City of Stuart

A G E N D A
LOCAL PLANNING AGENCY / PLANNING ADVISORY BOARD
TO BE HELD NOVEMBER 12, 2020
AT 5:30 PM
COMMISSION CHAMBERS
121 S.W. FLAGLER AVE. STUART, FLORIDA 34994

LOCAL PLANNING AGENCY

Chair - Ryan Strom
Vice Chair - Li Roberts
Board Member - Larry Massing
Board Member - Bill Mathers
Board Member - Christina de la Vega
Board Member - Michael Herbach
Board Member - Campbell Rich
Ex Officio - Garret Grabowski

ADMINISTRATIVE

Development Director, Kev Freeman
Board Secretary, Jordan Pinkston

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

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

CALL TO ORDER

THIS MEETING WILL BE AVAILABLE LIVE VIA ZOOM:
Zoom links and ID information can be found at www.cityofstuart.us/meetings

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Approval of July 16, 2020 LPA Minutes

Approval of August 20, 2020 LPA Minutes

Approval of October 8, 2020 LPA Minutes

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

COMMENTS FROM THE BOARD MEMBERS

ACTION ITEMS

1. Meeting Decorum

ORDINANCES

2. HIDDEN KEY RPUD REZONING (QJ) (RC):

ORDINANCE No. 2457-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

3. ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK. (QUASI-JUDICIAL) (RC)

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

4. UPDATE COMMUNITY INVESTMENT PROGRAM (CIP)

ORDINANCE No. 2458-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO UPDATE THE FIVE YEAR COMMUNITY INVESTMENT PROGRAM INCLUDED WITHIN THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF UPDATE

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Jordan Pinkston

Title of Item:
Approval of July 16, 2020 LPA Minutes.

Summary Explanation/Background Information on Agenda Request:
N/A.

Funding Source:
N/A.

Recommended Action:
Approve.

ATTACHMENTS:

	Description	Upload Date	Type
	LPA Minutes 7.16.2020	11/3/2020	Cover Memo

MINUTES
LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD JULY 16, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Ryan Strom
Vice Chair – Li Roberts
Board Member – Michael Herbach
Board Member – Larry Massing
Board Member – Campbell Rich
Board Member – Bill Mathers
Board Member – Cristina de la Vega
Ex Officio – Garrett Grabowski

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

CALL TO ORDER

ROLL CALL
Present (Physically): Ryan Strom, Li Roberts, Michael Herbach, Bill Mathers
Present (Remotely): N/A
Absent: Larry Massing, Campbell Rich, Christina De La Vega

APPROVAL OF MINUTES
Motion: Approval of Amended 5/21/2020 LPA Minutes
Action: Approve.
Moved by: Li Roberts
Seconded by: Bill Mathers
Motion passed unanimously.

Motion: Approval of 6/4/2020 Special LPA Minutes
Action: Approve.
Moved by: Li Roberts
Seconded by: Bill Mathers
Motion passed unanimously.

Motion: Approval of 6/18/2020 LPA Minutes
Action: Approve.
Moved by: Li Roberts
Seconded by: Bill Mathers
Motion passed unanimously.

PLEDGE OF ALLEGIANCE

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

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

ACTION ITEMS: None.

ORDINANCES:

1. ANNEXATION OF INDUSTRIAL PROPERTY (QUASI-JUDICIAL) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING TW O PARCELS OF LAND SOUTH OF SE MARKET PLACE AND EAST OF SE COMMERCE AVENUE, CONSISTING OF 2.01 AND .92 ACRES EACH, SAID PARCELS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BOARD COMMENT: None.

PUBLIC COMMENTS: None.

MOTION:
Action: Continued to next LPA meeting on August 20, 2020.
Moved by: Bill Mathers
Second by: Michael Herbach
Motion passed unanimously.

2. FUTURE LAND USE AND IPUD DESIGNATION (QUASI-JUDICIAL) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN AND THE CITY'S ZONING MAP FOR TW O PARCELS OF LAND LOCATED SOUTH OF SE MARKET PLACE AND EAST OF SE COMMERCE AVENUE, CONSISTING OF 2.01

AND .92 ACRES EACH, SAID PARCELS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; THEREBY ESTABLISHING A FUTURE LAND USE DESIGNATION FOR BOTH PARCELS TO “INDUSTRIAL” AND CONCURRENTLY A ZONING DESIGNATION OF “INDUSTRIAL PLANNED UNIT DEVELOPMENT” (IPUD), W HICH SHALL BE REFLECTED ON THE CITY’S OFFICIAL ZONING MAP; APPROVING A FINAL SITE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BOARD COMMENT: None.

PUBLIC COMMENTS: None.

MOTION:
Action: Continued to next LPA meeting on August 20, 2020.
Moved by: Bill Mathers
Second by: Michael Herbach
Motion passed unanimously.

BOARD COMMENT:

Chair Strom announced staff has removed item #4 (Food Truck Ordinance) from the agenda.

3. AMENDMENT TO THE LAND DEVELOPMENT CODE - PUD AMENITY CRITERIA(RC): ORDINANCE No. 2446-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.07.00.J. ENTITLED "PUD AMENITY CRITERIA" TO CHAPTER II ENTITLED “ZONING DISTRICTS USES ALLOW ED, DENSITY, INTENSITY” TO ADD A METHODOLOGY FOR ATTRIBUTING QUALIFYING AMENITY CRITERIA IN RESPECT OF CONSIDERATION OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATIONS: Kev Freeman, Development Director

BOARD COMMENT:

The board discussed criteria options for projects.

Li Roberts suggested language changes.

Discussion regarding recycling options, emergency generators, land donation, etc. occurred between the board and staff.

PUBLIC COMMENTS: None.

MOTION:
Action: Approve.
Moved by: Michael Herbach
Second by: Bill Mathers
Motion passed unanimously.

4. ELECTRIC VEHICLE CHARGING INFRASTRUCTURE. (QJ)(RC). AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ADDING A NEW SECTION 2.06.23. OF THE LAND DEVELOPMENT CODE ENTITLED "EV CHARGING INFRASTRUCTURE" OF CHAPTER II ENTITLED “ZONING DISTRICTS USES ALLOW ED, DENSITY, INTENSITY” IN RESPECT OF STANDARDS FOR THE PROVISION OF ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE IN NEW COMMERCIAL AND NEW RESIDENTIAL DEVELOPMENTS GREATER THAN 50 DW ELLING UNITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATIONS: Kev Freeman, Development Director

BOARD COMMENT:

Bill Mathers commented on the parking space ratio based on the level of charging rate.

The board discussed level options for commercial versus residential spaces and developers meeting those requirements.

Michael Herbach made suggestions and the board discussed the ratio of spaces to dwelling units, land use type language with a minimum amount of two EV spaces, permits, design guidelines, sizing, signage, public vs. private property requirements, and on-street vs. off-street parking.

Li Roberts asked if developers will be provided a checklist.

Kev Freeman said that there will be preapplication meetings with a breakdown of what is required.

PUBLIC COMMENTS: None.

MOTION:
Action: Approve with the following condition:

1. Minimum of two Electric Vehicle Charging Infrastructure units for residential properties.

Moved by: Li Roberts
Second by: Bill Mathers
Motion passed unanimously.

BOARD COMMENT:

Li Roberts reminded staff about our holiday party.

STAFF UPDATE: None.

ADJOURNMENT

_____ _____

Ryan Strom, Chair Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Jordan Pinkston

Title of Item:
Approval of August 20, 2020 LPA Minutes.

Summary Explanation/Background Information on Agenda Request:
N/A.

Funding Source:
N/A.

Recommended Action:
Approve.

ATTACHMENTS:

	Description	Upload Date	Type
	LPA Minutes 8.20.2020	11/3/2020	Cover Memo

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD AUGUST 20, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Ryan Strom
Vice Chair – Li Roberts
Board Member – Campbell Rich
Board Member – Larry Massing
Board Member – Michael Herbach
Board Member – Bill Mathers
Board Member – Christina de la Vega

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

CALL TO ORDER

ROLL CALL
Present (Physically): Ryan Strom, Li Roberts, Michael Herbach, Bill Mathers
Present (Remotely): Campbell Rich, Larry Massing
Absent: Christina De La Vega

PLEDGE OF ALLEGIENCE

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

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

ACTION ITEMS

1. **Staff update: Amended LPA meeting schedule.**

PRESENTATION: Kev Freeman, Development Director

PUBLIC COMMENT: None.

BOARD COMMENT:

Ryan Strom confirmed that no motion was needed.

ORDINANCES

2. **Annexation of industrial property (quasi-judicial): Ordinance No. 2443-2020; an ordinance of the City of Stuart, Florida, annexing two parcels of land south of SE Marketplace and east of SE Commerce Avenue, consisting of 2.01 and .92 acres each, said parcels being more fully Described in exhibit "a" attached hereto; providing directions to the City Clerk; providing for repeal of all ordinances in conflict; providing for severability; providing for codification; and providing for an effective date, and for other purposes.**

PRESENTATION: Tom Reetz, Senior Planner
Tyson Waters, Fox McCluskey
Mike McCarty, McCarty & Associates

BOARD COMMENT:

Li Roberts asked staff about language changes and Martin County's comments for the project.

Both staff and the applicant confirmed that the Martin County staff has been properly notified.

Li Roberts asked about site lighting on the landscape plan, use of equipment, code compliance status, tree placement, and fencing.

The applicant and staff addressed Li Roberts questions and concerns. Conversation continued about police requests and safety concerns.

Li Roberts asked about the covered storage design.

Michael Herbach asked if there was a unity of title for the lot and fencing requirements.

Tom Reetz said that he believed there is a condition in the ordinance for unity of title.

Kev Freeman confirmed fencing.

Bill Mathers asked about permits, height restrictions, and PUD regulations for the project.

Tom Reetz said the future land use will not go to the state because it is small scale and confirmed the business tax receipt status.

Bill Mathers requested staff create a timeline with the applicant for development of the project.

The applicant confirmed that they are aware of current deadline submissions.

Campbell Rich asked about the materials produced in the warehouse and if they have any hazardous materials.

The applicant clarified their safety procedures, materials used and where those materials come from.

Campbell Rich and the applicant discussed business operations and practices.

Ryan Strom asked for confirmation on item #10 open space and language within the ordinance.

Larry Massing asked for staff's view on the five-foot-high piles.

Kev Freeman shared that staff is less concerned after viewing the County's conditions and applicant presentations.

PUBLIC COMMENT: None.

MOTION:
Action: Approve with the following conditions:

1. The code violation and fine being fully resolved prior to being presented to City Commission.
2. Change Development Condition #24 to read "Materials stored or stacked in piles, shall not be visible from surrounding properties or rights-of-way."
3. Front area for fencing and landscaping between two entrances addressed with staff.
4. Update landscaping plan to include lighting, rear tree placement and landscaping between driveways.
5. Work with staff on a time frame specified for continued operations.

Moved by: Li Roberts
Second by: Bill Mathers
Motion passed unanimously with Larry Massing abstaining.

ADJOURNMENT:
Action: Adjourn.
Moved by: Michael Herbach
Second by: Li Roberts
Motion passed unanimously.

_____ _____

Ryan Strom, Chair Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Jordan Pinkston

Title of Item:
Approval of October 8, 2020 LPA Minutes.

Summary Explanation/Background Information on Agenda Request:
N/A.

Funding Source:
N/A.

Recommended Action:
Approve.

ATTACHMENTS:

	Description	Upload Date	Type
	LPA Minutes 10.8.2020	11/3/2020	Cover Memo

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD
TO BE HELD OCTOBER 8, 2020 AT 5:30PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FL 34994

LOCAL PLANNING AGENCY

Chair – Ryan Strom
Vice Chair – Li Roberts
Board Member – Campbell Rich
Board Member – Larry Massing
Board Member – Michael Herbach
Board Member – Bill Mathers
Board Member – Christina de la Vega

ADMINISTRATIVE

Development Director – Kev Freeman
Board Secretary – Jordan Pinkston

CALL TO ORDER

ROLL CALL
Present (Physically): Ryan Strom, Li Roberts, Michael Herbach
Present (Remotely): Campbell Rich, Christina De La Vega
Absent: Larry Massing

PLEDGE OF ALLEGIENCE

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS: None.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEMS:

Michael Herbach requested staff discuss the LPA by-laws at the next board meeting.

The Zoom meeting connection was lost, so quorum was no longer met.

Mike Mortell explained that the City Commission would like to adopt all by-laws for the boards at their reorganizational meeting in December.

Zoom connection was reestablished and quorum was met.

OTHER MATTERS BEFORE THE BOARD:

1. REQUEST FOR CONTINUANCE TO NOVEMBER 12, 2020 LOCAL PLANNING AGENCY. ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK. (QUASI-JUDICIAL) (RC) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

MOTION:
Action: Continued to next LPA meeting on November 12, 2020.
Moved by: Li Roberts
Second by: Michael Herbach
Motion passed unanimously.

2. AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS - RESIDENTIAL INFILL STORMWATER MANAGEMENT. (QUASI JUDICIAL)(RC) AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 6.03.00. OF THE LAND DEVELOPMENT CODE ENTITLED "STORMWATER MANAGEMENT" OF CHAPTER VI ENTITLED “ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS” IN RESPECT OF STANDARDS FOR RESIDENTIAL SINGLE FAMILY AND DUPLEX INFILL DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Kev Freeman, Development Director

BOARD COMMENT:

Michael Herbach asked for a further description of infill.

Li Roberts gave recommendations of language changes to the ordinance.

Campbell Rich asked for a cost breakdown of the French Drain versus a Rain Garden.

Kev Freeman explained that there are multiple factors to determine the cost of the designs for each option.

The board discussed cost impacts for infill development to property owners.

PUBLIC COMMENT: None.

MOTION:
Action: Approve with the following conditions:
1. Fix the language that currently states, "Lot fill shall be limited to the minimum necessary for construction of the building."
2. Add a clause that addresses run-off
3. Change the word "that" with "with" and add a third method to address run-off.
4. Incorporate the sentence from C1 regarding stormwater runoff flow on adjoining properties somewhere else in the ordinance.

Moved by: Li Roberts
Second by: Michael Herbach
Motion passed unanimously.

3. ORDINANCE NUMBER 2454-2020 AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 2.04.00, OF THE LAND DEVELOPMENT CODE ENTITLED "AREA, IMPERVIOUS SURFACE, SETBACK, AND HEIGHT REQUIREMENTS" OF CHAPTER II, TABLE 5 ENTITLED "RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACKS, AND HEIGHT REQUIREMENTS" AND SECTION 2.04.02 OF THE LAND DEVELOPMENT CODE ENTITLED "SUPPLEMENTAL AREA REQUIREMENTS", IN RESPECT OF STANDARDS FOR LOT SIZE, LOT WIDTH AND BUILDING SETBACKS FOR THE R-2 AND R-3 ZONING DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PRESENTATION: Stephen Mayer, Senior Planner

BOARD COMMENT:

Li Roberts asked about current infill lot inventory and requested staff have that number for City Commission.

The board and staff discussed proposed calculation changes.

Mike Mortell confirmed that all board members could vote on the matter since they are discussing general zoning, not making it a direct conflict according to the Attorney General.

Li Roberts and staffed discussed verbiage for the motion.

PUBLIC COMMENT: None.

MOTION:
Action: Approve with the following condition:
1. Adjustment to reduce R2 Single Family's minimum to a five feet side and a qualification for both of those five feet to be single story.

Moved by: Li Roberts
Second by: Michael Herbach
Motion passed unanimously.

4. ORDINANCE NUMBER 2422-2020. AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING ARTICLE V OF THE CODE OF ORDINANCES ENTITLED "COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" IN RESPECT OF STANDARDS FOR THE PROVISION OF REGULATING THE PLACEMENT AND MAINTENANCE OF NEW AND EXISTING WIRELESS COMMUNICATION TOWERS IN THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

PRESENTATION: Stephen Mayer, Senior Planner

BOARD COMMENT:

Li Roberts asked for clarification of the language in the ordinance and made recommendations.

The board and staff discussed restrictions from State Statute and what the City can regulate.

Michael Herbach explained how he has interpreted these wireless facility changes and made language change suggestions to the ordinance.

Li Roberts requested additional language changes to the ordinance.

PUBLIC COMMENT: None.

MOTION:
Action: Approve with the following conditions:
1. Add "or designee" to City Manager language (page 126)
2. Change 20 feet to 10 feet (page 138)
3. Address abandonment
4. Add vista (page 135)
5. Add wood/timber
6. Correct date to October 8th and Local Planning (page 123)

Moved by: Li Roberts
Second by: Michael Herbach
Motion passed unanimously.

ADJOURNMENT:

_____	_____
Ryan Strom, Chair	Jordan Pinkston, Board Secretary

1.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Mary Kindel

Title of Item:
Meeting Decorum

Summary Explanation/Background Information on Agenda Request:
The City Clerk will provide a brief presentation titled "Meeting Decorum; Moderating Meeting Disruptions". This presentation will review suggestions on how boards should handle various disruptions during public meetings, both in person and virtually.

Funding Source:
N/A.

Recommended Action:
None needed.

2.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Stephen Mayer

Title of Item:
HIDDEN KEY RPUD REZONING (QJ) (RC):

ORDINANCE No. 2457-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property consists of one parcel totaling 1.36 acres in size, located south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway. The property is currently vacant and undeveloped with no wetlands. An environmental assessment shows a mix of exotic and native vegetation, including laurel oak and slash pines which will partially be mitigated for with new landscaping and partially thru payment to the tree replacement fund.

A Site Plan has been planned with 28 multi-family apartment flats within a two-story building. The property is much longer in width that it is in depth. This places site constraints on the property as it related to the usage of the front parking lot and the rear buffer area.

The applicant is requesting the following two (2) waivers from the City's Land Development Code:

1 . **Section 2.07.00 Density.** A RPUD with multi-family land use designation is permitted to have up to 15 units per acre. The applicant is requesting 28 units, or 20.6 units per acre. A density bonus of approximately 5 units per acre is requested, for the 28 1,281 square foot 3-bedroom apartments. The infill project received a previous minor site plan approval for 13 town home units and met all applicable code sections. However, the applicant desires to develop the property as an apartment flat style with one additional waiver to the northern transitional buffer (waiver request below). The applicant is providing 34% open space when the credit is given for the use of semi-pervious brick pavers. The applicant is exceeding the landscape requirement and is providing a bioswale within the transitional buffers. The site plan consists of 83% native, including native grasses, with the only non-native planting being Alexander and Sylvester Palm trees. The applicant is providing for new housing opportunities in a site that is currently an undeveloped infill lot. Staff recommends supporting the granting of the density bonus for this site.

2 . **Section 6.04.06. Land Use Transitions and Landscape Buffers**. The buffer width requirement for a two-story multi-family use adjacent to multi-family use is 30' along the rear side. The applicant is requesting a consistent 15' wide landscape buffer along the northern and eastern property lines, where the proposed multi-family use is abutting an existing multi-family community (Estates of Stuart), including a 6' high perimeter wall.

Within this zone, there is a proposed bioswale. The applicant is required to install 39 shade trees. The applicant is preserving, relocating or planting 49 shade trees, not including the Queen myrtle and palm trees as under story trees.

Additionally, staff recommends that that prior to City Commission approval, the applicant shall provide a signed architectural elevation and a revised site plan showing bike rack location, EV parking/infrastructure locations, and a double dumpster accepted by the City's Public Works Department.

Funding Source:
N/A

Recommended Action:
Motion to recommend approval of Ordinance 2457-2020

ATTACHMENTS:

	Description	Upload Date	Type
	A1. Ordinance 2457-2020	11/2/2020	DRAFT ORDINANCE
	A2. Site Plan	11/2/2020	Exhibit
	A3. Landscape Plan	11/2/2020	Exhibit
	A4. Boundary and Tree Survey	11/2/2020	Exhibit
	A5. Environmental Assessment	11/2/2020	Exhibit
	A6. Traffic Statement	11/2/2020	Exhibit
	A7. Concept Floor Plan and Architecture	11/2/2020	Exhibit
	B1. Staff Report	11/2/2020	Staff Report

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2457-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Jeremy LeMaster of MDL Holdings, LLC, for a 1.36 acre parcel of land located at PCN # 093841021000000200; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a rezoning to from R-3 to RPUD, and has also considered the recommendation of the City staff; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the approved RPUD; and

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

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

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

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for construction of amenities attached hereto as **Exhibit "C";**

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. Site Plan, Sheet 1 of 1, by Creech Consulting, Inc., dated 8.27.2020

b. Landscape Plan, Sheet 1 thru 3 of 3, by Eileen G Designs, Inc., dated 10.12.20

c. Floor Plan and Elevations, untitled and undated.

d. Boundary and Tree Survey, by GCY, Inc., dated June 2018

e. Hidden Key Environmental Assessment Report, prepared by EDC, Inc. dated November 2017.

f. Hidden Key Traffic Statement, prepared by Susan O'Rourke, dated 10.12.2020

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development, above.

SECTION 3: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

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

SECTION 5: 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 6: This ordinance shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 7: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

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

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

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

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

_____ By: _____

Print Name: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

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

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

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

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION

Lot 2, KANNER MINOR PLAT, according to the plat thereof, as recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

TOGETHER WITH an easement for common driveway/access over the North 16 feet of the South 110 feet of the West 564 feet of the North three-quarters of the West one-half of the Northwest one-quarter of the Southwest one-quarter of Section 9, Township 38 South, Range 41 East, less the right of way for State Road 76, as described in Official Records Book 1355, Page 1382, of the Public Records of Martin County, Florida.

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

EXHIBIT B – LOCATION MAP

EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Hidden Key Residential RPUD project and use thereof shall comply with the following drawings:

   a. **Site Plan, Sheet 1 of 1, by Creech Consulting, Inc., dated 8.27.2020**

   b. **Landscape Plan, Sheet 1 thru 3 of 3, by Eileen G Designs, Inc., dated 10.12.20**

   c. **Floor Plan and Elevations, untitled and undated. (Renderings to be provided; however, by final approval the applicant must provide elevations that have been signed by a registered architect)**

   d. **Boundary and Tree Survey, by GCY, Inc., dated June 2018**

   e. **Hidden Key Environmental Assessment Report, prepared by EDC, Inc. dated November 2017.**

   f. **Hidden Key Traffic Statement, prepared by Susan O'Rourke, dated 10.12.2020**

3. Any modifications to the Hidden Key RPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

4. Development of the Subject Property as a RPUD shall include an impervious area of no more than (50%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 2 stories. Height shall be measured from the lowest

permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.

5. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

6. 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.

7. Prior to City Commission approval, the applicant shall provide a site plan showing a bike rack location, EV parking space locations, and a double dumpster accepted by the City's Public Works Department.

Landscaping

8. The common areas including the projects community recreation areas and entry features shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

9. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

10. A landscape maintenance plan, executed in accordance with the Land Development Regulations, including protocols for the use of pesticides, shall be submitted to the Development Department and approved prior to the issuance of a vertical construction building permit.

11. Prior to Certificate of Occupancy, all prohibited exotics and invasive species shall be removed from the entire site.

Required Open Space and Native Preserve Area

12. RPUD shall maintain the open space as depicted on the Site Plan by **Creech Consulting, Inc**. as described in Exhibit C. Required open space may include native vegetation areas and landscape buffers between the RPUD and adjacent property.

13. The location of the native vegetation shall comply with the project's landscape plan, by **Eileen G Designs, Inc.** The project shall adhere to the Preserve area mitigation and monitoring plan (PAMP) provided to the City prior to vertical construction building permit approval. The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring Plan and permanent maintenance will be the responsibility of the Developer, their successors or assigned. The City's protocol for the use of pesticides shall be adhered to in the continual maintenance of the PAMP.

Tree Mitigation

14. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

Prior to Issuance of Site Permits

15. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

16. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

17. 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.

18. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

19. The Developer shall construct the project's infrastructure in one phase.

20. The Developer shall install landscaping at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit.

21. The property owner shall provide easements for licensed television services. Preserve area easements shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.

22. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

23. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

24. 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.

25. 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.

26. The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas/wetlands, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". The proposed dry retention shall have native grasses along the edges of the retention area are to become part of the stormwater filtration process.

27. Temporary or freestanding storage units are prohibited on the property once construction is complete.

28. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines, and private road shall be reviewed approved by the city's public works department and the city's engineering consultant prior to permitting.

29. Prior to final site plan approval, the applicant shall provide a designated parking space for mail pick-up.

30. Prior to Certificate of Occupancy, the applicant shall provide two (2) EV parking spaces at a level 2 charging rate with a dedicated branch circuit and overcurrent protection device, per space.

31. All roof-top mounted equipment, including air conditioners, shall be screened from public view.

Signage

32. All signs throughout the RPUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development.

HOA Requirements & Future Amendments

33. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental unless owner amends this restriction through a minor PUD amendment process.

34. Any applications to amend this Ordinance shall be limited to the Developer.

35. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the owners. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owners.

36. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	**January 1, 2023**
Final Certificate of Occupancy for all site and building improvements.	**January 1, 2024**

Allowable Uses

37. The following uses shall be permitted:
    a. Multi-Family Residential
    b. Home Occupations in accordance with the City's Land Development Code.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY CREECH CONSULTING, INC. SHALL BE WITHOUT LIABILITY TO CREECH CONSULTING, INC.

SITE DATA

TOTAL SITE AREA:	59,342 SF	1.36 ACRES	100%
EXISTING ZONING:	MULTIFAMILY/OFFICE		
FUTURE LAND USE:	OFFICE-RESIDENTIAL		
PARCEL CONTROL NUMBER	93841021000000200000		
PROPOSED ZONING:	RPUD		
PROPOSED/EXISTING USE:	MULTIFAMILY/VACANT		

OPEN SPACE

TOTAL OPEN SPACE			
PROVIDED	10,869 SF	0.25 ACRES	18%
PAVERS (CREDIT)	9,733 SF	0.22 ACRES	16%

SETBACKS

FRONT : 25 FEET SIDE : 15 FEET REAR : 20' REAR

PREVIOUS APPROVAL

KANNER ROW HOMES, 2012

IMPERVIOUS AREA

TOTAL DEVELOPED AREA			
BUILDING	19,978 SF	0.46 ACRES	34%
PAVERS (19,465 x 50%)	9,733 SF	0.22 ACRES	16%
CONCRETE/DUMPSTER	496 SF	0.01 ACRES	1%
PAVEMENT	1,838 SF	0.04 ACRES	3%
DRY DETENTION	7,611 SF	0.175 ACRES	13%

BUILDING DATA

TOTAL GROSS FLOOR AREA	19,978 SF 0.46 ACRES
TOTAL 28 UNITS	20.59 UNITS / ACRE
UNIT SIZE	1,286 SQUARE FEET
	0.607 F.A.R.
BUILDING HEIGHT	MAX 2 STORIES (3 STORIES MAX)

PARKING REQUIRED

2 SPACES PER UNIT = 56 SPACES
ADA = 2 SPACES

PARKING PROVIDED

REGULAR :	57 SPACES
HANDICAP:	2 SPACES
TOTAL	59 SPACES

ENGINEER
RICHARD CREECH, P.E./P.S.M.
CREECH CONSULTING INC.

