City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD May 10, 2021
AT 4:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Eula R. Clarke
Vice Mayor Merritt Matheson
Commissioner Becky Bruner
Commissioner Troy McDonald
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 - ANTOINE MILLER AND THE SOUNDS OF SUCCESS MUSIC CORPORATION

PROCLAMATIONS

2. POLICE WEEK - MAY 9 - 15, 2021

3. FLORIDA EMANCIPATION DAY - MAY 20, 2021

4. SAFE BOATING WEEK - MAY 22 - 28, 2021

5. HISTORIC PRESERVATION MONTH - MAY 2021

6. FOSTER CARE AWARENESS MONTH - MAY 2021

7. GARDEN WEEK - JUNE 6 - 12, 2021

PRESENTATIONS

8. EMPLOYEE SPOTLIGHT - MAY 2021

9. SERVICE AWARD - MAY 2021

10. FEDERAL HIGHWAY MASTER PLAN BY THE TREASURE COAST REGIONAL PLANNING COUNCIL

11. LAKE OKEECHOBEE AND 2022 LOSOM UPDATE BY BEN HOGARTH, CITY OF STUART

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

12. APPROVAL OF 04/26/2021 CCM MINUTES (RC)

13. ADOPT A CDBG SECTION 504 POLICY AND GRIEVANCE POLICY (RC):

RESOLUTION No. 48-2021; A RESOLUTION OF THE CITY OF STUART, FLORIDA UPDATING COMPLIANCE WITH SECTION 504 OF THE REHABILITION ACT OF 1973, ADOPTING A SELF EVALUATION FOR HANDICAP ACCESSBILITY AND ADOPTING A SECTION 504 GRIEVANCE PROCEDURE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

14. AUTHORIZATION TO NEGOTIATE RFP# 2021-203, STUART MARKET (RC):

RESOLUTION No. 50-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2021-203, STUART MARKET TOP RANKED FIRM, STUART MAIN STREET OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

15. AMENDMENT TO HUDSON'S ON THE RIVER LAND LEASE (RC):

RESOLUTION No. 51-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

16. PALMETTO COVE RPUD - REZONING TO RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2463-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING TWO PARCELS ON EITHER SIDE OF A 11' PUBLIC RIGHT OF WAY (ALLEY) ALONG SW PALM CITY ROAD, ON THE SOUTHWEST INTERSECTION OF SW HALPATIOKEE STREET, TOTALING 0.97 ACRES FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD); ESTABLISHING THE "PALMETTO COVE" RPUD CONSISTING OF THIRTEEN (13) MULTI-FAMILY UNITS WITHIN TWO (2) INDIVIDUAL TWO-STORY TOWNHOME BUILDINGS; WITH

SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - ANTOINE MILLER AND THE SOUNDS OF SUCCESS MUSIC CORPORATION

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy the music!

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ryanne Cavo

Title of Item:

POLICE WEEK - MAY 9 - 15, 2021

Summary Explanation/Background Information on Agenda Request:

It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Police Week (May 9-15, 2021)	5/4/2021	Proclamation

PROCLAMATION
POLICE WEEK
May 9 – 15, 2021

To recognize Police Week 2021 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States: and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 17,000 injuries: and

WHEREAS, since the first recorded death in 1791, more than 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty: and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the law enforcement memorial service held on Thursday, May 13, 2021 at 10 o'clock AM at the Martin County Sheriff Office.

NOW THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida do hereby proclaim the week of May 9-15, 2021 as:

POLICE WEEK 2021

and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 10th day of May 2021.

ATTEST:

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ryanne Cavo

Title of Item:

FLORIDA EMANCIPATION DAY - MAY 20, 2021

Summary Explanation/Background Information on Agenda Request:

For decades after the initial proclamation, African-American communities across the state carried out celebrations as a way of both honoring the past and celebrating the present. While the end of slavery in Texas is commonly observed as the end of slavery in the U.S. and celebrated as "Juneteenth." Florida's own day provides an opportunity to honor the history of, and continued fight for freedom for, historically marginalized communities.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Florida Emancipation Day - May 20th	4/9/2021	Proclamation

PROCLAMATION
FLORIDA EMANCIPATION DAY
MAY 20, 2021

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, freeing enslaved people in the rebelling Southern states, announcing "That on the first day of January, in the year of our Lord one thousand eight hundred and sixty-three, all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free...."; and

WHEREAS, it was more than two years later at the end of the Civil War, on May 20, 1865, that Union Brigadier General Edward M. McCook announced in Tallahassee, Florida the freeing of the state's African slave population. On that same day, Special Order Number 63 arrived from Major General Quincy A. Gillmore, and stated that "the people of the black race are free citizens of the United States"; and

WHEREAS, newly freed slaves celebrated this announcement with a picnic at Bull's Pond, which is located in Tallahassee and today called Lake Ella; and

WHEREAS, for decades after the initial proclamation, African-American communities across the state carried out celebrations as a way of both honoring the past and celebrating the present. While the end of slavery in Texas is commonly observed as the end of slavery in the U.S. and celebrated as "Juneteenth." Florida's own day provides an opportunity to honor the history of, and continued fight for freedom for, historically marginalized communities; and

WHEREAS, Emancipation Day helps shed light on the continuing challenges our country faces in combatting racism, inequity and inequality.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida do hereby proclaim May 20, 2021, as:

FLORIDA EMANCIPATION DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of May, 2021.

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ryanne Cavo

Title of Item:

SAFE BOATING WEEK - MAY 22 - 28, 2021

Summary Explanation/Background Information on Agenda Request:

For nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Safe Boating Week (May 22-28, 2021)	5/4/2021	Proclamation

PROCLAMATION
SAFE BOATING WEEK
May 22 - 28, 2021

Commending United States Coast Guard Auxiliary Flotilla 59 Stuart

WHEREAS, for nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

WHEREAS, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent 86% of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober while navigating – we can help ensure that boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

WHEREAS, on average, 600 people die each year in boating-related accidents in the U.S.; 79% of these are fatalities are caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida do hereby support the goals of the Safe Boating Campaign and proclaim **May 22 – 28, 2021**, as **Safe Boating Week** and the start of the year-round effort to promote safe boating and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of May, 2021.

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ryanne Cavo

Title of Item:

HISTORIC PRESERVATION MONTH - MAY 2021

Summary Explanation/Background Information on Agenda Request:

Historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Historic Preservation Month - May 2021	4/15/2021	Proclamation

PROCLAMATION
HISTORIC PRESERVATION MONTH
MAY 2021

WHEREAS, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, historic preservation plays an important role in our lives, and we should celebrate the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the Martin County Historic Preservation Board has planned events throughout Martin County during the month of May to increase awareness and the need for public participation in historic preservation in order to save our local treasures.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart do hereby proclaim May, 2021 as:

HISTORIC PRESERVATION MONTH

in the City of Stuart, Florida and encourages our citizens to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 10th day of May, 2021.

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ryanne Cavo

Title of Item:

FOSTER CARE AWARENESS MONTH - MAY 2021

Summary Explanation/Background Information on Agenda Request:

Family is the foundation of our communities and our state and serves as the primary source of love, identity, self-esteem and support. All children and youth in foster care should have opportunities to make meaningful, lasting connections with adults who will support and encourage them.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Foster Care Awareness Month - May 2021	5/3/2021	Proclamation

PROCLAMATION
FOSTER CARE AWARENESS MONTH
MAY 2021

WHEREAS, family is the foundation of our communities and our state and serves as the primary source of love, identity, self-esteem and support. All children and youth in foster care should have opportunities to make meaningful, lasting connections with adults who will support and encourage them; and

WHEREAS, foster, kinship and adoptive families, who open their homes, hearts and support children whose families are in crisis and who play a vital role in helping children and families heal, reconnect, find permanency, and also help launch these children into successful adulthood; and

WHEREAS, there is an on-going need for more foster homes on the Treasure Coast and the community needs to be made aware of the needs of children, as well as the enduring commitment and contribution of foster parents; and

WHEREAS, there are numerous individuals and local organizations like the Treasure Coast Foster Closet and the many volunteers who work tirelessly to increase awareness of the needs of children in foster care, as well as the valuable contribution of foster parents, adoptive parents and child advocates.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida do hereby proclaim May 2021, as

FOSTER CARE AWARENESS MONTH

in the City of Stuart, Florida and urge all citizens in recognition of this very worthwhile cause, to volunteer their time, talent and energy on behalf of the children in foster care and foster parents during this month and throughout the year.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of May, 2021.

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ryanne Cavo

Title of Item:

GARDEN WEEK - JUNE 6 - 12, 2021

Summary Explanation/Background Information on Agenda Request:

Gardening enables members of garden clubs across the nation and the world to make a world of difference in the communities where they reside and work.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Garden Week (June 6-12, 2021)	5/3/2021	Proclamation

PROCLAMATION
GARDEN WEEK
JUNE 6 - 12, 2021

WHEREAS, gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor, fragrance, and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

WHEREAS, gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, gardening furnishes a challenging and productive activity for our citizens, for those just learning, as well as those having years of experience; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

WHEREAS, gardening enables members of garden clubs across the nation and the world to make a world of difference in the communities where they reside and work.

NOW, THEREFORE, in an effort to acknowledge the importance of gardening and the numerous contributions of gardeners and garden clubs, I, Eula R. Clarke, Mayor of the City of Stuart hereby proclaim June 6 – 12, 2021 as:

GARDEN WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 10th day of May, 2021.

ATTEST:

_____
EULA R. CLARKE
Mayor

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Jan Foselli

Title of Item:

EMPLOYEE SPOTLIGHT - MAY 2021

Summary Explanation/Background Information on Agenda Request:

Recognize Tyler Bovee for the Employee Spotlight for May, 2021.

Funding Source:

N/A

Recommended Action:

Recognize Tyler Bovee for the Employee Spotlight for May, 2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Tyler Bovee, Employee Spotlight, May 2021	4/30/2021	Cover Memo

It is my pleasure to introduce Tyler Bovee as May's Employee Spotlight.

"I'm super passionate about my job!" Tyler exclaims. Born and raised in Martin County, Tyler was enmeshed in law enforcement while growing up. His dad worked for the Martin County Sheriff's Office (MCSO), and his fondest memories are when he and his mom met his dad at Atlanta Bread Company after his dad's shift. He sat and listened to the stories the deputies told from the previous night. "It was awesome to hear what they would talk about," he remembers. He was an Explorer with MCSO and during his high school years, began riding along with the Stuart officers, who were very welcoming. At the young age of 19, Tyler became a part-time reserve officer with the Stuart Police Department while also working part-time at the courthouse in the criminal and traffic divisions. Several nights a week, he went to the police department after his job to continue working alongside the officers. As a self-proclaimed night owl, he jumped on the opportunity to ride at night with the officers and experience a different side of Stuart – one that he found exciting and intriguing. Tyler knew he wanted to be a full-time officer on the night shift. While field training with Officer Delancy, he missed 11 calls from the police department, and one of them from (former) Chief David Dyess. Upon returning his call, Tyler was advised to give his 2 weeks' notice to the Clerk of Court. "Ok," Tyler responded, "but may I ask why?" "Because I'm hiring you!" Chief Dyess responded. Tyler gladly accepted the full-time position and hasn't looked back.

In October, 2015, he was approached to become one of the 2 K-9 officers in the department, and he enthusiastically accepted. Tyler and Bady became a team after 8 months of training and are still a team today. The training with a K-9 never stops – every Wednesday is a training day, and right now Bady is a little under the weather as he had several surgeries on his mouth. Tyler's proudest moment with Bady happened last August. After a call in which everything seemed to go wrong, Bady spent 3 hours tracking a bad guy and was able to apprehend the suspect. It was a hot, sweaty, exhausting chase but Bady held his tail high and had a little swagger in his step when he proudly walked back to the squad car alongside Tyler after the arrest. In 2019, Tyler and Bady received the K-9 Cigo Achievement Award.

In addition to his responsibilities as a K-9 officer, he is also on the SWAT team, a field training officer, a corporal and a member of the Honor Guard. He finds his job really challenging and a source of healthy stress. He would like to become a sergeant in the future and works closely with Sergeant Duran, who provides Tyler with a healthy dose of training opportunities to broaden his skill set. He is appreciative of the trust his commanding sergeant has in him.

When not working, Tyler takes one day a week to totally decompress. "It's a do nothing day," he explained. However, he does enjoy getting out on the water and fishing and going out with his friends and co-workers. He and his girlfriend enjoy hiking in the North Carolina mountains, and he makes it a priority to take a trip to Blowing Rock, North Carolina at least once year.

When asked what he likes best about working for Stuart Police Department, Tyler states, "the level of respect we all have for each other, across all levels of the department. There is a lot of trust, and we are a big family."

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** R. Johnson

Title of Item:

SERVICE AWARD - MAY 2021

Summary Explanation/Background Information on Agenda Request:

James Chrulski, Community Services - 15 years

Funding Source:

General Fund

Recommended Action:

Present Award

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Jordan Pinkston

Title of Item:

FEDERAL HIGHWAY MASTER PLAN BY THE TREASURE COAST REGIONAL PLANNING COUNCIL

Summary Explanation/Background Information on Agenda Request:

In coordination with the City of Stuart and with funding from the Department of Economic Opportunity the developed Master Plan provides clear design recommendations for detailed urban design and redevelopment scenarios along the Federal Highway in Stuart. For the City of Stuart, the workshop, surveys, and interviews offered an opportunity for citizens, property owners, and others to identify and evaluate land-use patterns and lasting effects of the COVID-19 pandemic in the study area. This visioning process expanded the role of citizen input, highlighting the relationships between land use, mobility, economics, and other factors. With an adopted Master Plan, the City can clearly communicate its expectations to citizens, business owners, investors, and agencies, well ahead of the capital investments necessary to enable a vibrant and sustainable City. Over time, the implementation of the Master Plan will encourage safer mobility and a more resilient economic corridor. This is crucial as issues of sustainability, growth, and transportation are paramount to local governance in Florida.

STUDY AREA

The study area runs from St. Lucie Crescent Road to SE Dixie Cutoff Road and includes about a mile of Federal Highway. Relatively little redevelopment has occurred in the last thirty years along this section of the corridor which sees frequent vacancies in plazas and unfulfilled infill development opportunities. Much of the existing development is characterized by large parking lots and buildings set far back on their site. A storage facility and gas stations are recent redevelopments. It has been clearly expressed that these uses so near the downtown of Stuart are misaligned with the community vision of the area. There are numerous challenges for pedestrians, cyclists, public transit users, and vehicles which have stifled mobility and are contributing to the economic stagnation along the corridor.

Funding Source:

The Florida Department of Economic Opportunity (FDEO) has awarded a reimbursable Community Planning Technical Assistance Grant to the City of Stuart in the sum of $38,000.

Recommended Action:

Provide feedback and indicate acceptance to move forward with the Federal Highway Master Plan submission to DEO.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A1. Federal Highway Master Plan	5/4/2021	Presentation

Draft 05-04-2021

Federal Highway Master Plan

DRAFT May 2021

Draft 05-04-2021

PREPARED FOR:

CITY COMMISSION

Eula Clarke, Mayor
Merritt Matheson, Vice Mayor
Michael Meier, Commissioner
Becky Bruner, Commissioner
Troy McDonald, Commissioner

COMMUNITY REDEVELOPMENT AGENCY

Eula R. Clarke, Chairperson
Merritt Matheson, Vice Chairperson
Michael Meier
Becky Bruner
Troy McDonald
Tom Campenni
Pete Walson

COMMUNITY REDEVELOPMENT BOARD

Chris Lewis, Chairman
Tom Campenni, Vice Chairman
Frank Wacha
Pete Walson
Katherine Makemson
Nina Dooley
Nikolaus Schroth

STAFF

David Dyess, City Manager
Kev Freeman, Development Director
Pinal Gandhi-Savdas, Community Redevelopment Agency Administrator
Jordan Pinkston, Executive Assistant to the Development Director, CRA Program Specialist

WITH FUNDING BY:

PREPARED BY:

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Appendix A: Inventory Property Cut Sheets i

ABBREVIATIONS & TERMS:

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
DEO	The Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
LRTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at #711.

EXECUTIVE SUMMARY

In coordination with the City of Stuart and with funding from the Department of Economic Opportunity the developed Master Plan provides clear design recommendations for detailed urban design and redevelopment scenarios along the Federal Highway corridor in Stuart.

For the City of Stuart, the workshop, surveys, and interviews offered an opportunity for citizens, property owners, and others to identify and evaluate land-use patterns and lasting effects of the COVID-19 pandemic in the study area. This visioning process expanded the role of citizen input, highlighting the relationships between land use, mobility, economics, and other factors. With an adopted Master Plan, the City can clearly communicate its expectations to citizens, business owners, investors, and agencies, well ahead of the capital investments necessary to enable a vibrant and sustainable City. Over time, the implementation of the Master Plan will encourage safer mobility and a more resilient economic corridor. This is crucial as issues of sustainability, growth, and transportation are paramount to local governance in Florida.

STUDY AREA

The study extends from St. Lucie Crescent Road to SE Dixie Cutoff Road and includes about a mile of Federal Highway. Relatively little redevelopment has occurred in the last thirty years along this section of the corridor which sees frequent vacancies in plazas and unfulfilled infill development opportunities. Much of the existing development is characterized by large parking lots and buildings set far back on their site. A storage facility and gas stations are recent redevelopments. It has been clearly expressed that these uses so near the downtown of Stuart are misaligned with the community vision of the area. There are numerous challenges for pedestrians, cyclists, public transit users, and vehicles which have stifled mobility and are contributing to the economic stagnation along the corridor.

KEY RECOMMENDATIONS

Through this study, it has been noted that there are inconsistencies between the assigned Future Land Use (FLU) designations and Zoning categories and the desired community vision and national and regional market trends. For this reason, the study recommends investigating the assignment of land to Commercial FLU and B-1 Zoning through much of the corridor. It is best practice to promote like development face with like development. Along the corridor today there are places where the more urban Downtown Zoning districts face the more suburban Commercial zoning districts and this can explain some of the disconnects between development and community desires.

The key to the redevelopment of Federal Highway and its sustainability over time is an investment in the public right of way. The public right-of-way is the front door to a community and as such the standards and aesthetics of that right of way should be prioritized. Today the conditions do not meet the needs of users and incremental steps to retrofit the sprawling conditions are necessary. Investments in shade trees and prioritizing the safe movements of pedestrians, cyclists and transit users over vehicle speed will improve the overall appearance and safety of the corridor while improving safety. Public investment is often followed by economic growth. Stuart has seen this relationship in the public investment along SE Colorado Avenue. Public investment can redefine the public space and therefore the redefine the vision and expectation of a place.

KEY RECOMMENDATIONS

- Invest in the corridor with incremental improvements through CRA incentive programs including the proposed Infill Tree Planting Program and the existing Business Improvement Grant.
- Invest in the corridor with placemaking and safety interventions by providing lighting, transit shelters, crosswalks, and pedestrian-orientated intersections.
- Update the existing regulations to ensure the desired street sections that promote a consistent and predicable sidewalk and planting zone as redevelopment occurs.
- Encourage a realignment of uses on the Federal Highway corridor by studying changes to the existing FLU and Zoning along the study area adjacent to downtown.

Figure 1 The conceptual redvelopment above illustrates the invisioned streetscape at Federal Highway.

BASELINE ECONOMIC ANALYSIS

Draft 05-04-2021

BASELINE ECONOMIC ANALYSIS

INTRODUCTION

The section of Federal Highway (US-1) that is the subject of this study spans one mile from St. Lucie Crescent Road to the north (near the foot of the Roosevelt Bridge) southeast to S.E. Dixie Cutoff Road. Kanner Highway/ Colorado Avenue is the main north-south arterial that connects historic downtown Stuart to I-95 six miles to the south. The intersection of Federal Highway and Kanner Highway/Colorado Avenue is the approximate geometric center of the study area. Federal Highway east of Kanner Highway represents the southern edge of greater downtown Stuart.

Federal Highway is the historic US Highway 1 that connects Key West to Maine, although very little of its historic character remains. There are still a few hotels and motels that reflect a time when, before the interstate was built, travelers would use the corridor as they embarked on vacations to tropical south Florida. Over time, the roadway has been widened to its current six-lane configuration, and the uses range from smaller, older commercial establishments and fast-food restaurants to strip shopping centers and office spaces.

Very few residences front Federal Highway in this area. While there has been some modest investment in the corridor in recent years, there is the sense that significant redevelopment opportunities still exist. Since the completion of I-95 in the Treasure Coast in 1987, Federal Highway does not typically serve as the regional or interstate facility it once did, and in many cities, the corridor has evolved into a more localized, residential address. The primary purpose of this study is to evaluate what are the appropriate forms and uses for future redevelopment on the corridor.

The image to the right illustrates the corridor study area with the specific boundary outlined in blue. The project boundary follows existing parcel lines and rights-of-way. Some parcels or collections of parcels have been noticeably excluded from the study area. These properties are not included because they contain new construction or larger functioning complexes that are not likely to redevelop. However, these properties may be assessed for their inclusion relative to improved connectivity or right-of-way improvements.

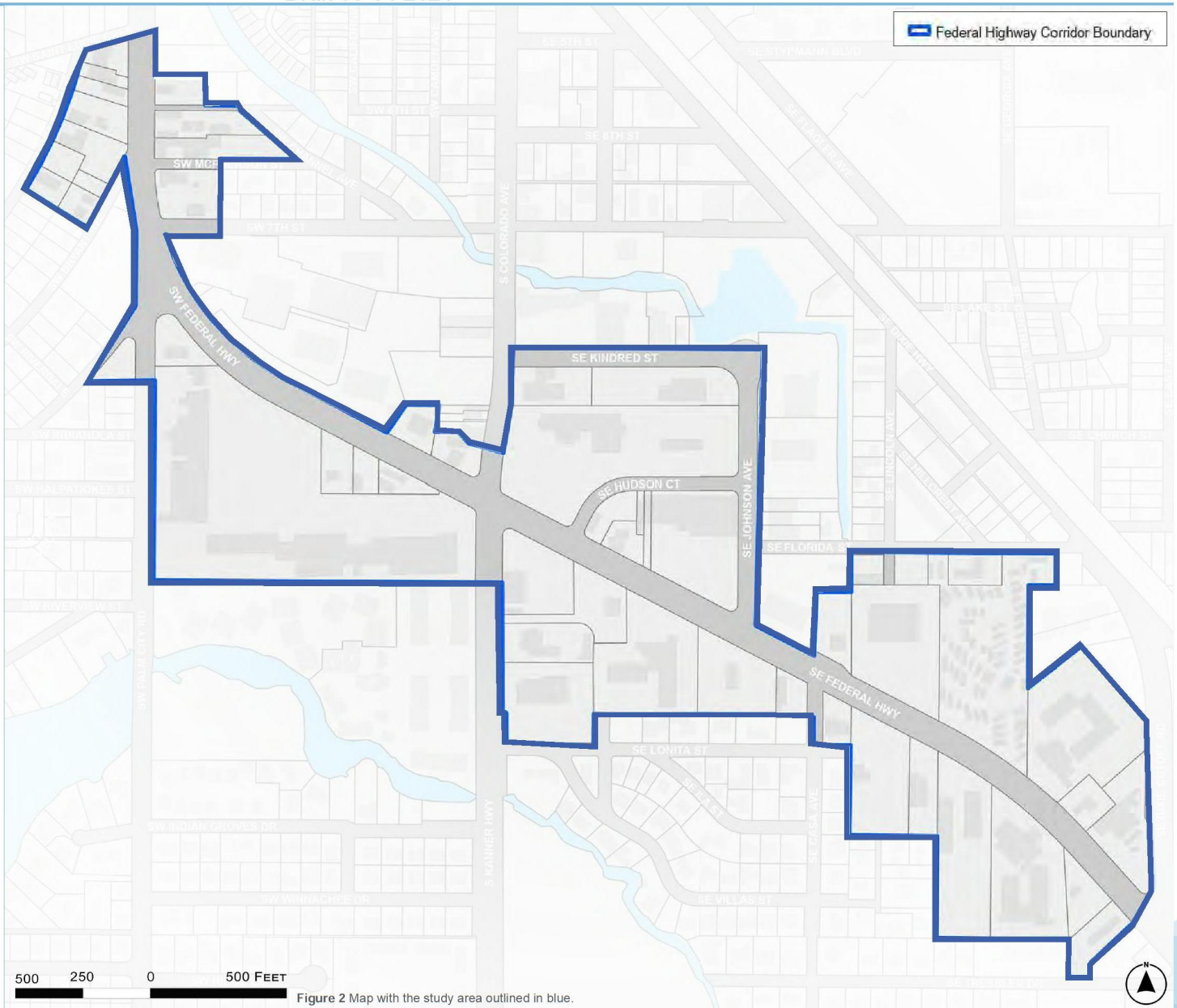

Figure 2 Map with the study area outlined in blue.

BASELINE ECONOMIC ANALYSIS

EXISTING FUTURE LAND USE

The City of Stuart Future Land Use (FLU) designations within the study area, and as provided in the city's Comprehensive Plan, are illustrated in the map to the right. These designations identify, in general terms, what are the permissible uses along the corridor. The dominant FLU designation is Commercial with the second most prominent being Downtown. The Downtown designation is likely more consistent with the desired redevelopment of the corridor. Through the development of this study, it may be deemed necessary to revise the FLU designation locations and/or specific requirements.

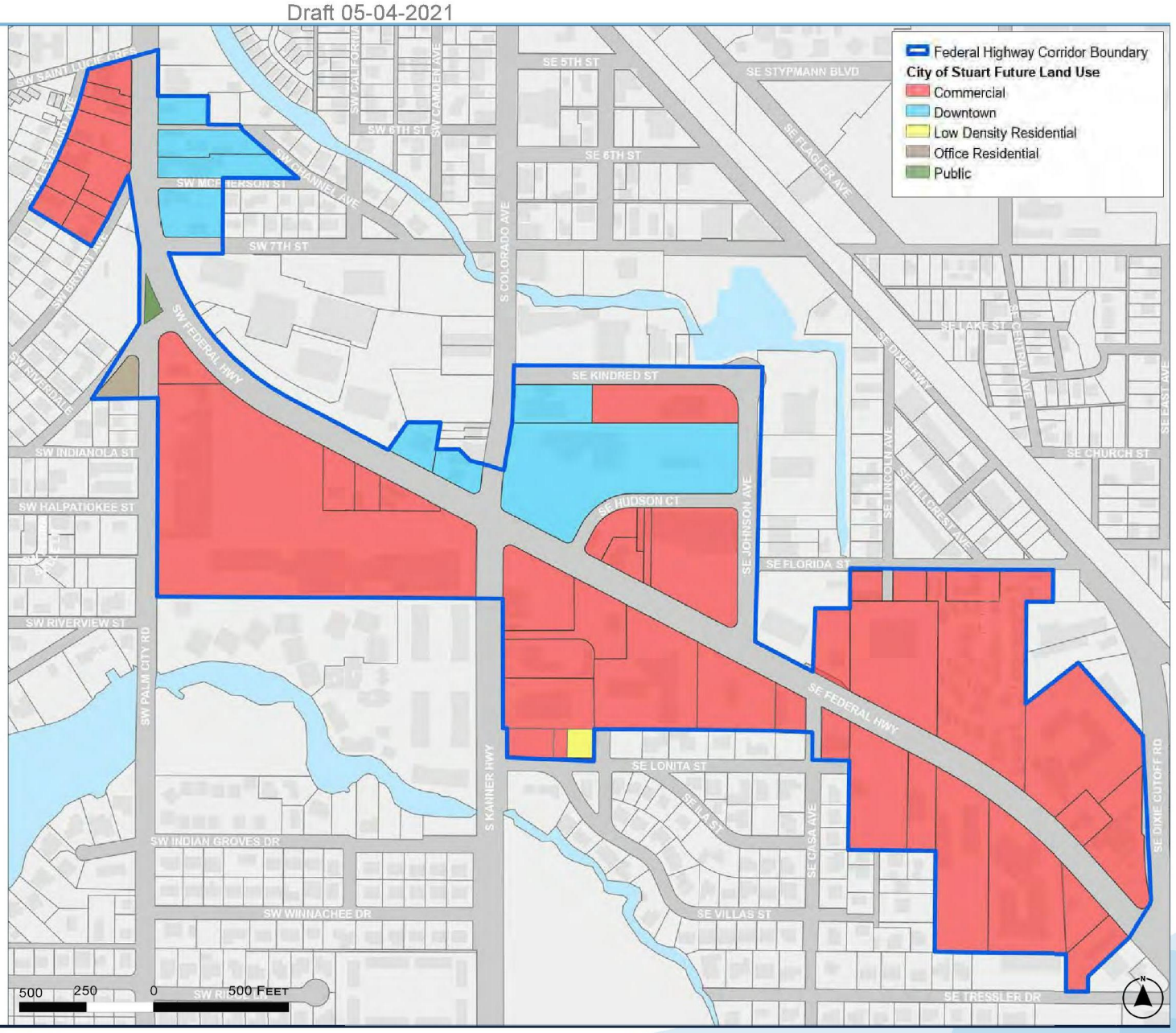

Figure 3 Map with the study area outlined in blue and Future Land Use Designations indicated..

Draft 05-04-2021

BASELINE ECONOMIC ANALYSIS

EXISTING ZONING DESIGNATIONS

The City of Stuart Zoning designations within the study area, and as provided in the City's Land Development Code, are illustrated in the map to the right. The zoning designations provide much greater specificity in the regulations which control the development of properties. Specific uses, building heights, and placement, parking standards, etc. are controlled primarily through the zoning regulations. The FLU designations and zoning designations should be consistent with one another and, within the study area, they are. Note that the Urban Center, Urban Highway, and Urban Neighborhood districts are in the Downtown FLU categories. These areas are intended to promote redevelopment in a more urban pattern consistent with much of the historic downtown area. The B-2 Business General zoning district is more conventional, with suburban standards that have resulted in the corridor becoming much of what it is today. If there is a desire to reflect a similar, more urban redevelopment condition in the B-2 districts, there will need to be modifications to the zoning designations pr regulations..

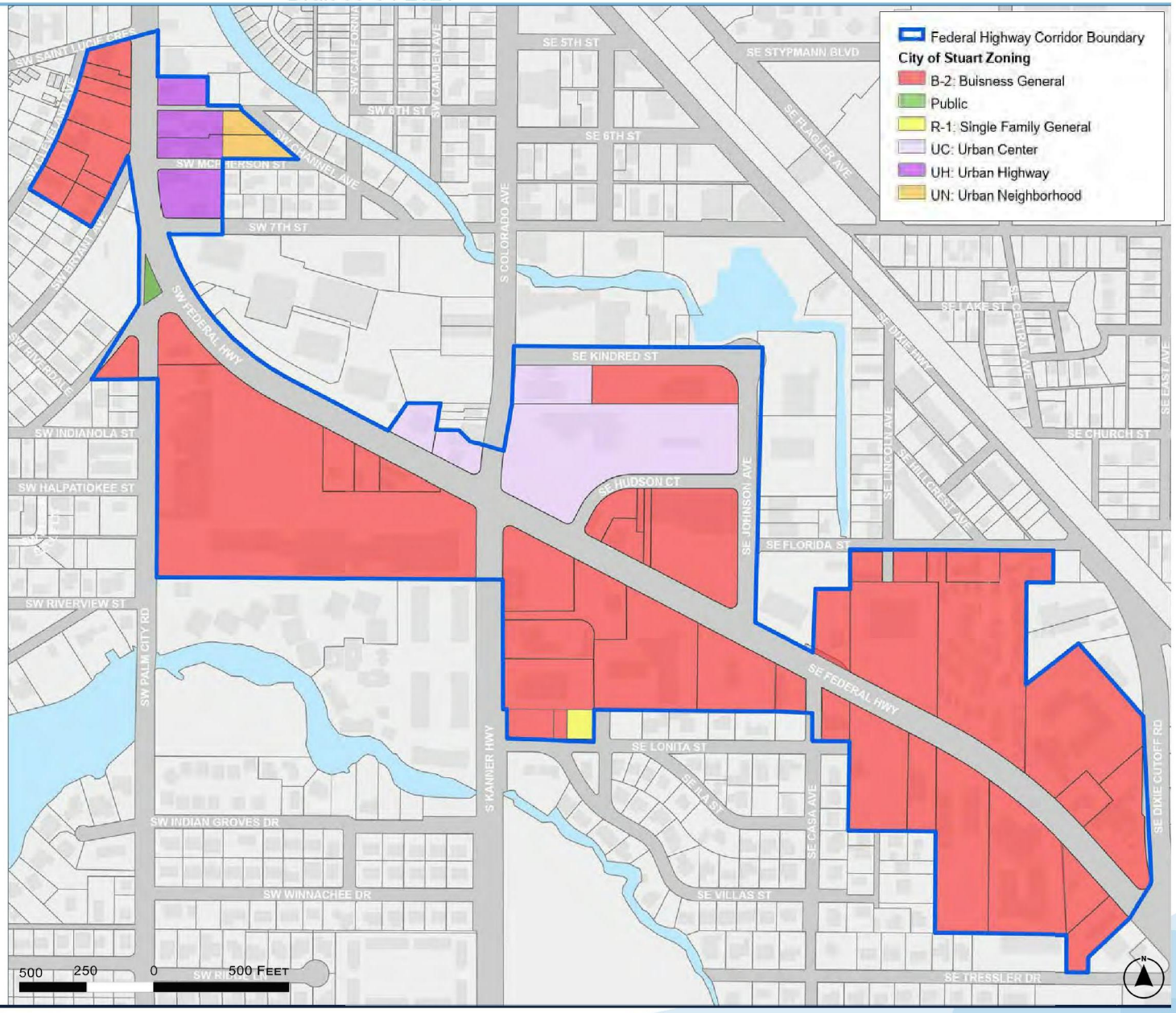

Figure 4 Map with the study area outlined in blue and zoning designations indicated.

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BASELINE ECONOMIC ANALYSIS

LAND VALUE COMPARED TO TOTAL VALUE

When considering the redevelopment potential of an area, one important "lens" that planners look through to evaluate which properties are likely to redevelop is the comparison of property land value to the total value.

The Land Value is just that, the value of the land alone. The Total Value is the value of the land plus any physical improvements (buildings, driveways, swimming pools, etc.). For example, if the Land Value of a property is $100,000 and the Total Value of the property is $300,000, then clearly the improvements on the property are of great value relative to that of the land. In this scenario, the improvements are worth twice what the land is worth, so it is not an obvious candidate for redevelopment. However, if the numbers were reversed, and the land value was twice the value of the physical improvements on the property, the property would be a good candidate for redevelopment.

The map to the right shows the Land Value to Total Value ratios for the properties within the study area. The darker a property is colored, the less the Total Value is compared to the Land Value and those properties are typically more likely to redevelop than the lighter-colored properties.

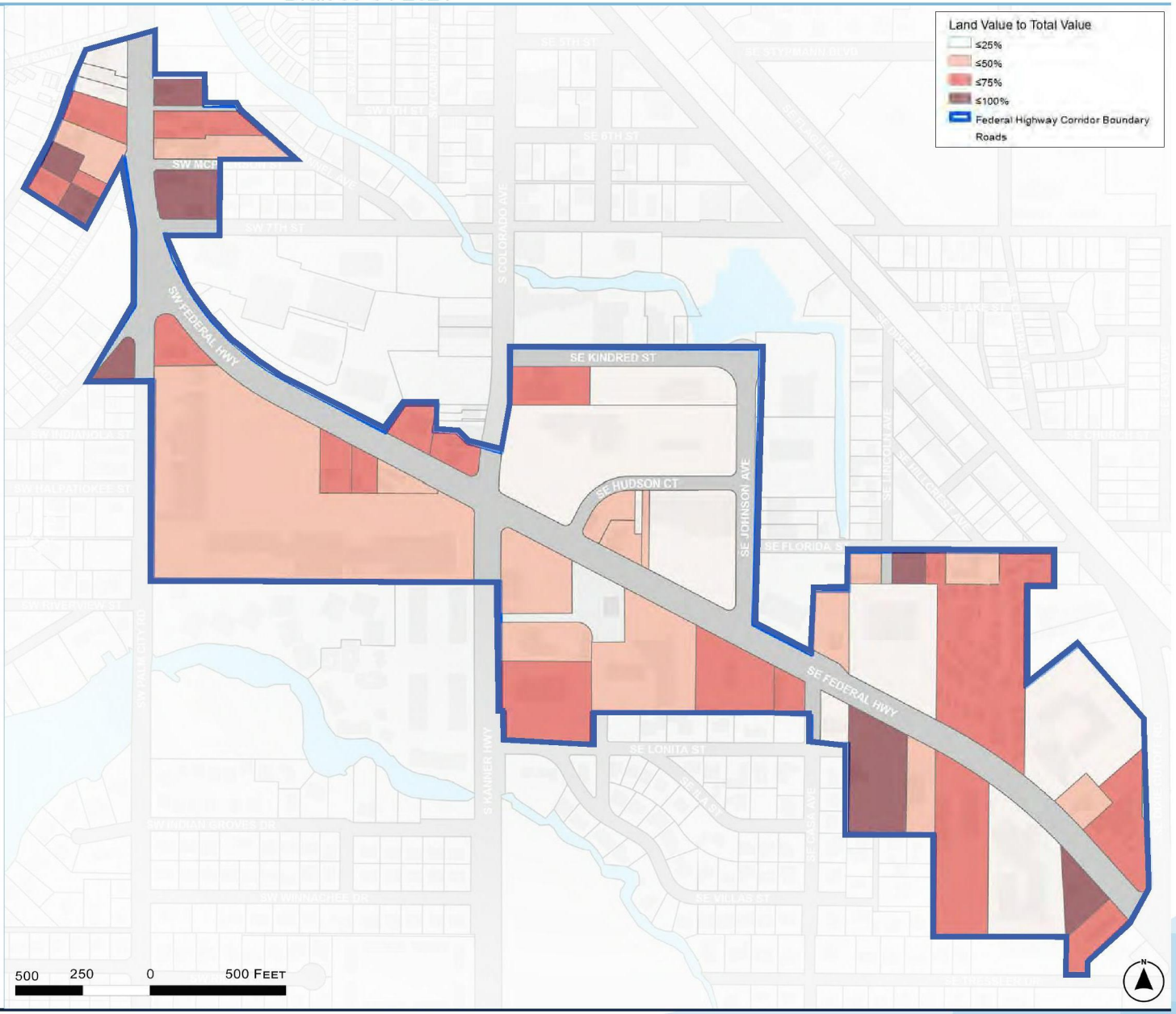


Figure 5 Map with the study area outlined in blue and the relative value of the land total assessed value indicated by percentage. Data is based on Property Appraiser data collected in December 2020.

Draft 05-04-2021

BASELINE ECONOMIC ANALYSIS

EXISTING OWNERSHIP

The map to the right illustrates the ownership patterns and actual property owners within the study area. While many owners identified are corporations or LLCs, the names can indicate use. More importantly, this map identifies ownership agglomerations whereby a single owner owns multiple parcels. One example is the Publix shopping center at the SW corner of the Kanner Highway/Federal Highway intersection. Centro NP Publix Downtown LLC owns the center itself as well as all of the out parcels facing Federal Highway.

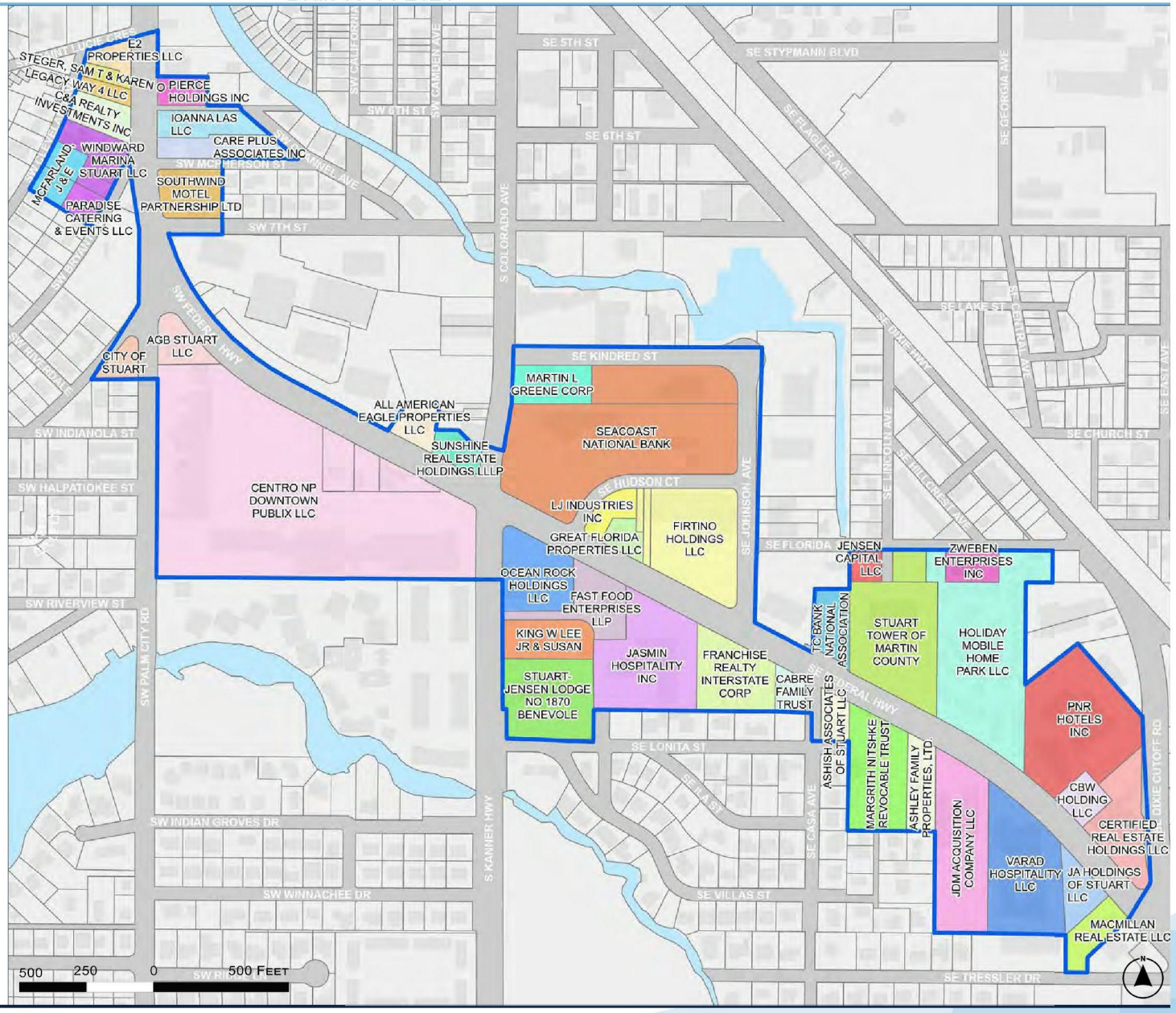


Figure 6 Map with the study area outlined in blue and parcel ownership. Data is based on Property Appraiser data collected in January 2021.

Draft 05-04-2021

BASELINE ECONOMIC ANALYSIS

EXISTING USES

Unlike the regulatory FLU or Zoning maps, the Existing Uses map to the right identifies the actual uses on the ground today regardless of their compliance with Zoning or FLU designations. This information is coded by Land Description via the Martin County Property Appraiser's office. For example, the existing Mobil gas station at the NW corner of Colorado Avenue and Federal Highway (Sunshine Real Estate Holdings LLP) has a Downtown FLU designation and is in the Urban Center zoning district. Neither of those designations permits, gas stations however, this use is "grandfathered-in": a use that existed before that zoning or land use designation was in place. It is in this way the Existing Uses map can afford a more accurate picture of what is actually on the ground.

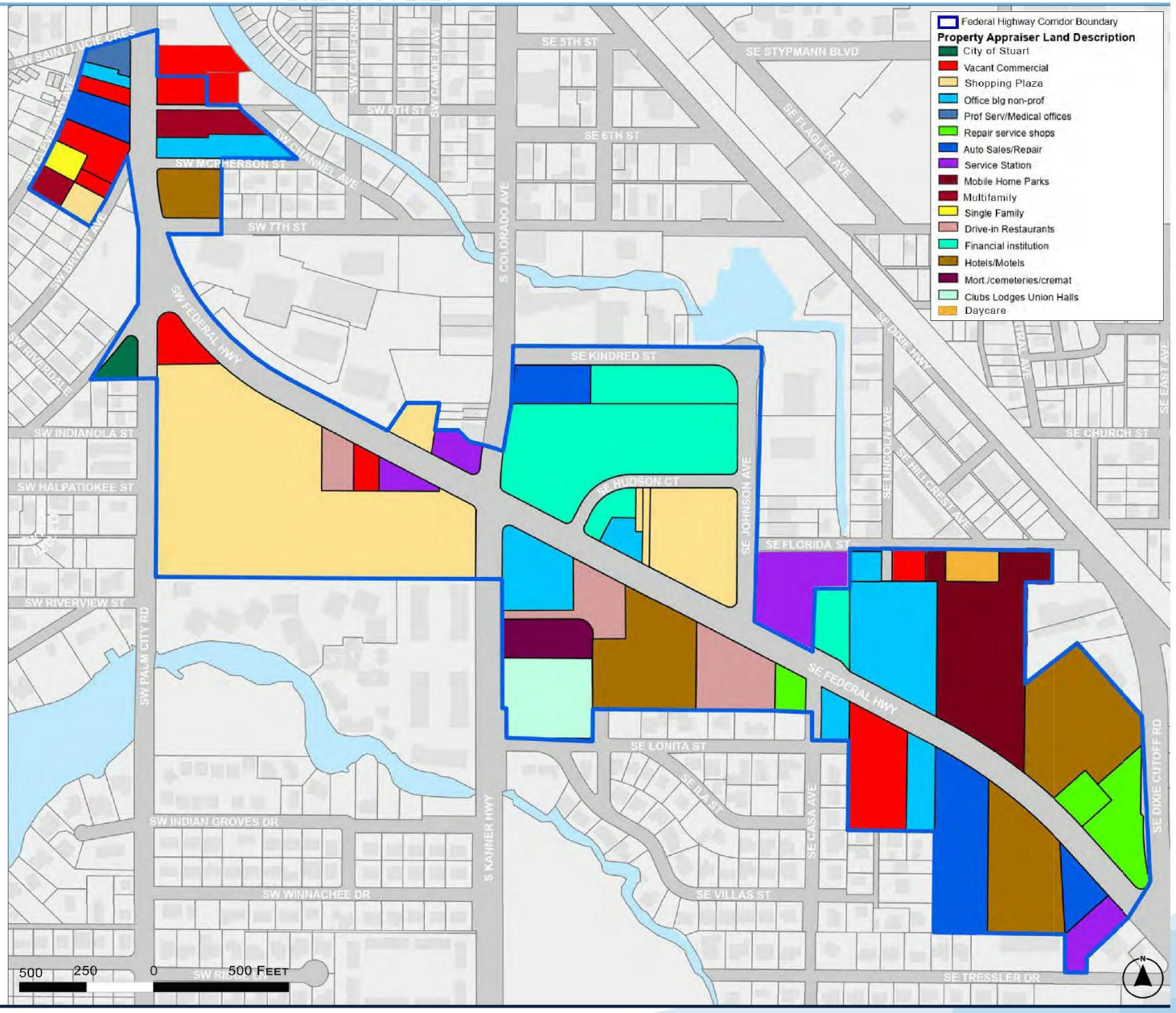


Figure 7 Map with the study area outlined in blue and use codes as identified on Property Appraiser data collected in January 2021. Where there are known deviations from Property Appraiser data based on site visits and property outreach, the map has been modified.

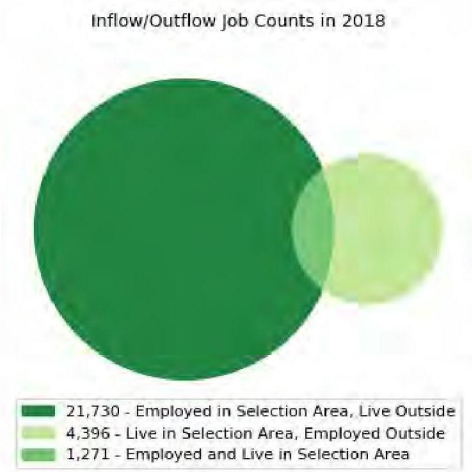
BASELINE ECONOMIC ANALYSIS

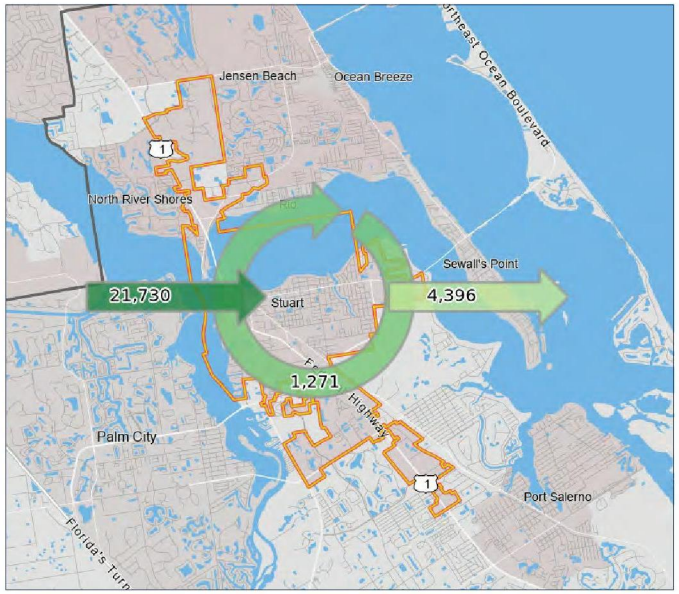
INFLOW & OUTFLOW OF EMPLOYMENT

This pair of maps helps to describe the employment capture and commuter patterns within Stuart city limits and the Federal Highway corridor study area. The map on the left illustrates that 21,730 employees were commuting into Stuart for work each day while 4,396 Stuart residents were leaving the city to work elsewhere in 2018. Only 1,271 Stuart residents work within the city limits as of 2018.

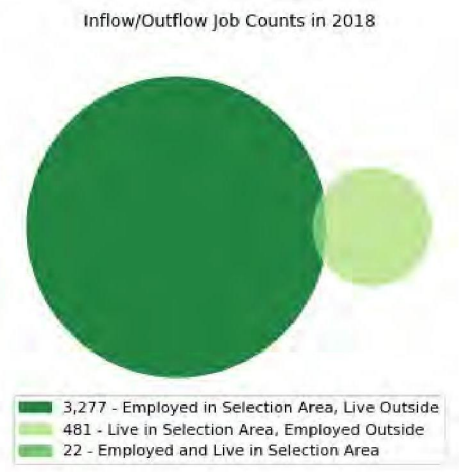
The map on the right focuses on the corridor study area specifically and the total number of employees is of course smaller than citywide. Only 22 residents lived and worked within the study area in 2018. Any ability to increase the number of people living and working within the corridor can yield many benefits including enhanced mobility options and a more vibrant downtown area.

STUART





FEDERAL HIGHWAY CORRIDOR



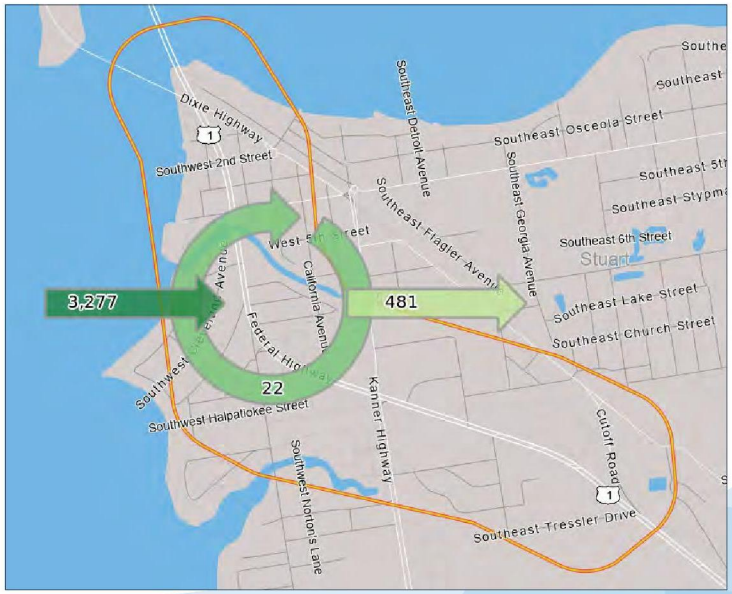


Figure 8 Data and maps to the right are based on data collected from the US Census and reflect 2018 data.

BASELINE ECONOMIC ANALYSIS

WORKER CHARACTERISTICS IN CITY

This series of maps and graphs illustrate several factors: employment concentrations, age, industry sectors, and employment distribution.

