



**AGENDA**

**REGULAR MEETING OF THE STUART CITY COMMISSION**

**JUNE 8, 2026**

**AT 4:00 PM**

**COMMISSION CHAMBERS**

**121 SW FLAGLER AVE.**

**STUART, FLORIDA 34994**

**CITY COMMISSION**

**Mayor Sean Reed**

**Vice Mayor - VACANT**

**Commissioner Eula R. Clarke**

**Commissioner Laura Giobbi**

**Commissioner Campbell Rich**

**ADMINISTRATIVE**

**City Manager, Michael Giardino**

**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](mailto: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 - BRETT MCAHREN, ART PRESENTATION

**PROCLAMATIONS**

2. GARDEN WEEK - JUNE 7 - 13, 2026
3. JUNETEENTH FREEDOM DAY - JUNE 19, 2026

**PRESENTATIONS**

4. SERVICE AWARDS - JUNE 2026

**COMMENTS BY CITY COMMISSIONERS**

**COMMENTS BY CITY MANAGER**

**APPROVAL OF AGENDA**

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

**APPROVAL OF CONSENT CALENDAR**

5. APPROVE 05/26/2026 CCM MINUTES (RC)
6. COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (RC):

RESOLUTION No. 39-2026: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF STUART AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (POLICE LIEUTENANTS), EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. CALLING THE 2026 MUNICIPAL ELECTION (RC):

RESOLUTION No. 42-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CALLING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 18, 2026; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 8, 2026 AND ENDING ON AUGUST 15, 2026 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**END OF CONSENT CALENDAR**

**COMMISSION ACTION**

8. ILA BETWEEN CITY AND SCHOOL BOARD OF MARTIN COUNTY FOR PHOENIX CURRICULUM (RC):

RESOLUTION No. 41-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO PROVIDE SERVICES TO THE MARTIN COUNTY SCHOOL BOARD FOR TEACHING THE PHOENIX CURRICULUM AT SPECTRUM ACADEMY, J.D. PARKER ELEMENTARY SCHOOLS, AND ANY OTHER MARTIN COUNTY SCHOOL WITHIN THE CITY REQUESTING THE CURRICULUM; AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH CRIME PREVENTION/INTERVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**ORDINANCE SECOND READING**

9. **(CONTINUED TO A DATE CERTAIN OF JUNE 22, 2026 CCM)** 1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):

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

**ORDINANCE FIRST READING**

10. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS (RC):

ORDINANCE No. 2552-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**DISCUSSION AND DELIBERATION**

**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:** 6/8/2026

**Prepared by:** Nina Mullin

**Title of Item:**

ARTS MOMENT - BRETT MCAHREN, ART PRESENTATION

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

N/A

**Funding Source:**

N/A

**Recommended Action:**

Enjoy!

**ATTACHMENTS:**

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

**Meeting Date:** 6/8/2026

**Prepared by:** Susej Meleqi

**Title of Item:**

GARDEN WEEK - JUNE 7 - 13, 2026

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

National Garden Clubs across the country celebrate National Garden Week, June 7 - 13, 2026. The week is an opportunity to encourage pride in the community, interest new members, and work with other groups to be part of those efforts.

**Funding Source:**

N/A

**Recommended Action:**

Issue Proclamation.

**ATTACHMENTS:**

1. Garden Week - June

# City of Stuart, Florida

## Proclamation

GARDEN WEEK  
JUNE 7 - 13, 2026

**Whereas,** gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts. Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of foliage, flowers, herbs and vegetables; and

**Whereas,** gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology. Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

**Whereas,** gardening furnishes a challenging and productive activity for our citizens, for those just learning, as well as those having years of experience. Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

**Whereas,** gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work.

**NOW, THEREFORE,** I, Sean Reed, Mayor of the City of Stuart, Florida, do hereby proclaim June 7 - 13, 2026 as **GARDEN WEEK**. In witness whereof, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 8<sup>th</sup> day of June, 2026.

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SEAN REED  
MAYOR

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

**Meeting Date:** 6/8/2026

**Prepared by:** Susej Meleqi

**Title of Item:**

JUNETEENTH FREEDOM DAY - JUNE 19, 2026

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

Juneteenth is a holiday commemorating the end of slavery in the United States. It is also called Emancipation Day or Juneteenth Independence Day. The name "Juneteenth" references the date of the holiday, combining the words "June" and "nineteenth."

**Funding Source:**

N/A

**Recommended Action:**

Issue Proclamation.

**ATTACHMENTS:**

1. Juneteenth Freedom Day - June

**City of Stuart, Florida**  
**Proclamation**  
**JUNETEENTH FREEDOM DAY**  
**JUNE 19, 2026**

**Whereas,** Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States and the emancipation of African American slaves and celebrates the successes gained through education and greater opportunity; and

**Whereas,** Union soldiers landed at Galveston, Texas on June 19, 1865 with news that the war had ended and the enslaved were now free. On that first Juneteenth, the people of Texas were read General Order Number 3, which stated: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free”; and

**Whereas,** the first Juneteenth celebration was a time for reassurance, prayer, and the gathering of family members. Today, Juneteenth continues to grow within communities and organizations throughout the country. Numerous local and national Juneteenth organizations have arisen alongside older organizations with the common mission of promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and

**Whereas,** on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are the core of the American dream.

**NOW, THEREFORE,** I, Sean Reed, Mayor of the City of Stuart, do hereby proclaim June 19<sup>th</sup>, 2026, as **JUNETEENTH FREEDOM DAY**. In witness whereof, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 8<sup>th</sup> day of June, 2026.

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SEAN REED  
MAYOR

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

**Meeting Date:** 6/8/2026

**Prepared by:** Roxann Johnson

**Title of Item:**

SERVICE AWARDS - JUNE 2026

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

Deborah Arasim Smith	Human Resources	15 Years	
David Jacobson	Police Department	15 Years	
Bobby "Doc" Holliday	U & E		15 Years
Kenneth Leedham	Police Department	15 Years	
Brian Bossio	Police Department	15 Years	
Christopher Heitfeld	Police Department	15 Years	
Susej Meleqi	City Clerk		5 Years
Michael Redstone	10th St Recreation	5 Years	
Jose Nieto	U & E		5 Years
Brian Shing	U & E		5 Years
Danielle Matteucci	Police Department	5 Years	

**Funding Source:**

General Fund

**Recommended Action:**

Present Awards

**ATTACHMENTS:**

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

**Meeting Date:** 6/8/2026

**Prepared by:**

**Title of Item:**

APPROVE 05/26/2026 CCM MINUTES (RC)

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

**Funding Source:**

**Recommended Action:**

**ATTACHMENTS:**

1. 05/26/2026 CCM Minutes

**MINUTES  
REGULAR MEETING OF THE STUART CITY COMMISSION  
MAY 26, 2026  
AT 5:30 PM  
COMMISSION CHAMBERS  
121 SW FLAGLER AVE.  
STUART, FLORIDA 34994**

**CITY COMMISSION**

**Mayor Sean Reed  
Vice Mayor - VACANT  
Commissioner Eula R. Clarke  
Commissioner Laura Giobbi  
Commissioner Campbell Rich**

**ADMINISTRATIVE**

**City Manager, Michael Giardino  
City Attorney, Lee J. Baggett  
City Clerk, Mary R. Kindel**

**ROLL CALL**

5:30 PM

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

**INVOCATION**

Pastor James Brocious, Stuart Alliance Church, gave the Invocation.

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

1. PRESENTATION OF CAPRI HARBOR STUART MAJOR DEVELOPMENT PLAN, 50 & 54 NW DIXIE HIGHWAY

Mechelle Arbuzow, Planner I of the Development Department, presented application and approval of the proposed plan administratively approved; a two-story restaurant, 1,442 square foot store and marina for 158 boat slips, including 10 designated boat slips for a boat club, two pedestrian access points, and 141 on-site parking spaces.

**COMMENTS BY CITY COMMISSIONERS**

Commissioner Rich

- Stated he attended the graduation night at Elev8 with Mr. Joe Flannagan and commended him for a job well done.

- Attended the Memorial Day event that was put on by the Veteran's Council. Asked the public if they had comments or concerns, to reach out to the Veteran's Council as this event is an event that was transitioned from the City as being the host.

#### Commissioner Giobbi

- Attended the Memorial Day event and shared it was beautifully done.
- In reference to parks, noted questions on the motion that died two weeks ago and asked if any of those questions had been looked into. [City Manager Giardino responded that he is prepared to address each item discussed and will be ready to provide a white paper in the future if requested, as no specific timeline was provided.] Commissioner Giobbi asked that we have a consensus to bring back the item with the white paper as a D&D.
- Read public records request email from Ike Crumpler.

All Commissioners agreed to a D&D on the referendum that failed regarding the Sailfish ballfields and to include the comp plan by the end of July 2026.

#### Commissioner Clarke

- Attended the event at East Stuart, Emancipation Day, that took place at the Stuart Training School (Spectrum Academy) on May 12th.
- Announced upcoming events at the Flagler Center; Martin County History & Culture Expo on Sunday, May 31 at 9 a.m. - 12 p.m. and Saving Stuart: Then & Now – Preservation Meets Profit on Thursday, May 28 at 5:30 p.m. – 7:30 p.m.
- Attended the Memorial Day services at the South Florida National Cemetery in Lake Worth Beach.
- Encouraged the public to volunteer to read to students at the Gertrude Walden Childcare Center and commended Thelma Washington, Director, for the hard work and dedication she gives the children.

#### **COMMENTS BY CITY MANAGER**

- Thanked specific staff for all their hard work on the events that have recently taken place.
- Reported on his attendance at the Marine Industries Association of the Treasure Coasts luncheon, which allowed an opportunity to meet private and public sector individuals of the waterways.
- Advised it is budget season and the staff is working hard to present to the community.
- Stated that hurricane season is coming upon us and he and the staff are reviewing the policy and procedures.

**APPROVAL OF AGENDA**

**6:11 PM MOTION: Approve.**

**MOVED BY: Eula Clarke**

**SECONDED BY: Campbell Rich**

**Motion approved unanimously.**

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

1. Lynne Jensen - Palm City; Honorary Regional of Halpatiokee Chapter, Daughters of the American Revolution, announced an upcoming event celebrating historic preservation and the dedication of a bronze Patriot marker at the City of Stuart Memorial Park Gazebo on July 4th at 10:00 a.m.
2. Joe Flanagan - Stuart; Thanked the Commissioners who attended graduation night and also stated that the Veteran's Council is currently responsible for the Veterans Day Parade.
3. Janine Alexander - Gainesville; Addressed information provided to the Commission in email.
4. Joe Gilio - Palm City; Head of Lake Okeechobee Restoration Initiative, stated that the City of Stuart Environmental Attorney did an excellent job with her letter to the Army Corps of Engineers.

**APPROVAL OF CONSENT CALENDAR**

2. APPROVAL OF 05/11/2026 CCM MINUTES (RC)
  
3. BUDGET AMENDMENT # 2 — WATER RECLAMATION FACILITY (WRF) HEADWORKS EQUIPMENT PROCUREMENT (RC):

RESOLUTION No. 31-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING BUDGET AMENDMENT #2 FOR PROCUREMENT OF WATER RECLAMATION FACILITY (WRF) HEADWORKS EQUIPMENT; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. SOVEREIGN SUBMERGED LAND LEASE FOR COURTESY DOCK (RC):

RESOLUTION No. 36-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING ENTERING INTO A RENEWAL OF THE SOVEREIGN SUBMERGED LAND LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE, MODIFIED TO INCREASE THE LEASED SQUARE FOOTAGE OF THE CITY'S COURTESY DOCK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**END OF CONSENT CALENDAR**

**6:24 PM MOTION: Approve.**

**MOVED BY: Eula Clarke**

**SECONDED BY: Laura Giobbi**

**Motion approved unanimously.**

**COMMISSION ACTION**

5. REFERENDUM BALLOT LANGUAGE FOR 2-ACRE PARCEL IN HANEY CREEK (RC):

RESOLUTION No. 40-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR BALLOT LANGUAGE FOR A REFERENDUM UNDER CITY CHARTER SECTION 9.05 SEEKING VOTER APPROVAL TO RESCIND THE NOVEMBER 8, 2011 ELECTION BALLOT REFERENDUM REQUIREMENT TO LEASE AN UNDEVELOPED 1.97-ACRE COMMERCIAL PARCEL FRONTING US-1 OPPOSITE NORTH RIVER SHORES BOULEVARD THAT WAS TO FUND THE MAINTENANCE OF THE HANEY CREEK PRESERVE, SO THAT THE 1.97-ACRE PARCEL MAY BE CONVERTED TO CONSERVATION AND ADDED TO THE HANEY CREEK PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, presented the history of the property and explained that, if approved as written, the measure will appear on the August 18th ballot. He also clarified that this is a Resolution and there will be no second reading.

**PUBLIC COMMENT:**

1. Merritt Matheson - Stuart; Requested further review of the ballot language and take out the legal language to make it more understandable to the average voter.

Commissioner Clarke expressed we should take a step back and get things done correctly and have it for the November ballot vs. August.

Mayor Reed asked for the maintenance costs of the Haney Creek Preserve property. Milton Leggett, Public Works Director, stated he does not have the figures available at this time but explained the maintenance that is performed by the City and would provide the cost information to the City Attorney.

Commissioner Rich is opposed to putting that single piece of property into conservation when it may generate funds, felt the City should move cautiously.

Mayor Reed stated he was in favor of the referendum and Commissioner Giobbi felt it should come back before the board as a D&D (Discussion & Deliberation).

Commissioners' consensus was to put together a D&D for this agenda item and have an education piece/workshop on the referendum language for July 2026.

**6:32 PM MOTION: Approve Resolution 40-2026.  
MOVED BY: Laura Giobbi  
SECONDED BY: Eula Clarke  
MOTION WITHDRAWN, Resolution No. 40-2026 not approved. 6:49 PM**

**ORDINANCE SECOND READING**

6. WAL-MART EXTERIOR REBRAND - MAJOR COMMERCIAL PUD 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.

Commissioners provided their ex-parte.

City Attorney Baggett Swore in four (4) people, Jodi Kugler, Development Director, Mechelle Arbusow, Planner II, Brittany Lewis, HFA-AE, LTD and Paul Perez, Walmart.

Mechelle Arbusow, Planner II, presented the item.

**PUBLIC COMMENT:**

1. Gwendolyn Hall Brinkley - Stuart; Commented to let Walmart be what it is, that shoppers do not care what color it is.

**7:30 PM MOTION: Approve Ordinance No. 2551-2026 with Version #2 that was presented.**

**7:33 PM AMENDED MOTION: Approve to include the correction provided during the testimony phase by the applicant that the color on the beer and spirit sign will be as provided to staff immediately following this meeting.**

**MOVED BY: Campbell Rich  
SECONDED BY: Laura Giobbi  
Motion approved unanimously.**

**ORDINANCE FIRST READING**

7. MARINA COVE AT RIVERSIDE RIGHT-OF-WAY ABANDONMENT (RC):

ORDINANCE NO. 2554-2026: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA PROVIDING FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 20-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF RIVERSIDE PARK, AS RECORDED IN PLAT BOOK 4, PAGE 25, ST. LUCIE COUNTY (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING NORTH TO

SOUTH, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ms. Jodi Kugler, Development Director, presented the item.

**7:41 PM MOTION: Approve to transmit Ordinance 2554-2026 to 2nd reading.**

**MOVED BY: Campbell Rich**

**SECONDED BY: Eula Clarke**

**VOTE: Motion Passed 3/1.**

**YES: Eula Clarke, Campbell Rich, Laura Giobbi**

**NO: Sean Reed**

**\*\*\* RECESS 7:42 PM \*\*\***

**\*\*\* RECONVENED 7:52 PM\*\*\***

### **DISCUSSION AND DELIBERATION**

#### **8. GROUP III COMMISSIONER VACANCY DISCUSSION**

City Attorney Baggett presented the item and read our language from Municode regarding Vacancy.

Commissioner Clarke stated she is not in favor of voting for Vice Mayor until they have a full board after the August 2026 election.

Commissioner Rich stated the Mayor's position is ceremonial and believes that we should have a Vice Mayor in the event the Mayor cannot attend events.

Commissioner Clarke requested the City look at changing language for the time in which to replace a Commissioner.

#### **PUBLIC COMMENT:**

1. Frank McChrystal - Stuart; Does not think it's necessary to fill the seat at this moment.

**7:57 PM MOTION: Nominate Commissioner Clarke for Vice Mayor until reorganization in December.**

**MOVED BY: Campbell Rich**

**SECONDED: ---**

**MOTION DIED FOR A LACK OF SECOND**

**ADJOURNMENT**

8:08 PM

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**Mary R. Kindel, City Clerk**

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**Sean Reed, Mayor**

**Minutes to be approved at the Regular Commission Meeting this 8th day of June, 2026.**

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

**Meeting Date:** 6/8/2026

**Prepared by:** Roz Johnson

**Title of Item:**

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (RC)

RESOLUTION No. 39-2026: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF STUART AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (POLICE LIEUTENANTS), EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

On June 21, 2024, the Palm Beach County Police Benevolent Association, Inc., chartered by the Florida Police Benevolent Association, Inc. (PBA), filed a petition with the Florida Public Employees Relations Commission (PERC) seeking to represent a unit of Police Lieutenants employed by the City of Stuart (City). The Hearing Officer assigned to this petition recommended on April 4, 2025, and PERC approved on August 26, 2025, the request for the creation of a bargaining unit for Police Lieutenants. The City and PBA engaged in collective bargaining from October 30, 2025 through March 11, 2026, and the members of the new unit ratified the proposed Collective Bargaining Agreement (CBA) on April 23, 2026.

**Funding Source:**

General Fund

**Recommended Action:**

Motion to approve Resolution No. 39-2026.

**ATTACHMENTS:**

1. R39-2026 Ratify Collective Bargaining Agreement between City and PBA (Police Lieutenants)
2. PBA Police Lieutenant CBA - FINAL March2026



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

**RESOLUTION NUMBER 39-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF STUART AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (POLICE LIEUTENANTS), EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS**, on June 21, 2024, the Palm Beach County Police Benevolent Association, Inc., chartered by the Florida Police Benevolent Association, Inc. (PBA), filed a representation-certification petition with the Florida Public Employees Relations Commission (PERC) seeking to represent a unit of Police Lieutenants employed by the City of Stuart (City); and

**WHEREAS**, on April 4, 2025, the Hearing Officer assigned to this petition recommended that PERC approve the request for the following bargaining unit:

**INCLUDED:** All full-time sworn police officers employed by the City of Stuart Police Department within the classification of Police Lieutenant.

**EXCLUDED:** All other employees of the City of Stuart Police Department.

**WHEREAS**, on August 26, 2025, PERC approved the petition and certified the PBA as the exclusive collective bargaining representative for employees in the unit described above ; and

**WHEREAS**, the City and PBA engaged in collective bargaining from October 30, 2025 through March 11, 2026; and

**WHEREAS**, the members of the PBA Police Lieutenant bargaining unit ratified the proposed Collective Bargaining Agreement (CBA) on April 23, 2026.

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

**SECTION 1:** The City Commission hereby ratifies and approves the three-year CBA between the City of Stuart and PBA, effective October 1, 2025 through September 30, 2028.

**SECTION 2:** 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:

SEAN REED, MAYOR  
EULA R. CLARKE, COMMISSIONER  
LAURA GIOBBI, COMMISSIONER  
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
MARY R. KINDEL  
CITY CLERK

\_\_\_\_\_  
CAMPBELL RICH  
MAYOR

R39-2026  
Ratify Palm Beach County Police Benevolent Association, Inc. Collective  
Bargaining Agreement (Police Lieutenants)

APPROVED AS TO FORM  
AND CORRECTNESS:

---

LEE J. BAGGETT, ESQ  
CITY ATTORNEY

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF STUART, FLORIDA**

**AND**

**PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION, INC.**

**OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028**

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## **PREAMBLE**

This agreement is entered into effective October 1, 2025, except as otherwise provided herein, between the City of Stuart, Florida hereinafter referred to as the "City," and the Palm Beach County Police Benevolent Association, Inc., a Florida corporation, hereinafter referred to as the "PBA."

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between parties herein, to provide an orderly and peaceful means to settle any misunderstandings or differences which may arise regarding basic working conditions and full agreements concerning rates of pay, wages, hours of employment, conditions of employment or any dissatisfaction by a member of either party.

There shall be no individual arrangements contrary to the provisions of this Agreement.

## **ARTICLE 1**

### **RECOGNITION**

Section 1. The City recognizes the PBA as the exclusive bargaining representatives as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by the Public Employees Relations Commission in its certification number, 2132, issued August 26 2025, which certification includes all full-time sworn police officers employed by the City of Stuart within the classification of police lieutenant.

Section 2. The PBA recognizes that the City Manager is the collective bargaining representative for the City. The PBA further recognizes its obligation to bargain solely and exclusively with the City Manager or his designee, and to refrain from any approach or appeal to the legislative body of the City (City Commission) or any of its members which is designed to influence or change the strategy, methods, or proposals being utilized by the City Manager at any phase of the negotiating process, including impasse proceedings, except where specifically authorized by law.

## ARTICLE 2

### **REPRESENTATIVES OF PARTIES**

Section 1. The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the PBA in all matters requiring mutual consent or other official action called for by this Agreement.

Section 2. The PBA likewise agrees that during the term of this Agreement the PBA and the employees covered there under shall deal only with the City Manager or his representative in matters requiring mutual consent or other official action as called for by this Agreement.

## ARTICLE 3

### MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited, or modified by the written terms of this Agreement, all of the rights, powers, and authority previously possessed or enjoyed by the City of Stuart prior to this Agreement are retained by the City and may be exercised without prior notice or consultation with the PBA. All other rights to manage the Police Department and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the City.

Section 2. Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement.

a. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.

b. To determine the purpose and functions of the Police Department.

c. To determine and adopt such policies and programs, standards, and rules and regulations as are deemed by the City to be necessary for the operation/improvement of the Police Department; and to select, manage, direct, and evaluate all management, supervisory, administrative, and other personnel.

d. To set methods, means of operations, and standards of service to be offered by the Police Department, and to contract such operations/services to the extent deemed necessary, practical, and feasible by the City in its sole discretion.

e. To decide the number, location, design, and maintenance of the Police Department's facilities, supplies, and equipment. To relocate, remodel, or otherwise revise operations and facilities as may be deemed necessary by the City to provide the Police Department employees with a clean, healthy, quality work environment.

f. To determine the qualifications of all bargaining unit members of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, retain, and manage all bargaining unit members of the department.

g. To discharge, demote, or suspend any bargaining unit member of the Department, and to take other disciplinary action against such bargaining unit member or to relieve such bargaining unit member from duty, for just cause.

h. To determine the extent of its operations, to determine when any part of the complete operations shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased.

i. To establish, change, or modify bargaining unit member's duties, tasks, or requirements within the scope of law enforcement responsibilities.

j. To make, issue, publish, enforce, and modify policies, procedures, rules, and regulations as the City may from time to time deem best.

Section 3. If, in the sole discretion of the City Manager of the City of Stuart, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes, or similar catastrophe, the provisions of this Agreement may be suspended by the City during the time of such declared emergency, except monetary provisions.

Section 4. The City Charter, together with all applicable State and Federal Laws, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission, budget, and obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

Section 5. The City has the sole, exclusive right to direct managerial, supervisory, administrative personnel and any other employee not covered by this Agreement to perform any task in connection with the operation of the Police Department, whether or not normally performed by the bargaining unit members.

Section 6. The selection and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided for in this Agreement.

Section 7. The PBA recognizes that the City and the Police Department are obligated to comply with all federal, state, and local laws, ordinances, regulations, directives, and guidelines, including such matters as affirmative action and equal employment opportunity, and the PBA shall cooperate and do all things necessary to facilitate compliance with said laws.

Section 8. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of is in violation of the express written terms of this Agreement.

Section 9. Nothing in this Article shall be construed as a waiver of the Union's rights to demand bargaining over the impact of any rule change which has the practical effect of altering terms and conditions of employment.

## ARTICLE 4

### GRIEVANCE PROCEDURE

#### Section 1. General Terms

The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Time limits may be extended by express agreement between the grievant and the reviewer. If a grievant fails to observe a time limit for filing a grievance at any step, the grievance will be considered abandoned. Failure of a reviewer to timely respond to a grievance shall result in the automatic advancement of the grievance to the next step.

#### Section 2. Definitions

As used in this Article, the following terms have the defined meanings:

"Grievance" means a written complaint of a member regarding the interpretation or application of a specific provision of this Agreement.

"Working day" means Monday through Friday, excluding legal holidays. When the last day of any time period or a deadline prescribed or allowed under this Agreement falls on a Saturday, Sunday or legal holiday, then the time period or deadline continues to run until the next day that is not a Saturday, Sunday or legal holiday.

"Grievant" means a bargaining unit member who has filed a grievance pursuant to this Article.

"Reviewer" means the individual given the responsibility by this Article to review and resolve grievances.

"Class Action" means any grievance(s) involving or affecting more than one (1) member of the Bargaining Unit which is/has been filed collectively by the PBA.

#### Section 3. Informal Resolution of Complaints

Oral complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed by a bargaining unit member to a supervisor and resolved prior to the initiation of a formal grievance proceedings. In the event informal discussions fail to satisfactorily resolve an oral complaint, a grievance may be filed pursuant to this Article.

#### Section 4. Time

An oral complaint or Step 1 grievance shall be made with the appropriate reviewer within ten (10) working days from the day the member knew or should have known of the facts giving rise to the grievance. It shall be the responsibility of the grievant to timely file the grievance at each step of the process described in Section 5 below. The time limits as described in Section 5 below may be extended with mutual agreement by both parties.

#### Section 5. Grievance Steps

STEP 1: A written grievance regarding the interpretation or application of a specific provision of this Agreement may be filed in writing by a bargaining member with the grievant's Division Commander. The reviewer shall respond in writing within five (5) working days.

STEP 2: Within five (5) working days of the completion of STEP 1 above, if the grievance is not satisfactorily resolved, the employee may file a Step 2 in writing grievance with the Chief of Police.

STEP 3: Within five (5) working days of the completion of STEP 2 above, if the grievance is not satisfactorily resolved, the employee may file a Step 3 written grievance with the City Manager. The City Manager or his designee will give the City's answer within (20) working days following the date the City Manager or designate hears the employee's grievance. Any grievance not advanced to the next step by the grievant within that step, shall be deemed abandoned.

**NOTE:** If a grievance is filed by two (2) or more members of the Bargaining Unit concerning the same issue, the grievance will be considered a "Class Action" grievance and will be filed by the Bargaining Unit President or his designee. All responses from the City concerning a "Class Action" grievance will be referred to the Bargaining Unit Representative filing the grievance. Any "Class Action" grievance filed will begin at STEP 2 of the Grievance Procedure (with the Chief of Police) and shall follow the procedures as set forth in this Article.

#### Section 6. Review Procedure

As soon as reasonably possible after receipt of a grievance, the reviewer shall meet with the grievant to informally discuss and resolve the grievance. If approved by the grievant, the meeting may be attended by a "representative" identified in Article 2 REPRESENTATIVES OF PARTIES of this Agreement. Within five (5) working days after the meeting, the written decision of the reviewer shall be given to the grievant.

### Section 7. Binding Arbitration

Within ten (10) working days of the decision of the City Manager or designate, the grievant shall notify the City Manager of an intent to arbitrate the grievance. The grievant may request of the Federal Mediation and Conciliation Service a list of qualified arbitrators. Within ten (10) working days of receipt of the list, both parties shall meet for the purpose of choosing an arbitrator. The parties will alternatively strike one (1) name from the list until one name is left. The decision as to who strikes first shall be made with the toss of a coin or any other mutually agreeable method.

The arbitrator thus selected shall conduct the arbitration process. The written decision of the arbitrator shall be final and binding upon all parties when given to both the grievant and the City Manager.

### Section 8. Expenses

The expense of the arbitrator and other expenses necessary for arbitration shall be shared equally by the grievant and the City. All expenses voluntarily incurred by a party, including but not limited to attorney fees, legal fees, court reporter charges, witness fees and costs, shall be paid by the party incurring such costs.

## **ARTICLE 5**

### **NO STRIKE CLAUSE**

Section 1. Each bargaining unit member agrees that he or she will not participate in a strike, work stoppage, work slowdown, boycott, or intentional failure or refusal to perform assigned work duties for any reason. "Participate in" means instigate, authorize, condone, sanction, ratify, or in any way support, including failure to report any such known activity to the Chief of Police. The work of police officers in the City of Stuart is vital to the welfare and safety of the community and cannot be compromised.

Section 2. Any violation of this Article by a bargaining unit member shall be cause for discipline or dismissal. Further, the City may seek an injunction to preclude violations of this Article by bargaining unit members and other relief as provided by law.

## ARTICLE 6

### **DUES CHECK-OFF**

Section 1. The City shall deduct dues owed by the employee to the PBA on a weekly, bi-weekly or monthly basis, provided that, prior to such deduction, the PBA has provided the City's Human Resources Department with a signed statement from each employee whose dues are to be deducted of the amount to be deducted and that such deduction is authorized.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the PBA.

Section 3. The PBA hereby indemnifies the City against any claims made and against any lawsuits filed on account of dues deducted as provided in this article.

## ARTICLE 7

### **PBA BUSINESS AND REPRESENTATIVES**

Section 1. The PBA shall be permitted to have a lead PBA representative and one alternate PBA representative. The PBA shall notify the Chief of Police in writing of the name of each PBA representative, if requested. The PBA representatives may be changed at any time at the discretion of the PBA.

Section 2. Every effort will be made to schedule negotiations during the PBA representatives' off-duty hours. However, the PBA representatives may be allowed reasonable time off without loss of pay to attend meetings with the City for purposes of renegotiating this contract, as long as the absence does not interfere with the efficient operation of the Department as determined by the Chief of Police. Such meetings will be set at mutually agreed times and places.

Section 3. The City shall provide space on bulletin boards, to which employees covered by this Contract have access, for posting by the PBA of notice of meetings or other official PBA information.

Section 4. Subject to being called back to duty when necessary, the City will permit a PBA Representative to attend grievance hearings, negotiations, employee interrogations in conjunction with an internal affairs investigation or administrative inquiry, pre--determination hearings, and process, present or respond to grievances in an on-duty status.

## ARTICLE 8

### PREVAILING RIGHTS

Section 1. Terms and conditions of employment not changed by this Agreement shall be deemed "prevailing rights" and shall not be changed in an arbitrary or capricious manner by either party.

Section 2. The terms of this Agreement shall prevail over any conflicting terms in the City Employee Handbook (CEH) and the Stuart Police Policy and Procedures Manual (SPM). The terms of the SPM shall prevail over any conflicting terms in the CEH.

Section 3. The City may modify the terms of the CEH and the SPM, provided no such amendment shall affect the meaning or application of any provision of this Agreement or any terms and conditions of employment.

Section 4. The PBA recognizes that, except as provided in this Agreement, the City retains all the rights and authority it has previously exercised in providing the law enforcement services through the Stuart Police Department and in the organization and direction of employees in the Department who provide these services.

Section 5. The City retains the right to modify or discontinue any position, assignment, or operation currently held or performed by a bargaining unit employee. Such employees may be reassigned as afforded in Article 9, Reduction in Force.

## ARTICLE 9

### REDUCTION IN FORCE

Section 1. In the event of a personnel reduction in force by the City, employees shall be given at least 30 days' notice of a personnel reduction in force.

Section 2. The City shall employ the following criteria to select those employees who shall be laid off:

- a. SENIORITY – continuous length of service with the City.
- b. DEPARTMENT NEED – the impact of the reduction in force upon the delivery of services to the public.
- c. PERFORMANCE AND PRODUCTIVITY – including but not limited to performance evaluations, attendance, disciplinary actions, and safety records.
- d. SPECIAL SKILLS, KNOWLEDGE, AND ABILITY – the special qualities of an individual which affect the delivery of services to the public.

Section 3. No position vacant due to layoff shall be filled within twelve (12) months of the layoff until a notice of re-employment has been mailed by the City to the person laid off at such person's last known home address. To accept re-employment, such person must hand deliver a written notice of acceptance of re-employment to the City within 30 days of the date of mailing.

Section 4. A person so recalled shall, in the opinion of the Chief, be mentally and physically fit to perform work duties at the time of recall. Such person must also meet all applicable standards of the Florida Police Standards Commission, in addition to pre-reemployment drug testing and fitness for duty evaluations.

## **ARTICLE 10**

### **DISCIPLINE**

#### **Section 1.** Discipline

A. No employee shall be disciplined by demotion, suspension, or termination without cause. A violation of any provision in the Stuart Police Policy Manual, City Employee Handbook or any provision of this Agreement shall be deemed "cause" for discipline.

B. Formal and informal disciplinary action will be retained according to applicable laws and rules.

Internal investigations records and citizen complaints not sustained or unfounded and informal discipline (which includes written or verbal reprimands, memoranda or similar actions) shall be kept in accordance with applicable laws and rules. The employee may submit a written rebuttal to any written reprimand which shall be attached to the reprimand and placed in the file.

C. The guidelines for disciplinary action are set forth in the City Employee Handbook. In the event a disciplinary action does not fall within applicable guidelines, the reason(s) therefore shall be stated in writing.

D. A member who is the subject of an internal investigation shall be notified in writing in accordance with Chapter 112.532 Florida State Statutes and department policy.

#### **Section 2.** Disciplinary Appeals

An employee who is disciplined with a suspension without pay, termination or demotion in violation of this collective bargaining agreement may file a grievance pursuant to Article 4 hereof. The grievance shall be filed with the City Manager at Step 3 of the grievance process. Discipline that does not violate this agreement shall not be the subject of a grievance.

## ARTICLE 11

### SENIORITY

Section 1. For the purposes of this section, seniority of a Police Lieutenant shall mean continuous paid service with the City since the last date of hire.

Section 2. Seniority shall be used for the following purposes:

SCHEDULED PAID TIME OFF (PTO) SELECTION. Scheduled leave shall be reserved in accordance with the Police Policy Manual. Conflicts shall be resolved by the Chief or designee.

- July 4<sup>th</sup> and the City's Annual Christmas Parade (generally the first Friday in December) are not pre-approved PTO days. However, the Chief of Police may approve these two (2) days, when requested by members after staffing is complete for said events, no later than 30 days prior to the day.

Between September 1 and September 20 members shall reserve leave for October through April. Scheduled leave picks cannot extend past the first pay-cycle after April 1<sup>st</sup>. Between April 1 and April 21, members shall reserve pre-scheduled leave for May through October. Scheduled leave picks cannot extend past the first pay-cycle after October 1.

The order of selection is as follows:

- 1) Members according to seniority.
- 2) Sequential rounds of selections according to seniority.

Not less than a normal working day nor more than 120 hours shall be reserved in any single selection. The reservation process shall be repeated until all members have completed their selections.

No more than one Police Lieutenant may be allowed to reserve concurrent scheduled leave after consideration of their job functions, departmental needs, and the availability of other Police Lieutenants to work. Division Commanders will be responsible for resolving conflicts, and the Chief of Police has final approval of requests.

Section 3. Seniority shall not apply to emergency situations, shift assignments, or unit assignments.

## ARTICLE 12

### HOLIDAYS

Section 1. The following 8 (eight) holidays will be recognized in this agreement for all members:

New Year's Day	Memorial Day
Labor Day	Veterans Day
Thanksgiving	Day After Thanksgiving
Christmas Eve	Christmas Day

Recognized holidays are regarded as 8-hour days and will be paid to the employee within the paycycle in which they fall.

Section 2. Police Lieutenants will also be granted two (2) Optional Holidays of the member's choosing, as well as one (1) Birthday Day, which can be taken at the member's choosing. Each of the Optional Holidays and the Birthday Day are regarded as 8-hour days and may not be taken in incremental hours. Unused Optional Holidays and the Birthday Day do not carry over from one fiscal year to the next ("use it or lose it"), and they are not payable at the time of separation of employment.

Section 3. To receive pay for a holiday, an employee must be on the "active payroll" or paid status of the City.

Section 4. An employee who is on approved leave during a period in which a designated holiday occurs shall not be required to use paid time off (PTO) for the holiday.

Section 5. Police Lieutenants will take recognized holidays off, unless otherwise directed by the Chief of Police or his designee.

## **ARTICLE 13**

### **PAID TIME OFF**

Section 1. Paid Time Off (PTO) is defined as the entitlement to pay for time away from work based on eligibility and the accrual schedule herein. Members serving an initial probationary period shall begin accruing PTO on day one but are not eligible to use accrued time during the first six (6) months of employment. If the member does not successfully complete the one-year initial probationary period, all accrued time will be forfeited back to the employer.

Section 2. Accruals earned prior to PTO implementation have been banked in a "SVPTO" and/or "SickFrozen" leave bank. Upon the member's separation from City employment, accumulated unused "SickFrozen" shall be paid out at 55%, and unused SVPTO shall be paid out at 100%.

Section 3. Rate of Accrual (in effect the first day of the next paycycle following ratification by both parties):

PTO shall accrue according to the length of service as set forth below:

0 - 5 years of service	176 hours annually
6 - 10 years of service	216 hours annually
11 - 15 years of service	256 hours annually
16 - 20 years of service	272 hours annually
Thereafter	296 hours annually

Section 4. PTO will accrue on a bi-weekly basis.

Section 5. Maximum Accrual of Paid Time Off

Members hired prior to October 1, 2010 will be permitted to accrue and maintain a maximum of 600 PTO hours. No hours will accrue above 600 hours.

Members hired October 1, 2010 or later will be permitted to accrue and maintain a maximum of 480 PTO hours. No hours will accrue above 480 hours.

Section 6. Paid time off may not be taken in less than one-hour increments. In the event a member requires same day leave for an unforeseen or unanticipated emergency to include personal illness, the member shall notify their supervisor not less than 2 hours prior to the start of their normal workday. Excessive use of PTO may be subject to disciplinary action.

Section 7. Police Lieutenants may participate in the City's PTO Buydown programs.

Section 8. Leave Bank Donations

A member may, at his or her discretion, donate accrued and unused PTO or SVPTO to employees in any department when Human Resources sends notification that an employee leave donation bank has been established. Such donations must be submitted on the City's approved Leave Donation Form.

Section 9. The provisions of the Federal Family and Medical Leave Act shall be applicable to the members of the bargaining unit.

Section 10. When Human Resources is notified that an employee is approved to enter the FRS Drop program, the employee may request payout of their "SVPTO" or PTO bank balance. The maximum amount of leave hours to be paid out will be the lesser of 500 hours or the FRS maximum allowed. During the period of continued employment with the City, the employee will continue to accrue PTO leave in accordance with applicable provisions of this Article. The employee will be paid out the remainder of his/her leave bank(s) upon separation of employment in accordance with this Article.

## ARTICLE 14

### **ACTING IN A HIGHER CAPACITY**

Section 1. The Chief or designee may assign a Police Lieutenant to serve as temporary replacement for an absent supervisor. If such assignment occurs, the Police Lieutenant shall be paid ten percent (10%) above his/her current base rate from minute one of acting in higher capacity until the temporary assignment ceases at the direction of the Chief of Police or his designee.

## ARTICLE 15

### FITNESS FOR DUTY

#### Section 1. Definitions

As used in this article, the following terms have the defined meanings:

"Alcohol" means distilled spirits, wine, malt beverages, and intoxicating liquors.

"Critical incident" means any on-duty occurrence of a nature that is likely to have a profound emotional or psychological impact on those members involved. "Critical incidents" include, but are not limited to, police involved shootings, protracted hostage situations, and disasters resulting in mass injury or death.

"Drugs" means any of several chemical substances controlled by Chapter 893 Florida Statutes. Drugs include, but are not limited to, amphetamines, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, opiates, propoxyphone, phencyclidine, marijuana, designer drugs, anabolic steroids, or any metabolite of these substances. The term "drugs" shall not include any of the above-named substances if prescribed by a licensed physician unless the substance is used in a manner contrary to the prescription or law.

"Drug test" means any chemical, biological, or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol or drugs.

"Light duty" means an assignment or responsibility which is compatible with the employee's injury as determined by the Chief. Such assignments may include, but are not limited to, processing walk-in complaints, research, conducting pre-employment background investigations, approved surveillance or intelligence gathering, or assisting in the communications center. "Light duty" is not guaranteed for a member and will be evaluated by the Chief of Police on a case-by-case basis.

"Reasonable suspicion" means a belief that a member is using or has used alcohol or drugs in violation of City policy or this Article. "Reasonable suspicion" is drawn from specific and articulable facts and inferences drawn from those facts. Such facts and inferences may include, but are not limited to:

a. Observable phenomena while at work, such as direct observation of alcohol or drug use or the physical symptoms or manifestations of being under the influence of alcohol or drugs.

b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two supervisors.

c. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

d. Information that an individual has tampered with an alcohol or drug test during his employment.

e. Information that an employee has caused, or contributed to, an accident while at work.

f. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

Section 2. The City of Stuart and the Bargaining Unit have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The purpose of this Article is to protect the public safety and welfare as well as the welfare and safety of the employees.

Section 3. All Bargaining Unit members shall be physically and mentally fit for duty.

Section 4. All Bargaining Unit members will submit to an annual physical examination by a licensed medical practitioner of the City's choice and at the City's expense every year. The examination shall be sufficiently thorough to allow the medical practitioner to determine whether the member is medically fit to remain on duty. The examination will include a Health Risk Assessment. A Health Risk Assessment is biometric screening and follow-up counseling between the physician and employee and will be governed by all applicable HIPAA laws and individual personal health information will not be released to the City. At the City's discretion, the physical examination may include an evaluation by a licensed psychologist and a drug test. If the medical practitioner or psychologist is unable to make a conclusive determination as to the fitness for duty of a member and so states in writing, the member may be required by the Chief to submit to additional examinations, at the expense of the City, by the same or by a physician or psychologist selected by the City, for the purpose of determining the fitness for duty of the member. This will be a scheduled duty assignment and shall be compensated as on-duty.

Section 5. The City and the Bargaining Unit mutually agree that the City may require all members to be tested for alcohol or drug use. Such testing may be done during an annual physical examination, following any on-duty traffic crash, upon reasonable suspicion, and on a random basis. At the discretion of the City, such testing may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimens, other than breath or urine, will be done under the direction of a licensed physician of the City's choice. Breath specimens may be collected by any Florida certified breath testing technician.

Urine specimens may be collected under the supervision of a designee of the Chief of Police or an employee of the collection facility (e.g., Employee Health Center) using containers supplied by the testing laboratory.

Section 6. Scheduling for any testing or examination will be during duty hours at a time determined at the discretion of the City. Should a Bargaining Unit member refuse to cooperate with testing, including refusal to submit to the test at the time ordered, such refusal shall result in disciplinary action.

Section 7. In testing for the presence of alcohol, the City shall use any generally accepted testing procedure including, but not limited to, any state approved breath testing device. Should a test substantiate that the member is under the influence of alcohol while on duty, the member will immediately be relieved from duty pending disciplinary action.

Section 8. For random drug testing, members will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year. No more than 18 names will be drawn during any calendar quarter.

Section 9. In testing for the presence of drugs, the City shall use an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmation test such as gas chromatograph/mass spectrometry (GC/MS) will be performed. The City, at its sole discretion, may request a confirmation test if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the member shall immediately be relieved of duty pending investigation and disciplinary action.

Section 10. Within five (5) working days after receiving notice of a positive confirmed test result, the member may submit a written memorandum to the Chief of Police explaining the confirmed positive test. If the explanation is satisfactory to the Chief, the City may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the member shall be returned to work without loss of pay or benefits if determined by a physician at the Employee Health Center that it is safe for the member to return.

Section 11. Recognizing the importance of mental health, the City shall make available to its employees a confidential Employee Assistance Program. Members shall be encouraged to voluntarily participate in the EAP and/or other mental health platforms and resources whenever they feel the need.

Section 12. Any member involved in a critical incident will be encouraged to participate in a critical incident stress debriefing. The City may, at its discretion and expense, require a member to receive clearance from a licensed psychologist of the City's choice to return to work following a critical incident.

Section 13. The City may, at its discretion and expense, require a member to undergo a psychological evaluation when it appears that the member's work performance is negatively affected as the result of high stress or other psychological or irregularity. In this event, the City will require that the member have clearance from a licensed mental health professional of the City's choice to return to work.

Section 14. Medical clearance from a licensed medical professional will be required before a member will be allowed to work following any injury resulting in the member missing one or more days of work. At its discretion, and if approved by the employee's attending licensed physician, the City may assign injured members to light duty. This section pertains to injuries occurring both on duty and off duty.

Section 15. Medical clearance from a licensed physician will be required before a member will be allowed to return to work following an illness resulting in the member missing three or more workdays.

Section 16. Nothing herein shall be construed to prevent any supervisor or commanding officer from relieving a member from duty when it appears such action is necessary to ensure the safety, health and welfare of the member, other employees, or the public. Any person so relieved shall be instructed to report to the office of the Chief of Police or designee as directed for the following business day.

Section 17. Except through voluntary participation in the Employee Assistance Program, no physician-patient relationship is created between any member and the City or any person performing or evaluating a test, solely by administration of a testing program. The City or its designee shall have access to all member testing information. If discipline is brought under or related to this Article, the City or its designee, as well as the laboratory which conducted the test, shall have access to the member's testing information where the information is relevant to its defense in a civil or administrative matter. All members' medical information will be maintained according to applicable laws.

## ARTICLE 16

### **BEREAVEMENT LEAVE**

Section 1. A request for bereavement leave due to a death must be submitted in writing to the Chief. The leave must be approved by the Chief. Verification of a death may be requested.

Section 2. For purposes of this Article, a "family member" means any of the following: father, mother, son, daughter, brother, sister, spouse, domestic partner, grandparents, grandchildren, aunt, uncle, and step, half, and in-law relations, of the employee or spouse.

Section 3. Bereavement leave for a death of a family member shall be granted up to seven (7) consecutive calendar days with no loss in pay. Bereavement leave shall commence on the first shift day following the date of death or during a different time if desired for bereavement-related travel (e.g., out-of-town travel for a funeral taking place in the summer instead of winter). Proof of the family member's death may required.

Section 4. In the case of death of any other relative not included in the list above, an employee may be granted one (1) shift of bereavement leave as approved by the Police Chief.

## ARTICLE 17

### UNIFORM ALLOWANCE

Section 1. The City shall provide uniforms and equipment to employees. Uniforms and equipment provided shall be replaced as needed at the discretion of the Shift Commander considering normal wear and tear and damage caused beyond the control of the employee.

Section 2. For all sworn personnel only Class A uniforms will be cleaned on an as needed basis for court and formal purposes. Lieutenants assigned to the Detective Bureau receive uniform allowances described in Section 4 (b).

Section 3. The City will provide for the cleaning of a removable vest one time per month. The City will provide for the cleaning of a heavy winter jacket twice annually.

Section 4. All members of the Bargaining Unit shall receive the following:

- a) The City shall process a one-time lump sum payment of \$250.00 for each member the first Friday after the first regular paycheck in October of the new fiscal year. The lump sum is intended to fund the purchase of boots and will be processed as a separate check.
- b) Police Lieutenants assigned to the Detective Bureau shall receive a one-time lump sum payment of \$800.00 the first Friday after the first regular paycheck in October of the new fiscal year in addition to the annual boot allowance referenced in Section 4a of this Article. The two allowances shall be combined into one check.

## ARTICLE 18

### DISABILITY/LINE OF DUTY INJURY PAY

Section 1. Employees who are injured on the job or who incur a job-related illness shall receive benefits in accordance with Chapter 440, Florida Statutes (The Workers' Compensation Act). As provided by §440.15(12), which relates to a job-connected injury that is maliciously or intentionally caused the employee will receive 100% pay based on the 13-week average and not be required to utilize any PTO for the duration of his/her injury. The employee will not accrue any PTO during this time. The Workers Compensation carrier will send the employee's check to Human Resources where the City employee must periodically appear to endorse the check to the City.

Section 2. An employee out on worker's compensation leave not related to a malicious or intentional act will be compensated by the City 100% of their last documented evaluation rate of pay for a period of 30 days. The Workers Compensation carrier will send the employee's check to Human Resources where the City employee must appear to endorse the check to the City. For Workers' Compensation absences in which the City does not compensate 100% of the member's pay, the member may use any of their accrued and available leave time to supplement the Workers' Compensation payment up to 100% of the member's base pay in the applicable paycycle. The member's request for supplemental pay must be submitted to the appropriate party for timekeeping in compliance with paycycle processing deadlines.

Section 3. The employee shall return to work as soon as medically possible or maximum medical improvement is achieved. During work absence the employee shall advise the Chief of Police of the employee's medical status and of the ability of the employee to return to work not less frequently than every thirty (30) days.

Section 4. An employee may be permitted by the Chief of Police to return to work to perform "light duty." Light Duty includes temporary and part-time work as well as a modification of work duties and responsibilities. Light Duty is not guaranteed for a member and will be evaluated by the Chief of Police on a case-by-case basis. The decision to return an employee to light duty work shall be made by and in the sole discretion of the Chief of Police considering the availability of light duty work, the nature of the disability, the medical information presented or available, the prognosis for recovery, and the welfare of the other employees in the Police Department.

## **ARTICLE 19**

### **INSURANCE**

The City shall continue to provide to the employees the same insurance coverage provided other City employees.

#### Short-Term Disability Insurance (STD)

As an added benefit the City shall provide short-term disability insurance to all employees covered under this agreement, at no cost to the employee. Employees covered under this agreement shall not be required to exhaust banked PTO, Sick or Vacation time prior to receiving short-term disability benefits. Additionally, employees covered under this agreement shall have the option to use banked PTO, Sick or Vacation time to augment the short-term disability benefit to receive a full paycheck. All members shall receive a copy of the Short-term disability benefit summary program as provided by the City's current carrier outlining the benefit limits and eligibility criteria. This is a negotiable provision as it is the intention of both parties to provide such benefit as long as the market provides a fair and sustainable program.