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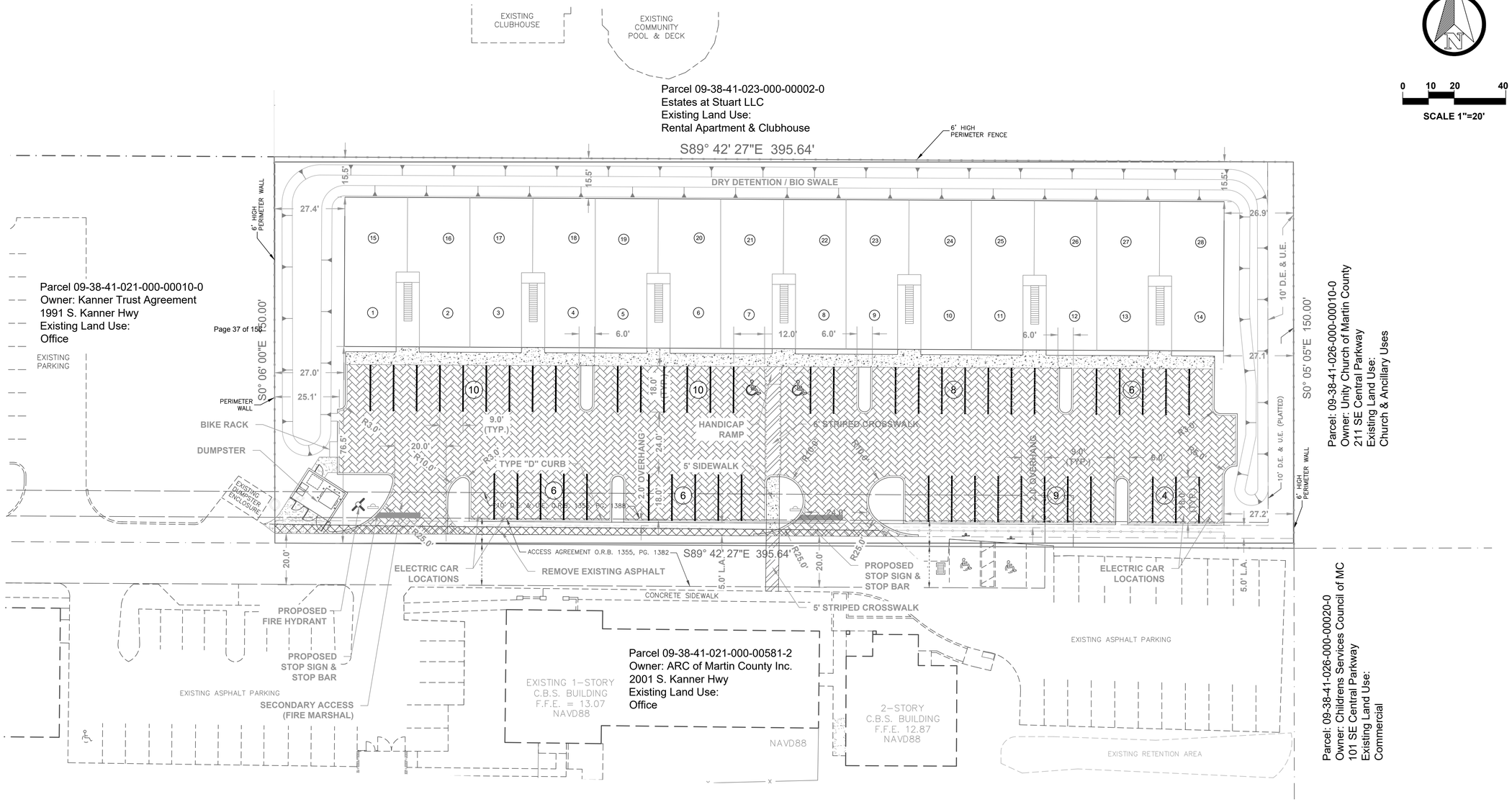
LOCATION MAP: NTS



0 10 20 40
SCALE 1"=20'

CREECH CONSULTING, INC
SITE DEVELOPMENT - PLANNING - ENGINEERING
1235 SE INDIAN STREET - SUITE 102
STUART, FL 34997
772.485.2140
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NUMBER 5139
PROFESSIONAL SURVEYORS AND MAPPERS AMENDED CERTIFICATE NO. LB-0006705

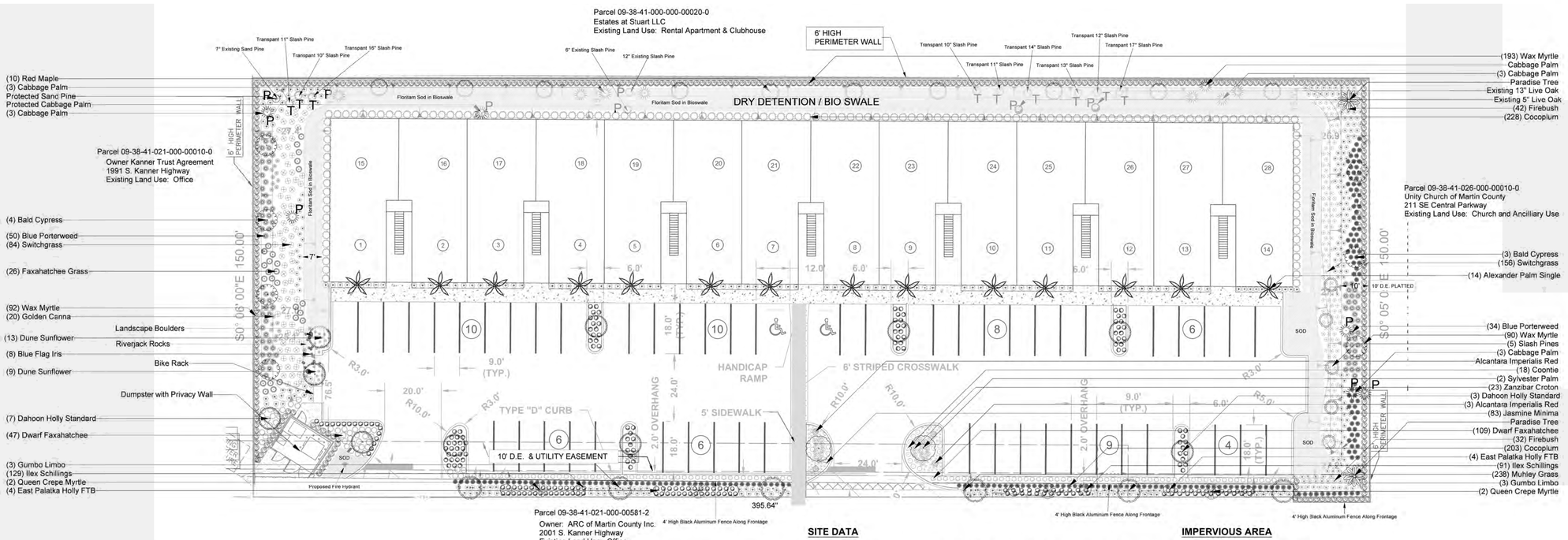
DATE	REVISION	INITIALS

PROJECT: HIDDEN KEY APARTMENTS
LOCATION: CITY of STUART

SHEET TITLE: SITE PLAN
PROJECT #: --
FILE:
DRAWN BY: DGP
DATE: 08/27/2020
SCALE: AS SHOWN

ENGINEER'S SEAL

SHEET 1 OF 1



KEY

P PROTECT NATIVE OAKS, PINES, PALMS
T TRANSPLANT SLASH PINES

NOTES:

10 Pallets Floritam Sod
65 sf 4-5" Riverjack Rocks
(6) 1' Landscape Boulders

CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE
59,342 - 19,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)

PROVIDED: 96 TOTAL TREES & PALMS, CREDIT FOR 81 TREES AND PALMS (2 PALMS = 1 TREE)
83% Native Trees & Palms

TREE REQUIREMENTS PER TREE MITIGATION PLAN
Need to Plant 96 Trees for Mitigation Purposes.
96 Required - 81 Provided = 15 Trees X .50 = 7.5 or 8 for Tree Fund Mitigation
See Tree Mitigation Plan for Tree Fund Calculation

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TOTAL 28 UNITS	20.59 UNITS / ACRE
UNIT SIZE	1,286 SQUARE FEET
	0.607 F.A.R.
BUILDING HEIGHT	MAX 2 STORIES (3 STORIES MAX)

LANDSCAPE NOTES

1. Encroachment into required bufferyards and landscaped areas by vehicles boats, mobile homes or trailers shall not be permitted, and required landscaped areas shall not be used for the storage or sale of material or products or the parking of vehicles and equipment.
2. Required landscaping shall be maintained so as to at all times present a healthy, neat and orderly appearance, free of refuse and debris. If vegatation which is required to be planted dies, it shall be replaced with equivalent vegetation. All trees for which credit was awarded and which subsequetly die shall be replaced by the requisite number of living trees according to the standards established in the Martin County Landscape Code.
3. All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance as needed and in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reestablishment of harmful exotic species within landscaping and preservation areas.
4. Regular landscape maintenance shall be provided for repair or replacement, where where necessary, or any screening or buffering required as shown on this plan. Regular landscape maintenance shall be provided for the repair or replacement of required walls, fences or structures to a structurally sound condition as shown on this plan.
5. The property owner is responsible for replacin any required landscaping in easement areas that may be disturbed by future maintenance.
6. All prohibited species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
7. Mulch material to a minimum compacted depth of 3" will be provided for all planting areas when used to supplement ground cover.
8. The use of Cypress mulch is prohibited in all landscaped areas.
9. Irrigation source is county water and irrigation plans will be provided when construction documents are submitted.

PLANT SCHEDULE

Symbol	Qty	Common	Botanical	Size
	4	Alcantara imperialis Red	Alcantara Imperialis	36" x 36"
	14	Alexander Palm	Ptychosperma elegans	14' c.t.
	7	Bald Cypress	Taxodium distichum	65g., 12-14' Ht., 8' Spd., 4" Cal.
	8	Blue Flag Iris	Iris virginica	1g., 12" Ht., 12" Spd.
	84	Blue Porterweed	Stachytarpheta jamaicensis	20" Ht., 20" Spd.
	7	Cabbage Palm	Sabel Palm	14' c.t.
	7	Cabbage Palm	Sabel Palm	Existing 20'
	150	Cocoplum	Chrysobalanus icaco	36" Ht., 30" Spd.
	203	Cocoplum	Chrysobalanus icaco	3g., 24" Ht., 12" Spd.
	18	Coontie	Zamia Pumila	24" Ht., 24" Spd.
	10	Dahoon Holly Standard	Ilex cassine	16' Ht., 5-6' Spd., 4.5" Cal.
	22	Dune Sunflower	Helianthus debilis	#1
	156	Dwarf Faxahatchee	Tripsacum floridana	3g., 24" Ht., 20" Spd.
	8	East Palatka Holly FTB	Ilex attenuata 'East Palatka'	45g. 12' Ht., 3-4' Spd., 3" Cal.
	26	Faxahatchee Grass	tripsacum dactyloides	1g., 12" Ht., 6" Spd.
	74	Firebush	Hamelia patens	3g., 20" Ht., 20" Spd.
	20	Golden Canna	Canna flaccida	1g., 18" Ht., 18" Spd.
	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18' Ht., 8' Spd., 4.5" Cal.
	220	Ilex Schillings	Ilex Vomitoria 'Schilling Dwarf	3g., 20" Ht., 12" Spd.
	87	Jasmine Minima	Trachelospermum asiaticum 'Minima'	1 gal
	1	Live Oak	Quercus Virginiana	13" Existing
	1	Live Oak	Quercus Virginiana	5" Existing
	23	Mami Croton	Codiaeum variegatum 'Mami'	36" Ht., 24" Spd.
	233	Muhley Grass	Muhlenbergia capillaris	1g., 12" Ht., 8" Spd.
	2	Paradise Tree	Simarouba glauca	14'-16' Ht., 6' Spd., 4-4.5" Cal.
	4	Queen Crepe Myrtle	Lagerstroemia speciosa	45g., 14'-16' Ht., 5-6' Spd., 4" Cal.
	10	Red Maple	Acer Rubrim	45g., 14' Ht., 6' Spd., 4"-4.5" Cal.
	1	Sand Pine	Pinus clausa	Existing 7"
	2	Slash Pine	Pinus elliottii	10" Transplant
	2	Slash Pine	Pinus elliottii	11" Transplant
	1	Slash Pine	Pinus elliottii	12" Existing
	1	Slash Pine	Pinus elliottii	12" Transplant
	5	Slash Pine	Pinus elliottii	12' Ht., 3' Spd., 2.5" Cal.
	1	Slash Pine	Pinus elliottii	13" Transplant
	1	Slash Pine	Pinus elliottii	14" Transplant
	1	Slash Pine	Pinus elliottii	16" Transplant
	1	Slash Pine	Pinus elliottii	17" Transplant
	1	Slash Pine	Pinus elliottii	6" Existing
	240	Switchgrass	Panicum virgatum	12" Ht., 12" Spd.
	2	Sylvester Palm	Phoenix sylvestris	14' c.t., B & B, Pineapple Cut
	104	Trinette	Schefflera arboricola 'Variegata'	7g., 36" Ht., 24" Spd.
	375	Wax Myrtle	Myrica cerifera	3g., 24" Ht., 12" Spd.

TREES PROVIDED

Native	Qty	Credits Given	Common	Botanical	Size
NO	14	7	Alexander Palms Triple	Ptychosperma elegans	14' c.t.
YES	7	7	Bald Cypress	Taxodium distichum	14-16' Ht., 6' Spd., 4.5" Cal.
YES	7	2.5	Cabbage Palm	Sabel Palm	12-18' OA, Staggered
YES	7	3.5	Cabbage Palm	Sabel Palm	Existing Protected
YES	10	10	Dahoon Holly	Ilex Cassine	12' Ht., 4' Spd., 2.5" Cal.
YES	8	8	East Palatka Holly	Ilex Attenuata	12' Ht., 4-5' Spd., FTB
YES	6	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18' Ht., 8' Spd., 4.5" Cal.
YES	2	2	Live Oak	Quercus Virginiana	Existing 5" & 13" (Protected)
YES	2	2	Paradise Tree	Simarouba Glauca	14-16' Ht., 6' Spd., 4.5" Cal.
YES	4	4	Queen Myrtle	Lagerstroemia Speciosa	14'-16' Ht., 5-6' Spd., 4.5" Cal.
YES	10	10	Red Maple	Acer Rubrum	14-16' Ht., 5-6' Spd., 4.5" Cal
YES	1	1	Sand Pine	Pinus Clausa	Existing 7" Protected
YES	2	2	Slash Pine	Pinus Elliotti	Existing, 6" & 12"
YES	9	9	Slash Pine	Pinus Elliotti	Existing 10"-17", Transplant
YES	5	5	Slash Pine	Pinus Elliotti	12' Ht., 2-3' Spd., 2.5" Cal.
NO	2	2	Sylvester Palm	Phoenix Sylvestris	14' c.t., B & B, Pineapple Cut
Total	96	81			
Native	80	83%			
Not Native	16	17%			
Total	96	100%			

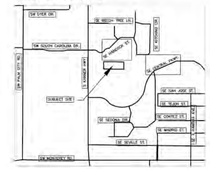
CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE
59,342 - 19,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)

PROVIDED: 96 TOTAL TREES & PALMS, CREDIT FOR 81 TREES AND PALMS (2 PALMS = 1 TREE)
83% Native Trees & Palms

Key / Location:

EILEEN G DESIGNS
LANDSCAPE DESIGN
1650 SW Prosperity Way
Palm City, FL 34990
772-260-0305
EileenGDesigns.com

LOCATION MAP: NTS



HIDDEN KEY APARTMENTS

Martin County, Florida

LANDSCAPE PLAN

Date	By	Description
10/12/20	E.G.	

N

Sheet 1 of 3

SEAL

JUSTIFICATION STATEMENT FOR REMOVAL OF PROTECTED TREES

PER 4.666.C4.C - Trees removed in the storm water management areas due to essential grade changes needed to implement safety standars common to standard engineering or architectural practices, and reference to a text where such standards are found shall be required.

PER 4.666.C4.D - Trees removed due to location of driveways, buildings or other permanent improvements where there is no other alternative or to provide access.

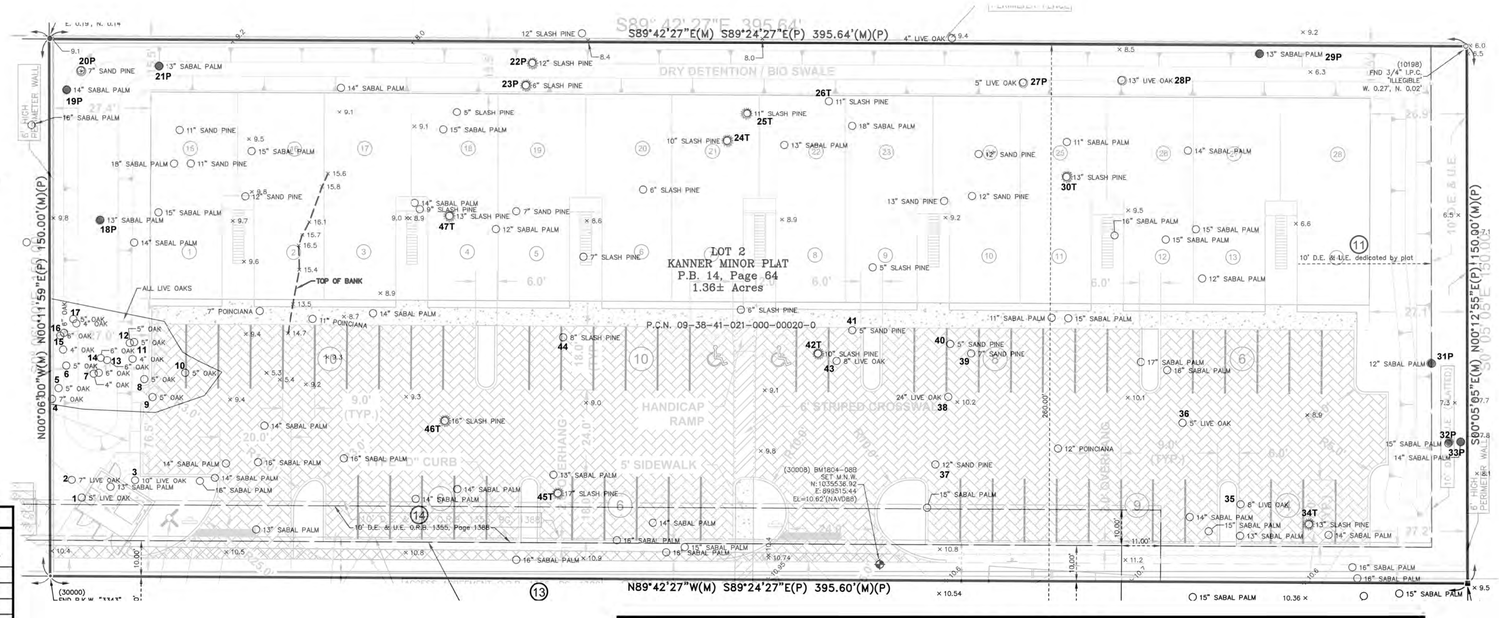
KEY

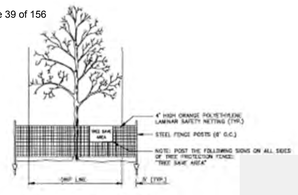
P = Protected Tree

T = Transplanted Tree

EXISTING TREE REMOVAL LIST

TREE #	DBH REMOVED	SPECIES	ACTION	REPLACEMENT CREDITS REQUIRED
1	5"	Live Oak	Remove	12.5
2	7"	Live Oak	Remove	17.5
3	10"	Live Oak	Remove	25
4	7"	Live Oak	Remove	17.5
5	5"	Live Oak	Remove	12.5
6	5"	Live Oak	Remove	12.5
7	6"	Live Oak	Remove	15
8	5"	Live Oak	Remove	12.5
9	5"	Live Oak	Remove	12.5
10	5"	Live Oak	Remove	12.5
11	5"	Live Oak	Remove	12.5
12	5"	Live Oak	Remove	12.5
13	6"	Live Oak	Remove	15
14	6"	Live Oak	Remove	15
15	6"	Live Oak	Remove	15
16	6"	Live Oak	Remove	15
17	5"	Live Oak	Remove	12.5
18	20'	Sabel Palm	Protect	0
19	20'	Sabel Palm	Protect	0
20	7"	Sand Pine	Protect	-3
21	20'	Sabel Palm	Protect	0
22	12"	Slash Pine	Protect	-7.5
23	6"	Slash Pine	Protect	0
24	10"	Slash Pine	Transplant	-5.5
25	11"	Slash Pine	Transplant	-6.5
26	11"	Slash Pine	Transplant	-6.5
27	5"	Live Oak	Protect	-12.5
28	13"	Live Oak	Protect	-8.5
29	20'	Sabel Palm	Protect	0
30	13"	Slash Pine	Transplant	-8.5
31	20'	Sabel Palm	Protect	0
32	20'	Sabel Palm	Protect	0
33	20'	Sabel Palm	Protect	0
34	13"	Slash Pine	Transplant	-8.5
35	8"	Live Oak	Remove	20
36	5"	Live Oak	Remove	12.5
37	12"	Sand Pine	Remove	30
38	24"	Live Oak	Remove	60
39	7"	Sand Pine	Remove	17.5
40	5"	Sand Pine	Remove	12.5
41	5"	Sand Pine	Remove	12.5
42	10"	Slash Pine	Transplant	-3.5
43	8"	Live Oak	Remove	20
44	8"	Slash Pine	Remove	12
45	17"	Slash Pine	Transplant	-12.5
46	16"	Slash Pine	Transplant	-11.5
47	13"	Slash Pine	Transplant	-8
	26 Native Trees Removed.			394.5
	7 Sabel Palms Protected			
	9 Slash Pines 10" or Greater Transplanted.			
	5 Native Trees 4.5" or Greater Protected.			
Oak/Sand Pine Mitigation: 173 x 2.5 = 432.5 Inches / 4.5" = 96 Trees				
Slash Pine Mitigation: 8 x 1.5 = 12 Inches / 2.5" = 5 Trees				





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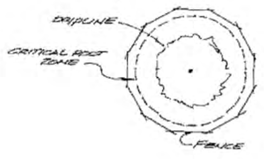
Tree Barricades for Protected Trees*

During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be no trenching or cutting of roots; no fill, compaction or removal of soil; and , no useof concrete, paint, chemicals or other foreign substances.

Barricades must be constructed around the critical protection zone of each tree or cluster of trees. These barricades must be constructed of a minimum of one-fourth-inch diameter rope which is yellow or orange in color and made of nylon or poly. The rope is to be attached to a minimum oftwo × two wooden poles, iron rebar, two inches or greater PVC pipe or other material with prior approval of the Growth Management Department. The rope must be a minimum of four feet off the ground and may not be attached to any vegetation. All barricades must be maintained intact for the duration of construction. The location of proposed development activities that are within15 feet of the critical protection zone of a protected tree must be located using brightly colored flagging to indicate corners.



TREES PROVIDED

Native	Qty	Credits Given	Common	Botanical	Size
NO	14	7	Alexander Palms Triple	Ptychosperma elegans	14' c.t.
YES	7	7	Bald Cypress	Taxodium distichum	14-16' Ht., 6' Spd., 4.5" Cal.
YES	7	2.5	Cabbage Palm	Sabel Palm	12-18' OA, Staggered
YES	7	3.5	Cabbage Palm	Sabel Palm	Existing Protected
YES	10	10	Dahoon Holly	Ilex Cassine	12' Ht., 4' Spd., 2.5" Cal.
YES	8	8	East Palatka Holly	Ilex Attenuata	12' Ht., 4-5' Spd., FTB
YES	6	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18' Ht., 8' Spd., 4.5" Cal.
YES	2	2	Live Oak	Quercus Virginiana	Existing 5" & 13" (Protected)
YES	2	2	Paradise Tree	Simarouba Glauca	14-16' Ht., 6' Spd., 4.5" Cal.
YES	4	4	Queen Myrtle	Lagerstroemia Speciosa	14'-16' Ht., 5-6' Spd., 4.5" Cal.
YES	10	10	Red Maple	Acer Rubrum	14-16' Ht., 5-6' Spd., 4.5" Cal
YES	1	1	Sand Pine	Pinus Clausa	Existing 7" Protected
YES	2	2	Slash Pine	Pinus Elliotti	Existing, 6" & 12"
YES	9	9	Slash Pine	Pinus Elliotti	Existing 10"-17", Transplant
YES	5	5	Slash Pine	Pinus Elliotti	12' Ht., 2-3' Spd., 2.5" Cal.
NO	2	2	Sylvester Palm	Phoenix Sylvestris	14' c.t., B & B, Pineapple Cut
Total	96	81			
Native	80	83%			
Not Native	16	17%			
Total	96	100%			

CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE
59,342 - 19,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)

PROVIDED: 96 TOTAL TREES & PALMS, CREDIT FOR 81 TREES AND PALMS (2 PALMS = 1 TREE)
83% Native Trees & Palms

TREE MITIGATION DATA:

TOTAL INCHES FOR SPECIMAN TREES 4.5" AND ABOVE	MITIGATION FORMULA	TOTAL # INCHES TO BE REPLACED	/ MINIMUM SIZE TO REPLACE 4.5"	TOTAL # TREES TO PLANT	X 50% MITIGATION FOR TREE FUND	x 175% OF PLANTFINDER WHOLESALE	TOTAL AMOUNT FOR TREE FUND
173	2.5	432.5	4.5	96	15 x.50 = 7.5 or 8	$850 x 8 = $6,800	$6,800
Credit for 81 Trees on Landscape Plan. 96 Required Mitigation Trees - 81 trees credited = 15 Trees toward Tree Fund							
TOTAL INCHES FOR SLASH PINES	MITIGATION FORMULA	TOTAL # INCHES TO BE REPLACED	/ MINIMUM SIZE TO REPLACE 2.5"	TOTAL # TREES TO PLANT	X 50% MITIGATION FOR TREE FUND	x 175% OF PLANTFINDER WHOLESALE	TOTAL AMOUNT FOR TREE FUND
8	1.5	12	2.5	5			$0

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LOCATION MAP: NTS

HIDDEN KEY APARTMENTS

Martin County, Florida

TREE REMOVAL/MITIGATION PLAN

Date	By	Description
10/12/20	EG	

N

Sheet 2 of 3

SEAL

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Lanscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully cuthorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or chanqes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guranteeing of plant material shall be construed to mean complete and immediate replacement with plant materia of the same variety, type, size, quality and grade as that of the orig nally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately restace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and shore subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons (including the Owner) to avoid property damage. Adequate warning devices shall be placed and maintained curing the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.) .

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jusidiction.

PART 3: EXECUTION

3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfers with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressec two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all treess larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating al bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The soc shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance cnd conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plan: at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

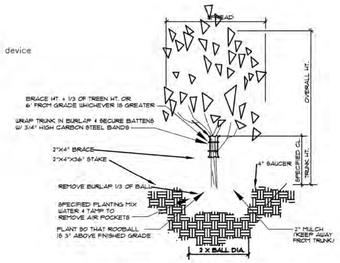
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

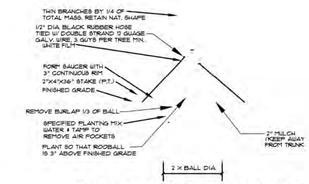
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

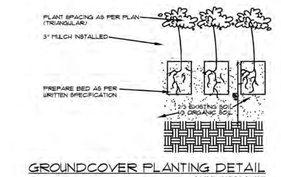
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



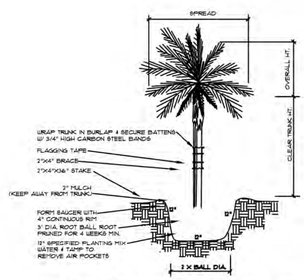
LARGE TREE PLANTING & STAKING
SCALE: NOT TO SCALE



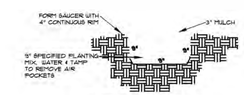
SMALL TREE PLANTING & GUYING
SCALE: NOT TO SCALE



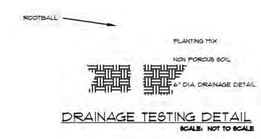
GROUNDCOVER PLANTING DETAIL
SCALE: NOT TO SCALE



PALM PLANTING - ANGLE STAKE
SCALE: NOT TO SCALE



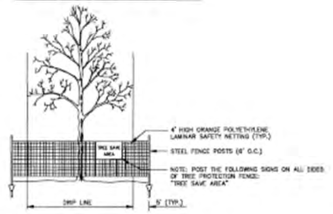
SHRUB PLANTING
SCALE: NOT TO SCALE



DRAINAGE TESTING DETAIL
SCALE: NOT TO SCALE

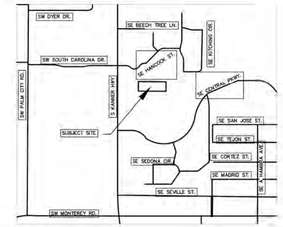
BRACING DETAIL
SCALE: NOT TO SCALE

TREE PROTECTION DETAIL



EILEEN G DESIGNS
LANDSCAPE DESIGN
1650 SW Prosperity Way
Palm City, FL 34990
772-260-0305
EileenGDesigns.com

Key / Location:



Hidden Key Apartments

Martin County, Florida

NOTES & DETAILS

Date	By	Description
10/12/20	E.G.	