By far the largest industry sector is the Healthcare and & Social Assistance sector with 39% of workers. That is followed by Retail Trade with 14% of workers and Accommodation and Food Services with 12.2% of workers.

Healthcare and & Social Assistance sector includes: Offices of Physicians, Mental Health Specialists, Dentists, Chiropractors, Optometrists, Mental Health Practitioners, Physical, Occupational and Speech Therapists, and Audiologists, Podiatrists, All Other Miscellaneous Health Practitioners, Outpatient Care Centers, Family Planning Centers, Substance Abuse Centers, HMO Medical Centers, Kidney Dialysis Centers, Freestanding Ambulatory Surgical and Emergency Centers, Medical and Diagnostic Laboratories, Home Health Care Services, Ambulance Services, Blood and Organ Banks, General Medical and Surgical Hospitals, Specialty Hospitals, Nursing Care Facilities, Residential Intellectual and Developmental Disability Facilities, Mental Health Facilities, Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly, Residential Care Facilities, Individual and Family Services, Child and Youth Services, Services for the Elderly and Persons with Disabilities, Community Food and Housing, and Emergency and Relief Services, Community Food Services, Temporary Shelters, Community Housing Services, Emergency and Relief Services, Vocational Rehabilitation Services, Child Day Care Services

INDUSTRY SECTORS IN STUART

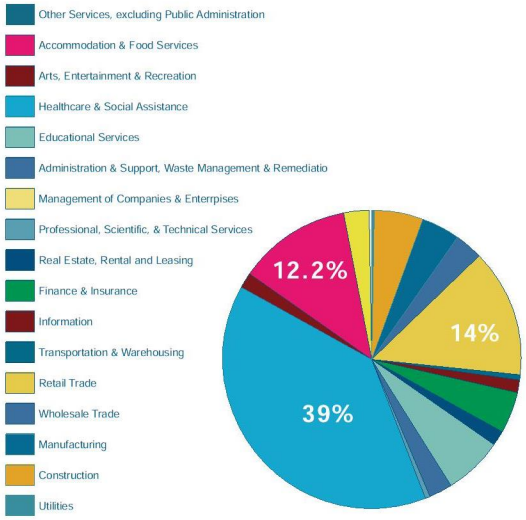
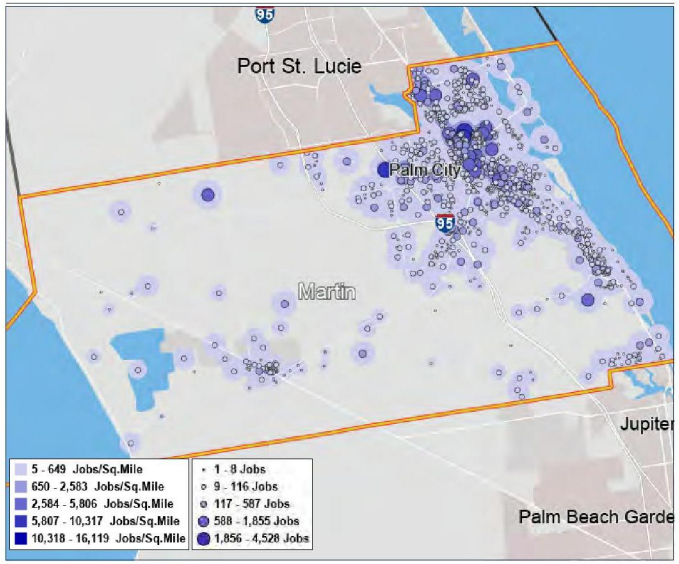
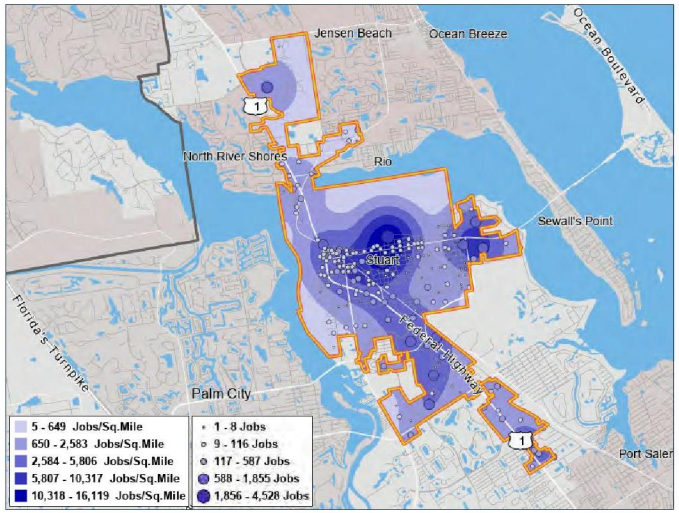


Figure 9 Charts and maps to the right and above are based on data collected from the 2018 US Census information .

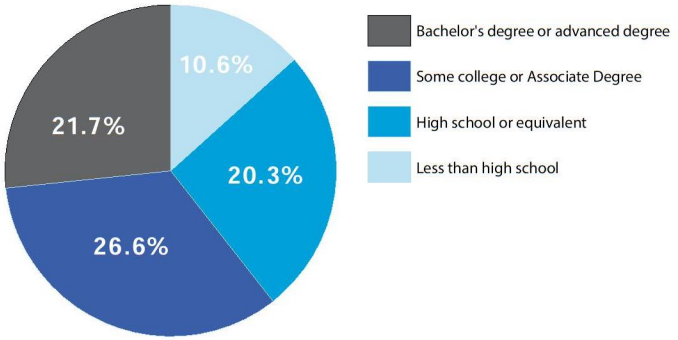
JOB LOCATIONS IN MARTIN COUNTY



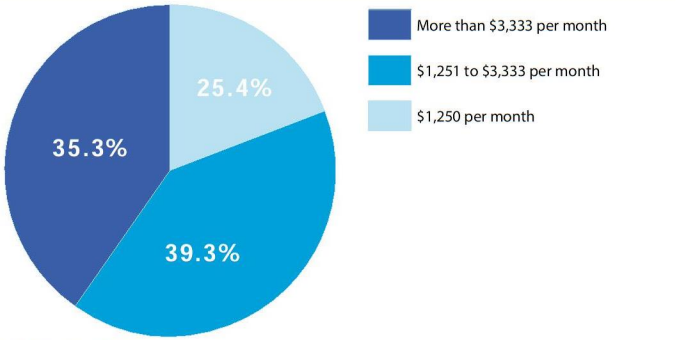
JOB LOCATIONS IN STUART



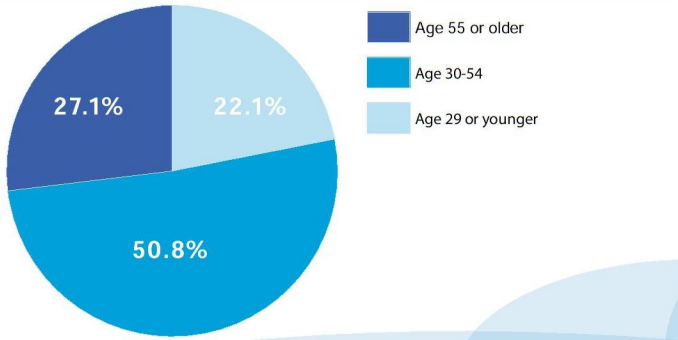
EDUCATION LEVEL IN STUART



EARNINGS PER CAPITA IN STUART



AGE IN STUART



Draft 05-04-2021

BASELINE ECONOMIC ANALYSIS

CONTEXT ADJACENT THE STUDY AREA

The job heat map on the previous page show the importance of the Historic Downtown and the Cleveland Clinic Martin North Hospital as job centers in the area. Both are highlighted in the aerial map to the right.

Also of note, the study area overlaps with a new special district within the City called The Creek. The Creek is an Arts and Entertainment District, named for Frasier Creek which runs through it. The Creek currently includes local galleries, murals, sculptures, shops and restaurants. Their board's mission is to continue to create a vibrant arts and entertainment district and promote the businesses in The Creek.

Unlike most parts of Federal Highway in Martin County, the study area is uniquely positioned to connect to these desirable areas. As heard in the group interview, there is commercial interest in connecting the study area to the historic downtown and surrounding neighborhoods. Improved connection to downtown will support development trends towards walkable communities desired by Boomers and Millennials alike.[1 2]

[1] *Okay Boomer, Millennials Find This Lifestyle Might Not Be That Terrible* by Joseph Coughlin in Forbes

[2] *The Unintended Consequences of Housing Finance* by Regional Plan Association

Figure 10 The image above as seen from the study area, includes a family on the sidewalk returning from the grocery store. This image illustrates an incredibility car dominated environment juxtaposed with pedestrian users despite the lack of crosswalk markings and sidewalk conflicts.

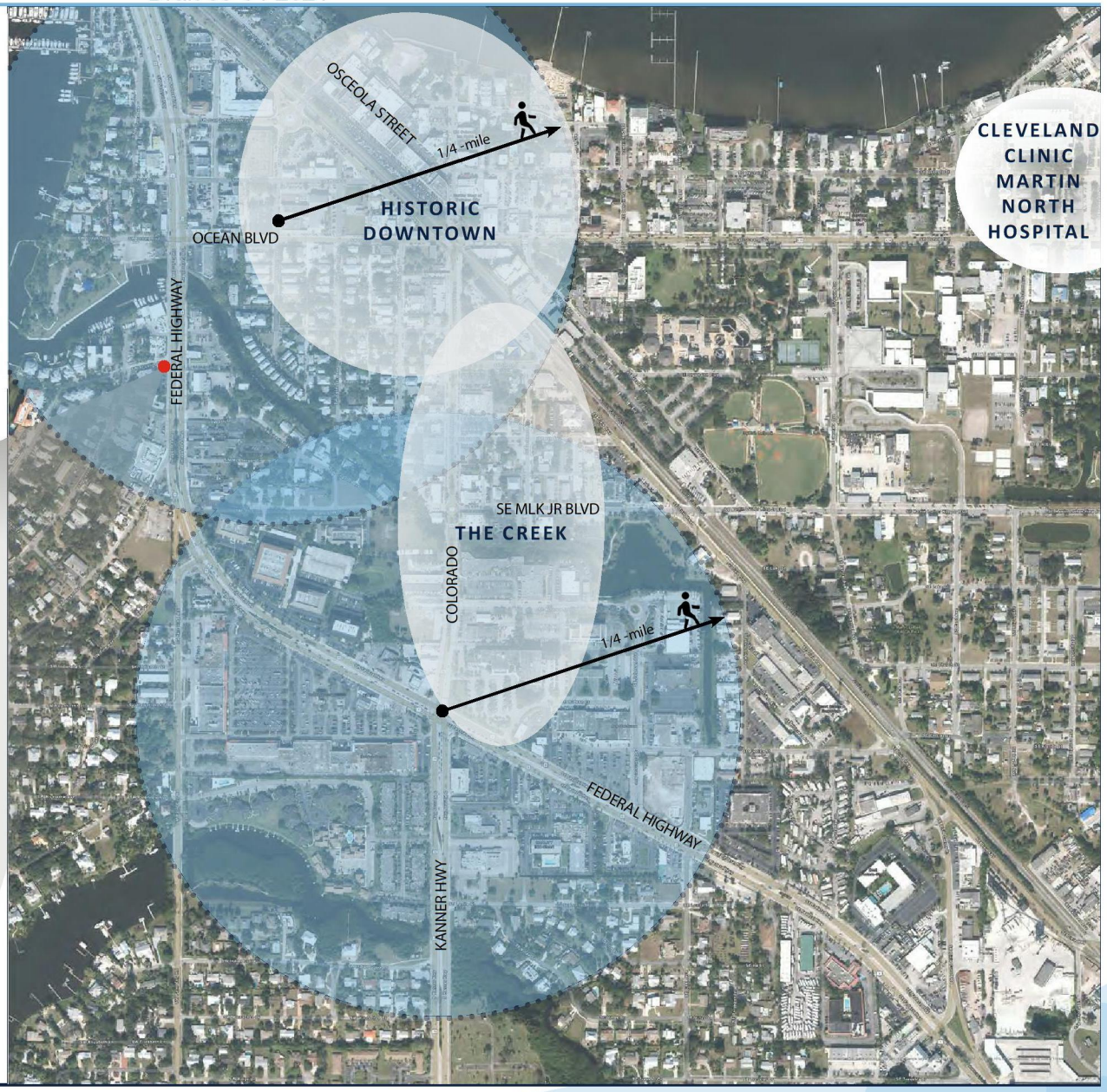


Figure 11 The aerial to the right highlights the 1/4-mile walking shed from the study area. It includes Historic Downtown and The Creek arts & entertainment district. The Cleveland Clinic North Hospital is also in close proximity and is a major job center in the area.

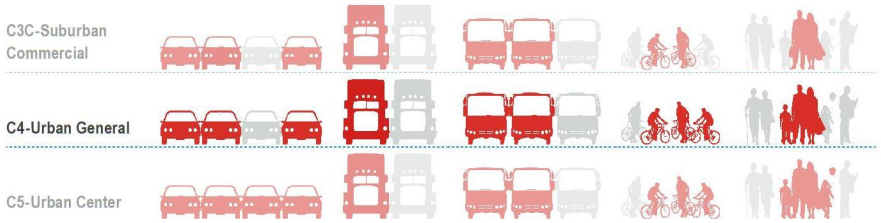
EXISTING CONDITIONS & BACKGROUND

FLORIDA DEPARTMENT OF TRANSPORTATION: CONTEXT CLASSIFICATION

Federal Highway is a street owned and maintained by the Florida Department of Transportation (FDOT). FDOT has adopted a roadway classification system to create a context-based method of assessing streets. This context classification of the street is important for setting design controls to provide support for safe and comfortable transportation for all users. A Preliminary Context Classification Designation of C4 has been assigned to this segment of Federal Highway by FDOT preliminary analysis. The preliminary context classifications are based on available GIS data.

This preliminary context classification of C4 is supported through an on-site survey of observed users and the existing mix of uses. Although not apparent from the view of much of the frontage along Federal Highway, there exists residential in very close proximity to the commercial facing Federal Highway. Furthermore, there are desirable walking and entertainment districts within the walking shed of adjacent neighborhoods, as illustrated on page 14. There is, however, a disconnect between the design features of the corridor and the context. The street is inadequate or absent many facilities to accommodate mobility.

EXPECTED USES TYPES IN CONTEXT CLASSIFICATIONS



FDOT CONTEXT CLASSIFICATIONS RELATED TO SPEED

FDOT CONTEXT CLASSIFICATIONS

C1-Natural
Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.

C2-Rural
Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.

C2T-Rural Town
Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.

C3R-Suburban Residential
Mostly residential uses within large blocks and a disconnected or sparse roadway network.

C3C-Suburban Commercial
Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network.

C4-Urban General
Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.

C5-Urban Center
Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city.

C6-Urban Core
Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population >1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.

FLORIDA DEPARTMENT OF TRANSPORTATION: CONTEXT CLASSIFICATION

To the north and the south of the study area on Federal Highway, the context changes to C3C with posted speeds of 45-mph. Understandably, many drivers without a change in the physical street configuration, continue the same driving behavior and expectations as they enter the study area. The disconnect between context and design features hurts the ability of vehicles to easily maneuver within the study area. Increased speed is a contributing factor to the challenges of maneuverability. Numerous participants in the community survey commented on the difficulty of getting into and out of commercial centers which is compounded by the fast-moving through traffic on the corridor.

The table below compares a desirable suite of roadway features with existing conditions in the corridor. Where the features range outside the desirable the box is colored red.

FACILITY	C-4 BOULEVARD		EXISTING IN STUDY AREA	
	RESIDENTIAL	COMMERCIAL	B-1	URBAN HIGHWAY
Number of Through Travel Lanes	4-6		6'	
Travel Lane width	10-11'		10-11'	
Medians	4-18'		2-15'	
Building Orientation	Front	Front	Front	Front
Maximum Setback	15'	0'	20'	15-20'
Off-Street Parking Access/Location	rear	rear, side	50% rear	rear is incentivized
Street-side width (includes furnishing/planting strip or pedestrian buffer, clear pedestrian zone, and frontage zone)	16.5-18.5'	19'	Not specified	Not specified
Minimum Clear pedestrian zone (sidewalk)	8'	8'	Obstruction reduced to less then 4' clear	
Pedestrian Buffer	8' planting strip	7' tree well	None present	
Posted Speed	25-35-mph		35-40-mph	
Bike Lanes	5-6'		None present	

Figure 12 2010 Designing Walkable Urban Thoroughfares: *A Context Sensitive Approach, Institute of Transportation Engineers and Congress for the New Urbanism.*

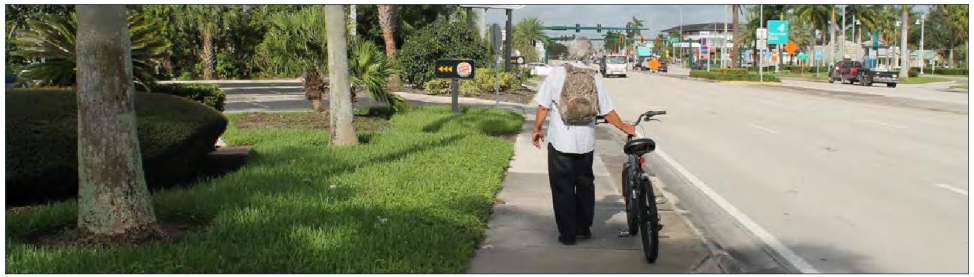


Figure 13 Moving from the north of the study area to the south, the images to the right show existing users including bicyclists and pedestrians of varying ages and abilities. The third image down illustrates one of the challenging obstacles within the sidewalk. The placement of the signal post is at the crosswalk where the curb slopes down for access. If using the crosswalk in a wheelchair, there is not adequate space for a safe turning radius. The signal post is obstructing the maneuver. When moving on the sidewalk on a bike or wheelchair and not using the crosswalk, there is inadequate flat surface to travel on, therefore the slope pushes the user into the road.

SAFETY

The design features of streets in the study area are critical for the safety of users. The Martin MPO in its *Bicycle & Pedestrian 2007-2009 Collision Report* from May 2011 identified the study area as one of the high crash locations for bikes and pedestrians within Martin County. Since that time, there has not been significant redevelopment or roadway improvements within the study area. The maps on the following pages document the crashes, and in some cases fatalities, along the corridor from December 2010 to December 2020. The mapping indicates there is still a significant concentration of crashes in this area.

2007-2009 BIKE & PEDESTRIAN CRASHES - POINT DENSITY ANALYSIS

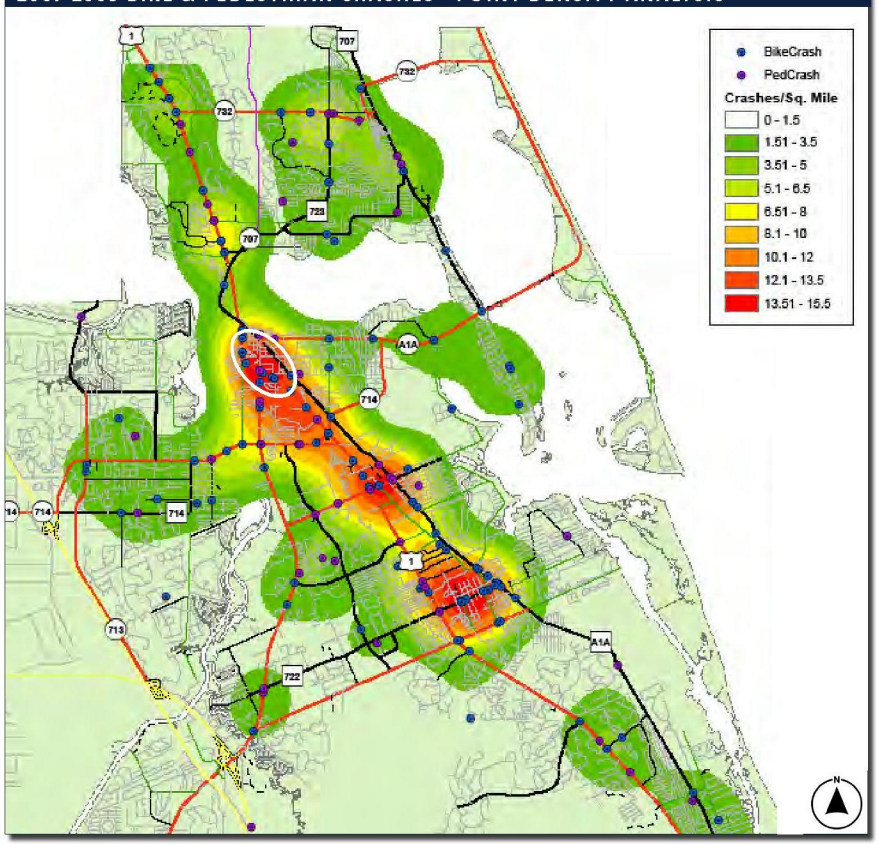


Figure 15 The above map is taken from the Martin MPO in its *Bicycle & Pedestrian 2007-2009 Collision Report* from May 2011. The study area is roughly circled in white.

SPEED & VISABLITY

10-15 MPH

20-25 MPH

30-35 MPH

40+ MPH

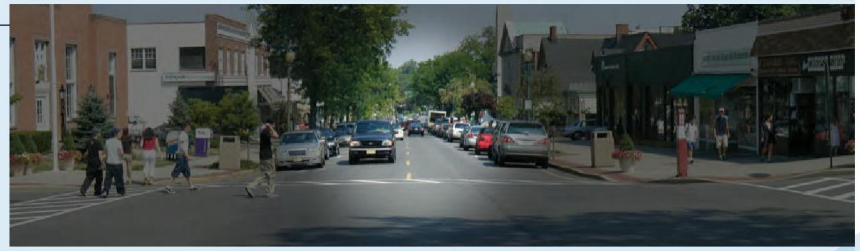


Figure 16 To the right are images of how the range of visibility for drivers changes with increased speed. - nacto.org

SAFETY

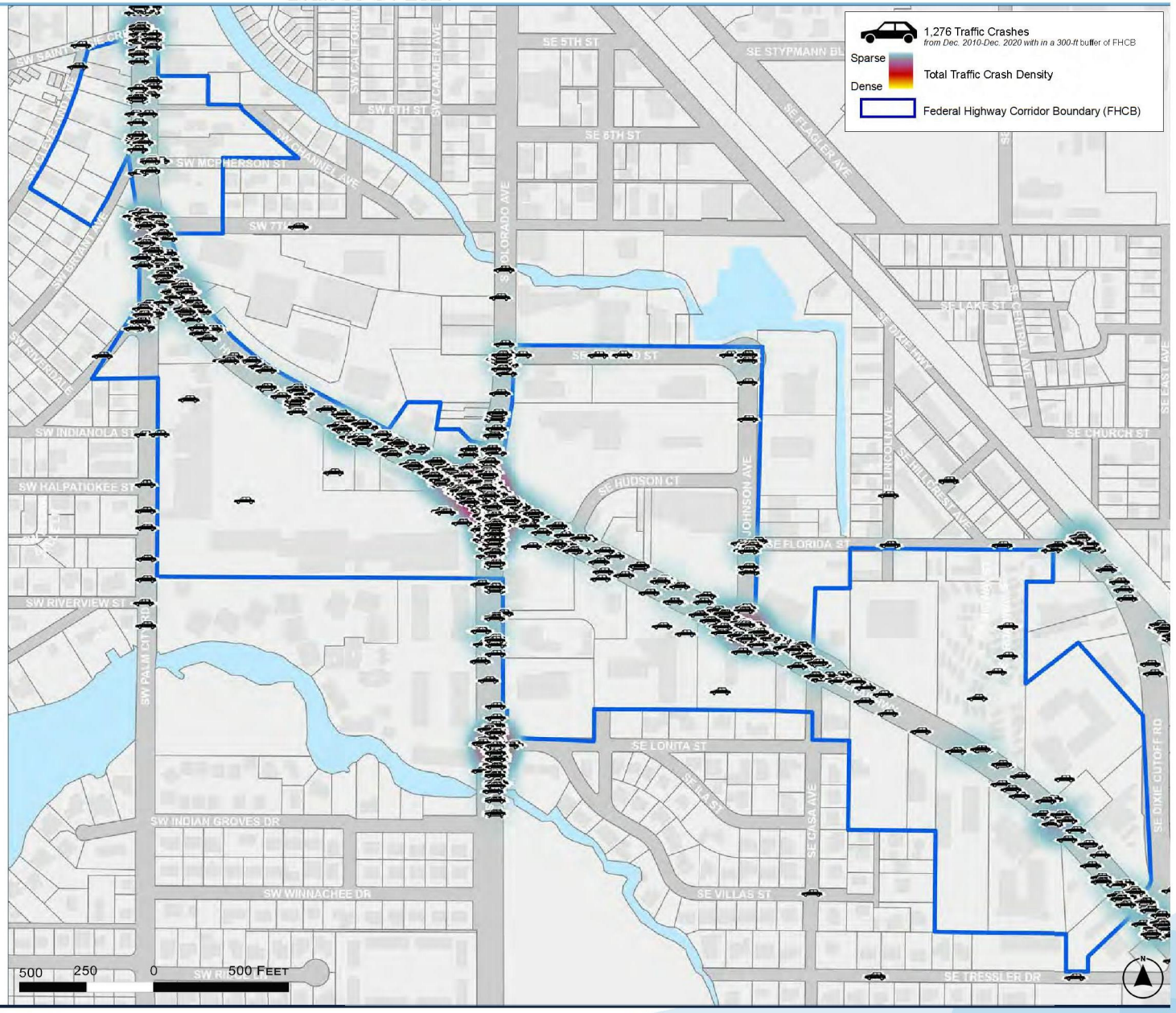
TRAFFIC CRASHES

This figure illustrates the number and location of automobile crashes within the Federal Highway study area between December 2010 and December 2020. In those ten years, there were 1,267 crashes within the study area. The vehicle symbols identify the crash location and a colored "heat" map underneath ascribes the frequency of crashes by color shade. The heat map is utilized in the forthcoming diagrams which identify pedestrian, bicycle, and fatal crashes. From this diagram, it is clear that Federal Highway is consistently plagued with automobile crashes throughout the length of the corridor with the greatest concentrations occurring at the intersections with SE Johnson Avenue, Kanner Highway, and SW Palm City Road

Figure 17 Traffic and safety has been a long conversation in the City as seen in this newspaper clipping from 1969 about the median along the study area.

Figure 18 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.

Draft 05-04-2021



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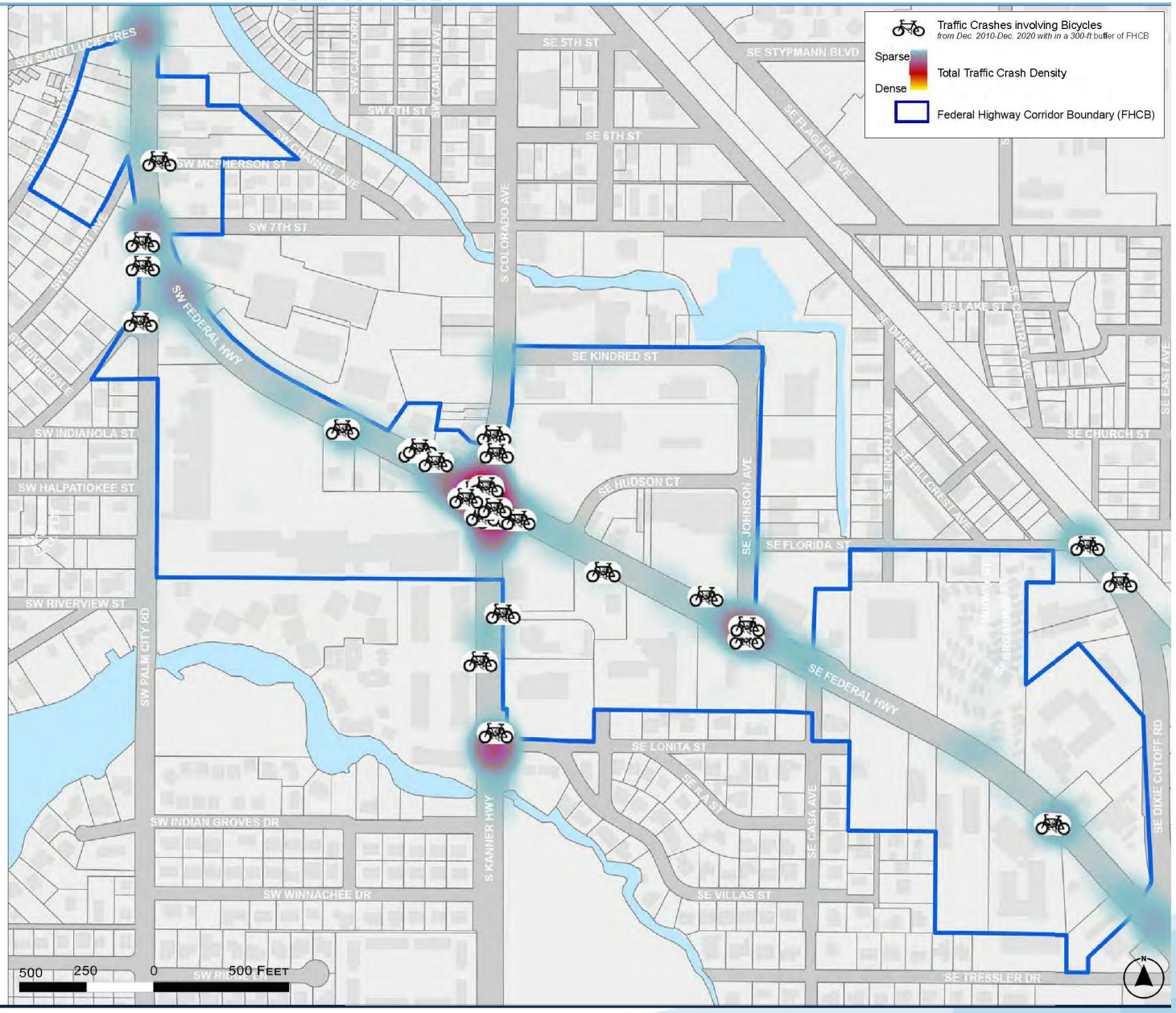
SAFETY

CRASHES WITH BICYCLES

In this diagram, the location and number of vehicle/ bicycle crashes that have occurred in the same ten-year period between 2010 and 2020 are identified with the bicycle symbol. The heat map identifying the density of vehicular crashes is provided as an underlay. Not surprisingly there is a correlation between the location and frequency of bicycle crashes and automobile crashes. This diagram suggests a need for enhanced bicycle facilities, especially at key intersections.

Figure 19 The images above are both from high speed crashes in an near the Federal Highway study area which occured in March 2021.

Figure 20 Map to the right shows crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



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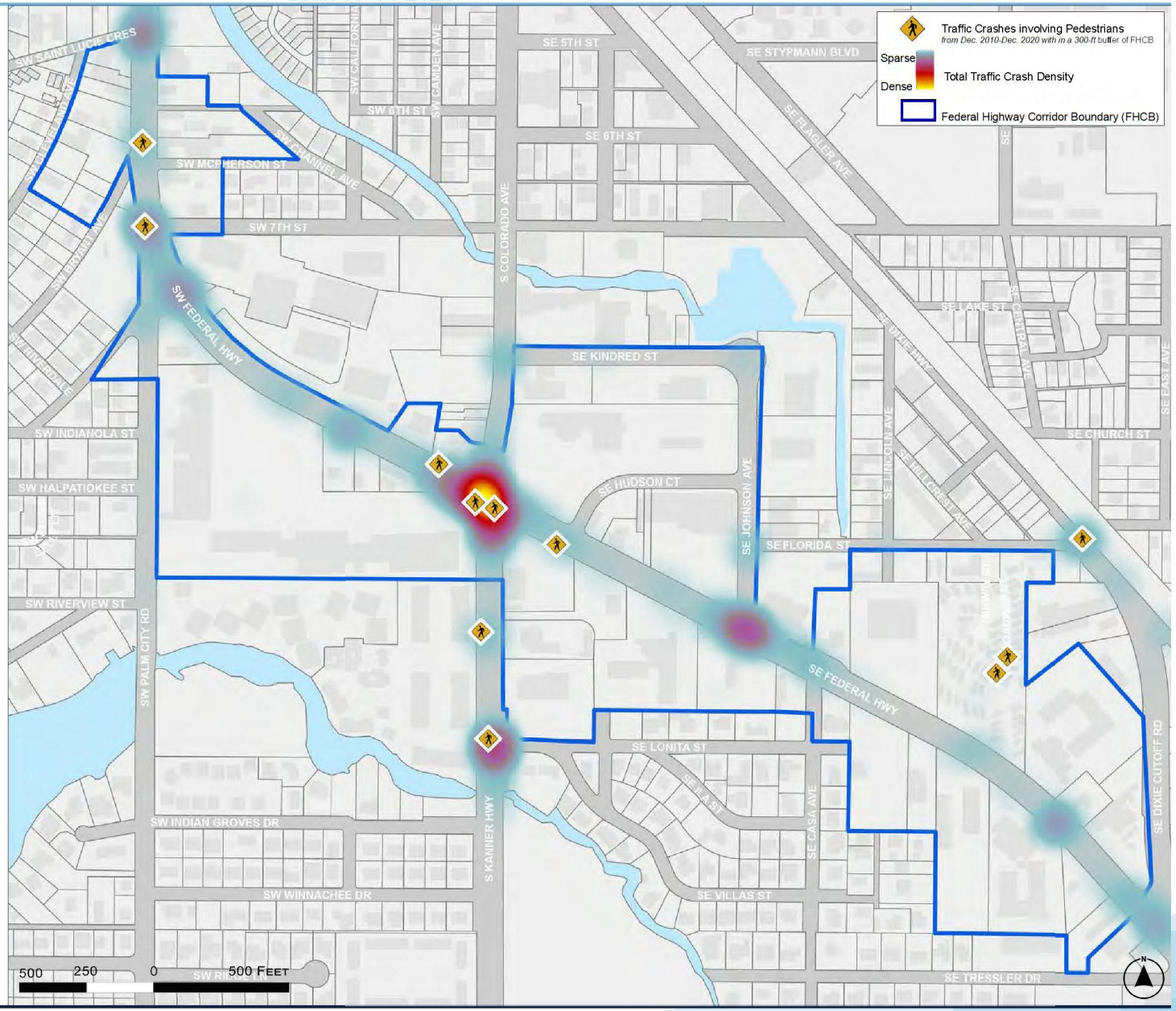
SAFETY

CRASHES WITH PEDESTRIANS

This figure illustrates the location and number of vehicle/pedestrian crashes within the study area. Not unlike the bicycle diagram, the pedestrian crashes have occurred primarily at the major intersections which often have traffic signals and pedestrian crosswalks. While there are fewer pedestrian incidents than those with bicycles, there is significant room for improving the pedestrian realm and the ability to safely cross the corridor on foot.

Figure 21 Images above picture the intersection of Kanner Highway and Federal Highway.

Figure 22 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



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SAFETY

CRASHES WITH FATALITIES

The most disturbing map of this series identifies where fatalities have occurred. Thankfully there are fewer incidents than in the previous diagrams however, as suggested by the Vision Zero movement, even one fatality is too many. Clearly, the Kanner Highway and SW Palm City Road intersections deserve attention.

VISION ZERO

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and now it's gaining momentum in major American cities. - *visionzeronetwork.org*

The Martin MPO is pursing a Vision Zero Initiative to to move towards reducing traffic fatalities and serious injuries to zero. Its important that the study area be included in this effort and continued coordination with the City occurs.

Figure 23 The above images were taken from the south end of the study area between SE Johnson Avenue and SE Dixie Cutoff Road. They are not reflected in the mapping of *Crashes with Fatalities* since they occurred prior to December 2010.

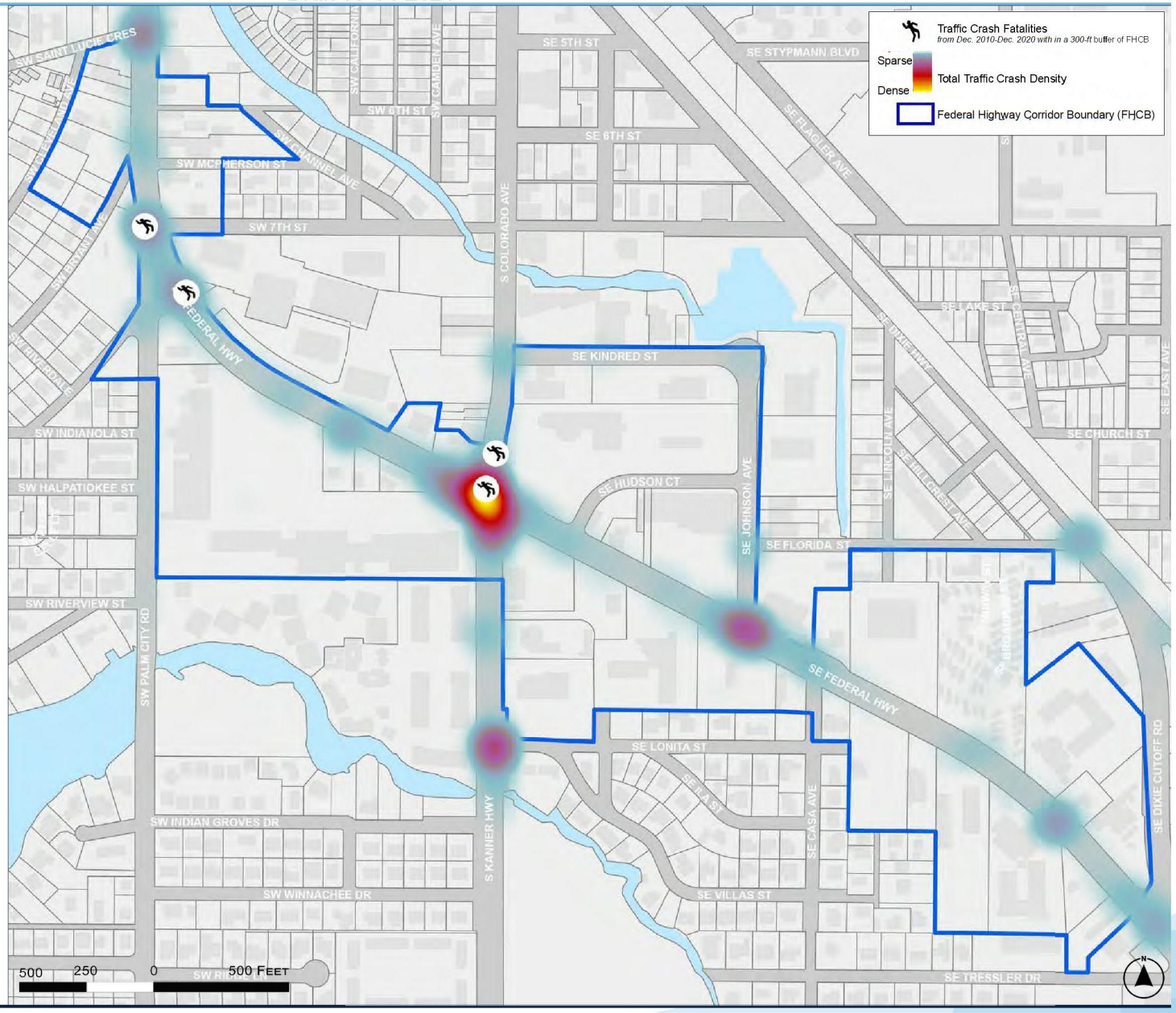

Figure 24 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.

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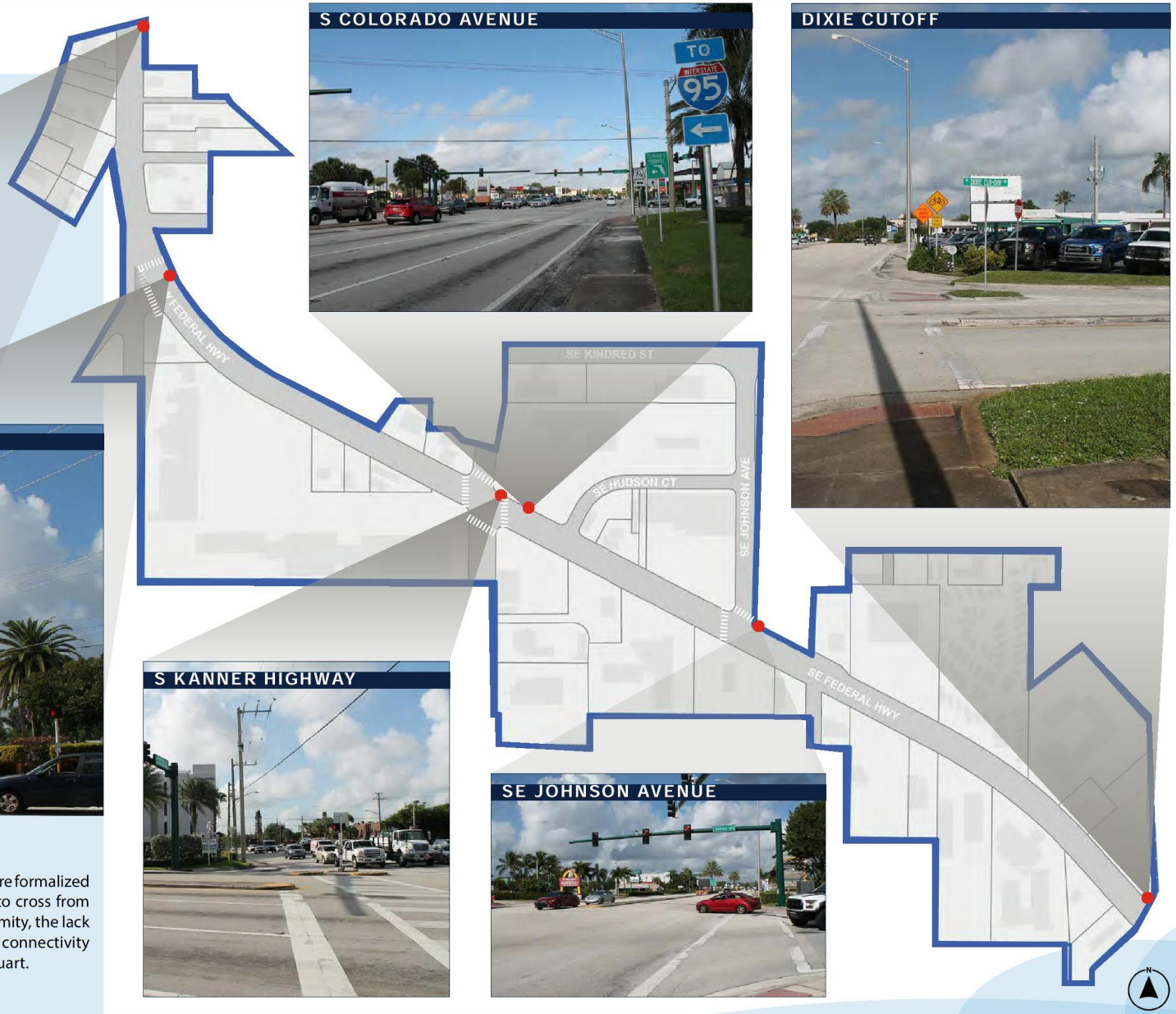
SAFETY



CROSSWALKS

There are only three locations along the one-mile corridor where formalized crosswalks are provided to enable pedestrians and cyclists to cross from one side of Federal Highway to the other. Despite their proximity, the lack of safe facilities makes it very challenging for non-vehicular connectivity between the neighborhoods to the south and downtown Stuart.

EXISTING BIKE NETWORK

The series of maps to follow include the Federal Highway study area and an additional study area for the Gateway Triangle District. The Gateway Triangle District is the subject of a Master Plan study. Due to the proximity of the two study areas, it was determined to be of mutual benefit to study the two concurrently. The Triangle Gateway District is outlined in an orange line and the Federal Highway study area is outlined in blue.

Stuart does not have a robust connected bike network, although recent roadway improvements have included designated bike lanes. Near the study area, S Colorado Avenue was the site of a Complete Street effort which reduced the number of travel lanes, added on-street parking, and wider sidewalks along with the designated bike lanes. Properties have seen a great benefit since the improvement. After the completion of S Colorado Avenue, SE Johnson Avenue and SE Kindred Street were also improved with on-street parking, newly landscaped bulb-outs, and designated bike lanes. In the following maps, S Colorado Avenue, SE Kindred Street, and SE Johnson Avenue are unique in the mapped area for their Complete Street improvements. SE Johnson Avenue and SE Kindred Street contain the only designated bike lanes in the study area.

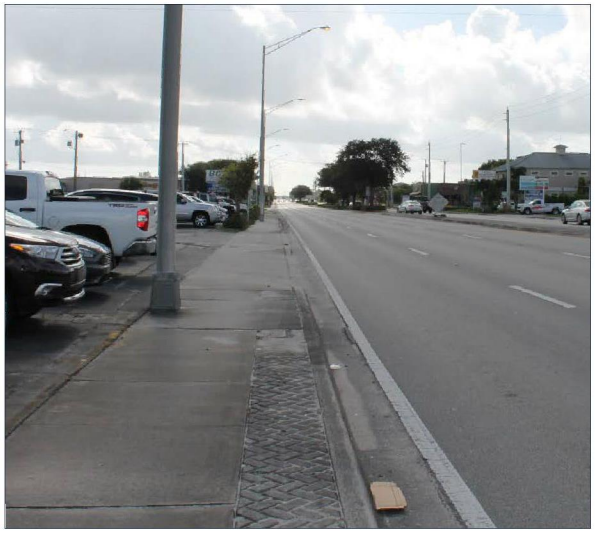


Figure 25 The image above is typical of the corridor. The absence of a bicycle facility contributes to the incidents of bicycle related crashes.

Figure 26 Designation of bike lanes 2019 data from FDOT.

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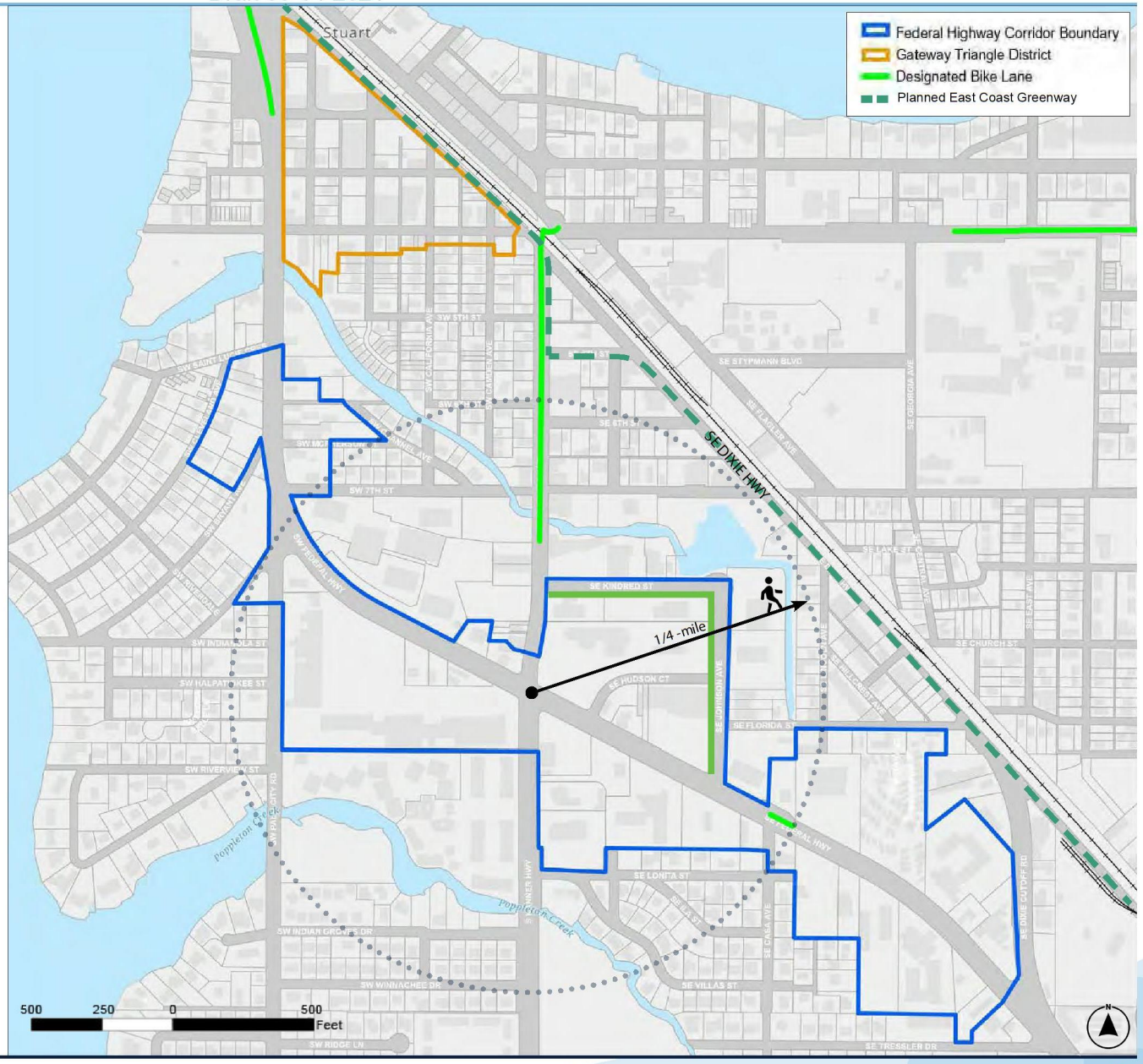

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EXISTING PEDESTRIAN BARRIERS

The map to the right describes the barrier type between the sidewalk and the vehicular travel lanes. Physical barriers protect pedestrians. The barrier has the added benefit of providing speed reduction and further enhancing the safety of all roadway users when the barrier is on-street parking or shade trees. The portion of Federal Highway within the study area does not include any protected sidewalks. SE Johnson Avenue and SE Kindred Street include the only protected sidewalks in the study area.

Figure 27 The image above is from the Frazier Creek bridge where an existing barrier guardrail is located.

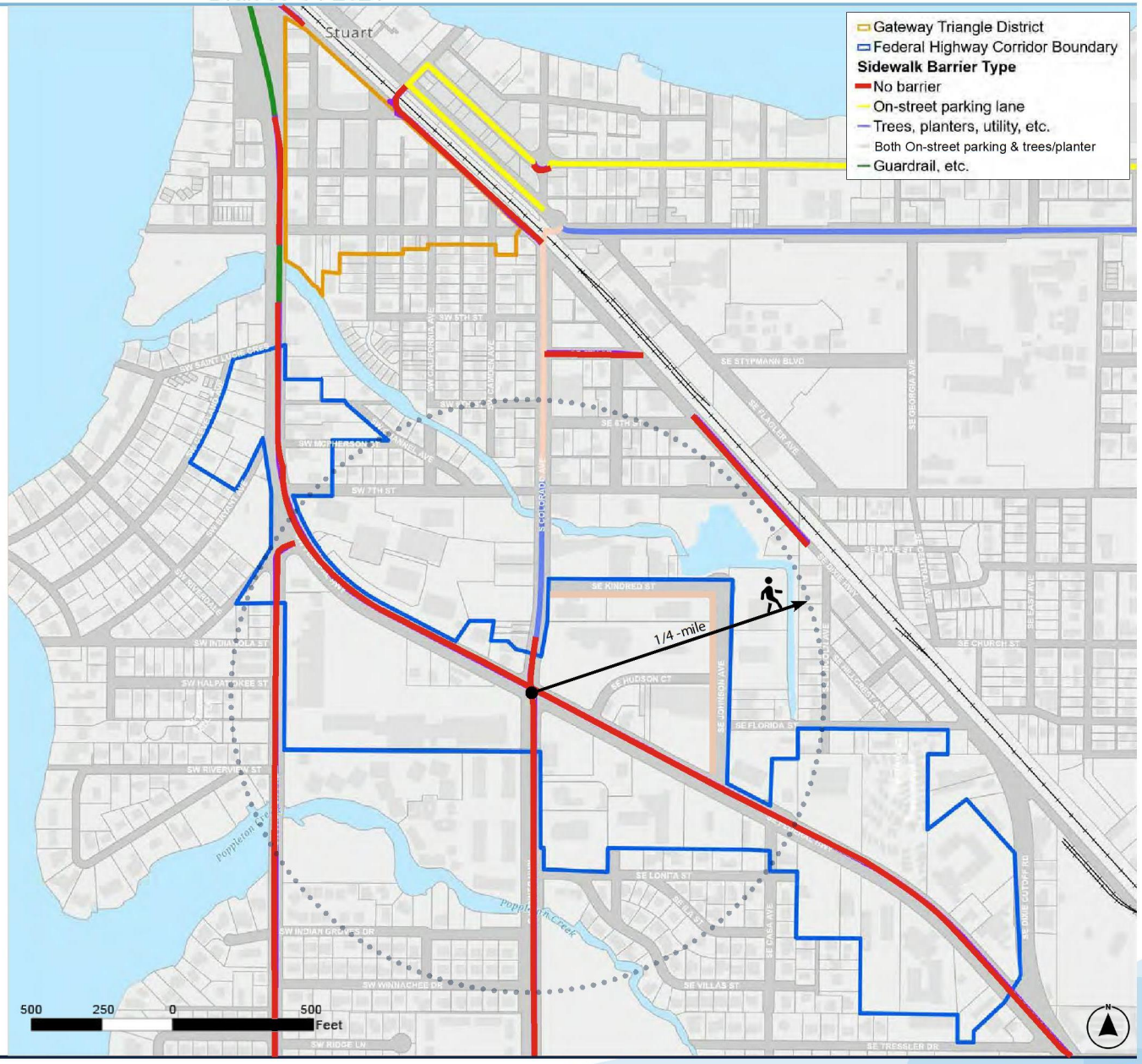

Figure 28 Pedestrian barriers 2019 data from FDOT.