#### Long-Term Disability Insurance (LTD)

The City shall provide long-term disability insurance to all employees covered under this agreement at no cost to the employee. Members shall have access to a copy of the LDI benefit summary program as provided by the City's current carrier, outlining the benefit limits and eligibility criteria. This is a negotiable provision as it is the intention of both parties to provide such benefit as long as the market provides a fair and sustainable program.

## ARTICLE 20

### GENERAL PROVISIONS

#### Section 1. Severability

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power and as to which they are unable, after exercise of their best efforts, to secure a modification in order to conform to the terms of this Agreement, then all other provisions of this Agreement shall nonetheless remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required, as the result of any subsequently enacted legislation, judicial order, conciliation agreement, or any other legal requirement, the City may institute such changes as may be necessary to comply with such legislature, order, or agreement; or, at its option or by mutual agreement, may reopen this Agreement in order to negotiate such changes as it deems warranted in response to such legislation, order, or agreement.

#### Section 2. Amendments, MOUs, and MOAs

The parties recognize that, during the term of this Agreement, situations may arise that require the modification or clarification of its terms and conditions. This Agreement may be amended or clarified at any time by the mutual consent of the parties. Any such amendment or clarification shall be effective only when reduced to writing and executed by both parties. In such cases, the Union, as the exclusive bargaining representative, is specifically authorized by the bargaining unit employees to enter into Memorandums of Understanding or Memorandums of Agreement with the employer without requiring ratification by the bargaining unit members.

#### Section 3. Anti-Discrimination

a. The City and the PBA agree not to discriminate against applicants for employment nor employees covered by this Agreement on account of race, color, religion, sex, age, national origin, disability status, protected veteran status, union affiliation, or any other characteristic protected by law. .

b. No employee covered under the terms of this Agreement shall be intimidated, coerced, restrained, penalized, or discriminated against in any manner because he has exercised his rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

Section 4. Entire Agreement

a. The City and the PBA acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining.

b. The understanding and agreements arrived at by the City and the PBA, after the exercise of such right and opportunity, are set forth in this Agreement.

## ARTICLE 21

### **RETIREMENT BENEFITS**

The parties recognize that the Employer is presently a participant in the Florida Retirement System (FRS) which may, from time to time, be amended, modified, reduced, or supplemented by State action over which the Employer has no control. The Employer shall have no obligation to negotiate matters over which it has no control.

## ARTICLE 22

### FUNERAL DETAIL

Section 1. The Police Lieutenant who serves as the Honor Guard Coordinator will be granted time away to attend the funeral of a Florida law enforcement officer killed in the line of duty and to attend events commemorating the on-duty deaths of Florida law enforcement officers such as the annual Law Enforcement Memorial Day service in Tallahassee. The composition of the detail, and the funeral or event shall be subject to the approval of the Chief. The Chief will determine whether the funeral detail is an on or off-duty assignment. If approved, a department-issued vehicle shall be provided by the City.

Section 2. Subject to the approval of the Chief, a detail traveling more than 150 miles to a funeral or event may stay overnight.

Section 3. Except for the provision of an approved department-issued vehicle, all expenses of a funeral detail shall be paid by the PBA.

## ARTICLE 23

### **LEGAL PROTECTION**

Section 1. As provided in s. 111.07 and s. 768.28, F.S., the City shall provide a defense for a bargaining unit member who is named as a defendant in any action for an injury or damage suffered as a result of any act, event, or omission of action in the scope of the member's employment with the City. The member shall cooperate fully with the City in the preparation of the defense.

Section 2. No such defense shall be provided in the event the member acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and/or willful disregard of human rights, safety, or property.

## ARTICLE 24

### EDUCATIONAL BENEFITS

Section 1. It is the intent of the City to provide sufficient in-service training to assure that Police Lieutenants will be able to meet or exceed the standards for mandatory retraining certification.

Section 2. If approved by the Chief, second dollar funds may be used to pay for the tuition and books of employees attending college courses approved by Florida Criminal Justice Standards and Training Commission.

Section 3. All training schools and classes shall be attended while the employee is off duty unless otherwise approved by the Chief of Police. Not more than one course or class shall be permitted during on-duty time per semester.

Section 4. Any books, handouts or other reference materials obtained by bargaining unit members while attending any training paid by the City as illustrated above shall remain the property of the City. Such reference materials shall be registered with the training coordinator immediately upon completion of training. Bargaining Unit members may retain and use these reference materials throughout the duration of their employment with the City. However, such reference materials shall be turned in upon request, or in all cases, prior to separation from the City. This section shall not apply to books, handouts or other reference materials that were purchased by the Bargaining Unit members with their own funds and for which they seek no reimbursement from the City.

Section 5. Employees are eligible to participate in the City's Tuition Reimbursement Program, as articulated in the City's Employee Handbook.

## ARTICLE 25

### TAKE HOME VEHICLES

Section 1. Assigned vehicles shall be authorized for law enforcement officers and employees where a take home vehicle would be appropriate based on the employee's job function.

Section 2. Police Lieutenants are eligible to drive their assigned vehicle to and from their home, in an off-duty capacity when their home is within a 30-mile radius, as the crow flies, from City of Stuart limits. The take home vehicle program is governed by the City of Stuart Police Department Policy Manual.

Section 3. The assignment of vehicles will be administered by the Chief of Police or his/her designee. The Chief of Police shall have the authority to assign, suspend, deny or remove any member of the department from the assigned vehicle program.

Section 4. In internal investigations of bargaining unit members involving only non-criminal policy violations, the City's utilization of any and all such data from electronic positioning systems may not establish the existence of any fact in controversy absent some corroborating information.

## ARTICLE 26

### **NON-SCHEDULED AND OFF-DUTY WORK**

Section 1. The Chief of Police may assign an employee to perform off-duty law enforcement work at any time.

Section 2. No employee shall perform unassigned off-duty law enforcement work of any kind unless and until the Chief of Police or designee has approved the nature, time, and place of such work in writing. Such time shall not be considered hours worked.

Section 3. No employee shall perform off-duty work of any kind which the Chief of Police has determined is not appropriate for a Stuart law enforcement officer. Requests of employees to work off-duty shall be made in writing to the Chief of Police.

Section 4. No employee shall engage in off-duty work which is not of a law enforcement nature without first completing the City's Secondary Employment Form, which requires approval from the Chief of Police or designee.

Section 5. Employees working these details are bound by all Stuart Police Department Policies and Procedures. In any detail, Police Lieutenants shall be accountable to the Police Department for their behavior, activities, and conduct while employed by others.

## ARTICLE 27

### **MISCELLANEOUS PROVISIONS**

Section 1. All Police Lieutenants will qualify with weapons carried by them pursuant with current department rules and policies.

Section 2. At no time will any bargaining unit member's voice be recorded without his/her knowledge except during an internal investigation as allowed by law.

Section 3. The City agrees to reimburse an employee no more than three hundred dollars (\$300.00) per calendar year for prescription eye wear, including contacts and prescription sunglasses if damaged as the result of action taken in the line of duty and no negligence is determined on the part of the employee. Documents of the damage must be included in the official police report of the incident. The City will also replace at equal value any other personal items, including but not limited to, cell phones and watches up to \$500 per item (as proven by receipt(s)), if damaged as a result of action taken in the line of duty and no negligence or deliberate action is reasonably determined on the part of the employee.

Section 4. All members of the bargaining unit will be notified as soon as possible following the request of person(s) outside of the City employment to view and/or copy the file of the bargaining unit member. This does not include those who have written permission from the bargaining unit member.

Section 5. Member's pictures / photos may periodically be shared on social media, publications, or other media outlets. Members that prefer to not have their image shared must submit their request of exclusion to the Chief of Police via Chain of Command annually.

**ARTICLE 28**

**WAGES**

Section 1. Effective October 1, 2025, Police Lieutenants were granted a 7.5% base rate adjustment. The PBA and the City agree that additional rate adjustments are waived for fiscal year 2026 (10/1/2025 – 9/30/2026) unless specifically afforded through another Article of this agreement. The current salary range for Police Lieutenants (\$96,762 - \$155,896) remains in force through fiscal year 2026. A step plan is implemented beginning in fiscal year 2027 (10/1/2026 – 9/30/2027):

FY27

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
\$125,740	\$132,027	\$138,629	\$145,560	\$152,838

FY28

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
\$132,027	\$138,628	\$145,560	\$152,838	\$160,480

Members will be slotted as shown below to coincide with the paydate of October 16, 2026, as long as 40 hours of training relevant to the position of Police Lieutenant, as approved by the Chief of Police or his designee, are completed.

**Slotting**

FY27 Slotting

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
\$125,740	\$132,027	\$138,629	\$145,560	\$152,838
		<i>Bossio, Brian</i>	<i>Duran, David</i>	
			<i>Reddick, John</i>	

Effective with the paydate of October 15, 2027, members will remain in their assigned step but be elevated to the rate shown for that step in the FY28 step plan.

Additionally, a one-time General Wage Adjustment Lump Sum of \$3,000 will be paid to each Police Lieutenant effective with the first full paycycle in FY27 (October 16, 2026) and FY28 (October 15, 2027).

At no time will a member be permitted to exceed the maximum of their assigned step. Employees at the maximum step will be “red lined” and not permitted to receive additional base pay increases, unless the step plan is adjusted and accompanying provisions of this agreement support an increase.

Section 2. FRS rules currently require employees to contribute 3% to the pension or investment fund. In fiscal year 2012, the City instituted a Conditional GWI Adjustment to fill this gap.

If FRS rules change to eliminate the employee contribution after September 30, 2012, the City will discontinue filling the gap resulting in no net income loss to the employee.

If FRS increases employee contributions above the 3%, the City is not bound to provide offsetting compensation.

Those members who do not participate in employee contributions to FRS (i.e. DROP) are not affected by this provision and will not receive Conditional GWI Adjustments.

Section 3. General Wage Increase (GWI), Cost of Living Adjustment (COLA), and Merit Increase

The Step Plan in Section 1 of this Article represents the application of a combined GWI / COLA and Merit for each fiscal year shown.

Section 4. Career Service Incentive

Effective FY26 (October 1, 2025 to September 30, 2026) and FY27 (October 1, 2026 to September 30, 2027), a member who reaches a milestone anniversary date with continuous, uninterrupted full-time service as a certified law enforcement officer and who receives a rating of "Meets Expectations" (or similar verbiage) or better on their performance evaluation will receive a one-time gross lump sum on their anniversary date:

10 Years	\$2,000
15 Years	\$2,500
20 Years	\$3,000
25 Years	\$3,500

## ARTICLE 29

### EVALUATIONS

Section 1. An annual evaluation of work performance will be conducted for all employees on the anniversary date of employment with the Stuart Police Department.

The annual evaluation can be produced through an electronic performance management software at the City's discretion. All evaluations shall be conducted in a timely manner and are subject to the Chief's review and approval.

Section 2. Evaluations will be conducted by the employee's Police Captain.

Section 3. An employee who is not satisfied with the outcome of an evaluation may appeal the evaluation to the Chief of Police for a review thereof. If the employee is not satisfied with the result of the review by the Chief of Police, the employee may appeal the evaluation to the City Manager. In reviewing the evaluation, the Chief of Police and the City Manager shall have the authority to modify the evaluation as they see fit. The decision of the City Manager shall be final and binding and is exempt from the grievance procedure found in Article 4.

## **ARTICLE 30**

### **OFF DUTY DETAILS**

Members agree and understand that off-duty details will be handled and scheduled by the City. Members cannot solicit their own details and must abide by the rules set forth by the City and department policy.

Hours spent at the Off-Duty Detail will be paid at the current Off-Duty Detail rate. Off-Duty Detail will be considered retirement creditable wages for which the City will report to FRS accordingly.

Bargaining unit members will have first right of refusal on any open details not filled within 96 hours of the detail.

**ARTICLE 31**

**DURATION OF AGREEMENT**

Section 1. Except as otherwise provided herein, this Agreement shall be effective October 1, 2025 and shall remain in full force and effect until September 30, 2028.

Section 2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the merger, consolidation, sale, transfer, lease, or assignment of either party hereto or of any separable, independent segment of either party hereto.

Section 3. It is the specific intention of the parties that regardless of any past practice or custom, upon expiration of this Agreement wages and other economic benefits will not be increased or adjusted until renegotiated, except as provided in Article 28 (Wages).

Section 4. It is further understood that no provision of this Agreement shall foreclose further negotiations of any Article or portion of an Article upon mutual agreement of the parties.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST

CITY OF STUART, FLORIDA

\_\_\_\_\_  
Mary R. Kindel, City Clerk

\_\_\_\_\_  
Michael Giardino, City Manager

APPROVED AS TO FORM  
AND CORRECTNESS

PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION

\_\_\_\_\_  
Lee Baggett, City Attorney

\_\_\_\_\_  
John Kazanjian, Palm Beach County PBA  
President

Date City Ratified \_\_\_\_\_

Date PBA Ratified \_\_\_\_\_

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

**Meeting Date:** 6/8/2026

**Prepared by:**

**Title of Item:**

CALLING THE 2026 MUNICIPAL ELECTION (RC):

RESOLUTION No. 42-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CALLING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 18, 2026; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 8, 2026 AND ENDING ON AUGUST 15, 2026 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

A Municipal Election of the City of Stuart will be held on August 18, 2026 for the election of City Commission Groups I, III, and V. Early voting begins on August 8, 2026 and ends on August 15, 2026 at the Martin County Supervisor of Elections Office.

**Funding Source:**

N/A

**Recommended Action:**

Approve Resolution No. 42-2026.

**ATTACHMENTS:**

1. R42-2026 Calling the Election



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

**RESOLUTION NUMBER 42-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CALLING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 18, 2026; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 8, 2026 AND ENDING ON AUGUST 15, 2026 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS**, a Municipal Election of the City of Stuart, Florida shall be held on August 18, 2026 for the election of City Commission Groups I, III, and V with 4-year terms; and

**WHEREAS**, early voting is scheduled from August 8<sup>th</sup> through August 15<sup>th</sup> from 8:00 AM to 5:00 PM at the Supervisor of Elections Office located at 135 SE Martin Luther King, Jr. Avenue in Stuart, Florida.

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

**SECTION 1:** On Election Day, August 18, 2026, candidates for Commission Groups I, III, and V that receive a majority of the votes cast for City Commission in their respective Group shall be declared elected.

**SECTION 2:** A Run-Off Election, if necessary, will be held during the General Election on November 3, 2026 in the event the votes cast in the Primary Election fail to elect a candidate in any Group by a majority vote.

**SECTION 3:** City of Stuart registered voters may vote “early” at any polling location designated by the City Clerk, as follows:

**Martin County Supervisor of Elections Office  
135 SE Martin Luther King, Jr. Boulevard  
Stuart, Florida 34994**

Early Voting will commence on August 8, 2026 and end on August 15, 2026, 8:00 AM to 5:00 PM each day, established by the Supervisor of Elections under Florida law.

**SECTION 4:** City of Stuart registered voters shall vote at their regular precinct for the regular election on Election Day.

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

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

SEAN REED, MAYOR  
VACANT, 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

\_\_\_\_\_  
SEAN REED  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
LEE J. BAGGETT, ESQ.  
CITY ATTORNEY

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

**Meeting Date:** 6/8/2026

**Prepared by:** Flamur Zenelovic

**Title of Item:**

ILA BETWEEN CITY AND SCHOOL BOARD OF MARTIN COUNTY FOR PHOENIX CURRICULUM (RC):

RESOLUTION No. 41-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO PROVIDE SERVICES TO THE MARTIN COUNTY SCHOOL BOARD FOR TEACHING THE PHOENIX CURRICULUM AT SPECTRUM ACADEMY, J.D. PARKER ELEMENTARY SCHOOLS, AND ANY OTHER MARTIN COUNTY SCHOOL WITHIN THE CITY REQUESTING THE CURRICULUM; AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH CRIME PREVENTION/INTERVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

The Stuart Police Department employs a Youth Intervention/Crime Prevention Specialist who teaches the Phoenix Curriculum, which focuses on gang prevention and awareness, to students in the Martin County School District. This curriculum has been taught in the school district for several years and is considered a widely effective intervention and prevention strategy.

**Funding Source:**

N/A

**Recommended Action:**

Recommend approval of R41-2026 by the Commission. The Phoenix Curriculum has been taught by the Stuart Police Department's Youth Intervention/Crime Prevention Specialist in some Martin County Schools for several years.

**ATTACHMENTS:**

1. R41-2026 Stuart PD and Martin County School ILA
2. Stuart and MCSD ILA for reference from 2018



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

**RESOLUTION NUMBER 41-2026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO PROVIDE SERVICES TO THE MARTIN COUNTY SCHOOL BOARD FOR TEACHING THE PHOENIX CURRICULUM AT SPECTRUM ACADEMY, J.D. PARKER ELEMENTARY SCHOOLS AND ANY OTHER MARTIN COUNTY SCHOOL WITHIN THE CITY REQUESTING THE CURRICULUM; AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH CRIME PREVENTION/INTERVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

**WHEREAS**, the City of Stuart (“CITY”) and the Martin County School Board (“SCHOOL BOARD”) have determined that it is to their mutual advantage to cooperate in teaching and implementing the Phoenix Gang Intervention and Prevention Program; and

**WHEREAS**, the CITY and the SCHOOL BOARD have determined that the City of Stuart Police Department has the capacity and qualifications to teach the Program; and

**WHEREAS**, the CITY and the SCHOOL BOARD have determined that it is in their best interest and that of the public they both serve to cooperate in youth development and crime prevention; and

**WHEREAS**, the CITY and the SCHOOL BOARD have determined that the certain students enrolled at J.D. Parker Elementary School, Spectrum Academy, and any other Martin County Schools located within the City limits should be taught the curriculum from Phoenix Gang Prevention/Intervention Program; and

**WHEREAS**, the CITY and the SCHOOL BOARD have determined that entering into this Agreement is in the best interest of the health, safety, and welfare of the Citizens of the City of Stuart and Martin County.

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

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

**SECTION 2:** That the Youth Crime Prevention/Intervention Specialist of the Stuart Police Department is authorized to teach the Phoenix Curriculum to students enrolled at Spectrum Academy, J. D Parker Elementary School, and any other Martin County School located within the city requesting the curriculum be taught as outlined in the attached interlocal agreement.

**SECTION 3:** The City Commission authorizes the Mayor and any other designated City Official to execute the attached Interlocal Agreement between the City and the Martin County School Board after review and approval of the City Attorney as to form.

**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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this \_\_\_\_\_ day of June 2026.

Resolution No. 41-2026; ILA Between the City of Stuart and the Martin County School Board authorizing the Youth Crime Prevention/Intervention Specialist to teach the Phoenix Curriculum

ATTEST:

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MARY R. KINDEL, MMC  
CITY CLERK

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SEAN REED  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

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LEE J. BAGGETT, ESQ.  
CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH CRIME PREVENTION/INTERVENTION PROGRAM**

THIS INTERLOCAL AGREEMENT ("Agreement") by and between the MARTIN COUNTY SCHOOL BOARD, the governing body of the School District of Martin County, Florida ("SCHOOL BOARD") and the CITY OF STUART, a municipal corporation, ("CITY") is made and entered into by both entities which are located in Martin County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

**RECITALS**

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

**WHEREAS**, the SCHOOL BOARD and the CITY have determined that it is to their mutual advantage to cooperate in teaching and implementing the Phoenix Gang Intervention and Prevention Program; and

**WHEREAS**, the SCHOOL BOARD and the CITY have determined that the City of Stuart Police Department has the capacity and qualifications to teach the Program; and

**WHEREAS**, the SCHOOL BOARD and the CITY have determined that it is in their best interest and that of the public they both serve to cooperate in youth development and crime prevention; and

**WHEREAS**, the SCHOOL BOARD and the CITY have determined that the 4<sup>th</sup> and 5<sup>th</sup> grade students at J.D. Parker Elementary School and the 9<sup>th</sup> to 12<sup>th</sup> grade students enrolled in Spectrum Academy and any other Martin County Schools within the City limits. The Phoenix curriculum has several curricula to provide Prevention and Intervention to students from 4<sup>th</sup> to 12<sup>th</sup> grade. Grades 4-12 are of sufficient educational levels to receive the Program lessons and testing; and,

**WHEREAS**, the SCHOOL BOARD and the CITY have determined that entering into this Agreement is in the best interest of the health, safety, and welfare of the Citizens of the City of Stuart and Martin County.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY agrees to, and the SCHOOL BOARD agrees to, at sites known as J.D. Parker Elementary School, Spectrum Academy, or any other Martin County School in the City of Stuart:

**SECTION 1: Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

**SECTION 2: Authority.** This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

**SECTION 3: Term.** The term of this Agreement shall commence upon the full execution by the parties of this Agreement and shall continue unless terminated by either party upon issuing a one hundred and twenty (120) day Notice, which indicates the intent of a party to terminate this Agreement. The termination Notice shall be provided to the respective person(s) identified under the Notice Section of this Agreement.

**SECTION 4: Phoenix Gang Prevention/Intervention Program.**

I. A.R. Phoenix Resources, Inc., has developed educational products for gang intervention and prevention, which are marketed as “guides the students to develop self-efficacy in identifying and addressing the highest risk factors for substance abuse, violence, safe social media use, antibullying, gang involvement, and other crime. In the case of Phoenix programs, self-efficacy will include the ability to recognize high-risk people, places, things, and situations, and have confidence that they can handle these risk factors effectively using their new capabilities. These new capabilities and skills include a range of coping options for avoidance, escape, refusal, gang resistance, and violence prevention." The products by Phoenix are, based upon their website," based on the New Jersey Juvenile Justice Commission's experience with the Phoenix Gang Intervention and New Freedom programs. The school-based NJJC program, Project Phoenix, demonstrated significant reductions in recidivism (50+% reduction) using these anti-gang strategies, and the program was awarded the national "Spirit of Excellence" award at the National Gang Crime Research Center's 2004 annual gang program conference in Chicago.

2. CITY, by and through its Police Department, is willing to provide one Youth Crime Prevention/Intervention Specialist for implementing, teaching, and testing for the Phoenix Program, and reporting of the test scores to the teachers at the above-mentioned school facility. A schedule for implementing this program will be determined by the schools based on the academic schedule. CITY represents that it has the ability, authority, knowledge, and appropriate staffing to deliver these services to the 4<sup>th</sup> and 5<sup>th</sup> grade students at J.D. Parker Elementary School and 9-12<sup>th</sup> grade students enrolled in Spectrum Academy, or any other Martin County School located in the City of Stuart, and shall do so through the Stuart Police Youth Crime Prevention/ Intervention Specialist. Said Specialist shall remain an employee of the CITY and shall not be considered an employee of the SCHOOL BOARD or its District. Said Specialist shall be considered to be in the course and scope of employment with the City of Stuart and therefore covered under the CITY's workers' compensation insurance coverage in accordance with and in compliance with Chapter 440, Florida Statutes. Employers' Liability coverage at a minimum of \$ 500,000 for each accident, \$500,000 by disease, policy limit, and \$500,000 by disease for each employee. CITY waives all rights of subrogation for recovery from the SCHOOL BOARD of claims for bodily injury to the extent these injuries are covered by workers' compensation. Said Counselor shall also comply with all SCHOOL BOARD and District policies and procedures while performing this Agreement and while on any SCHOOL BOARD or District premises.

3. SCHOOL BOARD can and will provide the CITY with a schedule, a class list, access to the students during school hours, and the school facility referenced above, and shall distribute and collect parent permission slips for enrollment of students in the Phoenix Program to be taught by the CITY.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. CITY and School Board agree that the Circuit Court for the 19th Judicial Circuit, Martin County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes arising out of, relating to or otherwise under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court and the State of Florida, acknowledges that the Court has jurisdiction over this Agreement and the parties hereto, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**SECTION 5: Liability.** The parties acknowledge that they are both governmental entities governed by the provisions of Section 768.28, Florida Statutes, and other applicable law. Without waiving any provisions provided therein, the parties agree that each will, to the extent permitted by law, be responsible for any damage caused by or arising out of the negligence of its own employees or agents. Nothing contained herein shall be construed or interpreted as consent by either party to be sued or as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes, and other applicable law.

**SECTION 6: Notices.** All notices provided for herein shall be in writing and transmitted by U.S. mail or delivered in person to:

City Manager  
City of Stuart  
121 SE Flagler Avenue  
Stuart, FL 34994  
With a copy to the City Attorney.

Martin County School Board Superintendent  
Office of the Superintendent of Schools  
School District of Martin County  
500 East Ocean Boulevard  
Stuart, FL 34994  
With a copy to the School Board Attorney.

**SECTION 7: Amendments.** This Agreement may only be amended, modified, changed, supplemented, or otherwise altered by an instrument in writing signed by the parties hereto. However, it is understood that standard operating procedures may be developed by administrative staff to facilitate the deliverables identified under this Agreement without the necessity of a writing signed by the SCHOOL BOARD or the CITY.

**SECTION 8: Entire Agreement. Waivers.** The SCHOOL BOARD and the CITY agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. The parties each knowingly, voluntarily, and intelligently waive their constitutional right to a trial by jury with respect to any claim, dispute, conflict or contention, if any, as may arise under this Agreement and agree that any litigation between the parties concerning this Agreement shall be heard by a court of competent jurisdiction sitting without a jury. The parties hereby confirm to each other that they have reviewed the effect of this waiver of jury trial with competent legal counsel of their choice, or have been afforded the opportunity to do so prior to signing this Agreement. THIS IS A FULL AND FINAL WAIVER OF THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. No parties failure to insist upon strict adherence to any provision or covenant of this Agreement on any occasion shall not be deemed a waiver or deprive said party of their rights thereafter to insist upon strict adherence to that provision, or covenant, or any other provision, or covenant of this Agreement. A waiver of any provision or covenant hereof shall not operate or be construed as a continuing waiver thereof or as a waiver or any other similar or dissimilar provision or covenant.

**SECTION 9: Assignment.** This Agreement is not assignable.

**SECTION 10: Joint preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**SECTION 11: Binding effect Records.** This Agreement shall inure to the benefit of the parties and shall be binding upon the parties, their respective assigns and successors in interest. All parties agree to comply with Chapter 119, Florida Statutes.

### **Confidentiality of Student Records**

- a. In the course of performance under this Agreement, CITY may have access to data or may create data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with SCHOOL BOARD; which may be protected by Federal and/or State laws and regulations; including, but not limited to, 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq., and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time.
- b. **SCHOOL BOARD** and **CITY** agree that in the event any person(s) seeks to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that CITY will immediately inform SCHOOL BOARD of such request in writing if allowed by law or judicial and/or administrative order. CITY shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the SCHOOL BOARD. CITY shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by CITY shall be provided to the SCHOOL BOARD. It shall be the SCHOOL BOARD's sole responsibility to respond to requests for data or information received by the CITY regarding School District data or information. Should CITY receive a court order or lawfully issued subpoena seeking

the release of Confidential Information, CITY shall provide immediate notification to SCHOOL BOARD of its receipt of such court order or lawfully issued subpoena and shall immediately provide SCHOOL BOARD with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

- c. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at SCHOOL BOARD's discretion, result in cancellation of this agreement and the eligibility for CITY to receive any information from SCHOOL BOARD for a period of not less than five (5) years. In addition, CITY agrees to indemnify and hold the School District harmless for any loss, cost, damage, or expense suffered by the SCHOOL BOARD as a direct result of such breach.
- d. In the event that a security breach of its systems or processes exposes SCHOOL BOARD's Confidential Information to a third party, CITY will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to SCHOOL BOARD.
- e. Upon expiration or termination of this Agreement, CITY shall return and/or destroy all Confidential Information received from SCHOOL BOARD upon, and in accordance with, direction from SCHOOL BOARD. CITY shall not retain copies of any data or information received from SCHOOL BOARD once SCHOOL BOARD has directed CITY as to how such information shall be returned to SCHOOL BOARD and/or destroyed. Furthermore, CITY shall ensure that they dispose of any and all data or information received from SCHOOL BOARD in a SCHOOL BOARD-approved manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices), to the extent permitted by law."
- f. The School Board shall remain responsible for all retention and compliance of records pursuant to Florida Statute, Section 119.

**SECTION 12: Filing of Agreement.** This Agreement and any amendments thereto shall be filed with the Clerk of the Circuit Court for Martin County.

As to the Martin County School Board:

**MARTIN COUNTY SCHOOL BOARD**

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Marsha B. Powers  
Chair

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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Michael Maine  
Superintendent of Schools

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Anthony D. George, Jr., Esq.  
School Board Attorney

As to the City of Stuart:

**CITY OF STUART, FLORIDA**

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Sean Reed  
Mayor

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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Mary R. Kindel, MMC  
City Clerk

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Lee J. Baggett, Esq.  
City Attorney



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

**RESOLUTION NUMBER 91-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO PROVIDE SERVICES TO THE MARTIN COUNTY SCHOOL BOARD; A GOVERNING BODY OF THE SCHOOL DISTRICT OF MARTIN COUNTY, FOR TEACHING THE PHOENIX CURRICULUM AT FELIX A. WILLIAMS AND J.D. PARKER ELEMENTARY SCHOOLS, AND AUTHORIZING THE ACCEPTANCE AND ADOPTING THE PROVISIONS OF THE PROGRAM PROVIDING AN EFFECTIVE DATE IMMEDIATELY**

**\*\*\*\*\***

**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, Florida authorizes the Stuart Police Department to provide services to the Martin County School District, authorized by the Martin County School Board; by acknowledging that the Phoenix curriculum will be authorized to be taught at Felix A. Williams Elementary School and J. D Parker Elementary School.**

**SECTION 2: 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.**

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

Res.91-2018  
Phoenix Curriculum

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 24<sup>th</sup> day of September, 2018.

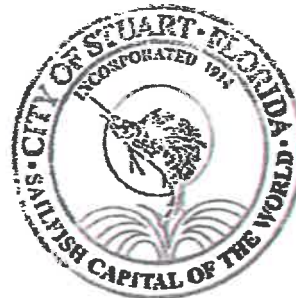
ATTEST:

  
\_\_\_\_\_  
MARY R. KINDEL  
CITY CLERK

  
\_\_\_\_\_  
KELLI GLASS LEIGHTON  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY



**INTERLOCAL AGREEMENT BETWEEN THE MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH INTERVENTION PROGRAM**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** by and between the **MARTIN COUNTY SCHOOL BOARD**, the governing body of the School District of Martin County, Florida (“**SCHOOL BOARD**”) and the **CITY OF STUART**, a municipal corporation, (“**CITY**”) is made and entered into by both entities which are located in Martin County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

**RECITALS**

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

**WHEREAS**, The **SCHOOL BOARD** and the **CITY** have determined that it is to their mutual advantage to cooperate in teaching and implementing the Phoenix Gang Intervention and Prevention Program; and

**WHEREAS**, The **SCHOOL BOARD** and the **CITY** have determined that the City of Stuart Police Department have the capacity and qualifications to teach the Program; and

**WHEREAS**, The **SCHOOL BOARD** and the **CITY** have determined that it is in their best interest and that of the public they both serve to cooperate in youth development and crime prevention; and

**WHEREAS**, The **SCHOOL BOARD** and the **CITY** have determined that the fourth grade students at J.D. Parker Elementary School and Felix A. Williams Elementary School are of sufficient education level to receive the Program lessons and testing; and,

**WHEREAS**, The **SCHOOL BOARD** and the **CITY** have determined that entering into this Agreement is in the best interest of the health, safety, and welfare of the Citizens of the City of Stuart and Martin County.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY** agrees to and the **SCHOOL BOARD** agrees to at a site known as J.D. Parker Elementary School and Felix A. Williams Elementary School:

**SECTION 1. Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

**SECTION 2. Authority.** This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

**SECTION 3. Term.** The term of this Agreement shall commence upon the full execution by the parties of this Agreement and shall continue unless terminated by either party upon issuing a one hundred and twenty days (120) day Notice which indicates the intent of a party to terminate this Agreement. The termination Notice shall be provided to the respective person(s) identified under the Notice Section of this Agreement.

**SECTION 4. Phoenix Gang Intervention and Prevention Program.**

1. A.R. Phoenix Resources, Inc., has developed educational products for gang intervention and prevention, which is marketed as, "guides the students to develop self-efficacy in identifying and addressing the highest risk factors for substance abuse, violence, bullying, gang involvement, and other crime. In the case of Phoenix programs, self-efficacy will include the ability to recognize high risk people, places, things, and situations, and have confidence that they can handle these risk factors effectively using their new capabilities. These new capabilities and skills include a range of coping options for avoidance, escape, refusal, gang resistance, and violence prevention." The products by Phoenix are, based upon their website," based on the New Jersey Juvenile Justice Commission's experience with the Phoenix Gang Intervention and New Freedom programs. The school-based NJJC program Project Phoenix demonstrated significant reductions in recidivism (50+% reduction) using these antigang strategies, and the Project Phoenix anti-gang program was awarded the national "Spirit of Excellence" award at the National Gang Crime Research Center's 2004 annual gang program conference in Chicago."

2. CITY, by and through its Police Department, is willing to provide one counselor for implementing, teaching and testing for the Phoenix Program, and reporting of the test scores to the teachers at the above mentioned school facility. A schedule for implementing this program will be determined by the schools based on the academic schedule. CITY represents that it has the ability, authority, knowledge and appropriate staffing to deliver these services to the 4<sup>th</sup> grade student class at J.D. Parker Elementary School and Felix A. Williams Elementary School, and shall do so through the Stuart Police Youth Intervention Counselor. Said Counselor shall remain

an employee of the CITY and shall not be considered an employee of SCHOOL BOARD or its District. Said Counselor shall be considered to be in the course and scope of employment with the City of Stuart and therefore covered under the CITY's workers compensation insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes. Employers' Liability coverage at a minimum of \$ 500,000 for each accident,\$500,000 by disease, policy limit and \$500,000 by disease each employee, CITY waives all rights of subrogation for recovery from SCHOOL BOARD of claims for bodily injury to the extent these injuries are covered by workers compensation. Said Counselor shall also comply with all SCHOOL BOARD and District policies and procedures while performing this Agreement and while on any SCHOOL BOARD or District premises.

3. SCHOOL BOARD can and will provide to CITY a schedule, a class list, access to the students during school hours and school facility referenced above, and shall distribute and collect parent permission slips for enrollment of students in the Phoenix Program to be taught by CITY.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida **without regard to any choice of law provisions**. CITY and School Board agree that the Circuit Court for the 19th Judicial Circuit, Martin County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes arising out of, relating to or otherwise under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court and the State of Florida, acknowledges that the Court has jurisdiction over this Agreement and the parties hereto, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

**SECTION 5. Liability.** The parties acknowledge that they are both governmental entities governed by the provisions of Section 768.28, Florida Statutes and other applicable law. Without waiving any provisions provided therein, the parties agree that each will, to the extent permitted by law, be responsible for any damage caused by or arising out of the negligence of its own employees or agents. Nothing contained herein shall be construed or interpreted as consent by either party to be sued or as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes and other applicable law.

**SECTION 6. Notices.** All notices provided for herein shall be in writing and transmitted by U.S. mail or delivered in person to:

City Manager  
City of Stuart  
121 SE Flagler Avenue  
Stuart, FL 34994

Martin County School Board Superintendent  
Office of the Superintendent of Schools  
School District of Martin County  
500 East Ocean Boulevard  
Stuart, FL 34994

With a copy to the School Board Attorney and City Attorney.

**SECTION 7. Amendments.** This Agreement may only be amended, modified, changed, supplemented or otherwise altered by an instrument in writing signed by the parties hereto. However, it is understood that standard operating procedures may be developed by administrative staff to facilitate the deliverables identified under this Agreement without the necessity of a writing signed by the SCHOOL BOARD or the CITY.

**SECTION 8. Entire Agreement. Waivers.** The SCHOOL BOARD and the CITY agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. The parties each knowingly, voluntarily and intelligently waive their constitutional right to a trial by jury with respect to any claim, dispute, conflict or contention, if any, as may arise under this Agreement and agree that any litigation between the parties concerning this Agreement shall be heard by a court of competent jurisdiction sitting without a jury. The parties hereby confirm to each other that they have reviewed the effect of this waiver of jury trial with competent legal counsel of their choice, or have been afforded the opportunity to do so prior to signing this Agreement. THIS IS A FULL AND FINAL WAIVER OF THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. No parties failure to insist upon strict adherence to any provision or covenant of this Agreement on any occasion shall not be deemed a waiver or deprive said party of their rights thereafter to insist upon strict adherence to that provision, or covenant or any other provision, or covenant of this Agreement.

A waiver of any provision or covenant hereof shall not operate or be construed as a continuing waiver thereof or as a waiver or any other similar or dissimilar provision or covenant.

**SECTION 9. Assignment.** This Agreement is not assignable.

**SECTION 10. Joint preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**SECTION 11. Binding effect. Records.** This Agreement shall inure to the benefit of the parties and shall be binding upon the parties, their respective assigns and successors in interest. All parties agree to comply with Chapter, 119, Florida Statutes.

**Confidentiality of Student Records**

- a. In the course of performance under this Agreement, CITY may have access to data or may create data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with SCHOOL BOARD; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq., and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time.
  
- b. SCHOOL BOARD and CITY agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that CITY will immediately inform SCHOOL BOARD of such request in writing if allowed by law or judicial and/or administrative order. CITY shall only retrieve such data or information upon receipt of, and in accordance with, written directions by SCHOOL BOARD. CITY shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by CITY shall be provided to SCHOOL BOARD. It shall be SCHOOL BOARD's sole responsibility to respond to requests for data or information received by CITY regarding School District data or information. Should CITY receive a court order or lawfully issued subpoena seeking the release of Confidential Information, CITY shall provide immediate notification to SCHOOL BOARD of its receipt of such


court order or lawfully issued subpoena and shall immediately provide **SCHOOL BOARD** with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

- c. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at **SCHOOL BOARD**'s discretion, result in cancellation of this agreement and the eligibility for **CITY** to receive any information from **SCHOOL BOARD** for a period of not less than five (5) years. In addition, **CITY** agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by **SCHOOL BOARD** as a direct result of such breach.
- d. In the event that a security breach of its systems or processes exposes **SCHOOL BOARD**'s Confidential Information to a third party, **CITY** will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to **SCHOOL BOARD**.
- e. Upon expiration or termination of this Agreement, **CITY** shall return and/or destroy all Confidential Information received from **SCHOOL BOARD** upon, and in accordance with, direction from **SCHOOL BOARD**. **CITY** shall not retain copies of any data or information received from **SCHOOL BOARD** once **SCHOOL BOARD** has directed **CITY** as to how such information shall be returned to **SCHOOL BOARD** and/or destroyed. Furthermore, **CITY** shall ensure that they dispose of any and all data or information received from **SCHOOL BOARD** in a **SCHOOL BOARD**-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices), to the extent permitted by law.”
- f. The School Board shall remain responsible for all retention and compliance of records pursuant to Florida Statute, Section 119.

**SECTION 12. Filing of Agreement.** This Agreement and any amendments thereto shall be filed with the Clerk of the Circuit Court for Martin County.

**As to the Martin County School Board:**

**MARTIN COUNTY SCHOOL BOARD**

  
Christia Li Roberts  
Chair

**ATTEST:**

  
Laurie Gaylord  
Superintendent of Schools


**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

  
Anthony D. George, Jr. School Board Attorney

**As to the City of Stuart:**



**CITY OF STUART, FLORIDA**

  
Mayor Kelli Glass Leighton

**ATTEST:**

  
City Clerk Mary R. Kindel

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

  
City Attorney Michael Mortell

Handwritten text, possibly a signature or initials, located in the center of the page.

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

**Meeting Date:** 6/8/2026

**Prepared by:** Mechelle Arbuzow

**Title of Item:**

**(CONTINUED TO A DATE CERTAIN OF JUNE 22, 2026 CCM)** 1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):

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

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

The applicant, Joseph Castellana of 1560 Boone, LLC, owner of the property located at 1951 NW Federal Highway, seeks to amend the Commercial Planned Unit Development (CPUD) to facilitate the development of a Popeye's restaurant with double drive-through facility within the vacant footprint and remove the retail portion of Phase 3B to complete the Windemere Point Planned Unit Development.

The Windemere Point Commercial Planned Unit Development (CPUD) comprises three parcels, designated with CPUD zoning and a Commercial Future Land Use classification, totaling approximately nine (9) acres. The specific parcel where the proposed project will be located totals 1.64 acres.

The applicant is requesting approval from the Stuart City Commission to construct a 1,995-square-foot Popeye's restaurant featuring a dual drive-through. Under the original Planned Unit Development (PUD) approval, Phase 3B included both a restaurant and a retail component. The applicant now seeks to amend the Commercial Planned Unit Development (CPUD) to eliminate the retail portion, designating the restaurant as the sole use for Phase 3B. The original CPUD approved two (2) wall signs totaling 84 square feet. The current application originally requested ten (10) wall signs totaling 300.3 square feet. Upon feedback from the Local Planning Agency (LPA) Board meeting held on November 13th, 2025, the applicant modified the request to four (4) wall signs totaling 224.3 square feet.

Staff does find the proposed development to be consistent with the City's Land Development Regulations and Comprehensive Plan. However, the signage portion of the proposed development is not consistent with the original CPUD approval.

**Funding Source:**

N/A

**Recommended Action:**

Motion to move Ordinance No. 2546-2026 to Second Reading.

**ATTACHMENTS:**

1. 2546-2025 Major Amendment CPUD

2. Staff Report
3. Major PUD Amendment Application
4. Master Site Plan
5. Survey
6. Outparcel Site Plan
7. Building Elevation and Signage
8. Building Renderings
9. Alternative Building Elevation and Signage
10. Alternative Building Renderings
11. Drainage Report Statement
12. Engineering Plan C-1
13. Engineering Plan C-2
14. Irrigation Plan LI-1
15. Irrigation Plan LI-2
16. Landscape Plan LP-1
17. Landscape Plan LP-2
18. Traffic Analysis
19. Tree Disposition Plan
20. PDQ Sign Package



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

**ORDINANCE NUMBER 2546-2025**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE “WINDEMERE POINT” COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYES RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMER DRIVE AND N.W. FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

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

**WHEREAS**, pursuant to the Florida Local Government Development Agreement Act, Florida Statutes § 163.3220 *et. Seq.*, the City of Stuart ha

**WHEREAS**, on May 11, 1998, the City Commission adopted Ordinance No. 1545-97, the voluntary annexation by the City of Stuart of annexation parcel #F4 being generally a 9.0-acre parcel of land on the east side of U.S. Highway One in Section 29, Township 37 South, Range 41 east,

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

Martin County, Florida, upon the petition of the owner thereof: declaring that the voluntary petition for annexation filed pursuant to Florida Statutes §171.044 bears the signature of the owner of the property to be annexed and that such application complies with all requirements of Chapter 171, Florida Statutes; and

**WHEREAS**, on August 24, 1998, the City Commission adopted Ordinance No. 1547-97, to establish the zoning classification of Commercial Planned Unit Development (“CPUD”) for annexation parcel #F4 being a 9.0-acre parcel of land generally located on the east side of U.S. Highway One in Section 29, Township 37 South, Range 41 East, Martin County, Florida, providing that the Zoning Map of the City shall be amended accordingly, and

**WHEREAS**, On February 25, 2008, the City Commission adopted Ordinance 2149-08, approving a major amendment to the CPUD on the property located on southeast corner of North Federal Highway and NW Windemere Drive, providing for an approval of a Master/Final site plan; providing conditions for compliance with site design qualitative development standards to establish the “Windemere Point f.k.a. Pointe at Jensen Beach Commercial Planned Unit Development,” A retail commercial development; declaring the CPUD Development; declaring the CPUD Development to be consistent with the Comprehensive Plan of the City; approving certain development documents; approving certain conditions of development; repealing all ordinances in conflict herewith, and

**WHEREAS**, on December 8, 2008, the City Commission adopted Resolution No. 137-08, a minor amendment to the “Windemere Point Commercial Planned Unit Development” site plan, providing an effective date; and for other purposes, and

**WHEREAS**, on February 8, 2010, the City Commission adopted Resolution No. 15-2010, a minor amendment to the “Windemere Point Commercial Planned Unit Development (CPUD)” development conditions, and

**WHEREAS**, On November 14, 2011, the City Commission adopted Ordinance No. 2237-11, a major amendment to the CPUD on the property located on the southeast corner of the North

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

Federal Highway and NW Windemere Drive; providing for an approval of a Major PUD Amendment providing for a new timetable for approval of construction permits and the issuance of Certificates of Occupancy for “Windemere Point” f.k.a. Point at Jensen Beach Commercial Planned Unit Development; amending the development timetable, and

**WHEREAS**, on November 13, 2013, the City Commission adopted Ordinance No. 2273-14, a major amendment to the CPUD on the property located on the southeast corner of NW Federal Highway and NW Windemere Drive, providing for approval of a Major PUD Amendment for “Windemere Point” frequently known as (f.k.a.) Pointe at Jensen Beach Commercial Planned Unit Development; amending the development time table accordingly; for approval of construction permits and the issuance of Certificates of Occupancy, and

**WHEREAS**, on February 26, 2015, the City Commission adopted Ordinance No. 2304-2015, approving a major amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby amending the project’s site plan to include a PDQ Restaurant and Retail Building; and amending the timetable of development for Phase I approval of construction permits and the issuance of Certificates of Occupancy, and

**WHEREAS**, on June 13, 2016, the City Commission adopted Resolution No. 57-2016, approving a minor amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby amending the timetable of development for Phase 1 and Phase 2 approval of the issuance of Certificates of Occupancy; providing an effective date; and for other purposes.

**WHEREAS**, on September 25, 2017, the City Commission adopted Resolution No. 99-2017, approving a minor amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby providing for a new timetable of development for Phase 3A (5,250 square feet of retail) and 3B (1,794 square feet of

restaurant with drive-thru and 2,034 square feet of retail); approval of the issuance of Certificates of Occupancy; for minor site plan changes; providing an effective date; and for other purposes; and

**WHEREAS**, on April 9, 2024, an application was submitted by MBA Development, LLC (“Applicant”) on behalf of 1560 Boone, LLC (“Property Owner”) for an amendment to CPUD seeking authorization to develop a 1,995 square foot Popeyes Restaurant with dual drive-through lanes which is a reduction from the previously approved 2,800 square foot mixed-use structure; and

**WHEREAS**, the Local Planning Agency (“LPA”) held a properly noticed hearing on November 13, 2025, to consider the Applicant’s request and unanimously voted to recommend approval subject to certain conditions; and

**WHEREAS**, the City Commission held two properly noticed public hearings with the First Reading of the ordinance on January 12, 2026, and the Second Reading of the ordinance on January 26, 2026.

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

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

**SECTION 2:** The legal description of the subject property, reflecting the 1.64-acre parcel, is set forth on **Exhibit “A”** attached hereto and made a part hereof by reference. A map depicting the subject property is attached hereto as **Exhibit “B”** and made part of reference.

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

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

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

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

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

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

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

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

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

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

1. Boundary Survey and Topographic Survey (Sheets 1-3), dated November 10, 2010 (revised through January 7, 2025), prepared and digitally signed by Elizabeth A. Lindsay, Registered Land Surveyor with Betsey Lindsay a Division of Haley Ward, Inc.
2. Master Site Plan (Sheet ASP-100) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert a Florida Registered Architect of Gallo Herbert Architects (GHA), Inc.
3. Outparcel Site Plan (Sheet ASP-101) dated August 31, 2023, (revised through October 16,

2025), and prepared and digitally signed by Brian Herbert

4. Architectural Elevation Plans and Signage (Sheets A-201) dated August 31, 2023, (revised through October 16, 2025) prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.
5. Building Renderings (Sheet A-202) dated August 21, 2023, prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.
6. Landscape Plans (Sheets LP-1 and LP-2), dated March 25, 2024 (revised through October 17, 2025), and prepared and digitally signed by Wayne K. Topping, RLA., of Topping and Associates, Inc.
7. Tree Disposition Plan (Sheet TDP1.0), dated March 25, 2024 (revised through October 15, 2025), and prepared and digitally signed by Wayne K. Topping, RLA., of Topping and Associates, Inc.
8. Irrigation Plans (Sheets LI-1 and LI-2), dated March 25, 2024, prepared and digitally signed by Wayne K. Topping, RLA., of Topping and Associates, Inc.
9. Drainage Statement, dated August 8, 2024, prepared and signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.
10. Engineering Plans (Sheets C-1 and C-2) dated June 4, 2025 (revised through October 16, 2025), and prepared and digitally signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.
11. Traffic Analysis Report, dated August 11, 2025, prepared and digitally signed by Ayman Hasan As-Saidi, P.E. of Traffic and Mobility Consultants, LLC.

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

**SECTION 11:** Upon complete execution of this ordinance, the City Clerk is directed to record

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

this ordinance in the Public Records of Martin County, Florida.

