



AGENDA

COMMUNITY REDEVELOPMENT BOARD

NOVEMBER 1, 2022

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD

Chairman - Tom Campenni

Vice Chairman - Nina Dooley

Board Member - Chris Lewis

Board Member - Katherine Makemson

Board Member - Nikolaus Schroth

Board Member - Frank Wacha

Board Member - VACANT

ADMINISTRATIVE

Development Director, Jodi Nentwick-Kugler

CRA Executive Director, Pinal Gandhi-Savdas

Board Secretary, Jordan Pinkston

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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. APPROVAL OF SEPTEMBER 6, 2022 MINUTES

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

ACTION ITEMS

2. PEPE & SALE PROPOSED AWNING OVER THE SIDEWALK AND OUTDOOR DINING DECK

RESOLUTION NUMBER 09-2022 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA, CONSIDERING A MINOR URBAN CODE CONDITIONAL USE TO ALLOW AWNING ATTACHED TO A BUILDING TO PROVIDE SHADE OVER THE PUBLIC RIGHT-OF-WAY, INCLUDING THE SIDEWALK AND OUTDOOR DINING DECK, LOCATED AT 101 SE OCEAN BLVD, UNIT #103; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

STAFF UPDATE

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Board**

Meeting Date: 11/1/2022

Prepared by: Jordan Pinkston

Title of Item:

APPROVAL OF SEPTEMBER 6, 2022 MINUTES

Summary Explanation/Background Information on Agenda Request:

N/A.

Funding Source:

N/A.

Recommended Action:

Approve.

ATTACHMENTS:

1. CRB Minutes_09062022

**MINUTES
COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART
SEPTEMBER 6, 2022
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

COMMUNITY REDEVELOPMENT BOARD

**Chairman - Tom Campenni
Vice Chairman - Nina Dooley
Board Member - Chris Lewis
Board Member - Katherine Makemson
Board Member - Nikolaus Schroth
Board Member - Frank Wacha
Board Member - VACANT**

ADMINISTRATIVE

**Interim Development Director, Erin Wohlitka
CRA Executive Director, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston**

CALL TO ORDER

ROLL CALL

**Present: Katherine Makemson, Tom Campenni, Frank Wacha, Nikolaus Schroth
Absent: Nina Dooley, Chris Lewis**

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Action: Approve with switching items #2: Presentation of Proposed Form Based Code and #3: Dogsworld Urban Code Conditional Use.

Moved by: Frank Wacha

Seconded by: Katie Makemson

Motion passed unanimously.

APPROVAL OF MINUTES

- 1. APPROVAL OF AUGUST 2, 2022 MINUTES.**

Action: Approval of August 2, 2022 CRB Minutes

Moved by: Nik Schroth

Seconded by: Frank Wacha
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

None.

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

Nik Schroth announced he is abstaining from the Dogsworld item.

Mike Mortell explained what Form 8-B means, with respect to Nik Schroth abstaining from voting.

The board disclosed their ex-parte communications.

ACTION ITEMS

2. PRESENTATION OF THE PROPOSED FORM BASED CODE FOR THE EAST STUART NEIGHBORHOOD AND THE CREEK DISTRICT BY THE TCRPC

PRESENTED AS ITEM #3, AS PER AGENDA APPROVAL.

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator
Jessica Seymour, Treasure Coast Regional Planning Council

COMMENTS FROM THE BOARD MEMBERS:

EAST STUART PRESENTATION

Katie Makemson asked for clarification on single-family home builds.

Jessie Seymore explained that it would allow more flexibility on those parcels.

Frank Wacha suggested aesthetic changes for clarity of reading. He asked for clarification on locations where buffers would be.

Jessica Seymour explained that it is a mixed-use neighborhood and how standards are used in the code.

Frank Wacha asked about setbacks for CU's, including landscaping.

Katie Makemson asked about the dwelling units being suggested.

Jessica Seymour explained accessory dwelling height restrictions, location on the property, and parking.

THE CREEK DISTRICT PRESENTATION

Discussion occurred regarding Martin County's stormwater toolkit.

Nik Schroth asked about a new zoning being applied to current properties and the property owners not being aware.

Mike Mortell explained the Bert Harris lawsuit and gave examples of possibilities that can happen if a land use change occurs and burdens the property owner from developing. He explained the code rewrite intent.

Nik Schroth asked about civic open space being a taking and recommended reaching out to land planners, land use attorneys, and architects for feedback and support.

Mike Mortell gave an explanation about property ownership and state law.

Nik Schroth asked about the use-tables reflecting current trends, sidewalks, and measurement of building height.

Jessica Seymour gave guidance on how the staff plan to move forward and explanations about suggestions made. She discussed that the Form Based code can still allow for flexibility.

The board and staff discussed the involvement of the community when finalizing the code.

COMMENTS FROM THE PUBLIC (3 min. max): None.

3. DOGSWORLD URBAN CODE CONDITIONAL USE:

RESOLUTION NUMBER 73-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO JUSTIN PHILLIPS, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 400 SW 7TH STREET, CONSISTING OF APPROXIMATELY 1.62 ACRES; TO ALLOW THE USE OF KENNELS FOR DOGSWORLD; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

PRESENTED AS ITEM #2, AS PER AGENDA APPROVAL.

PRESENTATION: Bonnie Landry, Consultant Planner for the City of Stuart
Justin Phillips, Principal Owner of Dogsworld
Katie Bergel, General Manager and Partner of DogsWorld
James McKinney, Broker for Dogsworld

COMMENTS FROM THE BOARD MEMBERS:

Multiple presentations from the applicant occurred and a video to showcase potential noise was shown.

Frank Wacha asked staff about how they monitor the guarantees the applicant is making.

Mike Mortell explained a conditional use and how staff conditions would be monitored by code enforcement, such as time restrictions and fencing.

Katie Makemson asked who would be responsible for monitoring after City business hours.

Mike Mortell said that it would be transferred to the police for enforcement.

Erin Wohlitka confirmed the conditions.

Justin Phillips clarified office hours, dog walking hours, and overnight staff.

Katie Makemson expressed concerns about sanitation of the yards and dog capacity.

Justin Phillips clarified the type of chemicals that they plan on using and stated that the dog capacity max is 100 dogs a day.

Katie Makemson questioned the drainage system.

Staff clarified the details of the conditional use.

Frank Wacha asked about complaints about the North River Shores dog facility.

Mike Mortell recommended having the Conditional Use run with the land.

COMMENTS FROM THE PUBLIC (3 min. max):

1. Bert Mautz (Channel Avenue) - Concerned about the project and the close proximity of his home. He expressed concern about the traffic of dog owners in a residential neighborhood and compared the location of the Jupiter facility as being in an industrial location.
2. Curt Meulengracht (McPherson Street) - Presented a petition about the location of the facility being a negative attribute for the neighborhood and provided examples.
3. Tracy Barnes (Channel Avenue) - Concerned that the Jupiter location is not comparable to this location request. Expressed concern that this project will be going in the Creek District which is deemed the Arts & Entertainment District.
4. Gary Slauson (Channel Avenue) - Asked questions about the building being leased and sound proofed. Expressed concerns about the location of the facility, traffic, and noise.

COMMENTS FROM THE BOARD MEMBERS:

The applicant is under contract to buy the property on October 25, 2022.

Frank Wacha asked about sound proofing the building.

Justin Phillips said that they are taking additional measures to sound proof the building and gave details.

Frank Wacha asked about the south side of the building being the designated small dog

location versus the location for the large dogs.

Justin Phillips clarified that the separate locations were not strictly noise related, but also provided the space each breed needs. He provided examples of their business practice on noise.

Frank Wacha expressed concern about the wall not having landscaping as a buffer and compared it to a similar discussion on North River Shores.

Bonnie Landry confirmed the condition that staff proposed that the applicant does not approve of.

Tom Campenni asked about Channel Avenue instead of using Colorado as the entrance and exit of the facility.

Mike Mortell said that staff cannot restrict access to public right of way.

Nick Schroth explained the options for routing traffic.

Tom Campenni suggested making the pickup and drop-off location be Colorado Avenue, having concrete walls on both sides, plantings on both sides and on top to act as a noise barrier, and using the same waste treatment plan as the Jupiter facility.

The board discussed the North River Shores project.

MOTION

Action: Approve with the following conditions:

1. Pickup and drop-off from Colorado Avenue
2. Concrete wall on both sides
3. Plantings on both sides and on top as a noise barrier
4. Use the same waste treatment as the Jupiter facility
5. Hours of 7AM - 8PM Monday to Friday and 6AM - 8PM for Saturday and Sunday.

Moved by: Frank Wacha

Seconded by: Katie Makemson

Katie Makemson - No

Frank Wacha - Yes

Tom Campenni - Yes

Motion voted as 2/1.

STAFF UPDATE

Pinal Gandhi-Savdas gave an update on Monument Signage.

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Board**

Meeting Date: 11/1/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

PEPE & SALE PROPOSED AWNING OVER THE SIDEWALK AND OUTDOOR DINING DECK

RESOLUTION NUMBER 09-2022 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA, CONSIDERING A MINOR URBAN CODE CONDITIONAL USE TO ALLOW AWNING ATTACHED TO A BUILDING TO PROVIDE SHADE OVER THE PUBLIC RIGHT-OF-WAY, INCLUDING THE SIDEWALK AND OUTDOOR DINING DECK, LOCATED AT 101 SE OCEAN BLVD, UNIT #103; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In May 2021, the CRB and CRA Board approved an amendment to the Downtown Outdoor Dining Program to allow additional types of shade elements for the outdoor dining deck area through the Minor Urban Code Conditional Use and public hearing process. The applicant has met the legal notification requirements for this request.

