seller)	Deed Type	Doc Num	Book & Page
3/3/22	\$ 1,700,000	PIERCE HOLDINGS (FLORIDA), INC	Special Purpose Deed	2947760	<u>3299 38</u>
1/25/89	\$ 3,200,000	SELLER - see file for name	Special Warranty Deed		<u>0797 0440</u>
1/1/01	\$ 0	SELLER - see file for name			

This section is not intended to be a chain of title. Sales do not generally appear until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Value History

PIN 05-38-41-000-000-00170-7	AIN 22111	Situs Address 505 SW FEDERAL HWY STUART FL	Website Updated 2/7/23
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Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	County Exemptions	County Taxable Value
2022	\$ 353,050	\$ 594,240	\$ 947,290	\$ 252,892	\$ 694,398	\$ 0	\$ 694,398
2021	\$ 282,440	\$ 501,420	\$ 783,860	\$ 152,589	\$ 631,271	\$ 0	\$ 631,271
2020	\$ 282,440	\$ 501,420	\$ 783,860	\$ 209,977	\$ 573,883	\$ 0	\$ 573,883
2019	\$ 282,440	\$ 500,710	\$ 783,150	\$ 261,437	\$ 521,713	\$ 0	\$ 521,713
2018	\$ 282,440	\$ 457,440	\$ 739,880	\$ 265,596	\$ 474,284	\$ 0	\$ 474,284
2017	\$ 282,440	\$ 458,450	\$ 740,890	\$ 310,433	\$ 430,457	\$ 0	\$ 430,457
2016	\$ 282,440	\$ 130,940	\$ 413,380	\$ 0	\$ 413,380	\$ 0	\$ 413,380
2015	\$ 282,440	\$ 126,850	\$ 409,290	\$ 0	\$ 409,290	\$ 0	\$ 409,290
2014	\$ 282,440	\$ 127,010	\$ 409,450	\$ 0	\$ 409,450	\$ 0	\$ 409,450
2013	\$ 282,440	\$ 140,450	\$ 422,890	\$ 0	\$ 422,890	\$ 0	\$ 422,890
2012	\$ 282,440	\$ 142,620	\$ 425,060	\$ 0	\$ 425,060	\$ 0	\$ 425,060

WARNING: Significant tax increases often occur when sold. The Taxable Value and Taxes, noted above, may reflect exemptions, classifications and value limitations that will be removed at the time of sale. Homestead exemptions, agricultural classifications, and assessed value limitations are NOT transferable to the new owner. Following a sale, a property's assessed value is reset to the market value & the new owner must reapply for homestead exemption & agricultural classification.

FAIRFIELD INN & SUITES HOTEL

BY POLK STREET HOTELS, INC.
CITY OF STUART,
MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION:
PARCEL A:
South, 100 feet of the North 743.41 feet of the West 220.00 feet of Government Lot 7, Section 5, Township 38 South, Range 41 East, lying West of Frazier Creek.

PARCEL B:
Start of the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 33.00 feet to the East right of way of State Road No. 5 (U.S. 1), for the point of beginning; thence run South along the East line of said road a distance of 91.21 feet; thence run East a distance of 187.00 feet; thence run South a distance of 20.00 feet; thence run West a distance of 187.00 feet to the point of beginning.

PARCEL C:
Start of the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South 00°03' East, along the West line of said Lot 7, a distance of 643.41 feet; thence run North 89°54' East a distance of 220 feet to the Point of Beginning; thence run South 00°03' East, a distance of 100 feet; thence run North 89°54' East a distance of 167.09 feet to the Southwestly right of way line of Frazier Creek right of way as recorded in Deed Book 387 and 385, Public Records of Martin County, Florida; thence run North 73°02' West 132.27 feet to the Point of Beginning; or, the Point of Beginning is the intersection of a bearing concave to the Northeast and chord of said arc, being 132.09 feet in length with a bearing of North 40°53'44" West, to the Point of Intersection with a line bearing North 89°54' East from the Point of Beginning; thence run South 89°54' West, along lastly described line, a distance of 80.51 feet to the Point of Beginning.

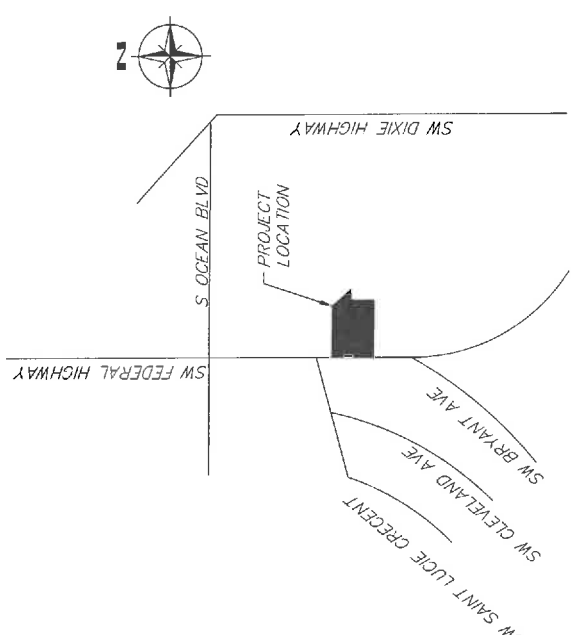
PARCEL D:
The West 119.10 feet of the following described parcel:
Start of the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7, a distance of 763.41 feet; thence run East 220 feet to the point of beginning; thence run North 20 feet; thence run East 161 feet; more or less to the waters of Frazier Creek thence meander Southwesterly the waters of Frazier Creek a distance of 195 feet; more or less, to a line which bears East and is 102 feet South of the point of beginning; thence run West a distance of 319 feet, more or less, to a point 102 feet South of the point of beginning; thence run North 102 feet to the point of beginning.

PARCEL E:
Start of the Northwest corner of Government Lot 7, Section 5, Township 38 South, Range 41 East, thence run South along the West line of said Government Lot 7 a distance of 865.41 feet; thence run East 33.00 feet to the East right of way of State Road 5, the Point of Beginning; thence run North along said East right of way a distance of 102.00 feet; thence run East a distance of 187.00 feet; thence run South a distance of 102.00 feet; thence run West a distance of 187.00 feet to the Point of Beginning, subject to a 10 foot street right of way easement along South Lot line, lying and being in Martin County, Florida.

CONTAINING 66,891 SQUARE FEET OR 1.58 ACRES, MORE OR LESS.

INDEX OF SHEETS:

SHEET NO.	DESCRIPTION
C-000	COVER SHEET
C-100	GENERAL NOTES
C-200	PAVING, GRADING, & DRAINAGE PLAN
C-300	UTILITIES PLAN
C-400	UTILITY DETAILS
C-500	UTILITY DETAILS
C-600	PAVEMENT MARKING & SIGNAGE PLAN
C-700	STORMWATER POLLUTION PREVENTION PLAN
C-800	BEST MANAGEMENT PRACTICES NOTES



LOCATION MAP
SECTION 5, TOWNSHIP 38 S, RANGE 41E
SCALE: NTS

PLANS PREPARED BY:



EA3 CIVIL ENGINEERING
EA3 CIVIL ENGINEERING, INC.
9050 PINES BLVD., STE. 415-415
PEMBROKE PINES, FL 33024

CERTIFICATE OF AUTHORIZATION NO.: 32522

PLANS ENGINEER OF RECORD:

ERIC ARENCIBIA, P.E.

P.E. NO.: 82291



Digitally signed by Eric Arencibia
DN: cn=Eric Arencibia e=US
c=US
Reason: This item has been
digitally signed & sealed by Eric
Arencibia PE on the date
Location: Printed copies of this
document are not considered
valid unless the original paper
signature is made and the
document is verified on any
electronic copies.
Date: 2024-06-07 17:31:04-00



0-SHEET
DATE: 06/07/2024
REVISION:

NOTE: ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM, MAYD 1988.

GENERAL NOTES AND SPECIFICATIONS:

- APPLICABLE CODES
- ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT CITY OF CAPE CORAL BUILDING DEPARTMENT AND PUBLIC WORKS DEPARTMENT, CITY OF CAPE CORAL TRANSPORTATION DEPARTMENT, CITY OF STUART PUBLIC WORKS DEPARTMENT, MARTIN COUNTY, FLORIDA, AND ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL CONSTRUCTION AND OFFICIAL EXCAVATION PERMITS AND DOING IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL, OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE TOPOGRAPHIC SURVEY BY: GEOMETRIC SURVEYING INC.
- ELEVATIONS SHOWN HEREON RELATE TO THE NATIONAL GEODETIC VERTICAL DATUM, NAD 83.
- PROPOSED ELEVATIONS SHOWN ARE FINISHED GRADES.
- EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS OF UTILITY OWNERS, AS REQUIRED.
- EXISTING STRUCTURES, TREES, UTILITIES, AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE DRAWINGS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING SUCH DAMAGE TO THE CONDITION OF THE ITEMS PRIOR TO THE COMMENCEMENT OF WORK. THIS WORK SHALL BE AT AN ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PRESERVE ALL STREET GRASS, PARKING LINES, BENCHES, TRAFFIC CONTROL SIGNS, TRAFFIC BARBS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL OR REPLACE SAID PUBLIC PROPERTY TO THE COUNTY YARD.
- THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE CITY OF STUART PUBLIC WORKS MANUAL. THE MANUAL SHALL BE KEPT ON THE JOB AT ALL TIMES AND SHALL BE AVAILABLE TO THE ENGINEER, GUARANTEES IN THE EVENT THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY UNKNOWN TO THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES PRIOR TO COMMENCING ANY WORK IN THE VICINITY THEREOF. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR SHOULDER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BY THE CONTRACTOR OR SUBCONTRACTORS IN CONNECTION WITH THE LOCATION, MARKING, OR PROTECTING ANY COMPANY OR DEPARTMENT AFFECTED FACILITY IF IT IS NECESSARY TO SHORE, BRACE, SWAY, OR RELOCATE A UTILITY. THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR UNKNOWN UTILITIES IN THE AREA OF THE PROJECT PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT ALL TIMES THE COPY OF THE CONSTRUCTION REQUIREMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE OWNER AND ENGINEER A CERTIFIED RECORD SURVEY (AS-BUILT) SHOWING AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPENDING THE SCOPE OF ALL CONTRACTED IMPROVEMENTS. ALL SURVEY COSTS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- ANY WELL DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE FLAGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
- ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
- ANY WELL TO REMAIN SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR.
- ALL COPIES OF CONTRACT, CONCRETE, AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE THE OWNER'S OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOURCING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE REQUIRED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO THE CITY OF STUART. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
- CONSTRUCTION RESPONSIBILITIES

THE PRESERVE OF GROUNDWATER SHOULD BE MAINTAINED ON THIS PROJECT. THE CONTRACTOR'S BID SHALL INCLUDE THE COST OF GROUNDWATER MONITORING AND TESTING. THE CONTRACTOR SHALL OBTAIN A CONTAINING PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND THE MARTIN COUNTY UTILITIES DEPARTMENT.

- UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE, ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER(S) OF RECORD, AS APPLICABLE.
- THE CONTRACTOR SHALL APPLY FOR AND OBTAIN ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND OBEY ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
- THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION, AND TEMPORARY SUPPORT OF UTILITY STRUCTURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
- THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDISCUSS BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON THE PLANS.

III. TYPICAL ENGINEER OBSERVATIONS AND JOB-SITE TEST RESULTS REQUIRED

- TYPICAL ENGINEER OBSERVATIONS: CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS IN ADVANCE OF THE FOLLOWING ACTIVITIES:
 - SANITARY SEWER SYSTEM - INFILTRATION/EXFILTRATION TEST OF THE NEW SANITARY SEWER COLLECTION SYSTEM UP TO POINT OF CONNECTION WITH THE EXISTING SYSTEM, AND INCLUDING ALL NEW SERVICE LATERALS.
 - SANITARY SEWER MAINS - LAMPING OF NEW SANITARY SEWER MAINS BETWEEN ALL NEW MANHOLES UP TO AND INCLUDING THE CONNECTION MANHOLE ON THE EXISTING SYSTEM.
- EXTENSIBLE WATER DISTRIBUTION MAINS:
 - LIVE TAP CONNECTIONS TO EXISTING MAINS
 - PRESSURE TEST IN ACCORDANCE WITH APPA STANDARD C600
- STORM DRAINAGE:
 - ORANGE WELLS - COMPLETED WELL PUMP TEST
 - ORANGE PIPE AND STRUCTURES - PRIOR TO BACKFILL
- LIMEROCK BASE - PRIOR TO PLACEMENT OF ANY FINISHED ASPHALT, CONCRETE, AND/OR BRICK PAVING.
- EMBANKMENT CONSTRUCTION
- SUBSEQUENT INSPECTION
- FINAL INSPECTION

REGARDLESS OF WHETHER OR NOT THE ABOVE ARE WITNESSED BY OTHERS, IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR AND THESE ARE COMPLETED WITHOUT THE ENGINEER OF RECORD'S PRESENTATION AND SIGNATURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY REWORKS REQUIRED TO CORRECT THE WORK. OTHERWISE, THE ENGINEER OF RECORD RESERVES THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND CALLING FOR ANY TESTING AND INSPECTIONS REQUIRED BY CITY, COUNTY, STATE, AND FEDERAL AGENCIES HAVING JURISDICTION OVER THE CONTRACTOR'S WORK.
- SHOP DRAWINGS
- FOR FABRICATION OF CONSTRUCTION SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD FOR REVIEW OF THE FOLLOWING ITEMS:
 - DRAINAGE
 - RINK AND POLLUTANT RETENTION BARRIERS, CHANNELS, ANCHORS, GRATES, OULETS, ETC.
 - DRAINAGE PIPE AND FITTINGS, CHAINES, MANHOLES, GRATES, OULETS, ETC.
 - DRAINAGE PIPE AND FITTINGS, CHAINES, MANHOLES, GRATES, OULETS, ETC.
 - CLEANOUTS
- WATER DISTRIBUTION:
 - VALVES AND AIR RELEASE VALVES
 - FIRE HYDRANTS
 - METER BOXES
 - METER VALVES & BOXES
 - TAPPING SHARVES AND CORPORATION STOPS
- SANITARY SEWER:
 - MANHOLES, INCLUDING STRUCTURES, TOP/BOTTOM SLABS, FRAMES AND RIMS
 - PIPES AND FITTINGS
 - VALVES AND AIR RELEASE VALVES
 - PUMP STATION AND ALL RELATED EQUIPMENT
- ASPHALT MIX
- UNDERGROUND AND LIMEROCK BASE SECTIONS TO BE INCLUDED
- TEMPERARY FACILITIES
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE MAINTENANCE OF TRAFFIC CIRCULATION FOR THE ADJACENT PROPERTY DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.
- THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
- TRAFFIC REGULATION
- THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS, AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC PUBLIC RIGHTS-OF-WAY IN ACCORDANCE WITH MUNICIPAL AND THE CITY OF STUART PUBLIC WORKS DEPARTMENT.

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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.

- NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS, OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE CITY OF STUART PUBLIC WORKS DEPARTMENT.
- PROJECT CLOSE-OUT
- CLEANING UP
- DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT, CLEAN MANNER, AND USON THE CLEAN-UP PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM CLEAN.
- THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT, AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
- THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS, AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
- WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE 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 THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE. WITH THE PRIOR APPROVAL OF THE ENVIRONMENTAL ENGINEER, MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
- IMMEDIATELY PRIOR TO GRAND OPENING, CONTRACTOR IS TO SWEEP ENTIRE SITE, ELIMINATE ALL DEBRIS AND FUMIGATE THE LANDSCAPE AREAS AND PRESSURE CLEAN THE SITE ASPHALT, CURBS, AND SIDEWALKS, AND CONCRETE PAVES.
- ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- PROJECT RECORD DOCUMENTS

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

- THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.
- CONTRACTOR TO REPLACE ALL FOUND PIPES WITH MAIL AND DISKS.
- REFER TO CITY OF STUART STANDARDS FOR ADDITIONAL CLOSE-OUT REQUIREMENTS.

VIII. PAVING

- GENERAL
- ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
- ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAWCUT.
- PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS PER CITY OF STUART AND MARTIN COUNTY STANDARDS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING CONCRETE CURB, CURB & GUTTERS, SIDEWALK, AND ASPHALT WHERE NEW SIDEWALK, CURB & GUTTER, AND MEDIAN IS PROPOSED TO BE CONSTRUCTED.
- NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE.

THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSESS THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE WORK TO BE PERFORMED DURING THE COURSE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.

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EAS CIVIL ENGINEERING
 EAS CIVIL ENGINEERING, INC.
 1000 W. UNIVERSITY BLVD., SUITE 200
 TAMPA, FLORIDA 33606
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 FAX: (813) 971-7701
 P.O. BOX 12791
 TAMPA, FLORIDA 33612-0791

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 1000 W. UNIVERSITY BLVD., SUITE 200
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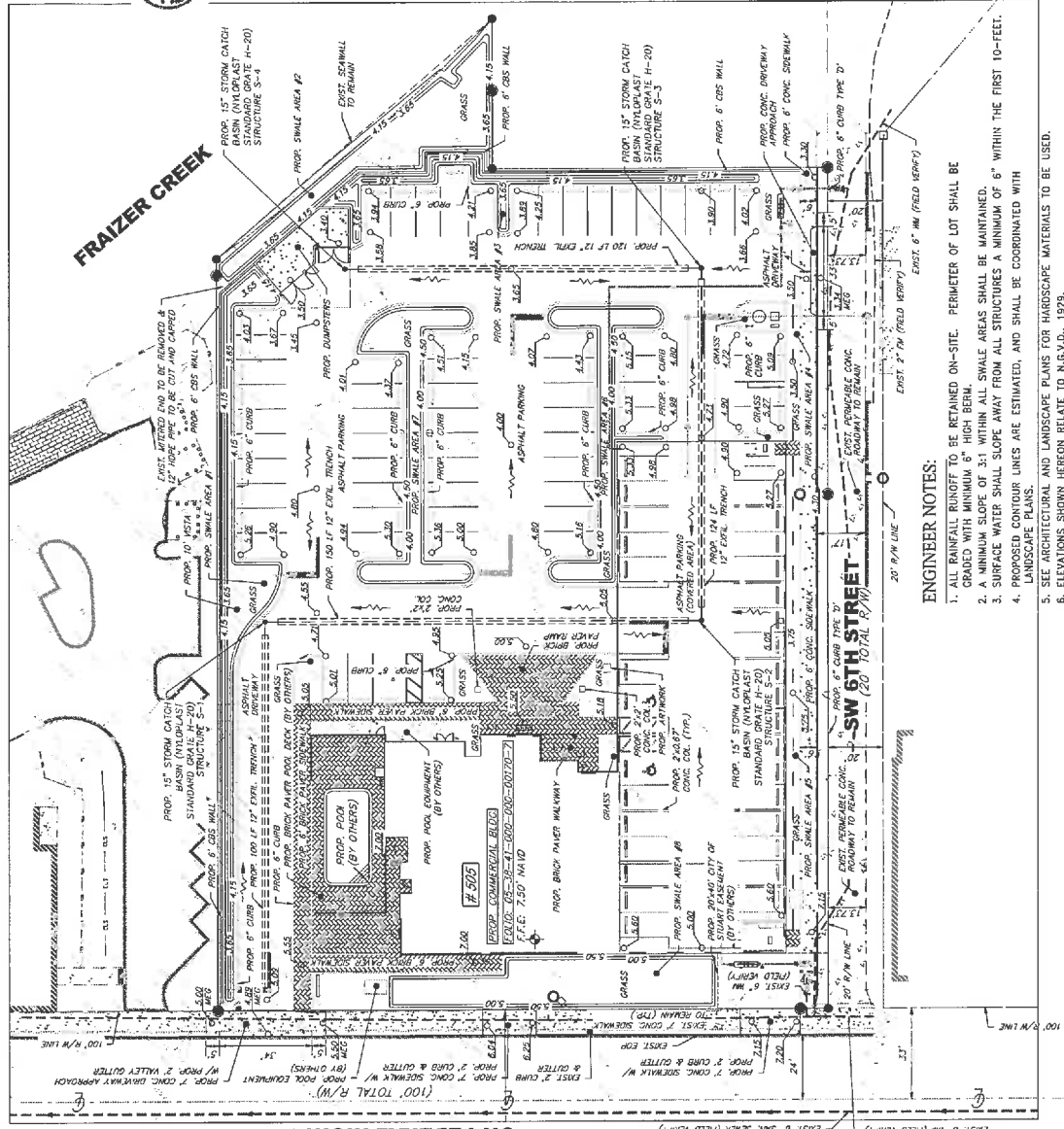
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 TAMPA, FLORIDA 33606
 PHONE: (813) 971-7700
 FAX: (813) 971-7701
 P.O. BOX 12791
 TAMPA, FLORIDA 33612-0791