First read on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Commissioner \_\_\_\_ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a roll call vote,

the vote was as follows:

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

	YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
MARY R. KINDEL  
CITY CLERK

\_\_\_\_\_  
CAMPBELL RICH  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
LEE J. BAGGETT, ESQ.  
CITY ATTORNEY

**EXHIBIT "A" Legal Description**

PARCEL 1

LOT 3, WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 22 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

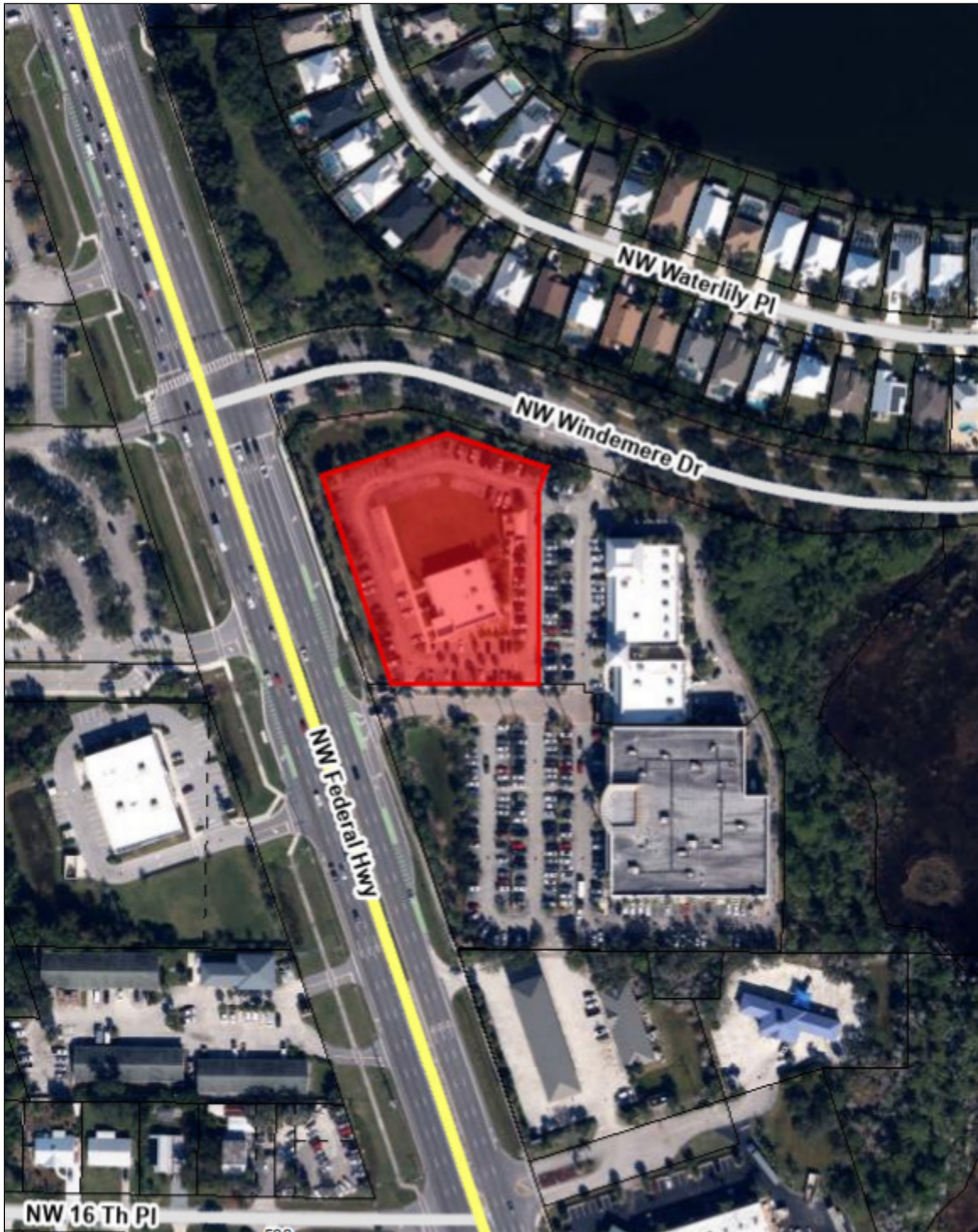
PARCEL 2

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PARKING, AND UTILITY PURPOSES CREATED BY AND MORE PARTICULARLY DESCRIBED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 20, 2009 AND RECORDED MARCH 24, 2009 IN OFFICIAL RECORDS BOOK 2380, PAGE 1487, AS MODIFIED BY THE AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2665, PAGE 2451 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 2685, PAGE 1592, AND AS FURTHER MODIFIED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2789, PAGE 1600, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

**PARCEL I.D.:** 29-37-41-010-000-00030-0

**PARCEL ADDRESS:** 1961 NW Federal Highway, Stuart FL, 34994

**EXHIBIT "B"**



**EXHIBIT “C” – DEVELOPMENT CONDITIONS**

1. Any modifications to the Master CPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer’s written confirmation attesting that the CPUD’s storm water system is in place and functioning in compliance with all approved plans and specifications.
3. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
4. A Landscape Maintenance Plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
5. Water and Sewer service will be provided by Martin County. All civil/utility plans must be reviewed/approved by Martin County and submitted as part of the site permit (infrastructure).
6. All proposed dumpster enclosures must be constructed in accordance with the City of Stuarts Dumpster Enclosure Const. Details.
7. If any of the proposed sanitation receptacles per use/unit require more than twice a week pickup, the owner/developer will be required to install vert-i-pack(s) with 8-yard receptacle(s).
8. All Construction pertinent to the Utilities and Engineering Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and aforementioned manuals, the most restrictive shall apply.

9. Approval by the Utilities and Engineering Department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.
10. The Applicant, Property Owner or successor in interest must provide approval from Martin County for the proposed dumpster location within their easement prior to issuance of site permit (infrastructure).
11. The approval granted shall become null and void unless a Building and/or Site Permit is obtained within five (5) years of the Major Amendment to the CPUD approval, or an extension is granted in accordance with Section 8.05.08 of the City of Stuart Land Development Code.
12. Any changes to this approved site plan will require an application for amendment, in accordance with Section 11.01.00 of the Land Development Code.
13. Prior to final zoning inspection for the required site permit, the Applicant, Property Owner or successor in interest will be required to submit the following documentation to the City of Stuart Development Department:
  - a. As-built landscape plan to confirm the landscaping was installed per the approval plan
  - b. A signed and sealed letter from the landscape architect stating that all landscaping has been installed according to the approved plans.
  - c. A one-year warranty certificate from the plant nursery
14. Construction activity shall be limited from 7:00am to 6:00 pm Monday – Saturday.
15. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

16. The Applicant, Property Owner or successor in interest shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the certificate of occupancy.
17. In the event of any conflict in the provisions of Exhibit "D" Development Conditions and attached exhibits, Exhibit "D" shall prevail.
18. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
19. Temporary or freestanding storage units are prohibited on the property once construction is complete.

**Tree Mitigation**

20. The Live Oak tree impacted will be relocated on site by a certified arborist and will comply with the Land Development Code. A Tree Removal permit is required prior to work commencing.

**Signage**

21. All signage within the CPUD must maintain consistency in quantity, placement, dimensions, height, illumination, and materials, reflecting a unified design theme throughout the Planned Unit Development. The signage package prepared by Priority 1 Sign Company, dated June 27, 2014, is hereby approved for this project. No additional signage beyond this approved package is permitted.

**EXHIBIT “D” - Approved Plans and Documents**

The Windemere Point CPUD project and use thereof shall comply with the following drawings:

- a. Boundary Survey and Topographic Survey (Sheets 1-3), dated November 10, 2010 (revised through January 7, 2025), prepared and digitally signed by Elizabeth A. Lindsay, Registered Land Surveyor with Betsey Lindsay a Division of Haley Ward, Inc.**
- b. Master Site Plan (Sheet ASP-100) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert a Florida Registered Architect of Gallo Herbert Architects (GHA), Inc.**
- c. Outparcel Site Plan (Sheet ASP-101) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- d. Architectural Elevation Plans and Signage (Sheets A-201) dated August 31, 2023, (revised through October 16, 2025) prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- e. Building Renderings (Sheet A-202) dated August 21, 2023, prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- f. Landscape Plans (Sheets LP-1 and LP-2), dated March 25, 2024 (revised through October 17, 2025), and prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.**
- g. Tree Disposition Plan (Sheet TDP1.0), dated March 25, 2024 (revised through October 15, 2025), and prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.**
- h. Irrigation Plans (Sheets LI-1 and LI-2), dated March 25, 2024, prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.**

- i. Drainage Statement, dated August 8, 2024, prepared and signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.**
- j. Engineering Plans (Sheets C-1 and C-2) dated June 4, 2025 (revised through October 16, 2025), and prepared and digitally signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.**
- k. Traffic Analysis Report, dated August 11, 2025, prepared and digitally signed by Ayman Hasan As-Saidi, P.E. of Traffic and Mobility Consultants, LLC.**



**TO:** City Commission

**THROUGH:** Jodi Kugler, Development Director

**FROM:** Mechelle Arbusow, Development Planner I

**MEETING DATE:** Monday, January 12, 2026

**SUBJECT:** 1560 Boone, LLC – Major Planned Unit Development Amendment  
*(Project No. MJPD-25-1)*

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**AGENDA REQUEST:**

This Major Amendment request seeks to develop a Popeye’s fast-food convenience restaurant with double drive-through lanes within the vacant footprint for Phase 3B at the Windemere Point Planned Unit Development.

**GENERAL INFORMATION**

**Property Owner/Applicant:** Joseph Castellana, 1560 Boone, LLC  
80 Seaview Boulevard  
Port Washington, NY 11050

**Agent:** Robert Sherman of MBA Development, LLC  
7280 W. Palmetto Park Road, Suite 105  
Boca Raton, FL 33433

**Location:** 1961 NW Federal Highway

**Parcel ID:** 29-37-41-010-000-00030-0

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**BACKGROUND**

The Windemere Point Commercial Planned Unit Development (CPUD) comprises three parcels, designated with CPUD zoning and a Commercial Future Land Use classification, totaling approximately nine (9) acres. The specific parcel where the proposed project will be located totals 1.64 acres.

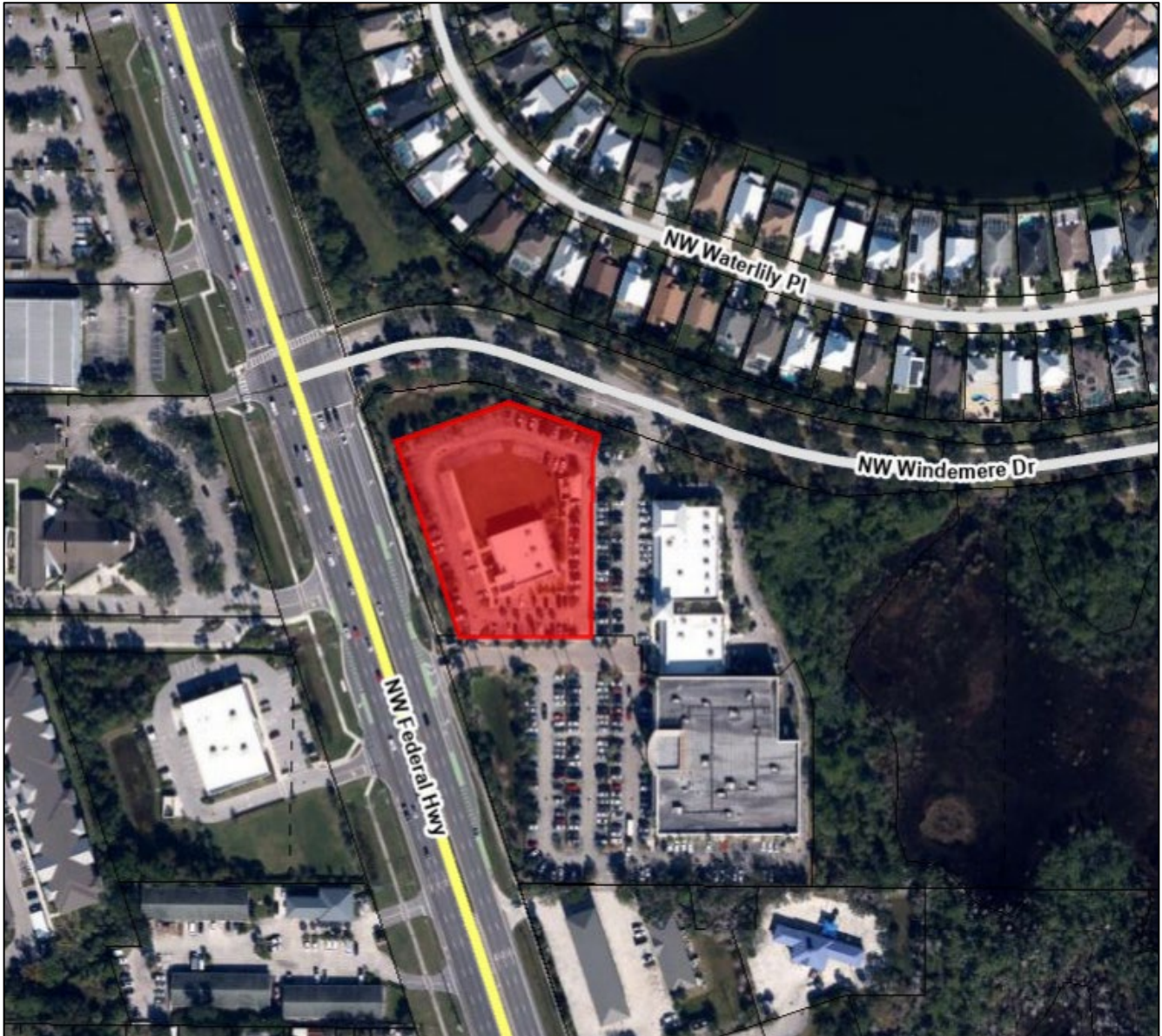
The applicant is requesting approval from the Stuart City Commission to construct a 1,995-square-foot Popeyes restaurant featuring a dual drive-through. Under the original Planned Unit Development (PUD) approval, Phase

3B included both a restaurant and a retail component. The applicant now seeks to amend the Commercial Planned Unit Development (CPUD) to eliminate the retail portion, designating the restaurant as the sole use for Phase 3B.

**Development History and Timetable – Windemere Point Commercial Planned Unit Development (CPUD)**

<b>Date</b>	<b>Action Ordinance Resolution</b>	<b>Summary of Approval</b>
May 11, 1998	Ordinance 1545-97	Approved voluntary annexation of Parcel #F4 (approximately 9 acres) on the east side of U.S. Highway 1 into the City of Stuart.
August 24, 1998	Ordinance 1547-97	Established zoning classification of Commercial Planned Unit Development (CPUD) for the annexed property.
February 25, 2008	Ordinance 2149-08	Approved a Major Amendment to the CPUD, adopting a master/final site plan for Windemere Pointe (retail commercial development) and repealing conflicting ordinances.
December 8, 2008	Resolution 137-08	Approved a Minor Amendment to modify building footprints, sidewalks, parking stalls, dumpster location, and landscaping.
February 8, 2010	Resolution 15-2010	Approved a Minor Amendment to adjust the traffic signal timetable.
November 28, 2011	Ordinance 2237-11	Approved a Major Amendment to establish a new timetable for construction permits and certificates of occupancy.
May 12, 2014	Ordinance 2273-14	Approved a Major Amendment revising the timetable for construction permits and issuance of certificates of occupancy.
February 9, 2015	Ordinance 2304-2015	Approved a Major Amendment revising the site plan to include a PDQ restaurant and retail building and amended the timetable of development for Phase 1.
June 13, 2016	Resolution 57-2016	Approved a Minor Amendment revising the timetable of development for Phase 1 and Phase 2.
September 25, 2017	Resolution 99-2017	Approved a Minor Amendment revising the timetable for Phase 3A (5,250 sq. ft. retail) and Phase 3B (1,794 sq. ft. restaurant with drive-through + 2,034 sq. ft. retail).

**Location Map**



**Land Use/Zoning neighboring proposed development:**

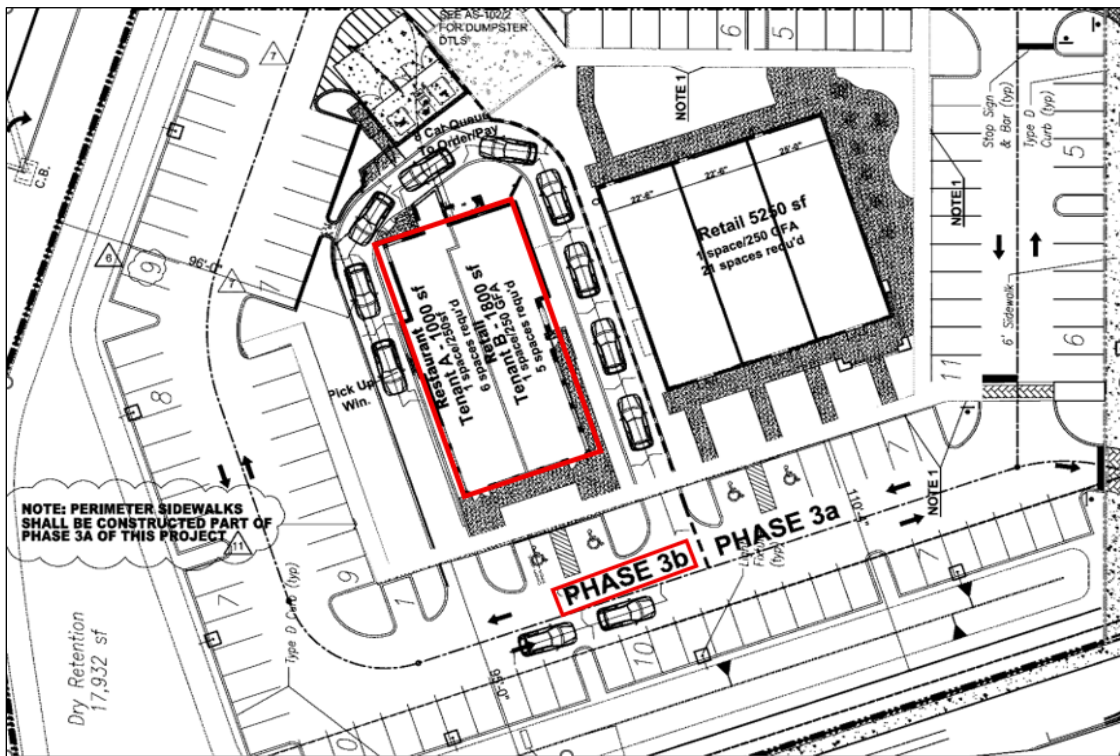
<b>Surrounding Property</b>	<b>Address</b>	<b>Zoned</b>	<b>Future Land Use</b>
North	Pineapple Plantation Property Owners Association	Martin County Zoning: PUD Residential	Martin County: High and Low Density
West	1950 NW Federal Highway	Martin County Zoning: B-1	Martin County: Comm/Off/Res

South	1901 NW Federal Highway	CPUD	Commercial
East	1941 NW Federal Highway	CPUD	Commercial

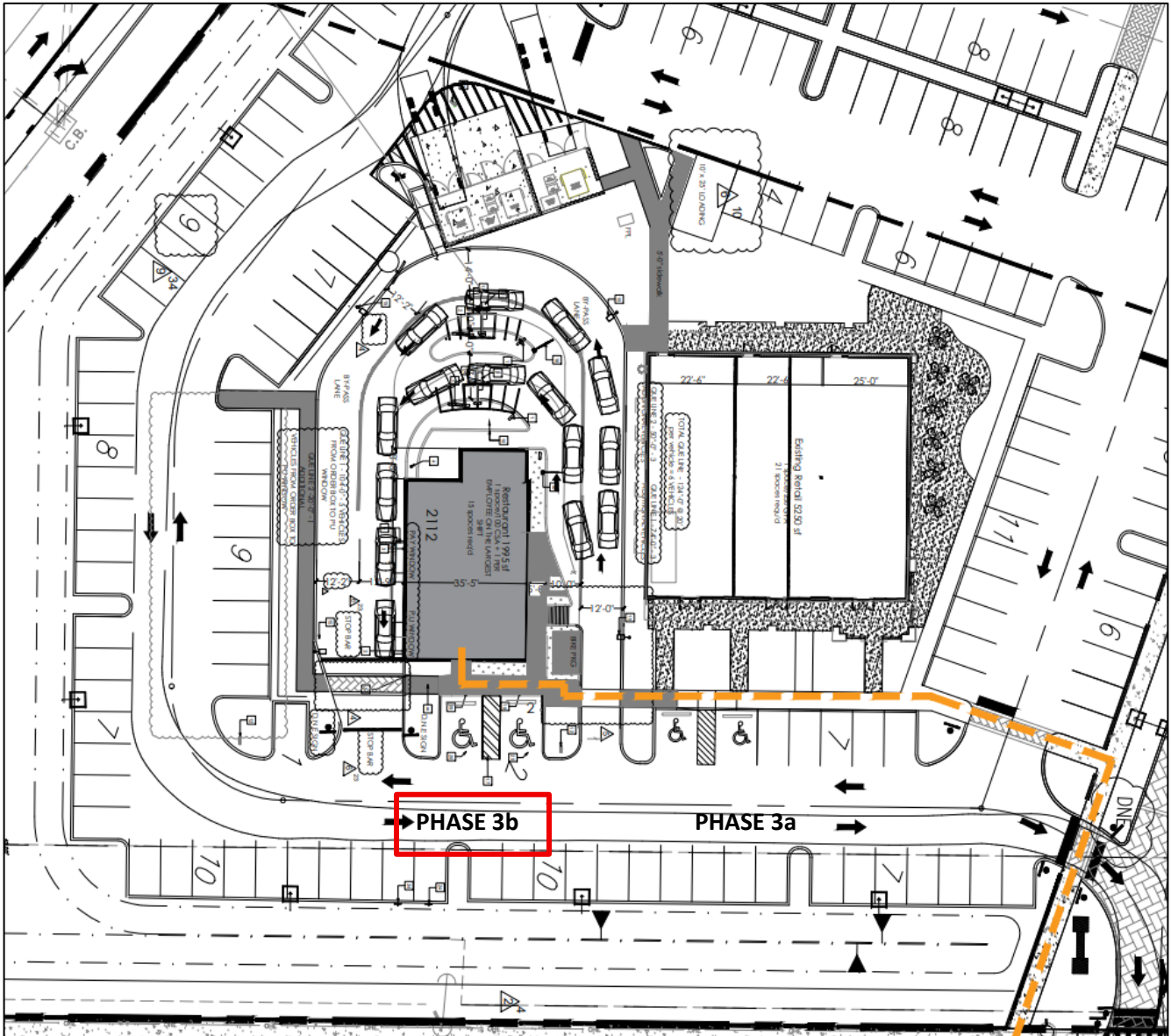
**PROJECT ANALYSIS**

The proposed double-lane drive-through Popeyes Restaurant represents the final phase of development within the Windemere Point Commercial Planned Unit Development (CPUD). Upon approval, the applicant will be required to comply with all applicable conditions and requirements outlined in the CPUD agreement.

The original approval for Phase 3b granted under Resolution 99-2017, adopted on September 25, 2017, states a 2,034-square-foot retail space and a 1,794-square-foot restaurant with drive-through.



The current major amendment to the PUD request proposes a Popeyes Restaurant totaling 1,995 square feet with dual drive-through lanes and one by-pass lane as depicted below.



### Signage

The original site plan, approved in 2014, designated the location for a PDQ Restaurant. As part of that approval, a specific signage package was authorized, consisting of seven signs, including one temporary construction sign. This signage package remains a reference point for evaluating the proposed changes associated with the Popeyes development.

The original approved signage from 2014 details is as follows:

- **Wall Signs:** Two signs, each measuring 42 square feet
- **Directional Signs:** Two signs, each measuring 2.8 square feet

- **Monument Sign:** One freestanding monument sign
- **Construction Sign:** One temporary sign for construction purposes
- **Flagpole:** One flagpole installation

The current application is proposing a total of ten (10) signs as part of the Popeyes Restaurant development, which marks the final phase of the Windemere Pointe Commercial Planned Unit Development (CPUD). The proposed signage includes a mix of wall-mounted and graphic elements, detailed as follows:

**Wall Signs:**

- One sign on the west elevation fronting US 1, measuring 43.2 square feet
- One sign on the elevation fronting NW Windemere Drive, measuring 24.1 square feet

**Graphic and Branding Elements:**

- One “Louisiana Kitchen” sign with chicken graphic – 10 square feet
- One standalone chicken graphic – 33 square feet
- One “Love That Chicken” graphic – 117 square feet
- One “Famous Louisiana Chicken” graphic – 40 square feet
- Four chicken graphic shutter elements – 33 square feet each

Notably, the proposed signage plan does not include a monument sign or any temporary construction signage, which were part of the original 2014 PDQ Restaurant approval.

Staff viewed the sites of other Popeyes restaurant closest to the proposed location and found that the other sites have the following signages:

**Port Saint Lucie fronting US 1 – 1 wall sign and a monument sign**



**Port Saint Lucie Blvd – 1 wall sign with two circular logos on each side and 1 monument sign**



**Kanner Highway in Martin County – 3 wall signs, 2 circular logos on each side and 1 monument sign**



**Alternative signage incorporating Local Planning Agency (LPA) Feedback**

4 SIDE RENDERING - TEAL SHUTTERS

1 FRONT RENDERING

3 DRIVE THRU SIDE RENDERING

4 PROJECT MATERIALS

WOOD FACADE

SH-4381 - DOVER WHITE

SW-2868 SAGE

AWNING - SILVER

SW - 6489 REALLY TEAL (Shutters)

ALUMINUM STOREFRONTS

POPEYES SIGN COLOR #ff7d01 Flush Orange

**GHA**

Digitally signed by Brian Herbert  
 Date: 2023.12.17 08:48:00 -0500

**Brian Herbert**

POPEYES WINDEMERE POINT STUART, FL

1560 BOONE, LLC

SITE PLAN APPROVAL  
 08-31-2023  
 19-2023

PROPOSED BUILDING RENDERINGS  
**A-202**

**Alternative Sign Request incorporating LPA Feedback**

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) -on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	<del>SIGN DELETED</del> One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, <del>SIGN DELETED</del>

**City Services**

The City of Stuart will continue to provide sanitation services to the site, ensuring consistent and reliable support.

**Parking**

The existing parcel provides a total of 103 parking spaces. Of these, 21 spaces are allocated to the current retail use. The proposed restaurant development will remove 9 existing spaces, but the plan includes striping 16 new

spaces to offset this impact. The restaurant will require 25 parking spaces. Additionally, there are 64 surplus spaces that would have been utilized if the remaining retail development had been constructed.

<b>Parking Table</b>	
Existing	103 Spaces
Existing Retail Required	21 Spaces
Impact Due to Development	9 Spaces
Proposed (New)	16 Spaces
<b>Total Required for restaurant and 5 employees</b>	<b>25 Spaces</b>
<b>Total Provided</b>	<b>89 Spaces</b>

**Traffic Impacts**

The proposed development net trip generation shows a negative number of afternoon peak hour trips and a minimal (<1%) increase in morning peak hour trips.

It is anticipated that the proposed trip generation potential for the site is as follows: 122 (67 entering / 55 exiting) AM peak hour trips, and 229 (127 entering / 102 exiting) PM peak hour trips. The analysis included an assessment of the proposed trip generation against the previously approved trip generation that included a retail development.

**Stormwater Drainage**

The current application site plan sheet ASP-100 by Gallo Herbert Architects digitally signed October 16, 2025 and prepared by Brian Herbert proposes an impervious surface coverage of 57%, and pervious of 42%.

Kimley-Horn, the City’s consultant, reviewed the provided drainage statement that satisfies the City of Stuart’s criteria.

**Tree Mitigation**

The Live Oak tree impacted will be relocated on site by a certified arborist and will comply with the Land Development Code. A Tree Removal permit is required prior to work commencing.

**Public Works/Utilities and Engineering**

In reviewing the above reference project, this Department does conceptually approve the submitted application. Upon acceptance of the permit, you agree to the conditions listed below:

- This review is not for construction. Further review is required.

- Water and Sewer service will be provided by Martin County. All civil/utility plans must be reviewed/approved by Martin County.
- All proposed dumpster enclosures must be constructed per the City of Stuarts Dumpster Enclosure Const. Details.
- If any of the proposed sanitation receptacles per use/unit require more than twice a week pickup, the owner/developer will be required to install vert-i-pack(s) with 8-yard receptacle(s).

All Construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore-mentioned manuals, the most restrictive shall apply.

Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.

### **Building Department**

All Structures built on site shall have signed and sealed drawings per FBC 2023 8th Edition & Nec 2020 and all other up to date Codes for other disciplines.

### **Fire Department**

All work shall comply with the Florida Fire Prevention Code, 8th Edition. Review and approval by the AHJ shall not relieve the applicant of the responsibility for compliance with this Code.

### **PUBLIC NOTIFICATION**

On October 24, 2025, the Applicant sent notification to thirty-one (31) property owners located within 300 feet of the proposed petition. Two (2) public notification signs were installed to inform the public about the LPA Public Hearing.

The applicant sent notifications to property owners located within 300 feet of the proposed petition. Two (2) public notification signs were installed and updated to inform the public about the City Commission Public Hearings.

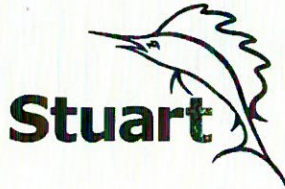
### **STAFF RECOMMENDATION**

Staff does find the proposed development to be consistent with the City's Land Development Regulations and Comprehensive Plan.

The request for an additional sign was not included in the original approval and is now being submitted based on the recommendation of the Board and City Commission approval; staff is not recommending approval of the additional signage.

**UPDATE:**

At the LPA meeting held November 13<sup>th</sup>, the LPA Board suggested that the applicant submit alternative color rendering to match the shopping plaza. The applicant submitted the color rendering and elevation showing a request for less signage, a total of four (4) wall signs instead of the original request for ten (10) signs.



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

Received by: MA  
 Reviewed by: \_\_\_\_\_

Received via email  
 4/9/2024

Paid - Receipt #30038423

## Planned Unit Development (PUD) Amendment Application

Project ID# Z24040001  
 (Staff Entry)

Pre-App Conference Date: <small>November 30, 2023</small>	Application Date: <small>November 15, 2023</small>
--	---

### SITE INFORMATION

Project Name: <small>1560 Boone, LLC</small>	Parcel ID#: <small>293741000000300</small>	29-37-41-010-000-00030-0
Site Address: <small>1961 NW Federal Highway</small>		
Subdivision: <small>Lot 3 Windermere Pointe</small>	Lot(s): <small>See survey attached</small>	
Site Acreage: <small>1.64 acres</small>	Flood Zone/Base Flood Elevation: <small>X</small>	
Existing Zoning District / CRA Subdistrict (if applicable):		
Proposed Zoning District / CRA Subdistrict (if applicable):		
Current Comprehensive Plan Future Land Use Designation: <small>CPUD</small>		
Proposed Comprehensive Plan Future Land Use Designation: <small>CPUD</small>		
Existing Land Use: <small>PUD</small>	Proposed Land Use: <small>PUD</small>	
Proposed Square Footage (if applicable): <small>2,000 sq ft</small>	Proposed Density (if applicable): <small>N/A156</small>	

### PETITIONER INFORMATION

Property Owner: <small>1560 Boone, LLC</small>	Phone Number / Email Address: <small>516-723-2203 / Joseph@primefoodsny.com</small>
Property Owner's Mailing Address: <small>80 Seaview Blvd., Port Washington, N.Y., 34994</small>	
Applicant (if not Owner): <small>MBA Development, LLC</small>	Phone Number / Email Address: <small>305-586-7787 / robert@mbadevelopmentgroup.com</small>
Applicant's Mailing Address: <small>7280 W. Palmetto Park Road, Suite 105, Boca Raton, Florida 33433</small>	
Agent/Contact Person: <small>robert sherman</small>	Phone Number / Email Address: <small>same as above</small>
Agent's Mailing Address: <small>same as above</small>	
Architect: <small>Gallo Herbert Architect</small>	Engineer: <small>Terragone Engineering</small>
Planner: <small>n/a</small>	Landscape Architect: <small>Tonning &amp; Assoc, Inc</small>

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

**Description of Request**

*(Please Print or Type)*

This application meeting is to process the development of this out parcel to the original approved for a free standing QSR .  
The Prior Approval under Ordinance No. 2149-08 as amended by Resolution No. 137-08, Resolutions 15-2010; Ordinance No. 2237-2011, 273-2014, 2304-2015 and Resolution 99-2017. The new proposed tenant and building layout is in keeping with the original use and single tenant design .  
The new site plan shows that the building size has been reduced from 1,794 sq ft of restaurant space with a single drive thru lane and 2,034 sq. ft. of retail to ONLY 1,993 sq. ft. of resturant with a double drive thru land and ZERO retail all within e master layout of the parcel .

# Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared JOSEPA CASTELLANA  
Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a FREE STAMPAUB FOOD USE in the City of Stuart, FL.
3. That he/she has appointed ROBERT SHERMAN to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: 1560 Boone LLC

Joseph Castellana

Signature of Owner:

80 Seaview Blvd

Street Address

P.O. Box

516-723-2200

Telephone Number

josephc@primefoods.ny.com

Email Address:

Joseph Castellana, Pres

By: Name/Title

Port Washington, NY, 11050

City, State, Zip Code

City, State, Zip Code

516-723-2222

Fax Number

New York  
STATE OF FLORIDA, COUNTY OF NASSAU

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

3rd day of April, 2024 By Albania M. Herrera Estevez

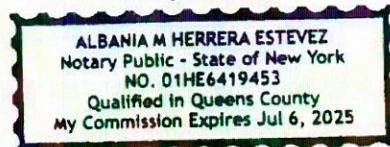
Personally Known OR Produced Identification  
Type of Identification Produced:

Albania M. Herrera Estevez

Notary Public

My Commission expires:

07/06/2025



City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

# Financial Responsibility Form

(Please Print or Type)

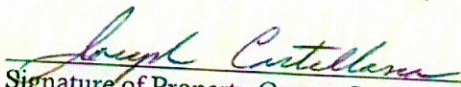
The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will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

Name:	Joseph Castellana
Title:	President
Company:	1560 Boone, LLC
Company Address:	80 Seaview Blvd.

City/State/Zip Code:	Port Washington, NY, 11050
Telephone Number:	516-723-2200
Facsimile Number:	516-723-2222
Email Address (optional):	JosephC@primefoodsny.com

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

1. Signed this 3 day of April, 2024



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

## Application Requirements

**Fees:**

- Major PUD Amendment - \$3,195.00; or    [This application is for a Major PUD Amendment](#)
- Minor PUD Amendment: \$2,130.00; or
- PUD Agreement Amendment (text change only): \$1,065.00

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

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

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

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

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

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


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

(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

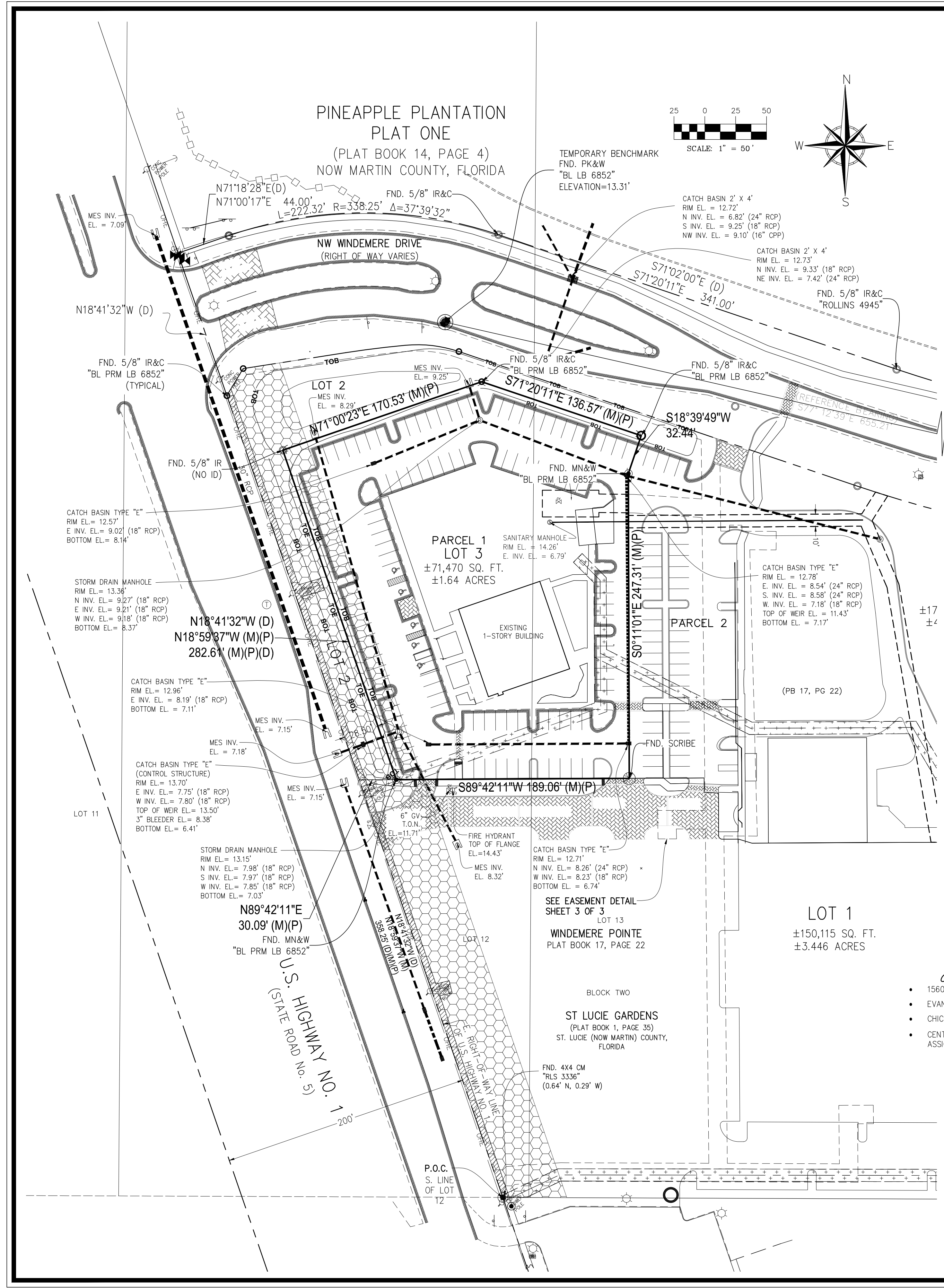
<b>SITE DATA</b>		Current Application	Prior Approval 2008
Total Size Area:	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)
Future Land Use Designation:	Commercial	Commercial	Commercial
Existing Zoning:	CPUD	CPUD	CPUD
Building Height:	45' max.	45' max.	45' max.
Developed area: (site area - upland preserve - upland buffer)	8.02 acres (349,514 sf.)	8.02 acres (349,514 sf.)	8.02 acres (349,514 sf.)
Mitigated Wetland Area (permitted)	1.17 acres (50,919 sf.)	1.17 acres (50,919 sf.)	1.17 acres (50,919 sf.)
<b>BUILDING SETBACK</b>			
Front:	95.00'	104.00'	104.00'
Rear:	92.60'	92.60'	92.60'
North Side:	51.50'	51.50'	51.50'
South Side:	75.10'	75.10'	75.10'
<b>PERVIOUS/IMPERVIOUS CALCULATIONS</b>			
<b>Impervious Area:</b>	<b>5.27 acres (229,909 sf.) 57%</b>	<b>5.33 acres (232,174 sf.) 58%</b>	
Building coverage:	1.54 acres (67,402 sf.) 17%	1.65 ac. (71,932 sf.) 18%	
Pavement:	3.33 acres (145,127 sf.) 35%	3.28 ac. (142,862 sf.) 36%	
Sidewalk:	0.40 acres (17,380 sf.) 4%	0.40 ac. (17,380 sf.) 4%	
<b>Pervious Area:</b>	<b>3.89 acres (169,469 sf.) 42%</b>	<b>3.84 ac. (167,204 sf.) 42%</b>	
Upland Preserve Area:	1.23 acres (53,879 sf.) 14%	1.23 ac. (53,879 sf.) 14%	
Upland Buffer:	0.77 acres (33,484 sf.) 8%	0.77 ac. (33,484 sf.) 8%	
Landscape Area:	1.19 acres (51,762 sf.) 13%	1.14 ac. (49,497 sf.) 12%	
Dry Retention:	0.70 acres (30,344 sf.) 8%	0.70 ac. (30,344 sf.) 8%	
<b>Open Space Required:</b>	<b>2.29 acres (99,845 sf.) 25%</b>	<b>2.29 acres (99,845 sf.) 25%</b>	
<b>Open Space Provided:</b>	<b>3.89 acres (169,469 sf.) 42%</b>	<b>3.84 acres (167,204 sf.) 42%</b>	
<b>*Upland Preserve Required (minus wetland)</b>	<b>2.00 acres (87,115 sf.)</b>	<b>2.00 acres (87,115 sf.)</b>	
9.17 acres - 1.17 acres = (8.00 acres){25%}=2.00 acres			
<b>Upland Preserve Provided (on site):</b>	<b>2.00 acres (87,363 sf.)</b>	<b>2.00 acres (87,363 sf.)</b>	
* Preserve requirements are based on site upland area and exclude the existing 1.17 acres wetland			
<b>PARKING REQUIREMENTS</b>			
<b>Proposed Popeyes Building Area (SF)</b>		<b>1,993</b>	
<b>Total Total Project Building Area (SF)</b>	<b>70,995</b>	<b>72,988</b>	
<b>Parking Required:</b>		<b>337 Spaces</b>	
Fitness Center (45,000 sf.) 1 sp/200 sf:		225 Spaces	
Strip Shop Retail (10,550 sf.) 1 sp/250 sf:		42 Spaces	
Retail - Outparcel (5,250 sf.) 1 sp/250 sf:		56 Spaces	
Popeyes QSR 1sp/ 100 sf (1,000 sf Serv. Area) + 5 EMP=		14 Spaces	
		13 Spaces	
		34 Spaces	
<b>Parking Provided:</b>		<b>373 Spaces</b>	
Handicap Spaces Provided:		12 Spaces	
Overall Parking Ratio (Proposed in the application)		<b>4.88 spaces / 1000 sf</b>	

# Martin County Property Information Lookup

General Information		Property Location Map	
Parcel #	293741010000000300		
Owner Name:	1560 BOONE LLC		
Owner Address:	80 SEAVIEW BLVD PORT WASHINGTON, NY 11050		
Site Address:	1961 NW FEDERAL HWY STUART, FL 34994		
Storm Surge Evacuation Zone:	E		
Flood Zone - BFE:	X - N/A' NAVD		
FIRM Panel:	12085C0132H		
Urban Service District:	Primary		
Municipality:	City of Stuart		
Taxing District:	District 1		
ISO-PPC Rating:	Contact City of Stuart Fire Rescue		
Subdivision infill applicability:	No		
Development Imposed Conditions:	Residential Fire Sprinklers Not Required		
<b>Building Design Wind Speed</b>			
Occupancy Category I,II,III/IV:	140, 160, 170		
<b>Land Use</b>			
Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495			
Zoning:	STUART		
Zoning Details:	N/A		
Future Landuse	NO DATA		
Landuse Details:	N/A		
<b>Community Redevelopment</b>			
CRA:	N/A		
CRA Regulating Plan:	N/A		
<b>Schools</b>			
School information obtained from the Martin County School District system, 772-219-1200			
Elementary School:	Felix A. Williams Elementary		
Middle School:	Stuart Middle School		
High School:	Jensen Beach High School		
Created: September , 12th, 2023 3:46 PM			
<b>Election Information</b>			
Voter Precinct	1		
Commission District:	1		
Commissioner:	Doug Smith	772-288-5400	
Clerk of Circuit Court:	Carolyn Timmann	772-288-5576	
County Sheriff:	William Snyder	772-220-7000	
Property Appraiser:	Jenny Fields	772-288-5608	
School Superintendent:	John D. Millay, Ph.D.	772-219-1200	
Supervisor of Elections:	Vicki Davis	772-288-5637	
Tax Collector:	Ruth Pietruszewski	772-288-5600	
<b>Utilities &amp; Solid Waste</b>			
Service:	Utility:	Availability: Phone:	
Water:	Martin County Utilities	Yes 772-221-1434	
Sewer:	Martin County Utilities	No 772-221-1434	
Recycle Collection:	Recycle Friday		
Trash Collection:	Garbage Tuesday and Friday		
Yard Waste Collection:	Yard Waste Wednesday		

**Disclaimer:** The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.





**LEGAL DESCRIPTION**  
 PARCEL 1  
 LOT 3, WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 22 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2  
 NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PARKING, AND UTILITY PURPOSES, CREATED BY AND MORE PARTICULARLY DESCRIBED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 20, 2009 AND RECORDED MARCH 24, 2009 IN OFFICIAL RECORDS BOOK 2380, PAGE 1487, AS MODIFIED BY THE AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2665, PAGE 2451 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 2685, PAGE 1592, AND AS FURTHER MODIFIED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2789, PAGE 1600, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

- SYMBOL LEGEND**
- ⊙ BELL SOUTH TELEPHONE MANHOLE
  - GUY WIRE & ANCHOR
  - ⊙ LIGHT POLE
  - ⊙ GATE VALVE
  - ⊙ DOUBLE DETECTOR CHECK VALVE
  - ⊙ SINGLE SUPPORT POLE SIGN
  - ⊙ DOUBLE SUPPORT POLE SIGN

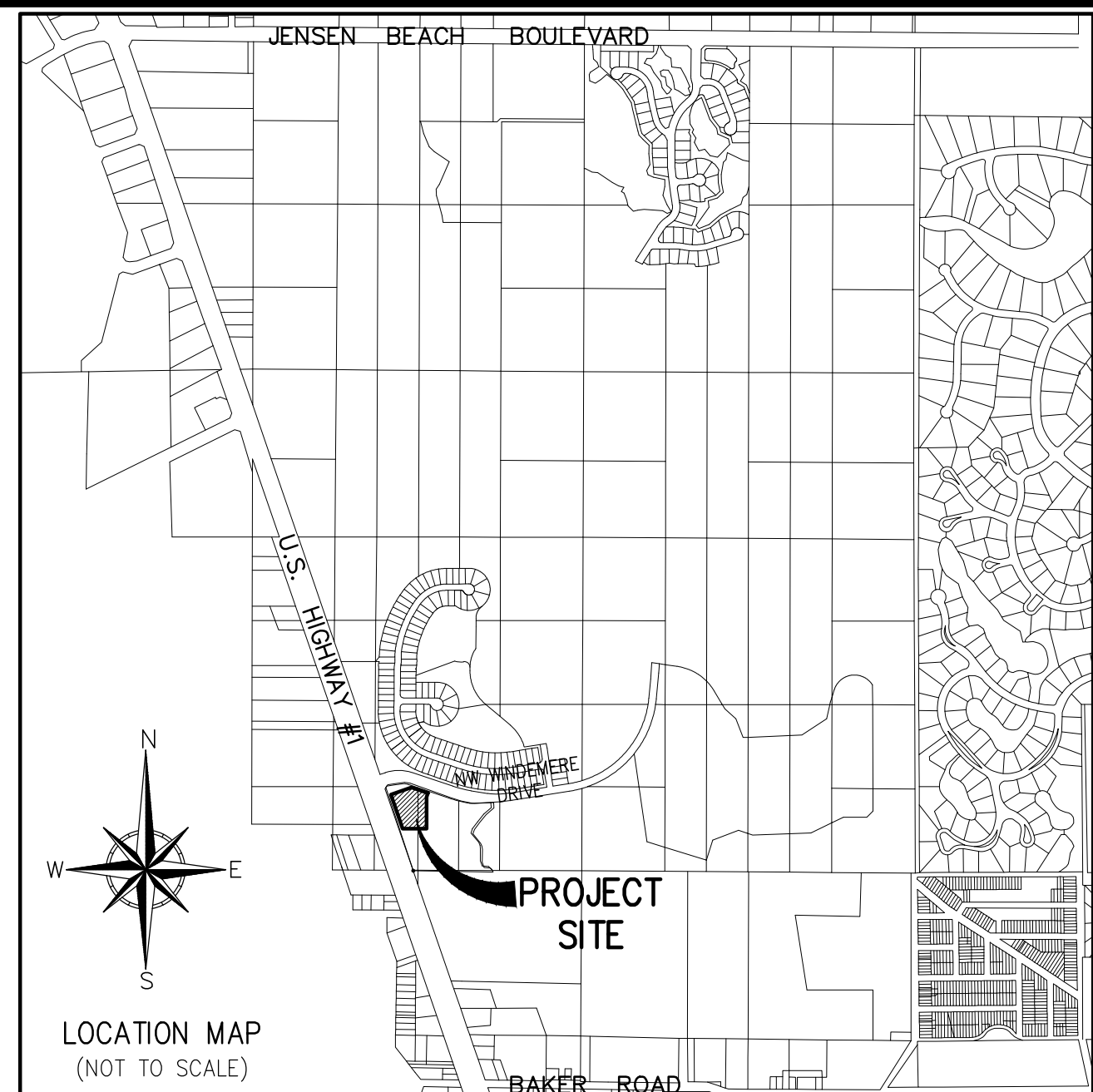
- ABBREVIATIONS**
- BL BETSY LINDSAY, INC.
  - CM CONCRETE MONUMENT
  - CONC. CONCRETE
  - CPP CORRUGATED PLASTIC PIPE
  - (D) PER DEED
  - EL ELEVATION
  - EP EDGE OF PAVEMENT
  - FDC FIRE DEPARTMENT CONNECTION
  - FND FOUND
  - GV GATE VALVE
  - INV INVERT
  - IR&C IRON ROD AND CAP
  - LB LICENSED BUSINESS FIELD MEASURED
  - (M) MITERED END SECTION
  - NO. NUMBER
  - O.H.E. OVERHEAD ELECTRIC LINES
  - O.R.B. OFFICIAL RECORDS BOOK
  - (P) PER PLAT
  - PG. PAGE
  - P.K.W. PARKER KALON NAIL AND WASHER
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - P.S.M. PROFESSIONAL SURVEYOR & MAPPER
  - PVC POLY VINYL CHLORIDE PIPE
  - RCP REINFORCED CONCRETE PIPE
  - RLS REGISTERED LAND SURVEYOR
  - TBM TEMPORARY BENCHMARK
  - TOB TOP OF BANK
  - TOE TOP OF EASEMENT
  - T.O.N. TOP OF SLOPE
  - T.O.P. TOP OF PIPE
  - WL WATER LINE
  - WS WATER SERVICE

- CERTIFICATION**
- 1560 BOONE, LLC, A NEW YORK LIABILITY COMPANY
  - EVAN R. MARBIN & ASSOCIATES, P.A.
  - CHICAGO TITLE INSURANCE COMPANY
  - CENTERSTATE BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR

**SHEET INDEX**

SHEET	DETAILS
1	BOUNDARY & STORM DETAILS
2	TOPOGRAPHY
3	EASEMENT DETAILS

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](http://www.martin.fl.us/accessibility-feedback)



**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 1983/1990 (NAD 83/90), REFERENCE A BEARING OF N77°12'39"W BETWEEN TWO TEMPORARY BENCHMARKS ALONG A PORTION OF N.W. WINDEMERE DRIVE.
- ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). ELEVATIONS COLLECTED IN THE FIELD REFERENCE MARTIN COUNTY BENCHMARK "MAR 15" ELEVATION = 15.121 FEET, REFERENCE THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29). THE ELEVATIONS WERE THEN CONVERTED TO N.A.V.D. 1988 REFERENCE NATIONAL GEODETIC SURVEY (N.G.S.) BENCHMARK "MAR 5", ELEVATION = 12.56 FEET (N.A.V.D. 88), 14.04 FEET (N.G.V.D. 29). THE CONVERSION FACTOR IS MINUS 1.48 FEET. THE TEMPORARY BENCHMARKS AS SHOWN THIS SURVEY ARE BASED ON A CLOSED LEVEL LOOP FROM "MAR 15" TO "MAR 15", WITH A VERTICAL CLOSURE OF 0.00 FEET. THE ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED.
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 12085C, PANEL 0132, SUFFIX F, EFFECTIVE DATE OCTOBER 4, 2002. NO RESEARCH HAS BEEN DONE FOR MAP AMENDMENTS.
- THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000. THE HORIZONTAL TOLERANCE OF THE SURVEY DATA IS 0.05 FEET.
- THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
- THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY; ORDER NO.: 8592360; EFFECTIVE DATE JUNE 21, 2020 AT 11:00 PM. WITH THE FOLLOWING EXCEPTIONS:
  - Easement granted to Florida Power & Light Company recorded in Official Records Book 156, page 444. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
  - Matters set forth in Resolutions of the Board of County Commissioners of Martin County, Florida pertaining to Visto Plantation Development of Regional Impact recorded in Official Records Book 705, page 385, Official Records Book 705, page 418, Official Records Book 778, page 110 and Official Records Book 862, page 2631. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Terms, covenants, conditions, easement rights and obligations set forth in the Zoning Agreement between Visto Properties of Vero Beach, Inc. and the Board of County Commissioners of Martin County recorded in Official Records Book 705, page 388, as amended in Official Records Book 778, page 115 and Official Records Book 862, page 2607. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Terms and provisions, including agreement to grant drainage easements, set forth in the Impact Fees Agreement among Visto Properties of Vero Beach, Inc., M. r. Nelson and Herman J. Golden, as Trustees, Woodlands Building Company and Pulte Home Corporation recorded in Official Records Book 1145, page 2675. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
  - Matters set forth in Ordinances of the City Commission of the City of Stuart, Florida relating to annexation and land use recorded in Official Records Book 1309, page 860, Official Records Book 1341, page 1164 and Official Records Book 1341, page 1172. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Terms and provisions of Ordinance No. 529 of the Board of County Commissioners of Martin County relating to solid waste recorded in Official Records Book 1341, page 1977. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Terms, covenants, conditions, easement rights and obligations set forth in the Deed of Conservation Easement granted to South Florida Water Management District recorded in Official Records Book 1795, page 4. (Affects Parcel 2) (RESPONSE: EAST OF LOT 3, SHOWN ON SURVEY)
  - Terms, covenants, conditions, easement rights and obligations set forth in the Water and Wastewater Service Agreement between Martin County and Jensen Beach Investors, LLC recorded in Official Records Book 2338, page 1676. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Terms, covenants, conditions and obligations set forth in the Hold Harmless Agreement by Jensen Beach Investors, LLC in favor of the City of Stuart, recorded in Official Records Book 2338, page 2949. (Affects Parcels 1 and 2) (RESPONSE: NOT SHOWN ON SURVEY)
  - Terms, covenants, conditions and obligations set forth in Ordinance No. 2149-08 of the City Commission of the City of Stuart, Florida recorded in Official Records Book 2349, page 2227, as amended by Resolution No. 137-08 recorded in Official Records Book 2365, page 1481. (Affects Parcel 1) (RESPONSE: NOT SHOWN ON SURVEY)
  - Official Records Book 2567, page 2025, Ordinance No. 2273-14 recorded in Official Records Book 2740, page 2575, Ordinance No. 2304-2015 recorded in Official Records Book 2773, page 2431 and Resolution No. 57-2016 recorded in Official Records Book 2871, page 1452. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Easement granted to Florida Power & Light Company recorded in Official Records Book 2355, page 2131. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
  - Covenants, conditions, restrictions and easements, including provisions for private charges or assessments and lien rights, contained in the Construction, Operation and Reciprocal Easement Agreement between Jensen Beach Investors, LLC and 1560 Boone, LLC, recorded in Official Records Book 2380, page 1487, as modified by the Amended and Restated Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 2665, page 2451 and re-recorded in Official Records Book 2685, page 1592, as further modified by the First Amendment to Amended and Restated Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 2789, page 1600. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
  - Restrictions, dedications and easements set forth on the plot of Windemere Pointe recorded in Plat Book 17, page 22. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
  - Terms, covenants, conditions and other matters contained in the Lease dated July 25, 2014 between 1560 Boone, LLC and PBPDQ Jensen Beach, LLC, a Short-Term Memorandum of which is recorded in Official Records Book 2736, page 2722, as affected by the Subordination, Non-Disturbance and Assignment Agreement recorded in Official Records Book 2752, page 2388. (Affects Parcel 1) (RESPONSE: NOT SHOWN ON SURVEY)
  - Terms, covenants, conditions and other matters contained in the Water and Wastewater Service Agreement between Martin County and 1560 Boone, LLC, recorded in Official Records Book 2792, page 219. (Affects Parcel 1) (RESPONSE: NOT SHOWN ON SURVEY)
  - Administrative Variance No. 217120039 as recorded May 21, 2018 in Official Records Book 2993, page 1669. (Affects Parcel 1) (RESPONSE: VARIANCE TO ALLOW MEDICAL OFFICE SPACE, NOT SHOWN ON SURVEY)

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE "BOUNDARY & TOPOGRAPHIC SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON FEBRUARY 9, 2009 THROUGH SEPTEMBER 15, 2010 AND UPDATED JUNE 10, 2024 AND SAID "BOUNDARY & TOPOGRAPHIC SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY & TOPOGRAPHIC SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY & TOPOGRAPHIC 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  
 A DIVISION OF HALEY WARD, INC.  
 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 January 7, 2025

**BETSY LINDSAY**  
 A DIVISION OF HALEY WARD, INC.  
 7987 SW JACK JAMES DRIVE  
 STUART, FLORIDA 34987  
 (772)286-5763 (772)286-5933 FAX  
 LICENSED BUSINESS NO. 6852

DATE	REVISIONS
2/10/17	UPDATE TITLE DATA
2/16/17	REVISE LEGAL DESC.
7/24/20	UPDATE TITLE WORK
6/10/24	UPDATE SURVEY
1/6/25	REVISE PER MARTIN COUNTY COMMENTS.