N

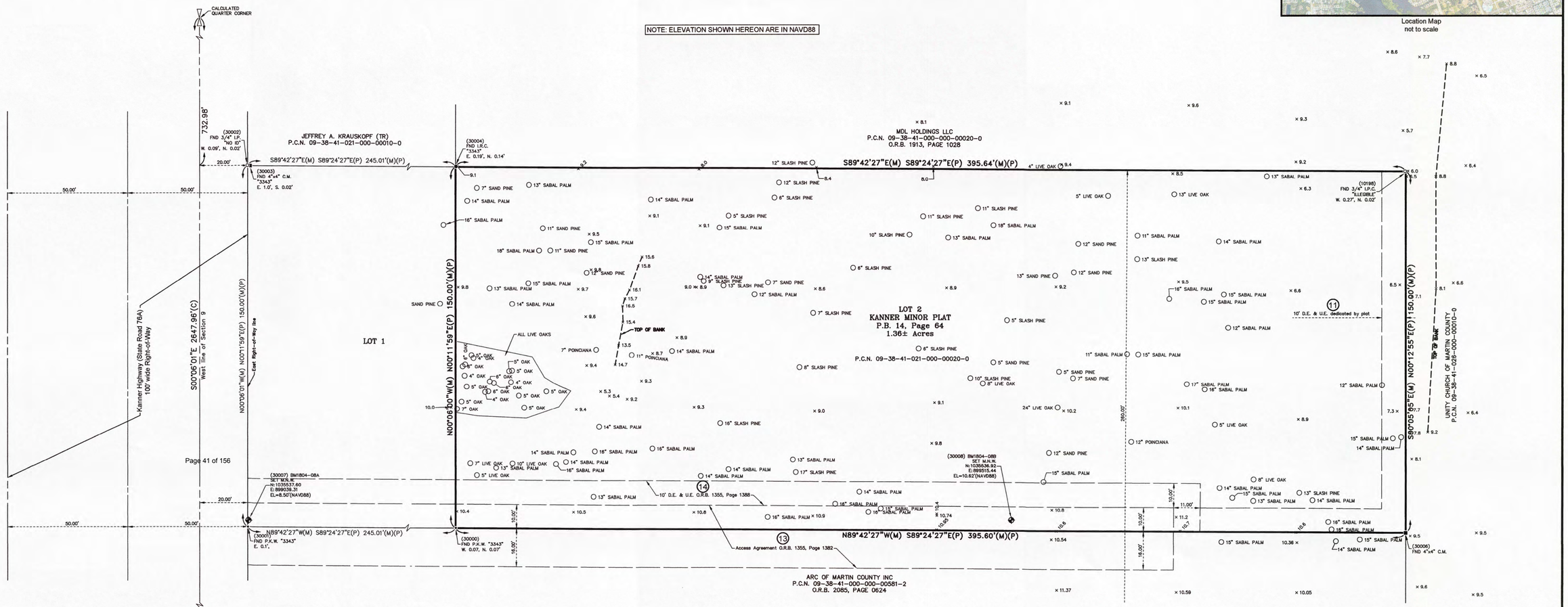
Sheet
3 of 3

SEAL

Boundary Survey for: Medalist Building Group

Section 9, Township 38 South, Range 41 East,
City of Stuart, Martin County, Florida

Location Map
not to scale



Drawing Name: Kanner Minor Lot 2 Bnd

Page(s): 7-9 & 17-19

Field Book(s): 1804

LEGAL DESCRIPTION

Lot 2, KANNER MINOR PLAT, according to the plat thereof, as recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

TOGETHER WITH an easement for common driveway/access over the North 16 feet of the South 110 feet of the West 564 feet of the North three-quarters of the West one-half of the Northwest one-quarter of the Southwest one-quarter of Section 9, Township 38 South, Range 41 East, less the right of way for State Road 76, as described in Official Records Book 1355, Page 1382, of the Public Records of Martin County, Florida.

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

GRAPHIC SCALE
20 0 20 40
(IN FEET)
Intended display scale:
1 inch = 20 feet

LEGEND

P.C.N.	= PARCEL CONTROL NUMBER
O.R.B.	= OFFICIAL RECORDS BOOK
I.R.	= IRON ROD
I.R.C.	= IRON ROD AND CAP
I.P.C.	= IRON PIPE AND CAP
C.M.	= CONCRETE MONUMENT
M.N.W.	= MAG NAIL AND WASHER
x10.0	= SPOT ELEVATION
(M)	= MEASURED
(P)	= PLAT
(C)	= CALCULATED
12" OAK	= TREE TYPE AND SIZE
(12)	= TITLE EXCEPTION

SURVEYOR'S NOTES

1. Bearings shown hereon are referenced to East Right-of-Way line of Kanner Highway (S.R. 76), having a bearing of North 00°06'00" West and all others are relative thereto.
2. All visible above ground improvements have been located.
3. There has been no attempt to locate any underground utilities or improvements.
4. This property is located in Flood Zone "OTHER AREAS", "ZONE X" & "ZONE D" according to Flood Insurance Rate Map Community Panel No. 12085C0142G, dated March 16, 2015.
5. Additions and or deletions to this survey by other than the signing party (or parties) is prohibited without the written consent of the signing party (or parties).
6. Coordinates shown hereon are referenced to the State Plane Coordinate System, Florida East Zone, North American Datum 1983, adjustment of 2011 and are further referenced to the TRIMBLE VRSNOW Real-Time Network as verified by repeated ties to various NGS Horizontal Control Points located in the vicinity of the project.
7. All elevations shown hereon are in feet and referenced to the North American Vertical Datum 1988, and based on a Martin County Benchmark designated "M.C. BENCHMARK 76-026", having an elevation of 8.01 feet.
8. I have reviewed the Old Republic National Title Insurance Company, issued by Old Republic National Title Insurance Company, commitment for title insurance, Agent's File Number S-18113, effective date of October 27, 2017 @ 12:00 a.m., with regards to Schedule B, Section II Exceptions that are matters of survey and have the following comments:

Exception 11 - Restrictions, reservations, covenants, easements and conditions as per plat as recorded in Plat Book 14, Page 64, Public records of Martin County, Florida. Affects subject property as shown on survey.

Exception 12 - Sewer Lift Station Agreement as recorded in Official Records Book 1913, Page 1050, of the Public Records of Martin County, Florida.

Exception 13 - Access Agreement as recorded in Official Records Book 1355, Page 1382, of the Public records of Martin County, Florida. Affects subject property as shown on survey.

Exception 14 - Easement as recorded in Official Records Book 1355, Page 1388, of the Public Records of Martin County, Florida. Affects subject property as shown on survey.

No.	Revisions	Date	By

CERTIFIED TO:
MEDALIST BUILDING GROUP

Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Survey of the property shown and described hereon was completed under my direction and said Survey is true and correct to the best of my knowledge and belief.

I further certify that this Survey meets the Standards of Practice for Surveyors set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. No search of the Public Records has been made by this office. The Survey is based on information furnished by client or client's representative.

6/26/2018
Date of Survey

Peter Andersen
Professional Survey and Mapper
Florida Certificate No. 5199

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCYINC.COM

BOUNDARY SURVEY FOR:
Medalist Building Group
MARTIN COUNTY FLORIDA

Scale:	Date:	File & Drawing No:
1"=20'	June 2018	17-1001-06
Drawn By:	Checked By:	Sheet
M.F.M.	P.A.	1 of 1

COPYRIGHT © 2017 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Medalist Kanner Highway

Parcel ID number: 09-38-41-021-000-00020-0

Environmental Assessment

Prepared For:

Medalist Building Group

Prepared By:

10250 SW Village Parkway, Suite 201,
Port St Lucie, FL 34987
772-223-5200

©EDC, Inc.
November 2017

The following environmental assessment report has been prepared in accordance with the City of Stuart Development Review Division and previsions of the state of Florida. The property is located within Section 9, Township 38 South, and Range 41 East unincorporated Martin County Florida. The parcel is listed by the Martin County Property Appraiser as Parcel ID number: 09-38-41-021-000-00020-0 and totals approximately 1.3623 acres. The parcel is located along the east side of S Kanner Highway, north of SE Central Parkway and south of SE Hancock Street, Stuart, Florida. The following report details the findings of our on-site investigation as it pertains to the City of Stuart and the State of Florida.

VEGETATION:

The composition of the vegetation is a mixture of native, exotic and nuisance species. Species observed during the site reconnaissance included the following:

Muscadine Grape (*Vitis rotundifolia*)
Cabbage palm (*Sabal palmetto*)
Laurel Oak (*Quercus laurifolia*)
Slash Pine (*Pinus elliottii*)
Brazilian pepper (*Schinus terbinthifolius*)
Ear Leaf Acacia (*Acacia auriculiformis*)
Napier Grass (*Pennistem purpurem*)
Umbrella Tree (*Schefflera actinophylla*)

WILDLIFE EVALUATION:

On November 16th, 2017, EDC, Inc. Environmental Division conducted pedestrian transects across the property to investigate for the presence of listed flora and fauna, including gopher tortoise burrows. During the pedestrian transects of the property, no gopher tortoise burrows or other listed plant or animal species were observed.

SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey online database, the soil types identified on this parcel are not associated with hydric soil characteristics. The soils are described below:

Arents, 0 to 2 percent slopes - Arents are nearly level and ranges from somewhat poorly drained to moderately well drained. The soil consists of fill material that were excavated and spread over the surface of wet mineral soils. The mixed fill layer is typically 20 to 50 inches thick. The water table is below a depth of 30 inches for most of the year. Organic matter and thus the agricultural potential for this soil is low.

Jonathan Sand, 0 to 5 percent slopes - This soil is a nearly level to gently sloping, moderately drained soil in elevated ridges in the flatwoods. It is often located within the eastern portion of Martin County. The water table is typically at a depth of 40 to 60 inches for 1 to 4 months during wet seasons, and below a depth of 60 inches for most of the rest of the year. The surface layer is typically dark gray sand about 5 inches thick. Natural vegetation includes slash pine, saw palmetto, scrub oak, gallberry, fetterbush, running oak, gopher apple, grass leaf, gold astor, cacti and scattered sprigs of pineland threeawn and other grasses. This soil is not suitable for cultivated crops due to the doughtiness and sandy texture. The soil is suitable to citrus and low for the commercial production of pine trees.

WETLAND DELINEATION:
Based on the State definition of a wetland, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were not observed during field reconnaissance. In our professional opinion, this property does not include State and Federal jurisdictional wetland areas on the site.

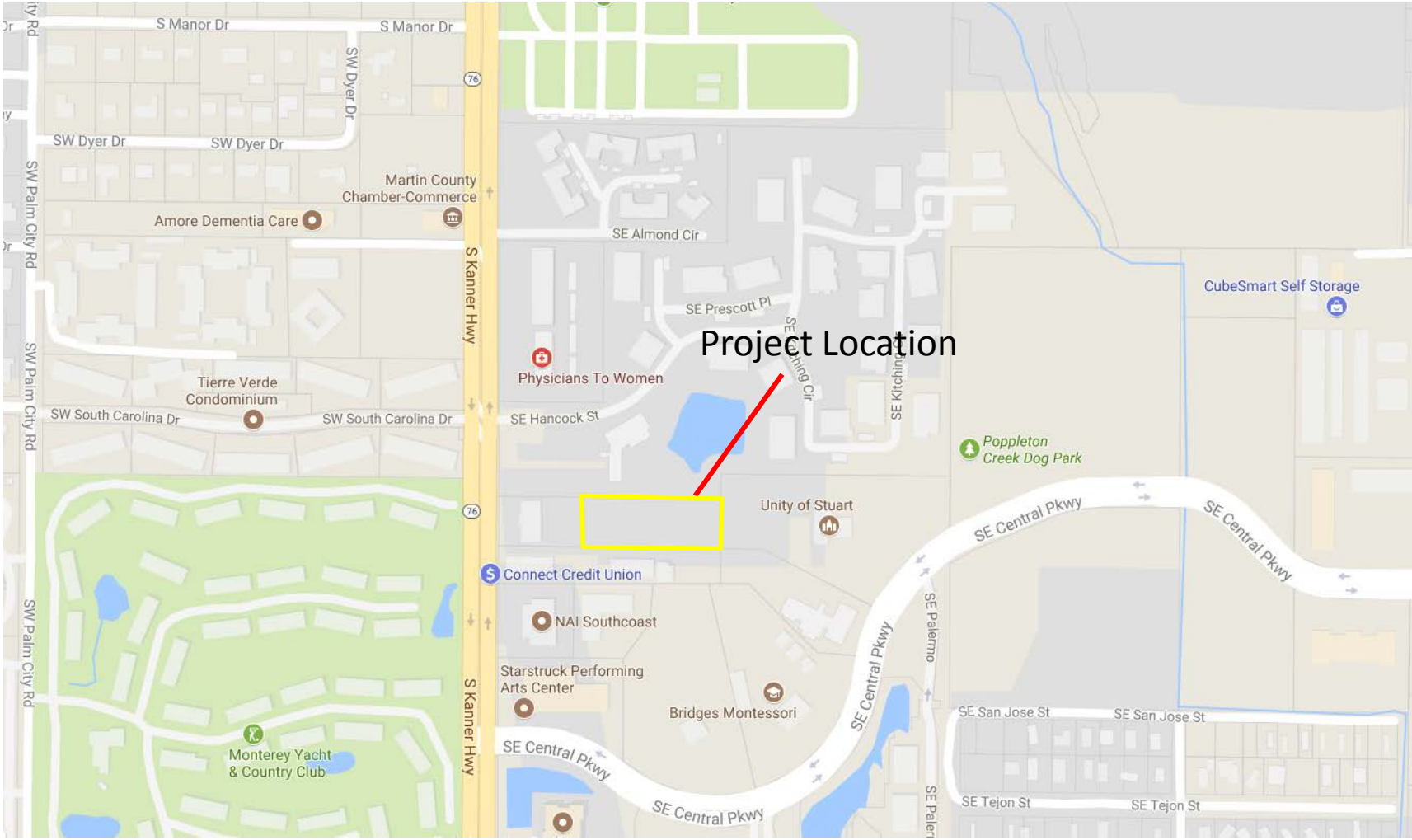
NATIVE HABITAT
The review conducted by EDC, Inc. found native species on site in this upland habitat, however the dense exotic content (**Brazilian Pepper**) on site leads to the conclusion there is not native habitat on site as defined by the Florida Natural Areas Inventory (FNAI) and Department of Transportation (DOT) Florida Land Uses Cover Classification System (FLUCCS). It is the professional opinion of EDC, Inc. Consultants Inc. that native upland habitat does not exist on the property. The property contains native and dense exotic plant species (**Brazilian Pepper -FLUCCS 422**) and does not fit into the native upland habitat, which requires preservation.

CITY REQUIREMENTS
This property does not contain native upland habitat and is not subject to City of Stuart Chapter 5 preservation and avoidance requirements.

LAND USE RECORDS
According to the Martin County Property Appraiser's Report, the subject property has a land use code of 1000, vacant commercial.

SUMMARY:
Based on City requirements, EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any listed plant or animal species. No State or Federal listed species were observed on the property. Native habitat associations were not determined to exist on the property due to the dense amounts of exotic vegetation present (**Brazilian Pepper- 422**). It is the professional opinion of EDC, Inc. that there are State and Federal jurisdictional wetlands not present on the site.

North



CROSSROADS ENVIRONMENTAL
A DIVISION OF EDC
Engineers & Surveyors

LOCATION MAP

Section: 9, Township 38 , Range 41	Location:	Date: 11/15/2017
Project: Medalist Kanner Highway	City: Stuart County: Martin County	Source: Google Maps

North

CROSSROADS ENVIRONMENTAL
A DIVISION OF EDC
Engineers & Surveyors

AERIAL MAP

Section: 9, Township 38 , Range 41	Location:	Date: 11/15/2017
Project: Medalist Kanner Highway	City: Stuart County: Martin County	

Map Unit Legend

Martin County, Florida (FL085)

Martin County, Florida (FL085)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36	Arents, 0 to 2 percent slopes	0.4	31.8%
41	Jonathan sand, 0 to 5 percent slopes	0.8	68.2%
Totals for Area of Interest		**1.2**	**100.0%**

CROSSROADS ENVIRONMENTAL
A DIVISION OF EDC
Engineers & Surveyors

SOILS MAP

Section: 9, Township 38 , Range 41	Location:	Date: 11/15/2017
Project: Medalist Kanner Highway	City: Stuart County: Martin County	

O'ROURKE
ENGINEERING & PLANNING

October 12, 2020

Mr. Richard T. Creech
Creech Consulting, Inc.
PO Box 327
Stuart, FL 34995

Re: Hidden Key

Dear Mr. Creech:

O'Rourke Engineering & Planning has completed the traffic analysis for the proposed residential development consisting of 28 multifamily residential dwelling units. The steps in the analysis and the ensuing results are presented herein.

For projects with less than 20 peak hour trips, only a limited traffic statement is required.

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed residential development located east of Kanner Highway (SR-76) along a shared access road south of SE Hancock Place. **Attachment A** includes the project site plan. The purpose of this analysis is to determine the impact of the development on the roadway.

PROJECT DESCRIPTION

Hidden Key is located on the east side of Kanner Highway (SR-76) south of SE Hancock Street in Martin County. The development consists of 28 multifamily dwelling units. The project will take access off a shared roadway/access driveway with a right-in/right-out on Kanner Highway. The project is expected to be built out by 2022.

Trip Generation — Multifamily Residential (Low-Rise) rates from the ITE Trip Generation 10th Edition were applied to the 28 multifamily residential units.

The trip generation of the site is summarized in **Attachment B.**

As shown, the project will generate 14 AM peak hour trips with 3 in and 11 out and 19 PM peak hour trips with 12 in and 7 out.

PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT

The project traffic was assigned as 100% northbound on Kanner Highway based on the right-in/right-out access at Kanner Highway with an ultimate distribution of 55% north and 45% south.

To determine the project impact in 2022, the existing counts, capacity and growth rates were taken from the Martin County 2019 Roadway Level of Service Report. The table summary is included as **Attachment C.** As shown, Kanner Highway will operate at an acceptable LOS at buildout.

The applicable pages from the Martin County 2019 Roadway Level of Service Report are included in Attachment C.

DRIVEWAY VOLUMES

The project will have immediate access to a shared roadway/drive immediately south of the project. That roadway has a right-in/right-out access onto Kanner Highway (SR-76). The driveway volumes are included in **Attachment D**. The driveway will accommodate the minor increase in traffic.

CONCURRENCY REVIEW/ CONCLUSION

The Hidden Keys development will have a traffic impact of 14 AM peak hour trips with 3 in and 11 out and 19 PM peak hour trips with 12 in and 7 out. These trips will not cause levels of service to fall below acceptable levels in the future. Given the traffic is less than 20 peak hour trips, the project does not require additional analysis and is deemed to be consistent with city transportation concurrency requirements.

It has been a pleasure working with you.

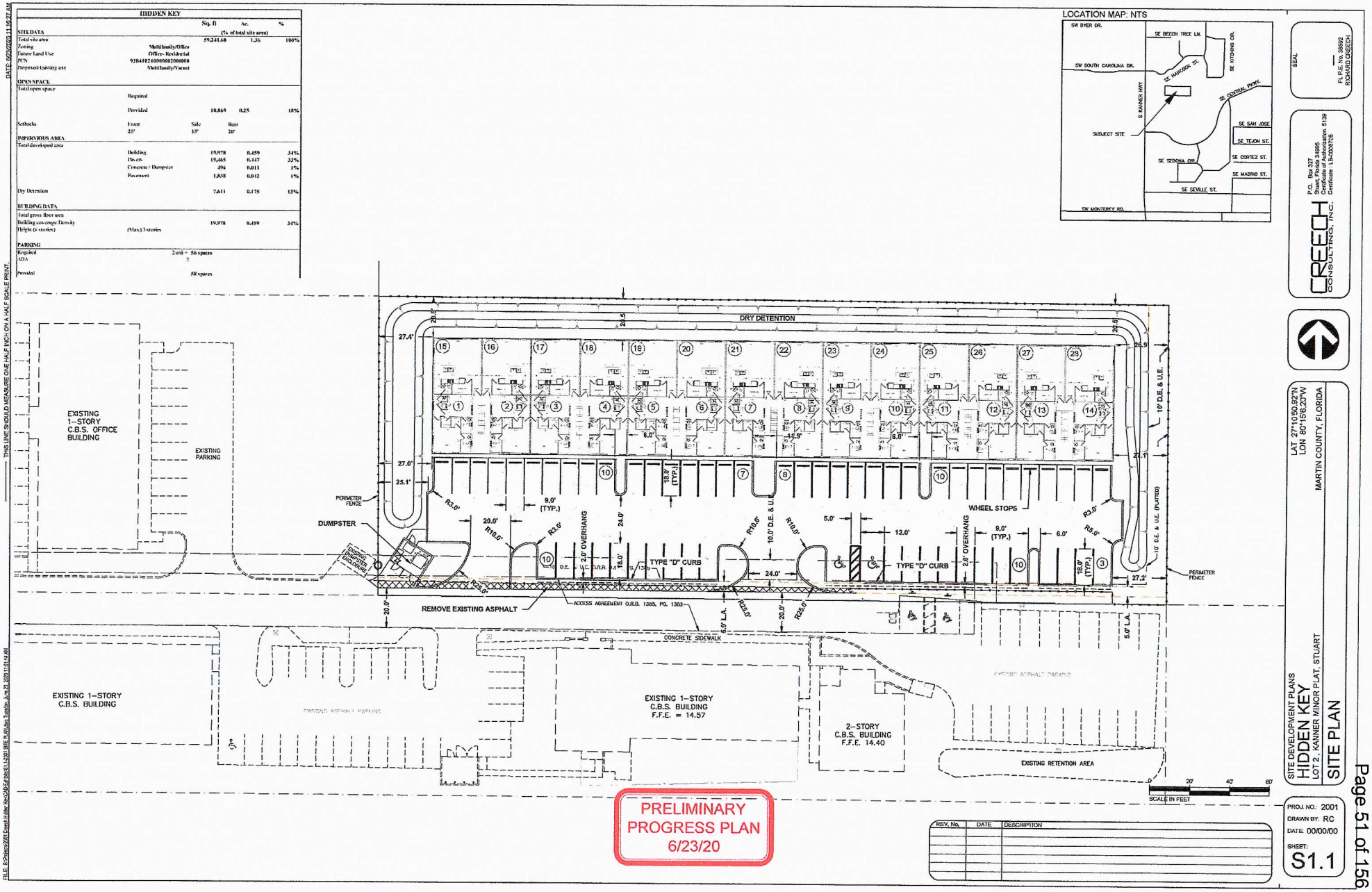
Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING

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

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 10/12/2020 License #: 42684

ATTACHMENT A

Site Plan


HIDDEN KEY
SITE DATA
Total site area
Zoning
Future Land Use
PCN
Proposed/existing use
OPEN SPACE
Total open space
Required
Provided
Setbacks
IMPERVIOUS AREA
Total developed area
Building
Pavers
Concrete / Dumpster
Pavement
Dry Detention
BUILDING DATA
Total gross floor area
Building coverage/Density
Height (# stories)
PARKING
Required
ADA
Provided
LOCATION MAP: NTS
SW DYER DR.
SE BEECH TREE LN.
SE KITSANG DR.
SW SOUTH CAROLINA DR.
SE HANCOCK ST.
S KANNER HWY
SE OSCEOLA PKWY.
SUBJECT SITE
SE SAN JOSE
SE TEJON ST.
SE CORTEZ ST.
SE SEDONA CIR.
SE MADRID ST.
SE SEVILLE ST.
SW MONTEREY RD.
SEAL
FL P.E. No. 38592
RICHARD CREECH
CREECH CONSULTING, INC.
P.O. Box 327
Palm City, FL 34605
Certificate of Authorization 5139
Certificate: LB-0006705
DRY DETENTION
EXISTING 1-STORY C.B.S. OFFICE BUILDING
EXISTING PARKING
PERIMETER FENCE
DUMPSTER
EXISTING DUMPSTER ENCLOSURE
WHEEL STOPS
TYPE "D" CURB
REMOVE EXISTING ASPHALT
ACCESS AGREEMENT O.R.B. 1355, PG. 1302
CONCRETE SIDEWALK
EXISTING ASPHALT PARKING
EXISTING 1-STORY C.B.S. BUILDING
EXISTING 1-STORY C.B.S. BUILDING F.F.E. = 14.57
2-STORY C.B.S. BUILDING F.F.E. 14.40
EXISTING RETENTION AREA
SCALE IN FEET
LAT 27°10'50.92"N
LON 80°16'6.20"W
MARTIN COUNTY, FLORIDA
SITE DEVELOPMENT PLANS
HIDDEN KEY
LOT 2, KANNER MINOR PLAT, STUART
SITE PLAN
PRELIMINARY PROGRESS PLAN 6/23/20
REV. No.
DATE
DESCRIPTION
PROJ. NO.: 2001
DRAWN BY: RC
DATE: 00/00/00
SHEET:
S1.1
THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT
DATE: 6/23/2020 11:16:27 AM
FILE: P:\Projects\2001\Depot\Site Key\DGN\SE\NEW\1-1201 SITE PLAN.dwg 23 JUN 2020 11:14 AM

ATTACHMENT B

Trip Generation

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	T = 7.56(X) - 40.86	50%	50%	86	85	171

Source: ITE 10th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	Ln(T) = 0.95Ln(X) - 0.51	23%	77%	3	11	14

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	Ln(T) = 0.89Ln(X) - 0.02	63%	37%	12	7	19

Source: ITE 10th Edition Trip Generation Rates

ATTACHMENT C

Link Analysis

Table 2a: Link Analysis - AM Peak Hour

Segment	From	To	Is Project Traffic 1% or More of Capacity?	2019 AADT	2019 Volume Peak Hour Peak Direction	Growth Rate	2022 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	SR-714	Project Entrance	no	25,158	1006	1.005	1021	3020	3	100%	0.10%	1024	Yes
	Project Entrance	SR-5	no	25,158	1006	1.005	1021	3020	11	100%	0.36%	1032	Yes

In:	3
Out:	11
Years Grown:	3

Table 2b: Link Analysis - PM Peak Hour

Segment	From	To	Is Project Traffic 1% or More of Capacity?	2019 AADT	2019 Volume Peak Hour Peak Direction	Growth Rate	2022 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	SR-714	Project Entrance	no	25,158	1006	1.005	1021	3020	12	100%	0.40%	1033	Yes
	Project Entrance	SR-5	no	25,158	1006	1.005	1021	3020	7	100%	0.23%	1028	Yes

In:	12
Out:	7
Years Grown:	3

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	Class I: 4-Ln Divided	2000	25,949	1,349	C	0.5%
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	Class I: 4-Ln Divided	2000	23,804	1,154	C	0.5%
SR-76 (Kanner Hwy)	SR-15	SR-710	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,134	111	A/B	6.1%
SR-76 (Kanner Hwy)	SR-710	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,412	151	A/B	0.9%
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	Transitional 2-Ln Uninter /Undivided Flow	1200	2,889	168	A/B	0.5%
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	Class I: 4-Ln Divided	2000	13,401	831	C	1.7%
SR-76 (Kanner Hwy)	Locks Rd	Jack James	Class I: 4-Ln Divided	2000	19,231	920	C	0.5%
SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	43,880	2,372	C	0.6%
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	34,493	1,495	C	1.0%
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	30,912	1,293	C	2.6%
SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	21,116	993	C	0.5%
SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	25,158	1,006	C	0.5%
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	19,437	1,081	D	0.6%
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	23,060	1,127	C	1.0%
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	13,597	845	C	0.5%
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter /Undivided Flow	1190	8,532	407	A/B	3.1%
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter /Undivided Flow	1190	14,752	870	D	1.8%
St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non-State	675	3,305	172	C	0.5%
St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non-State	675	7,524	429	D	3.3%
Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	12,271	601	D	1.0%
Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	4,332	214	C	8.0%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