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EXISTING SIDEWALK WIDTHS

The typical sidewalk within the study is 7' wide. Unfortunately, the sidewalk on Federal Highway is often interrupted with significant obstructions and does not provide a continuous safe clear path for users.

Figure 29 Images above show locations where the 7' sidewalk is obstructed by a utility poles.

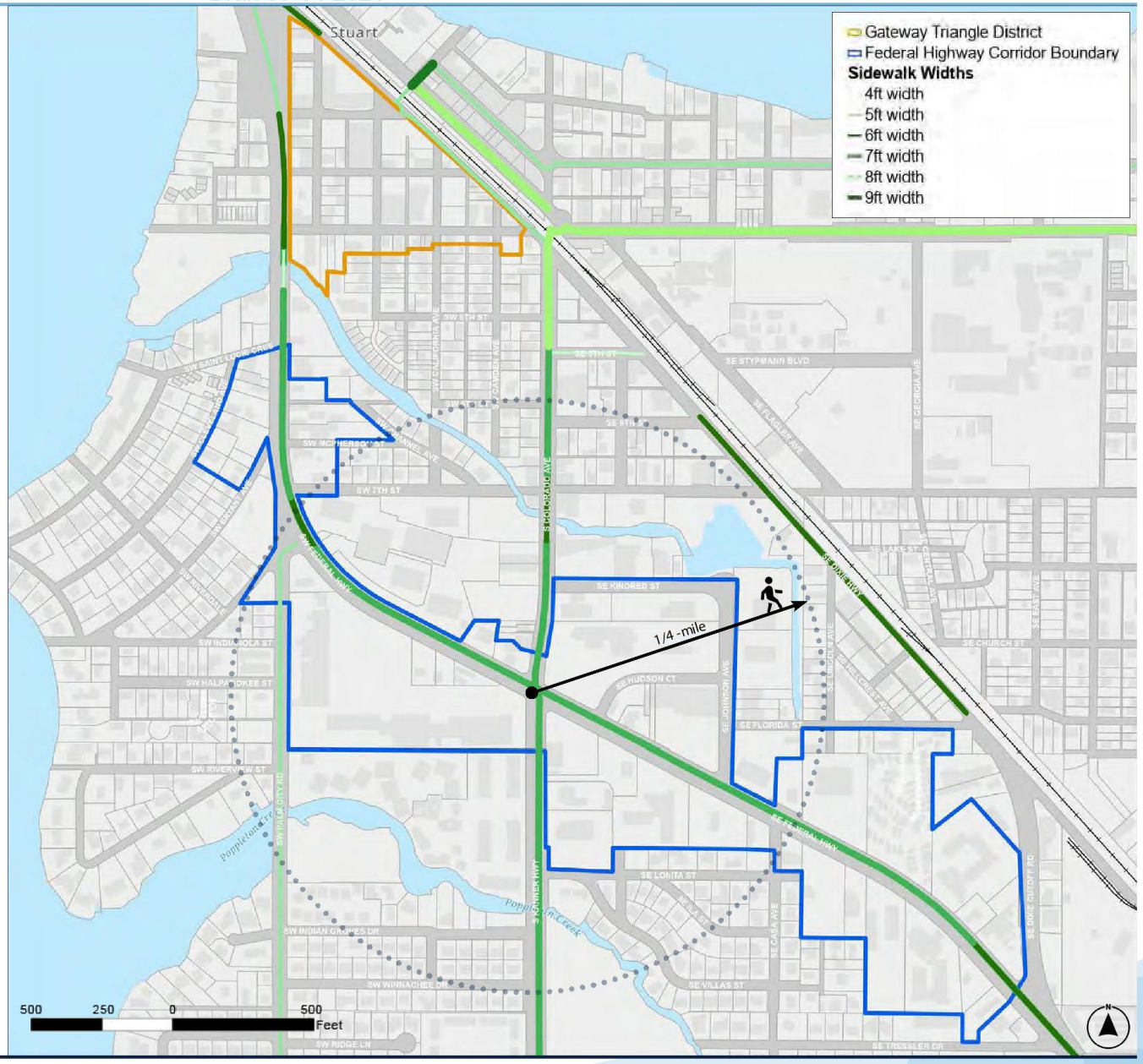

Figure 30 Sidewalk widths 2019 data from FDOT.

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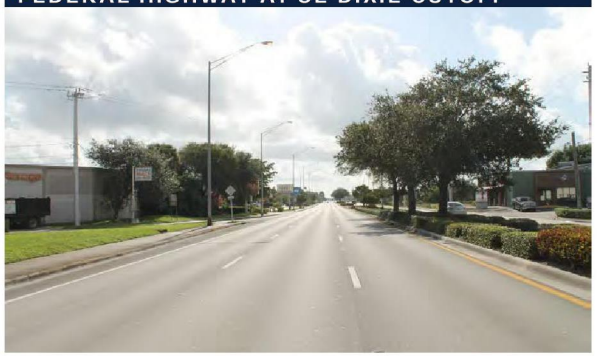
ANNUAL AVERAGE DAILY TRAFFIC

The annual average daily traffic (AADT) counts on Federal Highway show a noted change in the experience of the roadway in terms of volume. From Kanner Highway north to the Roosevelt Bridge, the AADT was recorded as 41,500 vehicles per day in 2019, while south of Kanner Highway the AADT was reported as 35,000 vehicles per day for the segment from Kanner Highway to Monterey Road. Based on FDOT from the AADT, there was an 11% decrease between 2016 and 2019 of vehicles per day. When comparing the FDOT historical data for the Roosevelt Bridge to Kanner Highway segment between 2017 and 2019 there is an increase of 2.5%. A complete traffic study could inform trends along corridor, but there are clearly different conditions in terms of volume north and south of Kanner Highway.

KANNER HIGHWAY & FEDERAL HIGHWAY

FEDERAL HIGHWAY AT SE DIXIE CUTOFF



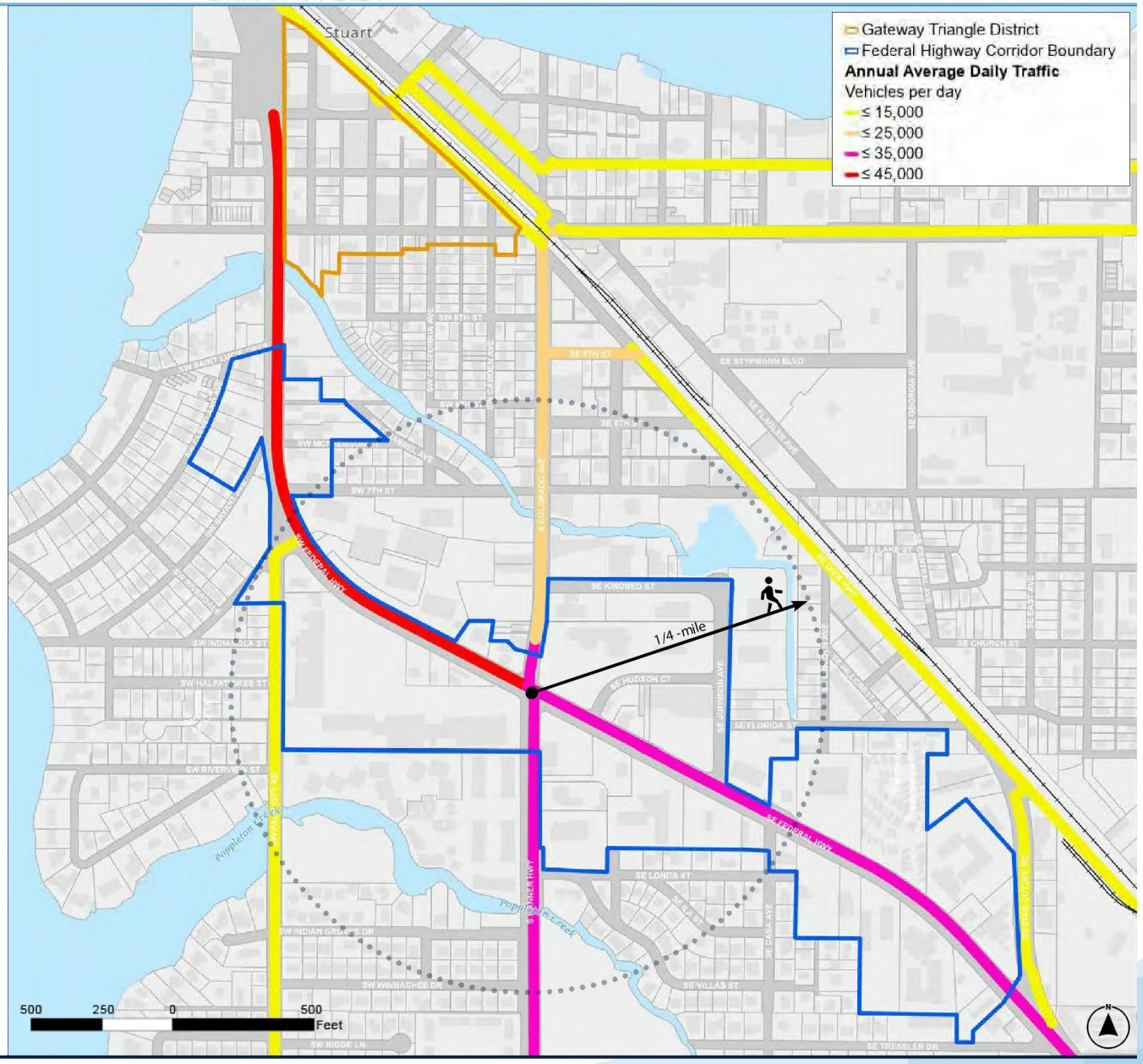


Figure 31 Annual Average Daily Traffic measured by vehicles per day 2019 data from FDOT (https://tdaappsprod.dot.state.fl.us/fto/)

EXISTING PUBLIC TRANSIT

Marty is a public transit system operated by Martin County. *Marty on the Move* (the 2020-2029 Transit Development Plan) is consistent with the requirements of the State of Florida Public Transit Block Grant Program. There are two Marty Bus Routes with stops on Federal Highway in Stuart. Route 1 is shown in yellow and Route 3 is shown in purple. Route 1 runs the length of Federal Highway from Salerno Road to the south to the Treasure Coast Connector which operates in St Lucie County to the north. In 2018 there were 83,467 riders on the Marty. In the Transit Development Plan 2020–2029 the number one priority identified was to split route 3 into a route 3a and 3b. The plan also called for doubling the frequency of Route 3. The stops that service both Routes 1 and 3 are minimal and do not include shelters or benches and are noted with just a simple sign indicating the route number and no other information. These are in contrast with the Marty stops elsewhere in the County which provide, at a minimum, a shelter and bench.

The City also has a micro-transit system within the downtown area called Stuart Tram. Many of these stops do include a shelter, benches, trash, and recycling bins as well as Tram information like route maps and contact numbers. This same level of service should be extended to Marty stops throughout the City including the study area.

The recent 2019 Stuart Downtown Tram Business Plan provided recommendations for the Tram's continued service. Coordination between the two fixed-route systems should be continued.

EXISTING TRANSIT

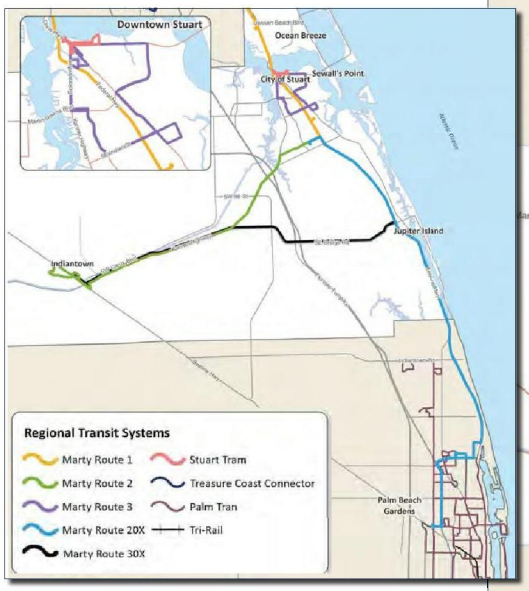


Figure 32 Typical Marty transit stop with shelter and bench. The pictured stop is at Indian River State College on Salerno Road.

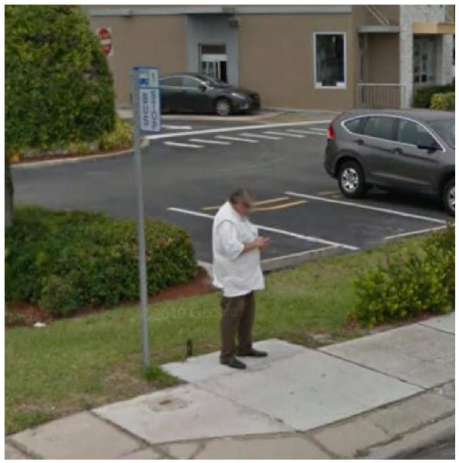


Figure 33 Typical Marty transit stop in study area. No bench, shelter or shade it provided.

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NATIONAL FLOOD HAZARD

When considering redevelopment and long-term investment, it is prudent to understand the flood risk and sea-level rise projections of the area. To the right and on the following page are maps of the National Flood Hazard Area and the NOAA Sea Level Rise depth projection as they apply to the study areas.

In the map of the National Flood Hazard Area to the right, most of the Federal Highway and Gateway Triangle study area are well outside the 1% and 0.2% Annual Chance of Flood Hazard. There are, however, properties adjacent to Frazier Creek inside the study area that indicate more vulnerability to flood hazard and fall into both the 1% and 0.2% Annual Chance Flood Hazard.

Figure 34 The image above of is taken from Poppleton Creek from bridge over SW Palm City Road looking west.

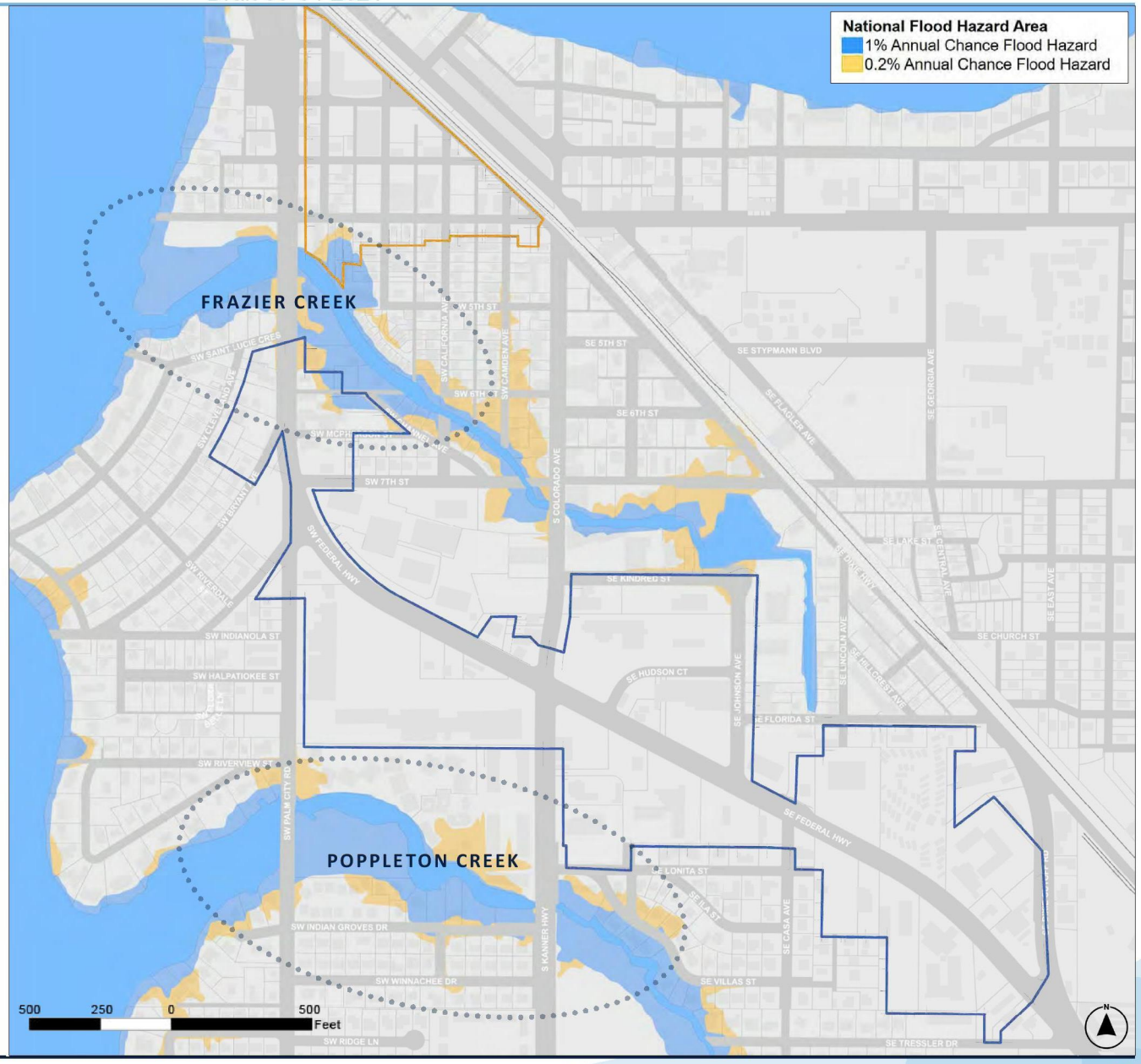

Figure 35 The National Flood Hazard Layer (NFHL) data incorporates all Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters of Map Revision (LOMRs) that have been issued against those databases since their publication date. It is updated on a monthly basis. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. Updated: 02/19/2020

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NOAA SEA LEVEL RISE

The map on the right illustrates sea level rise projections for 2030, 2060, and 2100 in increasingly dark shades of blue. The most dramatic is 2100 in the darkest shade of blue. The data projects a sea-level rise of 81" or 6'-9" from the present date to 2100.

The vast majority of both study areas remains outside even the 2030 projections of 21" or 1'-9". Again, properties near Frazier Creek show potential impact from sea level rise like that of the National Flood Risk Map. In addition to Frazier Creek there are three other locations within the study area where a projected impact from sea level rise is indicated:

1. The north side of Palm City Road on land that is already City-owned and functioning as part of the stormwater management system as dry retention. This use will continue to be important on this site.
2. Further east on Frazier Creek where there is existing stormwater infrastructure and storage at Bruner Pond Park.
3. The last is the mobile home community of Holiday Mobile Home Park which has existed in the same configuration since 1954. The community sits very low and projections show inundation at 2060 projected levels. It's important to note this community is one of the few residential properties on the corridor within the study area. Many residents are employed by businesses on the corridor at businesses such as Publix, Wawa, and nearby light industrial. This workforce and residents make up some of the diversity of mobility users on the corridor. This relationship is important to maintain because it removes vehicle trips from the roadway.

Figure 37 Image above is taken from the bridge over Frazier Creek looking to the east.

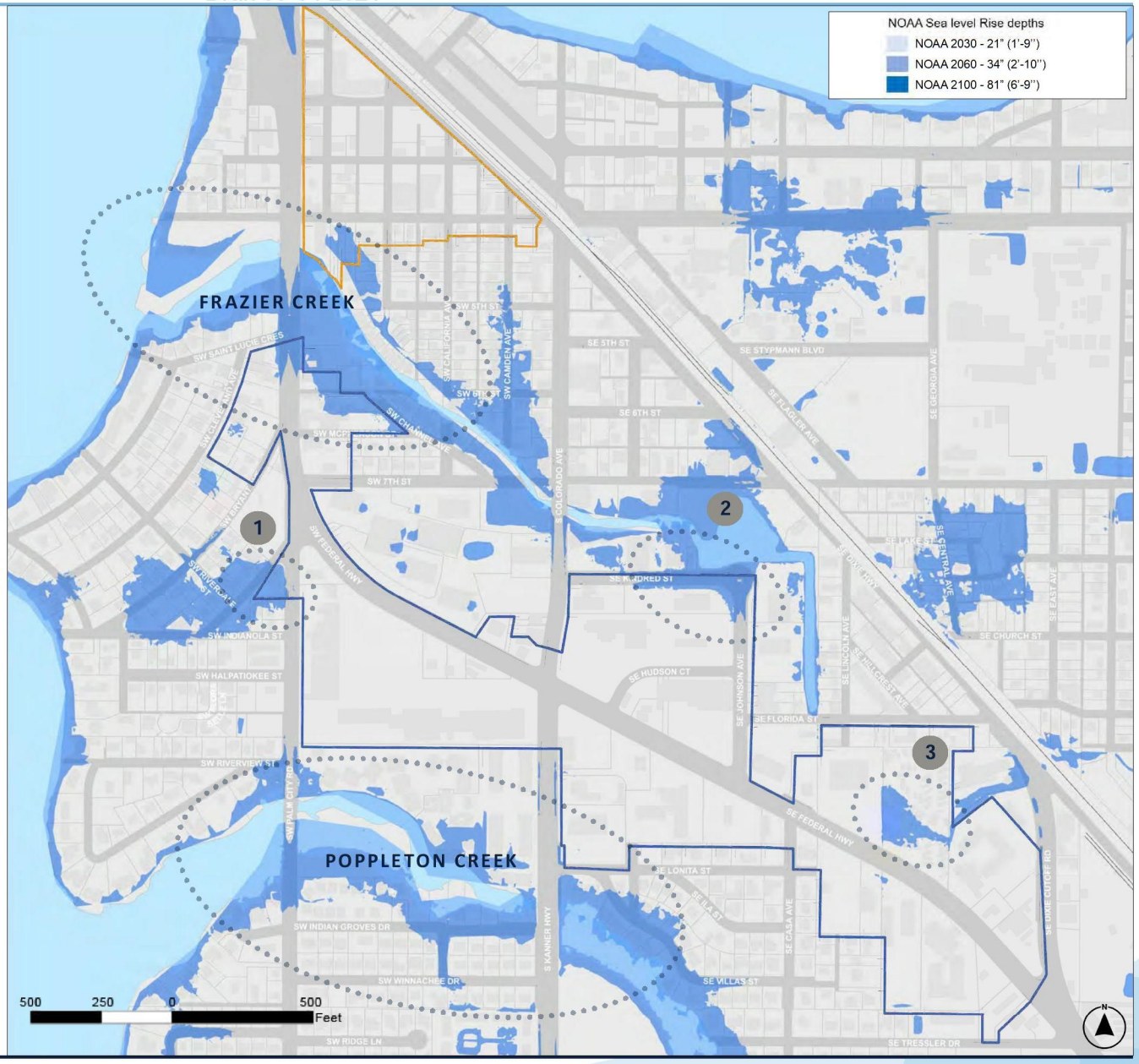


Figure 38 Is a Seal Level Rise Scenario created for Martin County via Grant funding via the Institute for Water and Environmental Resilience and Erin Deady Law. Creation date: 3/2019

SUMMARY OF PUBLIC INPUT

GROUP STAKEHOLDER INTERVIEW #1

SUMMARY OF CONVERSATION

A group interview session was hosted on November 18, 2020, through a virtual meeting room and included a diverse group of stakeholders from the Federal Highway corridor in Stuart. The conversation included a review of findings from Main Street America's survey, "The Impact of COVID-19 on Small Businesses," conducted March 25 to April 6, 2020, and recent Census data points on the effects of COVID-19. The survey results led to a conversation on how local impacts may, or may not be similar to national impacts. In the commercial real estate climate, stakeholders reported a significant impact on tenant lease agreements. Many tenants have renegotiated lease agreements with shorter terms, deferred payments, and reduced footprints. One broker reported that as many as 30% of leases managed had been renegotiated. In addition, there are some businesses within the study area who have closed and gone dark.

There are exceptions to some of the uncertain trends. The national increase in bike shop sales has also been observed locally. As a waterfront community in a warm climate, brokers in Stuart have also observed increased economic activity in boating, camping, and related outdoor-focused retail and services.

Stakeholders cautioned that COVID-19 pandemic trends are temporary and that many challenges on Federal Highway existed before the pandemic. Along the study area, there is significant empty commercial space and vacant property. The pandemic was noted as an accelerator of existing trends such as reduced demand for traditional office space and growth in residential housing demand of all types. Of note, there is interest in developing co-working and flexible workspaces. A stakeholder noted there has been a 97% increase in residential sales from August to December 2020.

Participants noted additional acute stress which affected the corridor this summer with the closure of the Roosevelt Bridge. The Roosevelt Bridge, located to the north of the study area, was closed on June 17, 2020, due to a detected failure in a routine inspection. FDOT worked diligently to repair the bridge and ensure safety. The closure significantly reduced the amount of vehicular traffic on a portion of the study area. The six travel lanes of the Roosevelt Bridge were redirected to other routes between June 17 and June 27. A partial opening of the Roosevelt Bridge began on June 27 which allowed four lanes to return. By July 5 all six lanes were operational.

Outside of the impacts of COVID, existing trends, and bridge closures, the physical characteristics of Federal Highway were noted as limiting the quality of the corridor and impacting the economic activity. Stakeholders discussed the lack of pedestrian or vehicle lighting in the study area. Enforcement of signage code and improved signage quality was also noted as a way of improving the overall quality of the corridor. Other topics brought before the group included the annual average daily traffic as collected by FDOT in 2019, and the poor quality of crosswalks observed on the corridor. The two relate to concerns about safety on Federal Highway. Safety is critical because as one stakeholder put it, "We'd like to see this study show ways to connect this corridor to Downtown for pedestrians and [in] perception." The study is geographically very close to Downtown which has the potential for tremendous value for many uses.

In recent history, South Colorado Avenue was a significant corridor improvement within the City. That project saw an increase in market values of 25% and an 11% reduction in vacancies in two years. Participants in the call noted the success of that street improvement hinged on the extensive door-to-door outreach to property owners and that partner advocacy groups in the City were key to advancing the project. The same strategies could be key to advancing recommendations for Federal Highway.

For information purposes, it was noted that the study area is included in the Community Redevelopment Agency. Information was provided about some of the existing incentive programs.

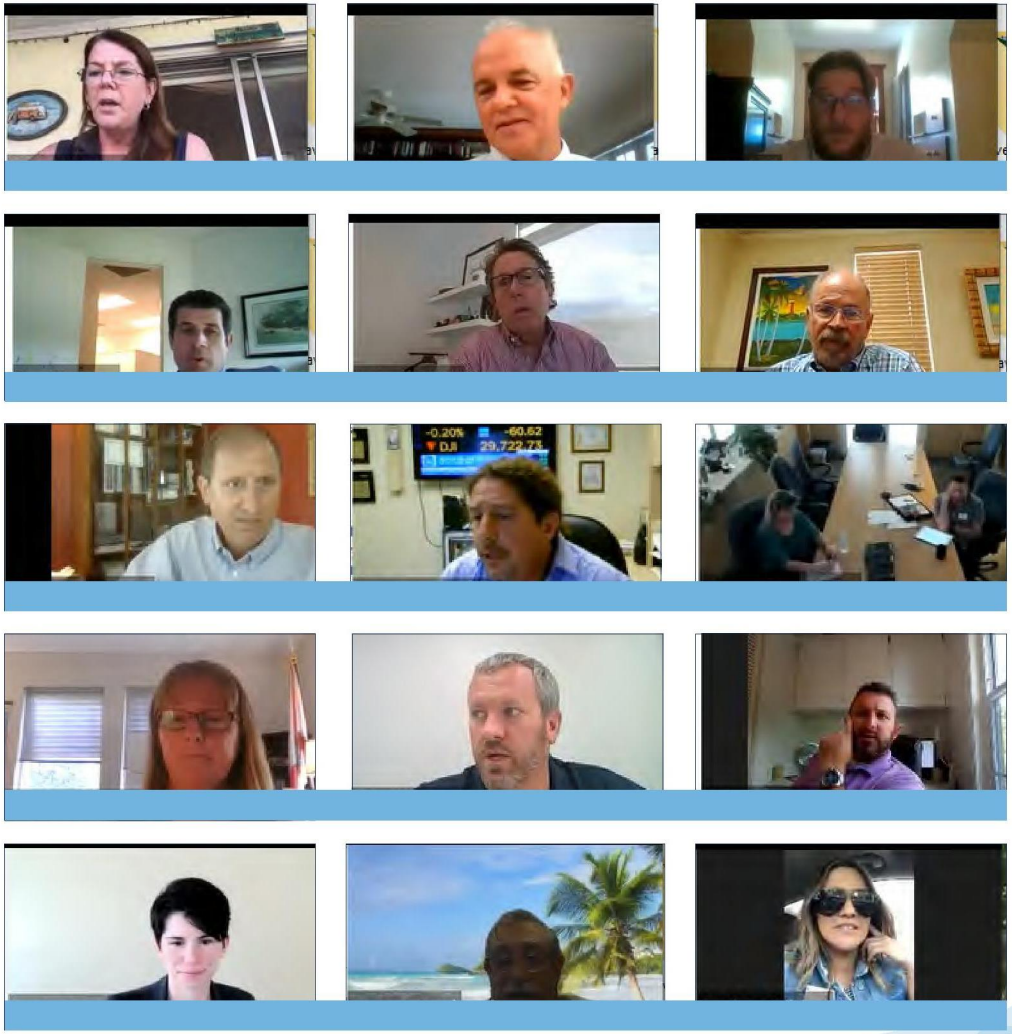


Figure 39 Images of participants in the Group Stakeholder Interview from November 18, 2020.

SUMMARY OF POLLING

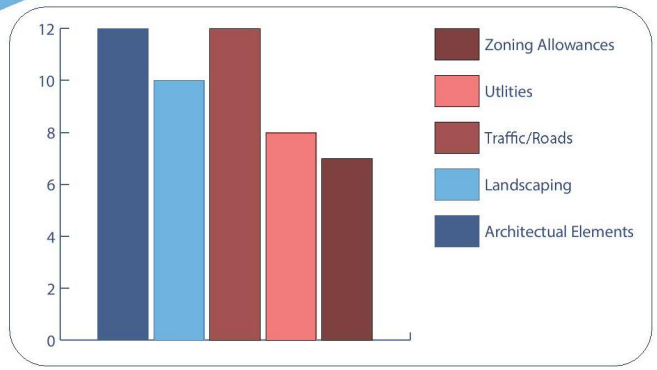
During the group interview a series of polling questions were asked. Those responses are summarized here.

In reference to US1, what is your role as a stakeholder?

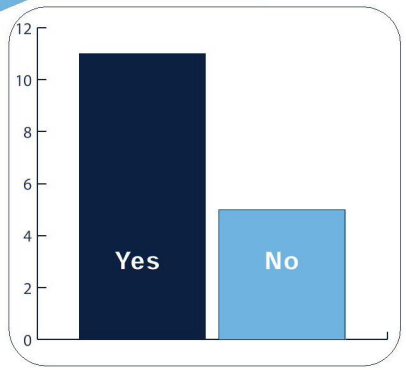
The interview included representatives from:

- Economic Development
- Nonprofits
- Chamber of Commerce
- Realtors
- Agency Representatives
- Business Tenant
- Property Owners
- Residents

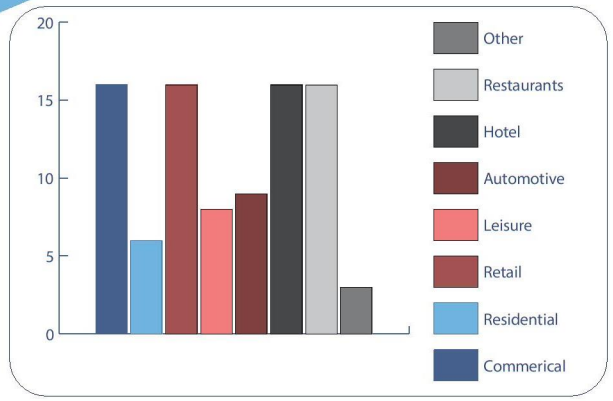
In what ways has the US-1 Corridor been negatively impacted by COVID-19? Select all that apply.



Are you already familiar with the extends of the CRA?



What uses do you see appropriate for the US-1 Corridor? Select all that apply.



Which of the following improvements do you believe would have the highest positive impact on the US-1 Corridor? Select all that apply.

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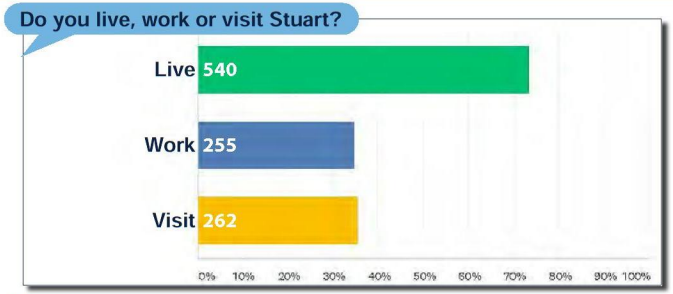
SURVEY RESULTS

TOOK THE SURVEY?

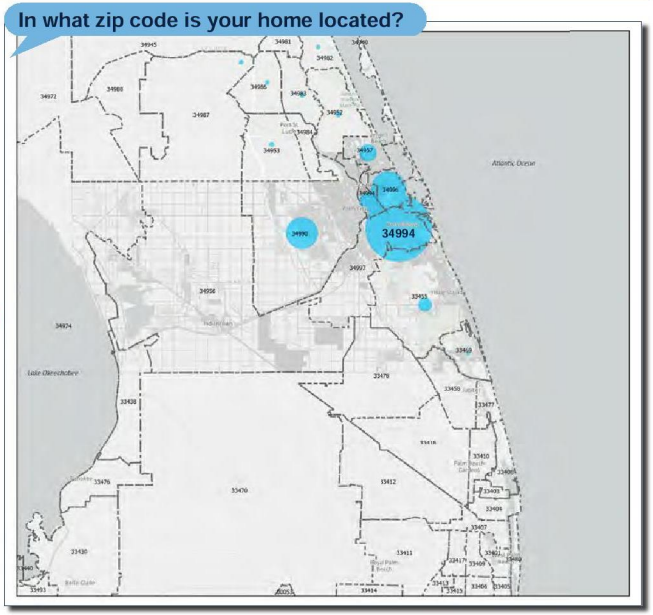
A community survey was conducted between November 12th and December 18th, 2020 and received over 700 responses. The survey was distributed through social media on Instagram and on Facebook. It was distributed through community organization groups and the local television news featured it in their evening program and online.

Do you live, work or visit Stuart?

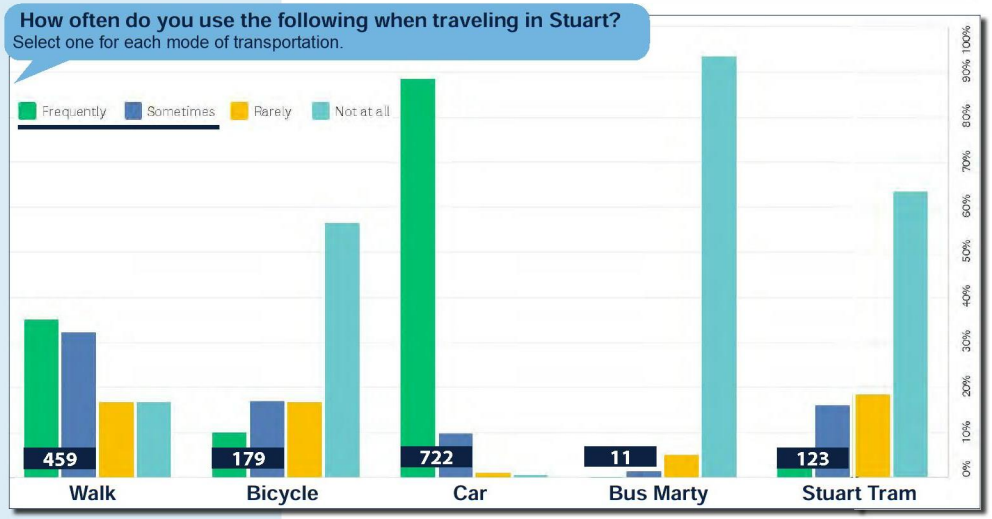


What is your top destination in downtown Stuart? Select the top three.

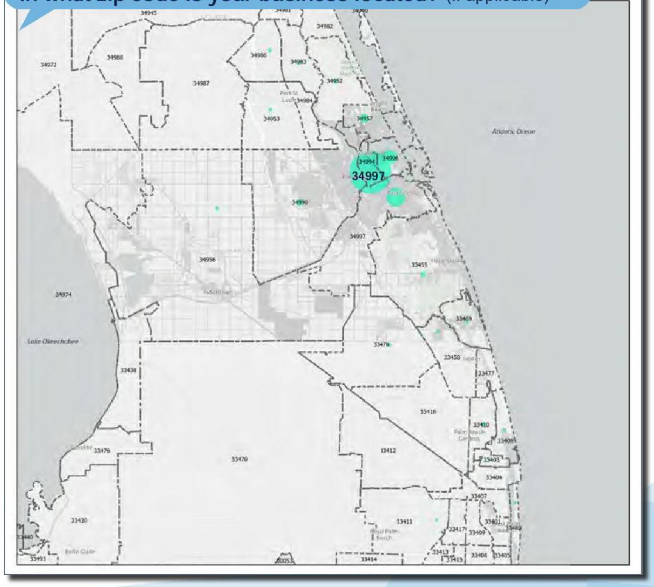
In what zip code is your home located?



How often do you use the following when traveling in Stuart?
Select one for each mode of transportation.



In what zip code is your business located? (If applicable)



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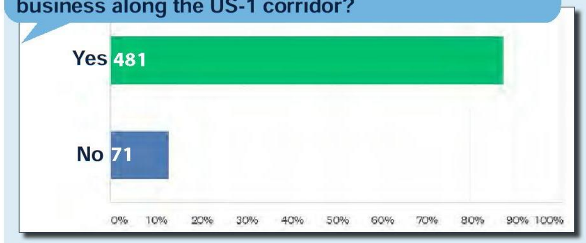
ABOUT US-1 IN STUART

Do you think COVID-19 pandemic has affected business along the US-1 corridor?



If yes, how so?

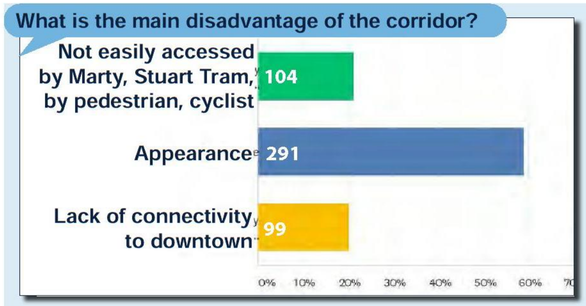
As the word bubble indicated fewer people in stores and restaurants. Restaurants were mentioned many times.

What do you feel are impediments for existing and new businesses along US-1 in Stuart?

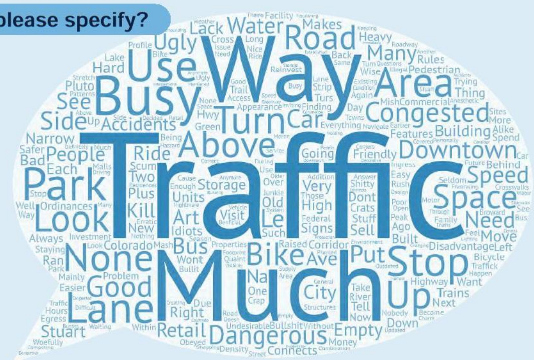
"Hard to see what businesses are there with all the parking lots in front."

- Businesses are not visible from street and have poor quality signage.
- There were comments regarding the over-retail of the area.
- Access - Moving in and out of lots - connected parking lots - joint parking lots entry/egress. Maneuverability. Many wrote about the challenges in making left hand turns and turning into and out of businesses
- Speeding - speed was mentioned several times and also contributes to the maneuverability issues
- The importance of ADA and considering walkers and seniors.
- Green space and wildlife.

What is the main disadvantage of the corridor?

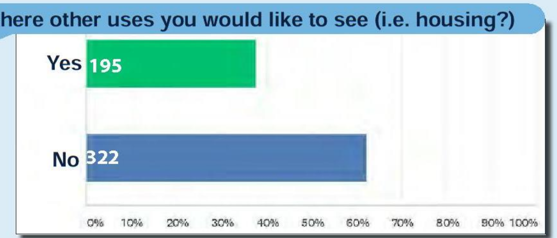


Other, please specify?

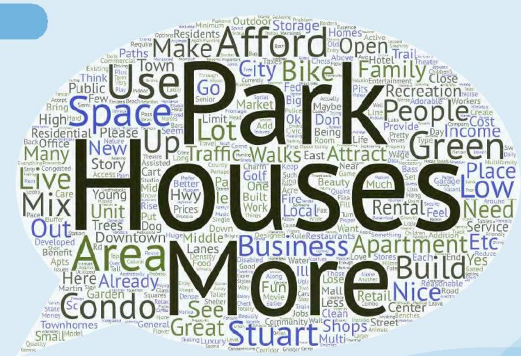


What types of businesses and commercial uses would you like to see along US-1 in Stuart?

Are there other uses you would like to see (i.e. housing?)



If yes, what?



ABOUT US-1 IN STUART

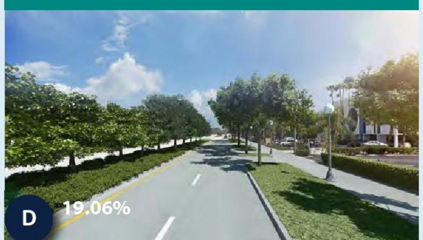
Which crosswalks do you think you'd feel comfortable crossing on US-1 in Stuart? Select each that apply from images A through D.

EXISTING CONDITION

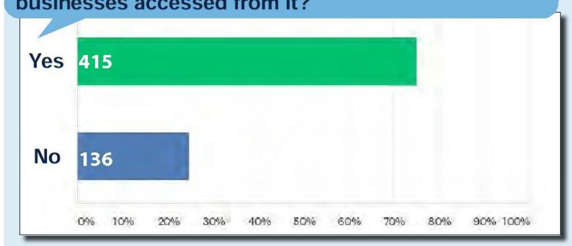
TEXTURED CROSSWALK WITH MEDIAN REFUGE & SIGNAGE

ELEVATED TEXTURED CROSSWALK WITH MEDIAN REFUGE SIGNAGE & ENHANCED LIGHTING

REDUCED VEHICLE TRAVEL LANES FROM SIX TO FOUR



Does the appearance of US-1 affect the success of businesses accessed from it?



If yes, what elements have the biggest impact?

GROUP STAKEHOLDER INTERVIEW #2

SUMMARY OF CONVERSATION

The same participants were invited back, and additional stakeholders were in a follow-up interview session hosted on January 28, 2021, via virtual meeting. This group conversation focused on reporting back the results from the community survey and looking at possible interventions to address the community feedback. Addressing the volume and perception of traffic and the overall appearance of Federal Highway in the Study area were key takeaways discussed.

Responses from the group and feedback included:

- There is significant northbound traffic in the morning and southbound traffic in the afternoon. Mid-day traffic is difficult to navigate. The number of vehicles in the evening drops.
- Best way to address traffic is to enhance other roadways and create additional connections.
- Willoughby extension may bring more vehicles to the south end of the Federal Highway Corridor and away from Kanner Highway north to Joan Jefferson Way.
- A desire to encourage people to use SE Florida Street and SE Dixie Highway and the Willoughby extension could be a part of that connectivity.
- A desire to encourage people to use Dixie Highway and West Ocean Boulevard.
- Connecting 7th Street and Martin Luther King Jr. Boulevard over the Frazier Creek as described in the redevelopment plan from the CRA in 2002.
- Additional turn lanes, or dedicated turn lanes, such as the southbound right turn lane from US-1 to Kanner Highway in the MPO work plan could help move more vehicles south.
- There is concern about the safety of crossing Federal Highway.
- There is a desire for a parallel corridor from Joan Jefferson Way to W Ocean Boulevard since that area is the concentration for the most traffic and challenges to egress and ingress.

VISION WORKSHOP

On Saturday, March 13, 2021, a visioning workshop and walking tour event was hosted by Treasure Coast Regional Planning Council and the City of Stuart. Over fifty people participated, including residents, business owners, elected officials, and City staff. The walking tour took the participants through portions of both study areas and provided firsthand experiences of the challenges and advantages in the district. The tour included a brief history of planning in the City, examples of mixed-use neighborhoods, and an introduction to Vision Zero and Complete Streets.

Feedback was provided through questions and answers along the walk and at "mini-presentations" which were facilitated by three presenters. When the tour was completed, participants were encouraged to test their road improvement concepts with the Complete the Street exercise as well as to provide feedback to facilitators at tables where they were scribed onto maps. Additional feedback was emailed by some of the participants. Feedback ranged from very general to very specific.

SUMMARY OF CONVERSATION BY AREA

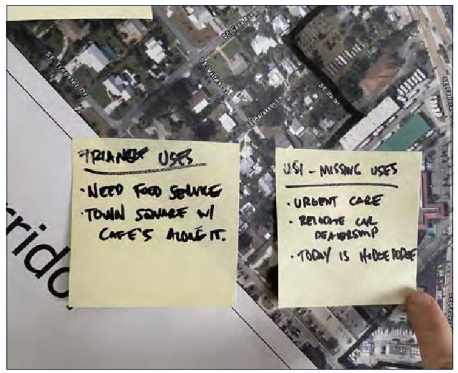
BOTH DISTRICTS

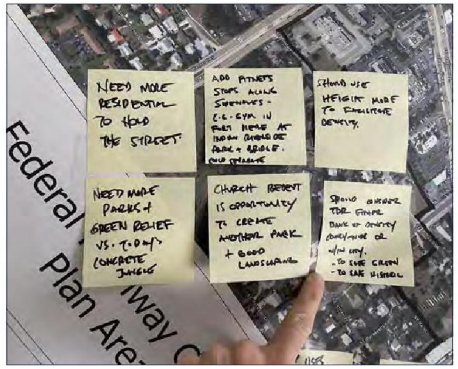
- Broad support for mixed-use neighborhoods and projects was expressed.
- Maintaining a small-town and quaint feel continues to be an important quality of Stuart. Concerns for maintaining that are often expressed with comments or questions about appropriate height and density. That said, locations along US1 and in the Triangle District were seen as appropriate places for height and density by residents.
- Historic structures are a benefit and set the tone of the neighborhood. As one participant said, "We lose charm and character with every demolished historic structure. There is nothing that can replace the authenticity of historic original structures. So, few remain, and those that are left need protection. Celebrate and acknowledge all existing historic structures within the CRA and Main Street boundaries."
- The importance of more greenery with parks, landscaping, and bulb-outs was expressed repeatedly.
- There was interest in adding fitness stops along the creek and the Sailfish Healthy Trail.
- Landscaping shrubs are often higher than 18" and need to be trimmed to promote pedestrians visibility for vehicles drivers.
- For bike lanes, a preference for the buffered bike lane as opposed to the paint where feasible was expressed. The paint can be slippery for specific types of bike tires.

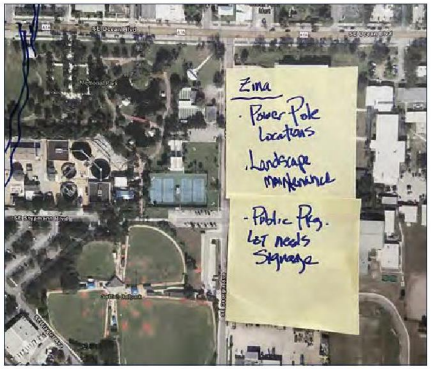
ABOUT US-1 IN STUART

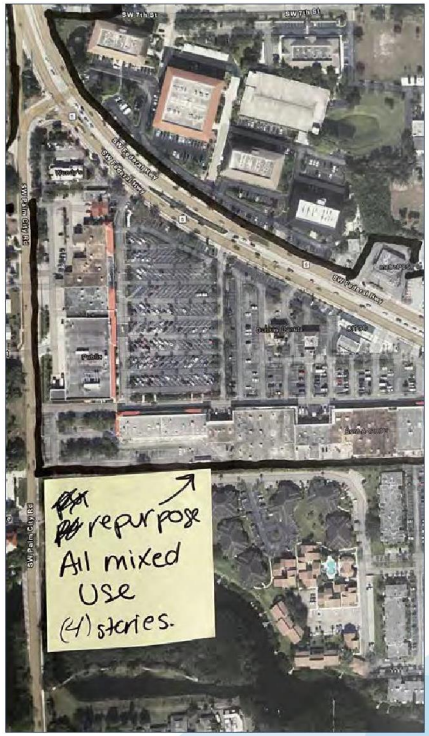
ON FEDERAL HIGHWAY

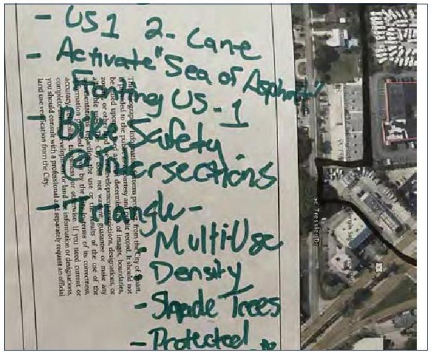
- There was a lot of concern about the safety of crossing, especially at SW Ocean Boulevard.
- The intersection of Federal Highway and SW Ocean Boulevard could be the site of a totem pole or gateway feature.
- The textured stamped concrete at the edge of the sidewalk adjacent to the curb creates a navigability issue especially when on a bike.
- Many driveways are very steep and send sidewalk users into the flow of traffic on Federal Highway.
- There is a lot of sound from the traffic on Federal Highway, but the impact of landscaping is substantial at mitigating it as observed by participants. Water features were also recommended as means of mitigating the sound by a participant. There is an example of this at a local restaurant (Sailor's Return).
- Participants expressed the need for ADA accessible sidewalks and protected sidewalk conditions adjacent to the speed of traffic on Federal Highway. Currently, many light poles and power poles obstruct the sidewalks.
- Participants noted the need for more lighting along the corridor and well as attractive, pedestrian lighting.
- Missing uses mentioned include Urgent Care, upscale or boutique groceries like Trader Joe's, and less desire for auto sales.