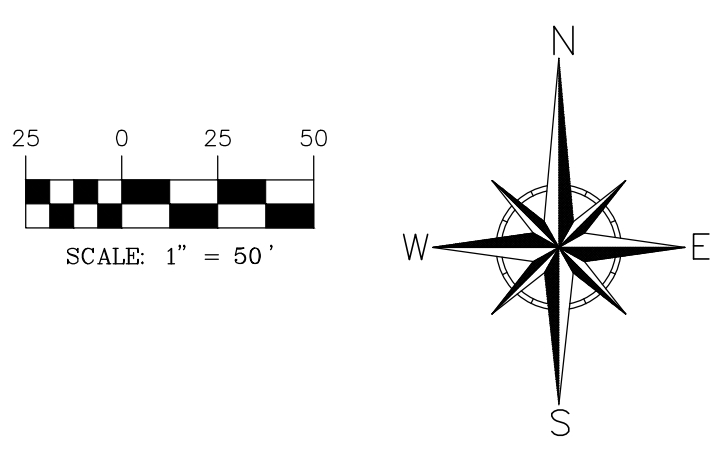
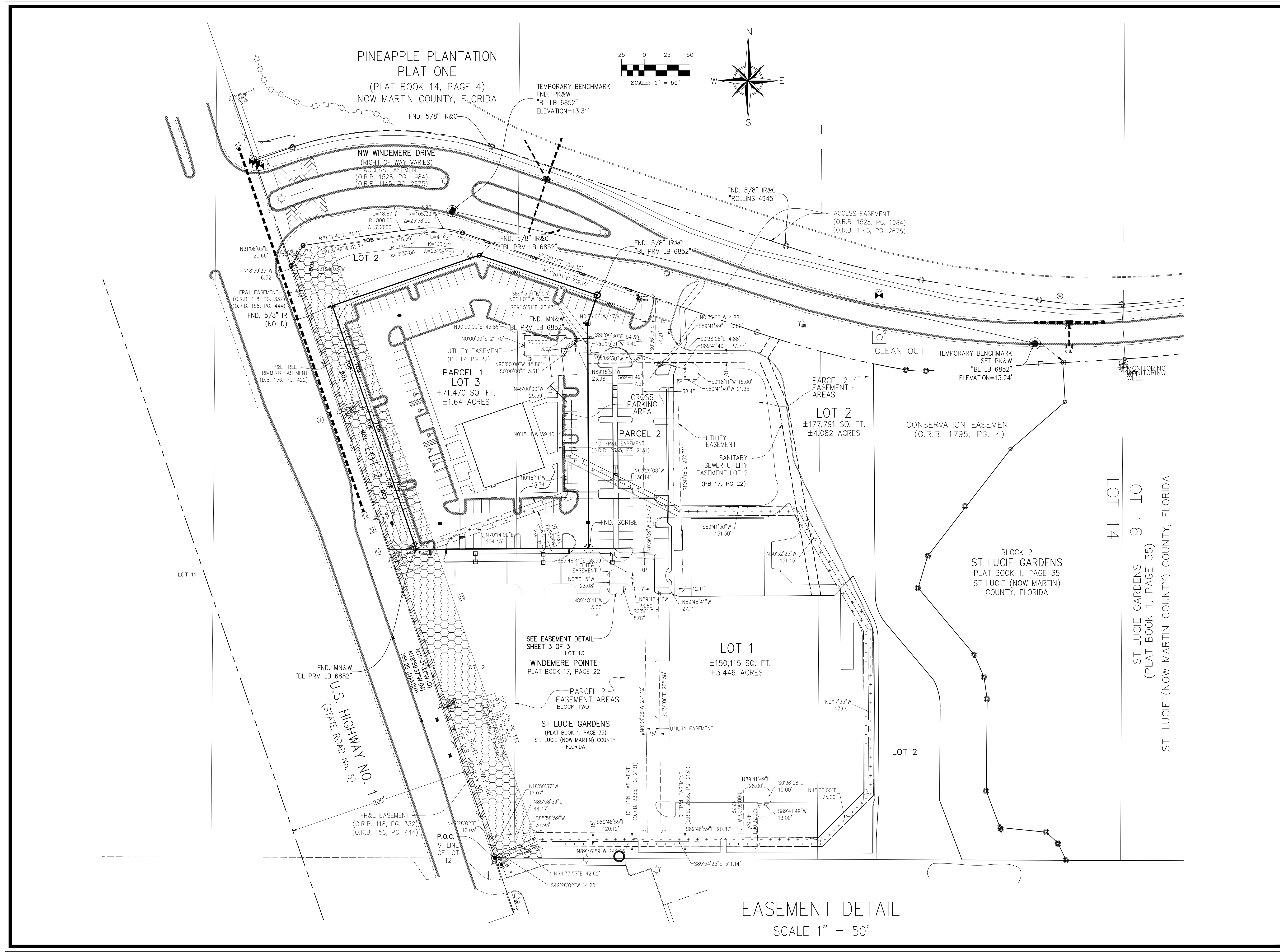
DATE 11/10/2010  
 SCALE 1"=50'  
 FIELD BK. JB 7/MC 7  
 DRAWN BY D.B./C.R.  
 CHECKED BY D.W./E.A.L.

WINDEMERE POINT LOT 3  
 MARTIN COUNTY, FL

**BOUNDARY & TOPOGRAPHIC SURVEY**  
 1560 BOONE, LLC

SHEET NO. 1  
 OF 3 SHEETS  
 PROJECT NO.  
 2012247\_02-15B4





EASEMENT DETAIL  
SCALE 1" = 50'

**B Betsy Lindsay**  
A DIVISION OF HALEY WARD, INC.  
7987 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987  
(772)286-5763 (772)286-5933 FAX  
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
2/10/17	UPDATE TITLE DATA
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DATE 11/10/2010  
SCALE 1" = 50'  
FIELD BK. STUART 9  
DRAWN BY D.B./C.R.  
CHECKED BY D.J.W./E.A.L.

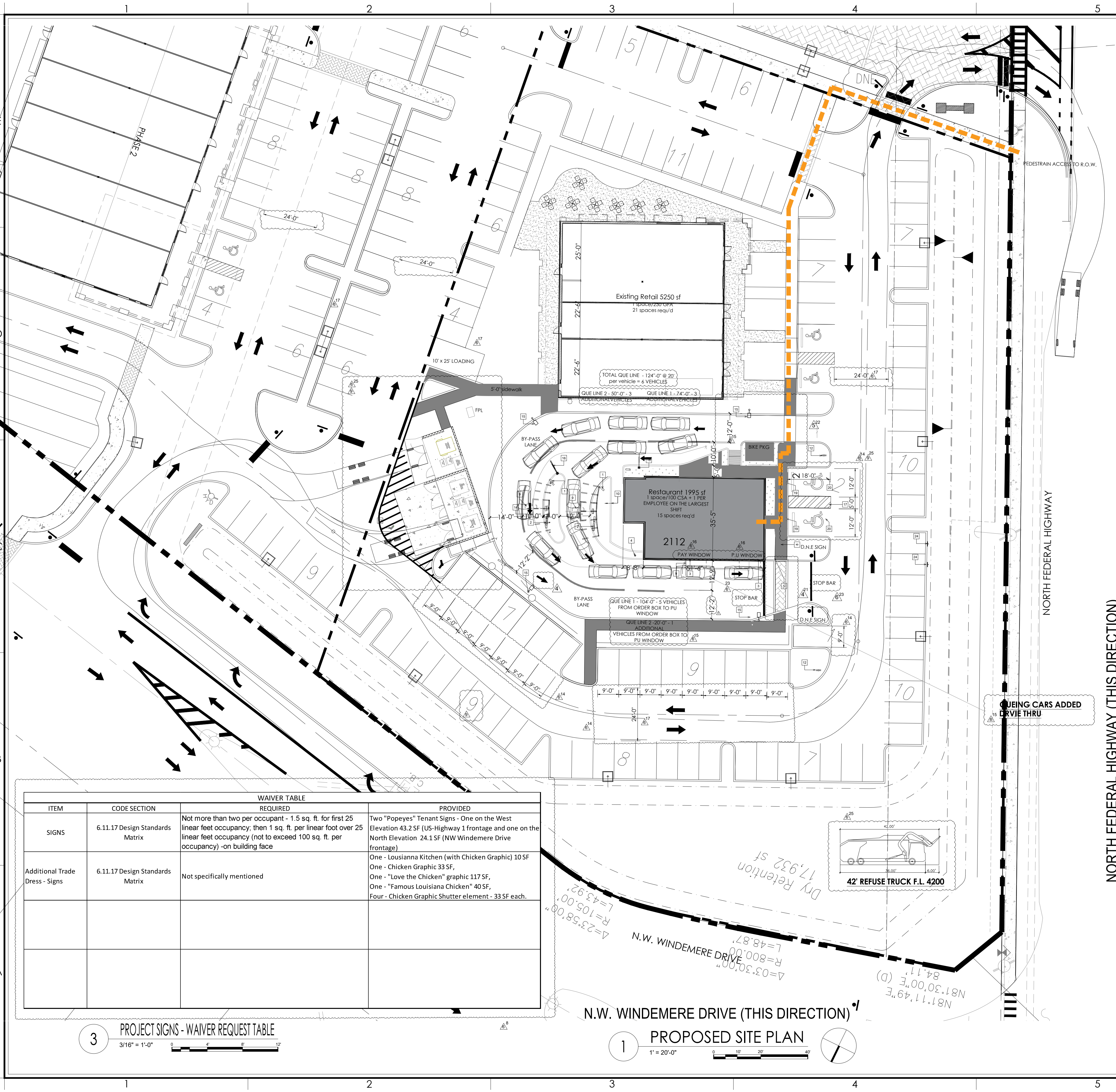
WINDEMERE POINT LOT 3  
MARTIN COUNTY, FL

**BOUNDARY & TOPOGRAPHIC SURVEY**  
1560 BOONE, LLC

SHEET NO. 3  
OF 3 SHEETS  
PROJECT NO.  
2012247\_02-15B4

P:\FL012247\Bound001-1560 Boone-Windemere & US 1 EASEMENT CAD Files\SURVEY\ALTA\_BND\cad\map\sheet 3\_177025\_11005.PLA D.B.

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- SITE PLAN INDEX LEGEND**
- 1 DT DIGITAL PRE-SELL MENU BOARD LOCATION. REFER TO INSTALLATION DETAILS ON SHEET 2/AS2.1.
  - 2 DT DIGITAL MENU BOARD LOCATION. REFER TO INSTALLATION DETAILS ON SHEET 3/AS2.1.
  - 3 POPEYE'S RESTAURANT DRIVE THRU WINDOW LOCATION. SEE FLOOR PLAN ON SHEET A1 FOR ADDITIONAL INFORMATION.
  - 4 6"Ø STEEL PIPE BOLLARD AT PULL-UP WINDOW. COORDINATE WITH THE GAS METER NEAR THIS LOCATION. REFER TO DETAIL 13/AS2.3, FLOOR PLAN A1 AND EXTERIOR ELEVATIONS AS.1.
  - 5 PATIO RAILING - SEE RAILING SCHEDULE. REFER TO 2/AS FOR DETAIL.
  - 6 APPROXIMATE LOCATION OF GREASE INTERCEPTOR BELOW SITE PAVING. COORDINATE WITH PLUMBING & CIVIL DRAWINGS. REF: AS2.3.
  - 7 POPEYE'S DUMPSTER ENCLOSURE. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO ARCHITECTURAL SITE DETAILS AS2.2 FOR CONSTRUCTION.
  - 8 SIDEWALK / SLAB. REFER TO CIVIL SITE PLAN DRAWINGS FOR LOCATION AND DIMENSIONS.
  - 9 VEHICLE LOOP. REFER TO 5/AS.1 FOR DETAIL.
  - 10 ALL PATIO AND LANDSCAPE DESIGN BY CIVIL ENGINEER TO BE APPROVED BY POPEYE'S DESIGN.
  - 11 N/A
  - 12 DRIVE THRU DIRECTIONAL SIGNAGE GRAPHIC. REFER TO DETAIL 9/AS2.1.
  - 13 SPEAKER POST. REFER TO DETAILS ON SHEET 7/AS2.1.
  - 14 DRIVE THRU CANOPY. REFER TO SIGNAGE PACKAGE DRAWINGS.
  - 15 LIGHT STANDARD. REFER TO CIVIL SITE PLAN DRAWINGS FOR LOCATION AND DIMENSIONS. REFER TO 1/AS2.1.
  - 16 CLEARANCE BAR. REFER TO DETAIL ON SHEET 6/AS.1.
  - 17 NOT USED.
  - 18 PAVEMENT STRIPPING. ADD BOLLARDS AS NECESSARY.
  - 19 ACCESSIBLE PARKING SIGNAGE. SIGNAGE TO BE INSTALLED AS PER LOCAL JURISDICTION CODES.
  - 20 ACCESSIBLE PARKING STALLS.
  - 21 DIGITAL PARKING SIGNAGE.
  - 22 DIGITAL PARKING STALLS.
  - 23 PULL FORWARD PARKING SIGNAGE.
  - 24 PULL FORWARD PARKING STALLS.

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	One - Louisiana Kitchen (with Chicken Graphic) 10SF One - Chicken Graphic 33 SF, One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, Four - Chicken Graphic Shutter element - 33 SF each.

3 PROJECT SIGNS - WAIVER REQUEST TABLE  
3/16" = 1'-0"

1 PROPOSED SITE PLAN  
1" = 20'-0"

**SITE PLAN LEGEND**

- NEW SHELL BUILDING. INTERIORS IS NOT PART OF THE SCOPE OF WORK.
- PAVER CROSSWALK
- PEDESTRIAN SIDEWALKS OR CONCRETE SLABS
- NEW LIGHT POLE. REFER TO PHOTO METRICS
- NEW WALL PACK. REFER TO PHOTO METRICS
- ACCESSIBLE ROUTE TO RIGHT OF WAY

**FIRE NOTE:**

1. PROVIDE KNOX BOX AT EACH BUILDING IN ACCORDANCE WITH LOCAL JURISDICTION.
2. PROVIDE AN ADDRESS NUMBER FOR TENANT SPACE IN ACCORDANCE WITH LOCAL JURISDICTION.

**GHA**  
GALLO HERBERT ARCHITECTS  
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301  
AA26001731  
[SEAL]

BRIAN P. HERBERT FL AR0015474  
PROJECT  
**LOUISIANA KITCHEN**  
**POPEYE'S**  
**WINDEMERE POINT**  
STUART, FL  
1951 NW FEDERAL HWY,  
STUART, FLORIDA  
OWNER

1560 BOONE, LLC  
1951 NW FEDERAL HWY,  
STUART, FLORIDA

[REVISIONS]

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEWREVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS	07/15/2025
8	DRC REVISIONS	10/15/2025

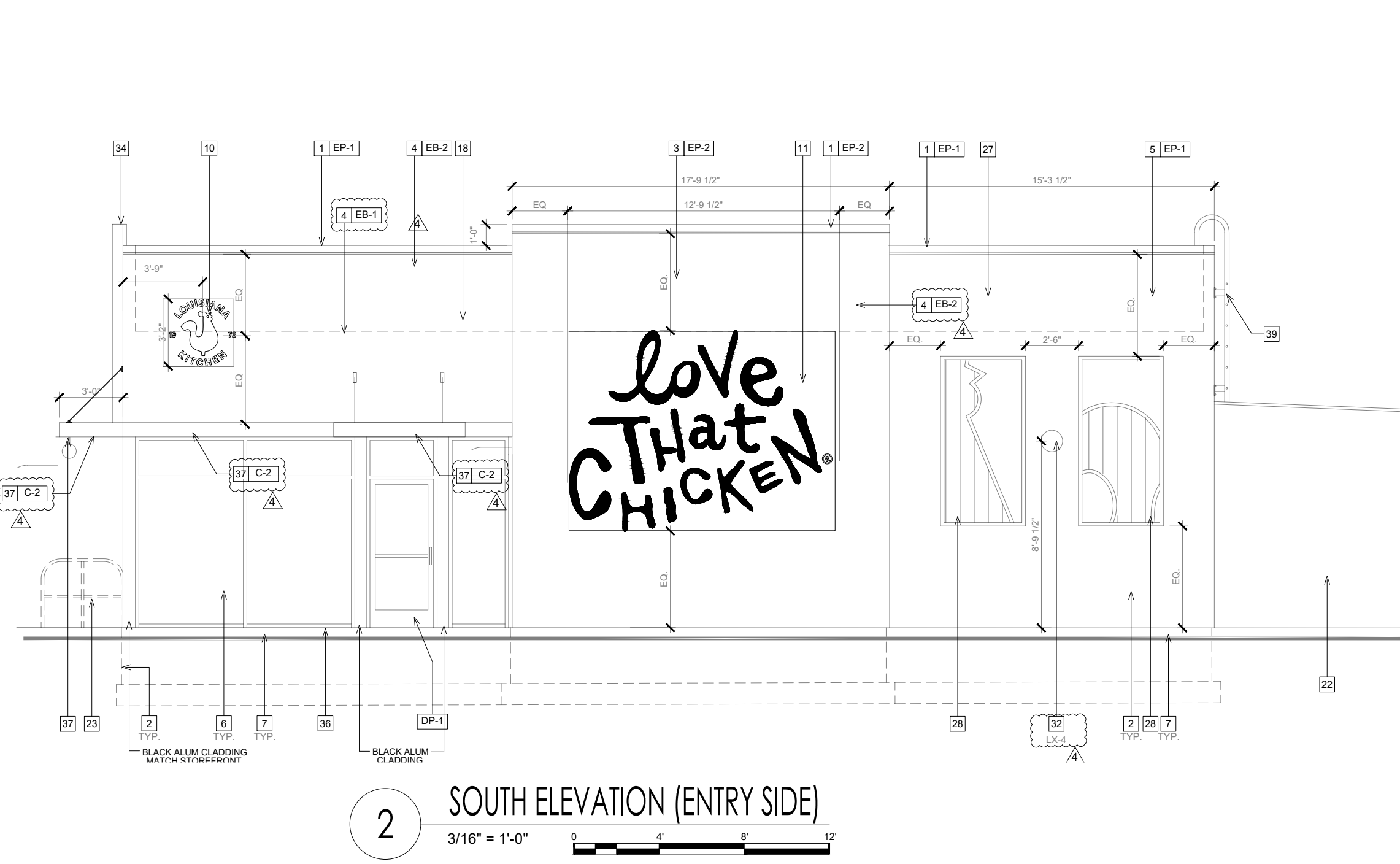
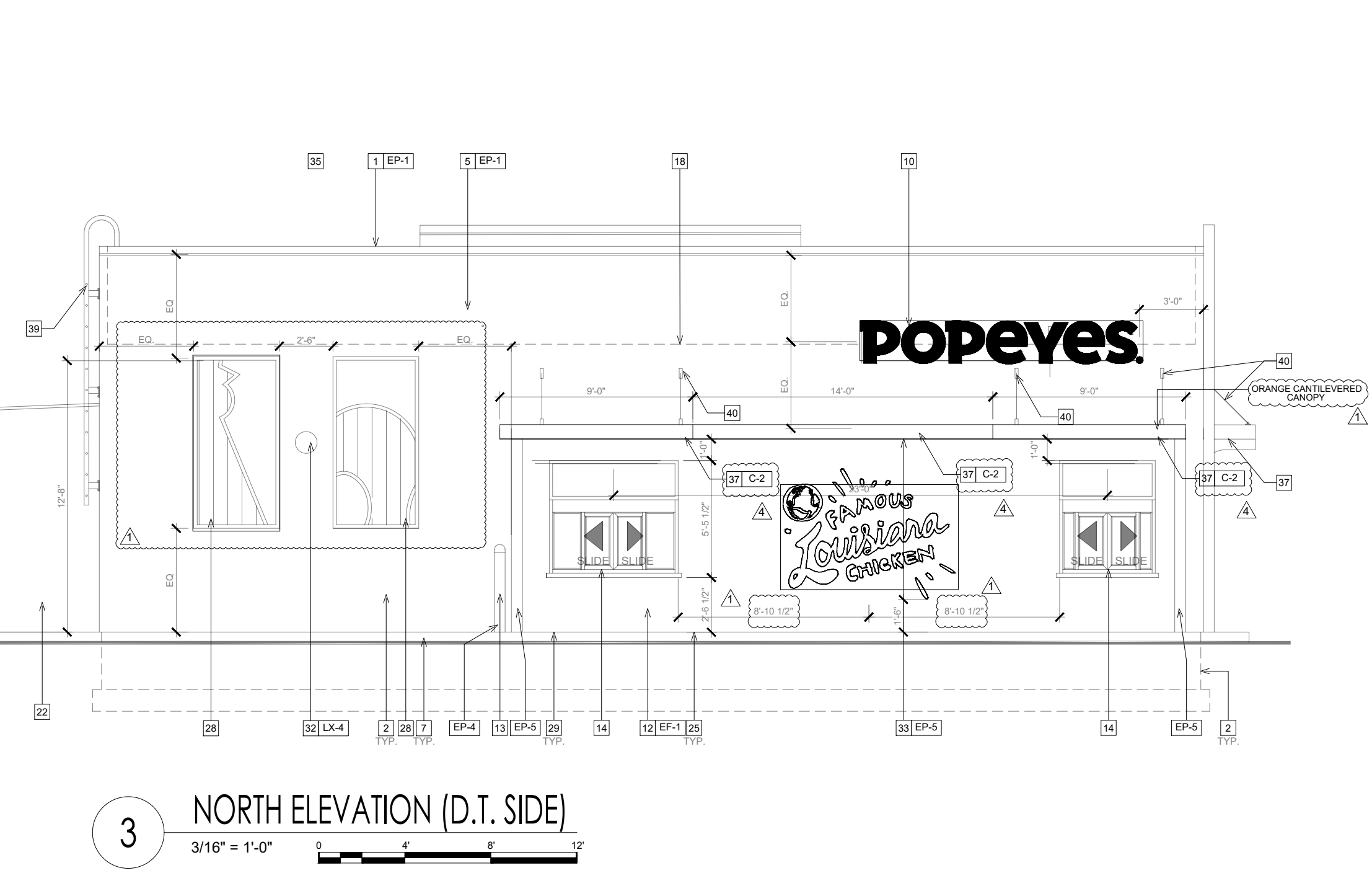
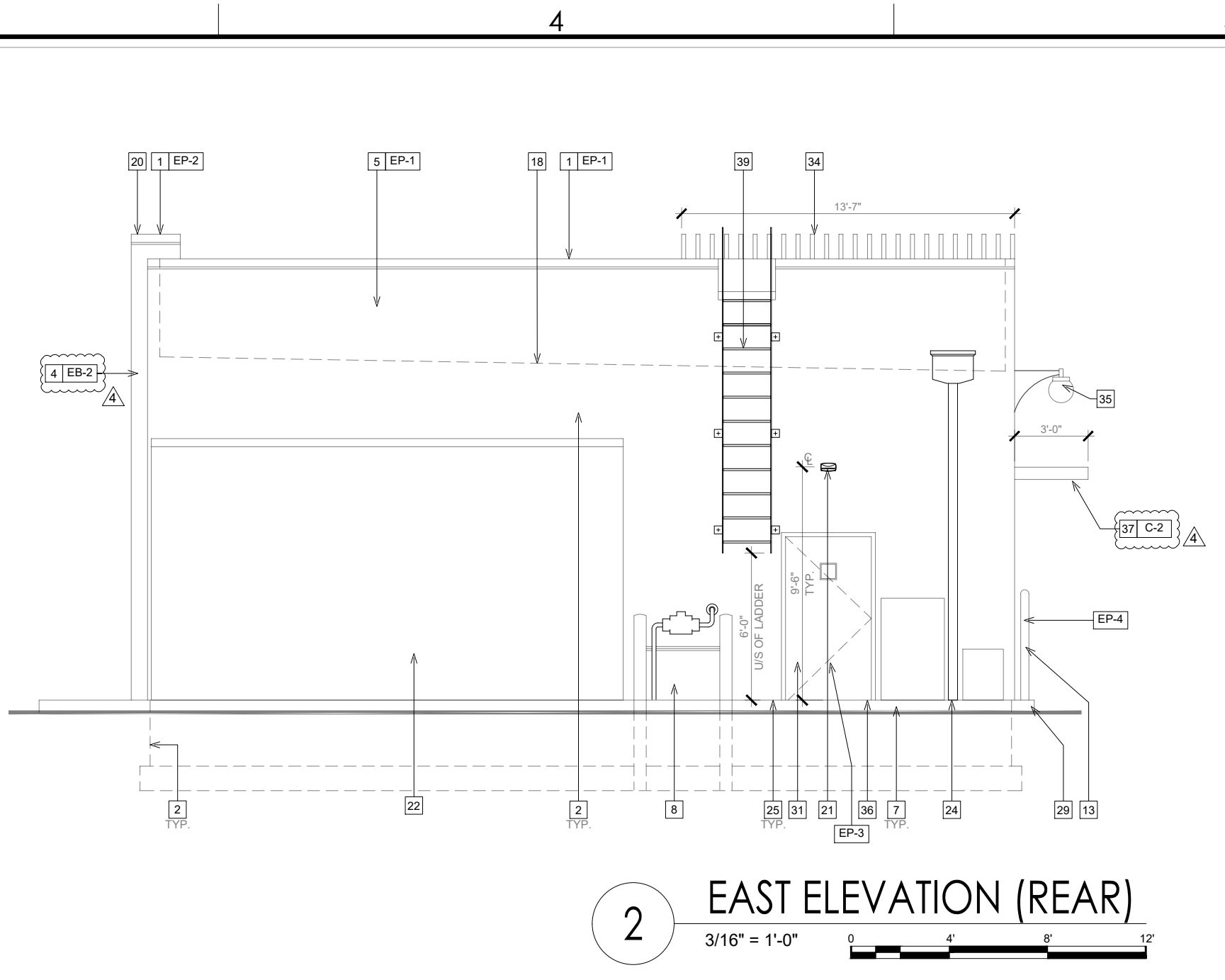
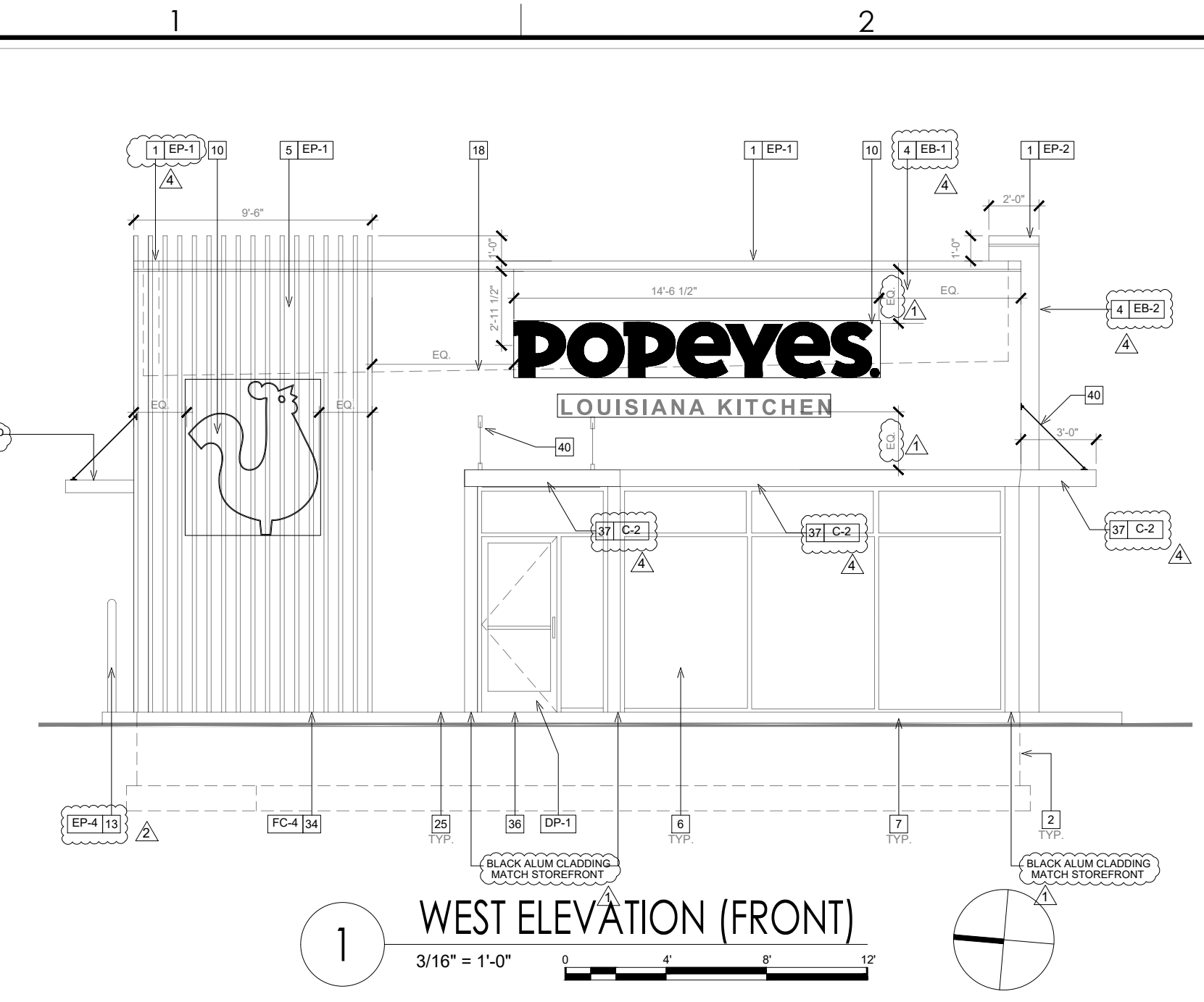
PROJECT STATUS  
**SITE PLAN APPROVAL**  
DATE  
08-31-2023  
PROJECT NUMBER  
19-2023  
SCALE  
AS SHOWN  
DRAWN BY: H3D/DECO  
CHECKED BY: BPH  
DRAWING TITLE

**PROPOSED OUT-PARCEL SITE PLAN**  
DRAWING NUMBER  
**ASP-101**

COPYRIGHT 2017 GALLO HERBERT ARCHITECTS  
 THIS ELEVATION OF THE LAND FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS  
 CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

**EXTERIOR ELEVATION NOTES**

- 1 PRE-FINISHED METAL CAP FLASHING CW DRIP.
- 2 G.C. TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2'-2" ABOVE GRADE AT ALL EPFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
- 3 NICHHA VINTAGE BRICK, COLOR: ALEXANDRIA BUFF. REFER TO POPEYES MASTER SCHEDULE.
- 4 NICHHA VINTAGE BRICK, COLOR: WHITE WASH. REFER TO POPEYES MASTER SCHEDULE.
- 5 EPFS. REFER TO POPEYES MASTER SCHEDULE.
- 6 PRE-FINISHED BLACK ANODIZED ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
- 7 EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
- 8 GAS UTILITY METER.
- 9 REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
- 10 INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- 11 NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- 12 NICHHA VINTAGE WOOD, COLOR: CEDAR. REFER TO POPEYES MASTER SCHEDULE.
- 13 PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C. TO PAINT "SAFETY YELLOW". REFER TO POPEYES MASTER SCHEDULE.
- 14 DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
- 15 NA.
- 16 NA.
- 17 NA.
- 18 DASHED LINE INDICATES TO OF ROOF BEHIND PARAPET.
- 19 C/T CABINET AND METER.
- 20 LINE OF PARAPET WALLS BEYOND.
- 21 GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
- 22 WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
- 23 METAL RAILING BEYOND.
- 24 PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE BRUSHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
- 25 ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
- 26 HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
- 27 NA.
- 28 NA.
- 29 G.C. TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
- 30 NA.
- 31 REAR EXIT DOOR. REFER TO POPEYES MASTER SCHEDULE.
- 32 WALL SOUNDCO SUPPLY AND INSTALL BY SIGN COMPANY.
- 33 OPEN BOTTOM ALUMINUM CANOPY WITH DOWNLIGHT LED LIGHT FIXTURE SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
- 34 VERTICAL SIMULATED ALUMINUM SLATS. REFER TO POPEYES MASTER SCHEDULE.
- 35 NA.
- 36 CONCRETE SIDEWALK (BY G.C.) REFER TO SITE PLAN.
- 37 NON ILLUMINATED 1" ALUMINUM FASCIA BAND. SUPPLY BY SIGN COMPANY AND INSTALLED BY G.C.
- 38 NA.
- 39 EXTERIOR ROOF LADDER.
- 40 CANOPY RODS PER DESIGN BULLETIN 001-24.



WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy, then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
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**PROJECT SIGNS - WAIVER REQUEST TABLE**

**GENERAL NOTES**

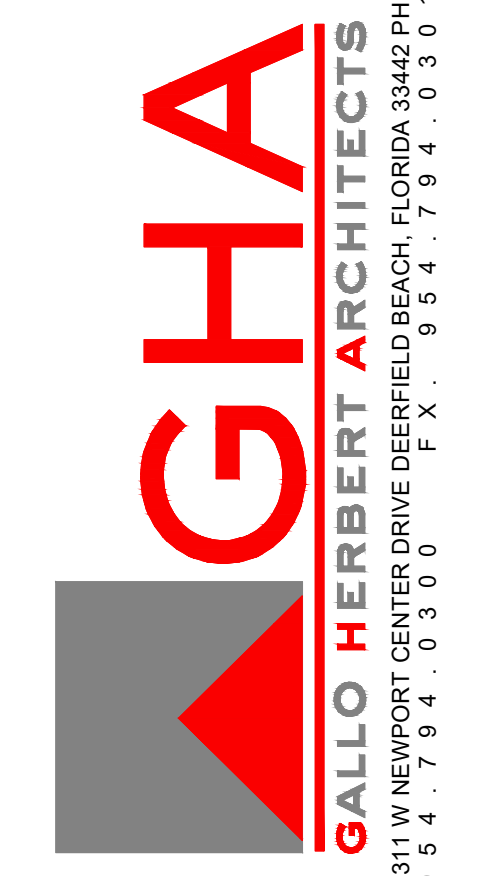
- 1 SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES. COLOUR: TO MATCH WINDOW / DOOR FRAMES.
- 2 THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

**SYMBOL LEGEND**

- 1 NOTE REFERENCE. REFER TO ELEVATION NOTES
- FNF FINISH TYPE

**REVISION INDEX:**

- 2 # = rev description
- 1 REVISED MASTER PLAN PER REDLINE COMMENTS (KH COMMENT 1)
  - 2 REVISED TITLE BLOCK ADDRESS (DIRECTIONAL) (KH COMMENT 2)
  - 3 ADDED LEGAL DESCRIPTION TO COVER SHEET (KH COMMENT 3)
  - 4 ADDED PROPOSED DATA TO SHEET ASP-100 (KH COMMENT 4)
  - 5 REVISED SIGN TO MONUMENT SIGN (KH COMMENT 5)
  - 6 SIGNAGE CONFORMANCE NOTE ADDED TO ASP-101 (KH COMMENT 6)
  - 7 ADD STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
  - 8 ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
  - 9 PROVIDE LEGIBLE SITE INFORMATION (PLANNING COMMENT 2)
  - 10 PROVIDE LOADING AREA (PLANNING COMMENT 3)
  - 11 COORDINATE BUILDING AREA ON SHTS (PLANNING COMMENT 4)
  - 12 ADJUST PARKING CALCULATIONS PER 8 01 13 (PLANNING COMMENT 5)
  - 13 PARKING COUNT CORRECTION (PLANNING COMMENT 6)
  - 14 DIMENSION PARKING STALLS (PLANNING COMMENT 7)
  - 15 SHOW QUEUING REQUIREMENTS OF 20 FT (PLANNING COMMENT 8)
  - 16 LABEL THE PICKUP AND PAY WINDOWS (PLANNING COMMENT 9)
  - 17 DIMENSION TWO WAY DRIVES AT 24' (PLANNING COMMENT 10)
  - 18 SHOW A LEGEND FOR THE CALLOUTS (PLANNING COMMENT 11)
  - 19 UPDATE REVISION TABLE (PLANNING COMMENT 12)
  - 20 TREE MITIGATION STATEMENT LOC. ADJ (PLANNING COMMENT 13)
  - 21 ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
  - 22 REMOVE 2 PARKING STALLS IN DRIVE THRU (PLANNING COMMENT 15)
  - 23 ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
  - 24 CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
  - 25 CORRECT DUMPSTER AND SHOW AUTO TURN (KH COMMENT 1.8.2)
  - 26 SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 1.7.9/25)
  - 27 LEGEND OR KEY FOR CALLOUT (PLANNING COMMENT 2.7.9/25)
  - 28 CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT 4.7.9/25)
  - 29 LIST TDP1.0 IN INDEX (PLANNING COMMENT 5.7.9/25) NO TDP1.0 EXISTS
  - 30 CORRECT L1 & L2 TO L1P1 & L2P1 IN INDEX (PLANNING COMMENT 6.7.9/25)
  - 31 SHOW IRR. PLANS L1-L1 & L2-L2 IN INDEX (PLANNING COMMENT 7.7.9/25)
  - 32 DELETE EXTRANEOUS NOTE IN SITE PLAN SCOPE NOTES RE: PYLON
  - 33 ADD ELEVATION TAG NOTES TO ELEVATION SHEET



**1560 BOONE, LLC**  
1951 (NW) FEDERAL HWY, STUART, FLORIDA

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEW REVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRG REVISIONS	10/30/2024
5	DRG REVISIONS	02/12/2025
6	DRG REVISIONS - WAIVER	03/14/2025
7	DRG REVISIONS-ELV TAGS	09/20/2025

**SITE PLAN APPROVAL**  
DATE: 08-31-2023  
PROJECT NUMBER: 19-2023  
SCALE: AS SHOWN  
DRAWN BY: HSD/DECO CHECKED BY: BPH

**PROPOSED BUILDING ELEVATION:**  
DRAWING NUMBER: **A-201**

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1 PROTOTYPE RENDERING (ENTRY SIDE)  
3/16" = 1'-0"



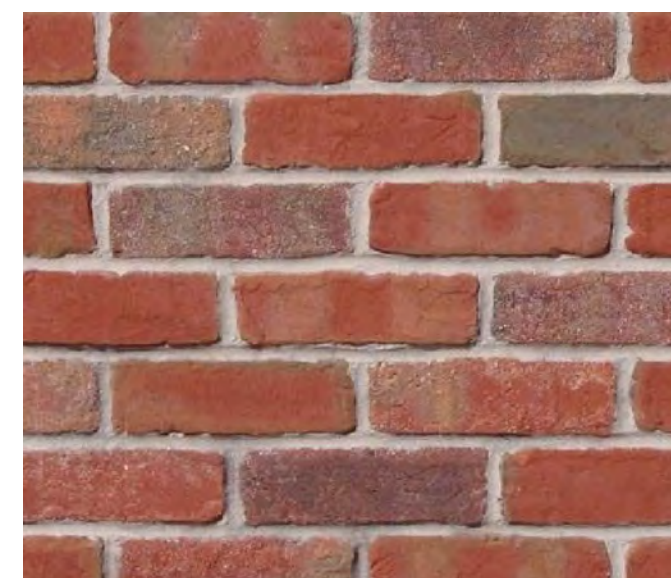
3 PROTOTYPE RENDERING (D.T. SIDE)  
3/16" = 1'-0"



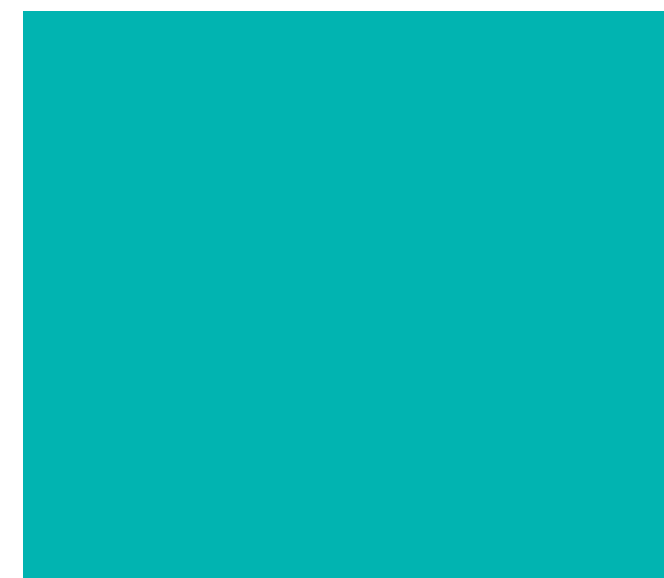
WOOD FACADE



PAINTED FACE BRICK



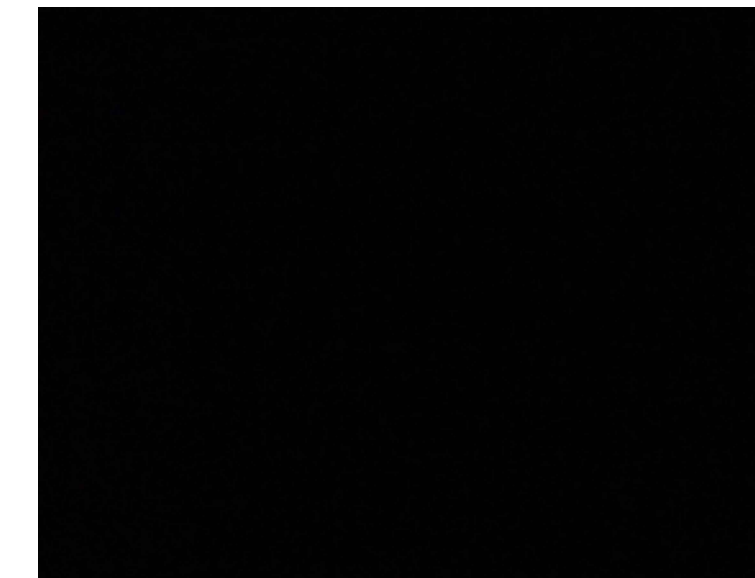
NATURAL FACE BRICK



ALUMINUM CANOPY



ENTRY DOORS & DRIVE THRU WINDOW



ALUMINUM STOREFRONTS

4 PROJECT MATERIALS  
3/16" = 1'-0"

**GHA**  
GALLO HERBERT ARCHITECTS  
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH: 954.794.0300 F.X.: 954.794.0301  
AA24001731  
[SEAL]

BRIAN P. HERBERT FL AR0015474  
[PROJECT]

**LOUISIANA KITCHEN**  
**POPEYES**  
WINDEMERE POINT  
STUART, FL  
1951 NE FEDERAL HWY,  
STUART, FLORIDA  
[OWNER]

1560 BOONE, LLC

1951 NE FEDERAL HWY,  
STUART, FLORIDA

[REVISIONS]

