



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JUNE 13, 2022

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

**Mayor Merritt Matheson
Vice Mayor Troy McDonald
Commissioner Becky Bruner
Commissioner Eula R. Clarke
Commissioner Mike Meier**

ADMINISTRATIVE

**City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel**

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

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

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

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

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - MR. ALESSANDRO ANZALONE PERFORMING VOTRE TOAST, THE TOREADOR SONG FROM CARMEN.

PRESENTATIONS

2. SERVICE AWARDS - JUNE 2022
3. BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY PRESENTATION
4. STUART HOUSING AUTHORITY

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

5. APPROVAL OF 5/23/2022 CCM MINUTES (RC)
6. AID CONTRIBUTION TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY FOR ECONOMIC DEVELOPMENT (RC):

RESOLUTION No. 52-2022; A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY CONTRIBUTING AID TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS, PROGRAMS, AND SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. RENEWAL OF STUART MAIN STREET ASSOCIATION, INC. 'MARKET ON MAIN' LICENSE AGREEMENT (RC):

RESOLUTION No. 56-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE RENEWAL OF A NON-EXCLUSIVE LICENSE FOR PREVIOUSLY AWARDED RFP #2021-203 FOR THE TERM OF ONE (1) YEAR TO STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION, FOR THE OPERATION OF A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC INCLUDING FRESH PRODUCE, GREEN PRODUCTS, BAKED GOODS, PLANTS, ASSORTED FOODS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

8. STUART COURTHOUSE (ELIZABETH) UPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2489-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN CENTER (UC) TO URBAN PLANNED UNIT DEVELOPMENT (UPUD), PROPERTY LOCATED AT 151 & 191 S.E. OCEAN BLVD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE STUART COURTHOUSE (ELIZABETH) UPUD CONSISTING OF FIFTY-SEVEN (57) RESIDENTIAL UNITS AND 15,521 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH SECTION 2.07.00 OF THE STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 29.7 DWELLING UNITS PER ACRE ON A 1.06 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

9. REPEAL & REESTABLISH CHAPTER 36, ARTICLE V, CODE OF ORDINANCES (RC):

ORDINANCE No. 2488-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REPEALING AND REESTABLISHING CHAPTER 36, ARTICLE V, COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS OF WAY, OF THE CITY OF STUART CODE OF ORDINANCES; PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR NOTICE OF TRANSFER, SALE, OR ASSIGNMENT

OF ASSETS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING THE REQUIREMENT OF A PERMIT; PROVIDING FOR APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR CONSTRUCTION METHODS FOR PLACING OR MAINTAINING FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR INSURANCE AND INDEMNIFICATION; PROVIDING FOR FEES AND TAXES; PROVIDING FOR A RESERVATION OF RIGHTS AND REMEDIES; PROVIDING ENFORCEMENT AUTHORITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITIES; PROVIDING FOR AN EFFECTIVE DATE.

10. TREE REMOVAL PENALTIES TEXT AMENDMENT (RC):

ORDINANCE No. 2491-2022; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING CHAPTER V, RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE; AMENDING SECTION 5.05.08 PENALTIES FOR THE WRONGFUL REMOVAL OF TREES; REPLACING ORDINANCE 2478-2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

11. ELECTRIC VEHICLE CHARGING STATIONS IN DOWNTOWN STUART DISCUSSION

ADJOURNMENT

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

Meeting Date: 6/13/2022

Prepared by: Susej Meleqi

Title of Item:

ARTS MOMENT - MR. ALESSANDRO ANZALONE PERFORMING VOTRE TOAST, THE TOREADOR SONG FROM CARMEN.

Summary Explanation/Background Information on Agenda Request:

ARTS MOMENT - ALESSANDRO ANZALONE PERFORMING VOTRE TOAST, THE TOREADOR SONG FROM CARMEN.

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

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

Meeting Date: 6/13/2022

Prepared by: Roz Johnson

Title of Item:

SERVICE AWARDS - JUNE 2022

Summary Explanation/Background Information on Agenda Request:

Employee Service Awards - June:

Michael "Mick" Jacobson - Technology Services - 20 years

Janine Wilde - Utilities & Engineering - 15 years

Dar Monique Butler - Community Services - 10 years

Janet Kemp - Police Dispatch - 5 years

Bruce Duncan - Building / Development - 5 years

Funding Source:

General Fund

Recommended Action:

Present service awards to employees

ATTACHMENTS:

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

Meeting Date: 6/13/2022

Prepared by:

Title of Item:

BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY PRESENTATION

Summary Explanation/Background Information on Agenda Request:

Joan Goodrich of the BDBMC will present an annual report for grant compliance.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 6/13/2022

Prepared by:

Title of Item:

STUART HOUSING AUTHORITY

Summary Explanation/Background Information on Agenda Request:

Rosetta Bartell, Interim Executive Director and Rhonda Corrodus, Director of Asset Management, will give a presentation on the operation of the Stuart Housing Authority administrative process.

Funding Source:

N/A

Recommended Action:

ATTACHMENTS:

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

Meeting Date: 6/13/2022

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF 5/23/2022 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 5/23/2022 CCM MINUTES (RC)

Funding Source:

N/A

Recommended Action:

Approve minutes.

ATTACHMENTS:

1. 05232022 CCM Minutes

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MAY 23, 2022
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Merritt Matheson
Vice Mayor Troy McDonald
Commissioner Becky Bruner
Commissioner Eula R. Clarke
Commissioner Mike Meier**

ADMINISTRATIVE

**City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel**

ROLL CALL

5:30 PM

PRESENT: Mayor Matheson, Vice Mayor McDonald, Commissioner Bruner, Commissioner Clarke, Commissioner Meier

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Mayor Matheson

- Provided a brief update on Lake Okeechobee levels and reminded all that there is a Rivers Coalition Meeting on Thursday, May 26, 2022 at 11:00 AM.
- Announced in reference to Item #10 on the Agenda, the Major Urban Code requirements, and stated that it will only be heard once, public comment is welcome, and is interested in a future discussion on why some projects come before the commission with similar use approvals and an explanation of the differences.

Commissioner Clarke

- Thanked everyone who came out to the Emancipation Day event.
- Invited everyone to come out to Smith Turner Park for a Memorial Day event on May 30, 2022 at 1:00 PM.
- Thanked the Mayor for the letter he read at the Emancipation Day event, and stated that

it was very heartfelt and profound.

Vice Mayor McDonald

- Commented that it was nice to see everyone at the Police BBQ event, thanked the Police and Fire Dept.
- Commented that he will be absent during the June 27, 2022 Commission Meeting.

COMMENTS BY CITY MANAGER

No Comments.

APPROVAL OF AGENDA

5:39 PM MOTION: Approve.

MOVED BY: Mike Meier

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

- 1.) Robin Cartwright - SE Hibiscus Ave.; Read an article from the Ocala local newspaper in regards to the growth of their city and feels it is related to our City.
- 2.) Linda Kay Richards - SW Cabana Pt.; Commented on her opposition to the lighthouse that is part of the Atlantic Point Marina Project.
- 3.) Betty Brinkley - SE Nassau Ave.; Commented that she feels the African American people are being pushed out of the East Stuart neighborhood and not listened to, related to the redevelopment and area improvements.
- 4.) Gwendolyn Hall Brinkley - ZOOM; Spoke about the incident that happened in the school system and stated she believes there needs to be more training and change to the narrative in East Stuart. Stated that there be diverse training in the Police Department, ensuring all races are treated the same.

CONSENT CALENDAR

5:51 PM

1. APPROVAL OF 05/09/2022 CCM MINUTES (RC)
2. STATE REVOLVING FUND AMENDMENT #1 TO LOAN AGREEMENT DW430450 (RC):

RESOLUTION No. 47-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AMENDMENT 1 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM FOR THE ALTERNATIVE WATER SUPPLY PROJECT DW430450; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 1; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

3. AUTHORIZING AN APPLICATION TO FDOT TO ILLUMINATE THE ROOSEVELT BRIDGE FOR INDEPENDENCE DAY (RC):

RESOLUTION No. 54-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUESTING PERMISSION TO ILLUMINATE THE ROOSEVELT BRIDGE IN STUART WITH RED, WHITE, AND BLUE LIGHTING FOR THE WEEK OF JULY 4TH, 2022 IN CELEBRATION OF INDEPENDENCE DAY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. BA #14-2022; KIWANIS CLUB DONATION FOR PARK IMPROVEMENTS (RC):

RESOLUTION No. 55-2022; BUDGET AMENDMENT No. 14; RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 14-2022 TO THE 2021-2022 FISCAL YEAR BUDGET; APPROVING A DONATION FROM THE KIWANIS CLUB OF STUART, FLORIDA IN THE AMOUNT OF \$2,534.85 TO THE GENERAL FUND REVENUES, 'DONATION TO RECREATION' FOR KIWANIS PARK IMPROVEMENTS; AND AUTHORIZING PARKS AND GROUNDS MAINTENANCE TO EXPEND \$2,534.85 FOR A BUTTERFLY SIGN AT KIWANIS PARK.

END OF CONSENT CALENDAR

5:51 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMISSION ACTION

5:51 PM

5. APPOINT VOTING DELEGATE TO FLORIDA LEAGUE OF CITIES (RC)

David Dyess, City Manager, gave a brief history on how a delegate has been previously chosen.

Commissioner Meier stated he would volunteer to be the Voting Delegate as he will already be attending the conference. .

Commissioner Clarke suggested Commissioner Bruner as an alternate delegate and confirmed that the standard fees apply and no additional costs will be incurred. Mr. Dyess confirmed that it would be just the standard fee.

Commissioner Meier spoke about the conference and what is expected this year.

5:52 PM MOTION: Move for Commissioner Meier to be our voting delegate and Commissioner Brunner as an alternate.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

6. CITY OF STUART COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM POTENTIAL CONFLICT DISCLOSURE (RC)

Pinal Gandhi - Savdas, CRA Administrator, briefly updated the Commission on the situation presented to them of a potential conflict disclosure from applicant Ms. Margaret Bromfield. A letter included in the Agenda stated that there is no conflict as per City Attorney and FDEO has confirmed their agreement. Stated that they would like the approved minutes sent to the FDEO. No action required by the Board at this time.

Commissioner Clarke stated she is the Commissioner that has a conflict of interest with Ms. Bromfield, and asked Attorney Mortell if there was anything further needed from her at this time. Attorney Mortell declined.

7. PALM CITY RD TRAFFIC CONTROL DEVICE (RC):

RESOLUTION No. 53-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE INSTALLATION OF A 4-WAY STOP INTERSECTION ON PALM CITY RD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Mr. Dyess stated this item was requested by Vice Mayor McDonald and stated he spoke with several traffic engineers and mentioned that it is considered poor traffic engineering to have a stop sign on Manor Dr due to a speed bump. Mr. Dyess stated that it is staff's recommendation that if the Commission wishes to place a stop sign, that they place it on Indian Grove and Palm City Road.

Vice Mayor McDonald stated he understood the engineers and would like to place the stop sign on Indian Grove and Palm City Road. He also stated that he would like to plan for a stop sign on Manor Dr and possibly approve it pending funding in our upcoming budget and remove the raised sidewalks. The Vice Mayor commented that he would like the stop signs with flashing LED lights.

Commissioner Meier stated he is in favor of putting the stop sign on Indian Grove but does not agree with removing the raised sidewalks.

6:03 PM MOTION: Approve the stop sign at Indian Grove Dr. and Palm City Rd.

MOVED BY: Mike Meier

SECONDED BY: None

DIED FOR LACK OF SECOND

6:04 PM MOTION: Do a stop sign at Indian Grove with red LED stop signs and we plan for one at Manor after the budget providing we can get the money put into the

budget this summer.
MOVED BY: Troy McDonald
SECONDED BY: None
DIED FOR A LACK OF SECOND

Mayor Matheson commented on the MPO plans in the works and the upcoming study of Palm City Road. Stated he believes that the budget on a stop sign is minimal and allows us to gather significant amounts of data, but he recommends the City take one issue at a time.

Commissioners continued discussion about the stop signs and traffic increases.

PUBLIC COMMENT:

- 1.) Jim Gallegos - SW Manor Dr.; Commented on his frustration with the traffic on Palm City Rd. and agrees with Vice Mayor McDonald's motion.
- 2.) Joe Flannagan - SW Indian Grove Dr.; Commented in support of treating the issues separately and agrees with the 4-way stop at Indian Grove Dr.

6:18 PM MOTION: Stop sign at Indian Grove Dr. with LED lights.
MOVED BY: Troy McDonald
SECONDED BY: None
DIED FOR A LACK OF SECOND

ORDINANCE SECOND READING

6:19 PM

8. INDIAN STREET SELF STORAGE DEVELOPMENT (QUASI JUDICIAL)(RC):

ORDINANCE No. 2482-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 6.59-ACRE PROPERTY AT 1053 SOUTHEAST INDIAN STREET; LOCATED APPROXIMATELY ONE-HALF MILE EAST OF THE INTERSECTION AT WILLOUGHBY ROAD AND SE INDIAN STREET ON THE NORTH SIDE OF THE ROAD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE BEE SAFE STORAGE CPUD CONSISTING OF ONE, THREE-STORY, 135,000-SQUARE-FOOT SELF STORAGE BUILDING AND EIGHT, ONE-STORY STORAGE BUILDINGS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Mike Mortell, City Attorney, swore in two people; Kevin Freeman, Development Director, and Morris Crady, Landscape Architect.

Mr. Freeman stated that there were no changes since the First Reading.

6:21 PM MOTION: Approve and follow the staff recommendation at this time.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

9. ATLANTIC POINT MARINA - FUTURE LAND USE MAP CHANGE - MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2485-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "INDUSTRIAL" TO "MARINE INDUSTRIAL" FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mike Mortell, City Attorney, swore in eight (8) people; Kevin Freeman, Development Director, Jeff Hardin, Middle Island Management, Jefferey Smith, Conceptual Design Group Inc., Joe Thomas, Birse Thomas, Jeff Anton, Ferragone Engineering, Ike Crumpler, Susan O'rourke, Traffic Engineer, Rod Kennedy, Engineer.

Mr. Freeman stated there was additional information that was looked at for the Boat Siting and introduced traffic concurrency.

Commissioner Meier asked about the height restrictions. Attorney Mortell stated there would not be any difference in the current land use and the one proposed, it is a zoning issue.

Don Cuazzo, representative of the applicant, came forward for any questions. No Commissioner questions.

6:29 PM MOTION: Approve the land use change that has been sought by the applicant and has been recommended by staff.

MOVED BY: Eula Clarke

SECONDED BY: Mike Meier

Motion approved unanimously.

10. ATLANTIC POINT MARINA - MAJOR URBAN CODE CONDITIONAL USE APPROVAL (QUASI JUDICIAL)(RC):

RESOLUTION No. 43-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA," GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL FOR MIDDLE ISLAND MANAGEMENT AND DEVELOPMENT, LLC OWNER OF PROPERTY LOCATED AT 75 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; REQUIRING SPECIFIC POLICIES TO BE CONSIDERED INCLUDING LAND USES, PARKING

PROVISIONS, LANDSCAPE BUFFER WIDTHS, BUILDING WALL MATERIALS, ROOF PITCH, ROOF MATERIALS, ARCADES, PORCHES, OUTBUILDINGS AND BALCONIES ALLOWING FOR A BOAT BARN, RESTAURANT, SHIP STORE, BOAT SLIPS, AND ASSOCIATED MARINA USES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

6:30 PM

Mike Mortell, City Attorney, swore in nine (9) people; Kevin Freeman, Development Director, Jeff Hardin, Middle Island Management, Jefferey Smith, Conceptual Design Group Inc., Joe Thomas, Birse Thomas, Jeff Anton, Ferragone Engineering, Ike Crumpler, Susan O'Rourke, Traffic Engineer, Rod Kennedy, Engineer. 1 person unknown.

Mr. Freeman presented the location, the process, FLU Map Change, zoning, future land use element, transportation element, coastal element, economic development element, maximum buildout, site plan, landscaping, stormwater, architectural, urban code exceptions requests, light house structure, and soils. Mr. Freeman stated that staff recommends approving Resolution No. 43-2022.

Mr. Jeff Harden, Middle Island Management, presented the location and legacy of the site, its history, spoke about Straticon and its different projects, stated the economic, environmental, cultural impact, and about the project's alignment to Stuarts initiative. Reported on the local support they have received.

Don Cuazzo, applicants representative presented on the land use change, proposal summary, site plan, landscape plan, major urban code exceptions, stated they are withdrawing the lighthouse from the plan, continued presenting on the architectural plans and renderings, vertical artistic landmark, policy compliance, spoke on the public art pricing/contribution, respectfully recommended approval.

Vice Mayor McDonald thanked Mr. Cuzzo for removal of the lighthouse in the project and asked about the roof style and drainage.

Commissioners asked questions pertaining to landscaping, .

Commissioner Clarke and Commissioner Meier reviewed landscape plans with Jeff Smith and Jeff Anton.

Susan O'Rourke came forward to comment on traffic patterns.

Commissioners continued with questions and answers with the applicant and their team.

PUBLIC COMMENT:

- 1.) Douette Price - Fourwinds Dr.; Fourwinds Dr.; In favor of the project.
- 2.) Mike Allen - Fort Lauderdale.; In favor of the project.
- 3.) Robert Mackeen - SE Fleming Way.; In favor of the project.
- 4.) KC Ingram Mullen - SW Harbor View. Palm City; In favor of the project and spoke on the muck this project will take out from our river.
- 5.) Tim Mullen - SW Harbor View. Palm City.; In favor of the project.
- 6.) Kelly Johnson - In favor of the project.

- 7.) Brent Waddell - Jensen Beach.; In favor of the project.
- 8.) Robin Cartwright - SE Hibiscus Ave.; requested
- 9.) Tom Whittington - SW Woodcreek Dr.; In favor of the project.
- 10.) Rob Stephen - Questioned what the lighting rules are.
- 11.) Marcela Cambor - W. Osceola St.; In favor of the project.
- 12.) Pete Meier - NW Fork Rd.; In favor of the project.
- 13.) Helen McBride - SE Flamingo Ave.; In favor of the project.
- 14.) Paul Sandstrom - NW Arrowwood Ln.; In favor of the project and stated statistics of the Marine Industry.
- 15.) Kasey Scott - Vero Beach; Marine Artist for the project, thanked the Commission and is honored to be a part of the project.
- 16.) Tom Burch - Waterlily, Jensen Beach.; In favor of the project, glad to have the boat storage.

Kev Freeman, Development Director, noted there is an Ordinance on light spillage.

Conditions discussed. Mayor Matheson proposed adding language to Condition #23, the water taxi stop. He is thankful for the accommodation and would like to include the existing language in the application that currently reads "shall provide details of docks with slips that would support a City Water Taxi Stop", and add "and short-term restaurant patron dockage,".

Don Cuazzo agreed to add the language.

MOTION: Approval of Resolution No. 43-2022 Atlantic Point Marina Major Urban Code Conditional Use Approval with everything staff has said, conditions with regard to the 8 foot sidewalk, the pump-out will be taken care of, a location for the police boat, and the short-term patron dockage language as read by the Mayor in Condition #23, and the removal of the lighthouse.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

ORDINANCE FIRST READING

11. STUART COURTHOUSE UPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2489-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN CENTER TO URBAN PLANNED UNIT DEVELOPMENT (UPUD) LOCATED AT 151 & 191 S.E. OCEAN BLVD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE STUART COURTHOUSE UPUD CONSISTING OF FIFTY TWO NEW (52) RESIDENTIAL UNITS AND 5,778 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH SECTION 2.07.00 OF THE STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 29.7 DWELLING UNITS PER ACRE ON A 1.06 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT

CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT 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.

Attorney Mortell swore in (4) people;

Mike Mortell announced that the original application was presented by New Urban Communities but following tonight's presentation, it will be transferred to a new entity and the Ordinance will be signed by the new entity, whoever that is.

Mr. Freeman presented on the process, Future Land Use, Zoning, Future Land Use Element, transportation element, urban planned use development, requested variances, site plan, architectural, density calculation, parking, and staff's recommendation.

Tim Hernandez, applicant of the project, presented the inflow and outflow of the job counts within the City, spoke about different plans that had been on that site, showed the current site plan, landscape, spoke about the elevations, parking, community benefits, spoke on Civitas agreements key points.

Mr. Mortell questioned the shared parking if the spots were assigned. Hernandez agreed that they would no longer count towards shared parking if assigned.

Add staff recommendation to motion upon the unity of title.

Vice Mayor McDonald questioned the applicant about the stacked parking. Stated he did not like the density count and would like to change our code in regards to density calculations.

Discussion, questions, and answers took place amongst Commissioners, the applicant, and staff.

Mayor Matheson would like to see more pervious parking.

PUBLIC COMMENT:

- 1.) Chip Hazard - SE Seminole St.; Against the scope of the project.
- 2.) Bruce Laraway - Seminole St.; In opposition of the project.
- 3.) Mark Brechbill - SE Osceola St.; In opposition of the project.

9:34 PM MOTION: Approval with staff's language around the unity of title for the PUD, the developer present a pervious increase for the exterior parking in right-of-way.

MOVED BY: Mike Meier

SECONDED BY: Becky Bruner

Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

9:41 PM

Mary R. Kindel, City Clerk

Merritt Matheson, Mayor

Minutes to be approved at the Regular Commission
Meeting this 13th day of June, 2022.

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

Meeting Date: 6/13/2022

Prepared by: Ben Hogarth

Title of Item:

AID CONTRIBUTION TO THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY FOR ECONOMIC DEVELOPMENT (RC):

RESOLUTION No. 52-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY CONTRIBUTING AID TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS, PROGRAMS, AND SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City has provided (annually) a contribution of aid to the Business Development Board of Martin County for many years in partnership and support of economic development programs, projects, and services.

Funding Source:

1110 CITY COMMISSION (ACCOUNT #581) AIDS TO GOVERNMENT AGENCIES.

Recommended Action:

Motion to approve Resolution No. 52-2022.

ATTACHMENTS:

1. R52-2022 Authorizing an Aid Contribution to the BDB of Martin County
2. R52-2022 Aid Contribution to the Business Development Board of Martin County



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 52-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY CONTRIBUTING AID TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS, PROGRAMS, AND SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Business Development Board (BDB), is recognized by the State of Florida as the official Economic Development organization for Martin County; and

WHEREAS, the City recognizes the Board as an organization which promotes economic development and prosperity in Martin County; and

WHEREAS, the Board is responsible for providing assistance to new start-ups, existing businesses and other entities seeking to expand employment opportunities and make capital investments within the City of Stuart and Martin County; and

WHEREAS, the Board is a 501(c)(6) not-for-profit, public-private partnership for economic development, funded by the Martin County Board of County Commissioners through a multi-year economic development services agreement, in addition to other non-profit and private sector investors who support its yearly operations; and

WHEREAS, the City Commission desires to contribute to the overall county-wide economic development strategy, including programs and other initiatives that will promote the City as a premier business destination, yielding job growth and furthering capital investment in the City; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that an initial granting of aid in the amount of \$10,000 to the BDB to become a LEADERSHIP level member of the Board will serve the best interests of the community; and

WHEREAS, the City of Stuart reserves up to \$15,000 as an additional allocation of funds to aid special projects that will specifically benefit the businesses and/or residents

Resolution No. 52-2022

Authorizing an Aid Contribution to the BDB of Martin County for Economic Development Purposes

that reside within the city limits.

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

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute an agreement from the City of Stuart to the Business Development Board of Martin County Inc. (BDBMC) contributing aid in support of economic development programs and activities.

SECTION 3: This Resolution shall become effective upon its adoption.

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

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**CONTRIBUTION OF AID TO
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
FROM THE CITY OF STUART**

THIS CONTRIBUTION OF AID is made and entered into this 13th day of June, 2022, to the **BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.**, (hereinafter referred to as “Board”) a Florida not-for-profit organization, doing business at 1002 SE Monterey Commons Boulevard, Suite 207, Stuart, Florida 34996, by the **CITY OF STUART**, (hereinafter referred to as the “City”), a Florida municipal corporation, with offices at 121 SW Flagler Avenue, Stuart, Florida 34994.

WHEREAS, the Business Development Board (BDB), is recognized by the State of Florida as the official Economic Development organization for Martin County; and

WHEREAS, the City recognizes the Board as an organization which promotes economic development and prosperity in Martin County; and

WHEREAS, the Board is responsible for providing assistance to new start-ups, existing businesses and other entities seeking to expand employment opportunities and make capital investments within the City of Stuart and Martin County; and

WHEREAS, the Board is a 501(c)(6) not-for-profit, public-private partnership for economic development, funded by the Martin County Board of County Commissioners through a multi-year economic development services agreement, in addition to other non-profit and private sector investors who support its yearly operations; and

WHEREAS, the City Commission desires to contribute to the overall county-wide economic development strategy, including programs and other initiatives that will promote the City as a premier business destination, yielding job growth and furthering capital investment in the City; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that an initial granting of aid in the amount of \$10,000 to the BDB to become a LEADERSHIP level member of the Board will serve the best interests of the community; and

WHEREAS, the City of Stuart reserves up to \$15,000 as an additional allocation of funds to aid special projects that will specifically benefit the businesses and/or residents that reside within the city limits.

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties agree as follows:

1. **Aid Contribution.** The City hereby grants an initial contribution of \$10,000 to the Business Development Board of Martin County with up to an additional \$15,000 aid as an appropriation for special projects that will directly benefit city businesses and residents, for a total aid contribution not to exceed the amount of \$25,000, as provided herein.

2. **Term.** This agreement shall have a term of one (1) year commencing on the date signed by both parties and executed by the City Clerk.

**CONTRIBUTION OF AID TO
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
FROM THE CITY OF STUART**

3. **Reporting.** The Board will provide the City Commission, City Manager or their designee written reports on economic development activities as follows:

Quarterly reports and a year-end report shall be furnished to the City of Stuart. In addition, at least two (2) in-person economic development briefings to the City Commission focused on economic development results, activities, programs, and initiatives from its annual business plan including highlights of key specific benefits with and in the City during the term of this agreement and any other presentations that may be requested from time to time.

4. **City of Stuart Recognition and Participation.** The Board will recognize the City of Stuart as a LEADERSHIP Level partner of its organization. (Model – Exhibit A). The City will also continue have board member representation on the BDB’s Board of Directors and the Partner’s Council, and receive invitations to join and participate in all “Hubs of Excellence” activities such as roundtables, focus groups, one-on-one visits, and hosting teams.

5. **Support Assistance for City Projects and Initiatives.** The Board recognizes that the City of Stuart has its own robust community, economy, redevelopment and sustainability plans, and strategies which it is advancing to benefit its residents and businesses. As such, the Board is committed to building synergies with those plans and supporting and assisting the City in its efforts whereby business intelligence, market research, data gathering and analysis, outreach, promotion, and other general economic development services may be requested and agreed upon by both parties, as they so determine.

6. **Fulfillment and Termination.** This agreement shall be in effect upon its execution and monies awarded for services rendered as outlined herein. The City reserves the right to terminate this agreement and withhold any amount or entirety of aid contributed for any or no reason given, provided that all approved and executed scopes of work have been reimbursed in accordance with the recitals provided herein.

7. **Effective Law, Jurisdiction, and Venue.** This Aid agreement has been executed and delivered in Martin County, Florida, and shall be construed in accordance with the laws of the State of Florida, and jurisdiction and venue shall lie only in the state courts in and for Martin County, Florida.

8. **Amendment of Agreement.** This Aid agreement shall not be amended, waived, or altered except by a written instrument properly executed by both parties.

9. **Binding Aid Agreement; No Third Parties.** This contribution of aid in support and each of its agreements, covenants, contractual provisions, pledges, and deliverables shall be binding upon execution and shall inure only to the benefit of the public, and the parties hereto, and shall not be construed as benefitting any private third party, whatsoever.

**CONTRIBUTION OF AID TO
BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC.
FROM THE CITY OF STUART**

IN WITNESS WHEREOF, on the date first written above, the Board and the City have executed this Aid Agreement by the duly authorized undersigned officers.

ATTEST:

**BUSINESS DEVELOPMENT BOARD
OF MARTIN COUNTY, INC.**

JOAN K. GOODRICH
EXECUTIVE DIRECTOR

JEFF LESLIE, PRESIDENT

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

MERRITT MATHESON, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL J. MORTELL, CITY ATTORNEY

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

Meeting Date: 6/13/2022

Prepared by: Ben Hogarth

Title of Item:

RENEWAL OF STUART MAIN STREET ASSOCIATION, INC. 'MARKET ON MAIN' LICENSE AGREEMENT (RC):

RESOLUTION No. 56-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE RENEWAL OF A NON-EXCLUSIVE LICENSE FOR PREVIOUSLY AWARDED RFP #2021-203 FOR THE TERM OF ONE (1) YEAR TO STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION, FOR THE OPERATION OF A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC INCLUDING FRESH PRODUCE, GREEN PRODUCTS, BAKED GOODS, PLANTS, ASSORTED FOODS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission authorized the entrance of a non-exclusive license agreement for Stuart Main Street to operate "Market on Main" in Flagler Park on June 14, 2021. The agreement was originally for one (1) year but authorized the parties to extend same for one year increments. The Resolution authorizes the City to enter into a one year extension which will continue the terms from June 14, 2022 until June 14, 2023.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 56-2022.

ATTACHMENTS:

1. R56-2022 Authorizing a License Renewal for SMS Market on Main
2. 54-2021 License Agreement with SMS for Market on Main



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 56-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE RENEWAL OF A NON-EXCLUSIVE LICENSE FOR PREVIOUSLY AWARDED RFP #2021-203 AND LICENSE AGREEMENT FOR THE TERM OF ONE (1) YEAR TO STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION, FOR THE OPERATION OF A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC INCLUDING FRESH PRODUCE, GREEN PRODUCTS, BAKED GOODS, PLANTS, ASSORTED FOODS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart previously awarded Request For Proposal (RFP) #2021-203 to Stuart Main Street for a non-exclusive license to operate a weekly outdoor market place for sale to the general public of such goods as fresh produce, green products, baked goods, plants, assorted foods, and other products and services by independent vendors; and

WHEREAS, the 2021 License Agreement awarded in Resolution Number 54-2021 provides for subsequent two (2), one-year renewals of all terms and services outlined in the agreement if agreed to in writing by both parties; and

WHEREAS, the City Commission of the City of Stuart supports a one-year renewal of the terms of the License Agreement with Stuart Main Street for its 'Market on Main' operation.

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

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The City Commission of the City of Stuart, Florida authorizes a one-year renewal of license granting a non-exclusive license to Stuart Main Street Association, Inc. for the operation of an outdoor marketplace for sales to the general public as outlined herein.

SECTION 3: This Resolution shall become effective upon its adoption

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

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



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

RESOLUTION NUMBER 54-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF RFP #2021-203; STUART MARKET TO STUART MAIN STREET AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC FOR FRESH PRODUCE, BAKED GOODS, PLANTS, ASSORTED FOODS, GREEN PRODUCTS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart recognizes that freshly grown produce, and environmental awareness is healthy for the community; and

WHEREAS, Stuart Main Street Association, Inc., a designated 501(c) organization has over 25 years in successful event management experience, and

WHEREAS, the City Commission supports the purpose of the National and Florida Main Street Program, and an environmentally friendly market.

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

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The Mayor and City Clerk are hereby award RFP #2021-203 to Stuart Main Street, and authorize a non-exclusive license to Stuart Main Street Association, Inc. for the operation of a weekly outdoor market place for sales to the general public of fresh produce, baked goods, plants, assorted foods, green products, and other products and services by independent vendors.

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

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

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 14th day of June, 2021.

ATTEST:


MARY R. KINDEL
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



**LICENSE AGREEMENT
CITY OF STUART AND STUART STUART MAIN STREET ASSOCIATION INC.**

This LICENSE AGREEMENT, hereinafter "License" made and entered into this 14th day of June, 2021, by and between the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City," and STUART MAIN STREET ASSOCIATION, INC., a Florida not for profit corporation, 201 S.W. Flagler Avenue Stuart, FL, 34994, hereinafter the "Licensee."

WITNESSETH:

The City and the Licensee do hereby agree as follows:

1. **LICENSED PREMISES.** City, for and in consideration of the conditions and stipulations contained in this non-exclusive license agreement ("License") does hereby license to Licensee, and Licensee accepts such License from City, for the purpose of operating an outdoor market place for sales to the general public of fresh produce, baked goods, plants, and other assorted foods, products, and services by independent vendors, upon that portion of Flagler Park and described in the drawing attached hereto as **Exhibit "A,"** hereinafter "Premise A," the licensee is prohibited from any activity that blocks the free flow of pedestrian traffic along public sidewalks and crosswalks or fire lane access for emergency services. If the City Manager determines that the Flagler Park location is inaccessible or not suitable for the Market, a alternative location can be designated. If the licensee is provided the leased premises for more than 26 weekends during the term, then the licensee shall not be entitled to any reduction of rent or other compensation if the premises is not suitable

2. **TERM.** The initial term of this License shall commence on the date first written above and continue henceforth for one year, through June of 2022, unless renewed for a consecutive term agreed to in writing by both parties, and adopted by City Commision in resolution, or until terminated by either party upon sixty (60) days written notice to the other; hereinafter the "Term." The City license authorizes the licensee to conduct an outdoor marketwithin the boundaries of the Premises only on each Sunday during the Term from 6:00 a.m. through 4:00 p.m, unless otherwise expressly permitted by the City Manager, in advance and in writing.

3. **FEE AND COMPENSATION.** The base License Fee for the use of the Premises is \$1,500.00 annually, to be paid within 30 days of the execution of this agreement, with subsequent renewal payments on or before the first day of June, each year the agreement remains in effect, beginning June 1st, 2022. An additional compensation of 20% of net revenue collected by the Licensee for each annual period in the course of Licensee's operation of an outdoor market place as provided within this agreement shall be remitted to the City within 30 days of the completion of each annual period beginning June 1st and ending May 31st. The net revenue remitted to the City by Licensee as agreed to herein will be used for city enhancements in the Stuart Main Street downtown district, which may

include one annual fireworks production. The parties have attached a sample to demonstrate the intention related to this process.

4. CITY'S OBLIGATIONS. City shall have the obligation to do the following:

- A. Assure that the public bathrooms in Flagler Park and Ctiy Hall are cleaned regularly and assure the bathrooms are open and available for use by the public during the use of the Premises.
- B. Provide three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Carts for Recyclable materials
- C. Licensee is aware of the current configuration of Flagler Park and is accepting same.

5. LICENSEE'S OBLIGATIONS. Licensee shall have the obligation to do the following:

- A. Licensee shall operate the market at least 48 Sundays per year, unless approved by the city manager for additional closures.
- B. The Licensee must furnish to the City, a copy of its annual financial report to include all revenues and expenses, each year this agreement remains in effect. Licensee shall also provide copies of the bank statements that reflect the deposits and expenditures set forth in the report upon request. The Licensee must also maintain an IRS tax exempt, 501(c) status throughout the term of this agreement. Revocation of Licensee's tax exempt status by the IRS, whether automatic or as an outcome of an audit or failure to provide the financial report, will constitute a material breach of the terms of this license.
- C. The License shall authorize access to the Premises at 6:00 AM Sunday morning, and shall vacate the Premises not later than 4:00 PM the same day. The financial terms of this agreement are based upon the operation of the market during the operating hours set forth herein. Although the license provides access for preparation and restoration of the site, it does not authorize the vendors to operate outside of the limitations set forth in this agreement.
- D. Licensee shall be permitted to have privately contracted vendors ("Vendors") each Sunday, who shall each be permitted to temporarily erect for licensed uses, 10'x10' canopies, tables, and displays for the sale or distribution of produce, food, beverages, wares, or services.

- E. The Market shall only be open to the public from 9:00 am until 2:00 p.m.. At 2:00 PM the remaining Vendors shall cease operations and restore the premises to its original condition.
- F. The Licensee shall keep the Premises clean throughout its Sunday operation of an outdoor market place, including but not limited to its use of any parking lot, outdoor public restrooms, and adjacent walkways, driveways, and streets, and the entire Premises shall be cleaned and restored to its prior condition by 5:00 PM each Sunday of operation.
- G. The Licensee shall use the three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Cart for Recyclable materials provided by the City, and shall collapse and fold all cardboard boxes and place them in the Blue recycle cart or immediately adjacent to it in a neat and orderly fashion in a area designated by the City by 5:00 PM each Sunday of operation.
- H. It will be the responsibility of the Licensee to ensure its vendors comply with and conform to all city policies relating to zero plastics on public property. Any violation of such policy will be considered a material breach of this agreement. Licensee shall be subject to any penalties as set forth in the policy. Further, failure to comply with same shall be grounds for termination of this agreement.
- I. Any sale, distribution, or consumption of alcoholic beverages during each event will be limited to a predefined area as determined and approved by the City Manager, or their designee. Such activity by the Licensee or any of their designated vendors will be considered ancillary to the scope and nature of the license, and may be revoked by the City Manager, or their designee for any reason, at any time. Licensee may be required to hire at its own expense, additional public or private security officers as determined by the City.
- J. Licensee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in the Premises.
- K. Any signage constructed or placed by Licensee shall be first approved by the City Manager.
- L. Licensee Vendors will not park their vehicles on the streets immediately adjacent to the Licensed Premises, or within the City Hall parking lot except when setting up or breaking down equipment to be transported to and off premise. Repeated violations of this policy may constitute a material breach of the license agreement. Beginning at 9:00 a.m. all vendor vehicles must be relocated outside of the spaces adjacent to Flagler Park.

6. NON-EXCLUSIVE USE. City grants this License to the Licensee as a non-exclusive right to use the Premises, except that the City agrees it shall not grant a similar license or right to use the Premises during the dates and times of this License, without first consulting and making a suitable mutual agreement with Licensee. Licensee's use of the Premises is nonetheless a "public use". It is the intent of this license agreement to provide an outdoor recreational activity for the general public.

7. CITY'S RIGHT OF ENTRY. Licensee shall permit City and its agents and employees to enter the Premises at all reasonable times for the purpose of inspecting them. The License in no way grants exclusive use of the premises to the licensee. The licensed premises shall remain open and accessible to the public during all hours of the license agreement.

8. NOTICES. All notices, demands, or other writings in this License provided to be given or made or sent, or which may be given or made or sent, by either party to this License to the other, shall be deemed to have been fully given or when either hand delivered to the offices of or made in writing and deposited in the United States Certified Mail, and postage prepaid, or emailed and receipted, and properly addressed to:

to the City: City Manager
 121 SW Flagler Avenue
 Stuart, FL 34994
 cmanager@ci.stuart.fl.us and mmortell@ci.stuart.fl.us

to the Licensee: Stuart Main Street Association, Inc.
 PO Box 3035
 Stuart, FL 34994
 director@stuartmainstreet.org

9. TAXES AND ASSESSMENTS. In the event any governmental taxes or assessments are levied upon the Premises as a result of the occupancy and activities of the Licensee hereunder, Licensee, as an additional license fee, shall pay and discharge said taxes or assessments as they become due, promptly and before delinquency.

10. LIENS. Licensee shall keep all of the Premises free and clear of any and all liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any alteration, improvement, or repairs or additions which Licensee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Licensee on or about the Premises, or any obligations of any kind incurred by Licensee. Licensee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify City and all of the Premises and all buildings and

improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

11. INDEMNIFICATION OF CITY. Under separate consideration, the amount and sufficiency which is acceptable to each party, it is further agreed that the City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, or by any of Licensee's vendors, or any other person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or of any occupant, vendor, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Licensee shall hold the City, its agents and employees harmless, and shall indemnify the City, its agents and employees against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

12. INSURANCE. Licensee shall maintain in effect throughout the term of this License personal injury liability insurance covering the Licensee, and the City and the operations of the business in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance on the Premises in the amount of \$50,000. The insurance shall specifically insure Licensee against all contractual liability assumed by it under this License, as well as any liability imposed by law, and the licensee shall list the City of Stuart as an additional insured on the policy as well as name the City of Stuart as an the entity to notify if the policy is terminated or expires. Licensee shall notify the City of Stuart within 10 days of learning that its insurance is being cancelled or any terms are modified to the extent that they no longer comply with this agreement. The insured premises shall be the entire licensed area.

13. REDELIVERY OF PREMISES. Licensee shall pay the fees and all other sums required to be paid by Licensee under this License in the amounts, at the times, and in the manner provided in this License, and shall keep and perform all the terms and conditions of this License on its part to be kept and performed, and at the expiration or sooner termination of this License, Licensee shall peaceably and quietly quit and surrender the Premises to City in good order and condition. In the event of the non-performance by Licensee of any of the covenants that Licensee has undertaken, this License may be terminated as provided herein.

14. DEFAULT. In the event of any material breach of this License by Licensee, , City, in addition to the other rights or remedies it may have, shall have the immediate right to cancel this License and may remove the Licensee and all invited or uninvited persons and property from the Premises. Any personal property located on the licensed premises may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee for thirty days. If at the expiration of 30 days, the Licensee or anyone else making claim to the property has not paid for the reasonable cost of removal

and storage and recovered the property, the City shall have the right to sell or dispose of the property without regard for its perceived value.

15. WAIVER. The failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this License shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the License. The subsequent acceptance of the license fee under this License by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular license fee so accepted, regardless of City's knowledge of the preceding breach at the time of acceptance of the license fee.

16. AMENDMENTS. This agreement may be amended only in writing and signed by both parties. All amendments hereto shall be ratified in resolution by the City Commission.

17. MISCELLANEOUS. The License embodies the entire understanding and agreement of the parties concerning the use of the Premises by the Licensee. The Licensee shall not rely upon any prior written agreement or any oral agreement concerning the use of the Licensehold. No modification or amendment to this License shall be valid, unless the same shall be in writing and signed by the authorized representative of each party. In the event that it becomes necessary to use legal process to enforce any terms of the License, the prevailing party shall be entitled to reasonable attorneys fees and costs, at all levels of litigation.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this License the days and year written below.

ATTEST:


MARY KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

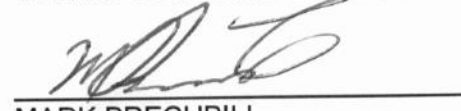

MICHAEL J. MORTELL
CITY ATTORNEY

CITY:
CITY OF STUART, FLORIDA


EULA R. CLARKE
MAYOR



LICENSEE:
STUART MAIN STREET ASSOCIATION, INC.


MARK BRECHBILL
PRESIDENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Community Redevelopment Board

Meeting Date: 6/13/2022

Prepared by: Kevin Freeman

Title of Item:

STUART COURTHOUSE (ELIZABETH) UPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2489-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN CENTER (UC) TO URBAN PLANNED UNIT DEVELOPMENT (UPUD), PROPERTY LOCATED AT 151 & 191 S.E. OCEAN BLVD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE STUART COURTHOUSE (ELIZABETH) UPUD CONSISTING OF FIFTY-SEVEN (57) RESIDENTIAL UNITS AND 15,521 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH SECTION 2.07.00 OF THE STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 29.7 DWELLING UNITS PER ACRE ON A 1.06 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Summary

The application, which consolidates the existing Civitas 1 building into a wider Urban Planned Unit Development, proposes a 57 residential unit and 15,521 sq.ft commercial mixed use Urban Planned Use Development. The proposal was approved at first hearing at the May 9th, 2022 City Commission, after being previously heard by the Community Redevelopment Board at its May 3rd, 2022 meeting. The CRB moved the request to the City Commission. The development will not provide affordable housing as defined in the City's Comprehensive Plan.

Update

The City Commission requested the applicant investigate the addition of previous surface to the parking lot areas. The applicant has amended the site plan to include +13,000 sq.ft of pervious pavers within those areas.

History:

The proposed PUD includes the existing Civitas building, a three-story mixed-use building located on the North Side of SE Ocean Boulevard between Denver and Detroit Avenues. The Development Agreement adopted in Resolution 83-02 was based upon all the property described in Exhibit A of the proposed Resolution. The City Commission recognizes that the three-story building that was constructed must remain in compliance with the City Regulations, the Land Development Code and the Comprehensive Plan.

In 2012, a legal action caused the vacant portion of the property to be sold. However, a unity of title continues to exist and the development order authorizing the existing Civitas building is based upon the entire parcel included in the Unity of Title. Therefore, the property can not be developed in a manner that is separate from the existing building. Although this development order is intended to replace Resolution 85-02, the unity of title must remain in effect and will therefore be a condition of any new development order.

This PUD shall supersede and replace Resolution 85-02 and any subsequent development agreements.

However, in the event that the terms of this UPUD that bring the three-story building back into compliance do not get completed, all parties agree that the original terms of the original development agreement, including the unity of title, shall remain in full force and effect and shall be reinstated. At no time shall the subdivision of the property be adopted by the City to the extent that the original approval in 83-02 is not in compliance with the Comprehensive Plan or any City Codes or State Law. In the future, if any party seeks to amend the UPUD, the properties will be acknowledged as one PUD to the extent that they impact the setbacks, landscaping, density, parking, permeable surface area, etc.

Funding Source:

N/A

Recommended Action:

Motion to approve subject to conditions.