TOUR OF THE PLAN

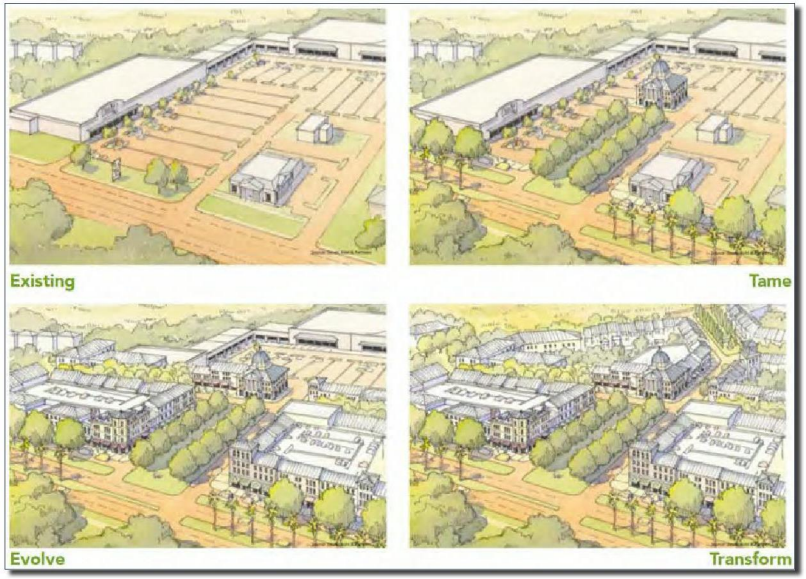
REDEVELOPMENT OPPORTUNITIES

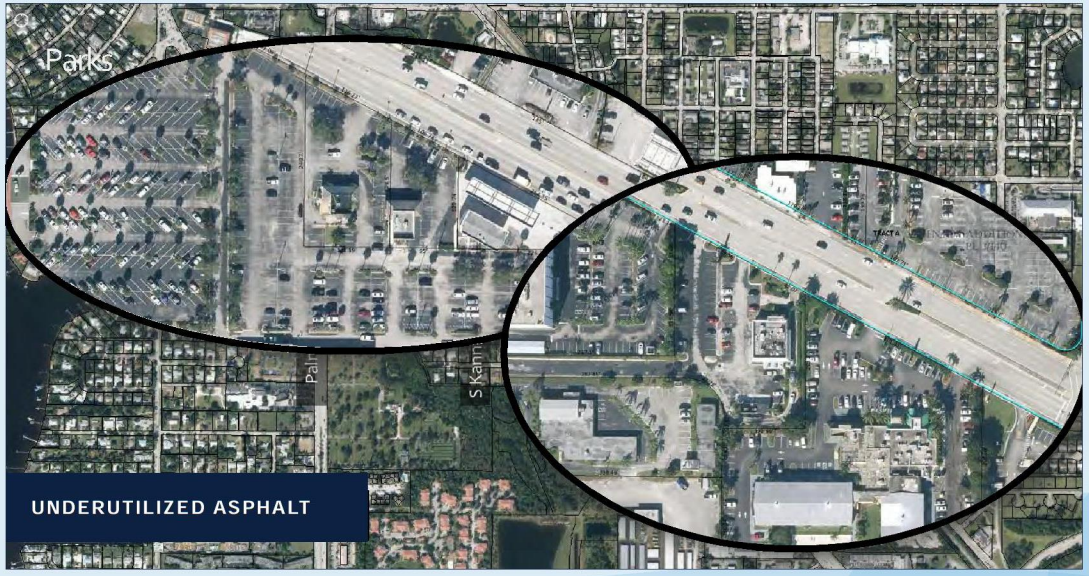
It can be challenging to see beyond existing conditions like those present on Federal Highway and imagine uses other than what is on the ground today. Vacancies and large underutilized surface parking lots tell us that those current forms are not serving the community or current owners well. There are great potential benefits to infill redevelopment and transforming previously developed land into new more adaptable building forms and uses. Infill redevelopment happens between already developed land, and can be far more environmentally sensitive than any development in a greenfield or even at the edges of a town or city. Infill has the benefit of hooking into existing road and utility infrastructure. Infill redevelopment on previously developed land does not displace existing wildlife or destroy precious habitats. Redevelopment can even improve the stormwater conditions when large swaths of asphalt are replaced with rooftops and open space. Development in a greenfield or at the edges of the urbanized area expands the demand for services and lengthens commuting time. Initially inexpensive land to develop becomes more costly to service by the City, and more costly to live in because of the cost of transportation and lost time.

Figure 40 Images to the right show various locations along Federal Highway in South Florida where there are a variety of uses.

Figure 41 The illustrations below are from Beaufort SC Master Plan by Dover Khol. They illustrate the transition over time from large, big-box footprints with large, front-loaded parking to a more vibrant active suburban neighborhood.

Figure 42 The aerial on the far right of the page highlights parcels on Federal Highway that are predominantly underutilized parking lots. These lots are prime candidates for redevelopment over time.





REDEVELOPMENT OPPORTUNITIES

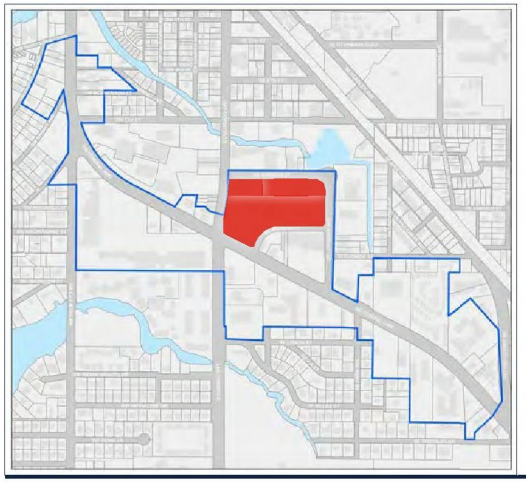
SEACOAST BANK PROPERTIES

This redevelopment plan illustrates design concepts for the incremental redevelopment of the Seacoast Bank campus and the Mayfair Shopping Plaza. The area is bounded by SE Kindred Street to the north, SE Johnson Ave to the east, SE Federal Highway to the south, and S Colorado to the west. SE Hudson Ct is a primarily east-west street that bisects the redevelopment area and separates the Seacoast properties from the Mayfair Plaza properties.

Seacoast Bank is a 90-year-old Treasure Coast institution which opened its doors as Citizen's Bank in downtown Stuart in 1933. On Labor Day 1961 the current bank opened at the corner of Federal Highway and Colorado Avenue. The bank was designed in the Mid-Century Modern style with a massive, anodized aluminum gold-finished solar screen that still exists today. A nearly 45,000 s.f. addition was constructed in 1984 and is connected to the original building, although it does not reflect the architectural character of the original structure.

The current Seacoast Bank properties are contiguous, north of Hudson Ct., and total 8.11 acres. This does not include the 0.97-acre parcel at the corner of S Colorado and SE Kindred Street which is the site of the Stuart Auto automobile service center.

The general concept for the Seacoast Bank properties redevelopment proposal is to preserve the original Seacoast Bank structure and celebrate its significance with a new axial green, remove the 1984 addition and provide residential opportunities throughout the campus. The proximity of this site to downtown Stuart makes it a perfect candidate for in-town residential within an easy walk to the shops and restaurants of downtown. The rendered conceptual plan illustrates new residential construction with pitched red roofs, existing buildings to remain shown as gray building footprints, and new commercial structures with flat roofs rendered in lavender. The plan contains a legend that identifies key elements of the plan. On the next page is a detailed description of each element identified.



LEGEND

- A Seacoast Bank Original Building
- B Seacoast Plaza
- C Seacoast Green
- D Colorado Townhouses
- E Courtyard Apartment
- F Hudson Courts
- G Stuart Auto
- H Seacoast Banking Centre II

REDEVELOPED

Figure 43 Conceptual plan illustrating design concepts for Seacoast Bank campus and the Mayfair Shopping Plaza.

REDEVELOPMENT OPPORTUNITIES

A. SEACOAST BANK – ORIGINAL BUILDING

As described in the introduction above, the original Seacoast Bank building was built in 1961 and is a good example of Mid-Century Modern Architecture. The recommendation is for the 1984 addition to be removed to accommodate parking and circulation for new residential buildings.

B. SEACOAST PLAZA

Defined by part of the front façade of the existing Seacoast Bank building and the front façade of new construction, the Seacoast Plaza is an opportunity to create an intimate gathering space adjacent to the buildings. If properly detailed, this plaza could easily become an extension of the ground floor activities of the adjacent buildings. While rendered as a residential building, the new construction adjacent to the plaza could have residential or non-residential/flex uses facing the plaza.

C. SEACOAST GREEN

As the preservation of the existing Seacoast Bank building is a central organizing element of the redevelopment plan, the proposed Seacoast Green is intended to emphasize the front façade of the building. Intended to be a formal but passive green space surrounded by shade trees, the Green is a contrasting accompaniment to the Seacoast Plaza which is hardscaped. The buildings framing the Green might take on a more Mid-Century or Deco character in their architecture to make for an interesting modern public space.

D. COLORADO TOWNHOUSES

The residential buildings facing Colorado are intended to be two or three-story townhouses with parking accessed from the rear. They are set back from Colorado Avenue and Federal Highway to accommodate the existing landscaped storm-water drainage areas.

E. COURTYARD APARTMENT

One of the most resilient and interesting of building types is the courtyard apartment building. This two-story "C" shaped building is multi-family residential with an intimate exterior space in the forecourt. This design would yield 24 residential units and parking would be accommodated on-street and in the surface lot to the rear. A similar, fully enclosed courtyard building is illustrated at the SW corner of Hudson Ct and SE Johnson Avenue which could yield an additional 18 dwelling units.

F. HUDSON COURTS

Hudson Courts on SE Hudson Court is a play on words for naming this proposed multi-family building. A prominent plaza space at the corner of SE Hudson and SE Johnson Avenue not only provides a gathering space for residents but also preserves the large existing shade tree on the corner of the lot. This three-story design would accommodate 35 dwelling units and provide a powerful entry into this new residential district.

G. OLDE TOWNE STUART AUTO

Olde Towne Stuart Auto is a long-established automotive dealership and repair shop at the corner of S Colorado Avenue and SE Kindred Street. The building is a low-scale Mid-Century Modern building that was built in 1956. The redevelopment plan recommends keeping the building and business. There is a new structure identified on the plan facing SE Kindred Street that is intended to replace the existing non-descript building there. If the uses were to transition over time the buildings might create an interesting indoor/outdoor cafe and/or restaurant.

H. SEACOAST BANKING CENTRE II

The existing Seacoast Banking Centre II is retained in its current configuration in the redevelopment plan. The 27,529 s.f. building contains one, two, and three-story elements and has a large surface parking area to the west that is illustrated as the new "E" Courtyard Apartment building. If re-purposed over time, perhaps as incubator office or flex space, the parking demand might be reduced, and some parking could be converted to usable outdoor spaces. The city should consider all of the available parking within the redevelopment plan as a district-wide supply and factor a much greater rate of internal trip capture by providing a balance of uses especially residential.

Figure 44 Artist rendering of Seacoast Plaza with cafe and public outdoor space created by surrounding flexible use buildings.

Draft 05-04-2021

REDEVELOPMENT OPPORTUNITIES

MAYFAIR PLAZA

The Mayfair Plaza proposal is less surgical than the Seacoast proposal and the recommendation is to remove the existing 46,686 s.f. strip center and redevelop the 3.14 acre parcel with residential and a limited amount of Federal Highway fronting commercial. According to the Martin County Property Appraiser's office, the existing plaza is actually comprised of seven individual buildings built between 1962 and 1969. Any of the original architectural character from the 1960s is unrecognizable due to many renovations over time. Despite being a series of contiguous, individual buildings built over time, the site design of the plaza is dominated with surface parking and is not conducive to pedestrian or non-motorized access.

The rendered conceptual plan illustrates new residential construction with pitched red roofs, existing buildings to remain shown as gray building footprints, and new commercial structures with flat roofs rendered in lavender. The plan contains a legend that identifies key elements.

I. NEW COMMERCIAL

The redevelopment plan illustrates two new commercial buildings facing Federal Highway. The buildings are intended to front US-1 with approximately 20' wide sidewalk/ plaza spaces along the corridor. These two one-story buildings contain a combined 10,500 s.f. of leaseable space and parking is to the rear.

J. TRUSTCO BANK

The existing TRUSTCO Bank is at the corner of SE Hudson Court and Federal Highway. The building was recently renovated and is illustrated as remaining as is in the redevelopment plan.

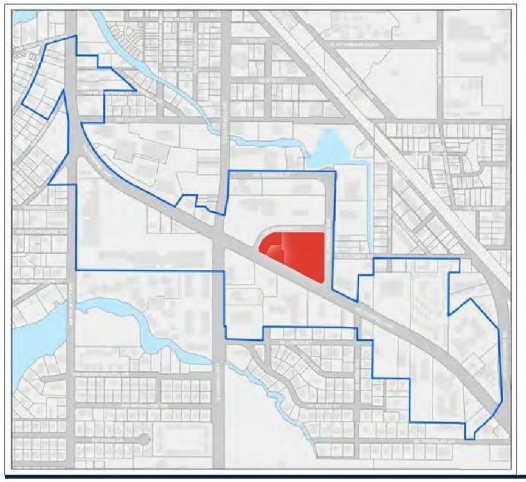
K. NEW OFFICE OR RESIDENTIAL

New residential or office are arranged around internal streets with building fronts facing building fronts.

REDEVELOPED

LEGEND

I New Commercial
J Existing TrustCo Bank
K New Office or Residential



REDEVELOPMENT ILLUSTRATED DATA

Townhouses	55 d/u
Multi-family	77 d/u
Total residential:	132 d/u
Commercial:	10,500 s.f.
Total development area	11.25 acres

Figure 45 The image above right highlights the conceptual plan for the Mayfair Shopping Plaza.

Figure 46 The artists rendering below right illustrates new residential or office use spaces along internal streets, as called out "K" in the conceptual plan.

Draft 05-04-2021

REDEVELOPMENT OPPORTUNITIES

PUBLIX PLAZA

This redevelopment plan illustrates concepts for the Publix shopping center at the SW corner of US-1 and Kanner Highway. This 15.84 acre site is made up of 4 parcels (all under the same ownership) and does not include the northern-most parcel which was a Wendy's restaurant until it was recently vacated. The center has a total of 152,826 s.f. of leaseable space and is comprised of seven buildings built between 1959 and 2001. The center is a conventional, one-story suburban model with expansive surface parking lots which make access by foot or bicycle undesirable. Despite these difficult conditions many shoppers do arrive by foot, bicycle, or more recently golf carts.

The center has experienced vacancies during the Pandemic and considering its proximity to downtown Stuart, in addition to its dated suburban format, this site seemed an obvious candidate for exploring redevelopment concepts. While no market study has been conducted during this process, there is the prevailing fact that most areas in Florida have an overabundance of retail space and, especially in an urban context, a balance of those uses with residential is appropriate. This is evidenced in recent reports of strong market support for residential development within the Stuart study area.

In addition to a shift in land uses favoring in-town residential, this plan recommends rebuilding Publix in an urban format. Publix has expanded their building typologies to include multi-story stores with structured parking. This has enabled Publix to expand into tighter urban districts where residential growth can support a grocery store. These urban store types can be found in Miami Beach, Fort Lauderdale, Coral Gables, Orlando, and other locations throughout the state. An obvious benefit to the multi-story store and structured parking is that far less land is consumed with asphalt. This creates other redevelopment opportunities and can make bicycle and pedestrian access safer and more inviting which is essential for those who might be transit dependent. In addition, the removal of surface parking greatly reduces heat gain and can enable more robust landscaping.

REDEVELOPMENT ILLUSTRATED BY DATA

Illustrated Commercial footprint:	95,500-sf
Illustrated Comm. Parking spaces:	±360
Illustrated Residential footprint:	97,500-sf
62 TH Units all with garages to park 2 spaces	
Park or bioswale space:	24,000-sf

LEGEND

- L Publix
- M New Commercial
- N New green
- O Townhouses
- P Townhouses

EXISTING BY DATA

Existing Commercial footprint:	131,252-sf
Existing Comm. Parking spaces:	±680
Park or bioswale space:	0-sf

REDEVELOPED

Figure 47 The image above right highlights the conceptual plan for the Mayfair Shopping Plaza.

REDEVELOPMENT OPPORTUNITIES

L. PUBIX

The illustrated redevelopment concept assumes the complete removal and redevelopment of all buildings on the site. The first phase would include the construction of a new Publix "L" developed in the multi-story urban format. This construction could be sequenced such that the existing Publix could remain in operation during the bulk of the construction of the new Publix. Unique opportunities are afforded with this redevelopment including the creation of a new park and outdoor seating area facing Federal Highway. If properly detailed and shaded this space would be perfect for lunchtime dining. While there will be some challenges to access and parking to the existing Publix during construction, these concepts should be explored.

M. NEW COMMERCIAL

Either simultaneously or in a following phase the strip of shops along the southern property boundary and the out-parcels facing Federal Highway should be removed. A smaller row of new shops "M" are illustrated directly fronting Federal Highway with a parallel driveway and on-street parking. This driveway and shopfront sidewalks should be detailed so that sufficient space and shade are provided for outdoor seating. The COVID-19 Pandemic has necessitated a vast increase in outdoor dining to accommodate social distancing. This trend needs to be continued in new construction to accommodate any future conditions and new consumer desires. The bulk of the parking for these new shops occur behind the buildings in a reconfigured parking lot that includes intermittent shaded green spaces.

O & P. TOWNHOUSES

The rendered-roof buildings illustrated in the redevelopment plan that lie just south and to the west of Publix are new townhouses. The units labeled "O" are designed with rear courtyards and garages while other more affordable units which are labeled "P" do not have rear yards and parking occurs in garages located within the ground floor of the unit.

The design concepts here are intended to provide a mix of housing and a new Publix on an old strip center in a manner that creates a desirable residential and business environment. There is creation of a shaded street network that encourages walking and biking. In addition, residential is now proposed to face SW Palm City Road. This would repair the current condition of the existing center backing up to SW Palm City Rd and exposing storage, deliveries, and trash pick up to the residents across the street.

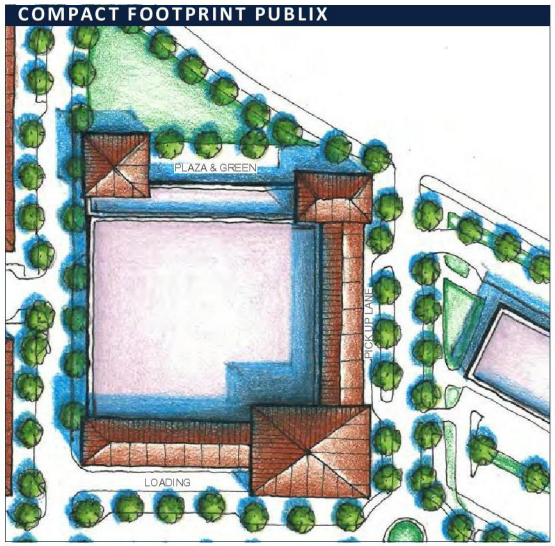


Figure 48 Concept plan for a new Publix fronting the street and providing public outdoor space and a new park.

Figure 49 Image of a Publix located in Fort Lauderdale along Andrews Avenue.

Figure 50 Illustration of the proposed townhouses which are labeled "O" and "P" in the plan.

MOBILITY & CONNECTIVITY

MANAGING TRAFFIC VOLUME

The public input resoundingly expressed the importance of managing traffic along the Federal Highway corridor. Managing the volume of traffic is best addressed through traffic evaporation as described in Figure 37 below. History has shown that adding lanes leads to a phenomenon called induced traffic where more capacity leads to more vehicles. On Federal Highway, within the study area, the 100' right-of-way is already built out to the maximum with six travel lanes. In contrast, traffic evaporation is achieved by diverting vehicle trips to another route where possible, public transportation such as Marty or ride-shares, and other modes of transportation like cycling and walking.

An example of a private trip not taken would be the employee that works from home occasionally or an entirely remote worker. A silver lining to the COVID-19 pandemic may be accelerating the trend towards utilizing technology and flexible work environments. Many people will, and have already, returned to the office, but there still may be lasting effects that are yet to be determined both locally and nationally.

The City can facilitate the use of public transit, cycling, and walking as means of transportation which can take some of the load of existing and future trip demands. This is where the relationship between land use and roadways design are linked. A mix of residential and commercial in a compact neighborhood can work together to reduce vehicle trips where people live close to where they work, go to school, and socialize. Before the proliferation of vehicles in American life, this was the basis of traditional neighborhoods. The traditional neighborhood of this type also depends on a variety of housing types and not a monolith of any one housing type. A diversity of housing types better meets the needs of an entire community and provides the housing that the workforce requires. Where housing and workforce align commuting distances are reduced and public transit, micro-transit, cycling, and walking become viable options.

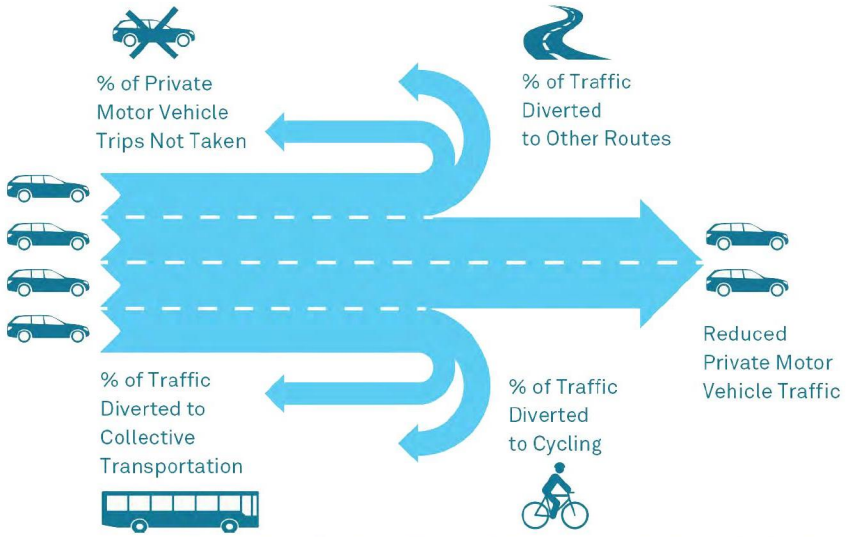


Figure 51 Graphic describing traffic evaporation. Research shows that when road capacity is shifted to other modes, some peak period traffic disappears from the network. Drivers shift to other modes, make trip at other times or shift destinations.

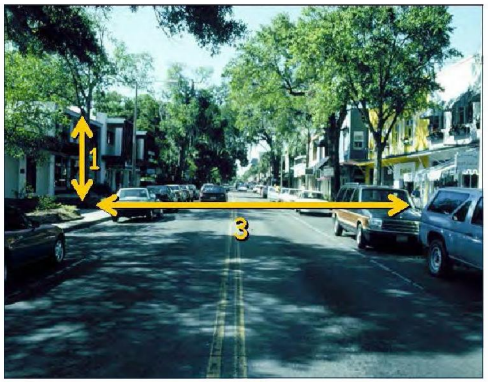


Figure 52 Neighborhood street with two lanes of travel, on-street parking and two story buildings close to the sidewalk. The public realm has a 1 to 3 ratio.

Figure 53 Arterial road with one story buildings set back from the street and parking lots in the front. The public realm has a 1 to 20 ratio.

MANAGING TRAFFIC APPEARANCE

The community survey responses overwhelmingly communicated the importance of the appearance of Federal Highway to businesses and the vision of Stuart as a unique small town. In conflict with that vision is so much space dedicated to asphalt on the Federal Highway corridor. Travel lanes are typically flanked with surface lots and buildings set back from the road. Not only does this create an inhospitable pedestrian experience, but it also creates a visually bleak landscape of asphalt for all users. Illustrated in Figure 40 are principles for attractive street design. Ideal height to width ratio is typically close to a 1:3 ratio with the width being three times the height. On Federal Highway today the typical ratio is between 1:10 and 1:20. Bringing buildings closer to the street and parking to the rear or side, and adding shade trees can reset the ratio by framing the street and diminishing the appearance of space dedicated to vehicles.

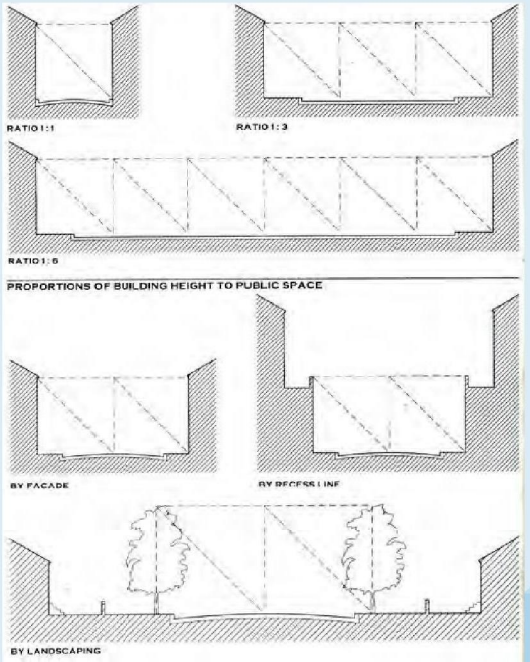


Figure 54 Public realm ratios illustrated from Architectural Graphic Standards.

MOBILITY & CONNECTIVITY

COMPLETE STREETS

To contribute to traffic evaporation, it is necessary to make significant improvements on Federal Highway to create a "Complete Street" that is a safe, comfortable, and inviting. The City has made significant improvements to S Colorado Avenue, SE Kindred Street and SE Johnson Street. That same focus on providing a complete street should continue to Federal Highway through the study area. Public investment in Federal Highway can generate renewed energy and redevelopment. Recent complete street efforts on Tequesta's Federal Highway frontage have been a catalyst for infill redevelopment where vacant car lots are slated to be redeveloped as townhomes.

[1]www.palmbeachpost.com/news/20191011/with-3-real-estate-projects-us-1-corridor-in-tequesta-will-have-new-look

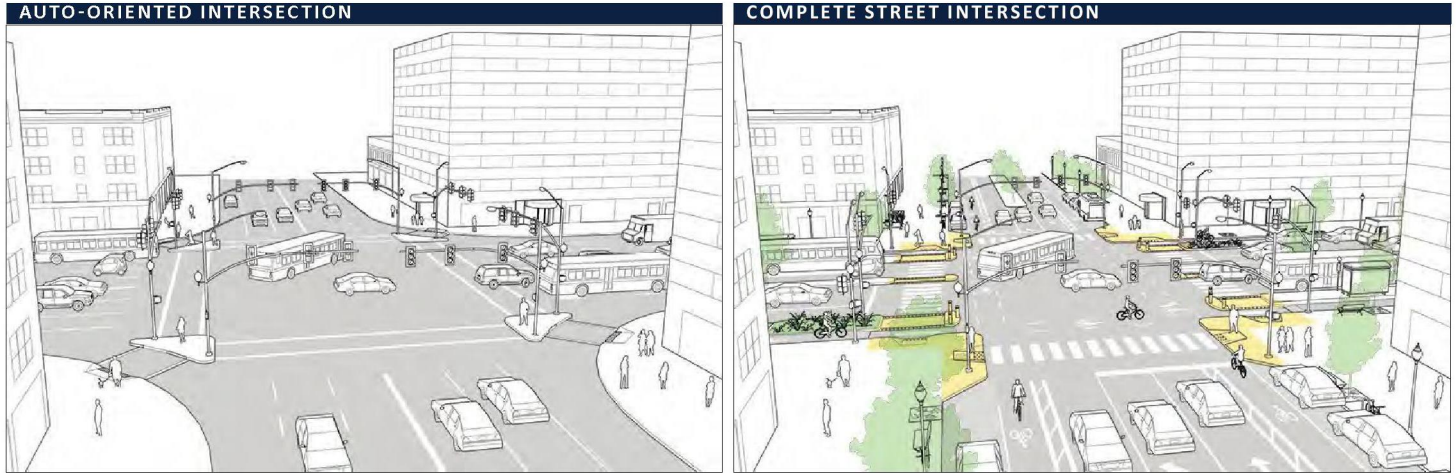
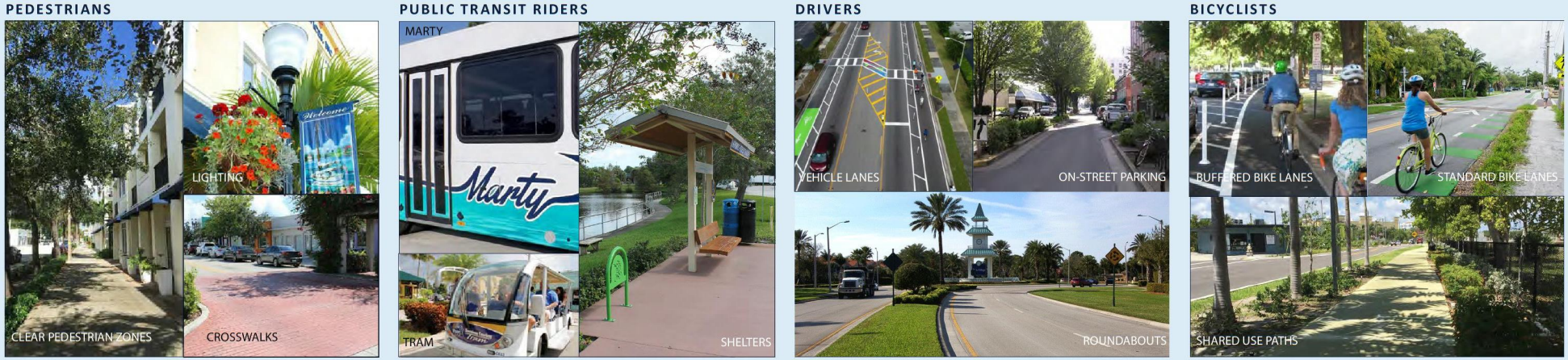


Figure 55 Intersections should be intuitive and provide adequate space for all users to safely cross the intersection. Source: NACTO Urban Street Design Guide

MAKING A PLACE FOR...



"Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient." - *www.transportation.gov/mission/health/complete-streets*

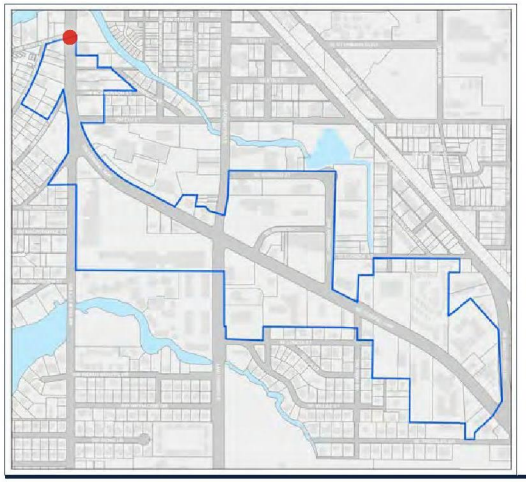
MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

From Kanner Highway north to the base of the Roosevelt bridge, Federal Highway has a 100' wide right-of-way with six travel lanes. It is the most urban section of Federal Highway in the study area, where buildings come close to the road and improve the building height to street width ratio.

The posted speed is 35-mph, but does not differ in design from the areas to the south which have a posted design speed of 40-mph. Vehicles are often moving much faster. At the same time, this area is where the most queuing is observed. Navigating in and out of individual properties is challenging due to the speed, size and number of midday vehicles on the roadway.

Despite the traffic, it is a place on Federal Highway where active business like restaurants are located and have relocated to from other less active parts of Federal Highway.



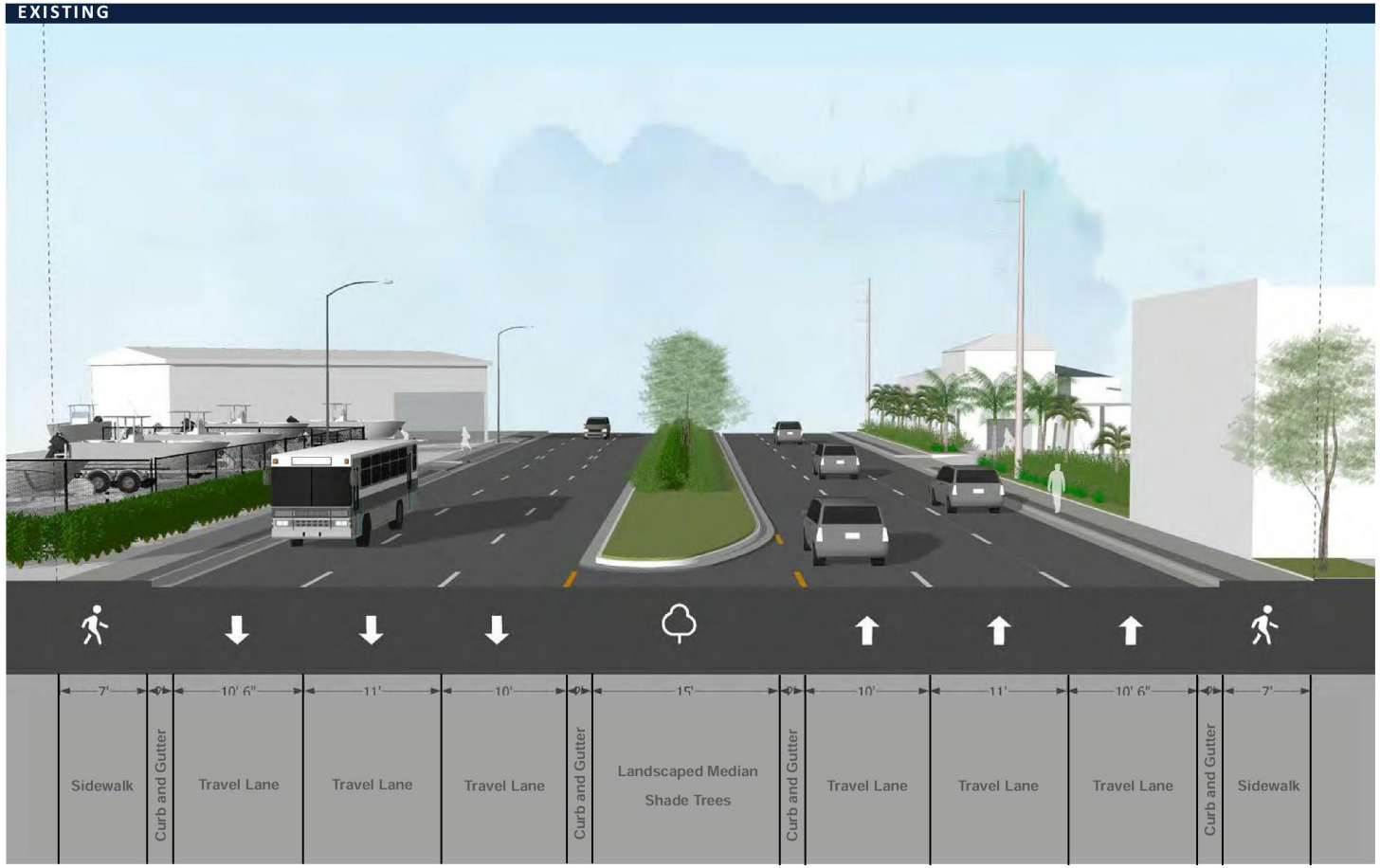


Figure 56 Existing conditions along Federal Highway just south of Frazier Creek.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

This example is taken just north of St. Lucie Crescent between Straticon offices and Ocean Blue Yacht Sales. In these cases, the illustrated improvements to the right are recommended. For people who are just passing through Stuart, this portion of Federal Highway is their main impression of the City. Existing travel lanes remain and are already the recommended minimum widths between 11′ and 10′. Existing medians, stormwater infrastructure, curb, and gutter also remain.

The existing light poles are often located four feet from the curb and obstruct a clear pedestrian path. Vertical obstructions must be placed a minimum of 4′ from the face of the curb per FDOT standards, therefore lights cannot be relocated closer to the existing curb. Relocating light poles to the outside edge of the sidewalk or just to the outside of the existing sidewalk within an easement on private property will make a tremendous improvement toward ADA-compliant conditions and a clear and safe pedestrian zone. The current inadequate lighting should be enhanced with pedestrian-scale lighting. Pedestrian lighting poles are illustrated with banners to communicate the arrival to downtown and where active uses are located. Efforts should be made to place all obstructions outside the 7′ sidewalk in partnership with adjacent properties.

As part of the sidewalk today, a textured stamped concrete strip runs the length of the sidewalk along the curb. Although the intention for this pattern may have been to give a tactile warning of the edge of the curb for users of the sidewalk or enhance aesthetics, the effect as heard from public input is the uneven texture negatively affects the navigability of cyclists and wheelchairs. In the illustration, we show the texture replaced with a smooth broom finish similar to the rest of the typical concrete sidewalk.

Businesses like the restaurant Dune Dog Cafe and Straticon construction have shown the great impact that landscaping can have to mitigate the sound and feel of Federal Highway for both the patron and the sidewalk user. The CRA should promote the planting of shade trees with a CRA incentive program targeting properties with Federal Highway frontage.

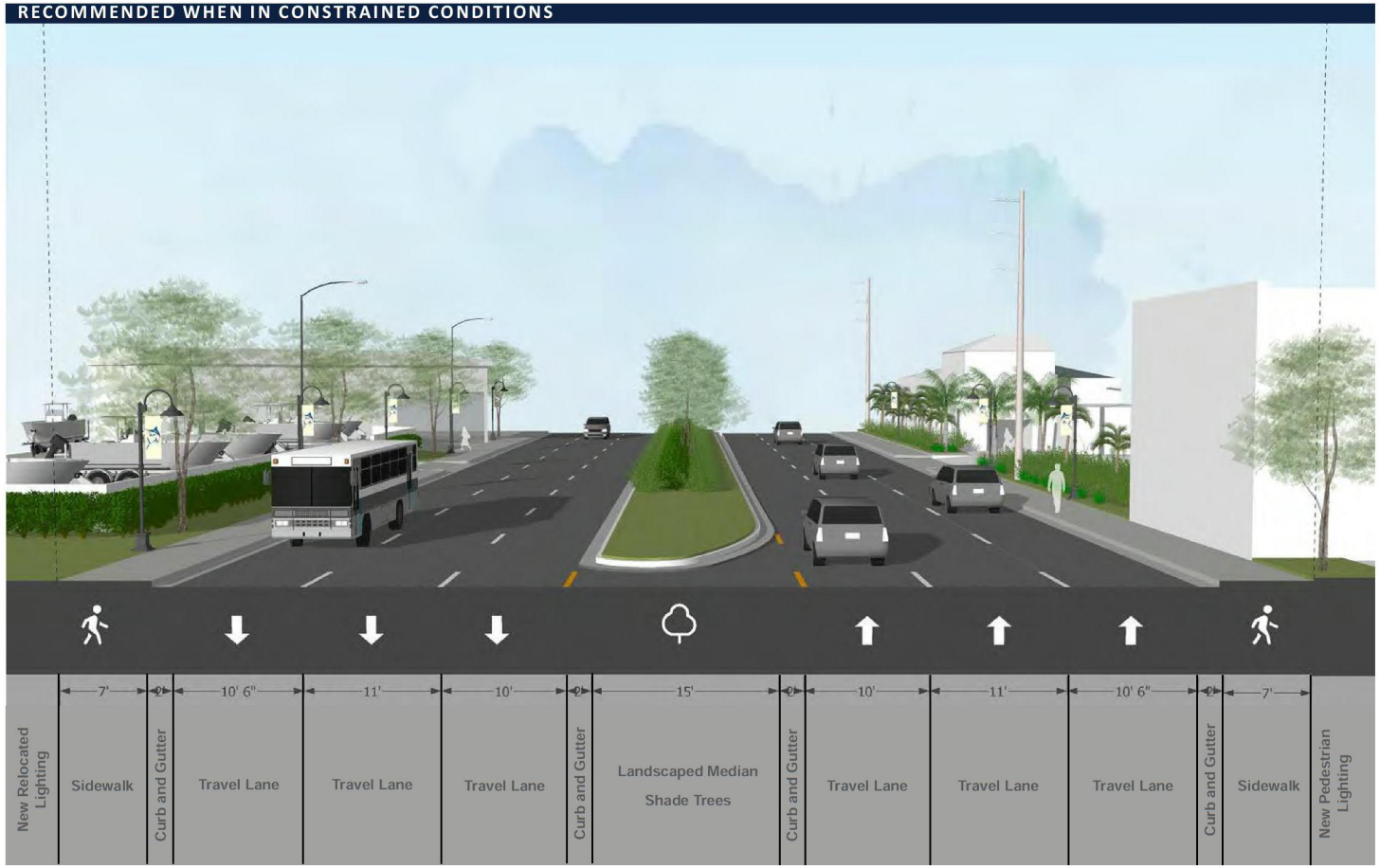


Figure 57 Recommended improvements for Federal Highway just south of Frazier Creek.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

There are many automobile and marine-focused businesses along Federal Highway, and these uses provide jobs and services to the community. Interventions could be made so they are a more attractive front door to the City. In the images on this page there is a rendering of improved conditions at a example vehicle service center. The improved conditions include a low garden wall that delineates the sidewalk from the business. The low wall shields views of vehicles while keeping the existing use. A similar treatment is illustrated from the study area, in the street view in front of Ocean Blue Yacht Sales. The chain-link fence is removed and replaced with a low masonry wall and relocated back far enough to allow for the planting of shade trees. The trees provide needed shade for the sidewalk and the landscaping and wall add to the attractiveness of the business.

Numerous driveways and curb cuts along the corridor create conflict points between sidewalk users and drivers. In addition, the sloping driveway connections causes cyclist, pedestrians and wheelchairs to pitch towards the roadway. Redevelopment plans, CRA programs and road construction work should target consolidation of driveways and removal of unused curb cuts.

At Ocean Blue Yacht Sales, for example, there may be an opportunity to remove the unused driveway and replace it with an expanded sidewalk; inviting the sidewalk users closer to the business storefront and street entrance.

EXISTING

Figure 58 Image of a Firestone Auto Care Shop located along N. Dixie Highway and Hollywood Blvd. in Hollywood Florida

IMPROVED

Figure 59 Artist rendering of proposed improvements for the Firestone Auto Care Shop .

EXISTING

IMPROVED

PEDESTRIAN SCALE LIGHTING

Height. Standard poles for sidewalks and bike facilities are 15-feet tall. Light poles for roadbeds vary according to the street typology and land use. In most contexts, standard heights for narrow streets in residential, commercial, and historical contexts are should be no more than 25-feet tall. Taller poles between 25 to 30-feet-tall are appropriate for wider streets in commercial or industrial areas.
The image to the right is taken from the City's existing Land Development Regulations and holds true.

Spacing. The spacing between two light poles should be roughly 2.5–3 times the height of the pole. Shorter light poles should be installed at closer intervals. The density, speed of travel, and the type of light source along a corridor will also determine the ideal height and spacing.*- nacto.org*

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

The illustration to the right depicts a section of Federal Highway south of Casa Avenue between The Towers office building and vacant property. The property used to be the site of a car dealership and before that an aquaculture site. There is a single-family home located on the lot which is accessed from SE Lonita street, but the Federal Highway frontage is vacant. This section of Federal Highway is characterized by its very flat width to height ratio. The buildings are very far back from the street. Parking is often located in front and there is more vacant land than is seen closer to the Roosevelt Bridge. There are fewer trees along the right-of-way or in the medians.

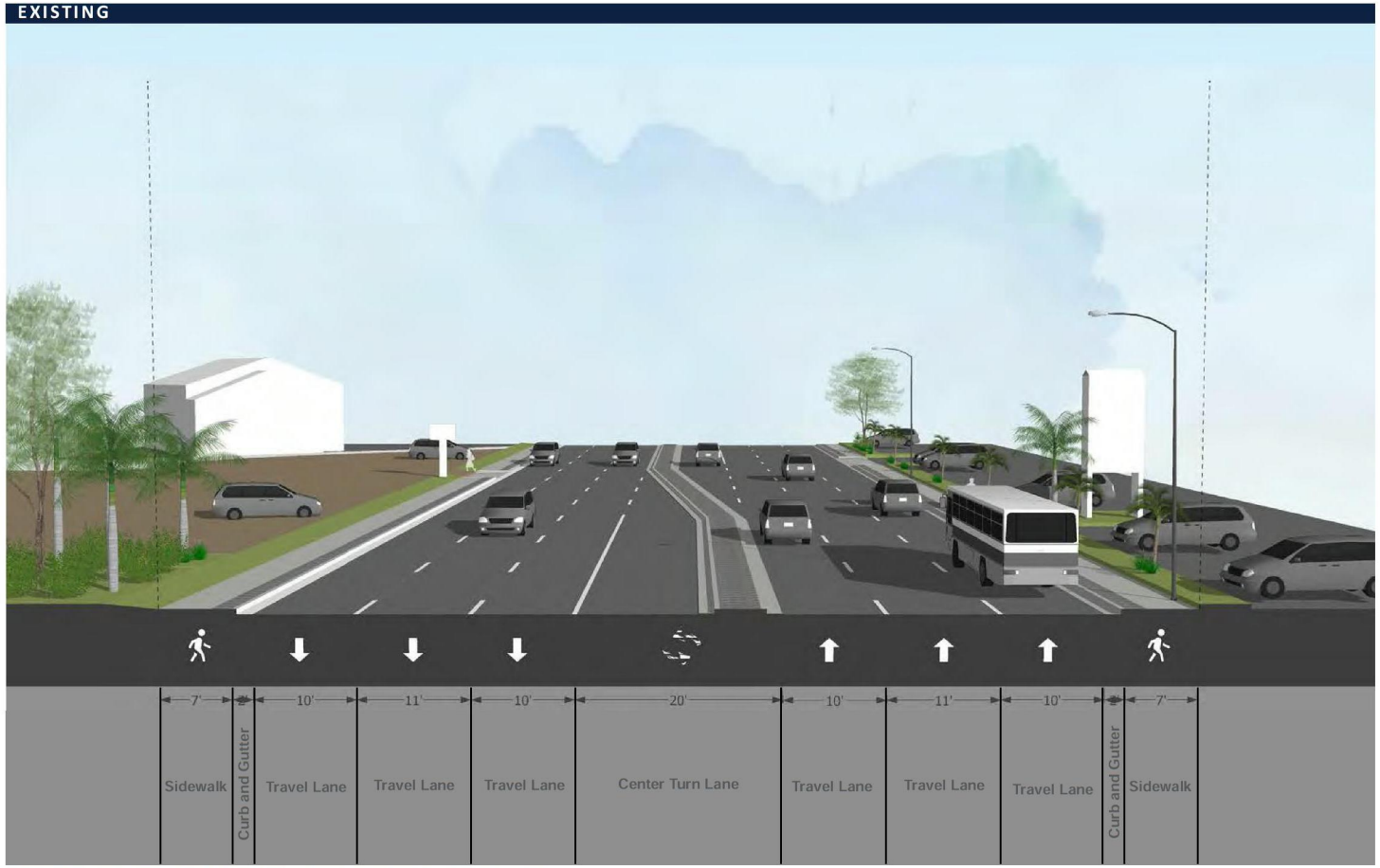
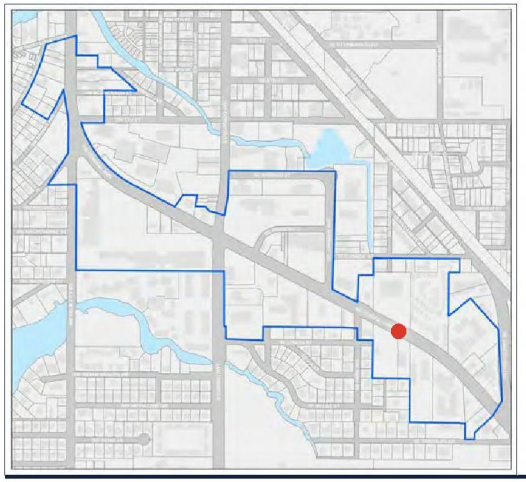


Figure 60 Existing conditions along Federal Highway just south of SE Casa Avenue.



MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY SOUTH OF KANNER HIGHWAY

The recommended improvements in the drawing to the right are based on conditions where redevelopment is likely to occur or where the existing conditions are not constrained by buildings. These conditions are more typical further south on Federal Highway in the study area. The recommendations require coordination with private properties to create a sidewalk easement outside the right-of-way. The addition of thirteen feet allows for a minimum 10′ shared use path and a 10′ planting strip. A shared-use path can accommodate both pedestrians and cyclists. A shared-use path is recommended over other bicycle facilities because it is where most users feel comfortable and safe. Community survey participants stressed the importance of Stuart as a family-oriented community and the bike facilities should reflect those users. The planting strip of 8′-10′ feet is ideal for growth and maintenance of mature shade trees. The shade trees improve the appearance of Federal Highway.

Like in the previous example, existing lighting is inadequate today and should be improved. This was commented on in each public outreach effort. The recommendation includes adding cobra heads to both sides of the roadway and adding pedestrian scale lighting intended to serve the pedestrian and cyclist.

The southbound side of the street shows a conceptual redevelopment where buildings are brought closer to the sidewalk. On the northbound side, the existing parking lot is shown modified to accommodate the wider sidewalk and planting strips with minimal impact to existing conditions.

An alternative consideration would be the investigation of a road diet or lane repurposing for the portion of Federal Highway where vehicle trip counts are lower. A road diet or lane repurposing is where an existing vehicle lane is redesigned for another user. A traffic study and community support would be needed to pursue this design alternative and should be considered with recently approved projects and the planned Willoughby Extension to Federal Highway south of the study area.

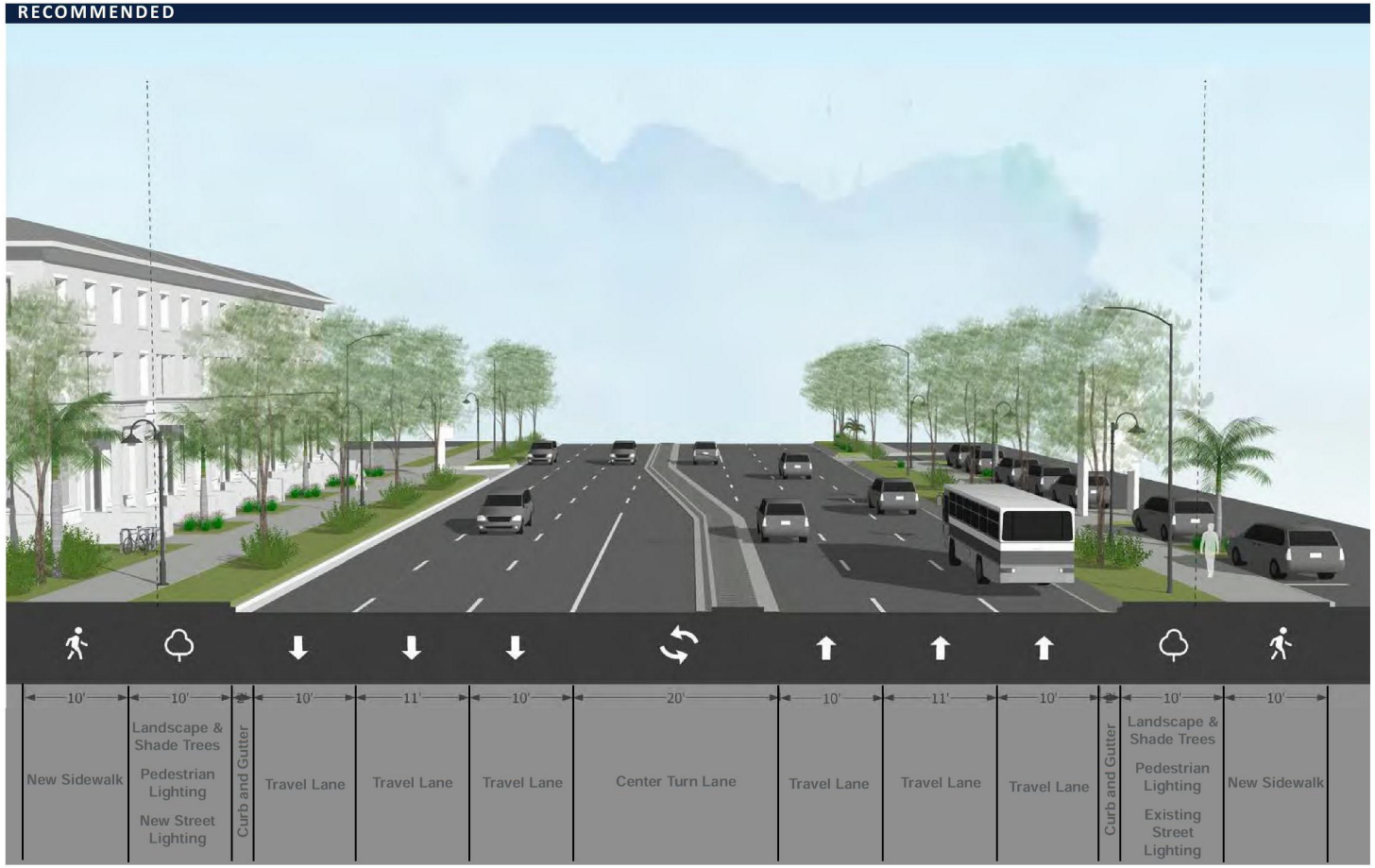


Figure 61 Recommended improvements for Federal Highway just south of SE Casa Avenue.

MOBILITY & CONNECTIVITY

The illustrations to the right are views from the sidewalk along the west side of Federal Highway and support the redevelopment scenario of the previous page. Redeveloping with adequate sidewalks and sidewalk barriers makes a tremendous impact both visually and to the safety of the corridor to all users. Sidewalks and planting areas should be designed to allow for the natural percolation of water whenever feasible with pervious materials and rain gardens to compliment stormwater management systems and provide benefit for the nearby Poppleton and Frazier Creeks.

Below is an example of a Infill Tree Planting Program for Broward Boulevard. A similar program is recommended for Federal Highway in Stuart.