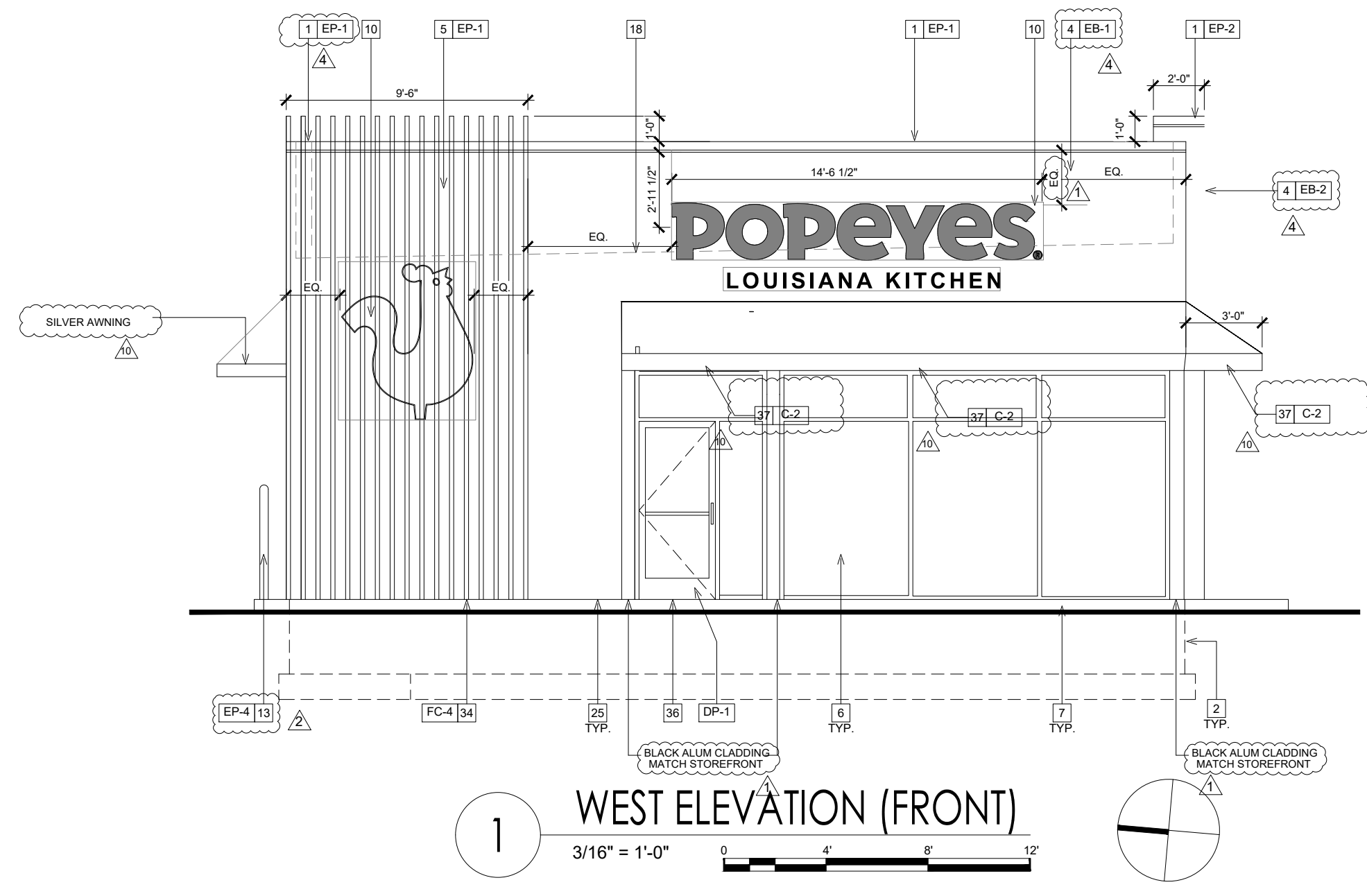
No.	Description	Date

[PROJECT STATUS]  
**SITE PLAN APPROVAL**  
[DATE]  
08-31-2023  
[PROJECT NUMBER]  
19-2023  
[SCALE]  
AS SHOWN  
[DRAWN BY] [CHECKED BY]  
H3D/DECO BPH  
[DRAWING TITLE]

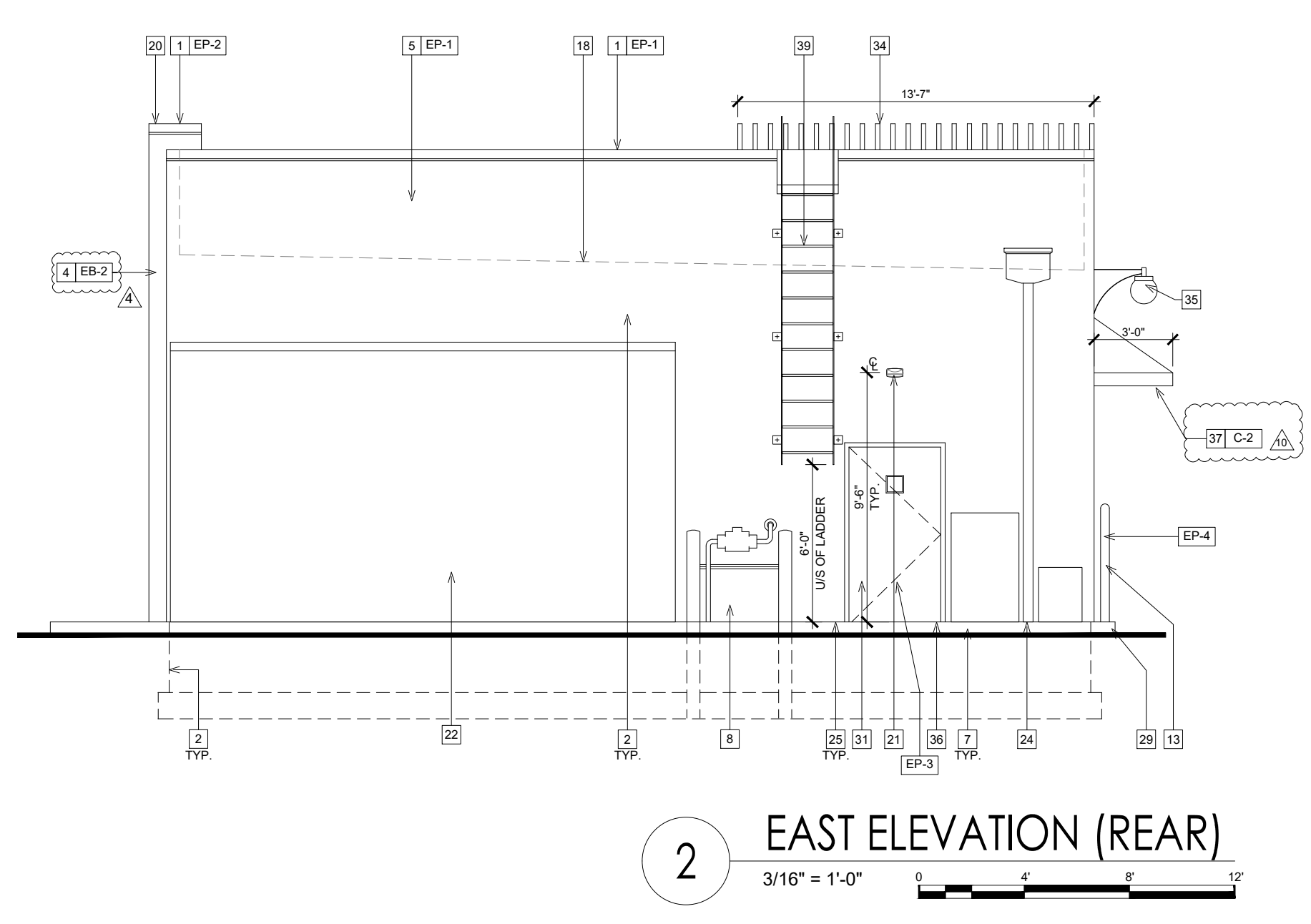
**PROPOSED BUILDING RENDERINGS**

[DRAWING NUMBER]  
**A-202**

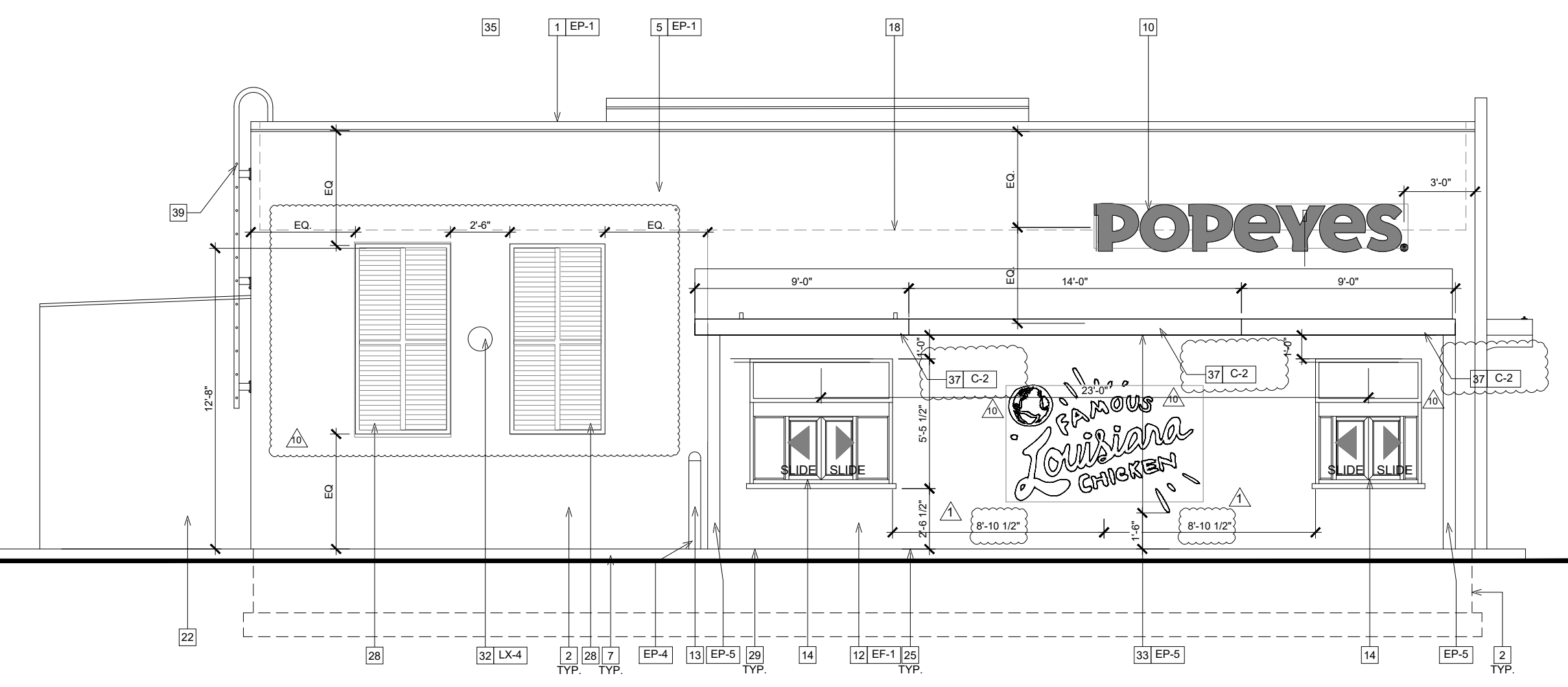
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 ARCHITECTS  
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 THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PROWRITTEN CONSENT OF GALLO HERBERT ARCHITECTS  
 CONTRACTORS SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.  
 IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT OR AN ENGINEER, TO ALTER THESE PLANS AND SPECIFICATIONS.



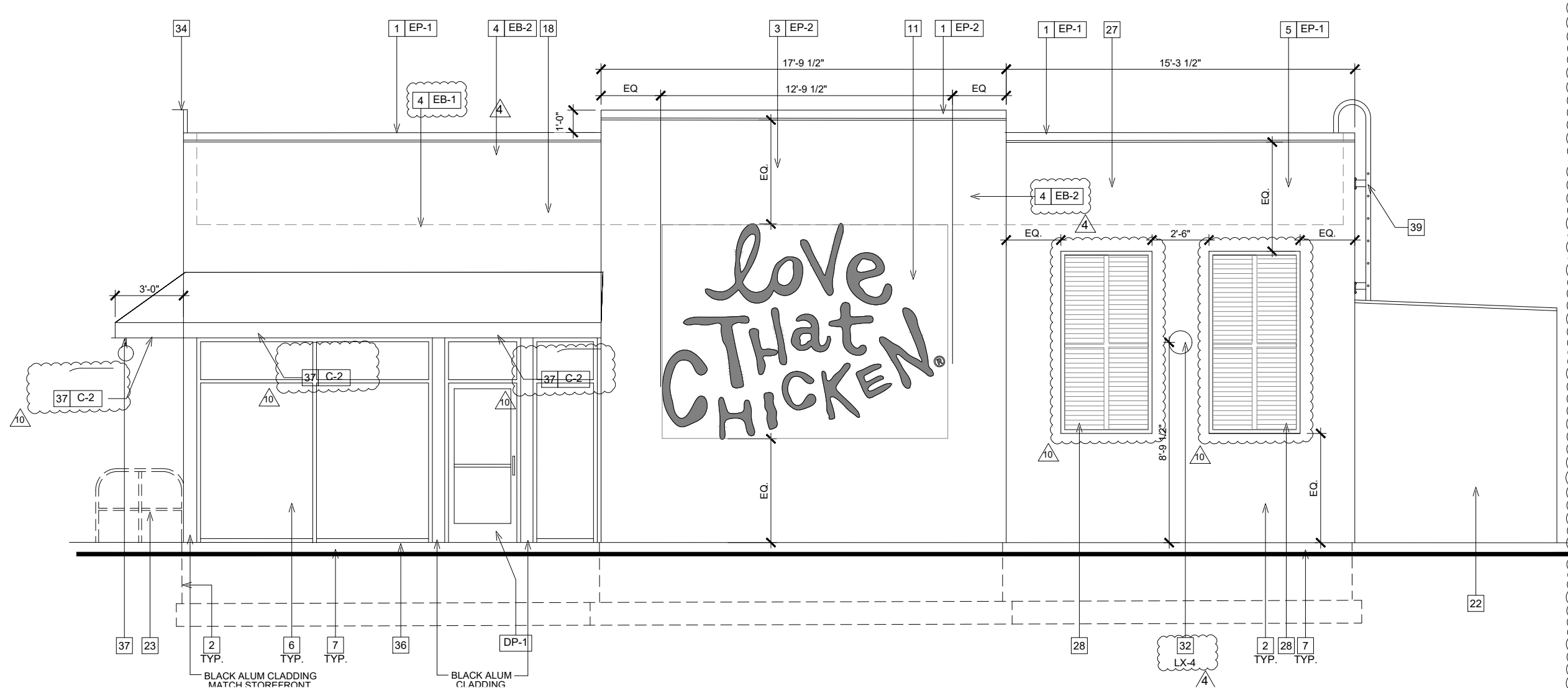
**1 WEST ELEVATION (FRONT)**  
3/16" = 1'-0"



**2 EAST ELEVATION (REAR)**  
3/16" = 1'-0"



**3 NORTH ELEVATION (D.T. SIDE)**  
3/16" = 1'-0"



**2 SOUTH ELEVATION (ENTRY SIDE)**  
3/16" = 1'-0"

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	(SIGN DELETED) One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, (SIGN DELETED)

**3 PROJECT SIGNS - WAIVER REQUEST TABLE**  
3/16" = 1'-0"

**EXTERIOR ELEVATION NOTES**

- PRE-FINISHED METAL CAP FLASHING C/W DRIP.
- G.C. TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
- EP-1 EXTERIOR PAINT SEE COLOR BELOW
- EP-1 EXTERIOR PAINT SEE COLOR BELOW
- EIFS. REFER TO POPEYES MASTER SCHEDULE.
- PRE-FINISHED 'BLACK ANODIZED' ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
- EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
- GAS UTILITY METER.
- REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
- INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- NICHHA VINTAGE WOOD. COLOR: CEDAR. REFER TO POPEYES MASTER SCHEDULE.
- PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C. TO PAINT SAFETY YELLOW. REFER TO POPEYES MASTER SCHEDULE.
- DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
- N/A.
- N/A.
- N/A.
- DASHED LINE INDICATES TO OF ROOF BEHIND PARAPET.
- CIT CABINET AND METER.
- LINE OF PARAPET WALLS BEYOND.
- GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
- WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
- METAL RAILING BEYOND.
- PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE SPLASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
- ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
- HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
- N/A.
- DECORATIVE OLD FLORIDA SHUTTERS - TEAL.
- G.C. TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
- N/A.
- REAR EXIT DOOR. REFER TO POPEYES MASTER SCHEDULE.
- WALL SCENCE SUPPLY AND INSTALL BY SIGN COMPANY.
- OPEN BOTTOM ALUMINUM CANOPY WITH DOWNLIGHT LED LIGHT FIXTURE SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
- VERTICAL SIMULATED ALUMINUM SLATS. B-N SLATS TAR-028 PACIFIC GRAY.
- N/A.
- CONCRETE SIDEWALK (BY G.C.) REFER TO SITE PLAN.
- SILVER AWNING
- N/A.
- EXTERIOR ROOF LADDER.
- DELETED
- PAINT COLORS TO MATCH EXISTING SHOPPING CENTER

**GENERAL NOTES**

- SEALANT / CALKING AROUND DOOR / WINDOW FRAMES. COLOUR: TO MATCH WINDOW / DOOR FRAMES.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

**SYMBOL LEGEND**

- NOTE REFERENCE. REFER TO ELEVATION NOTES
- FINISH TYPE

**REVISION INDEX:** 2 # = rev discription

- REVISED MASTER PLAN PER REDLINE COMMENTS (KH COMMENT 1)
- REVISED TITLE BLOCK ADDRESS (DIRECTIONAL) (KH COMMENT 2)
- ADDED LEGAL DESCRIPTION TO COVER SHEET (KH COMMENT 3)
- ADDED PROPOSED DATA TO SHEET ASP-100 (KH COMMENT 4)
- REVISED SIGN TO MONUMENT SIGN (KH COMMENT 5)
- SIGNAGE CONFORMANCE NOTE ADDED TO ASP-101 (KH COMMENT 6)
- ADD STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
- ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
- PROVIDE LEGIBLE SITE INFORMATION (PLANNING COMMENT 2)
- PROVIDE LOADING AREA (PLANNING COMMENT 3)
- COORDINATE BUILDING AREA ON SHITS (PLANNING COMMENT 4)
- ADJUST PARKING CALCULATIONS PER 6.01.13 (PLANNING COMMENT 5)
- PARKING COUNT CORRECTION (PLANNING COMMENT 6)
- DIMENSION PARKING STALLS (PLANNING COMMENT 7)
- SHOW QUEING REQUIREMENTS OF 20 FT (PLANNING COMMENT 8)
- LABEL THE PICKUP AND PAY WINDOWS (PLANNING COMMENT 9)
- DIMENSION TWO WAY DRIVES AT 24' (PLANNING COMMENT 10)
- SHOW A LEGEND FOR THE CALLOUTS (PLANNING COMMENT 11)
- UPDATE REVISION TABLE (PLANNING COMMENT 12)
- TREE MITIGATION STATEMENT LOC. ADJ. (PLANNING COMMENT 13)
- ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
- REMOVE 2 PARKING STALLS IN DRIVE THRU (PLANNING COMMENT 15)
- ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
- CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
- CORRECT DUMPSTER AND SHOW AUTO TURN (PW COMMENT 1 & 2)
- SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 1 - 7/9/25)
- LEGEND OR KEY FOR CALLOUT (PLANNING COMMENT 2 - 7/9/25)
- CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT - 4/7/25)
- LIST TOP 10 IN INDEX (PLANNING COMMENT 5-7/9/25) NO TOP 10 EXISTS
- CORRECT L1 & L2 TO L1 & L2 IN INDEX (PLANNING COMMENT 6 - 7/9/25)
- SHOW IRR. PLANS L1 & L2 IN INDEX (PLANNING COMMENT 7 - 7/9/25)
- DELETE EXTRANEIOUS NOTE IN SITE PLAN SCOPE NOTES RE: Pylon
- ADD ELEVATION TAG NOTES TO ELEVATION SHEET
- CHANGE PARKING COUNT FROM 10 TO 9 & ADD BUMPERS AT HC SPACES
- CHANGE EXTERIOR COLORS AND FINISHES TO COMPLIMENT EXISTING SHOPPING CENTER



AA26001731  
SEAL

BRIAN P. HERBERT FL AR0015474  
PROJECT



**WINDEMERE POINT**  
**STUART, FL**  
1951 NW FEDERAL HWY,  
STUART, FLORIDA  
OWNER

**1560 BOONE, LLC**

1951 NW FEDERAL HWY,  
STUART, FLORIDA

REVISIONS		
No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEWREVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS-ELV TAGS	09/20/2025
8	COLOR & FINISH REVISION	12/05/2025

**SITE PLAN APPROVAL**

DATE: **08-31-2023**  
PROJECT NUMBER: **19-2023**  
SCALE: **AS SHOWN**  
DRAWN BY: **H3D/DECO** CHECKED BY: **BPH**  
DRAWING TITLE: **PROPOSED BUILDING ELEVATIONS**

DRAWING NUMBER: **A-201**



4 SIDE RENDERING - TEAL SHUTTERS



1 FRONT RENDERING  
NOT TO SCALE



3 DRIVE THRU SIDE RENDERING



WOOD FACADE



SW-6385 - DOVER WHITE



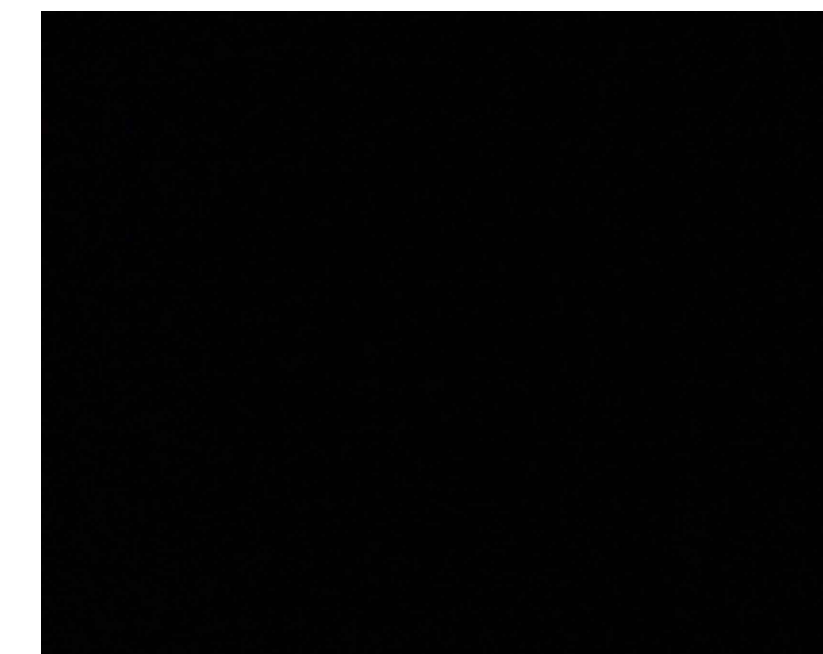
SW-2860 SAGE



AWNING - SILVER



SW - 6489 REALLY TEAL (Shutters)



ALUMINUM STOREFRONTS



POPEYES SIGN COLOR

4 PROJECT MATERIALS  
3/16" = 1'-0"



**GHA**  
GALLO HERBERT ARCHITECTS  
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301  
AA26001731  
[SEAL]

BRIAN P. HERBERT FL AR0015474  
PROJECT  
**LOUISIANA KITCHEN**  
**POPEYES**  
**WINDEMERE POINT**  
STUART, FL  
1951 NW FEDERAL HWY,  
STUART, FLORIDA  
OWNER  
**1560 BOONE, LLC**  
1951 NW FEDERAL HWY,  
STUART, FLORIDA

[REVISIONS]

No.	Description	Date
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[PROJECT STATUS]  
**SITE PLAN APPROVAL**  
[DATE]  
08-31-2023  
[PROJECT NUMBER]  
19-2023  
[SCALE]  
AS SHOWN  
[DRAWN BY] [CHECKED BY]  
H3D/DECO BPH  
[DRAWING TITLE]

**PROPOSED BUILDING RENDERINGS**  
[DRAWING NUMBER]  
**A-202**

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO PREPARE, REPRODUCE, OR IN ANY MANNER USE THESE ARCHITECTURAL DRAWINGS OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS. CONTRACTORS SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES. COPYRIGHT 2017 GALLO HERBERT ARCHITECTS



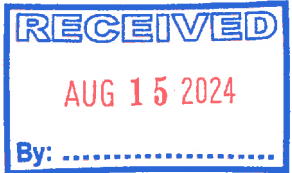
Engineering & Project Management

361 NW Dewburry Terrace

Jensen Beach, FL 34957

772 291 8177

[office@terragoneengineering.com](mailto:office@terragoneengineering.com)



WINDEMERE POINT PARCEL 2  
COMPLETION OUT PARCEL DEVELOPMENT  
**DRAINAGE STATEMENT**

August 8, 2024

**BACKGROUND**

Windemere Point was developed in 2008 as a PUD with a drainage system serving both parcels within the site. Parcel 2 is a separate outparcel, purchased by 1560 Boone, LLC and developed separately. In the PUD, drainage capacity was made available for development on Parcel 2.

**ANALYSIS**

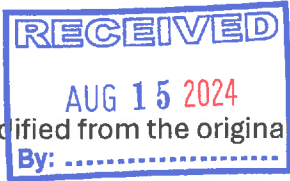
This drainage statement evaluates the area within the curb line of Parcel 2 as the remainder of parcel 2 is developed as contemplated in the main PUD. Specifically, we evaluate those items that have changed on the building pad site, utilizing the edge of pavement against the bare ground as the boundary for the evaluation.

Measuring areas utilizing CAD drawings on the original PUD Site Plan yields the following impervious area measurements:

2008 Parcel 2 – Accommodated areas

Buildings	14,075 square ft
Walkways	7,453. square ft.
Dumpster and Loading	<u>1,970 square ft.</u>
	23,498 square ft

In 2018 a 5300 sq ft. commercial retail building was developed on Parcel 2, leaving the north side of the building pad vacant field. Side walks were installed only around the



building . The dumpster was also developed, but its layout was modified from the original PUD layout.

In the proposed development of the remainder of Parcel 2, a 1993 sf drive through restaurant is contemplated. It requires the expansion of pavement for the drive through lanes, which is additional pavement area. The total impervious area is broken down as follows:

Parcel 2 in it final buildout layout – impervious areas (includes 2018 development)

Buildings	5300 (exst) + 1993 (prop) square ft
	7,293 Tot. SF buildings
Site/drive around building	7,516 square ft
Walkways (proposed and exst)	6,188 square ft.
Dumpster and Loading (exst)	<u>452 square ft.</u>
	21,749 square ft

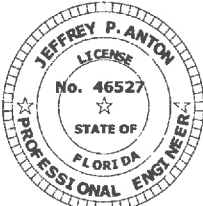
CONCLUSION

As evident by the analysis above, there will be 1,749 less impervious area. As the amount of impervious area is the only variable altered in the runoff equation, in the direction of less runoff generated, the proposed development will demand less capacity from the drainage system than contemplated in the original PUD site plan. Thus, the outparcel buildout will have no negative impact on the drainage system.

Sincerely

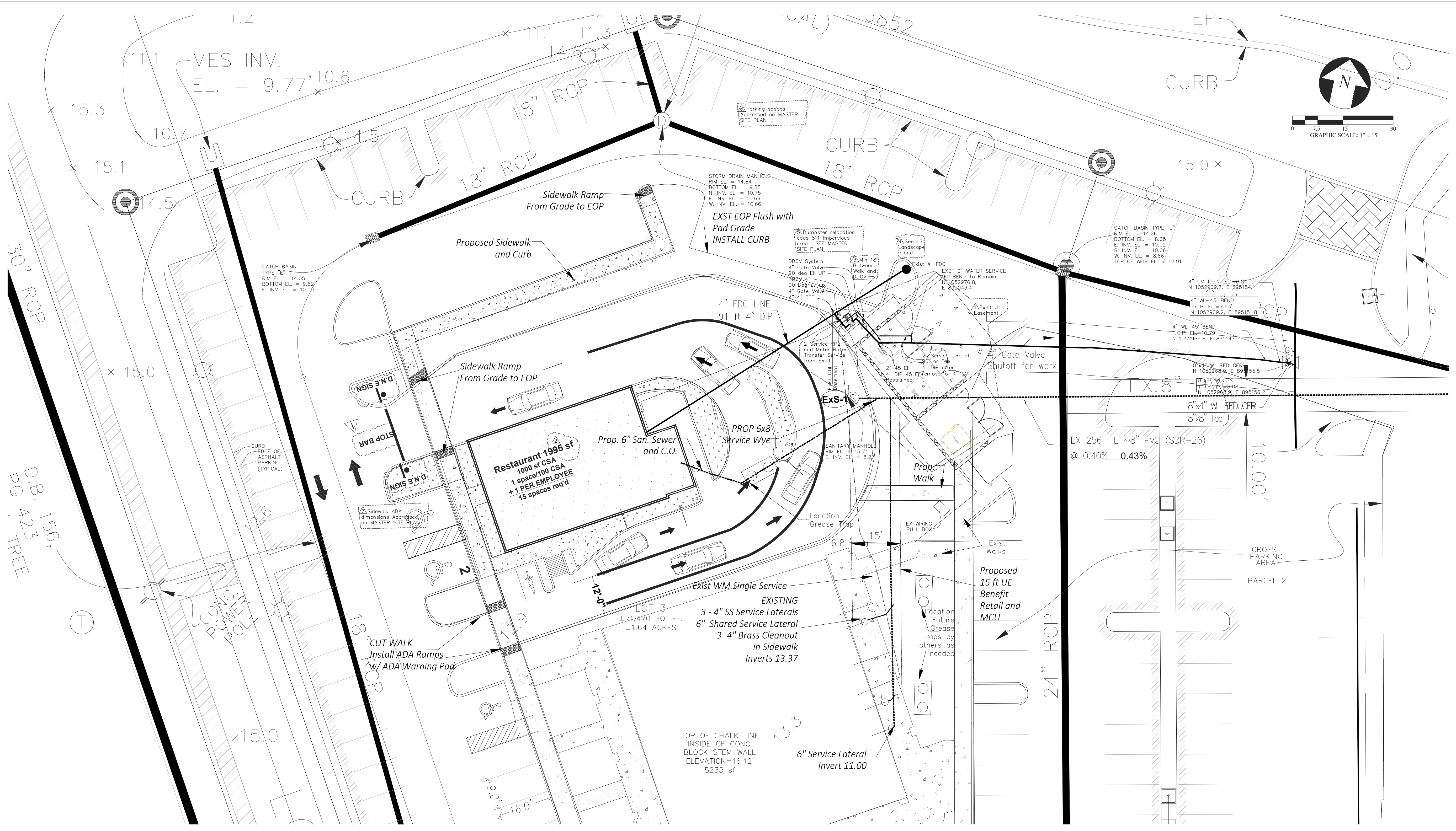
Jeffrey P. Anton, PE FL 46527

August 1, 2024



This item has been digitally signed and sealed by Jeffrey Anton, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Jeffrey P Anton Date: 2024.08.01 10:00:46 -04'00'



**ERC & WATER METER CALCULATIONS**

MCU UTILITY SERVICE PHASE	BUILDING	LAND USE / SIZE	ESTIMATED FLOW (GPD)	CALCULATION BASIS	ERC 250 GPD	METER SIZE
1	Restaurant	1995 SF (20 Seats) 9 Employee shifts	320 135	16 GPD / Seat 15 GPD/ 8 hr. Employee shift	2	5/8"

**ENGINEERING SITE PLAN**

**ENGINEERING PRELIMINARY PLAN**

**DRIVE THROUGH RESTUARANT  
WINDEMERE POINT PARCEL 3**

**TERRAGONE ENGINEERING**  
 361 NW Dawbury Terrace, Jensen Beach, Florida 34957  
 Phone: (772)291-8177  
 E-mail: office@terragonengineering.com  
 Florida Registry Lic. 34035

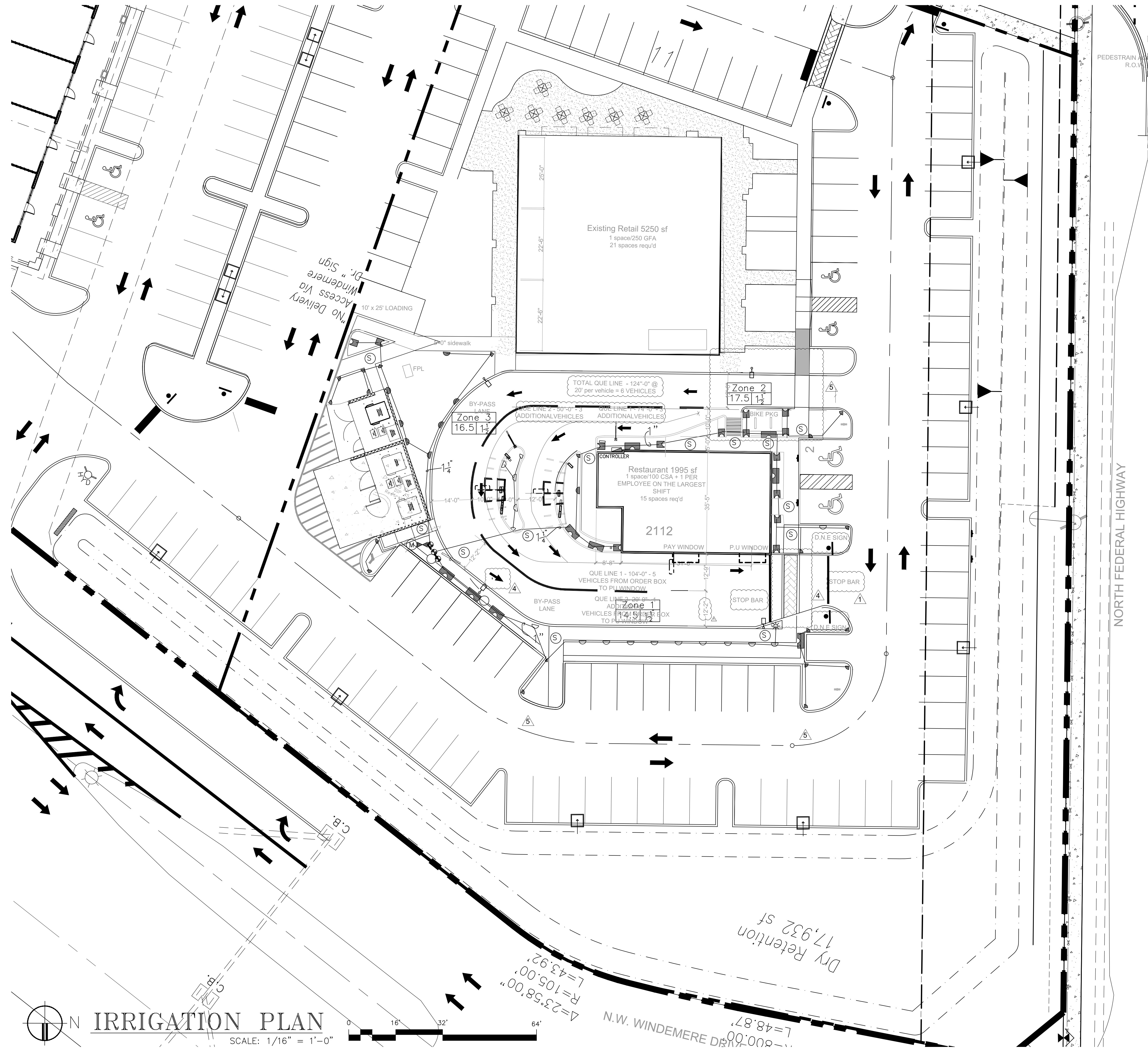
CALL 48 HOURS BEFORE YOU DIG  
IT'S THE LAW!  
1-800-432-4770  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Designated:	J.A.	3/4/24
Drawn:	A.A.	By
Checked:	By	By
Approved:	J.P.A.	Date JUN 4, 2025
Project:	J.P.A.	File:
Revision:	J.P.A.	By

Sheet No.  
**C-1**  
of  
**2**

**DRAWINGS AND SPECIFICATIONS SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES. PLANS NOT VALID FOR CONSTRUCTION UNTIL PROPERLY MARKED "ISSUED FOR CONSTRUCTION" BY THE ENGINEER.**

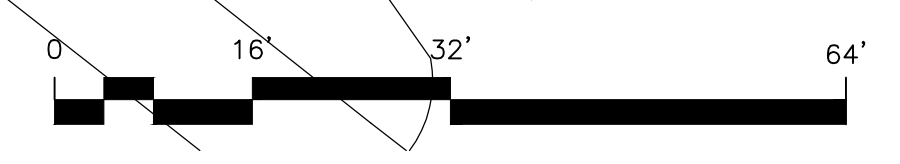




NORTH FEDERAL HIGHWAY

NW FEDERAL F

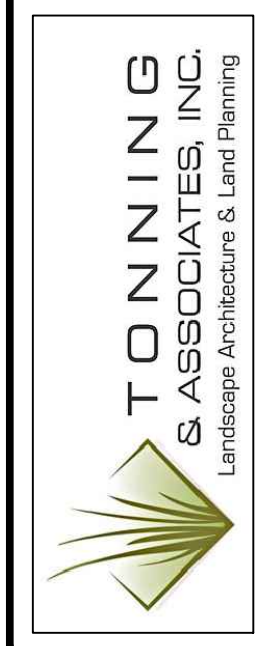
IRRIGATION PLAN  
SCALE: 1/16" = 1'-0"



Dry Retention 17,932 sf  
 L=48.87'  
 R=105.00'  
 L=43.92'  
 Δ=23.58'00"

DRWG. TITLE : IRRIGATION PLAN - PERMIT  
 PROJECT : POPEYES WINDMERE POINT  
 1951 NW FEDERAL HIGHWAY  
 STUART, FLORIDA  
 CLIENT : GHA ARCHITECTS

PROJECT NO. 24-117  
 DRAWN BY WKT  
 DESIGNED BY WKT  
 CHECKED BY WKT  
 DATE : 03-25-24  
 DWG. NO. 1-11  
 SHT. NO. 1 of 2  
 REVISIONS :  
 02-25-25  
 06-20-25



TONNING & ASSOCIATES, INC.  
 Landscape Architecture & Land Planning  
 Landscape Architect - Florida License #6666709  
 4855 NW 92 Terrace  
 Coral Springs, Florida 33067  
 Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

WAYNE K. TONNING, R.L.A.  
 R.L.A. #6666709

**IRRIGATION LEGEND:**

- MAIN LINE - 1-1/2" Feed From Pond Surface Water Source
- LATERAL ZONE LINES - SDR PVC as noted
- ... ZONE BOUNDARIES

- ▶ BACK FLDV: See Point of Connection Detail.
- ☑ CONTROLLER - Rain Bird ESP Controller 4 Zone mounted on East Facade of structure, with a Rain Check automatic rain sensor shutoff switch mounted outside on eave of structure.

- ⊕ ZONE VALVES - Rain Bird PGA Valves

- Ⓜ PROPOSED WATER METER - 1" or per City Code.

- Ⓢ SLEEVES - SCH. 40, 2 Sizes Larger. NOTE - Pipe Size Shown is the Lateral Size, NOT the Sleeve Size
- 6" PDP-UP SPRAY - Rainbird 1800 Series MPR Spray Nozzles as Required. NOTE - All of the below may not be used.

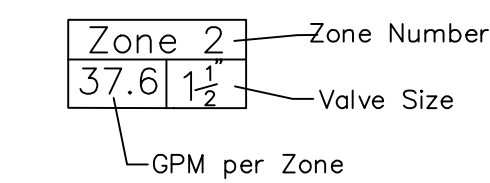
15' Series -	12' Series -	10' Series -	8' Series -
15-Q-PC - 1/4"	12-Q-PC - 1/4"	10-Q-PC - 1/4"	8-Q-PC - 1/4"
15-T-PC - 1/3"	12-T-PC - 1/3"	10-T-PC - 1/3"	8-T-PC - 1/3"
15-H-PC - 1/2"	12-H-PC - 1/2"	10-H-PC - 1/2"	8-H-PC - 1/2"
15-TT-PC - 2/3"	12-TT-PC - 2/3"	10-TT-PC - 2/3"	8-TT-PC - 2/3"
15-TQ-PC - 3/4"	12-TQ-PC - 3/4"	10-TQ-PC - 3/4"	8-TQ-PC - 3/4"
15-F-PC - Full	12-F-PC - Full	10-F-PC - Full	8-F-PC - Full

- 45-SST-PC 4 x 18'
- 4-EST-PC 4 x 15'
- 4-CST-PC 4 x 30'

- \* 6" PDP-UP FLOOD BUBBLER - Rainbird 1800 Series MPR Pressure Compensating Nozzles as Required.

- Ⓢ HDSE BIB

SYSTEM DESIGN OPERATING PRESSURE = Between 35 and 40 psi



- ▲ 4" PDP-UP ROTOR - Hunter PGM Rotor w/ Appropriate Nozzle as Required

**IRRIGATION NOTES:**

Piping:

Main Lines: PVC SDR 26, Class 160 Solvent Weld.

Zone Lines: PVC, 1/2 in. and 3/4 in. are not used. Min. pipe is 1 in. 315 PSI: 1 in. = SDR 21. 200 PSI: 1-1/4 in. and greater = SDR 26, 160 PSI. All solvent weld.

All end of the line unmarked pipe = 1 in. (min.).

Sleeves and suction Line: PVC, SCH 40.

Fittings: SCH 40 PVC

Fabrication: To manufacturers specifications. Use blue or grey PVC cement, square cut, clean and prime all joints.

Allow all main lines to cure for 24 hours before pressuring.

All pipe, fittings, and solvents to conform to latest ASTM specs.

Depth of Lines: Main Line and wiring = 18 in. depth, min.

Sleeving under pavement = 24 in. depth, min.

Suction Line = 24 in. depth, minimum.

Zone Lines 1-1/2 in. and smaller = 10 in. depth, min.

Control Wires: AWG 14 for all hot wires and AWG 12 for common.

Solid copper type UF UL listed for direct burial.

Run wires under moat and tape every 20 feet.

Run spares, two min.

Splice wires only in a valve box. All splices shall be moisture proof using Snap ties or DBT UL connectors.

Common shall be white, hot shall be red or color coded.

Spore shall be black. Run in conduit where no Main line runs.

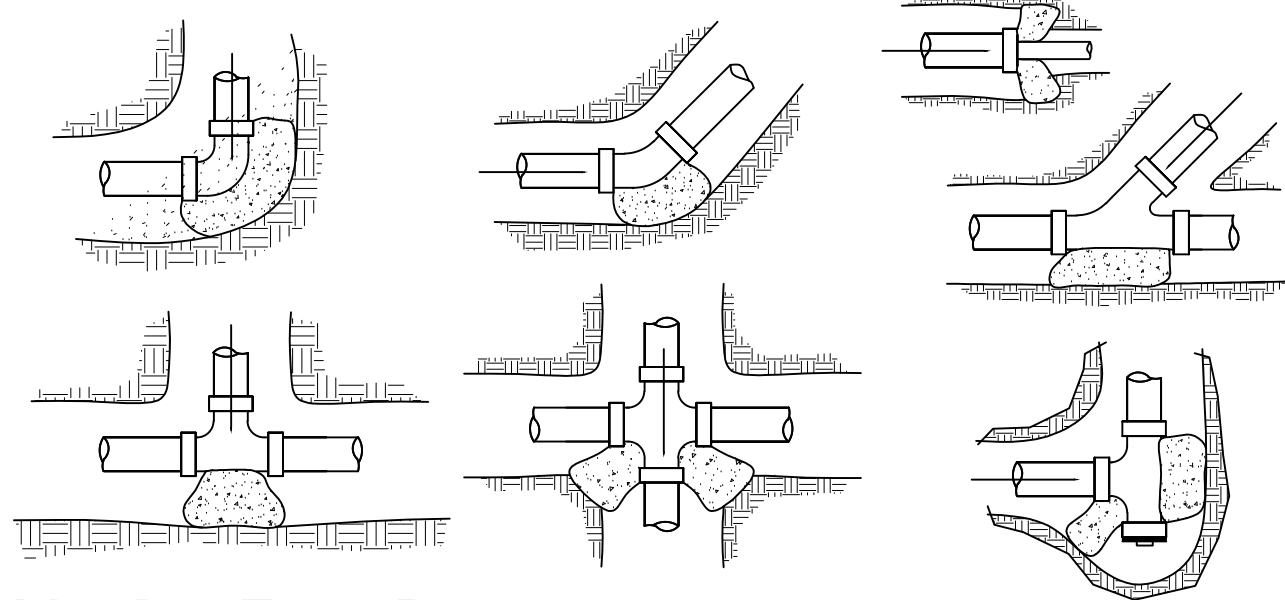
Backfill all trenches free of debris, compact to original density, flush all lines, use screens in all heads, adjust heads for proper coverage avoiding excess water on walls, walks, etc.

All details are graphically shown only. All quantities shall be verified by the contractor prior to installation. It shall be the contractor's responsibility to assure complete overlapping coverage. Any discrepancies shall be reported to the owner and landscape architect before proceeding. Codes and local regulations shall take precedence over these plans. It is the contractor's responsibility to comply. The landscape architect reserves the right to make minor field changes. The contractor may field adjust spray nozzle selection to provide for proper 100% min. coverage.

Provide owner with an accurate as installed plan(s) at completion showing main lines, wiring, valves, crossings, etc. using dimensions from fixed datum.

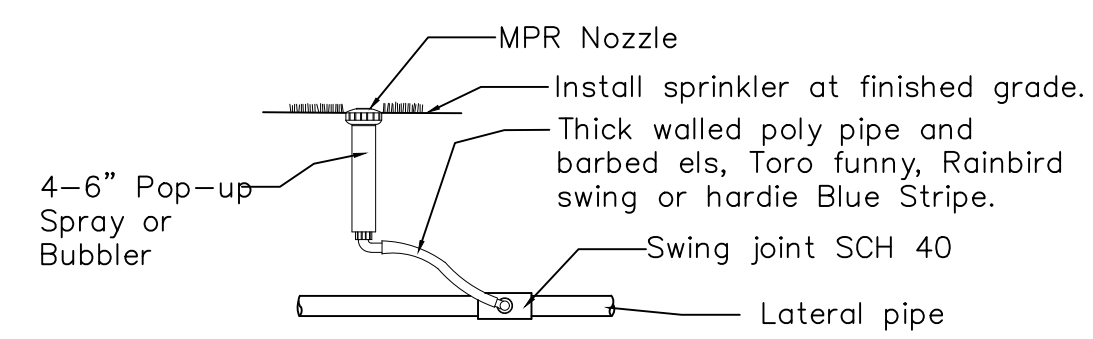
Contractor shall verify all underground utilities prior to commencement of work.

The perimeter irrigation and landscape may be required to be installed prior to either or both pump stations and all main line / valve wiring. A separate plan showing modifications and alternate water source will be provided prior to construction. The modifications will not impact upon the design intent or substantially affect the construction plan.