ATTACHMENTS:

1. A.1 Ordinance No. 2489-2022 Stuart Courthouse (Elizabeth) UPUD
2. A.2 Exhibit C.1.a - Boundary Survey
3. A.2 Exhibit C.1.b - Final Site Plan
4. A.2 Exhibit C.1.c - Preliminary Engineering
5. A.2 Exhibit C.1.d - Landscaping sheets 1 and 2 of 2
6. A.2 Exhibit C.1.e - Architectural Sheets A.1 through A.4 (East) and A.1 Through A.5 (West)
7. A.2 Exhibit C.1.f - Typical Dumpster Enclosure Trellis Design
8. B.1 Staff Exhibit CC 6-13-2022
9. C.1 Application to Rezone Property w signed easement agreement
10. D.1 Applicant's Project Description and Justification
11. D.2 Courthouse Annex - Stuart - Traffic Statement - 03-25-20
12. D3. Surface Water Management Report
13. D.4 Glenn Webber Civitas HOA email to Tim Hernandez



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

ORDINANCE No. 2489-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN CENTER (UC) TO URBAN PLANNED UNIT DEVELOPMENT (UPUD) LOCATED AT 151 & 191 S.E. OCEAN BLVD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING THE ELIZABETH UPUD CONSISTING OF FIFTY-SEVEN (57) RESIDENTIAL UNITS AND 15,521 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH SECTION 2.07.00 OF THE STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 29.7 DWELLING UNITS PER ACRE ON A 1.06 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES..

*** * * * ***

WHEREAS, the City Commission adopted Resolution 85-02 granting a Special Exception and entering a Development Order conditionally approving the construction of a three-story mixed-use building located on the North Side of SE Ocean Boulevard between Denver and Detroit Avenues.

WHEREAS, the Development Agreement adopted in Resolution 85-02 was based upon all the property described in Exhibit A to the Resolution. The City Commission recognizes that the three-story building that was constructed must remain in compliance with the City Codes, Regulations and the Comprehensive Plan.

WHEREAS, in 2012, an owner of the property subdivided the property and separated the vacant land into separate parcels in violation of the Development Approval. This UPUD is intended to maintain compliance with the codes for the original development agreement.

WHEREAS, the City Commission of Stuart, Florida, has adopted and administers Section 2.07.00.I of the Land Development Code; and

WHEREAS, the Applicant, New Urban Communities Corp, is requesting a rezoning to UPUD to allow for development of a multi-family development consisting of 52 new residential units and 5,855 square feet of office commercial use on the 1.06-acre site, and

WHEREAS, the applicant has requested a density of 29.7 dwelling units per acre per 3.01.04.1 & 3.01.03.3 Density and Parking Space Calculation, and for parking within the building envelope; and a shared parking agreement for the development.

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application does not create any detrimental effects on adjacent land uses; and

WHEREAS, the owners have 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 this ordinance; and

WHEREAS, the City Commission, has considered the Owner's voluntary request for a new zoning designation, and has also considered the recommendation of the city staff.

WHEREAS, the Community Redevelopment Board held a properly noticed hearing at a regularly scheduled meeting to consider the application of the Petitioner and recommended approval of rezoning to UPUD on May 3, 2022; and

WHEREAS, on _____, 2022, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Owner, amending the city's official zoning map and approving the proposed buildings and site, and

WHEREAS, the owners have 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 this ordinance; and

WHEREAS, the Stuart Courthouse UPUD development will be in harmony with surrounding properties and their anticipated development; and

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 attached hereto as **Exhibit “C”**.

NOW THEREFORE, BE IT RESOLVED 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 this ordinance:

1. **Boundary Survey, Sheet 1 of 1 by Richard H. Smith, Inc., Surveying and Mapping, dated 9.01.21**
2. **Site Plan, Sheet 1 of 1, prepared by Peter Wayne Aquart, P.E., dated June.1.2022**
3. **Preliminary Engineering Plan, by Peter Wayne Aquart, P.E., dated 2.22.2022**
4. **Landscape Plan & Details, Sheets 1&2 of 2, prepared by Cotleur & Hearing Landscape Architects and Land Planners - dated 2.02.22.**

5. Architectural Plans & Elevations, Sheets A-1 thru A-4 East Building, A-1 thru A-5 West Building, by Dominick Ranieri Architect - dated 12.27.21

SECTION 1: This PUD shall supersede and replace Resolution 85-02 and any subsequent development agreements. However, in the event that the terms of this UPUD that bring the three-story building back into compliance do not get completed, all parties agree that the original terms of the original development agreement, including the unity of title shall remain in full force and effect and shall be reinstated. At no time shall the subdivision of the property in anyway be adopted by the City to the extent that the original approval in 83-02 is not in compliance with the Comprehensive Plan or any City Codes or State Law.

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain "Downtown Redevelopment". The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall become "UPUD" Urban Planned Unit Development amended to allow for 52 new multi-family residential units and 5,855 square feet of commercial/office units.

SECTION 3: This Ordinance shall take effect immediately upon its adoption.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 6: If any provision of this ordinance or the application thereof to any person or

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

SECTION 7: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

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

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

SECTION 8: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 9: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

Passed on first reading the 9th day of May, 2022.

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:

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Merritt Matheson, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN AN URBAN 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 URBAN 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:

Print Name: _____ New Urban Communities Corp.

Print Name: _____ Name: Timothy L. Hernandez
Title: Agent

PETITIONER'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Timothy Hernandez who ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Signature of Notary Public
Printed

Name: _____

Notary Seal:

Exhibit “A” Legal Description:

DESCRIPTION

PARCEL 1:

LOTS 21, 22, 39 AND 40, *LESS* AND EXCEPTING THE NORTH 15 FEET OF LOT 39, AND ALSO *LESS* AND EXCEPTING ALL RIGHTS OF WAY INCLUDING THE SOUTH 25 FEET OF LOTS 21 AND 40, HIGH SCHOOL SUBDIVISION. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH [NOW MART I NJ COUNTY, FLOR I DA.

CONTAINING 13.499 SQUARE FEET. MORE OR LESS. PARCEL 2:

LOT 23. *LESS* THE WESTERLY FOUR [4] FEET THEREOF. HIGH SCHOOL SUBDIVISION. ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2. PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH [NOW MART IN COUNTY, FLOR I DA.

CONTAINING 4800 SQUARE FEET, MORE OR LESS. PARCEL 3:

LOT 38, TOGETHER WITH THE NORTH FIFTEEN (15) FEET OF LOT 39, LOT 41. *LESS* THE SOUTH TWENTY-FIVE [25] FEET THEREOF FOR STREET RIGHT OF WAY PURPOSES, AND LOTS 43. 44 AND 45. HIGH SCHOOL SUBDIVISION.

ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH NOW MARTIN COUNTY.

CONTAINING 6,5000 SQUARE FEET, MORE OR LESS WEST OF S.E. DETROIT AVENUE. CONTAINING 21,490 SQUARE FEET, MORE OF LESS - EAST OF S.E. DETROIT AVENUE. CONTAINING 27,990 SQUARE FEET, MORE OF LESS – TOTAL OF PARCEL 3. CONTAINING 46,289 SQUARE FEET, MORE OR LESS – TOTAL ALL THREE PARCELS.

Exhibit “B” Map:



Exhibit “C” Conditions of Approval

1. The Stuart Courthouse UPUD Project and use thereof shall comply with the following drawings:
 - a. **Boundary Survey, Sheet 1 of 1 by Richard H. Smith, Inc., Surveying and Mapping, dated 9.01.21**
 - b. **Site Plan, Sheet 1 of 1, prepared by Peter Wayne Aquart, P.E., dated 3.17.2022.**
 - c. **Preliminary Engineering Plan, by Peter Wayne Aquart, P.E., dated 2.22.2022.**
 - d. **Landscape Plan & Details, Sheets 1&2 of 2, prepared by Cotleur & Hearing Landscape Architects and Land Planners - dated 2.02.22.**
 - e. **Architectural Plans & Elevations, Sheets A-1 thru A-4 East Building, A-1 thru A-5 West Building, by Dominick Ranieri Architect - dated 12.27.21.**
 - f. **Typical Dumpster Enclosure Design. June 3rd, 2022.**
2. Any modifications to the Stuart Courthouse (Elizabeth) UPUD Site Plan that does not exceed 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.
3. The maximum building height within the UPUD shall be four (4) stories or 45 feet. Sloped roofs shall not exceed a maximum of 15 feet.

Landscaping

4. The common areas the project shall be provided with landscaping per the Landscaping plan with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

Prior to Issuance of Site Permits

5. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
6. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
7. 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.
8. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.
9. Water and Sewer Services shall be provided by City of Stuart utilities.
10. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
11. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to the City Public Works department.
12. Prior to certificate of occupancy for any unit, the applicant shall provide an engineer's written confirmation attesting that the UPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.
13. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction to reduce dust generated on-site.
14. The applicant will be required to apply for a Revocable Permit for any improvements to SE Detroit Avenue and or SE Ocean Blvd.
15. All building materials and colors shall comply with the Section 3.01.04 of the City's Land Development Regulations.

16. Details for the Trellis design for the development's trash dumpsters shall be provided in the final site and landscape plans at final site plan review.
17. Building addresses and or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the city code.
18. Prior to issuance of a building permit, the applicant shall either contribute the required art fee of one percent of the vertical construction cost or provide work of art on the development pursuant to Section 3.01.08 within the dedicated land. The applicant agrees to maintain the public art in a location as depicted on the site plan.

Development and Construction

19. Except as provided herein, all development shall comply with City Code.
20. Site work including but not limited to land preparation, clearing and grading, drainage and water, sewer and irrigation lines, shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting.
21. Any sidewalks damaged during construction shall be repaired and/or replaced by the applicant as per the City's specification.
22. Notwithstanding the illustration shown on the site plan, all signage shall be in accordance with the City's Land Development Regulations with regards to size, dimensions, color, etc.
23. Site lighting shall not negatively impact adjacent properties and shall not create a visual nuisance. Decorative exterior light fixtures shall be approved prior to the issuance of any development permits.
24. The applicant shall comply with all applicable Handicap Accessibility standards.
25. Final Development Plans and Construction Drawings shall be reviewed and approved by all necessary City departments prior to the issuance of any building permits.

26. The project shall have no more than one water meter to the single building unless public works deems more water meters are appropriate.
27. There shall be no improvements, fencing, installation of additional landscape material, etc. placed within the common areas that would be in nonconformance with the urban landscaping code.
28. An 8-foot-wide sidewalk shall be provided at the front of both buildings on along SE Ocean Blvd.
29. The slope from proposed and existing sidewalks along SE Ocean Blvd shall not exceed 4:1. The existing slope in front of the existing 3-Story Civitas building shall be regraded if necessary.
30. The developer shall provide 2 bike racks per Sec. 6.01.20.G for the non-residential portion of the project (Two bicycle parking spaces (one bicycle rack) for the first ten required off-street vehicular parking spaces. Two additional bicycle parking spaces for each additional 30 required off-street vehicular parking spaces or fraction thereof). and 12 bike racks for the residential portion of the project, (Two bicycle parking spaces (one bicycle rack) per five units within the community redevelopment area).
31. Prior to final certificate of occupancy, the development will provide a minimum of three (3) Level Two (2) Electric Vehicle Charging (EVCS) Stations to support immediate vehicle charging and a minimum of three (3) Electric Vehicle Charging Infrastructure (EVCI) connections to support future electric vehicle charging. The infrastructure installation shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder / branch circuits, the installation of raceways, both underground and surface mounted, to support the electrical vehicle supply equipment.

Signage

32. All signs throughout the UPUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign(s) shall adhere to the City of Stuart Land Development Code.

HOA Requirements & Future Amendments

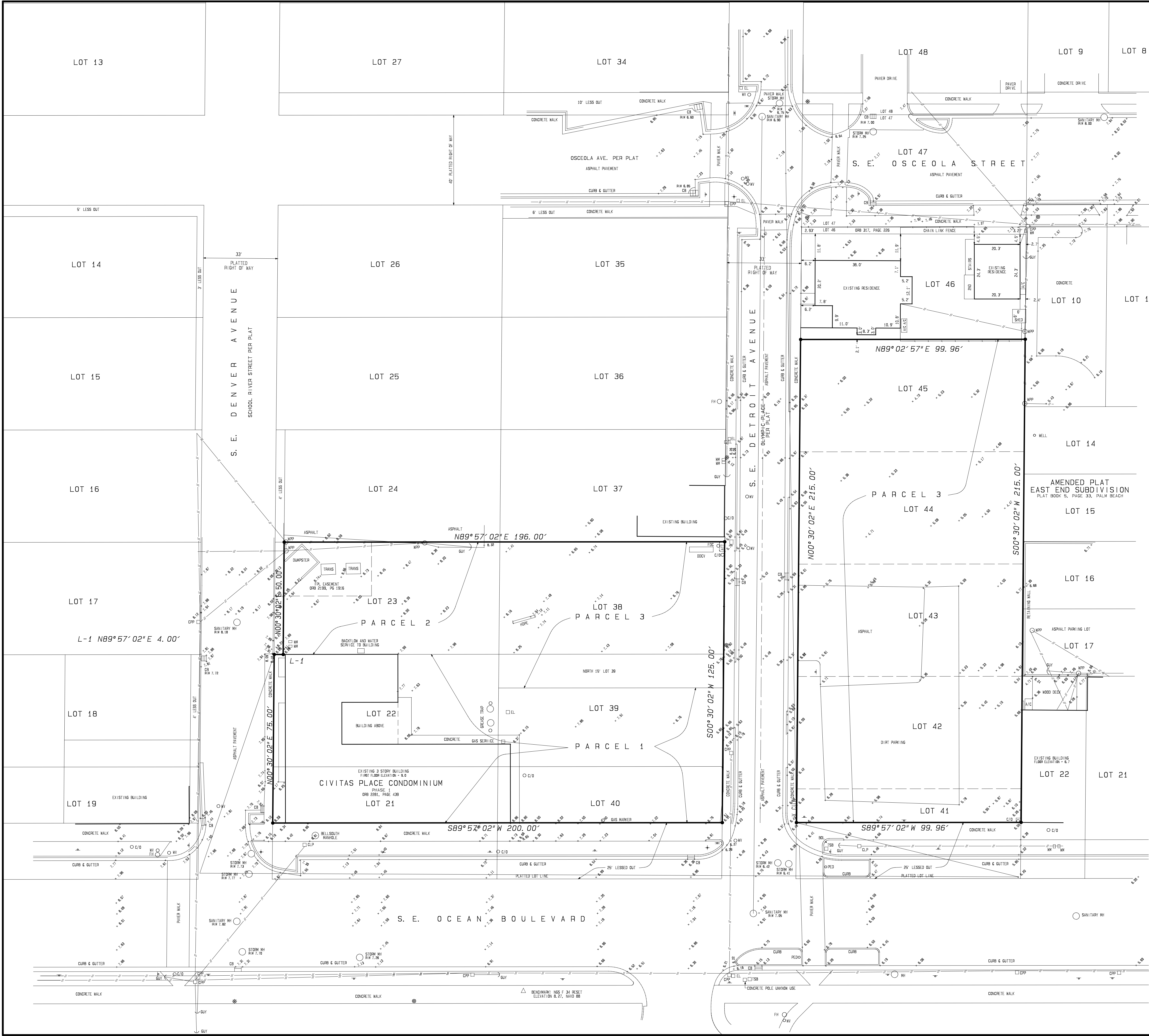
33. There will be no future subdivision of the property without a plat approved by the City Commission.
34. The Homeowner’s Association(s) shall regulate any permits for guest parking.
35. A unity of title of all lots shall be maintained in respect of all lots which comprise the Planned Unit Development approved herein. Property PIN 04-38-41-034-001-03050-0. PIN 04-38-41-006-000-00210-6 and PIN 04-38-41-006-000-00410-4.
36. Amendments to this agreement which concern and affect the ‘Civitas 1’ portion (PIN 04-38-41-034-001-03050-0) of this development agreement only will not require sign-off of the ‘Elizabeth’ property owner’s association or its representative, and vice versa, amendments which concern and affect the “Elizabeth’ portion of this development agreement only will not require sign-off of the ‘Civitas 1’ property owners association representative.

Timetable for Development

37. Timetable for development shall be as follows:

Final Certificate of Occupancy for all site and building improvements.	June 30, 2028
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38. Uses as provided within the City of Stuart Land Development Code in respect of the Urban Districts of the Community Redevelopment Area shall be permitted providing appropriate parking provision is provided through a permitted site plan.



LEGEND

- A/C - AIR CONDITIONER
- CB - CATCH BASIN
- C/O - CLEAN OUT
- CLP - CONCRETE LIGHT POLE
- CPP - CONCRETE POWER POLE
- DDCV - DOUBLE DETECTOR CHECK VALVE
- EL - ELECTRIC HAND HOLE
- FDC - FIRE DEPARTMENT CONNECTION
- FH - FIRE HYDRANT
- MH - MANHOLE
- PED - PEDESTRIAN CROSSING LIGHT
- TRANS - TRANSFORMER ON CONCRETE
- TSB - TRAFFIC SIGNAL BOX
- WM - WATER METER
- WPP - WOOD POWER POLE
- WV - WATER VALVE
- W - LIGHT POLE
- W - TRAFFIC SIGN
- +1.50 - EXISTING ELEVATION
- - OVERHEAD UTILITY LINES

DESCRIPTION

PARCEL 1:
LOTS 21, 22, 39 AND 40, LESS AND EXCEPTING THE NORTH 15 FEET OF LOT 39, AND ALSO LESS AND EXCEPTING ALL RIGHTS OF WAY INCLUDING THE SOUTH 25 FEET OF LOTS 21 AND 40, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 13,499 SQUARE FEET, MORE OR LESS.

PARCEL 2:
LOT 23, LESS THE WESTERLY FOUR (4) FEET THEREOF, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 4800 SQUARE FEET, MORE OR LESS.

PARCEL 3:
LOT 38, TOGETHER WITH THE NORTH FIFTEEN (15) FEET OF LOT 39, LOT 41, LESS THE SOUTH TWENTY FIVE (25) FEET THEREOF FOR STREET RIGHT OF WAY PURPOSES, AND LOTS 42, 43, 44 AND 45, HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 6,500 SQUARE FEET, MORE OR LESS - WEST OF S.E. DETROIT AVENUE
CONTAINING 21,490 SQUARE FEET, MORE OR LESS - EAST OF S.E. DETROIT AVENUE
CONTAINING 27,990 SQUARE FEET, MORE OR LESS - TOTAL OF PARCEL 3

CONTAINING 46,289 SQUARE FEET, MORE OR LESS - TOTAL ALL 3 PARCELS

- NOTES**
- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - THIS MAP WAS PREPARED WITH THE BENEFIT OF THAT COMMITMENT FOR TITLE INSURANCE ISSUED BY WFG NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 13378.04, EFFECTIVE MAY 14, 2019.
 - ELEVATIONS SHOWN HEREON ARE IN FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, NAVD 88, AND ARE RELATIVE TO NG8 BENCHMARK F 34 RESET, WHOSE PUBLISHED ELEVATION IS 8.27, NAVD 88.
 - PARCELS ARE LOCATED IN FLOOD ZONE X
FLOOD MAPS 12085C0134 H AND 12085C0153 H
EFFECTIVE FEBRUARY 19, 2020
 - PARCEL ID NUMBERS:
04-38-41-006-000-00210-6
04-38-41-006-000-00410-4
- AND
CIVITAS PLACE CONDOMINIUM, PHASE 1
ORB 2281, PAGE 439

CERTIFICATION

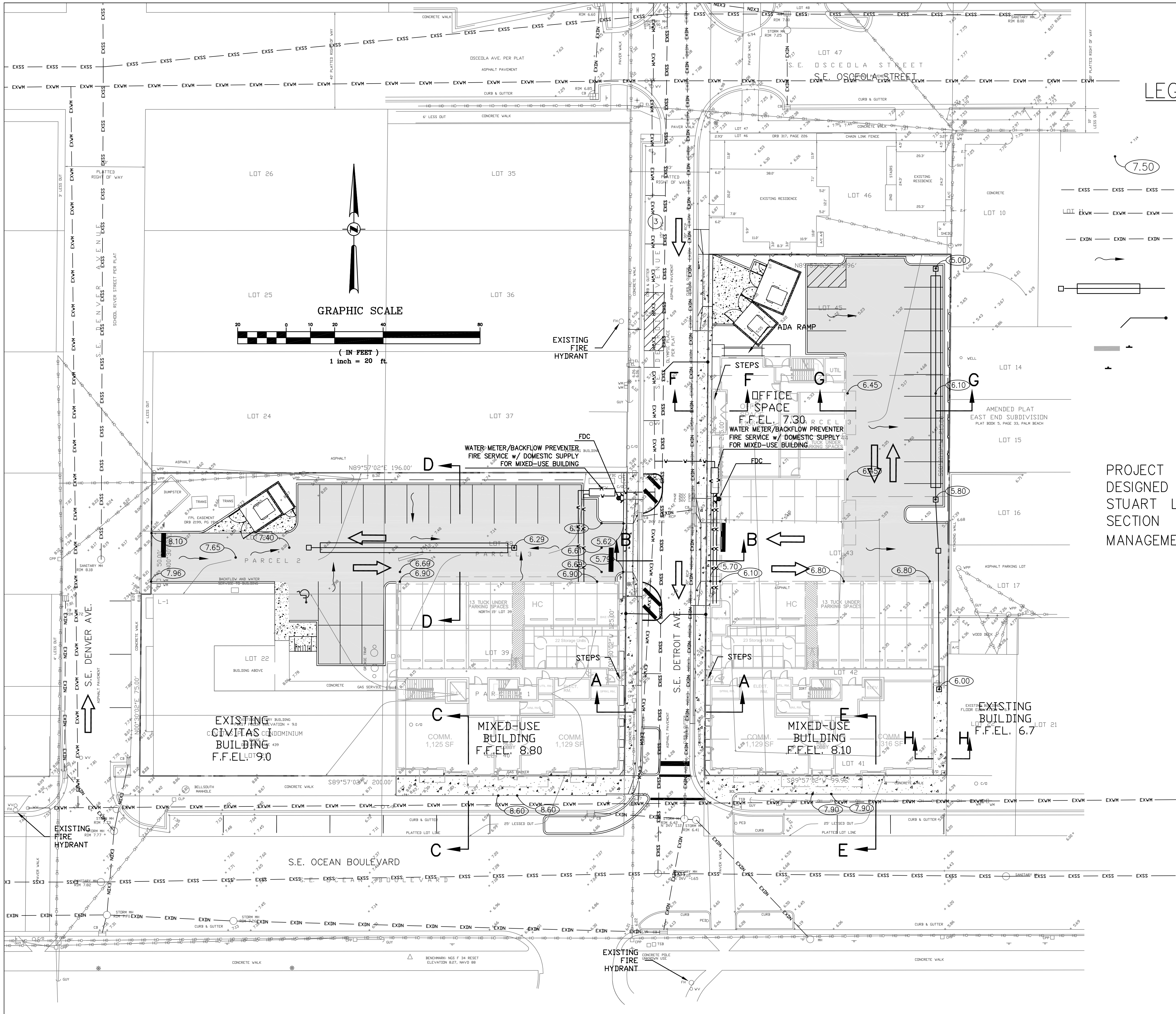
I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55-17.050-052, FLORIDA ADMINISTRATIVE CODE. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY:

RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

09/01/21	RHS	N/A	ADD PARCEL AREAS
06/30/21	RHS	N/A	REVISE BOUNDARY TO EXCLUDE LOT 46 - UPDATE FLOOD ZONES
02/15/20	RHS	N/A	REVISE BOUNDARY TO INCLUDE CIVITAS PHASE 1
08/10/19	RHS	18-49	BOUNDARY AND TOPOGRAPHIC SURVEY
REVISIONS			
BOUNDARY AND TOPOGRAPHIC STUART COURTHOUSE SITE			
RICHARD H. SMITH, INC. SURVEYING AND MAPPING FLORIDA LICENSE NUMBER LB 7667 rsmithsurvey@gmail.com 4902 FOREST DALE DRIVE LAKE WORTH, FL 33449 (561) 536-8191			6000-1 PROJECT NUMBER 6000 SHEET 1 OF 1

Drawing name: C:\Users\pawqat\Documents\PROJECTS\2019\Stuart Courthouse\NEW Layout\Current\Preliminary Engineering.dwg Plotted on: Feb 02, 2022 - 3:29pm Plotted by: pawqat Layout Name: Layout1



LEGEND

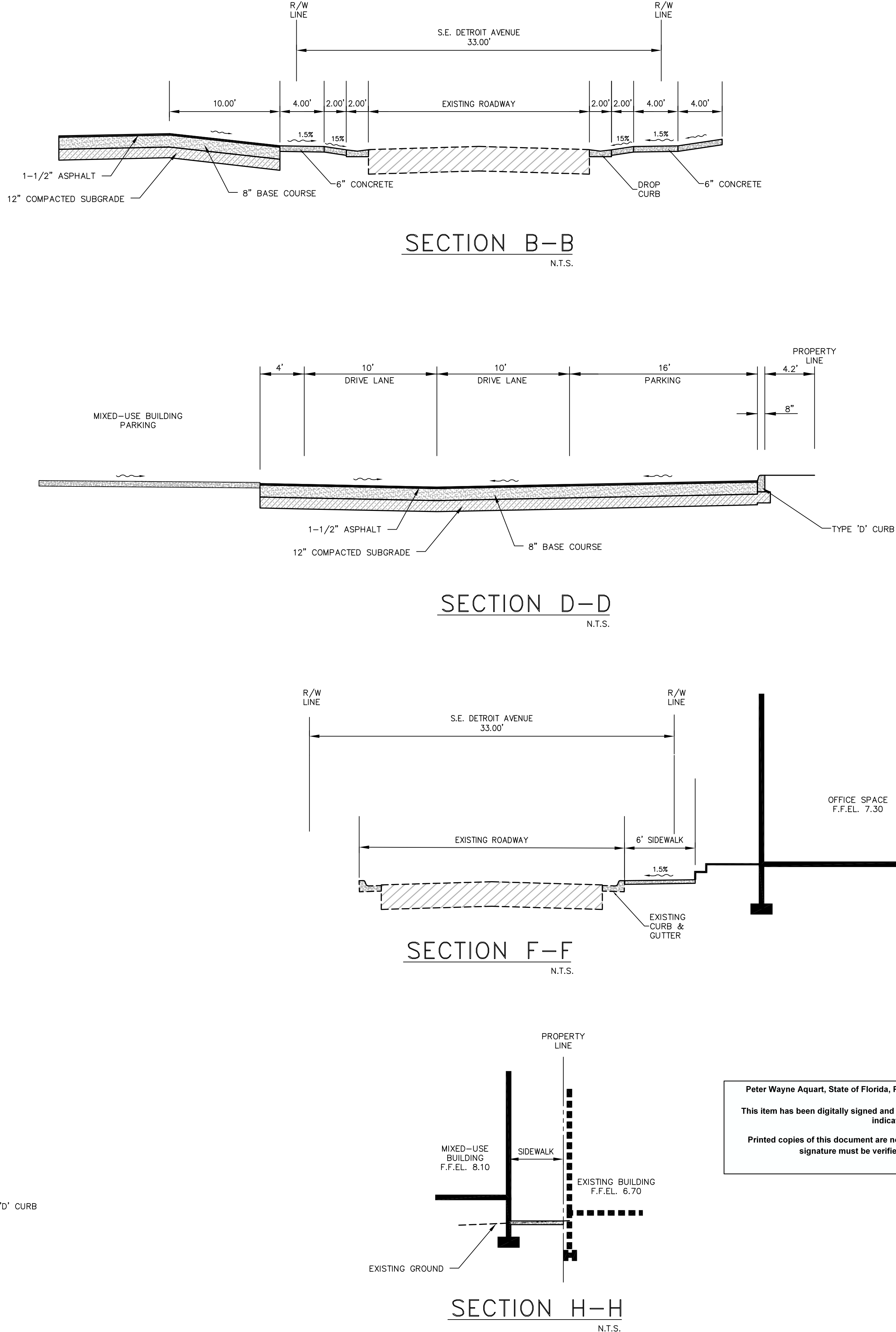
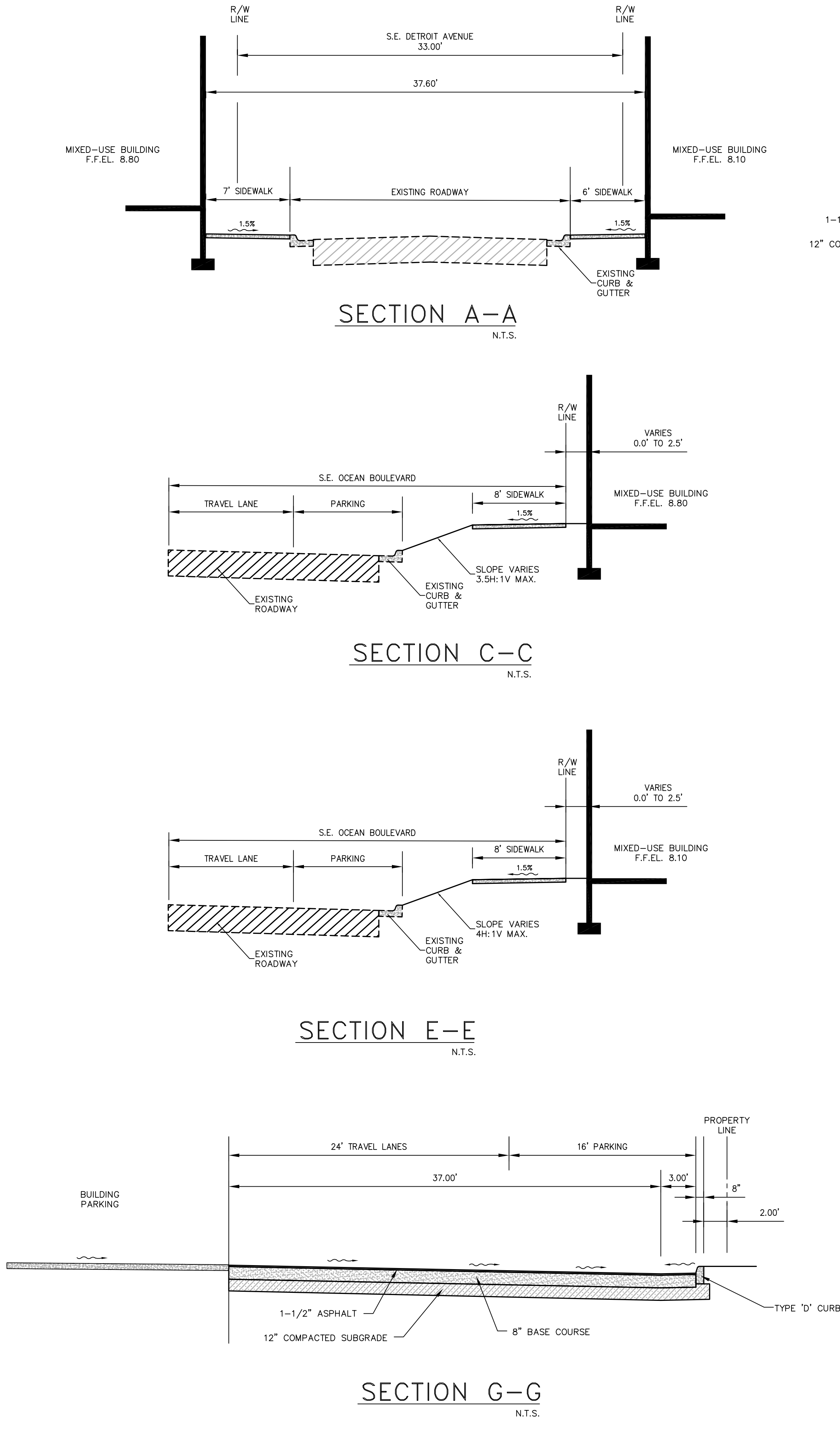
- EXISTING ELEVATION
- PROPOSED ELEVATION
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE
- PROPOSED DIRECTION OF SURFACE WATER FLOW
- PROPOSED CATCH BASIN, PIPE & EXFILTRATION TRENCH
- PROPOSED SEWER SERVICE
- PROPOSED STOP SIGN AND STOP BAR
- PROPOSED TRAFFIC CONTROL SIGN

PROJECT DRAINAGE SYSTEM WILL BE DESIGNED IN ACCORDANCE WITH CITY OF STUART LAND DEVELOPMENT CODE – SECTION 6.03.00 – STORMWATER MANAGEMENT

Peter Wayne Aquart, State of Florida, Professional Engineer, License No. 34176
This item has been digitally signed and sealed by Peter Wayne Aquart on the date indicated here.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DATE DRAWN: 20FEB2020		DATE: 02/02/2020
SCALE: 1"=20'		DATE: 02/02/2020
DESIGN BY: PWA		DATE: 02/02/2020
DRAWN BY: PWA		DATE: 02/02/2020
CHECKED BY: PWA		DATE: 02/02/2020
APPROVED BY: PWA		DATE: 02/02/2020
DESCRIPTION:		
3. REV. PER CITY COMMENTS		
2. REV. PER REVISED SITE PLAN		
1. PER CITY REVIEW COMMENTS		
PETER WAYNE AQUART, P.E.		
CONSULTING CIVIL ENGINEER		
14032 SW 48TH STREET, MIAMI, FL 33175		
TEL: (561) 379-2879 E-MAIL: PAQUART@AOL.COM		
FLORIDA LICENSED PROFESSIONAL ENGINEER No. 34176		
MATERIAL SHOWN HEREIN IS THE PROPERTY OF PETER WAYNE AQUART, P.E. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PETER WAYNE AQUART, P.E. COPYRIGHT © 2019		
THE ELIZABETH		
CITY OF STUART		
FLORIDA		
PREPARED FOR:		
STUART COURTHOUSE, LLC		
PRELIMINARY ENGINEERING PLAN		
NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND SEAL		
February 02, 2022		
Peter Wayne Aquart		
Florida P.E. No. 34176		
PROJECT NO.		
103		
PE-1		
SHEET 1 OF 2		

Drawing name: C:\Users\p\p\Documents\PROJECT\1\2019\Stuart Courthouse\NEW Layout\Current\Sections.dwg Layout Name: SECTIONS Plotted by: pagant Plotted on: Feb 02, 2022 - 3:33pm



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SCALE:	NONE
DESIGN BY:	PWA
DRAWN BY:	PWA
CHECKED BY:	PWA
APPROVED BY:	PWA
DATE:	
DESCRIPTION:	
PETER WAYNE AQUART, P.E. CONSULTING CIVIL ENGINEER 14032 SW 45TH STREET, MIAMI, FL 33175 TEL: (561) 279-2879 E-MAIL: PWA@PWAART.COM FLORIDA LICENSED PROFESSIONAL ENGINEER No. 34176	
THE ELIZABETH CITY OF STUART PREPARED FOR: STUART COURTHOUSE, LLC TYPICAL SECTIONS	
NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND SEAL February 02, 2022 Peter Wayne Aquart Florida P.E. No. 34176	
PROJECT NO. 103	
SEC SHEET 2 OF 2	



1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

The Elizabeth
STUART COURTHOUSE, LLC
City of Stuart, Florida

FUTURE LAND USE DESIGNATION	DOWNTOWN REDEVELOPMENT
EXISTING ZONING	UC-URBAN CENTER
PROPOSED ZONING	UPUD-URBAN PUD

TOTAL PROJECT AREA	46,289	SF
	1.063	AC

LANDSCAPE AREA: (6.04.03.B.1.)	REQ	PROV
REQUIRED: 20% OF DEVELOPED AREA =	9,258	4,382

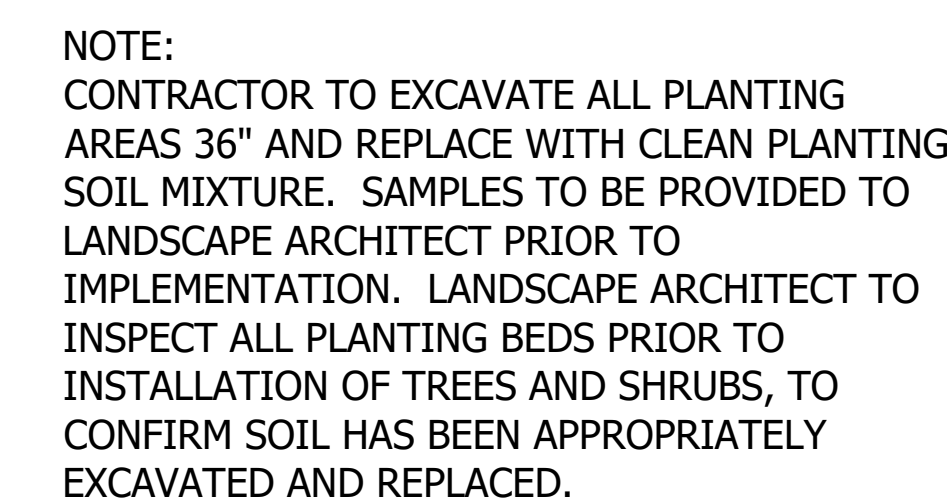
PARKING AREAS ADJACENT TO RESIDENTIAL (6.04.07.B.2.A.)	REQ	PROV
1 TREE REQUIRED FOR EVERY 30 LF		
PARKING ADJACENT TO NORTH PROPERTY LINE (117'/30) =	4	4*
PARKING ADJACENT TO EAST PROPERTY LINE (99'/30) =	4	4*

	REQ	PROV
1 TREE PER 2,500 OF TOTAL PROJECT AREA SF	19	26

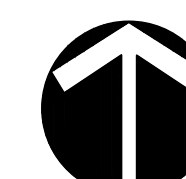
(14 SHADE TREES & 24 PALMS)		
1 TREE REQUIRED PER LANDSCAPE ISLAND	8	8

1 TREE PER 500 SF PROVIDED LANDSCAPE AREA = 9 11

*PALM TREES PROVIDED AT 2 TO 1



Scale: 1" = 30'-0"



North



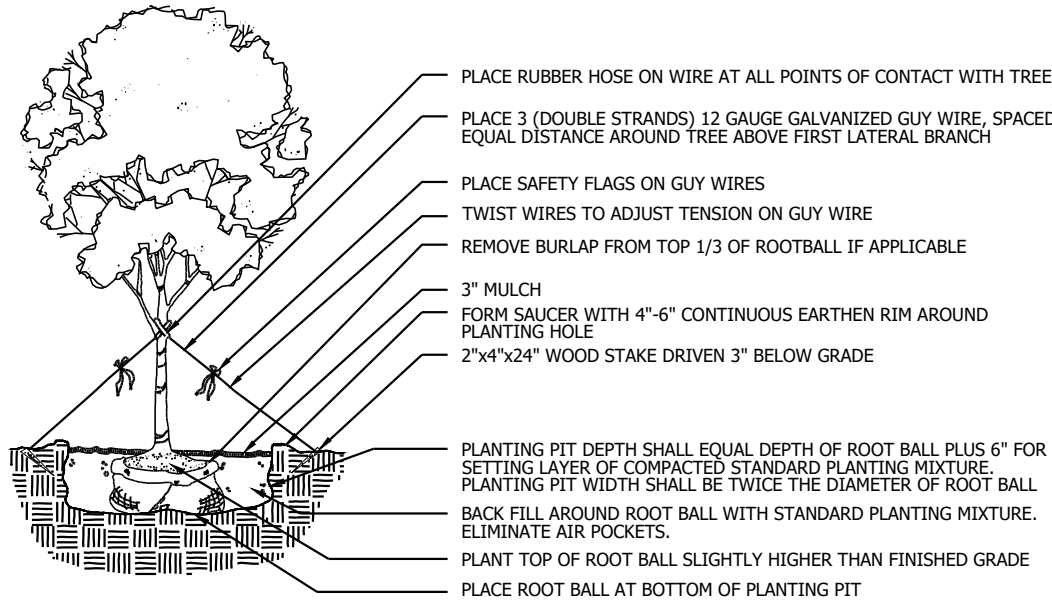
DESIGNED _____	DEH
DRAWN _____	JAE
APPROVED _____	DEH
JOB NUMBER _____	21-0707
DATE _____	08-03-21
REVISIONS _____	09-07-21
	11-01-22
	02-02-22

February 02, 2022 4:47:10 p.m.
Drawing: 21-0707_LP.DWG

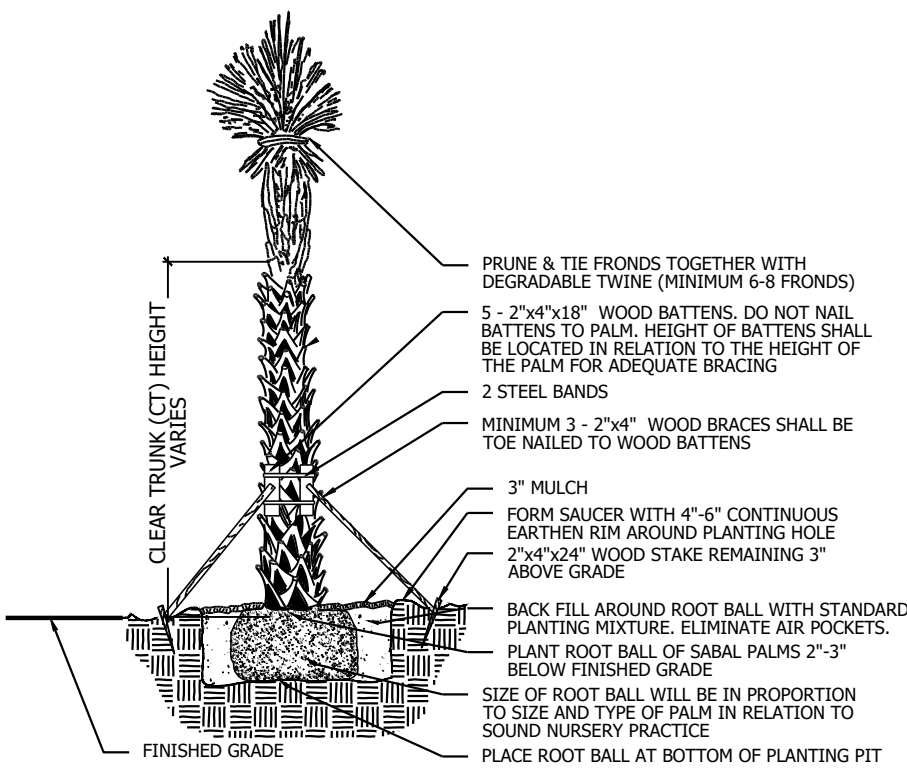
SHEET 1 OF 2

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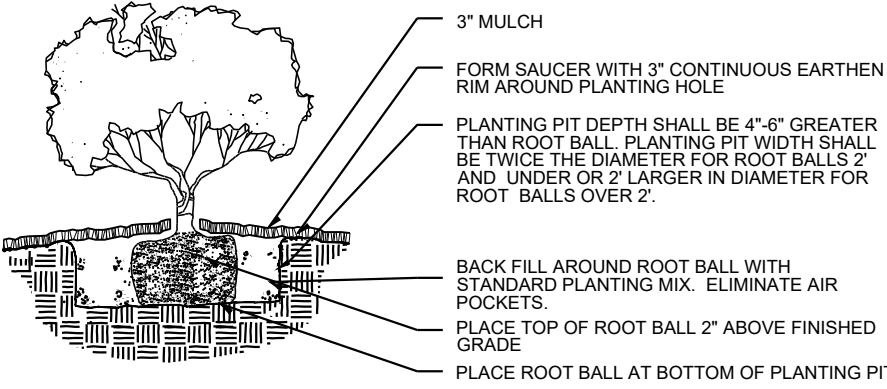
PLANTING DETAILS



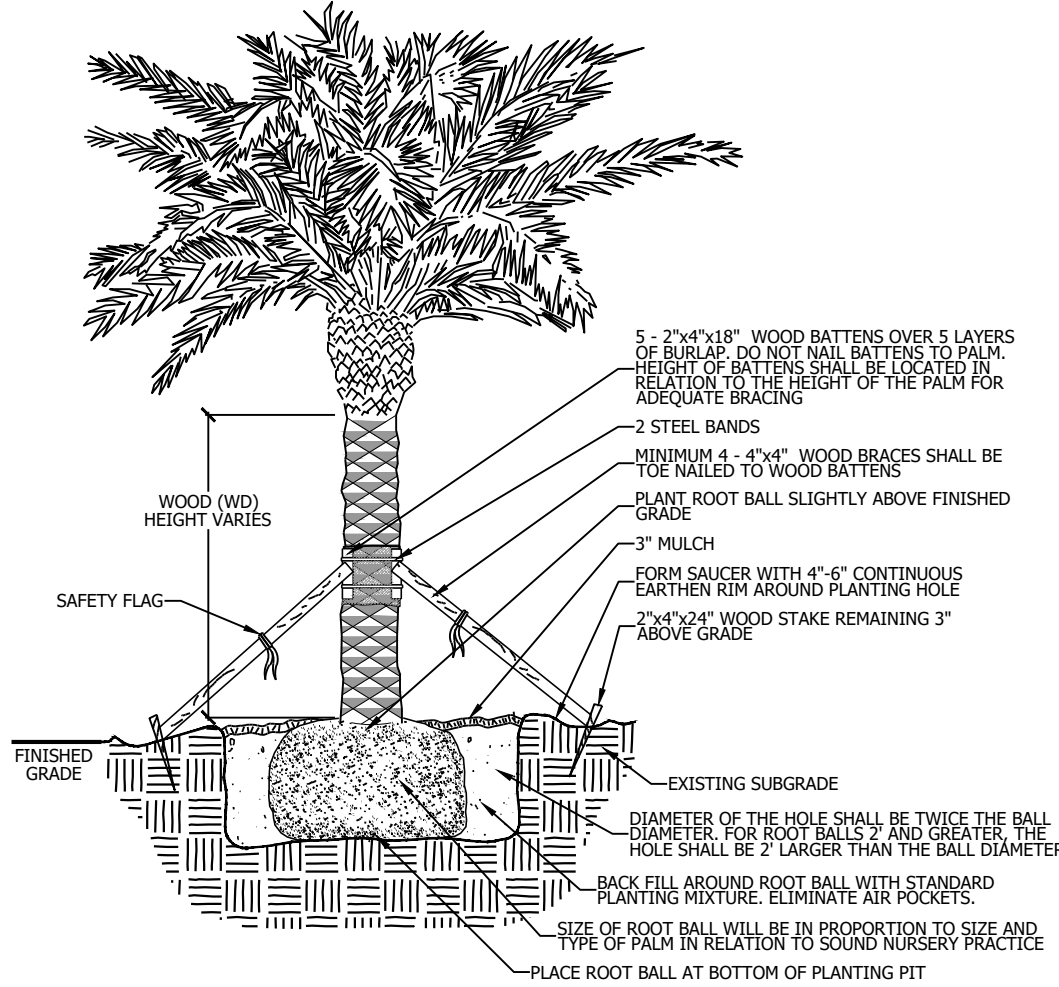
LARGE TREE PLANTING DETAIL



PALM PLANTING DETAIL

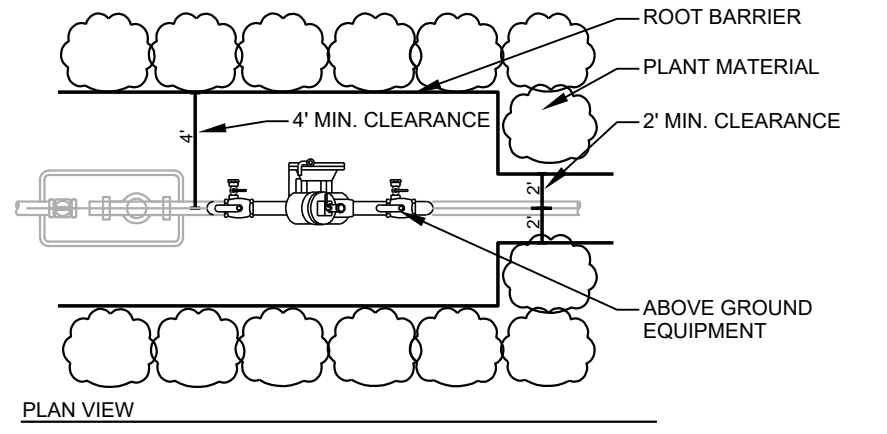


SHRUB/GROUND COVER PLANTING DETAIL



LARGE PALM PLANTING DETAIL

MEDJOL, CANARY ISLAND, SYLVESTER DATE PALM, ETC.