The Building Official reviewed the proposed design and specs for the proposed awning and granted preliminary plan approval. However, the applicant will need to submit the required plans and obtain a building permit for installation.

The construction of the outdoor dining deck was completed in September 2022. The owner of Pepe & Sale is requesting to install a retractable awning attached to an existing building, which will provide cover over the sidewalk and outdoor dining deck area. The proposed shade structure will not only provide a better outdoor dining experience for restaurant patrons but also provide shade over the pedestrian walkway. The License Agreement and Conditions are attached.

The owner has provided a letter of objection from the Civitas Property Owner's Association (POA) and Tim Hernandez, who is the adjacent property owner.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 09-2022.

ATTACHMENTS:

1. R09-2022 Pepe & Sale Urban Code Conditional Use
2. Exhibit A - Outdoor Dining License Agreement
3. Exhibit B - Awning
4. Letter of No Objection - POA
5. Letter of No Objection - Tim Hernandez
6. Affidavit for Notification
7. Posted Sign



**BEFORE THE COMMUNITY REDEVELOPMENT BOARD
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 09-2022 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA, CONSIDERING A MINOR URBAN CODE CONDITIONAL USE TO ALLOW AWNING ATTACHED TO A BUILDING TO PROVIDE SHADE OVER THE PUBLIC RIGHT-OF-WAY, INCLUDING THE SIDEWALK AND OUTDOOR DINING DECK, LOCATED AT 101 SE OCEAN BLVD, UNIT #103; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the applicant, Eric Cavallaro, the owner of Pepe & Sale, filed an application for a Minor Urban Code Conditional Use Permit to allow awning attached to a building to provide shade over the public right-of-way, including the sidewalk and outdoor dining deck; and

WHEREAS, the shade structure over public space will provide public benefit and protection from the weather; and

WHEREAS, the Community Redevelopment Board held a properly noticed hearing on November 1, 2022, to consider the application for an awning over the public right-of-way as a conditional use; and

WHEREAS, at a public hearing the applicant shas shown by substantial competent evidence that the proposed structure does not create a determinantal effects on adjacent properties, within the three hundred (300) feet of the proposed location.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The Outdoor Dining License Agreement is attached hereto as “**Exhibit A**”.

SECTION 2: The Community Redevelopment Board approves the proposed awning attached to the building as shown in “**Exhibit B**”.

SECTION 2: The Community Redevelopment Board grants a Minor Urban Code Conditional Use Approval to Eric Cavallaro, owner of Pepe & Sale, located at 101 SE Ocean Blvd, Unit #103, to allow awning attached to a building to provide shade over the public right-of-way, including the sidewalk and outdoor dining deck.

SECTION 3: This resolution shall take effect upon adoption.

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

TOM CAMPENNI, CHAIRMAN
NINA DOOLEY, VICE CHAIRMAN
CHRIS LEWIS, BOARD MEMBER
KATHERINE MAKEMSON, BOARD MEMBER
NIKOLAUS SCHROTH, BOARD MEMBER
FRANK WACHA, BOARD MEMBER
VACANT, BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2022.

Resolution Number 09-2022 CRA
Urban Code Conditional Use – Pepe & Sale Awning

ATTEST:

MARY KINDEL
CITY CLERK

TOM CAMPENNI
CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

DOWNTOWN STUART OUTDOOR SEATING LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Stuart, a municipal corporation of the State of Florida and **Eric Cavallaro**, the owner and operator of a restaurant located at **101 SE Ocean Blvd, Unit #103** within the City of Stuart.

WITNESSETH:

WHEREAS, Licensee is owner and operator of a restaurant facility within the downtown historic district of the City of Stuart (hereinafter "Licensee");

WHEREAS, Licenser is the City of Stuart ("City");

WHEREAS, the Licensee desires to provide the public with outdoor dining:

WHEREAS, the City is seeking a manner through which to facilitate the Licensee's ability to provide the public with outdoor dining:

WHEREAS, the City and the Licensee desire to cooperate to further the above-stated purpose in a way compatible with the public interest;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **License to Provide Outdoor Dining.** The City hereby grants the Licensee a license to provide outdoor dining services at its restaurant facility located within the historic downtown section of the City of Stuart. The Licensee shall comply with the terms of this Agreement, the License granted by the City of Stuart, and all applicable laws, regulations, and bylaws of the State of Florida. Within the licensed area, the licensee may put and maintain no more than **7** tables and **28** chairs. All such services will be provided at the sole cost and expense of the Licensee. The City shall not be liable for such cost nor obligated to reimburse the Licensee for the same. The Licensee shall be responsible for obtaining all permits or licenses at its expense for the construction of any improvements necessary to the provision of such services.
2. **Indemnification.** The Licensee shall indemnify, defend and save harmless the City of Stuart, its officers and employees from and against all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the City may be subject or put by reason of injury (including death) to persons or property from the operation, construction, or existence of the outdoor dining facility and service, under this Agreement.
3. **Insurance.** The Licensee shall carry or require that there be carried Worker's Compensation Insurance for all employees and those of its contractors and /or subcontractors engaged in work on the outdoor dining facility, in accordance with the State Worker's Compensation Laws. The Licensee shall furnish a Certificate of Insurance to the City evidencing coverage of Worker's Compensation Insurance. In addition, the Licensee shall carry Comprehensive Public Liability and

Property Damages Liability Insurance, and if alcoholic beverages are served, Liquor Liability Insurance, with limits hereinafter set forth to cover the Licensee and its contractors and subcontractors against claim due to accidents which may occur or result from operations under this Agreement. Such insurance shall cover the use of all equipment related to the provision of outdoor dining services. The Comprehensive General Liability Policy, and if applicable, Liquor Liability Insurance Policy, shall insure against all claims and demands for bodily injury and property damage with respect to the outdoor dining facilities and services, with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The City shall be named as an "additional insured" in all policies for such insurance. The Licensee shall hold harmless, defend and indemnify the City of Stuart and its employees and agents from any responsibility, liability, and claims arising out of or related to the operations under this Agreement. The Licensee shall furnish a certificate of insurance to the City prior to commencing provision of the facilities and services authorized under this Agreement. Where such insurance is renewed or replaced, the Licensee shall furnish the City with a certificate of insurance evidencing same.

4. Conditions.

- a. The number of tables and chairs approved shall be limited to the area depicted in "Attachment 1".
- b. The Licensee shall comply with outdoor dining program guidelines and policies in "Attachment 2".
- c. The retractable awning should complement the building and existing awnings.
- d. The awning should be retracted when it's not in use and when there is threat of a storm or other inclement weather.
- e. The Licensee is responsible for the building permit for the awning. The awning shall comply with building code regulations and the city's Land Development Code requirements.
- f. Maintenance. The Licensee shall maintain the premises utilized for the provision of outdoor dining facilities and services under this Agreement in a clean and orderly condition. The Licensee assumes responsibility for the removal of any debris generated by the construction, operation, or existence of the outdoor dining facility and service. These duties assumed by the Licensee include but are not limited to:
 - General maintenance and cleaning of fixtures; and
 - Sweeping; and
 - Trash Removal; and
 - Security, which includes the removal of any person who becomes disorderly.The Licensee shall be solely responsible for any costs and losses generated by the listed, and any other maintenance duties.
- g. A building permit is required for all outdoor dining deck.
- h. All food preparation must take place inside the associated food service establishment.
- i. Maintenance of platform, fence, furnishing and awning are the sole responsibility of the food service establishment.
- j. No additional signage shall be permitted to be in place along the designated outdoor seating area
- k. All applicable state health requirements shall be met.
- l. The use of public right-of-way for outdoor dining furniture and appurtenances shall only be permitted incidental, and ancillary, to the operation of a restaurant and private abutting property and the outdoor dining area shall not extend laterally beyond the frontage of the Licensee's establishment.
- m. All public sidewalks shall be free of signage and any kind of impediment to the pedestrian.
- n. A Use of Public Way for Outdoor Dining Agreement between the City, both the operator of the food service and the abutting landowner shall be approved by the City.

- o. Outdoor dining on public right-of-way shall be a special use allowed in the Community Redevelopment Agency (CRA) as defined by the Downtown Stuart Outdoor Seating Strategy exhibits.
 - p. This license is revocable by the City Manager for any reason whatsoever upon written notice to the Licensee.
 - q. All other City of Stuart codes and ordinances must be followed.
 - r. Applicant shall not block fire department connections for fire sprinkler and/or standpipe systems.
 - s. Seating areas shall provide at least 6' of clearance around fire hydrants.
 - t. Outdoor dining area approved on the public rights-of-way, shall at all times provide a minimum clearance and open pedestrian pathway of 4 feet (48 inches).
5. Term. The license granted herein shall begin after it is approved by the City Manager's office and upon execution of this Agreement and payment of the License Fee. The term of this License Agreement shall be 12 months. The agreement shall automatically for an additional 12-month period if neither party cancelled within 30 days of the expiration. At the beginning of each year, the rate shall be increased by the Consumer Price Index (CPI) and the licensee shall provide the City of Stuart verification that all documents (e.g., liability insurance, business tax license) required in the agreement is current. Licensee shall pay to the City of Stuart a monthly rental fee of **\$243.06** during which it places the tables and chairs on public property. The failure to pay timely may result in a late fee or revocation of this License Agreement. Either Licensor or Licensee may cancel this license at any time upon 10 days' prior written notice to the other. Upon cancellation or termination of this License Agreement, and upon the request of Licensor, Licensee shall remove as requested any improvements, fixtures, equipment, and other personal property placed upon the Licensed Premises by Licensee. The costs and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by Licensee.
 6. Hours of Operation. The License granted hereunder neither extends the physical description of the Premises nor shortens or extends the hours during which the Licensee may carry on other lawful licensed activities in the premises to which the outdoor dining area is auxiliary.
 7. Revocation. The parties covenant and agree that this License is not an interest in land and is revocable at will by the City Manager for any reason whatsoever upon written notice to the Licensee from the City. The license will terminate upon Licensee's receipt of said written notice described therein. Licensee acknowledges, covenants and agrees that this License is revocable at will by the City and the Licensee further acknowledges, covenants and stipulates that in the event of such revocation, the Licensee shall have no recourse or claim against the City for such revocation whether by way of monetary charges, a suit in equity, or otherwise.
 8. Severability. If any provisions, paragraphs, sentence, or clause of this bylaw shall be held invalid for any reason, all other provisions shall continue in full force and effect.