EXISTING

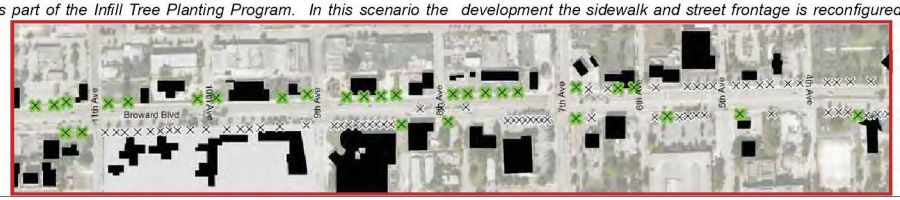
Photograph taken from the north side of Broward Boulevard at NW 10th Avenue, in front of the Laundromax dry cleaners, looking west. This image illustrates a typical condition along the corridor, where the eight-foot sidewalk is completely devoid of any shade.

This single tree at the Jack and Jill Daycare creates a rare respit of shade on Broward Boulevard.

IMPROVED

This image shows the provision of shade trees on private property as part of the Infill Tree Planting Program. In this scenario the

This is the longer-term redevelopment scenario where through redevelopment the sidewalk and street frontage is reconfigured to



Locations for planting shade trees were identified for the Corridor. The map above shows the locations identified in the Broward Boulevard Core District. The potential candidate sites for the Program are designated with a green "x". This strategy, applied throughout the boulevard, could result in approximately 56 new shade trees.

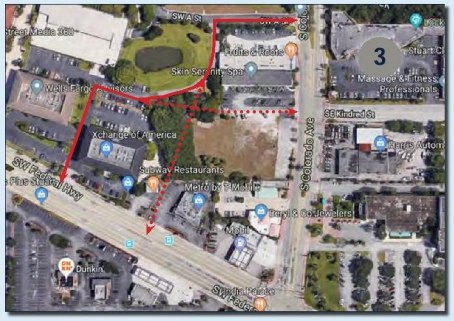
EXISTING

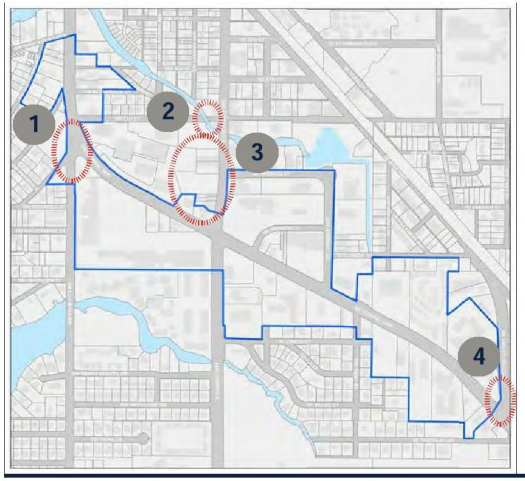
RECOMMENDED

Draft 05-04-2021

MOBILITY & CONNECTIVITY

The center of Stuart is located on a small peninsula that protrudes into the St Lucie River. Water is an ever-present feature along with ocean breezes, beautiful views, and bridges. It also lends itself to the funneling of trips along Federal Highway leading to the Roosevelt Bridge. There are few opportunities for diverted routes away from the Roosevelt Bridge since alternative routes are further west in Palm City. But as vehicles travel away from the Roosevelt Bridge, there are some means for other streets to capture some of the vehicle load that is so heavily concentrated on Kanner Highway.





1 - SW PALM CITY ROAD

An existing connection is Palm City Road. This is an important connection that should not be severed, although the safety and speed at which it is used should be addressed through design measures. The Martin MPO has already identified this road as a priority road in the *Access to Transit Complete Street Study* completed in 2020. That study focused on recommendations for the length of the street, but just as important and possibly more, is the way vehicles are entering the street through a slip lane both southbound onto Palm City Road and northbound onto southbound Federal Highway. These hot rights, or slip lanes, are a vehicle movement that prioritizes vehicle speed and increases the distance pedestrians and cyclists spend crossing travel lanes, therefore, increasing conflicts between pedestrians and vehicles. The southbound hot right turn is inconsistent with the slower speed and residential character of SW Palm City Road. The intersection merits the careful study of its design while maintaining each turning maneuver.

2 - SE MLK JR BOULEVARD & SW 7TH STREET

The City has included connecting 7th street with Marin Luther King Jr Blvd in previous vision plans and it merits a continued conversation within the City. There is a single-family neighborhood that would be impacted by any future connection. The neighborhood should be involved in planning to provide mutual benefit to the neighborhood and larger community. A connection could be a bridge with a street, or as light as a golf cart or pedestrian bridge and could divert vehicles from the Kanner Highway and Federal Highway intersection by providing an alternate route for residents at SW Channel Ave and SW 7th Street that does not put them on Federal Highway or at the intersection of Kanner Highway.

3 - COMPLETING THE GRID AT COLORADO AVENUE

The *Bike Walk Colorado Avenue Program* completed in July 2019 introduces an idea for increased turning capacity and the expansion of the City grid between SE Colorado Avenue and Federal Highway as redevelopment occurs. A clip of that concept it included to the left.

4 - DIXIE CUTOFF & PLANNED WILLOUGHBY EXTENSION

At the south end of the Federal Highway study area, the planned Willoughby Extension has been included in the FDOT Draft Tentative Work Program for Fiscal Year 2022-2026. The planned extension is an opportunity to announce the arrival to the downtown district with beautiful landscaping, views of Poppleton Creek, and appropriate design measures to address speed and the context appropriate for a C4 classification roadway.

If completed, it is critical that the extension is designed to provide enhanced pedestrian safety. A crosswalk at the new intersection of Willoughby and Federal Highway would break up the 0.9-mile stretch of Federal Highway between SE Johnson Avenue and SE Central Parkway without any crosswalks. Current proposals include a two signals. One at Dixie Cutoff and the other at the extension of Willoughby at Federal Highway. Advancing the signal at Dixie Cuttoff before the completion of the extension would provide a much-needed crosswalk in the study area. In the image below center, the site survey documented a well-worn "goat path" through the median in that location. Dixie Cutoff, as its name applies, is less of an intersection, but instead, it is composed of two slip lanes or hot rights: one from Federal Highway onto Dixie Cutoff and another from Dixie Cutoff to Federal Highway. The same safety benefits described for Palm City Road would be achieved with the reconfiguration of Dixie Cutoff to a signalized intersection.

If the Willoughby Extension is intended to alleviate and divert vehicle traffic away from the Kanner Highway and Federal Highway intersection, it is important to improve and analyze the Dixie Cutoff at Dixie Highway intersection as a welcoming and clear entrance to downtown as well. Today Dixie Cutoff is a two-lane road with no sidewalks or bike lanes. It is difficult to comprehend that the street leads to Dixie Highway and neighborhoods within downtown if you are not familiar with the area.

MOBILITY & CONNECTIVITY

PEDESTRIAN CROSSINGS

Crash data, the site survey, and public input each highlighted the need for improved crosswalk conditions.

The Federal Highway study area is the site of a Resurfacing, Restoration and Rehibilitation project currently under design. Construction is anticipated to start summer 2023. This FDOT maintenance project is an excellent opportunity to achieve near term recommendations concurrent with FDOT work.

NEAR TERM RECOMMENDATIONS

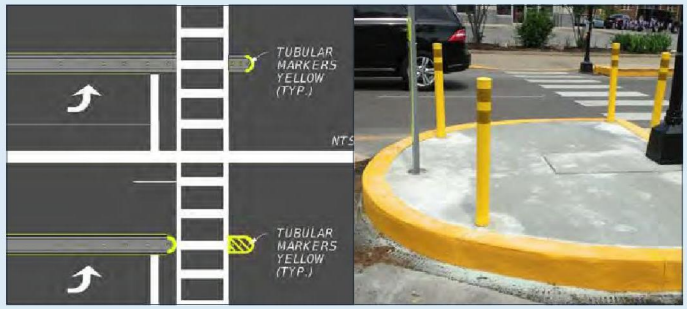


Figure 64 Install hardened Centerlines with Traffic Separators and Tubular Markers to improve crosswalks with minimal interventions.

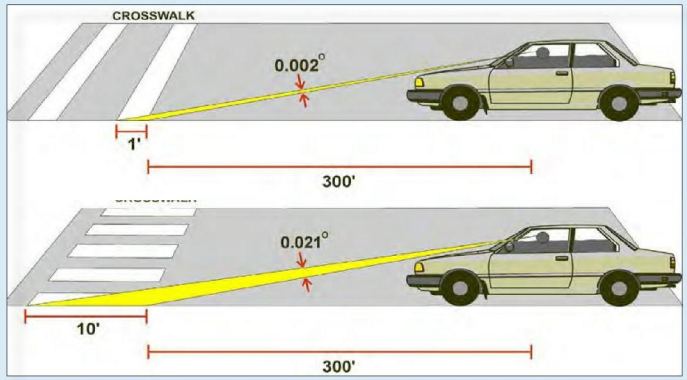


Figure 65 Ensure the most the most visible markings are used at crosswalks

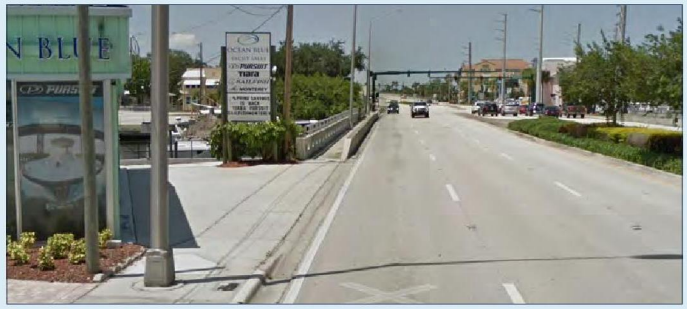


Figure 68 Relocate light poles & remove abandoned driveways.

LONG TERM RECOMMENDATIONS

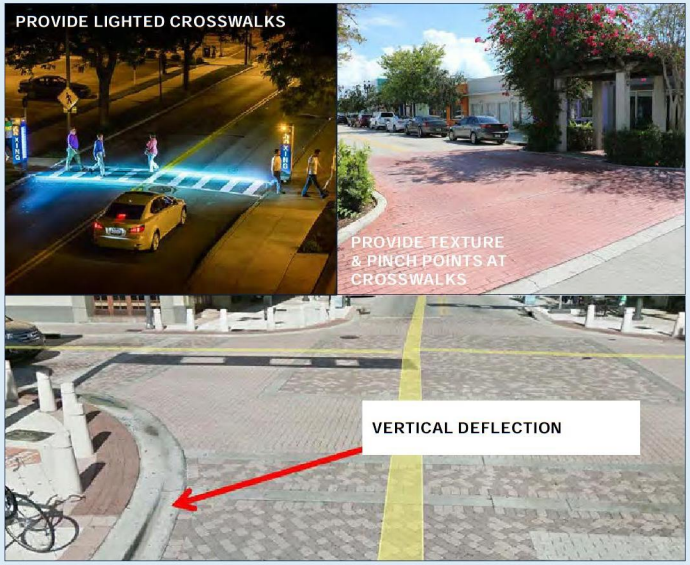


Figure 66 Provide Vertical Deflection by raising the cross walk to curb level. Use color and texture, and lighting to improve visibility.

Figure 67 Redesign slip lanes and hot rights on corridor. Example above is from Arlington, Virginia. - *https://www.arlnow.com/2011/08/05/morning-poll-the-countys-war-against-slip-lanes*

IMPLEMENTATION

SUMMARY OF FINDINGS

EXISTING CONSTRAINTS

Prior to the COVID-19 pandemic, there existed a trend away from brick and mortar retail stores, and Covid-19 has only accelerated these trends. The United States is understood to be significantly over-retailed. Analysis in 2019 of per capita leaseable shopping center space in countries around the world showed for places like France, Germany, the United Kingdom and Japan, average retail space was less than 5 square feet per person. In the United States, that number is more than 23 square feet per person.[3] It is essential that local governments consider the revision of their land uses and zoning decisions relative to market trends. The Federal Highway corridor in Stuart is at the precipice of transition, and to be sustainable going forward, a shift in development patterns is necessary. The visible commercial vacancies coupled with private market requests for land use changes is consistent with many areas within the Treasure Coast. The primary constraints are land ownership distribution and land development regulation restrictions. The COVID-19 pandemic has accelerated trends away from office and large footprint retailers. Significant redevelopment on large vacant and asphalt dominant properties create opportunities for more variety along the corridor which could include mixed-use projects, diverse housing options, and institutional uses which benefit from proximity to work and job centers.

COMMERCIAL NEEDS & PRIORITIES

Enhancing all modes of transportation and mixed-use will promote a more resilient context. Poor lighting, poor crosswalks, and access to transit limit mobility in the area and should be addressed. They are limiting factors in the mobility of people to access goods and services, the creation of a sense of place and access to the commercial uses.

USES APPROPRIATE FOR THE CORRIDOR

A Market Study was not conducted as part of this scope of services. However, there is evidence to suggest that in-town residential development is a desirable land use along the corridor. Proximity to downtown and all of the regional destinations alone, however, is not enough to ensure that residential development is compatible with, or contributive to, the Federal Highway corridor. Detailed evaluation of the design of each future project is essential to a successful delivery of future development. Developments need to be evaluated for:

- Convenient pedestrian access points for all buildings
- Shaded and protected pedestrian environment
- A connected grid of complete streets and alleys
- Appropriate scale, massing development patterns including principals such as like development facing like, i.e. residential facing residential and commercial facing commercial and where the fronts of buildings face the fronts of other buildings
- Variety in housing types and public open space
- A mix of uses that promotes the cycling and walking between destinations
- Contributions to a sustainability in building and water management

Vacancies in the study area indicate there has been an over-saturation of used-car sales and gas stations, although a few well-established automotive maintenance and service locations have remained active and should be considered part of the diversity of the area. The study area is in close proximity to downtown and much of it within one quarter-mile of historic downtown and The Creek Arts & Entertainment district which would compliment a greater diversity of uses than is present today. The City should leverage this benefit when looking at potential uses in the study area.

[3] https://www.fastcompany.com/90573407/many-u-s-stores-will-close-forever-thats-a-good-thing

KEY RECOMMENDATIONS

ACTION	DESCRIPTION
Investment in Existing Properties	**Create Infill Tree Planting Program.** Promote a more pleasant experience on Federal Highway by providing more shade trees. Conduct a survey of appropriate locations and approach those owners willing to participate in the program. The CRA would incur the cost of the tree and planting, and the owner would agree to water and maintain the tree.
	Leverage existing Business Improvement Grant to improve Federal Highway frontage. Approach businesses along corridor about improved frontage, signage and fencing.
Investment in safety & comfort at Federal Highway Corridor	**Coordinate with FDOT through Resurfacing, Restoration and Rehabilitation (RRR)** Address near term needs for corridor safety and ADA clear paths during design and construction of current RRR project. • Relocate streetlight poles to the back of sidewalk or out of sidewalk • Partner with FDOT on providing needed new lighting projects • Remove abandoned driveways and rebuild sidewalk • Remove stamped concrete and replace with smooth concrete sidewalk
	Provide transit shelters at all Marty Routes. Continue coordination with the MPO and Stuart Tram and seek funding to provide transit shelters throughout the network.
	Prioritize pedestrian safety and traffic calming at intersections. With coordination from Martin MPO, FDOT and County, conduct comprehensive study that evaluates design solutions to intersections at SW Palm City Road, SE Dixie Cutoff and S Kanner Highway where intersections are realigned, pedestrian safety is prioritized and traffic calming is achieved.
Regulatory Improvements for Future Development	**Establish a defined thoroughfare as part of Land Development Regulations.** Clearly communicate the desired street sections along the corridor to promote a continuous improved pedestrian zone over time. Maintain required 20' building setback at Federal Highway (Sec. 2.04.06), and add required development of sidewalks and landscaping: • Hardscaped front setback to create a minimum 10' shared use path • Shade trees in 10' planting strip adjacent curb
	Strengthen Urban Highway zoning district Revise the description of the Urban Highway to reflect the community vision and a more sustainable urban form. Revise code for Urban Highway with the following principles: • 20-30 ft. build-to zone to reflect desired street section noted above • Require a minimum facade transparency & pedestrian access from the sidewalk • Promote frontage types such as storefront, arcade, porch, or stoops • Require parking areas to be located to the side or rear of buildings
	Evaluate Future Land Use and Zoning Designations Study the reassignment of Commercial FLU for properties with particular attention to those facing or adjacent to Downtown FLU.

APPENDIX A
INVENTORY: PROPERTY CUT SHEETS

09-38-41-000-000-00102-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7789
Building Floorspace (sf)	2,184
Total Assessed Value	$564,310
Current Use	Service Station

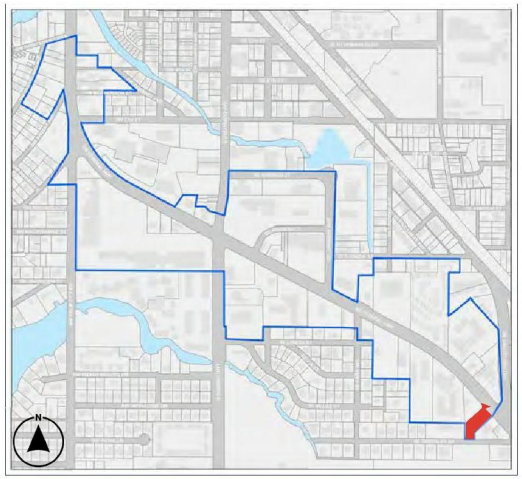


Figure 69 Site highlighted on location map in red.

Figure 70 Image of site from Southeast Federal Highway.

09-38-41-000-000-00101-3	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.6899
Building Floorspace (sf)	400
Total Assessed Value	$524,010
Current Use	Vacant

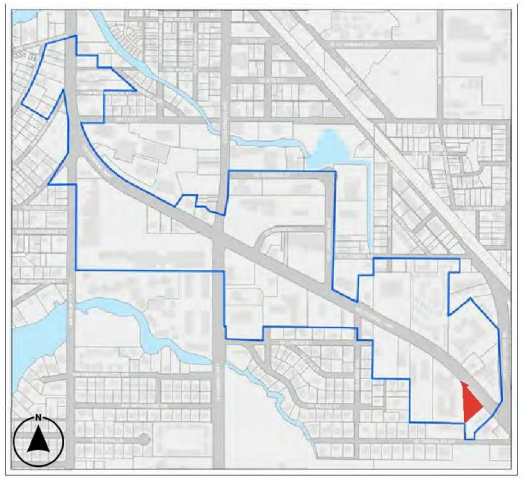


Figure 71 Site highlighted on location map in red.

Figure 72 Image of site from Southeast Federal Highway.

09-38-41-000-000-00101-3	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.9800
Building Floorspace (sf)	54,753 - (2) stories
Total Assessed Value	$3,500,000
Current Use	Hotel/Motel

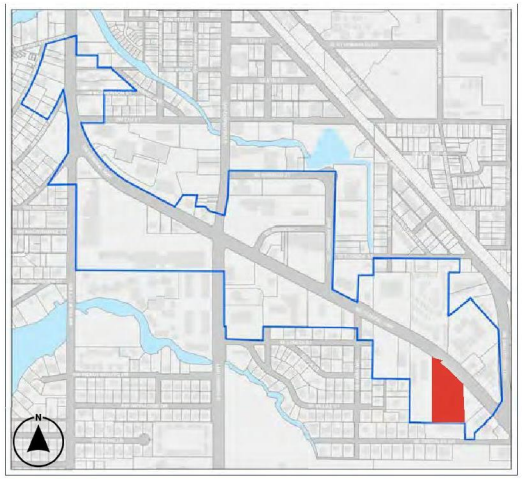


Figure 73 Site highlighted on location map in red.

Figure 74 Image of site from Southeast Federal Highway.

09-38-41-000-000-00140-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.9410
Building Floorspace (sf)	10,000
Total Assessed Value	$1,317,030
Current Use	Auto Sales/Repair

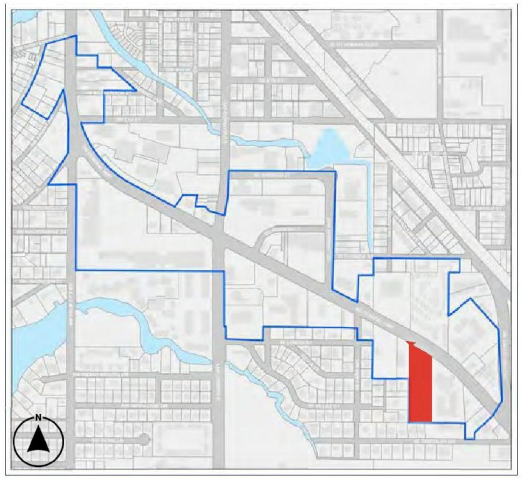


Figure 75 Site highlighted on location map in red.

Figure 76 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.8838
Building Floorspace (sf)	12,463 - (2) stories
Total Assessed Value	$1,116,120
Current Use	Office Building

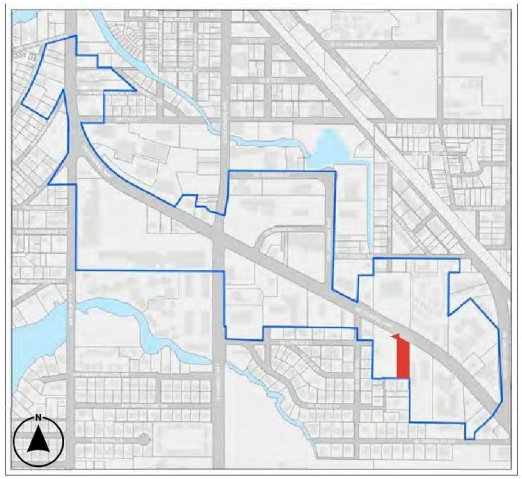


Figure 77 Site highlighted on location map in red.

1 OFFICE BUILDING

Figure 78 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.2
Building Floorspace (sf)	1,686
Total Assessed Value	$752,200
Current Use	Vacant

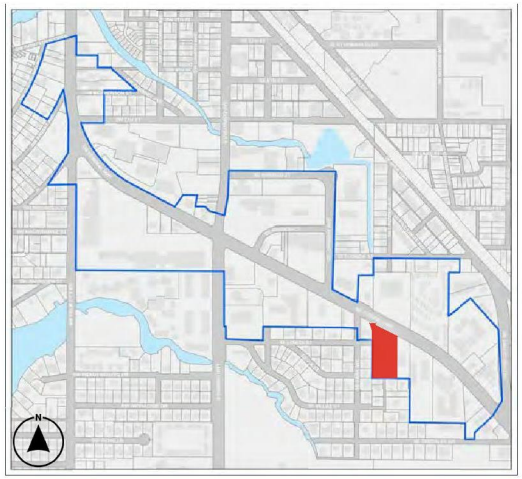


Figure 79 Site highlighted on location map in red.

Figure 80 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.4279
Building Floorspace (sf)	8,167 - (2) stories
Total Assessed Value	$708,930
Current Use	Office building

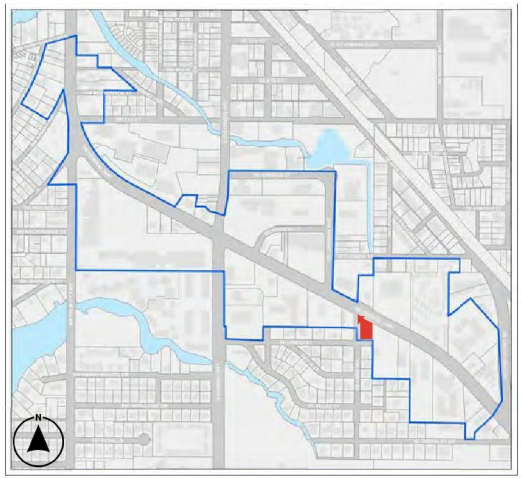


Figure 81 Site highlighted on location map in red.

Figure 82 Image of site from Southeast Federal Highway.

09-38-41-000-000-00112-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	1.5767
Building Floorspace (sf)	13,760
Total Assessed Value	$1,293,010
Current Use	Repair service shop

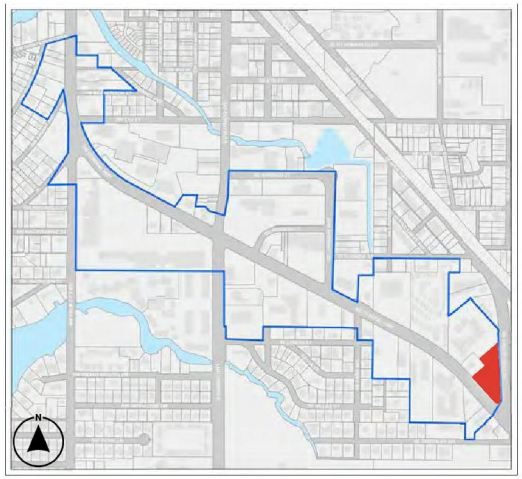


Figure 83 Site highlighted on location map in red.

Figure 84 Image of site from Southeast Federal Highway.

09-38-41-000-000-00113-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.5303
Building Floorspace (sf)	2,448
Total Assessed Value	$383,090
Current Use	Repair service shop

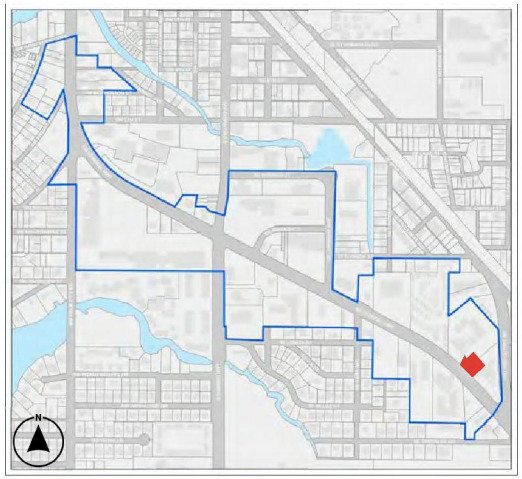


Figure 85 Site highlighted on location map in red.

Figure 86 Image of site from Southeast Federal Highway.

09-38-41-000-000-00110-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	3.9700
Building Floorspace (sf)	39,040
Total Assessed Value	$4,760,000
Current Use	Hotels/Motels

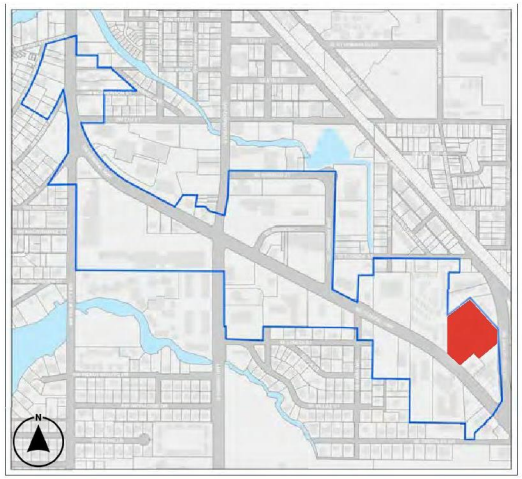


Figure 87 Site highlighted on location map in red.

Figure 88 Image of site from Southeast Federal Highway.

04-38-41-009-004-00060-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	5.3570
Building Floorspace (sf)	3,786
Total Assessed Value	$1,261,830
Current Use	Mobile Home Park

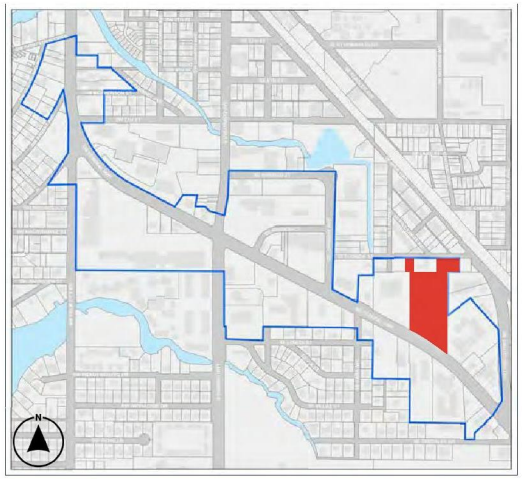


Figure 89 Site highlighted on location map in red.

Figure 90 Image of site from Southeast Federal Highway.

04-38-41-009-004-00090-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.551
Building Floorspace (sf)	5,915
Total Assessed Value	$739,380
Current Use	Daycare

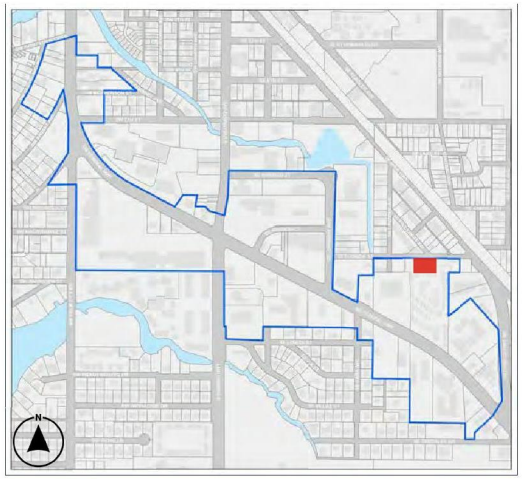


Figure 91 Site highlighted on location map in red.

Figure 92 Image of site from East Florida Street.

04-38-41-009-004-00010-7	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.344
Building Floorspace (sf)	None applicable
Total Assessed Value	$157,860
Current Use	Parking lot

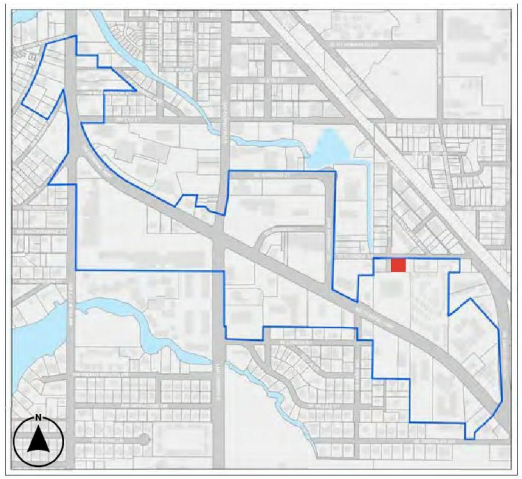


Figure 93 Site highlighted on location map in red.

Figure 94 Image of site from East Florida Street.

04-38-41-009-001-00380-5	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.31
Building Floorspace (sf)	3,520
Total Assessed Value	$510,400
Current Use	Office building

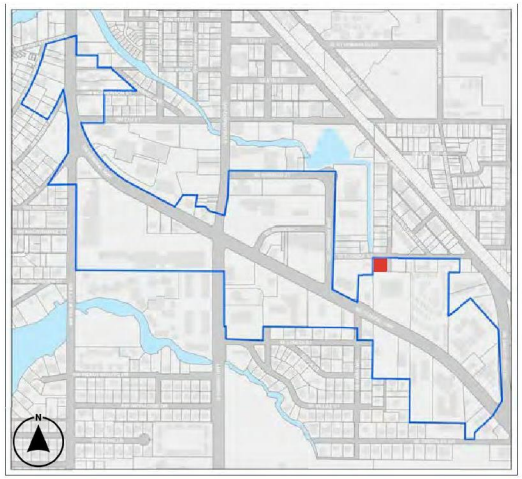


Figure 95 Site highlighted on location map in red.

OFFICE BUILDING

Figure 96 Image of site from East Florida Street.

09-38-41-000-000-00080-8	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	3.1655
Building Floorspace (sf)	65,624 - (3) stories
Total Assessed Value	$4,883,680
Current Use	Office building

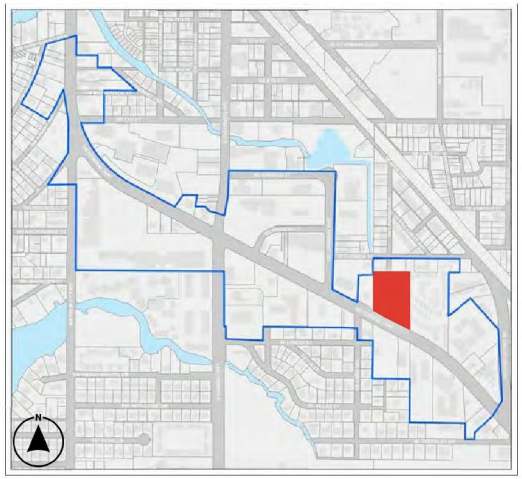


Figure 97 Site highlighted on location map in red.

Figure 98 Image of site from Southeast Federal Highway.

09-38-41-007-000-00020-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.79
Building Floorspace (sf)	2,610
Total Assessed Value	$887,400
Current Use	Financial institution

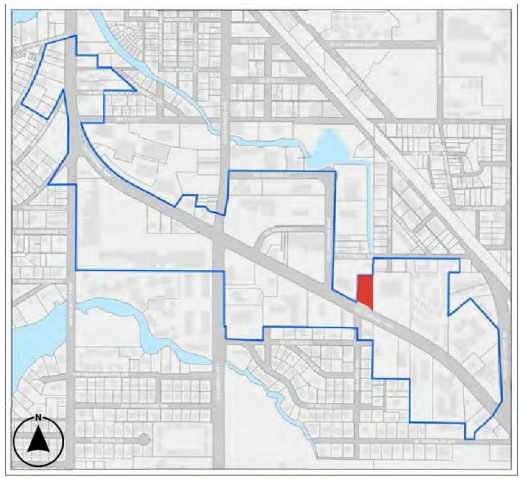


Figure 99 Site highlighted on location map in red.

Figure 100 Image of site from Southeast Federal Highway.

09-38-41-000-000-00220-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.43
Building Floorspace (sf)	3,020
Total Assessed Value	$245,640
Current Use	Repair service shops

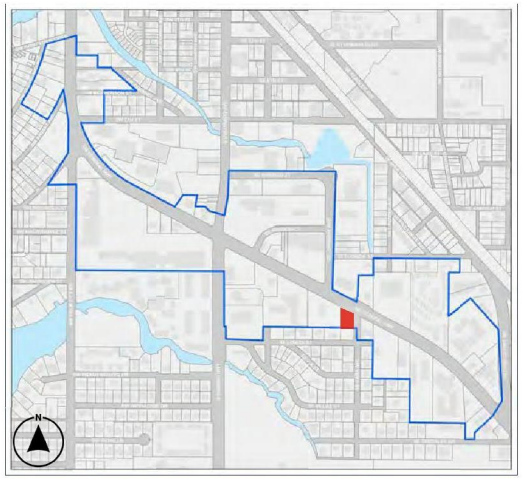


Figure 101 Site highlighted on location map in red.

RPMS AUTO SALES & SHARON MOTORS

Figure 102 Image of site from Southeast Federal Highway.

09-38-41-000-000-00182-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.7989
Building Floorspace (sf)	2,864
Total Assessed Value	$1,037,230
Current Use	Drive-in restaurant

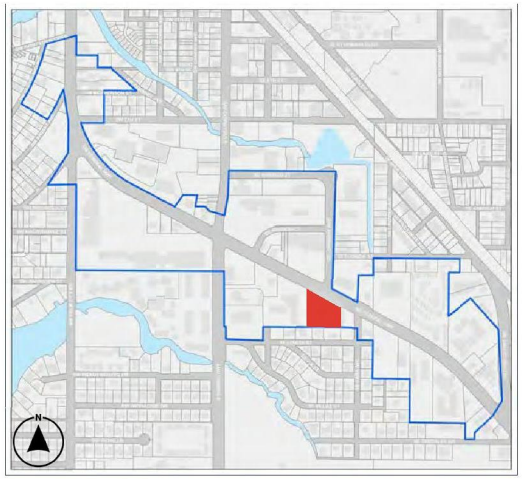


Figure 103 Site highlighted on location map in red.

Figure 104 Image of site from Southeast Federal Highway.

09-38-41-000-000-00180-7	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	3.19
Building Floorspace (sf)	45,451
Total Assessed Value	$3,332,650
Current Use	Hotels/Motels and Restaurant

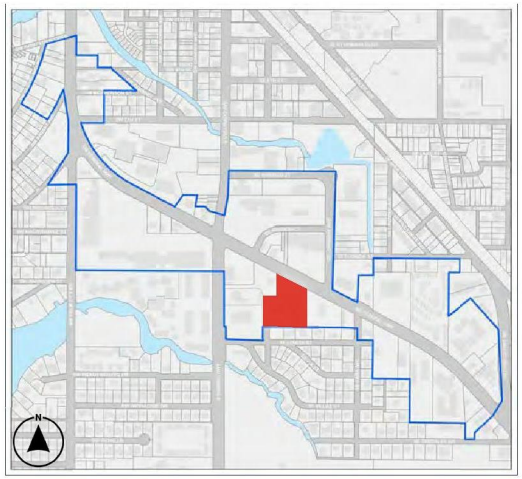


Figure 105 Site highlighted on location map in red.

Figure 106 Image of site from Southeast Federal Highway.

04-38-41-000-000-00430-6	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.1394
Building Floorspace (sf)	3,368
Total Assessed Value	$665,710
Current Use	Drive-in restaurant

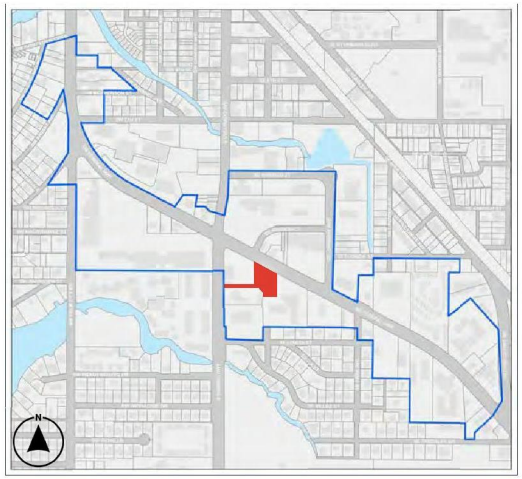


Figure 107 Site highlighted on location map in red.

Figure 108 Image of site from Southeast Federal Highway.

04-38-41-000-000-00430-6	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.6340
Building Floorspace (sf)	38,772 - (4) stories
Total Assessed Value	$2,548,180
Current Use	Financial institution

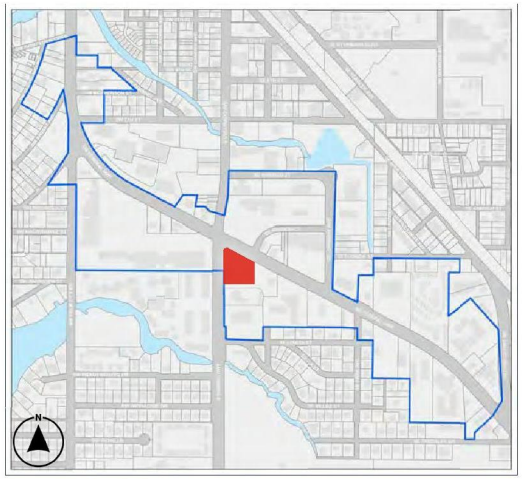


Figure 109 Site highlighted on location map in red.

Figure 110 Image of site from Southeast Federal Highway.

09-38-41-000-000-00200-3	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.1318
Building Floorspace (sf)	7,655
Total Assessed Value	$944,490
Current Use	Funeral home & crematory

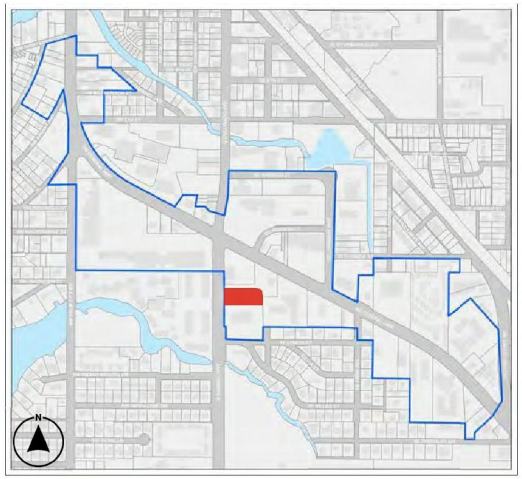


Figure 111 Site highlighted on location map in red.

Figure 112 Image of site from South Kanner Highway.

09-38-41-000-000-00210-1	
Future Land Use	Commercial & Low Density Residential
Zoning	B2 & R1
Site Area (acres)	2.3000
Building Floorspace (sf)	16,000
Total Assessed Value	$950,600
Current Use	Club Lodge Union Hall

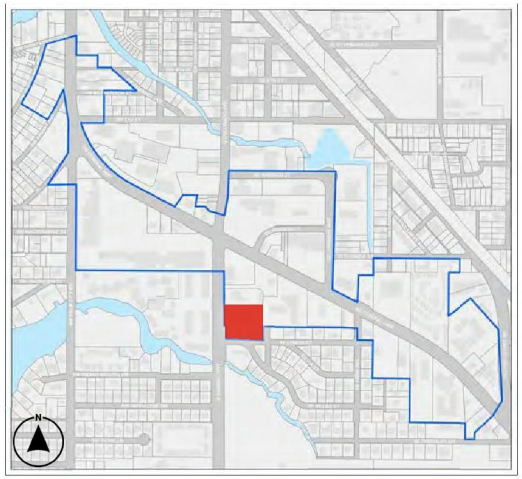


Figure 113 Site highlighted on location map in red.

Figure 114 Image of site from South Kanner Highway.

Draft 05-04-2021

04-38-41-018-000-00370-8	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.86
Building Floorspace (sf)	46,686 - (2) stories
Total Assessed Value	$4,090,330
Current Use	Shopping center

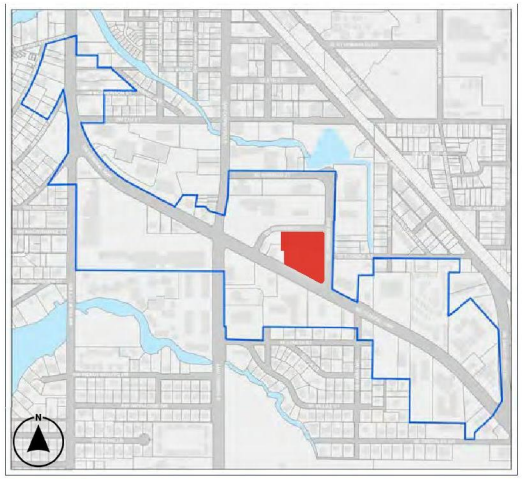


Figure 115 Site highlighted on location map in red.

Figure 116 Image of site from Southeast Federal Highway.

04-38-41-018-000-00374-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.399
Building Floorspace (sf)	17,353 - (2) stories
Total Assessed Value	$451,510
Current Use	Office building

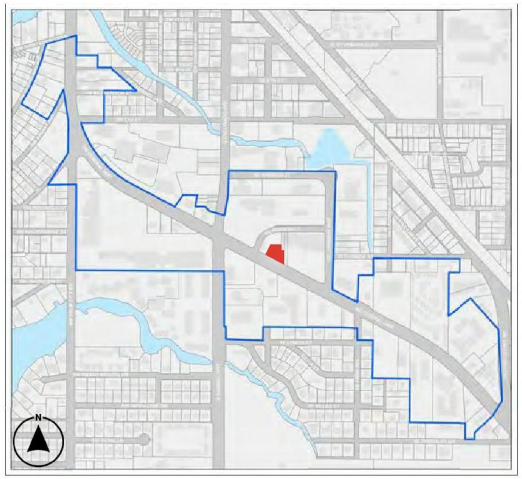


Figure 117 Site highlighted on location map in red.

Figure 118 Image of site from Southeast Federal Highway.

04-38-41-018-000-00373-5	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.4719
Building Floorspace (sf)	1,830
Total Assessed Value	$546,620
Current Use	Financial institution

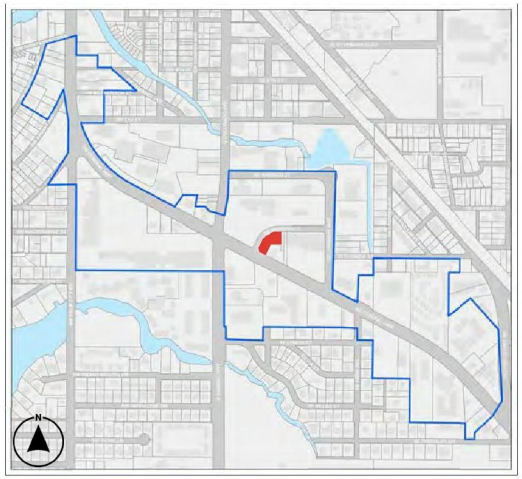


Figure 119 Site highlighted on location map in red.

Figure 120 Image of site from Southeast Federal Highway.

04-38-41-000-000-00380-6	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	6.2964
Building Floorspace (sf)	45,576 - (3) stories
Total Assessed Value	$8,751,080
Current Use	Financial institution

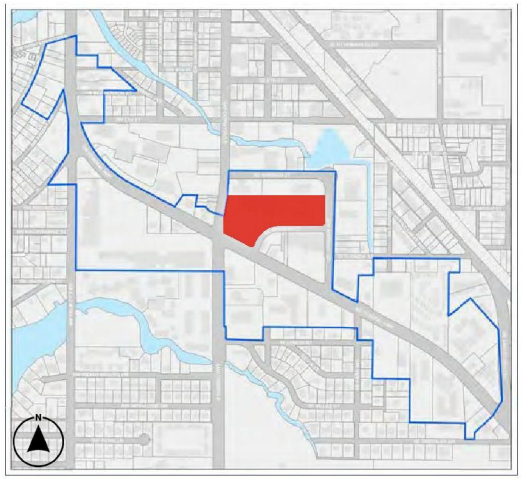


Figure 121 Site highlighted on location map in red.

Figure 122 Image of site from Southeast Federal Highway parking lot.

Draft 05-04-2021

04-38-41-018-000-00050-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.7821
Building Floorspace (sf)	27,529 - (3) stories
Total Assessed Value	$2,376,430
Current Use	Financial institution

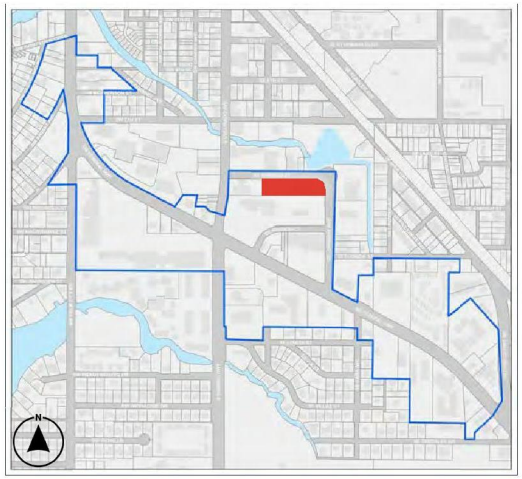


Figure 123 Site highlighted on location map in red.

Figure 124 Image of site from Southeast Kindred Street.

04-38-41-000-000-00370-8	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.9820
Building Floorspace (sf)	8,041
Total Assessed Value	$676,880
Current Use	Auto Sales/Repair

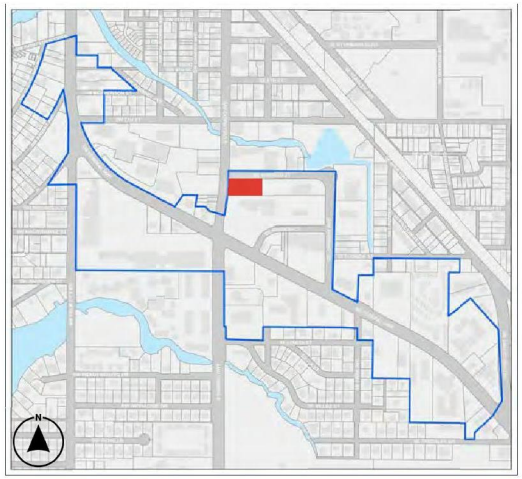


Figure 125 Site highlighted on location map in red.

OLDE TOWN STUART AUTO (HARRIS AUTOMOTIVE GROUP)

Figure 126 Image of site from South Colorado Avenue.

05-38-41-000-000-00310-8	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.4867
Building Floorspace (sf)	2,262
Total Assessed Value	$599,420
Current Use	Service Station

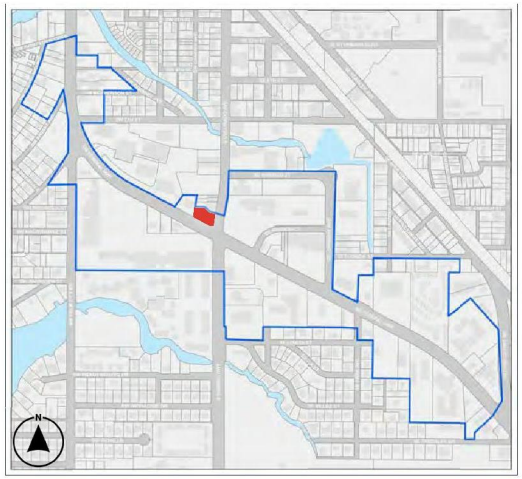


Figure 127 Site highlighted on location map in red.

Figure 128 Image of site from Southwest Federal Highway.

05-38-41-000-000-00290-2	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.5438
Building Floorspace (sf)	4,320
Total Assessed Value	$567,000
Current Use	Drive-in restaurant

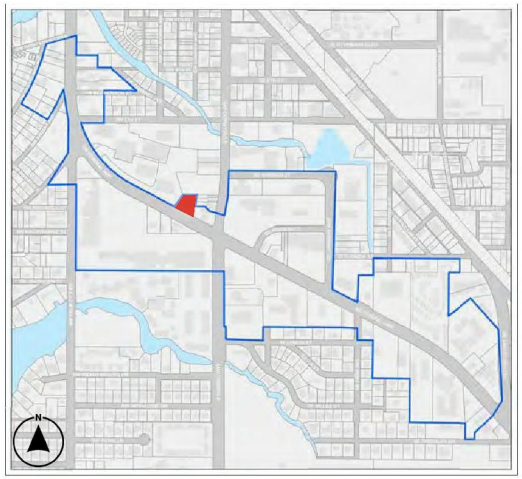


Figure 129 Site highlighted on location map in red.

Figure 130 Image of site from Southwest Federal Highway.

05-38-41-000-000-00340-2	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	15.0000
Building Floorspace (sf)	128,326
Total Assessed Value	$8,984,270
Current Use	Shopping center

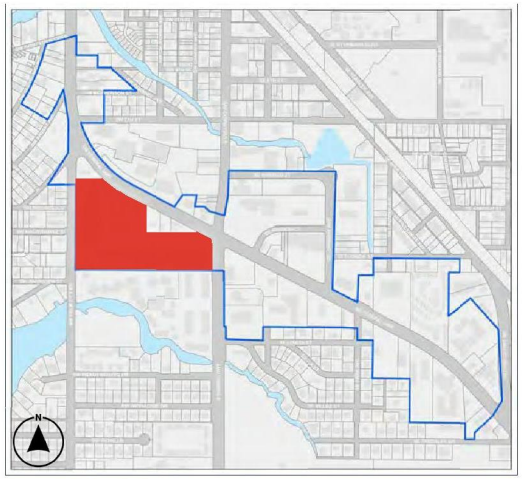


Figure 131 Site highlighted on location map in red.

Figure 132 Image of site from Southwest Federal Highway.

Figure 133 Image of site from Southwest Federal Highway.

05-38-41-000-000-00400-9	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.3692
Building Floorspace (sf)	1,726
Total Assessed Value	$449,670
Current Use	Service Station

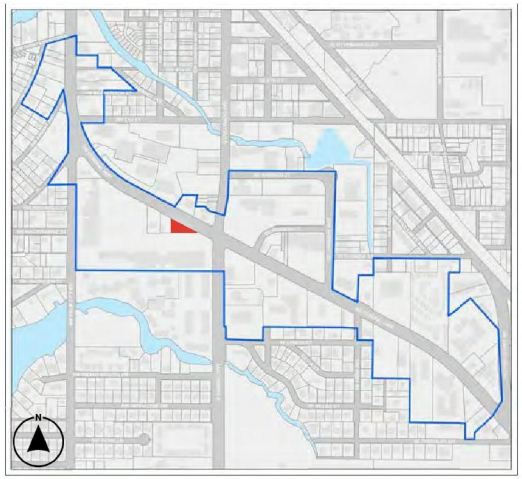


Figure 134 Site highlighted on location map in red.

Figure 135 Image of sites from Southwest Federal Highway.