ABOVE GROUND BACKFLOW PLANTING DETAILS

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY GRADES AND STANDARDS LATEST EDITION.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR CHANGES WITHOUT THE AUTHORIZATION OF THE VILLAGE OF NORTH PALM BEACH, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

LANDSCAPING PLACEMENT, WITH CONSIDERATION OF MATURATION, SHOULD NOT OBSTRUCT LIGHTING FIXTURES, THE VIEW THROUGH WINDOWS, OR BUILDING ADDRESSES.

LANDSCAPING OF THE LOWER CANOPY TREES SHOULD BE TRIMMED UP TO A MIN. HEIGHT OF 6'-0" THROUGH MATURATION TO INCREASE NATURAL SURVEILLANCE.

LANDSCAPING OF SHRUBBERY SHOULD BE TRIMMED TO A MAX. HEIGHT OF 36" AND MAINTAINED THROUGH MATURATION TO INCREASE NATURAL SURVEILLANCE.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE VILLAGE OF NORTH PALM BEACH LAND DEVELOPMENT REGULATIONS.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIVE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING (EXCLUDING ANTENNAS). THE LANDSCAPING SHALL EXTEND ONE FOOT HIGHER THAN THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

ALL SOD WITHIN NEW LANDSCAPE AREAS SHALL BE STENOAPHRUM SECUNDATUM 'FLORATAM' (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7' FEET.

PLANTING ISLANDS WITHIN AND ADJACENT TO PARKING AREAS SHALL BE FREE OF LIME ROCK AND OTHER FOREIGN MATERIALS TO A DEPTH OF 36". IF NECESSARY, RECYCLED PLANTING SOIL MIXTURE SHOULD BE USED TO REPLACE UNSUITABLE SOIL, WHICH IS EXCAVATED.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF NORTH PALM BEACH.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL NEW LANDSCAPE AND SOD AREAS.

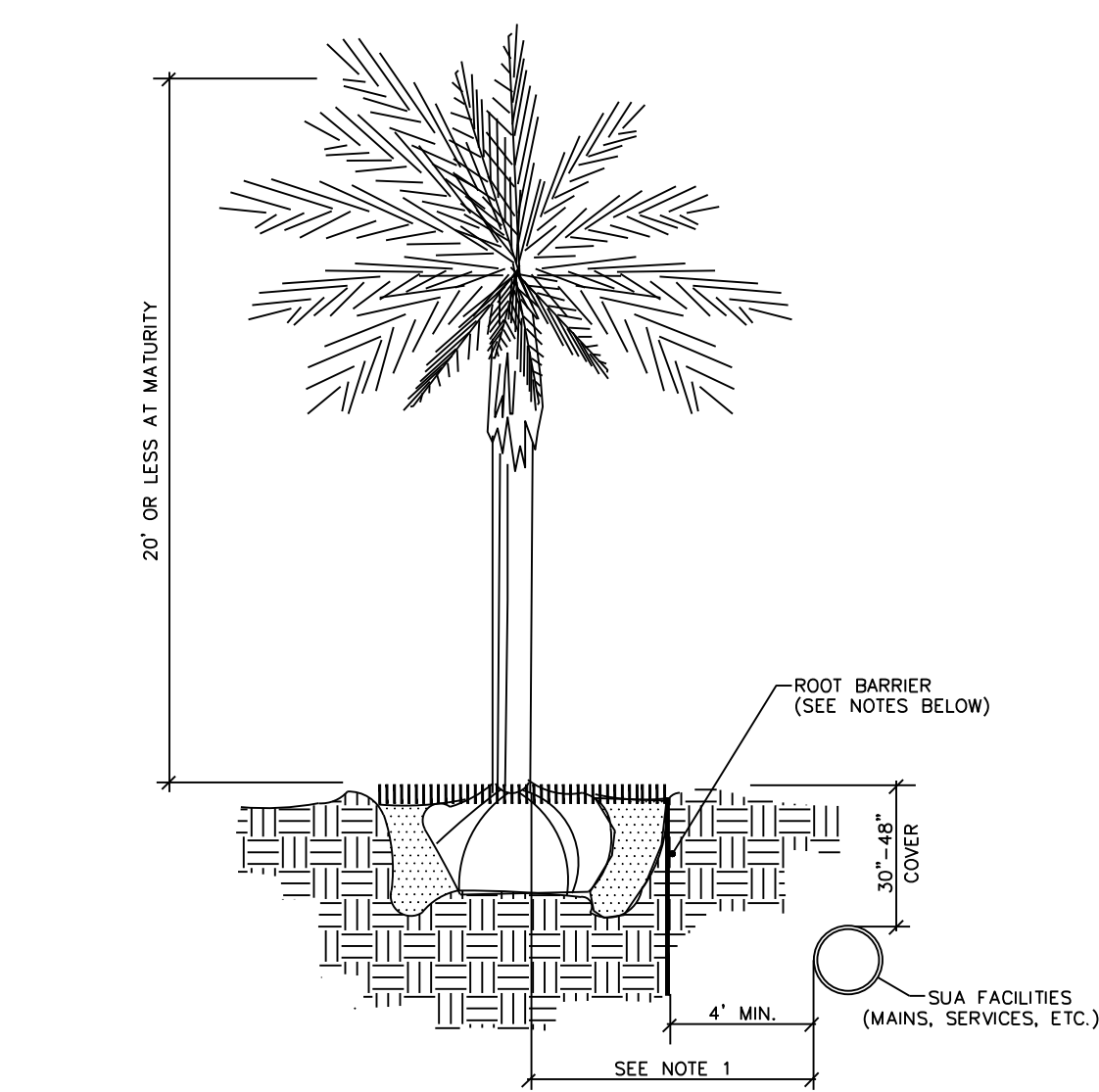
THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS FOR HIS/HER WORK.

ALL EXOTIC AND NUISANCE VEGETATION SHALL BE REMOVED FROM ON SITE.

ALL TREES AND LANDSCAPING WILL BE FIELD LOCATED TO AVOID CONFLICT WITH THE EXISTING UTILITY, LIGHT POLES AND DRAINAGE LINES.

ROOT BARRIER DETAILS

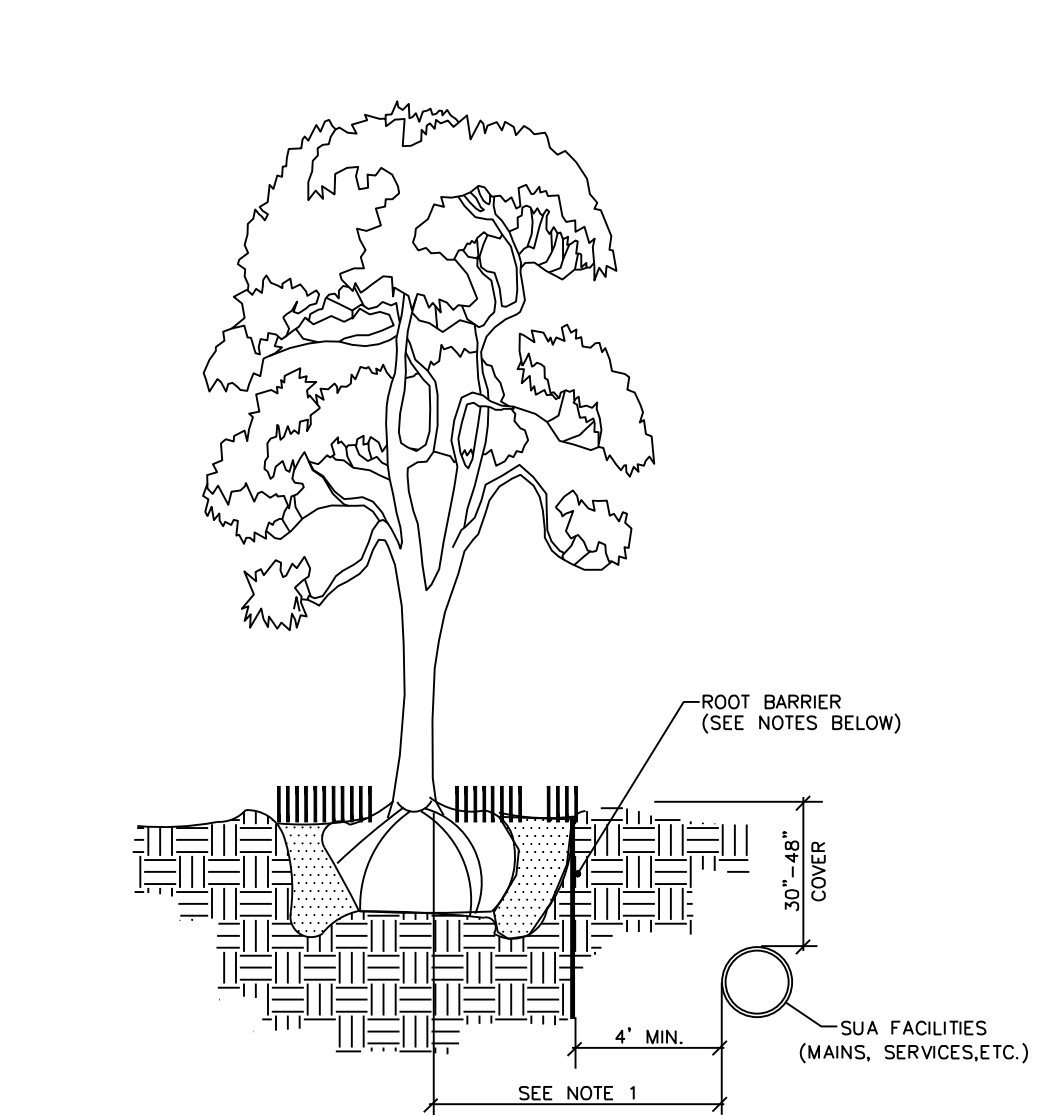


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THIS DISTANCE SHALL BE 7' MINIMUM WITH ROOT BARRIER AND 10' MINIMUM IF NO ROOT BARRIER IS USED.
2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEACOAST FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACOAST AND INSPECTED BY SEACOAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS".
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Shrub, Small Tree or Palm Tree with Root Barrier

AUGUST 26, 2020 (Rev C-16)



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THIS DISTANCE SHALL BE 10' MINIMUM WITH ROOT BARRIER AND 15' MINIMUM IF NO ROOT BARRIER IS USED.
2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEACOAST FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACOAST AND INSPECTED BY SEACOAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS".
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
6. LARGE PALM TREES INCLUDE ROYAL, WASHINGTONIAN, BISMARCK AND SIMILAR SIZED SPECIES.

Typical Canopy Tree, Large or Exotic Palm Tree with Root Barrier

AUGUST 26, 2020 (Rev C-16)

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS: PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING, I.E. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FULL AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 14% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE 16"-12" AGRIFORM TABLETS (21 GRAM)

1 GAL. 1/4 LB.
1 GAL. 1/2 LB.
7-15 GAL. 1/2 LB.
16"-4" CALIPER 2 LBS./1" CALIPER 2 PER 1" CALIPER
6" AND LARGER 3 LBS./1" CALIPER 2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 90 DAYS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UPON COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT, UNTIL THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

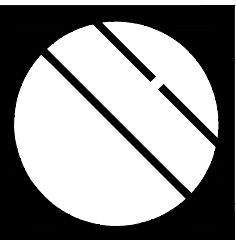
ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

48 HOURS BEFORE DIGGING
CALL TOLL FREE

811

SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

LANDSCAPE DETAILS



Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 Fax 747.1377
www.cotleurhearing.com

Lic# LC-26000535

The Elizabeth
STUART COURTHOUSE, LLC
City of Stuart, Florida

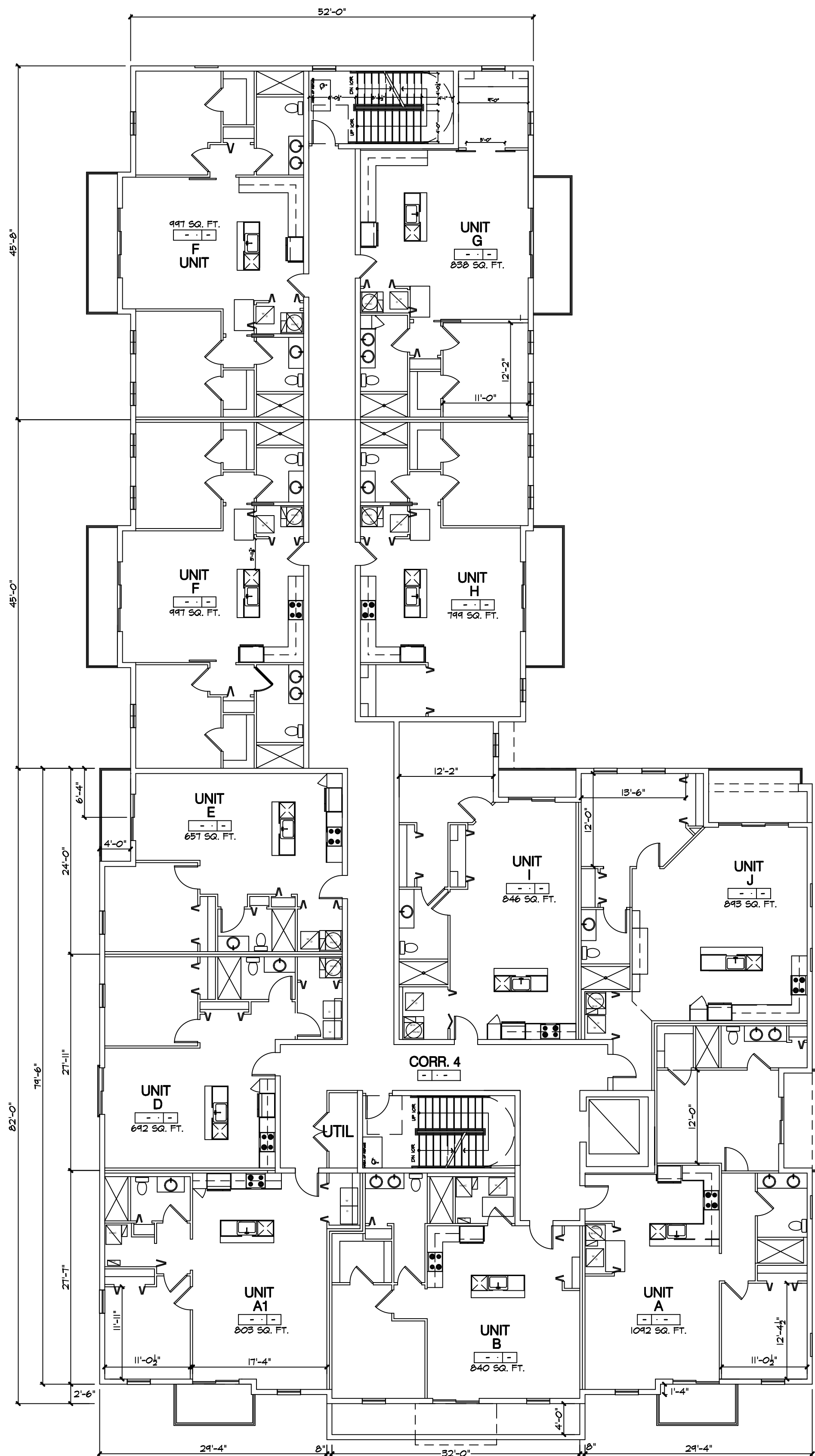


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DRAWN _____ JAE
APPROVED _____ DEH
JOB NUMBER 21-0707
DATE 08-03-21
REVISIONS 09-07-21
11-01-22
02-02-22

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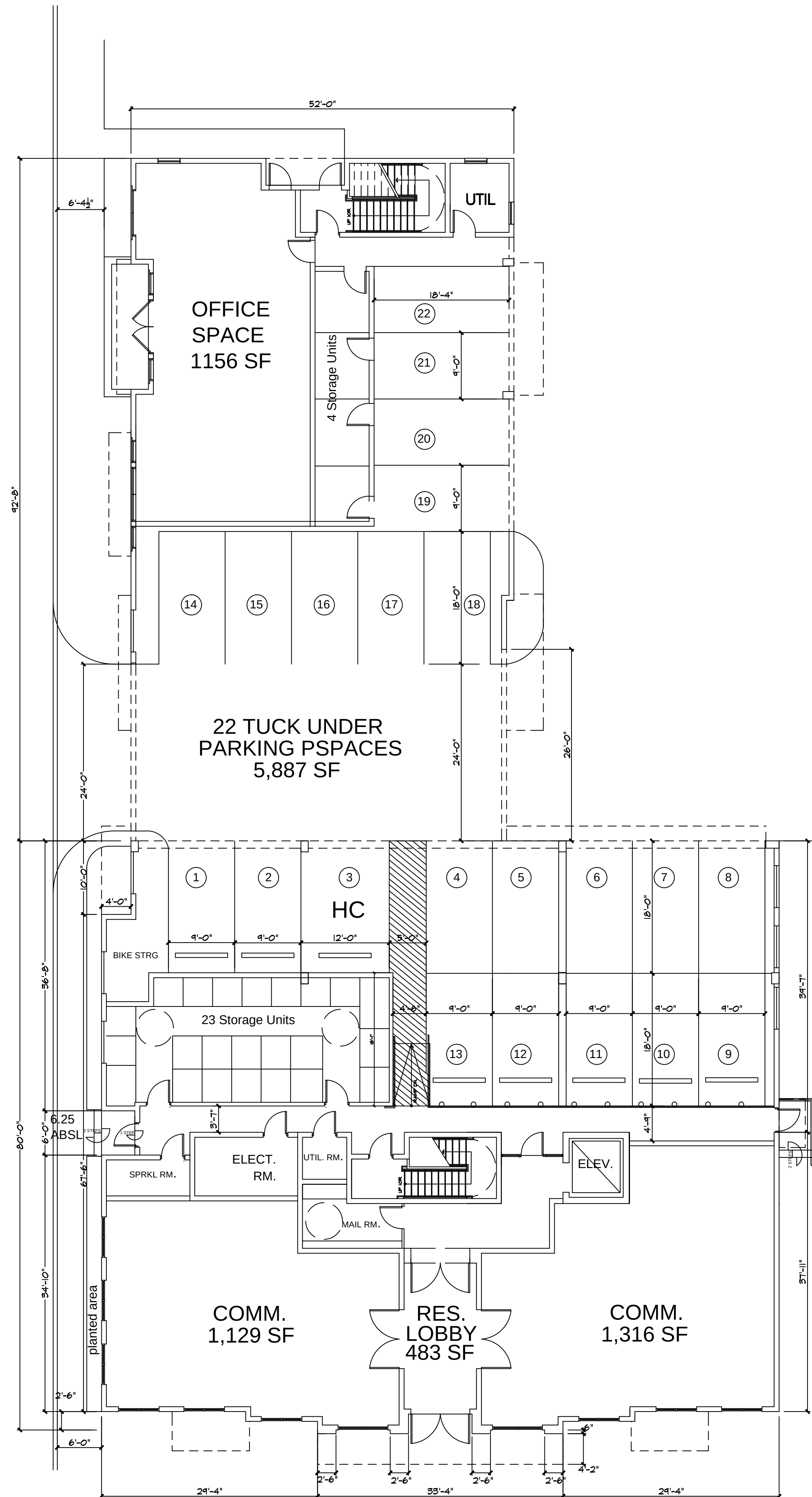
SHEET 2 OF 2

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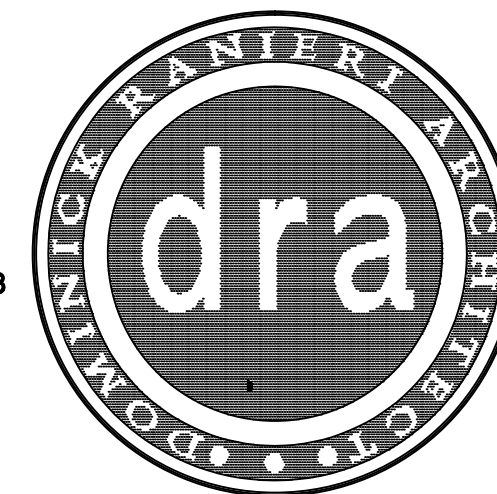
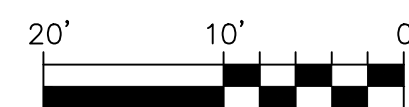
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OPTION 10 [12-15-21]



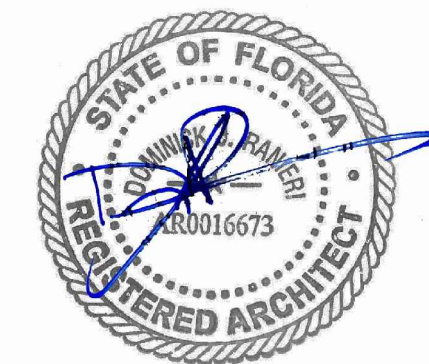
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0" 11,817 gsf

OPTION 10 [12-15-21]



DOMINICK RANIERI
ARCHITECT

301 W. ATLANTIC AVE.
SUITE 06
DELRAY BEACH, FLORIDA 33444
PHONE 518.376.6381
www.drany.com



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REVISIONS

MARK	DESCRIPTION	DATE
DRN.BY: DR	CHKD.BY: DR	

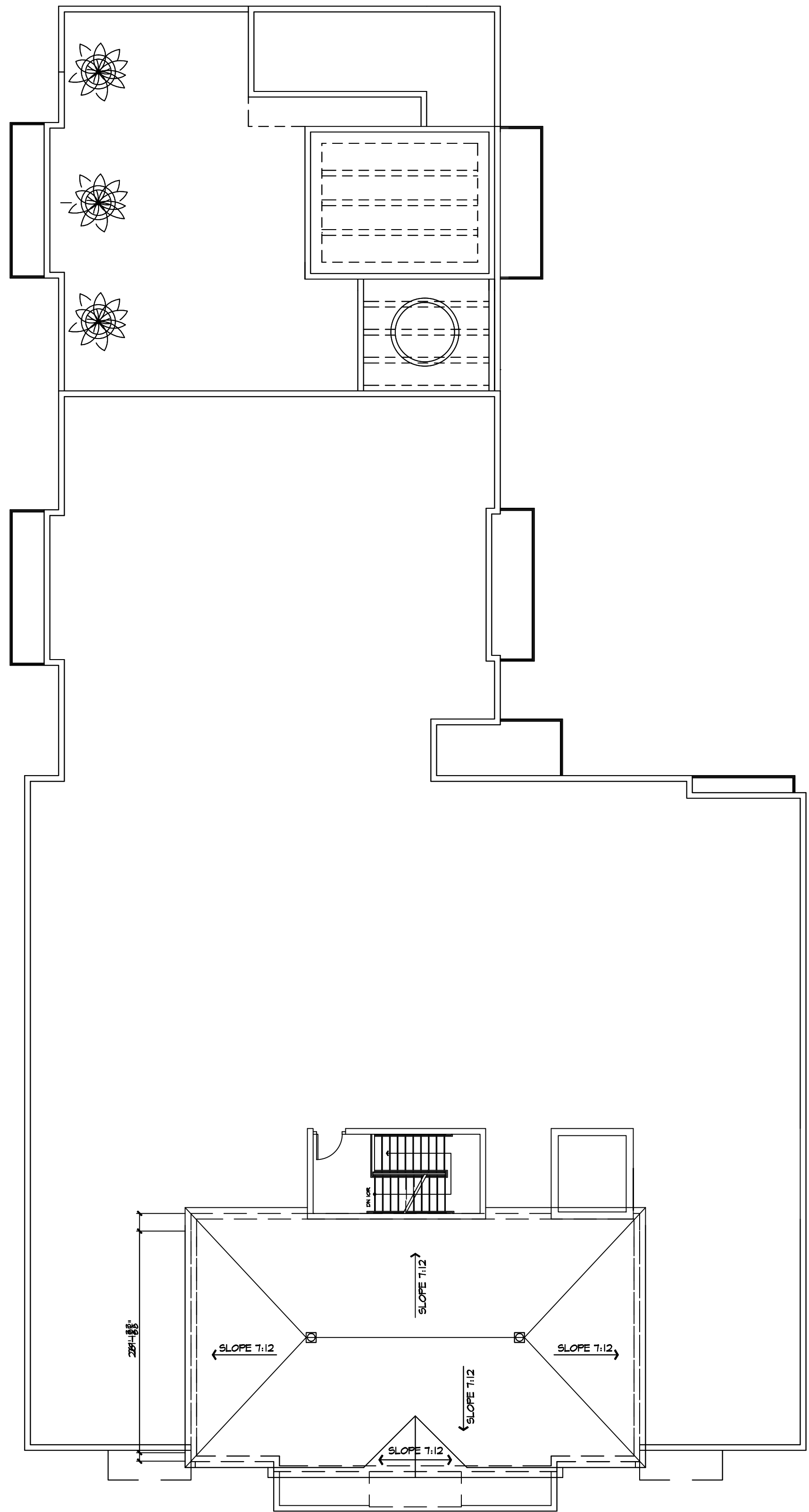
PROGRESS SET
DECEMBER 27, 2021

STUART
COURTHOUSE,
LLC.
200 CONGRESS PARK
DRIVE, SUITE 201
DELRAY BEACH, FL
33445
TELE: 516-279-8706

STUART
COURTHOUSE
ANNEX
APARTMENTS
SE OCEAN BLVD. &
DETROIT AVE.
CITY OF STUART,
FLORIDA

EAST BUILDING
FIRST - THIRD
FLOOR PLANS

A1

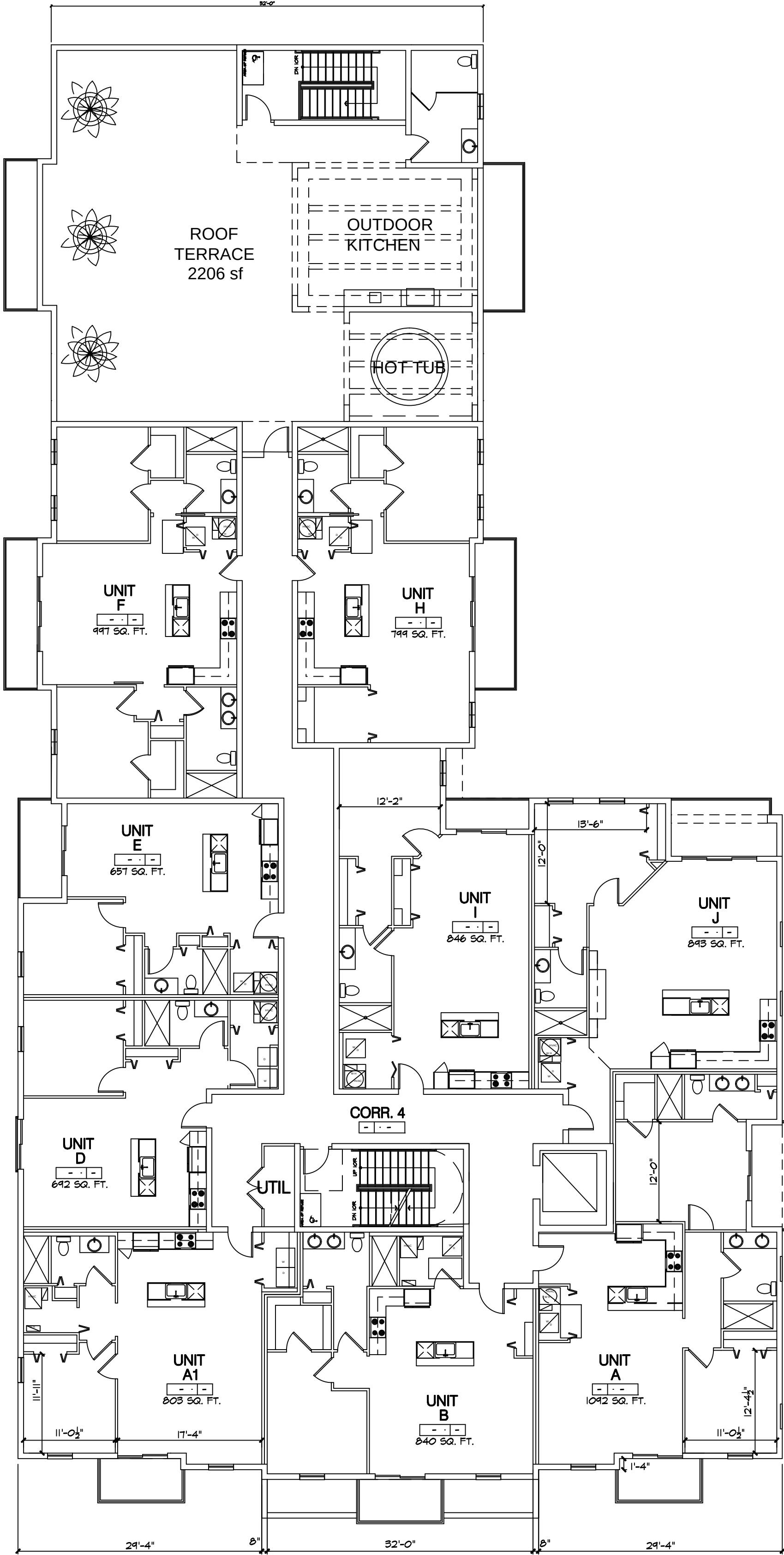
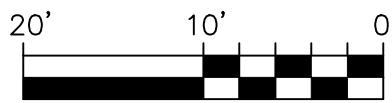


2
A 2

ROOF PLAN

SCALE : 1/8" = 1'-0"

OPTION 10 [12-15-21]



1
A 2

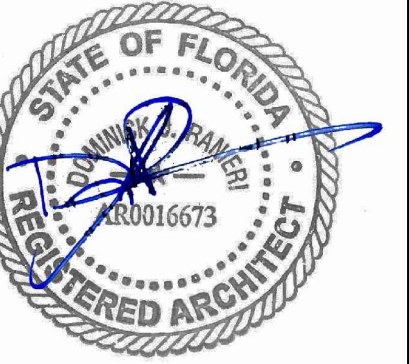
4TH FLOOR PLAN [9 UNITS]

SCALE : 1/8" = 1'-0" 9,516 gsf



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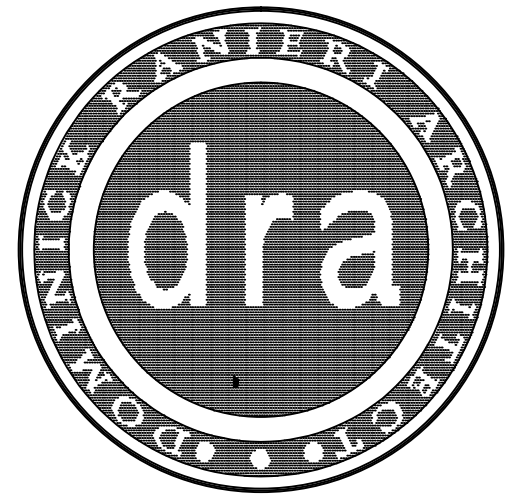
PROGRESS SET
DECEMBER 27, 2021

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CITY OF STUART,
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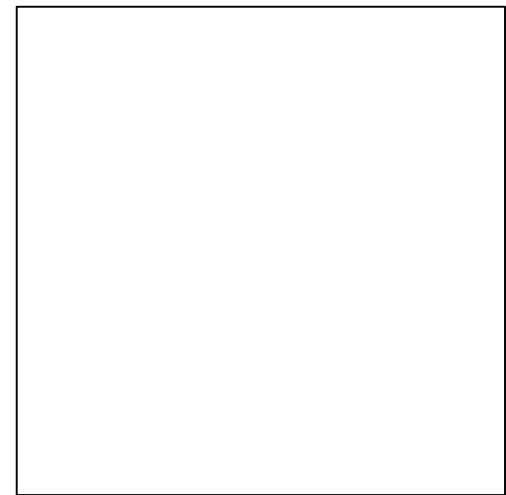
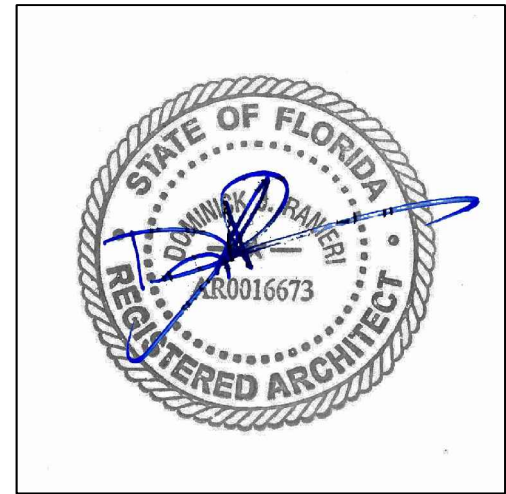
EAST BUILDING
FOURTH FLOOR
& ROOF PLAN

A2



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EAST BUILDING
FRONT & REAR
ELEVATIONS

A3

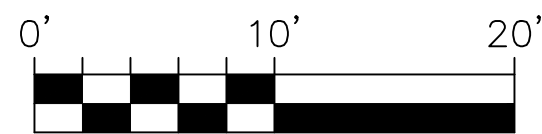
EXTERIOR BUILDING MATERIALS:

- 1 STUCCO : CREAM
- 2 LIMESTONE
- 3 CONCRETE BARREL ROOF TILES
- 4 CONCRETE BALCONY
- 5 42" ALUMINUM RAILINGS : BLACK
- 6 CANVAS AWNING
- 7 ALUMINUM SINGLE HUNG WINDOWS & SLIDING GLASS DOORS : BLACK
- 8 ALUMINUM STOREFRONT WINDOWS & DOORS : BLACK
- 9 BRONZE LIGHT FIXTURES
- 0 CONCRETE FINIAL



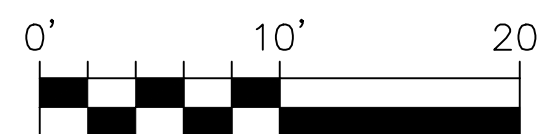
2 REAR ELEVATION
A 3 SCALE : 1/8" = 1'-0"

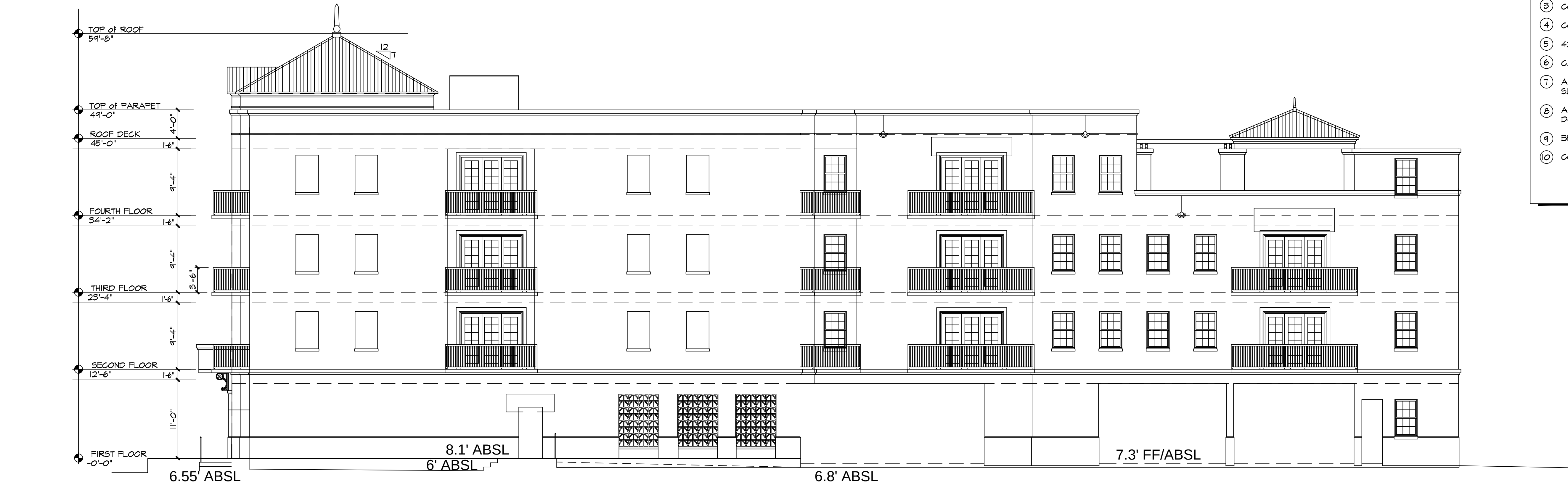
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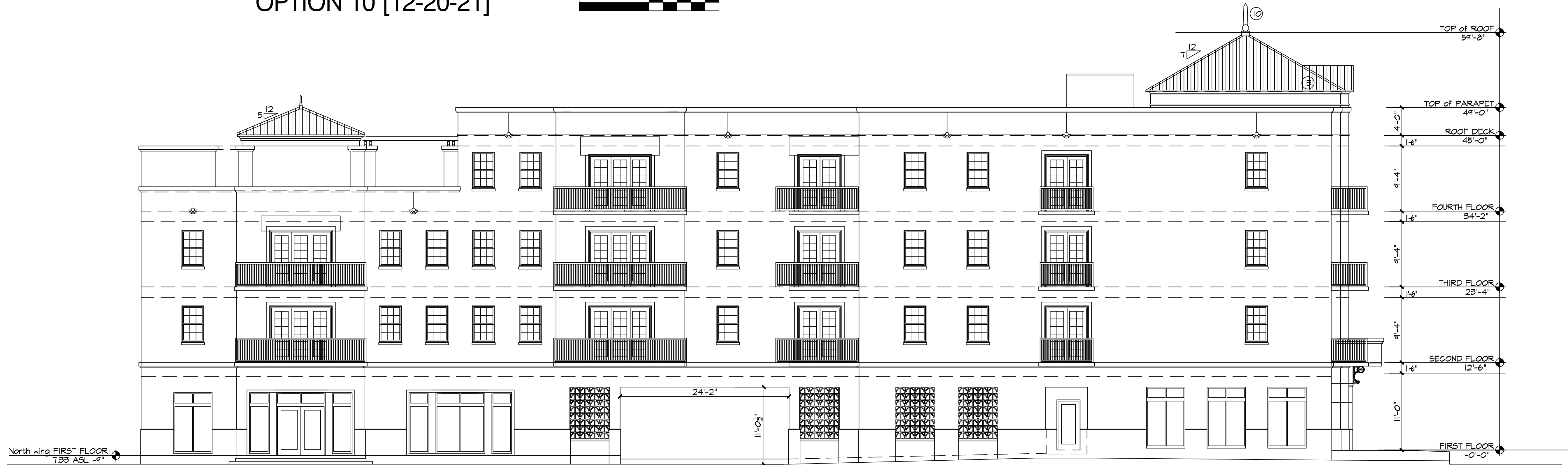
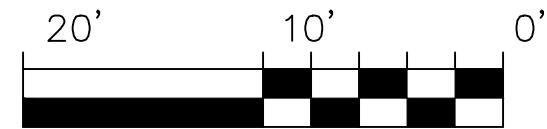
1 FRONT ELEVATION
A 3 SCALE : 1/8" = 1'-0"

OPTION 10 [12-20-21]

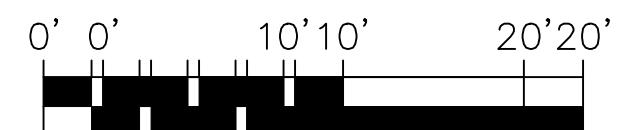




2 RIGHT SIDE ELEVATION
A 4 SCALE : 1/8" = 1'-0"
OPTION 10 [12-20-21]



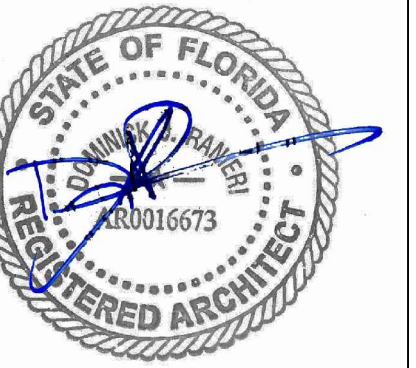
1 LEFT SIDE ELEVATION
A 4 SCALE : 1/8" = 1'-0"
OPTION 10 [12-20-21]



- EXTERIOR BUILDING MATERIALS:
- 1 STUCCO : CREAM
 - 2 LIMESTONE
 - 3 CONCRETE BARREL ROOF TILES
 - 4 CONCRETE BALCONY
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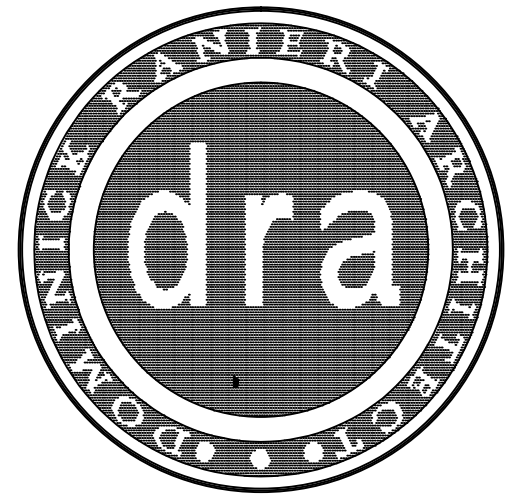
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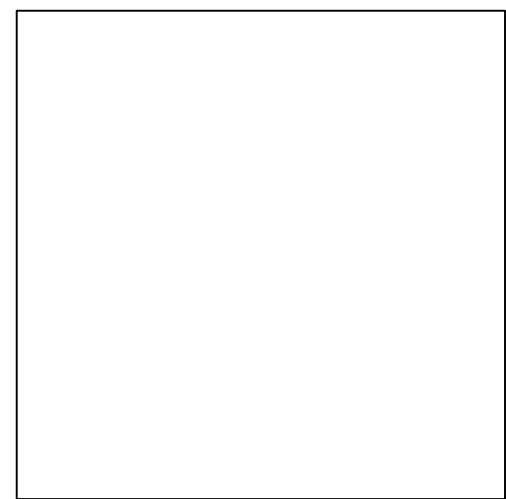
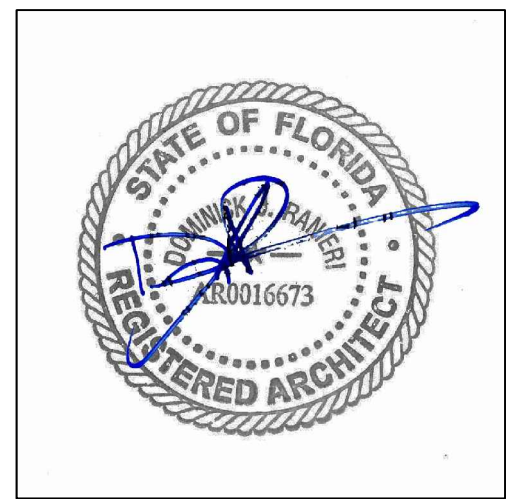
EAST BUILDING
LEFT & RIGHT
ELEVATIONS