WITNESS, the execution hereof in counterparts under seal as of the date and year first above written.

CITY OF STUART, a municipal corporation

By: _____
David Dyess
City Manager

Date: _____

LICENSEE

By: _____

Print Name: Eric Cavallaro

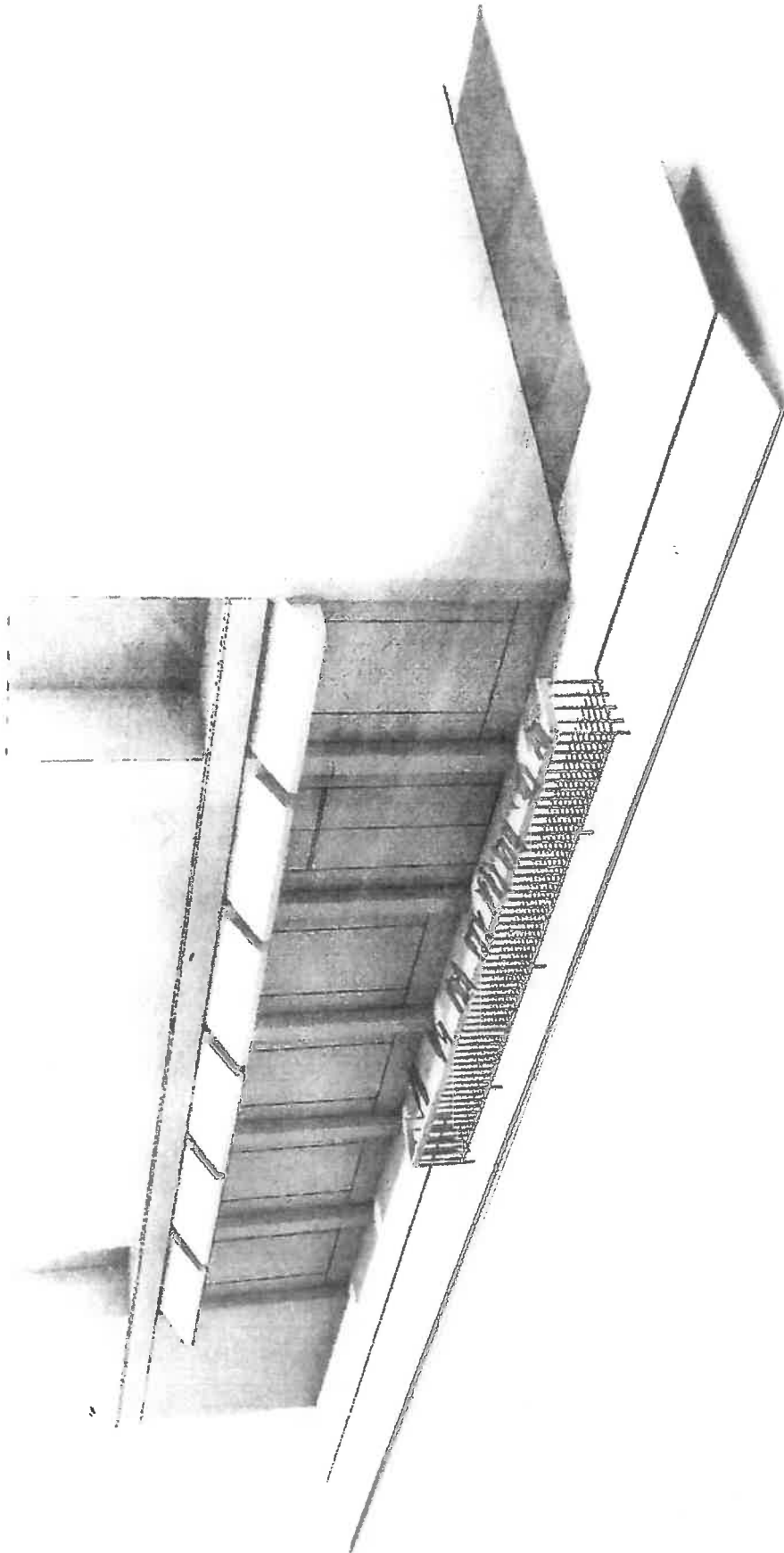
Date: _____

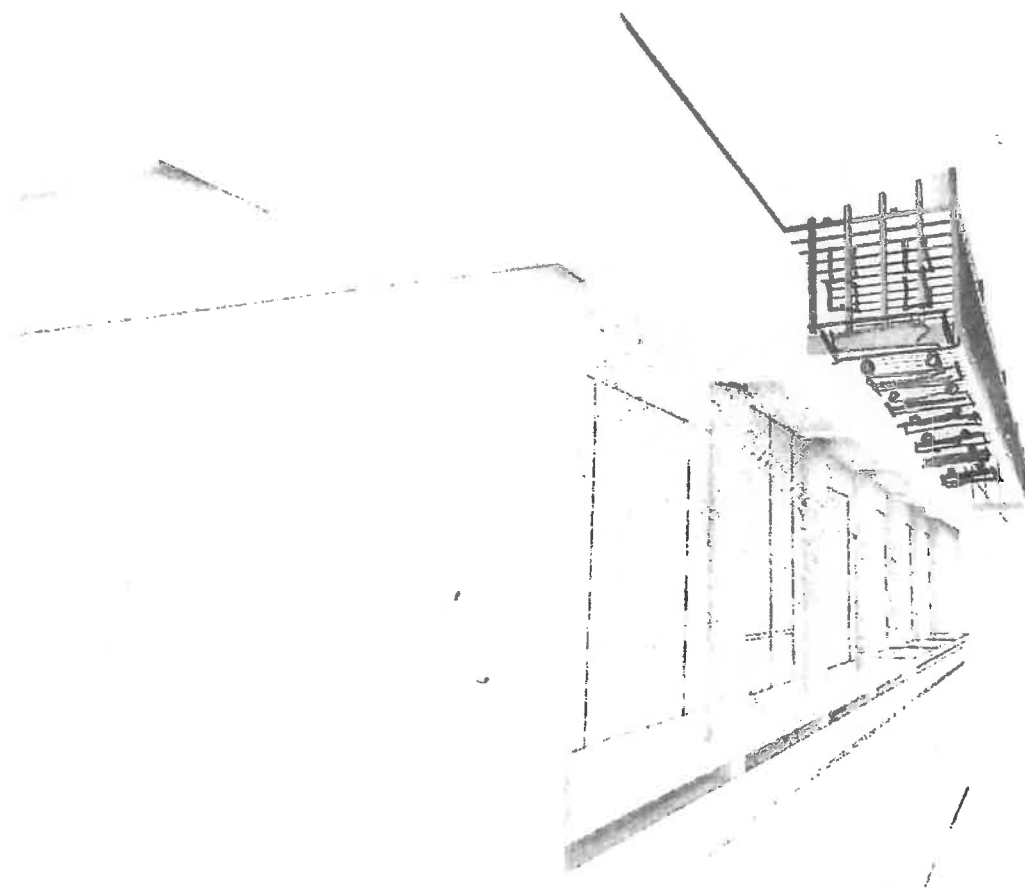
**CIVITAS
PROPERTY OWNER'S ASSOCIATION**

By: _____

Print Name: Glenn Webber

Date: _____







OUTDOOR DINING PROGRAM GUIDELINES AND POLICIES

DEFINITIONS

1. **“Establishment”** shall be defined as any restaurant, bar or other food establishment located within the Outdoor Dining Program boundary as depicted in Exhibit A.
2. **“Outdoor Dining Area”** shall be defined as any portion of a restaurant, bar or other food or beverage establishment located on the City’s public rights-of-way where patrons consume food and/or beverages provided by an adjacent food service establishment within the program boundary. Use of the public right-of-way for outdoor dining activities may only occur pursuant to an Outdoor Dining License Agreement.

OUTDOOR DINING PROGRAM GUIDELINES

1. Only properties meeting the definition of “Establishment” shall qualify for the Outdoor Dining Area.
2. Outdoor Dining Program shall be limited to the areas depicted in **Exhibit A**. The courtyard area along SW Seminole Street is included and is eligible for the outdoor dining program and guidelines.
3. Outdoor Dining Program shall be limited to 8% saturation level of the total available parking spaces within the Historic Downtown District program boundary. The 8% saturation level applies to those application seeking to use the existing parking spaces within the Historic Downtown District.
4. Additional space in the public right-of-way that does not impact the existing parking spaces located adjacent to the establishment throughout the City shall be available on limited basis and at the discretion of the City Manager and shall meet the guidelines herein.
5. Outdoor Dining area within the Historic Downtown District shall not exceed removal of more than 2 parking stalls along the street adjacent to the establishment.
6. All Signage or advertisement is prohibited on outdoor furniture/shading elements.
7. Outdoor Dining seating shall not require additional parking.