Date: 02/20/2024
 Project #: 2414301
 Client: FAIRFIELD INN & SUITES HOTEL
 City of Stuart, Florida

George White ARCHITECT
 605 SW FEDERAL HIGHWAY, CITY OF STUART, FLORIDA
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-987-6698

PAVING, GRADING, & DRAINAGE PLAN
 C200

EA3 CIVIL ENGINEERING, INC.
 1500 S. W. 10TH AVENUE, SUITE 100
 MIAMI, FLORIDA 33135
 TEL: 305-441-1111
 FAX: 305-441-1112
 WWW.EA3ENGINEERING.COM



ENGINEER NOTES:

1. ALL RAINFALL RUNOFF TO BE RETAINED ON-SITE. PERIMETER OF LOT SHALL BE GRADED WITH MINIMUM 6" HIGH BERM.
2. A MINIMUM SLOPE OF 3:1 WITHIN ALL SWALE AREAS SHALL BE MAINTAINED.
3. SURFACE WATER SHALL SLOPE AWAY FROM ALL STRUCTURES A MINIMUM OF 6" WITHIN THE FIRST 10-FEET.
4. PROPOSED CONTOUR LINES ARE ESTIMATED, AND SHALL BE COORDINATED WITH LANDSCAPE PLANS.
5. SEE ARCHITECTURAL AND LANDSCAPE PLANS FOR HARDSCAPE MATERIALS TO BE USED.
6. ELEVATIONS SHOWN HEREON RELATE TO M.G.V.D., 1929.
7. SITE CONCRETE SHALL HAVE MINIMUM STRENGTH 3,000 PSI.
8. ADEQUATE DRAINAGE SHALL BE PROVIDED, AND SURFACE RUNOFF WATER SHALL BE DIVERTED TO FRAIZER CREEK IN ACCORDANCE WITH THE CITY OF STUART'S DRAINAGE FLORIDA BUILDING CODE AND CITY OF MIAMI BEACH CODE ORDINANCES. ALL SITE DRAINAGE IS DESIGNED AND SHALL BE CONSTRUCTED IN SUCH A MANNER THAT RUNOFF RATES, VOLUME, AND POLLUTANT LOADS NOT EXCEEDING PREDEVELOPMENT CONDITIONS AND PREVENTING FLOODING OF ADJACENT PROPERTIES AND PUBLIC RIGHT-OF-WAY.

PAVING, GRADING, & DRAINAGE PLAN
 SCALE 1" = 10'-0"



LEGEND

- GENLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXIST. ELEVATION (FT+NOV)
- PROP. GRADE ELEVATION (FT+NOV)
- PROP. CONTROL ELEVATION LINES (FT+NOV)
- PROP. STORM DRAINAGE STRUCTURE
- DRAINING WATERWAY MAN
- RUNOFF PATHWAY
- PROP. BRICK PAVEMENT
- EXIST. PERMEABLE CONCRETE
- PROP. IMPERMEABLE CONCRETE

DRAINAGE CALCULATION:

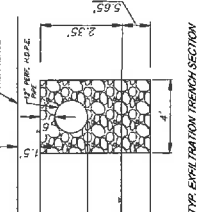
DESIGN CONDITIONS:
 SITE AREA = 69,000 SF
 IMPERMEABLE AREA = 60,000 SF (100.0%)
 PERMEABLE AREA = 9,000 SF (13.0%)

PROPOSED SITE DISTRIBUTION:
 PERMEABLE AREA = 81,000 SF (20.4%)
 IMPERMEABLE AREA = 54,351 SF (79.6%)
 COMPACTED SOIL STORAGE = 4.85' (STANDARD)

REQUIRED STORAGE:
 S = PERMEABLE/SITE/COMPACTED SOIL STORAGE =
 $(69,000/54,351)/(4.85) = 2.68'$
 $S(4.85) = 12.95'$
 RUNOFF(V) = $(P - 0.25) \times (A - 1.14) \times S$
 $= 95,000 \times (1.17/2) = 6,555 CF$

PROPOSED CONDITIONS:
 S = PERMEABLE/SITE/COMPACTED SOIL STORAGE =
 $(81,000/54,351)/(4.85) = 3.13'$
 $S(4.85) = 15.18'$
 RUNOFF(V) = $(P - 0.25) \times (A - 1.14) \times S$
 $= 69,000 \times (0.92/2) = 11,245 CF$

11,845 CF - 6,555 CF = 5,290 CF
 1.0 IN. x 69,000 SF / 12in/ft = 5,750 CF
 1.0 IN. x 81,000 SF / 12in/ft = 6,750 CF
 IMPERMEABLE AREA W/O SWALE = 1,465 SF
 2.5 IN. x 72.7% (PERCENT IMPERMEABLE W/O) = 1,82 IN. CF
 1.82 IN. x 69,000 SF (SITE AREA) / 12in/ft = 10,465 CF
 SWALE AREA STORAGE = (TOP AREA - BOTTOM AREA) / 2 * SWALE AREA DEPTH
 SWALE AREA #1 = $(1,359 + 785) / 2 * 0.50' = 535 CF$
 SWALE AREA #2 = $(1,505 + 1,285) / 2 * 0.50' = 725 CF$
 SWALE AREA #3 = $(644 + 233) / 2 * 0.50' = 219 CF$
 SWALE AREA #4 (TRIANGULAR X-SECTION) = $(5,070 + 337) / 2 * 48' = 40 CF$
 SWALE AREA #5 (TRIANGULAR X-SECTION) = $(5,070 + 337) / 2 * 173' = 144 CF$
 SWALE AREA #6 = $(850 + 529) / 2 * 0.50' = 345 CF$
 SWALE AREA #7 = $(1,248 + 913) / 2 * 0.50' = 540 CF$
 SWALE AREA #8 = $(1,885 + 1,595) / 2 * 0.50' = 865 CF$
 TOTAL DRY-RETENTION SWALE AREA STORAGE: 5,413 CF
 Vqg EXIST. TRENCH = 10,465 CF - 3,413 CF = 7,052 CF
 = 0.1619 AC - FT = 1.9427 AC-IN



12" RIPRAP TRENCH SECTION

STRUCTURE NO.	STRUCTURE TYPE	INVERT EL.	RIW EL.	TOP EL.	BOTTOM EL.	FRAME & GRATE (UST)
S-1	15" NICKERLAST STANDARD GRADE H-20	0.30 (E3)	4.40'	-1.70	-1.70	NICKERLAST STANDARD GRADE H-20
S-2	15" NICKERLAST STANDARD GRADE H-20	0.30 (E4)	4.40'	-1.70	-1.70	NICKERLAST STANDARD GRADE H-20
S-3	15" NICKERLAST STANDARD GRADE H-20	0.30 (E4)	3.30'	-1.70	-1.70	NICKERLAST STANDARD GRADE H-20
S-4	15" NICKERLAST STANDARD GRADE H-20	0.30' (S)	3.30'	-1.70	-1.70	NICKERLAST STANDARD GRADE H-20

Date: 02/20/2024
 Project #: 2400000000
 Project Name: FAIRFIELD INN & SUITES HOTEL
 ATC LIC. REG. #ARD00000371
 Revisions:

Details specify by EIC
 Approved: [Signature]
 Date: 02/20/2024
 EIC License: [Number]
 State: FLORIDA
 Reason: This plan was
 prepared by EIC and
 sealed by EIC. The EIC
 is responsible for the
 design and construction
 of this project. The EIC
 is not responsible for
 the design and construction
 of any other project.
 EIC: 0000000000
 Date: 02/20/2024
 17:30:04.00



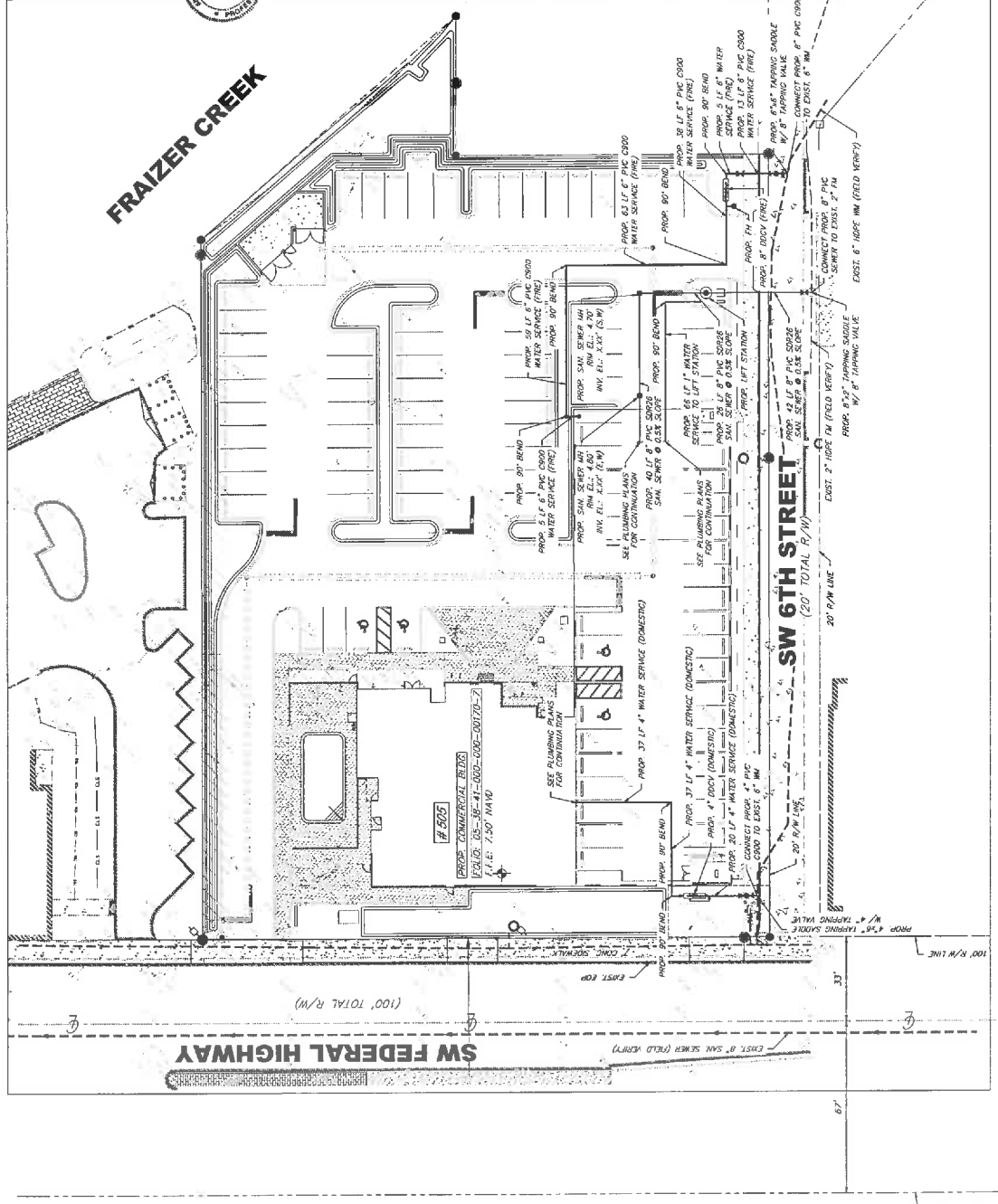
6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-987-6698
George White ARCHITECT
 605 SW FEDERAL HIGHWAY, CITY OF STUART, FLORIDA
FAIRFIELD INN & SUITES HOTEL

UTILITIES
 PLAN

C300

EAE
 EAE CIVIL ENGINEERING
 1515 W. UNIVERSITY AVENUE, SUITE 100
 TAMPA, FLORIDA 33606
 WWW.EAECIVIL.COM
 P.E. NO. 12332
 P.E. NO. 12331
 ENG. ARCHITECT, P.E.

Sumshin
 Call EIC or P.E. at 561-987-6698 for more information.
 EIC License #ARD00000371
 State of Florida
 EIC: 0000000000
 Date: 02/20/2024
 17:30:04.00



- LEGEND**
- CENTER LINE
 - RIGHT-OF-WAY
 - PROPERTY LINE
 - EXIST. ELEVATION (FT-NAVD)
 - EXIST. WATERBARRIER LINES
 - PROP. WATERBARRIER LINES
 - EXISTING / PROPOSED WATER VALVE

UTILITIES PLAN
 SCALE: 1" = 10'-0"



Sumshin
 Call EIC or P.E. at 561-987-6698 for more information.
 EIC License #ARD00000371
 State of Florida
 EIC: 0000000000
 Date: 02/20/2024
 17:30:04.00

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UTILITIES
 PLAN

C300

6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-987-6698
George White ARCHITECT
 605 SW FEDERAL HIGHWAY, CITY OF STUART, FLORIDA
FAIRFIELD INN & SUITES HOTEL

Details specify by EIC
 Approved: [Signature]
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 the design and construction
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 EIC: 0000000000
 Date: 02/20/2024
 17:30:04.00



Date: 02/20/2024
 Project #: 2400000000
 Project Name: FAIRFIELD INN & SUITES HOTEL
 ATC LIC. REG. #ARD00000371
 Revisions:

Date: 02/20/2024
 Project #: FAIRFIELD INN & SUITES HOTEL
 AEC, LSC, R00, #AFC0008531
 Revisions:

City of Stuart, Florida
 6127 C. DURHAM DRIVE, LAKE WORTH, FLORIDA 33467 561-997-6688

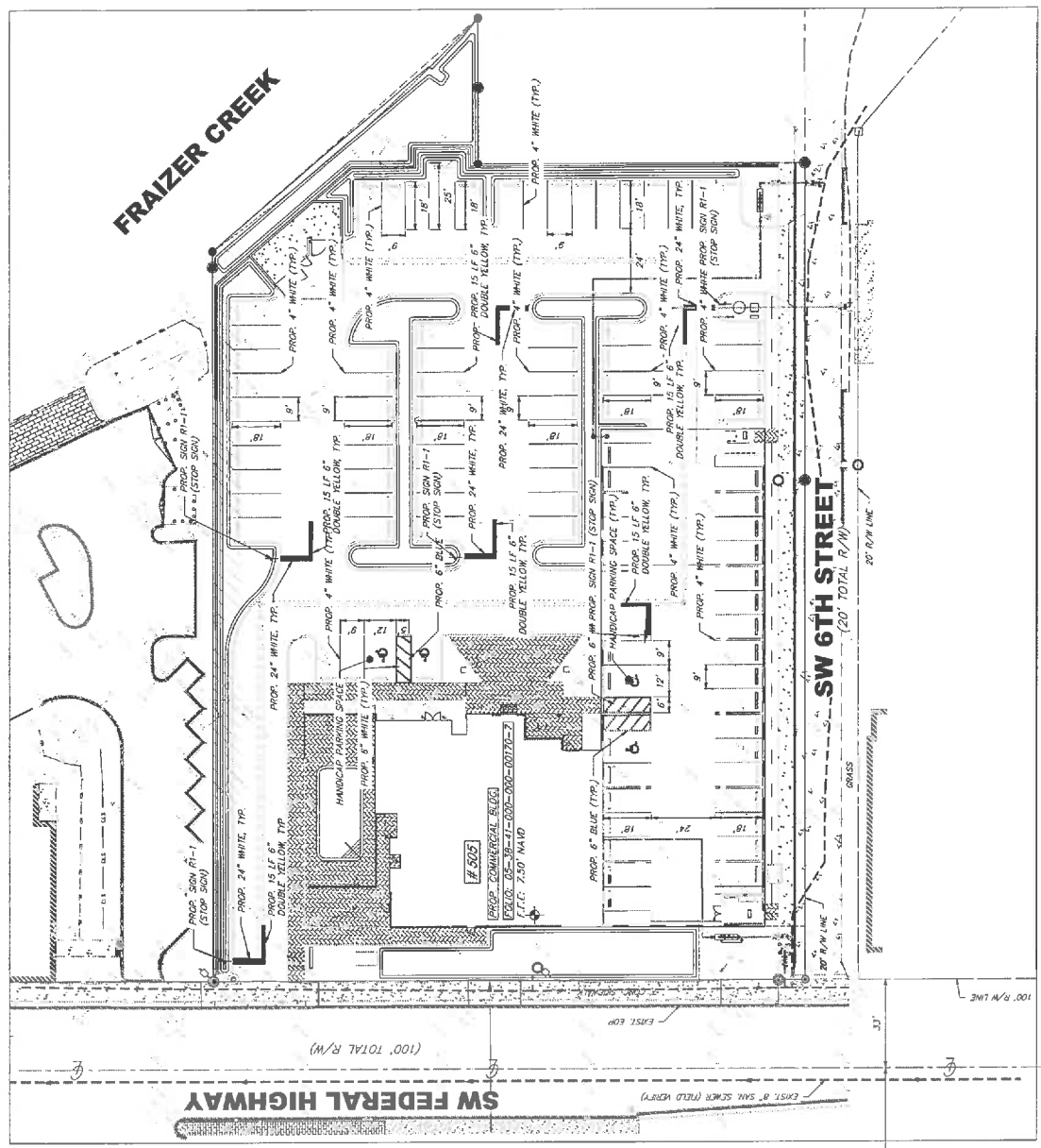


George White ARCHITECT
 505 SW FEDERAL HIGHWAY, CITY OF STUART, FLORIDA



PAVEMENT MARKINGS & SIGNAGE PLAN

C600



LEGEND

- CONTIGNE LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXIST. ELEVATION (FT-NOOD)
- EXIST. WATERBENCH LINES

EAE
 EALS CIVIL ENGINEERING
 14345 W. UNIVERSITY BLVD., SUITE 100
 FORT LAUDERDALE, FL 33404
 PHONE: (954) 377-7000
 WWW.EAECIVIL.COM
 CA NO. 37522
 ENR. K. K. K. P.E.

Sunshine
 CALLISTO AND ASSOCIATES, INC.
 10000 W. UNIVERSITY BLVD., SUITE 100
 FORT LAUDERDALE, FL 33404
 PHONE: (954) 377-7000
 WWW.SUNSHINE-CA.COM
 CA NO. 37522
 ENR. K. K. K. P.E.

Sign Specifications

According to Ordinance 2266-2013

Sections 11.01.08.6.A.2, 11.01.08.9.A.3, 11.01.09.6.B, 11.01.09.9.B, and 11.02.02

The City of Stuart requires notification by posting for the public hearing required for your application. The following is a representation of the sign required for proper notification.

Please have a sign created and installed to the following specifications:

- The sign shall be installed perpendicular to, and clearly visible from, the nearest public street in a location approved by the Development Department in advance of installation.
- The sign shall not be less than 36 by 48 inches in dimension when adjacent to arterial roads and not less than 24 by 36 inches in dimension when adjacent to non-arterial roads.
- The sign shall have a uniform "City blue" background.
- The sign shall have white lettering of a legible font size.
- The sign shall be double-sided and waterproof.

The sign is required to be installed at least 15 days before the public hearing, or before **December 23, 2024**. After installation of the sign, please complete the included *Affidavit Attesting to Notification by Posting* form and return it to the City of Stuart Development Department. Please include a photo of the sign after it has been installed.

Failure to provide posted notice continuously from the time posted notice is to commence until the Public Hearing or the hearing which is the subject of the notice shall not be deemed as failure to give the notice required by this code and action taken by the City after such notice shall not be deemed void for lack of posted notice. Lost signs or signs that become illegible for any reason shall be replaced by the applicant or petitioner as reasonably soon as possible upon notification to do so by the City. Signs shall be removed within five days of the conclusion of the noticed public hearing or hearing.