A4



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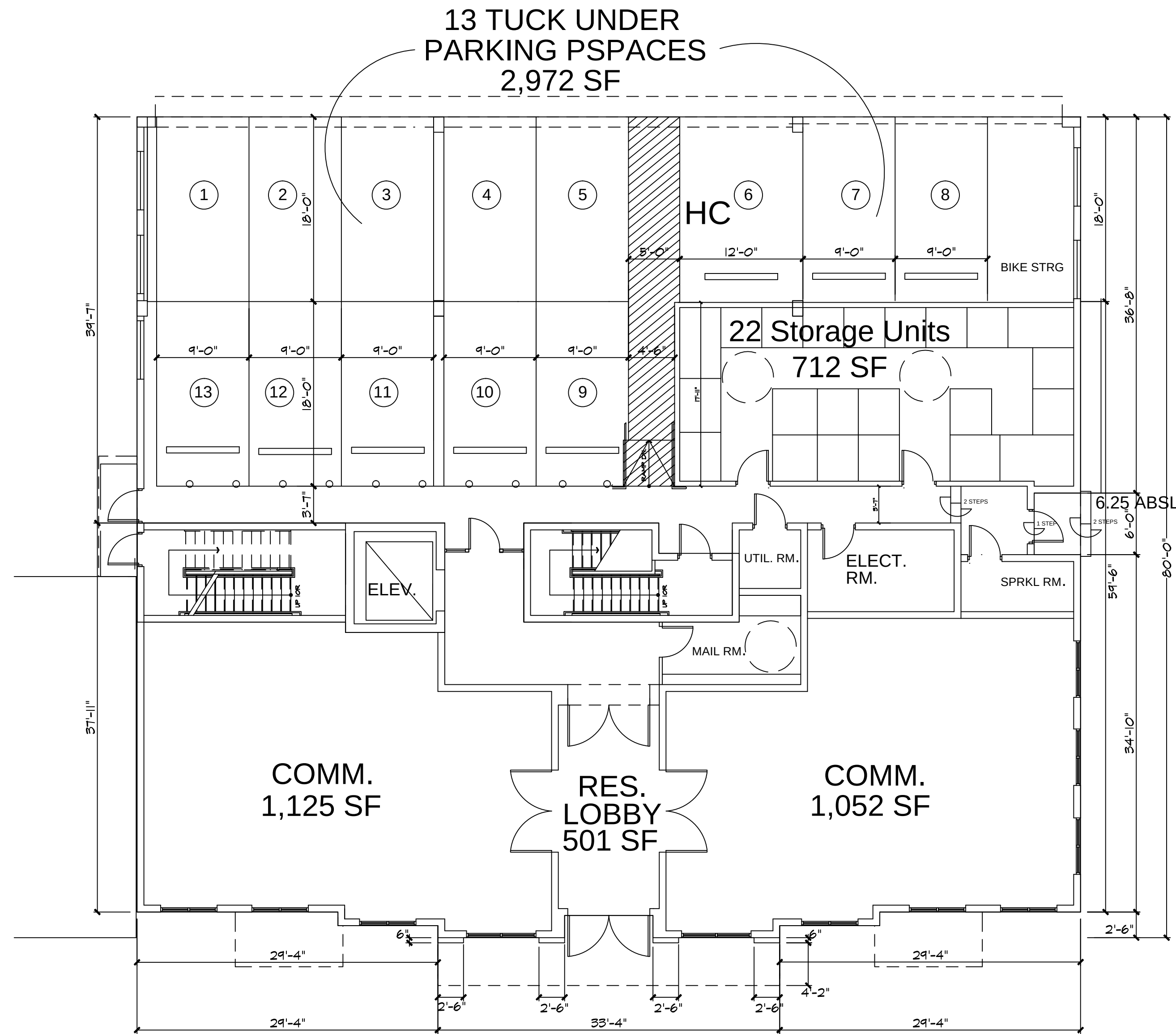
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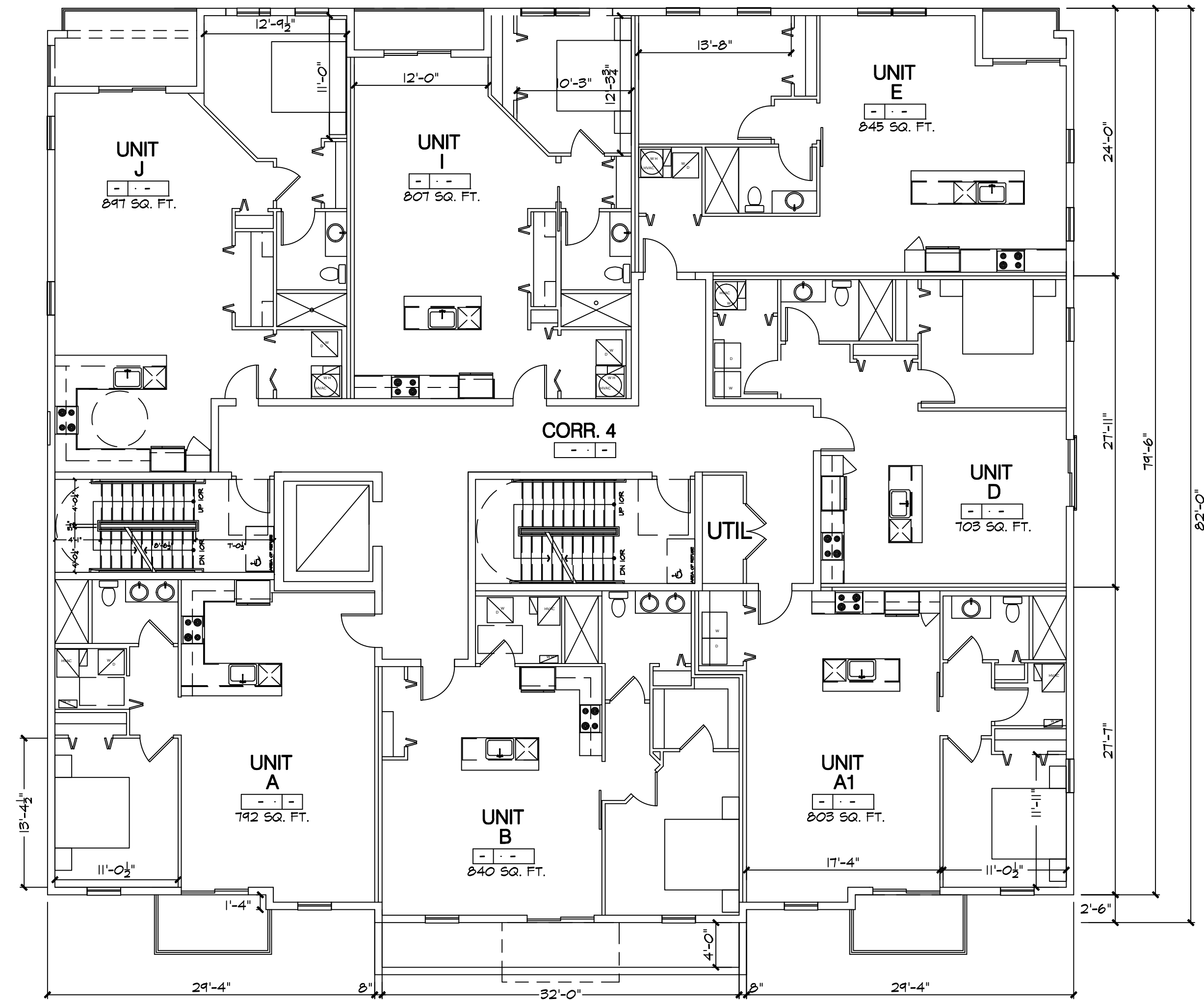
WEST BUILDING
FIRST - FOURTH
FLOOR PLANS

A1



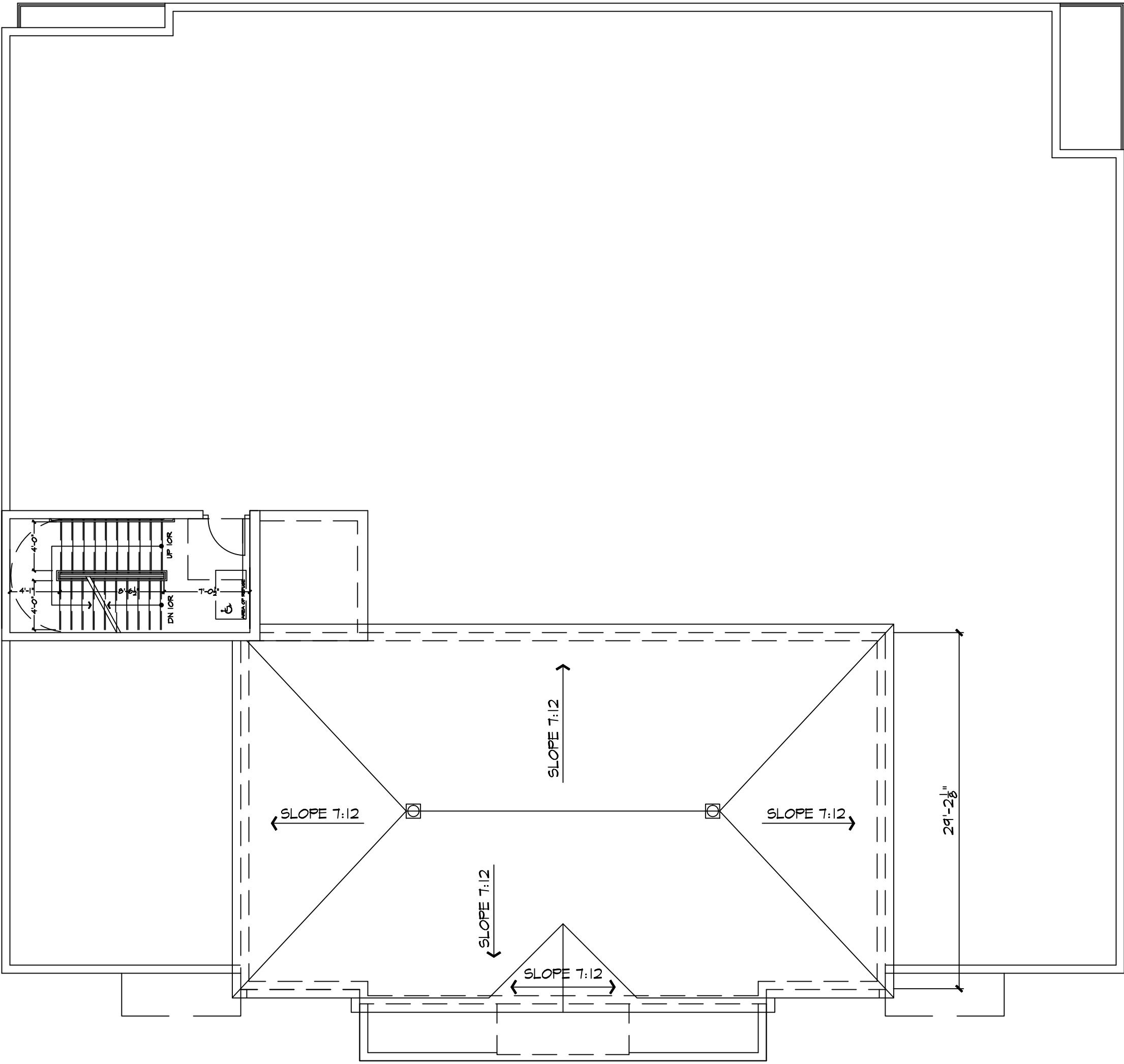
1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0" 7,190 gsf
20' 10' 0'

OPTION 10 WEST BUILDING 12-15-21



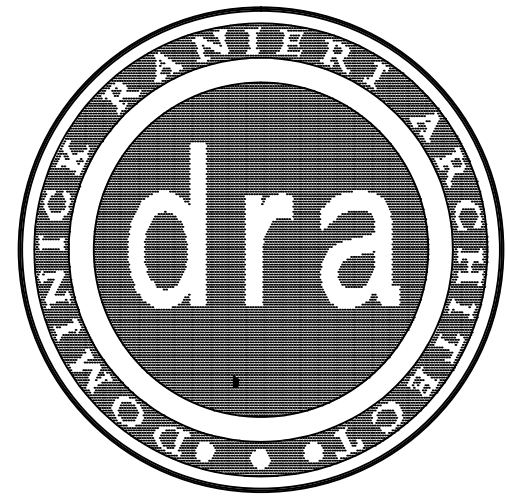
2 2ND - 4TH FLOOR PLAN [21 UNITS]
SCALE: 1/8" = 1'-0" 7,250 gsf X3= 21,750 gsf
20' 10' 0'

OPTION 10 WEST BUILDING 12-26-21



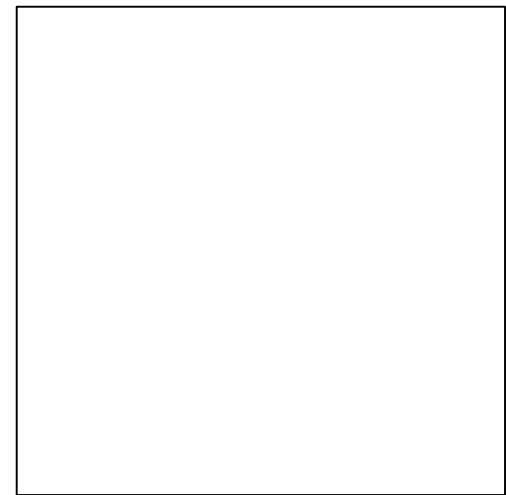
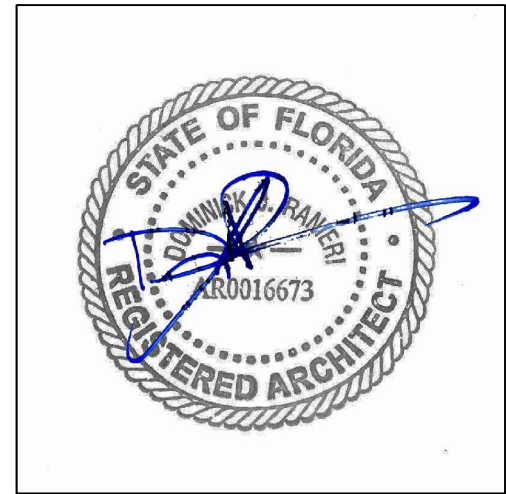
3
A 1 **ROOF PLAN**
SCALE : 1/8" = 1'-0"
20' 10' 0'

OPTION 10 WEST BUILDING 12-26-21



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**WEST BUILDING
ROOF PLAN**

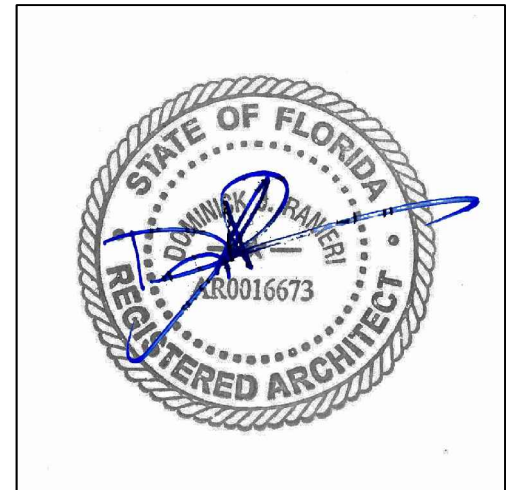
A2

EXTERIOR BUILDING MATERIALS:

- ① STUCCO : CREAM
② LIMESTONE
③ CONCRETE BARREL ROOF TILES
④ CONCRETE BALCONY
⑤ 42" ALUMINUM RAILINGS : BLACK
⑥ CANVAS AWNING
⑦ ALUMINUM SINGLE HUNG WINDOWS & SLIDING GLASS DOORS : BLACK
⑧ ALUMINUM STOREFRONT WINDOWS & DOORS : BLACK
⑨ BRONZE LIGHT FIXTURES
⑩ CONCRETE FINIAL



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WEST BUILDING
FRONT & REAR
ELEVATIONS

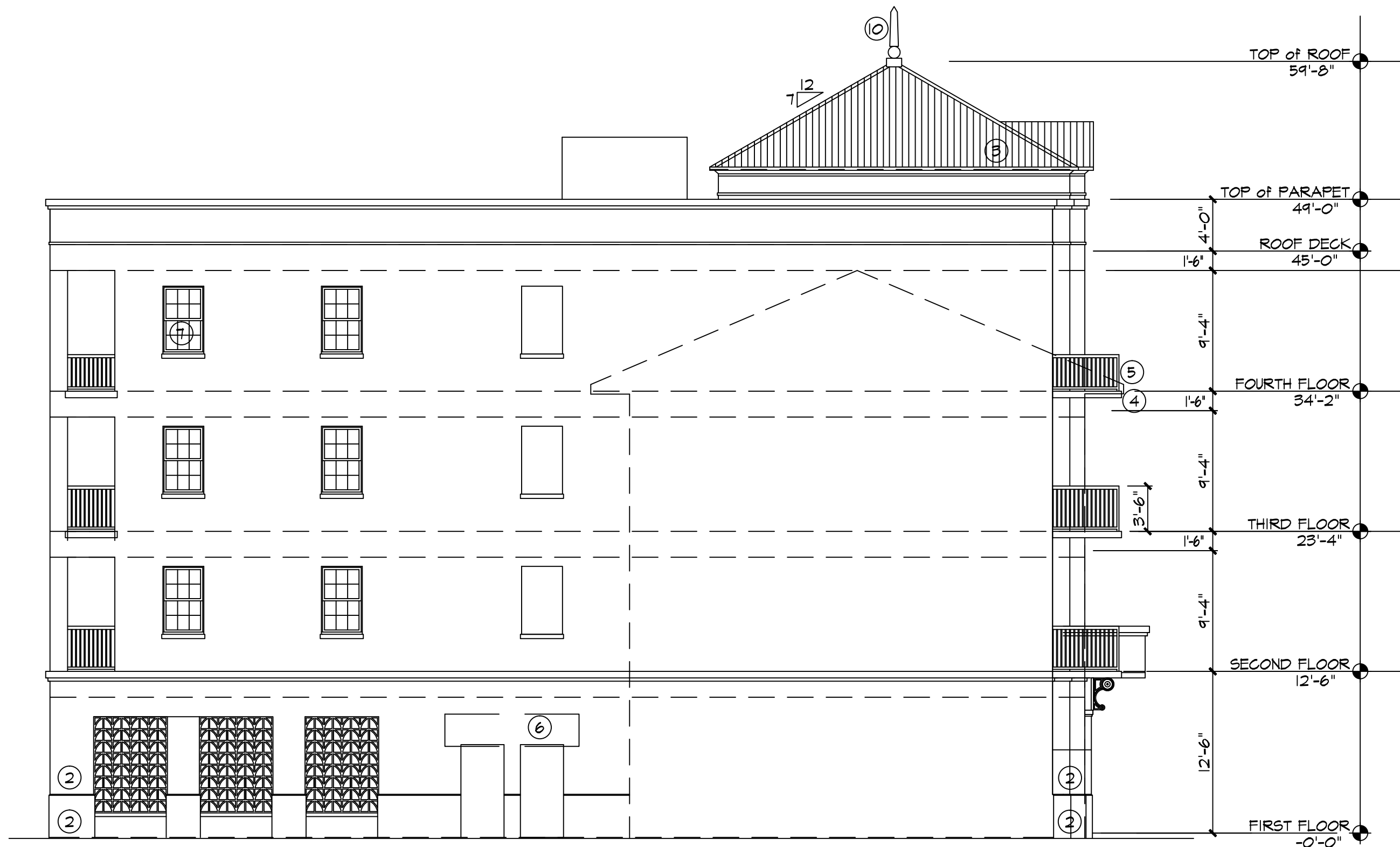
A3



2 REAR ELEVATION
A 3 SCALE : 1/8" = 1'-0"
OPTION 10 [12-26-21]



1 FRONT ELEVATION
A 3 SCALE : 1/8" = 1'-0"
OPTION 10 [12-26-21]



2 LEFT SIDE ELEVATION
A 4 SCALE : 1/8" = 1'-0"
OPTION 10 [12-26-21]

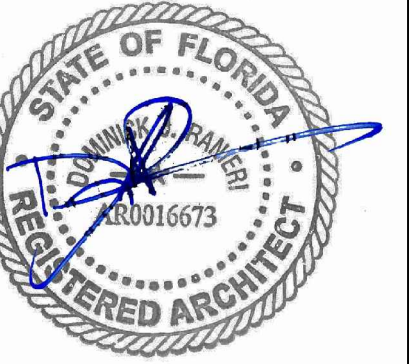


1 RIGHT SIDE ELEVATION
A 4 SCALE : 1/8" = 1'-0"
OPTION 10 [12-26-21]

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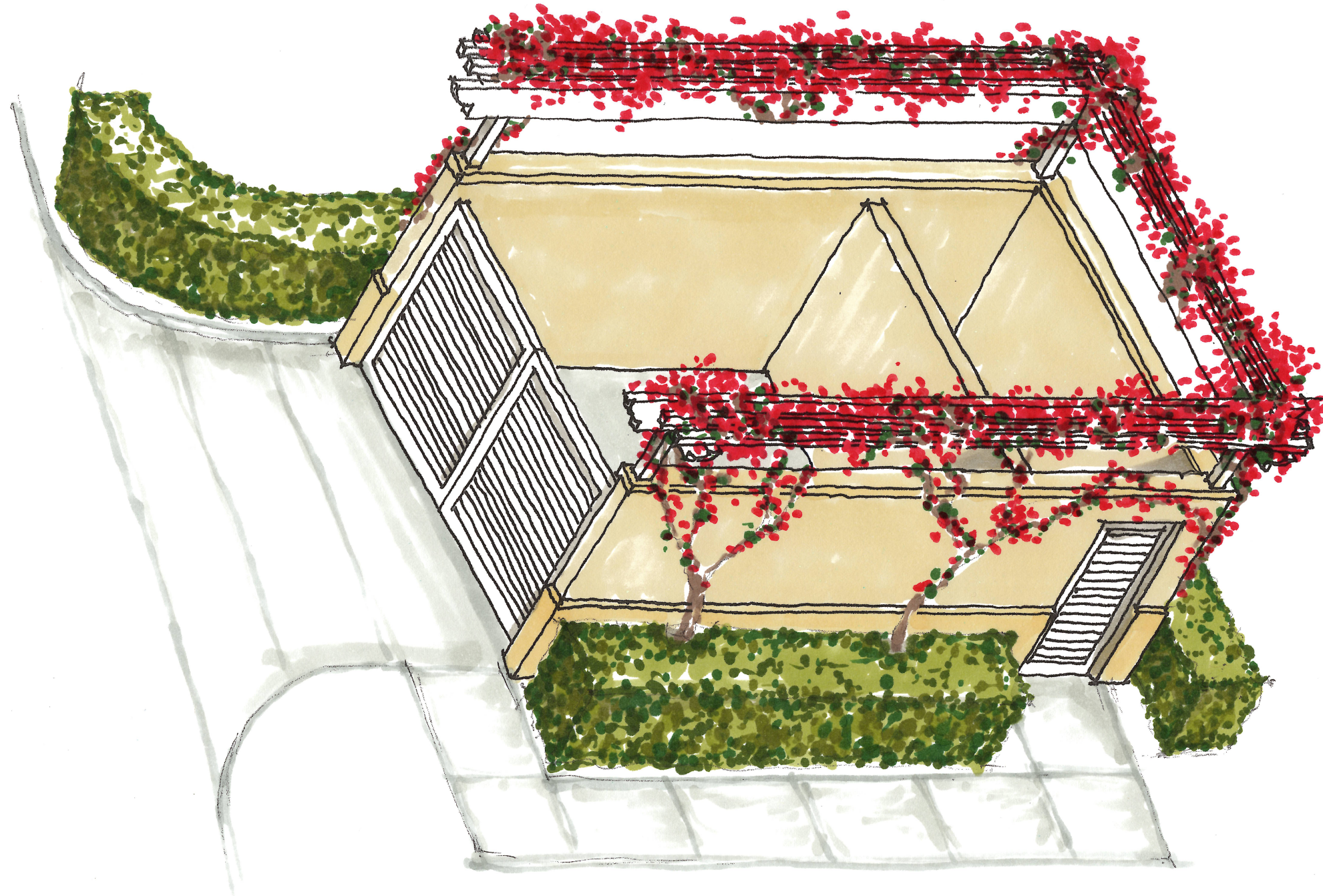
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WEST BUILDING
LEFT & RIGHT
ELEVATIONS

A4



Typical Dumpster Enclosure
Stuart Courthouse Annex (Elizabeth) UPUD

June 3rd 2020

ORDINANCE NO. 2489-2022

City Commission

June 13, 2022

Stuart Courthouse (Elizabeth) UPUD Rezoning - Site Plan Approval
151 & 191 S.E. Ocean Blvd
New Urban Communities Corporation

STAFF EXHIBIT B.1



1

Stuart Courthouse (Elizabeth) UPUD

Urban Planned Unit Development

ORDINANCE NO. 2489-2022: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN CENTER (UC) TO URBAN PLANNED UNIT DEVELOPMENT (UPUD) LOCATED AT 151 & 191 S.E. OCEAN BLVD, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE ELIZABETH UPUD CONSISTING OF FIFTY-SEVEN (57) RESIDENTIAL UNITS AND 15,521 SQUARE FEET OF OFFICE/COMMERCIAL USE IN ACCORDANCE WITH SECTION 2.07.00 OF THE STUART LAND DEVELOPMENT CODE; ALLOWING A DENSITY OF 29.7 DWELLING UNITS PER ACRE ON A 1.06 ACRE SITE; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



2

Re-Zoning to Urban Planned Unit Development

SITE

LOCATION



1.06 acres straddling SE Detroit Avenue between SE Ocean Blvd to the south and SE Osceola St to the north.

The request is to rezone the property as an Urban Planned Unit Development.



5

Re-Zoning to Urban Planned Unit Development

PROCESS

The City Commission may approve a re-zoning to an Urban Planned Unit Development.

Applications shall follow the procedures set forth in section 11.01.9 relating to Zoning map change application including planned unit development (PUD), including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, and burden of proof.

The determination of the city commission shall be to either find the application:

In Compliance, or
In Compliance subject to stated conditions, or
Not in Compliance.



6

Re-Zoning to Urban Planned Unit Development



SITE

FLU – EXISTING

Policy A7.1. I DOWNTOWN REDEVELOPMENT

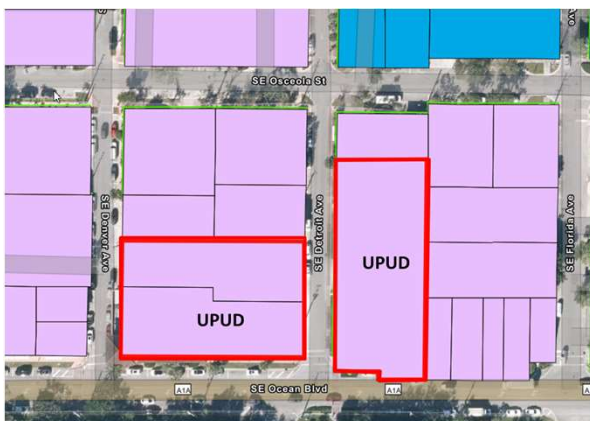
Includes the land area within the Stuart Community Redevelopment Agency. General uses permitted include low density residential, multi-family residential, office, commercial, recreation, lodging, public facilities, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.

No FLU Map Amendment is Proposed



7

Re-Zoning to Urban Planned Unit Development



SITE

ZONING

Existing Zoning: Urban Center

Proposed Zoning: Urban Planned Unit Development

A planned unit development (PUD) may depart from the strict application of use, setback, parking requirements, and other requirements of standard zoning districts.

A PUD shall be consistent with the overall planning and development goals and objectives of the city as reflected by the City of Stuart Comprehensive Plan.



8

Re-Zoning to Urban Planned Unit Development

SITE

ZONING

Existing Zoning: Urban Center

Proposed Zoning: Urban Planned Unit Development will be based on the intent of the Urban Center zoning.

Urban center ("UC"), inclusive of the "historic downtown," characterized by relatively dense, walkable, mixed-use, development pattern generally located at or near the established downtown area. The UC is the most urban in terms of density, mix of uses, pedestrian activity, historic restoration, shared parking and civic/cultural venues. In the South Point, UC is generally located in portions of the Potsdam subdivision (that triangular portion bound by Albany Avenue, West Ocean Boulevard, and SR 707/Dixie Highway), along both sides of the historic downtown core block (Osceola Street and Flagler Avenue), along portions of SE Ocean Boulevard, and along both sides of Colorado Avenue.



9

Re-Zoning to Urban Planned Unit Development

SITE

HISTORY



The proposed UPUD includes the existing Civitas building, a three-story mixed-use building located on the North Side of SE Ocean Boulevard between Denver and Detroit Avenues. The existing building has been subject to Urban Code Conditional Use and development agreements, relating to parking and use.

The previous development agreements relating to Civitas I - will be repealed should this application be approved.

The intent is to regularize the existing development by absorbing it into a new UPUD development agreement.



10

Re-Zoning to Urban Planned Unit Development

COMPREHENSIVE PLAN

1 FUTURE LAND USE ELEMENT

Objective 1.B1. - Compact urban form.

Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Objective 1.B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.



11

Re-Zoning to Urban Planned Unit Development

COMPREHENSIVE PLAN

1 FUTURE LAND USE ELEMENT

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

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

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

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



12

Re-Zoning to Urban Planned Unit Development

COMPREHENSIVE PLAN

1 FUTURE LAND USE ELEMENT

Objective 1.C3. - Urban redevelopment.

Revitalize the designated Urban Redevelopment Area (URA), including the CRA, by:

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

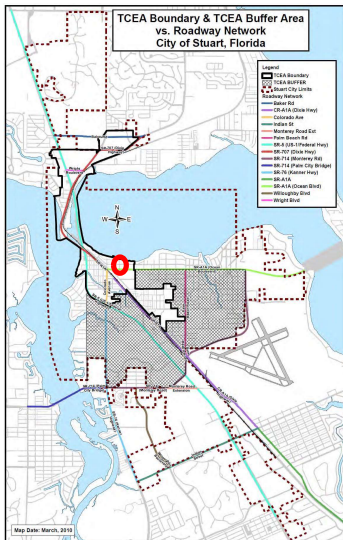


13

Re-Zoning to Urban Planned Unit Development

COMPREHENSIVE PLAN

2 TRANSPORTATION ELEMENT



Policy 2.15.1. The TCEA is a specific geographic area established in the Comprehensive Plan for urban redevelopment and infill development. The TCEA exists entirely within the designated CRA and EUSA. Transportation level of service standards shall not be applied (for concurrency purposes) to any development occurring within the TCEA as depicted on the TCEA Map in order to promote urban redevelopment and infill development.

The property is located within the City's TCEA

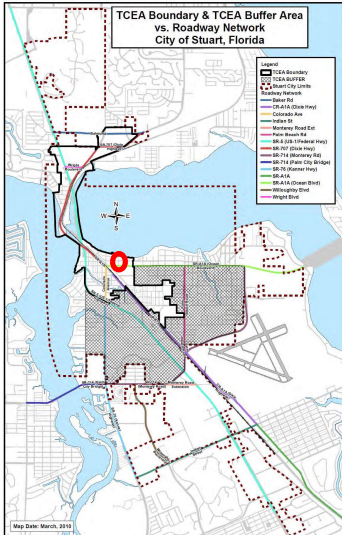


14

Re-Zoning to Urban Planned Unit Development

COMPREHENSIVE PLAN

2 TRANSPORTATION ELEMENT



Policy 2.15.3. Where appropriate, parking requirements shall be reduced citywide, including within the TCEA. The City shall promote the use of shared parking arrangements throughout its jurisdiction in order to reduce vehicular movement on roadways thereby reducing congestion and increasing the amount of land available for building or attractive landscaping when the following conditions are met:

1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and
2. The uses served thereby have different peak parking demands and operating hours; and
3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and
4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.



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Re-Zoning to Urban Planned Unit Development

LAND DEVELOPMENT CODE

URBAN PLANNED USE DEVELOPMENT (UPUD)

Urban planned unit development (UPUD) districts.

An UPUD may be located only within the defined community redevelopment area of the city.

Density and Parking may be adjusted in accordance with Table 1.2.07.A (below) only in accordance with the Comprehensive Plan Policy 1.A7.2

Maximum Unit Size	Maximum Bedrooms	Unit Density	Parking Space per Unit
900 sq.ft	1	0.5	1.25
1,100 sq.ft	2	0.75	1.4
No Maximum	No Maximum	1	1.5



16

Re-Zoning to Urban Planned Unit Development

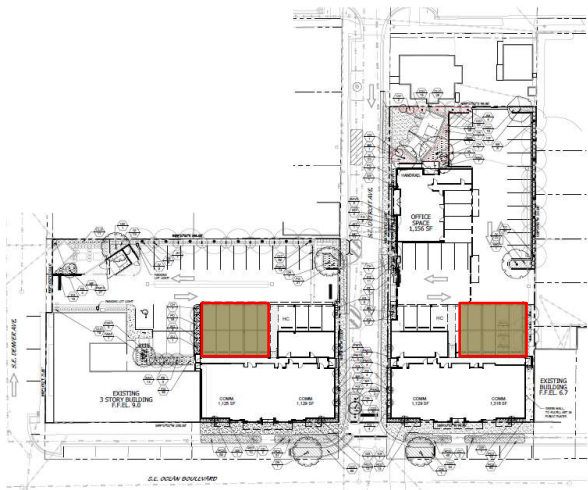
REQUESTED VARIANCES

Density of 29.7 Units per Acre – Utilizing the provisions of the Comprehensive Plan and LDC
Landscape Buffer less than 5 feet
Vehicle overhang into Landscape – less than 2 feet
Parking within Building Envelope
Parking reduction by shared parking calculation
Use of more than 2 'Stacked' parking spaces



17

Re-Zoning to Urban Planned Unit Development



DATA

SITE PLAN

The proposed development includes the existing Civitas I building and uses. The Data for the existing and the proposed uses are combined to regularize the development into a single PUD.

The existing building comprises 5 residential units and 9,666 sq.ft. of commercial floor space.

The proposed buildings comprise 52 residential units and 5,855 sq.ft. of commercial floor space.

Total

Residential units: **57**

Commercial floorspace: **15,521 sq.ft.**



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Re-Zoning to Urban Planned Unit Development

DATA

ARCHITECTURAL



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Re-Zoning to Urban Planned Unit Development

DATA

DENSITY CALCULATION

The density of the development based on Comprehensive Plan policy and Land Development Code Urban Planned Unit allowances, may be calculated such:

UNIT SIZE	DENSITY RATIO	UNITS	TOTAL FOR DENSITY
<900 sq.ft.	0.5	46	23
<1,100 sq.ft.	0.75	10	7.5
>1,100 sq.ft.	1	1	1
		57	31.5
DENSITY (1.06 Acres) Units/Acre			29.7



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Re-Zoning to Urban Planned Unit Development

DATA

BASELINE PARKING

The baseline parking for the proposed development (outside of unit size and shared parking arrangements) may be calculated such:

USE	UNITS OR SQ.FT.	RATIO	SPACES
COMMERCIAL	15,521	1/300	52
RESIDENTIAL	57	1.5/unit	86
TOTAL			138



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Re-Zoning to Urban Planned Unit Development

DATA

ADJUSTED PARKING

Adjusted parking for the proposed development (using unit size) may be calculated such:

USE	UNITS OR SQ.FT.	RATIO	SPACES
COMMERCIAL	15,521	1/300	52
RESIDENTIAL <900 sq.ft.	46	1.25	58
RESIDENTIAL <1100 sq.ft.	10	1.4	14
RESIDENTIAL >1100 sq.ft.	1	1.5	2
TOTAL			126



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Re-Zoning to Urban Planned Unit Development

DATA

APPLICANT SHARED PARKING

The applicant proposes a shared parking calculation to address the proposed parking demand - providing 88 spaces (including 17 on-street) see below:

Total Parking Provided	
Parking Location	Spaces
Proposed Multifamily w/ Single Garage Spaces	13
Proposed Multifamily w/ Tandem Garage Spaces	20
Handicap Spaces	3
Shared Surface Lot	35
Shared On-Street Parking	17
Total	88



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Re-Zoning to Urban Planned Unit Development

DATA

STAFF SHARED PARKING ANALYSIS

Staff carried out a shared parking calculation based on the maximum demand based on the combined unit/floorspace as defined below the maximum parking would be 86 spaces at weekday peak hours.

	Total Spaces	Weekday	Weekday	Weekday	Weekend	Weekend	Night
		9 a.m. to 4 p.m.	4 p.m. to 8 p.m.	8 p.m. to 12 a.m.	9 a.m. to 4 p.m.	4 p.m. to 12 a.m.	12 a.m. to 9 a.m.
	Occupancy	45%	75%	95%	75%	100%	100%
Residential	74	34	56	71	56	74	74
	Occupancy	100%	40%	10%	10%	5%	5%
Commercial	52	52	21	6	6	3	3
	Total Occupancy	86	77	77	62	77	77



24

Staff Recommendation

Staff confirm that the proposal is in compliance with the City's Comprehensive Plan and sufficiently addresses the requests for departure from various sections of the Urban District Design Code.

Staff's recommendation is for City Commission to motion approval of the request, the application being considered to be in compliance subject to conditions of development,





City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

Received by: TR
Reviewed by: _____
Approved by: _____

(772) 288-5326

RECEIVED

Application to Rezone Real Property
(including Planned Unit Developments)

Project ID# 720000003
(Staff Entry)

DEVELOPMENT
Received By: [Signature]

Pre-App Conference Date: 07/03/19		Application Date: 02/10/2020	
Project Name: Courthouse Annex			
Parcel ID# See Attached Project Description		Project Address: See Attached Project Description	
Current Zoning: UC - Urban Center		Current Land Use: Downtown Redevelopment	
Proposed Zoning: UPUD - Urban Planned Unit Development		Proposed Land Use: Downtown Redevelopment	
Present Use: Vacant		Site Area/Acreage: 1.17 acres	
Fees (check box): This does not include fees that may be charged as a result of application review by the City's consultants			
Rezoning to CPUD	\$3,584.00	☐	Site space must be greater than 20,000 sq. ft.
Rezoning to RPUD	\$3,584.00	☐	Site area must be greater than .5 acre
Rezoning to MPUD UPUD	\$3,584.00	☒	Site area must be greater than .5 acre
Rezoning to Industrial IPUD	\$3,584.00	☐	Site area must be greater than 1 acre
Rezoning to Public Service PSPUD	\$3,584.00	☐	Site area must be greater than 2.5 acres
Non-PUD District Rezoning	\$1,433.00	☐	
Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) The data requirements for a site plan and a concept plan are available at the Development Department.			
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. The Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.			
Written justification supporting the application and demonstrating how the application:			
(a) is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and			
(b) complies with the relevant development standards of the City of Stuart Land Development Code (include additional pages if needed).			
(over)			

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Tim Hernandez

Title: Principal

Company: New Urban Communities

Company Address:
200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445

Telephone Number: (561) 279-8706

Facsimile Number: (561) 272-3951

Email Address (optional):
thernandez@newurbancommunities.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Andrew VanValin

Title: Planning Manager

Company: New Urban Communities

Company Address:
200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445

Telephone Number: (561) 279-8706

Facsimile Number: (561) 272-3951

Email Address (optional):
avanvalin@newurbancommunities.com

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

Name: Tim Hernandez

Title: Principal

Company: New Urban Communities

Company Address:
200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445

Telephone Number: (561) 279-8706

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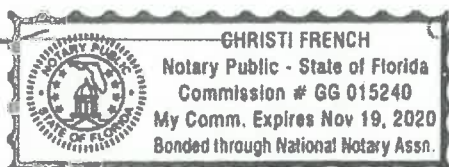
I hereby certify that all information contained herein is true and correct.

4. Signed this 10th day of February, 2020

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 10th day of February by Timothy Hernandez who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Christi French
Notary Signature



Commission Expires: November 19, 2020

General Information

(Please Print or Type)

1. Property Owner Lessee, Contract Purchaser, or Applicant (circle one):

Name: <u>Glenn Webber</u>
Title: <u>President HOA</u>
Company: <u>Civitas</u>
Company Address: 101 SE Ocean Blvd, Suite 203

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772-287-5600
Facsimile Number: 772-781-7561
Email Address (optional): glenn@webberfl.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Andrew VanValin
Title: Planning Manager
Company: New Urban Communities
Company Address: 200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445
Telephone Number: (561) 279-8706
Facsimile Number: (561) 272-3951
Email Address (optional): avanvalin@newurbancommunities.com

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

Name: <u>Tim Hernandez</u>
Title: Principal
Company: New Urban Communities
Company Address: 200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445
Telephone Number: (561) 279-8706
Facsimile Number: (561) 272-3951
Email Address (optional): themandez@newurbancommunities.com

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

4. Signed this 23 day of January, 2020

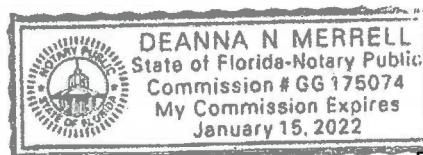
Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 23 day of

January by Glenn Webber who is personally known to me, or who has produced
Personally Known as identification and who did/did not take an oath.

Notary Signature

Commission Expires:



General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Mark Brechbill
Title: <u>Need New</u>
Company: <u>MARKER</u>
Company Address: <u>CONTRACT HOUSE</u> <u>CONTRACT HOUSE AND ASSOCIATES, LLC</u> 215 SW Federal Hwy #200

City/State/Zip Code: Stuart, FL 34994
Telephone Number: 772-220-3380 <u>(772) 631-4800</u>
Facsimile Number:
Email Address (optional): mbrechbill@markbrechbill.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Andrew VanValin
Title: Planning Manager
Company: New Urban Communities
Company Address: 200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445
Telephone Number: (561) 279-8706
Facsimile Number: (561) 272-3951
Email Address (optional): avanvalin@newurbancommunities.com

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

Name: Tim Hernandez
Title: Principal
Company: New Urban Communities
Company Address: 200 Congress Park Drive, Suite 201

City/State/Zip Code: Delray Beach, FL 33445
Telephone Number: (561) 279-8706
Facsimile Number: (561) 272-3951
Email Address (optional): thernandez@newurbancommunities.com

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

4. Signed this 11th day of FEBRUARY, 2020

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 11th day of

February 2020 by Mark E. Brechbill who is personally known to me, or who has produced

FLDL: 8621-545-55341-0 as identification and who did/did not take an oath.

[Signature]
Notary Signature

Commission Expires



This Instrument was prepared by

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331
File No. 9172-30

new Date

AGREEMENT

This AGREEMENT (the "Agreement"), effective this 30th day of January, 2020, is executed and entered into by **NEW URBAN COMMUNITIES, LLC**, a Florida limited liability company, whose address is: 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445 ("New Urban") and **CIVITAS PLACE CONDOMINIUM ASSOCIATION, INC.**, a Florida non-for-profit corporation, whose address is: 101 E. Ocean Blvd., Suite 203, Stuart, FL 34994 (the "Civitas Association") [New Urban and Civitas are sometimes referred to as the "Parties"].

WHEREAS, **New Urban** is a contract vendee to purchase the real property more fully described on Exhibit "A" attached hereto and made a part hereof (hereinafter, the "New Urban Property"); and

WHEREAS, **New Urban** intends to redevelop and make significant improvements to the New Urban Property and will be seeking site plan and other developmental approvals (the "development applications") from the City of Stuart and/or Martin County; and

WHEREAS, **Civitas Association** is a condominium association and the owner of the real property described on Exhibit "B" attached hereto and made a part hereof (hereinafter, "Civitas Property") [the New Urban Property and Civitas Property are sometimes collectively referred to as the "Properties"]; and

WHEREAS, the President and Board of Directors of the Civitas Association have reviewed New Urban's development applications and are aware of and support the intended redevelopment of the New Urban Property; and

WHEREAS, the development of the Civitas Property was subject to the terms and conditions in City of Stuart Resolution No. 85-02 which was recorded in Official Records Book 1684, at Page 2850, of the public records of Martin County, Florida, and which governs the development of Civitas Phase I improvements (the "Development Agreement"); and

WHEREAS, the Civitas Phase I Development Agreement requires, among other things, that the number of required parking spaces called for under the Development

Agreement be lawfully permitted, constructed, and approved on the Civitas Phase I parcel; and

WHEREAS, to-date, the required parking spaces called for under the Civitas Phase I Development Agreement have not been permitted, constructed, and approved by the City of Stuart; and

WHEREAS, certain improvements relating to Civitas Phase I on the Civitas Property are located on and within and encroach upon the New Urban Property and are not located within an existing easement; and

WHEREAS, as part of New Urban's redevelopment of the New Urban Property, New Urban is willing to grant certain easements to the Civitas Association to allow some of the existing encroachments to remain on the New Urban Property, provided the Civitas Association supports New Urban's development applications and certain improvements are eliminated or relocated; and

WHEREAS, New Urban is also willing to grant the Civitas Association the exclusive use of six designated parking spaces during certain hours and the non-exclusive, shared use of twenty four vehicular parking spaces and two motorcycle parking spaces in the parking areas to be constructed on the New Urban Property, provided the Civitas Association supports New Urban's development applications and further provided New Urban and the Civitas Association enter into a mutually agreeable agreement regarding the shared use and maintenance cost of the parking areas; and

WHEREAS, New Urban and Civitas are entering into this Agreement to evidence their mutual intent and promises relating to the matters described in the above recitals; and

WHEREAS, New Urban might elect to acquire and hold title in the name of new entity or multiple entities in which event the obligations of "New Urban" under this Agreement shall automatically be assumed by and binding upon the new entity(ies), and any documents to be executed pursuant to this Agreement shall be executed in the name of the new entity(ies).

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, New Urban and Civitas agree to be bound by the following terms and conditions.

ARTICLE I – INCORPORATION OF RECITALS

1.1 **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE II – NEW URBAN’S COVENANTS

2.1 **Granting of Easements.** New Urban will grant certain easements in favor of the Civitas Association, and its successors in interest, to allow the existing Civitas encroachments to remain on the New Urban Property. The form of the Easement Agreement shall be substantially similar to the form attached to this Agreement as Exhibit “C”. Specifically, New Urban will grant easements allowing Civitas to leave its grease trap, electrical transformer, backflow preventer, trash dumpster and a portion of a roof overhang in place. New Urban will be responsible to have its surveyor stake the exact location of the easements and prepare a sketch of a legal descriptions to be attached to the Easement Agreement. The Easement Agreement will be executed and recorded in the public records of Martin County, Florida, following New Urban’s receipt of approval of its site plan and closing on its purchase of the New Urban Property.