ATTACHMENT D

Driveway Volumes

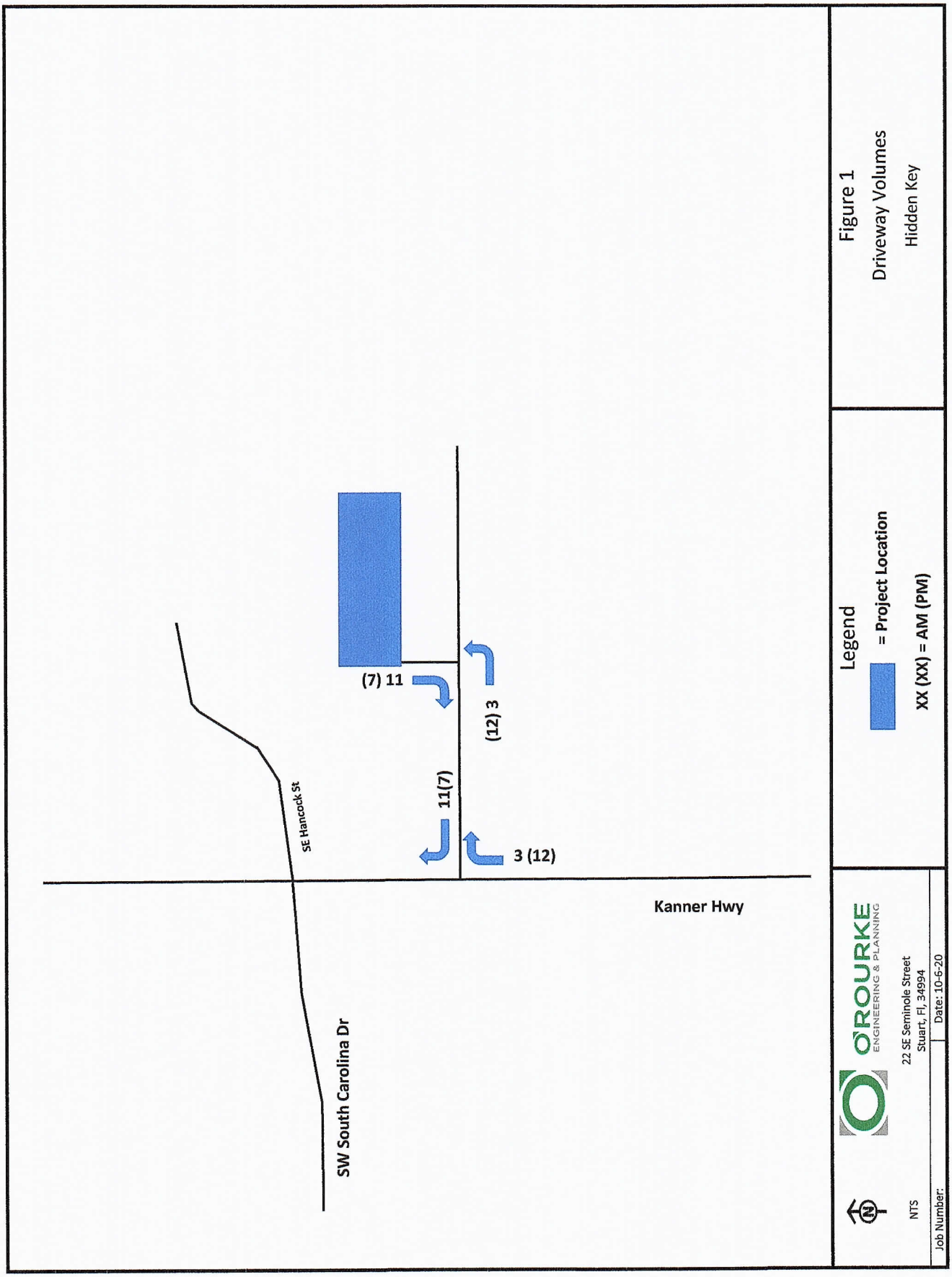
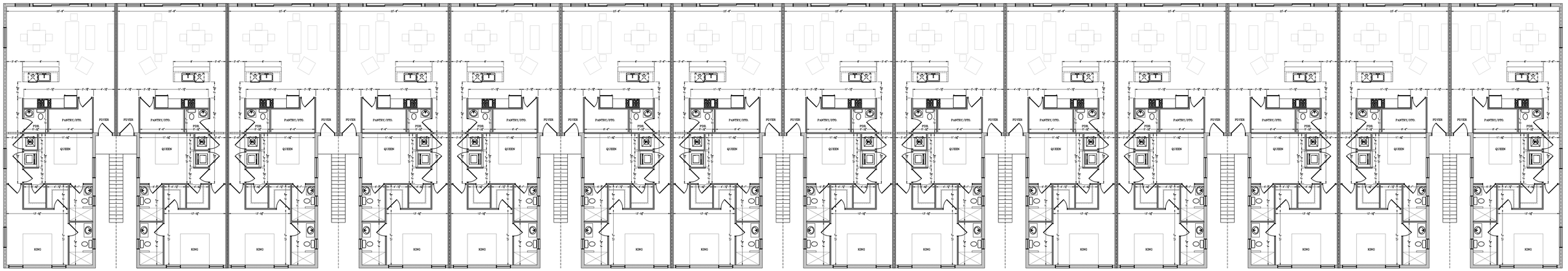
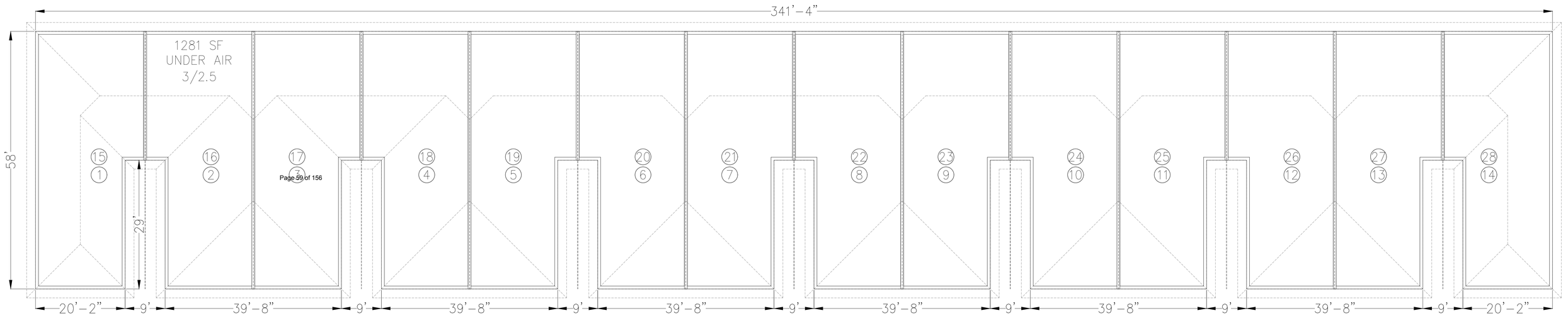


Figure 1 - Driveway Volumes - Hidden Key


PANTRY/STO.
FOYER
FOR
QUEEN
KING


341'-4"
58'
29'
1281 SF
UNDER AIR
3/2.5
15
1
16
2
17
3
18
4
19
5
20
6
21
7
22
8
23
9
24
10
25
11
26
12
27
13
28
14
20'-2"
9'
39'-8"
9'
39'-8"
9'
39'-8"
9'
39'-8"
9'
39'-8"
9'
39'-8"
9'
20'-2"

CITY OF STUART
LOCAL PLANNING AGENCY
November 12, 2020

Project Name: Hidden Key RPUD - Rezoning	**Property Owner: MDL Holdings, LLC**
PCN #: 09-38-41-02-100-00002-00	**Applicant/Petitioner:**
Ordinance No: 2457-2020	**Agent/Representative:** Creech
	Case Planner: Stephen Mayer
Location: A parcel lying south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway	

PROJECT SUMMARY		
Property Size (area)		1.36 Acres
Present Use		Undeveloped
Subject Property Land Use		Office/Residential
Adjacent FLU	*North*	Office/Residential
	South	**Office/Residential**
	East	Commercial
	West	Office/Residential
Subject Property Zoning		Multi-Family/Office (R-3)
Adjacent Zoning	*North*	R-3 (Estates of Stuart) - Apartments
	South	R-3 ARC of Martin County)
	East	B-2 (Unity Church)
	West	R-3 (Kanner Trust) Offices
Proposed Land Use Designation & Zoning District		Multi-family Density Residential (RPUD)
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		28 Multi-family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – No comments at this time. Public Works – No comments at this time. Police Department – No comments at this time
Brief Explanation		The intent of this application is to request a Zoning designation of (RPUD) on the City of Stuart Zoning Map. The subject property is 1.36 acres. The property is currently undeveloped. The intent of this project is to allow 28 attached multi-family apartment homes within a 2-story building to be developed on the site while

	maintaining a 15-foot buffers and 20 units per acre.
Staff Recommendation: Staff recommends approval for the zoning district designation change from Residential Multi-Family/Office (R-3) to RPUD (Residential Planned Unit Development).	

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for the Future Land Use amendment to Multi-Family Density Residential, and zoning district designation to RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: October 28, 2020

C. Mail Notice Postmark: October 28, 2020 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAP AMENDMENT ORDINANCE NO. 2457-2020

III. APPLICATION: Dated September 23, 2020

IV. HISTORY OF THE SITE

The applicant is requesting to assign a RPUD zoning district to establish a new site plan with three waivers, including density bonus, in order develop the property for 28 multi-family residential units. The property currently has a city minor site plan approval for 13 townhome units.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of one parcel totaling 1.36 acres in size, located south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway. The property is currently vacant and undeveloped with no wetlands. An environmental assessment shows a mix of exotic and native vegetation, including laurel oak and slash pines that will either be mitigated for or paid for thru the tree replacement fund.

B. Project Description

A Site Plan has been planned with 28 multi-family apartment flats within a two-story building. The property is much longer in width that it is in depth. This places site constraints on the property as it related to the usage of the front parking lot and the rear buffer area.

C. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the proposed Multi Density Future Land Designation:

This land-use category is allowing for two or more dwelling units per building. Includes single family detached, duplex/townhomes, apartments, condominiums, patio homes, garden homes, and adult living facilities, foster homes and zero-lot-line residences. Also public facilities, churches day care centers, schools and electric distribution substations are allowed.

Section 11.01.05G.1 (large-Scale Comprehensive Plan Amendments) of the Land Development Code requires the Local Planning Agency to consider the following criteria prior to making an advisory recommendation to the City Commission:

1. *The existing land use pattern;*

   The existing land use pattern surrounding the project area consist of a mix of office, places of worship and multi-family residential. It is recommended to be adequately buffered to the existing multi-family use to the north in particular, while the sides and front property lines being adjacent to non-residential property, the proposed 15-foot bio-swale buffer is adequate.

2. *The possible creation of an isolated land use classification unrelated to adjacent and nearby classifications;*

   No, the proposed multifamily project will benefit the mix of nonresidential and residential development on the east side of Kanner Highway and is consistent with the residential nature of the adjacent property to the north. Please see the attached exhibit.

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

   No. The multifamily land use and the proposed project will rely on City of Stuart Utilities for services which have sufficient capacity to service the proposed project. The school capacity will be coordinated with the Martin County school board and concurrency will be reserved at the time of construction plan permitting. The streets have adequate capacity and the proposed improvements outlined in the proposed RPUD will improve the traffic patterns.

4. *The possible overloading of the City's sewage collection, treatment and disposal facilities;*

   The property will connect to the City’s sewage collection, treatment and disposal facilities. The property is within the City of Stuart’s service district.

5. *The possible overloading of the City's drainage system;*

All development on the site would be required to comply with applicable City of Stuart stormwater management requirements with review and permitting from the South Florida Water Management District.

6. *The existing classification boundaries in relation to existing conditions on the subject property;*

   There are no issues in this regard.

7. *The existence of changed or changing conditions which make the passage of the proposed amendment necessary or appropriate;*

   The county/city has shown a trend toward development of residential uses and the need for apartment housing to support the local workforce and young professionals.

8. *The impact of the proposed amendment upon living conditions in the adjacent neighborhood;*

   The type and intensity of development that would be feasible on the subject property would not create an adverse impact to nearby neighborhoods. The site is buffered from abutting neighborhoods the north with an enhanced 15' foot landscape buffer around the entire site.

9. *The impact of the amendment upon the flow of light and air to adjacent areas;*

   The type and intensity of development that would be feasible on the subject property would not create an adverse impact upon the flow of light and air to adjacent areas.

10. *The impact of the proposed amendment upon property values in the adjacent area;*

    The change in land use designation from commercial to residential would likely result in an increase in property values in the adjacent area by allowing for a local customer base for the surrounding commercial properties.

11. *The existence of other adequate sites in the City for the proposed land use classifications already permitting such use.*

    The goal of the proposed amendment is to allow for uses that are in demand. The subject location is ideal for multifamily units.

D. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to RPUD would allow for attached housing to be constructed at the site.

The applicant is requesting the following two (2) waivers from the City's Land Development Code:

1. **Section 2.07.00 Density.** A RPUD with multi-family land use designation is permitted to have up to 15 units per acre. The applicant is requesting 28 units, or 20.6 units per acre.

   Request: A density bonus of approximately 5 units per acre is requested, for the 28 1,281 square foot 3-bedroom apartments. The infill project received a previous minor site plan approval for 13 townhome units and met all applicable code sections. However, the applicant desires to develop the property as an apartment flat style with one additional waiver to the northern transitional buffer (waiver request below). The applicant is providing 34% open space when the credit is given for the use of semi pervious brick pavers. The applicant is exceeding the landscape requirement and is providing a bioswale within the transitional buffers. The site plan consists of 83% native, including native grasses, with the only non-native planting being alexander and Sylvester Palm trees. The applicant is providing for new housing opportunities in a site that is currently an undeveloped infill lot. Staff recommends supporting the granting of the density bonus for this site.

2. **Section 6.04.06**. **Land Use Transitions and Landscape Buffers**. The buffer width requirement for a two-story multi-family use adjacent to multi-family use is 30' along the rear side.

   Request: The applicant is requesting a consistent 15' wide landscape buffer along the northern and eastern property lines, where the proposed multi-family use is abutting an existing multi-family community (Estates of Stuart), including a 6' high perimeter wall. Within this zone, there is a proposed bioswale. The applicant is required to install 39 shade trees. The applicant is preserving, relocating or planting 49 shade trees, not including the Queen myrtle and palm trees as understory trees.

Staff recommends that that prior to City Commission approval, the applicant shall provide a signed architectural elevation and a revised site plan showing bike rack location, EV parking space locations, and a double dumpster accepted by the City's Public Works Department.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed rezoning to RPUD and the attached site and landscape plans are consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

3.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Kev Freeman

Title of Item:
ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK. (QUASI-JUDICIAL) (RC)

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Background
The four (4) properties subject of this application are affected by the conditions and restrictions contained within a Florida Communities Trust Grand Award Agreement dated 28th June, 2000. The agreement sets out the conservation of an area of land contiguous to the Haney Creek watershed. The agreement further states that the properties within the project site should be assigned a Future Land Use of Open Space, Conservation or outdoor recreation uses.

At the present time the properties are within the jurisdiction of Martin County and each are assigned a Future Land Use of one of either Mobile Home, Low Density or Medium Density.

Summary
Staff have confirmed with the County Administrator that the County have no objection to the annexation of the properties subject of this application. Staff have also confirmed that County is not interested in the annexation of the remaining County owned parcel, which has a Future Land Use of Low Density.

The proposal is therefore to annex the four (4) City owned properties into the City limits and to allocate a future land use category of Conservation and zoning category of Public to each property.

Conservation future land use is defined in the Comprehensive Plan such: The purpose[s] of the conservation category include: to conserve and protect natural resources including wetlands, floodplains, unique native vegetation, and habitat of listed species; to provide flood control; and to provide a general open space amenity. Uses allowed include passive recreation support facilities and other public facilities and utilities which do not conflict with the purpose of this land use category.

A Public zoning category allows uses that are of a public function such as parks.

Funding Source:
N/A
Recommended Action:
Recommend Approval

ATTACHMENTS:

	Description	Upload Date	Type
	A1. Ord 2452-2020 Haney Creek City Properties	9/28/2020	Ordinance add to Y drive
	A2. Exhibit A1 to Ord 2452-2020	9/28/2020	Exhibit
	A3. Exhibit A2 to Ord 2452-2020	9/28/2020	Exhibit
	A4. Exhibit A3 to Ordinance 2452-2020	9/28/2020	Exhibit
	A5. Exhibit A4 to Ordinance 2452-2020	9/28/2020	Exhibit
	C1. Subject Property	9/28/2020	Backup Material
	C2. Notification Property Owners 300ft	9/28/2020	Attachment
	C3. County Notification	9/28/2020	Attachment
	D1. Resolution 181-98	9/25/2020	Backup Material
	D2. FCT Grant Agreement	9/25/2020	Backup Material
	City Attorney Letter	10/1/2020	Backup Material

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994

ORDINANCE No. 2452-2020

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

******

WHEREAS, The City of Stuart as petitioner, constituting the fee simple title holder to the four (4) parcels consisting of a combined 42.46 acres, more particularly described in **Exhibits "A1, A2, A3 and A4"**, attached hereto and made a part thereof, has voluntarily requested the City of Stuart annex said land into the corporate limits of the City; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for annexation, and has also considered the recommendation of the Stuart Local Planning Agency and City staff.

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

SECTION 1. Findings. The City Commission finds the above statements are true and

correct,

and serve as a basis for consideration of this ordinance; that said lands are contiguous with the corporate limits of the City of Stuart, creates no enclaves, is reasonably compact, and that the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Sec. 171.44, Florida Statutes, and the City of Stuart Code.

SECTION 2. Annexation. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4",** are hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

SECTION 3. Future Land Use. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4",** are hereby designated a City of Stuart Future Land Use of Conservation.

SECTION 4. Zoning. The parcels of lands more particularly described in **Exhibits "A1, A2, A3 and A4",** are hereby designated a City of Stuart zoning category of Public.

SECTION 5. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, Board of County Commissioners Florida Statute 171.044(6) within 10 days prior to second reading adoption, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

SECTION 6. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

SECTION 7. Severability. 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. The corporate boundary of the City shall be re-codified to include lands annexed.

SECTION 8. Adoption. This ordinance shall take effect upon adoption

Passed on first reading the ____ day of _____ 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				

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

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

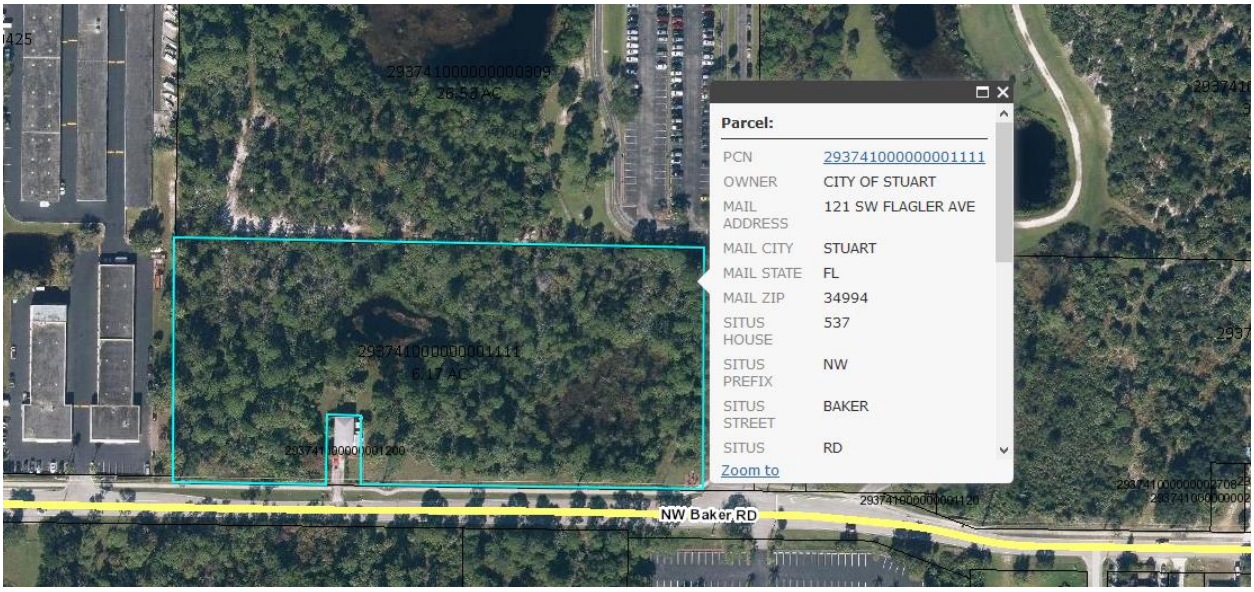
CITY ATTORNEY

Exhibits

EXHIBIT A1 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00111-1** ACRES: **6.12**

ADDRESS: **537 NW BAKER RD, STUART**



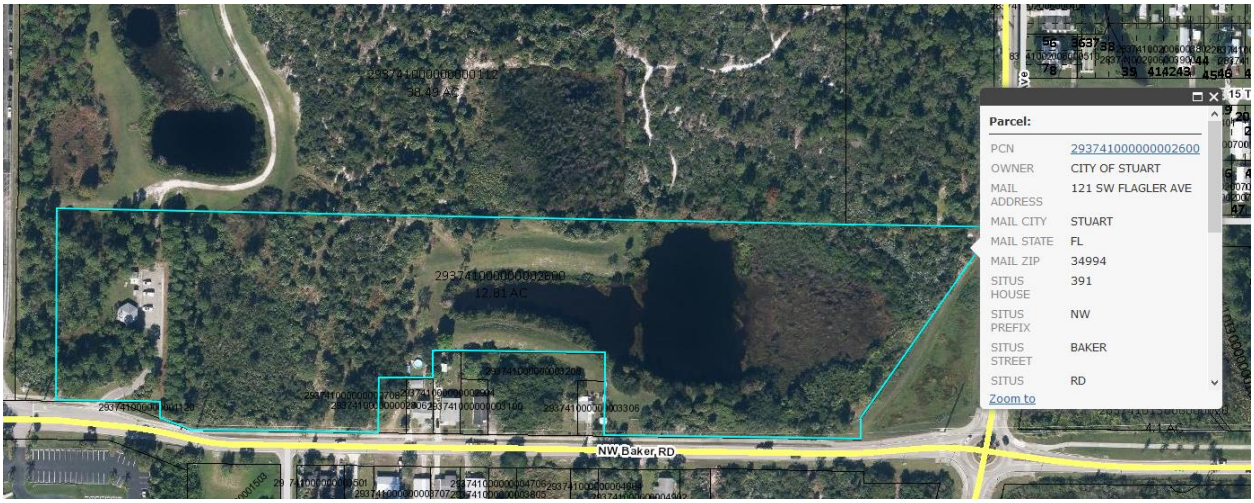
LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

EXHIBIT A2 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00260-0** ACRES: **13.0**

ADDRESS: **391 NW BAKER RD, STUART**



LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest ¼ of the Southeast ¼, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

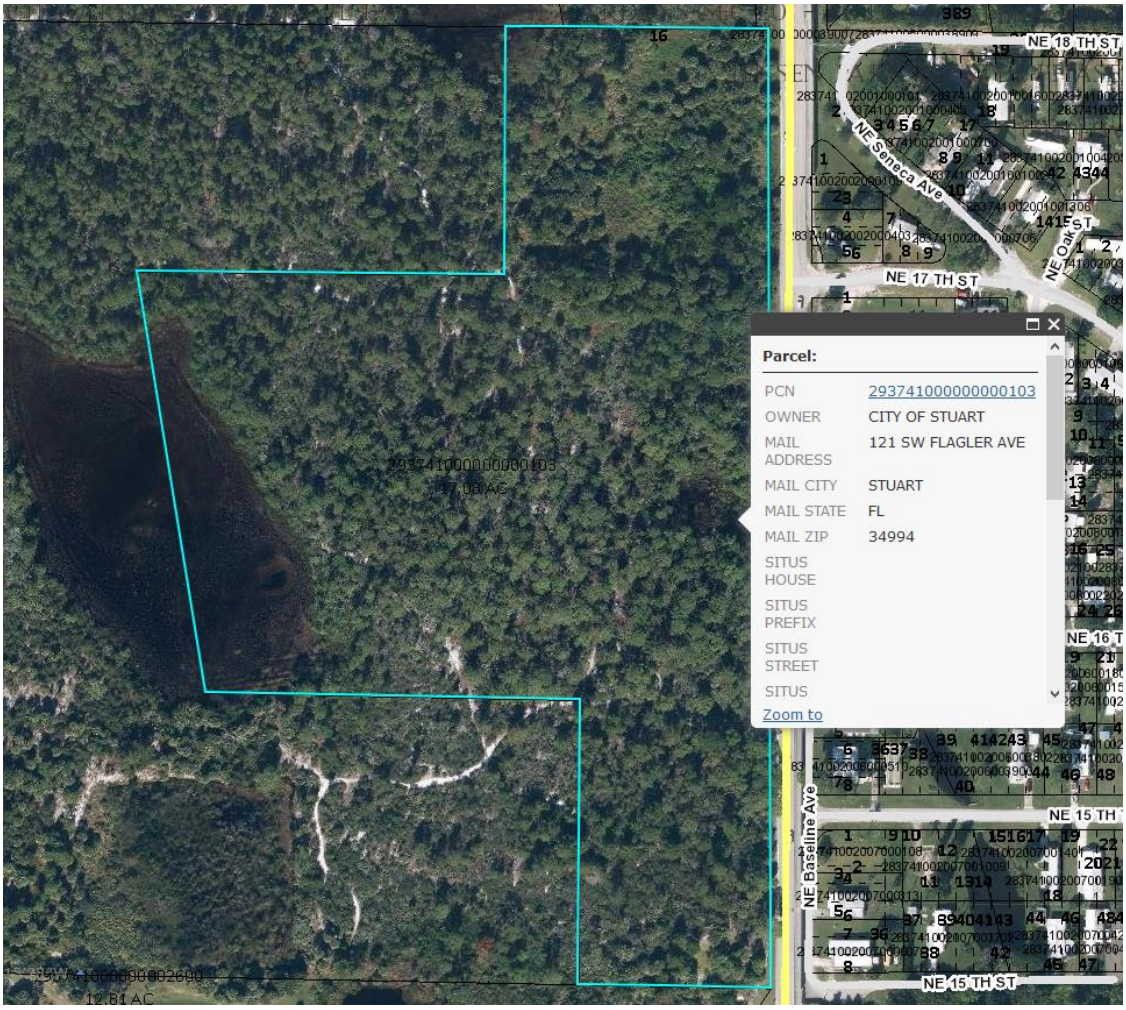
That part of the Southwest ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

(Containing 13 Acres +/-)

EXHIBIT A3 to Ordinance 2452-2020

PARCEL ID: **29-37-41-000-000-00010-3** ACRES: **16.9**

ADDRESS: **NW GREEN RIVER PKY, STUART**



LEGAL DESCRIPTION

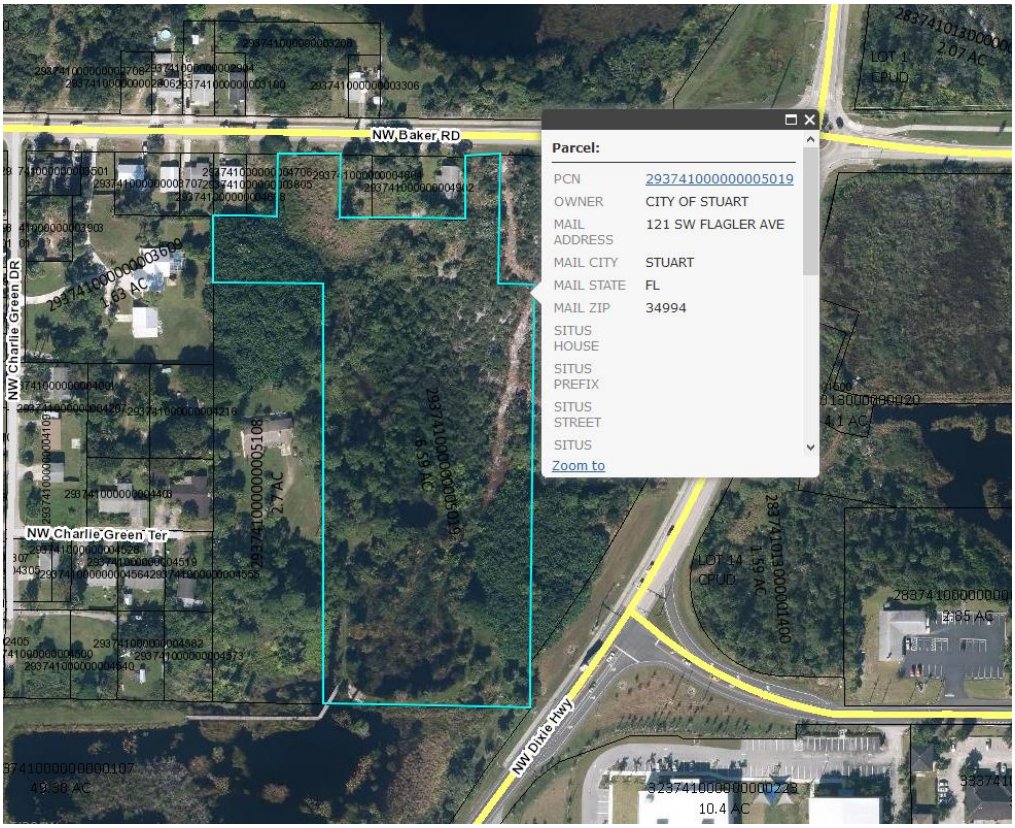
Part of the Northeast ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast ¼; thence run South 350 feet, thence run West 520 feet; thence run South 09°43'31" East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast ¼ and West to the Point of Beginning. Less and except the East 30 feet thereof.

EXHIBIT A4 to Ordinance 2452-2020

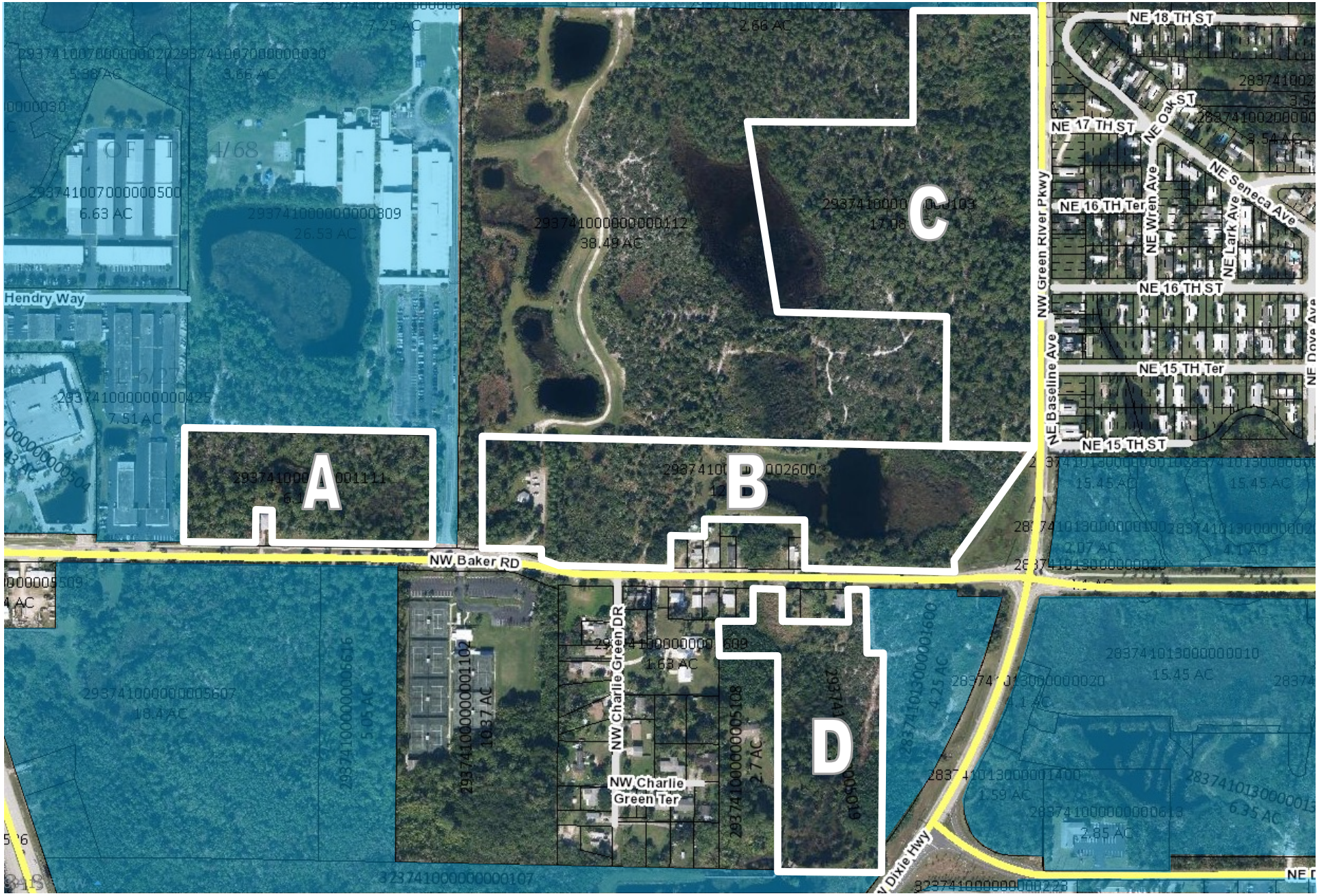
PARCEL ID: **29-37-41-000-000-00501-9** ACRES: **6.44**

ADDRESS: **UNASSIGNED, SOUTH BAKER ROAD, STUART**



LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.