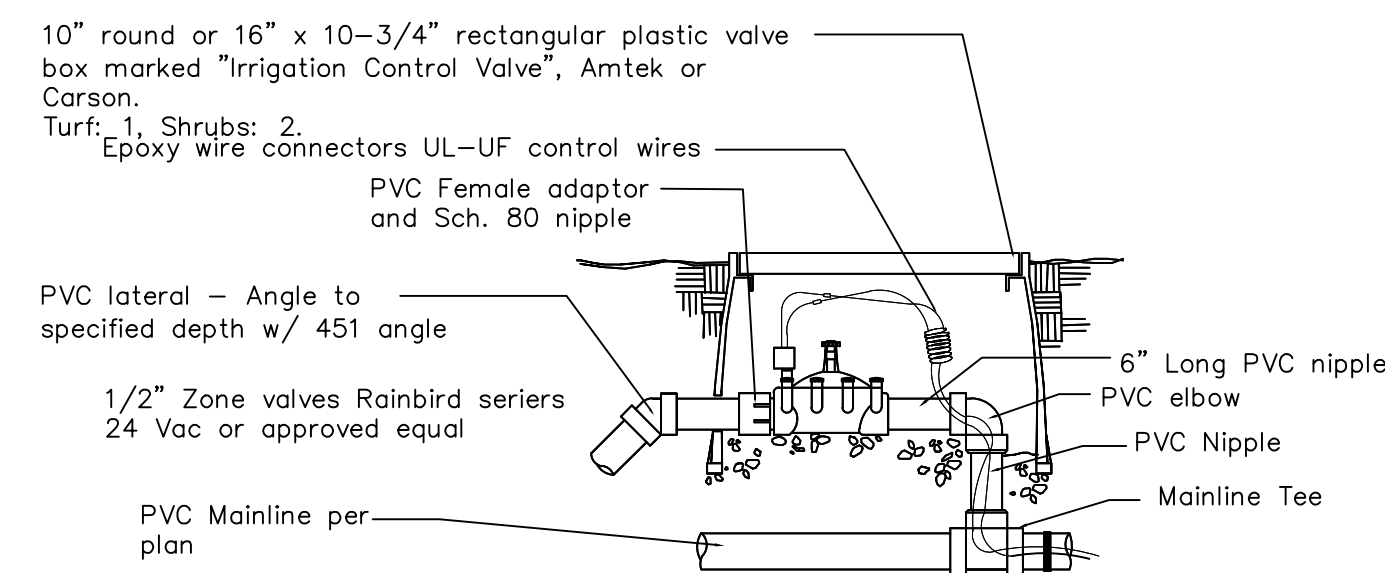
Main Line Thrust Blocks

NTS



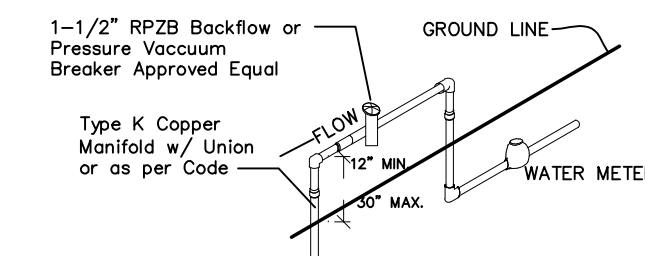
4 or 6" Pop-up Spray / Bubbler Detail

NTS



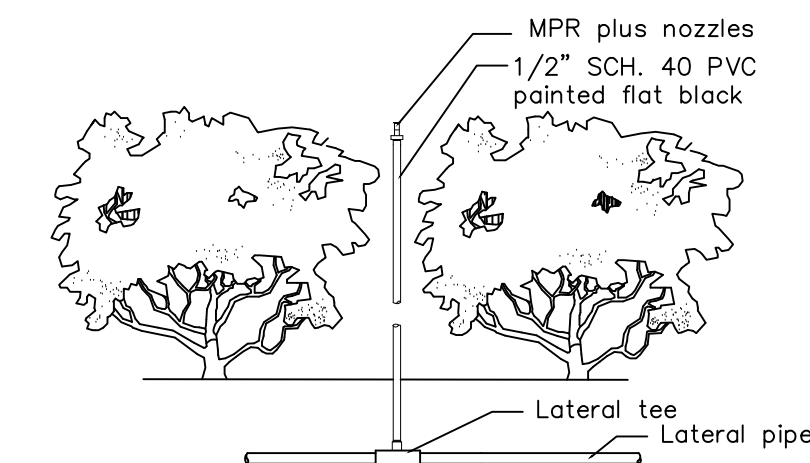
Zone Valve Detail

NTS



Point of Connection

NTS



Shrub Riser Spray Detail

NTS

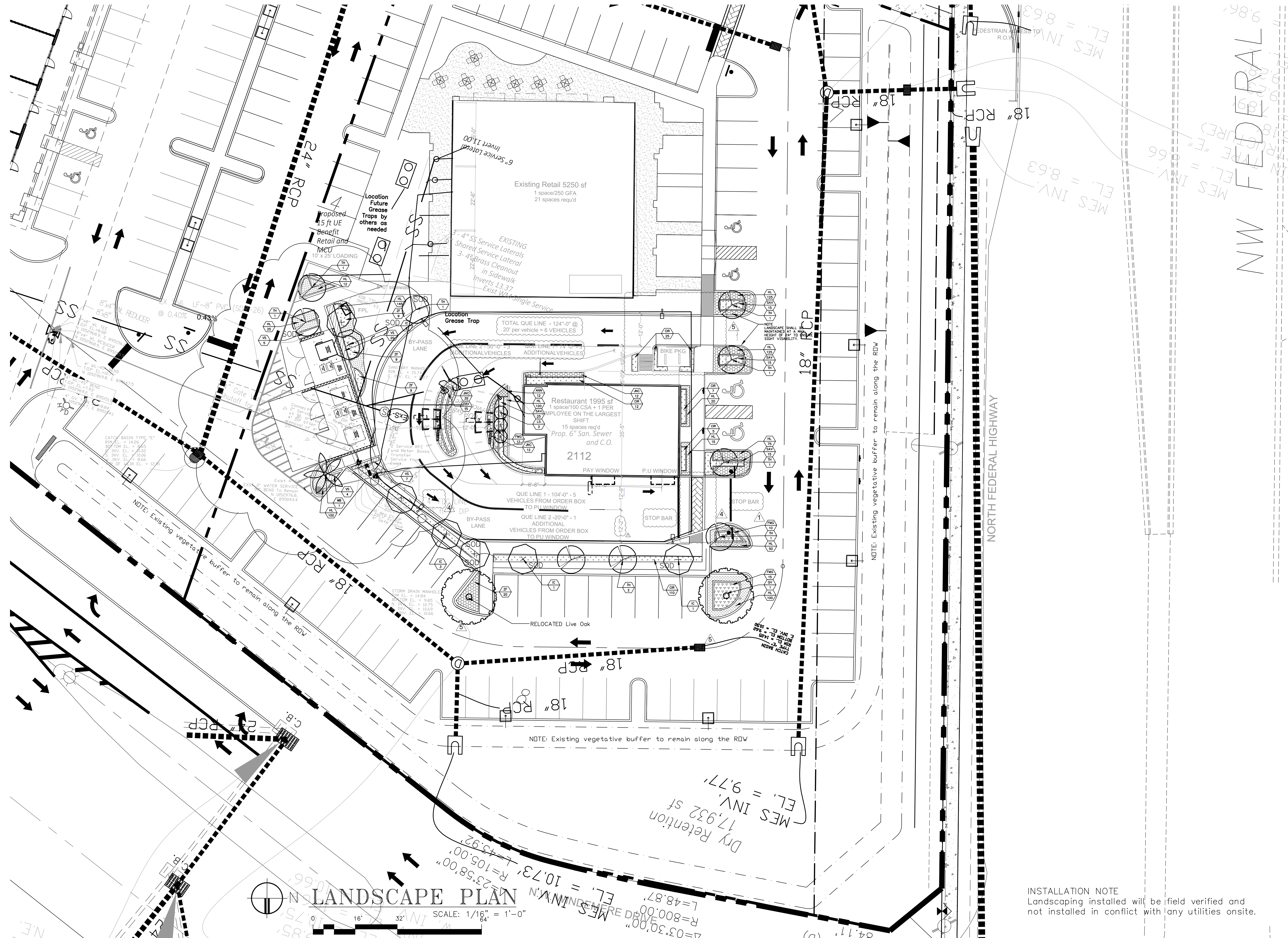


Landscape Architect - Florida License #6666709  
4855 NW 92 Terrace  
Coral Springs, Florida 33067  
Tel: 951-414-8269 Email: wtonning@tonningandassociates.com

DRWG. TITLE : IRRIGATION PLAN - PERMIT  
PROJECT : POPEYES WINDMERE POINT  
1951 NW FEDERAL HIGHWAY  
STUART, FLORIDA  
CLIENT : GHA ARCHITECTS

SEAL  
WAYNE K. TONNING, RLA  
R.L.A. #6666709

PROJECT NO. 24-117  
DRAWN BY WKT  
DESIGNED BY WKT  
CHECKED BY WKT  
DATE : 03-25-24  
DWG. NO. LI-2  
SHT. NO. 2 of 2  
REVISIONS :  
02-25-25  
06-20-25



**LANDSCAPE PLAN**  
 SCALE: 1/8" = 1'-0"  
 16' 32'

**INSTALLATION NOTE**  
 Landscaping installed will be field verified and not installed in conflict with any utilities onsite.



TONNING & ASSOCIATES, INC.  
 Landscape Architecture & Land Planning  
 Landscape Architect - Florida License #6666709  
 4855 NW 92 Terrace  
 Coral Springs, Florida 33067  
 Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

DRWG. TITLE : **LANDSCAPE PLAN - PERMIT**  
 PROJECT : **POPEYES WINDMERE POINT**  
 1951 NW FEDERAL HIGHWAY  
 STUART, FLORIDA  
 CLIENT : **GHA ARCHITECTS**

SEAL

PROJECT NO. 24-117  
 DRAWN BY WKT  
 DESIGNED BY WKT  
 CHECKED BY WKT  
 DATE : 03-25-24  
 DWG. NO. LP-1  
 SHT. NO. 1 of 2  
 REVISIONS :  
 02-25-25  
 05-16-25  
 06-25-25  
 10-15-25

WAYNE K. TONNING, R.L.A.  
 R.L.A. #6666709

**NOTES:**  
**GENERAL PLANTING REQUIREMENTS**

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 50% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

Each lot shall supply, install, and maintain an individual irrigation system for that individual lot.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Wayne K. Tonnig, RLA.

The plan takes precedence over the plant list.

**SPECIAL INSTRUCTIONS**

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Floritam' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

**INSTALLATION NOTE**  
 Landscaping installed will be field verified and not installed in conflict with any utilities onsite.

**LANDSCAPE CODE**  
**VEHICLE USE AREA**

REQUIRED	PROPOSED
225 LF 8 Trees	8 Trees
COMPLIES	COMPLIES
COMPLIES	COMPLIES

The landscaping provided within the landscaped strip shall include:  
 A. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the parking area; and  
 B. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to right-of-way; and  
 C. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and  
 d. Grass, ground cover, or other landscape treatment.

REQUIRED	PROPOSED
710 SF Interior 950 SF Parking	COMPLIES 75% Interior

Parking area interior landscaping. For a major development, not less than 50 percent of the required landscaping shall be interior landscaping exclusive of required buffer. Interior landscaping shall be located around the periphery of structures and interspersed throughout parking areas.

REQUIRED	PROPOSED
175 LF 6 Trees	8 Trees

2. A landscaped area not less than five feet wide, consisting primarily of shrubbery, shall be provided along the sides of the building which about a parking area. A landscaped area not less than two feet in width shall be provided along the sides and rear of a building where abutting an on-site service or access driveway. The landscaping located along the sides and rear of buildings which about a parking area or driveways shall include a hedge, one tree for every 30 linear feet, and ground cover. This landscaping may be clustered to allow for creativity and flexibility in design with the approval of the city development director.

REQUIRED	PROPOSED
710 SF 2 Trees	COMPLIES-2 Trees

3. Interior landscaping shall include not less than one tree for every 500 square feet or fraction thereof of interior landscaped area. Interior landscaped areas shall be located in such a manner as to divide and break up the expanse of paving.

REQUIRED	PROPOSED
One Canopy Tree per Parking Island	9 Islands 9 Trees

**PROPOSED PLANT LIST**  
**TREES / PALMS - 55% Native**

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
IC (N)	V	7	Ilex cassine / Dohoon Holly	B&B Field Grown, 3" DBH, 12' OA
LS	V	3	Lagerstroemia speciosa / Queens Crape Myrtle	B&B Field Grown, 3" DBH, 12' OA
TH	V	9	Tabebuia hetrophylla / Pink Tabebuia	B&B Field Grown, 3" DBH, 12' OA
QV (N)	V	1	Quercus virginiana / Live Oak	B&B Field Grown, 3" DBH, 12' OA
WB	V	1	Wodyetia bifurcata / Foxtail Palm	B&B Field Grown, 12' OA

**ACCENTS / SHRUBS - 52% Native**

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
CIR (N)	V	159	Chrysoballum icaco / Red Tip Cocoplum	3 Gal., 24" OA, 2' OC
FMG	V	37	Ficus macrocarpa / Green Island Ficus	3 Gal., 18" OA, 18" OC
SAV	V	85	Schefflera arboricola variegata / Trinetta	3 Gal., 24" OA, 2' OC
VS	V	29	Viburnum sandankwa / Viburnum	7 Gal., 48" OA, 2' OC

**GROUND COVERS - 89% Native**

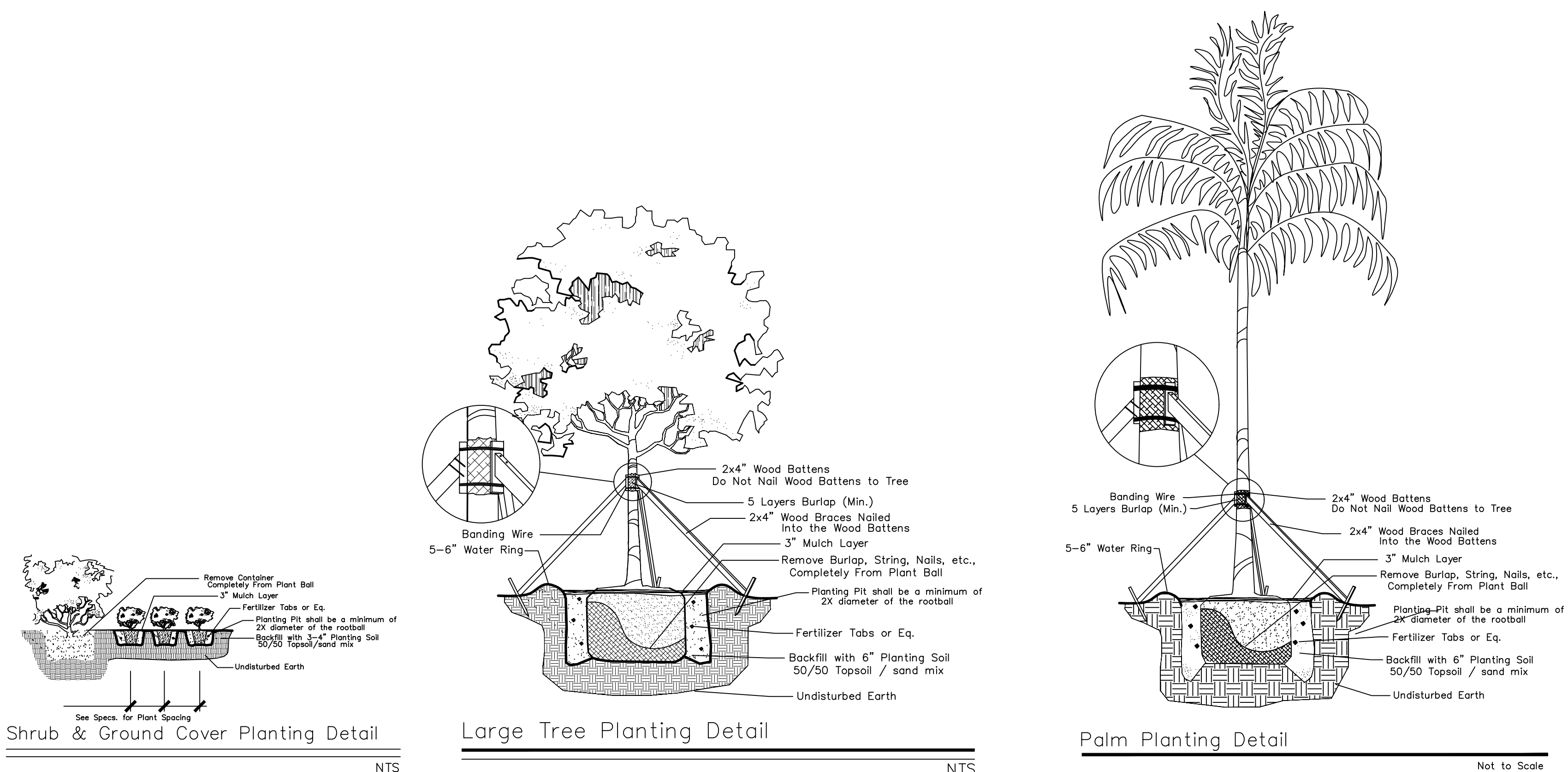
Code	Drought	QTY.	Botanical Name / Common Name	Specifications
ANN	V	12	Annual / Seasonal	6" Pot, 12" OC
JNC	V	59	Juniperus conferta / Juniper	3 Gal., 24" OA, 2' OC
HL (N)	V	912	Hymenocallis latifolia / Spider Lily	1 Gal., 12" OA, 1' OC
ZF (N)	V	47	Zamia floridana / Coontie	3 Gal., 18" OA, 2' OC

**MISCELLANEOUS**

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
SOD			St Augustine Sod	Solid application - no gaps between seams
	(N)		Florida Native Plant Species	
	L		Low Drought Tolerance	
	M		Moderate Drought Tolerance	
	V		Very Drought Tolerant	

**XERISCAPE POINTS**

Option	Points	DESIGN
1 Utilization of moisture sensing controller other than rain switch	5	
2 Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
3 Grass: 25%-50% of the grass areas are made up of drought tolerant grass species from the list 51% or more of the grass areas are made up of drought tolerant grass species from the list	5 10	10
4 Shrubs: 25%-50% of the required shrubs are made up of drought tolerant species from the list 51% or more of the required shrubs are made up of drought tolerant species from the list	5 10	10
5 Trees: 25%-50% of the required trees are made up of drought tolerant species from the list 51% or more of the required trees are made up of drought tolerant species from the list	5 10	10
6 Extra shade trees in vehicular use areas: 25% more than the required shade trees planted in the vehicular use area 50% more than the required shade trees planted in the vehicular use area	5 10	
7 Sod area less than 50% of landscape area	10	10
8 Utilization of compacted mulched (use of cypress mulch not recommended in order to protect natural cypress wetlands) planting beds at least three inches deep in all planted areas except ground cover	10	10
<b>TOTAL</b>	<b>50</b>	



DRWG. TITLE : LANDSCAPE PLAN - PERMIT  
 PROJECT : POPEYES WINDMERE POINT  
 1951 NW FEDERAL HIGHWAY  
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 SHT. NO. 2 of 2  
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Wayne K. Tonnig, RLA  
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August 11, 2025

To: Robert Sherman

From: Ayman As-Saidi, PE

Re: Popeyes

O'Rourke Engineering and Planning, a TMC Company, was retained to analyze the number of trips produced by the proposed development located in the Windemere Point Shopping Plaza. The plaza was initially approved based on a traffic impact analysis performed on September 12, 2007. The development has had amendments approved by the City of Stuart in 2015 and 2018.

The plaza is currently approved with 45,000 square feet of Fitness Center, 33,500 square feet of Retail Shopping Center and 1,800 square feet of Fast Food Restaurant with Drive Thru. The development is being proposed to include 45,000 square feet of Health/Fitness Club, 20,750 square feet of Retail Plaza and 1,995 square feet building with 1,800 square feet service of Fast Food with Drive Thru. The approved trip generation is included in **Attachment A**. The change in trip generation is the subject of this analysis.

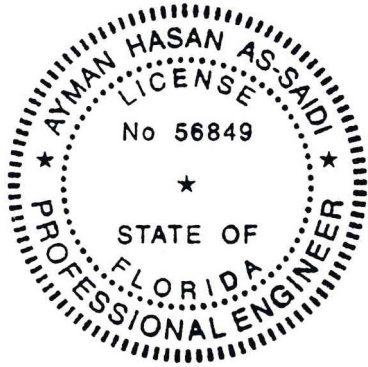
The Trip Generation for the approved uses was updated from the original ITE 7<sup>th</sup> Edition to ITE 11<sup>th</sup> Edition Rates. The approved uses generate 138 AM peak hour trips with 78 entering and 60 exiting and 276 PM peak hour trips with 150 entering and 126 exiting. The approved trip generation using 11<sup>th</sup> edition rates are shown in **Attachment B**. ITE 11<sup>th</sup> Edition trip rates were also applied to calculate the trips associated with the proposed uses. The proposed uses will generate 122 AM peak hour trips with 67 entering and 55 exiting and 229 PM peak hour trips with 127 entering and 102 exiting. The proposed trip generation is shown in **Attachment C**. The difference in the trip volumes is shown below:

	AM		PM	
	IN	OUT	IN	OUT
Proposed	67	55	127	102
Approved	78	60	150	126
<b>Difference</b>	<b>-11</b>	<b>-5</b>	<b>-23</b>	<b>-24</b>

This change in land use and trip generation rates has resulted in a decrease in trips in both the AM and PM peak hour. US-1 has an hourly directional capacity of 2,680 trips. The impact is a reduction in trips that are distributed onto the adjacent link of US-1. Since the trips are less than 1% of the capacity on US-1 then the project is considered de minimis and no further analysis is required.

The proposed site plan is included in **Attachment D**; the Martin County 2023 Roadway Level of Service Report is in **Attachment E**. ITE Pass-by references, internal capture matrices, and trip generation sheets are included in **Attachment F**.

Please let us know if you have any questions or comments.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC  
3101 MAGUIRE BOULEVARD, SUITE 265

ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

Ayman As-Saidi, P.E. No 56849

# Attachment A - Approved Trip Generation

**TABLE 1a: AM Trip Generation**

Description	Land Use Code	SF/Quantity	Daily Equation	Daily Trips	AM Equation	AM Trips	% In	% Out	AM in	AM out	Internal	External In	External Out	Pass-by %	Pass-by trips	Net In	Net Out	Net New Total
Fitness Center	492	45,000	$T=32.93(x)$	1,482	$T=1.21(x)$	54	42	58	23	32	5	21	28	40	20	11	19	30
Retail Shopping Center	820	33,500	$\ln(T) = 0.65 \ln(x) + 5.83$	3,336	$\ln(T) = 0.60 \ln(X) + 2.29$	81	61	39	50	32	8	45	29	48	35	27	11	38
Fast Food Restaurant w/Drive Through	934	1,800	$T=496.12(x)$	893	$T=53.11(x)$	96	51	49	49	47	5	46	44	41	37	28	26	54
<b>Sum</b>		<b>80,300</b>		<b>5,711</b>		<b>231</b>			<b>122</b>	<b>111</b>	<b>18</b>	<b>112</b>	<b>101</b>		<b>92</b>	<b>66</b>	<b>56</b>	<b>122</b>
			Daily less internal and Pass-by	2,836														

**TABLE 1b: PM Trip Generation**

Description	Land Use Code	SF/Quantity	Daily Equation	Daily Trips	PM Equation	PM Trips	% In	% Out	PM in	PM out	Internal	External In	External Out	Pass-by %	Pass-by trips	Net In	Net Out	Net New Total
Fitness Center	492	45,000	$T=32.93(x)$	1,482	$T=4.05(x)$	182	51	49	93	89	18	84	80	40	73	47	44	91
Retail Shopping Center	820	33,500	$\ln(T) = 0.65 \ln(x) + 5.83$	3,336	$\ln(T) = 0.66 \ln(X) + 3.40$	304	48	52	146	158	18	137	149	48	146	64	76	140
Fast Food Restaurant w/Drive Through	934	1,800	$T=496.12(x)$	893	$T=34.64(x)$	62	52	48	32	30	6	29	27	41	26	17	14	31
<b>Sum</b>		<b>80,300</b>		<b>5,711</b>		<b>548</b>			<b>271</b>	<b>277</b>	<b>42</b>	<b>250</b>	<b>256</b>		<b>245</b>	<b>128</b>	<b>134</b>	<b>262</b>
			Daily less internal and Pass-by	2,836														

Source: ITE, 7th Edition

# Attachment B - Approved Uses using ITE 11th Ed. Trip Generation

**Table Ia: AM Peak Hour**

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	33,500	Sf	T = 2.36(X)	60%	40%	47	32	79	4	4	8	10.1%	43	28	71	14	14	28	40.0%	29	14	43
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 44.61(X)	51%	49%	41	39	80	4	4	8	10.0%	37	35	72	18	18	36	50.0%	19	17	36
Health/Fitness Club	492	45,000	Sf	T = 1.31(X)	51%	49%	30	29	59	-	-	-	0.0%	30	29	59	-	-	-	0.0%	30	29	59
<b>TOTALS</b>		<b>80,300</b>					<b>118</b>	<b>100</b>	<b>218</b>	<b>8</b>	<b>8</b>	<b>16</b>	<b>7.3%</b>	<b>110</b>	<b>92</b>	<b>202</b>	<b>32</b>	<b>32</b>	<b>64</b>	<b>31.7%</b>	<b>78</b>	<b>60</b>	<b>138</b>

Source: ITE 11th Edition Trip Generation Rates

**Table Ib: PM Peak Hour**

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	33,500	Sf	T = 6.59(X)	50%	50%	111	110	221	15	13	28	12.7%	96	97	193	39	38	77	40.0%	57	59	116
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 33.03(X)	52%	48%	31	28	59	10	13	23	39.0%	21	15	36	10	10	20	55.0%	11	5	16
Health/Fitness Club	492	45,000	Sf	T = 3.45(X)	57%	43%	88	67	155	6	5	11	7.1%	82	62	144	-	-	-	0.0%	82	62	144
<b>TOTALS</b>							<b>230</b>	<b>205</b>	<b>435</b>	<b>31</b>	<b>31</b>	<b>62</b>	<b>14.3%</b>	<b>199</b>	<b>174</b>	<b>373</b>	<b>49</b>	<b>48</b>	<b>97</b>	<b>26.0%</b>	<b>150</b>	<b>126</b>	<b>276</b>

Source: ITE 11th Edition Trip Generation Rates

# Attachment C - Proposed Trip Generation

**Table Ia: AM Peak Hour**

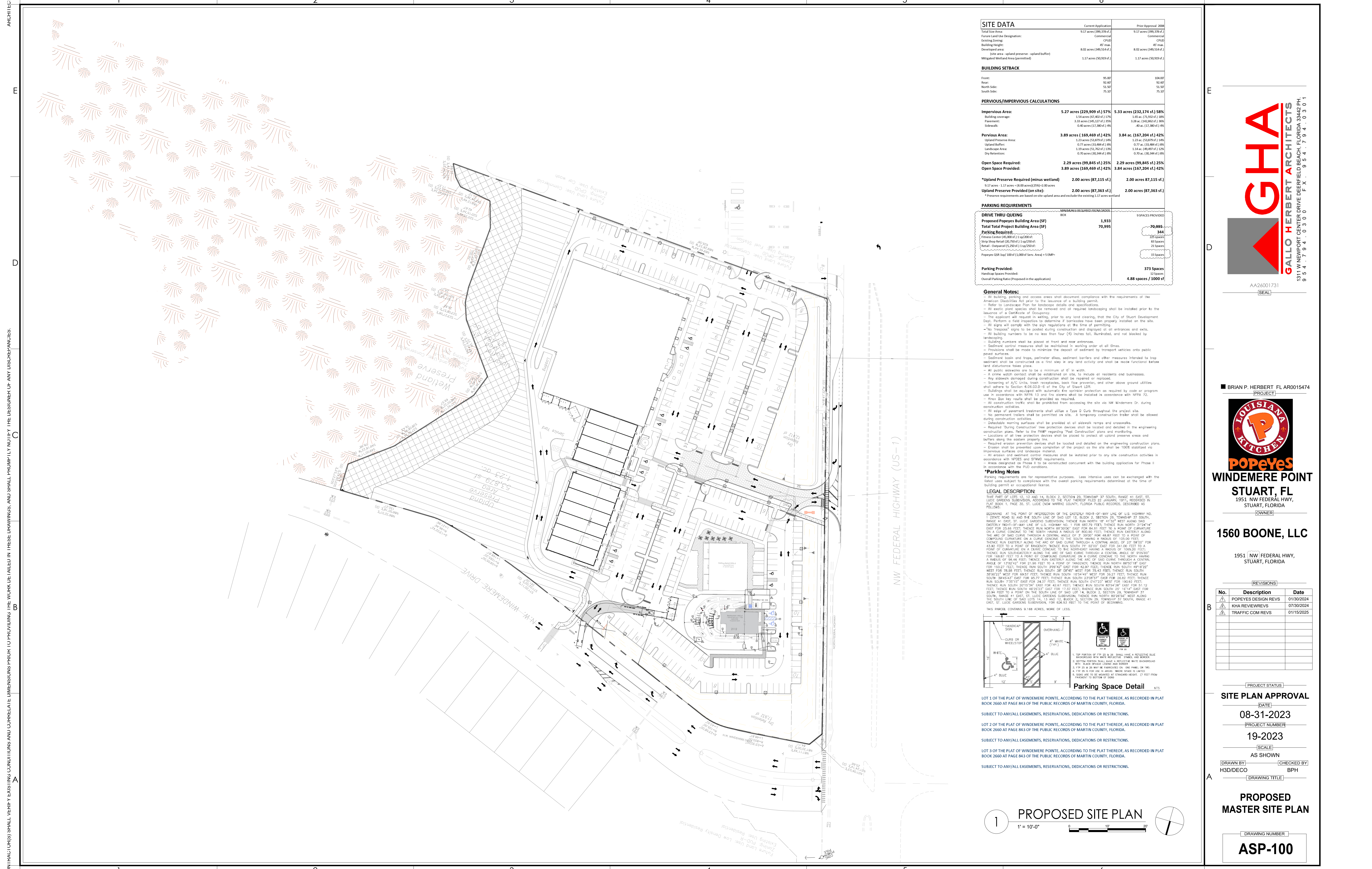
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	20,750	Sf	T = 2.36(X)	60%	40%	29	20	49	2	3	5	10.2%	27	17	44	9	9	18	40.0%	18	8	26
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 44.61(X)	51%	49%	41	39	80	3	2	5	6.3%	38	37	75	19	19	38	50.0%	19	18	37
Health/Fitness Club	492	45,000	Sf	T = 1.31(X)	51%	49%	30	29	59	-	-	-	0.0%	30	29	59	-	-	-	0.0%	30	29	59
<b>TOTALS</b>		<b>67,550</b>					<b>100</b>	<b>88</b>	<b>188</b>	<b>5</b>	<b>5</b>	<b>10</b>	<b>5.3%</b>	<b>95</b>	<b>83</b>	<b>178</b>	<b>28</b>	<b>28</b>	<b>56</b>	<b>31.5%</b>	<b>67</b>	<b>55</b>	<b>122</b>

Source: ITE 11th Edition Trip Generation Rates

**Table Ib: PM Peak Hour**

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	20,750	Sf	T = 6.59(X)	50%	50%	69	68	137	14	12	26	19.0%	55	56	111	22	22	44	40.0%	33	34	67
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 33.03(X)	52%	48%	31	28	59	10	13	23	39.0%	21	15	36	10	10	20	55.0%	11	5	16
Health/Fitness Club	492	45,000	Sf	T = 3.45(X)	57%	43%	88	67	155	5	4	9	5.8%	83	63	146	-	-	-	0.0%	83	63	146
<b>TOTALS</b>							<b>188</b>	<b>163</b>	<b>351</b>	<b>29</b>	<b>29</b>	<b>58</b>	<b>16.5%</b>	<b>159</b>	<b>134</b>	<b>293</b>	<b>32</b>	<b>32</b>	<b>64</b>	<b>21.8%</b>	<b>127</b>	<b>102</b>	<b>229</b>

Source: ITE 11th Edition Trip Generation Rates



SITE DATA		
	Current Application	Prior Approval 2008
Total Site Area:	9.17 acres (399,378 sf)	9.17 acres (399,378 sf)
Future Land Use Designation:	Commercial	Commercial
Existing Zoning:	CPUD	CPUD
Building Height:	45' max.	45' max.
Developed Area:	8.02 acres (349,514 sf)	8.02 acres (349,514 sf)
Upland Preserve Area (upland buffer):	1.17 acres (50,919 sf)	1.17 acres (50,919 sf)
Mingled Wetland Area (permitted):	1.17 acres (50,919 sf)	1.17 acres (50,919 sf)

BUILDING SETBACK		
Front:	95.00'	104.00'
Rear:	92.00'	92.00'
North Side:	51.50'	51.50'
South Side:	75.30'	75.30'

PERVIOUS/IMPERVIOUS CALCULATIONS		
<b>Impervious Area:</b>	<b>5.27 acres (229,909 sf) 57%</b>	<b>5.33 acres (232,174 sf) 58%</b>
Building coverage:	1.54 acres (67,402 sf) 17%	1.45 ac. (71,932 sf) 18%
Pavement:	3.33 acres (145,127 sf) 36%	3.28 ac. (142,852 sf) 36%
Sidewalks:	0.40 acres (17,380 sf) 4%	0.10 ac. (4,356 sf) 1%
<b>Pervious Area:</b>	<b>3.89 acres (169,469 sf) 42%</b>	<b>3.84 ac. (167,204 sf) 42%</b>
Upland Preserve Area:	1.23 acres (53,879 sf) 14%	1.23 ac. (53,879 sf) 14%
Upland Buffer:	0.77 acres (33,484 sf) 8%	0.77 ac. (33,484 sf) 8%
Landscaping Area:	1.89 acres (82,912 sf) 22%	1.84 ac. (81,601 sf) 22%
Dry Retention:	0.20 acres (8,744 sf) 1%	0.20 ac. (8,744 sf) 1%
<b>Open Space Required:</b>	<b>2.29 acres (99,845 sf) 25%</b>	<b>2.29 acres (99,845 sf) 25%</b>
<b>Open Space Provided:</b>	<b>3.89 acres (169,469 sf) 42%</b>	<b>3.84 acres (167,204 sf) 42%</b>
<b>*Upland Preserve Required (minus wetland)</b>	<b>2.00 acres (87,115 sf)</b>	<b>2.00 acres (87,115 sf)</b>
8.11 acres - 1.17 acres = 6.94 acres	2.00 acres (87,363 sf)	2.00 acres (87,363 sf)
<b>Upland Preserve Provided (on site):</b>	<b>2.00 acres (87,363 sf)</b>	<b>2.00 acres (87,363 sf)</b>

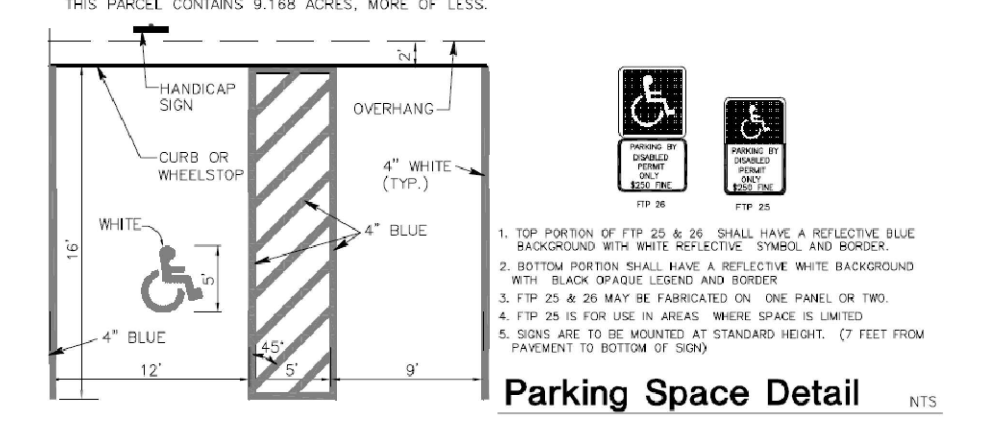
PARKING REQUIREMENTS		
<b>DRIVE THRU QUEING</b>	BOX	9 SPACES PROVIDED
Proposed Popeyes Building Area (SF)	1,933	
Total Total Project Building Area (SF)	70,995	70,995
<b>Parking Required:</b>		344
Times Center (6,000 sf) 1 sp/200 sf:		25 spaces
Strip Shop Retail (80,000 sf) 1 sp/250 sf:		83 spaces
Retail - Outparcel (5,250 sf) 1 sp/250 sf:		21 spaces
Popovers (200 sp/ 1000' (1,000' Serv. Area) + 5 EDP*		15 spaces
<b>Parking Provided:</b>		373 Spaces
Handicap Spaces Provided:		12 spaces
Overall Parking Ratio (Proposed in the application)		4.88 spaces / 1000 sf

- General Notes:**
- All building, parking and access areas shall document compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
  - Refer to Landscape Plan for landscape details and specifications.
  - All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
  - The applicant will request in writing, prior to any land clearing, that the City of Stuart Development Dept. Perform a field inspection to determine if prohibited trees have been properly installed on the site.
  - All signs will comply with the sign regulations at the time of permitting.
  - "No Trespass" signs to be posted during construction and displayed at all entrances and exits.
  - All building numbers to be no less than four (4) inches tall, illuminated, and not blocked by landscaping.
  - Building numbers shall be placed on front and rear entrances.
  - Sediment control measures shall be maintained in working order at all times.
  - Trusswork shall be constructed on a first step in any land activity and shall be twice functional before land disturbance takes place.
  - Sediment basin and traps, perimeter ditches, sediment barriers and other measures intended to trap sediment shall be constructed on a first step in any land activity and shall be twice functional before land disturbance takes place.
  - All public sidewalks are to be a minimum of 6' in width.
  - A crime watch contact shall be established on site, to include all residents and businesses.
  - Any sidewalk damaged during construction shall be repaired or replaced.
  - Screening of A/C units, trash receptacles, back floor preventer, and other above ground utilities shall adhere to Section 6.06.03B-6 of the City of Stuart LDR.
  - Subdrain shall be equipped with automatic fire sprinkler protection as required by code or program use in accordance with NFPA 13 and fire alarm shall be installed in accordance with NFPA 72.
  - Fire alarm key vault shall be provided or required.
  - All construction traffic shall be prohibited from accessing the site via NW Windemere Dr. during construction activities.
  - All edge of pavement treatments shall utilize a Type D Curb throughout the project site.
  - No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during construction activities.
  - Detectable warning surfaces shall be provided at all sidewalk ramps and crosswalks.
  - Required "During Construction" tree protection devices shall be located and detailed on the engineering construction plans. Refer to the PAMP regarding "Post Construction" plans and monitoring.
  - Locations of all tree protection devices shall be placed to protect all upland preserve areas and buffers along the adjacent property line.
  - Required erosion prevention devices shall be located and detailed on the engineering construction plans.
  - Erosion shall be prevented upon completion of the project on the site shall be 100% stabilized via impervious surfaces and landscape material.
  - All erosion and sediment control measures shall be installed prior to any site construction activities in accordance with NPDES and SWQMD requirements.
  - Areas designated as Phase II to be constructed concurrent with the building application for Phase II in accordance with the PUD conditions.

**\*Parking Notes**  
 Parking requirements are for representative purposes. Less intensive uses can be exchanged with the listed uses subject to compliance with the overall parking requirements determined at the time of building permit or occupational license.

**LEGAL DESCRIPTION:**  
 THAT PART OF LOTS 12, 13 AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED 22 JANUARY, 1971, RECORDED IN PLAT BOOK 1, PAGE 38, ST. LUCE, NEW HAVEN COUNTY, FLORIDA PUBLIC RECORDS, DESIGNEE AS FOLLOWS:  
 BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) AND THE SOUTH LINE OF SAID LOT 12, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, THENCE RUN NORTH 16° 41' 27" WEST ALONG SAID EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR 287.79 FEET; THENCE RUN NORTH 37° 24' 14" EAST FOR 258 FEET; THENCE RUN NORTH 81° 54' 11" WEST TO A POINT OF BEGINNING ON A CURVE CONGRUE TO THE SOUTH HAVING A RADIUS OF 800.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 100.00 FEET TO A POINT OF BEGINNING ON A CURVE CONGRUE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 58' 57" FOR 43.92 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 21° 02' 05" EAST FOR 341.00 FEET TO A POINT OF BEGINNING ON A CURVE CONGRUE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR 148.91 FEET TO A POINT OF BEGINNING ON A CURVE CONGRUE TO THE NORTH HAVING A RADIUS OF 98.46 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 02' 42" FOR 21.88 FEET TO A POINT OF BEGINNING; THENCE RUN NORTH 80° 07' 51" EAST FOR 150.27 FEET; THENCE RUN SOUTH 30° 42' 42" EAST FOR 42.89 FEET; THENCE RUN SOUTH 49° 18' 22" WEST FOR 78.88 FEET; THENCE RUN SOUTH 38° 08' 45" WEST FOR 79.43 FEET; THENCE RUN SOUTH 38° 07' 21" WEST FOR 69.27 FEET; THENCE RUN SOUTH 19° 54' 49" WEST FOR 36.27 FEET; THENCE RUN SOUTH 39° 54' 45" EAST FOR 27.77 FEET; THENCE RUN SOUTH 27° 23' 57" EAST FOR 24.83 FEET; THENCE RUN SOUTH 7° 20' 12" EAST FOR 24.37 FEET; THENCE RUN SOUTH 07° 23' WEST FOR 100.92 FEET; THENCE RUN SOUTH 20° 15' 14" EAST FOR 48.17 FEET; THENCE RUN SOUTH 29° 16' 14" EAST FOR 25.84 FEET TO A POINT OF BEGINNING ON THE SOUTH LINE OF SAID LOT 12, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION; THENCE RUN NORTH 89° 28' 56" WEST ALONG THE SOUTH LINE OF SAID LOTS 12, 13 AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, FOR 626.83 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 9.188 ACRES, MORE OR LESS.



LOT 1 OF THE PLAT OF WINDEMERE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

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

LOT 2 OF THE PLAT OF WINDEMERE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

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

LOT 3 OF THE PLAT OF WINDEMERE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

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

**PROPOSED SITE PLAN**

1" = 10'-0"

0 10' 20'



AA26001731  
 [SEAL]

■ BRIAN P. HERBERT FL AR0015474  
 [PROJECT]



**1560 BOONE, LLC**

1951 NW FEDERAL HWY,  
 STUART, FLORIDA

[REVISIONS]		
No.	Description	Date
1	POPEYES DESIGN REVS	01/00/2024
2	KHA REVIEW REVS	07/30/2024
3	TRAFFIC COM REVS	01/15/2025

[PROJECT STATUS]		
<b>SITE PLAN APPROVAL</b>		
[DATE]		
08-31-2023		
[PROJECT NUMBER]		
19-2023		
[SCALE]		
AS SHOWN		
[DRAWN BY:]	[CHECKED BY:]	
H3DD/DECO	BPH	
[DRAWING TITLE]		

**PROPOSED MASTER SITE PLAN**

[DRAWING NUMBER]

**ASP-100**

CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK AS SHOWN IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

**Martin County 2023 Roadway Level of Service Inventory Report**

Road Name	From	To	Context Classification	Generalized Service Capacity	2023 Average Annual Daily Traffic	2023 Peak Hour Directional Volume	2023 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	CR-A1A	CR-708	C3R	1850	16,983	876	C	0.5%
SR-5 (US-1)	CR-708	Osprey St	C3C	1810	23,762	1,551	D	0.5%
SR-5 (US-1)	Osprey St	Seabbranch Blvd	C3R	1850	25,850	1,158	C	2.3%
SR-5 (US-1)	Seabbranch Blvd	Cove Rd	C3C	2680	30,175	1,411	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	C3C	2680	31,914	1,465	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	C3C	2680	39,484	1,704	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	C3C	2680	36,506	1,727	C	0.5%
SR-5 (US-1)	Indian St	SR-714	C3C	2680	45,276	2,176	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	C4	2810	36,743	1,753	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	C4	2810	33,378	1,336	C	0.6%
SR-5 (US-1)	SR-76	Palm City Rd	C4	2810	47,809	1,793	C	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	C4	2810	56,184	2,178	C	0.6%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	C3C	2815	59,047	2,827	E	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	C3C	2680	51,265	2,215	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	C3C	2680	47,243	2,203	C	0.5%
SR-5 (US-1)	Britt Rd	SR-732	C3C	2930	55,790	2,543	C	0.5%
SR-5 (US-1)	SR-732	Westmoreland Blvd	C3C	3180	65,367	2,867	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	C3C	3180	63,100	2,855	C	1.1%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	C2	730	7,253	307	C	3.4%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	C2	730	8,597	362	C	3.8%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	C2_T	940	14,316	811	C	3.8%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	C2	2910	14,316	811	A/B	3.8%

Segments with shaded LOS require additional analysis.  
 The peaks are: CR-713 (PM/NB), US-1 (PM/NB) and SR-714 (AM/EB)

Vehicle Pass-By Rates by Land Use									
Source: ITE Trip Generation Manual , 11th Edition									
Land Use Code	821								
Land Use	Shopping Plaza (40 - 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	15								
Average Pass-By Rate	40%								
	Pass-By Characteristics for Individual Sites								
GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

### Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	934								
Land Use	Fast-Food Restaurant with Drive-Through Window								
Setting	General Urban/Suburban								
Time Period	Weekday AM Peak Period								
# Data Sites	5								
Average Pass-By Rate	50%								
	Pass-By Characteristics for Individual Sites								
	GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume
					Primary (%)	Diverted (%)	Total (%)		
1.4	Kentucky	1993	—	62	22	16	38	1407	2
3	Kentucky	1993	—	43	14	43	57	2903	2
3.3	--	1996	—	68	—	—	32	—	21
3.6	Kentucky	1993	—	32	47	21	68	437	2
4.2	Indiana	1993	—	46	23	31	54	1049	2

### Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

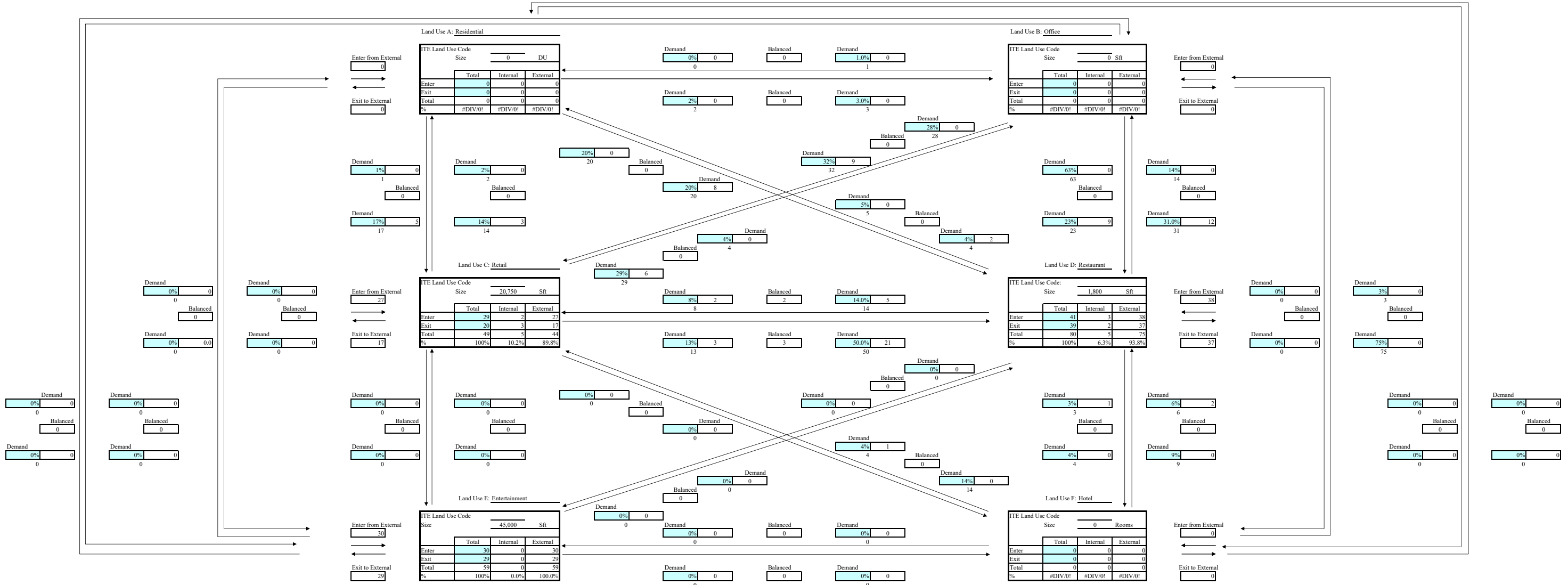
Land Use Code	934								
Land Use	Fast-Food Restaurant with Drive-Through Window								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	11								
Average Pass-By Rate	55%								
	Pass-By Characteristics for Individual Sites								
	GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume
					Primary (%)	Diverted (%)	Total (%)		
1.3	Kentucky	1993	—	68	22	10	32	2055	2
1.9	Kentucky	1993	33	67	24	9	33	2447	2
2.8	Florida	1995	47	66	—	—	34	—	30
2.9	Florida	1996	271	41	41	18	59	—	30
3	Kentucky	1993	—	31	31	38	69	4250	2
3.1	Florida	1995	28	71	—	—	29	—	30
3.1	Florida	1996	29	38	—	—	62	—	30
3.2	Florida	1996	202	40	39	21	60	—	30
3.3	—	1996	—	62	—	—	38	—	21
4.2	Indiana	1993	—	56	25	19	44	1632	2
4.3	Florida	1994	304	62	—	—	38	—	30

TABLE 1: AM Internal Traffic

1560 Boone Ave - Popeye's  
TRIP INTERNALIZATION - AM

Analyst \_\_\_\_\_  
Date \_\_\_\_\_

Name of Devlpt 1560 Boone Ave - Popeye's  
Time Period AM Peak Hour



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	0	0	27	38	30	0	95
Exit	0	0	17	37	29	0	83
Total	0	0	44	75	59	0	178
Single-Use Trip Gen Estimate	0	0	49	80	59	0	188
							Internal Capture 5.3%

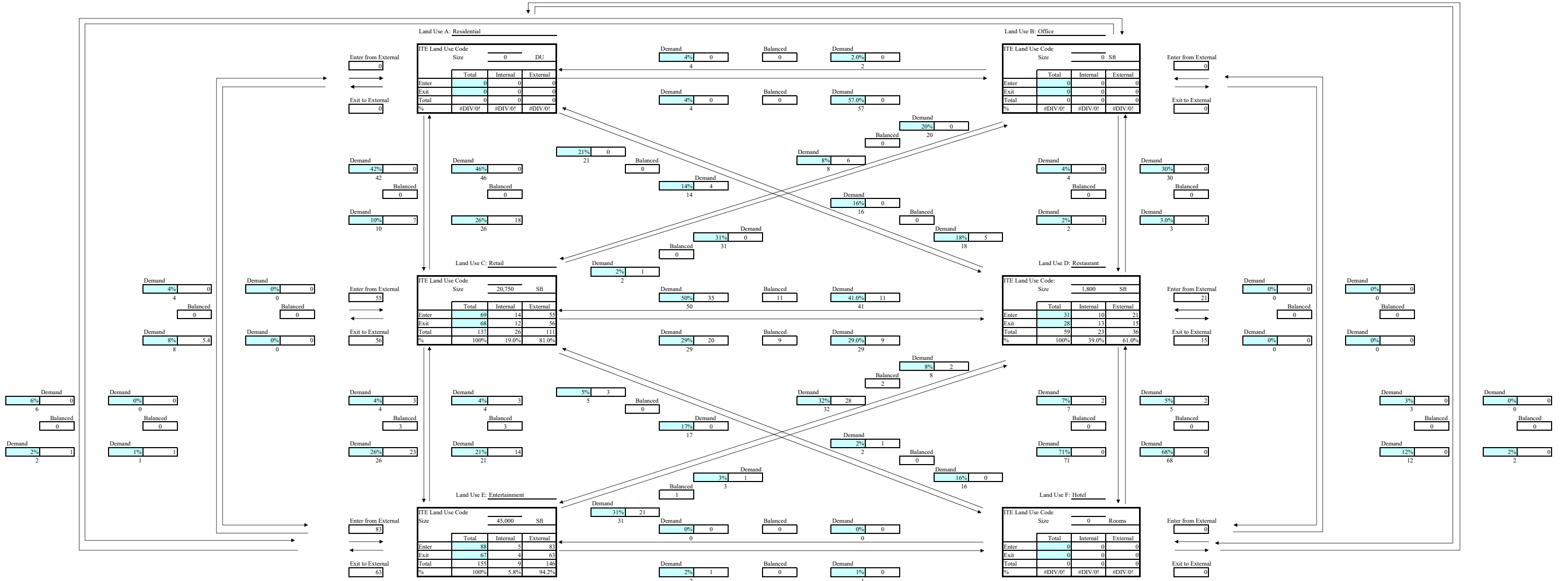
Source: Based on procedures from the ITE Trip Generation Handbook, 3rd Edition, September 2017