2.2 **PARKING SPACES.** New Urban agrees to allow the Civitas Association, and its successors in interest, the exclusive use, from 8:00 am – 5:00 pm (Monday - Friday), of six designated parking spaces in the parking area to be located on the New Urban Property. Outside of those hours, the spaces will be shared with New Urban. New Urban also agrees to allow the Civitas Association, and its successors in interest, to share in the use of twenty four vehicular parking spaces and two motorcycle parking spaces in the parking area to be located on the New Urban Property. The exclusive and shared use of the parking spaces shall be subject to the use and maintenance restrictions in a mutually agreement Shared Parking Agreement. The form of the Shared Parking Agreement shall be substantially similar to the form attached to this Agreement as Exhibit “D”. New Urban shall be solely responsible for the location, design, permitting, and construction of the parking area, subject however to the foregoing being approved by the City of Stuart during the site planning process. New Urban shall complete construction of the parking lot before obtaining a certificate of occupancy on either of the buildings to be constructed on the New Urban Properties. New Urban shall initially be responsible for maintenance and repairs to the parking area until it turns over maintenance responsibilities to an association to be established for the development of portions of the New Urban Property (the “POA”), at which time the POA will become responsible, together with the Civitas Associations and its successors in interest, for the shared costs of maintenance and repairs of the parking area as described in the Shared Parking Agreement.

ARTICLE III – CIVITAS’ COVENANTS

3.1 **Support for Development Applications.** The President, other officers, and directors of the Civitas Association agree to support the proposed redevelopment on the New Urban Property. The Civitas Association, acting through its President without the need for further approvals from the Civitas Association, will join in all applications New Urban is required to file with any governmental agencies. Further, the representatives of the Civitas Association, including its current and future officers and directors, shall not disparage New Urban’s redevelopment of the New Urban Property and will speak in favor of New Urban’s redevelopment at any public hearings held to approve the development of the New Urban Property or in any formal or informal communications regarding or in any way connected with the development of the New Urban Property. Civitas may withdraw its support of New Urban’s development obligations if New Urban fails to comply with its obligations under Article II in good faith and in a timely manner.

3.2 **Removal of Roof Overhang.** Within ninety (90) days after the date of New Urban’s closing on the purchase of the New Urban Property, the Civitas Association shall remove that portion of the roof overhang shown on Exhibit “E” to this Agreement which encroaches into the New Urban Property. New Urban (together with Courthouse Commons, LLC, and Courthouse Annex, LLC) has agreed to pay all costs and expenses in connection with the removal of the roof overhang encroachment, including (without limitation): plans and drawings, permits, labor, materials, construction, and inspections; provided however, Civitas may, at its own expense, have the roof modification plans reviewed by its own engineer for confirmation that the proposed modification will not affect the structural integrity and life expectancy of the roof. The design professionals, contractors, and suppliers will be engaged directly by the Civitas Association, but the Civitas Association agrees to act in good faith and cooperate with New Urban in connection with the design, permitting, scheduling, and re-construction of the roof. New Urban has agreed to pay up to \$5,000 for the design of the roof modifications. New Urban will provide Civitas with copies of the architectural plans for the roof modification and a report from a Florida licensed engineer confirming that the roof modification can be completed without negatively affecting the structural integrity or life expectancy of the roof. Prior to entering into a construction contract for the roof modifications, the roofing contractor shall confirm in writing that it has reviewed the plans and that it is willing to complete the work and provide a warranty to Civitas. Following the design and bidding of the roof modification, New Urban agrees to promptly pay all invoices submitted in accordance with the bid documents for construction of the roof modifications and will provide Civitas all roof-related documents after the City of Stuart approves re-construction of the roof.

3.3 **Relocation of Certain Encroachments.** Within thirty (30) days after the date of this Agreement, the Civitas Association shall have its architect, engineer, or other

professionals meet with New Urban's designated representatives to discuss the relocation and re-routing of the following encroachments on the New Urban Property: the electrical lines from transformers to Civitas building, the water and fire lines going from Civitas' DDCV to the Civitas building, and the main roof outfall for the Civitas building. The aforementioned encroachments shall be relocated by Civitas to locations on the New Urban Property which will not materially interfere with New Urban's intended redevelopment of the New Urban Property. Upon a mutual agreement regarding the new locations for the encroachments, New Urban will use good faith efforts to have the current property owner(s) grant easements for the relocated encroachments. Upon the easements being granted and recorded in the public records, Civitas shall relocate the roof outfall to the new easement area, or to a location on the Civitas Property, not more than one hundred eighty days after the date of this Agreement. The Civitas Association shall be solely responsible for all costs and expenses in connection with the removal and relocation of the roof outfall, including (without limitation): plans and drawings, permits, labor, materials, and inspections. New Urban shall be solely responsible for all costs and expenses in connection with the removal and relocation of the water lines, transformer, and electrical lines, including (without limitation): plans and drawings, permits, labor, materials, and inspections.

ARTICLE IV - CONDITIONS TO COVENANTS AND OBLIGATIONS

4.1 **Conditions to New Urban's Obligations.** New Urban's covenants and obligations under Article II are conditioned upon the Civitas Associations performing its obligations hereunder in good faith and in a timely manner, (b) New Urban obtaining all necessary development approvals, including (without limitation), site plan approval, for the redevelopment of the New Urban Property, and (c) New Urban closing on the purchase of the New Urban Property. If New Urban does not obtain all necessary development approvals for any reason, this Agreement shall automatically be terminated and of no further force or effect, and New Urban shall not have any further obligations under this Agreement.

4.2 **Conditions to Civitas's Obligations.** Civitas's covenants and obligations under Article III are conditioned upon New Urban performing its obligations hereunder in good faith and in a timely manner.

4.3 **Denial of Development Applications.** Upon denial of any of New Urban's applications for development approvals, including (without limitation) site plan approval, and expiration any applicable appeal period without an appeal pending, the Parties' respective obligations under this Agreement shall immediately cease and this Agreement shall automatically be deemed terminated and of no further force or effect. It shall be in New Urban's sole discretion to determine whether to appeal, or continue to appeal, the denial of any application for development approvals.

ARTICLE V - MISCELLANEOUS PROVISIONS

5.1 **Binding Obligations.** The covenants, promises, rights, privileges, and obligations contained in this Agreement are not personal but instead are perpetual and shall run with the land and be binding upon and inure to the benefit of the owners of the Parcels from time-to-time, and their respective heirs, personal representatives, transferees, successors, or assigns.

5.2 **Time is of the Essence.** Time is of the essence to all matters pertaining to this Agreement.

5.3 **Attorneys' Fees.** In the event of any litigation to interpret or enforce this Agreement or to recover damages arising hereunder, the prevailing party in such litigation shall be entitled to recover its costs, including reasonable attorneys' fees, incurred before, during, or after litigation and in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings (including appellate proceedings), whether such proceedings arise before or after entry of a final judgment.

5.4 **Merger / Integration.** This Agreement (including any exhibits attached hereto) and any fully executed counterparts contain the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations between the parties are fully and completely merged and integrated into this Agreement. This Agreement also supersedes all prior discussions, negotiations, agreements, and understandings. There are no prior or contemporaneous promises, statements, agreements, conditions undertaken, understandings, warranties, or representations, oral or written, expressed or implied, between the parties other than as set forth herein. All parties represent, warrant, and agree that all promises undertaken, agreements, representations, conditions, and stipulations that induced execution of this Agreement are expressly set forth herein and are fully and completely merged and incorporated herein. The parties further agree that any promise or agreement, not expressly set forth and in writing and signed by both parties cannot be relied upon and will not be valid or enforceable. This Paragraph cannot be waived by conduct or oral agreement.

5.5 **No Modifications or Waivers Unless in Writing.** No new agreements or modifications, alterations, changes, waivers, or discharges to this Agreement shall be valid and enforceable unless in writing and signed by all parties who have entered into any such agreement or modification. Similarly, no consent or approval required pursuant to this Agreement shall be effective unless the same shall be in writing and signed by the party to be charged. This provision may not be waived by conduct or oral agreement.

5.6 **Waiver of Jury Trial.** THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A JURY TRIAL IN EVERY JURISDICTION IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY EITHER PARTY IN CONNECTION HERewith (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THE RIGHT TO A JURY TRIAL IS HEREBY EXPRESSLY AND COMPLETELY WAIVED AND RELEASED BY ALL PARTIES. ALL PARTIES FURTHER ACKNOWLEDGE AND ADMIT THAT THIS WAIVER AND RELEASE OF THE RIGHT TO JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT AND SHALL SURVIVE THE FULL PERFORMANCE OR TERMINATION OF THIS AGREEMENT. THE PARTIES FURTHER AGREE NOT TO SEEK CONSOLIDATION WITH ANY ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED OR WITH AN ACTION, CLAIM, OR DEFENSE IN WHICH A JURY TRIAL CANNOT BE WAIVED.

5.7 **Neutral Interpretation.** The terms and conditions set forth in this Agreement are the product of arms-length negotiations and mutual draftsmanship and/or review by counsel for the parties, each having the opportunity to be represented by counsel. This Agreement shall be given a fair, reasonable, and neutral construction in accordance with the intentions of the parties hereto and without regard to or aid of canons requiring construction against any party which drafted this Agreement or any provision thereof. The parties agree and acknowledge that each has reviewed this Agreement and any ambiguities in this Agreement or in any other agreement prepared or to be entered into in connection with this Agreement shall not be construed against any party because of the draftsmanship, but this Agreement shall be interpreted in a neutral fashion consistent with the intent of the parties as stated herein.

5.8 **Severability.** Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement. To this end, the provisions of this Agreement are intended to be and shall be severable.

5.9 **Binding Effect.** This Agreement and the terms, conditions, covenants, provisions, representations, and warranties herein contained, shall inure to the benefit of, and shall be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns (when assignment permitted as set forth herein) of the parties hereto.

5.10 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. A signature by facsimile, email, or electronic means shall be deemed to be an original signature and is entitled to the same legal consideration, validity, and enforceability as a signed original for the purposes expressed herein and shall be considered an original for evidentiary purposes in any court of law or administrative proceeding.

5.11 **Incorporation of Exhibits.** Each of the exhibits and schedules referred to herein and attached hereto, if any, are incorporated herein by this reference.

5.12 **Headings.** The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain, or alter any of the terms, covenants, or conditions herein contained.

5.13 **Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and venue for any litigation hereunder shall be Monroe County, Florida.

5.14 **No Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of either party, at any time, to insist upon strict performance of any condition shall not be construed as a waiver at any other time. Any party's delay or omission in the exercise of any right or remedy accruing on any default or in the doing of any matters or things permitted to be done by that party under the terms and provisions of this Agreement shall not impair any such right or remedy or be construed to be a waiver of any such default or acquiescence thereto. Every such right or remedy may be exercised from time to time and as often as it is deemed expedient by that party.

5.15 **Miscellaneous.** The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder," and any other words of similar import refer to this Agreement as a whole and not to any particular article, section, or other paragraph of this Agreement unless specifically noted otherwise in this Agreement. Wherever used herein the term New Urban shall include singular and plural, heirs, legal representatives, agents, officers, directors, employees, and

assigns, and the successors and assigns thereof, wherever the context so admits or requires. Wherever used herein the terms Civitas Association shall include singular and plural, jointly and severally, the current officers and directors of the Civitas Association, and their respective successors in office, legal representatives, agents, and assigns thereof, wherever the context so admits or requires.

(This space left blank intentionally – signatures continued on next page)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

NEW URBAN:

Signed, sealed and delivered
in the presence of:

NEW URBAN COMMUNITIES, L.L.C., a Florida
limited liability company

Signature of first witness

Printed name of first witness

Signature of second witness

Printed name of second witness

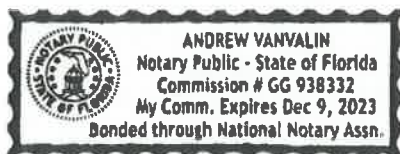
By: NEW URBAN COMMUNITIES
CORPORATION, a Florida corporation

By: Kevin E. Rickard
KEVIN E. RICKARD, as President
(Seal)

STATE OF FLORIDA }
 }SS:
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2020, by KEVIN E. RICKARD, as President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN COMMUNITIES, L.L.C., a Florida limited liability company, and that he acknowledged executing the same for such corporation and limited liability company, freely and voluntarily, under authority duly vested in him by said corporation and limited liability company, and that said individual: ☒ is personally known to the undersigned or ☐ produced a _____
_____ for identification purposes.

[Notary Seal Here]



NOTARY PUBLIC – State of Florida

My Commission Expires: Dec 9, 2023

Signed, sealed and delivered
in the presence of:

B. Rickle
Signature of first witness

Brianna Rickle
Printed name of first witness

[Signature]
Signature of second witness

Sherry Webber
Printed name of second witness

CIVITAS:

CIVITAS PLACE CONDOMINIUM
ASSOCIATION, INC., a Florida non-for-
profit corporation

By: [Signature]
Glenn J. Webber, Esq., as President

{Seal}

STATE OF FLORIDA }
 }SS:
COUNTY OF MARTIN }

The foregoing instrument was acknowledged before me, by means of ☒ physical
presence or ☐ online notarization, this 23RD day of January, 2020, by Glenn J.
Webber, Esq., as President of CIVITAS PLACE CONDOMINIUM ASSOCIATION,
INC., a Florida not-for-profit corporation, and that he acknowledged executing the same
for such not-for-profit corporation, freely and voluntarily, under authority duly vested in
him by said not-for-profit corporation, and that said individual X is personally known to
the undersigned or [] produced a _____
_____ for identification purposes.

[Notary Seal Here]

T. Begley
NOTARY PUBLIC – State of Florida
My Commission Expires:

Civitas – Agreement – Main – v01d



Exhibit "A"
[Legal Description – Parcel A]

Parcel 1:

Lots 21, 22, 39 and 40, less and excepting the North 15 feet of Lot 39, and also less and excepting all rights of way, including the South 25 feet of Lots 21 and 40, HIGH SCHOOL SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Parcel 2:

Lot 23, less the Westerly Four (4) feet thereof, HIGH SCHOOL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Parcel 3:

Lot 38, together with the North Fifteen (15) feet of Lot 39, Lot 41, less the South twenty five (25) feet thereof for street right of way purposes, and Lots 42, 43, 44 and 45, HIGH SCHOOL SUBDIVISION, according to the Plat thereof, recorded in plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Less and Except from the above described Parcels 1, 2 and 3, that portion thereof submitted as Phase 1 of CIVITAS PLACE CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2281, Page 439, as amended in Official Records Book 2282, Page 118, of the Public Records of Martin County, Florida.

Parcel 4:

Lot 46 according to the Plat of HIGH SCHOOL SUBDIVISION, as recorded in Plat Book 2, Page 85, Public Records of Palm Beach (Now Martin) County, Florida, less that portion conveyed to the City of Stuart by Deed recorded in Official Records Book 317, Page 226, of the Public Records of Martin County, Florida.

Exhibit "B"
[Legal Description – Parcel B]

Phase 1 of CIVITAS PLACE CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2281, Page 439, and all exhibits and amendments thereto, as amended in Official Records Book 2282, Page 118, of the Public Records of Martin County, Florida.

Exhibit "C"
[Easement Agreement]



This document was prepared by
and record and return to:

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331
File No. 9172-22

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Easement Agreement"), effective this 30th day of January, 2020, is executed and entered into by NEW URBAN COMMUNITIES, LLC, a Florida limited liability company, whose address is: 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445 ("New Urban" or "Grantor") and CIVITAS PLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-for-profit corporation, whose address is: 101 E. Ocean Blvd., Suite 203, Stuart, FL 34994 ("Civitas" or "Grantee") [New Urban and Civitas are sometimes referred to as the "Parties"].

(Wherever used in this instrument the terms "Grantor" and "Grantee" include all the parties to this instrument and the legal representatives, personal representatives, heirs, and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), limited liability companies, public bodies, and quasi-public bodies.)

WHEREAS, New Urban is the current owner of the real property more fully described on Exhibit 1 attached hereto and made a part hereof (hereinafter, the "New Urban Property" or "Grantor's Property"); and

WHEREAS, Civitas Association is a condominium association and is the current owner of the real property described on Exhibit 2 attached hereto and made a part hereof (hereinafter, the "Civitas Property" or "Benefitted Property") [the Grantor's Property and the Benefitted Property are sometimes collectively referred to as the "Parcels"]; and

WHEREAS, certain improvements relating to the Civitas Phase I Condominium are located on and within, and allegedly encroach upon, the New Urban Property and are not located within an existing easement; and

WHEREAS, Grantor and Grantee have determined that that it is in the best interests for Grantor to grant, and Grantee to accept, a non-exclusive, perpetual easement for access, ingress, egress, utilities, and drainage in, over, under, and across a portion of the Grantor's Property as described on Exhibit 3 attached hereto and made a part hereof (hereafter referred

to as the "Easement Parcel), such easement being appurtenant to the Grantor's Property and the Benefitted Property [the Grantor's Property, Benefitted Property, and Easement Parcel are collectively sometimes referred to as the "Parcels"]; and

WHEREAS, Grantor and Grantee are entering into this Agreement to set forth the terms, conditions, obligations, responsibilities, rights, and privileges appurtenant to the Parcels in connection with the easements being granted and conveyed by Grantor and accepted by Grantee.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) each in hand paid to the other, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct, form a material part of this Easement Agreement, and are fully incorporated herein.

2. **Grant of Easement for Portion of Roof Overhang.** Grantor hereby gives, grants, bargains, and conveys to Grantee a perpetual, non-exclusive, appurtenant easement over the real property described as "Easement Parcel #1" on Exhibit 3 attached hereto and made a part hereof for the purposes of repairing, reconstructing, and maintaining (but not expanding or increasing) the existing roof overhang currently located over Easement Parcel #1 (the "Roof Overhang Easement"). The Roof Overhang Easement is granted subject to the following terms, conditions, and agreements:

a. Grantor hereby reserves the right to utilize and use Easement Parcel #1 by constructing, re-constructing, repairing, improving, maintaining, and replacing paved roadways, sidewalks, grass, utilities, drainage, and landscaping (the "improvements") in and on Easement Parcel #1. Any such construction, re-construction, repairs, improvements, maintenance, and replacement activities and operations on Easement Parcel #1 shall be at the sole cost and expense of Grantor; shall be made in the sole and exclusive judgment and discretion of Grantor; and shall be performed to comply with the requirements of the City of Stuart Code of Ordinances. Prior to undertaking any such activities or operations, Grantor shall obtain the necessary permits, if any, required by governmental agencies or entities. The property owner's association (POA), to be established for the development on the Grantor's Property, shall remain responsible indefinitely for the construction, re-construction, repairs, improvements, maintenance, and replacement activities and operations of the improvements within Easement Parcel #1. New Urban shall be responsible for such maintenance until it turns over maintenance responsibilities to the POA, at which point the POA will become responsible for the aforescribed maintenance obligations.

b. As provided in that separate Agreement being entered into by New Urban and Civitas contemporaneously with the execution of this Easement Agreement,

Grantee shall execute a contract with a licensed contractor for the repair, replacement, and reconstruction of the existing roof overhang currently located over Easement Parcel #1, but Grantor shall be solely responsible for the cost of the contractor to repair, replace, and reconstruct the existing roof overhang currently located over Easement Parcel #1. If any repairs, replacements, reconstruction, or maintenance of the roof overhang by Grantee or Grantee's contractor damage, disturb, or require the removal of any improvements constructed by Grantor in, under, over, along, and across Easement Parcel #1, Grantee shall be solely responsible for repairing, replacing, or reconstructing the improvements at Grantee's sole cost and expense. Any such repairs, replacement, and reconstruction of the improvements shall be in compliance with the requirements of the City of Stuart Code of Ordinances and shall be made to substantially preserve and reflect the appearance of the improvements before Grantee repaired, replaced, reconstructed, or maintained the roof overhang.

c. The existing roof overhang may not be enlarged or expanded. When Civitas replaces or reconstructs that portion of the roof which overhangs above Easement Parcel #1, the Civitas roof shall be redesigned and reconstructed to eliminate the encroachment into Easement Parcel #1. Upon completion of the construction of the new roof on the Civitas Property and final approval of all inspections by the City of Stuart, Civitas shall execute and deliver to New Urban a Release of Easement, the form and content of which shall be approved by New Urban's counsel in his reasonable discretion, which shall release the Roof Overhang Easement and which shall be recorded in the public records of Martin County, Florida.

3. **Grant of Easement for Grease Traps.** Grantor hereby gives, grants, bargains, and conveys to Grantee a perpetual, non-exclusive, appurtenant easement in, over, under, and across the real property described as "Easement Parcel #2" on Exhibit 3 attached hereto and made a part hereof for the purposes of repairing, reconstructing, and maintaining (but not expanding or increasing) the existing grease traps currently located in, under, over, along, and across Easement Parcel #2 (the "Grease Trap Easement").

4. **Grant of Easement for DDCV.** Grantor hereby gives, grants, bargains, and conveys to Grantee a perpetual, non-exclusive, appurtenant easement in, over, under, and across the real property described as "Easement Parcel #3" on Exhibit 3 attached hereto and made a part hereof for the purposes of repairing, reconstructing, and maintaining (but not expanding or increasing) the existing double detector check valve ("DDCV") currently located in, under, over, along, and across Easement Parcel #3 (the "DDCV Easement"). The DDCV Easement is granted subject to the following terms, conditions, and agreements:

5. **Grant of Easement for Dumpster & Transformers.** Grantor hereby gives, grants, bargains, and conveys to Grantee a perpetual, non-exclusive, appurtenant easement

in, over, under, and across the real property described as "Easement Parcel #4" on Exhibit 3 attached hereto and made a part hereof for the purposes of repairing, reconstructing, accessing, and maintaining (but not expanding or increasing) the existing dumpster, transformers, and electrical lines currently located in, above, under, over, along, and across Easement Parcel #4 (the "Dumpster & Transformer Easement"). Grantor shall be entitled to share the use of the dumpster located in Easement Parcel #4 from time-to-time.

6. **Terms and Conditions of Certain Easements.** The Grease Trap Easement, DDCV Easement, and Dumpster & Transformer Easement, are all granted subject to the following terms, conditions, and agreements:

a. Grantor hereby reserves the right to utilize and use Easement Parcels #2-4 by constructing, re-constructing, repairing, improving, maintaining, and replacing paved roadways, sidewalks, grass, utilities, drainage, and landscaping (the "improvements") in, on, and over Easement Parcels #2-4. Any such construction, re-construction, repairs, improvements, maintenance, and replacement activities and operations shall be at the sole cost and expense of Grantor; shall be made in the sole and exclusive judgment and discretion of Grantor; and shall be performed to comply with the requirements of the City of Stuart Code of Ordinances. Prior to undertaking any such activities or operations, Grantor shall obtain the necessary permits, if any, required by governmental agencies or entities. The property owner's association (POA), to be established for the development on the Grantor's Property, shall remain responsible indefinitely for the construction, re-construction, repairs, improvements, maintenance, and replacement activities and operations of the improvements within Easement Parcels #2-4. New Urban shall be responsible for such maintenance until it turns over maintenance responsibilities to the POA, at which point the POA will become responsible for the aforescribed maintenance obligations.

b. Grantee shall be solely responsible for the cost of repairing, replacing, reconstructing, and maintaining the existing grease traps, DDCV, dumpsters, and transformers currently located in, under, over, along, and across Easement Parcel #2-4. If any repairs, replacements, reconstruction, or maintenance by Grantee damage, disturb, or require the removal of any improvements constructed by Grantor in, under, over, along, and across Easement Parcels #2-4, Grantee shall be solely responsible for repairing, replacing, or reconstructing the improvements at Grantee's sole cost and expense. Any such repairs, replacement, and reconstruction shall be in compliance with the requirements of the City of Stuart Code of Ordinances and shall be made to substantially preserve and reflect the appearance of the improvements before Grantee made any repairs or replacements or performed any reconstruction or maintenance.

c. Grantee shall be solely responsible for the cost of relocating the restaurant's existing vent to the front or rear of the building, but the cost of such relocation may be passed

through to the restaurant by Grantee.

7. **Non-Exclusive Use of Easements.** Grantor (including its invitees, licensees, guests, agents, successors, and assigns) may continue using Easement Parcels provided such use shall not substantially interfere with the Grantee's use of the Easement Parcels.

8. **Duration of Easements.** The duration of the easements granted herein shall be perpetual unless (i) terminated by a recorded termination agreement signed by all then-existing record title owners of the Grantor's Property and the Benefitted Property, which termination agreement may terminate some or all of the easements; or (ii) Grantee defaults under any material term in this Agreement.

9. **Warranty of Ownership.** Grantor hereby warrants and represents to Grantee that Grantor possesses fee simple title to the Easement Parcels and it is authorized to execute and deliver this Easement Agreement.

10. **Binding Obligation.** The covenants, promises, duties, rights, privileges, and obligations contained in this Easement Agreement are not personal but instead are appurtenant and shall run with the Parcels described herein and be binding upon and inure to the benefit of the owners of the Parcels from time-to-time, and their respective heirs, personal representatives, transferees, successors, or assigns.

11. **Severability.** Any provision of this Easement Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. If any provision of this Easement Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Easement Agreement. To this end, the provisions of this Easement Agreement are intended to be and shall be severable.

12. **Miscellaneous.** The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder," and any other words of similar import refer to this Agreement as a whole and not to any particular article, section, or other paragraph of this Agreement unless specifically noted otherwise in this Agreement.

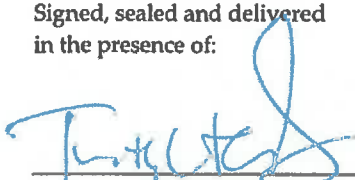
{This space left blank intentionally – signatures on next page}

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

NEW URBAN / GRANTOR:

Signed, sealed and delivered
in the presence of:

**NEW URBAN COMMUNITIES, L.L.C., a Florida
limited liability company**



Signature of first witness

Timothy C. Hernandez

Printed name of first witness



Signature of second witness

Andrew VanValin

Printed name of second witness

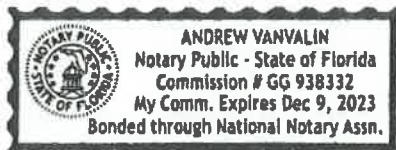
By: NEW URBAN COMMUNITIES
CORPORATION, a Florida corporation


By: _____
KEVIN E. RICKARD, as President
(Seal)

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2020, by KEVIN E. RICKARD, as President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN COMMUNITIES, L.L.C., a Florida limited liability company, and that he acknowledged executing the same for such corporation and limited liability company, freely and voluntarily, under authority duly vested in him by said corporation and limited liability company, and that said individual: ☒ is personally known to the undersigned or [] produced a _____
_____ for identification purposes.

[Notary Seal Here]





NOTARY PUBLIC – State of Florida
My Commission Expires: Dec. 9, 2023

ACCEPTANCE BY GRANTEE

The foregoing Easement Agreement is hereby accepted by the Grantee this 23rd day of JANUARY, 20192020.

CIVITAS / GRANTEE:

*Signed, sealed and delivered
in the presence of:*

**CIVITAS PLACE CONDOMINIUM
ASSOCIATION, INC., a Florida non-for-
profit corporation**

B. Rickle
Signature of first witness

By: Glenn J. Webber, Esq., as President

Brianna Rickle
Printed name of first witness

{Seal}

[Signature]
Signature of second witness

Glenn J. Webber
Printed name of second witness

STATE OF FLORIDA }
 }SS:
COUNTY OF MALDEN }

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23rd day of JANUARY, 2020, by Glenn J. Webber, Esq., as President of CIVITAS PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, and that he acknowledged executing the same for such not-for-profit corporation, freely and voluntarily, under authority duly vested in him by said not-for-profit corporation, and that said individual [Signature] is personally known to the undersigned or [] produced a

_____ for identification purposes. — **I HEREBY CERTIFY** that on this day, before me, the undersigned officer, duly authorized in the aforesaid state and county to take acknowledgments, personally appeared Glenn J. Webber, Esq., as President of CIVITAS PLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-for-profit corporation, that he acknowledged executing the same for such corporation and limited liability company, freely and voluntarily, under authority duly vested in him by said corporation and limited liability company, and that said

individual [] is personally known to the undersigned or [] produced a
_____ for identification purposes.

[Notary Seal Here]



NOTARY PUBLIC - State of _____
My Commission Expires: _____

Civitas - Agreement - Parking - v01d

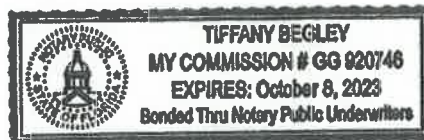


Exhibit 1
[Legal Description – New Urban Property]

Parcel 1:

Lots 21, 22, 39 and 40, less and excepting the North 15 feet of Lot 39, and also less and excepting all rights of way, including the South 25 feet of Lots 21 and 40, HIGH SCHOOL SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Parcel 2:

Lot 23, less the Westerly Four (4) feet thereof, HIGH SCHOOL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Parcel 3:

Lot 38, together with the North Fifteen (15) feet of Lot 39, Lot 41, less the South twenty five (25) feet thereof for street right of way purposes, and Lots 42, 43, 44 and 45, HIGH SCHOOL SUBDIVISION, according to the Plat thereof, recorded in plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Less and Except from the above described Parcels 1, 2 and 3, that portion thereof submitted as Phase 1 of CIVITAS PLACE CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2281, Page 439, as amended in Official Records Book 2282, Page 118, of the Public Records of Martin County, Florida.

Parcel 4:

Lot 46 according to the Plat of HIGH SCHOOL SUBDIVISION, as recorded in Plat Book 2, Page 85, Public Records of Palm Beach (Now Martin) County, Florida, less that portion conveyed to the City of Stuart by Deed recorded in Official Records Book 317, Page 226, of the Public Records of Martin County, Florida.

Exhibit 2
[Legal Description – Civitas Property]

Phase 1 of CIVITAS PLACE CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2281, Page 439, and all exhibits and amendments thereto, as amended in Official Records Book 2282, Page 118, of the Public Records of Martin County, Florida.

Exhibit 3
[Legal Description – _____ Easement Parcels]

[Sketch and legal descriptions to be provided by New Urban's surveyor]

Easement Parcel #----:

Easement Parcel #----:

Easement Parcel #----:

Easement Parcel #----:

Exhibit "D"
[Shared Parking Agreement]



This Instrument was prepared by

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331
File No. 9172-30

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT (the "Agreement"), effective this 30 day of January, 2020, is executed and entered into by **NEW URBAN COMMUNITIES, LLC, a Florida limited liability company**, whose address is: 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445 ("Developer" or "New Urban") and **CIVITAS PLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-for-profit corporation**, whose address is: 101 E. Ocean Blvd., Suite 203, Stuart, FL 34994 ("Civitas") [Developer and Civitas are sometimes referred to as the "Parties"]].

WHEREAS, Developer is a contract vendee to purchase the real property more fully described on Exhibit 1 attached hereto and made a part hereof (hereinafter, the "Developer's Property"); and

WHEREAS, Developer intends to redevelop and make significant improvements to the Developer's Property to include, among other things, a mixed-use development with commercial and residential uses, eight residential townhouses, and parking areas, and will be seeking site plan and other developmental approvals (the "development applications") from the City of Stuart and/or Martin County; and

WHEREAS, Civitas is a condominium association and the owner of the real property described on Exhibit 2 attached hereto and made a part hereof (hereinafter, "Civitas Property") [the Developer's Property and Civitas Property are sometimes collectively referred to as the "Properties"]; and

WHEREAS, the President and Board of Directors of the Civitas Association have reviewed New Urban's development applications and are aware of and support the intended redevelopment of the Developer's Property; and

WHEREAS, the development of the Civitas Property was subject to the terms and conditions in City of Stuart Resolution No. 85-02 which was recorded in Official Records Book 1684, at Page 2850, of the public records of Martin County, Florida, and which governs the development of Civitas Phase I improvements (the "Development Agreement"); and

WHEREAS, the Civitas Phase I Development Agreement requires, among other things, that the number of on-site required parking spaces called for under the Civitas Development Agreement be lawfully permitted, constructed, and approved on the Civitas Phase I parcel within certain timeframes; and

WHEREAS, to-date, the required parking spaces called for under the Civitas Phase I Development Agreement have not been permitted, constructed, and approved by the City of Stuart; and

WHEREAS, Developer is willing to grant a license to Civitas for the exclusive use of six designated parking spaces during certain hours and the non-exclusive, shared use of twenty four vehicular parking spaces and two motorcycle parking spaces in the parking areas to be constructed by Developer on the Developer's Property, together with an easement for ingress, egress, and access to the parking area, provided Developer and Civitas enter into a mutually agreeable agreement regarding the shared use and maintenance cost of the shared parking spaces; and

WHEREAS, New Urban and Civitas are entering into this Agreement to evidence their mutual intent and promises relating to the matters described in the above recitals.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Developer and Civitas agree to be bound by the following terms and conditions.

ARTICLE I – INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE II – COVENANTS REGARDING PARKING LOT

2.1 Construction of Parking Lot. Developer will install and construct, at its sole cost and expense, a parking lot on that portion of the Developer's Property depicted on Exhibit 3 attached hereto and made a part hereof (the "Parking Lot"). The number and location of the parking spaces, design and configuration of the parking area, materials, ingress and egress, landscaping, lighting, and signage shall be determined by Developer and its consultants in their sole and absolute discretion, provided the design meets the requirements of the City of Stuart Code of Ordinances and is approved by the City of Stuart during the site plan review and approval of Developer's Property and provides the number of spaces described in this Agreement. The exact timing of the construction of the Parking

Lot shall be determined solely by Developer and shall not commence until all development approvals are received; provided however, New Urban shall complete construction of the parking lot before obtaining a certificate of occupancy on either of the buildings to be constructed on the Developer's Property.

2.2 Shared Use of Parking Lot. Developer hereby establishes, declares, and grants to Civitas a non-exclusive license for (i) six designated vehicular parking spaces from 8:00 am – 5:00 pm (Monday - Friday) (the ("exclusive hours") (the six spaces during the exclusive hours are referred to as the "designated spaces") for the exclusive use of the individual owners within the Civitas condominium from time-to-time (including their licensees, invitees, and guests); and (ii) the non-exclusive, shared use and privilege of the individual owners within the Civitas condominium from time-to-time (including their licensees, invitees, and guests) and the individual owners within the New Urban Property from time-to-time (including their licensees, invitees, and guests) to park passenger vehicles in twenty four unreserved parking spaces and to park motorcycles in the two motorcycle parking spaces, together with the designated spaces outside of the hours of 8:00 am – 5:00 pm (Monday - Friday), (collectively, the "shared spaces") in the completed Parking Lot without charge on a first-come / first-serve basis (collectively, the "Parking License"). The Parking License shall apply to the designated spaces and shared spaces within the Parking Lot as indicated on Exhibit 3. New Urban will install signage indicating which spaces are designated spaces and which spaces are shared spaces. Civitas shall not be entitled to install any signage, notices, or barricades on any parking spaces or within or near the Parking Lot. The use of the shared spaces under the Parking License shall be shared with the owners of the Developer's Property from time-to-time, and their respective licensees, invitees, and guests. Notwithstanding anything in this Agreement to the contrary, Developer, on behalf of itself and its successors in interest, reserves the right to use and to control the Parking Lot in a manner that is not inconsistent with the designated and shared usage rights granted Civitas pursuant to this Agreement.

2.2.1 Reserved Spaces. The Parking License in favor of Civitas shall not include any "tuck under" covered parking spaces shown on Exhibit 3 (the "Reserved Spaces") which are reserved for the sole and exclusive use of the owners of Developer's Property from time-to-time, and their respective licensees, invitees, and guests. Developer (prior to turnover) and the Parking POA (after turnover) (see section 2.3 below) reserve the right post signage restricting the use of the Reserved Spaces and to have any improperly parked vehicles removed from the Reserved Spaces at the vehicle owners' expense.

2.3 Maintenance of Parking Lot. Developer shall be responsible for performing maintenance and making repairs to the Parking Lot until Developer turns over maintenance responsibilities to a property owner's association to be established by Developer for the maintenance and repair of the Parking Lot (the "Parking POA"), at which time the Parking

POA will become responsible for performing maintenance and making repairs to the Parking Lot. Developer (prior to turnover) and the Parking POA (after turnover) shall maintain the Parking Lot in a good condition and repair, ordinary wear and tear excepted, sufficient for the use of the parking spaces for parking of passenger vehicles. The maintenance and repair of the Parking Lot shall include, but not be limited to: asphalt repair, striping, seal coating, lighting, drainage, landscaping, irrigation, signage, and lot sweeping. Developer (prior to turnover) and the Parking POA (after turnover) reserve the right to remodel, reconfigure, or restripe the Parking Lot from time-to-time without the requirement to obtain any consent or authorization from Civitas, provided that the number of designated spaces and shared spaces available for Civitas' use after completion of the work complies with Section 2.2 of this Agreement. Any reconfiguration of the Parking Lot by Developer to add additional parking spaces, shall not increase the number of designated spaces or shared spaces available for the use of Civitas. Civitas shall not be entitled to any compensation for loss of use of the Parking Lot during any times when maintenance, repairs, or replacement is being performed.

2.3.1 Parking POA. The Parking POA will be a separate association established solely for the management and maintenance of the Parking Lot. Civitas and Developer, and their respective successors and assigns, (collectively, the "POA Members") shall be members in the Parking POA. The timing of Developer's turnover of the Parking Lot to the Property POA shall be in Developer's sole discretion. The manager of the Parking POA ("Manager") shall designate from time-to-time one or more individuals to be responsible for managing the Parking Lot, including budgeting, maintaining Parking POA funds, and arranging for third parties to perform maintenance, repairs, and replacement of the Parking Lot.

2.4 Shared Maintenance Cost of Parking Lot. In consideration of the Parking License granted to Civitas, Civitas and Developer agree to share the cost of maintenance and repairs to the Parking Lot based on the square footage of their respective buildings. Based on the square footage of the existing Civitas building (15,322 SF) and the proposed square footage of Developer's buildings (46,800 SF) not yet constructed, Civitas shall pay 24.66% of the annual costs related to the parking lot, and Developer shall pay 75.34% of the annual costs related to the parking lot (each respectively referred to as that POA Member's "percentage share").

a. The Manager of the Parking POA shall prepare an estimated budget for each calendar year for Parking Lot expenses ("budgeted parking expenses") and shall provide the budgeted parking expenses to the POA Members on an annual basis. The POA Members shall each pay their respective percentage share of the budgeted parking expenses to the Parking POA within forty-five (45) days. If the actual costs incurred by the Parking POA exceed the budgeted amounts ("overages"), the POA Members shall each pay its respective percentage share of the overages [overages are calculated as the difference

between the actual amount incurred less the amount prepaid by the Members) within thirty days. If either POA Member fails to pay its percentage share of the budgeted parking expenses or overages within forty-five (45) days, the Parking POA shall provide the non-paying POA Member written notice of the default and a twenty (20) day cure period ("Cure Period") to pay the outstanding amounts in full. If Civitas fails to pay any outstanding amount to Parking POA in full after the forty-five (45) day period, and expiration of the Cure Period, Developer shall be entitled to terminate this Agreement and the Declaration for the Parking POA.

b. Any costs and expenses for maintenance and repairs of the Parking Lot not exceeding \$1,000.00 in any one instance may be incurred and paid by the Manager from the Property POA's funds in his/her sole discretion without soliciting multiple bids.

c. The costs and expenses for maintenance and repairs of the Parking Lot exceeding \$1,000.00 shall be determined by Manager soliciting three (3) separate bids from qualified paving/development companies, and shall include all costs associated with the maintenance, repairs, or replacement, including (but not limited to): design and engineering, drainage, pavement, resurfacing, fixing potholes, curbs, striping, lighting and landscaping. The Manager shall be entitled to select from one of the two lower priced bids.

2.5 Access Easement. In furtherance of the use of the Parking License, Developer hereby gives, grants, bargains, and sells unto Civitas (including the individual owners within the Civitas Property and their licensees and invitees) a non-exclusive easement for vehicular and pedestrian ingress, egress, and access across, over, and through the driveways, drive lanes, and parking areas located within the Parking Lot described on attached Exhibit 3. The easement granted in this section shall automatically terminate upon the expiration or termination of the Parking License.

2.6 Approval by City. Civitas acknowledges that the 23 parking spaces provided under this Agreement satisfies the parking requirements imposed by the City of Stuart under the Civitas Development Agreement.

2.7 Term of Agreement. This Declaration shall be recorded in the Public Records of Martin County, Florida, and shall run with the land described as Exhibit 1, Exhibit 2, and Exhibit 3 and shall be binding on all persons and entities acquiring title to or use of the land on which the Parking Lot is constructed. This Agreement shall continue in perpetuity and can only be terminated if: (i) replacement parking for Civitas has been approved by the City of Stuart; (ii) the Civitas Property is no longer used for the existing Civitas condominium, and in both events written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date; or (iii) the Civitas Property is able to meet its minimum parking requirements without using the Parking Lot or the street

parking and gives written notice of termination to Developer or the Parking POA at least sixty (60) days before the termination date.

2.8 **Enforcement.** Any party to this Agreement, including their respective successors and assigns, may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities (including the Parking POA), violating or attempting to violate the terms of the covenants and restrictions in this Agreement. In the event of any alleged default by any party under this Declaration, the non-defaulting party shall provide the defaulting party with a written notice of violations of any provision of this Declaration and allow the defaulting party thirty (30) days to cure the violation. Failing corrective action by the defaulting party, the non-defaulting party shall have the right to seek injunctive relief and/or monetary damages by filing an action for such relief in the appropriate court.

2.9 **Indemnification / Hold Harmless.** Civitas hereby agrees to indemnify, defend, and hold Developer (prior to turnover) and the Parking POA (after turnover) harmless from and against any and all claims, judgments, damages, losses, penalties, fines, demands, liabilities, encumbrances, liens, costs and expenses (including reasonable attorneys' fees, court costs and costs of appeal) actually suffered or incurred by Developer or the Parking POA, to the extent directly arising out of or resulting from damage or injury to persons or property caused by Civitas' use of the Parking Lot (including Civitas' individual owners, and their licensees, invitees, and guests), but excluding those arising from a negligent pre-existing condition on or about the Parking Lot or caused by the negligent or willful acts of Developer or the Property POA and their agents, licensees, invitees, and guests (which shall not include Civitas or any party acting on its behalf), employees, tenants, or contractors.

ARTICLE V - MISCELLANEOUS PROVISIONS

5.1 **Binding Obligations.** The covenants, promises, rights, privileges, and obligations contained in this Agreement are not personal but instead shall run with the land and be binding upon and inure to the benefit of the owners of the Parcels from time-to-time, and their respective heirs, personal representatives, transferees, successors, or assigns. Without limiting the appurtenant nature of this Agreement, Civitas shall not have the right to encumber, pledge, or license to any person or entity its Parking License or easement rights under this Agreement.

5.2 **Time is of the Essence.** Time is of the essence to all matters pertaining to this Agreement.

5.3 **Attorneys' Fees.** In the event of any litigation to interpret or enforce this Agreement or to recover damages arising hereunder, the prevailing party in such litigation

shall be entitled to recover its costs, including reasonable attorneys' fees, incurred before, during, or after litigation and in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings (including appellate proceedings), whether such proceedings arise before or after entry of a final judgment.

5.4 **Merger / Integration.** This Agreement (including any exhibits attached hereto) and any fully executed counterparts contain the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations between the parties are fully and completely merged and integrated into this Agreement. This Agreement also supersedes all prior discussions, negotiations, agreements, and understandings. There are no prior or contemporaneous promises, statements, agreements, conditions undertaken, understandings, warranties, or representations, oral or written, expressed or implied, between the parties other than as set forth herein. All parties represent, warrant, and agree that all promises undertaken, agreements, representations, conditions, and stipulations that induced execution of this Agreement are expressly set forth herein and are fully and completely merged and incorporated herein. The parties further agree that any promise or agreement, not expressly set forth and in writing and signed by both parties cannot be relied upon and will not be valid or enforceable. This Paragraph cannot be waived by conduct or oral agreement.

5.5 **No Modifications or Waivers Unless in Writing.** No new agreements or modifications, alterations, changes, waivers, or discharges to this Agreement shall be valid and enforceable unless in writing and signed by all parties who have entered into any such agreement or modification. Similarly, no consent or approval required pursuant to this Agreement shall be effective unless the same shall be in writing and signed by the party to be charged. This provision may not be waived by conduct or oral agreement.

5.6 **Waiver of Jury Trial.** THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A JURY TRIAL IN EVERY JURISDICTION IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY EITHER PARTY IN CONNECTION HERewith (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THE RIGHT TO A JURY TRIAL IS HEREBY EXPRESSLY AND COMPLETELY WAIVED AND RELEASED BY ALL PARTIES. ALL PARTIES FURTHER ACKNOWLEDGE AND ADMIT THAT THIS WAIVER AND RELEASE OF THE RIGHT TO JURY TRIAL IS A MATERIAL

INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT AND SHALL SURVIVE THE FULL PERFORMANCE OR TERMINATION OF THIS AGREEMENT. THE PARTIES FURTHER AGREE NOT TO SEEK CONSOLIDATION WITH ANY ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED OR WITH AN ACTION, CLAIM, OR DEFENSE IN WHICH A JURY TRIAL CANNOT BE WAIVED.