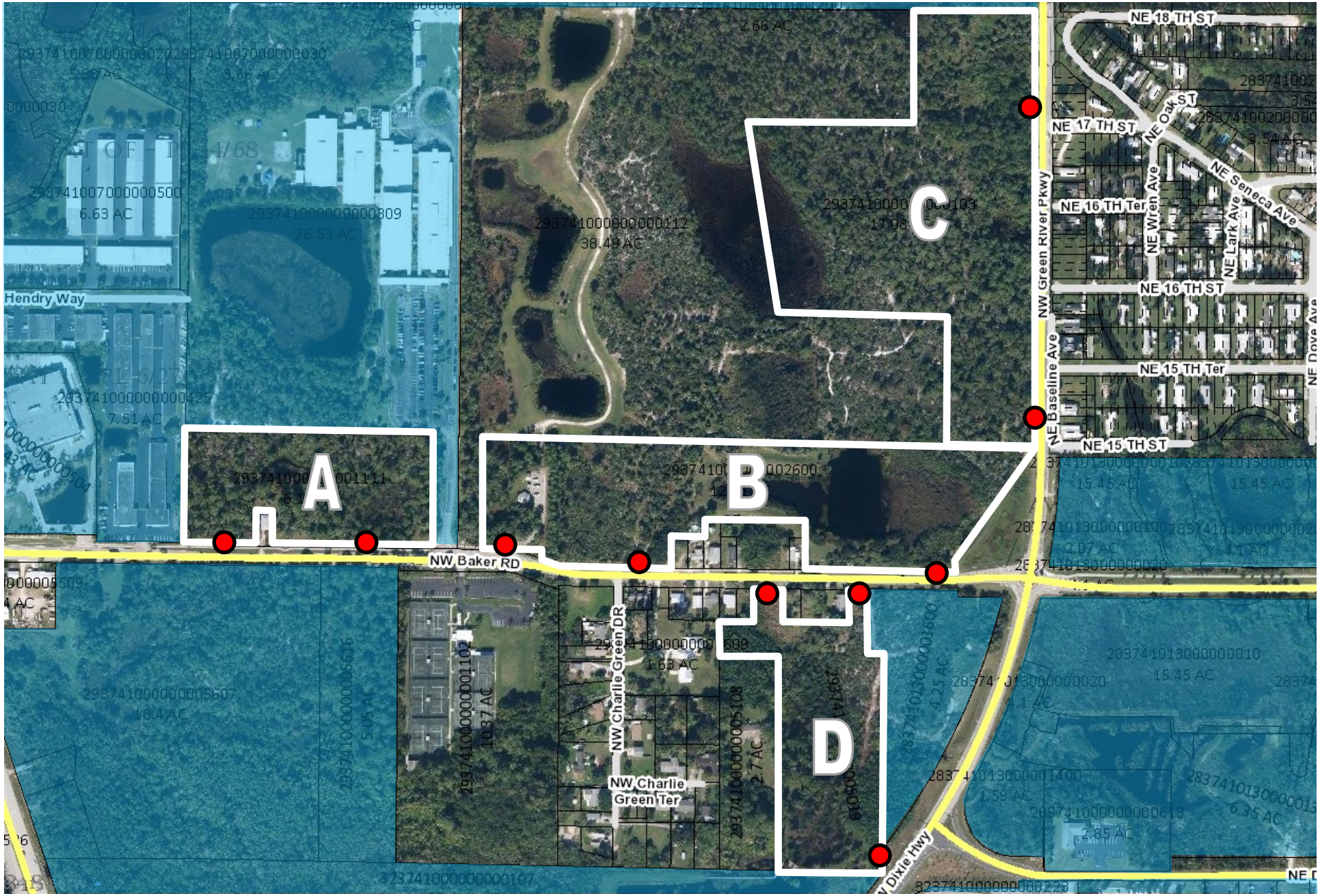
A: PID#: 29-37-41-000-000-00111-1

B: PID#: 29-37-41-000-000-00260-0

C: PID#: 29-37-41-000-000-00010-3

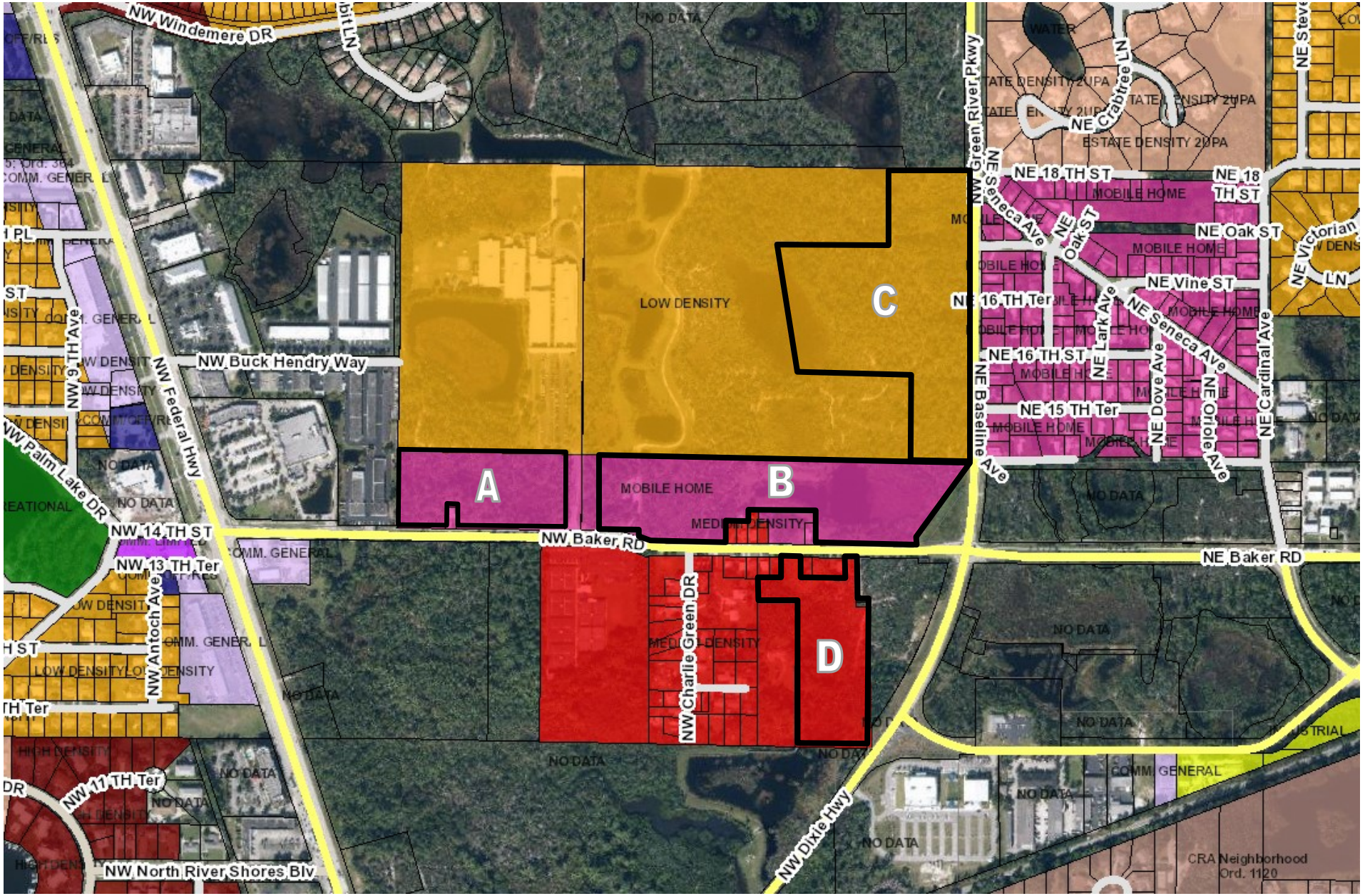
D: PID#: 29-37-41-000-000-00501-9

PROPERTIES SUBJECT OF PROPOSED ANNEXATION



SITE NOTICE LOCATIONS

PROPERTIES SUBJECT OF PROPOSED ANNEXATION



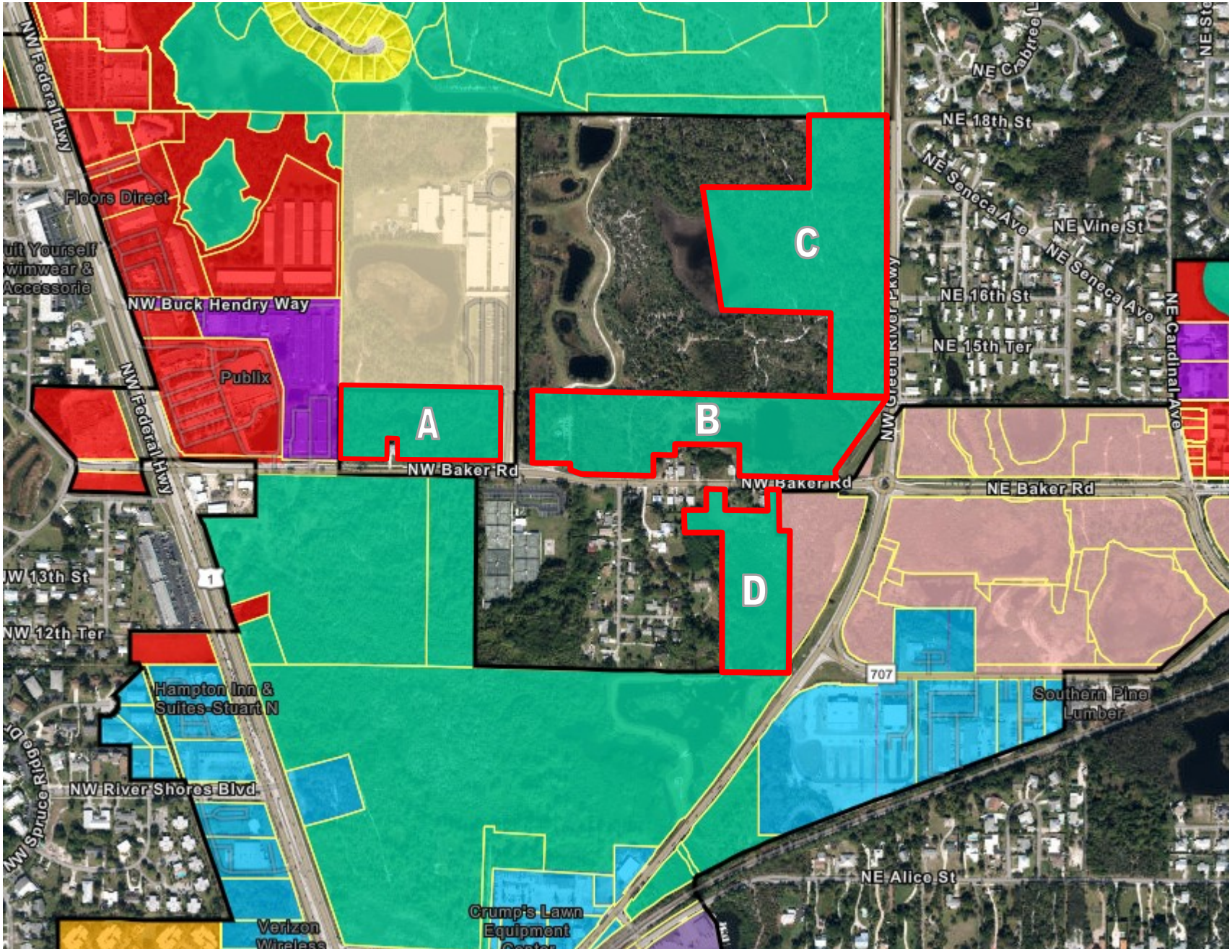
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

EXISTING COUNTY

A: **MOBILE HOME** B: **MOBILE HOME**

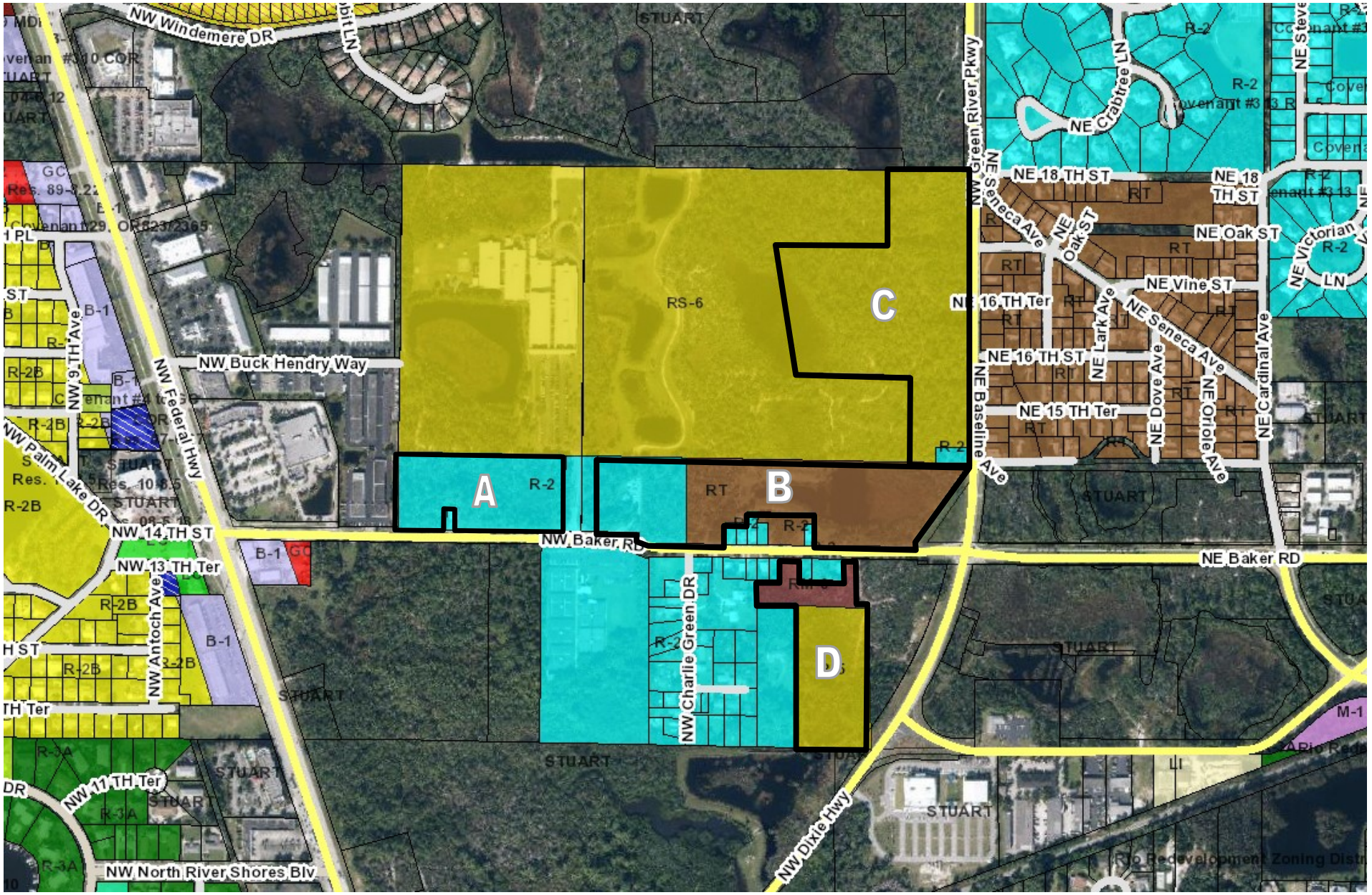
C: **LOW DENSITY** D: **MEDIUM DENSITY**



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

PROPOSED CITY: **CONSERVATION**



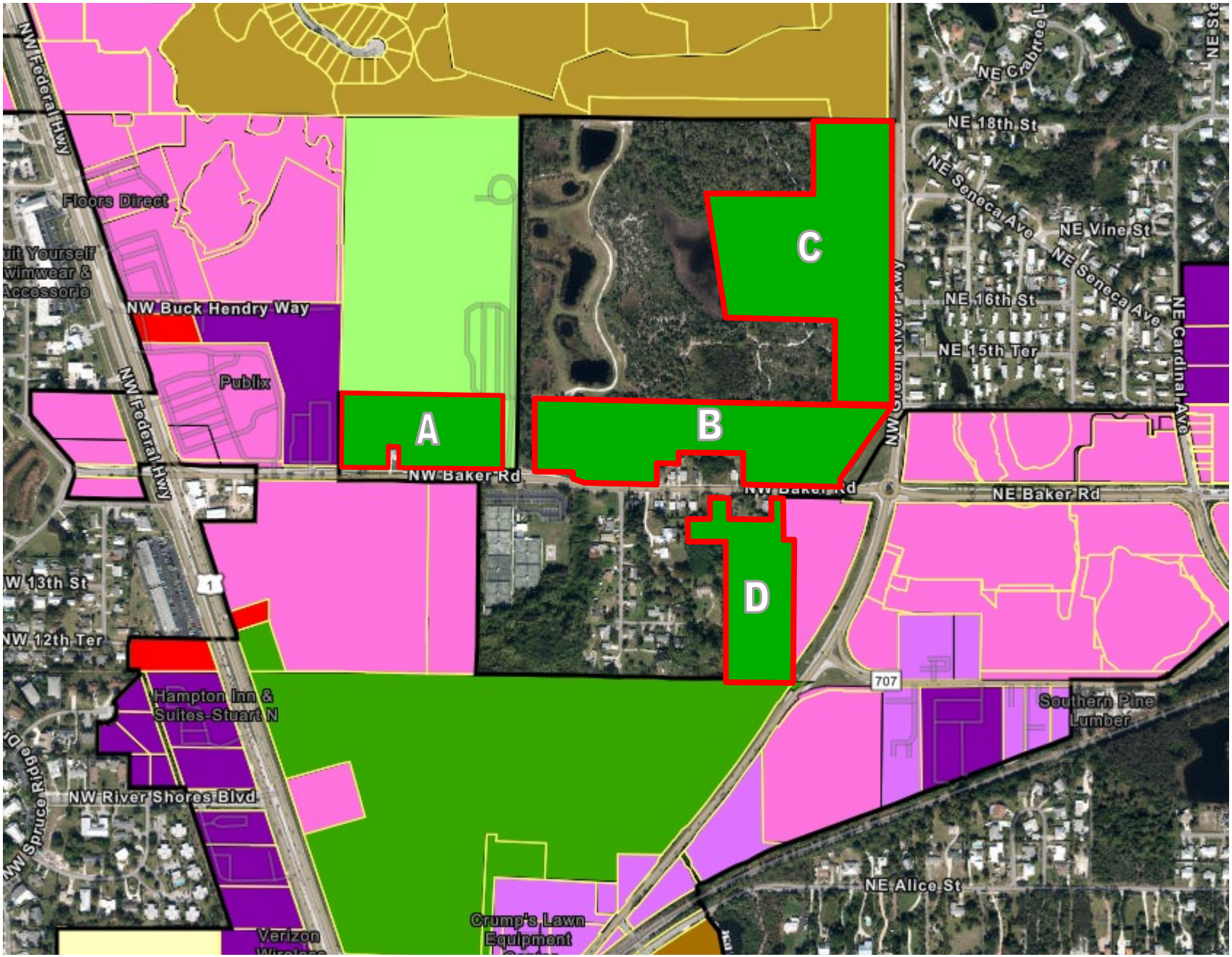
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING

EXISTING COUNTY

A: **R-2** B: **R-2, RT**

C: **RS-6, R-2** D: **RM-8, R-5**



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

ZONING

PROPOSED CITY ZONING: **PUBLIC**

Owner	Mail Street Addr	Mail City	Mail State	Mail Zip
16330B55 TRUST	1015 10TH ST	LAKE PARK	FL	33403
ABSHIRE CAROL F	18 MOHAVE RD	CRAWFORDVILLE	FL	32327
AVONLEA COMMERCIAL CORNERS LLC	100 SW ALBANY AVE #200	STUART	FL	34994
AVONLEA PROPERTY OWNERS ASSOCIATION	PO BOX 1610	JENSEN BEACH	FL	34958
BAGNASCO JEFF	38 NE 16TH TERR	STUART	FL	34994
BAKER RD LLC	20734 NW 29TH AVE	BOCA RATON	FL	33434
BASHAWAY MARIA LEONORBASHAWAY PAUL DAVID	61 NE 15TH TERR	STUART	FL	34994
BEACH, NETTIE ANN	PO BOX 141	STUART	FL	34995
BETEL PROPERTIES	2702 SE JANET ST	STUART	FL	34997
BROWN JENNIFER LSATUR DAVID	1822 NE CRABTREE TR	JENSEN BEACH	FL	34957
BUTTONWOOD TENNIS CLUB LLC	400 NW BAKER RD	STUART	FL	34994
CHURCH OF JESUS CHRIST	1628 APACHE AVE	STUART	FL	34994
COGOSSI MATTHEW	1368 NW CHARLIE GREEN DR	STUART	FL	34994
COOPER THOMAS JCOOPER VIRGINIA K	1585 N BASELINE AVE	STUART	FL	34994
DURYEA CHARLES H	1535 NW 9TH AVE	STUART	FL	34994
DYSON MILA L/E	42 NE 15TH TERR	STUART	FL	34994
ESTRADA, VICTORIALEON, COSMEN	55 NE 16TH ST	STUART	FL	34994
FARMER, BOBBY RAY JR	956 NW EGRET CT	STUART	FL	34994
FIORE MICHAELFIORE MARTIN	1043 FAIRVIEW AVE	LAKE FOREST	IL	60045
FISHER, GLENN W	49 NE 15TH ST	STUART	FL	34994
FORTIN VIRGINIA L	1740 NE SENECA AVE	STUART	FL	34994
FRANK A WACHA JR TRUSTEE	PO BOX 1610	JENSEN BEACH	FL	34958
FREDERICK H RUTZKE FARMS INC	325 SE ST LUCIE BLVD	STUART	FL	34996
FYR SFR BORROWER LLC	3505 KOGER BLVD #400	DULUTH	GA	30096
GARCIA MIGUEL AGARCIA JANET	14645 SW SANDY OAKS LOOP	INDIANTOWN	FL	34956
GARLAND MARJORIE	190 SW KANNER HWY	STUART	FL	34997
GATHRIGHT THOMASGATHRIGHT LINDSEY	1832 NE CRABTREE LN	JENSEN BEACH	FL	34957
GONZALEZ GAUDENCIO	1104 NW 16TH PL	STUART	FL	34994
GREEN MARGARET	1358 NW CHARLIE GREEN DR	STUART	FL	34994
HALL, KENNETH D	93 NE OAK ST	STUART	FL	34994
HENDRY PROPERTIES INC	656 NW BUCK HENDRY WAY	STUART	FL	34994
HOLLINGER JODY	276 NW CHARLIE GREEN TERR	STUART	FL	34994
HOWARD-DAVIS, BOBBIE MOORE, SHELLY L	225 NW CHARLIE GREEN TER	STUART	FL	34994
HUGHES, WILLIAM NHUGHES, MARTHA A (T/C)	738 HUGHES RD	FRANKLIN	KY	42134
JK & MAG HOMES & ASSOCIATES INC	5354 NW ALAM CIR	PORT ST LUCIE	FL	34986
JOSUE DIANA DIXON	2601 ARNOLD CT	FORT PIERCE	FL	34946
KINDIG CHRISTOPHER WKINDIG MELISSA C	646 NE RIVER TERR	JENSEN BEACH	FL	34957
LEONARD ANNIE ESTATE	1900 S KANNER HWY #5-201	STUART	FL	34994
LEONARD OTIS SRLEONARD OTIS JR	292 NW BAKER RD #A	STUART	FL	34994
MAIZE, JOYCE	236 NW CHARLIE GREEN TER	STUART	FL	34994
MARTIN COUNTY	2401 SE MONTEREY RD	STUART	FL	34996
MCLENDON MONTE PARKER	272 NW BAKER RD	STUART	FL	34994
MIHAYLOV VASILTODOROVA GALINA S	3864 SE FAIRWAY WEST	STUART	FL	34997
MYERS WANDA SILSBY	1535 N BASELINE AVE	STUART	FL	34994
NEADOW CHRISTINA	1148 S ORTONVILLE RD	ORTONVILLE	MI	48462
NORTHWOOD MOBILE HOME PARK LLC	21346 ST ANDREWS BLVD #420	BOCA RATON	FL	33433
NORTHWOOD TWIN LAKES, INC	152 NE 15TH TERR	STUART	FL	34994
PARRISH NEALIE C	222 NW BAKER RD	STUART	FL	34994
PINEAPPLE PLANTATION PROPERTY OWNERS	1111 SE FEDERAL HWY SUITE 100	STUART	FL	34994
PUBLIX SUPER MARKETS INC	PO BOX 32018	LAKELAND	FL	33802
RABENOLD, MARLYN L	6700 WYMAN LN	CINCINNATI	OH	45243
RICKARD RODNEY L/E	82 NE 15TH TERR	STUART	FL	34994
RPMO PROPERTIES II LLC	2854 NE ROSETREE DR	JENSEN BEACH	FL	34957
SANCHEZ FERNANDO RUBIO	4476 SE BECKET AVE	STUART	FL	34997
SCHOOL BOARD OF MARTIN COUNTY	500 E OCEAN BLVD	STUART	FL	34994
SOLID GROUND OF MARTIN COUNTY LLC	2076 NW DIAMOND CREEK WAY	JENSEN BEACH	FL	34957
STRAIN BRIAN	4357 HICKORY HOLLOW RD	GASTONIA	NC	28056
TELMI, SANDRA LYNN	37 NE 16TH TER	STUART	FL	34994
THAYER JOAN ELAINE	1 NE 15TH TERR	STUART	FL	34994
TILLMAN, JERRY D III	62 NE 18TH ST	STUART	FL	34994
TLC LLC	1592 NE SOUTH ST	JENSEN BEACH	FL	34957
TREASURE COAST COMMUNITY CHURCH INC	PO BOX 1511	JENSEN BEACH	FL	34958
TYSON CLEVELAND	231 NW BAKER RD	STUART	FL	34994
VILORIA MARIO WVILORIA CARMEN	1720 NE SENECA AVE	STUART	FL	34994
WELLIVER, ALAN RWELLIVER, BRENDA L	27 NE 16TH TERR	STUART	FL	34994
WILLIAMS JAMES ESTATE	1100 NW 128TH ST	MIAMI	FL	33168
WILSON SHACARA D	3654 BURLINGTON AVE N	ST PETERSBURG	FL	33713

Development Department
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.600.5375

VIA MAIL AND EMAIL

September 17th, 2020
Taryn Kryzda
County Administrator
Martin County Administrative Center
2401 SE Monterey Road
Stuart, FL 34996

RE: City of Stuart property annexations.

Dear Taryn,

In accordance with the City of Stuart Comprehensive Plan Intergovernmental Coordination Element Policy A8.13, please find enclosed a proposal for the City to annex four properties located in the area adjacent to NW Baker Road and NW Green River Parkway, Stuart. The properties are all in ownership of the City of Stuart and subject to a Florida Communities Trust grant award agreement. Details of each property are also attached.

As part of the application the City proposes to assign a Future Land Use of Conservation and a Zoning of Public to each parcel.