8. Establishments shall comply with all local, state and/or federal laws and regulations applicable to the operation and improvements of Outdoor Dining Areas.
9. Applicant recognizes that this program does not vest any property rights and the City of Stuart has the right to terminate without claim by the applicant.
10. Outdoor Dining Program does not qualify for the Business Improvement Reimbursement Program (BIRP) Grant.

FURNITURE AND FIXTURES

1. Establishments are responsible for providing the furniture for their Outdoor Dining Areas. All furniture/elements must be entirely contained within the Outdoor Dining Area.
2. For outdoor dining area approved on a deck, establishments shall provide a minimum of 2-3 potted planters that is at least 6 feet in height and spaced out evenly at the closest edge of the road.
3. Establishments are required to maintain all furniture in Outdoor Dining Areas in good visual appearance, without visible facing, dents, tears, rust, corrosion or chipping or peeling paint. All furniture shall be maintained in a clean condition at all times. All furniture shall be durable and sufficiently sturdy as to not blow over with normal winds.
4. All furniture other than dining tables, chairs, shading elements and planters are prohibited in the Outdoor Dining Area. The furniture shall always remain in the outdoor dining area unless the City declares a state of emergency due to a storm or strong winds. Examples of prohibited furniture include, but are not limited to, serving stations, bar counters, shelves, racks, sofas, trash receptacles (other than those provided by the city) and torches.
5. For Historic Downtown District, all furniture, railings and shading elements shall comply with the recommended traditional style as provided in **Exhibit B**. Establishments seeking any other type of furniture, fixtures or shading element other than what is permitted under **Exhibit B** will require approval by the Community Redevelopment Board (CRB).
6. For Downtown East Extension and Colorado Avenue, establishments shall provide images of type of outdoor seating furniture (tables, chairs, umbrellas, potted plants) for approval by the CRA Administrator or City Manager. Any other type of fixtures or shading element will require approval by the Community Redevelopment Board (CRB).
7. Outdoor furniture and fixtures should complement the architectural style and colors of the adjacent building.

8. All furniture, railings, and shading elements shall remain within the outdoor dining deck area only as shown and approved on the site plan.
9. Outdoor dining area approved on the public sidewalk, shall at all times provide a minimum clearance and open pedestrian pathway of 4 feet (48 inches).
10. Furniture must be Freestanding. It must not be secured to trees, lampposts, street signs, hydrants, or any other street infrastructure by means of ropes, chains, or any other such devices, whether during restaurant operating hours or at times when the restaurant is closed.

Tables:

1. Tables may be colored or of a natural unpainted material (i.e., aluminum, iron, or wood).
2. Square or rectangular tables are strongly recommended.
3. Although optimal table size varies by each establishment's specific Outdoor Dining Area, smaller tables are preferred and more efficient and flexible.
4. Establishments should strive for space-efficient seating layouts and furniture configuration.
5. If outdoor dining permitted on sidewalk, square or rectangular tables may fit flush against a building's wall to allow more space for patrons.

Chairs:

1. Chairs shall be colored or of a natural unpainted material (i.e. aluminum, iron, or wood).
2. All chairs used within a particular establishment's outdoor seating area must match or be harmonious with each other by being of visually similar design, construction or color.

Shades or Coverings:

1. Shading elements may include umbrella, aluminum pergola, awnings, sail shade or any other element approved by the Community Redevelopment Board (CRB).
2. Motorized retractable or roll-up shades that is either made of transparent screen mesh or clear vinyl may be allowed for large openings.
3. Umbrellas shall comply with the following:
 - a. Umbrellas must be of a single, solid color, which may (and is encouraged to) vary to reflect special holidays and events.
 - b. Appropriately designed and sized umbrellas are permitted for use under this outdoor seating program.
 - c. For outdoor dining area approved on a deck, umbrellas shall not extend over sidewalk.
 - d. Umbrellas must be contained within the Outdoor Seating Area, and the lowest dimension of an extended umbrellas must be at least seven (7) feet above the sidewalk surface.

- e. The size and shape of any umbrella strongly affects its functionality within a constrained space. Square or octagonal umbrellas, and even clustered umbrellas are permitted.
 - f. Material must be fade resistant canvas (no plastic or vinyl).
4. Shading elements such as umbrellas, awnings and sail shade must blend appropriately with the surrounding built environment. The shade element fabric must be removed/replaced if faded.

Lighting/Fans:

1. All electrical items (e.g., fans, lighting, tv, air conditioning system, etc.) within the Outdoor Dining Area shall be approved by the Community Redevelopment Board. Establishment is responsible for all building permits and fees for electrical permit associated with the project.
2. Establishments shall not use any City owned electrical outlets.

Raised Decks and Railings:

1. The City shall install the standard decks and railings, which consists of raised decks constructed with wood or composite decking boards and bridge over gutter to existing sidewalk with secured iron plank.
2. Decorative railings shall be installed on all sides adjacent to roadways for barrier. The railings shall be constructed of metal (aluminum, steel, iron, or similar) and must be a black color.
3. Establishment seeking any other material for the deck and/or railings shall be approved by the Community Redevelopment Board (CRB). Such installation shall be the responsibility of the applicant pursuant to the CRB approval. The applicant is responsible for building permits and fees associated with the improvements.

Removal of Items Owned by the Applicant:

1. Applicant shall be responsible for removing all outdoor dining furniture, umbrellas, awnings, sail shade, lighting, planters, and other items from the Outdoor Dining Area anytime the City declares a state of emergency due to a storm or strong winds.
2. In the event that an Applicant fails to remove all outdoor dining furniture, umbrellas, awnings, sail shade, lighting, planters and other items from the Outdoor Dining Area, the City may remove such items and charge the Applicant for all such costs incurred by the City.

OUTDOOR DINING REGULATIONS AND CONDITIONS

1. The spaces allocated for the Outdoor Dining Program shall be assigned on the first come first served basis. If there are no available spaces, a waiting list shall be maintained by the CRA Administrator. As soon as space becomes available, the first establishment on the list must enter into a license agreement or be removed from the list. To qualify to be on the list, you must be currently eligible and remain eligible for the license agreement based upon the terms and

conditions of the program. If the establishment on the list becomes ineligible, there name shall be removed from the list. It is not assignable.

2. Renewal of Outdoor Dining License Agreements shall be accomplished by paying each year's Outdoor Dining License Fees in full by October 1st of that year. Alternatively, the Outdoor Dining License Fees may be paid in monthly payments, with the first payment made by October 1st of the involved year and first day of each month thereafter. Outdoor Dining License Renewal Fees not received on time shall incur a Late Payment Fee of 20% of the invoiced amount.
3. The Licensee shall obtain and maintain in force during the life of the Outdoor Dining License Agreement comprehensive general liability insurance and designate the City of Stuart as additional insured for the Outdoor Dining Area. The Licensee shall provide insurance verification for each year of Outdoor License Agreement renewal. The insurance policy shall include the space between the Outdoor Dining Area and the establishment as additional insured and as depicted on the site plan. Even though the sidewalk is additionally insured, it shall not be for the exclusive use of the establishment.
4. Upon termination of the Outdoor Dining License Agreement, the licensee shall return the parking area/sidewalk/right-of-way to its original condition, or a condition deemed acceptable by the City Manager, and remove all personal property, furnishings, umbrellas, trash receptacles and other fixtures from the City's right-of-way.
5. In the event that an Applicant fails to remove all outdoor dining furniture/fixtures from the Outdoor Dining Area and return the parking area/sidewalk to its original condition upon termination, the City may remove such items and restore the parking space and charge the Applicant for all such costs incurred by the City.
6. Outdoor Dining License Agreements are not transferrable, delegable or assignable. In the event of a transfer of the business, the transferee shall apply to the City for a new License Agreement.
7. The City Manager is authorized to approve an Outdoor Dining License Agreement and to execute an Outdoor Dining License Agreement on behalf of the city consistent with the Outdoor Dining Program.

APPLICATION REQUIREMENTS

1. All establishments shall submit the City's Outdoor Dining Program Application Form to the Development Department/Community Redevelopment Agency (CRA) for review.
2. Site plan: Applicants shall provide a site plan/drawing showing the proposed Outdoor Dining Area.

3. Photos or Drawings of Furniture: Applicants shall provide photos or other graphic representation (including color and material) of furniture, planters, umbrellas, structures, needed for the City to verify that the proposed furniture conforms to the design guidelines.
4. Copy of the City of Stuart Local Business Tax Receipt for the restaurant
5. Proof of Liability Insurance (add City of Stuart as additional insured for any Outdoor Dining Area in the City's Right-of-Way per approved site plan as respect to General Liability).
6. Application must be signed by Property Owner.
7. Submit established fees for the standard deck improvements. Fees will be established after the application is submitted.

PUBLIC HEARING PROCESS

CRB approval shall follow the Minor Urban Code Conditional Use process and require one public hearing. Prior to being scheduled for a hearing, a complete application must be submitted which shall include a site plan; elevations and all design requests sought by the applicant. The submittal must be certified by a licensed architect or engineer.