Should you have any questions regarding the signposting, please contact me at (772) 288-5328, or by email at jnentwick@ci.stuart.fl.us.

Sign Specifications

48" Arterial Road
(36" Non-Arterial Road)

**NOTICE OF PUBLIC HEARING
REZONING REQUEST
FOR PROJECT NO. Z24080011
LOCATED AT: 255 SW 6th STREET**

**Parcel ID Number:
05-38-41-000-000-00182-3 (0.33-acres)**

**REQUEST TO CONSIDER A REZONING FROM
URBAN WATERFRONT (UW) ZONING DISTRICT TO
URBAN HIGHWAY (UH) ZONING DISTRICT**

STUART LOCAL PLANNING AGENCY (LPA)

January 16, 2025 AT 5:30 PM

STUART CITY COMMISSION

February 10, 2025 AT 5:30 PM

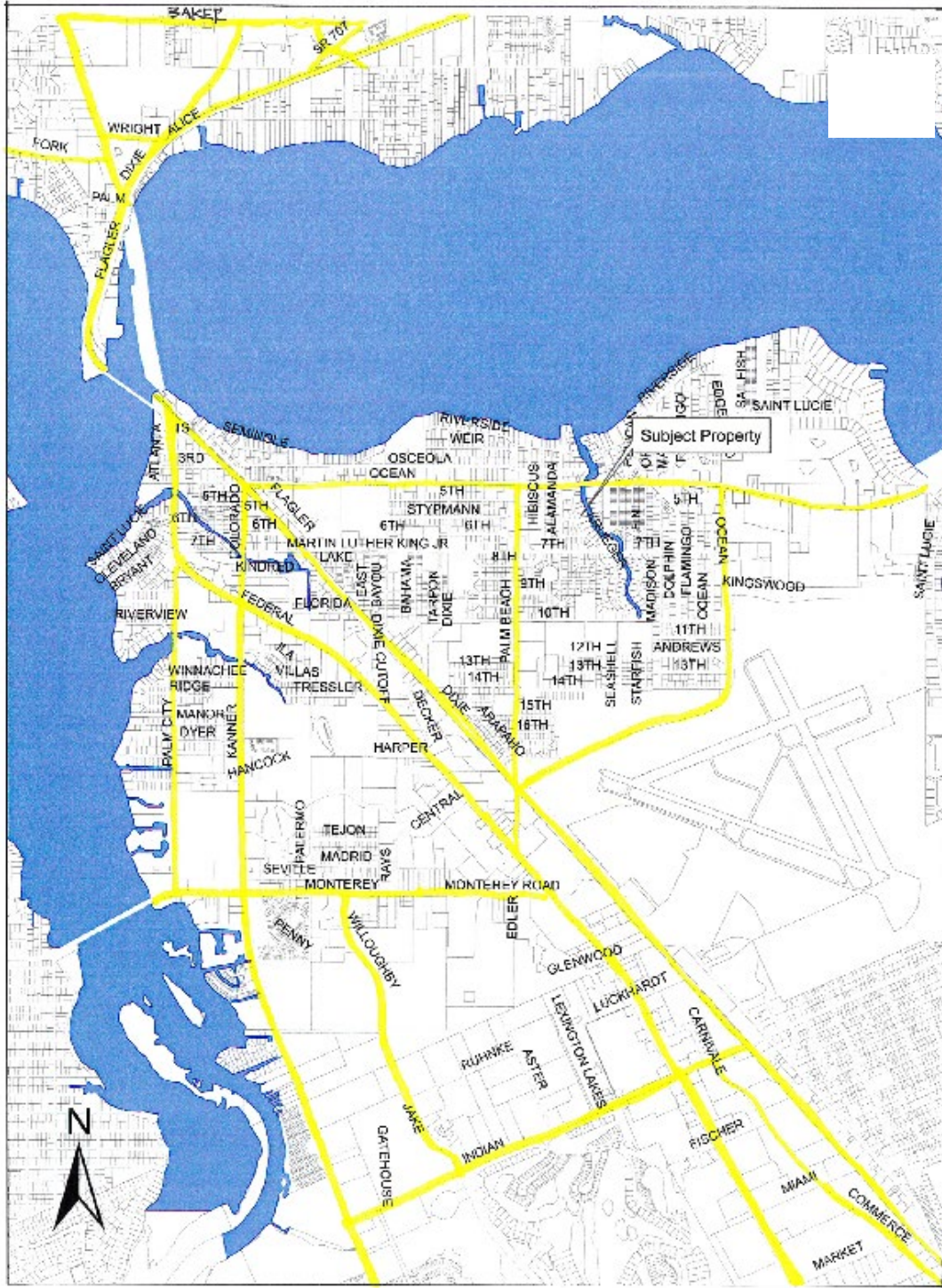
February 24, 2025 AT 5:30 PM

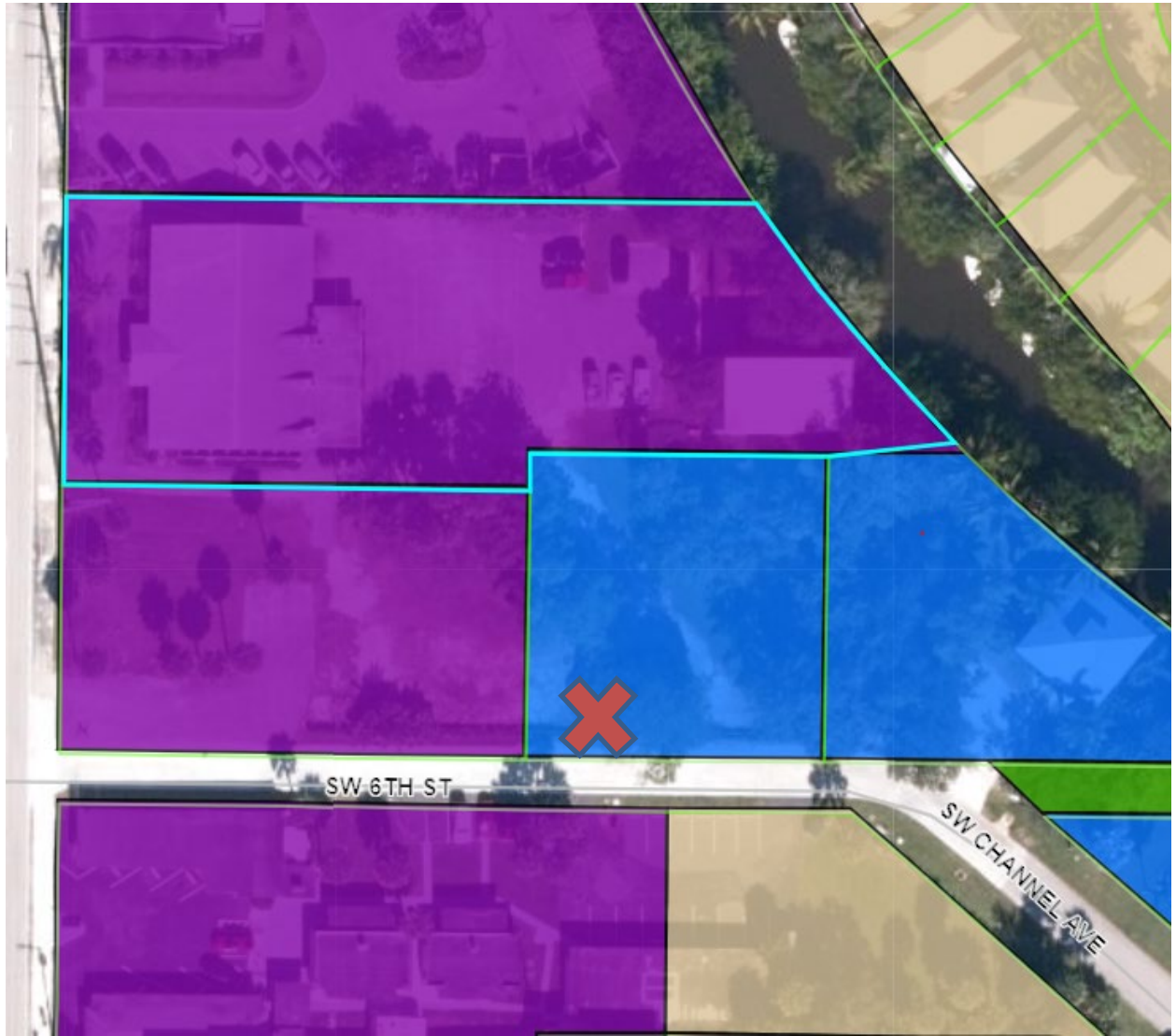
STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

36" Arterial Road
(24" Non-Arterial)

Sign Specifications

Arterial Roads





Notice to Surrounding Property Owners within 300 Feet

Subject: **Public Hearing Before:**
Local Planning Agency (LPA)

Petitioner: **Polk Street Hotels Inc.**

Parcel Address: **2970 SE Dominica Terrace, Stuart, FL 34997**

Parcel ID Number(s): **05-38-41-000-000-00182-3 (0.33-acres)**

Proposed Request: **Request to consider rezoning from Urban Waterfront (UW) Zoning Designation to Urban Highway (UH) Zoning Designation.**

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the City Local Planning Agency (LPA) on **Thursday, January 16, 2025, at 5:30 PM** to consider the above request.

The public hearing(s) will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart, and via a Zoom link available before the meetings.

All interested parties and citizens may appear and be heard as to any, and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call me at (772) 288-5328, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Jodi Kugler

Jodi Kugler
Development Director
jnentswick@ci.stuart.fl.us

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994

**LOCAL PLANNING AGENCY
AFFIDAVIT ATTESTING
TO NOTIFICATION**

_____, being first duly sworn, depose(s) and say(s):

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

**Project ID# Z24080011
Project Name: Polk Street Hotles, Inc.
Parcel ID Number: 52-38-41-013-000-0002-6**

That a copy of the notice was sent by regular U.S. Mail on (_____) to the property owners within 300 feet of the subject property; and

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

A photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent, and the property was posted 15+ days prior to the scheduled public hearing(s) for this item.

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF _____

Sworn and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, _____ By

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of _____
(Notary Seal)

My Commission expires:

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

Meeting Date: 4/13/2026

Prepared by: Mechelle Arbuzow

Title of Item:

WAL-MART EXTERIOR REBRAND - MAJOR COMMERCIAL PLANNED UNIT DEVELOPMENT AMENDMENT (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2551-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Wal-Mart Commercial Planned Unit Development (CPUD) is designated with CPUD zoning and a Commercial Future Land Use classification, encompassing approximately 33.7 acres.

The sign amendment adopted on March 28th, 2011 in Resolution Number 28-2011 totals 536 square feet. The Administrative Variance Number Z18010002 recorded on April 5th, 2018 totals the remaining 71.58 square feet to equal 607.58 square feet.

The applicant is seeking approval from the Stuart City Commission for the following site and signage modifications:

- Removal of 607.58 sq. ft. of existing wall-mounted signage (eighteen individual signs) and installation of 608.90 sq. ft. of new wall-mounted signage (twenty-eight individual signs)
- Face changes to the four (4) existing monument signs
- Construction of a new canopy on the previously approved expansion
- Repainting the building's exterior

The original request proposed adding a new pick-up banner sign on an existing light pole; since the meeting with the LPA Board, Wal-Mart has decided not to move forward with the pick-up banner request.

Funding Source:

N/A

Recommended Action:

Staff find that the proposed updates to the existing signs are consistent with the Land Development Code; however, staff do not support increasing the square footage of the previously approved signage.

Staff do find the proposed monument signs face change as well as the new canopy on the previously approved addition to be consistent with the City's Land Development Regulations and Comprehensive Plan.

The request for the new Pickup banner on the existing light pole in the parking lot is not a permitted sign in the City's Land Development Code and was not recommended by the LPA Board. The applicant has

since pulled that request from the list and is based off of Commission approval; staff did not recommend approval of the additional sign.

The request to repaint the Wal-Mart building in a predominantly gray color does not comply with Section 6.05.07.C. of the City's Land Development Code, which requires all building and structure wall colors to be limited to muted pastel or earth-tone shades; staff is not recommending approval.

The item was presented to the Local Planning Agency (LPA) on March 12, 2026. The Board recommended approval of the following:

- Approval of the proposed canopy
- Approval of the Monument signs changes
- Approval of the wall signs with the condition that the signs have to stay within the 607.58 square-feet of signage space.

The LPA did not recommend the pick-up banner proposed in the parking lot as well as the proposed color scheme. The LPA Board recommended that the color scheme be a lighter shade that meets the Stuart Code Requirements. For example, different shades for the trim and shutter awnings to show the architectural features of the building.

ATTACHMENTS:

1. Ordinance 2551-2026 Major Amendment CPUD - Wal-Mart Exterior Rebrand
2. Staff Report
3. Major PUD Amendment Application
4. Plans



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

ORDINANCE NUMBER 2551-2026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO THE WAL-MART COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE ADOPTED RESOLUTION NUMBER 28-2011 TO AUTHORIZE MODIFICATIONS TO THE APPROVED UNIFIED SIGNAGE PLAN, INSTALL A NEW CANOPY AND PAINT THE EXTERIOR OF THE BUILDING LOCATED AT 4001 SE FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; 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 for a change in the site plan or approval regarding any

area set aside and designated for future development; and

WHEREAS, on March 31, 2003, the City Commission adopted Ordinance No. 1915-03, to amend Ordinance Number 1533-97 to approve an amendment to the 55.380 acre Commercial Planned Unit Development (CPUD) relating to 33.903 acres providing for the CPUD development documents and development conditions, and

WHEREAS, on March 28, 2011, the City Commission adopted Resolution No. 28-2011, to approve a minor amendment to the Wal-Mart CPUD ordinance number 1915-03, development condition #4 to allow for a modification to the previously adopted signage plan, and

WHEREAS, the Local Planning Agency (“LPA”) held a properly noticed hearing on March 12, 2026, to consider the Applicant’s request and unanimously voted to recommend approval subject to certain conditions; and

WHEREAS, the City Commission held two properly noticed public hearings with the First Reading of the ordinance on April 13, 2026, and the Second Reading of the ordinance on April 27, 2026.

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as if fully set forth herein.

SECTION 2: The legal description of the subject property, reflecting the 31.44-acre parcel, is set forth on **Exhibit “A”** attached hereto and made a part hereof by reference. A map depicting the subject property is attached hereto as **Exhibit “B”** and made part of reference.

SECTION 3: In consideration of the LPA’s recommendation, all written and oral comments at the public hearing, the analysis by the City’s Development Department and the evidence and testimony presented by the parties at the public hearing, the City Commission has determined that the Applicant/Property Owner showed substantial competent evidence that the application is

consistent with the City's Comprehensive Plan and Land Development Code of the City along with being compliant with the procedural requirements of the law. The City Commission hereby approves the Major Amendment to the "Wal-Mart Commercial Planned Unit Development (CPUD)," subject to certain Conditions of Approval. The Conditions of Approval for the subject development are attached hereto attached as **Exhibit "C"** and made part hereof by reference.

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

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

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

Any breach of any provision or condition of this CPUD ordinance by the Applicant, Property Owner or successor in interest shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

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

SECTION 7: This ordinance shall become effective immediately upon adoption by the City Commission.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

SECTION 9: The following documents (hereinafter “Approved Development Documents” are attached hereto attached as **Exhibit “D”**) on file as public records of the City of Stuart, at the City Clerk’s office in City Hall, shall be deemed as part of the conditions applicable to the subject development:

1. Exterior Elevations, Sheet A2, dated September 5, 2025, prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.
2. Exterior Signage, Sheet A2.1 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.
3. Online Pickup Elevations with Canopy, Sheet OPA1.2 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.

SECTION 10: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this Ordinance shall be void.

SECTION 11: Upon complete executing of this ordinance, the City Clerk is directed to record this ordinance in the Public Records of Martin County, Florida.

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:

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

	YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this day of _____, 2026.

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

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF LOTS 153 THROUGH 159, AND ALSO A PORTION OF LOTS 197, 203 AND 204 AND ALSO ALL OF LOTS 198 THROUGH 202, OFFICIAL MAP SEWALL'S POINT LAND CO., PLAT BOOK 3, PAGE 7, LYING WITHIN LOT 3 OF THE MILES OR HANSON GRANT, PALM BEACH COUNTY, FLORIDA (SAID LAND NOW LYING AND BEING A PART OF MARTIN COUNTY, FLORIDA), BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF "THE EXPOSITION" AS RECORDED IN PLAT BOOK 9, PAGE 17, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE BEARING NORTH 29°28'59" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1 (A 200" WIDE RIGHT OF WAY) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 89010-2114, A DISTANCE OF 80.41 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF S.E. MARKET PLACE (AN 80' WIDE PUBLIC RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 763 THROUGH 768, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 29°28'59" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 807.60 FEET TO A POINT;

THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, BEARING NORTH 60°29'03" EAST, A DISTANCE OF 215.25 FEET TO A POINT;

THENCE, BEARING NORTH 66°19'23" EAST, A DISTANCE OF 314.21 FEET TO A POINT;

THENCE, BEARING NORTH 37°07'18" EAST, A DISTANCE OF 44.26 FEET TO A POINT;

THENCE, BEARING NORTH 66°17'23" EAST, A DISTANCE OF 1016.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF S.E. COMMERCE (AN 80' WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 631, PAGE 1627, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 7460.00 FEET, A CHORD DISTANCE OF 607.69 FEET BEARING SOUTH 50°33'38" EAST; THENCE SOUTHEASTERLY A DISTANCE OF 607.86 FEET ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°40'07", TO A POINT;

THENCE, BEARING SOUTH 48°13'34" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 336.07 FEET TO THE POINT OF INTERSECTION WITH

Ordinance No. 2551-2026 Wal-Mart (CPUD) - Major Amendment

THE NORTHERLY RIGHT OF WAY LINE OF THE AFORESAID S.E. MARKET PLACE;

THENCE, BEARING SOUTH 66°19'21" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1916.05 FEET TO THE POINT OF BEGINNING.