5.7 **Neutral Interpretation.** The terms and conditions set forth in this Agreement are the product of arms-length negotiations and mutual draftsmanship and/or review by counsel for the parties, each having the opportunity to be represented by counsel. This Agreement shall be given a fair, reasonable, and neutral construction in accordance with the intentions of the parties hereto and without regard to or aid of canons requiring construction against any party which drafted this Agreement or any provision thereof. The parties agree and acknowledge that each has reviewed this Agreement and any ambiguities in this Agreement or in any other agreement prepared or to be entered into in connection with this Agreement shall not be construed against any party because of the draftsmanship, but this Agreement shall be interpreted in a neutral fashion consistent with the intent of the parties as stated herein.

5.8 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement. To this end, the provisions of this Agreement are intended to be and shall be severable.

5.9 **Binding Effect.** This Agreement and the terms, conditions, covenants, provisions, representations, and warranties herein contained, shall inure to the benefit of, and shall be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns (when assignment permitted as set forth herein) of the parties hereto.

5.10 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. A signature by facsimile, email, or electronic means shall be deemed to be an original signature and is entitled to the same legal consideration, validity, and enforceability as a signed original for the purposes expressed herein and shall be considered an original for evidentiary purposes in any court of law or administrative proceeding.

5.11 **Incorporation of Exhibits.** Each of the exhibits and schedules referred to herein and attached hereto, if any, are incorporated herein by this reference.

5.12 **Headings.** The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain, or alter any of the terms, covenants, or conditions herein contained. Words denoting "persons" shall include firms, associations, limited liability companies, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

5.13 **Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and venue for any litigation hereunder shall be Martin County, Florida.

5.14 **No Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of either party, at any time, to insist upon strict performance of any condition shall not be construed as a waiver at any other time. Any party's delay or omission in the exercise of any right or remedy accruing on any default or in the doing of any matters or things permitted to be done by that party under the terms and provisions of this Agreement shall not impair any such right or remedy or be construed to be a waiver of any such default or acquiescence thereto. Every such right or remedy may be exercised from time to time and as often as it is deemed expedient by that party.

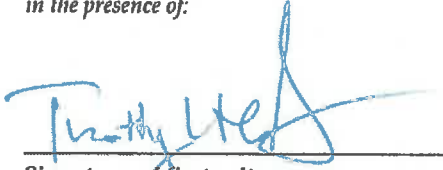
5.15 **Miscellaneous.** The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder," and any other words of similar import refer to this Agreement as a whole and not to any particular article, section, or other paragraph of this Agreement unless specifically noted otherwise in this Agreement. Wherever used herein the term Developer shall include singular and plural, heirs, legal representatives, agents, officers, directors, employees, and assigns, and the successors and assigns thereof, wherever the context so admits or requires. Wherever used herein the terms Civitas shall include singular and plural, jointly and severally, the current officers and directors of the Civitas condominium association, and their respective successors in office, legal representatives, agents, and assigns thereof, wherever the context so admits or requires.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

DEVELOPER / NEW URBAN:

Signed, sealed and delivered
in the presence of:


Signature of first witness

Timothy L. Hernandez
Printed name of first witness


Signature of second witness

Andrew VanValin
Printed name of second witness

NEW URBAN COMMUNITIES, L.L.C., a Florida
limited liability company

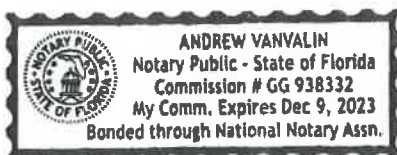
By: NEW URBAN COMMUNITIES
CORPORATION, a Florida corporation


By: KEVIN E. RICKARD, as President
(Seal)

STATE OF FLORIDA }
)SS:
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30th day of January, 2020, by KEVIN E. RICKARD, as President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN COMMUNITIES, L.L.C., a Florida limited liability company, and that he acknowledged executing the same for such corporation and limited liability company, freely and voluntarily, under authority duly vested in him by said corporation and limited liability company, and that said individual: [☒] is personally known to the undersigned or [☐] produced a _____ for identification purposes.

[Notary Seal Here]




NOTARY PUBLIC – State of Florida
My Commission Expires: Dec. 9, 2023

Signed, sealed and delivered
in the presence of:

B. Rickle
Signature of first witness

Brianna Rickle
Printed name of first witness

[Signature]
Signature of second witness

Glenn J. Webber
Printed name of second witness

CIVITAS:

CIVITAS PLACE CONDOMINIUM
ASSOCIATION, INC., a Florida non-for-
profit corporation

By: [Signature]
Glenn J. Webber, Esq., as President

{Seal}

STATE OF FLORIDA)
)SS:
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me, by means of ☒ physical
presence or ☐ online notarization, this 23rd day of JANUARY, 2020, by Glenn J.
Webber, Esq., as President of CIVITAS PLACE CONDOMINIUM ASSOCIATION,
INC., a Florida not-for-profit corporation, and that he acknowledged executing the same
for such not-for-profit corporation, freely and voluntarily, under authority duly vested in
him by said not-for-profit corporation, and that said individual ☒ is personally known to
the undersigned or [] produced a _____
_____ for identification purposes.

[Notary Seal Here]

T. Begley
NOTARY PUBLIC – State of Florida
My Commission Expires:

Civitas – Agreement – Parking – v01d

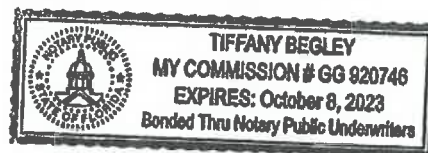


Exhibit 1
[Legal Description – Parcel A]

Parcel 1:

Lots 21, 22, 39 and 40, less and excepting the North 15 feet of Lot 39, and also less and excepting all rights of way, including the South 25 feet of Lots 21 and 40, HIGH SCHOOL SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Parcel 2:

Lot 23, less the Westerly Four (4) feet thereof, HIGH SCHOOL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Parcel 3:

Lot 38, together with the North Fifteen (15) feet of Lot 39, Lot 41, less the South twenty five (25) feet thereof for street right of way purposes, and Lots 42, 43, 44 and 45, HIGH SCHOOL SUBDIVISION, according to the Plat thereof, recorded in plat Book 2, Page 85, of the Public Records of Palm Beach (Now Martin) County, Florida.

Less and Except from the above described Parcels 1, 2 and 3, that portion thereof submitted as Phase 1 of CIVITAS PLACE CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2281, Page 439, as amended in Official Records Book 2282, Page 118, of the Public Records of Martin County, Florida.

Parcel 4:

Lot 46 according to the Plat of HIGH SCHOOL SUBDIVISION, as recorded in Plat Book 2, Page 85, Public Records of Palm Beach (Now Martin) County, Florida, less that portion conveyed to the City of Stuart by Deed recorded in Official Records Book 317, Page 226, of the Public Records of Martin County, Florida.

Exhibit 3
[Legal Description of Parking Area]

[To be prepared by New Urban's surveyor after design plans completed.]

Stuart Courthouse Project Description and Justification

August 5, 2021

Legal Description of Property

Civitas I Parcel: 04-38-41-034-001-03010-0

West Parcel: 04-38-41-006-00000-210-6

East Parcel: 04-38-41-006-00000-410-4

See legal description of parcels on survey.

Project Narrative

The proposed PUD contains the existing Civitas building and the newly proposed development. This narrative reflects only what is being proposed. The proposed development program consists of two four story, mixed-use buildings fronting SE Ocean Avenue with a total of 5778 square feet of office space on the ground floor and 52 rental apartment units on the 2nd, 3rd, and 4th floors. Parking will be located behind the mixed-use buildings in both surface spaces and tuck under spaces at the rear of the mixed-use buildings. Tuck-under parking will be reserved for residents only. The surface lots will provide parking for the commercial uses of the proposed project as well as 23 spaces for the adjacent Civitas building.

This is an exciting project that will continue the development of a civic character along SE Ocean Avenue in downtown Stuart. With the County Courthouse across the street, the planned move of City Hall to the adjacent block to the east, the applicant's proposed project can begin to lay the groundwork for a more defined Civic Center in the downtown area, with architecture to suit it.

Beyond the character impact of the proposed development, it will also introduce 52 new housing units into the downtown, bringing more yearlong residents who will live, work, shop, and eat in Stuart. Increasing the number of residents in downtown Stuart will continue to help businesses survive and thrive and can help spur

the creation of new businesses. A critical mass of residents is crucial to the health, vibrancy and economic development of a downtown core. Forty-four of these units are one-bedroom units, a critical need in the downtown area which will provide housing for lower rents than larger two and three bedroom units.

Project Standards

The current zoning for the subject property is Urban Center (UC) and the current Land Use is Downtown. The **applicant seeks a rezoning to an Urban Planned Unit Development (UPUD)** to utilize the increased design flexibility in the development, density, and parking regulations.

Table 1 below shows how we are addressing the requirements in the UC code.

Table 1: How Proposed Project Meets Underlying UC Code

Urban Center Code	Code Requirement	Provided
1. Principal Building Placement		
a. Front build-to line	0'	0'
b. Side Setback	0' min.	0'
c. Rear Setback	0' min.	40'
d. Front Façade Width	80% min.	92%
e. Via for Front Façade	6' via if façade is greater than 100'	N/A; façade is 92'
f. Front courtyard	33% of façade max.	N/A; Not setting front façade back.
2. Principal Building Height		
a. Maximum Building Height	45' if 25% or more of building is residential or hotel	45' if 25% or more of building is residential or hotel
b. Height in Old Downtown District	4 stories prohibited	N/A; Not in Old Downtown District
3. Parking		
a. Parking location	Behind the rear façade of principal building or behind a street wall.	Parking located behind principal buildings.
4. Architectural Requirements		
a. Balcony Requirement	Aggregate length of all balconies shall not be less than 50% of building façade on each level floor	50%
b. Ground Floor Openings	Aggregate width at least 50% of building facade	60%
5. Outbuildings		
a. Outbuilding Location	Shall be located behind rear façade of principal building; Minimum side setback of 5'	N/A; No outbuildings
6. Curb Cuts		
a. Frequency	No more than one curb cut shall be permitted for every 75 feet of frontage	No curb cuts along Ocean or Osceola. Along Detroit Ave is 215' of frontage and 2 curb cuts, or 1 per 107.5'

Density

Under the new density regulations in the UPUD, the breakdown of unit size and unit density is shown in Table 2 below:

Table 2: UPUD Density Calculation

Applicant			
Max Unit Size	# of Units	Unit Density	Total Unit Count
900 SF	44	0.50	22.0
1100 SF	8	0.75	6.0
Applicant Total	52	0.54	28.0
Civitas			
Max Unit Size	# of Units	Unit Density	Total Unit Count
900 SF	2	0.50	1.0
1100 SF	2	0.75	1.5
No Max	1	1.00	1.0
Civitas Total	5	0.70	3.5
PUD Total	57	0.58	31.5
PUD Acreage			1.06 acres
UPUD Density			30 units/acre
Allowed Units			31.8 units
Proposed Units			31.5 units
Proposed Density			29.7 units/acre

From Table 2, using the UPUD density calculations, the 57 residential units in the PUD count as 31.5 units. With a land area of 1.06 acres, the total residential density of the PUD will be 29.7 units/acre.

Parking

The UPUD Code also provides for an alternative parking calculation, found in Table 3 below:

Table 3: UPUD Parking Calculation

Applicant			
Max Unit Size	# of Units	Spaces/Unit	Total Parking Spaces
<900 SF	44	1.25	55.0
1100 SF	8	1.40	11.2
Applicant Total	52	1.27	66.2
Civitas			
Max Unit Size	# of Units	Spaces/Unit	Total Parking Spaces
<900 SF	2	1.25	2.5
<1100 SF	2	1.40	2.8
No Max	1	1.50	1.5
Civitas Total	5	1.40	7.0
PUD Total	57	1.28	73.2

From a more practical standpoint, the applicant's proposed residential uses are divided into categories of 1- and 2-bedroom apartments with some of each unit type having private garage parking. Ten of the applicant's units are parked at 2 spaces per unit in the dedicated, covered, tandem spaces within the mixed-use buildings. These tandem stalls will be rented out in tandem, meaning the two tandem spaces go together. This is why the 20 tandem spaces apply to only 10 residential units. Thirteen of the units will be able to rent a single tuck under space. In total, 23 units can rent tuck under garage spaces. The applicant's remaining 29 rental units are parked in shared parking at 1.27 spaces per unit per the UPUD code. The existing Civitas I building

requires 23 parking spaces, which are included in the shared parking calculation. Table 4 below shows the breakdown of the total parking provided by location.

Table 4: Total Parking Provided

Total Parking Provided	
Parking Location	Spaces
Proposed Multifamily w/ Single Garage Spaces	13
Proposed Multifamily w/ Tandem Garage Spaces	20
Handicap Spaces	3
Shared Surface Lot	35
Shared On-Street Parking	17
Total	88

Note: 2 motorcycle spaces and a bike rack will also be provided

Table 5 below shows a breakdown of the residential parking mix provided in the proposed development, while Table 6 below shows a breakdown required by code:

Table 5: Residential Parking Mix Provided

Provided			
Residential Use	Units	Spaces	Parking Ratio
Multifamily w/ Garage Spaces	23	33.0	1.43/unit
Multifamily w/o Garage Spaces	29	37.0	1.27/unit
Civitas Residential	5	7.0	1.40/unit
Total	57	77.0	1.35/unit

Table 6: Residential Parking Mix Required by Code

Code Requirement			
Residential Use	Units	Spaces	Parking Ratio
Multifamily <900 SF	44	55	1.25/unit
Multifamily <1100 SF	8	11.2	1.4/unit
Civitas Residential	5	7	1.4/unit
Total	57	73.2	1.28/unit

From Tables 5 and 6 above, the applicant is only required to provide 73 parking spaces for the residential units in the PUD. In reality, the applicant is providing 77 spaces for the residential units and is providing 88 spaces total. The excess of 11 spaces are used, along with a shared parking calculation, to accommodate the non-residential uses in the PUD.

Shared Parking

The residential mix included in the shared parking calculation only considers the residential units that will not have dedicated garage or dedicated surface spaces. The proposal provides 55 shared spaces for the residential, office, and Civitas uses. A shared

parking calculation using Table 2.07.00A: Mixed-Use Parking Accumulation Factor and is found in Table 7 below:

Table 7: Shared Parking Calculation

Shared Parking									
Use	Units	Ratio	Required	WKDAY 9a-4p	WKDAY 4p-8p	WKDAY 8p-12a	WKEND 9a-4p	WKEND 4p-12a	NIGHT 12a-9a
MF	29	1.27/du	36.9	<u>45%</u> 16.6	<u>75%</u> 27.6	<u>95%</u> 35.0	<u>75%</u> 27.6	<u>100%</u> 36.9	<u>100%</u> 36.9
Office	5778 sf	1/350 sf	16.5	<u>100%</u> 16.5	<u>40%</u> 6.6	<u>10%</u> 1.7	<u>10%</u> 1.7	<u>5%</u> 0.8	<u>5%</u> 0.8
Civitas I			23	23	21	16	16	16	10
Required				56.1	55.2	52.7	45.3	53.7	47.7
Provided				55.0	55.0	55.0	55.0	55.0	55.0
Excess				-1.1	-0.2	2.3	9.7	1.3	7.3

The shared parking calculation in Table 7 uses a variable parking rate for all the uses in the PUD, including Civitas, and is the table provided on the Site Plan. The parking rate for Civitas was derived from a shared parking calculation for its uses alone, capped at the 23 spaces maximum required for them.

According to the shared calculation, the proposal is just shy of the parking requirements during the daytime. The most critical time is the weekday during workday time slot from 9am-4pm with 56 shared spaces required. The 55 shared spaces provided fall one space short of this, but we argue this will not be an issue and that it is to the city's benefit to allow this.

This proposed PUD benefits from being in an urban environment that allows for walkability and flexibility in parking. Most urban areas do not accommodate all parking for non-residential uses on site. It is convenient to do so, but often not necessary in an urban environment. When urban areas do provide all parking on site, it usually results in disjointed urban space with gaps of surface parking on every block, consuming

valuable land and creating holes in downtowns that suck life and value out of an area. Given that the most critical parking needs are for these non-residential uses during daytime hours we believe the ability to park on the street on any adjacent block renders having all non-residential daytime and evening parking on site less necessary. Accommodating all residential parking on site overnight is of greater importance in an urban area. We have demonstrated the capacity to do this.

We have also conducted a parking study at Azul to determine how much parking really gets used throughout all times of the day. The study utilized the time categories found in the City's Mixed Use Parking Accumulation Factor Table (Table 2.07.00A) in the City Code. The study separated each parking area at Azul into its own sector:

- On-Site Garage Spaces – 18 Spaces
- On-Site Surface Lot – 33 Spaces
- Off-Site Surface Lot – 18 Spaces
- Street Parking on Albany – 9 Spaces
- Street Parking on Dixie – 18 Spaces
- Street Parking on Joan Jefferson – 8 Spaces

We then grouped each parking count for each sector into the time slots found in the City's Mixed-Use Parking Accumulation Table and calculated the average of all the counts as percentages of the total spaces available for each sector. In black row at

the bottom of the table we have identified the City's Residential Requirement for each respective time slot. The results are as follows:

Table 8: Azul Parking Study Results (June 22 - July 24)

Location	Weekday 9a-4p	Weekday 4p-8p	Weekday 8p-12a	Weekend 9a-4p	Weekend 4p-12a	Night 12a-9a
On-Site Lot	40%	73%	91%	55%	69%	
Garage Spaces	56%	79%	94%	63%	83%	
Satellite Lot	55%	52%	83%	63%	81%	
Dixie On-Street	34%	56%	78%	48%	54%	
Albany On-Street	88%	94%	100%	80%	83%	
Joan Jeff. On-Street	73%	90%	100%	68%	91%	
Total	51%	71%	89%	52%	74%	

While Azul is only a residential building and the proposed PUD is mixed use, the parking comparison can be made because 35 of the 104 parking spaces that were built for Azul are in public rights of way and we know that those spaces get used by the public who are visiting downtown, visiting Sunset Bay Marina and Sailor's Return, or parking for the office building across the street on the northwest corner of Joan Jefferson and Albany. So while the building itself may not be mixed use, the parking at Azul serves a mix of uses in the area and does so at no detriment to the residents of Azul.

With that fact in mind, we have found that the parking at Azul comfortably serves the needs at all times of day with room to spare (we have not been able to get counts between 12 am and 9 am at this point). Given what we have found in our study, we argue that a deficit of 1 parking space in our proposal based on the calculation in the code will not present a parking deficit in reality.

Due to the proposed PUD's location in downtown Stuart, there should also be consideration for the amount of public parking in rights of way all throughout the downtown. We counted the total amount of public on-street parking on streets within the distance of one downtown block (270 feet is the block length in this part of

downtown). There are 73 parking spaces within a one-block walk of our property. Those spaces are broken down by location below:

Table 9: Number of Public On-Street Parking Spaces within One-Block

Street Segment	Count
Ocean (Flagler/Denver)	13
Ocean (Denver/Detroit)	6
Ocean (Detroit/Florida)	14
Florida (Ocean/Osceola)	6
Osceola (Detroit/Ocean)	12
Detroit (Ocean/Osceola)	3
Osceola (Denver/Detroit)	10
Denver (Ocean/Osceola)	9
Total	73

This is another reason why we argue that a 1 parking space deficit in the parking calculation in our proposal will not result in a parking deficit in reality.



Figure 1: Area Within Which 73 Public On-Street Parking Spaces Are Within a One-Block Walk of the PUD

Consistency with Comprehensive Plan

The above requests for the applicant's proposal are consistent with the city of Stuart's Residential Development Objective in their Comprehensive Plan. The proposed project is consistent with objectives in Element I of the Comprehensive Plan through its promotion of a more compact development pattern through higher intensities and densities and mixed-use development (Policy A5.1, B1.1, B1.4, C3.4, C3.5, & F1.2), provision of quality design and architecture as a benefit to public space (B3.10 & C3.11), compatibility with existing commercial, office, and residential uses (Policy A5.2 & B3.2), consistency with the existing height limitation (Policy A5.6), and effort to reduce vehicular traffic due to it being a mixed-use project with traditional urban form and setting in an urban location (Policy A6.2, A6.3, A6.5, C3.12, & F1.3). The proposed project is also consistent with objectives in Element III of the Comprehensive Plan through its provision of market-rate units affordable to those in the Moderate and

New Urban Communities

Workforce Income ranges (Policy A2.1), and the provisions of more diverse housing opportunities within the downtown area (Policy A2.6).

Appendix

Table 10: Existing Zoning and Land Use on Adjacent Properties

Adjacent to Property	Use	Zoning	Land Use
Northwest	Office	Urban Center	Downtown
North	Residential	Urban Center	Downtown
West	SE Denver Ave. ROW	N/A	N/A
East	Commercial/Office/Private Residential	Urban Center	Downtown
South	SE Ocean Ave ROW	N/A	N/A

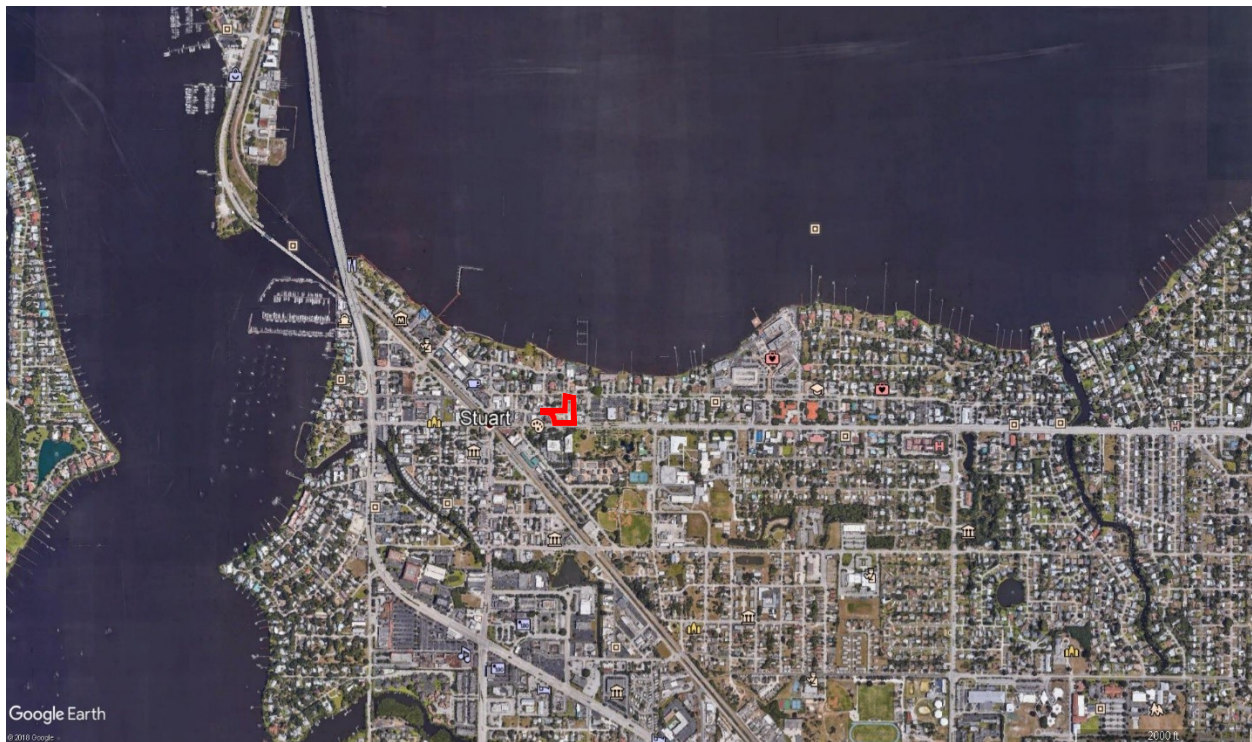


Figure 2: Vicinity Map with Subject Property Location



Figure 3: Aerial of Subject Property

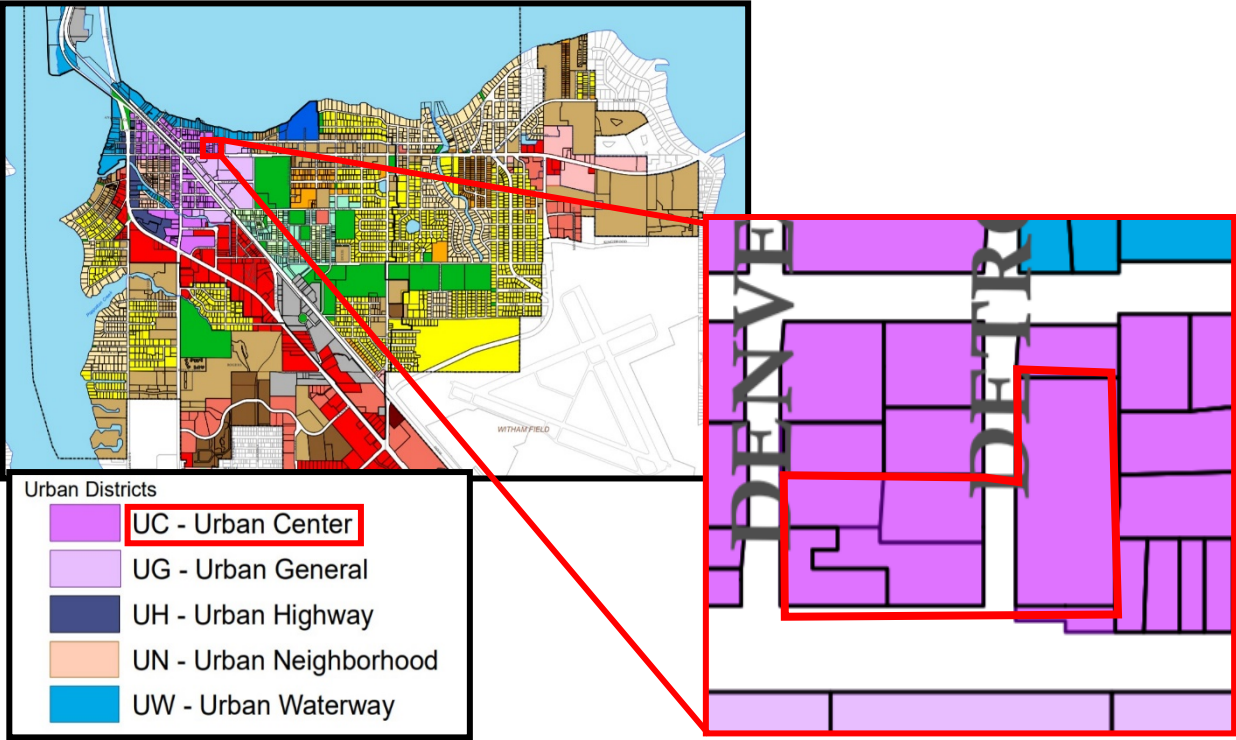


Figure 4: Zoning Map Extract

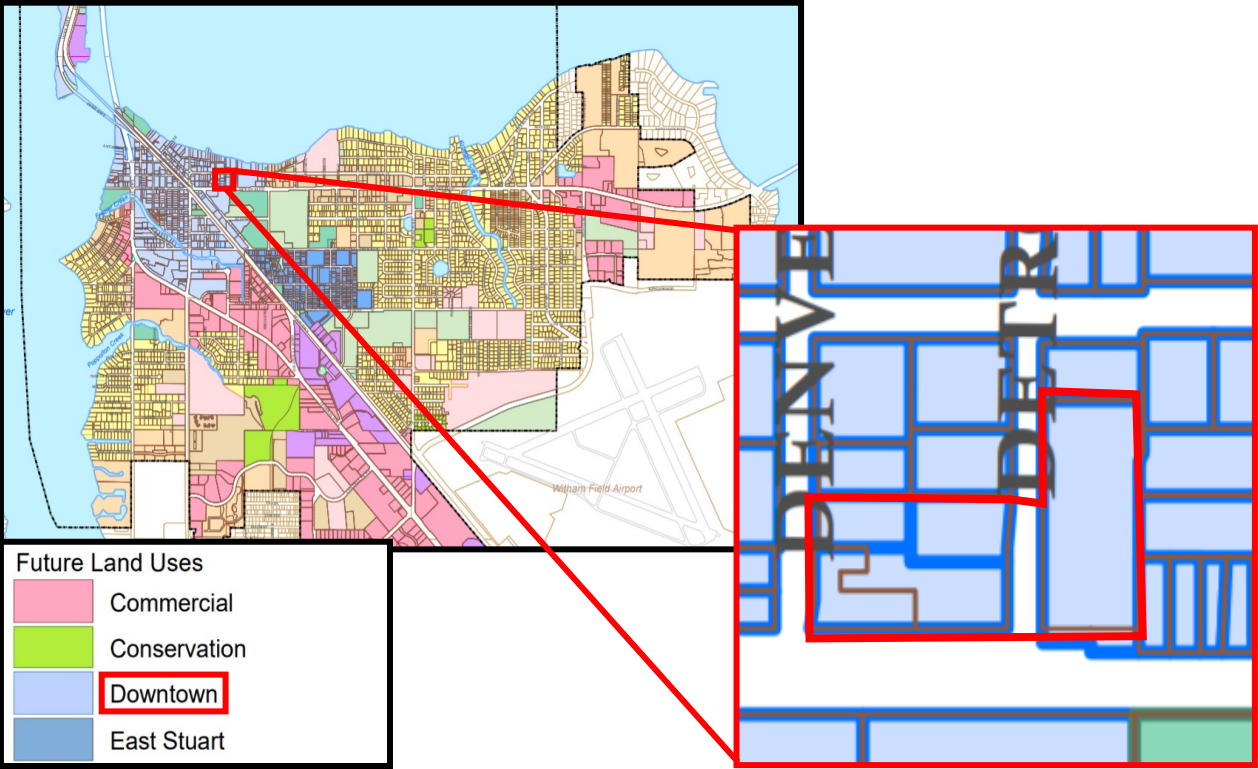


Figure 5: Future Land Use Map Extract

March 25, 2020

Mr. Andrew VanValin
Planning Manager
New Urban Communities
200 Congress Park Drive, Suite 201
Delray Beach, FL 33445

**Re: Courthouse Annex – Stuart, Florida
Traffic Statement – Update**

Dear Andrew:

The Courthouse Annex is a proposed mixed-use development to be located on the north side of SE Ocean Boulevard (County Road A1A), on the east and west sides of SE Detroit Avenue in Stuart, Martin County, Florida. The subject site consists of three (3) parcels with a land area of +/- 1.0525 acres. There are two (2) existing single-family homes on the northernmost parcel while the remaining parcels are generally vacant / undeveloped. Additionally, it is noted that this site is located within the City's Traffic Concurrency Exception Area (TCEA). A project location map is presented in Attachment A to this memorandum.

The proposed development plan consists of 46 residential apartment dwelling units, eight (8) townhome dwelling units and 4,600 square feet of ground floor office space. Vehicular access will be provided via three (3) driveways on SE Detroit Avenue and one (1) driveway on SE Denver Avenue. The purpose of this technical memorandum is to document the trip generation characteristics of the proposed mixed-use development.

Trip Generation Analysis

Consistent with the foregoing description of the existing and proposed development, a trip generation analysis has been conducted utilizing the trip generation rates and equations contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (10th Edition)*. According to the subject ITE manual, the most appropriate land use categories for this analysis are Land Use #210 – Single-Family Detached Housing, Land Use #221 – Multifamily Housing (Mid-Rise)¹, and Land Use #712 – Small Office Building. The trip generation rates and equations used to determine the vehicle trips associated with this analysis are presented below.

Single-Family Detached Housing – ITE Land Use #210

- Daily: $T = 9.44 (X)$
where T = number of trips and X = number of dwelling units
- AM Peak Hour: $T = 0.74 (X)$ (25% in / 75% out)
- PM Peak Hour: $T = 0.99 (X)$ (63% in / 37% out)

¹ The residential apartment buildings will be four (4) stories and the townhome units of this proposed development will be located within three (3) story buildings. As such, these uses are considered to be "mid-rise" with respect to the trip generation analysis.

Multifamily Housing (Mid-Rise) – ITE Land Use #221

- ❑ Daily: $T = 5.45 (X) - 1.75$
where T = number of trips and X = number of dwelling units
- ❑ AM Peak Hour: $\ln(T) = 0.98 \ln(X) - 0.98$ (26% in / 74% out)
- ❑ PM Peak Hour: $\ln(T) = 0.96 \ln(X) - 0.63$ (61% in / 39% out)

Small Office Building – ITE Land Use #712

- ❑ Daily: $T = 16.19 (X)$
where T = number of trips and X = 1,000 square feet of gross floor area
- ❑ AM Peak Hour: $T = 1.92 (X)$ (83% in / 17% out)
- ❑ PM Peak Hour: $T = 2.45 (X)$ (32% in / 68% out)

Table 1 below summarizes the trip generation characteristics associated with the proposed Courthouse Annex development to be located in Stuart, Florida.

Table 1 Trip Generation Analysis Courthouse Annex - Stuart, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing Development</i>								
Single-Family Housing	2 DU	19	0	1	1	1	1	2
Total		19	0	1	1	1	1	2
<i>Proposed Development</i>								
Multi-Family Housing (Mid-Rise)	54 DU	293	5	14	19	15	10	25
Small Office Building	4,600 SF	74	7	2	9	4	7	11
Total		367	12	16	28	19	17	36
Difference (Proposed - Existing)		348	12	15	27	18	16	34

Compiled by: KBP Consulting, Inc. (March 2020).

Source: ITE Trip Generation Manual (10th Edition).

As indicated in Table 1 above, the proposed mixed-use development is estimated to generate 367 daily vehicle trips, 28 AM peak hour vehicle trips (12 inbound and 16 outbound), and 36 PM peak hour vehicle trips (19 inbound and 17 outbound). When compared with the existing single-family dwelling units on this site, this represents an increase of 348 daily vehicle trips, an increase of 27 AM peak hour vehicle trips, and an increase of 34 PM peak hour vehicle trips.

Conclusions

The trip generation analysis for the Courthouse Annex project indicates that the proposed mixed-use development is anticipated to generate 367 daily vehicle trips, 28 AM peak hour vehicle trips (12 inbound and 16 outbound), and 36 PM peak hour vehicle trips (19 inbound and 17 outbound). Given that the site is located within the City's Traffic Concurrency Exception Area (TCEA), the subject project is required to document the trip generation characteristics of the project within a traffic statement and no further traffic analyses are not warranted. Furthermore, a detailed traffic impact study would typically require field traffic counts which are not practical at the current time. And, it may be several months before reliable traffic counts can be obtained in this area which could produce significant delays for this project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

KBP CONSULTING, INC.

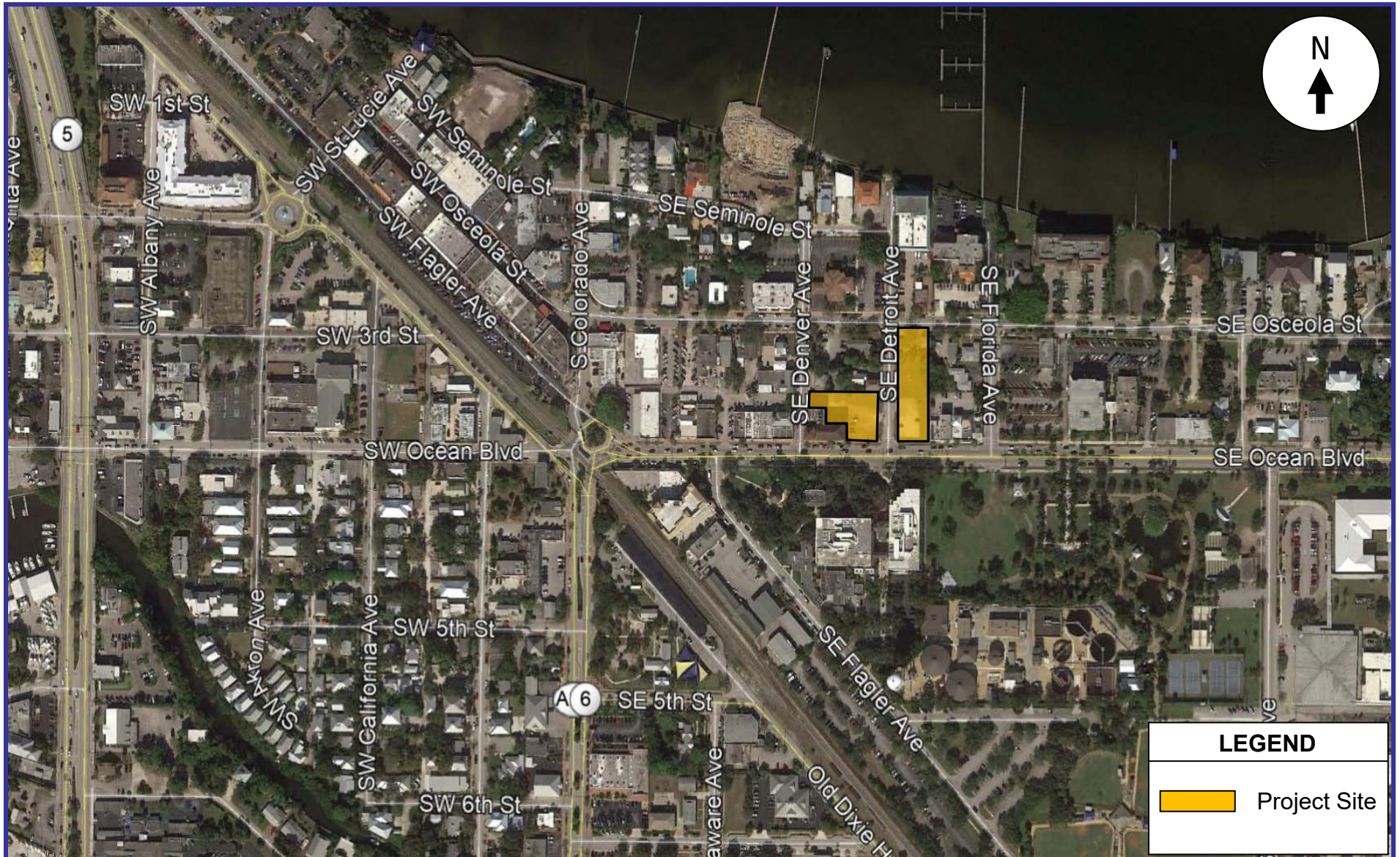
A handwritten signature in blue ink, appearing to read 'Karl B. Peterson', with a stylized flourish at the end.

Karl B. Peterson, P.E.
Florida Registration Number 49897
Engineering Business Number 29939

Attachment A

Courthouse Annex – Stuart, Florida

Project Location Map



KBP
CONSULTING, INC.

Project Location Map

Attachment A
Courthouse Annex
Stuart, Florida

Attachment B

Courthouse Annex – Stuart, Florida

Proposed Site Plan

**STUART COURTHOUSE ANNEX
151 & 199 SE OCEAN BLVD
CITY OF STUART
MARTIN COUNTY, FLORIDA**

**PRELIMINARY
SURFACE WATER MANAGEMENT REPORT**

PREPARED BY:

**PETER WAYNE AQUART, P.E.
CONSULTING CIVIL ENGINEER
FLORIDA P.E. REGISTRATION No. 34176
14032 SW 48 STREET
MIAMI, FLORIDA 33175
PHONE: 561-379-2879 • E-MAIL: paquart@aol.com**

**SEPTEMBER, 2021
Revised: March, 2022**

**PETER WAYNE AQUART, P.E.
FLORIDA P.E. REGISTRATION No. 34176**

Peter Wayne Aquart, State of Florida, Professional Engineer, License No. 34176

This item has been digitally signed and sealed by Peter Wayne Aquart on the date indicated here.

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

PROJECT LOCATION

The subject property is located on the east and west sides of SE Detroit Avenue on the north side of SE Ocean Boulevard in the City of Stuart, Martin County, Florida. The property is in Section 4, Township 38 South, Range 41 East.

EXISTING CONDITIONS

The site comprises 1.063 acres, 0.493 acres east of SE Detroit Avenue and 0.569 acres west of SE Detroit Avenue. The current land use is shown below:

	WEST SIDE	EAST SIDE	TOTAL
TOTAL AREA (Acs.)	0.569	0.493	1.062
Building Area (Acs.)	0.127	0.000	0.127
Impervious Area (Acs.)	0.022	0.053	0.075
Pervious Area (Acs.)	0.420	0.440	0.860

Historically, the site has been occupied by various land uses and at times appears to have been substantially impervious.

There appears to be no stormwater management system currently on the site. The west side generally slopes from the approximate middle of the site east and west toward SE Detroit Avenue and SE Denver Avenue. The east side generally slopes from west to east.

PROPOSED SURFACE WATER MANAGEMENT SYSTEM

The site is proposed to be developed as a mixed use community consisting of residential and commercial uses. The existing building on the west side will remain. The proposed land use is shown below:

	WEST SIDE	EAST SIDE	TOTAL
TOTAL AREA (Acs.)	0.569	0.493	1.063
Building Area (Acs.)	0.292	0.273	0.565
Impervious Area (Acs.)	0.218	0.181	0.399
Pervious Area (Acs.)	0.059	0.040	0.099

The proposed surface water management system will consists of catch basins, storm sewers, and exfiltration trenches. The exfiltration trenches will be sized to retain 3.25 inches of runoff. Runoff in excess of the trench capacity will be retained on the proposed parking lots. Runoff in excess of the sum of the trench capacity and parking lot storage capacity will discharge to the adjacent streets as it currently does.

The exfiltration trenches will provide the required water quality treatment and flood protection for the parking areas. Preliminary sizing calculations are attached.