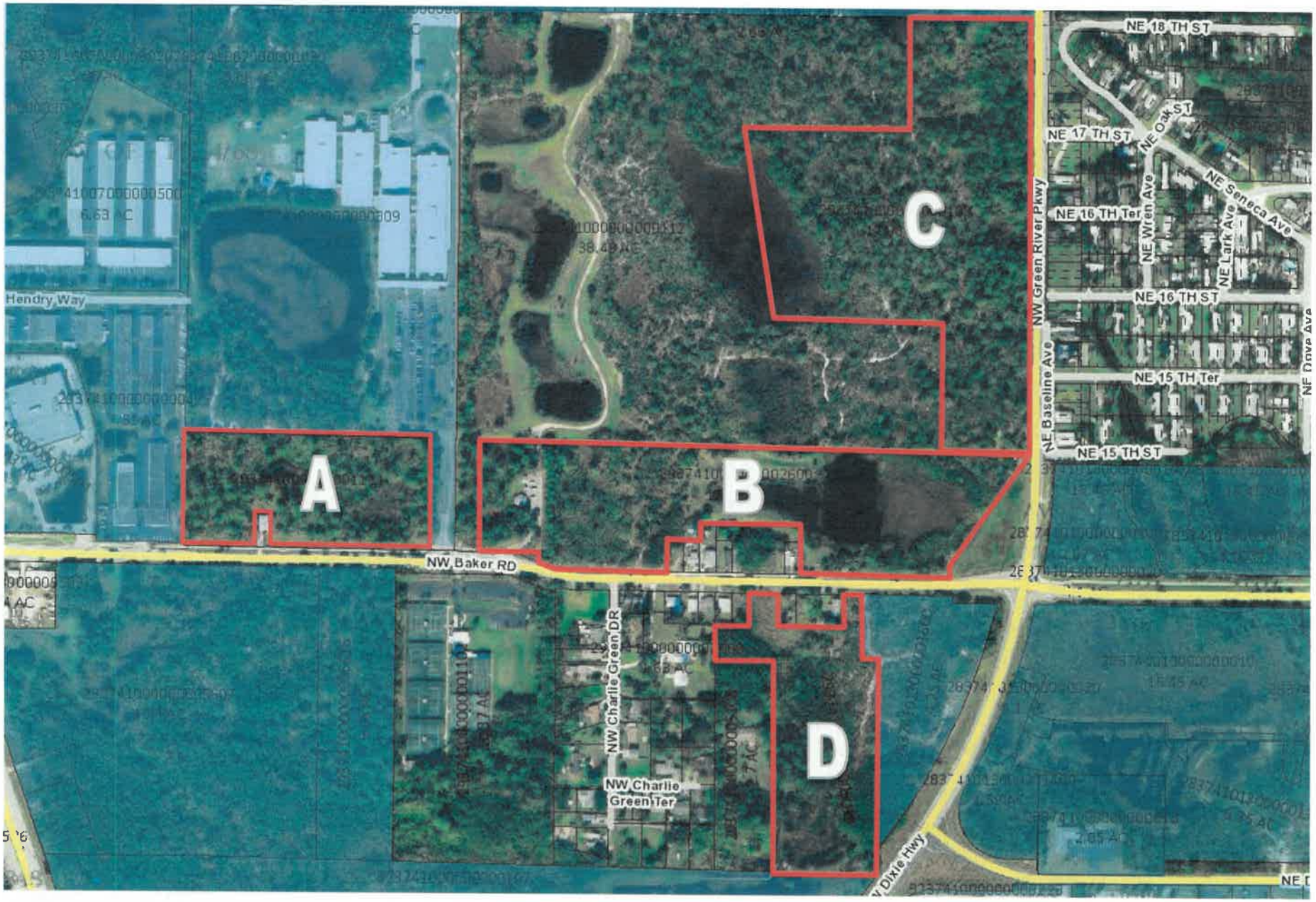
The proposal is scheduled for the October 8th, 2020 Local Planning Agency meeting and hearings at the October 26th, 2020 and November 9th, 2020 City Commission meetings. If possible, please review and submit comments by Friday, October 2nd, 2020.

If you have any questions or would like to schedule a meeting to discuss the proposal, please feel free to contact me at 772 288 5328.

Sincerely,

Kev Freeman
Development Director

CC: Paul Shilling, Growth Management Director
Sarah Woods, County Attorney



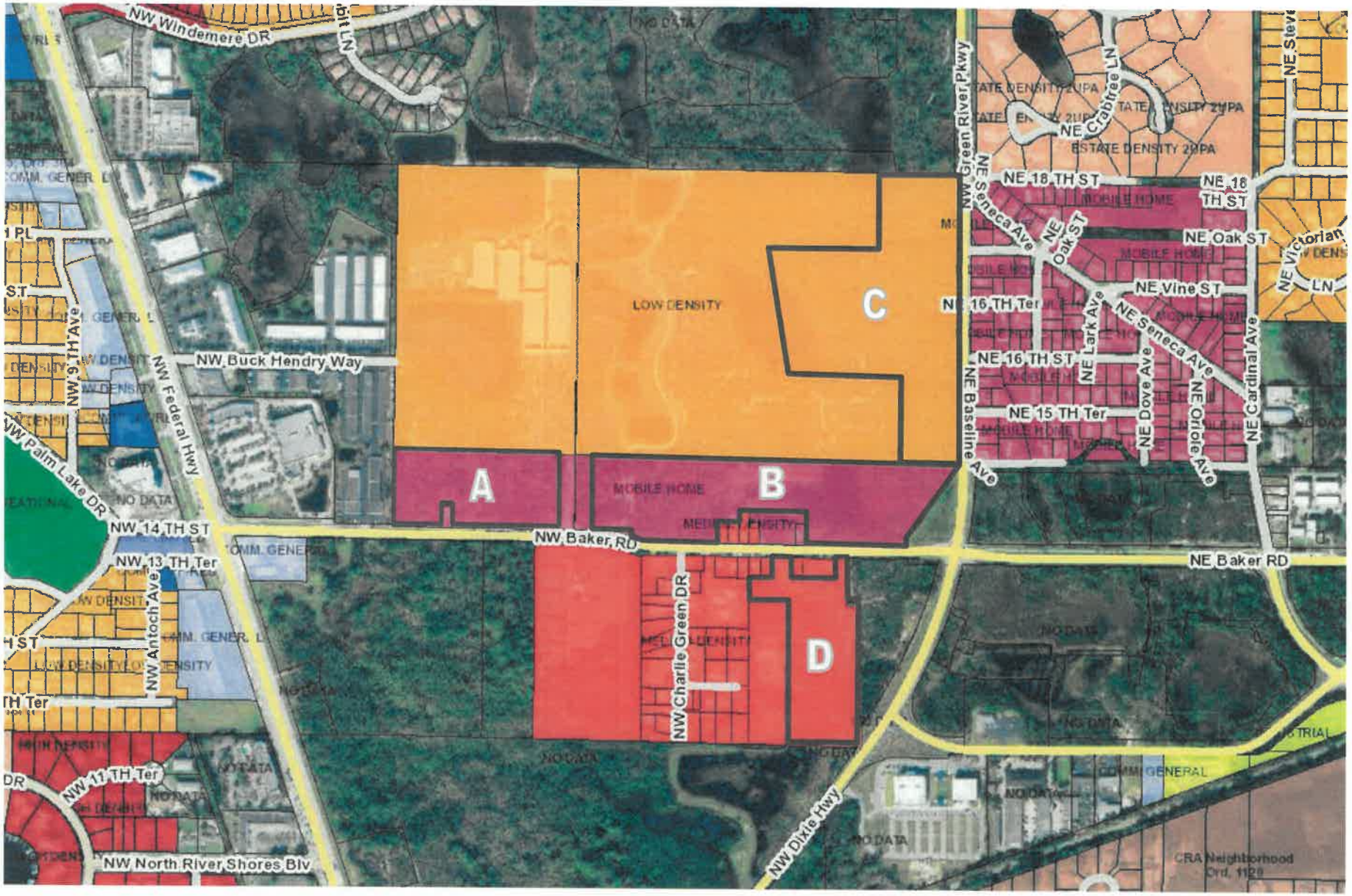
A: PID#: 29-37-41-000-000-00111-1

B: PID#: 29-37-41-000-000-00260-0

C: PID#: 29-37-41-000-000-00010-3

D: PID#: 29-37-41-000-000-00501-9

PROPERTIES SUBJECT OF PROPOSED ANNEXATION



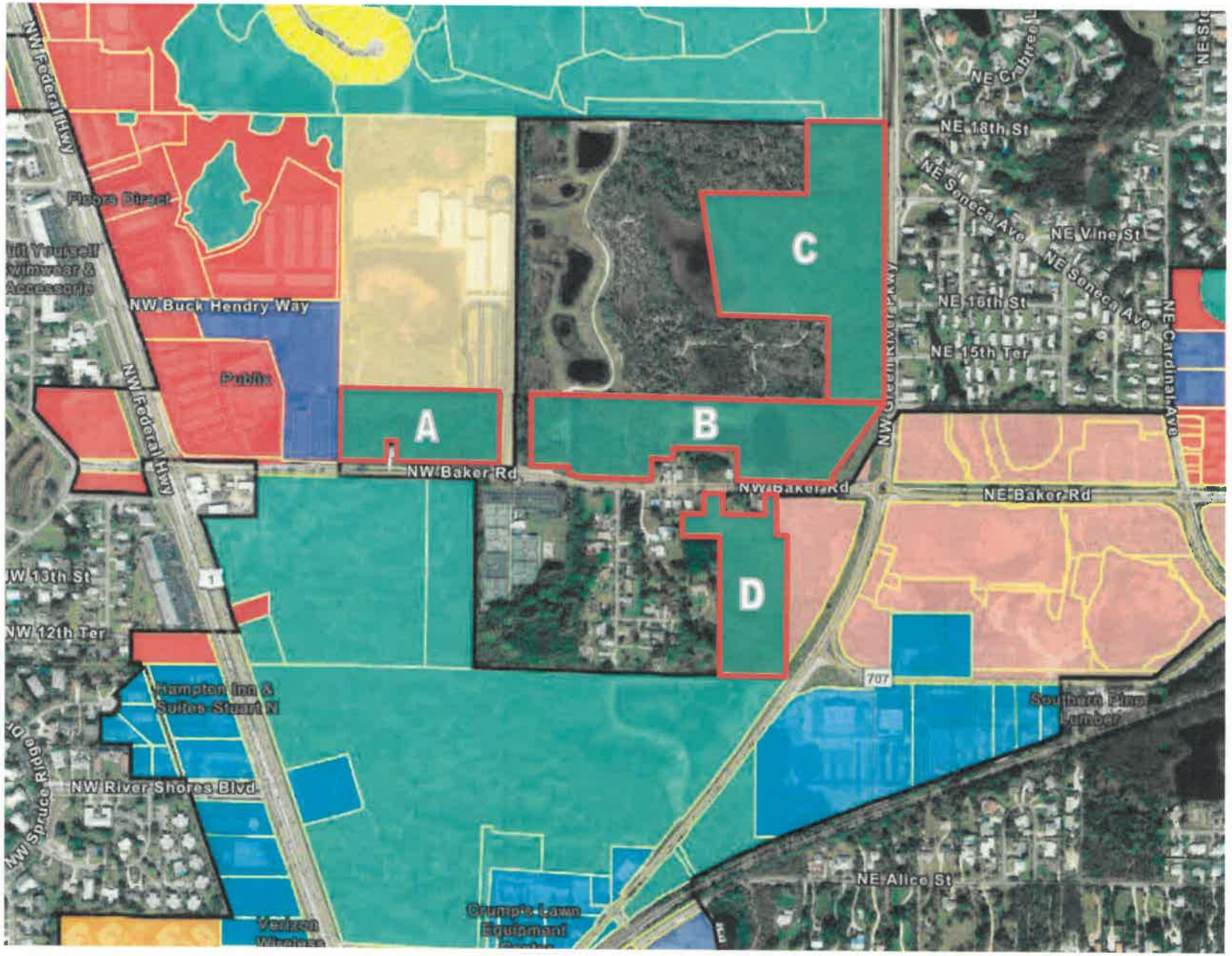
PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

EXISTING COUNTY

A: **MOBILE HOME** B: **MOBILE HOME**

C: **LOW DENSITY** D: **MEDIUM DENSITY**

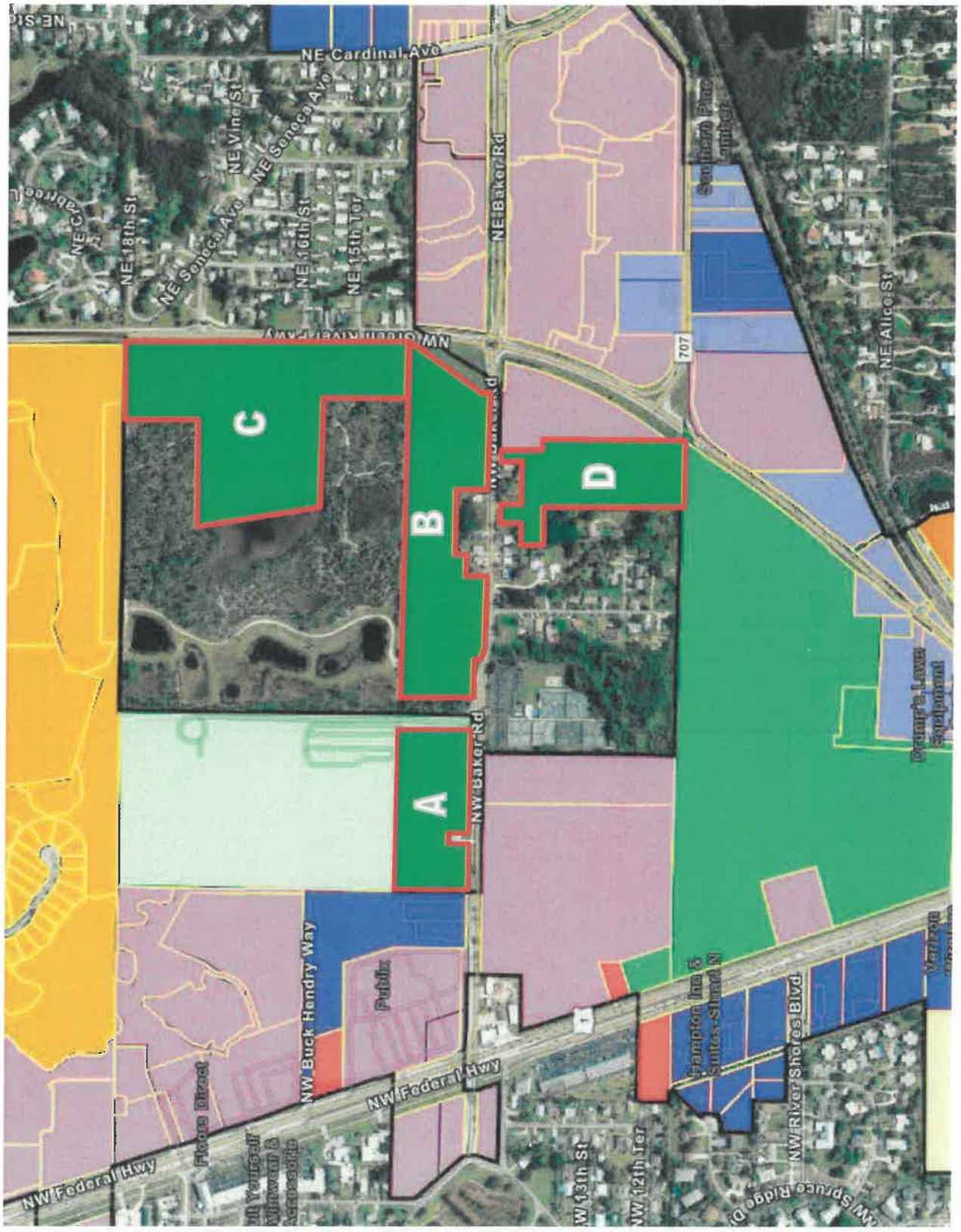


PROPERTIES SUBJECT OF PROPOSED ANNEXATION

FUTURE LAND USE

PROPOSED CITY: **CONSERVATION**

A
B
C
D
R-2
RT
RS-6
NE Baseline Ave
NE Baker RD
NE Cardinal Ave
NE Oriole Ave
NE Dove Ave
NE Seneca Ave
NE Lark Ave
NE Vine ST
NE Oak ST
NE 18 TH ST
NE 16 TH ST
NE 15 TH Ter
NE 16 TH Ter
NW Green River Pkwy
NW Dixie HWY
NW Charlie Green DR
NW Baker RD
NW Buck Hendry Way
NW Federal Hwy
NW 14 TH ST
NW 13 TH Ter
NW Antioch Ave
NW 9 TH Ave
NW Palm Lake DR
NW North River Shores Blv
NW Windermere DR
STUART
B-1
R-2B
M-1
PROPERTIES SUBJECT OF PROPOSED ANNEXATION
ZONING
EXISTING COUNTY
A: R-2
B: R-2, RT
C: RS-6, R-2
D: RM-8, R-5



PROPERTIES SUBJECT OF PROPOSED ANNEXATION

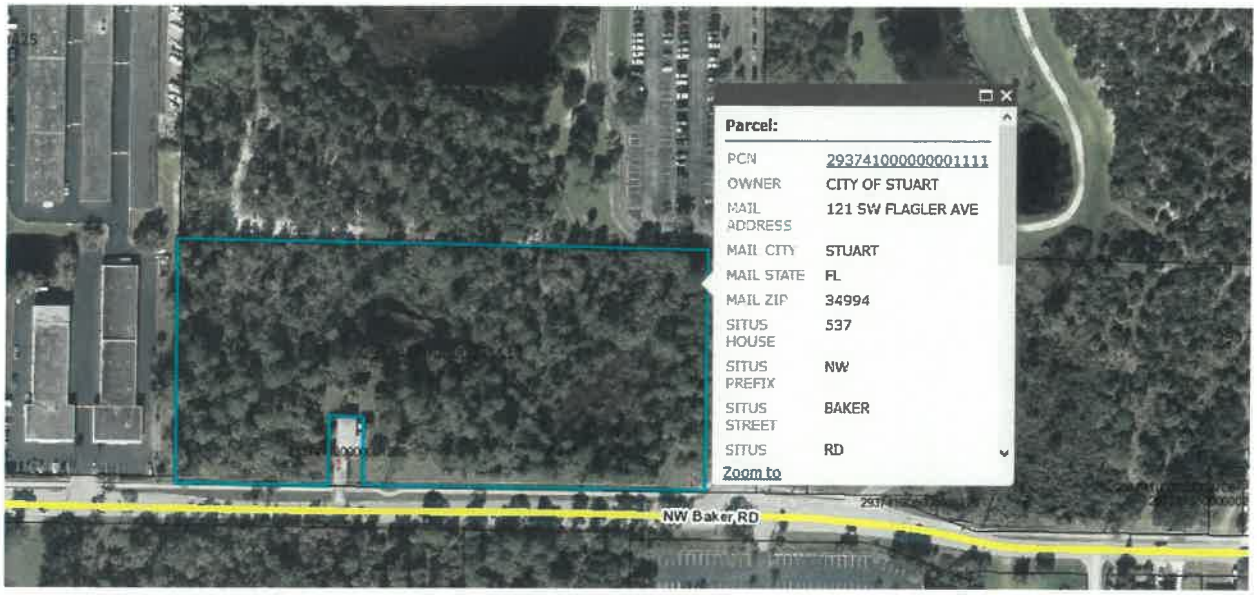
ZONING

PROPOSED CITY ZONING: **PUBLIC**

A

PARCEL ID: **29-37-41-000-000-00111-1** ACRES: **6.12**

ADDRESS: **537 NW BAKER RD, STUART**



LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

B

PARCEL ID: **29-37-41-000-000-00260-0** ACRES: **13.0**

ADDRESS: **391 NW BAKER RD, STUART**

LEGAL DESCRIPTION

Begin 633 feet East of the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run East 678 feet to the West road right-of-way, thence run Southwesterly and South to the North road right-of-way, thence run West along right-of-way 460 feet, thence run North 100 feet, thence run East 35 feet and North 292.87 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin 1,326.1 feet North of the Southeast section corner and 703.15 feet West for the Point of Beginning, thence continue West 300 feet, thence run South 244.59 feet, thence run East 265 feet, thence run South 50 feet, thence run East 35 feet and North 292.89 feet to the Point of Beginning, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

Begin at the Northwest corner of the Southeast ¼ of the Southeast 1/4 , thence run South 396.48 feet, thence run East along road right-of-way 180.12 feet, thence run North 100 feet, thence run East 100 feet, thence run North 50 feet, thence run East 50 feet, thence run North 244.59 feet and East 333 feet to the Point of Beginning, and the East 171 feet of the Southwest ¼ of the Southeast ¼, lying North of Baker Road, Section 29, Township 37 South, Range 41 East, Martin County, Florida.

AND

That part of the Southwest ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, lying North of the North right-of-way of Baker Road; less triangle along North right-of-way as described in O.R. Book 1076, Page 2499 and less that West 925.89 feet thereof.

(Containing 13 Acres +/-)

PARCEL ID: **29-37-41-000-000-00010-3** ACRES: **16.9**

ADDRESS: **NW GREEN RIVER PKY, STUART**

LEGAL DESCRIPTION

Part of the Northeast ¼ of the Southeast ¼ of Section 29, Township 37 South, Range 41 East, Martin County, Florida, described as follows:

Begin 2,255 feet, more or less, East of the Northwest corner of the Southeast ¼; thence run South 350 feet, thence run West 520 feet; thence run South 09°43'31" East 603.83 feet; thence run East 530 feet; thence run South 400 feet; thence run East to the East line of Section; thence run North to the Northeast corner of the Southeast ¼ and West to the Point of Beginning. Less and except the East 30 feet thereof.

D

PARCEL ID: **29-37-41-000-000-00501-9** ACRES: **6.44**

ADDRESS: **UNASSIGNED, SOUTH BAKER ROAD, STUART**

LEGAL DESCRIPTION

Commence at the Southeast corner of Section 29, Township 37 South, Range 41 East, Martin County, Florida, thence N 88°49'00" W along the South line of said section, a distance of 272.50', thence N 00°15'00" E along a line parallel to the East line of said section a distance of 874.94' to the South right of way line of Baker Road; thence N 89°04'50" W along said line, a distance of 282.26' to the Point of Beginning; thence N 89°04'50" W a distance of 50'; thence S 00°55'10" W a distance of 100'; thence N 89°04'50" W a distance of 200'; thence N 00°55'00" E a distance of 100'; thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 100' thence N 89°04'50" W a distance of 100'; thence S 00°55'10" W a distance of 107'; thence S 88°49'00" E a distance of 172.50'; thence S 00°18'41" W a distance of 664.53' to a point on the South line of Section 29; thence S 88°49'00" E along said South section line 335.44'; thence N 00°15'14" E a distance of 668.21'; thence N 88°56'17" W a distance of 57.22'; thence N 00°55'10" E a distance of 205.53' to the South right of way line of Baker Road and the Point of Beginning.

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 181-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONCEPTUAL APPROVAL AGREEMENT" BETWEEN THE CITY AND THE FLORIDA COMMUNITIES TRUST OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS RELATING TO THE "HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS PROJECT" GRANT; FURTHER DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A "CONFIDENTIALITY AGREEMENT" RELATING TO THIS PROJECT GRANT; APPROVING AN ACQUISITION PLAN FOR THE PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Conceptual Approval Agreement" between the City and the Florida Communities Trust of the Florida Department of Community Affairs relating to the "Haney Creek Watershed Preservation and Greenways Project." A copy of the agreement is attached as "Attachment A."

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute on behalf on the City a "Confidentiality Agreement" relative to this Project. A copy of the agreement is an attachment to the agreement.

SECTION 3: An "Acquisition Plan" is hereby approved for this Project. A copy of the plan is attached as "Attachment B."

SECTION 4: This resolution shall take effect upon adoption.

ADOPTED this 23rd day of November, 1998.

ATTEST:

DIANNE M. O'DONNELL
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY

ORIGINAL

FCT Contract #99-CT-8D-98-8A-H1-045

FLORIDA COMMUNITIES TRUST
P8A AWARD #98-045-P8A
HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONCEPTUAL APPROVAL AGREEMENT

THIS AGREEMENT is entered into on JANUARY 5, 1999, the date the last party executes this Agreement, by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (FCT Recipient), a local government of the State of Florida. The intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds (Project Site), that are necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Sections 259.101, 375.045, and Chapter 380, Part III, Florida Statutes (F.S.).

* * * * * * *

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs (Department) that will assist local governments in bringing local comprehensive plans into compliance and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal management elements of local comprehensive plans, or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c) of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) less certain reductions of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet have annually authorized the sale and issuance of State of Florida Department of Environmental Protection Preservation 2000 Revenue Bonds (Bonds); and Bonds have been annually sold, thereby producing revenues for distribution according to Section 259.101(3)(c), F.S.;

WHEREAS, the Bonds are issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-4, Florida Administrative Code (F.A.C.), describes the

procedures for evaluation and selection of lands proposed for acquisition using funds allocated to the FCT through the Department of Community Affairs from the Preservation 2000 Trust Fund;

WHEREAS, the FCT Governing Body met on August 27-28, 1998, to score, rank and select projects that were to receive Conceptual Approval for funding;

WHEREAS, the FCT Recipient's project, described in an application submitted for evaluation, was selected for funding and in accordance with Rule Chapter 9K-4, F.A.C., and more particularly described within this Agreement;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of Conceptual Approval that must be satisfied by FCT Recipient prior to the disbursement of any FCT Preservation 2000 funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Series Bond Proceeds.

NOW THEREFORE, FCT and FCT Recipient mutually agree as follows:

I. GENERAL CONDITIONS

1. At least two original copies of this Agreement shall be executed by FCT Recipient and returned to the FCT office at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 as soon as possible and before **December 15, 1998**. Upon receipt of the signed Agreements by FCT, FCT will execute the Agreements, retain one original copy and return all other copies that have been executed to FCT Recipient. If the FCT Recipient requires more than one original document, the FCT Recipient should photocopy the number of additional copies needed, and then execute each as an original document.

2. The name *Conceptual Approval Agreement* is used to indicate that the project has been approved as a concept that was described in FCT Application #98-045-P8A. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known, such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property. The Conceptual Approval Agreement is in every respect a grant contract between the parties. The Agreement describes activities that will be conducted both prior and subsequent to acquisition of the Project Site, described in the application that was submitted and selected for funding by the FCT.

3. Conceptual Approval for funding shall be until **July 27, 1999**. In the event the project has not been completed in full by **July 27, 1999**, the Conceptual Approval Agreement must be extended in order that the grant will remain in effect. In advance of the **July 27, 1999**, date and in sufficient time before a meeting of the FCT governing board that would allow

approval of an extension to this Agreement before its expiration, the FCT Recipient must request a written extension to the Conceptual Approval Agreement for project continuation in compliance with Rule 9K-4.010(2)(j), F.A.C. If the FCT Recipient does not request an extension, or if an extension is not granted to the FCT Recipient by the FCT Governing Body, the Preservation 2000 award granted to the FCT Recipient by the Governing Body shall terminate and all obligations hereunder shall cease.

Based upon the Florida Legislature's ongoing oversight of the rate of expenditure of funds, and the impact on future funding if expenditures do not timely occur, the FCT requires that the project be completed as soon as possible after project selection.

4. Extensions to this Agreement, described in Paragraph 3 above, shall not exceed 24 months from the date the Agreement was approved by the FCT, except as described in this paragraph. In compliance with Section 380.510(f), F.S., if the project is not concluded by **October 27, 2000**, the project shall only be extended if the FCT Governing Body determines that a request for additional time to complete the project is warranted based upon FCT Recipient's demonstration that significant progress is being made toward closing the project or that extenuating circumstances warrant an extension of time.

5. This Agreement may be terminated before its expiration at the written request of the FCT Recipient. Such a request shall fully describe the circumstances that compel the FCT Recipient to terminate the project. A request for termination should be mailed to the offices of the FCT at the address given in paragraph 1 above. The request for termination will be placed on the agenda of the next regularly scheduled meeting of the FCT Governing Body for concurrence by the FCT. The termination shall be acknowledged by the FCT in a letter to the FCT Recipient.

Circumstances may arise that, in the analysis of the FCT, warrant termination of the project before its completion. In such an event, the FCT will advise the FCT Recipient of its analysis and will confer with the FCT Recipient on continuation of the project. If the FCT Recipient concurs, a request for termination will be considered at the next regularly scheduled meeting of the FCT Governing Body.

6. FCT Recipient agrees to make diligent efforts to submit the documentation to FCT that is required in this Agreement as soon as is reasonably possible so that the Project Site may be acquired in an expeditious manner. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, are strictly enforced. Failure to adhere to deadlines, whether stated in this Agreement or associated with meetings of the FCT Governing Body, may result in delays in the project, may result in allocation of time or resources to other recipients that responded timely, and may result in this Agreement being voidable. It is the responsibility of the FCT Recipient to know all project deadlines, to devise a method of monitoring the project, and to adhere to all deadlines.

7. The FCT Preservation 2000 award granted to the FCT Recipient will in no event

exceed the lesser of Ninety-Five Percent (95.00%)of the final Total Project Costs, as defined in Rule 9K-4.002(30), F.A.C., or Four Million Four Hundred Twenty-Four Thousand Six Hundred Twenty-Five Dollars And No Cents ($4,424,625.00), unless the FCT Governing Body approves a different amount, which shall be reflected in an addendum to this Agreement.