Parcel Control Number: 03-38-41-020-001-00010-0

Property Address: 4001 SE FEDERAL HIGHWAY, STUART FL

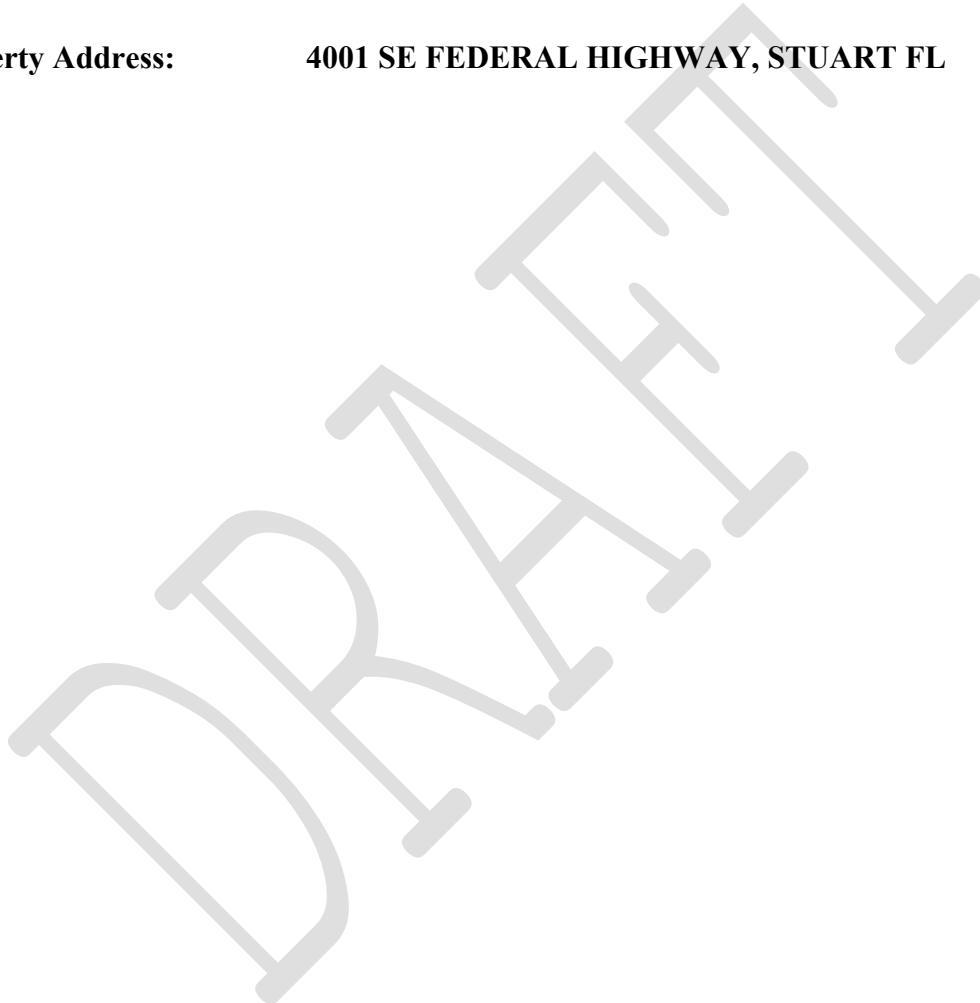


EXHIBIT "B"

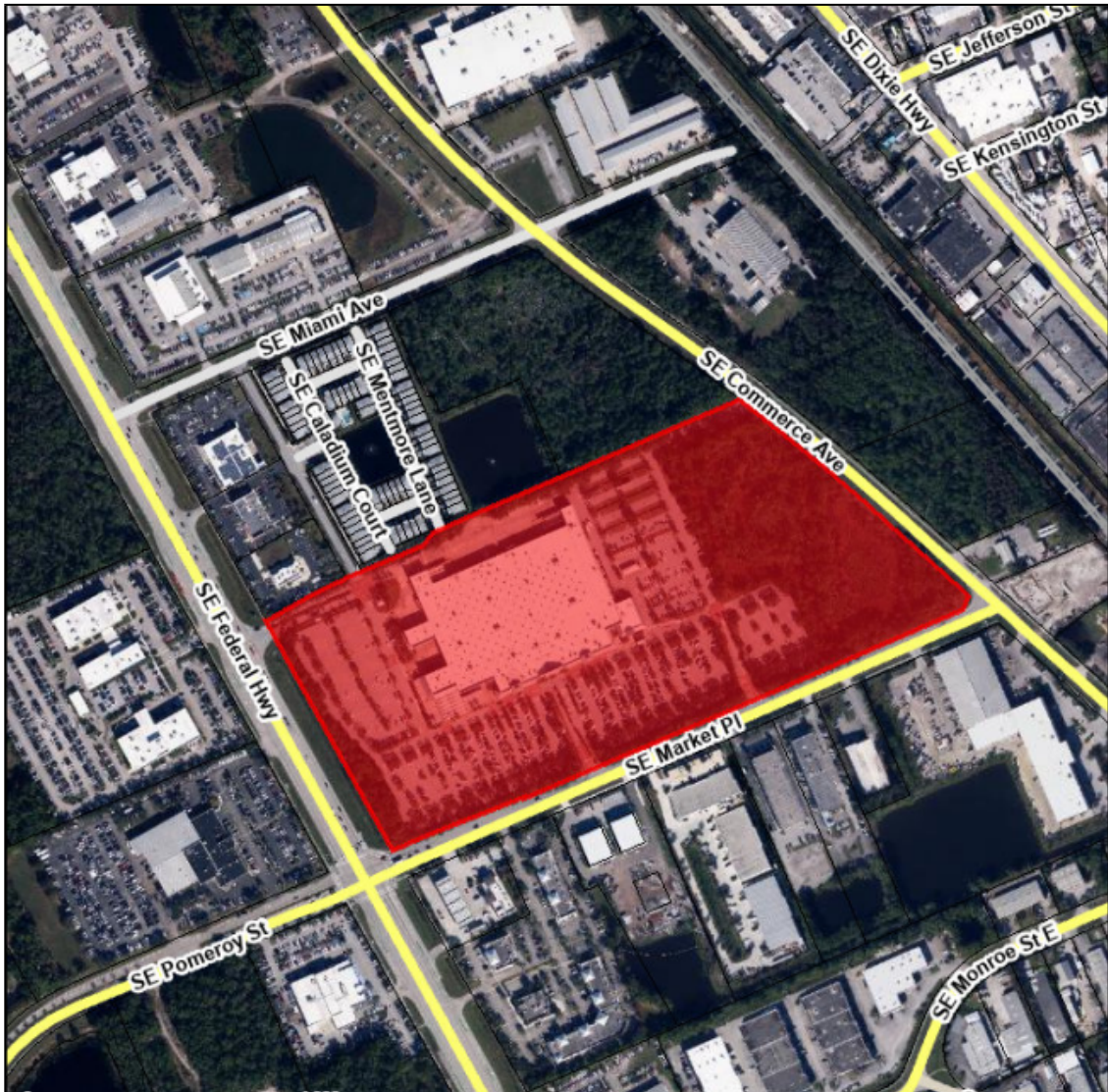


EXHIBIT “C” – DEVELOPMENT CONDITIONS

1. Any modifications to the Master CPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. The approval granted shall become null and void unless a Building and/or Site Permit is obtained within five (5) years of the Major Amendment to the CPUD approval, or an extension is granted in accordance with Section 8.05.08 of the City of Stuart Land Development Code.
3. Any changes to this approved site plan will require an application for amendment, in accordance with Section 11.01.00 of the Land Development Code.
4. Construction activity shall be limited from 7:00am to 6:00 pm Monday – Saturday.
5. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.
6. The Applicant, Property Owner or successor in interest shall construct the project’s infrastructure in one phase and complete all site and infrastructure prior to the certificate of occupancy.
7. In the event of any conflict in the provisions of Exhibit “D” Development Conditions and attached exhibits, Exhibit “D” shall prevail.
8. Temporary or freestanding storage units are prohibited on the property once construction is complete.

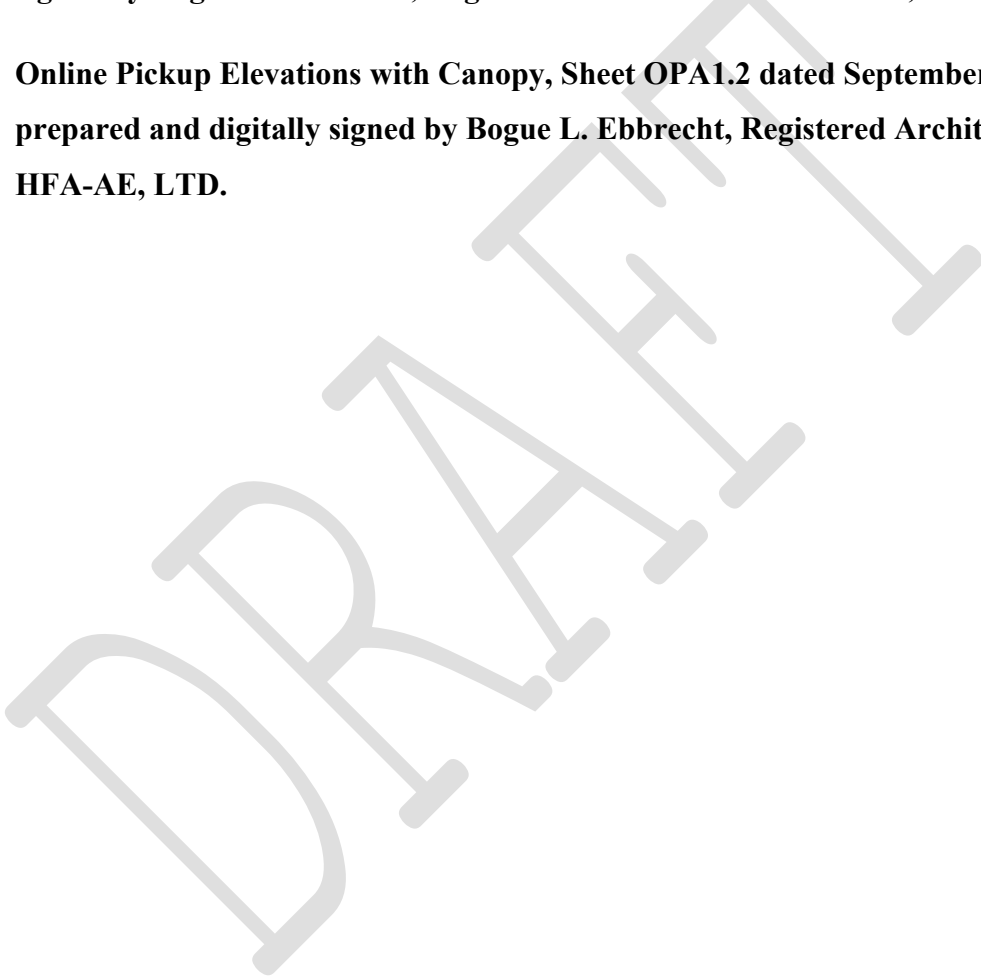
Signage

20. All signage within the CPUD must maintain consistency in quantity, placement, dimensions, height, illumination, and materials, reflecting a unified design theme throughout the Planned Unit Development. The signage package prepared by HFA-AE, LTD., digitally signed and sealed by Bogue Louis Ebbrecht, dated September 5, 2025, is hereby approved for this project. No additional signage beyond this approved package is permitted.

EXHIBIT “D” - Approved Plans and Documents

The Wal-Mart CPUD project shall comply with the following drawings:

- A. Exterior Elevations, Sheet A2, dated September 5, 2025, prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.**
- B. Exterior Signage, Sheet A2.1 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.**
- C. Online Pickup Elevations with Canopy, Sheet OPA1.2 dated September 5, 2025, and prepared and digitally signed by Bogue L. Ebbrecht, Registered Architect with HFA-AE, LTD.**





TO: City Commission
THROUGH: Jodi Kugler, Development Director
FROM: Mechelle Arbuzow, Development Planner I
MEETING DATE: Monday, April 13, 2026
SUBJECT: 1087 – Wal-Mart Exterior Rebrand – Major Planned Unit Development Amendment
(*Project No. MJPD-25-6*)

AGENDA REQUEST:

Wal-Mart is requesting a variance from the adopted CPUD Ordinance No. 1915-03 and the previously approved Resolution No. 28-2011, Development Condition #4, to allow modifications to the approved Unified Signage Plan. The request seeks to update and increase the square footage of the exterior Walmart store signage, install a new canopy and paint the exterior building at 4001 SE Federal Highway.

The original request proposed to add new pick up banner sign on an existing light pole; since the meeting with the LPA Board, Wal-Mart has decided not to move forward with the pick-up banner request.

GENERAL INFORMATION

Property Owner/Applicant: Wal-Mart Stores East, LP
702 SW 8 Street
Bentonville, AR 72716

Agent: Christine Brooks of HFA-AE, LTD.
1705 S Walton Boulevard, Suite 3
Bentonville, AR 72712

Location: 4001 SE Federal Highway

Parcel ID: 38-38-41-020-001-00010-0

Future Land Use: Commercial

Zoning District: Commercial Planned Unit Development

Existing Use: Retail

Surrounding Zoning: CPUD and RPUD

BACKGROUND

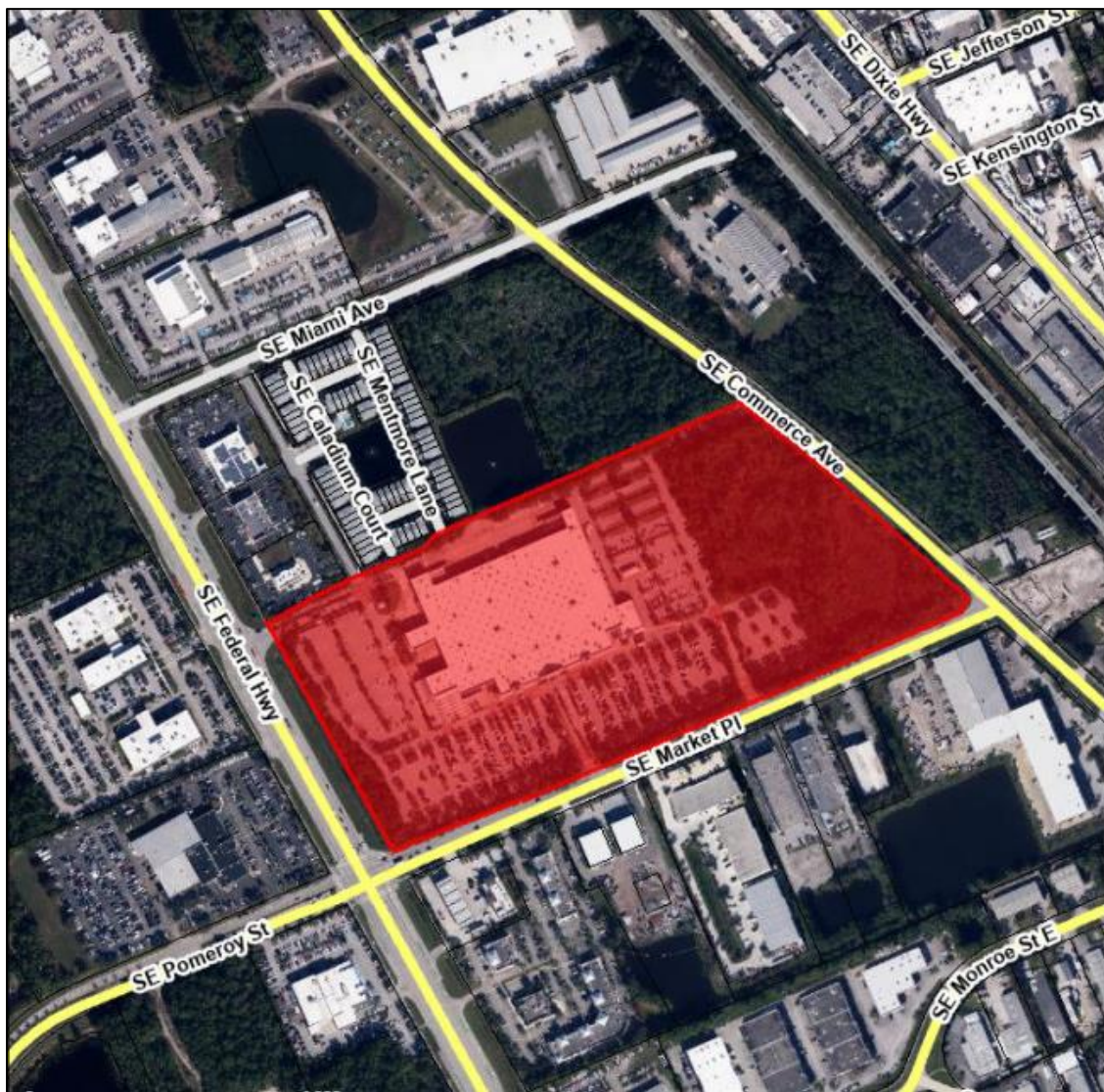
The Wal-Mart Commercial Planned Unit Development (CPUD) is designated with CPUD zoning and a Commercial Future Land Use classification, encompassing approximately 33.7 acres.

The sign amendment adopted on March 28th, 2011 in Resolution Number 28-2011 totals 536 square feet. The Administrative Variance Number Z18010002 recorded on April 5th, 2018 totals the remaining 71.58 square feet to equal 607.58 square feet.

The applicant is seeking approval from the Stuart City Commission for the following site and signage modifications:

- Removal of 607.58 sq. ft. of existing wall-mounted signage (eighteen individual signs) and installation of 608.90 sq. ft. of new wall-mounted signage (twenty-eight individual signs)
- Face changes to the four (4) existing monument signs
- Construction of a new canopy on the previously approved expansion
- Repainting the building's exterior

Location Map



Land Use/Zoning neighboring the proposed development:

Surrounding Property	Address	Zoned	Future Land Use
North	3991 SE Federal Highway 2400 SE Miami Street Unassign add. (City Owned)	CPUD RPUD CPUD	Commercial Multi-Family Residential Commercial
West	3970 SE Federal Highway 4000 SE Federal Highway	CPUD CPUD	Commercial Commercial
South	Multiple parcels 3920 SE Commerce Avenue	CPUD Industrial PUD	Commercial Industrial
East	Multiple Parcels (Martin County)	M-2-Industrial (Martin County)	Industrial (Martin County)

PROJECT ANALYSIS

Any modifications to the PUD final site plan, due to final engineering, that exceeds five percent of the approved plan documents for items, including, but not limited to, those affecting building footprint, building setbacks; density; building location; parking size, location and number; **signage**; drainage areas; and location of landscaping shall require further approval by the advisory board and city commission via a public hearing process. A written record of the modification shall be entered upon the original approval and maintained in the files of the city clerk.

Wall Mounted Signs

The proposed amendment reflected on Sheet A2.1 shows the existing 607.58sqft of wall mounted signs totaling eighteen (18) to be removed and proposing of 608.90sqft of wall mounted signs totaling twenty-eight (28) to be installed. Upon approval, the applicant will be required to comply with all applicable conditions and requirements outlined in the CPUD agreement.

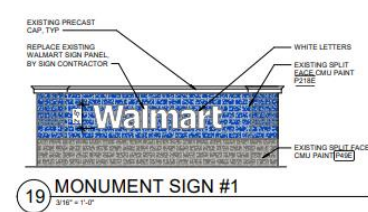
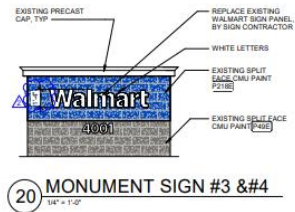
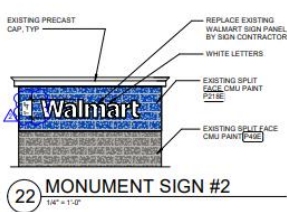
EXISTING SIGNAGE SCHEDULE								NEW SIGNAGE SCHEDULE							
NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.								NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.							
ETR / DEMO	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	TOTAL FONT / SHAPE AREA (SF)	TOTAL RECTANG / CIRCLE AREA (SF)	ETR / NEW	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	RECTANG AREA (SF)	TOTAL RECTANG AREA (SF)
SIDE SIGNAGE								SIDE							
DEMO	Walmart		WHITE	YES	1			NEW	Walmart	4'-0"	WHITE	YES	1	88.94	88.94
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38	NEW	Spark	6'-10"	YELLOW	YES	1	42.10	42.10
DEMO	Auto Center	2'-0"	WHITE	NO	1	31.47	31.47						2		131.04
SIDE SIGNAGE								FRONT							
								NEW	Walmart	4'-6"	WHITE	YES	1	112.57	112.57
								NEW	Spark	7'-9"	YELLOW	YES	1	53.28	53.28
								NEW	Grocery	2'-6"	WHITE	NO	1	42.95	42.95
								NEW	Home & Fashion	2'-6"	WHITE	NO	1	73.60	73.60
								NEW	Pickup ->	2'-0"	WHITE	YES	1	32.86	32.86
								NEW	Wine & Spirits	1'-6"	WHITE	NO	1	27.39	27.39
								NEW	Address Numbers	1'-0"	WHITE	NO	1	0.00	0.00
								NEW	Outdoor	2'-0"	WHITE	NO	1	24.96	24.96
								NEW	-Auto Care	1'-6"	WHITE	NO	1	20.01	20.01
FRONT SIGNAGE								FRONT							
								9							
								387.62							
AUTO CARE								AUTO CARE							
DEMO	Tire	1'-0"	WHITE	NO	4	3.13	12.52	NEW	Auto Care	2'-0"	WHITE	NO	1	28.16	28.16
DEMO	Lube	1'-0"	WHITE	NO	4	2.38	9.52	NEW	Oil Change	1'-0"	WHITE	NO	4	9.51	38.04
								NEW	Tire	1'-0"	WHITE	NO	4	2.89	11.56
								NEW	Numerals	1'-3"	WHITE	NO	8	1.56	12.48
TOTAL BUILDING SIGNAGE								AUTO CARE							
607.58								17							
								Grand total: 28							
								608.90							

EXISTING SIGNAGE SCHEDULE:
1. REVISED GRAPHIS OF SCHEUDLE IN ITS ENTIRETY

NEW SIGNAGE SCHEDULE:
1. REVISED GRAPHICS OF SCHEUDLE IN ITS ENTIRETY
2. REVISED SIDE SIGNS TOTAL SQ FT
3. REVISED FRONT SIGNS TOTAL SQ FT
4. REVISED AUTO CARE SIGNS TOTAL SQ FT
5. REVISED GRAND TOTAL SIGNS SQ FT

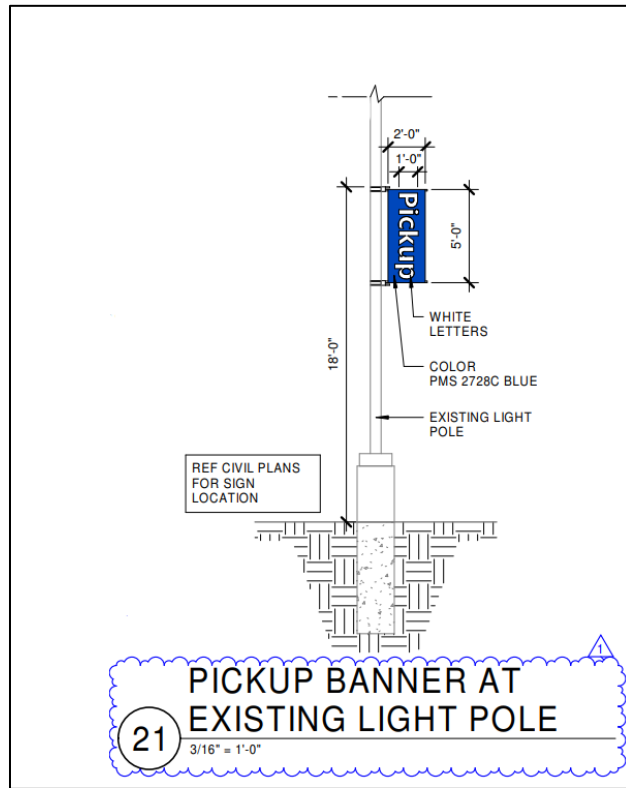
Monument Signs

The applicant proposes face changes only to the existing four (4) monument signs. Sheet A2.1 reflects the face changes and location of the monument signs.