ATTACHMENT A

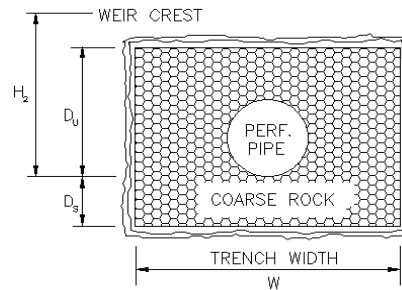
Exfiltration Trench Calculations

WEST SIDE

Site Storage Calculations:

Runoff: 3.25 inches
Site Area: 0.57 Acres
Volume: **1.85 acre-inch**

Soils Conductivity **2.27E-03** cfs/ft-sf head
(Per Report Provided By Nutting)



TRENCH CROSS SECTION

Exfiltration Trench Calculator

V	Volume to be Treated, in Acre-Inches	1.85	Weir Crest	6.3
W	Width of Trench, in Feet	4.00	Water Table Elev.	2
K	Hydraulic Conductivity, in cfs/sf-ft head, (k)	2.27E-03	Top of Trench Elev.	4
H ₂	Depth to Water Table	4.30	Bottom of Trench Elev.	1
D _U	Non-Saturated Trench Depth, in Feet	2.00	Total Trench Depth	3
D _S	Saturated Trench Depth, in Feet	1.00		

$$\text{Length of Trench} = 2 \cdot V / ((K \cdot ((H_2 \cdot W) + (2 \cdot H_2 \cdot D_U) - D_U^2 + (2 \cdot H_2 \cdot D_S))) + (0.000139 \cdot W \cdot D_U))$$

If D_S is greater than D_U or if W is greater than twice the Total Trench Depth, use

$$\text{Length of Trench} = 2 \cdot V / (k \cdot (2 \cdot H_2 \cdot D_U - D_U^2 + (2 \cdot H_2 \cdot D_S)) + (0.000139 \cdot W \cdot D_U))$$

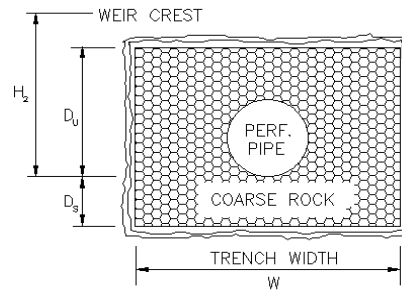
Length Required =	41 Feet	Length Provided =	50 Feet
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EAST SIDE

Site Storage Calculations:

Runoff: 3.25 inches
Site Area: 0.49 Acres
Volume: **1.60 acre-inch**

Soils Conductivity **2.27E-03** cfs/ft-sf head
(Per Report Provided By Nutting)



TRENCH CROSS SECTION

Exfiltration Trench Calculator

V	Volume to be Treated, in Acre-Inches	1.60	Weir Crest	5.8
W	Width of Trench, in Feet	4.00	Water Table Elev.	2
K	Hydraulic Conductivity, in cfs/sf-ft head, (k)	2.27E-03	Top of Trench Elev.	4
H ₂	Depth to Water Table	3.80	Bottom of Trench Elev.	1
D _U	Non-Saturated Trench Depth, in Feet	2.00	Total Trench Depth	3
D _S	Saturated Trench Depth, in Feet	1.00		

$$\text{Length of Trench} = 2 \cdot V / ((K \cdot ((H_2 \cdot W) + (2 \cdot H_2 \cdot D_U) - D_U^2 + (2 \cdot H_2 \cdot D_S))) + (0.000139 \cdot W \cdot D_U))$$

If DS is greater than DU or if W is greater than twice the Total Trench Depth, use

$$\text{Length of Trench} = 2 \cdot V / (k \cdot (2 \cdot H_2 \cdot D_U - D_U^2 + (2 \cdot H_2 \cdot D_S)) + (0.000139 \cdot W \cdot D_U))$$

Length Required =	41 Feet	Length Provided =	48 Feet
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ATTACHMENT B

Report of Exfiltration Tests

Report of Exfiltration Test

Client: New Urban Communities Order No 154.7
 Project: Courthouse Annex Report No 1
 Location: SE Ocean Boulevard and Detroit Avenue Date: 7/26/21
Stuart, Florida
 Test: Usual Open Hole Exfiltration Test
 Surface Elevation: Approx. @ Road Crown Water table from ground surface: >6'
 Casing Diameter: 6"
 Tube Depth: 6'

Hydraulic Conductivity (K) = 2.27×10^{-3} cfs/ft²ft.head

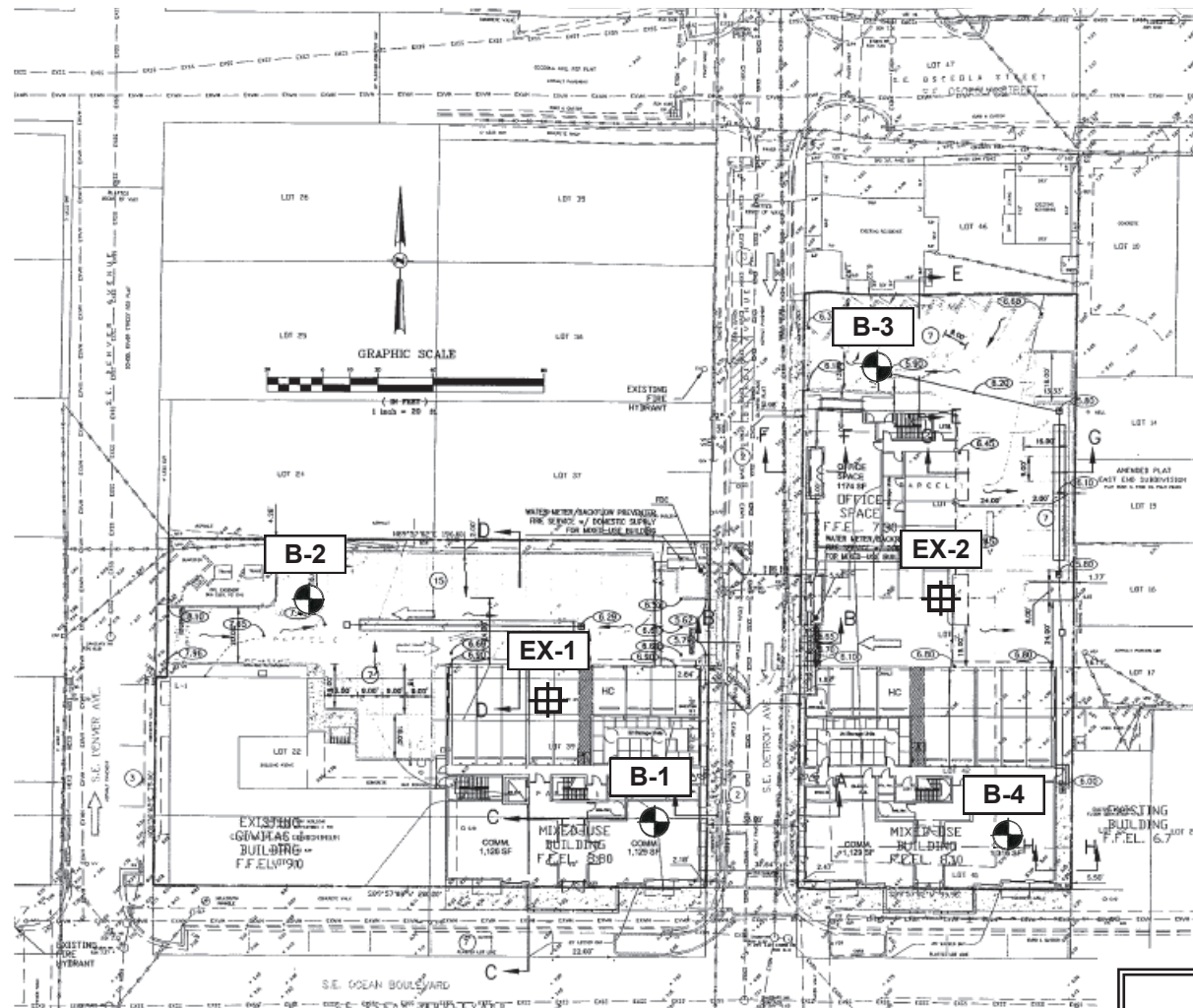
EXFIL NO. 1		One Minute Increme	Pump Rate in Gal/Min
Sample Location: <u>Approx. as located on site plan.</u>		1	30+
		2	30+
		3	30+
		4	30+
		5	30+
		6	30+
		7	30+
		8	30+
		9	30+
		10	30+
Material:	0-6' Gray fine SAND		

Report of Exfiltration Test

Client: New Urban Communities Order No 154.7
 Project: Courthouse Annex Report No 2
 Location: SE Ocean Boulevard and Detroit Avenue Date: 7/26/21
Stuart, Florida
 Test: Usual Open Hole Exfiltration Test
 Surface Elevation: Approx. @ Road Crown Water table from ground surface: >6'
 Casing Diameter: 6"
 Tube Depth: 6'

Hydraulic Conductivity (K) = 2.27×10^{-3} cfs/ft²ft.head

EXFIL NO. 2		One Minute Increme	Pump Rate in Gal/Min
Sample Location: <u>Approx. as located on site plan.</u>		1	30+
		2	30+
		3	30+
		4	30+
		5	30+
		6	30+
		7	30+
		8	30+
		9	30+
		10	30+
Material:	0-6' Gray fine SAND		



EXFILTRATION TEST LOCATION



PROJECT NO. 154.7

GEOTECHNICAL EXPLORATION
— *Not to Scale* —

Page 157 of 237

**REPORT OF
GEOTECHNICAL INVESTIGATION**

**COURTHOUSE ANNEX
PROPOSED MIXED-USED/RESIDENTIAL DEVELOPMENT
SE OCEAN BOULEVARD AND SE DETROIT AVENUE
STUART, FLORIDA**

FOR

**NEW URBAN COMMUNITIES
200 CONGRESS PARK DRIVE
SUITE 201
DELRAY BEACH, FLORIDA 33445**

PREPARED BY

**NUTTING ENGINEERS OF FLORIDA, INC.
615 SW BILTMORE STREET
PORT ST. LUCIE, FLORIDA 34983**

ORDER NO. 154.7

AUGUST 2021

August 11, 2021

Mr. Oscar Sugranes
New Urban Communities
200 Congress Park Drive, Suite 201
Delray Beach, Florida 33445
Phone: 561-279-8706 Email: osugranes@newurbancommunities.com

Subject: Report of Geotechnical Exploration
Courthouse Annex
Proposed Mixed Use/Residential Development
SE Ocean Boulevard and SE Detroit Avenue
Stuart, Florida

Dear Mr. Sugranes:

NUTTING ENGINEERS OF FLORIDA, INC. has performed a Geotechnical Exploration at the above referenced project in accordance with written authorization to proceed provided New Urban Communities dated July 13, 2021. Included in the report are our observations, results of our exploration, analysis, and recommendations for the proposed development.

The purpose of this exploration was to evaluate the subsurface soil and groundwater conditions in order to determine the most appropriate foundation system for the proposed construction and provide design level information to the design Engineers and Architects to formulate design criteria.

Thank you for providing us the opportunity to be a part of your team for this project. If you have any questions or require further assistance, please contact us at your convenience.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.



Christopher E. Gworek, P.E.
Senior Engineer

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- TEST BORING RECORDS
- EXFILTRATION TEST RESULTS
- SOIL CLASSIFICATION CRITERIA/LIMITATIONS OF LIABILITY

INTRODUCTION

Project Authorization

NUTTING ENGINEERS OF FLORIDA, INC. has conducted a geotechnical exploration per your authorization for the proposed development located in Stuart, Martin County, Florida. Our work was completed in general accordance with our proposal and written authorization by your office dated July 13, 2021. This report details the proposed multi-family development that may occur at the site along with roadways and possible onsite ancillary structures that may be constructed for the project.

Purpose and Scope

The purpose of this exploration was to obtain information concerning the subsurface conditions throughout the site in order to evaluate the most appropriate foundation systems for the proposed construction. We have also provided site preparation and foundation design recommendations for support of the proposed construction and provided information for the design Engineers and Architects to formulate foundation design criteria. The scope of services included performing field reconnaissance, review of available subsurface test data, such as the soil survey of Martin County, conducting field geotechnical explorations, and providing an engineering report.

Project Information

Based on discussions with representatives of your office along with review of site plans, we understand that it is proposed to clear the two vacant lots located at the NW and NE corner of the intersection of SE Ocean Boulevard and SE Detroit Avenue for the development of two, mixed-use residential buildings. Plans indicate that two, four-story mixed-use buildings are proposed to be constructed at the sites. The ground floor will consist of covered parking and commercial/office spaces along with residential storage spaces, while the second through fourth floor will consist of residential units. In addition, other ancillary structures (dumpster enclosure, etc..) will be constructed. Associated asphalt/concrete paved parking lots, sidewalks, and driveways are also planned to be constructed.

We note that because project information is still in the conceptual phase, some construction information may change prior to development, and structural loads were not known at the time of this report; **therefore, all recommendations presented herein are in nature and will need to be confirmed once project information is more finalized.** It is anticipated that the buildings will consist of concrete block construction and are preferred to be supported upon a shallow foundation system. We anticipate that there will be no below grade floor slabs proposed for this project.

At the time of this report structural information was not provided to our office. Utilizing similar project information our office has estimated approximate structural loads for the buildings. We note that the loading conditions estimated herein are estimates only and may differ from actual loads. A structural engineer will need to be retained to determine actual loading conditions for the planned construction.

Proposed Construction Elevations

Present site grades were not provided to our office; however, site elevations were found to be relatively uniform within the site. Based on this along with surrounding structures it is estimated that final grades will be approximately one to three feet above existing site elevations; however, present standing water conditions within the northeastern section of the site suggests that more fill may be required specifically within this area. We note that final building pad elevations shall be determined by a professional architect, civil engineer, or other qualified party.

NE should be notified in writing by the client of any changes in the proposed construction along with a request to amend our foundation analysis and/or recommendations within this report as appropriate

SITE DESCRIPTION

Site Location

The approximate sites, which are mostly rectangular-shaped, are located in Stuart, Martin County, Florida. A vicinity/boring location map delineating the subject property is presented in the Appendix of this report as Figure 1. The sites are bounded by residential/commercial development to the north, south, and east along with roadways (SE Detroit Avenue, SE Ocean Boulevard, and SE Denver Avenue) to the south, east, and west.

Site Characteristics and Current Conditions

The site is currently vacant land with low-lying vegetation (grass) to the north and south, with some asphalt/concrete pavement section on the eastern parcel to the south of the property.

SUBSURFACE EXPLORATION

Field Exploration

The exploration of subsurface conditions included the performance of limited Standard Penetration Test (SPT) borings, exfiltration tests, and review of the St. Lucie County Soil Survey Maps. We note that our exploration was performed within areas that could be safely accessed with truck mounted drilling equipment.

Nutting Engineers of Florida, Inc. was requested to perform a total of four Standard Penetration Test (SPT) borings (ASTM D-1586) to depths of forty to fifty feet in estimated locations of the proposed buildings. Due to the central core of heavy vegetation within the property, only fifteen test borings could actually be performed. The estimated boring locations are marked on the boring location plan included in the appendix section of this report and provided by your office. Standard Penetration Tests were performed continuously for 10 feet at each boring with successive sampling at 5-foot intervals thereafter. The number of successive blows (2^{na} and 3rd blow count) required to drive the sampler into the soil constitutes the test result commonly referred to as the "N" value. The "N" value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive soils.

Representative samples collected from the SPT borings were visually reviewed in the laboratory by a geotechnical engineer to confirm the field classifications. The samples were then classified in general accordance with industry standards. We note that the locations of the test borings are estimated using available onsite surface controls and should be considered approximate at best and their actual locations would need to be verified by a licensed surveyor.

In addition, two 'Usual Open-Hole' exfiltration tests were. The tests were performed in accordance with South Florida Water Management District specifications. The exfiltration tests were completed to depths of six feet.

GENERALIZED SUBSURFACE CONDITIONS

Soil Survey Map Review

As part of the geotechnical exploration, we have reviewed available Natural Resources Conservation Service (NRCS) online soil survey map for Martin County. The USDA online NRCS mapping provides qualitative information about potential general shallow soil conditions in the project vicinity. This information was derived from approximately 6 ft. deep manual auger borings, aerial photo, and surface feature interpretation at some point in the past. The NRCS data may or may not reflect actual current site conditions. As indicated in the online Soil Survey Mapping at the time the survey was conducted, one soil series exist within the subject property. The soil type is outlined below.

Jonathan Sand

These soils can be described as a moderately well drained, slowly to very slowly permeable soils that formed in thick beds of sandy marine sediment. These nearly level to gently sloping soils are on slightly elevated knolls and ridges in flatwood areas. We note that the soil surveys were typically penetrated to a depth of approximately six feet.

Test Boring Results

The test borings typically recorded a surficial loose to medium dense light gray to brown sand in the upper fifteen feet, underlain by medium dense light brown to brown sand to a depth of fifty feet, the maximum depth explored. Please see the enclosed soil classification sheet in the Appendix of this report for additional important information regarding these descriptions, the field evaluation and other related information.

Note: Substantially different subsurface conditions may exist at other areas of the site. Buried debris may or may not be identified or adequately delineated by soil borings. Test pit excavation can provide more insight into such conditions and rock lithology if present. Such conditions may be revealed during site development activities (e.g., proof rolling, utility & foundation excavation activities) or other related activities. Should additional assurance be desired by the client, further subsurface investigation could be performed.

Exfiltration Test Results

Two 'Usual Open-Hole' exfiltration tests were performed in accordance with South Florida Water Management District (SFWMD) specifications to depths of six feet below the existing ground surface. The tests were performed in order to determine the hydraulic conductivity of the in situ subsurface soils to evaluate drainage requirements for the project. The hydraulic conductivity values were determined to be approximately 2.27×10^{-3} cubic feet per second, per square foot, per foot of head at the specific locations tested. Detailed soil descriptions and flow rates are presented in the Appendix.

Groundwater Conditions

The immediate groundwater level is typically measured at the test boring and exfiltration test, locations at the time of exploration. The groundwater level was encountered at depths varying from approximately four and a half to seven and a half below existing grades at the time of exploration.

The immediate depth to groundwater measurements presented in this report may not provide a reliable indication of stabilized or a more long-term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data should not be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request. Additional evaluation might include monitoring of piezometers, survey of the project area for evidence of current groundwater elevation influences such as wellfields, obvious construction dewatering, tidal activity, flood control canals and other surface water bodies.

ANALYSIS AND RECOMMENDATIONS

The recommendations reported herein are based upon the known project information at this time. Once additional design information becomes available along with discussions with all interested parties in order to determine the best method of construction, additional comprehensive geotechnical exploration, and/or analysis may be required. Foundation recommendations may change dependent upon final design information provided and the results of the additional field-testing and/or analysis.

Foundation Design Analysis - Proposed Four-Story Structures

Based on the borings performed for this project, surficial loose to medium dense sands exist within the soil profile from the ground surface to a depth of fifty feet, the maximum depth explored. Construction of the proposed four-story buildings and other related ancillary structures may be supported upon a conventional shallow foundation system. Once the site is successfully prepared in accordance with the recommendations presented in this report, the site may be developed with the proposed four-story structures using a shallow foundation system designed for an allowable soil bearing pressure of 3,000 pounds per square foot.

Once plans are finalized for the proposed construction, a copy should be provided to Nutting Engineers for review to determine whether additional details or changes to our recommendations are warranted. All work should be completed in accordance with applicable building codes, other regulations as appropriate, and good standard local practice.

For the four-story structures we recommend a minimum width of 24 inches for continuous footings and 30 inches for individual footings, even though the soil bearing pressure may not be fully developed in all cases. We recommend that the bottom of footings be at least 12 inches below the lowest adjacent finished grade.

It is our opinion that the floor slab system may be constructed as a slab on grade. We recommend that a vapor barrier be placed between the soil and concrete. We also recommend that the reinforcing steel mesh be placed at the approximate center of the slab for tensile support.

Settlement Analysis - Four-Story Structures

We performed a settlement evaluation based upon a hypothetical improved soil profile following completion of the compaction using a moderately sized vibratory compactor for the construction. This method should improve the soils to provide an allowable bearing capacity of 3,000 pounds per square foot. It was estimated that upon proper completion, long-term total settlements should be on the order of approximately one inch. Differential settlements should be approximately one-half of the total settlement. Most of this settlement should occur upon the application of the dead load during construction.

In order to maintain the calculated settlement throughout the life of the structures it would be necessary to grade the site such that stormwater is directed away from the foundations. Any ponding nearby/adjacent to walls and foundations should be avoided.

GENERAL EARTHWORK RECOMMENDATIONS

We note that the recommendations presented herein require the use of a vibratory roller for the site preparation activities. If vibratory action cannot be performed, then it will be necessary to perform an undercut and compaction site preparation operation. Our office must be notified in writing regarding this condition in order to provide appropriate alternative site preparation recommendations. Based on soil conditions the undercut may be required to be as much as three feet; however, further review would be required at that time.

Site Preparation - Four-Story Structures

The general building pad clearing will consist of the removal of trees with complete root bulbs, surficial organic soils, debris and roots from the clearing operations, and any unsuitable soils as determined by the Geotechnical Engineer will need to be completely removed within the construction area and to a lateral distance of at least 5 feet beyond the footprint limits and potentially further based upon depth. A Nutting Engineer's representative should be present to observe that the stripping operations are performed as we have discussed herein.

Upon approval by the geotechnical engineer, the stripped surface (no fill added at this time) should then be compacted with at least 20 overlapping passes of a vibratory compactor having a minimum dynamic force of 20 tons operated no faster than at a slow walking pace. The roller coverages should be equally divided into two perpendicular directions. The soils should be at an acceptable moisture content to allow for proper compaction. The compaction operations must be observed by a representative of Nutting Engineers.

In addition, the surface should also be compacted until a density equivalent to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557) is achieved to a depth of at least 12 inches below the compacted surface.

Fill Placement - General

New fill materials must be placed under engineering supervision of a Geotechnical Engineer. The fill should be inorganic granular soils free from deleterious materials and approved by our firm. The fill should be placed in lifts of no greater than 12 inches thick, and each lift should be compacted to 98% of the maximum dry density as determined by the Modified Compaction Test (ASTM D1557).

In restricted areas where a small compactor must be used, the lift thickness should be reduced to 6 inches, as directed by the inspecting Geotechnical Engineer. Backfill placed adjacent to the foundations should be compacted to at least 95% of the ASTM D-1557 maximum dry density.

Backfill behind walls should be approved sand fill as indicated previously and should be placed in loose Lifts not exceeding 12 inches in thickness and should be compacted to minimum dry density of between 92% and 95% of the maximum modified Proctor dry density using small vibratory compaction equipment. Overcompaction in these areas should be avoided. The walls should be temporarily braced during compaction to prevent overstressing of the walls.

Following site and building pad construction as discussed above, the foundation area should be excavated, and the footings formed. The bottom of foundation excavations should be compacted after excavation to develop a minimum density requirement of 98 percent of the maximum modified Proctor dry density, for a minimum depth of one foot below the bottom of the footing depth, as determined by field density compaction tests. The floor slab area should also be compacted in the same manner.

Ground Water Control

The water table varied in general from four and a half to seven and a half feet below existing grades at the site. It is anticipated that final construction elevations will be located well above the groundwater table; however, groundwater control may be needed for shear walls, elevator pits and/or other deep excavation areas for development of the site/buildings. The contractor should anticipate performing necessary dewatering measures in order to control the water table during construction. Depending upon final footing location a full-time dewatering system may need to be employed in order to construct the footings for the deep shearwall or elevator foundations for the buildings.

Dewatering design should be performed by a specialist knowledgeable of local conditions. We note that this was beyond the scope of services at this stage of the project.

Design Parameters

Estimated design geotechnical soil parameters were developed from the results of the test borings. The following table summarizes our recommendations for the soil parameters and the lateral active and at rest pressure coefficients to be utilized for construction. The design of the support system shall include hydrostatic pressure acting on walls or footings at the highest anticipated water level during construction, and/or design life of the structure.

SUMMARY OF DESIGN GEOTECHNICAL PARAMETERS

DEPTH (FEET)	SPT N- VALUE RANGE (Average)	SOIL UNIT WEIGHT (PCF)		ANGLE OF INTERNAL FRICTION (DEGREES)	EARTH PRESSURE COEFFICIENT	
		SATURATED	SUB- MERGED		ACTIVE (K _a)	PASSIVE (K _p)
0-10	2 - 26	115	53	30	0.33	3.0

Excavation Requirements

Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements. Materials removed from any excavation should not be stockpiled immediately adjacent to the open excavation as this load may cause a sudden collapse of the sidewalls.

In October of 1989, as published in the Federal Registrar, Volume 54, No. 209, the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its; "Construction Standards for excavations, 29CFR part 1926, subpart P".

It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom.

PAVEMENTS

Provided below are general pavement recommendations beyond the footprints of buildings and parking garages. **The project Civil Engineer should review the report information in order to provide final pavement design specifications.**

For asphalt pavement, the areas should be compacted to a minimum of 98 percent of the modified Proctor maximum dry density to a depth of at least 12 inches below the subgrade level. We recommend that stabilized subgrade having a minimum Limerock Bearing Ratio (LBR) of 40 be placed to a depth of approximately one foot below the base course. The base course will range from approximately 6 to 8 inches and should have a minimum LBR of 100.

Where concrete pavement is used, a minimum concrete pavement thickness of 6 inches is recommended for the standard and heavy-duty pavement design. The minimum thickness is based upon concrete with a compressive strength of 3,000 psi. The pavement section should bear on properly compacted subgrade similar to asphalt pavement sections discussed in the paragraph above.

We can provide more detailed pavement design recommendations including material types and thicknesses. However, it would be necessary to provide us with the anticipated traffic loading characteristics and pavement design life. We note that material will need to be imported in order to develop the base and subbase course sections for the proposed pavement.

GENERAL INFORMATION

Our client for this geotechnical evaluation was:

Mr. Oscar Sugranes
New Urban Communities
200 Congress Park Drive, Suite 201
Delray Beach, Florida 33445

The contents of this report are for the exclusive use of the client, the client's design & construction team and governmental authorities for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of Nutting Engineers of Florida, Inc. This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination are beyond our scope of service for this project. As such, this report should not be used or relied upon for evaluation of environmental issues.

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is moved from the location investigated, this office shall be notified immediately so that the condition or change can be evaluated, and appropriate action taken.

The vibratory compaction equipment may cause vibrations that could be felt by persons within nearby buildings and could potentially induce structural settlements. Additionally, preexisting settlements may exist within these structures that could be construed to have been caused or worsened by the proposed vibratory compaction after the fact. Pre- and post-conditions surveys of these structures along with the vibration monitoring during vibratory compaction could be performed to better evaluate this concern.

The contractor should exercise due care during the performance of the vibratory compaction work with due consideration of potential impacts on existing structures. If potential vibrations and impacts are not considered tolerable, then alternate foundation modification techniques should be considered.

Nutting Engineers of Florida, Inc. (NE), recommends that we be contracted to provide input to the design team and owner during the foundation and earthwork design process and that we review final foundation drawings and specifications to verify that our report recommendations and design intent have been properly implemented. NE shall also perform testing and inspections during the earthwork and foundation construction as recommended in this report. If NE is not engaged to perform these services as detailed herein, the Client agrees that NE shall bear no liability for the interpretation, implementation of our report, its recommendations and/or inspection and testing services as described in this report if implemented by others.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

We appreciate the opportunity to provide these services for you. If we can be of any further assistance, or if you need additional information, please feel free to contact us.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

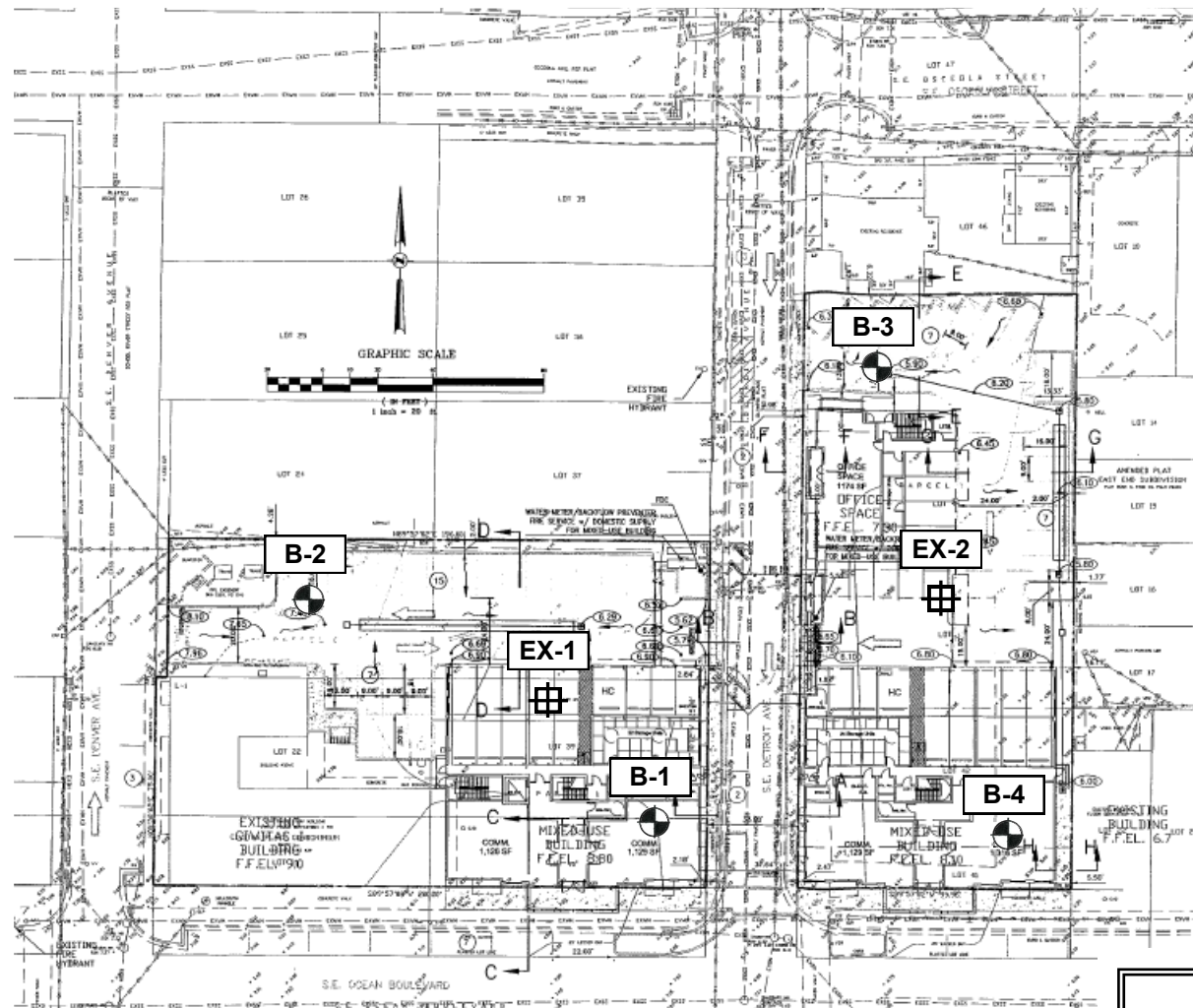
Christopher E. Gworek, P.E. #69947
Senior Engineer


Richard C. Wohlfarth, P.E.
Director of Engineering

APPENDICES

FIGURES

BORING/EXFILTRATION LOCATION PLAN



- LEGEND -

 **TEST BORING LOCATION**

 **EXFILTRATION TEST LOCATION**



New Urban Communities
Courthouse Annex
SE corner of Ocean Boulevard and Detroit Avenue
Stuart, Florida

PROJECT NO. 154.7

APPROXIMATE
TEST LOCATION
PLAN

GEOTECHNICAL EXPLORATION
— *Not to Scale* —

FIG. 1

TEST BORING RECORDS



1310 Neptune Drive
Boynton Beach, FL 33426
Telephone: (561) 736-4900
Fax: (561) 737-9975

BORING NUMBER B-1 @ 151

PAGE 1 OF 2

PROJECT NUMBER 154.7
CLIENT New Urban Communities PROJECT NAME Courthouse Annex
PROJECT LOCATION SE Ocean Boulevard and Detroit Avenue, Stuart, Florida

DATE STARTED 7/26/21 COMPLETED 7/26/21 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY T. Donovan CHECKED BY C. Gworek ☒ AT TIME OF DRILLING 7.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan @ 151 SE Ocean Blvd.

TEST NUTTING BOREHOLE 3-154.7 NEW COMMUNITIES - COURTHOUSE ANNEX SE OCEAN BOULEVARD AND DETROIT AVENUE STUART GPJ GINT US.GDT 7/30/21

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
0						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
		Lt. gray fine SAND	AU 1						
			AU 2						
5			SS 3	3-3-3-4	6	▲			
		Brown fine SAND	SS 4	4-3-2-1	5	▲			
		Lt. brown fine SAND	SS 5	1-1-1-2	2	▲			
10			SS 6	1-2-2-2	4	▲			
		Gray fine SAND	SS 7	2-2-2-2	4	▲			
15									
			SS 8	2-2-3-5	5	▲			
20									
			SS 9	10-13-13-15	26			▲	
25									
		Brown fine SAND	SS 10	5-5-7-7	12	▲			
30									
		Lt. brown fine SAND	SS 11	5-10-11-9	21			▲	
35									

(Continued Next Page)



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 Fax: (561) 737-9975

BORING NUMBER B-1 @ 151

PAGE 2 OF 2

PROJECT NUMBER 154.7

CLIENT New Urban Communities

PROJECT NAME Courthouse Annex

PROJECT LOCATION SE Ocean Boulevard and Detroit Avenue, Stuart, Florida

TEST NUTTING BOREHOLE 3-154.7 NEW COMMUNITIES - COURTHOUSE ANNEX SE OCEAN BOULEVARD AND DETROIT AVENUE STUART GPJ GINT US GDT 7/30/21

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
35		Lt. brown fine SAND (<i>continued</i>)							
		Gray fine SAND	X SS 12	3-4-9-12	13	▲			
40									
			X SS 13	4-4-7-9	11	▲			
45									
		Lt. brown LIMESTONE	X SS 14	50/4"	100+				
		Bottom of hole at 48.3 feet.							>>▲



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Fax: (561) 737-9975

BORING NUMBER B-1 @ 199

PAGE 1 OF 2

PROJECT NUMBER 154.7
CLIENT New Urban Communities PROJECT NAME Courthouse Annex
PROJECT LOCATION SE Ocean Boulevard and Detroit Avenue, Stuart, Florida

DATE STARTED 7/27/21 COMPLETED 7/27/21 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY T. Donovan CHECKED BY C. Gworek ∇ AT TIME OF DRILLING 4.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan @ 199 SE Ocean Blvd.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
0						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
		Lt. gray fine SAND	AU 1						
			AU 2						
5	∇		SS 3	6-7-7-7	14		▲		
			SS 4	4-8-12-16	20		▲		
		Brown fine SAND	SS 5	9-12-14-20	26			▲	
10			SS 6	9-10-12-14	22		▲		
			SS 7	6-8-12-13	20		▲		
15									
		Lt. brown fine SAND	SS 8	6-8-12-13	20		▲		
20									
			SS 9	8-8-12-13	20		▲		
25									
			SS 10	9-10-16-13	26			▲	
30									
			SS 11	3-6-4-3	10		▲		
35									

(Continued Next Page)



1310 Neptune Drive
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BORING NUMBER B-2 @ 151

PAGE 1 OF 2

PROJECT NUMBER 154.7
CLIENT New Urban Communities PROJECT NAME Courthouse Annex
PROJECT LOCATION SE Ocean Boulevard and Detroit Avenue, Stuart, Florida

DATE STARTED 7/26/21 COMPLETED 7/26/21 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY T. Donovan CHECKED BY C. Gworek ☒ AT TIME OF DRILLING 6.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan @ 151 SE Ocean Blvd.

TEST NUTTING BOREHOLE 3-154.7 NEW COMMUNITIES - COURTHOUSE ANNEX SE OCEAN BOULEVARD AND DETROIT AVENUE STUART GPJ GINT US GDT 7/30/21

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
						20	40	60	80
0						□ FINES CONTENT (%) □			
						20	40	60	80
		Gray fine SAND, some limestone fragments	AU 1						
		Lt. gray fine SAND	AU 2						
5			SS 3	6-5-6-5	11		▲		
		▽ Brownish gray fine SAND	SS 4	3-3-4-7	7	▲			
			SS 5	6-7-11-13	18			▲	
10		Brown fine SAND	SS 6	9-11-12-15	23			▲	
			SS 7	8-8-9-10	17		▲		
15									
			SS 8	5-7-12-15	19			▲	
20									
		Lt. brown fine SAND	SS 9	9-9-12-11	21			▲	
25									
			SS 10	8-9-11-12	20			▲	
30									
			SS 11	3-4-3-5	7	▲			
35									

(Continued Next Page)



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BORING NUMBER B-2 @ 199

PAGE 1 OF 2

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CLIENT New Urban Communities PROJECT NAME Courthouse Annex
PROJECT LOCATION SE Ocean Boulevard and Detroit Avenue, Stuart, Florida

DATE STARTED 7/27/21 COMPLETED 7/27/21 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY T. Donovan CHECKED BY C. Gworek ☒ AT TIME OF DRILLING 4.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan @ 199 SE Ocean Blvd.

TEST NUTTING BOREHOLE 3-154.7 NEW COMMUNITIES - COURTHOUSE ANNEX SE OCEAN BOULEVARD AND DETROIT AVENUE STUART GPJ GINT US GDT 7/30/21

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL	MC	LL	
0						20	40	60	80
						□ FINES CONTENT (%) □			
						20	40	60	80
		Brown fine SAND, some asphalt	AU 1						
		Lt. gray fine SAND	AU 2						
5		Gray fine SAND, some root	SS 3	6-5-5-6	10	▲			
		Lt. gray fine SAND	SS 4	3-6-10-13	16		▲		
10		Brown fine SAND	SS 5	7-7-11-13	18		▲		
			SS 6	7-8-9-9	17		▲		
15			SS 7	5-6-7-5	13		▲		
20			SS 8	6-5-9-9	14		▲		
25			SS 9	7-7-8-18	15		▲		
30			SS 10	5-8-12-13	20			▲	
35			SS 11	6-7-8-10	15			▲	

(Continued Next Page)

EXFILTRATION TEST RESULTS

Report of Exfiltration Test

Client:	<u>New Urban Communities</u>	Order No	<u>154.7</u>
Project:	<u>Courthouse Annex</u>	Report No	<u>1</u>
Location:	<u>SE Ocean Boulevard and Detroit Avenue</u>	Date:	<u>7/26/21</u>
	<u>Stuart, Florida</u>		
Test:	<u>Usual Open Hole Exfiltration Test</u>		
Surface Elevation:	<u>Approx. @ Road Crown</u>	Water table from ground surface:	<u>>6'</u>
Casing Diameter:	<u>6"</u>		
Tube Depth:	<u>6'</u>		

Hydraulic Conductivity (K) = 2.27×10^{-3} cfs/ft²ft.head

EXFIL NO. 1		One Minute Increme	Pump Rate in Gal/Min
Sample Location: <u>Approx. as located on site plan.</u>		1	30+
		2	30+
		3	30+
		4	30+
		5	30+
		6	30+
		7	30+
		8	30+
		9	30+
		10	30+
Material:	0-6' Gray fine SAND		

Report of Exfiltration Test

Client: New Urban Communities Order No 154.7
 Project: Courthouse Annex Report No 2
 Location: SE Ocean Boulevard and Detroit Avenue Date: 7/26/21
Stuart, Florida
 Test: Usual Open Hole Exfiltration Test
 Surface Elevation: Approx. @ Road Crown Water table from ground surface: >6'
 Casing Diameter: 6"
 Tube Depth: 6'

Hydraulic Conductivity (K) = 2.27×10^{-3} cfs/ft²ft.head

EXFIL NO. 2		One Minute Increme	Pump Rate in Gal/Min
Sample Location: <u>Approx. as located on site plan.</u>		1	30+
		2	30+
		3	30+
		4	30+
		5	30+
		6	30+
		7	30+
		8	30+
		9	30+
		10	30+
Material:	0-6' Gray fine SAND		

SOILS CLASSIFICATION CRITERIA

LIMITATIONS OF LIABILITY

LIMITATIONS OF LIABILITY

WARRANTY

We warrant that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. **No other warranties, expressed or implied, are made.** While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. **Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. **The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.

SOIL AND ROCK CLASSIFICATION CRITERIA

SAND/SILT

N-VALUE (bpf)	RELATIVE DENSITY
0 – 4	Very Loose
5 – 10	Loose
11 – 29	Medium
30 – 49	Dense
>50	Very dense
100	Refusal

CLAY/SILTY CLAY

N-VALUE (bpf)	UNCONFINED COMP. STRENGTH (tsf)	CONSISTENCY
<2	<0.25	v. Soft
2 – 4	0.25 – 0.50	Soft
5 – 8	0.50 – 1.00	Medium
9 – 15	1.00 – 2.00	Stiff
16 – 30	2.00 – 4.00	v. Stiff
>30	>4.00	Hard

ROCK

N-VALUE (bpf)	RELATIVE HARDNESS	ROCK CHARACTERISTICS
$N \geq 100$	Hard to v. hard	Local rock formations vary in hardness from soft to very hard within short vertical and horizontal distances and often contain vertical solution holes of 3 to 36 inch diameter to varying depths and horizontal solution features. Rock may be brittle to split spoon impact, but more resistant to excavation.
$25 \leq N \leq 100$	Medium hard to hard	
$5 \leq N \leq 25$	Soft to medium hard	

PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76 mm to 3 in.
Sand	0.074 mm to 4.76 mm
Silt	0.005 mm to 0.074 mm
Clay	<0.005 mm

DESCRIPTION MODIFIERS

0 – 5%	Slight trace
6 – 10%	Trace
11 – 20%	Little
21 – 35%	Some
>35%	And

Major Divisions		Group Symbols	Typical names	Laboratory classification criteria	
Coarse-grained soils (More than half of material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Not meeting all gradation requirements for GW
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines	
		Gravels with fines (Appreciable amount of fines)	GW* d u	Silty gravels, gravel-sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4 Atterberg limits above "A" line with P.I. greater than 7 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols.
			GC	Clayey gravels, gravel-sand-clay mixtures	
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_z = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Not meeting all gradation requirements for SW
			SP	Poorly graded sands, gravelly sands, little or no fines	
		Sands with fines (Appreciable amount of fines)	SM* d u	Silty sands, sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4 Atterberg limits above "A" line with P.I. more than 7 Limits plotting in hatched zone with P.I. between 4 and 7 are borderline cases requiring use of dual system.
			SC	Clayey sands, sand-clay mixtures	
Fine-grained soils (More than half of material is smaller than No. 200 sieve size)	Silt and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than five percent.....GW, GP, SW, SP More than 12 percent.....GW, GC, SW, SC 5 to 12 percent.....Borderline cases requiring dual systems**	
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy, clays, silty clays, lean clays		
		OL	Organic silts and organic silty clays of low plasticity		
	Silt and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts		
		CH	Inorganic clays or high plasticity, fat clays		
		OH	Organic clays of medium to high plasticity, organic silts		
	Highly organic soils	PT	Peat and other highly organic soils		

CIVITAS

101 EAST OCEAN BLVD., SUITE 203, STUART. FL 34994 * PHONE 772-287-5600

January 21, 2022

Sent Via Email: TimHernandez@Bellsouth.net

RE: Civitas

Dear Mr. Hernandez:

Thank you for taking the time to discuss your proposed plans with our Board

As you are aware, your proposed development is substantially different from the original plan that was approved by the City. That plan called for two stand alone buildings and a parking garage on our parcel.

Our building is now 14 years old. We recently completed a re-roofing project on the flat roof. We have only eleven units supporting the maintenance and upkeep of our building.

While the Board would like to see the remainder of the parcel developed and a parking lot constructed, we are not willing to do so if it affects the structural integrity of our building.

We would like to have copies of the current documents that have been submitted to the City. We would seek an independent review from both an engineer and a developer, now and upon completion of the final plans for an opinion(s) as to the affect, if any, of the construction on our building. The cost of those reviews would be borne by you.

Similarly, any and all roofing-related work for our building to complete the project would be borne by you. The nature and scope of that work would be determined by our roofer and engineer. Those opinions would be binding.

We also need confirmation from our roofer that the proposed work will not affect the Warranty provided with our recent roof work. Lastly, we would seek an agreement that any roof-related issues that surface within five years of the roof modification would be resolved at your expense.

Sincerely,



Glenn J. Webber, Esq.
President, Civitas Board of Directors

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

Meeting Date: 6/13/2022

Prepared by: Erin Wohlitka

Title of Item:

REPEAL & REESTABLISH CHAPTER 36, ARTICLE V, CODE OF ORDINANCES (RC):

ORDINANCE No. 2488-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REPEALING AND REESTABLISHING CHAPTER 36, ARTICLE V, COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS OF WAY, OF THE CITY OF STUART CODE OF ORDINANCES; PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR NOTICE OF TRANSFER, SALE, OR ASSIGNMENT OF ASSETS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING THE REQUIREMENT OF A PERMIT; PROVIDING FOR APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR CONSTRUCTION METHODS FOR PLACING OR MAINTAINING FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR INSURANCE AND INDEMNIFICATION; PROVIDING FOR FEES AND TAXES; PROVIDING FOR A RESERVATION OF RIGHTS AND REMEDIES; PROVIDING ENFORCEMENT AUTHORITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITIES; PROVIDING FOR AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

This ordinance has been drafted in order to address updates to the Florida State Statutes regarding small-cell wireless communications facilities in the public rights-of-way. This ordinance provides registration requirements and reasonable regulations for communications providers who wish to utilize public rights-of-way for the installation and maintenance of communications facilities.

Funding Source:

N/A

Recommended Action:

Approval of Ordinance No. 2488-2022

ATTACHMENTS:

1. A1. ORDINANCE No. 2488-2022
2. A2. EXHIBIT 'A'
3. B1. BACKUP - NOTICE TO FL SECRETARY OF STATE



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

ORDINANCE NUMBER 2488-2022

*** * * * ***

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REPEALING AND REESTABLISHING CHAPTER 36, ARTICLE V, COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS OF WAY, OF THE CITY OF STUART CODE OF ORDINANCES; PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR NOTICE OF TRANSFER, SALE, OR ASSIGNMENT OF ASSETS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING THE REQUIREMENT OF A PERMIT; PROVIDING FOR APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR CONSTRUCTION METHODS FOR PLACING OR MAINTAINING FACILITIES IN PUBLIC RIGHTS-OF-WAY; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR INSURANCE AND INDEMNIFICATION; PROVIDING FOR FEES AND TAXES; PROVIDING FOR A RESERVATION OF RIGHTS AND REMEDIES; PROVIDING ENFORCEMENT AUTHORITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITIES; PROVIDING FOR AN EFFECTIVE DATE.

*** * * * ***

WHEREAS, the City Commission of the City of Stuart, Florida has determined that the following amendments promote and protect the general health, safety and welfare of the residents

of the City of Stuart by providing reasonable regulations to communications facilities and utility poles within the public rights-of-way; and

WHEREAS, this Ordinance accommodates the growing needs and demand for communications services and new facilities and technologies; and

WHEREAS, Section 337.401, Florida Statutes, addresses *inter alia*, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, rules and regulations imposed by a local government relating to communications service providers that desire to place or maintain communications facilities in its rights-of-way must be generally nondiscriminatory and competitively neutral; and

WHEREAS, in 2017, Florida enacted the Advanced Wireless Infrastructure Deployment Act, codified in Subsection 337.401(7), *Florida Statutes* (“the Small Cell Statute”); and

WHEREAS, the Small Cell Statute creates new requirements and allowances for local governments relating to the installation of utility poles in the public rights-of-way to support small wireless facilities, micro wireless facilities, and the collocation of small wireless facilities and micro wireless facilities in the public rights-of-way; and

WHEREAS, the Small Cell Statute provides that a local government may adopt by ordinance objective design standards requiring a small wireless facility to meet reasonable location context, color, camouflage and concealment requirements, objective design standards requiring a new utility pole intended to support the collocation of small wireless facilities that replace an existing facility to be of substantially similar design, material, and color, and reasonable spacing requirements concerning the location of ground-mounted equipment; and

WHEREAS, the Small Cell Statute also provides that a local government may adopt by ordinance provisions for insurance coverage, indemnification, performance construction bonds, force majeure, abandonment, and city liability provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, in 2019, the Florida Legislature enacted and the Governor approved CS/CS/CS/SB 1000 (“SB 1000”), amending Section 337.401, Florida Statutes, including portions of the Small Cell Statute; and

WHEREAS, it is the City Commission’s intent to exercise its authority over the placement and maintenance of communications facilities in its rights-of-way to the full extent consistent with applicable state and federal law; and

WHEREAS, it is the City Commission’s further intent to treat each communications services provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority to the extent consistent with applicable law; and

WHEREAS, it is the City’s intent that rules or regulations imposed by the City relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way must be generally applicable to all providers of communications services; and

WHEREAS, the city’s rights-of-way are essential for the travel of persons and the transport of goods throughout the city and are a unique and physically limited resource requiring proper management by the city to ensure public safety, maximize efficiency, minimize costs to city taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

WHEREAS, the City Commission has reviewed the regulations set forth in this Ordinance and has determined that such regulations are consistent with the city's Comprehensive Plan; and

WHEREAS, the City Clerk submitted notice of the first hearing on this proposed Ordinance to the Florida Secretary of State, consistent with Section 337.401(3)(d), Florida Statutes; and

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

SECTION 1. The foregoing WHEREAS clauses are ratified and incorporated as the legislative intent of this Ordinance. The Regulation of Communications Facilities on Private Property is found within Chapter 36, Article V, of the City of Stuart Code of Ordinances.