EXHIBIT A

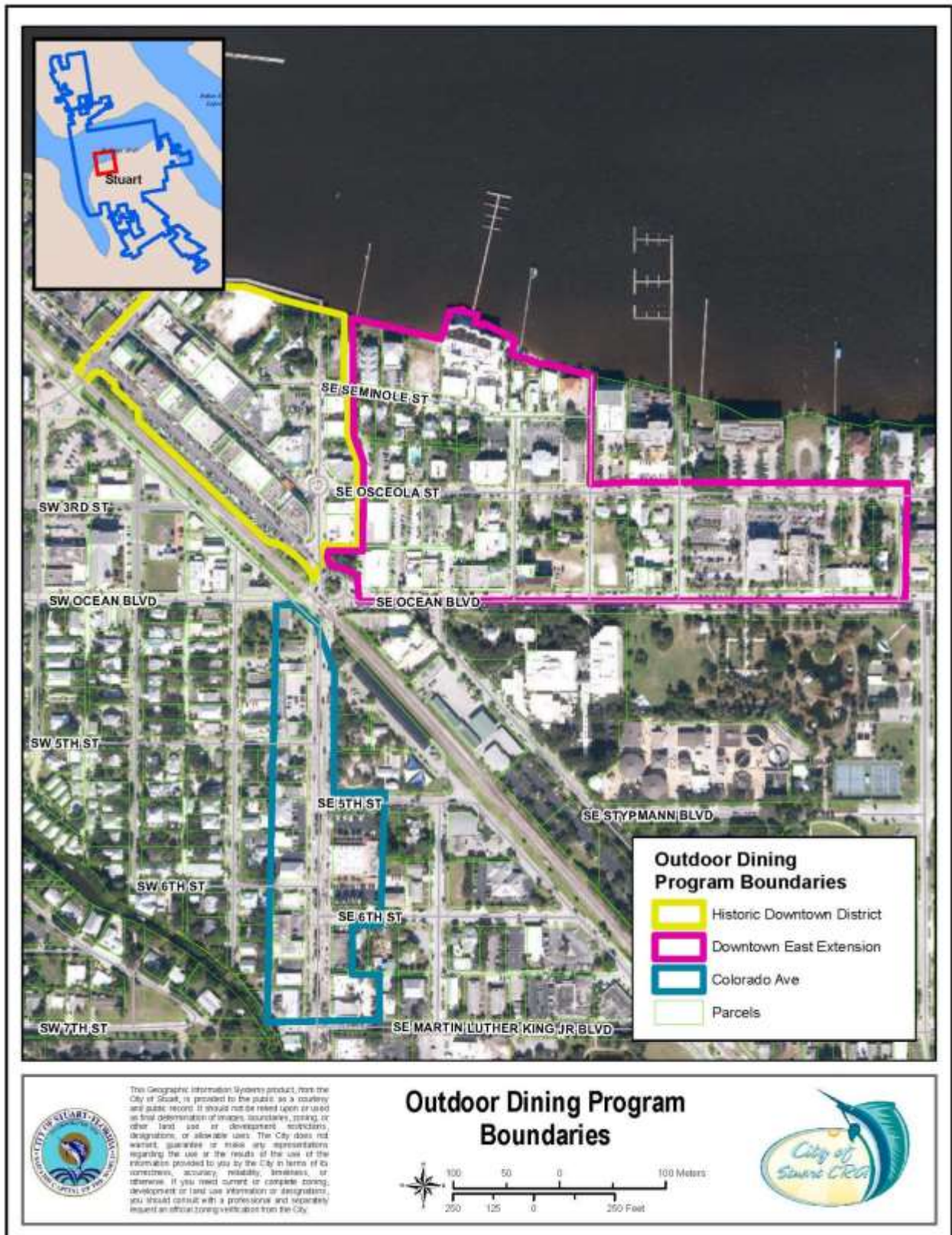
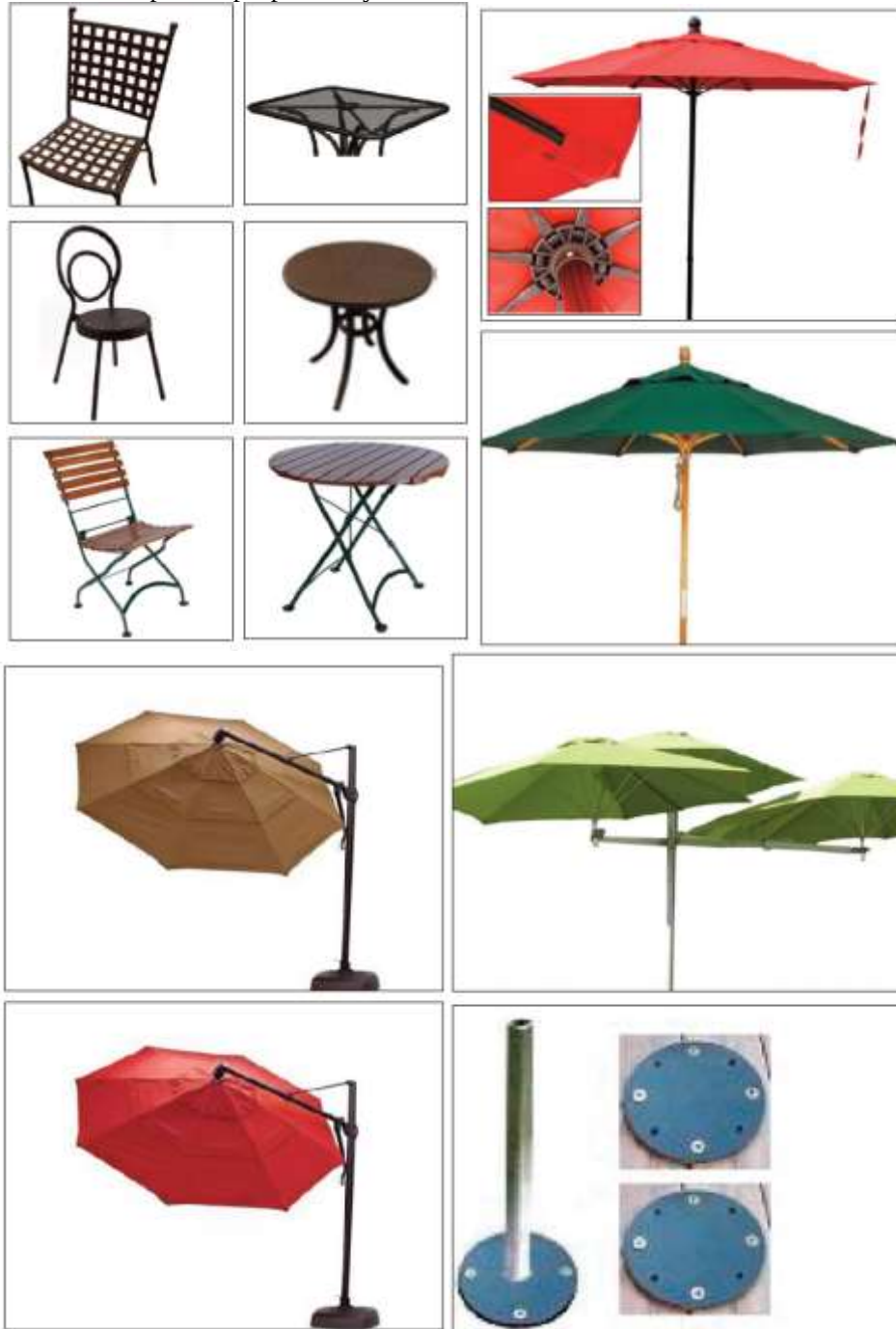
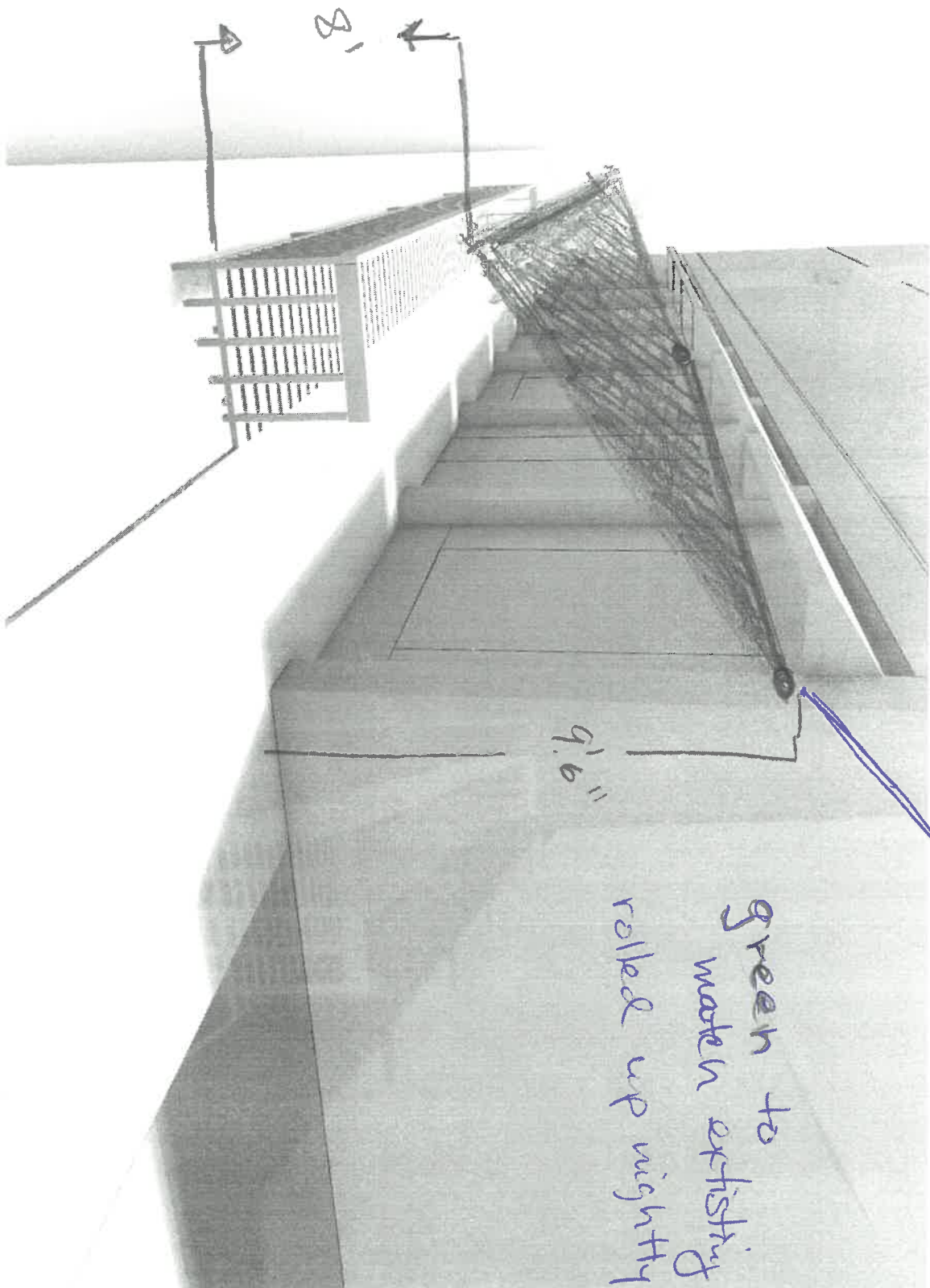