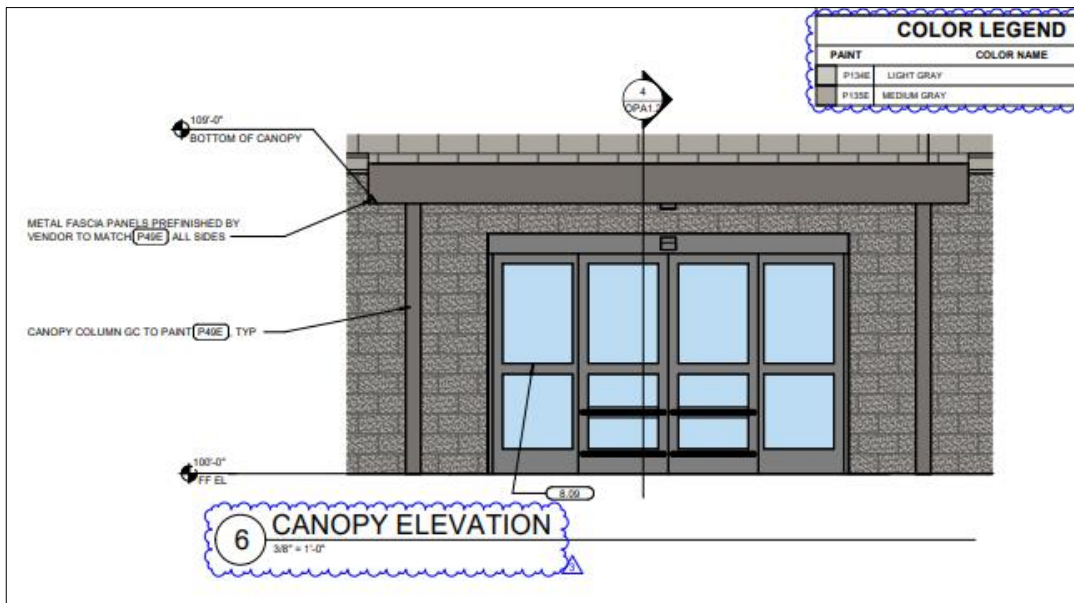
Pickup Banner

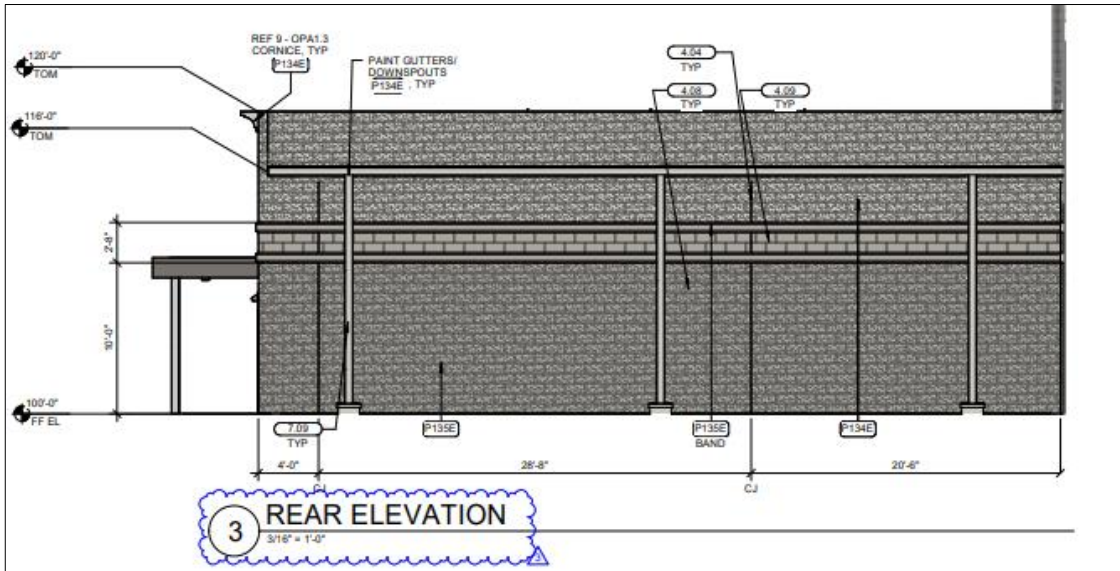
The original proposal included a new 2'X5' pickup banner to be installed on an existing light pole within the parking lot. The background is Wal-Mart blue with white lettering "Pickup". Following the feedback from the LPA Board meeting, Wal-Mart has decided to withdraw the request. The image of the banner is located below:



Canopy:

The applicant is requesting approval for the installation of a canopy on the previously approved addition and has updated the color legend to reflect the light and medium gray instead of the original dark gray.





Exterior Paint

The applicant is requesting repaint utilizing the colors below:

COLOR LEGEND		
PAINT	COLOR NAME	
P5E	SAFETY YELLOW	
P21E	SAFETY RED	
P33E	CREAM	
P36E	BLACK	
P134E	LIGHT GRAY	
P135E	MEDIUM GRAY	
P140E	WHITE	
P218E	TRUE BLUE	

In accordance with Section 6.05.07.C. of the City’s Land Development Code, regarding predominant exterior color states that all building or structure wall colors shall be restricted to muted pastel or earth-tone shades. The use of black or fluorescent colors is prohibited as a predominant exterior building color.

Building Department

Signs are permitted separately; Installation of New Canopy is a separate permit.

Fire Department

All work shall conform with the 8th edition of the Florida Fire Prevention Code. NFPA 1, 1.14.4 Review and approval by the Authority Having Jurisdiction shall not relieve the applicant of the responsibility of compliance with this Code.

PUBLIC NOTIFICATION

On February 20, 2026, the Applicant sent notification to property owners located within 300 feet of the proposed petitions. Two (2) public notification signs were installed to inform the public about the Local Planning Agency and the Commission’s Public Hearings.

STAFF RECOMMENDATION

Staff find that the proposed updates to the existing signs are consistent with the Land Development Code; however, staff do not support increasing the square footage of the previously approved signage.

Staff do find the proposed monument signs face change as well as the new canopy on the previously approved addition to be consistent with the City’s Land Development Regulations and Comprehensive Plan.

The request for the new Pickup banner on the existing light pole in the parking lot is not a permitted sign in the City’s Land Development Code and was not recommended by the LPA Board, the applicant has since pulled that request from the list and is based off of Commission approval; staff did not recommend approval of the additional sign.

The request to repaint the Wal-Mart building in a predominantly gray color does not comply with Section 6.05.07.C of the City’s Land Development Code, which requires all building and structure wall colors to be limited to muted pastel or earth-tone shades; staff is not recommending approval.

LOCAL PLANNING AGENCY RECOMMENDATION

The item was presented to the Local Planning Agency (LPA on March 12, 2026. The Board recommended approval of the following:

- Approval of the proposed canopy
- Approval of the monument signs changes
- Approval of the wall signs with the condition that the signs must stay within 607.58 square-foot of signage space.

The LPA did not recommend the proposed pick-up banner sign to be located in the parking lot as well as the proposed color scheme. The LPA Board recommended that the color scheme be a lighter shade that meets the Stuart Code Requirements. For example, different shades for the trim and shutter awnings to show the architectural features of the building.



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

Received by: _____

Reviewed by: _____

Planned Unit Development (PUD) Amendment Application

Project ID# MJPD-25-6
 (Staff Entry)

Pre-App Conference Date: 9/5/2024	Application Date: 10/8/2025
--------------------------------------	--------------------------------

SITE INFORMATION

Project Name: 1087 Walmart Signage	Parcel ID#: 383841020001000100
Site Address: 4001 SE Federal HWY., Stuart, FL	
Subdivision:	Lot(s):
Site Acreage: 33.99 acres, no change	Flood Zone/Base Flood Elevation: X
Existing Zoning District / CRA Subdistrict (if applicable): CPUD: Commercial PUD	
Proposed Zoning District / CRA Subdistrict (if applicable): No change	
Current Comprehensive Plan Future Land Use Designation: No change	
Proposed Comprehensive Plan Future Land Use Designation: No change	
Existing Land Use: Retail/Commercial	Proposed Land Use: No change
Proposed Square Footage (if applicable): Existing sign square footage - 607.58. Proposed sign square footage - 750.58.	Proposed Density (if applicable): NA

PETITIONER INFORMATION

Property Owner: Wal-Mart Stores East LP - Jeffery Bruce	Phone Number / Email Address: 479-273-4000 - Jeffrey.Bruce@walmart.com
Property Owner's Mailing Address: 2608 SE J Street, Bentonville, AR 72712	
Applicant (if not Owner): HFA-AE, LTD. - Christine Brooks	Phone Number / Email Address: 479-644-0760 Christine.Brooks@HFA-AE.com
Applicant's Mailing Address: 1705 S Walton Blvd, Suite 3, Bentonville, AR 72712	
Agent/Contact Person: Christine Brooks	Phone Number / Email Address: 479-644-0760 Christine.Brooks@HFA-AE.com
Agent's Mailing Address: 1705 S Walton Blvd, Suite 3, Bentonville, AR 72712	
Architect: HFA-AE, LTD - Bogue Ebbrecht	Engineer: NA
Planner: NA	Landscape Architect: NA

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Coby Stauffer

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 Major PUD Amendment for paint and signage in the City of Stuart, FL.
3. That he/she has appointed Christine Brooks to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Walmart

Signature of Owner:
[Signature]
2608 SE J St,

Street Address
NA

P.O. Box
479-420-0917

Telephone Number

coby.stauffer@walmart.com

Email Address:

Coby Stauffer - Senior Design Manager

By: Name/Title
Bentonville, AR 72712

City, State, Zip Code
NA

City, State, Zip Code
NA

Fax Number

Arkansas

STATE OF ~~FLORIDA~~, COUNTY OF Benton

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

14th day of October, 2025 By Kristen Howard

Personally Known OR Produced Identification
Type of Identification Produced:

[Signature]
Notary Public

My Commission expires:
APR 16, 2032



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: HFA-AE, LTD. - Christine Brooks
Title: Permit Manager
Company: HFA-AE, LTD.
Company Address: 1705 S Walton Blvd., Suite 3,

City/State/Zip Code: Bentonville, AR 72712
Telephone Number: 479-644-0760
Facsimile Number: NA
Email Address (optional): Christine.Brooks@HFA-AE.com

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

1. Signed this 10th day of July, 2025.

Christine Brooks

Digitally signed by Christine Brooks
DN: C=US, E=christine.brooks@hfa-ae.com, O=HFA-AE, OU=Permit Admin II,
CN=Christine Brooks
Date: 2025.07.10 08:16:58-04:00

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

Application Requirements

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.

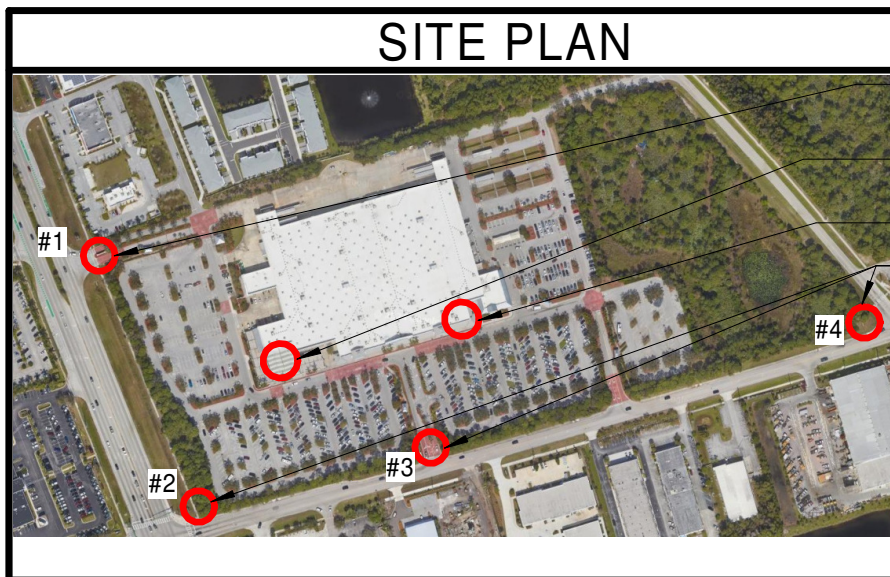
(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

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)



EXISTING MONUMENT SIGN LOCATION ON SITE
LAWN AND GARDEN CENTER PICKUP
EXISTING MONUMENT SIGN LOCATION ON SITE



DEMOLITION NOTES

- NOT USED
- REMOVAL OF BUILDING MOUNTED ITEMS, SHOWN OR NOTED TO BE DEMOLISHED OR AS REQUIRED BY SCOPE OF WORK, SHALL OCCUR PRIOR TO PAINTING BUILDING
- COORDINATE DEMOLITION WORK SO EXTERIOR PAINTING WILL OCCUR PRIOR TO INSTALLATION OF BUILDING MOUNTED ITEMS

COLOR LEGEND

PAINT	COLOR NAME
P49E	SAFETY YELLOW
P21E	SAFETY RED
P33E	CREAM
P30E	BLACK
P140E	WHITE
P218E	TRUE BLUE

HATCH LEGEND

- EIFS AREA TO BE RESURFACED (REF SPECS)
- EIFS AREA EXISTING TO REMAIN

SHEET NOTES

- PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS NOTED BY REF DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS
- RESURFACE EXISTING EIFS WHERE SHOWN (HATCHED AREA)
- NOT USED
- PRIOR TO PAINTING WALL AT LOCATION(S) OF LIT ID LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WALMART CM
- IF PAINTING ADJACENT WALLS PAINT HOLLOW METAL STEEL DOORS, FRAMES, AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH PRIMARY ADJACENT BUILDING COLOR UNO
- PAINT ANY ROOFTOP GAS PIPING [P5E]
 - WHERE EXTERIOR WALL IS BEING PAINTED, GAS PIPE ALONG SIDE WALL TO GRADE SHALL MATCH ADJACENT BUILDING
 - DO NOT PAINT METER OR VALVES
- IF PAINTING ADJACENT WALLS PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL UNO
- WHERE CANOPIES ARE VISIBLE TO AND ACCESSED BY CUSTOMERS, PAINT UNDERSIDE OF CANOPY DECK (P33E) DO NOT PAINT CANOPY DECK IF NOT PREVIOUSLY PAINTED
- PAINT ALL EXTERIOR ENTRY BOLLARDS TO MATCH EXISTING COLOR UNLESS NOTED TO RECEIVE PLASTIC BOLLARD SLEEVE, REF SP SHEETS
- PAINT SECURITY WALL PACK HOUSINGS TO MATCH ADJACENT WALL, REMOVE PAINT OVERSPRAY FROM LENSES
- DO NOT PAINT LED WALL PACK HOUSINGS
- PAINT GARDEN CENTER FENCE STEEL DOORS AND FRAMES (P36E)
- NOT USED
- DO NOT PAINT STONE VENEER, FACE BRICK, QUIK BAK, AGGREGATE PRECAST PANELS/TILT WALLS, UNPAINTED PRECAST CARBS, UNPAINTED WOOD, CLAY TILES, ANODIZED ALUMINUM, AND VINYL WRAPPED ELEMENTS.
- NOT USED
- PAINT JIB CRANE (P36E) ON JIB BOOM, (P5E) ON HANDRAILS
- PAINT SPRINKLER VALVES (P21E)
 - DO NOT PAINT OVER SIGHT GLASS OR FIRE ALARM BELL
- REPLACE EXISTING NON-GRAY SLATS WITH GRAY SLATS



STIPULATION FOR REUSE
THIS DRAWING IS THE PROPERTY OF HFA-AE, L.T.D. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HFA-AE, L.T.D.