05-38-41-000-000-00380-3	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.339
Building Floorspace (sf)	1,200
Total Assessed Value	$293,140
Current Use	Drive-in Restaurant

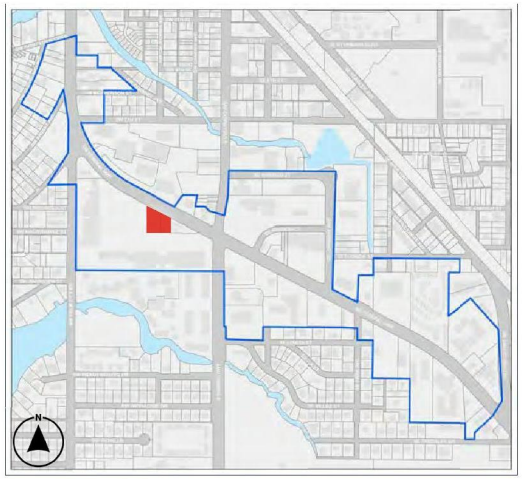


Figure 136 Site highlighted on location map in red.

SHOPPING PLAZA OUT PARCELS; DUNKIN' DOUNUTS & VACANT RESTAURANT *(RELOCATED)*

Figure 137 Image of both sites from Southwest Federal Highway.

05-38-41-000-000-00370-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.581
Building Floorspace (sf)	1,074
Total Assessed Value	$418,180
Current Use	Drive-in Restaurant

05-38-41-000-000-00330-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.8200
Building Floorspace (sf)	3,046
Total Assessed Value	$587,780
Current Use	Vacant Drive-in Restaurant

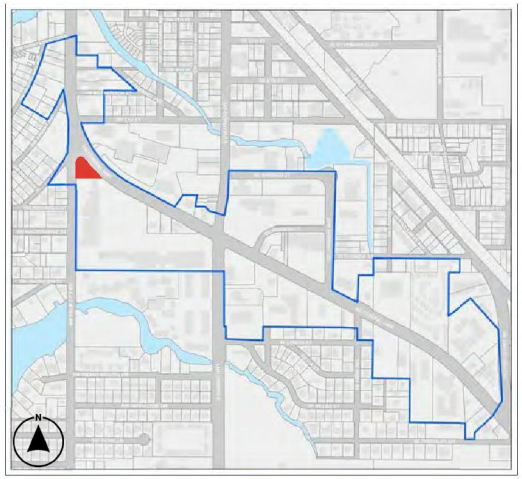


Figure 138 Site highlighted on location map in red.

Figure 139 Image of site from Southwest Federal Highway.

05-38-41-002-000-01730-6	
Future Land Use	Office-Residential
Zoning	B2
Site Area (acres)	0.3689
Building Floorspace (sf)	Not applicable
Total Assessed Value	$128,540
Current Use	Vacant

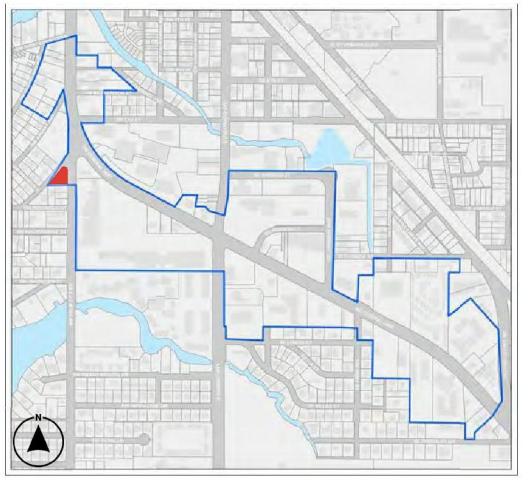


Figure 140 Site highlighted on location map in red.

Figure 141 Image of site from Southwest Federal Highway.

05-38-41-006-003-00010-9	
Future Land Use	Downtown
Zoning	Urban Highway
Site Area (acres)	0.9908
Building Floorspace (sf)	6,537
Total Assessed Value	$445,000
Current Use	Hotels/Motels

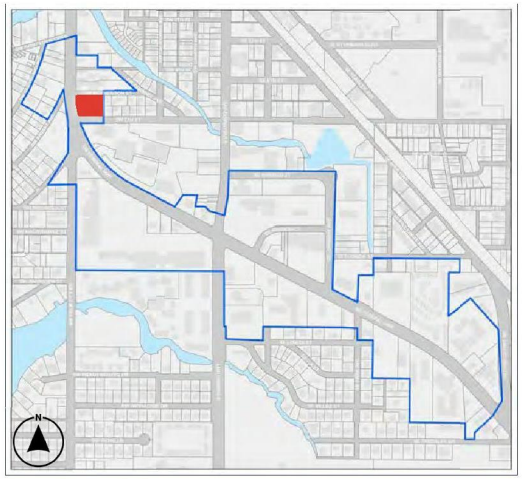


Figure 142 Site highlighted on location map in red.

Figure 143 Image of site from Southwest Federal Highway.

05-38-41-006-001-00050-4	
Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.9452
Building Floorspace (sf)	13,785
Total Assessed Value	$835,250
Current Use	Office building

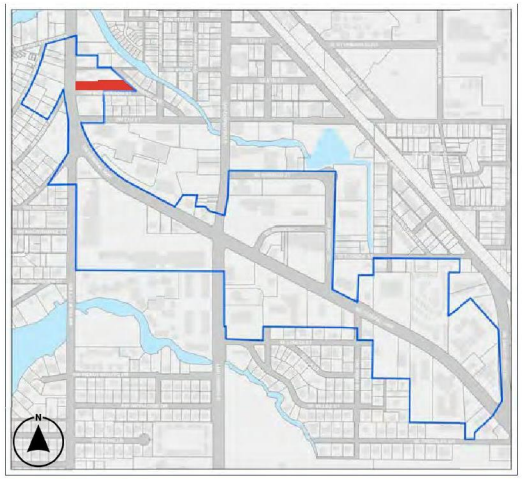


Figure 144 Site highlighted on location map in red.

Figure 145 Image of site from Southwest Federal Highway.

Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.82
Building Floorspace (sf)	5,699
Total Assessed Value	$468,420
Current Use	Apartments

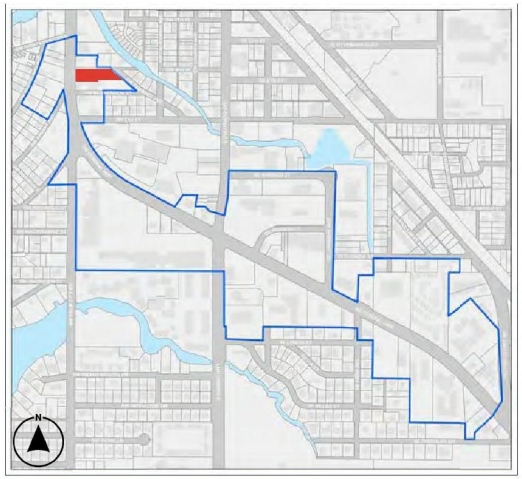


Figure 146 Site highlighted on location map in red.

Figure 147 Image of site from Southwest Federal Highway.

05-38-41-000-000-00180-5	
Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.4379
Building Floorspace (sf)	None applicable
Total Assessed Value	$154,490
Current Use	Vacant

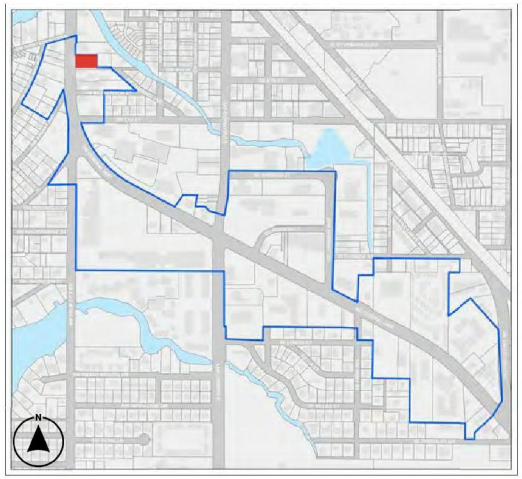


Figure 148 Site highlighted on location map in red.

Figure 149 Image of site from Southwest Federal Highway.

05-38-41-001-000-01170-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.3843
Building Floorspace (sf)	1,851
Total Assessed Value	$140,160
Current Use	Mixed use

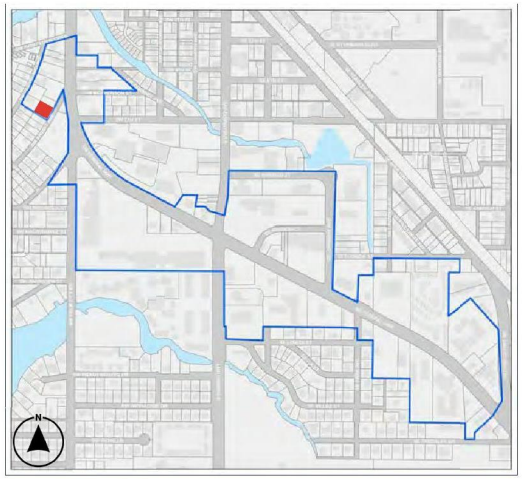


Figure 150 Site highlighted on location map in red.

Figure 151 Image of site from Southwest Bryant Avenue.

05-38-41-001-000-01000-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7800
Building Floorspace (sf)	5,796
Total Assessed Value	$693,000
Current Use	Vacant

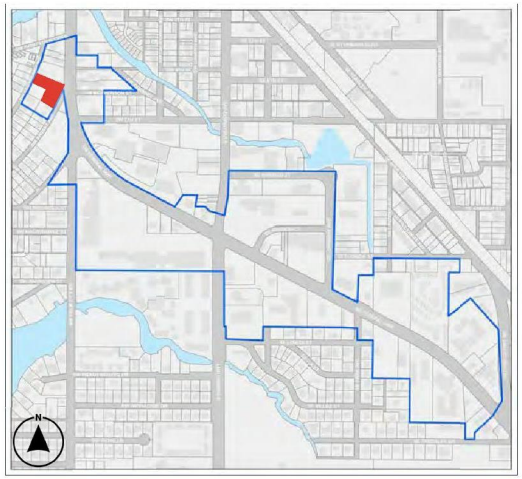


Figure 152 Site highlighted on location map in red.

VACANT BOAT SALES (*RELOCATED & UNDER REDEVELOPMENT*)

Figure 153 Image of site from Southwest Federal Highway.

05-38-41-001-000-01160-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.18
Building Floorspace (sf)	None applicable
Total Assessed Value	$76,670
Current Use	Vacant

05-38-41-001-000-01160-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7441
Building Floorspace (sf)	3,255
Total Assessed Value	$349,690
Current Use	Auto Sales

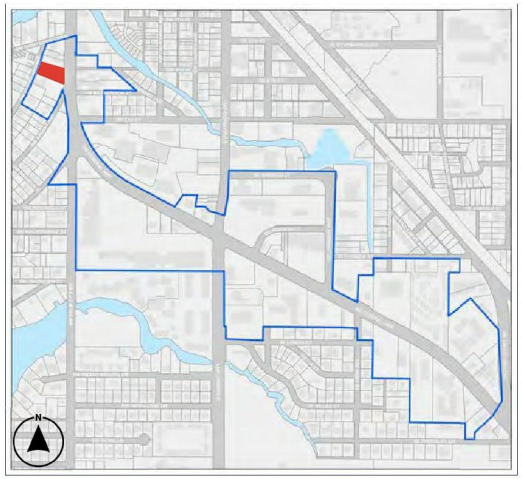


Figure 154 Site highlighted on location map in red.

Figure 155 Image of site from Southwest Federal Highway.

05-38-41-001-000-01040-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.2461
Building Floorspace (sf)	2,720
Total Assessed Value	$571,200
Current Use	Vacant

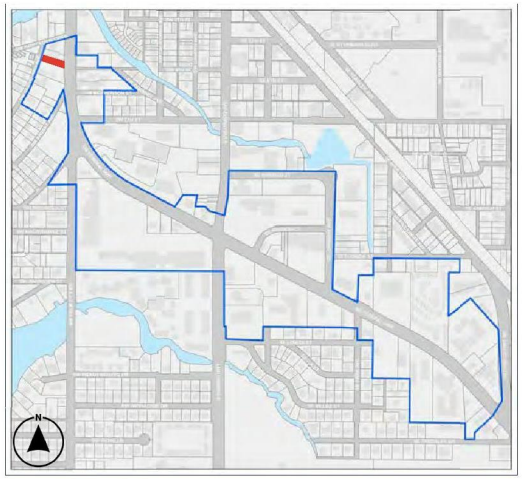


Figure 156 Site highlighted on location map in red.

Figure 157 Image of site from Southwest Federal Highway.

05-38-41-001-000-01050-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.22
Building Floorspace (sf)	8,085 - (2) stories
Total Assessed Value	$534,300
Current Use	Office building

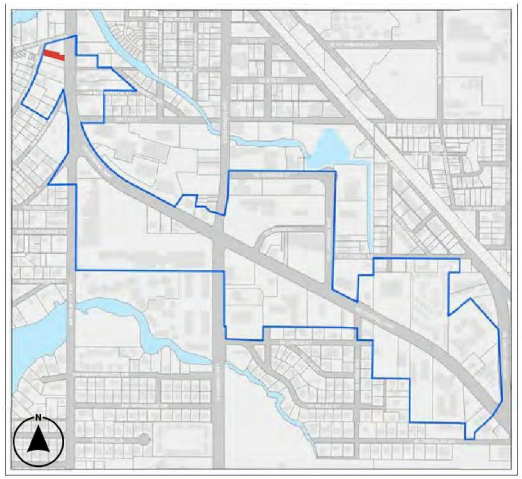


Figure 158 Site highlighted on location map in red.

Figure 159 Image of site from Southwest Federal Highway.

05-38-41-001-000-01060-7	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.3417
Building Floorspace (sf)	7,117 - (2) stories
Total Assessed Value	$904,620
Current Use	Medical & professional offices

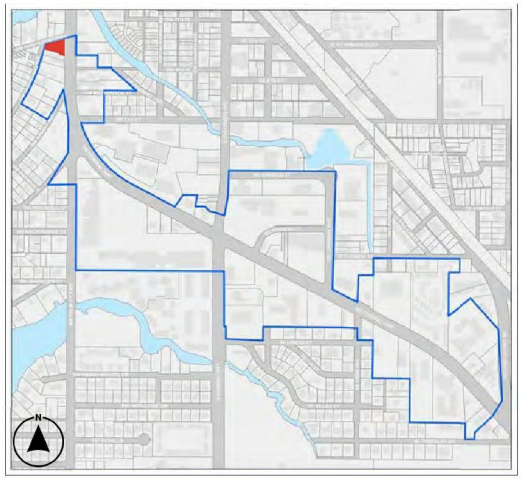


Figure 160 Site highlighted on location map in red.

Figure 161 Image of site from Southwest Federal Highway.

05-38-41-001-000-00980-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.336
Building Floorspace (sf)	548
Total Assessed Value	$179,540
Current Use	Single Family Dwelling

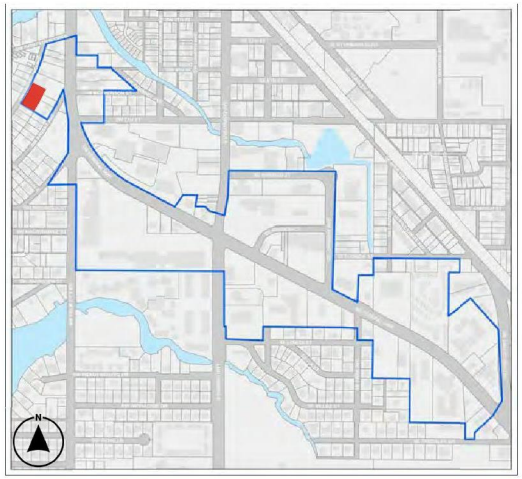


Figure 162 Site highlighted on location map in red.

Figure 163 Image of site from Southwest Cleveland Avenue.

05-38-41-001-000-00960-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	.336
Building Floorspace (sf)	2,956
Total Assessed Value	$334,800
Current Use	Triplex

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Ben Hogarth

Title of Item:

LAKE OKEECHOBEE AND 2022 LOSOM UPDATE BY BEN HOGARTH, CITY OF STUART

Summary Explanation/Background Information on Agenda Request:

Presentation on current status of Lake Okeechobee and the 2022 LOSOM process with the U.S. Army Corps of Engineers.

Presented by Ben Hogarth, City of Stuart Community Affairs Liaison.

Funding Source:

N/A

Recommended Action:

N/A

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Michelle Vicat

Title of Item:

APPROVAL OF 04/26/2021 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

Approval of 4/26/21 CCM Minutes

Funding Source:

N/A

Recommended Action:

Approve

ATTACHMENTS:

	Description	Upload Date	Type
🗋	04/26/2021 CCM Minutes	5/5/2021	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD April 26, 2021
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

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

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

SERGEANT AT ARMS: Police Chief Joseph Tumminelli

5:38 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. MENTAL HEALTH AWARENESS MONTH (1) - MAY 2021

Janice Greller, Executive Director of the Martin County Chapter of the National Alliance on Mental Health (NAMI) was not available to accept the Proclamation.

2. METAL HEALTH AWARENESS MONTH (2) - MAY 2021

Pat Austin, Boar Director, Past Chair of New Horizons of the Treasure Coast and Okeechobee accepted the Proclamation and commented on the need and the services they provide and thanked the City.

5:48 PM

COMMENTS BY CITY COMMISSIONERS

Commissioner McDonald

- Commented on the success of the City of Stuart Job Fair.

Commissioner Meier

- Reported on comments received by residents on the 5th Street, Stypmann, and High School Avenue area about alleyways. He reviewed the Code on maintaining alleyways and would like to see a vision be brought back by Pinal Gandhi-Savdas and Kev Freeman, perhaps before the CRB to review a vision of alleyways and what to do with them.
- Commented on public transit, the use of the Marty bus and its lack of shelter/benches and would like that to be brought up at the next MPO meeting. Interested in seeing the same for the City tram stops.
- Interested in continuing the conversation on scooters, e-bikes or bike shares, CRA involvement and look at putting out and RFP or RFQ; would like to encourage this.
- Commented on the parking issues pertaining to the Sailfish Marina project and looks forward to future discussions on parking permitted underneath buildings as a code allowance.
- Reported that he met with the owner of Hudsons on the River restaurant and noted his concerns on some decisions that are allowable at staff level.

Brief discussion between him and Attorney Mike Mortell determined that instead of a policy change, they would address concerns as they come up. Meier agreed and would like it to be brought forward with a presentation or site plan proposal on putting the deck in the park and its access.

Vice Mayor Matheson

- Commented in agreement with Commissioner Meier on transportation stops.
- Announced upcoming events such as a Rally to Save the Manatees at the Ernie Lyons Bridge on May 1st at 10 a.m. and the AACES Junk in the Trunk Sale at the East 10th St. Community Center on May 15th.
- Thanked participants of the Job Fair, had over 167 potential employees visit, 21 of 22 employers come, and 2 community partner help with the event. Announced for people to contact him or the Business Development Board if they are in need of a job.
- Commented on the order of presentation of projects by the staff and applicants and how it has reverted to staff presenting first. Feels the applicant should make the presentation and staff is there for commissioner questions and follow-up.
- Provided a Lake Okeechobee update, noting that the C-24 canal reservoir should be coming online in August.

Mayor Clarke

- Reported on the prayer vigil at Gazebo Park held on April 19th and thanked the Stuart Police Dept and Police Chief for their participation and all they do to protect the citizens of Stuart.

- Announced on April 30th, CRA will have a tour and dedication of the crosswalks in East Stuart.
- Inquired about the fenced in area at the end of 14th Street near YMCA.
- Commented on Mental Health Awareness Month and askes that we all work to help each other.

6:12 PM

COMMENTS BY CITY MANAGER

City Manager Dyess

- Requested clarification from Mayor Clarke on 14th Street, asking if she was interested in a pocket park or a crossover to Monterey Rd. She replied "both".
- Commented on a motion at the last meeting pertaining to the permanent closure of Bryant Avenue. The Fire Department has informed him that the road is a limited access road and if closed, a turn-around access would be needed on Bryant heading east, therefore, it is not feasible to close it for Fire Rescue reasons.
- Reported that staff has been meeting and working on alleyways and they need to be addressed section by section as each neighborhood has its own particular issues.
- The Marty transportation system: currently the City stops do not have right of way to put in seating or structure.
- Noted on the scooter survey that was done and received a clear no on the topic unless further direction from the Commission is received.

APPROVAL OF AGENDA

6:14 PM MOTION: Motion to approve the Agenda.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

6:15 PM

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) Linda Kay Richards – Cabana Point Circle; Commented that she feels the LPA Meeting Agenda notice came out with too short of notice for the meeting and hopes the Commissioners will all be in attendance. Property owners are asking for land use changes and what a PUD is supposed to do.
2) Robin Cartwright – Hibiscus Avenue; Commented on attainable housing and density vs. traffic studies for the Palmetto Cove project and concerned about the drainage, traffic, and Costco proposals and their effects on the local schools.
3) Gwendolyn Brinkly – Majorca Ave., PSL; Glad to see activities in East Stuart and the City partnering but would like to see advertisement increase, inquired on how to contact Commissioner Matheson about jobs in the community, and would like the Commissioners to refer to Spectrum as the East Stuart Training School which was

the school that African Americans attended before integration, just to remember a part of history.

6:24 PM

CONSENT CALENDAR

3. APPROVAL OF 04/12/2021 CCM MINUTES

4. CALLING THE 2021 ELECTION AND ADOPTION OF ELECTION AGREEMENT (RC): RESOLUTION No. 45-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CALLING THE GENERAL MUNICIPAL ELECTION FOR AUGUST 17, 2021; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 9, 2021 AND ENDING ON AUGUST 13, 2021 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; AND ADOPTING THE ELECTIONS AGREEMENT BETWEEN THE CITY AND MARTIN COUNTY SUPERVISOR OF ELECTIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

5. AWARD OF RFP #2021-202; COMMUNITY DEVELOPMENT BLOCK GRANT-CV (CDBGCOVID):

RESOLUTION No. 46-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2021-202, COMMUNITY DEVELOPMENT BLOCK GRANT-CV (CDBG-COVID) FY 2020-2021 TO THE TOP RANKED FIRM, GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., OF DADE CITY, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. AWARD OF ITB #2021-101: YARD WASTE PROCESSING AND DISPOSAL SERVICES:

RESOLUTION No. 47-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-101, YARD WASTE PROCESSING AND DISPOSAL SERVICES TO THE SECOND LOW EST, RESPONSIVE, AND RESPONSIBLE BIDDER TO TREECYCLE LAND CLEARING, INC. OF LAKE W ORTH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. PLAT OF "Osprey Preserve RPUD":

RESOLUTION No. 49-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED “OSPREY PRESERVE RPUD”, BEING A REPLAT OF A PORTION OF LOTS 13, 14, 15 AND 16, BLOCK 1, ST. LUCIE GARDENS, CONTAINING 15.23 ACRES, PREPARED BY STEPHEN L. SHIRLEY OF ASSOCIATED LAND SURVEYORS, INC., A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER NO. 3918, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:24 PM MOTION: Move for approval the Consent Agenda.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.

COMMISSION ACTION

ORDINANCE SECOND READING

6:25 PM

ORDINANCE FIRST READING

8. PALMETTO COVE RPUD - REZONING TO RPUD (QUASI-JUDICIAL):

ORDINANCE No: 2463-2021: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING TWO PARCELS ON EITHER SIDE OF A 11' PUBLIC RIGHT OF WAY (ALLEY) ALONG SW PALM CITY ROAD, ON THE SOUTHWEST INTERSECTION OF SW HALPATIOKEE STREET, TOTALING 0.97 ACRES FROM RESIDENTIAL MULTIFAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD); ESTABLISHING THE "PALMETTO COVE" RPUD CONSISTING OF THIRTEEN (13) MULTIFAMILY UNITS WITHIN TWO (2) INDIVIDUAL TWO-STORY TOWNHOME BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Six (6) sworn; Tom Reetz and Kev Freeman of City of Stuart, Mike Faulkner, Owner of Southern Landmark Homes, Scott Montgomery, Engineer, Jeff Smith, Creative Landscaping, and Dan Braden, Dan Braden Architects.

Tom Reetz presented on the location, current land use, zoning, site map and photos including the wet and southwest views. Reetz reviewed the requested variances and staff conditions of development and recommendation.

Terry McCarthy, applicant representative reviewed the location specifications and introduced Mr. Mike Faulkner, owner of Southern Landmark Homes, who presented the applicants proposal to demonstrate landscaping, charging stations, and sidewalks.

Scott Montgomery came forward to review water retention and runoff concerns, parking, and garage units.

Commissioners discussed the landscaping and tree selection with Jeff Smith. Vice Mayor Matheson commented on his preference of Oak trees. Shade trees will be considered. Additional topics included schools,

6:55 PM Motion made by Commissioner Bruner; Commissioner Meier requested amendment to the motion that they work with the City Public Work Department to improve and maintain over time so anybody can drive through. Discussion on abandonment.

Public Comment:

1) J. Paul Moore – SE. Ocean Blvd.; Commented as a local realtor and provided a Martin County real estate update, noting the inventory and stating he is in favor of this project.

Commissioner Meier requested before Second Reading, clarification on how the extension connection of sidewalk of parcel of property is going to be done.

6:54 PM MOTION: Motion for approval of Ord. 2463-2021.
AMENDED MOTION: That they work with the City Public Work Department to improve and maintain over time so anybody can drive through.
MOVED BY: Commissioner Bruner
SECONDED BY: Commissioner Meier
Motion approved unanimously. 7:06 PM

(CONTINUED TO DATE CERTAIN OF JUNE 14, 2021)
9. SPORTFISH MARINA UPUD: REZONING TO UPUD (QUASI JUDICIAL):

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF UPUD "URBAN PLANNED UNIT DEVELOPMENT" TO A PARCEL OF LAND TOTALING 0.63 ACRES, LOCATED AT 304 NE FLAGLER AVENUE, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE "SPORTFISH MARINA" URBAN PLANNED UNIT DEVELOPMENT (UPUD) CONSISTING OF A 37-ROOM BOUTIQUE HOTEL AND 49 SLIP MARINA, AND ALLOW ING USES PERMITTED IN THE URBAN DISTRICT; PROVIDING FOR APPROVAL OF A SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; DECLARING THE PROJECT TO BE CONSISTENT W ITH 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, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

7:08 PM MOTION: Continued to date certain June 14TH.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

DISCUSSION AND DELIBERATION

7:08 PM ADJOURNMENT

_____	_____
Mary R. Kindel, City Clerk	**Eula R. Clarke, Mayor**

Minutes to be approved at the Regular Commission Meeting this 10th day of May, 2021.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT A CDBG SECTION 504 POLICY AND GRIEVANCE POLICY (RC):

RESOLUTION No. 48-2021; A RESOLUTION OF THE CITY OF STUART, FLORIDA UPDATING COMPLIANCE WITH SECTION 504 OF THE REHABILITION ACT OF 1973, ADOPTING A SELF EVALUATION FOR HANDICAP ACCESSBILITY AND ADOPTING A SECTION 504 GRIEVANCE PROCEDURE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart applied for the Florida Department of Economic Opportunity for the Small Cities Community Development Block (CDBG) in the amount of $750,000 for the Housing Rehabilitation category in November 2020.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy:

The Section 504 of the Rehabilitation Act of 1973 provides that no qualified disables person shall solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The City completed its Section 504 Self Evaluation of structures in which programs and activities are conducted (particularly where public meetings are held) and determined that there are no public structures (City Hall, City Hall Annex, Public Safety Building, Flagler Center) that have physical barriers to program participation. At this time, a transition plan is not applicable due to all facilities being compliant.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 48-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 48-2021	4/29/2021	Resolution add to Y drive
🗋	Section 504 Policy and Grievance Procedure	4/29/2021	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 48-2021

A RESOLUTION OF THE CITY OF STUART, FLORIDA UPDATING COMPLIANCE WITH SECTION 504 OF THE REHABILITION ACT OF 1973, ADOPTING A SELF EVALUATION FOR HANDICAP ACCESSBILITY AND ADOPTING A SECTION 504 GRIEVANCE PROCEDURE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart desires to comply with the Section 504 Handicap Accessibility Requirements of the Community Development Block Grant programs and have all publicly accessible City owned facilities made handicap accessible; and

WHEREAS, the City has completed a review of City-owned facilities accessible to the public for ADA handicap compliance; and

WHEREAS, the evaluation identified no physical barrier for City-owned public facilities in which programs and activities are conducted, and

WHEREAS, the City is establishing a Complaint and Grievance Procedure to process any complaints including those relating to handicap accessibility, the treatment of handicapped individuals and to elimination discrimination against any person who: has a physical or mental

impairment which substantially limits one or more major life activities, has a record of such impairment, and is regarded as having such an impairment.

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

SECTION 1: The City of Stuart hereby adopts the following Self-evaluation Plan.

SECTION 2: The City of Stuart hereby adopts the following Section 504 Compliance and Grievance Procedure.

SECTION 3: That the City of Stuart affirms the City Clerk as the person responsible for implementation of the Procedure.

SECTION 4: This resolution shall take effect upon adoption.

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

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

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

THE CITY OF STUART

SECTION 504 COMPLIANCE POLICY

EVALUATION PLAN

AND GRIEVANCE/COMPLAINT PROCEDURES

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT

PROGRAMS AND PROJECTS

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1. GENERAL POLICY

A. APPLICABILITY

This Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD). Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws.

B. SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs of HUD, in general, may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with Community Development Block Grants (CDBG), the U.S. Department of Housing and Urban Development (HUD) grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, programs, and/or activities, is hereby incorporated by reference. Future state or

federal regulations applicable to nondiscriminatory practices under the CDBG Program shall supersede and/or supplement this policy.

C. DEFINITIONS

1. "Accessible," when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps.

2. "Accessible," when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps.

3. "Accessible route" means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

4. "Adaptability" means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.

5. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e., readers, Braille materials, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).

6. "Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

7. "Qualified individual with handicaps" means:

(a) with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and

(b) with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the City of Stuart can demonstrate would result in a fundamental alteration in its nature; or

(c) with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

8. "Undue hardship" means financial or administrative burdens, which would be imposed on the operation of the City of Stuart's program. Factors to be considered include:

(a) the overall size of the City of Stuart's program with respect to number of employees, number and type of facilities, and size of budget;

(b) the type of the City of Stuart's operation, including the composition and structure of the workforce; and

(c) the nature and cost of the accommodation needed.

II. COMMUNICATIONS

A. AUXILIARY AIDS

The City of Stuart shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The City is not required to provide individually prescribed devices or other devices of a personal nature. Where the City communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf persons (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunications

Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. The City of Stuart shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls City offices prior to the event and communicates to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the City to take any action that the City can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

III. EMPLOYMENT

A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from HUD.

B. REASONABLE ACCOMMODATION

The City of Stuart shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the City can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The City may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

C. EMPLOYMENT CRITERIA

The City of Stuart will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of an applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The City may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because the City of Stuart's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

B. NON-HOUSING FACILITIES

New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps. The City shall operate each non-housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety is readily accessible to and usable by individuals with handicaps.

1. Methods

The City of Stuart may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or

construction of additional facilities, or alterations to existing facilities. The City is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. Historic Preservation Programs or Activities

In meeting Section 504 requirements in historic preservation programs or activities, the City of Stuart shall give priority to methods that provide physical access to individuals with handicaps. However, in cases where a physical alteration to an historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reasons for noncompliance shall be completely documented,

V. ENFORCEMENT

A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance to HUD on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate the City of Stuart for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the City for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the City for the period during which Federal financial assistance is extended.

B. SELF-EVALUATION

The City of Stuart shall, as expeditiously as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

1. evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504;
2. modify any policies and practices that do not meet the requirements of Section 504; and
3. take appropriate corrective steps to remedy the discrimination.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is the City Administrator and can be reached at telephone number (850) 648-5700.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for

the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and unions and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph C above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of notices or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.

C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing the person identified as Coordinator on page 8 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

1. name and address of the complainant;
2. name and address of the alleged offending party;
3. specific details, in a near chronological order, of the events leading to the alleged action;
4. the alleged discrimination;

5. names, addresses and phone numbers of any witnesses or other persons having knowledge of the circumstances; and

6. any other relevant information.

The Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The Citizens Advisory Task Force (CATF) will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected body. The CATF may call both parties together in an attempt to reach an amicable solution. The Coordinator will act as the intermediary between the CATF and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The City's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expand further on grievance/complaints which have exhausted local capability.

D. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

E. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with HUD's Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

F. COMPLAINT/GRIEVANCE RESOLUTION

HUD's civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. HUD officials then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of

findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.

This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary of HUD approves the action, and (4) thirty days expire after the Secretary has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory act by the recipient or the offended party is prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

ATTACHMENT A 24 CFR PART 8
SELF EVALUATION

LOCALITY NAME: City of Stuart
DATE: April 01, 2021

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)
B. Determine if there are physical barriers to program participation? YES or NO. (none identified)

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Rest-rooms	11. Fount-ains	12. Warn-signal	13. Assem-areas	14. Tele-phones	**NEEDED CHANGES**
City Hall 121 SW Flagler Ave	No	No	No	No	No	No	No	No	No	No	No	No	No	No	N/A
City Hall Annex 300 SW St Lucie Ave	No	No	No	No	No	No	No	No	No	No	No	No	No	No	N/A
Public Safety Building 830 SE MLK. Blvd	No	No	No	No	No	No	No	No	No	No	No	No	No	No	N/A
Flagler Center 201 SW Flagler Ave	No	No	No	No	No	No	No	No	No	No	No	No	No	No	N/A

C. The schedule for taking steps necessary to make needed changes: Not Applicable – no changes are needed

D. The official responsible for implementation is: City of Stuart (However a transition plan is not applicable due to all facilities being compliant)

E. The person(s) or groups with whose assistance the plan was developed: City of Stuart Public Works Department – Milton Leggett, Public Works Director

F. This Self Evaluation for complying with 24 CFR Part 8 was made public by:
1. Making the public aware of its availability on the official City Website and by City Council Agenda item.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Alaina Knofla

Title of Item:

AUTHORIZATION TO NEGOTIATE RFP# 2021-203, STUART MARKET (RC):

RESOLUTION No. 50-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2021-203, STUART MARKET TOP RANKED FIRM, STUART MAIN STREET OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Request for Proposals# 2021-203 was advertised in the Palm Beach Post on March 25, 2021: Simultaneously released on-line (www.DemandStar.com) who notified 304 potential proposers and issued 12 RFP packages. Three (3) proposals were received by the closing time and date of 2:30 pm, April 15, 2021.

A three (3) member selection committee met on April 23, 2021, to discuss and evaluate the proposals based on the following criteria; the firms' qualifications, pricing and compensation schedule, task approach, business plan, quality of submittal, and additional five (5) points to any firm that can accommodate alternate payment methods amongst their vendor base. Such alternate payment methods shall include, but not be limited to State and Federal Financial Assistance programs such as Snap, EBT, or equivalent. The selection committee collectively agreed the top ranked firm to be Stuart Main Street/Market on Main Downtown Stuart.

The selection committee requests authorization to commence negotiations with the top-ranked firm, Stuart Main Street of Stuart, Florida.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 50-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R50-2021	4/28/2021	Attachment
🗋	Main Street Submittal	4/23/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 50-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2021-203, STUART MARKET TOP RANKED FIRM, STUART MAIN STREET OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the authorization to negotiate a license agreement for RFP #2021-203, Stuart Market to the top ranked firm, Stuart Main Street of Stuart, Florida

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 50-2021
Authorization to Negotiate a license agreement for RFP #2021-202, Stuart Market

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:

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

ADOPTED this 10th day of May 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

MARKET ON MAIN

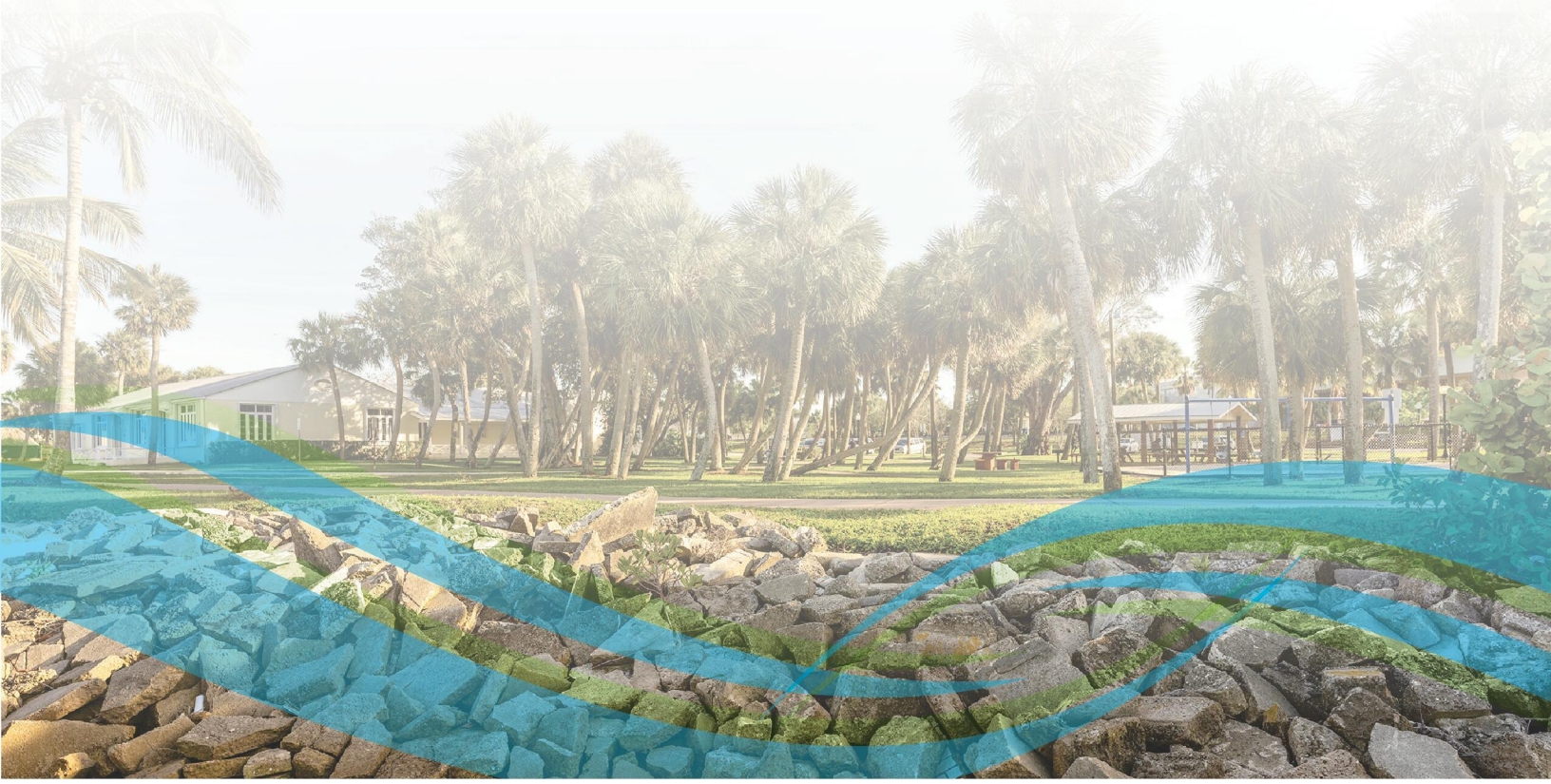
DOWNTOWN STUART

A Community-Based Market for Growers, Creators, Artists, Crafters, and Other Doers

Request for Proposal (RFP) No. 2021-203

Prepared for:
Procurement Division
Department of Financial Services
The City of Stuart
121 SW Flagler Avenue, Stuart, Florida 34994

Prepared by:
Stuart Main Street Association, Inc.
a 501(c)3 Florida Not for Profit Corporation
201 SW Flagler Avenue, Stuart, Florida 34994



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MARKET
ON MAIN
DOWNTOWN STUART

LETTER OF TRANSMITTAL

Stuart Main Street
201 SW Flagler Avenue
Stuart, FL 34995
April 15, 2021

Procurement Office Department of Financial Services
c/o Jim Chrulski, Community Services Director
c/o Julie McHenry, Recreation Division Manager
c/o Milton Leggett, Public Works Director
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Subject: Response to Request for Proposal No. 2021-203

Dear Evaluation Committee:

We are pleased to present Stuart Main Street's response to the City's Request for Proposals to operate an outdoor market in Flagler Park. You are probably already familiar with Stuart Main Street – after all, we are the organization behind many of Stuart's most popular events of the past 30 years. But, we think you may be surprised to learn Stuart Main Street is also Downtown Stuart's primary economic development organization and actively contributes to the economic success of Downtown Stuart and surrounding neighborhoods.

You will notice that our plan for a *Market on Main* closely matches the criteria outlined in your RFP. After all, the City of Stuart and Stuart Main Street have been partners in Downtown Stuart's revitalization and sustainability since Stuart Main Street's inception in 1987. It is not surprising that we share your vision for:

- A weekly outdoor market open to the general public
- A market that promotes the agricultural industry and prioritizes fresh produce, food products, plants, art, education, and entertainment over mass-produced or resale items
- An informal venue that fosters a sense of community while offering a "green" shopping opportunity
- A market that actively makes these resources available to a broad range of consumers through the use of alternative payment methods such as SNAP, EBT, or the equivalent

You might not know that in 2017, Stuart Main Street undertook a comprehensive assessment of market conditions and the community vision for Downtown Stuart. Extensive outreach, including a community survey and workshop, resulted in participation from over 300 residents, highlighting their desire to enhance the historic Downtown's "quaint" image with an active, outdoor lifestyle revolving around music, shopping, and entertainment.

The result of this assessment was the adoption of Stuart Main Street's "Waterfront. Outdoor. Active." Transformation Strategy, putting recreation and lifestyle opportunities focused on the Downtown waterfront at the forefront of Stuart Main Street's efforts.

Here are some highlights of how Stuart Main Street is implementing Waterfront. Outdoor. Active. in all of its activities:

- Negotiating riparian rights for the City's extension of the Riverwalk boardwalk.
- Converting landscape islands to outdoor dining patios – an effort that proved to be more impactful than ever as local restaurants responded to the coronavirus pandemic in 2020.
- Hosting a public input workshop on the use of the Flagler Avenue peninsula and the location of City Hall.
- Expanding the Rock'n Riverwalk waterfront concert series to year-round and relocating the Hobgoblins on Main Street, Christmas on Main Street, and Shamrock Fest events to the waterfront.
- Locating the Stuart Main Street office on the waterfront in the Flagler Center.
- Developing a Downtown Infrastructure plan to extend Osceola Street, increasing access to public spaces on the waterfront.

We are excited to continue working with the City of Stuart to bring our shared vision of a vibrant waterfront downtown for everyone to reality.

Thank you for your time and consideration. We look forward to your response.

(Signature) _____

Title of Signor *Stuart Main Street President*

CORPORATE STRUCTURE & LOCATION

Members of Downtown Stuart's Merchant Association formed the Stuart Main Street Association, Inc. (Stuart Main Street) in the mid-1980s at the request of then-Mayor, Joan Jefferson, to lead the revitalization and economic development of Historic Downtown Stuart. The Florida Main Street coordinating program designated Stuart Main Street in 1987. Stuart Main Street was then incorporated as a Florida Not-for-Profit corporation in January 1988 and recognized by the Internal Revenue Service (IRS) as a 501(c)3 organization in April 1989. In addition to its non-profit status with the State of Florida and the IRS, Stuart Main Street maintains accreditation with both Florida Main Street and the National Main Street Center.

Stuart Main Street has a nearly 35-year history of building economic opportunities in Stuart's historic downtown core and beyond. Utilizing the National Main Street Center Four Point Approach, Stuart Main Street focuses on Quality Design, Effective Promotion, Sustainable Organization, and Diverse Economic Opportunity. Originally established to serve a two-block area of the Old Downtown District, you can see its impact throughout the surrounding areas of Potsdam, the Colorado Avenue Business District, along East Ocean and Osceola Streets, and in East Stuart and the Creek District.

Located in the historic Flagler Center at 201 SW Flagler Avenue, Stuart, FL 34994, Stuart Main Street is directed by a 13-member board of directors with the support of a paid, professional Executive Director. Board members are active volunteers and in 2020 – during the coronavirus pandemic – contributed 1,781 hours of their professional time, valued at over $48,000.00. Additional services are sourced on a contract basis with all operations coordinated from the Flagler Center office. There are no satellite locations. As a non-profit organization, there is no outside ownership interest.

MARKET ON MAIN
DOWNTOWN STUART

PROOF OF INCORPORATION

Detail by FEI/EIN Number

Florida Not For Profit Corporation
STUART MAIN STREET ASSOCIATION, INC.

Filing Information

Document Number	N24492
FEI/EIN Number	65-0026868
Date Filed	01/25/1988
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/03/2019

Principal Address

201 SW FLAGLER AVENUE
STUART, FL 34994

Changed: 05/26/2020

Source:

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=FeiNumber&directionType=Initial&searchNameOrder=650026868N244920&aggregateId=domnp-n24492-2b71d208-8ab4-4689-95a6-8425cfb83518&searchTerm=650026868&listNameOrder=650026868N244920

PROOF OF INCORPORATION

SECOND NOTICE: CORPORATION WILL BE DISSOLVED ON OR AFTER AUGUST 7, 1996.
AMOUNT DUE ON OR BEFORE 8/7/96: $61.25 (IF DISSOLVED, MINIMUM AMOUNT DUE TO REINSTATE: $236.25.)

NONPROFIT CORPORATION ANNUAL REPORT **1996**

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State
DIVISION OF CORPORATIONS

DOCUMENT # **N24492** (3)

1. Corporation Name
STUART MAIN STREET ASSOCIATION, INC.

Principal Place of Business	Mailing Address
161 SW HAGLER AVE SUITE 201 STUART FL 34994	161 SW HAGLER AVE SUITE 201 STUART FL 34994

3. Date Incorporated or Qualified: 01/25/1988
3a. Date of Last Report: 08/14/1995

2. Principal Place of Business
21 161 SW Flagler Ave
Suite, Apt. #, etc.
22 SUITE 201
City & State
23 STUART FL
Zip 24 34994 Country 25 USA

2a. Mailing Address
26 161 SW Flagler Ave
Suite, Apt. #, etc.
27 SUITE 201
City & State
28 STUART FL
Zip 29 34994 Country 30 USA

4. FEI Number: 65-0026868 — Applied For ☐ Not Applicable ☐
5. Certificate of Status Desired ☒ — $8.75 Additional Fee Required
6. Election Campaign Financing Trust Fund Contribution ☐ — $5.00 May Be Added to Fees
8. This corporation has liability for intangible tax under s. 199.032, Florida Statutes ☐ Yes ☒ No

9. Name and Address of Current Registered Agent
MCMANUS, F. SHIELDS
2400 S. FEDERAL HIGHWAY, 4TH FLOOR
STUART FL 34995

10. Name and Address of New Registered Agent
81 Name
82 Street Address (P.O. Box Number is Not Acceptable)
83
84 City FL 85 Zip Code

11. Pursuant to the provisions of Sections 617.0502 and 617.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 617.0503, Florida Statutes.

SIGNATURE _____
Signature, typed or printed name of registered agent and title if applicable (NOTE: Registered Agent signature required when reinstating) DATE

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE PD NAME SALVATORI,ANNETTE STREET ADDRESS 200 OSCEOLA AVE CITY-ST-ZIP STUART FL 34994	☐ DELETE	1.1 TITLE P.D 1.2 NAME Hall, Thomas, 1.3 STREET ADDRESS US1 & Colorado Ave 1.4 CITY-ST-ZIP STUART, FL 34994	☒ Change ☐ Addition
TITLE VPD NAME HALL,THOMAS STREET ADDRESS US 1 & COLORADO AVE CITY-ST-ZIP STUART FL 34994	☐ DELETE	2.1 TITLE VPD 2.2 NAME Ferrara, JAN 2.3 STREET ADDRESS 161 SW Flagler Ave 2.4 CITY-ST-ZIP STUART, FL 34994	☒ Change ☐ Addition
TITLE TD NAME GREENWOOD, G. G. STREET ADDRESS 2036 NW FORK ROAD CITY-ST-ZIP STUART FL	☐ DELETE	3.1 TITLE TD 3.2 NAME Proctor, Gordon 3.3 STREET ADDRESS 105 Flagler Ave 3.4 CITY-ST-ZIP STUART, FL, 34994	☒ Change ☐ Addition
TITLE SD NAME FERRARA JAN STREET ADDRESS 161 SW FLAGLER AVE CITY-ST-ZIP STUART FL 34994	☐ DELETE	4.1 TITLE SD 4.2 NAME WALTON, Bonnie 4.3 STREET ADDRESS 1 Flagler Ave 4.4 CITY-ST-ZIP STUART, FL 34994	☒ Change ☐ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ DELETE	5.1 TITLE 5.2 NAME 5.3 STREET ADDRESS 5.4 CITY-ST-ZIP	☐ Change ☐ Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	☐ DELETE	6.1 TITLE 6.2 NAME 6.3 STREET ADDRESS 6.4 CITY-ST-ZIP	☐ Change ☐ Addition

CR2E037 (3/96)

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed, or on an attachment with an address.

SIGNATURE: (X) Bonnie H. Walton 7/22/96
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR — Date — Daytime Phone #

00160032

PROOF OF INCORPORATION

2021 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N24492

FILED
Mar 02, 2021
Secretary of State
2818993952CC

Entity Name: STUART MAIN STREET ASSOCIATION, INC.

Current Principal Place of Business:

201 SW FLAGLER AVENUE
STUART, FL 34994

Current Mailing Address:

201 SW FLAGLER AVENUE
STUART, FL 34994 US

FEI Number: 65-0026868

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCAULEY, PATTY
201 SW FLAGLER AVENUE
STUART, FL 34994 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATTY MCAULEY 03/02/2021

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	SECRETARY
Name	BRECHBILL, MARK	Name	MCAULEY, PATTY
Address	201 SW FLAGLER AVENUE	Address	201 SW FLAGLER AVENUE
City-State-Zip:	STUART FL 34994	City-State-Zip:	STUART FL 34994
Title	TREASURER	Title	VP
Name	AKE, BRIAN	Name	MCCARTY, MICHAEL
Address	201 SW FLAGLER AVENUE	Address	201 SW FLAGLER AVE
City-State-Zip:	STUART FL 34994	City-State-Zip:	STUART FL 34994

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

IRS DETERMINATION LETTER

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: June 21, 2002

Person to Contact:
Jeremy L. Vogelpohl 31-03888
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
65-0026868

Stuart Main Street Association, Inc.
201 SW Flagler Avenue
Stuart, FL 34994-2143

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1989 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

IRS DETERMINATION LETTER

Stuart Main Street Association, Inc.
65-0026868

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

QUALIFICATIONS

Stuart Main Street is the ideal partner to work with the City of Stuart to bring an open-air artisanal market to Downtown Stuart. The City has expressed in its RFP that it envisions an outdoor marketplace incorporating food, plants, art, education, and entertainment from a variety of independent vendors in a casual event fostering both a sense of community and a shopping opportunity. The City has further expressed a desire to see this event held weekly on Sunday mornings in Downtown Stuart's Flagler Park.

As the development organization for Downtown Stuart and the surrounding area, Stuart Main Street shares this vision for a market that meets the community's demand for locally sourced and produced fresh foods and handcrafted items while developing local entrepreneurship and strengthening the Downtown district. Stuart Main Street will operate *Market on Main* year-round on Sunday mornings from the Flagler Center – the gateway to Flagler Park.

Stuart Main Street is a longtime and well-respected event producer in Downtown Stuart with a proven record of successful events based on market understanding, vendor and supplier relationships, and fiscal accountability. In its 30-year history, Stuart Main Street has presented many of Stuart's longest-running and most beloved community, fundraising, and promotional events, including the *Stuart Christmas Parade*, July 4 celebrations, and Dancin' in the Streets.

Stuart Main Street currently has a formal partnership with the Downtown Business Association of Stuart to produce a year-round calendar of events, including Downtown's other ongoing Sunday event, *Rock'n Riverwalk*. This year-round, free, community concert is on the Riverwalk Stage every Sunday afternoon, weather permitting. Until coronavirus forced relocation of the current market from the City Hall Annex parking lot to Flagler Park, Stuart Main Street partnered with the *Stuart Green Market* to manage its *Rock'n Riverwalk* vendors. Stuart Main Street remains uniquely qualified to manage these two events for maximum synergy while minimizing potential logistical conflicts.

MARKET ON MAIN
DOWNTOWN STUART

QUALIFICATIONS (continued)

Since its inception, Stuart Main Street has been closely aligned with the City of Stuart, enacting a shared vision for a vital downtown serving as both the heart of the community and an effective economic engine. Stuart Main Street provides community engagement, event management, and economic development on behalf of the City. Notable programs in recent years executed on behalf of or in partnership with the City include:

Community Events

- Organize and promote the City's annual community tree lighting festival, Christmas on Main Street, including managing sponsor fulfillment of the City's contract with the Visiting Nurse Association for the tree.
- Leverage the City's $10,000 annual investment in Rock'n Riverwalk with an additional $65,000 in yearly sponsorships plus additional donated services for talent booking and marketing to produce these free weekly community concerts year-round.