TABLE 1: PM Internal Traffic

1560 Boone Ave - Popeye's  
TRIP INTERNALIZATION - PM

Analyst \_\_\_\_\_  
Date \_\_\_\_\_

Name of Devlpt \_\_\_\_\_  
Time Period 1560 Boone Ave - Popeye's  
PM Peak Hour



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	0	0	55	21	83	0	159
Exit	0	0	56	15	63	0	134
Total	0	0	111	36	146	0	293
Single-Use Trip Gen Estimate	0	0	137	59	155	0	351
							Internal Capture 16.5%

Source: Based on procedures from the ITE Trip Generation Handbook, 3rd Edition, September 2017

# Land Use: 822

## Strip Retail Plaza (<40k)

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### Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

### Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

### Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

# Strip Retail Plaza (<40k) (822)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**

On a: **Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 7 and 9 a.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 5

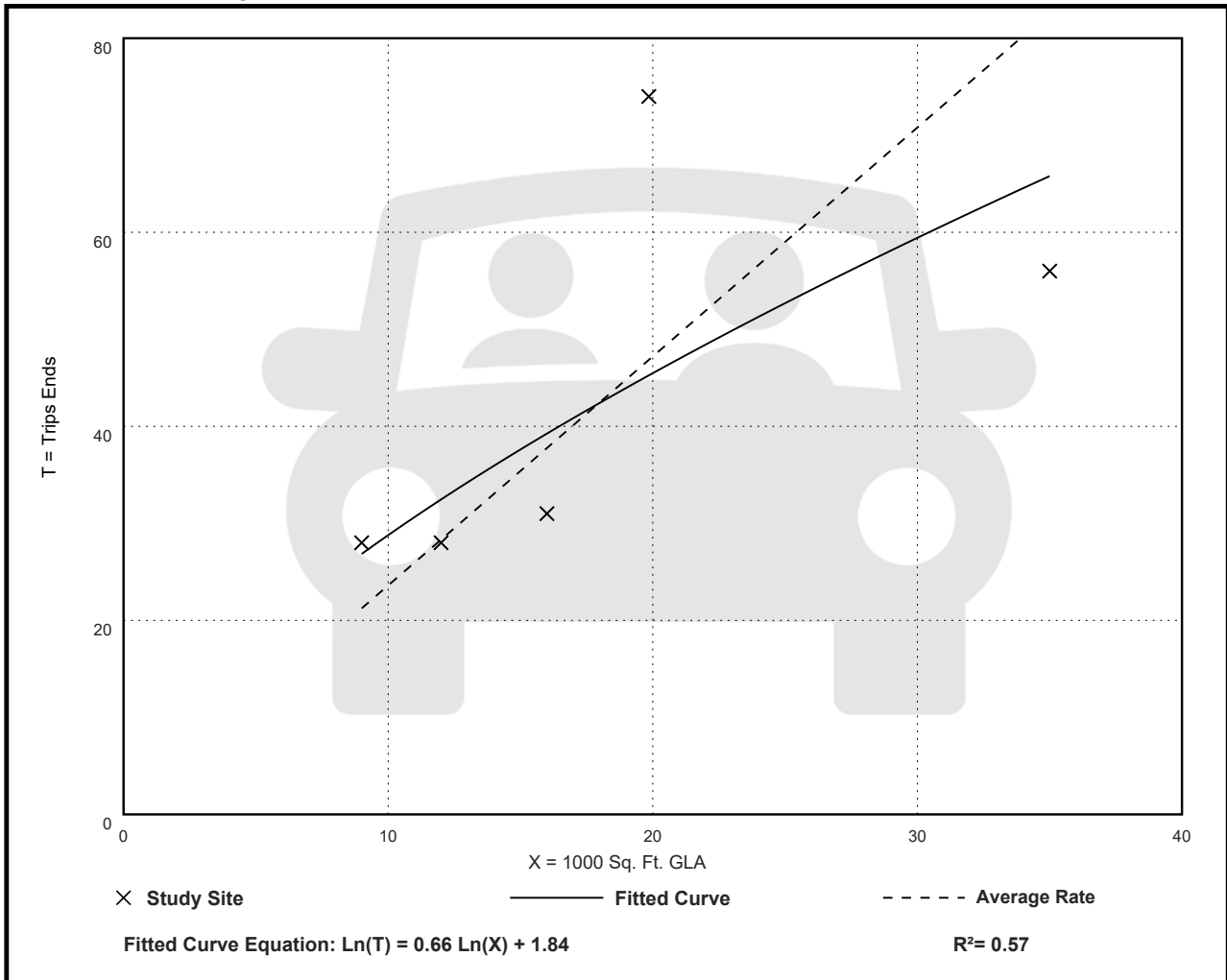
Avg. 1000 Sq. Ft. GLA: 18

Directional Distribution: 60% entering, 40% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

## Data Plot and Equation



# Strip Retail Plaza (<40k) (822)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GLA**

**On a: Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 4 and 6 p.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 25

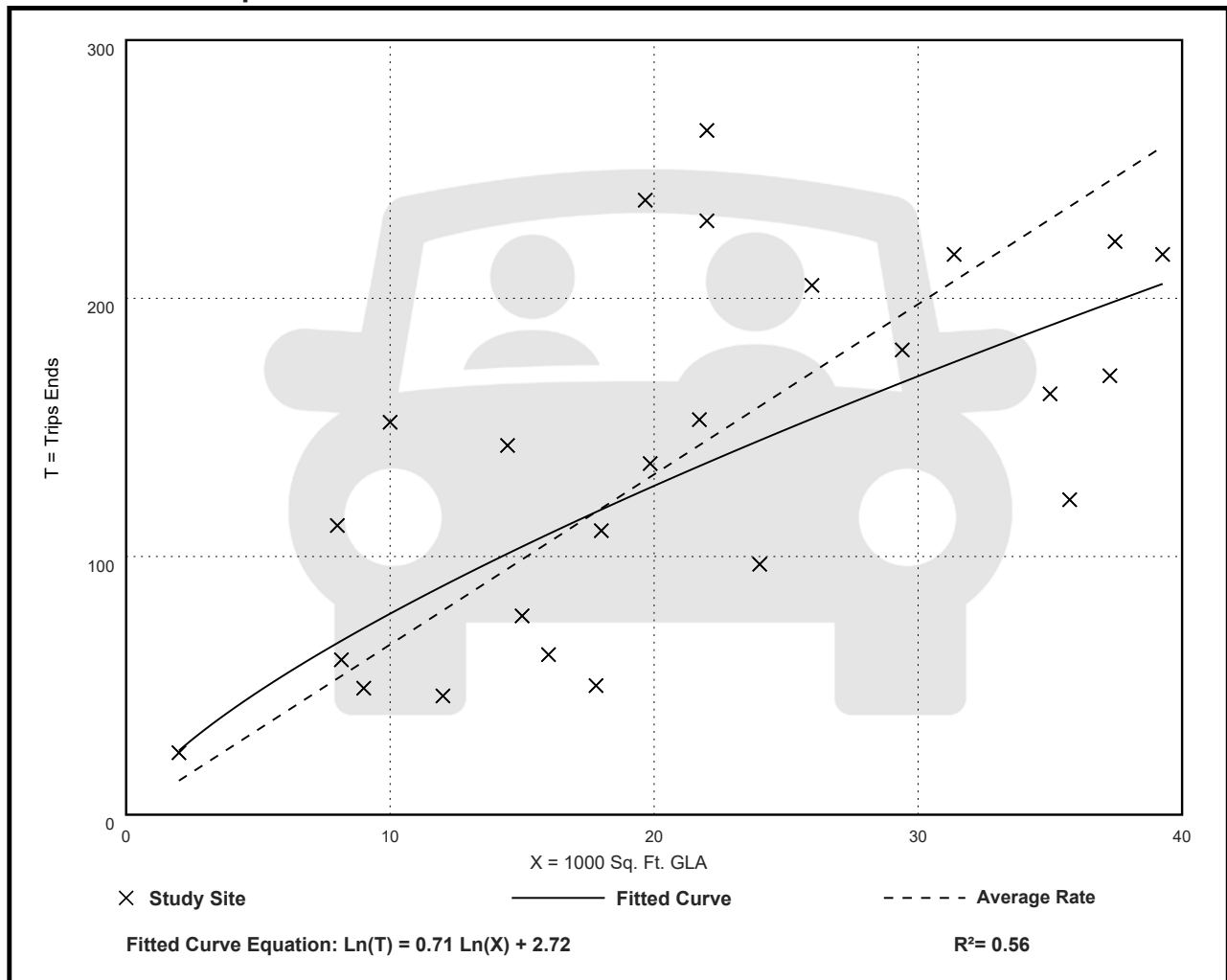
Avg. 1000 Sq. Ft. GLA: 21

Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

## Data Plot and Equation



# Land Use: 934

## Fast-Food Restaurant with Drive-Through Window

---

### Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

### Additional Data

***Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.***

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

### Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977, 1050, 1053, 1054

# Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 96

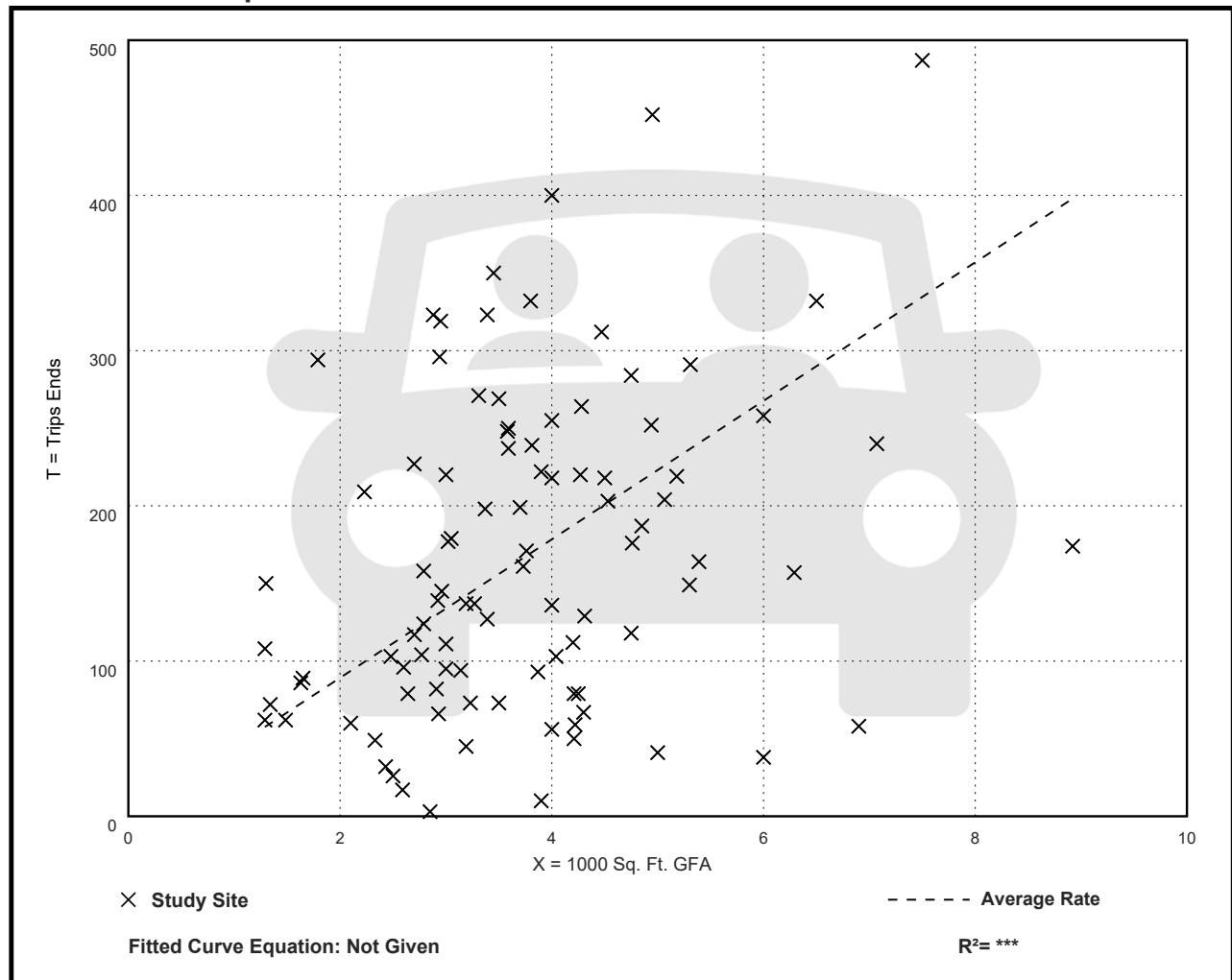
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 51% entering, 49% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
44.61	1.05 - 164.25	27.14

## Data Plot and Equation



# Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 190

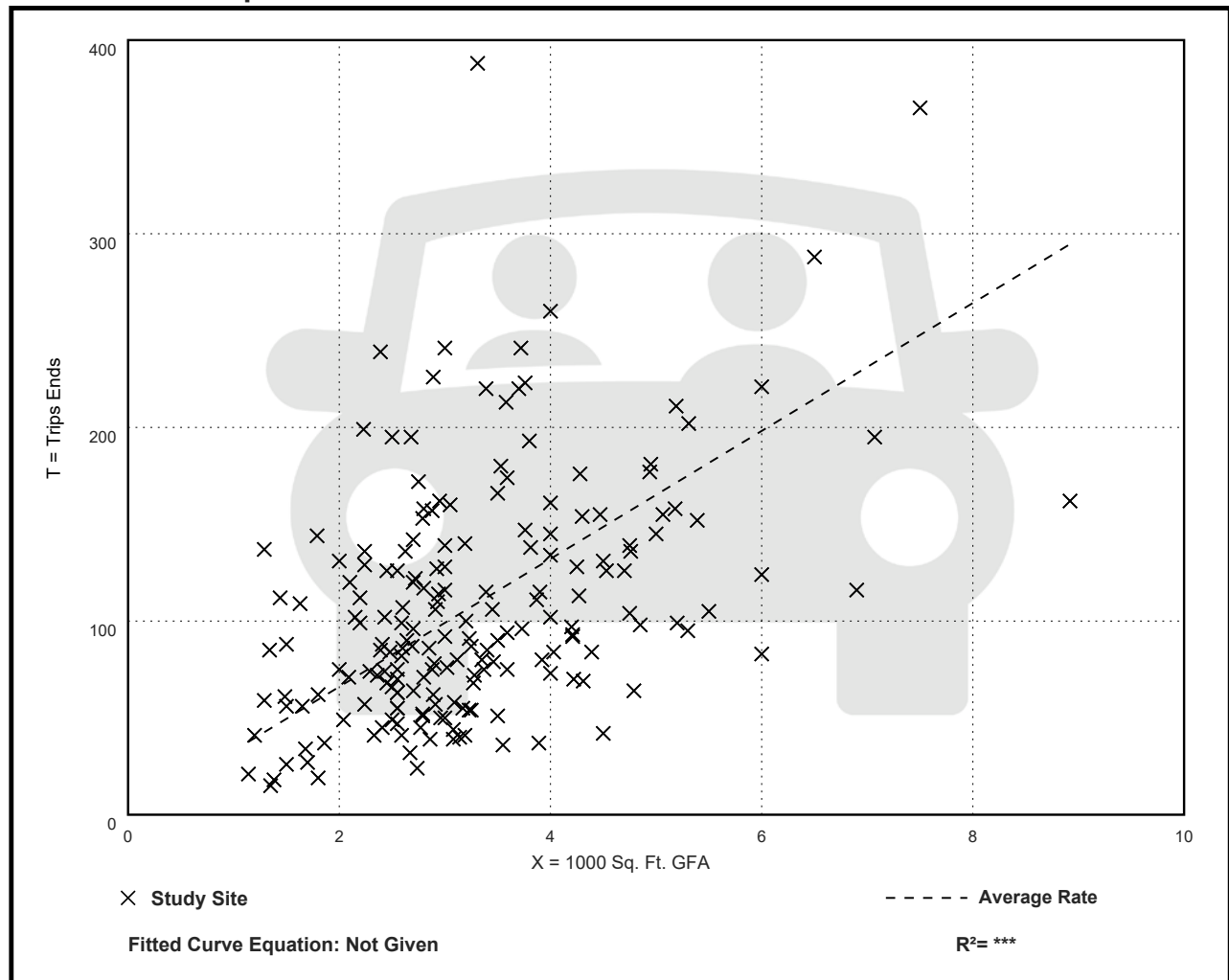
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 52% entering, 48% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.03	8.77 - 117.22	17.59

## Data Plot and Equation



# Land Use: 492

## Health/Fitness Club

---

### Description

A health/fitness club is a privately-owned facility that primarily focuses on individual fitness or training. It typically provides exercise classes, fitness equipment, a weight room, spa, lockers rooms, and a small restaurant or snack bar. This land use may also include ancillary facilities, such as a swimming pool, whirlpool, sauna, limited retail, and tennis, pickle ball, racquetball, or handball courts. These facilities are membership clubs that may allow access to the general public for a fee. Racquet/tennis club (Land Use 491), athletic club (Land Use 493), and recreational community center (Land Use 495) are related uses.

### Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Connecticut, New Jersey, Pennsylvania, Vermont, and Wisconsin.

### Source Numbers

253, 571, 588, 598, 728, 926, 959, 971

# Health/Fitness Club (492)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**

**On a: Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 7 and 9 a.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 6

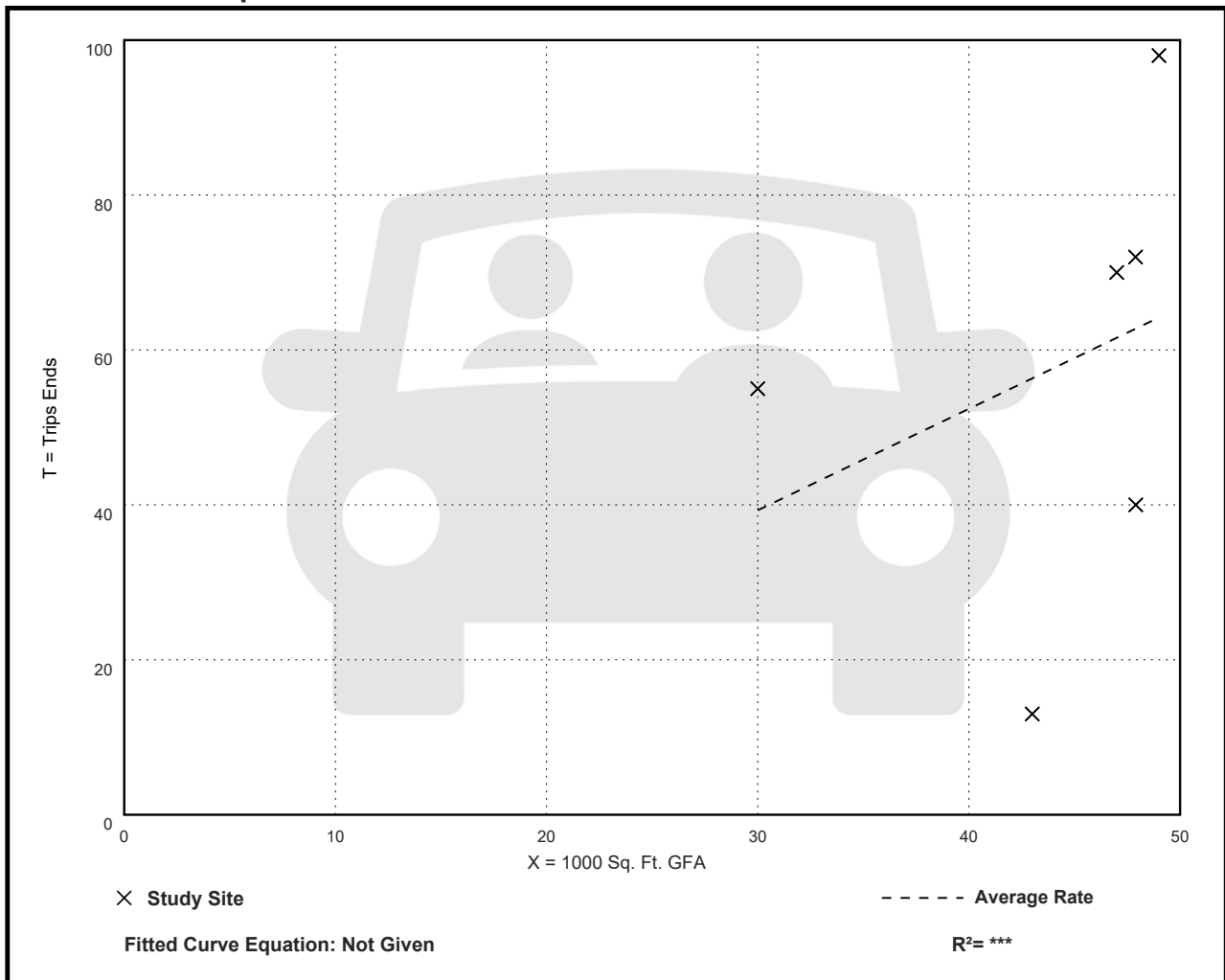
Avg. 1000 Sq. Ft. GFA: 44

Directional Distribution: 51% entering, 49% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.31	0.30 - 2.00	0.64

## Data Plot and Equation



# Health/Fitness Club (492)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**

On a: **Weekday,**

**Peak Hour of Adjacent Street Traffic,**

**One Hour Between 4 and 6 p.m.**

**Setting/Location: General Urban/Suburban**

Number of Studies: 8

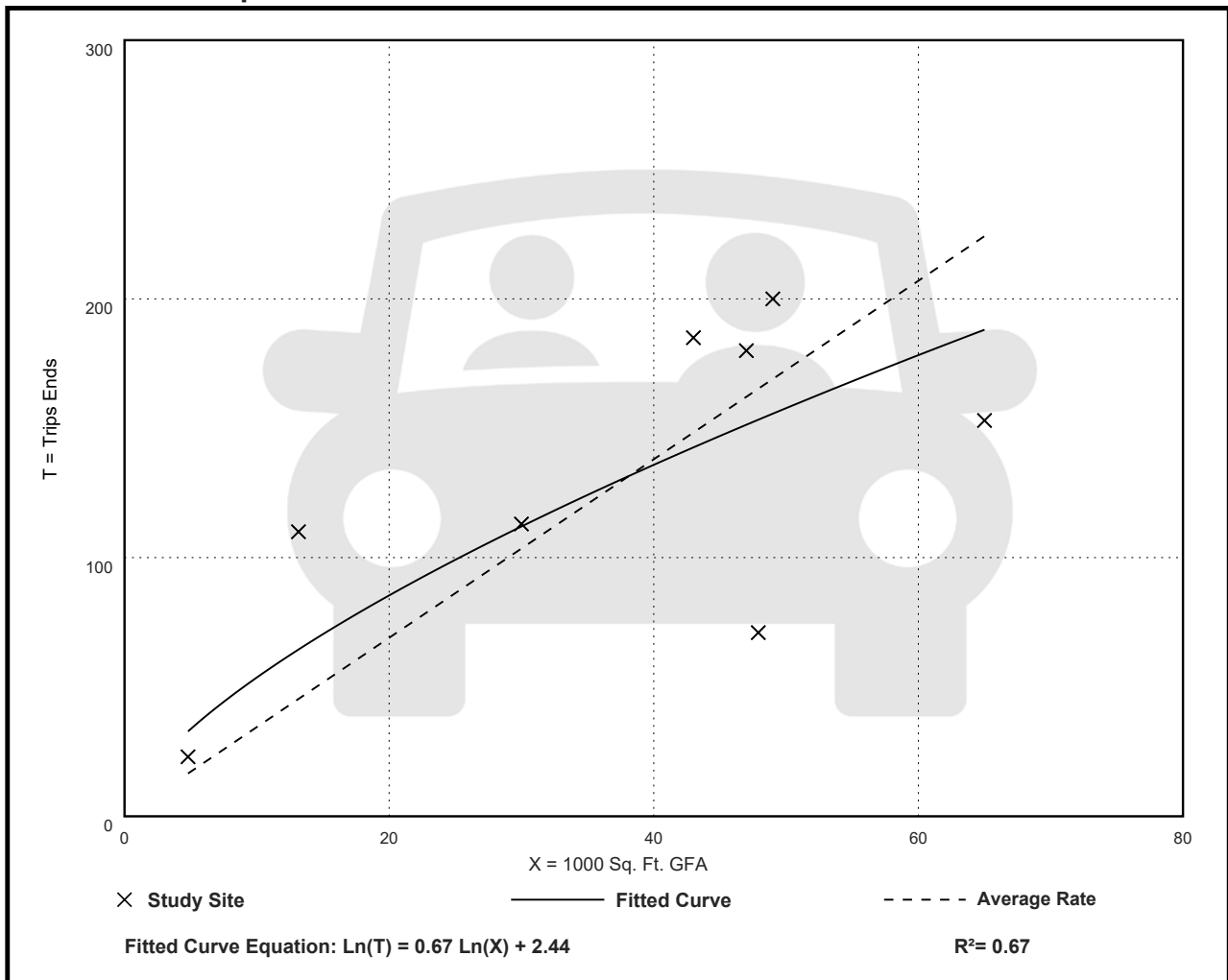
Avg. 1000 Sq. Ft. GFA: 37

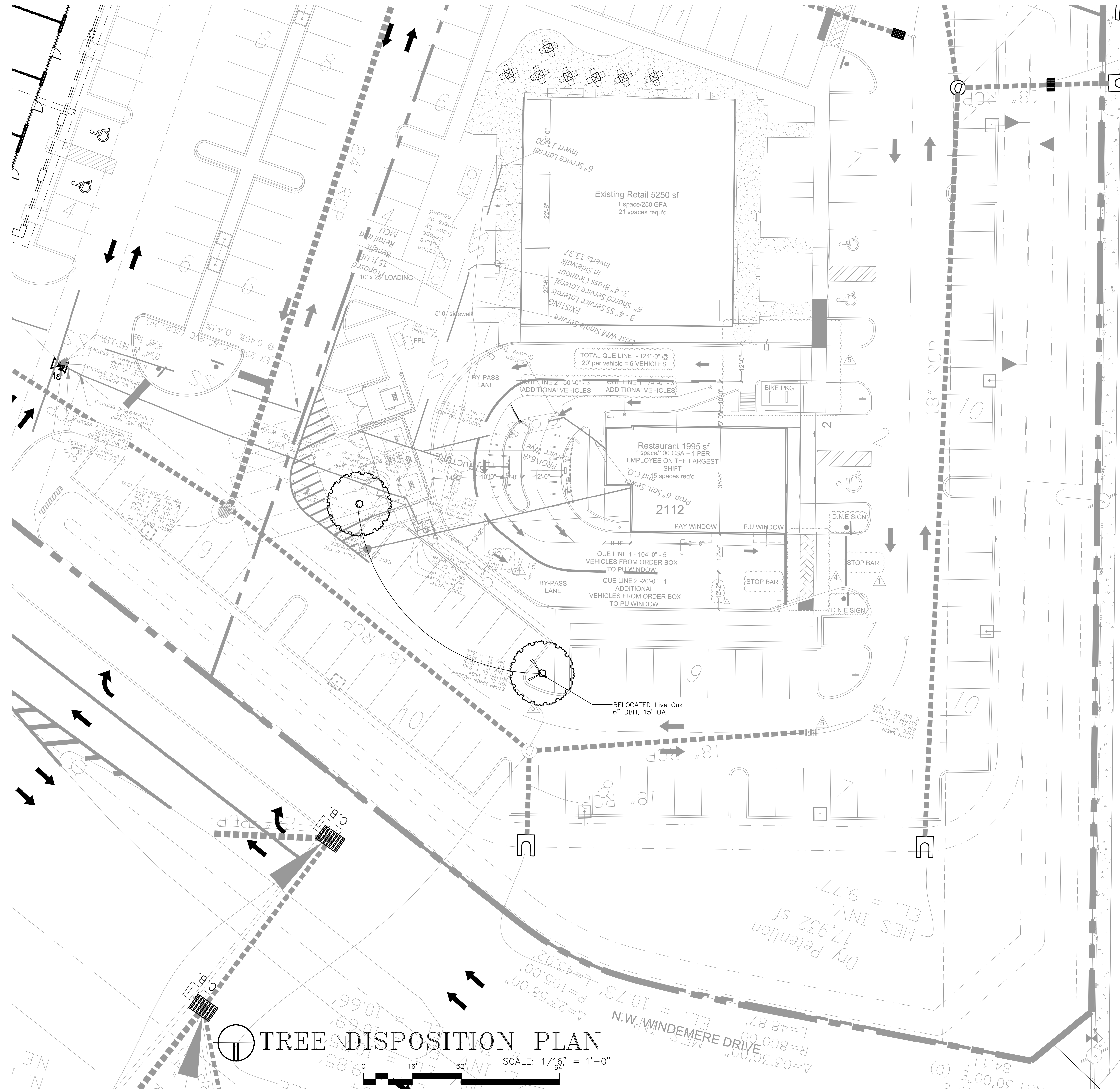
Directional Distribution: 57% entering, 43% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.45	1.48 - 8.37	1.57

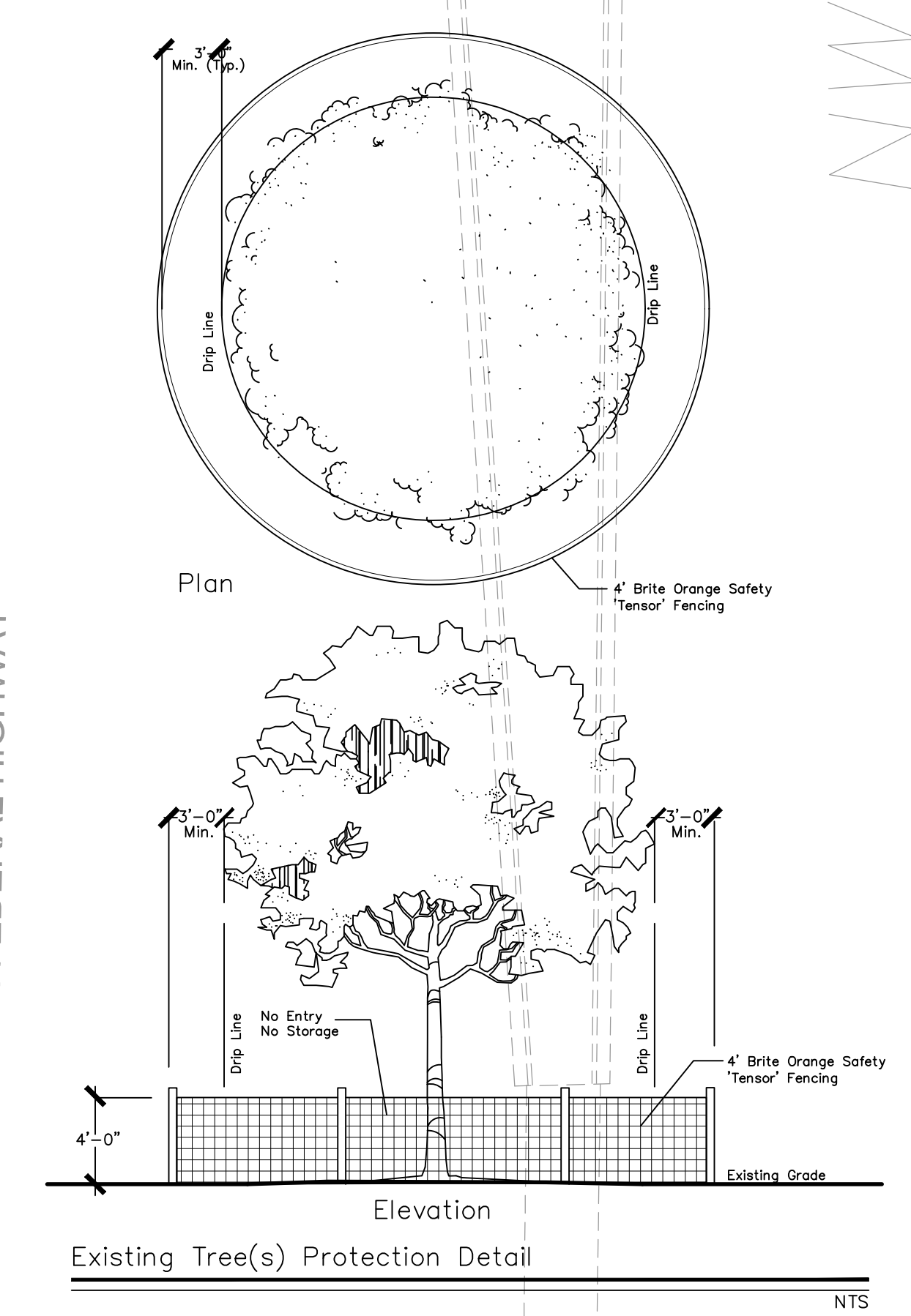
## Data Plot and Equation





**TREE DISPOSITION PLAN**

SCALE: 1/16" = 1'-0"



TREE RELOCATION TRANSPLANT NOTE  
 Live Oak to be relocated by ISA Certified Arborist following best practices and monitoring.  
 Permit is required prior to work commencing.



Wayne K. TONNING, R.L.A.  
 #6666709

DRWG. TITLE : TREE DISPOSITION PLAN - PERMIT

PROJECT : POPEYES WINDMERE POINT  
 1951 NW FEDERAL HIGHWAY  
 STUART, FLORIDA

CLIENT : GHA ARCHITECTS

SEAL

PROJECT NO.	24-117
DRAWN BY	WKT
DESIGNED BY	WKT
CHECKED BY	WKT
DATE	03-25-24
DWG. NO.	TDP1.0
SHT. NO.	1 of 2
REVISIONS :	10-15-25

# Signage Package

06-27-14



Prepared by:



**PDQ - Jensen Beach**  
1951 NW Federal Hwy  
Stuart, FL 34994  
*Jurisdiction: City of Stuart*

[www.plsigns.com](http://www.plsigns.com)

954.509.3791

Pompano • Dallas • Sarasota

1911 NW 40th Court • Pompano Beach, FL 33064



**Priority 1**  
Pompano SIGNS

Client  
**PDOQ**

Project Address  
**PDOQ - Jensen Beach  
1951 NW Federal Hwy  
Stuart, FL 34994**

Customer Approval

Signature

Approval Date

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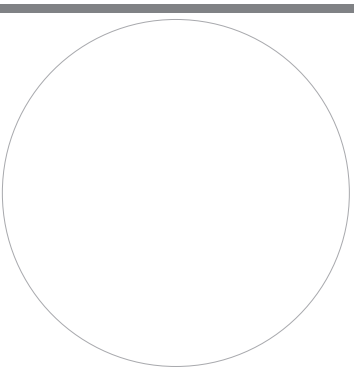
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Revisions

Engineer

Seal

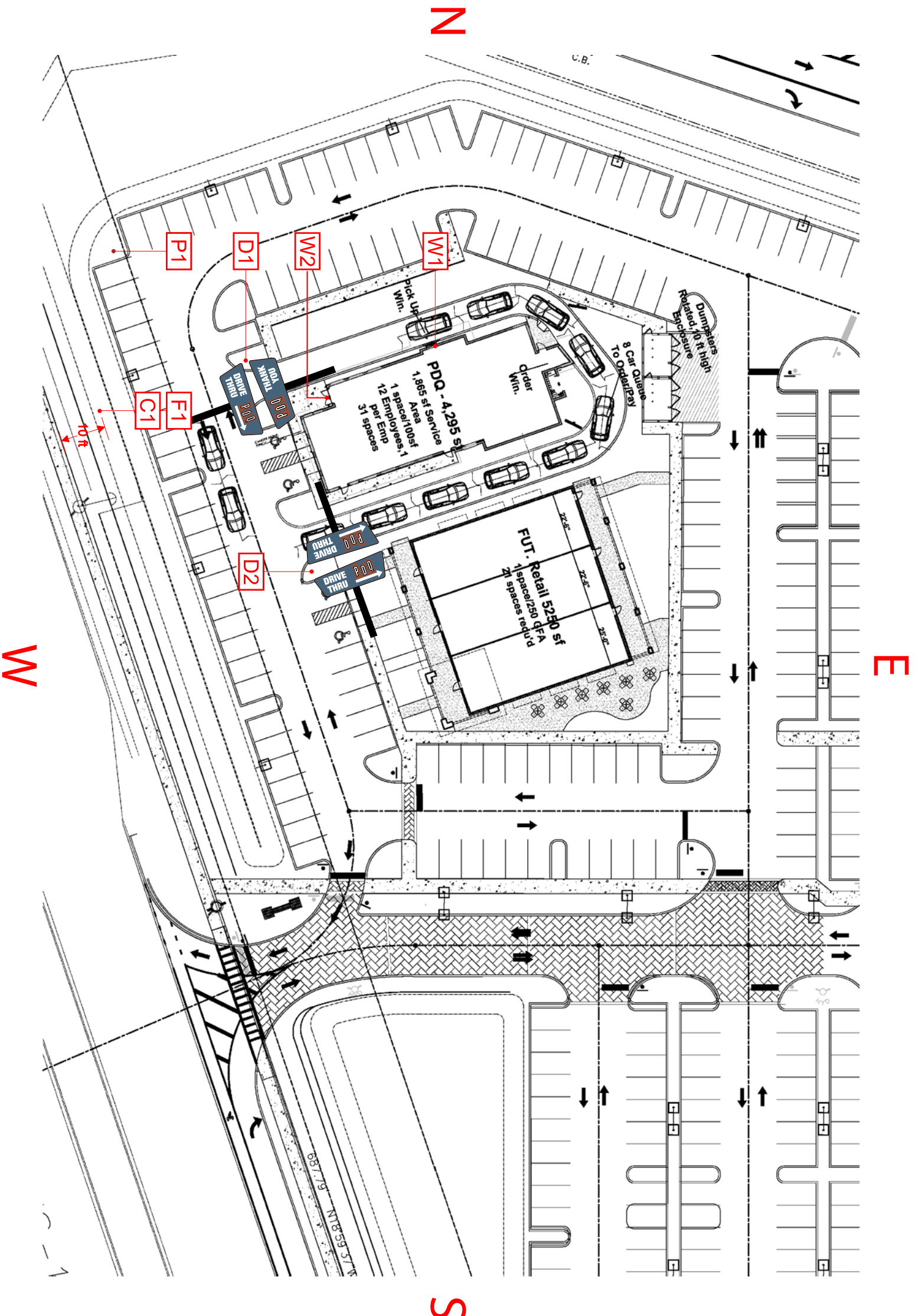


Drawing By: **G. Delgadillo**

File Name: **sign\_package\_pdq\_fl\_jensen.fs**

Date: **06-06-14**

Sheet:



SITE PLAN - SIGN LOCATIONS  
NTS

W1 - WEST WALL SIGN (42 S/F)  
W2 - SOUTH WALL SIGN (42 S/F)

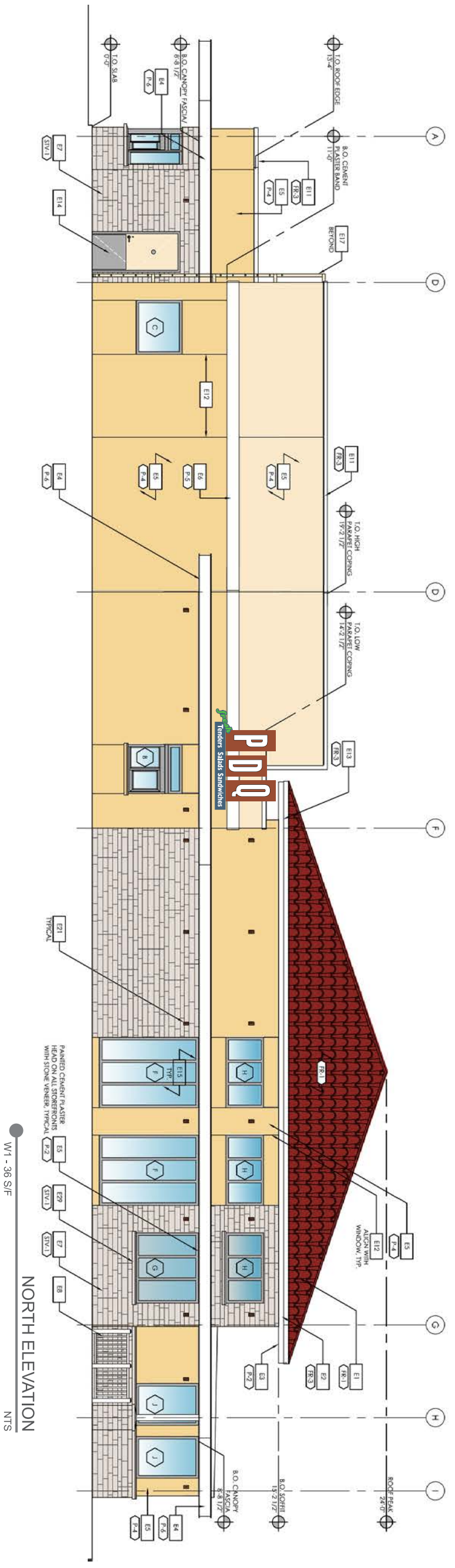
D1 - DIRECTIONAL (2.8 S/F)  
D2 - DIRECTIONAL (2.8 S/F)

F1 - MONUMENT SIGN

C1 - CONSTRUCTION SIGN

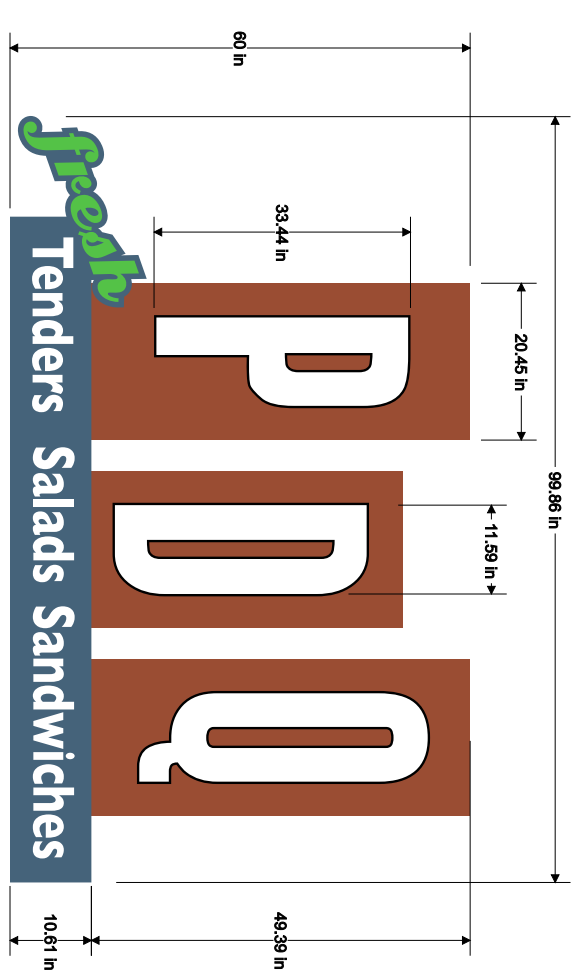
P1 - FLAG POLE

- COLORS**
- terra cotta PMS 7593C
  - paint black
  - paint to match PMS 5405C
  - White acrylic
  - 3M 3630-136 lime green vinyl (PMS 360C)



- Specifications**
- 5" Deep "PDO" aluminum channel letters
  - Black returns and trimcap
  - White Acrylic faces with white LED illumination
  - Mounted 1" from background
  - 7" Deep aluminum background boxes
  - Painted terracotta pms 7593C
  - 5" Deep aluminum contour cut box with stencil cut lettering
  - Backed with white acrylic
  - Sides painted to match face
  - Mounted flush to background

*Proposed:*  
 W1 - 42 S/F  
 Max Allowed:  
 127.5 S/F



**Client**  
 PDO

**Project Address**  
 PDO - Jensen Beach  
 1951 NW Federal Hwy  
 Stuart, FL 34994

*Signature*

*Approval Date*

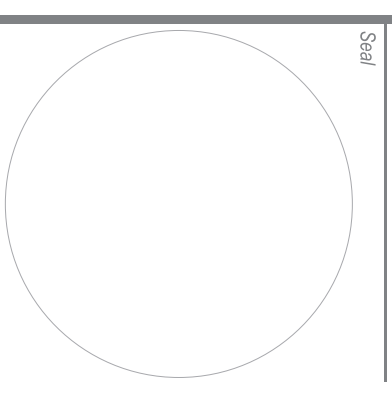
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No.	Description

**Engineer**



**Drawing By:** G. Delgado

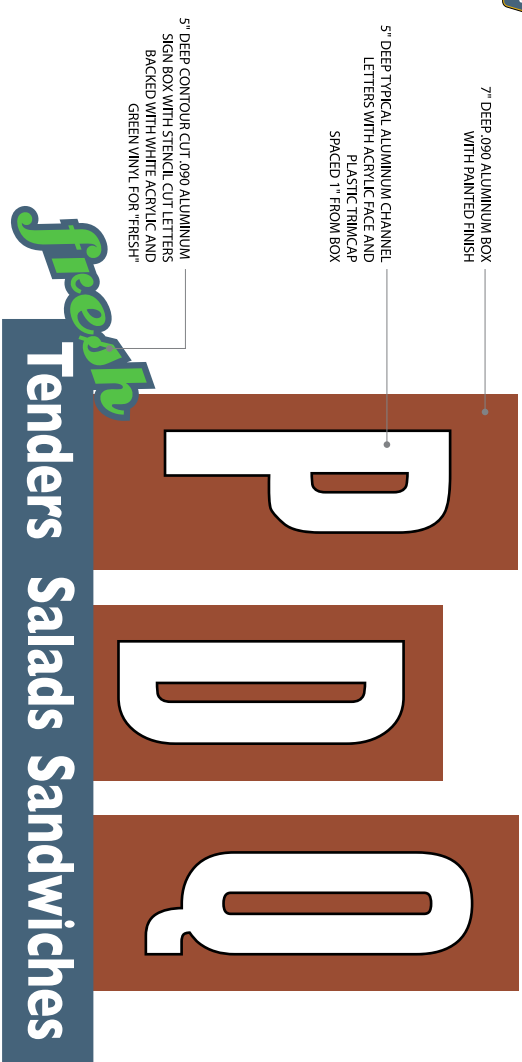
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**Date:** 06-06-14

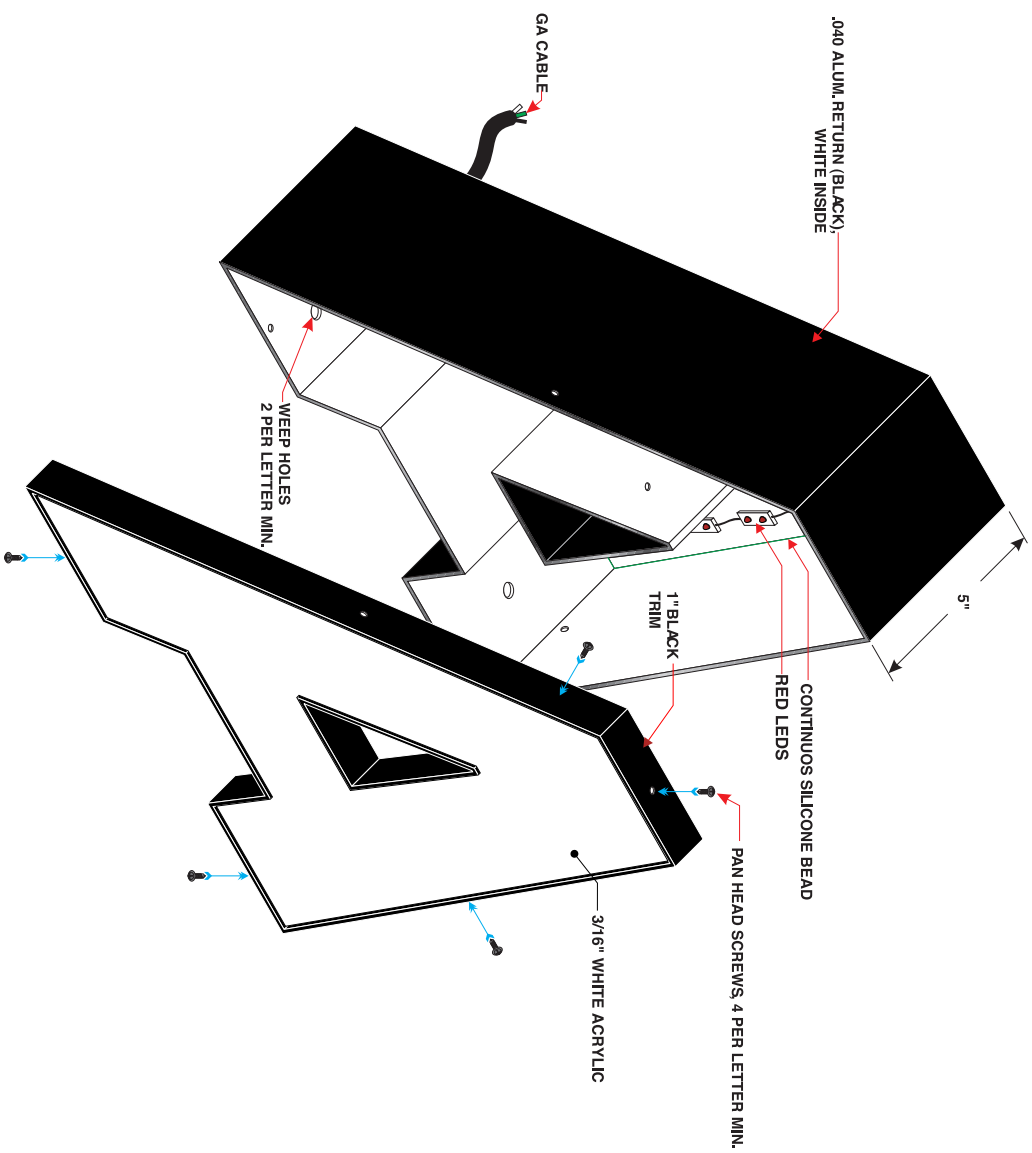
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**TYPICAL CHANNEL LETTER CONSTRUCTION**