ISSUE BLOCK

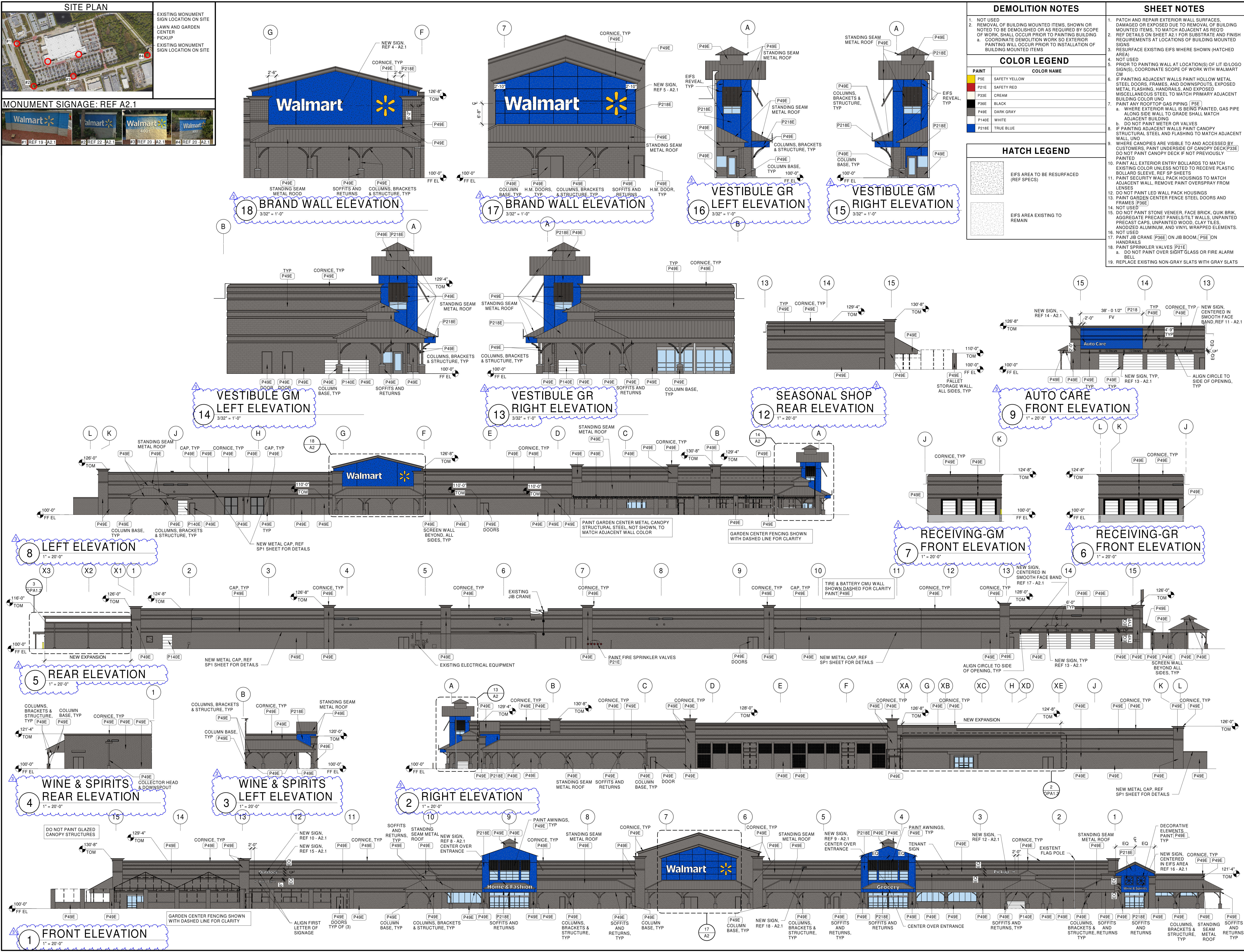
NO.	DESCRIPTION	DATE
1	PR#1	12/10/24
2	PR#2	01/22/25
3	PR#4	09/04/25

CHECKED BY: JM/SM
DRAWN BY: JH
DOCUMENT DATE: 08/15/24
PROTO: 192
PROTO CYCLE: 05/31/24



Bogus L. Ebrecht, Architect
License AR92828
HFA-AE, L.T.D.
Qualifier Lic. AR92828

EXTERIOR ELEVATIONS
SHEET: A2



HFA-AE, L.T.D. 1705 S. WALTON BLVD., SUITE 3, BENTONVILLE, AR 72712
 BOGUS L. EBRECHT, ARCHITECT, LICENSE AR92828, STATE OF FLORIDA
 08/15/24 10:00 AM

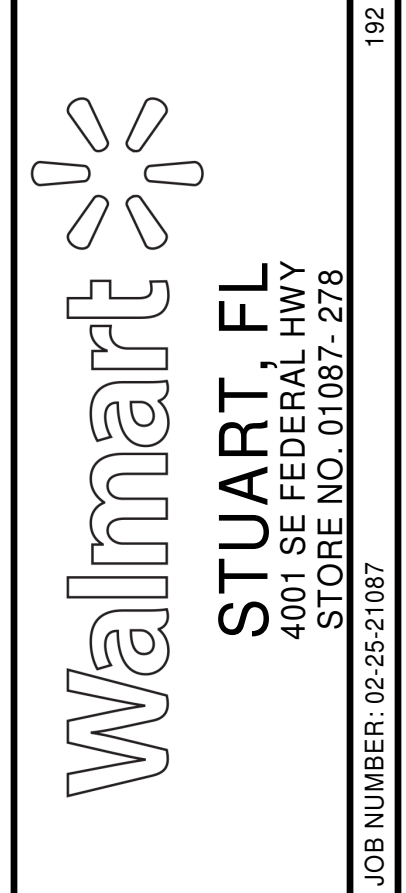
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ETR / DEMO	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	TOTAL FONT / SHAPE AREA (SF)	TOTAL RECTANG / CIRCLE AREA (SF)
SIDE SIGNAGE							
DEMO	Walmart	4'-6"	WHITE	YES	1		
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38
DEMO	Auto Center	2'-0"	WHITE	NO	1	31.47	31.47
FRONT SIGNAGE							
DEMO	Walmart	4'-6"	WHITE	YES	1		
DEMO	Spark	4'-6"	YELLOW	YES	1	198.38	198.38
DEMO	Home & Pharmacy	1'-6"	WHITE	NO	1	35.13	35.13
DEMO	Grocery	1'-6"	WHITE	NO	1	14.48	14.48
DEMO	Lawn & Garden	2'-0"	WHITE	NO	1	41.02	41.02
DEMO	Pickup	2'-0"	WHITE	YES	1		
DEMO	Spark	2'-6"	YELLOW	YES	1	66.68	66.68
AUTO CARE							
DEMO	Tire	1'-0"	WHITE	NO	4	3.13	12.52
DEMO	Lube	1'-0"	WHITE	NO	4	2.38	9.52
TOTAL BUILDING SIGNAGE							
						607.58	17

NEW SIGNAGE SCHEDULE							
NOTE: THE SQUARE FOOTAGE IS NOT REQUIRED FOR THE SIGNAGE SHOWING 0.00 SF.							
ETR / NEW	SIGNAGE	HEIGHT	COLOR	ILLUMINATED	QTY	RECTANG AREA (SF)	TOTAL RECTANG AREA (SF)
SIDE							
NEW	Walmart	4'-0"	WHITE	YES	1	88.94	88.94
NEW	Spark	6'-10"	YELLOW	YES	1	42.10	42.10
FRONT							
NEW	Walmart	4'-6"	WHITE	YES	1	112.57	112.57
NEW	Spark	7'-9"	YELLOW	YES	1	53.28	53.28
NEW	Grocery	2'-6"	WHITE	NO	1	42.95	42.95
NEW	Home & Fashion	2'-6"	WHITE	NO	1	73.60	73.60
NEW	Pickup ->	2'-0"	WHITE	YES	1	32.86	32.86
NEW	Wine & Spirits	1'-6"	WHITE	NO	1	27.39	27.39
NEW	Address Numbers	1'-0"	WHITE	NO	1	0.00	0.00
NEW	Outdoor	2'-0"	WHITE	NO	1	24.96	24.96
NEW	<Auto Care	1'-6"	WHITE	NO	1	20.01	20.01
AUTO CARE							
NEW	Auto Care	2'-0"	WHITE	NO	1	28.16	28.16
NEW	Oil Change	1'-0"	WHITE	NO	4	9.51	38.04
NEW	Tire	1'-0"	WHITE	NO	4	2.89	11.56
NEW	Numerals	1'-3"	WHITE	NO	8	1.56	90.24
Grand total: 28							
						28	608.90

- ### SIGNAGE GENERAL NOTES
- SIGNAGE FURNISHED BY WALMART AND INSTALLED BY GC THROUGH OWNER ASSIGNED SIGN CONTRACTOR
 - ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON BUILDING UNTIL GC SIGN COMPANY IS ON SITE
 - EXISTING SIGNAGE WILL THEN BE REMOVED, PATCH AND REPAIR WORK WILL BE COMPLETED AT SIGN LOCATIONS, AND SIGNAGE WILL BE INSTALLED PER PLANS
 - A TEMPORARY BANNER WILL BE INSTALLED PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE
 - BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND SIGNAGE IS INSTALLED
 - TEMPORARY BANNER WILL BE APPROXIMATELY 125 SF, 5' x 25'
 - EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK OF CONSTRUCTION SCHEDULE
 - GC RESPONSIBILITIES
 - BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGN(S) WILL BE INSTALLED
 - IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SPECS
 - NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION
 - PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE, REF SIGN DETAILS FOR LIGHTED ID/LOGO SIGNS
 - PROVIDE JUNCTION BOXES AND CIRCUITRY TO "Walmart" and "Spark" SIGNAGE
 - EXISTING (8) BOXES FROM "WAL-MART" SIGNAGE MAY BE REUSED
 - PROVIDE JUNCTION BOXES AND CIRCUITRY TO TENANT SIGNAGE LOCATION SHOWN, REF ELEC
 - INSTALL ACCESS DOORS AND FRAMES IN GYPSUM BOARD CEILING IF REQ'D BY RELOCATION OF EXISTING TENANT SIGNAGE
 - VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE, REF ELEC
 - MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE STUD MOUNTED BUILDING SIGNS, UNLESS NOTED OTHERWISE
 - REMOVE ALL LIT ID/LOGO SIGNS AND UNLIT EXTERIOR STUD MOUNTED BUILDING SIGNS, UNLESS NOTED OTHERWISE
 - MAKE REQ'D EXTERIOR WALL PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECS



STIPULATION FOR REUSE: THE DRAWING AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF HFA-AE, L.T.D. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREIN. ANY REUSE OF THIS DRAWING OR INFORMATION FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HFA-AE, L.T.D. IS STRICTLY PROHIBITED. HFA-AE, L.T.D. SHALL BE RESPONSIBLE FOR THE PROTECTION OF THIS DRAWING AND ALL INFORMATION CONTAINED THEREIN.



ISSUE BLOCK		
1	PR#	09/04/25

CHECKED BY: JM/SJM
 DRAWN BY: JH
 DOCUMENT DATE: 08/15/24
 PROTO: 192
 PROTO CYCLE: 05/31/24

STATE OF FLORIDA
 BOGUE L. EBBRECHT
 REGISTERED ARCHITECT
 AR98288

Bogus L. Ebbrecht, Architect
 License #AR98288
 HFA-AE, L.T.D.
 Qualifier Lic. #AR98288

This item has been digitally signed and sealed by BOGUE L. EBBRECHT 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.

EXTERIOR SIGNAGE

SHEET: A2.1

22 MONUMENT SIGN #2
1/4" = 1'-0"

20 MONUMENT SIGN #3 & #4
1/4" = 1'-0"

19 MONUMENT SIGN #1
3/16" = 1'-0"

18 SIGNAGE
1/4" = 1'-0"

17 1'-0" TIRE SIGN
1/4" = 1'-0"

16 1'-6" WINE & SPIRITS SIGN
1/4" = 1'-0"

21 PICKUP BANNER AT EXISTING LIGHT POLE
3/16" = 1'-0"

15 1'-6" AUTO CARE SIGN (LEFT ARROW)
1/4" = 1'-0"

14 2'-0" AUTO CARE SIGN
1/4" = 1'-0"

13 NUMERALS SIGN
1/2" = 1'-0"

12 2'-0" PICKUP (RIGHT ARROW)
1/4" = 1'-0"

11 1'-0" OIL CHANGE SIGN
1/4" = 1'-0"

10 2'-0" OUTDOOR SIGN
1/4" = 1'-0"

9 2'-6" GROCERY
1/4" = 1'-0"

8 2'-6" HOME & FASHION
1/4" = 1'-0"

7 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"