Planning Collaborations

- Community engagement and advocacy for the Colorado Avenue Streetscape project, including the tide-turning workshop with international walkability consultant Dan Burden
- Negotiation of riparian rights on Seminole Street to allow the City's Riverwalk extension to Colorado Avenue.
- City Hall workshop exploring the future use of Flagler Park and surrounding city-owned property.

Tourism and Marketing

- Secured Your Business "Main Street USA" segment on MSNBC.
- Launched and continue to manage Martin County's oldest and longest-running Shop Local program, including a Downtown Dollars program, the Downtown Stuart map, and an ongoing Shop Local | Shop Smart advertising campaign. In 2019, leveraged $7,000 Community Development Agency (CRA) funding with co-op advertising partners and local media to achieve over $20,000 in market reach annually.

Design and Economic Vitality

- Conceived, established community support for, and worked with the City of Stuart Planning Department to implement the Downtown Outdoor Dining Program.
- Worked with the City of Stuart Public Works Department to design, fund, and install signage to identify parking throughout the district.
- Worked with the CRA to develop pedestrian Wayfinding Signage identifying businesses and landmarks in the district.

QUALIFICATIONS (continued)

Perhaps most importantly, Stuart Main Street has a long history of working collaboratively and developing successful partnerships to benefit the Stuart community. Informal working partnerships have included the Arts Council of Martin County, the Lyric Theatre, Ground Floor Farm (now Colab Farms), Cleveland Clinic, Visit Florida, and the Florida Restaurant and Lodging Association. Our ability to fundraise through a wide range of sponsors and individual contributors, build community support, and leverage volunteers and partnerships have resulted in the effective management and broad-based community support for Stuart Main Street's initiatives.

If awarded this opportunity, Stuart Main Street will immediately form a *Market on Main* committee with representatives from key members of Stuart's maker community:

- The Creek District merchants and board
- The Arts Council of Martin County
- Current Stuart Green Market Merchants
- The Downtown Business Association of Stuart
- Stuart Main Street

In addition to its effective working relationships, Stuart Main Street has a strong history of formal partnerships with government and non-profit organizations, including these recent agreements:

- Florida Main Street (sub-license agreement with the National Main Street Center) – Designated Main Street program continuously since 1987 and accredited program continuously since 2010.
    - Hosted Florida Main Street new program informational meeting in 2013
    - Hosted Florida Main Street annual conference in 2014
    - Hosted Florida Main Street Winter quarterly meeting in 2017
- Downtown Business Association of Stuart, Inc. – Formal promotion partnership continuously since 2012.
- Martin County Office of Marketing and Tourism – Variety of collaborative campaigns since 2015, including sponsorship of Rock'n Riverwalk summer series.
    - Seasonal marketing campaigns supporting staycations and drivecations to the Orlando and South Florida markets
    - Coastal Living "Happiest Seaside Town" 2016
    - American Planning Association Great Places in Florida 2020.
- Stuart Heritage, Inc. – Partnered in 2016, 2017, and 2018 to present the annual Stuart Heritage downtown tour as part of Historic Preservation month, acting as host organization and providing event insurance coverage and design services.
- City of Stuart – Service Agreement since 2020.

Finally, as an IRS and State of Florida recognized 501(c)3 non-profit with over 30 years experience, Stuart Main Street has implemented best practices in non-profit management. It will ensure strong leadership and oversight of *Market on Main*, including healthy accounting practices with checks and balances and regular board and committee meetings. Our membership in the National Main Street Center network gives us access to thousands of similar organizations and their proven best practices for operating similar markets in downtown settings across the country.

NEWS RELEASE

TODAY'S DATE: November 10, 2016

RELEASE DATE: IMMEDIATE

CONTACT: Thondra Lanese
772-600-1296 tlanese@ci.stuart.fl.us

Future of Historic Downtown Stuart Depends on Waterfront

Preservation and Revitalization Group, Stuart Main Street, Supports Planned Projects Building on Unique Downtown Character

STUART, FL – November 1, 2017 – What do curbside patios filled with diners, joggers winding their way around the downtown waterfront on the Riverwalk boardwalk, and weekly free concerts next to city hall and the Stuart Green Market, have to do with each other? They are all part of Stuart Main Street's unique vision for the future of Historic Downtown Stuart – a future that revolves around an active outdoor and waterfront experience for all.

The Downtown preservation and revitalization group, now celebrating its thirtieth year, has been a driving force behind Historic Downtown Stuart since 1987. Early projects included restoring Woodmen Hall and organizing a celebration of the city's 75th anniversary. "In recent years, Stuart Main Street has increasingly focused on downtown experiences that highlight the waterfront and outdoors," says Board President, Michael Houston.

- A 2011 Stuart Main Street study by Marcela Camblor & Associates, Inc. led to converting underutilized landscape islands and parking areas to outdoor dining patios
- In 2014 Stuart Main Street hosted a public input workshop to look at the Flagler Avenue peninsula. With public input, the stakeholder group supported relocation of City Hall

NEWS RELEASE

STUART MAIN STREET

TODAY'S DATE: November 10, 2016

RELEASE DATE: IMMEDIATE

CONTACT: Thondra Lanese
772-600-1296 tlanese@ci.stuart.fl.us

within the Downtown, extension of Osceola Street, and maintenance of public space on the waterfront.

- In 2015, as part of its partnership with the Downtown Business Association of Stuart, Stuart Main Street helped expand the *Rock'n Riverwalk* concert series to a year-round waterfront event. That Fall the Riverwalk extension officially opened, a new section of boardwalk connecting the Riverwalk Stage to a mini park at the foot of Colorado Avenue, thanks to a Stuart Main Street initiative to help secure riparian rights from property owners on Seminole Street to allow construction of the boardwalk extension.
- In 2017 Stuart Main Street polled over 300 community members and held two days of workshops as part of a 30 year planning exercise. The resulting community- and market-based transformation strategy focus on a Waterfront Outdoor Active approach to keeping Downtown Stuart strong.

"Now we are seeing those Stuart Main Street initiatives being matched by private developers," Houston added. This year the Stuart City Commission approved two waterfront projects on Seminole Street in Downtown Stuart. Seminole Bluff, a 20 unit luxury waterfront property featuring traditional design is slated to begin construction later this year. Hollub Investments, a mixed use project featuring just over 4,000 square feet of retail space and 20 residential units

NEWS RELEASE

STUART MAIN STREET

TODAY'S DATE: November 10, 2016

RELEASE DATE: IMMEDIATE

CONTACT: Thondra Lanese
772-600-1296 tlanese@ci.stuart.fl.us

will be built on vacant land on southeast Seminole Street. A third residential project previously approved by the city commission is now in permitting; the 49 unit residential property, Azul, will be located on the site of the former Triangle Bar.

The future of a fourth project, NorthPoint, lies in the hands of Stuart voters. The project, located on 2.6 acres of city-owned property on the St. Lucie River just north of the old Roosevelt Bridge, would include offices, a restaurant, and a retail plaza. Other plans for a boardwalk, dock, and water taxi would add connectivity to the historic downtown. At its July meeting, the Stuart Main Street board unanimously passed a motion of support for the project. A referendum vote on November 7 asks city voters if the City should sell the property for at least its appraised value, in compliance with the City's Community Redevelopment plan and providing tax relief to tax payers. Two other questions on the ballot ask if voters support long-term leases for other city-owned waterfront properties where Mulligan's Beach House and the Pelican Café are currently located.

Stuart Main Street is a 501(c)3 historic preservation-based economic development program dedicated to creating and promoting a positive downtown experience for residents, businesses and visitors. First recognized as a Florida Main Street program in 1987, Stuart Main Street uses the Main Street Four-Point Approach® as established by Main Street America and practiced in over 1600 communities across the country. Specifically Stuart Main Street works to: Build

NEWS RELEASE

TODAY'S DATE: November 10, 2016

RELEASE DATE: IMMEDIATE

CONTACT: Thondra Lanese

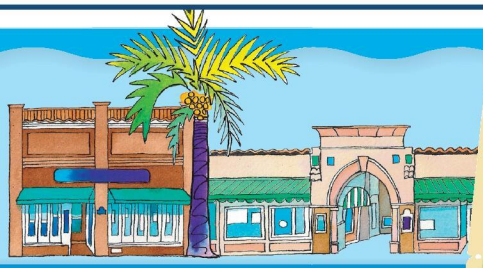
772-600-1296 tlanese@ci.stuart.fl.us

community consensus and use resources collaboratively; Maintain a distinctive appearance in keeping with downtown's Old Florida charm; Stabilize the economic environment, strengthening and retaining existing businesses and filling vacancies; and Market a positive image of the downtown through advertising, public relations and digital media, and retail and special events. Recent projects include the Shop Local | Shop Smart program, expansion of the Riverwalk to Colorado Avenue, the downtown outdoor dining platforms, and the Rock'n Riverwalk free weekly concerts. Stuart Main Street meets the second Tuesday of every month at 4:30 p.m. in the City Hall Chambers at 121 SW Flagler Avenue, Stuart. For more information, call 772-286-2848 or visit stuartmainstreet.org.

DOWNTOWN EVENTS CALENDAR

DOWNTOWN STUART

There's Always Something Happening...



SHOP *Local* SHOP *Smart*

HISTORIC DOWNTOWN STUART

Year Round Events - 2021

ROCK'N RIVERWALK
Every Sun • 1pm-4pm
Riverwalk Stage
St. Lucie Ave.
www.rocknriverwalk.com

MORNINGS ON MAIN ST.
Networking Breakfast
Last Thurs of the month in Jan/Mar/May/Jul/Sept
3rd Thurs of the month in Nov
8am-9am
Various Locations
www.stuartmainstreet.org

Annual Events - 2021

FEBRUARY

DOWNTOWN STUART ART FESTIVAL
Sat & Sun, Feb 27 & 28
10am-5pm
Osceola St.

MARCH

DOWNTOWN STUART CRAFT FESTIVAL
Sat, Mar 27 & 28
10am-5pm
Osceola St.

APRIL

SPRING SHOPAPALOOZA SIDEWALK SALE
Sat & Sun • Apr 10 & 11
10am-5pm
Various Downtown Stuart Businesses

JULY

SUMMER SHOPAPALOOZA SIDEWALK SALE
Fri & Sat • July 2 & 3
10am-5pm
Various Downtown Stuart Businesses

OCTOBER

DOWNTOWN STUART CRAFT FESTIVAL
Sat & Sun • Oct 16 & 17
10am-5pm
Osceola St.

HOBGOBLINS ON MAIN STREET
Sat, Oct 30 • 1pm-4pm
City Hall Annex Parking Lot
300 St. Lucie Ave.

NOVEMBER

FALL SHOPAPALOOZA SIDEWALK SALE
Sat & Sun • Nov 13 & 14
10am-5pm
Various Downtown Stuart Businesses

CHRISTMAS ON MAIN STREET
Fri, Nov 26 • 4pm-7pm
City Hall Annex Parking Lot, 300 St. Lucie Ave.

DECEMBER

WINTER STUART STROLL
Thur, Dec 2
4:30pm-8:30pm
Various Downtown Stuart Businesses

in "America's Happiest Seaside Town"!

To sponsor one of these events,
email director@stuartmainstreet.org

BUSINESS PLAN

Stuart Main Street is the ideal partner to work with the City of Stuart to bring an open-air artisanal market to Downtown Stuart. The City has expressed in its RFP that it envisions an outdoor marketplace incorporating food, plants, art, education, and entertainment from a variety of independent vendors in a casual event fostering both a sense of community and a shopping opportunity. The City has further expressed a desire to see this event held weekly on Sunday mornings in Downtown Stuart's Flagler Park.

In developing *Market on Main*, Stuart Main Street envisions creating an environment where local artisans will collaborate with Stuart Main Street in promoting and strengthening Downtown Stuart. Our mission is to build a more robust infrastructure for the market and provide better support and promotion to market vendors. We will accomplish these goals by nurturing entrepreneurs and allowing *Market on Main* to act as a small business incubator. Replacing vendors selling secondhand or mass-market merchandise with local makers will foster both a creative spirit and small-scale manufacturing opportunities. We believe this will diversify the market's vendor base and audience and help *Market on Main* attract new vendors and compete with other Sunday markets in the area.

Specifics of the *Market on Main* operations follow.

Proposed Project Association and Community Engagement

Market on Main will be a project of Stuart Main Street Association, Inc., a registered 501(c)3 downtown revitalization program operating in historic Downtown Stuart and physically located in the Flagler Center, adjacent to the proposed *Market on Main* location. Stuart Main Street has an over thirty-year working relationship with the City of Stuart focused on creating an active heart for the Stuart community by developing opportunities for community engagement and economic development in Downtown Stuart.

Throughout its history, Stuart Main Street has maintained a high level of community engagement. *Mornings on Main Street* has become Downtown Stuart's must-attend resource breakfast, engaging community members with downtown initiatives and connecting them to relevant information. In 2017 Stuart Main Street conducted a first-ever community poll and conversation, identifying a community demand for music, shopping, and waterfront access within a friendly, "quaint" atmosphere (see survey generated word cloud in the attachments at the end of Tab 3).

Market on Main will be a collaboration between local growers, artisans, entertainers, and educators to promote a healthy, active lifestyle while serving as an incubator for local, independent entrepreneurship. The heart of this collaboration will be the *Market on Main* committee, a steering committee consisting of representatives from current Stuart Green Market Merchants, The Creek District, The Arts Council of Martin County, The Downtown Business Association of Stuart, and others invested in promoting the City's vision for the market. This committee's objective will be to guide *Market on Main*'s operation to ensure a positive experience for vendors, performers, and attendees.

MARKET ON MAIN
DOWNTOWN STUART

BUSINESS PLAN (continued)

Group Construction, Staff, and Manager

Accountability for the leadership and operation of *Market on Main* lies with the Stuart Main Street board and staff. Resumes and or biographies appear at the end of this tab in the attachments.

- Candace Callahan, Executive Director
- Mark Brechbill, President
- Mike McCarty, Vice President and Design Committee Chair
- Brian Ake, Treasurer
- Patty McAuley, Secretary and Organization Committee Chair
- Terry McCarthy, Board Member and Economic Vitality Chair
- Paul Nunley, Board Member and Promotion Committee Chair
- Rick Miller, Board Member and Communications Subcommittee Chair
- Jeff Bowers, Board Member
- Kim Capen, Board Member
- James Carroll, Board Member
- Joe Flanagan, Board Member
- Jim Hatch, Board Member
- Debbi Walsh, Board Member
- Mike Houston, Ex-Officio Board Member (Past President)
- Jordan Pinkston, Ex-Officio Board Member (City of Stuart Representative)
- Nik Schroth, Ex-Officio Board Member (Community Redevelopment Board Representative)

MARKET ON MAIN
DOWNTOWN STUART

BUSINESS PLAN (continued)

In addition to the existing board leadership and staff support, Stuart Main Street anticipates hiring a Market on Main manager to ensure positive vendor relationships and prompt, efficient addressing of vendor and visitor concerns. This person will be responsible for:

- Vendor management, including vetting and registration, agreements and payment, and complaints and concerns.
- Day of event logistics, including event set up, break down, trash removal and facilities maintenance, vendor load-in, load out, signage, event staff management, and volunteers.
- Financial management of *Market on Main*, including budgeting, contracts, fee collections, payment authorization, and coordinating with contract bookkeeping and accounting services.
- Staff support to the *Market on Main* steering committee and reporting to the Stuart Main Street board and staff.
- Strategic oversight of *Market on Main*, including community engagement, marketing and promotion, vendor development, and day-to-day operations.

Stuart Main Street anticipates the following staff and volunteer time commitments to the operation of *Market on Main*.

- Full-time Executive Director – Twelve (12) hours a week
- Part-Time Staffer – Nine (9) hours a week
- Professional Staff – Five (5) hours a week
- *Market on Main* Steering Committee Volunteers (Seven Members) – Forty-Nine (49) hours a month

MARKET
ON MAIN
DOWNTOWN STUART

BUSINESS PLAN (continued)

Accessibility and Hours of Operation

Market on Main will be on the St. Lucie River waterfront in Flagler Park in Downtown Stuart. Vendor load-in and load-out will be from the loop road at the Flagler Center. Operations will be managed from the Stuart Main Street office immediately adjacent to the Flagler Center market at 201 SW Flagler Avenue, Stuart, FL 34994.

Market on Main will maintain an office in the Flagler Center available Sundays from 6:00 am to 3:00 pm to accommodate vendor and visitor needs. In addition, the Flagler Center is typically open Monday-Friday, 9:00 am to 5:00 pm. Contact information for Stuart Main Street and the Flagler Center follows:

Stuart Main Street

- Phone: 772-286-2848
- Email: info@stuartmainstreet.org

The Flagler Center

- Phone: 772-237-7124
- Email: info@flaglercenter.org

Market on Main

If awarded this opportunity, we will create a new email address for *Market on Main*: market@stuartmainstreet.org.

Best Practices: Vendor Support, Safety, and Promotion

Our membership in the National Main Street Center network gives us access to thousands of similar organizations and their proven best practices for operating markets in downtown settings across the country. This gives Stuart Main Street an unparalleled opportunity to develop tools and programs to support *Market on Main* vendors and visitors. If awarded this opportunity, Stuart Main Street will contact downtown markets across Florida and the United States for best practices to develop programs specifically tailored to the unique environment of *Market on Main* and Downtown Stuart's Flagler Park, including:

- Vendor Management with specific materials and tools to improve our online platform and vendor materials allowing online application and payment for an efficient, vendor-friendly experience.
- Safety and Accident Prevention planning to protect vendors and visitors from both hazards and public safety events.
- Multi-channel marketing across radio, print, social and other digital media to increase attendance, maximize awareness of existing vendors, and attract new vendors.

BOARD & STAFF BACKGROUND

Candace Callahan, Executive Director
Candace graduated from Indian River State College and Florida Atlantic University with a focus in Business and Marketing. She has worked in nonprofit for more than 10 years, having previously worked as the Corporate Gifts Officer for the Humane Society of the Treasure Coast and as the Executive Director for the Young Professionals of Martin County. Candace's proven leadership skills have nurtured her ability to drive fundraising success.

Mark Brechbill, President
Mr Brechbill is a Certified Public Accountant and the owner of Mark Brechbill, PLLC, a CPA firm located in Stuart for the last 25 years. He was one of the founding members of the Kiwanis Club of Martin County, and a previous member of the Kiwanis Club of Stuart and he has served on Stuart Main Street's board for more than 8 years. Mr Brechbill's experience includes significant audit and tax planning and preparation for Non-Profits, as well as setting up and chartering new Non-Profits.

Mike McCarty, Vice President & Design Chair
Mike McCarty is the principal and owner of McCarty & Associates Land Planning and Design LLC. Over his career, he has experienced a wide variety of complex projects both public and private. He has been instrumental in implementing sound planning practices and innovative design strategies to create sustainable communities. He strives to improve the social fabric, environmental health and esthetics of our communities throughout Florida. Mr. McCarty provides site planning, comprehensive planning, land planning services ranging from conceptual studies and design to policy planning, and land entitlement. He is experienced in all aspects of site design, regulatory compliance implementation and urban and regional planning. The company also provides landscape architecture and civil engineering services for both public and private clientele.

Brian Ake, Treasurer
Brian obtained his BS in finance from the University of North Carolina at Wilmington in 2007. Brian has worked in the financial industry locally since 2010, now working for a private firm in downtown Stuart. Brian lives in the Stuart area with his wife, Maureen, and his two active children. In his free time, Brian enjoys staying active by playing golf, softball, and tennis. He is active in the community as part of local chambers of commerce and served on the board with the Young Professionals of Martin County. He also enjoys volunteering and giving his time where and whenever he can.

Patty McAuley, Secretary and Organization Chair
Patty McAuley is the Vice President of Banking Center Manager at Seacoast Bank in Stuart, Florida. She has been a part of the Seacoast Team for Twenty Years and has been in the banking industry for the past Thirty-Three. She is a resident of Jensen Beach where she lives with her Husband and two sons. She is an advocate for all things Stuart and she has been an engaged Board Member on the Stuart Main Street Board for the past 14 years.

Terry McCarthy, Economic Vitality Chair
Mr. McCarthy is a shareholder with McCarthy, Summers, Wood, Norman, Melby & Shultz P.A. attorneys at Law. Mr. McCarthy has been practicing law since 1973 specializing in Real Estate, Land Development, Rezoning and Permit use, Real Estate and Commercial Contracts. He has been a committed long serving board member of many nonprofits along the Treasure Coast.

Paul Nunley, Promotion Committee Chair
Paul has lived in the Stuart area since 1979 getting involved in our local community by serving on the board for the Arts Council of Martin County, The Downtown Business Association and Stuart Main Street. He is a Financial Advisor AAMS and has had his business in downtown Stuart since 2014.

BOARD & STAFF BACKGROUND (continued)

Rick Miller, Communications Chair
Rick Miller is the owner of Treasure Coast Multimedia, a Video Production Company in Downtown Stuart. Rick has owned Treasure Coast Multimedia since 2005, and has been a SMS Board Member since 2010.

Jeff Bowers, Board Member
Jeffery A. Bowers is the owner and CEO of Masterpiece Design Build. Masterpiece is a full service General Contracting firm specializing in the Design/Build of custom homes, major residential renovations and additions along with commercial projects. Masterpiece has built its reputation on quality and integrity–doing the right thing for the client. Jeff is a property owner within the downtown and serves on several local nonprofit boards.

Kim Capen, Board Member
Kim Capen is Associate Publisher of Indian River Magazine , Fort Pierce Magazine , and Treasure Coast Business Journal and Publisher of Port St Lucie Magazine and a new City magazine coming to the Stuart area. She has an Articulate and visionary professional career in magazine publishing for more than 3 decades and has lived in the area since 1963.

James Carroll, Board Member
James Carroll has worked with in various nonprofit and political organizations. With a focus on fundraising, public relations, and business development, he now serves as Economic Coordinator for the Business Development Board of Martin County. Outside of work, he is active with Big Brothers Big Sisters and Young Professionals of Martin County.

Joe Flanagan, Board Member
Joe has lived in Stuart since 1988 when he became the band director at South Fork High School and remained there for 12 years. After that, he was an administrator for 19 year at Dizzy Gillespie Charter School, Crystal Lake Elementary, Spectrum, Martin County Schools Transportation, and Anderson Middle School now retired after 39 years in education. He attended University of Florida, Troy State (AL), Georgia Southern, and Florida Atlantic receiving Bachelor's, Master's, and Ed Leadership certification. Joe and his wife of 39 years raised two sons who now live in Stuart and Jensen Beach.

Jim Hatch, Board Member
Jim Hatch is a 6th generation Floridian having lived in the Stuart area for 30 years. Jim has served as a board member of Main Street for more than 7 years. And he owned his real estate practice for more than 35 years. Debbi Walsh- Board Member- Debbi moved to Sunny Stuart in 1989. And has a real estate office in downtown Stuart. She serves on the Board of Directors for the Creek District and now serves on the Stuart Main Street board.

COMMUNITY SURVEY RESPONSES

MARKET
ON MAIN
DOWNTOWN STUART

PRICE PROPOSAL

With this proposal, Stuart Main Street seeks to address two critical financial aspects of the Downtown market: the projected operational budget and a reinvestment plan to ensure proceeds from the market benefit the City of Stuart in general and specifically Downtown Stuart.

Projected Budget

Stuart Main Street developed this budget based on extensive history managing events in Downtown Stuart and budgets for comparable events already under our management. We also considered current vendor participation at the Stuart Green Market and the license agreement between the Stuart Green Market and the City of Stuart. We have projected only the first year of operation, as we intend to explore diversified revenue streams and incremental increases in vendor fees in year two and beyond.

Income

Vendor Fees	Based on an average of forty (40) vendors at $25 per vendor per week.	$ 1,000.00	$ 52,000.00
Additional Event Revenue	Sponsorships, donations, and grant revenue collected monthly.	$ 1,000.00	$ 12,000.00
		Total:	$ 64,000.00

Expense

Insurance	Incremental cost based on increased annual expense of existing Stuart Main Street coverage.	$ 1,000.00	$ 1,000.00
Accounting Services	Billed monthly.	$ 85.00	$ 1,020.00
Professional Services	Billed monthly.	$ 600.00	$ 7,200.00
Staff & Management	Stuart Main Street Executive Director and *Market on Main* Staff, billed weekly.	$ 400.00	$ 20,800.00
Advertising & Promotion	Print, radio, and social media buys contracted annually.	$ 7,500.00	$ 7,500.00
Lease	Annual Lease Agreement with City of Stuart	$ 1,500.00	$ 1,500.00
Entertainment	Weekly booking fees	$ 200.00	$ 10,400.00
Print Materials	Maps, event signage, banners produced annually.	$ 2,000.00	$ 2,000.00
Merchant Services	Annual credit card readers and processing fees and website vendor management tools,	$ 200.00	$ 200.00
Supplies	Miscellaneous materials, allocated annually.	$ 500.00	$ 500.00
Site Management Supplies	Cones, barricades, and signage not included in the City of Stuart Lease Agreement, allocated annually.	$ 200.00	$ 200.00
Business License and Fees	Annual business license and fees expenses	$ 500.00	$ 500.00
		Total:	**$ 52,820.00**

EXPENSES	**$ (52,820.00)**
GROSS INCOME	**$ 64,000.00**
NET INCOME	**$ 11,180.00**
INFRASTRUCTURE REINVESTMENT (20% of NET INCOME)	**$ 2,236.00**

REINVESTMENT STRATEGY

As an IRS-recognized 501(c)3 charitable organization, Stuart Main Street benefits the City of Stuart through the revitalization and historic preservation of Downtown Stuart. It specifically supports the City, its residents, visitors, and businesses through design, economic vitality, and promotion programs. However, we believe that our partnerships with the City, particularly those making long-term use of City facilities like Flagler Park, should also include an element of reinvestment to enhance those facilities.

As an example of this reinvestment philosophy, in 2020, Stuart Main Street agreed to lease Flagler Center from the City of Stuart as professional offices and event space. Although the coronavirus pandemic dramatically impaired Stuart Main Street's ability to develop revenue from the facility, we have made over $90,000 in renovations and improvements to the Flagler Center and have plans in place for more.

With *Market on Main*, Stuart Main Street will continue this pattern of focused direct reinvestment. We will dedicate twenty percent of the net income from *Market on Main* to improve Flagler Park's infrastructure and create an enhanced market environment.

MARKET
ON MAIN
DOWNTOWN STUART

ALTERNATE PAYMENT METHODS

As Downtown Stuart's primary economic development organization, Stuart Main Street recognizes that *Market on Main* vendors are not just event vendors but micro-businesses. Downtown businesses such as the internationally recognized chocolatier, Castronovo Chocolates, and fresh baker, Importico's Bakery, are examples of event vendors' path to brick-and-mortar storefronts and production facilities. Stuart Main Street is committed to vendors' development on this path to entrepreneurship.

An essential resource for these developing businesses, particularly during COVID-19, is offering market patrons alternate shopping platforms and payment options. Stuart Main Street is currently in the process of the following:

- Polling current market vendors regarding their digital platform and payment needs to determine likely participation levels and prioritize resource development.
- Redesigning the existing Stuart Main Street website to welcome vendor registration and offer an e-commerce portal for *Market on Main* vendor sales.
- Consulting counterparts throughout the Main Street network to identify resources for implementing SNAP, EBT, and other assistance payments.

Stuart Main Street believes offering these resources will provide better service to the residents and the market community and attract new vendors.

MARKET
ON MAIN
DOWNTOWN STUART

INSURANCE

Stuart Main Street agrees to provide all insurance coverage as described in RFP #2021-203. We will secure any additional coverage required before entering into a contract with the City to operate *Market on Main*.

Proof of current coverage naming the City of Stuart as additional insured appears in the attachments at the end of Tab 6.

MARKET
ON MAIN
DOWNTOWN STUART

LIABILITY INSURANCE CERTIFICATE

ACORD

STUAMAI-01

OWITTELSBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Maury, Donnelly & Parr
24 Commerce St.
Baltimore, MD 21202

CONTACT NAME:
PHONE (A/C, No, Ext): (410) 685-4625
FAX (A/C, No): (410) 685-3071
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Services, Inc	20494
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Stuart Main Street
P.O. Box 3035
Stuart, FL 34995

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		4025911980	4/13/2021	4/13/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Stuart is an Additional Insured.

CERTIFICATE HOLDER

City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ADDITIONAL INSURED CERTIFICATE

POLICY NUMBER: 4025911980

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Stuart Main Street P.O. Box 3035 Stuart, FL 34995
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

OTHER INFORMATION

Stuart Main Street has an unparalleled performance record presenting Stuart's best-loved, longest-running, and largest Downtown events. We have in-depth experience ensuring smooth interaction between multiple simultaneous events and multi-venue events. We also have a long-running partnership with the Downtown Business Association, coordinating events in public spaces and Right of Way with downtown facilities and businesses.

Community Event Coordination History

Starting with its first community-based fundraising event, Dancin' in the Streets, in 1987, Stuart Main Street has successfully managed most of Downtown Stuart's signature events, including:

- *Dancin' in the Streets*
- *The Stuart Christmas Parade*
- *Stuart July 4 celebrations and Star Spangled Stuart*
- *Rock'n Riverwalk*
- *Christmas on Main Street*
- *Hobgoblins on Main Street*
- *Shamrock Fest*

Event and Multi-Venue Logistics

Holding even small events in the public Right of Way requires meticulous attention to detail and awareness of potential impacts on everything from parking and traffic flow to waste management. Managing multiple-venue events or simultaneous events held by multiple organizers also demands intensive communication coordination to ensure public safety and enjoyment.

- *Stuart Green Market/Rock'n Riverwalk* – Ensure seamless coordination between two signature Sunday events in Downtown Stuart. When the *Stuart Green Market* operated at the City Hall Annex, Stuart Main Street coordinated shared venue space, facilities, and vendors while managing parking and traffic impacts.
- *Downtown Stuart Art Festival-Spring Craft Show-Fall Craft Show/Rock'n Riverwalk/Stuart Green Market* – These weekend art and craft events bring thousands of attendees to Osceola Street, requiring additional coordination with overlapping Sunday events on the Riverwalk Stage and Flagler Park.
- *Dancin' in the Streets* – Encompassing four outdoor stages and an indoor venue and utilizing blocks along five streets and the waterfront, this gated event required added security elements in addition to intensive event logistics.
- *Star Spangled Stuart/Rock'n Riverwalk* – Downtown Stuart's largest community event required facilitating multiple promoters and stages in a collaborative effort extending from the Riverwalk Stage to the Riverwalk boardwalk past privately operated City-owned venues and throughout Flagler Park, as well as a barge-launched fireworks display.

OTHER INFORMATION (continued)

Business and Resident Communication and Engagement

Acting as the Stuart Main Street Promotion Committee, Stuart Main Street and the Downtown Business Association of Stuart have had a formal promotion partnership since 2012. Together, the two organizations host:

- Community Events – *Christmas on Main Street* tree lighting festival and downtown holiday events, *Hobgoblins on Main Street* family fall festival
- Art Festivals – *Downtown Stuart Art Festival, Spring Craft Show, Fall Craft Show*
- Musical Performances – *Rock'n Riverwalk* year-round, weekly outdoor concert series
- Retail Events – *Spring Stroll, Shopapalooza Spring Sidewalk Sale, Fall Stroll, Shopapalooza Fall Sidewalk Sale*

Through this partnership, Stuart Main Street ensures timely, relevant communication with Downtown Stuart's residents and businesses, increasing community engagement and minimizing potential negative impacts.

During the COVID-19 pandemic Stuart Main Street partnered with the Downtown Business Association, with support from the Martin County Tourism Department, to launch a promotional campaign to encourage and support our small downtown businesses called, 'Downtown Dollars'. The program launched September 1, 2020 and ended October 31, 2020. 100% of this program went to the businesses generating $10,000+ in economic support.

ADDENDA

City of Stuart

Date: April 12, 2021

To: Prospective Bidders

Subject: **Addendum #2 to RFP# 2021-203: Stuart Market**

ADDENDUM #2

The purpose of this addendum is to provide clarification to questions submitted by prospective bidders:

1. **Question:** If we are an S-Corp, but not listed as any of the business specified in the first addendum question #1 are we qualified to submit?

   Answer: The entities listed in the description below (provided in addendum #1 as well) are the types of businesses being sought by the City Commission. However, does not exclude others from submitting.

   2.5. Organization Status:
   Profit or Not-for-Profit The following entities are eligible to apply: Agricultural business; agricultural cooperatives; producer networks; producer associations; non-profit corporations; public benefit corporations; economic development corporations; food councils; regional Stuart market authorities

All other terms and conditions of this RFP remain unchanged.
This Addendum shall be considered an integral part of the RFP and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on April 15, 2021** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Analyst

Acknowledge is hereby made of Addendum #2 to RFP #2021-203 Stuart Market

C Callahan
Signature

Stuart Main Street
Firm

4/14/21
Date

director@stuartmainstreet.org
Email Address

Addendum #2 to RFP #2021-203: Stuart Market Page 1

DRUG-FREE WORKPLACE

Stuart Main Street agrees to provide proof of our 'Drug Free Workplace' policy as described in RFP #2021-203. We are working to secure the necessary certifications and documents required before entering into a contract with the City to operate Market on Main.

PART 5 – FORMS

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Mark Brechbill, Stuart Main Street President
(Individual's Name)

Of Stuart Main Street
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/14/21
Date

Signature

PUBLIC ENTITY CRIMES FORM

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Stuart Main Street
Company Name

Signature

Mark Brechbill, Stuart Main Street President
Name and title (Print or Type)

4/14/21
Date

CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____✓_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Stuart Main Street

Company Name

Signature

Mark Brechbill, Stuart Main Street President

Name and title (Print or Type)

4/14/21

Date

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Michael J. Mortell

Title of Item:

AMENDMENT TO HUDSON'S ON THE RIVER LAND LEASE (RC):

RESOLUTION No. 51-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

After the Commission approved the assignment of the Pelican Cafe lease to Hudson's, a site plan was submitted and a long term land lease was entered between the City and Hudson's which included significant financial improvements by the tenant. The tenant has run into delays including difficulties due to Covid 19. In addition, the South Florida Water Management Board required the ground floor of the restaurant to be raised approximately 22 inches. This resulted in significant excavation as well as a redesign which required the dining areas to raised as well. In order to comply with access to the elevated decks, the tenant proposed extending the deck into the park and provide stairs to enter from near the board walk. The deck area in the park will not be exclusive to Hudson's and instead will be a public area that can be used for public speaking engagements, etc. It will be separated from the leased area by a low fence and gate. In addition, due to the extensive costs and delays associated with the improvements, the tenant is seeking an extension to the construction period which would make the first rental payment due on September 1, 2021. In addition, the tenant is also seeking two additional 10 year options. If the Commission grants the additional options to the lease, an appraisal would be required prior to allowing the tenant to exercise the first of the two options.

Therefore, the proposed addendum requires the rent to start on September 1, 2021 or upon receipt of a Certificate of Occupancy which ever is sooner rather than the initial date of September 1, 2020.

There is also an attachment to the lease which shows a site plan and the Flagler Park border.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution 51-2021 authorizing the Mayor to execute an amendment to the Hudson's land lease.

ATTACHMENTS:

Description	Upload Date	Type
R51-2021 Amendment to Hudson's Land		Resolution add

🗋	Lease	5/3/2021	to Y drive
🗋	Amended Lease May 3 2021	5/3/2021	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 51-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSESS.

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida entered a long-term lease with Hudson's on the River located at located at 351 SW Flagler Avenue; and

WHEREAS, the Tenant is seeking an additional two ten year options to be added to the end of the lease to properly allow the tenant to absorb the costs of the improvements incurred due to the raising of the floor level and dining areas.

WHEREAS, the Tenant is also seeking an extension to the construction period to due to delays caused by COVID 19 as well as unanticipated conditions such as the hotel and construction debris found underground when clearing the site.

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

SECTION 1: The CITY COMMISSION authorizes the Mayor to execute an Amendment to land lease for the operation of a restaurant as an ancillary use to Flagler Park with Hudson's on the River.

SECTION 2: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and 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:

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

ADOPTED this _____ day of MAY _, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

ABSOLUTE NET
NON-SUBORDINATED LEASE
Flagler Park
Restaurant property

LESSOR:
CITY OF STUART, FLORIDA

and

LESSEE:

Hudson's on the River, LLC

Dated as of April 27, 2020
(amended July 27, 2020)
(second amendment May 3, 2021)

Stuart document center

ABSOLUTE NET NON-SUBORDINATED LAND LEASE
(Flagler Park Ancillary Restaurant)

TABLE OF CONTENTS

EXHIBITS

"A" Land Survey of Leased Property and Legal Description

"B" Conceptual Site Plan

"C" Site Plan of Relocation of Storm Water Drainage System and Retention Area

ABSOLUTE NET NON-SUBORDINATED LAND LEASE
(Flagler Park Ancillary Restaurant)

THIS ABSOLUTE NET NON-SUBORDINATED LAND LEASE (the "Lease"), executed on the dates hereinafter set forth and commencing on the date provided herein, between CITY OF STUART, a Florida municipal corporation ("Lessor", "City", or "Stuart City Commission", as appropriate), and HUDSON'S ON THE RIVER, LLC, a Florida limited liability company ("Lessee", or "Hudson's", as appropriate), for the following uses and purposes:

RECITALS

WHEREAS, on October 28, 2019, the Stuart City Commission, entered into a lease agreement with the Pelican Café, L.L.C, a Florida limited liability company ("Pelican Café"). Said agreement included an assignability clause which also authorized the City to renegotiate the rental payments due to the City for the balance of the lease term; and

WHEREAS, Hudson's has entered into an assignment agreement with the Pelican Café conditioned upon reaching amicable terms with the City of Stuart; and

WHEREAS, the City and Hudson's have agreed to enter into a new lease which will replace the lease with the Pelican Café and will be the controlling document hereafter.

WHEREAS, the City, as fee simple title owner of the Property, desires to lease the Property to Hudson's to be operated as a restaurant as an ancillary use to the Flagler Park; and

WHEREAS, HUDSON'S has approved this Lease, and authorized and directed its execution by the duly Authorized Representatives of, and on behalf of, HUDSON'S, as Lessee.

WHEREAS, HUDSON'S and the CITY hav reviewed the FRDAP grants for the boardwalk, parking area and Flagler Park. The parties to this lease agree to remain in compliance with the FRDAP grants and all improvements will take place outside of the boundary map for Flagler Park that is attached to the FRDAP grant for Flagler Park.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are true, correct, and incorporated into this Lease.

2. DEFINITIONS. Capitalized terms used in this Lease shall have the following definitions:

2.1. "Gender" As to each of the following definitions, use of the masculine gender shall be considered and construed to include correlative words of the feminine and neuter genders.

Unless the context shall indicate otherwise, the singular shall include the plural as well as the singular number.

2.2. "Act" or "Action" means any lawful action taken by the Stuart City Commission or the SCRA, as duly authorized in Chapter 163 or Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and the ordinances and resolutions of the City.

2.3. "Absolute Net Rent" means this Lease (that is sometimes colloquially called a "triple net lease") in which the Lessee pays rent, plus all of the costs of ownership and operation, including but not limited to insurance, real estate taxes, repair and replacement, cleaning, and utilities. All obligations of the lessee under the terms of this document shall be deemed as a rental obligation regardless of the description or location in the agreement.

2.4. "Additional Rent" means any additional obligation of the Lessee to reimburse the Lessor for sums paid on behalf of the Lessee for all taxes when due or insurance premiums, when due, and as required to be maintained by the Lessee during any Term of this Lease. It shall also mean any other sum that is due to the Lessor from the Lessee as a result of its default, including but not limited to sums paid on behalf of the Lessee, and Lessor's reasonable attorneys' fees and costs.

2.5. "Authorized Representative" means the natural or corporate Person or Persons designated and appointed from time to time as such by either party.

2.6. "Building Construction Plans" means the plans and specifications submitted by the Lessee and approved by the City that conform to the requirements of the Florida Building Code, and when approved, are satisfactory for the details of construction of the structures on the Property which, upon the final inspection and approval by the Building Official shall become the Leasehold Improvements.

2.7. "Building Official" means that Person or those Persons authorized under City's ordinances and the Florida Building Code to perform building inspections and issue on behalf of the City of Stuart a Certificate of Occupancy, a Temporary Certification of Occupancy, or a Certificate of Completion, as provided by law.

2.8. "Building Permit" means for all or each part of the Leasehold Improvements to be constructed on the Leased Property, any permit, including demolition or foundation only permits, issued by the City of Stuart as the governmental authority having jurisdiction over construction on the Property.

2.9. "Existing Improvements" means the buildings, structures, and any other improvements located on the Leased Property prior to the execution of the Lease.

2.10. "Improvements" means collectively the Existing Improvements and the Leasehold Improvements.

2.11. "Leasehold Interest" means the Lessee's interest under this lease as well as any equitable interest in the Leased Property, the Leasehold Improvements, and all easements and rights appurtenant thereto, as provided by this Lease and applicable law.

2.12. "Leasehold Improvements" means the improvements constructed by or on behalf of the Lessee on the Leased Property, including, all structures on and improvements to the Leased Property.

2.13. "Leased Property" or "Property" means the real property described and depicted in Exhibit "A".

2.14. "Major Alteration" means any addition, alteration, change or improvement to the exterior of any of the Leasehold Improvements that constitutes a substantial deviation from those depicted on the plans and specifications of the Leasehold Improvements approved by Lessor, provided, however, such term shall not include periodic maintenance activities such as replanting or replacing of landscaping, repainting exteriors and replacing damaged, worn or obsolete fixtures, or replacing approved signage.

2.15. "Rent" means all rent, as the case may be, as provided in Article 6, together with all taxes due and owing on the Property or the Lease; all unpaid liability or casualty insurance premiums as described in the Lease; all other financial responsibilities of the Lessee pursuant to the terms herein and any late rent that is due and owing.

3. LEASE.

3.1. The Lessor leases to the Lessee, and the Lessee accepts from the Lessor, the Leased Property upon and subject to the terms of this Lease. Lessee accepts the Property in "AS IS" and "Where IS" condition, without any warranties express or implied.

4. USES.

4.1. Construction and Maintenance. Subject to the terms and conditions of this Lease, Lessee shall use the Leased Property for the operation of a restaurant that shall serve as an ancillary use for the Flagler Park recreation area.

4.2. Maintenance. The parties agree that this is a long-term land lease and the Lessee shall be responsible for all maintenance and repair (and expenses relating to such maintenance or repair) of the Improvements and any landscaping located on the Leased Property, with the exception of any maintenance or repairs of the seawall located on or adjacent to the Leased Property which will be the sole responsibility of Lessor.

4.3. Public Park. The parties acknowledge that this restaurant is an ancillary use for the Flagler Park and therefore, all common areas outside must remain open to the public during normal operating hours without restricted or conditional access. The Florida Recreational Development Assistance Program entered an agreement with the City of Stuart on September

7, 2001 for the development of Flagler Park Pursuant to the terms of the grant agreement, the land described in the grant will remain in compliance with the Florida Administrative Code 62D-5.059 and therefore land which is developed with FRDAP funds shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public.

4.4. The parties to this agreement recognize that Hudson's will be located at Flagler park and operate as an ancillary use thereto. However, notwithstanding anything to the contrary set forth in Section 4.3 above, Hudson's shall have the right to make final operational decisions and therefore shall have the right to refuse service or accommodation so long as it doesn't violate any civil rights in exercising such discretion.

5. LEASE TERM.

Initial Term. The Initial Term of this Lease shall commence on May 1, 2020 and shall continue for a period of Ten (10) years ("Initial Term"). The Lessee shall have Two (2) options to extend the Lease. Each option to extend shall be for an additional term of ten (10) years (each additional Ten (10) year term may be referred to hereinafter as an "Option Term" and they may be collectively referred to hereinafter as "Option Terms") for a potential total term of Thirty (30) years. At the end of the original lease as set forth above, the Tenant shall be entitled to two additional options for a term of ten (10) years each. Prior to the expiration of the original lease terms, the parties agree that the Tenant will pay for an appraisal to determine the fair market value of the property at that time. Unless Lessee delivers written notice to Lessor at least Ninety (90) days prior to the expiration of the Initial Term or any additional option referenced herein indicating that Lessee is electing to exercise the next option to extend the Lease for the Option Term, Lessee shall be deemed to have waived the option to extend the Lease and the Lease shall end at 11:59 on the last day of the Lease Term.

6. ABSOLUTE NET RENT.

6.1. It is the intent of the parties that this Lease shall provide for Absolute Net Rent. In addition to any "rent" payments and beginning on the Lease Commencement Date, continuing throughout the Lease Term, Lessee shall pay, before they become delinquent, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof, and any and all Sales or Use Taxes due on Rent to the Lessor from time to time by any lawful taxing authority, whether Federal, State, Municipal, School or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the commencement date. In consideration of the warranties, representations and covenants made by Lessee in this Lease, Rent payable under this Lease shall be as follows:

6.1.1. **Initial Rent.** For the period commencing on September 1, 2021or on the first day of the month after issuance of a Certificate of Occupancy, whichever occurs sooner ("Rent Commencement Date") and ending on the day before the second anniversary of the Rent

Commencement Date, the "Initial Rent" described in this paragraph shall take the place of the "Base Rent" and "Additional Monthly Compensation". The parties agree that the initial rent shall begin at $1,965.00 per month plus sales tax. Lessee shall also pay to the City as additional rent, the sum equal to three percent (3%) of the gross sales, not including sales tax, if any. The additional rent shall be determined on a monthly basis and shall be due and payable to the City on or before the fifteenth day of each month. Along with the rent payment, the Lessee shall furnish a fully executed copy of the monthly Sales and Use Tax Return (DR-15CS), as submitted to the Florida Department of Revenue. The first initial rental payment shall be due on September 1, 2021 or on the first day of the month after issuance of Certificate of Occupancy, whichever occurs sooner. . Then, beginning on the second anniversary of the Rent Commencement Date, the initial rent shall cease and the parties agree that the Base Rent shall be due.

6.1.2. Base Rent: Commencing on the second anniversary of the Rent Commencement Date (Base Rent shall become due 24 months after the date on which the initial rent shall become due) and continuing on the first day of each month throughout the term of this Lease (including any Option Terms), Lessee shall pay to Lessor, at the address set forth for notices under this Lease or at such other address as Lessor shall from time to time designate by notice given to Lessee as hereinafter provided as rental for the Leased Premises, in lawful money of the United States of America, a monthly rent payable in advance in the minimum amount of Six Thousand, Five Hundred and 00/100 Dollars ($6,500.00) plus applicable state sales tax or any other tax as may be hereinafter enacted and applicable to the rental revenue of this lease.

6.1.3. Additional Monthly Compensation: In addition to the base rent, commencing on the second anniversary of the Rent Commencement Date, Lessee shall be responsible to pay Landlord additional rent equal to three percent (3%) of Lessee's gross sales in excess of One Million, Five Hundred Thousand and no/100 Dollars ($1,500,00.00) per year, not including Florida Sales and Use Taxes collected, if any, derived from the Leased Premises. Said gross sales shall be determined on a monthly basis and shall be due and payable to Landlord on or before the fifteenth day of the following month during which it has been determined that the annual gross sales have exceed One Million Five Hundred Thousand Dollars. Unless otherwise agreed in writing, the annual calculation shall begin on January 1 of each year and end on December 31. Along with the rent payment, the Lessee shall furnish a fully executed copy of the monthly Sales and Use Tax Return (DR-15CS), as submitted to the Florida Department of Revenue.

6.1.4. Late Fee: The base rent is due no later than the first day of each month. Any base rent not tendered by the lessor by 5:00 pm on the fifth day of the month is deemed late. A late fee of 5% of the monthly base amount will be payable as a late fee when rent is paid after the fifth day of each month.

6.1.5. Rent Index: The rent shall be adjusted on September 1 each year using the Consumers' Price Index for All Items in Miami-Fort Lauderdale (Series CUURA320SA0) and the new adjusted rent shall be due on the first day of October each

year, provided that annual base rent shall never increase by more that three percent (3%) of the prior year's annual base rent. Notwithstanding anything to the contrary set forth in the preceding sentence, the rent index shall not apply to the first five years and shall begin on October 1, 2025.

6.1.6. In the event that the government prohibits the operation of the Lessee's restaurant, then the Lessee shall be entitled to a pro rata credit from the Base Rent for each day the government prohibits the business from being open. The Lessee shall remain responsible for all other expenses described in the Lease, including but not limited to the taxes, insurance and maintenance.

6.2. Real Estate Taxes. The City shall forward the Real Estate/ Ad Valorem tax bill to the Lessee at the address described in this lease within 30 days of receipt of same. The Lessee must pay the entire balance due no later 60 days after receipt of the Tax Notice or December 31, whichever is sooner. If the Lessee fails to pay the bill, the City shall have the right to pay the bill in full and the Lessee shall then owe the City, as additional rent, the amount paid by the City. The amount owed to the City shall be due to the City on the day on which the City's payment has been made and the Lessee shall owe interest at 10 percent per annum on the outstanding balance. If the balance isn't paid to the City in full within 14 days after the date on which the City pays the amount due, the City shall also have the right to terminate this agreement for breach. Notwithstanding anything to the contrary, the parties agree that the Lessee shall be responsible for the taxes, maintenance and insurance for the entire 2020 calendar year.

6.3. Rent Payments. Payments of Rent shall be paid monthly to "The City of Stuart" or its assignee, in accordance with provisions this Section 6.

6.4. Additions to Rent. All unpaid insurance and tax payments and any taxes, fees described or yet to be implemented required herein shall be considered as additional "rent," and it shall be the responsibility of the Lessee to assure prompt payment by the Lessee, when due, of the same.

7. CONSTRUCTION OF LEASEHOLD IMPROVEMENTS AND DAMAGES.

7.1. Construction to comply with Codes. Upon issuance of a Building Permit by the City, the Lessee shall commence construction of the Leasehold Improvements in accordance with the plans and specifications approved by the Lessor, and in accordance with the procedures set forth in this Article 7, and the Florida Building Code. All costs of any demolition of the Existing Improvements, and all costs of construction of the Leasehold Improvements shall be borne by, and timely paid for, by the Lessee.

7.2. In the event that the Lessee is unable to obtain a permit or operate the business in the manner intended within this Lease, the Lessee shall have the right to rescind this agreement. This right of rescission must be exercised in writing prior to March 1, 2021 and is limited to the

inability to construct the Leasehold Improvements as described in the conceptual site plan attached hereto as Exhibit "B" or the inability to obtain a 4COP-SFS liquor license

7.3. Lessee's Right to Contract. Lessee shall have the right to enter into separate contracts and agreements for the construction, use, and maintenance of the Leasehold Improvements. At least fourteen (14) days prior to any demolition, or construction in the public rights of way, or on Leased Property which will impact any public space in the park or parking lot, the Lessee shall coordinate directly with the City's Public Works Director or his designee. The Lessor shall not be liable to any contractor, or material provider, for any fee, or cost incurred by the Lessee.

7.4. Major Alteration of Leasehold Improvements. In the event Lessee plans to make any demolition, alteration, or change in or to the Leasehold Improvements that constitutes a Major Alteration, the proposed plans and drawings for said proposed Major Alteration shall be submitted to the Lessor for its approval which will not be unreasonably withheld or delayed by Lessor. Notwithstanding the foregoing, Lessee shall be allowed to (i) raise the ground floor of the existing building in order to comply with flood plain regulations promulgated by South Florida Water Management District, and (ii) raise the roof and walls of the existing building by an amount equal to the amount that the floor needs to be raised, provided that Lessor obtains all required building permits from any governmental agencies.

8. OWNERSHIP OF IMPROVEMENTS.

8.1. Upon the expiration or termination of this Lease, all of the Leasehold Improvements, and any remaining personal property on the Leased Property shall become the sole property of the Lessor.

8.2. Storm Water Drainage System and Retention Area: The City is allowing the Lessee to (i) construct a relocated storm water drainage system and retention area on the portion of Flager Park adjacent to the Leased Property located conditioned upon approval of the Public Works department, as shown on the site plan attached hereto as Exhibit "C," and (ii) construct Leasehold Improvements over the portion of the Leased Property where the storm water drainage system and retention area is currently. Lessee shall be responsible for all costs and expenses in connection with the construction of the relocated storm water drainage system and retention area and Lessee shall perform the work in accordance with all regulations and approval of the Public Works Department. Notwithstanding anything to the contrary that may be set forth elsewhere in this Lease, Lessor shall be responsible for all repairs and maintenance (and any costs or expenses in connection with such repair or maintenance) of the entire storm water drainage system and retention area that will be relocated onto the portion of Flagler Park adjacent to the Leased Property as shown on Exhibit "C."