8. The grant amount stated in paragraph 7 above is based on the FCT Recipient's estimate of Total Project Costs in application #98-045-P8A, as well as limits on awards in the Notice of Application Period announcing the application cycle. When disbursing funds for the project, the FCT will recognize the actual Total Project Costs, defined in Rule 9K-4.002(30), F.A.C., for acquisition of the Project Site. The Total Project Costs will be reflected on a grant reconciliation statement prepared pursuant to paragraph 10 below. The FCT will participate in the land cost at either the actual purchase price, or the Maximum Approved Purchase Price based on appraisal reports that comply with requirements set forth in Rule 9K-6.007, F.A.C., whichever is less, and multiplied by the percent stated in paragraph 7 above.

9. The FCT Governing Body has given Conceptual Approval for funding to acquire the entire Project Site identified in the FCT Recipient's application #98-045-P8A. The FCT Governing Body reserves the right to withdraw the FCT award if the acreage that comprises the Project Site is reduced so that the objectives of the acquisition cannot be achieved. Request for modification of the boundary of the Project Site identified in the FCT Recipient's application #98-045-P8A may be considered by the FCT Governing Body following the procedures for submission and review of boundary modification requests set forth in Rule 9K-4.0105, F.A.C.

If the Project Site is comprised of multiple parcels, an Acquisition Plan was required in the application. The FCT Governing Body reserves the right to withdraw the FCT award if the priority parcel(s), identified in the Acquisition Plan prepared pursuant to Rule 9K-4.004(5)(g), F.A.C., included in application #98-045-P8A, incorporated by reference herein and attached as Exhibit "A," cannot be acquired. Approval of the Conceptual Approval Agreement shall constitute approval of the Acquisition Plan by FCT.

10. The FCT funds shall be delivered either in the form of eligible Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT award that corresponds to the parcel being closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that will evidence the amount of local match, if any is required, provided by the FCT Recipient and the portion of the FCT award that corresponds to the parcel being closed. Cash expended by the FCT for eligible Project Costs incurred by the FCT will be recognized as part of the FCT grant award amount on the grant reconciliation statement.

11. The FCT Recipient's local match, if any is required, shall be delivered either in the form of eligible Project Costs prepaid to vendors by the FCT Recipient; cash; eligible documented donation by Seller of land value; or FCT Recipient's warrant at the closing of the Project Site. If the Project Site is comprised of multiple parcels, the FCT Recipient shall deliver at the closing of each parcel the share of the local match, if any is required, that corresponds to the parcel being closed. The cash expended by the FCT Recipient for eligible Project Costs incurred by the FCT Recipient conducting acquisition activities will be recognized as part of the local match, if any is required, on the reconciliation statement prepared pursuant to paragraph 10 above. In the event FCT Recipient's application #98-045-P8A represents that land value is the source of local match, if any is required, the value attributed to the land local match, if any is required, shall be determined after an appraisal report that complies with the procedures and requirements set forth in Rule 9K-6.007, F.A.C. Such appraisal report shall be subject to review and approval by FCT prior to FCT funds being delivered for the project.

12. The FCT Governing Body adopted the Preservation 2000 Program Approved List of Complete Applications for Series P8A Funding Cycle on May 18, 1998, at which time the Project Site became part of a list of lands that were approved for consideration for land acquisition. If action initiated by the FCT Recipient that is the local government having jurisdiction over the Project Site, subsequent to May 18, 1998, results in a governmentally-derived higher value due to an enhanced highest and best use, the FCT acquisition activities will be terminated unless the seller agrees that the appraisal will be done at the highest and best use of the Project Site on or before May 18, 1998.

13. FCT Recipient hereby notifies the FCT that the following local government employee or official is the authorized key contact, or project manager, on behalf of the FCT Recipient for purposes of coordinating project activities for the duration of the project:

Name: David Collier
Title: City Manager
Address: 121 S.W. Flagler Ave. Stuart, Fl. 34994
Phone: (561) 288-5312 Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the key contact on behalf of the FCT Recipient named above. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative named in paragraph II.6.d. below.

14. This Agreement may be amended at any time prior to FCT giving Project Plan approval to the FCT Recipient. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT. Such amendments shall become a part of this Agreement.

II. REQUIREMENTS THAT MUST BE MET PRIOR TO INITIATION OF PROJECT SITE NEGOTIATION

1. The FCT Recipient hereby notifies the FCT that City of Stuart [*note: elect either FCT, FCT Recipient or FCT Recipient Agent*] will be the party responsible for all negotiation and acquisition activities.

2. The FCT Recipient hereby notifies the FCT that the FCT Recipient(s)' Federal Employer Identification Number(s) is 59-6000 433.

3. No later than **December 15, 1998,** the FCT Recipient must deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the FCT Recipient and FCT.

4. No later than **December 15, 1998,** the FCT Recipient shall execute a Confidentiality Agreement pursuant to Rule 9K-6.010(5), F.A.C. A sample of a Confidentiality Agreement is attached as Exhibit "B"; an Agreement specific to this project will be prepared by FCT for execution by the FCT Recipient. This Confidentiality Agreement is not a part of this Agreement and may be amended without amending this Agreement, if needed.

5. By execution of this Agreement, the FCT Recipient affirms that:

a. the FCT Recipient is ready, willing and able to provide the local match, if any is required;

b. the FCT Recipient reaffirms the representations made in FCT Application #98-045-P8A;

c. the FCT Recipient shall, on the anniversary date of the approval of the Project Plan by the FCT Governing Body, prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.;

d. the FCT Recipient authorizes the local government employee, official or authorized representative named in this paragraph to execute all documents in connection with this project on behalf of the FCT Recipient, including but not limited to the Conceptual Approval Agreement or any addenda thereto, purchase agreement for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and Grant Award Agreement pursuant to Rule 9K-6.014(6), F.A.C.:

Name: David Collier
Title: City Manager
Address: 121 S.W. Flagler Ave. Stuart, Fl. 34994

Phone: (561) 288-5312 Fax: (561) 288-5316

The FCT Recipient must notify the FCT as to any change in the authorization of the local government employee, official or representative named in this paragraph to execute all documents on behalf of the FCT Recipient. This notification must be made in writing to the Executive Director and signed by the appropriate local government employee, official or authorized representative.

III. PROJECT PLAN APPROVAL

1. Prior to closing of the real estate transaction and final disbursement of award funds by FCT, the FCT Recipient must prepare a Project Plan that complies with Rule 9K-4.011, F.A.C. This Project Plan is a compilation of the following items listed below, which must be reviewed and approved by FCT in a meeting of the FCT Governing Body. In the event that the FCT Recipient is a partnership, the FCT Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

The Project Plan shall include, and shall not be considered by FCT unless it includes allof the following documents, to be reviewed an approved by FCT to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, **in a form approved by the FCT staff prior to being executed by the Seller, such agreement fully executed by both the Seller and the FCT Recipient,** that is based on an appraisal or appraisals prepared consistent with the requirements of Rule Chapter 9K-6, F.A.C., and otherwise consistent with the provisions of that rule chapter and in a form and with terms that are acceptable to FCT. (See Paragraph 1 of Section IV below.)

b. A management plan that complies with the following: written according to Exhibit "C" (*FCT Technical Assistance Bulletin #2--Writing a Management Plan*), which is attached hereto and incorporated herein by reference; acceptable to FCT; addresses the criteria and conditions set forth in Section IV, V, VI, VII and VIII hereinbelow; and, at a minimum, sets forth how the site will be managed to further the purpose of the project, contains a description of all planned improvements to the Project Site, identifies the costs of management and site improvement and funding sources, and identifies the management entity and its funding source.

If the FCT Recipient is not the proposed managing entity, the Project Plan must also include a signed agreement between the FCT Recipient and the managing entity stating the managing

entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project, and identification of the source of funding for management.

c. A statement of the Total Project Cost, including all non-recurring costs of project development.

d. A statement of the amount of the award being requested from the FCT.

e. A statement from each local government in whose jurisdiction the Project Site is located that the Project Plan is consistent with the local comprehensive plan.

f. Evidence that the conditions imposed as part of the Conceptual Approval Agreement have been satisfied.

g. An affidavit from the FCT Recipient evidencing that after conducting a diligent search, the FCT Recipient, to the best of its knowledge, represents that there are no existing or pending violations of any local, state, regional and federal laws and regulations on the Project Site.

2. The FCT strongly encourages the FCT Recipient to request a courtesy review of its entire Project Plan, but especially its management plan, well in advance of the meeting of the FCT Governing Body where the Project Plan will be considered for approval and funds will be authorized for disbursement. As a part of its duties to the FCT Governing Body, FCT Staff will make a recommendation of approval of complete and accurate Project Plans or disapproval of incomplete or insufficient Project Plans. FCT Recipient is strongly urged to coordinate with the FCT staff in order that the FCT review of the management plan coincides with both the anticipated FCT Governing Body approval and the closing date of the real estate transaction(s) associated with the project.

3. Pursuant to 9K-4.011(2)(f), F.A.C., FCT shall withhold Project Plan approval if the local comprehensive plan(s) of the FCT Recipient or the FCT Recipient's partner is, for any reason, found not in compliance by the Department after conceptual approval has been granted by FCT, unless the FCT Recipient has executed a Compliance Agreement (formerly called a stipulated settlement agreement) with the Department to resolve all of the issues raised by the Department in a statement of intent to find a plan not in compliance issued pursuant to Section 163.3184(8), F.S.

4. Pursuant to Rule 9K-4.011(3), F.A.C., the FCT shall publish a Notice of Approval for Preservation 2000 Funds in the *Florida Administrative Weekly* that shall list each Project Plan that has received approval for funding and the amount of funding approved. Any person with a substantial interest that is or may be determined by the decision of the FCT to reject or approve the Project Plan may request an administrative proceeding pursuant to Section 120.57, F.S. within 21 days from publication of the Notice of Approval for Preservation 2000 Funds. Real

estate closings associated with the project may close only after expiration of the 21-day notice period, so long as no requests for an administrative proceeding have been filed.

IV. PROJECT SITE ACQUISITION REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, F.S.

FCT RECIPIENT AGREES AS FOLLOWS:

1. FCT shall approve the terms under which the interest in land is acquired, pursuant to Section 380.510(3), F.S. Such approval is deemed given when the FCT governing body approves and executes the purchase agreement for acquisition of the Project Site, further described in Section III.1.a. above, to which FCT is a party.

2. Title to the Project Site shall be titled in the FCT Recipient, unless the FCT Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund (Trustees). Such request shall be subject to the approval of FCT and the Trustees. **The FCT Recipient hereby elects that title to the Project Site shall be vested in** City of Stuart **[*Note–insert either the name of FCT Recipient or Board of Trustees of Internal Improvement Trust Fund*].** If the FCT Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C.

3. The transfer of title to the FCT Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S., and Rule Chapter 9K-6, F.A.C., have been fully complied with by the FCT Recipient and FCT.

4. Any deed whereby the FCT Recipient acquires title to the Project Site shall contain or be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Section 375.045 and 375.051, F.S.; Section 9, Article XII of the State Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds and shall contain clauses providing for the conveyance of title to the Project Site in the Board of Trustees of the Internal Improvement Trust Fund upon failure to use the Project Site conveyed thereby for such purposes. Such covenants and restrictions as are described in this paragraph shall be in the form of a Grant Award Agreement, prepared by FCT, executed by the parties to the Conceptual Approval Agreement and recorded at the time of closing of the Project Site. The recordable Grant Award Agreement shall restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. All statements contained in the recordable Grant Award Agreement are contained in this Conceptual Approval Agreement, with the exception of statements that do not survive the real estate closing of the Project Site.

5. The Grant Award Agreement containing such covenants and restrictions as

referenced in paragraph 4 above and describing the real property subject to the Agreement shall be executed by the FCT and FCT Recipient at the time of the conveyance of the Project Site and shall be recorded in the county in which the Project Site is located.

6. If any essential term or condition of the Grant Award Agreement is violated, and the FCT Recipient does not correct the violation within 30 days of written notice of violation, title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The deed transferring title to the Project Site to the FCT Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

7. The interest acquired by the FCT Recipient in the Project Site shall not serve as security for any debt of the FCT Recipient.

8. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed or revert to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

9. The Project Site shall be managed only for the conservation, protection and enhancement of natural resources and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site must be specifically designated in the management plan approved by the FCT as a part of the Project Plan.

V. OBLIGATIONS OF THE FCT RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Following the acquisition of the Project Site, the FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient subsequent to the Project Site's acquisition.

2. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

3. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the management plan approved by the FCT as a part of the Project Plan.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

5. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

VI. OBLIGATIONS OF THE FCT RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Sections 375.045(4) and 380.510(7)(a) and (b), F.S., to impose conditions for funding on FCT Recipient in order to ensure that the project complies with the requirements for the use of Preservation 2000 Bond proceeds including without limitation the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. If the Project Site is to remain subject, after its acquisition by the FCT Recipient and/or the Trustees, to any of the below listed transactions, events, and circumstances, the FCT Recipient shall provide at least 60 days advance written notice of any such transactions, events, and circumstances to FCT, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest. FCT Recipient agrees and acknowledges that the following transactions, events, and circumstances may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The FCT Recipient further agrees and acknowledges that the following transactions, events, and circumstances may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to any person or organization;

b. the operation of any concession on the Project Site by any person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with any person or organization;

d. any use of the Project Site by any person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

f. a management contract of the Project Site with any person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

The foregoing are collectively referred to as the "Disallowable Activities."

VII. DISALLOWABLE ACTIVITIES/REMEDIES

In the event that FCT determines at any time or from time to time that the FCT Recipient is engaging or allowing others to engage in Disallowable Activities on the Project Site, the FCT Recipient agrees to immediately cease or cause the cessation of the Disallowable Activity upon receipt of written notice from the FCT. To the extent allowed by law, FCT Recipient hereby indemnifies and agrees to hold FCT harmless from all claims, causes of action or damages of any nature whatsoever arising from or with respect to Disallowable Activities on the Project Site. Nothing herein shall be deemed a waiver of the FCT Recipient's sovereign immunity. In addition to all other rights and remedies at law or in equity, FCT shall have the right to temporary and permanent injunctions against FCT Recipient for any Disallowable Activity on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

VIII. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN

The management plan for the Project Site is mentioned throughout this Agreement, and is particularly described in Paragraph 1.b. of Section III above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the management plan shall address the following conditions that are particular to the Project Site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-4.010(2)(f), F.A.C.:

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A stormwater management program shall be developed and implemented on the Project Site to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.

12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.

14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

This Agreement including Exhibits "A", "B" and "C" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

CITY OF STUART

By: _____
Print Name: Jeffrey A. Krauskopf

Its: Mayor

Date: 11/24/98
ATTEST: _____
Print Name: Dianne O'Donnell
City Clerk

Approved as to Form and Legality:

By: _____
Print Name: CARL V.M. COFFIN

FLORIDA COMMUNITIES TRUST

By: _____
James F. Murley, Chair

Date: 1/5/99

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

STATE OF FLORIDA
COUNTY OF MARTIN

I, the undersigned, duly appointed City Clerk of the City of Stuart, Florida, HEREBY CERTIFY that this is a true and correct copy of the original.

Signature: _____
CITY CLERK

DATE: 3/17/99

ORIGINAL

Contract No: 99-CT-8D-98-8A-H1-045
FCT Project No: 98-045-P8A
FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality within the State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A_("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list must be made in writing and the FCT Recipient must receive the written consent of the FCT Executive Director and execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	FCT Recipient Board Member, Staff or Agent name	Signature
	Karl J. Krueger, Jr., Mayor	
	Gene C. Rifkin, Vice Mayor	
	Charles S. Foster, Commissioner	
	Jeffrey A. Krauskopf, Commissioner	
	Robert W. Walker, Commissioner	
	David Collier, City Manager	
	Carl V.M. Coffin, City Attorney	
	Dianne M. O'Donnell, City Clerk	
	Wm. F. Underwood, Administrative Services Director	

CITY OF STUART

By: _____

Print Name: Karl J. Krueger

Its: Mayor

Date: 3/8/99

ATTEST: _____
Dianne M. O'Donnell, City Clerk

Approved as to Form and Legality:

By: _____

Print Name: Carl V.M. Coffin
City Attorney

FLORIDA COMMUNITIES TRUST

By: _____
Anne Peery, Executive Director

Date: 3/11/99

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

Contract No: 99-CT-8D-98-8A-H1-045
FCT Project No: 98-045-P8A
FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 1 to Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART ("FCT Recipient"), this 15th day of July 1999.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by FCT Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the Project Site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 1999 ;

WHEREAS, the FCT Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 1999 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any agreement must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

NOW THEREFORE, the FCT and FCT RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 1999

3. The Conceptual Approval Agreement by and between FCT and FCT Recipient is hereby extended until January 27, 2000

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 1 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: _____
Print Name: Karl J. Krueger, Jr.
Mayor
ATTEST: _____
Dianne M. O'Donnell
City Clerk
Date: 7/2/99

FLORIDA COMMUNITIES TRUST

By: _____
Steven M. Seibert, Chair
Date: 7/19/99

Approved as to Form and Legality:

By: _____
Print Name:
CARL V.N. COFFIN

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Dianne M. O'Donnell
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

July 2, 1999

Florida Communities Trust
Anne Peery, Executive Director
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

ATTENTION: Anne Perry, Executive Director

REFERENCE: Haney Creek Watershed Preservation & Greenways Grant
Addendum I - PROJECT #98-045-P8A / City of Stuart

MESSAGE: Enclosed are two original addendums executed by city officials. Please complete with required signatures and return one fully executed original to the Office of the City Clerk at the address indicated above.

If you have any questions please do not hesitate to call.

Sincerely,

Dianne M. O'Donnell
City Clerk

Enc.

rec'd 7/27

Florida Communities Trust

June 14, 1999

David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: City of Stuart
Haney Creek Watershed Preservation and Greenways
Project Number: 98-045-P8A

Mr. Collier:

Enclosed find Addendum I to the Conceptual Approval Agreement for the referenced project. The Addendum reflects an extension of time granted by the governing board of the Florida Communities Trust at its June 11, 1999, meeting. Your agreement has been extended according to the terms set forth in the addendum. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust **as soon as possible.**

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

Sincerely,

Anne Peery
Executive Director

Enclosure: Conceptual Approval Agreement Addendum I

RECEIVED
AUG - 6 1999

Florida Communities Trust

August 4, 1999

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum I to Confidentiality Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

For

Lee H. Slaton
Operations & Management Consultant I

LHS\bw

Enclosures

Contract No: 99-CT-8D-98-8A-H1-045
FCT Project No: 98-045-P8A
FCT Project Name: HANEY CREEK WATERSHED PRESERVATION AND GREENWAYS

ADDENDUM TO CONFIDENTIALITY AGREEMENT

This is an Addendum to the Confidentiality Agreement ("Agreement") pursuant to Rule 9K-6.010(5), Florida Administrative Code (F.A.C.), and is entered into by the parties to add the undersigned persons to the list contained in the Agreement between the parties.

Parties to the Confidentiality Agreement: CITY OF STUART ("FCT Recipient"), a municipality State of Florida, and the Florida Communities Trust ("FCT"), a nonregulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the Project Site in FCT application 98-045-P8A That was selected for funding and is governed by a Conceptual Approval Agreement for FCT Project Number 98-045-P8A ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-6.002(17), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07(1), Florida Statutes (F.S.).

b) The FCT Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C. The FCT Recipient may disclose such confidential information only to the individuals listed herein below.

c) The undersigned board members and staff of the FCT Recipient ("FCT Recipient") and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 98-045-P8A as required by Section 125.355 (1)(a), F.S., for counties, or Section 166.045 (1)(A), F.S., for municipalities, and Rule Chapter 9K-6, F.A.C., and by this Confidentiality Agreement between the FCT Recipient and FCT.

d) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	FCT Recipient Board Member, Staff or Agent name	Signature
7-22-99	Kim DeLaney, City Planner, City of Stuart	Kim DeLaney
7-23-99	Matthew Sexton, Florida Representative, The Conservation Fund	

CITY OF STUART

By: David Collier
Print Name: DAVID COLLIER

Its: CITY MANAGER

Date: JULY 19, 1999

Approved as to Form and Legality:

By: Carl V.M. Coffin
Print Name: CARL V.M. COFFIN

FLORIDA COMMUNITIES TRUST

By: Anne Peery
Anne Peery, Executive Director

Date: 8/3/99

Approved as to Form and Legality:

By: Ann J. Wild
Ann J. Wild, Trust Counsel

ORIGINAL

Contract No: 99-CT-8D-98-8A-A1-045
FCT Project No: 98-045-P8A
FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 2 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART(Recipient), this 7th day of MARCH, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires January 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the January 27, 2000 expiration date;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before January 27, 2000.

3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until July 27, 2000.

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 2 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: _____
Print Name: Karl J. Krueger Jr.

Its: Mayor

Date: _____

ATTEST
City Clerk
Dianne M. O'Donnell, City Clerk

Approved as to Form and Legality:

By: _____
Print Name: CARL V.M. COFFIN

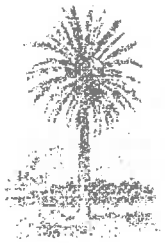
FLORIDA COMMUNITIES TRUST

By: _____
for Steven M. Seibert, Chair

Date: 3/3/00

Approved as to Form and Legality:

By: _____
Ann J. Wild, Trust Counsel



RECEIVED
MAR - 9 2000
CITY OF STUART-CITY MGR.

Florida Communities Trust

March 6, 2000

Mr. David Collier
City Manager
121 S.W. Flagler Ave.
Stuart, Florida 34994

RE: FCT Project Number: 98-045-P8A
City of Stuart
Haney Creek Watershed Preservation and Greenways

Dear Mr. Collier:

Enclosed please find a fully executed original of the Addendum II to Conceptual Approval Agreement for the above- referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

For

Lee H. Slaton
Operations & Management Consultant I

LHS\bw

Enclosures

RECEIVED
MAR 9 2000
CITY OF STUART
CITY CLERKS OFFICE

Department of Community Affairs • 2555 Shumard Oak boulevard • Tallahassee, FL 32399-2100
850/922-2207 • SunCom 292-2207 • FAX 850/921-1747

Florida Communities Trust Recycles

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Dianne M. O'Donnell
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

February 21, 2000

Ralph Cantral, Acting Executive Director
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, Fl 32399-2100

Dear Ralph Cantral, Acting Executive Director:

SUBJECT:FCT PROJECT # 98-045-P8A Honey Creek

Enclosed are two original Conceptual Approval Agreements for your execution. Please sign and date both and mail one fully executed original back in the self-stamped addressed envelope provided.

Respectfully,

COPY

Cherie White
Office Assistant II

Enclosures (2)

cw

Florida Communities Trust

January 27, 2000

RECEIVED
JAN 31 2000
CITY OF STUART CITY MGR.

Mr. David Collier
City Manager
City Development Department
121 SW Flagler Avenue
Stuart, FL 34994-2192

RE: FCT Project Number 98-045-P8A
Haney Creek Watershed Preservation and Greenways
City of Stuart

Dear Mr. Collier:

Enclosed are two originals of Addendum 2 to the Conceptual Approval Agreement for the project. The Addendum includes an extension of time as approved by the governing board of the Florida Communities Trust at its January 26, 2000, meeting. Any questions about the addendum can be directed to Ann Wild, Trust Attorney at (850) 488-0410. Please execute the addendum and return it to the Trust **as soon as possible.**

Please expedite your FCT project so that we can conclude it as soon as possible. This expediting includes promptly returning documents, phone calls or any other step needed to achieve success in your project. I encourage you to rely on the Trust staff for any assistance you need to bring the project to a successful conclusion.

Sincerely,

Ann Wild for

Ralph Cantral
Acting Executive Director

RC:lhs

Enclosure: Conceptual Approval Agreement Addendum 2

Contract No: 99-CT-8D-98-8A-A1-045
FCT Project No: 98-045-P8A
FCT Project Name: Haney Creek Watershed Preservation and Greenways

ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT

This ADDENDUM 3 to the Conceptual Approval Agreement is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF STUART (Recipient), this 7th day of SEPTEMBER, 2000.

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement setting forth the conditions of conceptual approval that must be satisfied by Recipient prior to the disbursement of the FCT Preservation 2000 award and the restrictions that are imposed on the project site subsequent to its acquisition;

WHEREAS, the term of the Conceptual Approval Agreement expires July 27, 2000;

WHEREAS, the Recipient in accordance with GENERAL CONDITIONS paragraph 3 of the Conceptual Approval Agreement and in compliance with Rule 9K-4.010(2)(j), F.A.C., has timely submitted to FCT a written request for extension of the July 27, 2000 expiration date;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.; and

WHEREAS, Section 215.97, Florida Statutes, the Florida Single Audit Act, provides uniform state audit requirements for state financial assistance provided by state agencies over the audit threshold as defined in that Section;

WHEREAS, the parties hereto desire to make these requirements a part of the Conceptual Approval Agreement as provided by Rule 9K-4.010(2)(j), F.A.C.;

WHEREAS, the Recipient has requested the expansion of the boundary of the Project Site to add two adjacent parcels and this request was approved on August 3, 2000, by the Acting Executive Director pursuant to the authority delegated to him by the governing board ;

WHEREAS, the parties hereto desire to make these two parcels a part of the Conceptual Approval Agreement; and

WHEREAS, the Recipient has requested a modification to the Acquisition Plan included in the application, and incorporated by reference and attached as Exhibit "B" to the Conceptual Approval Agreement, to include these two parcels;

WHEREAS, the parties hereto desire to amend the Conceptual Approval Agreement to modify the Acquisition Plan;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the Recipient. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT;

NOW THEREFORE, the FCT and RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3. and paragraph 4., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 3.

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before July 27, 2000.

3. The Conceptual Approval Agreement by and between FCT and Recipient is hereby extended until January 27, 2001.

4. The Conceptual Approval Agreement by and between FCT and Recipient is hereby amended to add Section IX as follows:

IX. AUDIT REQUIREMENTS

1. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

2. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by FCT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

3. The Recipient shall also provide FCT with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. In the event that the Recipient expends a total amount of State financial assistance from all state sources equal to or in excess of $300,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Section I.7. above below indicates State financial assistance through FCT by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by FCT as a grant appropriation.

a. The annual financial audit report shall include all management letters and
the Recipient's response to all findings, including corrective actions to be taken.

b. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

c. The complete financial audit report, including all items specified in (12)(d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

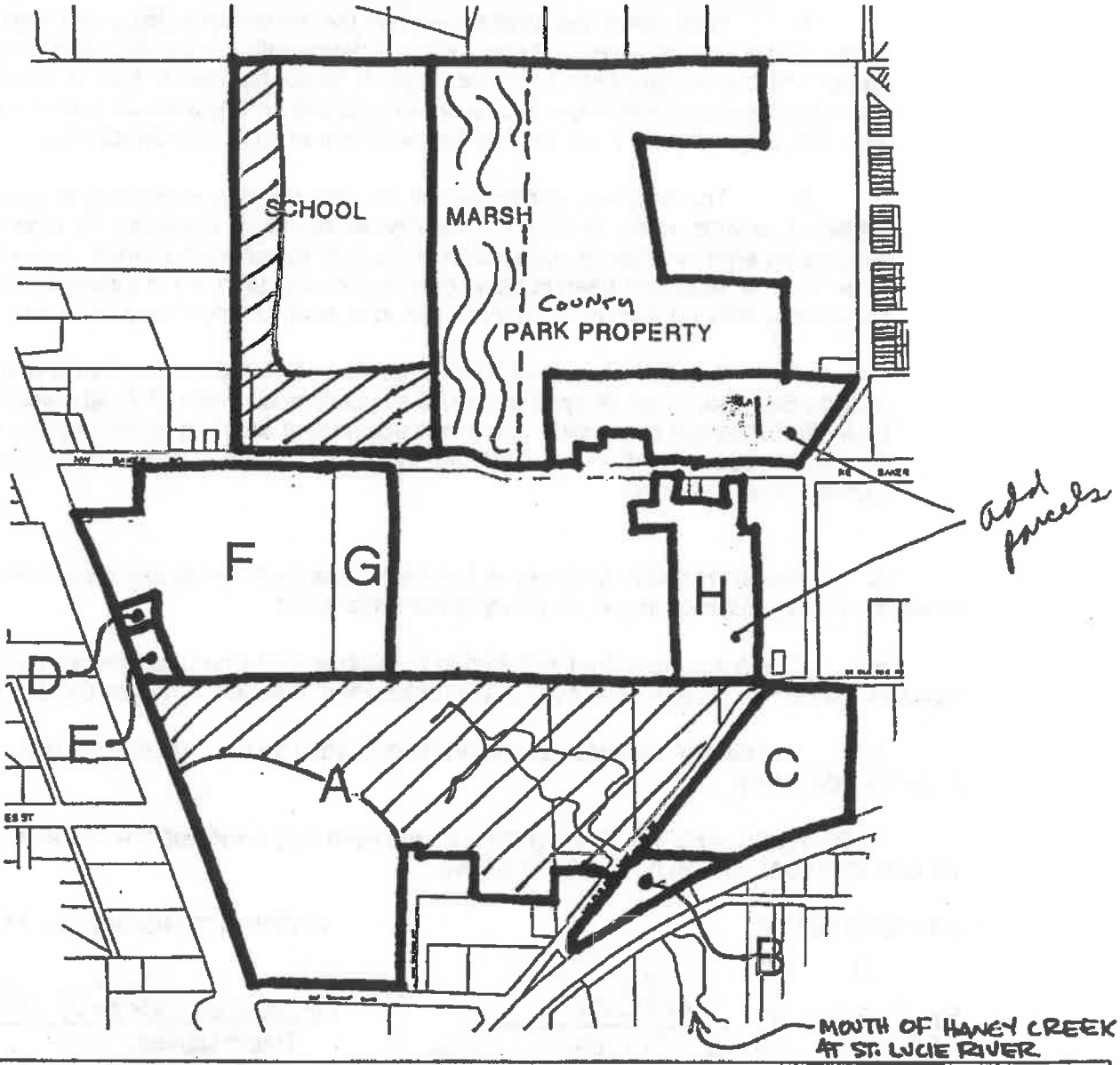
State of Florida Auditor General
Attn: Ted J Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

d. In connection with the audit requirements addressed above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

e. If the Recipient expends less than $300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

HANEY CREEK WATERSHED PRESERVATION & GREENWAYS PROJECT

MAP OF PURCHASE AREA & SUBJECT PROPERTIES



LEGEND	
A	Kremser property (mostly upland; may be developed)
A	Kremser property (location of Arant's Swamp and slough; cannot be developed or mitigated. City to acquire through PUD negotiations)
B	Bussell property (option contract pending)
C	Boll property (counter-offer pending from owner)
D	Sommer property
E	Conway property
F	Bridgeton property (option contract approved; closing TBA)
G	Bridgeton property (option contract approved; closing TBA)
H	Dragseth property (to be added via boundary modification)
I	Tilton property (to be added via boundary modification)
SCHOOL	Felix Williams Elementary School (area of school improvements)
SCHOOL	Felix Williams Elementary School (area of preserve to be dedicated to City)
MARSH	Flow-through freshwater marsh (included within County-owned park property; permits to be approved by SFWMD in July 2000)
PARK PROPERTY	County-owned surplus park property (to be preserved with limited passive recreational improvements)

EXHIBIT "A"

5. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with 215,97, Florida Statutes, by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

5. Parcels H and I as shown on Exhibit "A" attached hereto and made a part hereof are hereby included in the boundary of the Project Site.