EXHIBIT B

Outdoor Seating Furniture and the elements that make up the Outdoor Seating Islands in Historic Downtown District should follow a traditional style in keeping with the historic character and charm. The furniture and materials proposed in this report tend to be of simple, classical proportions and noble materials, such as aluminum, iron and wood. Dimensions of proposed elements are of constrained size and proportions.

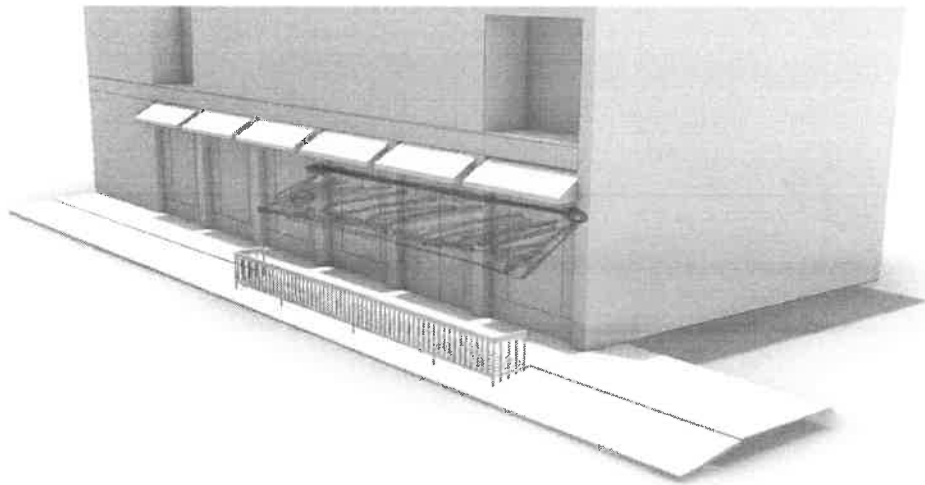
Following are a few examples of proposed styles for side chairs and tables:



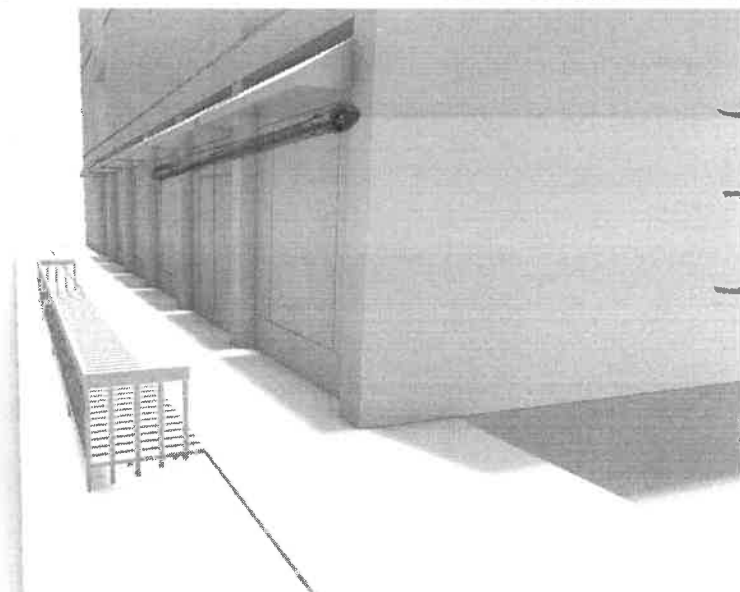
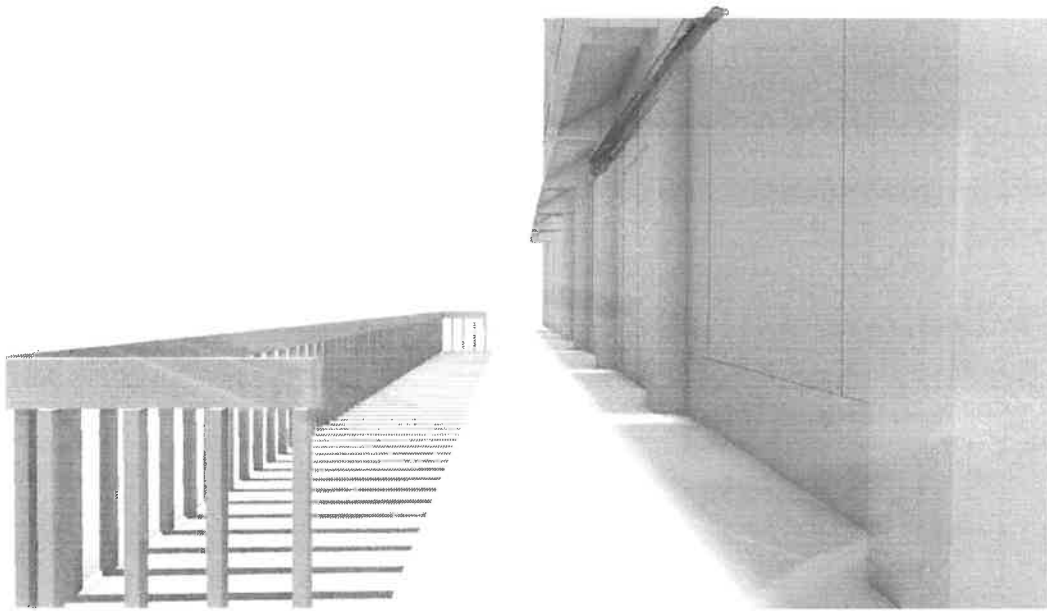


pulled up under existing

green to
match existing
rolled up nightly



extended



- rolled up
- green awning
- tucked up underneath existing



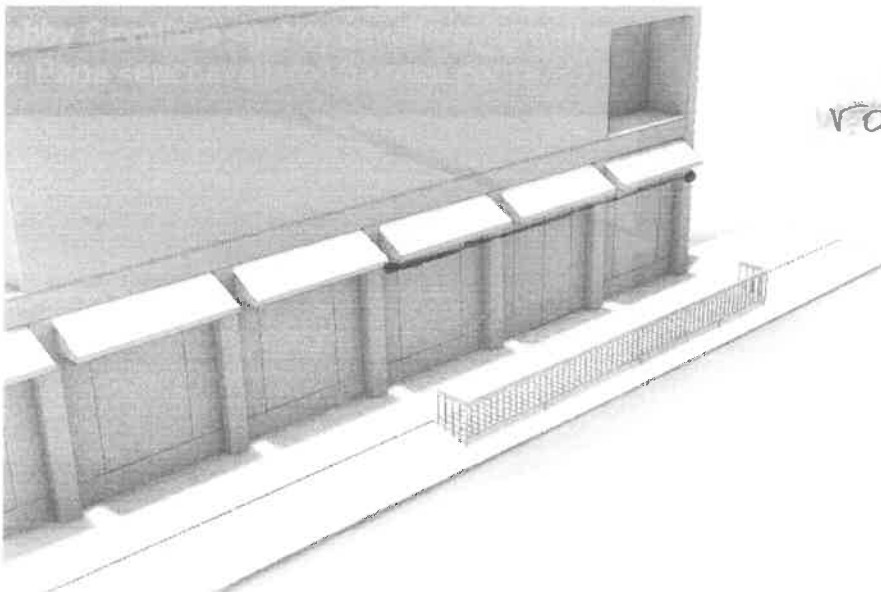
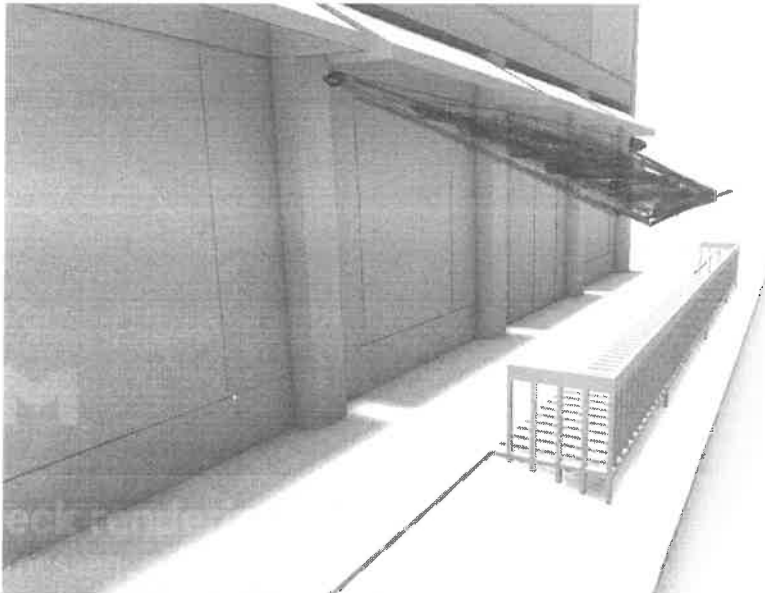
EXHIBIT B