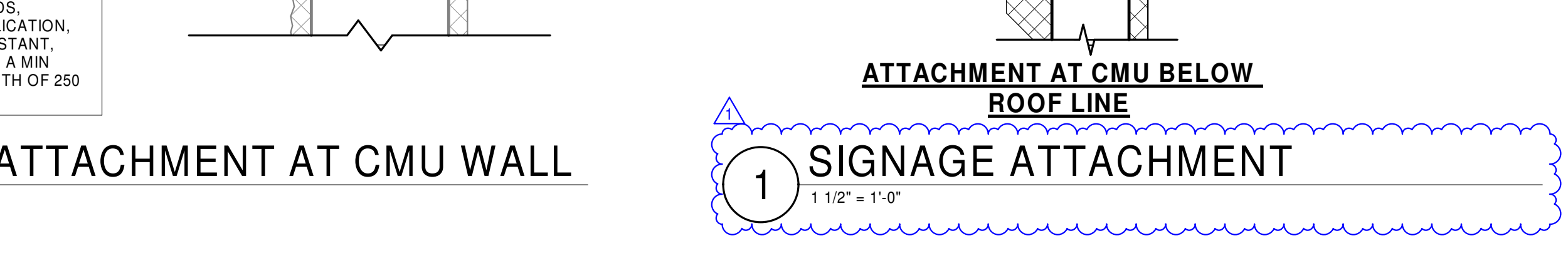
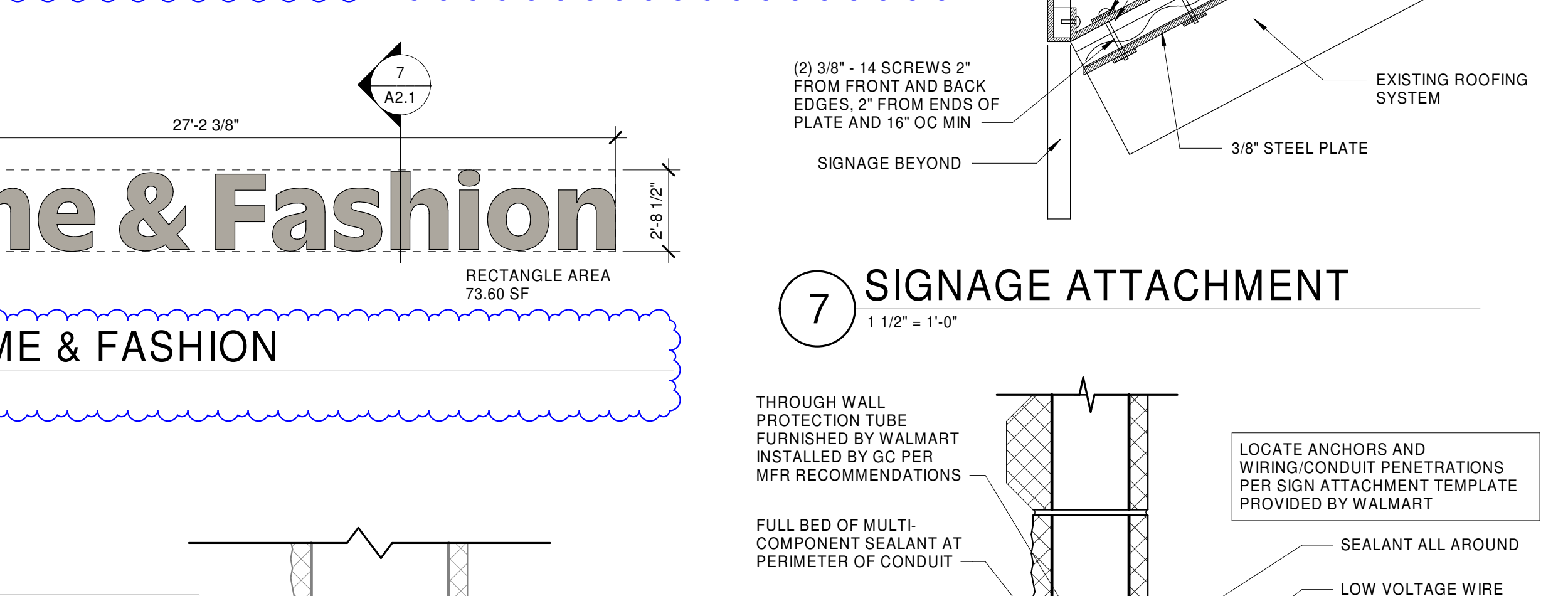
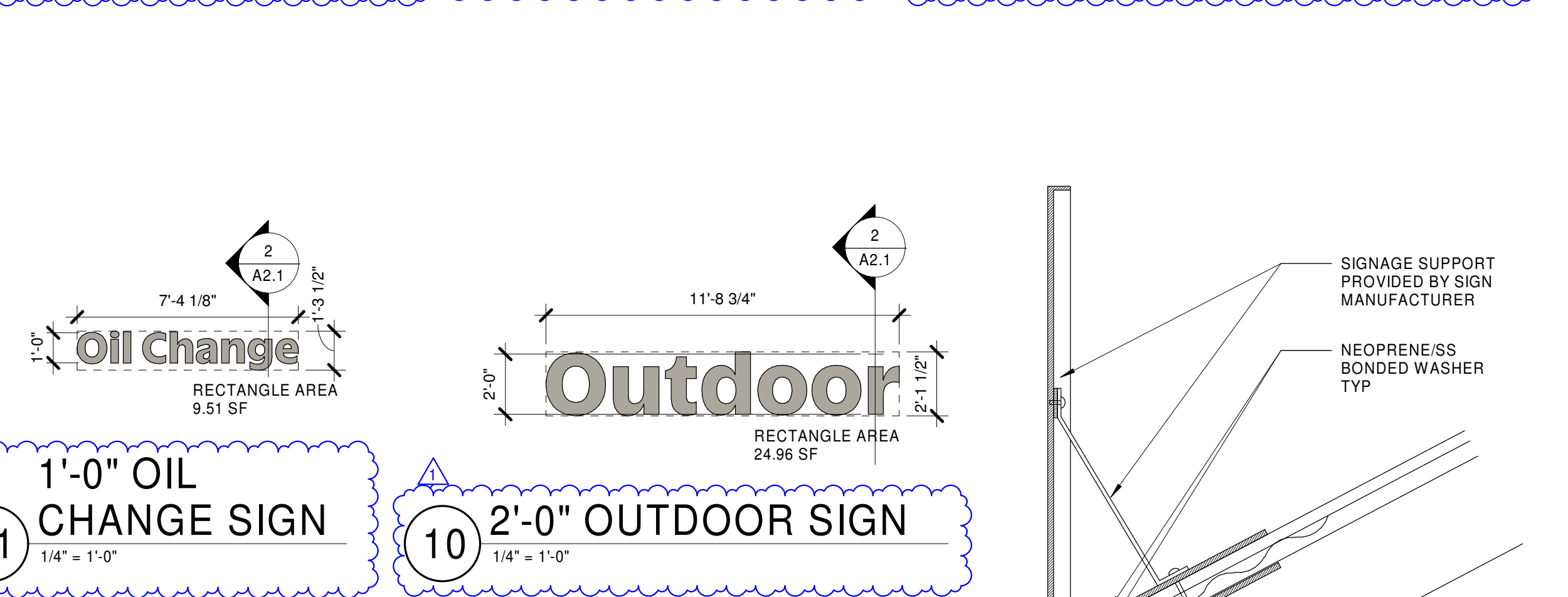
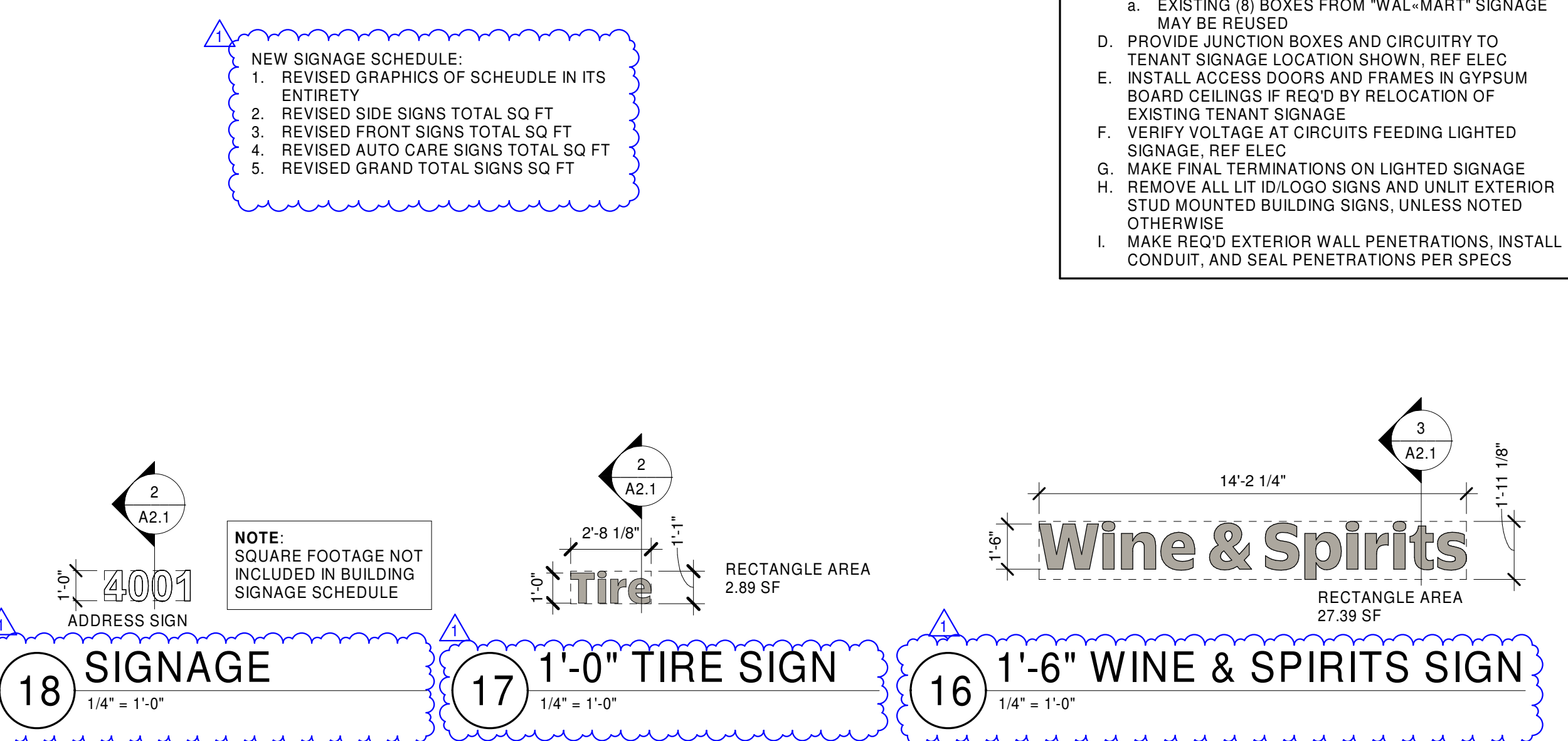
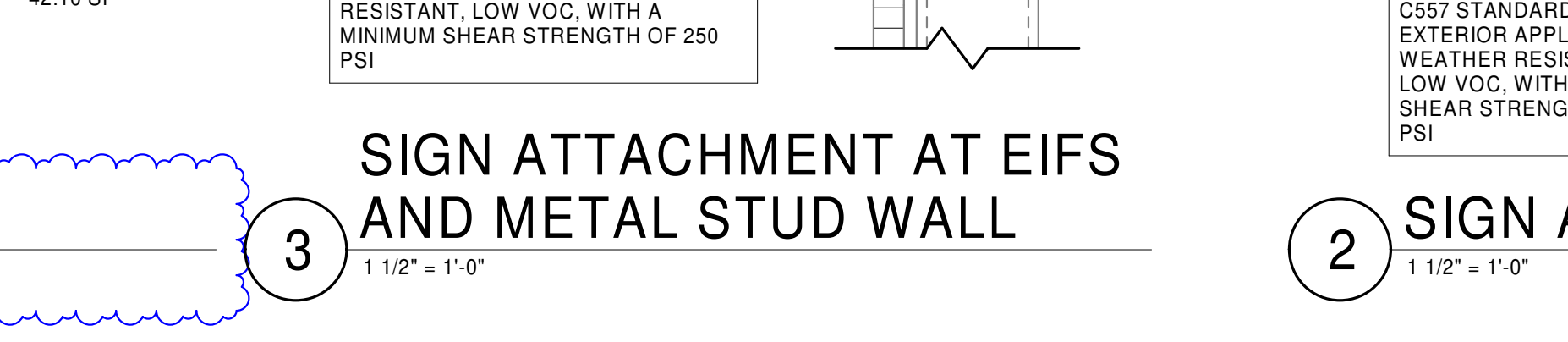
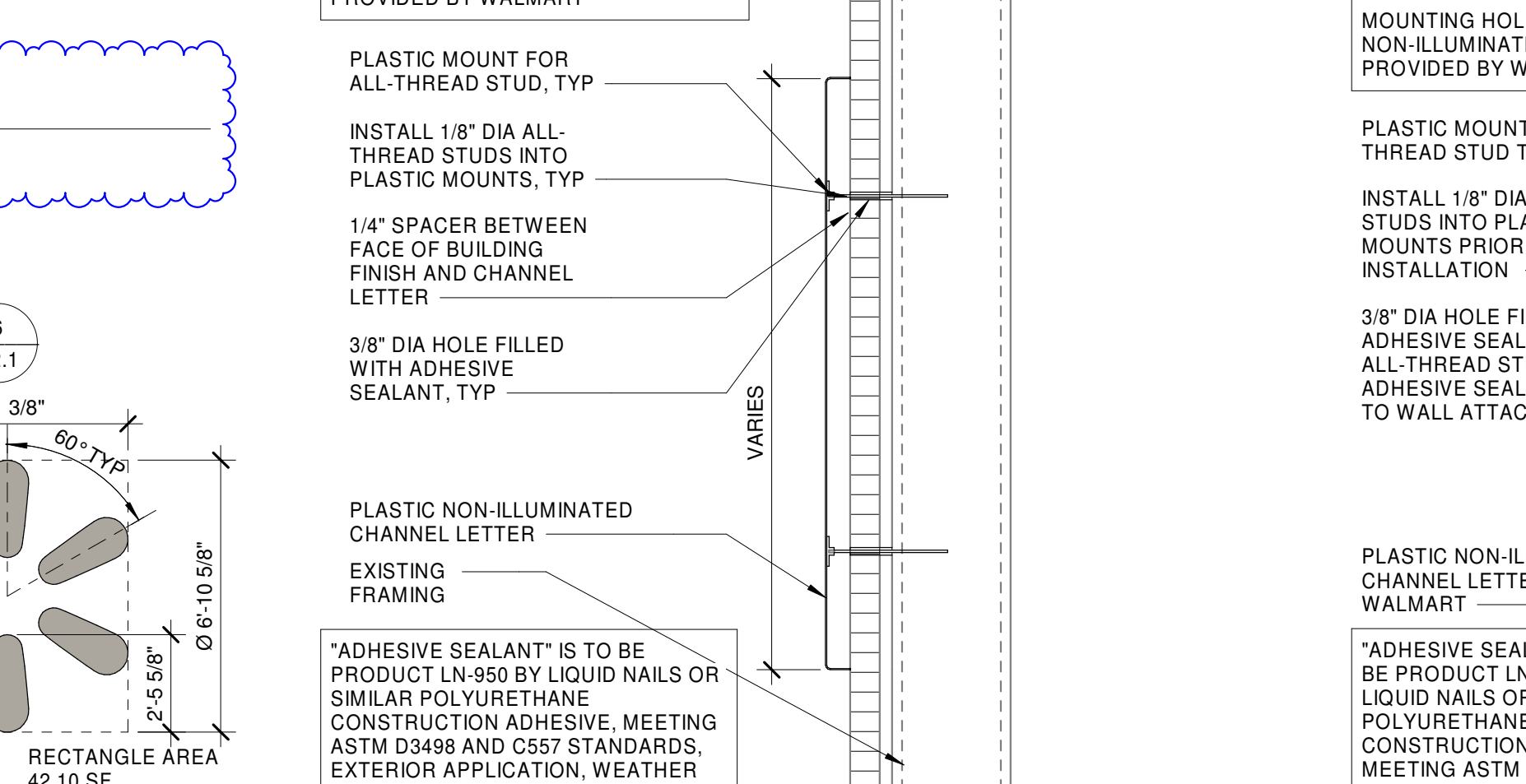
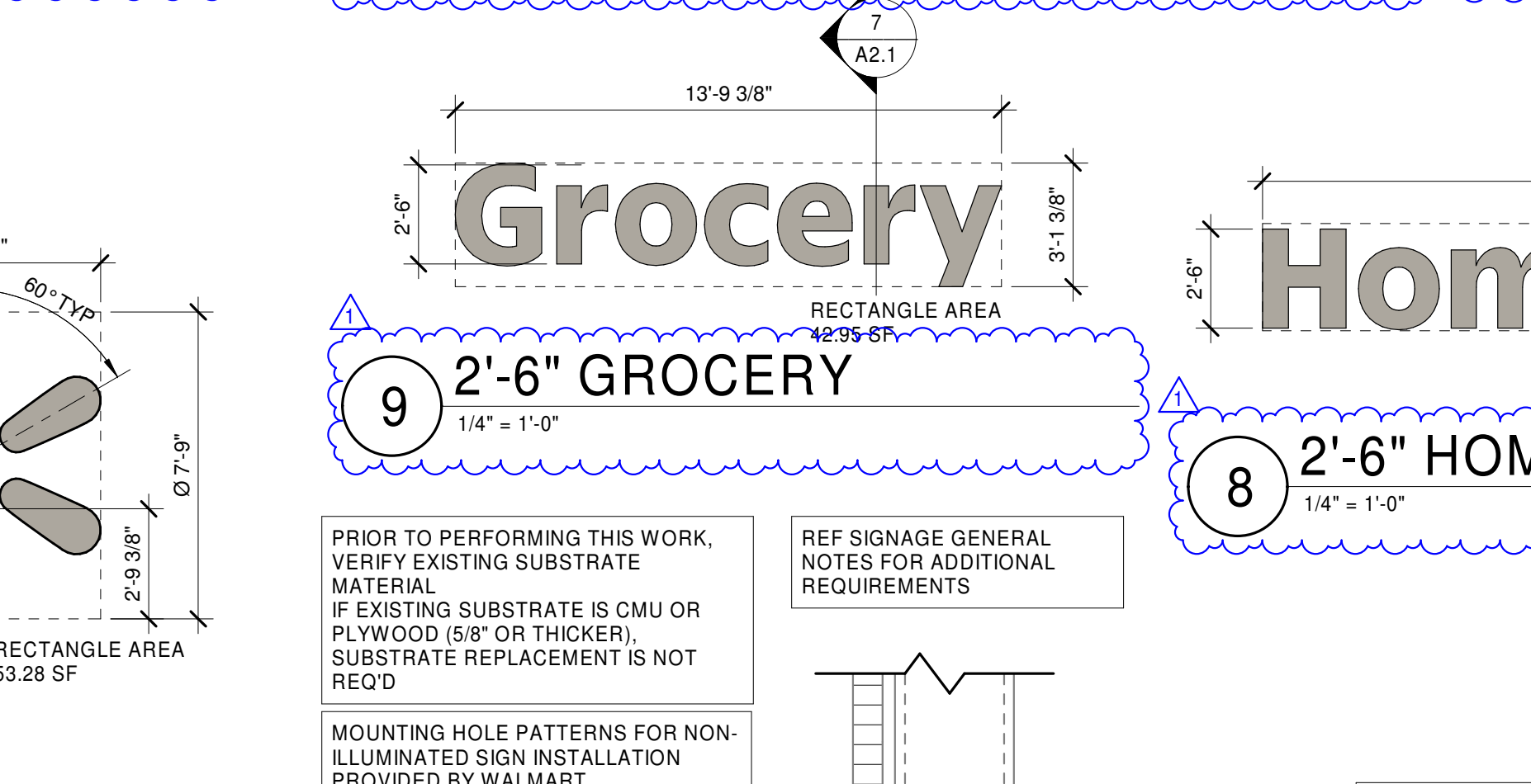
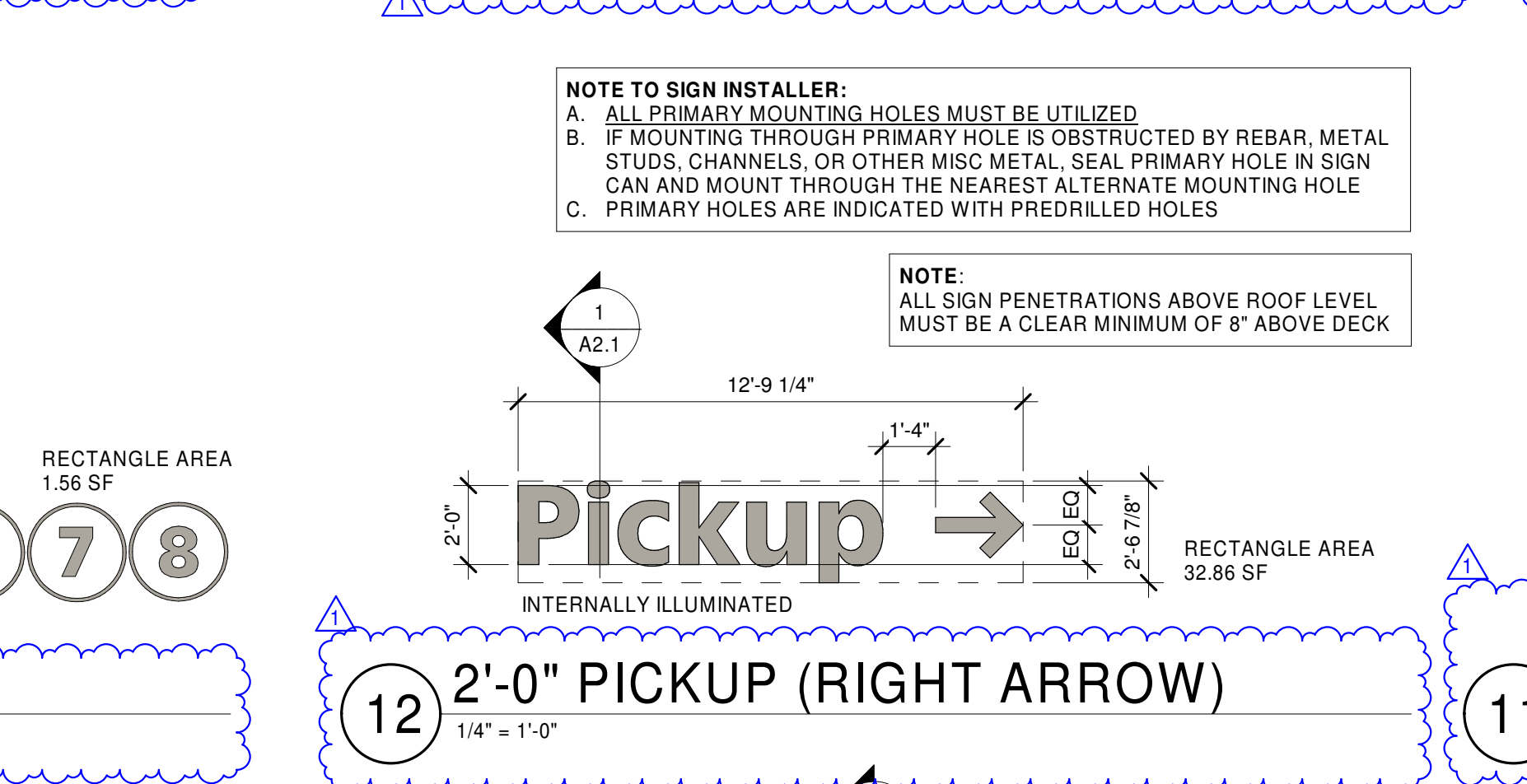
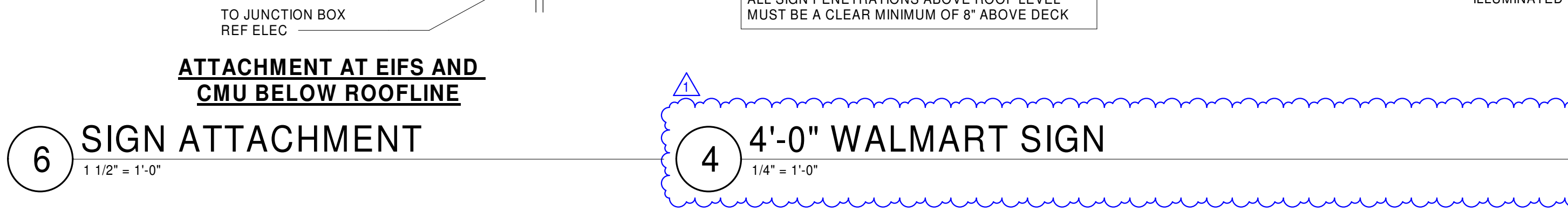
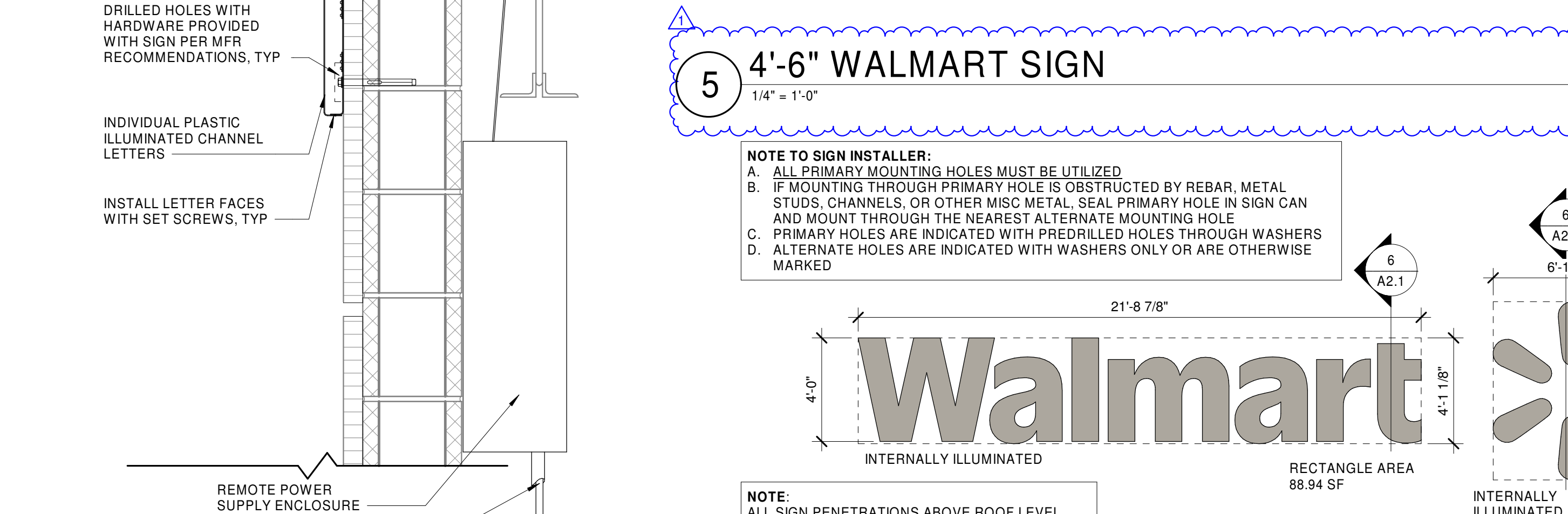
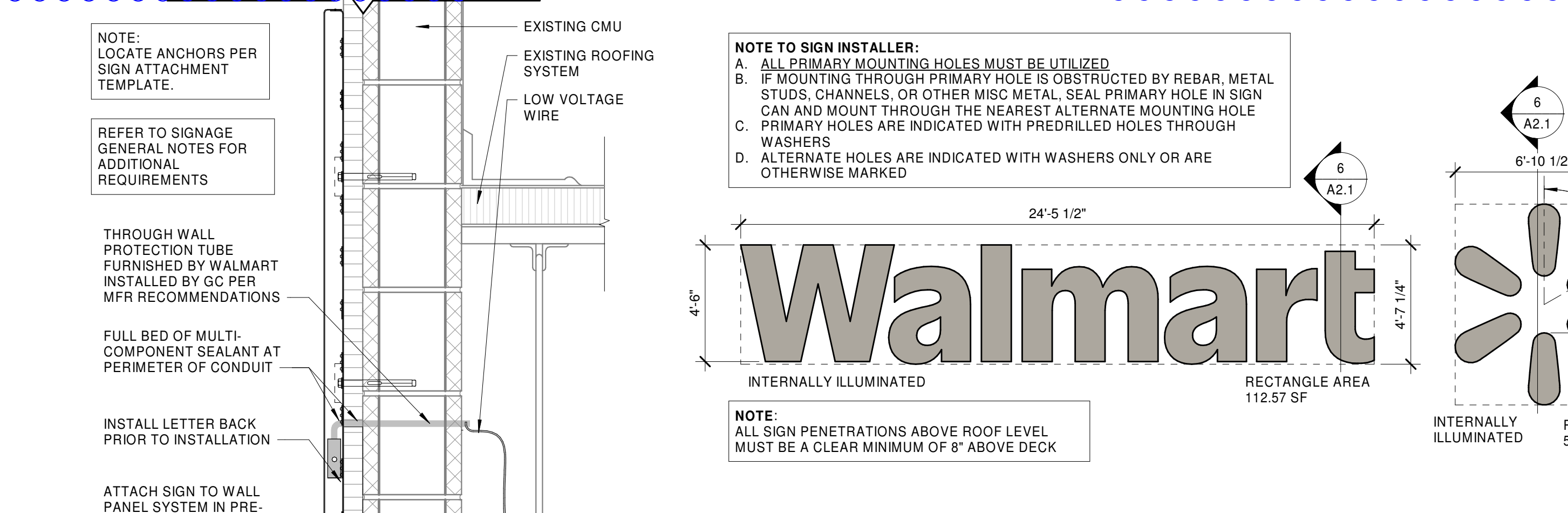
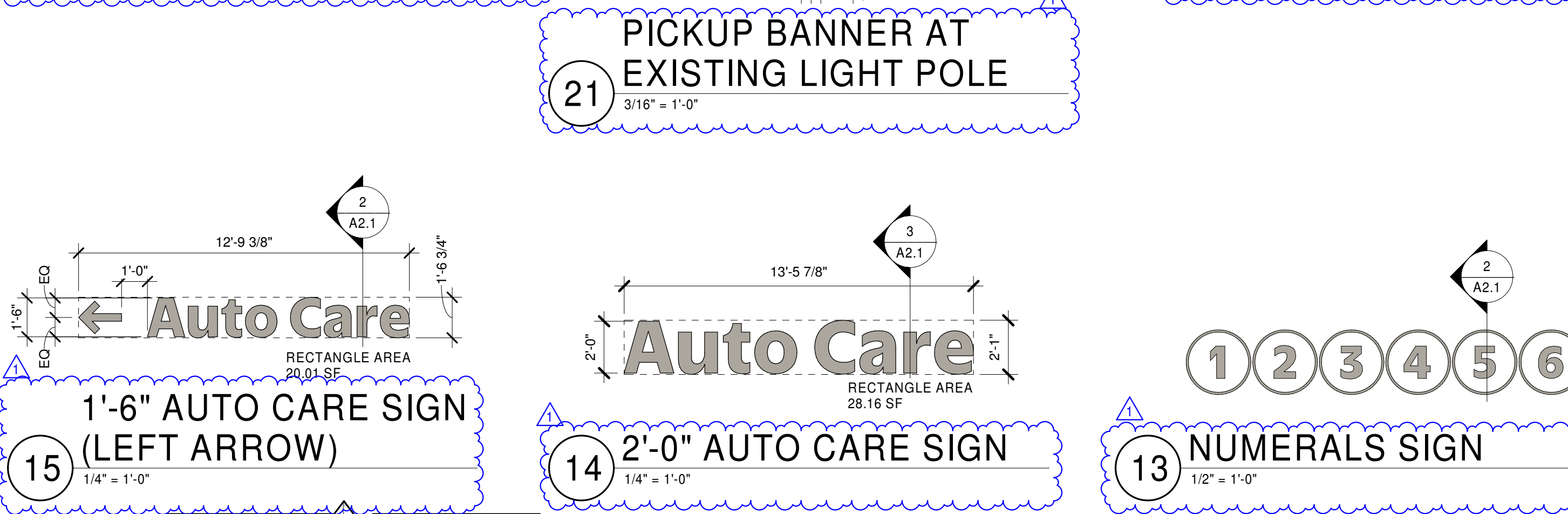
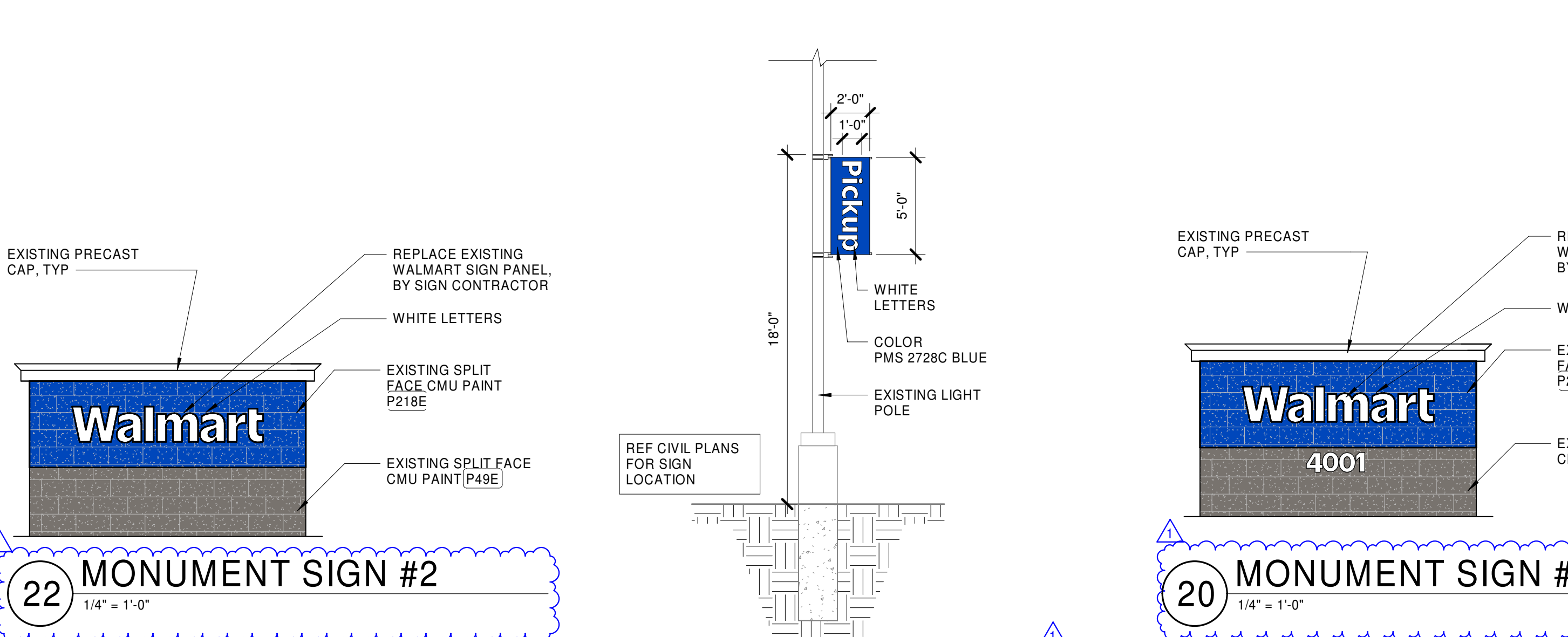
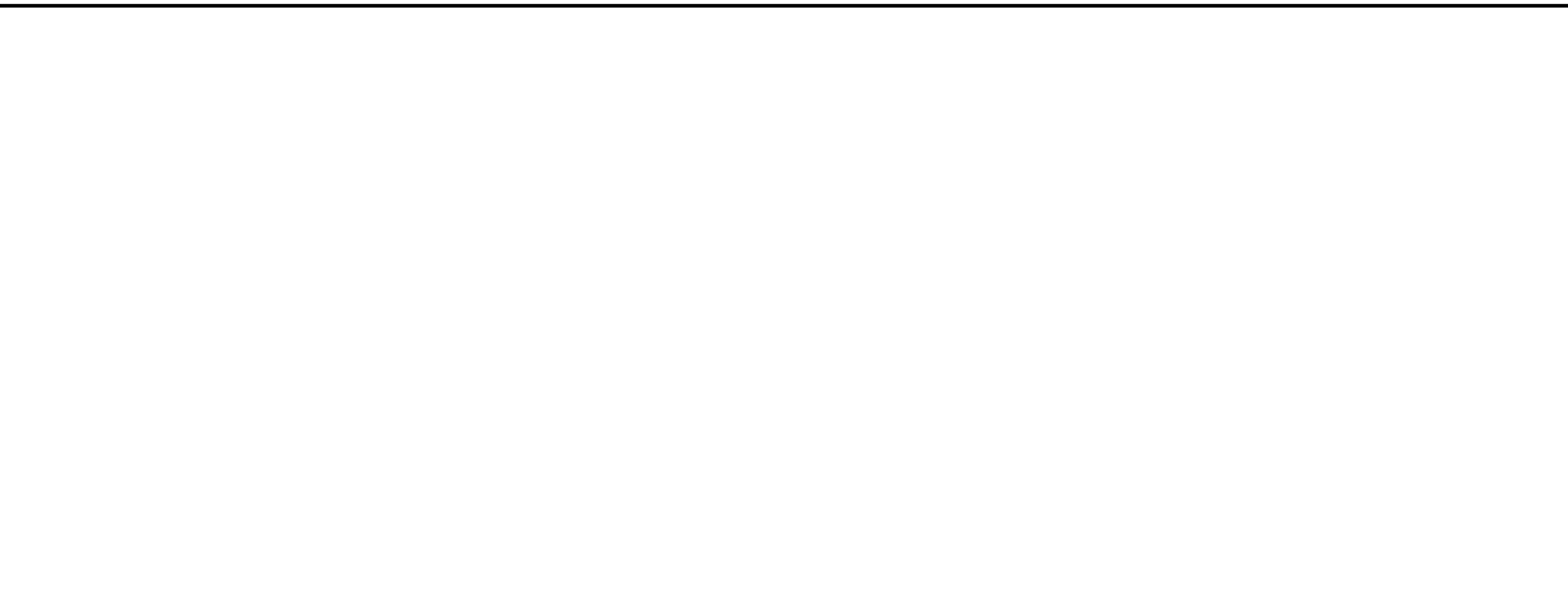
5 4'-6" WALMART SIGN
1/4" = 1'-0"