6. The Acquisition Plan attached to the Conceptual Approval Agreement is hereby replaced, revised and superseded by the Acquisition Plan attached hereto as Exhibit "B".

7. The date of execution of this addendum shall be the date that the last party signs this addendum

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM 3 TO CONCEPTUAL APPROVAL AGREEMENT.

CITY OF STUART

By: David Collier.
Print Name: DAVID COLLIER
Its: City Manager

ATTEST: Dianne M. O'Donnell
City Clerk

Date: August 28, 2000

Approved as to Form and Legality:

By: Carl V. M. Coffin
Print Name: CARL V. M. COFFIN

FLORIDA COMMUNITIES TRUST

By: Ann Wild for
Ralph Cantral,
Acting Executive Director

Date: 9-7-00

Approved as to Form and Legality:

By: Ann Wild
Ann J. Wild, Trust Counsel

Acquisition Plan

Project Name: Haney Creek Watershed Preservation and Greenways Project

Applicant: City of Stuart

Rule 9K-4.004(5)(g), Florida Administrative Code, reads in part as follows:

> If the project site consists of more than one parcel or owner, an Acquisition Plan, as defined in Rule 9K-4.002(2), is required.

Rule 9K-4.002(2), Florida Administrative Code, reads as follows:

> Acquisition Plan applies to Project Sites with multiple parcels or multiple owners and means a written description of the priority parcels and the general order in which the parcels will be acquired to assure that, in the event that all parcels cannot be acquired, the purposes of the project can be achieved.

Florida Communities Trust (FCT) staff will review the acquisition plan to assure that the purposes of the project can be achieved in the event all parcels cannot be acquired.

Provide tax identification number for all parcels within the project boundary

See attached summary ownership data sheet (Exhibit D).

Provide the name, address and phone number, if available, for all the owners of parcels within the project boundary.

See attached summary ownership data sheet (Exhibit D).

Identify the priority parcels needed to achieve the purposes of the project.

The key parcels required are reference parcels F, G and B (please see Exhibit D). Ownership of these parcels will enable the flow-through marsh construction on parcels F and G (23.5 acres) and control of the tributary flood plain via parcel B. These parcels abut and surround wetlands in the largest parcel, parcel A which is a key feature in the Haney Creek project.

Purchase of parcel A is highly desirable due to its size and diversity of habitats and is a key link of the overall greenways/flowways project if the surrounding parcels are in public ownership. If not purchased in this program, the combination of the City's upland preserve requirements and state and federal wetlands protection will likely protect a large portion of this parcel under conservation easements with any development proposal. However, the protection of parcel A in public ownership will allow both the connection to the greenway/flowway from the drainage basin to the north as well as provide protection of key environmental areas and habitats present on the

site.

Parcel C is next most desirable, being comprised of sand pine uplands and seepage slope wetlands tributary to parcel B.

Parcels H and I will allow a greenway/flowway connecting into the eastern portion of the Swamp, which will improve stormwater quality and preservation of a native corridor for wildlife. In addition, Parcel I contains an old borrow pit which will allow for the preservation of a deepwater habitat, thereby expanding the habitat functions of the entire project.

Finally, parcels D and E are included to preclude development adjacent to the main freshwater swamp along Federal Highway. These are also desirable but not essential to overall success.

Identify the general order in which the parcels should be acquired, parcels can be grouped in categories.

FIRST PRIORITY
Parcel A
Parcel B
Parcel C
Parcel F
Parcel G
Parcel H
Parcel I

SECOND PRIORITY
Parcel E
Parcel D

INSTR # 1452314
OR BK 01502 PG 0951
RECORDED 08/29/2000 11:39 AM
MARSHA EWING
MARTIN COUNTYFlorida
DEPUTY CLERK S Johnson

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

After Recording Return To:
Robert D. Schwartz, Esq.
Law offices of Robert D. Schwartz, P.A.
555 South Federal Hwy.--Suite 430
Boca Raton, FL 33432

FLORIDA COMMUNITIES TRUST
P8A AWARD# 98-045-P8A
FCT Contract# 00-CT-P8-98-P8A-J1-045

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 29th day of June, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF STUART, a political subdivision of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Martin County, Florida, as referenced in the warranty deed vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation

Unofficial Copy

2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT:

Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient:

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

ATTN: Kim Delaney, City Planner

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed

uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax con-sequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

Unofficial Copy

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Outdoor recreational facilities including nature trails, boardwalks, an observation deck and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Preservation 2000 Program and the Recipient. Such recognition shall also be included in all printed literature and advertising associated with the Project Site.

3. Regularly scheduled and ongoing educational programs that promote the protection of natural resources shall be provided at the Project Site. The programs shall include guided walks and programs for school groups.

4. A survey of vegetative communities and plant species shall be conducted on the Project Site. The FCT Recipient shall detail how

the survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural resources on the Project Site.

5. The slash pine, sand pine scrub, hardwood swamp and wetland communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the gopher tortoise, scrub jay and wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

7. Management of the Project Site shall be coordinated with the Department of Environmental Protection's Aquatic Preserve Management Plan and the Indian River Lagoon SWIM Plan.

8. Adjacent development activities shall be monitored through the development review and approval process to ensure that such activities do not negatively effect the resources on the Project Site. Vegetated buffers shall be used as necessary to ensure that resources and planned outdoor recreation activities on the project site are sufficiently protected from the adverse impacts of adjacent land uses.

9. Approximately 7 acres of disturbed upland and wetland vegetation on the Project Site shall be restored in terms of biological composition and ecological function by removing exotics and planting native vegetative species.

10. An ongoing monitoring and control program for invasive exotic vegetation shall be implemented at the Project Site. The Exotic Pest Plant Council's List of Florida's Most Invasive Species shall be used to identify invasive exotic vegetation on the Project Site.

11. A stormwater management program shall be developed and implemented on the ProjectSite to improve the quality of water entering Haney Creek and the St. Lucie River. The FCT Recipient shall coordinate with the South Florida Water Management District on the development of a stormwater management program for the Project Site.

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12. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of a prescribed burn plan shall be coordinate with Division of Forestry and Game and Fresh Water Fish Commission.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area.

14. Pedestrian and bicycle access to the Project Site shall be promoted as an alternative to automobile transportation by providing pedestrian walkways and/or bicycle parking stands.

15. The Project Site shall be incorporated into the City's overall management program for the protection and enhancement of natural and recreational resources within the greenway corridor that extends from the St. Lucie River to the Savannahs State Preserve.

16. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Mary F. Whisenant
Witness Name:

N. Pat Perron
Witness Name:

CITY OF STUART

BY: _____
Its: Mayor, Karl J. [illegible]

Date: 6/12/00

Attest: _____
City Clerk, Dianne O'Donnell

Accepted as to Legal Form and Sufficiency:

Carl V.M. Coffin
Date: 6/15/00
Carl V.M. Coffin, City Attorney

Unofficial Copy

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by _____, as _____. He\She is personally known to me.

_____
Notary Public
Print Name:_____
Commission No._____
My Commission Expires:_____

FLORIDA COMMUNITIES TRUST

L. Christine McCay
Witness Name: L. Christine McCay

_____
Ralph Cantral,
Acting Executive Director

Teresa Divers
Witness Name: Teresa Divers

Date: 6/28/00

Accepted as to Legal Form and Sufficiency:

_____
Ann J. Wild, Trust Counsel

Date: 6/22/00

Unofficial Copy

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28 day of June, 2000, by Ralph Cantral, as Acting Executive Director of the Florida Communities Trust. He is personally known to me.

DARRAH L. BAGLEY
COMMISSION # CC 716067
EXPIRES FEB 12, 2002
BONDED THRU
ATLANTIC BONDING CO., INC

_____
Notary Public
Print Name: Darrah L. Bagley
Commission No. CC716067
My Commission Expires: 02.12.2002

GAA\98-045-P8A
5-15-00

EXHIBIT "A"

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

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 29, COMMENCE NORTH 89 DEGREES, 38 MINUTES, 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 249.64 FEET; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, A DISTANCE OF 257.58 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 08 SECONDS EAST, A DISTANCE OF 105.91 FEET; THENCE SOUTH 71 DEGREES, 18 MINUTES, 28 SECONDS WEST, A DISTANCE OF 201.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO.1 (STATE ROAD NO. 5) AS SHOWN ON THE PLAT OF "PALM LAKE PARK" AS RECORDED IN PLAT BOOK 3, PAGE 41, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 18 DEGREES, 41 MINUTES, 32 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 451.16 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 22 SECONDS EAST, PARALLEL WITH AND 710 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 273.05 FEET; THENCE NORTH 00 DEGREES, 30 MINUTES, 17 SECONDS EAST, PARALLEL TO AND 400 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 205.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A 60 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE SOUTH 89 DEGREES, 11 MINUTES, 13 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF BAKER ROAD, A DISTANCE OF 825.00 FEET; THENCE SOUTH 00 DEGREES, 30 MINUTES, 17 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES, 32 MINUTES, 08 SECONDS WEST, A DISTANCE OF 814.32 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 88 DEGREES, 53 MINUTES, 13 SECONDS WEST, ALONG SAID SOUTH LINE A DISTANCE OF 424.58 FEET TO THE POINT OF BEGINNING.

A tract of Land lying in Section 29, Township 37 South, Range 41 East, Martin County, Florida, being more particularly described as follows: The East 240.97 feet (as measured at right angles to) The East line of the following described parcel: Beginning at the South One-Quarter corner of said Section 29, commence North 89°38'22" West, along the South line of the Southwest quarter of said Section 29, a distance of 249.64 feet; Thence North 18°41'32" West, a distance of 257.58 feet; Thence North 00°32'08" East, a distance of 105.91 feet; Thence South 71°18'28" West, a distance of 201.63 feet to the Easterly right of way line of U.S. Highway No 1 (State Road No 5) As shown on the Plat of "Palm Lake Park" as recorded in Plat Book 3, Page 41 of the Public Records of Martin County, Florida; Thence North 18°41'32" West along said Easterly Right of Way line a distance of 451.16 feet; Thence South 89°38'22" East parallel with and 710 feet North of, as measured at right angles to, the South line of the Southwest quarter of said Section 29, a distance of 273.05 feet; Thence North 00°30'17" East parallel to and 400 feet West of, as measured at right angles to, the East line of the Southwest quarter of said section 29, a distance of 205.45 feet to the South right of way line of Baker Road, a 60 foot right of way as now laid out and in use;

Thence South 89°11'13" East along the South Right of Way line of Baker Road, A distance of 25.00 feet; thence South 00°30'17" West, a distance of 100.00 feet; Thence South 89°11'13" East, a distance of 200.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East along said South Right of Way line a distance of 175.00 feet to the East line of the Southwest quarter of said Section 29; Thence continue South 89°11'13" East along said South Right of Way line a distance of 250.00 feet; Thence South 00°30'17" West parallel to and 250.00 feet East of, as measured at right angles to, the West line of the Southeast quarter of said Section 29 A distance of 100.00 feet; Thence South 89°11'13" East, a distance of 175.00 feet; Thence North 00°30'17" East a distance of 100.00 feet to the South Right of Way line of said Baker Road; Thence South 89°11'13" East, along said South Right of Way line a distance of 241.03 feet; Thence South 00°32'00" West, a distance of 915.77 feet to the South line of the Southeast quarter of said Section 29; Thence NOrth 88°53'13" West along aforesaid South line a distance of 663.57 feet to the Point of Beginning.

CITY OF STUART

OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: KEV FREEMAN, DEVELOPMENT DIRECTOR

SUBJECT: ANNEXATION OF FOUR PARCELS ON BAKER ROAD ADJACENT TO HANEY CREEK WATERSHED

CC: DAVID DYESS, CITY MANAGER

DATE: October 1, 2020

I have reviewed the agenda item prepared by the Development Director pertaining to the City's annexation of 42.46 acres of conservation land located on or near Baker Road and Green River ParkwayS.E. Federal Highway bearing parcel control nos.: 29-37-41-000-000-00111-1 (6.12 acres); 9-37-41-000-000-00260-0 (13.0 acres); 29-37-41-000-000-00010-3 (16.9 acres); and 29-37-41-000-000-00501-9 (6.44 acres) as depicted in the location maps attached as Exhibit A1-A4 to the Ordinance.

The City is the owner of the property at issue. As a result, the City is seeking a voluntary annexation to place City owned conservation land into the City boundaries. Voluntary annexations are governed by the standards of Section 171.044 Florida Statutes. The basic requirement is stated as follows:

> "(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality."

Because these parcels are being submitted as one annexation the review will be based upon all parcels being annexed contemporaneously.

The state statute contains four (4) general requirements. First, a petition for voluntary annexation

must be unanimously signed by all property owners in the area to be annexed. Second, the property proposed to be annexed must be contiguous and reasonably compact. Third, the proposed annexation cannot produce an enclave. Finally, county charters which provide for an exclusive method of municipal annexation override the Florida Statute. Martin County is not a Charter county and therefore, the fourth criteria does not apply to an annexation in the City of Stuart, Florida.

1. **Signed by all property owners in the geographic area being annexed**. Because the City is the sole owner of all properties, the first requirement has been met.

2. **Contiguous to the Municipality:** Pursuant to Section 171.044(1), F.S., "the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality." Property is deemed to be "Contiguous" under Section 171.031 (11), F.S., where a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous (sharing a common boundary) with a part of the boundary of the municipality. "Contiguous" has also been defined as "touching or adjoining in a reasonably substantial … sense." See City of Sanford v. Seminole County, 538 So. 2d 113 (Fla. 5th DCA 1989); May v. Lee County, 483 So. 2d 481 (Fla. 2d DCA 1986). The Sanford Court found that Section 171.031(11) F.S. only requires "that a substantial part of a boundary" touch municipal property as opposed to the entire perimeter of the property.

   Section 171.031(11) provides that:

   > Separation of the territory sought to be annexed from the annexing municipality by a publicly owned right-of-way for a highway, road, railroad, canal or utility or a body of water, watercourse of other minor geographical division of a similar nature, running parallel with and between the territory sought to be annexed and the annexing municipality, shall not prevent annexation under this act, provided the presence of such division does not, as a practical matter, present the territory sought to be annexed and the annexing municipality from becoming a unified whole with respect to municipal services or prevent inhabitants from fully associating and trading with each other socially and economically.

In the current application, a review of the location map indicates that a substantial part of the boundary is coterminous with the City of Stuart. The entire frontage of the property of all four properties abuts and is bordered by the City of Stuart. Therefore, the property meets condition two and deemed is contiguous to the City of Stuart.

3. Reasonably Compact

"Compactness is defined under subsection (12) of 171.031, F.S., to mean a concentration of a piece of property in a single area. The requirement for compactness precludes any action which would create enclaves, pockets, or ginger areas in serpentine patterns. The purpose of the compact and contiguous requirement is to assure creation of geographically unified and compact municipalities, City of Sunrise v. Broward County, 473 So. 2d 1387 (Fla. 4th DCA 1985).

A review of the map and the application determines that this property is reasonably compact and meets Florida Statute 171.031(12). Given the configuration of the City, as well as the property requesting annexation, the annexation will not *create* pockets of unincorporated areas or serpentine finger areas.

No Enclaves

Subsection 5 of 171.044, F.S. Provides that "[l] and shall not be annexed through voluntary annexation when such annexation *results in the creation of enclaves*". The term "enclave" is defined under Section 171.031(13), F.S., as "any unincorporated improved or developed area that is bounded on all sides by a single municipality or any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality."

A review of the map, appears to indicate that property that remains dedicated to the Haney Creek Water Shed will be in an enclave. In addition, there is property on the South Side of Baker Road which will also become an enclave.

Conclusion

Based upon the foregoing facts and analysis it is my opinion that the voluntary annexation of this parcel into the municipal boundaries of the City of Stuart complies with three of the four conditions set forth in Florida Statute §171.044. If the County challenges this annexation application, it is unlikely that the City will meet the burden of proof to comply with the state statute.

This opinion is prepared solely at the request of and for the use of, the City of Stuart, and no other person or entity may rely on it for any purpose without the express written permission of the City of Stuart.

4.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Local Planning Agency

Meeting Date: 11/12/2020 **Prepared by:** Stephen Mayer

Title of Item:
UPDATE COMMUNITY INVESTMENT PROGRAM (CIP)

ORDINANCE No. 2458-2020: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO UPDATE THE FIVE YEAR COMMUNITY INVESTMENT PROGRAM INCLUDED WITHIN THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:
The Capital Improvements Element (CIE) annual update for Fiscal Years (FY) 2021 to 2025 represents the City's modification to the Capital Improvements Schedule of the currently adopted CIE including addition of the new fifth year (FY 2025). The modified schedule includes projects that are needed to meet future demands of development in accordance with Section 163.3202(2)(g), Florida Statutes. While there have been amendments to the Growth Management Act over the years, Florida law continues to require that the CIE and the schedule of capital improvements, also referred to as the Capital Improvement Program (CIP), be reviewed on an annual basis and modified as necessary. The City has also received a comment from the Department of Economic Opportunity requesting the City provide the Five-Year Schedule of Capital Improvements, as required by F.S.

While the purpose of the CIE is to consider the need, location and the efficient use of public facilities, the Capital Improvements Schedule demonstrates the fiscal feasibility of the element's goals. This is accomplished by estimating costs of improvements, analysis of the City's fiscal capability to finance and construct improvements, and adoption of financial policies to guide funding. The already adopted Capital Improvement Project (CIP) Schedule includes a schedule of projects, funding dates, all costs reasonably associated with the completion of the project, and a demonstration that the City has the necessary funding to provide public facility needs concurrent with or prior to previously issued Development Orders or future development. The process of developing the CIE update demonstrates that a reasonable, measurable and affordable plan is in place to reduce, eliminate or prevent facility deficiencies within the established specified time frame. The costs of projects may be paid or contracted for in phases, as necessary to meet or maintain the facility's adopted Level of Service (LOS) standard as provided for within the Comprehensive Plan.

These facilities include: potable water; sanitary sewer; solid waste; drainage/storm-water; and recreation. City staff is working on completion of the data and analysis and will be prepared to present the LOS analysis at the staff presentation to the LPA.

Funding Source:
N/A.

Recommended Action:

Recommend approval of Ordinance 2458-2020 and move to the City Commission on November 23, 2020 for First Reading

ATTACHMENTS:

	Description	Upload Date	Type
	A1. Ordinance 2458-2020 CIE Update	11/5/2020	DRAFT ORDINANCE
	A2. Exhibit A - Adopted City CIP	11/5/2020	Exhibit
	D1. Draft Data and Analysis	11/5/2020	Attachment

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2458-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO UPDATE THE FIVE YEAR COMMUNITY INVESTMENT PROGRAM INCLUDED WITHIN THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Stuart, Florida, has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, formerly known as the Local Government Comprehensive Planning and Development Act, and now known as the Growth Policy Act; and

WHEREAS, the Florida Department of Economic Opportunity, previously determined the City's Comprehensive Plan was in compliance with the Growth Policy Act; and

WHEREAS, the Department of Economic Opportunity provided the City a comment in the City's Evaluation and Appraisal Report (EAR) Objections, Recommendations and Comments (ORC) letter stating that the Five -Year Schedule of Capital Improvements is a required component of the Capital Improvement Element pursuant to Section 163.3177(3)(a)4, F.S. and (b), F.S.; and

WHEREAS, the City Commission has considered this ordinance for adoption to update the Capital Improvement Element of the City's Comprehensive Plan as set forth in attached Exhibit "A"; and

WHEREAS, the City Commission has conducted the required public hearings in accordance with Florida Statutes to adopt this Ordinance.

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

SECTION 1: The Whereas clauses are incorporated herein as the legislative findings of the City Commission.

SECTION 2: The City established this Ordinance, hereby amending the Comprehensive Plan as set forth in the attached **Exhibit "A",** which in incorporated herein.

SECTION 3: Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

SECTION 4: Repeal of Laws in Conflict. All ordinances or parts of ordinances herewith are herby repealed to the extent of such conflict.

SECTION 5: The provisions of this ordinance shall be codified.

SECTION 6: This ordinance shall take effect upon adoption.

Attachment: Exhibit "A" – Plan Amendments Amending the Updated 5-Year Community Investment Program for Fiscal Years 2021 – 2025.

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

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

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

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

City of Stuart
2021 Fiscal Budget
Project Budget Summary

Funding Sources/Projects		2021	Year 2	Year 3	Year 4	Year 5	Project Total
3CRA	CRA TIF FUNDS	827,500	0	0	0	0	827,500
3DEBT	DEBT FINANCING	4,500,000	0	0	0	0	4,500,000
3FUNDBAL	FUND BALANCE	3,455,000	0	0	0	0	3,455,000
3GRANT	GRANTS	1,250,000	0	0	0	0	1,250,000
3IMPACT	IMPACT FEE FUNDING	2,322,500	0	0	0	0	2,322,500
3TREE	TREE FUND	80,000	0	0	0	0	80,000
Subtotal		12,435,000	0	0	0	0	12,435,000
20038901	DOWNTOWN UNDERGRND UTI	250,000	250,000	250,000	250,000	500,000	1,500,000
20042701	SEMINOLE STREETSCAPE	250,000	250,000	0	0	0	500,000
21011201	GRINDER SYSTEM	875,000	0	0	0	0	875,000
21032101	DIXIE/SE FLORIDA SIDEWALK	405,000	0	0	0	0	405,000
21032601	RO FACILITY	7,500,000	0	0	0	0	7,500,000
21035201	DEVELOPER OVERSIZE	50,000	0	0	0	0	50,000
21040501	MONTEREY RD FORCE MAIN	500,000	0	0	0	0	500,000
21040701	SHEPARD PARK BOAT TRAILER	550,000	0	0	0	0	550,000
21040901	GATEWAY SIGNAGES/FEATURE	125,000	0	0	0	0	125,000
21041801	RIVERSIDE PRK NEIGH DEMO	250,000	0	0	312,717	0	562,717
21042501	PUBLIC WORKS COMPLEX	1,000,000	0	0	0	0	1,000,000
21044701	KANNER HWY WATER MAIN	205,000	0	0	0	0	205,000
21044801	COMPACTOR ENCLOSURE	100,000	0	0	0	0	100,000
21045001	MLK STREETSCAPE DESIGN	125,000	0	0	0	0	125,000
21045101	LAKE ST JACK&BORE FEC ROW	250,000	250,000	250,000	250,000	0	1,000,000
Subtotal		12,435,000	750,000	500,000	812,717	500,000	14,997,717
Grand Total		0	-750,000	-500,000	-812,717	-500,000	-2,562,717

This is a City-initiated application recommending to City Council **APPROVAL** of the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2021 to 2025.

PURPOSE

The Capital Improvements Element (CIE) annual update for Fiscal Years (FY) 2021 to 2025 represents the City's modification to the Capital Improvements Schedule of the currently adopted CIE including addition of the new fifth year (FY 2025). The modified schedule includes projects that are needed to meet future demands of development in accordance with Section 163.3202(2)(g), Florida Statutes. While there have been amendments to the Growth Management Act over the years, Florida law continues to require that the CIE and the schedule of capital improvements, also referred to as the Capital Improvement Program (CIP), be reviewed on an annual basis and modified as necessary. The City has also received a comment from the Department of Economic Opportunity requesting the City provide the Five-Year Schedule of Capital Improvements, as required by F.S

While the purpose of the CIE is to consider the need, location and the efficient use of public facilities, the Capital Improvements Schedule demonstrates the fiscal feasibility of the element's goals. This is accomplished by estimating costs of improvements, analysis of the City's fiscal capability to finance and construct improvements, and adoption of financial policies to guide funding. To demonstrate the ability to provide for needed improvements, the City has adopted the Capital Improvement Schedule as part of the Comprehensive Plan. The Capital Improvement Schedule includes a schedule of projects, funding dates, all costs reasonably associated with the completion of the project, and a demonstration that the City has the necessary funding to provide public facility needs concurrent with or prior to previously issued Development Orders or future development.

BACKGROUND

The process of developing the CIE demonstrates that a reasonable, measurable and affordable plan is in place to reduce, eliminate or prevent facility deficiencies within the established specified time frame. The costs of projects may be paid or contracted for in phases, as necessary to meet or maintain the facility's adopted Level of Service (LOS) standard as provided for within the Comprehensive Plan. These facilities include:

1. potable water;
2. sanitary sewer;
3. solid waste;
4. drainage/stormwater; and
5. recreation.

Capital Improvement Plan -Financial Feasibility

Each year City Council adopts an operating budget and a capital improvement budget. The capital improvement budget is the first year of the five-year Capital Improvement Program (CIP). The annual CIE update reflects a subset of the City's recently adopted CIP in that it only includes project schedules that contribute to the above listed facility's LOS. Florida Statutes requires a statement of project financial feasibility, which is demonstrated through the identification of both committed revenue and planned revenue anticipated to undertake project expenditures as shown within the five-year schedule. All projects listed in the City's CIP are considered priority projects and deemed financially feasible.

While legislative changes no longer require the CIP to be financially feasible, the City continues to demonstrate a balanced program. Financial feasibility means that sufficient funding sources (revenues) are available for financing capital improvement projects (expenses) intended to achieve and maintain the adopted LOS standards. The City accomplishes this by adhering to the following fiscal policies, codified in the City's Administrative Policies and Procedures:

To be completed by Staff

Population Estimate

Functional population for 2019 is used as the basis for the update. An estimate of functional population is needed to determine if a facility is meeting or exceeding the adopted level of service on a per capita basis. Functional population is defined as the number of people occupying space in the community on a 24 hour per day, seven day-per-week basis. By estimating the functional population of a community, estimations of current and future demand for certain facilities can be improved. The functional population for 2019 was calculated using a combination of the best available data from different sources to arrive at the most accurate population estimate. The base population number came from the University of Florida's Bureau of Economic and Business Research's (BEBR) 2019 population estimate of 15,504 for the City.

Concurrency monitoring allows for the determination of facility needs through the consideration of level of service (LOS), required repairs or renovations that reflect new system capacity and new growth demands for projects. A needs analysis for each facility is summarized below. A relative priority of need among facility type is indicated through the extent of improvements scheduled within the adopted CIP (see attached corresponding facility project schedule Exhibits A).

Solid Waste

To be completed by Staff

Drainage/Stormwater

To be completed by Staff

Recreation and Open Space

To be completed by Staff

Potable Water

To be completed by Staff

Sanitary Sewer

To be completed by Staff

COMPREHENSIVE PLAN COMPLIANCE

The attached proposed ordinance contains a subset of the City's recently adopted CIP schedules that have been prepared to update the Capital Improvements Element of the Comprehensive Plan. The proposed CIP schedules do not commit the City to any financial expenditure beyond those itemized in the annual Capital Improvement Program (CIP) Budget. The following objective and policies from the Capital Improvements Element of the Comprehensive Plan are applicable to this annual update.

CONCURRENCY ANALYSIS SUMMARY

To be completed by Staff

PUBLIC HEARING PROCESS

The ordinance associated with the Comprehensive Plan annual CIE update is a modification to the 5-year schedule of capital improvements and is not a Comprehensive Plan text amendment. Pursuant to Section 163.3177(3)(b), Florida Statues, only one (1) public hearing before City Council is required.

RECOMMENDATION

Staff recommends that the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2021-2025 described herein.

ATTACHMENT

Attachment: Proposed Ordinance and Exhibits A (CIP Schedule)