deck rendering

3 messages

Gabby Cavallaro <gabby.cavallaro@gmail.com>
To: Papa <ericcavallaro1@gmail.com>

Tue, May 17, 2022 at 11:39 PM



rolled up: safe for
storms


[Order Today](#)
[Awnings](#)
[Get Pricing](#)
[Find Dealer](#)
[FAQ](#)

Motorized Retractable Awnings

Free Awning Fabric Swatches

To have us mail you FREE Awning Fabric swatches of your choice, [click here](#)



Our top-of-the-line, most popular models, the ultimate in push-button shade and protection.

4.6 3987 Reviews

Now simply press a button and get cool shade and protection instantly. The Motorized and Motorized XL Awnings operate effortlessly in seconds, so you can control the weather on your deck or patio. They are the ultimate in convenience, protection, and affordability.

The Motorized XL Awning is identical to the standard Motorized model, except that it offers greater projection (it extends out from your house up to 13 ft. 1 in - see details on the right.) So the XL provides the maximum in coverage, shade, and protection.

Our motorized awnings are a "lateral arm" style. The motor operates strong support arms that open and close horizontally under the awning canopy.

These exceptional awnings give you the same features - or better - than other electric awnings that cost hundreds or even thousands of dollars more. They include state-of-the-art lateral arm technology for superior performance and stability, plus a top-of-the-line SOMFY³ motor - the best in the industry - hidden inside the awning roller.

[VIEW PRICES](#)

- Nighttime enjoyment. Add our Dimming LED Lights to extend your awning usage into the evening.
- Turns your deck or patio into a beautiful "outdoor room".
- Lets you outsmart the weather. Provides cool shade anytime you want. It can be up to 20 degrees cooler under your awning.
- Great protection. Blocks 99% of harmful UVA and UVB rays.
- Helps keep the inside of your home cooler by preventing sun from coming in windows and sliding glass doors.
- Closes in seconds when you want to enjoy the sun.

[BUILD YOUR AWNING](#)



[BUILD YOUR AWNING](#)

Motorized & Motorized XL Model Facts:

- **American Quality:**
Assembled right here in the USA
[5-Year Limited Warranty](#)
[SunSetter Quality](#)
[Optional All-Weather Warranty](#)
- **Awning Style:**
Lateral arms open and close horizontally under the canopy, with push button Remote Control.
- **Widths and Fabrics:**
Motorized Model
8 ft. - 18 ft. (Woven Acrylic or Laminated Fabric)
19 ft. - 20 ft. (Woven Acrylic Fabric Only)
Motorized XL Model:
14 ft. - 20 ft. (Woven Acrylic Fabric Only)
- **Fabric Color Choices:**
Woven Acrylic and Traditional Laminated Fabric and Color Choices [4 Available Awning Fabrics](#)
- **Extends Out from Your House:**
Motorized Model:
8 ft. wide awning extends 7 ft.
10 ft. - 11 ft. awnings extend 9 ft.
12 ft. - 20 ft. awnings extend 10 ft. 2 in.
Motorized XL Model:
11 ft. 8 in. or 13 ft. 1 in.
- **Minimum Mounting Height:** needed for installation: 7 ft. 6 in.
- **Installation:**
Do it yourself in just 2-3 hours, with easy to follow, step-by-step instructions and DVD. Most Authorized SunSetter Dealers also offer optional professional installation.
[Dealer Locator](#)
- **Install On:**
Any surface, including wood, brick, stucco, aluminum, and vinyl siding.
- **Can be installed directly on eaves and overhangs.** Just choose the soffit mount

AMERICA'S BEST

Quality: The Motorized XL has a standard 18 ft. cord that is grounded outlet.

Accessories:

SELLING AWNINGS

[Electric Awning with LED](#)
[Wireless Wind Sensor](#)
[Patio Lights](#)
[Awning 5-ohm](#)
[Front and Side](#)
[Weatherstripper](#)
[Cleaning Kit](#)
[SunSetter Mats](#)

- **Customer Reviews:**
Read what SunSetter Awning owners have to say

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SunSetter Products
184 Charles Street
Malden, MA 02148
[844-313-0141](tel:844-313-0141)

A retractable fabric awning that is self-supporting responds to winds differently than a fixed or permanent fabric awning that is supported (also known as a canopy). A self-supported awning extends from a structure using spring loaded aluminum or steel arms. The springs in the arms help keep it extended and elevated. The pressure from a 23 mph wind would be like having a 300-pound person sitting on your awning. Nothing might happen, but it could damage your awning support arms. Retractable awnings that are rated for wind Class 2, if they are properly secured to a structure, should be fine in a steady wind speed of 19 to 24 mph. If the front of the awning starts to bounce a lot, a dangerous for retractable awnings wind speed has been reached, and you should roll it up before the arms are damaged and install a wind or motion sensor as soon as possible so that the rollup or retraction occurs automatically. A good rule of thumb: If you're reading a magazine and the wind is flipping the pages for you, retract your awning.

Beaufort Scale	m/s	km/h	mph
0 Calm	0 - 0.2	0 - 1	0 - 1
1 Light Air	0.3 - 1.5	1 - 5	1 - 3
2 Slight Breeze	1.6 - 3.3	6 - 11	4 - 7
3 Gentle Breeze	3.4 - 5.4	12 - 19	8 - 12
4 Moderate Breeze	5.5 - 7.9	20 - 29	13 - 18
5 Fresh Breeze	8.0 - 10.7	30 - 39	19 - 24
6 Strong Breeze	10.8 - 13.8	40 - 49	25 - 31
7 Moderate Gale	13.9 - 17.1	50 - 61	32 - 38
8 Fresh Gale	17.2 - 20.7	62 - 74	39 - 46
9 Strong Gale	20.8 - 24.4	75 - 88	47 - 54
10 Whole Gale	24.5 - 28.4	89 - 102	55 - 63

CIVITAS

101 EAST OCEAN BLVD., SUITE 203, STUART. FL 34994 * PHONE 772-287-5600

October 19, 2022

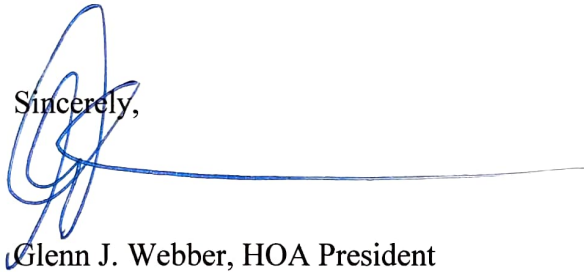
To Whom It May Concern

Re: Awnings for Pepe and Sale at 101 East Ocean Boulevard

This letter will serve to confirm that the Civitas HOA has no objection to the proposed awning installation for Pepe and Sale..

The project approval is conditioned upon the following; 1) the color of the awnings will match the existing awnings, 2) the existing awnings will remain in place, 3) the new awnings will be retraced when not in use and 4) the building will be returned to its original condition when the tenant vacates.

Sincerely,



Glenn J. Webber, HOA President

STUART COURTHOUSE, LLC

September 30, 2022

Ms. Erin Wohlitka, Acting Director
Development Department
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Dear Erin:

The owner of Pepe and Sale has asked for a letter of no objection for a proposed awning and deck and railing to be installed in front of Unit 103, 101 SE Ocean Blvd, Stuart, FL, 34994. It has been represented that the new awning would cover the sidewalk and deck in front of that unit only and a clear path would be preserved for pedestrians. We have been provided with a rendering and it is attached hereto as Exhibit 1.

We have no objection to the proposed awning and deck, provided the installation is consistent with Exhibit 1, complies with all applicable codes and is approved by the City of Stuart.

Should you have any questions, please advise.