4 4'-0" WALMART SIGN
1/4" = 1'-0"

3 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL
1 1/2" = 1'-0"

2 SIGN ATTACHMENT AT CMU WALL
1 1/2" = 1'-0"

1 SIGNAGE ATTACHMENT
1 1/2" = 1'-0"



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

Meeting Date: 4/13/2026

Prepared by: Jodi Nentwick

Title of Item:

CENTRAL PARKWAY BLINKING LIGHT

Summary Explanation/Background Information on Agenda Request:

At the March 9th City Commission meeting, during public comments, a resident expressed concern regarding the recent installation of a blinking (flashing) light along Central Parkway, located near the new onsite street parking for the Sailfish Cay Residential Development.

Commissioner Reed directed staff to bring the matter back for further discussion.

Funding Source:

N/A

Recommended Action:

Staff Presentation

ATTACHMENTS:

1. 03092026 - CCM - Minutes

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MARCH 9, 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, Roz Johnson Strong
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 - STUDENT DANCE PERFORMANCE

Layla Ford sang "My Worship".

PROCLAMATIONS

2. LYRIC THEATRE CENTENNIAL CELEBRATION - MARCH 15, 2026

Kia Fontaine, President and CEO of the Lyric Theatre, accepted the Proclamation and briefly shared the purpose and accomplishments over the decades of the historic theatre.

3. IRISH AMERICAN HERITAGE MONTH - MARCH

Not present; Proclamation will be sent to the requestor.

PRESENTATIONS

4. SERVICE AWARDS - MARCH 2026

Ryanne Powers-Cavo	City Attorney's Office	10 years
Michelle Arbuzow	Development Department	10 years

5. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MONTEREY ROAD AT FEC RAILROAD CROSSING GRADE SEPARATION PROJECT

Robert Lopez and Tonya Kristoff-Powder of Florida Department of Transportation presented; announced upcoming virtual and in-person public meetings scheduled for this week.

The Commissioners participated in a discussion with FDOT representatives.

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Commented on the interviews for the City Manager position and thanked staff for their organization.
- Thanked Jim Chrulski, Community Services Director, for his legislative update.

Commissioner Clarke

- Thanked staff for the coordination of the City Manager interviews.
- Noted that the Commission are not to approve the City Manager Screening Committee Minutes, Item #6.
- Commented on the land use change approval process and the ex-parte requirements.
- Expressed appreciation to Jim Chrulski and the Community Services Department for their monthly event calendar.

Vice-Mayor Reed

- Commented on traffic concerns and felt funds should be spent on improvements.
- Requested an update pertaining to Business Flare and Innovation Hub pertaining to property at Commerce Avenue and Indian Street.

Mayor Collins

- Commented on an email received from resident and board member, Bonnie Moser, asked for her patience while it is considered for a future agenda and until new City Manager is in place.
- Commented on resident Derrick Peterson's email pertaining to speeding on 5th Street; provided Police Chief with a traffic study for his review.
- Would like the Sailfish ballfields to go to referendum for any future proposed development; commented on long-range plans and its proximity to the Brightline Station. Gained majority consensus for the City Attorney to add it to a future agenda.

- Announced his upcoming Town Hall.

COMMENTS BY CITY MANAGER

Interim City Manager Johnson Strong

- Reported on "What's Good?" in the City and announced the promotions of Mechelle Arbuzow, Development Department to Planner II, and Paul Sandstrom in Tech Services to Information Technology Infrastructure Manager. Also reported that Police Officer Andreas Sudhoff is working with a German television show for police business as he served as a police officer in Munich, Germany.
- Reported on the hiring of a Finance Director and Senior Accountant.
- Provided City highlights: various successful events within the City such as the Sailfish Sprint, Treasure Coast Marathon, and Kiwanis Pancake Breakfast.
- Announced the upcoming Grand Opening of the Memorial Park Amphitheater on March 14th at 10:30 a.m.

APPROVAL OF AGENDA

5:16 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

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

1. William Rudge - Stuart; Requested a third party investigation into criminal allegations, submitted his written comments for the record.
2. Derrick Peterson - Stuart; Commented on concerns and request for assistance pertaining to speeding in his neighborhood, particularly on SW California Ave., 5th Street, SW 6th Street and Akron Avenue.
3. Louis Boglioli - Stuart; Provided a timeline of occurrences as the Interim City Manager and commented on the tensions with the Commission after his decline of requests that conflicted with policy or ethics.
4. **Barbara Grass - Stuart; Commented on Central Parkway and roadside parking (Vice Mayor Reed asked for D&D on the flashing lights at next CCM.)**
5. Merritt Matheson - Stuart; Commented on the lack of Robert's Rules of Order; provided clarification on Central Parkway for the record, addressed the ballfields and referendums, and feels it is a noble cause but cautioned not to be rushed.

APPROVAL OF CONSENT CALENDAR

6. ACCEPTANCE OF 2/13/2026 SCREENING COMMITTEE MINUTES.
APPROVAL OF 2/13/2026 SCM MINUTES AND 2/23/2026 CCM MINUTES (RC)

END OF CONSENT CALENDAR

5:43 PM MOTION: Approval of 2/13/2026 SCM Minutes and 2/23/2026 CCM Minutes.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

COMMISSION ACTION

7. SELECT CITY MANAGER FINALIST AND AUTHORIZE CITY ATTORNEY TO NEGOTIATE EMPLOYMENT AGREEMENT (RC):

RESOLUTION No. 17-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SELECTING A CANDIDATE AND AN ALTERNATE FOR THE POSITION OF CITY MANAGER, AUTHORIZING THE INTERIM CITY MANAGER TO EXTEND THE OFFER OF EMPLOYMENT, AND AUTHORIZING THE CITY ATTORNEY TO ENGAGE IN EMPLOYMENT AGREEMENT NEGOTIATIONS WITH THE FINALIST; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mayor Collins requested they refrain from an immediate motion and engage in a discussion first, requesting each Commissioner review their top choices. Commissioners identified some of the qualities they were looking for and found in the candidates.

6:18 PM MOTION: Approve Michael Giardino to be number one, and then Glen Adams to be number two.

MOVED BY: Sean Reed

SECONDED BY: Laura Giobbi

VOTE: Motion Passed 3/2. 6:22 PM

YES: Eula Clarke, Christopher Collins, Sean Reed

NO: Campbell Rich, Laura Giobbi

ORDINANCE SECOND READING

8. 400 S.E. OSCEOLA STREET REZONE TO COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2549-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING A +/-0.45 ACRE PARCEL LOCATED AT 400 S.E. OSCEOLA STREET WITHIN THE COMMUNITY REDEVELOPMENT AREA SPECIAL DISTRICT, FOR PROPERTY LEGALLY DESCRIBED AS LOTS 23, 24 AND 25, BLOCK 1, STYPMANN'S SUBDIVISION, FROM R-3 – RESIDENTIAL MULTI-FAMILY/OFFICE ZONING DESIGNATION TO COMMERCIAL PLANNED UNIT DEVELOPMENT DESIGNATION AND ADDING BARBERSHOP, BEAUTY SALONS, AND SPECIALTY SALONS AS ALLOWABLE USES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, swore in two (2) people: Jodi Kugler, Development Director, and Michael Benedetti, Owner and Applicant.

Commissioners stated their ex-parte communications and Development Director Kugler

presented the current zoning, the proposal to allow beauty salons.

Michael Benedetti read comments by Barber Salon owner, Xavier Underwood.

6:34 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

VOTE: Motion Passed 4/1.

YES: Eula Clarke, Campbell Rich, Laura Giobbi, Sean Reed

ABSTAIN: Christopher Collins (Form 8B filed on February 26, 2026)

9. AVONLEA COMMERCIAL CORNERS EAST MAJOR AMENDMENT TO THE NEW AVONLEA PUD FOR PARCEL D (LOT 11) (CPUD) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2550-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR THE THIRD AMENDMENT OF THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT, 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT, AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT, BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, FOR PROPERTY LEGALLY DESCRIBED BY EXHIBIT "A" ATTACHED; PROVIDING FOR A MAJOR AMENDMENT TO THE COMMERCIAL PLANNED UNIT DEVELOPMENT TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA COMMERCIAL EAST PARCEL D (LOT 11) TO BE IDENTIFIED AS AVONLEA COMMERCIAL CORNERS EAST; PROVIDING FOR REVISED AND NEW DEVELOPMENT CONDITIONS OF APPROVAL FOR PARCEL D (LOT 11); PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Baggett swore in four (4) people; Jodi Kugler, City Development Department, Nik Schroth, Applicant, George Missimer of Cotleur & Hearing, Arnaud Roux, Environmental Consultant and Heath Stocton, Elkhorn Engineering.

Commissioners stated their ex-parte communications.

Jodi Kugler presented the project and George Missimer, Cotleur & Hearing, provided a few points to add to the presentation from First Reading. All sworn members participated in the discussion with the Commission.

PUBLIC COMMENT:

1. Raj Patel - Palm City; Commented in favor of the project and recommended

leaving drainage issues up to the experts.

7:24 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

***** 7:25 PM RECESS *****

***** 7:39 PM RECONVENE *****

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

10. BACKGROUND INFORMATION AND SUGGESTIONS REGARDING HALF CENT SALES TAX

Ruth Holmes, Environmental Attorney, presented on evaluation criteria supporting priorities, a standard process for approval, an evaluation committee, and the process after Commission review and approval.

Commissioner discussion included: an evaluation committee, a trailhead on Baker Road leading into the Haney Creek conservation area, based on an earlier plan created by engineer Tim Volker during the ARPA funding period, (concept: a simple/natural trailhead similar to the one near Veterans Memorial Park and reuse existing estimates and plans), a two-acre parcel on US-1: previously approved by referendum for commercial use to fund park maintenance and the City convert it to conservation land.

Nancy Turrell, Arts Council, commented on the current plan and actions of the various art boards.

Consensus for staff to bring back information on the following funding options for their prioritization:

- Trailhead off Baker Road (Haney Creek)
- Parcel 10
- List of properties with wetlands already
- Stormwater Project and Needs
- North of Poppleton Creek
- Old High School Property (firm legal opinion of eligibility and restrictions)
- List of existing property, including pocket parks, opportunities to expand and improve


ADDENDUM


Environmental Attorney Holmes sought approval to send a formal comment letter to express concerns about water quality and operational impacts of the C-44 reservoir plan.

9:01 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

ADJOURNMENT

9:04 PM


Mary R. Kindel, City Clerk


Christopher Collins, Mayor

Minutes to be approved at the Regular Commission Meeting this 23rd day of March, 2026.