SECTION 2. That CHAPTER 36, ARTICLE V; SECTION 36-128 through 36-153 COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT OF WAYS, is hereby repealed and replaced with such language attached as **Exhibit "A"**;

SECTION 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 5. This ordinance shall become effective upon passage.

Passed on first reading the ___ day of _____ 2022.

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:

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:

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK MAYOR

MERRITT MATHESON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

(The remainder of this page intentionally left blank)

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 Merritt Matheson, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

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CHAPTER 36 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE V. – Communications Facilities In The Public Rights-Of-Way.

Sec. 36-128. - Intent and purpose; Applicability; Authority to Implement.

It is the intent of the city to promote the public health, safety and general welfare by: providing for the placement or maintenance of communications facilities in the public rights-of-way within the city; adopting and administering reasonable rules and regulations consistent with state and federal law, including F.S. § 337.401, as it may be amended, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws.

Sec. 36-129. - Definitions.

For purposes of this article, the following terms, phrases, words, and their derivations shall have the meanings given. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Abandonment means the cessation of all uses of a communications facility for a period of time not less than 90 days; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way.

Antenna means communications equipment that transmits or receives electromagnetic frequency signals used in providing wireless services.

City means the City of Stuart, Florida.

Collocate or collocation means to install, mount, maintain, modify, operate, or replace one (1) or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Communications services means the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this article "cable service", as defined in F.S. § 202.11(2), as it may be amended, is not included in the definition of "communications services," and cable service providers may be subject to other ordinances of the city.

Communications services provider means any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. This definition shall also include any person, including a municipality or county, that places or maintains a communications facility in public rights-of-way but does not provide communications services.

Communications facility or facility or system means any permanent or temporary plant, equipment, and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

FCC means the Federal Communications Commission.

In public rights-of-way or in the public rights-of-way means in, on, over, under, or across the public rights-of-way.

Micro wireless facility means a small wireless facility having dimensions no larger than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and an exterior antenna, if any, no longer than eleven (11) inches.

Person shall include any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining means to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate, or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

Public rights-of-way means a public right-of-way, public utility easement, highway, street, bridge, tunnel, or alley for which the city is the authority that has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface, and the area below the surface. "Public rights-of-way" shall not include private property. "Public rights-of-way" shall not include any real or personal city property, except as described above, and shall not include city buildings, fixtures, poles, conduits, facilities, or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant means a communications services provider that has registered with the city in accordance with the provisions of this article.

Registration or register means the process described in this article whereby a communications services provider provides certain information to the city.

Small wireless facility means a wireless facility that meets the following qualifications:

Each antenna associated with the facility is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet in volume; and

All other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Utility pole, with regard to Chapter 36, means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure fifteen (15) feet in height or less.

Wireless facility means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- b. Wireline backhaul facilities; or
- c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means a person who has been certified to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless service provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services mean any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

Sec. 36-130. - Registration for placing or maintaining communications facilities in public rights-of-way.

- (a) A communications services provider that desires to place or maintain a communications facility in public rights-of-way in the city shall first register with the city's building department in accordance with this article. Subject to the terms and conditions prescribed in this article, a registrant may place or maintain a communications facility in public rights-of-way.
- (b) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Registration under this article governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes, or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another entity's facilities. Registration does not excuse a communications services provider from complying with all applicable city ordinances, codes, or regulations, including this article.
- (c) Each communications services provider that desires to place or maintain a communications facility in public rights-of-way in the city shall file a single registration with the city, which shall include the following information:
 - (1) Name of the applicant;
 - (2) Name, address, and telephone number of the applicant's primary contact person in connection with the registration, and the person to contact in case of an emergency;
 - (3) For registrations submitted prior to October 1, 2001, the applicant shall state whether it provides local service or toll service or both;
 - (4) Evidence of the insurance coverage required under this article and acknowledgment that the registrant has received and reviewed a copy of this chapter, which acknowledgment shall not be deemed an agreement;
 - (5) The number of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any; and
 - (6) For an applicant that does not provide a Florida Public Service Commission certificate of authorization number, if the applicant is a corporation, proof of authority to do business in the State of Florida, such as the number of the certificate from or filing with the Florida Department of State.

- (d) The city shall review the information submitted by the applicant. Such review shall be by the public works director or their designee. If the applicant submits information in accordance with subsection (c) above, the registration shall be effective, and the city shall notify the applicant of the effectiveness of the registration in writing. If the city determines that the information has not been submitted in accordance with subsection (c) above, the city shall notify the applicant, in writing, of the non-effectiveness of the registration, and reasons for the non-effectiveness. The city shall so reply to an applicant within thirty (30) days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section. An applicant has thirty (30) days after receipt of a notice of non-effectiveness of registration to appeal the decision as provided in Chapter 36 of the Code of Ordinances.
- (e) A registrant may cancel a registration upon written notice to the city stating that it will no longer place or maintain any communications facilities in public rights-of-way within the city and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.
- (f) Registration does not in and of itself establish a right to place or maintain, or the priority for the placement or maintenance of a communications facility in public rights-of-way within the city but shall establish for the registrant a right to apply for a permit. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional city ordinances, as well as any state or federal laws that may be enacted.
- (g) A registrant shall renew its registration with the city's building department by April 1 of even numbered years in accordance with the registration requirements in this article, except that a registrant that initially registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew until the next even numbered year. Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (c), except, as of October 1, 2001, subsection (c)(3), a registrant shall provide updated information to the city. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this article.
- (h) An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met.

Sec. 36-131. - Notice of transfer, sale, or assignment of assets in public rights-of-way.

If a registrant transfers, sells, or assigns its assets located in public rights-of-way incident to a transfer, sale, or assignment of the registrant's assets, the transferee, buyer, or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale, or assignment shall be provided by such registrant to the city's building department within twenty (20) days after the effective date of the transfer, sale, or assignment. If the transferee, buyer, or assignee is a current registrant, then the transferee, buyer, or assignee is not required to re-register. If the transferee, buyer, or assignee is not a current registrant, then the transferee, buyer, or assignee shall register as provided in section 36-130 within sixty (60) days of the transfer, sale, or assignment. If permit applications are pending in the registrant's name, the transferee, buyer, or assignee shall notify the building official that the transferee, buyer, or assignee is the new applicant after the requirements of this section are satisfied.

Sec. 36-132. - Placement or maintenance of a communications facility in public rights-of-way.

- (a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and city ordinances, codes, and regulations in placing or maintaining a communications facility in public rights-of-way.
- (b) A registrant shall not commence to place or maintain a communications facility in public rights-of-way until all applicable permits, if any, have been issued by the city or other appropriate authority, except

in the case of an emergency. The term "emergency" shall mean a condition that affects the public's health, safety, or welfare, which includes an unplanned out-of-service condition of a pre-existing service. The registrant shall provide prompt notice to the city of the placement or maintenance of a communications facility in public rights-of-way in the event of an emergency and shall be required to obtain an after-the-fact permit if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency. The registrant acknowledges that, as a condition of granting such permits, the city may impose reasonable rules or regulations governing the placement, relocation, or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities that may otherwise require individual permits.

- (c) As part of any permit application to place a new or replace an existing communications facility in public rights-of-way, the registrant shall provide the following:
 - (1) The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of the facilities that will be located in public rights-of-way;
 - (2) A description of the manner in which the facility will be installed (i.e. anticipated construction methods or techniques);
 - (3) A maintenance of traffic plan for any disruption of the public rights-of-way, in accordance with the standards promulgated by the Florida Department of Transportation;
 - (4) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);
 - (5) If appropriate, given the facility proposed, a certified estimate of the cost of restoration to the public rights-of-way, subject to approval by the public works director or designee;
 - (6) The timetable for construction of the project, or each phase thereof, and the areas of the city which will be affected; and
 - (7) Such additional information as the city finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.
- (d) To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within a particular area of public rights-of-way.
- (e) All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way, as well as joint trenching or the co-location of facilities in existing conduit, is strongly encouraged and should be employed wherever feasible. The public works director or their designee may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way consistent with this article and other applicable law.
- (f) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.
- (g) After the completion of any placement or maintenance of a communications facility in public rights-of-way or each phase thereof, a registrant shall, at its own expense, restore the public rights-of-way to their original condition before such work. If the registrant fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. For twelve (12) months following the original completion of the work, the registrant shall

guarantee its restoration work and shall correct, at its own expense, any restoration work that does not satisfy the requirements of this article.

- (h) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by the provisions of F.S. §§ 337.403 and 337.404, as they may be amended.
- (i) A permit from the city constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (j) A registrant shall maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.
- (k) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended.
- (l) The registrant shall use and exercise due caution, care, and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work-site areas. Further, the registrant shall be responsible for restoring the right-of-way and preventing damage to any other utilities or services in the right-of-way.
- (m) Upon the request of the city, and as notified by the city of the other work, construction, installation, or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation, or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way, and the registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.
- (n) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage, or destroy any facilities, including, but not limited to, sewers, gas or water mains, storm drains, pipes, cables, or conduits of the city or any other entity's facilities lawfully occupying the public rights-of-way of the city.
- (o) The city makes no warranties or representations regarding the fitness, suitability, or availability of the city's public rights-of-way for the registrant's communications facilities, and any performance of work, costs incurred, or services provided by the registrant shall be at the registrant's sole risk. Nothing in this article shall affect the city's authority to add, vacate, or abandon public rights-of-way, and the city makes no warranties or representations regarding the availability of any added, vacated, or abandoned public rights-of-way for communications facilities.
- (p) The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.
- (q) A permit application to place a new or replace an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.
- (r) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables, or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. The city further reserves without limitation the right to alter, change, or cause to be changed the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered. Should the registrant be required to relocate its facilities in conjunction with such installation and alteration, the registrant shall be required to pay all costs associated with such relocation.

- (s) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than thirty (30) days' advance written notice to arrange for such temporary relocation.
- (t) A wireless facility that is a portion of a communication facility, such as an antenna ("wireless facility(ies)"), which is attached to a legally maintained vertical structure in the public rights-of-way, such as a light pole or utility pole ("vertical structure(s)"), shall be subject to the criteria below and processed in accordance with the timeframes specified in F.S. ch. 337.401:
 - (1) Such wireless facilities may not extend more than ten (10) feet above the highest point of the vertical structure (i.e., utility pole). Unless waived by the City Commission, the height of a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, measured from grade in place within five hundred (500) feet of the proposed location. If there is no utility pole within five hundred (500) feet, the height of the new utility pole shall be limited to fifty (50) feet;
 - (2) Such wireless facilities that are attached to a vertical structure located in public rights-of-way that is fifteen (15) feet or less in width and is located adjacent to real property used as a single-family residence shall be flush mounted to the vertical structure;
 - (3) Such wireless facilities shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation, or law;
 - (4) Such wireless facilities shall comply with any applicable Federal Communications Commission Emissions Standards;
 - (5) The design, construction, and installation of such wireless facilities shall comply with any applicable local building codes;
 - (6) No commercial advertising shall be allowed on such wireless facilities; and
 - (7) Any accessory equipment and related housing in the public rights-of-way that are used in conjunction with such a wireless facility shall comply with any applicable local rules, regulations, ordinances, or laws governing the placement and design of such equipment;
 - (8) Any new or replacement poles shall be of similar design, material, and color to the utility poles within two hundred fifty (250) feet in the same right-of-way, or as otherwise approved;
 - (9) Wireless facilities, including ground-mounted equipment, shall be placed so as to not interfere with the safe operation of traffic control equipment, sight lines or clear zones for transportation, pedestrians, public safety purposes, or the free flow of vehicular and pedestrian traffic;
 - (10) The city may request that ground-mounted equipment use materials, colors, textures, screening, and landscape that will blend into the natural setting and surrounding built environment to minimize the visual impact, as permitted by F.S. § 337.401;
 - (11) The city may request ground-mounted equipment be placed no closer than five hundred (500) feet from existing ground-mounted equipment servicing the same carrier, as permitted by F.S. § 337.401;
 - (12) Ground-mounted equipment shall be placed so as to not interfere with the intended purpose of the right-of-way, swales, or stormwater drainage features and appurtenances.
 - (13) The city may deny a proposed collocation of a new small wireless facility in the public rights-of-way if the proposed collocation materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
 - (14) The city may deny a proposed collocation of or a new small wireless facility in the public rights-of-way if it materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual.

- (u) Vertical structures, such as towers, having a sole purpose to serve as a mounting devise for antennae, are express prohibited from being placed in the public rights-of-way, except as permitted by F.S. § 337.401.

Sec. 36-133. - Suspension of permits.

- (a) The city may suspend a permit for work in the public rights-of-way for one (1) or more of the following reasons, subject to section 36-144 of this article:
 - (1) Violation of permit conditions, including conditions set forth in the permit, this article, or other applicable city ordinances, codes, or regulations governing placement or maintenance of communications facilities in public rights-of-way;
 - (2) Misrepresentation or fraud by registrant in a registration or permit application to the city;
 - (3) Failure to properly renew or ineffectiveness of the registration; or
 - (4) Failure to relocate or remove facilities as may be lawfully required by the city.
- (b) The building official shall provide notice and an opportunity to cure any violation of subsections (1) through (4) above, each of which shall be reasonable under the circumstances.

Sec. 36-144. - Appeals.

Final, written decisions of the building official or designee suspending or denying a permit, denying an application for a registration, or denying an application for renewal of a registration are subject to appeal. An appeal must be filed with the building official within thirty (30) days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The board of adjustment shall hear the appeal as set forth in chapter VIII, section 8.00.02, of the city's land development code. The hearing shall occur within forty-five (45) days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within twenty (20) days of the hearing. Upon correction of the grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted.

Sec. 36-145. - Involuntary termination of registration.

- (a) The city may terminate a registration if:
 - (1) A federal or state authority suspends, denies, or revokes a registrant's certification or license to provide communications services;
 - (2) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way, and the registrant fails to remedy the danger promptly after receipt of written notice; or
 - (3) The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 36-151 of this article.
- (b) Prior to termination, the registrant shall be notified by the building official with a written notice setting forth all matters pertinent to the proposed termination action, including which of subsections (1) through (3) above is applicable as the reason therefor, and describing the proposed action of the city with respect thereto. The registrant shall have sixty (60) days after receipt of such notice within which to address or eliminate the reason or within which to present a plan satisfactory to the building official to accomplish same. If the plan is rejected, the building official shall provide written notice of such rejection to the registrant and shall make a recommendation to the City Commission regarding a decision as to termination of registration. A decision by a city to terminate a registration may only be accomplished by an action of the City Commission. A registrant shall be notified by written notice of any decision by the City Commission to terminate its registration. Such written notice shall be sent within seven (7) days after the decision.
- (c) In the event of termination, the former registrant shall:

- (1) Notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or
- (2) Provide the city with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this subsection (c), which determination of non-compliance is subject to appeal as provided in section 36-144, the city may exercise any remedies or rights it has at law or in equity, including, but not limited to, taking possession of the facilities where another person has not assumed the ownership or physical control of the facilities or requiring the registrant within ninety (90) days of the termination, or such longer period as may be agreed to by the registrant, to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to their original condition before the removal.
- (d) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the city.
- (e) In the event of termination of a registration, this section does not authorize the city to cause the removal of communications facilities used to provide another service for which the registrant or another entity that owns or exercises physical control over the facilities holds a valid certification or license with the governing federal or state agency, if required for provision of such service, and is registered with the city, if required.

Sec. 36-146. - Existing communications facilities in public rights-of-way.

A communications services provider with an existing communications facility in the public rights-of-way of the city has sixty (60) days from the effective date of this article to provide registration pursuant to this article or be in violation thereof.

Sec. 36-147. - Insurance.

- (a) A registrant shall provide, pay for, and maintain satisfactory to the city the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating reasonably acceptable to the city. All liability policies shall provide that the city is an additional insured as to the activities under this article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Thirty (30) days' advance written notice by registered, certified mail, or facsimile must be given to the city of any cancellation, intent not to renew, or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the city.
- (b) The limits of coverage of insurance required shall be not less than the following:
 - (1) Workers' Compensation and Employer's Liability Insurance Workers' Compensation-Florida Statutory Requirements Employer's Liability—\$1,000,000.00 limit each accident.
 - (2) Comprehensive general liability bodily injury and property damage—\$1,000,000.00 combined single limit each occurrence.
 - (3) Automobile liability bodily injury and property damage—\$1,000,000.00 combined single limit each accident.

Sec. 36-148. - Indemnification.

- (a) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, members, agents, and employees against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this article; provided, however, that a registrant's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence, or wanton or willful acts of the city. This provision

includes, but is not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceedings. The city agrees to notify the registrant, in writing, within a reasonable time of the city receiving notice of any issue it determines may require indemnification. Nothing in this section shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost if in the city's reasonable belief there exists or may exist a conflict, potential conflict, or appearance of a conflict. Nothing contained in this section shall be construed or interpreted: (a) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (b) as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as it may be amended.

- (b) The indemnification requirements shall survive and be in effect after the termination or cancellation of a registration.

Sec. 36-149. - Construction surety.

- (a) Prior to issuing a permit where the work under the permit will require restoration of public rights-of-way, the city may require a construction surety to secure the restoration of the public rights-of-way. Notwithstanding the foregoing, a construction surety hereunder may only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in section 36-150.
 - (1) Twelve (12) months after the completion of the restoration in public rights-of-way in accordance with the surety, the registrant may eliminate the surety. However, the city may subsequently require a new surety for any subsequent work in the public rights-of-way.
 - (2) The construction surety shall be issued by a surety having a rating reasonably acceptable to the city; shall be subject to the approval of the finance director and city attorney; and shall provide that: "For 12 months after issuance of this surety, this surety may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the surety of intent to cancel or not to renew."
- (b) The rights reserved by the city with respect to any construction surety established pursuant to this section are in addition to all other rights and remedies the city may have under this article, or at law or equity.
- (c) The rights reserved to the city under this section are in addition to all other rights of the city, whether reserved in this article or authorized by other law, and no action, proceeding, or exercise of a right with respect to the construction surety will affect any other right the city may have.

Sec. 36-150. - Security fund.

- (a) At or prior to the time a registrant receives its first permit to place or maintain a communications facility in public rights-of-way after the effective date of this article, the registrant may be required to file with the city, for city approval, an annual surety, cash deposit, or irrevocable letter of credit in the sum equal to \$50,000.00, having a surety a company qualified to do business in the State of Florida, and acceptable to the finance director and city attorney, which shall be referred to as the "security fund."
- (b) The security fund shall be maintained from such time through the earlier of:
 - (1) The transfer, sale, assignment, or removal of all communications facilities in public rights-of-way; or
 - (2) Twelve months after the termination or cancellation of any registration.
- (c) The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties, and obligations imposed upon the registrant by the provisions of this article. The security fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, subject to section 36-154 of this article, there shall be recoverable, jointly and severally from the principal and surety of the security fund, any damages or loss suffered by the city as a result, including the full

amount of any compensation, indemnification or cost of removal, relocation or abandonment of any facilities of the registrant in public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund.

Sec. 36-151. - Abandonment of a communications facility.

- (a) At such time that a communications facility owned by a registrant in public rights-of-way ceases to be active for longer than thirty (30) days, the registrant shall notify the city within ninety (90) days.
- (b) The city may direct the registrant by written notice to remove all or any portion of such abandoned facility at the registrant's sole expense if the city determines that the abandoned facility's presence interferes with the public health, safety, or welfare, which shall include, but shall not be limited to, a determination that such facility: (a) compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way; (b) prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; or (c) creates a maintenance condition that is disruptive to the use of the public rights-of-way. In the event of (b), the city may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.
- (c) In the event the city does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the city, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the city or another person at such third party's cost.
- (d) If the registrant fails to remove all or any portion of an abandoned facility as directed by the city within a reasonable time period as may be required by the city under the circumstances, the city may perform such removal and charge the cost of the removal against the registrant.

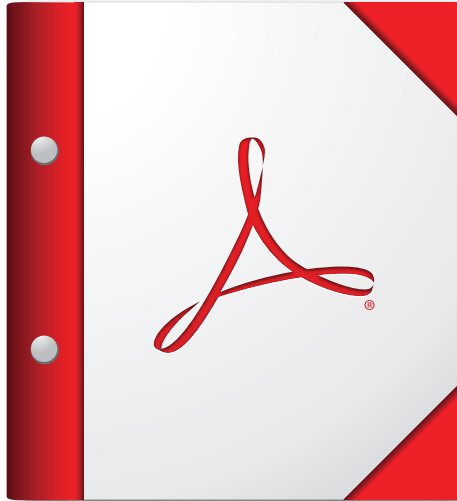
Sec. 36-152. - Reservation of rights and remedies.

- (a) The city reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.
- (b) This article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this article and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date of this article, to the full extent permitted by state and federal law.
- (c) The adoption of this article is not intended to affect any rights or defenses of the city or a communications services provider under any existing franchise, license, or other agreements with a communications services provider.
- (d) Nothing in this article shall affect the remedies the city or the registrant has available under applicable law.
- (e) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.

Sec. 36-153. - Enforcement authority.

It shall be unlawful for any person to violate the provisions of this chapter or fail to comply with any of its requirements. Any person who violates this chapter or who fails to comply with any of its requirements shall be subject to the provisions of this article, as well as the provisions of Chapter 26, Article II, of the City Code of Ordinances.

Secs. 36-154 – 36-173. – Reserved.



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

Meeting Date: 6/13/2022

Prepared by: Michael Mortell

Title of Item:

TREE REMOVAL PENALTIES TEXT AMENDMENT (RC):

ORDINANCE No. 2491-2022; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING CHAPTER V, RESOURCE PROTECTION STANDARDS OF THE CITY'S LAND DEVELOPMENT CODE; AMENDING SECTION 5.05.08 PENALTIES FOR THE WRONGFUL REMOVAL OF TREES; REPLACING ORDINANCE 2478-2022; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission adopted Ordinance 2478-2022 on March 14, 2022, establishing penalties for the wrongful removal of trees without a permit. After submission to Municode for codification, it was determined that some of the language created confusion and appeared duplicative. Therefore, the ordinance has been amended to remove the duplicative language and provide clarity. The policies and intention have remained the same.

Adoption of this Ordinance will provide clarification and remove any duplicative language that could create confusion.

Funding Source:

N/A

Recommended Action:

Approve Ordinance No. 2491-2022 on First Reading.

ATTACHMENTS:

1. Ordinance 2491-2022 Tree Removal



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

ORDINANCE NUMBER 2491-2022

**AN ORDINANCE OF THE CITY OF STUART, FLORIDA,
AMENDING —CHAPTER V, RESOURCE PROTECTION
STANDARDS OF THE CITY’S LAND DEVELOPMENT CODE;
~~ESTABLISHING—AMENDING~~ SECTION 5.05.08 PENALTIES
FOR THE WRONGFUL REMOVAL OF TREES; REPLACING
ORDINANCE 2478-2022; PROVIDING FOR SEVERABILITY;
PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR CODIFICATION; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

*** * * * ***

WHEREAS, the City Commission, adopted Ordinance 2478-2022 on March 14, 2022, establishing penalties for the wrongful removal of trees without a permit in violation of Chapter V Resource Protection Standards of the City’s Land Development Code; and

WHEREAS, the City Commission is aware of Florida Statute Section 163.045 and it the Commission finds that this Ordinance is consistent with State Law.

WHEREAS, the Commission has determined that it is in the best interest of the City of Stuart to deter the wrongful removal of trees within the City of Stuart and further finds that it benefits the health and welfare of the residents and visitors to maintain and protect the environment and natural systems; and

WHEREAS, the Commission held two public hearings adopting Ordinance 2478-2022 adopting said penalties. Upon submittal for codification, it was determined that clarification was necessary to avoid duplication of language and the potential for confusion; and

WHEREAS, this ordinance does not change the policy or intent of the City Commission action in Ordinance 2478-2022. This Ordinance is intended to amend the prior regulation to the extent necessary to ensure that the policy intended by the Commission was clear and unambiguous.

WHEREAS, the City Commission desires to amend the language adopted on March 14, 2022 to provide clarification and remove any duplicative language that could create confusion.

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

SECTION 1: CHAPTER V: Section 5.05.08 “Penalties for Violations” in the Stuart land Development Code is amended to read as follows:

CHAPTER V: RESOURCE PROTECTION STANDARDS
SECTION 5.05.08 PENALTIES ~~FOR VIOLATIONS~~

A. A tree removal permit in compliance with Florida Statutes must be issued by the City Development Department for work undertaken pursuant to this Chapter V of this Code.

a. Failure to obtain a tree removal permit shall be deemed a violation of the code.

~~a.b.~~ Even when the tree can be removed pursuant to regulations set forth in Florida Statutes, a permit is still required to maintain the appropriate records.

~~B.—Except as otherwise provided in this Code, each violation of the provisions of this Code chapter that involves more than 1,500 square feet the removal of any trees without a permit on any parcel of land shall be deemed as a separate violation subject to the penalties as set forth herein. The owner of the real property as well as any person or entity the person who caused causing the violation to occur shall be deemed the alleged violator responsible subject to the penalties. The Stuart Code Enforcement Magistrate or City Commission may shall have the authority to determine that when a violation of any provision of this chapter may be is irreparable or irreversible in nature pursuant to F.S. chapter 162. Accordingly, the City Magistrate or City Commission If the violation is determined irreparable or irreversible, the violator shall have the authority to impose be subject to a fine of up to \$5,000 for each violation found as calculated herein without credit for any remedial action.~~

~~C.B.~~

~~A. Upon a finding by the City Development Director that a violation has occurred, notice of the violation shall be provided to the alleged violator(s) that specifies the nature of the violation and directs that a fine be paid in accordance with the following language.~~

~~B. Failure to pay the fine as directed by the City Development Director shall be deemed a violation of this Code enforceable through proceedings before the City Code Enforcement Magistrate.~~

~~C.A. . Any person~~The property owner of the land on which the trees were located or any person and/or entity who removes any tree ~~from any property in violation of this Code shall be subject to the following penalties:~~

- ~~1. If historic and/or specimen trees are removed without a permit or otherwise in violation of Section 5.05.00 of the City's Land Development Code, then a penalty calculation for the replacement of the required Diameter at Breast Height (DBH) inches (as defined in City Regulations) shall be applied~~calculated as set forth below:
 - ~~i. First, the number of inches removed based upon the DBH shall be determined.~~
 - ~~ii. Once the base amount is determined, the replacement inches shall be calculated pursuant to tree replacement formula set forth in 5.05.02, table 1.~~
 - ~~iii. Compliance shall be a combination of restoration and fine based upon three (3) times the number of DBH inches calculated from table 1.~~
 - ~~iv. The calculation shall be determined by using the total DBH inches removed. The amount of replacement DBH inches shall be calculated in accordance with the City's Tree replacement formula as contained within Section 5.05.00 of this Code excepting that the replacement DBH inches will be calculated at three times the amount for every offense.~~
 - ~~v. Example. 10 inches removed without permit. Type of trees removed pursuant to table 5.05.02 table 1 would require specimen trees to be replaced at a rate of 1.5. Ten (10) inches require fifteen (15) inches as replacement. Then, the penalty is three (3) times the replacement (15 x 3 = 45) resulting in 45 inches. The property owner shall be responsible to replant the 45 inches or pay the balance into the City Tree Replacement Fund.~~

~~D.B.~~ Remediation:

- ~~1. Prior to a Final Hearing, the violator shall present a remedial action plan to the Development Director with the intent to replant sufficient trees to restore the property to an appropriate level.~~
- ~~2. If the remedial action plan is not approved by the Development Director, the matter shall be set for a Final Hearing with the Magistrate or City Commission as set forth above. However, if the Development Director approves the remedial action plan, then a Consent Agreement resolving the matter can be executed by the violator and the Development Director. Completion of the Remedial Plan shall resolve the matter without further hearing.~~

- i. If the Development Director determines that full restoration onsite is not feasible, the balance shall be paid into the City Tree Fund within a reasonable amount of time as set forth in the agreement.
 - ii. Violation of the Consent Agreement will be treated as a separate matter.
3. Separate from the Administrative Variance procedures set forth the City Regulations, the Development Director shall have the discretion to execute an administrative variance amending the landscape plan of a previously approved development. The scope of the variance shall be limited to modifications of the landscape plan only and shall not authorize a modification of the site plan. Each tree removed in violation of this article, or any permit issued pursuant to this article shall constitute a separate violation. Remedial action shall be taken to restore the property consistent with a restoration plan approved by the Development Director. If full restoration onsite is determined by both the property owner and City to be infeasible, the remaining value of the penalty shall be donated and/or payment into the city tree replacement fund in an amount equal to the cost of the three (3) to one (1) ratio as applied herein with preference given to restoration of the property. No certificate of occupancy or similar authorization shall be issued for any development until all applicable permits or restoration plan conditions have been achieved.
4. Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, Until the property is brought into compliance by consent agreement or pursuant to Magistrate or Commission Order, the Development Department may withhold the issuance of further development orders for development on the subject property including but not limited to building permits and/or certificates of occupancy.

SECTION 2: ~~Section 5.05.08 Penalties for Violations of the stuart Land Development Code, is~~
amended as follows:

~~CHAPTER 5 PENALTIES FOR VIOLATIONS~~

~~5.05.08 Tree Removal; Penalties for Violations A. A tree-removal permit must be issued by the City Development Department for work undertaken pursuant to this Chapter V of this Code.~~

~~B. Any person who removes any tree from any property in violation of this Code shall be subject to the following penalties:~~

If historic and/or specimen trees are removed without a permit or otherwise in violation of Section 5.05.00 of the City's Land Development Code, then a penalty calculation for the replacement of the required DBH inches shall be applied. The calculation shall be determined by using the total DBH inches removed. The amount of replacement DBH inches shall be calculated in accordance with the City's Tree replacement formula as contained within Section 5.05.00 of this Code excepting that the replacement DBH inches will be calculated at **three times the amount for every offense**. Each tree removed in violation of this article, or any permit issued pursuant to this article shall constitute a separate violation. Remedial action shall be taken to restore the property consistent with a-

~~restoration plan approved by the Development Director, and/or payment If full restoration onsite is determined by both the property owner and City to be infeasible, the remaining value of the penalty shall be donated into the city tree replacement fund in an amount equal to the cost of the three (3) to one (1) ratio as applied herein with priority given to restoration of the property. No certificate of occupancy or similar authorization shall be issued for any development until all applicable permits or restoration plan conditions have been accomplished.~~

~~C. Monies shall be paid to the City and failure to make payment shall be deemed a violation of this Code. Unless and until paid, the Development Department may withhold the issuance of further development orders for development on the subject property including building permits and certificates of occupancy.~~

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any section, sentence, clause, phrase, or word of this ordinance is for any reason declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance and the remaining portions shall be deemed and held to be valid.

SECTION 5: The provisions of this ordinance shall be codified.

SECTION 6: 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.

Passed on first reading the ____ day of _____, 2022.

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:

MERRITT MATHESON MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

The above Ordinance was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by Merritt Matheson, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Printed Name: _____

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

Meeting Date: 6/13/2022

Prepared by: Ben Hogarth

Title of Item:

ELECTRIC VEHICLE CHARGING STATIONS IN DOWNTOWN STUART DISCUSSION

Summary Explanation/Background Information on Agenda Request:

Discuss the future of electric vehicle charging infrastructure in the downtown area including applicable laws and partnership opportunities.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

1. Electric vehicle Charging DD FINAL
2. FPL EVolution Pitch Deck May 2022



ELECTRIC VEHICLE CHARGING D&D

JUNE 13, 2022

#SustainableStuart



DISCUSSION POINTS

SUSTAINABILITY ACTION PLAN

ELECTRIC VEHICLE MARKET

OPTIONS FOR THE FUTURE

LOCAL GOV EXAMPLES

LOCATIONS AND ACCESSIBILITY

FINANCIAL CONSIDERATIONS

QUESTIONS OR COMMENTS



SUSTAINABILITY ACTION PLAN (SAP)

TIMELINE

Sustainability Committee first convened among staff to develop a Sustainability Action Plan (SAP).

OCT 2019

City Mayor & Commission adopt Proclamation: 2020 as “Year of Climate Action in the City of Stuart.”

JAN 2020

City Commission adopts final SAP via Resolution No. 135-2020.

NOV 2020

Staff tasked with SAP identified projects by City Manager. First strategic objectives achieved.

2021-22

Prioritization of projects with 2023 as target including EV charging infrastructure.

2022-23



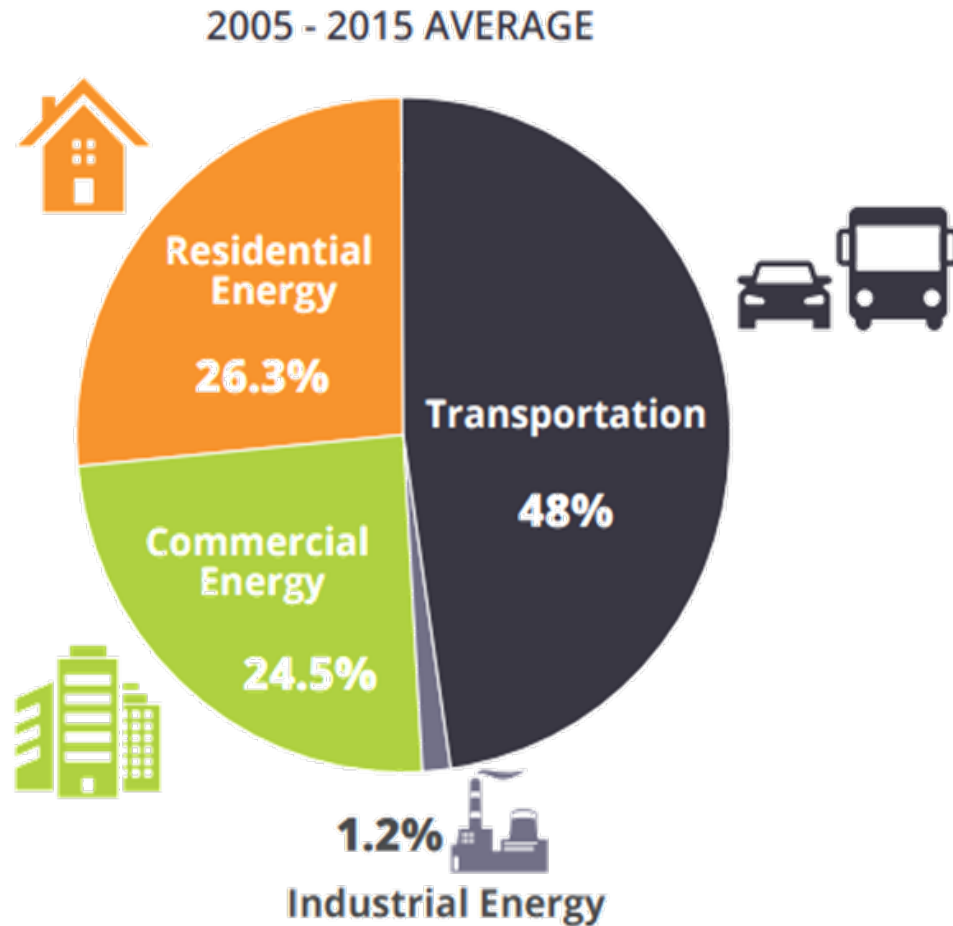
SAP CHAPTER 6: TRANSPORTATION

GOALS: Reduce energy use and cost; Create safe, affordable mobility / transportation; Improve infrastructure to adapt to growing innovation and need.

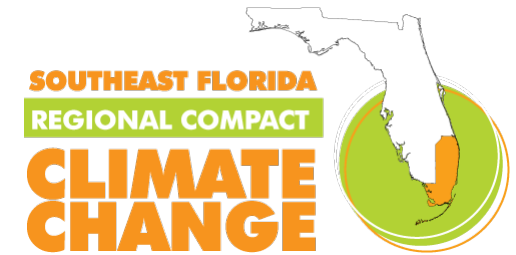
- Convert vehicles in city fleet to hybrid / EV at scheduled replacement times.
- Adopt procurement policies and right-sizing of vehicle fleet by 2023.
- Offer a modified work week to employees where practical.
- Evaluate intermodal connections and alternative transit options by 2023.
- Adopt a complete streets conceptual plan by 2023.
- Add EV charging infrastructure (for public use) by 2025.



EMISSIONS BY SECTOR



Southeast Florida Regional Climate Change Compact Regional Greenhouse Gas Inventory:
Transportation and Stationary Energy, 2005-2015 average (2018)



WHY IT MATTERS

LOOKING AHEAD



EV CHARGING LEVELS



LEVEL 1

- Power Delivery: 1 – 2 kW
- Range Added (per hour): 3 – 5 miles
- Time to Charge: 20 – 40 hours



LEVEL 2

- Power Delivery: 4 – 20 kW
- Range added (per hour): 12 – 80 miles
- Time to Charge: 3 – 8 hours



LEVEL 3

- Power Delivery: 24 – 300 kW
- Range Added (per hour): 100 – 1,200 miles
- Time to Charge: 20 - 40 minutes



ELECTRIC VEHICLE MARKET

CONDITIONS

- Fuel costs have more than doubled for gasoline / diesel powered vehicles.
- Most automotive manufacturers now mass-producing lines of EV automobiles.
- More than 600k EV's purchased in the U.S. in 2021 (nearly doubled from 2020).
- By 2030 EV passenger car fleet in U.S. projected to reach more than 44 million with commercial fleet at nearly 4 million.

CHALLENGES

- Electric Vehicle charging access has not yet saturated the market enough to incentivize every driver to purchase.
- Time-to-charge at most locations remains less convenient than traditional gasoline fuel pumps.
- Most EV charging stations remain “free-to-charge” as EV owners find charging at home more convenient.
- Business model for EV charging stations revolves around customers purchasing other products and/or “break-even” costs for businesses that install charging stations.



OPTIONS FOR THE FUTURE

CITY OWNED

- Highest direct costs
- Most certainty and control
- Benefits employees
- May reduce fleet costs
- *Simple Risk*

PARTNERSHIPS

- Most common practice
- Limited cost and liability
- Limited control
- Requires in-kind contribution
- *Complicated Risk*

POLICY & PLANNING

- Broadest effect (citywide)
- Longer term realization
- Uniform & consistent
- Shifts costs to developers
- *Complex risk*



LOCAL GOVERNMENT EXAMPLES



SARASOTA COUNTY

- ChargeUP! Rebate program
- Non-profits or gov: 50% of cost up to \$4,000
- Businesses: 25% of cost up to \$2,000



DELRAY BEACH

- Partnered with 'Plug in Florida' to install EV chargers
- Equipment & installation costs donated by nonprofit
- Targeted for guests / visitors



ORANGE COUNTY

- Partnership led by Orlando Utilities Commission
- \$500,000 grant to construct
- EV charging mobility hub: 22 "Level 3" charging stations



LOCATIONS & ACCESSIBILITY

NEEDS

- For public property: minimum of 4 wide parking spaces, an area for electrical transformer and equipment, and with no contractual / legal conflicts.
- Close proximity to commercial (shops, dining, etc.) or along an arterial road or highway (US1).
- Appropriate space for signage (including wayfinding) and in an area that will be easy to enforce.

CONSIDERATIONS

- Area that is large enough to expand beyond a few spaces for EV charging in the distant future (beyond 5 years).
- Access to EV charging stations for downtown workers (including city employees).
- Collocating many charging stations in one area downtown to increase awareness, efficacy, and compliance. (HUB)
- Older properties may cost more to run new conduit.



FINANCIAL CONSIDERATIONS

INITIAL INVESTMENT

- Greatest expense will be installation costs.
- Level 2 charging stations avg. cost between \$6,000 and \$15,000 (dependent on electrical work required).
- Level 3 charging station avg. cost more than \$50k including a necessary 480V transformer.
- Grants, partnerships, and cooperatives desirable to offset capital investment.

LONG-TERM COSTS

- Replacement of equipment after 10 years will be likely but will be cheaper than initial installation.
- Pay-to-charge stations could result in a net “break-even” for city while remaining price competitive for consumers.
- Avg. cost to charge per kWh between \$0.08 and \$0.30 with 3 to 4 miles of charge per kWh. (\$10-30 full charge)
- Future technologies and land allocations for expansion.





SUMMARY & STAFF INPUT

WE CAN PURSUE ALL OPTIONS

There are short-term opportunities for partnerships and revisions to city policy that will provide long-term benefit.

LOCATION, LOCATION, LOCATION

Convenience is the #1 driving force for EV ownership, and we should carefully consider all available public locations for the installation of (Level 2 / 3) charging stations.

CONSIDER CITY-OWNED EV CHARGERS

The City may elect to purchase, install, and maintain its own EV charging stations in the future.



A total solar eclipse is visible in the upper right corner of the image, with the sun's corona shining brightly against a dark sky. Below the eclipse, a thin blue line of the Earth's atmosphere separates the dark sky from a vast, arid desert landscape. The desert is characterized by deep, winding canyons and rugged terrain, illuminated by warm, golden light. The horizon is visible in the distance, where the desert meets a hazy sky.

QUESTIONS?



#SustainableStuart

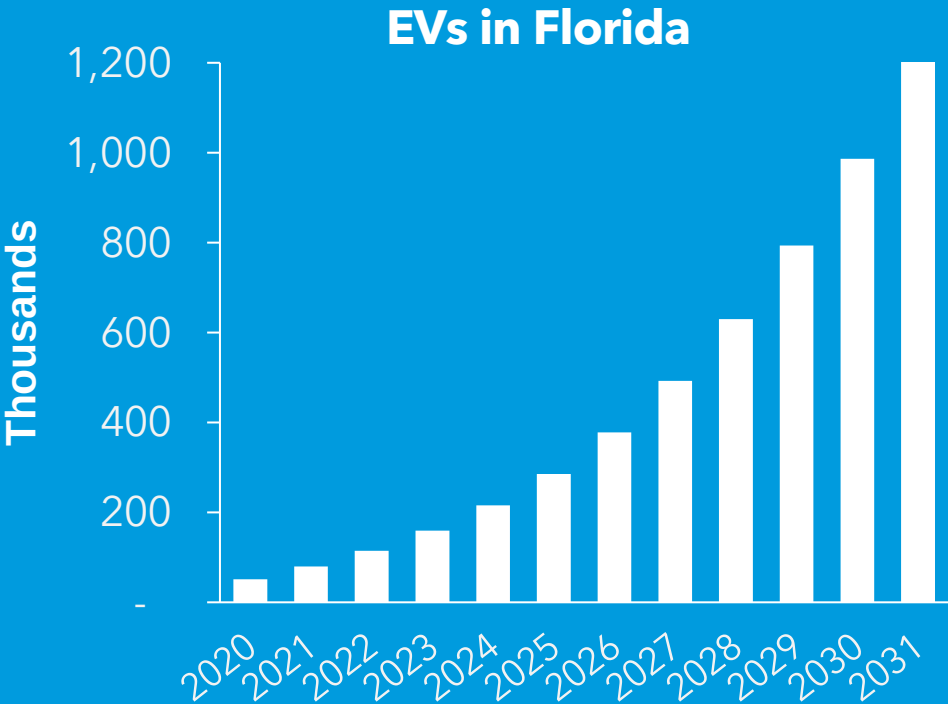


FPL EVOLUTION

Drive More Business with EV Charging



Rapid EV expansion



Florida
#2 in nation
for EVs⁽¹⁾

Over
\$515 billion
in global
investments⁽²⁾

Global EV
market will
increase
4x by **2026**,
to **\$1 trillion**⁽³⁾

25% of
vehicles
sold will be
electric by
2030⁽⁴⁾

1) National Renewable Energy Laboratory
2) Reuters
3) Statista Consumer Insights
4) Edison Electric Institute

Becoming an FPL EVolution partner benefits you and your community

89%

of EV drivers typically make a purchase when charging at a retail location⁽¹⁾

43%

of EV drivers become regular visitors⁽²⁾

77%

of consumers think it is important that a brand is sustainable and environmentally responsible⁽³⁾



3) EvGo Driver Survey

2) BioCommerce Survey

3) IBM: 2020 Consumers Driving Change

Increase traffic without a capital investment

- ▶ **Attract new customers:** 89% of EV drivers make a purchase at retail charging sites
- ▶ **Promote your location** with dedicated FPL EVolution app
- ▶ Reinforce your commitment to sustainability by providing **100% renewable energy**
- ▶ **No fees** for equipment or installation; FPL manages construction, operation and maintenance
- ▶ **No impact** on your electricity costs



FPL is uniquely positioned to be your premier EV charging partner

- ▶ More than three years of experience building 200+ charging locations throughout Florida
- ▶ FPL provides power equipment, signage and striping
- ▶ 10-year commitment
- ▶ Option for 2 space expansion



only
4
spaces to
start making
a difference

FPL will:

- ▶ Design, permit, construct, install, operate, and maintain charging stations with **ZERO** cost to site hosts
- ▶ Establish a **separate utility** at each location, not rely on existing site infrastructure and add a **dedicated transformer** (requires easement)
- ▶ Deploy **future-proof** charging technology and **\$100 MM** in EV infrastructure over the next 4 years

Seamless driver experience



- ▶ FPL EVolution app promotes your location
- ▶ Mapping tools with charging locations, availability, amenities, and pricing
- ▶ Initiate and pay for charging
- ▶ Real-time charging status
- ▶ Email and text notifications
- ▶ Charge session history
- ▶ Self-help FAQs

Optimal site criteria

Segment	Description	Siting Strategy	Criteria				
Highway	Targeting travel and evacuation routes throughout FPL's service territory approximately every 25 miles	Major highways and connecting corridors					
		Perimeter routes serving rural regions and towns	Highway exits	Safe	24/7 Access	Amenities	Evacuation
Metro	Targeting drivers without easy access to home charging	Dense metros and highly trafficked neighborhood plazas					
		Additional focus for low-income and underserved areas	Metros	Safe	24/7 Access	Amenities	Low income & underserved

Next steps