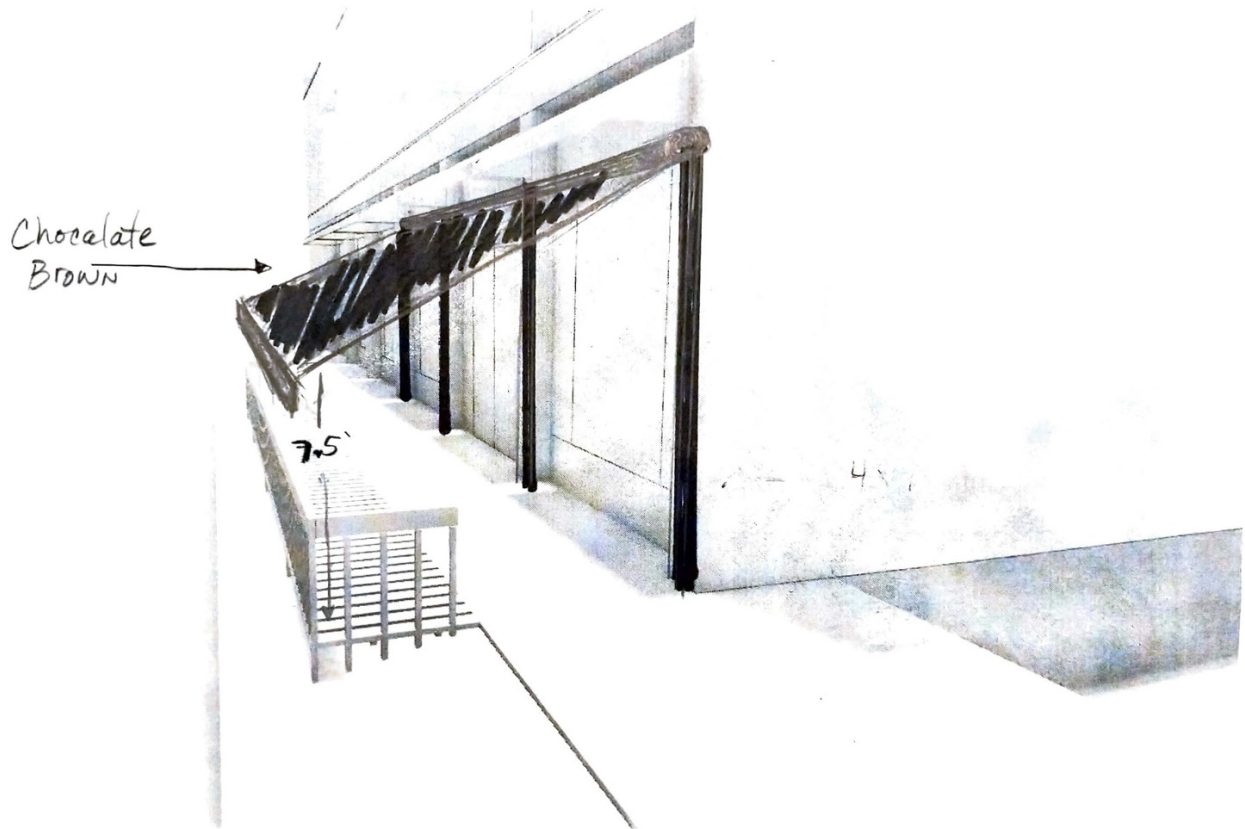
Sincerely,

Stuart Courthouse, LLC

Timothy L. Hernandez
Manager

c: Todd Jensen
Eric Cavallero

Exhibit 1



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

AFFIDAVIT ATTESTING TO NOTIFICATION

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

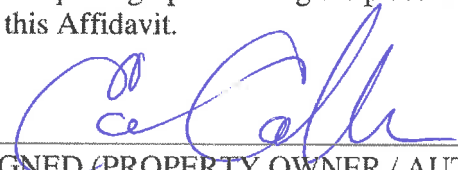
That I am the owner(s) or petitioner(s) of the following described property
which constitutes the location for which notification is required:

101 SE Ocean Blvd

That a copy of the notice was sent by regular U.S. Mail on 10/14/22 to the
property owners within 300 feet of the subject property.

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

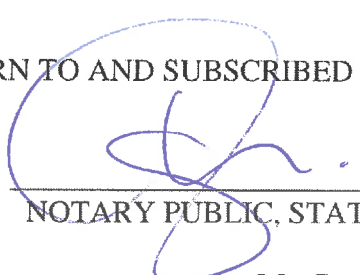
That a photograph showing the placement of the notification sign be made a part
of this Affidavit.



SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SWORN TO AND SUBSCRIBED before me this 14th day of Oct, 2022



NOTARY PUBLIC, STATE OF FLORIDA:

My Commission Expires:



Notice to Surrounding Property Owners

Subject: Public Hearing before the City of Stuart Community Redevelopment Board

Petitioner: Eric Cavallaro

Project Name: Shade Structure above the sidewalk and outdoor dining deck

Parcel ID #: 04-38-41-034-001-03050-0

Address of Property: 101 SE Ocean Blvd, Stuart, Florida (please refer to the attached location map)

Proposed Request: Request for a Minor Urban Code Conditional Use Permit Application – consider shade structure above the sidewalk and outdoor dining deck located at 101 SE Ocean Blvd, Unit 103. The property is situated within the City of Stuart Community Redevelopment Area.

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the Community Redevelopment Board on **Tuesday, November 1, 2022, at 4:00 P.M.** to consider the above request.

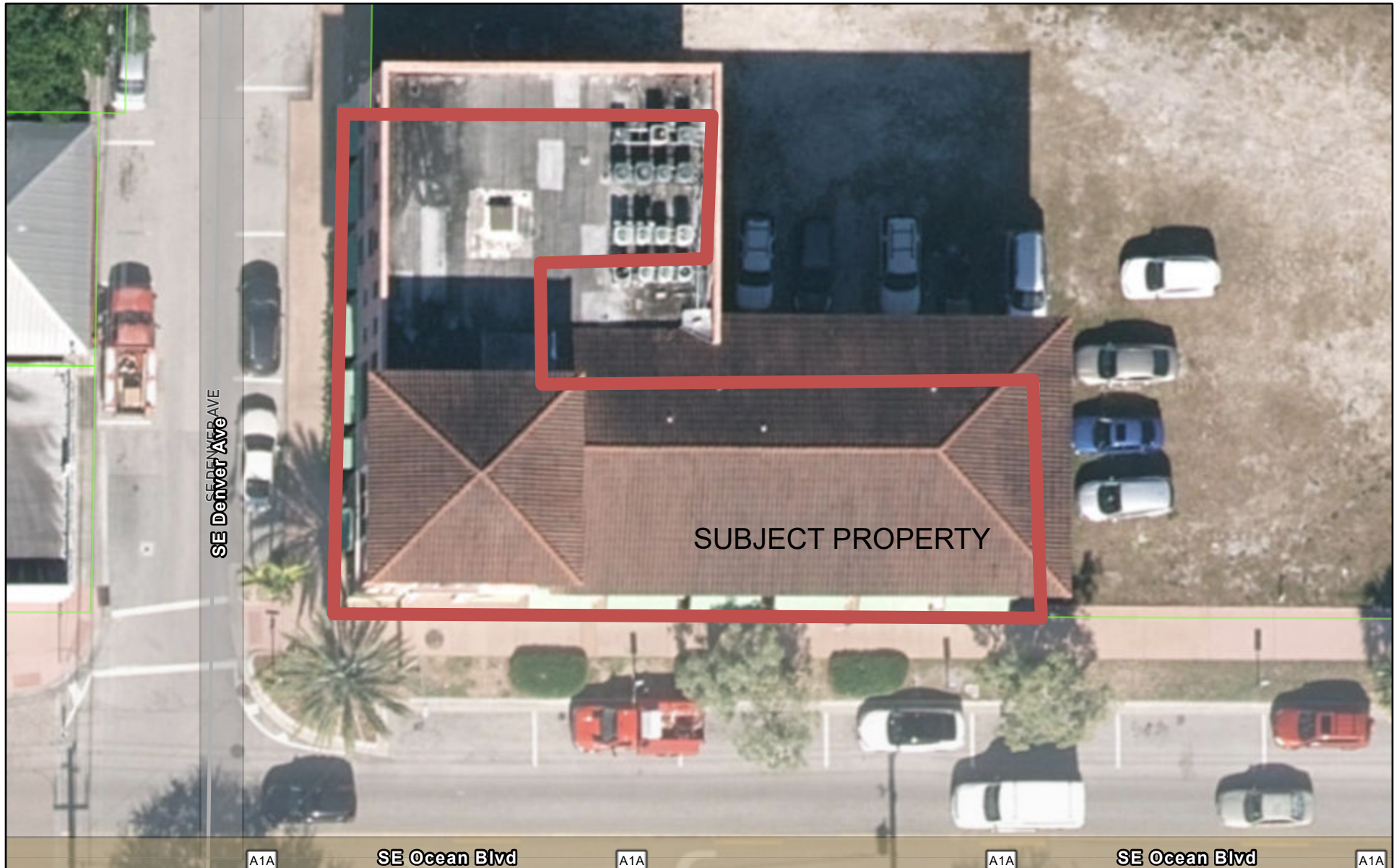
The public hearing(s) will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the CRA Administrator, Pinal Gandhi-Savdas, at (772) 283-2532, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Eric Cavallaro
Business Owner of Pepe & Sale

ArcGIS Web Map



9/30/2022, 4:36:22 PM

- Override 1 City of Stuart Parcels — Roads
- Stuart City Limits □ City of Stuart

1:282
0 0 0 0.01 mi
0 0 0.01 0.01 km

Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

ArcGIS Web AppBuilder



NOTICE OF PUBLIC HEARING

**MINOR URBAN CODE CONDITIONAL USE
APPROVAL FOR A SHADE STRUCTURE ABOVE THE
SIDEWALK AND OUTDOOR DINING DECK AREA
101 SE OCEAN BLVD**

Stuart Community Redevelopment Board
November 1, 2022, at 4:00 P.M.

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