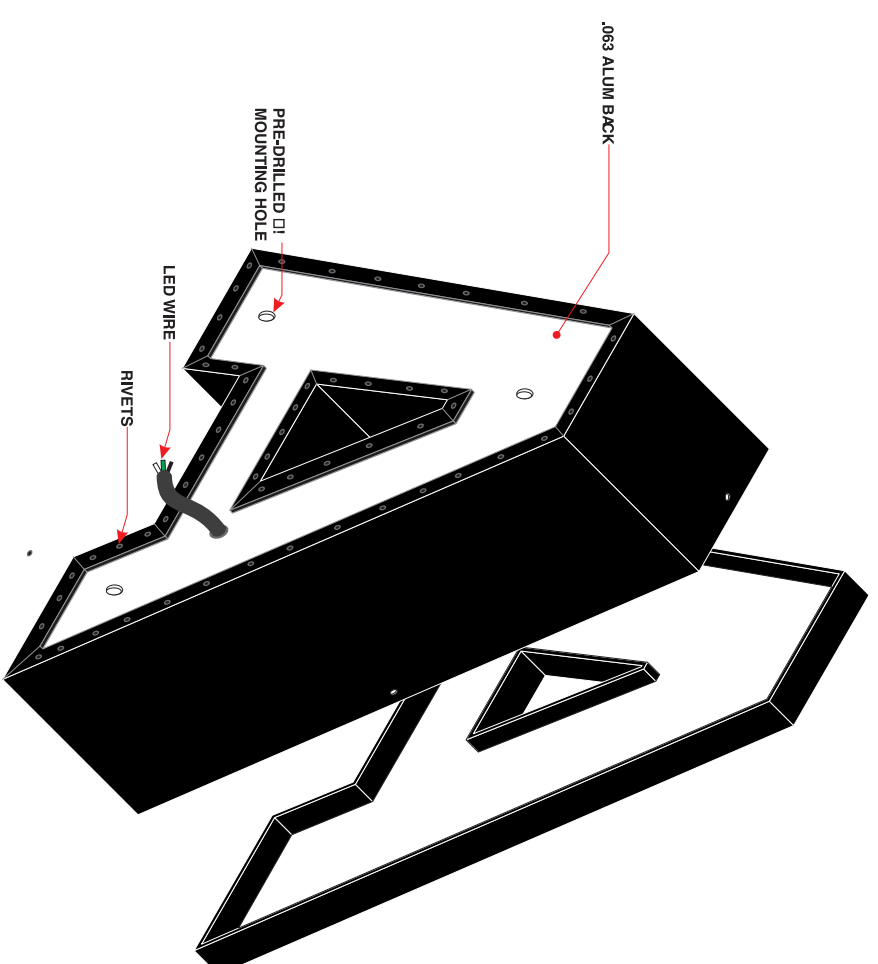


- COLORS
- terra cotta PMS 7593C
  - paint black
  - paint to match PMS 5405C
  - White acrylic
  - 3M 3630-136 lime green vinyl (PMS 360C)



FRONT OF TYPICAL CHANNEL LETTER

ISO-METRIC VIEW



BACK OF TYPICAL CHANNEL LETTER

ISO-METRIC VIEW

**Priority 1**  
Pompano SIGNS

Client  
**PDOQ**

Project Address  
PDOQ - Jensen Beach  
1951 NW Federal Hwy  
Stuart, FL 34994

Customer Approval

Signature

Approval Date

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Revisions


Engineer

Seal

Drawing By: **G. Delgadillo**

File Name: **sign\_package\_pdq\_fl\_jensen.fs**

Date: **06-06-14**

Sheet:

Client  
**PDDQ**

Project Address  
PDDQ - Jensen Beach  
1951 NW Federal Hwy  
Stuart, FL 34994

Customer Approval

Signature

Approval Date

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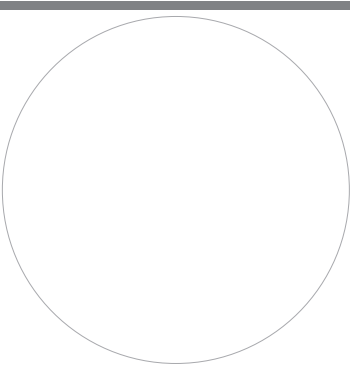
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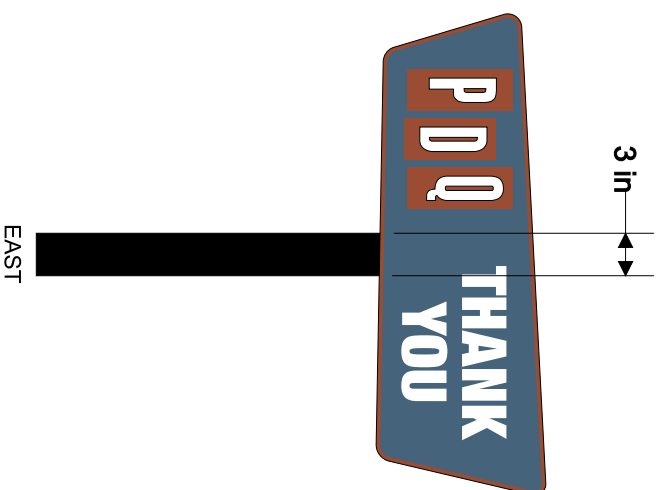
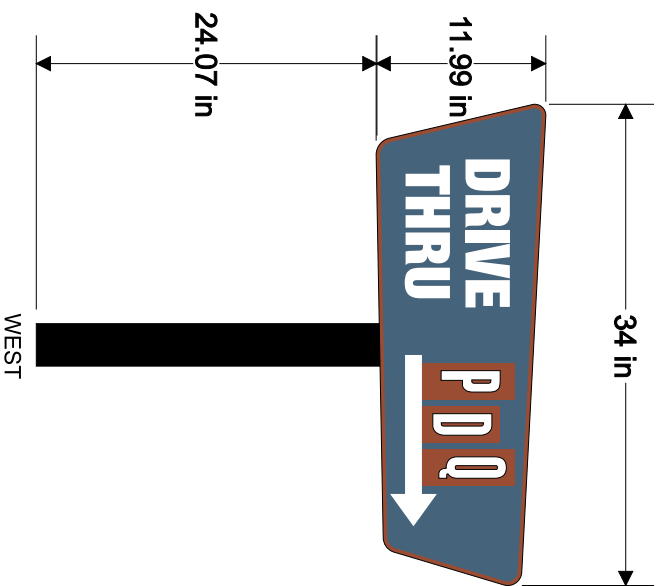


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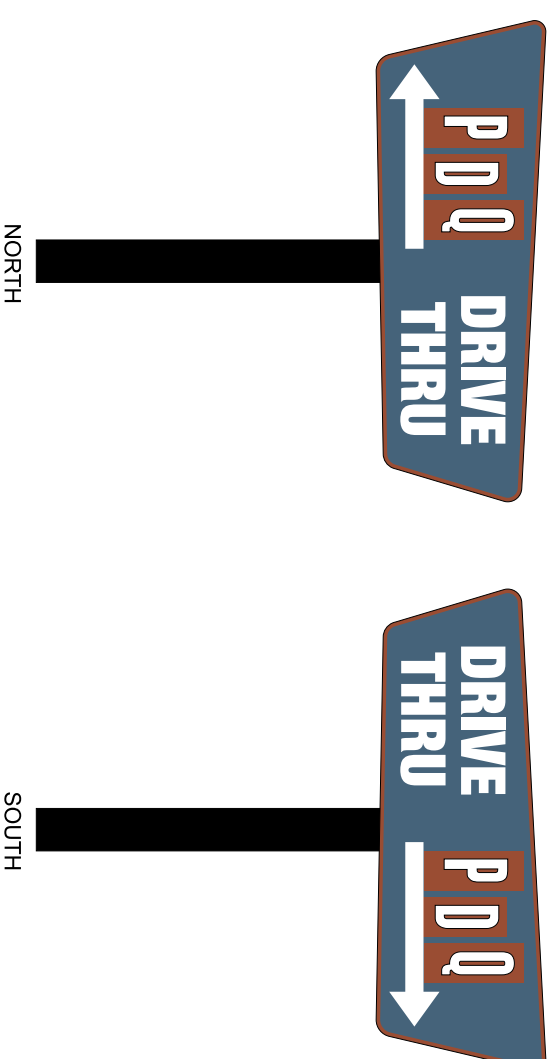
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Sheet:



DIRECTIONAL 1  
NTS



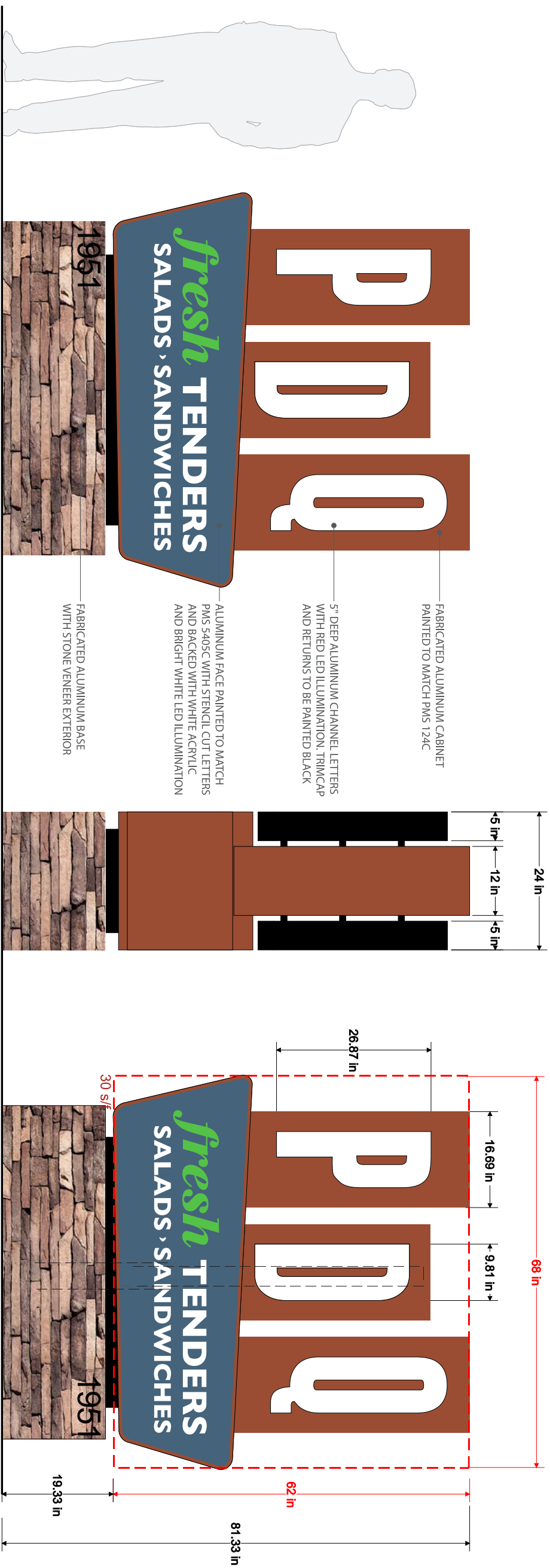
DIRECTIONAL 2  
NTS

Specifications  
12" x 34" : 2.83 s/f

Double-sided aluminum drive through sign  
White acrylic panels with digitally printed graphics and reverse cut lettering  
Trim cap and Returns painted terracotta a PMS 7593C  
LED illumination

COLORS

- terra cotta PMS 7593C
- paint black
- paint to match PMS 5405C
- White acrylic
- 3M 3630-136 lime green vinyl (PMS 3600C)



Specifications:  
 Overall size to ground: 82" x 68"  
 Sign area: 62" x 68": 30 s/f

New double sided free-standing sign with illuminated channel letters.  
 Tagline to be stencil cut letters backed with white acrylic  
 Base of sign to be fabricated aluminum with stone veneer exterior  
 Address numbers to be 1/4" flat cut aluminum painted black

\*10' setback from West property line  
 \*\*Landscaped perimeter required by code - not provided by BR Signs

- COLORS**
- terra cotta PMS 7593C
  - paint black
  - paint to match PMS 5405C
  - White acrylic
  - 3M 3630-136 lime green vinyl (PMS 360C)

Seal

Drawing By: **G. Delgadillo**

File Name: **sign\_package\_pdq\_fl\_jensen.fs**

Date: **06-06-14**

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Approval Date

Signature

Customer Approval

Project Address  
 PDQ - Jensen Beach  
 1951 NW Federal Hwy  
 Stuart, FL 34994

Client  
 PDQ

**DOUBLE-SIDED MONUMENT SIGN (F1) - OPTION 2**



Client  
**PDOQ**

Project Address  
**PDOQ - Jensen Beach  
1951 NW Federal Hwy  
Stuart, FL 34994**

Customer Approval

Signature

Approval Date

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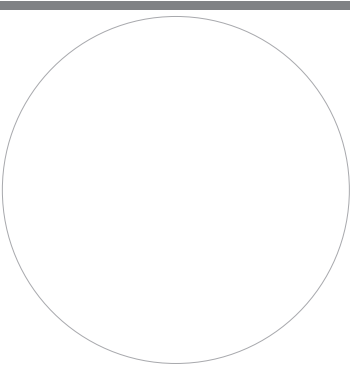
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Date: **06-06-14**

Sheet:

Client  
**PDDQ**

Project Address  
PDDQ - Jensen Beach  
1951 NW Federal Hwy  
Stuart, FL 34994

Customer Approval

Signature

Approval Date

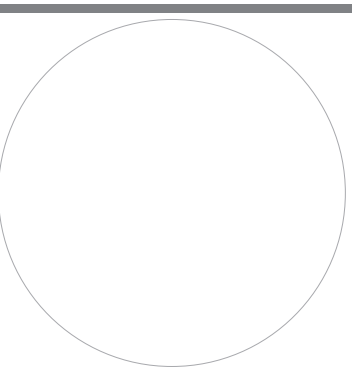
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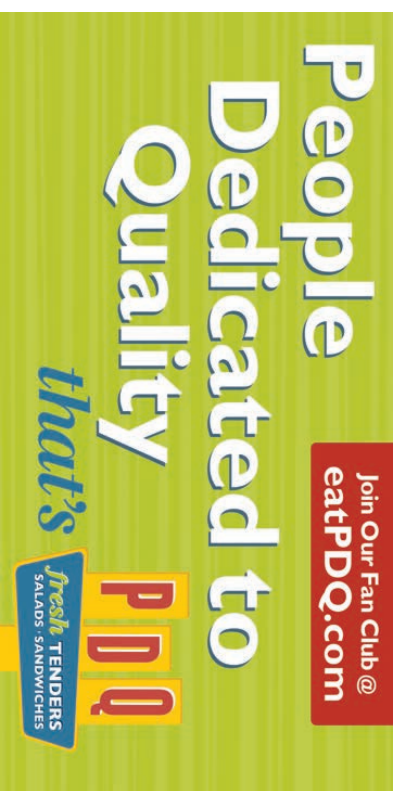
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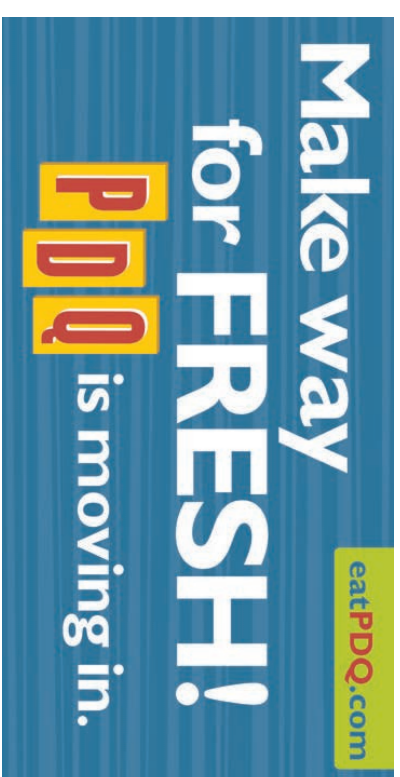
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PHASE 1



PHASE 3



PHASE 2



PHASE 4

Specifications:  
Sign area: 48" x 96": .32 s/f

Pre-Opening/Construction signs  
White MDO panels with digital print graphics  
Mounted to 2- 4x4 wooden posts painted white  
Panels to be changed in 30 day phases  
**\*TEMPORARY SIGN PLACED AT LOCATION OF F1 SIGN**

- COLORS**
- paint to match PMS 124C
  - paint black
  - paint to match PMS 5405C
  - 3M 3630-73 red vinyl (PMS 1805C)
  - 3M 3630-136 lime green vinyl (PMS 360C)



Client  
**PDDQ**

 Project Address  
 PDDQ - Jensen Beach  
 1951 NW Federal Hwy  
 Stuart, FL 34994

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color size or placement, NOW is the time to clarify them. Now are entitled to two (2) revisions free of charge, additional revisions will be billed to the customer. Revisions are not to include materials, paint, plastic & other materials, printed colors do not match actual finish colors.

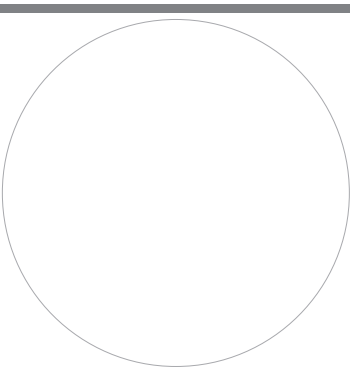


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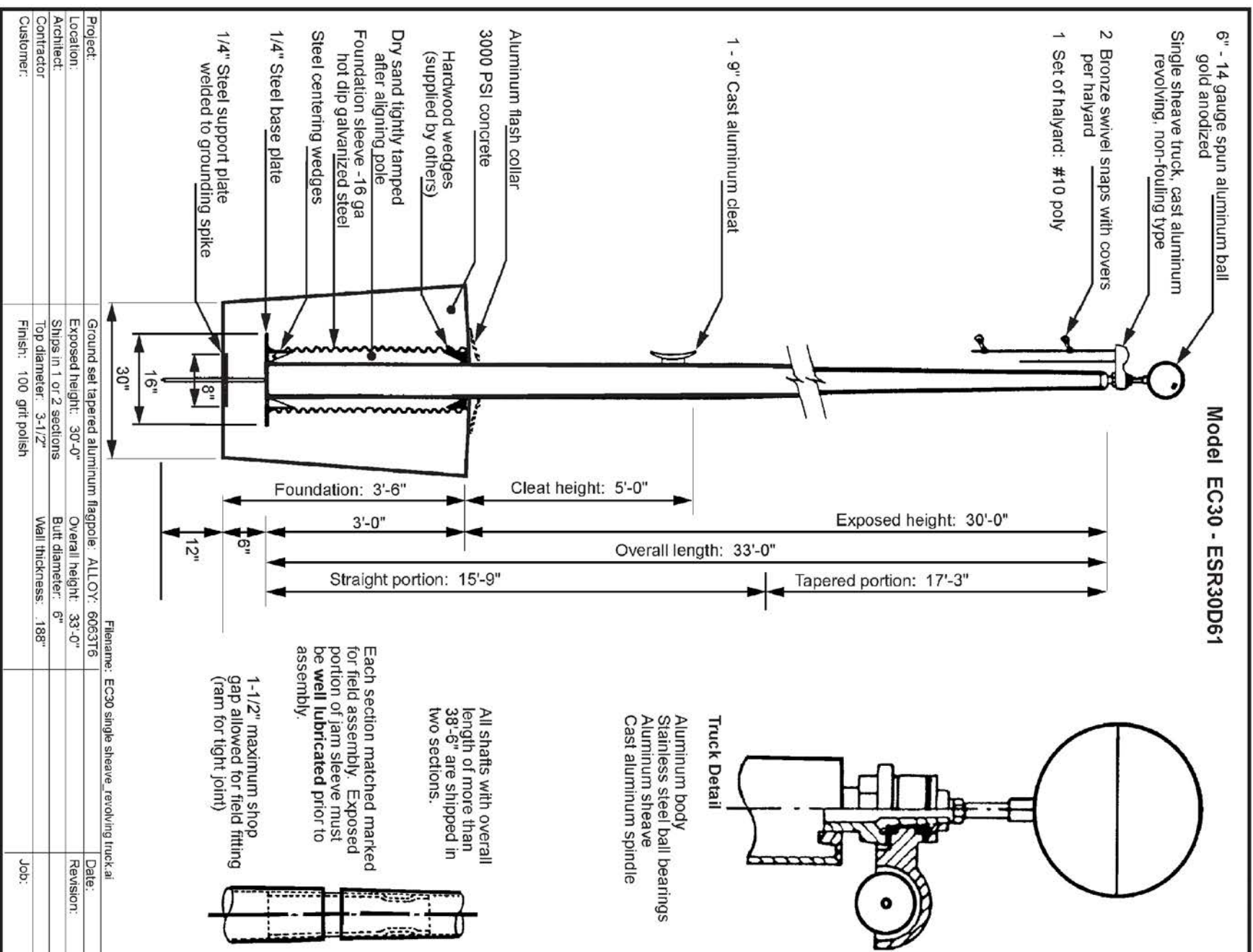
Seal


 Drawing By: **G. Delgadillo**

 File Name: **sign\_package\_pddq\_fl\_jensen.fs**

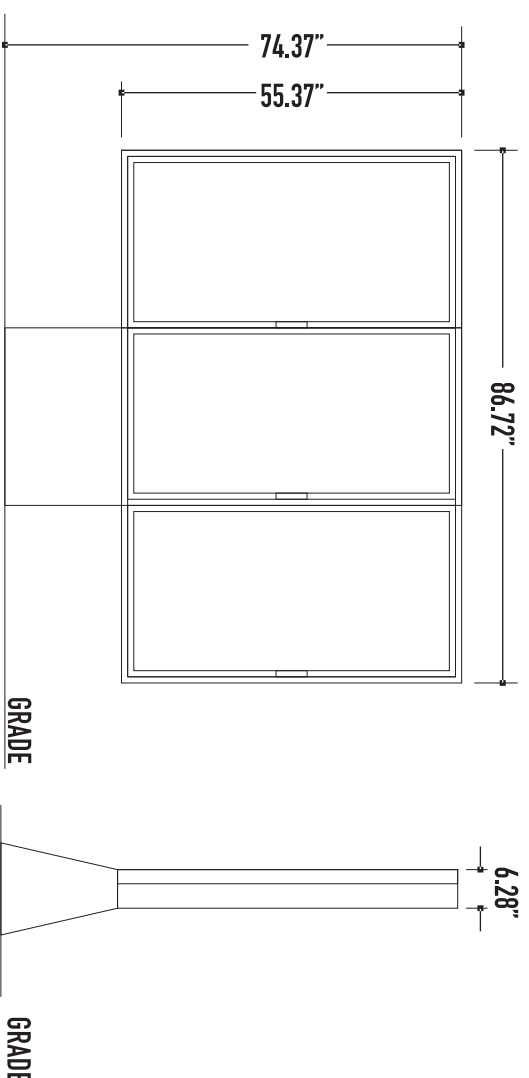
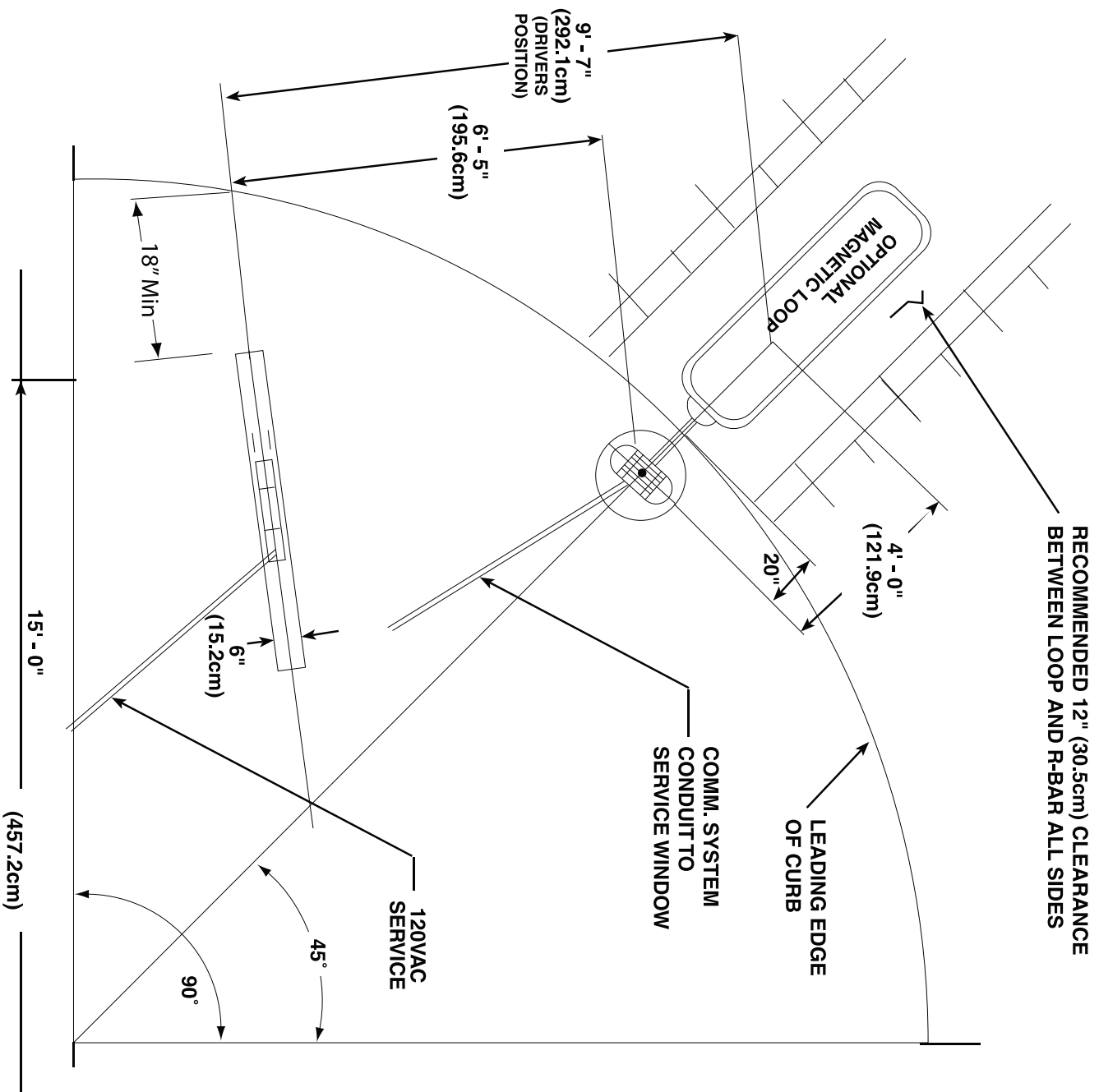
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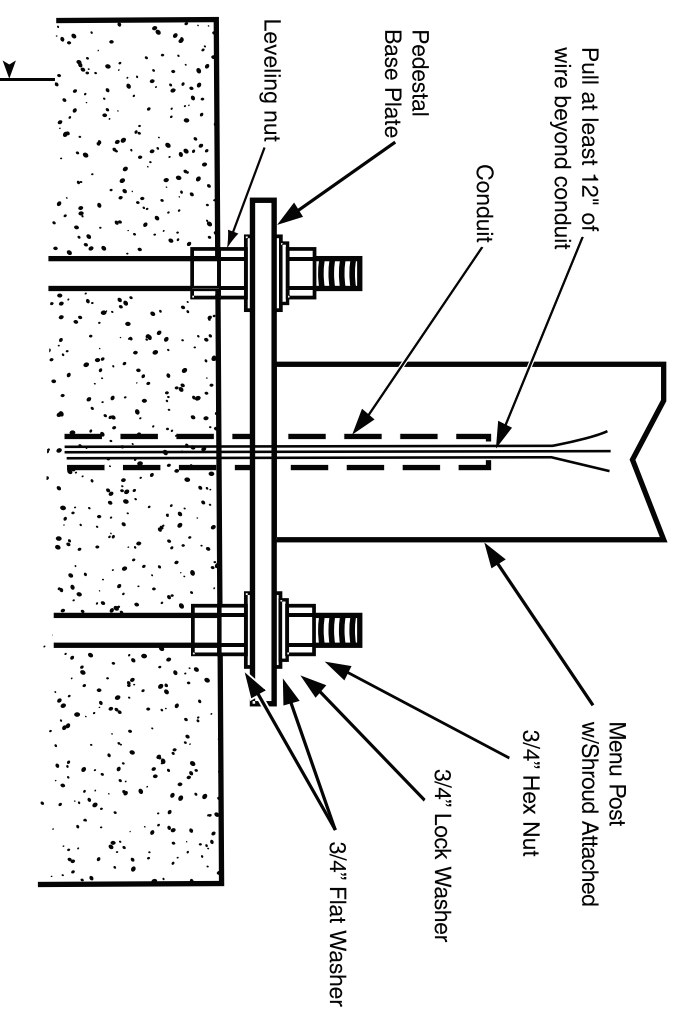


If the menu board is to be set back from the remote speaker / microphone post, see **Diagram B** for recommended positions. Construct mounting post foundation referencing **Diagram E/F**, and in accordance with local codes. Note: The conduit for the high voltage (120VAC) wiring must run into the back hole of the pedestal base (as viewed from the front of the menu board). Secure the template as shown in **Diagram E/F**, Template. **Note: Four (4) hex nuts are embedded in the foundation below the template, and four (4) more are above it.** Be sure that the 3/4" diameter anchor bolts extend 2-3/4" above top of footing. For speaker post foundation construction and installation, refer to the outdoor remote speaker system installation instructions, provided with the outdoor remote speaker system.

**DIAGRAM B Menu Board w/Remote Speaker Post**



**FOUNDATION DETAILS**



Client  
**PDOQ**

Project Address  
PDOQ - Jensen Beach  
1951 NW Federal Hwy  
Stuart, FL 34994

Customer Approval

Signature

Approval Date

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Engineer

Seal

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Date: **06-06-14**

Sheet:

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

**Meeting Date:** 6/8/2026

**Prepared by:** Jodi Nentwick

**Title of Item:**

BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS (RC):

ORDINANCE No. 2552-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

**Background**

On February 23, 2026, the City Commission directed staff to prepare the necessary ordinance to allow backyard chickens within certain residential zoning districts.

The City Commission recognizes a growing trend toward sustainable living practices, including the desire to incorporate fresher, locally sourced products into daily diets. Additionally, there is increasing interest in providing residents with opportunities to engage in small-scale, backyard food production. Allowing a limited number of chickens on residential properties supports these objectives by enabling property owners to produce eggs for personal consumption.

The proposed amendment would permit the keeping of up to four (4) chickens as an accessory use on occupied, detached single-family and duplex properties within the R-1A, R-1, R-2, Urban Neighborhood, and Single-Family Detached (SFD) zoning districts within the East Stuart Neighborhood. This use would be subject to the terms and conditions outlined in the attached draft ordinance.

**CRB Recommendations**

On May 5, 2026, the Community Redevelopment Board (CRB) held a public hearing and recommended approval to the City Commission with the following recommendations:

- Consider a hedge in lieu of a fence.
- Increase the height of the chicken coop to seven (7) feet.
- Consider a five (5) foot fence in lieu of a six (6) foot fence.

**LPA Recommendations**

On May 14, 2026, the Local Planning Agency (LPA) held a public hearing and recommended approval for the City Commission with the caveat that the City Commission consider a annual fee in lieu of a permit of \$65.00. Additionally, the LPA recommended a yearly license renewal fee of \$10.00.

**Funding Source:**

N/A

**Recommended Action:**

Staff requests transmittal to Second Reading (Adoption) scheduled for the regular scheduled meeting on June 22, 2026.

**ATTACHMENTS:**

1. Draft Ordinance 2552-2026 - Backyard Chicken (1)
2. Ordinance 2552-2026 COS Business Impact Estimate Backyard Chickens
3. UFIFAS Article - Exploring the Possibilities of Backyard Chickens Locally



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

**ORDINANCE NUMBER 2552-2026**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\*\*\*\*\*

**WHEREAS**, Florida Statutes § 163.3202 requires the City of Stuart to adopt or amend and enforce land development regulations that are consistent with and implement the City's comprehensive plan; and

**WHEREAS**, Goal Statement 1.A of the City's Comprehensive Plan is to maintain and enhance Stuart's quality of life, natural beauty and small-town waterfront character, its stable residential neighborhoods, and its status as the commercial/institutional hub for greater Martin County; and

**WHEREAS**, on February 23, 2026, the City Commissioners directed staff to prepare the necessary ordinance to allow backyard chickens within certain residential zoning districts; and

**WHEREAS**, the City Commission recognizes the general trend in society to pursue a green lifestyle, to incorporate fresher products into diets, and to provide additional methods for allowing residents to engage in backyard food production through keeping and raising a limited number of chickens on single-family properties for production of eggs for the property owners' consumption; and

**WHEREAS**, the City recognizes that the allowance of keeping backyard chickens into an urban residential setting must be balanced with the compatibility of surrounding property uses and that the accommodation of allowing backyard chickens in residential areas not cause undue noise, odor, or unsanitary conditions within the community; and

**WHEREAS**, the City desires to allow the keeping of up to four (4) chickens on an occupied detached single-family and duplex properties within zoning districts R-1A, R-1, R-2, Urban Neighborhood and SFD in East Stuart Neighborhood as an accessory use, subject to the terms and conditions herein; and

**WHEREAS**, the City has determined that the allowance of a limited number of backyard chickens as an accessory use as provided herein is in the best interests of health, safety, and welfare of the residents of the City, and that this Ordinance is consistent with the City's Comprehensive Plan.

**WHEREAS**, on May 5, 2026, the Community Redevelopment Board (CRB) held duly noticed public hearing to consider this ordinance; and

**WHEREAS**, on May 14, 2026, the Local Planning Agency (LPA) held duly noticed public hearing to consider this ordinance; and

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

**SECTION 1: Recitals.** The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

**SECTION 2:** The provisions of the City of Stuart Land Development Code and Code of Ordinances as amended are hereby adopted as shown herein below.

**Chapter II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTERNSITY**

**Sec. 2.06.24. Backyard Chickens in Certain Residential Zoning Districts.**

- A. Intent. The intent of this section is to establish and implement a permanent backyard chicken-keeping program allowing residents to keep or raise chickens on developed and occupied detached single-family and duplex properties within zoning districts R-1A, R-1, R-2, Urban Neighborhood and SFD in East Stuart Neighborhood (hereinafter “Approved Zoning Districts”) subject to the terms and conditions of this section.
- B. General conditions for backyard chickens in certain residential zoning districts.
1. Any person(s) residing in a single-family dwelling or duplex within the Approved Zoning Districts may apply for and obtain a permit from the City’s Development Department prior to keeping or maintaining chickens on the subject property.
  2. If a tenant or person applying for a permit hereunder is not the property owner of the subject property, the property owner must consent in writing to the application for the permit.
  3. In order to obtain a permit under this section, any person(s) applying for a permit for the keeping of chickens must show that they can meet the requirements of this section by providing a site plan drawn to scale, showing the following:
    - a. Property size with dimensions;
    - b. Location of existing and proposed structures on the property;
    - c. Existing easements or land restrictions on the property; and
    - d. Proposed fencing or screening.
  4. The City may conduct site inspections of the subject property to make compliance determinations under this section prior to and after issuance of a permit. The City shall provide 48 hour notice to permit holders prior to performing inspections.
  5. The City may deny a permit application if it is determined that the person(s) applying for a permit cannot meet the requirements of this section. The issuance of a permit for the keeping of chickens is conditioned upon and subject to the terms and conditions of this section.
  6. A maximum of four (4) female chickens may be kept on the subject property upon receiving a permit from the City hereunder. No male chickens shall be permitted.

7. Any and all persons who owns, controls, keeps, maintain or harbors chickens under a permit from the City hereunder must keep the chickens confined on the subject property at all times within a chicken coop or chicken pen unless a person is supervising and keeping the chickens within the confines of a fenced rear yard on the subject property.
  8. Any and all chickens permitted hereunder shall be kept only for personal use. The selling of chickens, eggs, feathers or chicken manure, or the breeding of chickens for commercial purposes is prohibited. In addition, the chickens shall not be bred or slaughtered on the premises of the subject property.
- C. Location and requirements for chicken coops and enclosures. Backyard chicken-keeping shall be permitted as an accessory use within Approved Zoning Districts, where the lot or parcel is developed and occupied by a single-family detached or duplex residence. Chickens shall not be kept on residential property with mobile home/manufactured home parks, triplexes, townhomes and apartments or other multi-family properties. Permission for backyard chicken-keeping shall be subject to the following standards and conditions:
1. The maximum size of the coop and pen area shall be 120 square feet.
  2. The maximum height of a coop and the pen fence around the coop shall be six feet, as measured from the existing grade to the highest part of the coop or fence.
  3. The coop and pen area shall be located in the rear yard of the developed and occupied single-family detached or duplex property.
  4. The coop and pen shall be set back a minimum of five feet from the side and rear lot lines and a minimum of 20 feet from any side street, so long as the coop and pen area shall be at least 25 feet from any residential structure on an adjoining lot.
  5. Chicken coops and pens shall be completely screened from adjacent roadways and neighboring parcels by a six-foot tall opaque fence or wall erected on the property line. A chain-link fence, chain-link fence with slats, or similar fence shall not constitute an opaque wall or fence.
  6. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. Chicken coops must be impermeable to rodents, wild birds, predators and weather, including all openings, ventilation holes, doors and gates. Enclosures shall be kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials, so as to not create an odor.
  7. All chicken feed shall be kept in a secured and covered metal or plastic container, or otherwise protected so as to prevent rodents and other pests from gaining access to it.
  8. Once a backyard chicken-keeping permit has been issued, the location will be subject to an annual inspection at the option of the City to ensure that the area is being maintained in a manner that is safe and sanitary for the animals and does not create a nuisance for the neighbors.

9. If a resident decides not to continue with their permit, or if the permit is revoked, per subsection (e), the resident is responsible for finding appropriate homes for the chickens within 30 days. In addition, a final inspection shall be completed in 30 days to ensure that the chickens, coop, and pen have been removed from the subject property.
  10. Composting of chicken manure is allowed in an enclosed bin. The composting bin shall be kept at least 20 feet away from all property lines.
- D. Revocation of permits. A permit may be revoked by the City for any of the following reasons:
1. If a permit holder fails to obtain chickens within six months of obtaining the permit.
  2. If a permit holder discontinues maintaining chickens for a six month period.
  3. If any condition of the chicken-keeping permit has been violated, the City may revoke the permit immediately if the violation has not been remedied within seven days after written notice of the violation.
  4. Without affording the permit holder the opportunity to remedy a violation as set forth above, revocation shall occur if there are more than three separate violations occurring in a 90-day period arising from the backyard chickens.
  5. If revoked, neither the resident, nor anyone else on the same premises may reapply for a period for 12 months from the date of revocation. All chickens must be removed from the subject property during any time the permit is revoked.
  6. A person aggrieved by a decision to deny or revoke a chicken-keeping temporary permit may appeal to the city manager or their designee.
- E. Violations. In the event that a violation of this section occurs, the City shall have the right to one or more of the following remedies or actions:
1. Institute code enforcement and/or animal control proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs.
  2. Take any other action or remedy authorized by law or in equity, including but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the city for reimbursement of the city's attorneys' fees and costs concerning such action; and
  3. Revoke the permit for the keeping of chickens.

## **Chapter 8 – ANIMALS**

### **ARTICLE I. – IN GENERAL**

#### **Sec. 8-2. Livestock prohibited.**

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Livestock* means any horse, mule, pony, fowl, jackass, cow, bull, steer, goat, sheep, pig, hog, or other domestic animal not customarily kept as a household pet.

- (b) It shall be unlawful for any person to keep livestock in the city or to allow livestock to run at large within the city with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained under one of the following: (1) as accessory to a permitted urban farm subject to the restrictions contained in section 2.06.08 of the Stuart Land Development Code; or (2) as backyard chickens in certain residential zoning districts subject to the restrictions contained in Section 2.06.24 of the Stuart Land Development Code.

**SECTION 3:** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**SECTION 5:** The provisions of this Ordinance shall be codified.

**SECTION 6:** This Ordinance shall take effect immediately upon adoption.

First read on the \_\_\_\_ day of \_\_\_\_\_.

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 XXXX\_day of \_XXXXX, 2026.

ATTEST:

\_\_\_\_\_  
 MARY R. KINDEL, MMC  
 CITY CLERK

\_\_\_\_\_  
 CHRISTOPHER COLLINS  
 MAYOR

APPROVED AS TO FORM  
 AND CORRECTNESS:

---

LEE J. BAGGETT, ESQ.  
CITY ATTORNEY



# **Business Impact Estimate**

**Proposed ordinance's title/reference:**

Backyard Chickens in Certain Residential Zoning Districts

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Stuart is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Stuart hereby publishes the following information:

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**1. Summary of the proposed ordinance:**

The proposed amendment to the City's Code of Ordinances and Land Development Code would permit the keeping of up to four (4) chickens as an accessory use on occupied, detached single-family and duplex properties within the R-1A, R-1, R-2, Urban Neighborhood, and Single-Family Detached zoning districts within the East Stuart Neighborhood. The chickens will only be permitted in the backyard in a small sized chicken coup. In addition, the chickens can only be kept for personal use.

**2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City including:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur.**
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

Staff does not opine that the ordinance would have any impact on private, for-profit businesses because the ordinance is limited to allowing residents to keep a small number of chicken in their backyards for personal use only.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

None

**4. Additional information the governing body deems useful:**

None

[Home](#) » [UF/IFAS Extension St. Lucie County](#) » Exploring The Possibilities Of Backyard Chickens Locally

## Exploring the Possibilities of Backyard Chickens Locally



Did you know that the chicken has come a long way from the plains of Southeast Asia some seven to ten-thousand years ago, to a sacred animal to the Romans, and finally to household food and agricultural product in modern times?



Chickens, thought to be the first animal domesticated, now are found practically everywhere. They are a great, cheap source of protein for both their meat and eggs,

relatively easy to care for, and make enjoyable pets and show animals. You can even raise chickens in small backyard or urban spaces. Chickens are great for the family, and children can easily

care for and raise them. Children can learn many life skills while raising a chicken, as well as many STEM competencies like vet science, anatomy, genetics, nutrition, sustainability, etc.

Because of the versatility of these animals, it is easy to see why they are increasingly popular with backyard or hobby farmers. COVID-19 caused many of us to try new hobbies and to be more thoughtful about our food sources, so raising chickens may seem like an easy answer to both boredom and localizing your food. Make sure to do your research before getting a bird or a flock. They do require work, even if they are easier than some other animals to care for. Below you will find some topics to research before making chickens a part of your life. This will help you and the chickens live happy, healthy, and productive lives!

**Before making that chicken purchase, you should do research.**

### **Space and equipment needed**

- The **size** of the coop is based on a minimum of 3 square feet of floor space per bird. For backyard flocks of five birds, you will need 15sq of floor space.
  - **Coop**– a house which provides shelter and protection from the elements and predators. A minimum three-sided roofed area for the birds to seek shelter from poor weather conditions and a place to roost safely at night is required.
  - **Run**– protected open area for the birds to safely roam. The run should be securely lined with fencing which is predator proof. Examples such as chicken wire or hardware cloth 1/2in mesh is sufficient. The run should also have either a roof or wired top, to prevent birds from flying out of the coop or predators climbing or flying inside.
    - When starting your chicks from hatchlings it is important that chicks are kept in a draft free environment and provided with a heat source. The first week of life the heat source should provide a constant temperature of 95°. Heat needs to be provided to the chicks until they

are four weeks old. Over the four weeks the temperature can decrease by 5°F each week.

- Week 1- 95°F

- Week 2- 90°F

- Week 3- 85°F

- Week 4- 80°F



### Backyard poultry laws for your area

- Check county and municipality laws, sometimes cities have different restrictions than the county.
  - Laws often tell you the number of chickens, coop size, licensing, vaccines, and processing regulations.
  - St. Lucie County Ordinance Sec. 7.10.03- Backyard chickens  
[https://library.municode.com/fl/st.\\_lucie\\_county/codes/land\\_development\\_code?nodeId=CHVIIDEDEIMST\\_7.10.00SUST\\_7.10.03A](https://library.municode.com/fl/st._lucie_county/codes/land_development_code?nodeId=CHVIIDEDEIMST_7.10.00SUST_7.10.03A)  
[NREDI](#)
- Be a courteous neighbor by letting them know about your chickens, which can help reduce any noise or code complaints.
  - Consider offering eggs as a peace offering (if the laws allow that).
- If your city or county doesn't have laws about backyard poultry, advocate for them!
  - Resources for this here: [Backyard-Chickens-Advocacy-Guide.pdf](#)

([communityfoodstrategies.org](http://communityfoodstrategies.org))

### **How to choose your flock**

- Before choosing a

breed, determine what the purpose of the chickens will be raised for; meat, egg, pets, 4-H project, or breeding improvement. Once determined, find a breed which will suite your purpose.

- Environmental Conditions are important to consider because depending on where you live will determine what breed of chicken you will need for your flock. If you live in South Florida, you will want to look for a heat tolerant breed.
- Knowing your flocks' purpose will also help determine where to purchase your bird(s).
  - No matter where you purchase your chickens from local farm store, commercial breeder, backyard chicken breeder, 4-Her, or incubate them yourself you need consider the overall health of the bird. You want to bring a healthy bird(s) into your flock.

### **Common problems**

- Establish a Veterinarian who works with poultry. Just like any animal in your household, you want your chickens to also have a Veterinarian who can attend to their needs for yearly visits or in case of an emergency. Establish one before there is an emergency.
  - Pests, like mites, are common in chickens. Make sure to do your homework on preventions and treatments.

- Predators like racoons, rats, coyotes, and feral cats can injure or kill your birds. Take precautions to build predator-proof housing.
- Chickens can transmit diseases to humans such as Avian Influenza (Bird Flu), E. Coli, and Salmonella. It is important for you to understand the signs and symptoms and what to look for within your flock.
- Vaccinating your flock is determined on the probability of the flock being exposed to certain diseases.
  - **Closed flock** (no new birds enter, and no leaving birds return): Chances of exposure to a disease decrease.
  - **Open flock** (new birds frequently come into the flock, birds are taken off the property to a show or exhibit): Probability of disease exposure increases.
  - The use of your flock will determine the need for vaccines.
    - UF/IFAS Extension has great resources on all of these topics here:  
[https://edis.ifas.ufl.edu/topic\\_backyard\\_flocks](https://edis.ifas.ufl.edu/topic_backyard_flocks)

### **Laws and best practices surrounding eggs, meat, and food safety**

- In Florida you cannot sell eggs without a Limited Egg/Poultry Permit.
- Some ordinances prevent backyard chicken products from being sold, so check these too.
- Research and decide how to clean and store your eggs.

- If raising meat birds, verify the laws for processing your animals.

### **Getting involved in the chicken community**

- Youth: **4-H Poultry Projects**, embryology, local fairs, FFA etc.
  - **Embryology projects** are a great way to learn about the full life cycle of a chicken!
    - We offer the 4-H Embryology Program to our local schools. So if your interested in adding this program to your classroom, contact your **4-H Agent**.
- Adults: Check out Extension poultry resources in your county by reaching out to your Livestock, Agriculture, or 4-H Agent.
- Everyone: Join chicken groups on Facebook, review the UF/IFAS Resources: **[https://edis.ifas.ufl.edu/topic\\_backyard\\_flocks](https://edis.ifas.ufl.edu/topic_backyard_flocks)** here, and contact your **local Extension office** with any questions or to get involved in 4-H!

FINALLY, enroll your child in our St. Lucie County 4-H Youth Development Program. Open enrollment starts September 1st, more details to follow, so stay tuned! Like our St. Lucie County 4-H Facebook page below to stay up to date on all events.

St. Lucie County 4-H: **<https://www.facebook.com/SLC4H>**

### **Sources**

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- <https://thehustle.co/how-much-does-it-cost-to-raise-chickens-coronavirus/#:~:text=There's%20no%20official%20count%20on,grown%20steadily%20in%20recent%20years.>
- [https://edis.ifas.ufl.edu/topic\\_backyard\\_flocks](https://edis.ifas.ufl.edu/topic_backyard_flocks) ,
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by **Tanya Binafif**

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