9. PERMITS, FEES, AND APPROVALS. Lessor shall be responsible to obtain all necessary approvals and permits and pay all fees prior to making any improvements to the property.

10. REPRESENTATIONS AND WARRANTIES.

10.1. Lessee represents and warrants to the Lessor that each of the following statements is true and accurate as of the Effective Date, and agrees the Lessor may rely upon each of the following statements:

10.1.1. Lessee is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, is qualified to do business in the State of Florida, and has consented to service of process upon a designated agent for service of process in the State of Florida. Lessee shall not later contest this Lease on the basis of a lack of authority or ultra vires act By Lessee.

10.1.2. This Lease and, to the extent such documents presently exist in a form accepted by the Lessor and Lessee, each document contemplated or required by this Lease to which Lessee is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, Lessee, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; or, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Lessee.

10.1.3. This Lease and, to the extent such documents presently exist in form accepted by the Lessor and Lessee, each document contemplated or required by this Lease to which Lessee is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

10.1.4. There are no pending or, to the knowledge of Lessee, actions threatened in writing or proceedings before any court or administrative agency against Lessee which question the validity of this Lease or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Lessee.

10.1.5. To the best of Lessee's actual knowledge, Lessee has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Lessee, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against Lessee.

10.1.6. The principal place of business and principal executive offices of Lessee is Hudson's on the River, LLC, c/o Michael J. Matakaetis, Jr.., Manager, 6860 SE South Marina Way, Stuart FL 34996, Stuart, Florida. Lessee shall have the affirmative duty to notify the Lessor, in writing, of any change of address for its principal offices.

10.1.7. The execution, delivery, consummation, and performance under this Lease will not violate or cause the Lessee to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Lessee is a party or constitute a default there under or cause acceleration of any obligation of the Lessee there under.

10.2. Lessor represents, and agrees that Lessee may rely upon, the following statements:

10.2.1. Entering into this Lease is a valid, binding and permissible activity within the power and authority of the Lessor and does not violate any City Code, Charter provision, rule, resolution, ordinance, policy or agreement of the Lessor or constitute a default by the Lessor of any agreement or contract to which it is a party.

10.2.2. All steps, acts and conditions required to be done as a condition precedent to the execution of this Lease have been done, and the Lessor has full authority to enter into this Lease. Lessor shall not later contest this Lease on the basis of lack of authority or ulta vire act by Lessor.

10.2.3. The parties understand and agree that this land lease is for the land as shown in exhibit "A". This land is within the boundaries of a City Park and is subject to all restrictions related to the park including any grant restrictions related to the acquisition of the park and boardwalks surrounding same. The Lessee agrees that any restrictions in the grant agreements shall supersede this lease.

10.2.4. The individuals executing this Lease and related documents on behalf of Lessee are duly authorized to take such action, which action shall be, and is, binding on Lessee and Lessor.

10.2.5. Hudson's shall be credited for forty (40) parking spaces on Flagler Avenue which shall remain open to the public and shall not be for the exclusive use of the Lessee but shall be credited to the Lessee for purposes of obtaining a permit, licensing or other wise operating the Lessee's business.

11. PROPERTY CONDITION.

11.1. The Leased Property is subject to certain public rights-of-way or easements for public access, utilities, or similar situations. The Lessee acknowledges that it has made a thorough and complete inspection of the Leased Property and accepts this Lease and the Leased Property and the Existing Improvements and is fully advised of its extent and condition, subject to Lessee's inspection rights during the Due Diligence Period in accordance with the terms hereof. The Lessee fully accepts the Leased Property in its present "as is, where as"

physical state and condition subject to Lessee's inspection rights during the Due Diligence Period in accordance with terms hereof and all other terms and conditions of this Lease.

11.2. Lessor agrees to eliminate all of the following items, if any, as are identified in writing by Lessee prior to the Lease Commencement Date:

11.2.1. Reversionary interests;
11.2.2. Liens or other encumbrances; and

11.2.3. Any other matters that would prevent Lessee from using the Leased Property for its intended purpose in accordance with the terms of this lease.

11.3. Lessor covenants and agrees that any liens or encumbrances on the Leased Property identified by Lessee as to be unacceptable shall be settled, satisfied, or released by Lessor, at Lessor's sole cost and expense, prior to the Lease Commencement Date. Any covenants, liens or encumbrances existing prior to May 1, 2020 that were not deemed unacceptable in writing prior to the execution of this lease shall be deemed accepted.

12. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:

12.1. Lessee shall keep and maintain all Leasehold Improvements and Existing Improvements (with the exception of any Existing Improvements or portions thereof that are being demolished) on the Leased Property in a safe and secure manner, and in compliance with all governmental laws and requirements. Lessee shall have the right, at its own cost, to contest by appropriate legal proceedings, diligently conducted, the validity or applicability of complying with such laws or requirements. Lessor, on written request, shall sign any appropriate papers, or join in any such contest or empower Lessee to act in the name of Lessor as may be necessary or proper to permit Lessee to contest such laws or requirements. Any city code violations which may occur on the Property, following the Lease Commencement Date, shall be the responsibility of the Lessee, only if caused by and allowed to continue by the Lessee.

12.2. In the event of a breach of any of the provisions of this Lease, resulting in an action before a judicial or non-judicial tribunal, the prevailing party shall be entitled to recover from the non-prevailing all costs, expenses, reasonable attorneys' fees which may be incurred or sustained by reason of such breach, including but not limited to, all reasonable attorney's fees incurred through all appeals.

12.3. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon the Lessee's (or Lessee's successors and/or assigns) leasehold interests in the Leased

Property by a Leasehold Mortgagee. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. The Lessee shall not be deemed to be the agent of the Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, and subsequent revisions of that law. UNDER CHAPTER 713 OF THE FLORIDA STATUTES, THIRD PARTIES ARE HEREBY NOTIFIED THAT THEY MAY NOT IMPOSE A LIEN ON THE LESSOR'S INTEREST IN THE LEASED PROPERTY FOR LABOR, SERVICES OR MATERIALS FURNISHED TO, OR AT THE REQUEST OF LESSEE AND ANY SUCH LIENS ARE HEREBY PROHIBITED. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

12.4. Payment of All Taxes. For all portions of the Leased Property that are not tax-exempt, from and after the Lease Commencement Date, Lessee agrees to pay when due all real property taxes and special assessments of whatsoever kind levied and assessed against the Leased Property, if any. From and after the Lease Commencement Date, the Lessee further agrees to pay when due all sales and use taxes, and any and all other taxes or assessments imposed upon and being the liability of the Lessee and arising out of this Lease, including any sales taxes due on rental payments.

12.4.1. The Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Leased Property or the improvements built and placed on the Leased Property, and in case any such real property taxes, assessments, or other charges shall, as a result of such proceedings or otherwise, be reduced, cancelled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Leased Property or the improvements built and placed on them by the Lessee, which are finally determined to be due and payable on any such disputed or contested items. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expenses to Lessor. The term "legal proceeding", as used above, shall be construed as including appropriate appeals from any administrative actions, judgments, decrees or orders and certiorari proceedings and appeals from orders entered in them. If required by law, Lessor agrees to join in any such legal proceeding or empower Lessee to act in the name of Lessor.

Lessor will cooperate with Lessee in any filing or appeal to the Martin County Property Appraiser pertaining to the Lessee's use of the Leased Property for purposes of determining ad valorem real property taxes.

12.5. The Lessee agrees, at its expense, to keep and maintain the Leased Property, the improvements, furnishings, fixtures and personal property located thereon in a good state of repair and condition, normal wear and tear or damage by the elements excepted.

12.6. After completion of construction of the Leasehold Improvements shown on the exhibits to this lease, Lessee may not, without the prior written consent of Lessor, which consent will not be unreasonably delayed, withheld, or conditioned, make any Major Alteration to all or any part of the Leasehold Improvements located on the Leased Property owned and controlled by Lessee or Lessee's successors or assigns.

12.7. The Lessee at its expense agrees to deliver the Leased Property to the Lessor upon the termination of this Lease in a good state of repair and condition at the time of surrender, wear and tear and events of casualty excepted, subject to the terms and conditions of this Lease.

12.8. Lessor covenants, warrants and agrees that Lessee, and Lessee's successors and assigns, shall be entitled to peacefully enjoy, to occupy, and to possess the Leased Property throughout the Lease Term without interference, hindrance or molestation.

13. CONDEMNATION.

13.1. Lessor represents and warrants to Lessee that Lessor has not received any notice, nor is it aware of any pending action to take by condemnation all or any portion of the Property. In the event of a taking of all of the Leased Property or so much of it so as to render the Leased Property unfit for purposes intended by this Lease as determined by Lessee in its reasonable discretion, for any public or quasi-public purpose, under any statute or by right of eminent domain, the Lessee's liability to perform the terms and conditions of this Lease shall cease, but the Lessee shall be entitled to any claim against the condemnor to which the Lessee may be entitled. Lessor shall refund to Lessee any Rent or other sums paid by Lessee for the period after the termination date of this Lease. In the event that Lessee is not a party to such condemnation, Lessee shall receive any portion of an award or compensation to the Lessor which is attributable to the fair market value of Lessee's Leasehold Interest, less the value of the reversionary interest in the Leasehold Improvements, as determined by any court or courts of competent jurisdiction. Notwithstanding anything set forth herein to the contrary, to the full extent under applicable law, Lessor hereby waives any and all rights to take any portion of the Leased Property by eminent domain or condemnation proceeding. Lessor shall have no interest in any such award, compensation or payment, or any portion thereof, made in respect of the Leasehold Interest or the Leasehold Improvements, all of which shall belong to and be paid to Lessee.

13.2. In the event of a partial taking by condemnation or eminent domain so that the part not so taken shall be feasible for the continued operation of restaurant operated by Lessee on the Leased Property for the purposes intended by the Lessee as determined by Lessee in its reasonable discretion, then this Lease shall continue in full force and effect, and Lessee shall receive that portion of the award or compensation allocable to its Leasehold Interest and all

awards for any improvements located on the Property. Lessee shall use the proceeds received by the Lessee pursuant to this Article 16 for purposes of restoring those portions of the improvements upon the remainder of the Leased Property and impacted by the condemnation to as near their former condition as circumstances will permit, but only to the extent that Lessee receives proceeds sufficient to cover said restoration and in no event shall Lessee be required to pay any amounts in connection with said restoration.

13.3. In determining whether repair or restoration is feasible, the Lessee shall consider, among other factors: (i) the cost of repairing or restoring the improvements affected by the condemnation; (ii) the amount of damage or destruction involved and the condemnation proceeds available to pay for the repair or restoration of the improvements affected by the loss; (iii) the effects of the loss on the Lessee's ability to operate the restaurant located on the Leased Property in a commercially reasonable manner, and whether it is commercially reasonable to attempt to repair or restore; (iv) Lessee's ability to obtain all necessary Permits and other governmental approvals required to repair or restore, and operate the Project in compliance with all applicable City codes and ordinances and all other applicable governmental laws and to a reasonably commercial standard or condition; and (v) the length of time remaining in the Lease Term at the time of the condemnation.

14. DEFAULTS AND REMEDIES.

14.1. **Lessee's Defaults.** Each of following events shall be events of default by Lessee under this Lease ("Event of Lessee's Default"):

14.1.1. **Failure to Commence.** Should Lessee fail to commence construction of the Leasehold Improvements as shown on the conceptual site plan attached hereto as Exhibit "B" and complete said improvements by March 1, 2021, the City shall have the right to terminate this Lease and the Leasehold Interest shall terminate. Upon such termination, Lessee shall surrender the Leased Property to the Lessor in good condition and repair normal wear and tear excepted. Upon such surrender, neither party shall have any further right or obligation under this Lease.

14.1.2. **Time and Performance are the Essence of the Lease.** Lessor and Lessee each covenant and agree promptly to perform, comply with and abide by this Lease, and each agree that time of payment and of performance of material obligations are of the very nature and essence of this Lease.

15. OWNERSHIP AT TERMINATION OR EXPIRATION.

15.1. Subject to the provisions herein, any improvements and fixtures located on the Leased Property at termination of the Lease shall become the sole property of the Lessor.

15.2. Any trade fixtures or personal property installed, attached to or located on the Leased Property by Lessee or any of Lessee's subtenants, whether or not attached to the freehold, shall be and remain such Lessee's or subtenant's property and may be removed by the Lessee

or subtenant prior to the termination of the Lease, provided that the Lessee or subtenant shall repair, restore and save the Lessor harmless from all damage to any of the Leased Property including improvements located thereon and owned or controlled by the Lessee or subtenant, caused by such removal. While this Lease is in effect, nothing herein is intended to prevent the Lessee or a subtenant from being entitled to depreciation on the improvements and fixtures that are now or shall subsequently be erected upon the Leased Property. All personal property not removed by the Lessee within thirty (30) days of the Termination of the Lease, shall become the sole property of the Lessor.

16. LIABILITY INSURANCE.

16.1. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to Lessor. **The coverages required herein shall be written on occurrence-type basis and the Lessor shall be listed as an additional insured**.

16.2. Unless otherwise agreed in writing by the Lessor's Authorized Representative, the amount, form, and type of insurance shall conform to the following minimum requirements:

16.2.1. Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $100,000 each person - accident, $100,000 each person - disease, $500,000 aggregate - disease.

16.2.2. Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability Form filed by the Insurance Services Office. Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of $1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

16.2.3. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Fire Legal Liability insurance must be endorsed on this policy with limits no less than $100,000 per occurrence.

16.2.4. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

16.3. Lessee shall require Contractors during construction of the Leasehold Improvements to provide or cause to be provided, pay for and keep in full force and affect, the types and amounts of insurance customarily carried by contractors and subcontractors on jobs

comparable to this Project, including but not limited to Workers' Compensation, vehicle and general liability insurance.

16.4. Required insurance shall be documented by certificates of insurance that provide that Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The name of this Lease must be listed on the certificate. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by Lessor, an ACORD 25. Lessee shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Lessor the Lessee shall, upon instructions of Lessor, cease all operations under the Lease until directed by Lessor, in writing, to resume operations. The "Certificate Holder" address should read: City of Stuart, 121 SW Flagler Avenue, Stuart, FL 34994.

16.5. Lessee's required coverages shall be considered primary and all other insurance shall be considered as excess, over and above the Lessee's coverage.

16.6. Notwithstanding anything in this Lease to the contrary, Lessor waives any rights of action for negligence against Lessee, which may arise during the Lease Term for damage to the Property or to the personal property therein, resulting from any fire or other casualty of the kind which is covered by All Risk property insurance policies carried by Lessee.

16.7. For separate consideration, the sufficiency and amount of which is agreed by both parties, the Lessee shall indemnify, defend and save harmless the Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, for any personal injury, bodily injury, loss of life or damage to property sustained on the Leased Property, or to or about the Leasehold Improvements placed on the Leased Property, or their appurtenances, or upon adjacent sidewalks or streets excepting therefrom public streets maintained by Lessor, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them. Lessee shall also specifically defend any action or proceeding brought against Lessor as the result of any such claim for bodily injury, loss of life or damage to property, at no cost or expense to Lessor. If Lessee has supplied Lessor with evidence of insurance covering any of the aforementioned risks, no claim shall be made against Lessee unless and until the insurer shall fail or refuse to defend or pay all or any part thereof.

16.8. Notwithstanding that each party to this Lease shall carry liability insurance, and shall even name each other as additional insureds, the Lessor hereunder shall only be liable for claims, torts, actions, damages, suits, and causes of action derived from its own actions or inactions and for those of its officials, employees and agents. It is the intent of this Lease that the City of Stuart, as Lessor, shall be responsible only for its own tort liability, and not that of the Lessee, and the Lessee specifically acknowledges the limitations of liability afforded

to the Lessor by the provisions of Section 768.28, Florida Statutes, which are fully claimed by the Lessor. The Lessee shall not be deemed to be in default under the provision of this Article 21 if all or a portion of insurance required under this paragraph is not commercially available.

16.9. Lessor and Lessee hereby waive, or agree to cause their respective insurers to waive subrogation or consent to a waiver of right of recovery, or to agree that the insurance is not invalidated if the insured has waived, or has waived before the casualty, the right to recover against the other party.

17. CASUALTY AND CASUALTY INSURANCE.

17.1. Lessee shall determine the amount and type of property and casualty insurance required herein. However, at a minimum, the Lessee shall provide an All Risk Policy in the amount of at least eighty (80%) percent of the replacement value of the Leasehold Improvements. The Lessor shall be named as a beneficiary of any such policy "as its interest may appear." It shall be the Lessee's sole obligation to insure the Leasehold Improvements, and the Lessor shall have the right, following written notice to Lessee, but not the obligation to provide such insurance, if the Lessee fails to do so. The cost of such insurance shall become additional Rent to the extent unpaid by Lessee. Notwithstanding this provision, the Lessee shall obtain all other coverages required herein.

17.2. If a casualty loss affecting all or that part of the improvements located on the Leased Property should occur for all or that part of the Leasehold Improvements, the Lessee shall promptly notify the Lessor about the loss ("Notice of Loss"). The Notice of Loss shall include the date on which the loss occurred and the determination of the Lessee, in its reasonable opinion, as to whether the repair or restoration of the improvements affected by the loss is feasible. If repair or restoration is feasible as determined by Lessee, the proposed construction schedule and budget for implementing such repair or restoration shall be sent to Lessor within ninety (90) days after delivery of the Notice of Loss, subject to Unavoidable Delay. The Lessee recognizes and agrees that this Lease is a "non-subordinated land lease" and that Lessee is solely responsible for repairs to any and all Leasehold Improvements on the land. Such repairs shall be pursued in a timely and workmanlike manner, and without delay.

17.3. If the Lessee determines in its reasonable opinion that repair or restoration is feasible, the casualty insurance proceeds ("Proceeds") if any, shall be used, collected and disbursed to pay for the repair or restoration in accordance with the proposed construction schedule and budget for implementing such repair or restoration. If any Proceeds remain after paying for the repair or restoration, they shall be disbursed to the Lessee.

17.4. If the Lessee determines in its reasonable opinion that repair and restoration is not feasible, Lessee will not be obligated to make such repair or restoration. In that event, the Proceeds shall be used to clear that portion of damaged or destroyed improvements affected by the loss, and the cleared lands shall be surrendered to the Lessor. Upon such surrender, this Lease shall terminate as to that surrendered portion. If Proceeds remain after paying for

the cost of clearing that portion of the damaged or destroyed improvements affected by the loss, the Proceeds shall be then used to pay any additional costs incurred by the Project as a result of such loss and severance. Thereafter, any remaining Proceeds shall be disbursed to the Lessee.

17.5. Subject to Lessee's determination that repair or restoration of the Leasehold Improvements is feasible in accordance with 17.4 above, Lessee is required to rebuild if the Leasehold Improvements are destroyed in whole or in part by fire, flood, or windstorm damage, or other casualty, or any combination thereof, whether insured or noninsured, or whether totally destroyed or partially damaged. Monthly rent payments to the City during such occurrence shall be forgiven during a period of disruption after the date of such casualty, and only if the Lessee is not collecting Rents from the sub-tenants. This Lease shall not be terminated during such period provided Lessee is using good faith efforts to cause the Leasehold Improvements to be reconstructed in an expeditious manner provided, however, Lessee shall not be penalized for its inability to obtain permits or building materials or skilled labor due to the consequences of the event that caused the casualty (for instance, a hurricane). Restitution of the Leasehold Improvements is the prime objective of the Lessor, subject however, to the terms of 17.4 above.

17.6. SUCCESSORS IN INTEREST.

17.6.1. The covenants and agreements contained in this Lease shall be binding on and inure to the benefit of the respective permitted successors and assigns of the parties whether by merger or otherwise.

18. NOTICES.

18.1. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

18.1.1. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing signed by the party or its counsel identified below, and shall be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) courier service, , or (c) hand delivery to the office for each party indicated below and addressed as follows:

To Lessee:

Hudson's on the River, LLC
Michael J. Matakaetis, Jr., Manager
6860 SE South Marina Way
Stuart FL 34996

Copy to:

Steven G. Vitale, Esq.
211 S. Colorado Ave.
Suite 2
Stuart FL 34994

To the Lessor:

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

Copy to:

City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

18.2. Any such notice shall be considered delivered: (a) on the date of hand delivery, (b) on the first business day after the date of deposit with an overnight courier, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be, if mailed by certified mail. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as later changed), shall be deemed to have been an effective delivery as provided in this Section 18. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other party, and such notices shall be effective upon receipt. Until a written notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

19. SEVERABILITY.

19.1. If any paragraph, subparagraph, sentence, clause, provision, or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected.

20. LEASEHOLD MORTGAGES.

20.1. No mortgage may be placed on the underlying fee simple interest of the City or on the Leasehold Improvements.

21. ASSIGNMENT.

21.1. The Lessee may assign this Lease to any person or entity, subject to consent by the Lessor which shall not be unreasonably withheld or delayed. The Lessor shall respond within forty (40) calendar days of the receipt of all necessary information (including information

about the financial and experience ability of the assignee to perform under this Lease), for an assignment by the Lessee. Such consent must be obtained formally by affirmative action of the Lessor's City Commission prior to any assignee taking control or occupancy of the Property or any portion thereof.

21.2. Lessor's criteria to approve an Assignment of this Lease shall be the following:

21.2.1. The City Commission, in its reasonable discretion, must be satisfied that the assignee intends to use the Leased Property in a manner that is consistent with uses allowed by this Lease.

21.2.2. The City Commission must be satisfied in its reasonable discretion that the assignee possesses the financial capacity, a good reputation, and sound managerial ability to operate the Project successfully on the Leased Property.

21.2.3. **COMPLETE AGREEMENT.**

21.2.3.1. The parties mutually represent and warrant to each other that this Lease constitutes the final and complete agreement of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Lease.

22. NON-DISCRIMINATION. Lessee shall not discriminate against contractors, sublessees or users of the Existing Improvements or Leasehold Improvements with regard to race, creed, color, handicap, familial status, disability, marital status, religion, national origin or content of speech. Lessee accepts sole responsibility for ensuring such non-discriminatory access to the Leased Property.

23. SUBROGATION. The Lessor shall have the option, after sixty (60) calendar days' prior written notice to Lessee and without waiving or impairing any of Lessor's rights, to pay any sum or perform any act required of the Lessee not timely performed by Lessee under this Lease, which remains outstanding after all notice and cure rights, and the amount of any such payment and the value of any such performance, together with interest on them, shall be secured by this Lease, and shall be promptly due and payable to the Lessor as Additional Rent.

24. CONFORMITY TO LAW. Lessee acknowledges that the Leased Property and the Existing Improvements, and Leasehold Improvements to be constructed thereon are subject to all applicable laws, and to provisions and restrictions governing land use and zoning, site and structure design, compliance with building, environmental and occupational codes as determined by the applicable governing entity or instrumentality having jurisdiction.

25. LICENSES AND PERMITS. Lessee shall, at its own expense, obtain all necessary permits, and pay all licenses, fees, and taxes required to comply with all applicable laws relative to

development and operation to be conducted on the Leased Property in accordance with this Lease. Upon Lessor's written request, at reasonable intervals, Lessee agrees to provide Lessor with a copy of such permits and payments related to the Leased Property.

26. RADON GAS. Section 404.056, Florida Statutes requires that the following notification be given for real estate transactions of this type:

26.1. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. RESTRAINTS UPON USE. Lessee understands and agrees that its use of the Leased Property is expressly subject to all applicable zoning and building restrictions in the City Codes, and the terms of this Lease. The Lessee shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority.

28. NO MERGER There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Leased Property or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the Leased Property or any interest in such fee estate.

29. SUBORDINATION. Lessor in no way subordinates its interest in the property or structures thereon. The Lessee is prohibited from allowing any liens to be recorded against this parcel. Further, the parties are on notice that this property is owned by a Florida Municipality and the Lessee shall not have authority to obligate the real property in any way or form.

30. RELATIONSHIP OF THE PARTIES / NO JOINT VENTURE. The parties hereby agree that it is their intention to create only the relationship of Lessor and Lessee, and neither this Lease, nor any term, provision, payment or right hereunder shall in any way or for any purpose, constitute or cause Lessor to become or be deemed a partner of Lessee in the conduct of its business, or otherwise, or to cause Lessor to become or be deemed a joint adventurer or a member of a joint enterprise with Lessee, nor shall this Lease, or any term or payment required herein, confer or be deemed to confer any interest upon Lessor in the conduct of Lessee's business.

31. EXCULPATION. Notwithstanding anything to the contrary provided in this Lease, no officer, director, trustee, employee, agent, advisor or affiliate of Lessor, nor any holder of a superior interest in the Property, whether direct or indirect, shall have any personal liability with respect to any of the provisions of this Lease and, if Lessor is in breach or default with respect to its obligations or otherwise.

31.1. Notwithstanding anything to the contrary provided in this Lease, no officer, director, trustee, employee, agent, advisor or affiliate of Lessee, nor any holder of a superior interest

in the Property, whether direct or indirect, shall have any personal liability with respect to any of the provisions of this Lease and, if Lessee is in breach or default with respect to its obligations or otherwise.

32. LEASE FOR BENEFIT OF PARTIES HERETO. Nothing in this Lease, whether express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the Lessor, Lessee or their officers, directors or incorporators, any right, remedy or claim under or by reason of this Lease or any covenant, condition or stipulation thereof; and the covenants, stipulations or agreements contained in this Lease are and shall be for the sole and exclusive benefit of the aforementioned parties, and their permitted successors and assigns.

33. QUIET ENJOYMENT. Lessor agrees that Lessee, upon paying the Rent and all impositions and other charges herein provided for and performing all the covenants and conditions of this Lease, shall (subject to Lessor's rights specified in this Lease) lawfully and quietly occupy the Premises during the term of this Lease as against Lessor or any persons claiming under or through Lessor.

34. UNDERSTANDINGS AND AGREEMENTS. All understandings and agreements between the parties are merged into this Lease, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation; neither party is relying on any statement or representation made by the other not embodied in this Lease. The terms and conditions of this Lease shall supersede and replace the terms and conditions of the Absolute Net Non-Subordinated Land Lease entered into by and between the parties on April 27, 2020.

35. COVENANTS RUN WITH THE LAND. All provisions of this Lease and all exhibits attached hereto, and any amendments thereof, shall be construed as covenants running with the Land, and of every part thereof and interest therein.

36. CAPTIONS. The captions used in this Lease and upon the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Lease or exhibits hereto.

37. GOVERNING LAW AND VENUE. This Lease shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of law. Venue of all proceedings in connection herewith shall be in Martin County, Florida, and each party hereto hereby waives whatever their respective rights may have been in the selection of venue.

38. AUTHORITY OF LESSEE AND LESSOR.

38.1. Lessee is a limited liability company, and each individual executing this Lease on behalf of the company is duly authorized to execute and deliver this Lease on behalf of the company in accordance with a duly adopted resolution of the Managing Member(s) of the company, and that this Lease shall as of the Effective Date be binding upon the company in accordance with its terms. Lessee shall, within ten (10) days after the execution of this Lease,

deliver to Lessor a certified copy of a resolution of the Managing Member(s) of the company authorizing or ratifying the execution of this Lease.

38.2. Lessor is a municipal corporation, and each individual executing this Lease on behalf of the Lessor is duly authorized to execute and deliver this Lease on behalf of the Lessor in accordance with a duly adopted resolution of the Stuart City Commission, and that this Lease shall as of the Effective Date be binding upon the Lessor in accordance with its terms. Lessor shall, within ten (10) days after the execution of this Lease, deliver to Lessee a certified copy of a resolution of the City Commission authorizing or ratifying the execution of this Lease.

39. SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Lease, the conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

40. INDEPENDENT COUNSEL AND CONSTRUCTION. Lessor and Lessee each acknowledge and warrant that each has been represented or has had an opportunity to be represented by independent counsel, and has executed this Lease after being fully advised as to its legal effect and significance. This Lease is the result of negotiations between the parties and their respective attorneys, and shall be construed in an even and fair manner, regardless of the party who drafted this Lease or any provision thereof.

[ALL SIGNATURES ON THE FOLLOWING TWO (2) PAGES]

ABSOLUTE NET NON-SUBORDINATED LAND LEASE
(Flagler Park Ancillary Restaurant)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this day of July, 2020.

Executed and delivered
in the presence of:

LESSOR:
CITY OF STUART, FLORIDA
A Florida Municipal Corporation

_____
Print Name:

_____
Michael J. Meier
Mayor

_____
Print Name:

ATTEST:

_____
MARY KINDEL
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
City Attorney

ABSOLUTE NET NON-SUBORDINATED LAND LEASE
(Flagler Park Ancillary Restaurant)

Executed and delivered
in the presence of:

LESSEE:
HUDSONS ON THE RIVER, LLC,
A Florida Limited Liability Company,

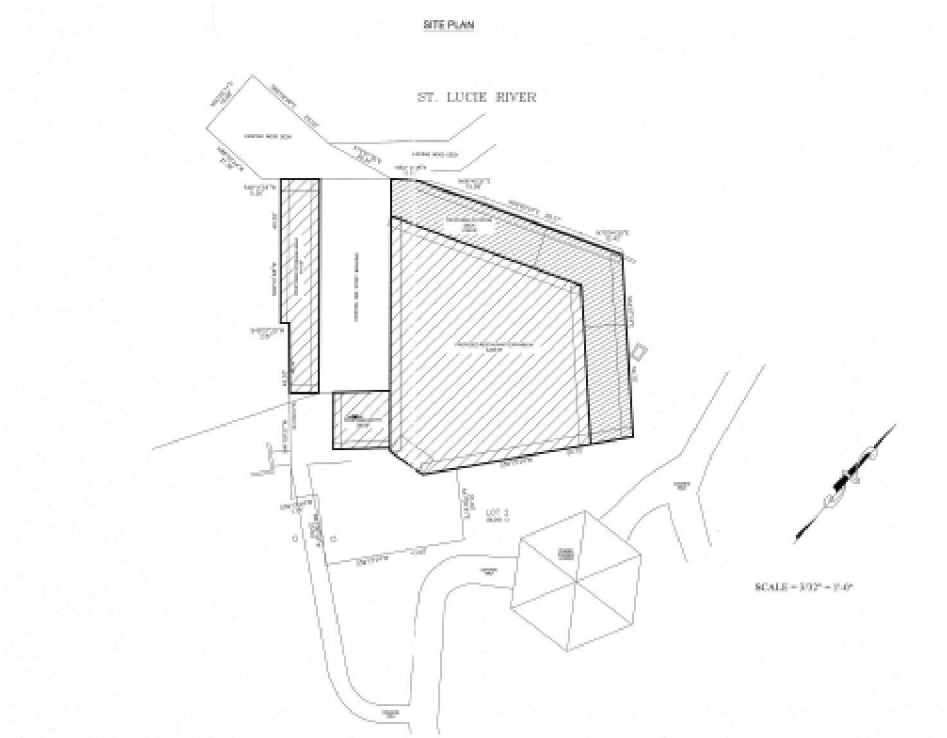
_____
Print Name:

_____
Michael J. Matakaetis, Jr.,
Manager

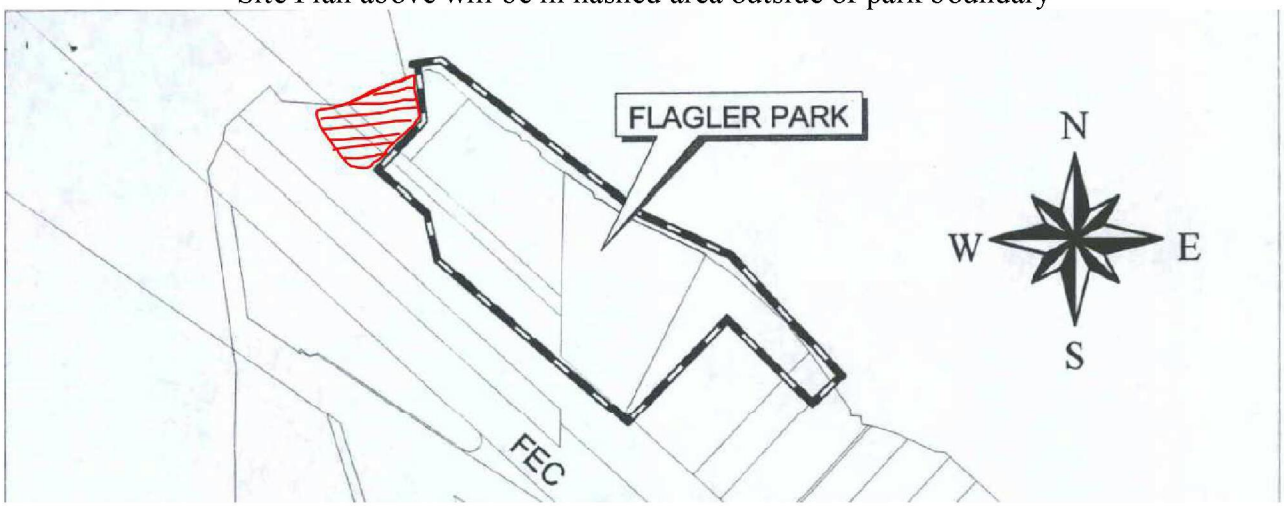
_____
Print Name:

ABSOLUTE NET NON-SUBORDINATED LAND LEASE
(Flagler Park Ancillary Restaurant)

CONCEPTUAL SITE PLAN



Site Plan above will be in hashed area outside of park boundary



CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/10/2021 **Prepared by:** Tom Reetz

Title of Item:

PALMETTO COVE RPUD - REZONING TO RPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2463-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING TWO PARCELS ON EITHER SIDE OF A 11' PUBLIC RIGHT OF WAY (ALLEY) ALONG SW PALM CITY ROAD, ON THE SOUTHWEST INTERSECTION OF SW HALPATIOKEE STREET, TOTALING 0.97 ACRES FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD); ESTABLISHING THE "PALMETTO COVE" RPUD CONSISTING OF THIRTEEN (13) MULTI-FAMILY UNITS WITHIN TWO (2) INDIVIDUAL TWO-STORY TOWNHOME BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History

This Multi-Family project was conditionally approved at First Reading by the City Commission at its April 26, 2021 meeting. Since then, the applicant has submitted a revised Site and Landscaping plans with the following revisions: **See Ordinance 2463 Exhibit D attached**

1. A continuous 8-foot wide sidewalk connection has been added on the north side of Halpatiokee Street.
2. Additional shade trees (Silver Buttonwood's due to the overhead wire) were added to the City's Right-of-Way in front of the project along Palm City Road.

Summary

The application proposes a rezoning of property from R-3 (Residential Multi-Family/Duplex) to Residential Planned Unit Development (RPUD). The proposed amendment is to allow for the construction of 13 multifamily units on .97 acres. The property is bounded to the east by commercial plaza (B-2 Publix), to the North by multi-family apartments (R-3), to the west by single family and water retention area (R-1) and to the south by an office (R-3).

The proposed project consists of two (2) two-story town home buildings divided by an existing right of way (an 11' unimproved alleyway), which serves as a main entrance to the PUD from Palm City Road. There is an secondary ingress/egress at Halpatiokee Street. A community pool and cabana is centrally located, with green-space lined with native trees and sidewalks along the frontage of Palm City

Road. Additionally, the applicant is proposing six (6) on-street parking spaces along Halpatiokee Street.

Funding Source:

N/A.

Recommended Action:

Motion to adopt Ordinance No. 2463-2021 at Second Reading

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A.1 Ordinance No. 2463-2021	4/30/2021	Ordinance add to Y drive
🗋	A.2 Ordinance 2463-2021 Exhibit D	4/30/2021	Ordinance add to Y drive
🗋	B.1 Staff Report	4/30/2021	Staff Report
🗋	B3. City Public Works and Fire Approvals	4/16/2021	Backup Material
🗋	B4. Staff Comp Plan / Code Notes	4/1/2021	Backup Material
🗋	C1. Application	3/31/2021	Backup Material
🗋	C2. Applicant's response to Comments	3/31/2021	Backup Material
🗋	D1. School Concurrency Worksheet	3/1/2021	Exhibit
🗋	D2. School Concurrency Comments (revised)	5/3/2021	Backup Material

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2463-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING TWO PARCELS ON EITHER SIDE OF A 11' PUBLIC RIGHT OF WAY (ALLEY) ALONG SW PALM CITY ROAD, ON THE SOUTHWEST INTERSECTION OF SW HALPATIOKEE STREET, TOTALING 0.97 ACRES FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD); ESTABLISHING THE "PALMETTO COVE" RPUD CONSISTING OF THIRTEEN (13) MULTI-FAMILY UNITS WITHIN TWO (2) INDIVIDUAL TWO-STORY TOWNHOME BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission, has considered the Petitioner's request to rezone the property to Residential Planned Unit Development (RPUD), establishing the Palmetto Cove RPUD, and has also considered the recommendation of the City staff; and

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

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

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

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

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

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

SECTION 2: The legal description of the property is set forth in **Exhibit 'A'** attached hereto and made a part hereof by reference. A Map depicting the Property is attached hereto as **Exhibit 'B'** and made a part hereof by reference. The conditions of development attached hereto as **Exhibit 'C'** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit 'D'**, hereinafter the 'Development Documents', shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **The Site Plan, Sheet 1 of 1, prepared by C Calvert Montgomery and Associates, Inc., dated 05.21.2020 and last revised on 04.29.21**
b. **Boundary and Topographic Survey, Sheet 1 of 1, prepared by Christian Fenex and Associates, LLC, (Professional Surveyor and Mapper), dated 12.23.19**
c. **The Landscape Plan, Sheets 1 and 2 and Color Graphic Sheet 1 of 1, prepared Conceptual Design Group, dated 08.26.20 last revised 4.28.21**
d. **Garbage Truck Exhibit and Fire Truck Exhibit, Sheets 1 thru 3, prepared by C Calvert Montgomery and Associates, Inc., dated 02.15.21**
e. **Conceptual Engineering Plan, Sheet 1, prepared by C Calvert Montgomery and Associates, Inc., dated 02.16.21 and last revised on 4.16.21**
f. **Architectural Floor Plans and Elevations, by Braden and Braden A1A PA, dated 08.12.20**
g. **Architectural Rendering, by Braden and Braden A1A, PA, dated 08.21.20**

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 aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: 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 any or all 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 PUD property or any portion of the PUD 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 PUD 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 6: 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 7: 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 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this ordinance shall become void.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2021.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

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

ADOPTED on second and final reading this _____day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,

COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ____ physical presence or _____ online notarization, this _____day of _____, 2021, by EULA R. CLARKE, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES:

Owner: 924 SW Palm City Road, LLC

_____

Print Name: _____

By: _____

Nicolas Calle, President

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2021, by _____

Personally, Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5, 6, AND 7 BLOCK 2 OF HALPATIOKEE PARK AS RECORDED IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA PART OF S.W. 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST
AND
LOT 2, DYER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 36, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT B – LOCATION MAP

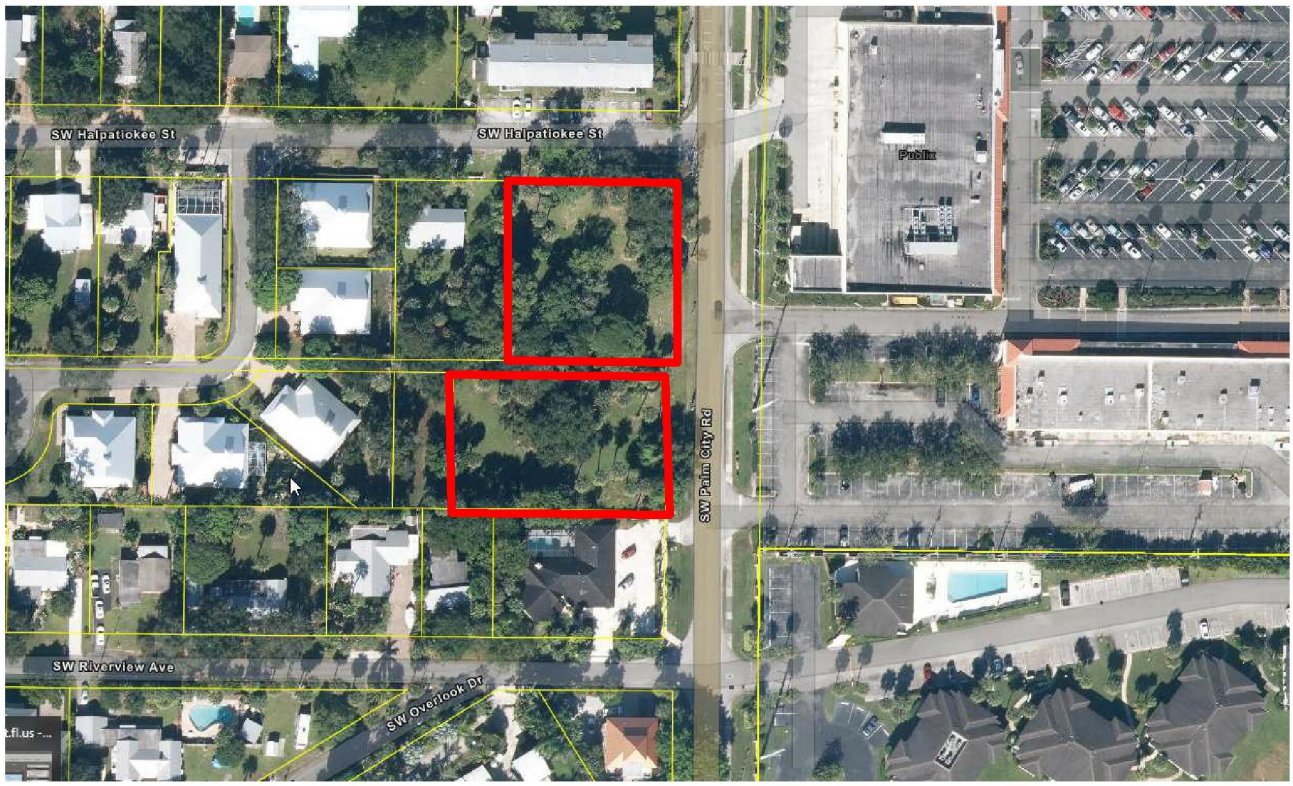


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The RPUD project and use thereof shall comply with the following drawings:

h. The Site Plan, Sheet 1 of 1, prepared by C Calvert Montgomery and Associates, Inc., dated 05.21.2020 and last revised on 04.29.21

i. Boundary and Topographic Survey, Sheet 1 of 1, prepared by Christian Fenex and Associates, LLC, (Professional Surveyor and Mapper), dated 12.23.19

j. The Landscape Plan, Sheets 1 and 2 and Color Graphic Sheet 1 of 1, prepared Conceptual Design Group, dated 08.26.20 last revised 4.28.21

k. Garbage Truck Exhibit and Fire Truck Exhibit, Sheets 1 thru 3, prepared by C Calvert Montgomery and Associates, Inc., dated 02.15.21

l. Conceptual Engineering Plan, Sheet 1, prepared by C Calvert Montgomery and Associates, Inc., dated 02.16.21 and last revised on 4.16.21

m. Architectural Floor Plans and Elevations, by Braden and Braden A1A PA, dated 08.12.20

n. Architectural Rendering, by Braden and Braden A1A, PA, dated 08.21.20

1. Any modifications to the RPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking spaces, drainage areas, impervious areas and location of landscaping may be approved by the City's Development Director, provided however, the

Development Director may refer the matter to the City Commission for approval via a public hearing.

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

Landscaping

3. The common areas including the projects pool and cabana area shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

4. A Landscape plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

5. Open Space. Not less .38 acres or 39.5% of the RPUD shall be Open Space as depicted on the Site Plan as described in Exhibit C. Required open space may include contiguous buffer and retention areas, however, other required interior landscaping shall not count towards the open space requirement.

Tree Mitigation

6. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code. All required tree mitigation will be met on site.

Prior to Issuance of Site Permits

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

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

9. 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.

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

11. The developer shall provide a Final Site plan showing one (1) bike rack for multiple bikes at the cabana pool area common space.

12. The developer shall provide a designated EV charging outlet at each of the unit's garages.

13. The developer shall provide a centralized mailbox with a dedicated parking space.

14. The developer shall construct on-street parking on Halpatiokee Street as shown on the site plan and shall apply for a Revocable Permit to use City Right for said parking spaces prior to issuance of a site permit.

15. The developer shall apply to the City for the abandonment of the unimproved alley way or agree with the City's Public Works Department to improve and maintain the alley way in perpetuity prior to obtaining a site permit.

16. The developer shall dedicate (15) fifteen feet along Palm City Road to Martin County as shown on the Site Plan to Martin County prior to obtaining a site permit.

Development and Construction

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

18. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

19. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to City of Stuart Public Works. The developer shall grant any such utility easements necessary for this site as may be required by the City of Stuart.

20. Any existing sidewalks damaged along Halpatiokee Street or Palm City Road during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

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

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

23. Any proposed landscaping in the city's right of way shall be preserved and maintained by the developer and/or home-owner's association in perpetuity. Subject to mutually agreed upon maintenance easement agreement and indemnification between the developer and the City relative to ROW liability issues.

Signage

24. All signs throughout the PUD 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 shall adhere to sign criteria found in Chapter 6 of the City's Land Development Code.

Timetable for Development

25. Timetable for development shall be as follows:

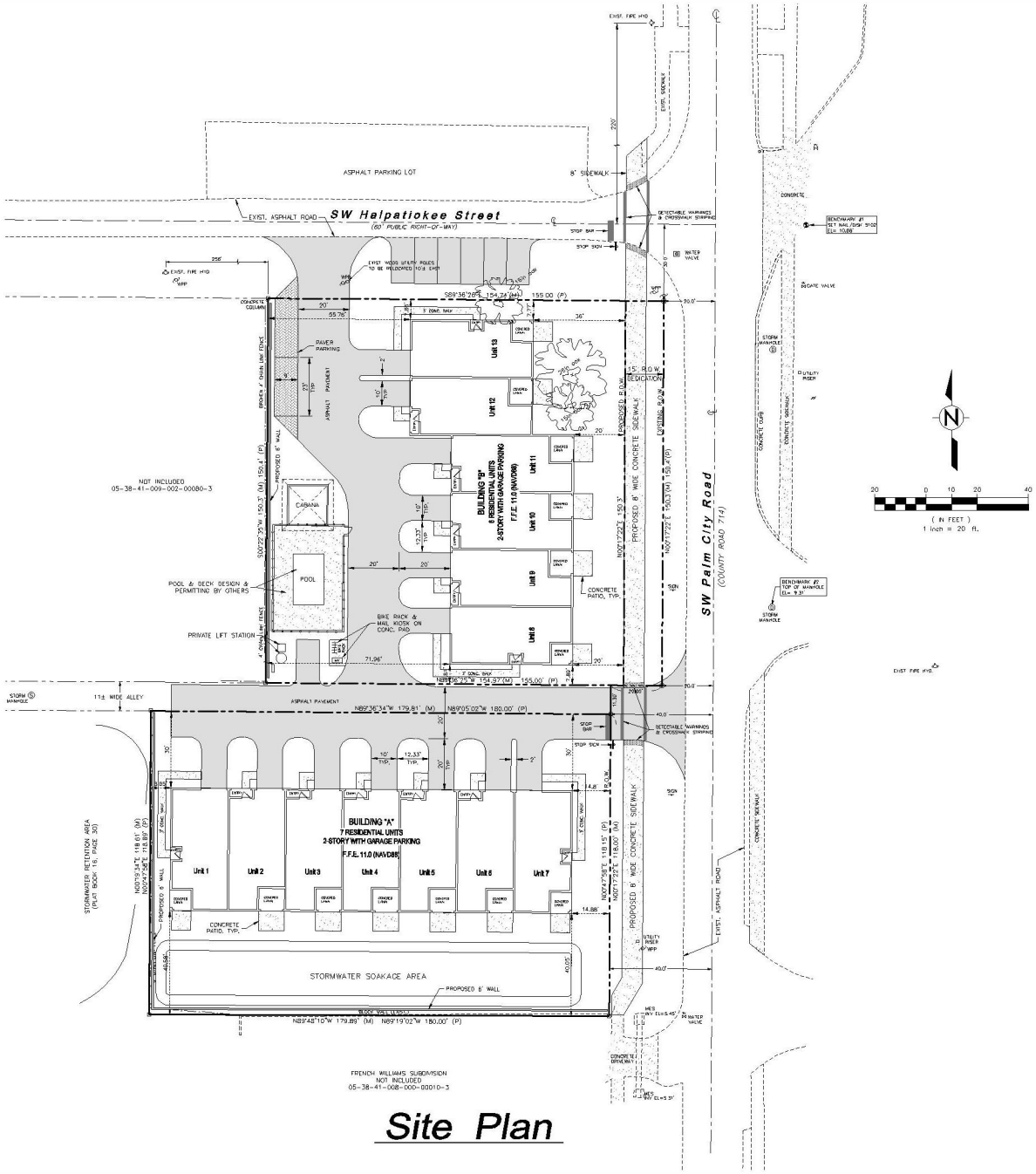
Site and building permit application deemed sufficient for permit review under city codes and standards.	**April 1, 2024**
Final Certificate of Occupancy for all site and building improvements.	**April 1, 2025**

Allowable Uses

26. The following uses shall be permitted:

a. Multi-Family Residential

b. Home Occupations in accordance with the City's Land Development Code.



Site Plan

LEGEND:

FH – FIRE HYDRANT
WV – WATER VALVE
WM – WATER METER
WPP – WOOD POWER POLE
MH – MANHOLE (SANITARY SEWER)
O – MANHOLE (STORM)
CB – CATCH BASIN
WF – WOOD FENCE
CLF – CHAIN LINK FENCE
R.O.W. – RIGHT OF WAY

Vicinity Map

1"=1,600'

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, AND 7 BLOCK 2 OF HALPATIOKEE PARK AS RECORDED IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA PART OF S.W. 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST
AND
LOT 2, DYER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 36, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SITE DATA

PROJECT NAME:	SOUTHERN LANDMARK HOMES		
LOCATION:	502 HALPATIOKEE STREET, STUART, FLORIDA 924 SW PALM CITY ROAD, STUART, FLORIDA		
PARCEL I.D.	05-38-41-009-002-00010-8 05-38-41-024-000-00020-0		
EXISTING USE:	VACANT		
ZONING:	R-3 Residential - Multi-Family / Duplex		
PROPOSED ZONING:	RPUD		
LAND USE:	OFFICE / RESIDENTIAL		
GROSS SITE AREA:	44,552 s.f.	1.02 ac.	
R.O.W. DEDICATION:	2,255 s.f.	0.05 ac.	
TOTAL SITE AREA:	42,297 s.f.	0.97 ac.	100.0 %
BUILDING COVERAGE:	14,265 s.f.	0.33 ac.	33.7 %
VEHICULAR PAVEMENT:	8,475 s.f.	0.19 ac.	20.0 %
PEDESTRIAN WALKS / PATIOS:	1,750 s.f.	0.04 ac.	4.1 %
POOL & DECK:	1,115 s.f.	0.03 ac.	2.6 %
TOTAL IMPERVIOUS AREA:	25,605 s.f.	0.59 ac.	60.5 %
OPEN SPACE:	16,692 s.f.	0.38 ac.	39.5 %

DENSITY CALCULATION

GROSS SITE AREA:	0.97 Ac.
NUMBER OF UNITS:	13
PROPOSED DENSITY:	13 Units / 0.97 Ac. = 13.0 Units/Ac.

BUILDING DATA:

BUILDING COVERAGE (FOOTPRINT):	14,265 s.f.
TOTAL SQUARE FOOTAGE:	s.f.
GROSS SQUARE FOOTAGE:	s.f.
PROPOSED BUILDING HEIGHT:	32'-3" a.f.f.

PARKING CALCULATION

	REQUIRED	PROVIDED
RESIDENTIAL BUILDING 13 RESIDENTIAL UNITS @ 1.5 SP. / UNIT =	19.5 Spaces	28 Spaces

NO.	REVISION	DATE	NO.	REVISION	DATE
2	MPC, PEP COS, COMMENTS	02.10.21	6	HOI PROPOSED ZONING RPUD	04.23.21
1	ADD ADDITIONAL PARKING	07.01.20	5	ADD WALL MAIL KIOSK BIKE RACK	04.16.21
	DESIGNED BY:	DATE: 03.25.20	4	ADD CROSSWALK / ADA	04.06.21
	DRAWN BY:	SCALE: 1"=20'	3	ADD PJM ON ARCHITECT SITE PLAN	03.25.20

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers–Surveyors (LB & C.A. 0000180)
P.O. BOX 92, 850 S. FEDERAL HWY., STUART, FLORIDA 34995
TEL. (772) 287-3565 FAX (772) 220-0505

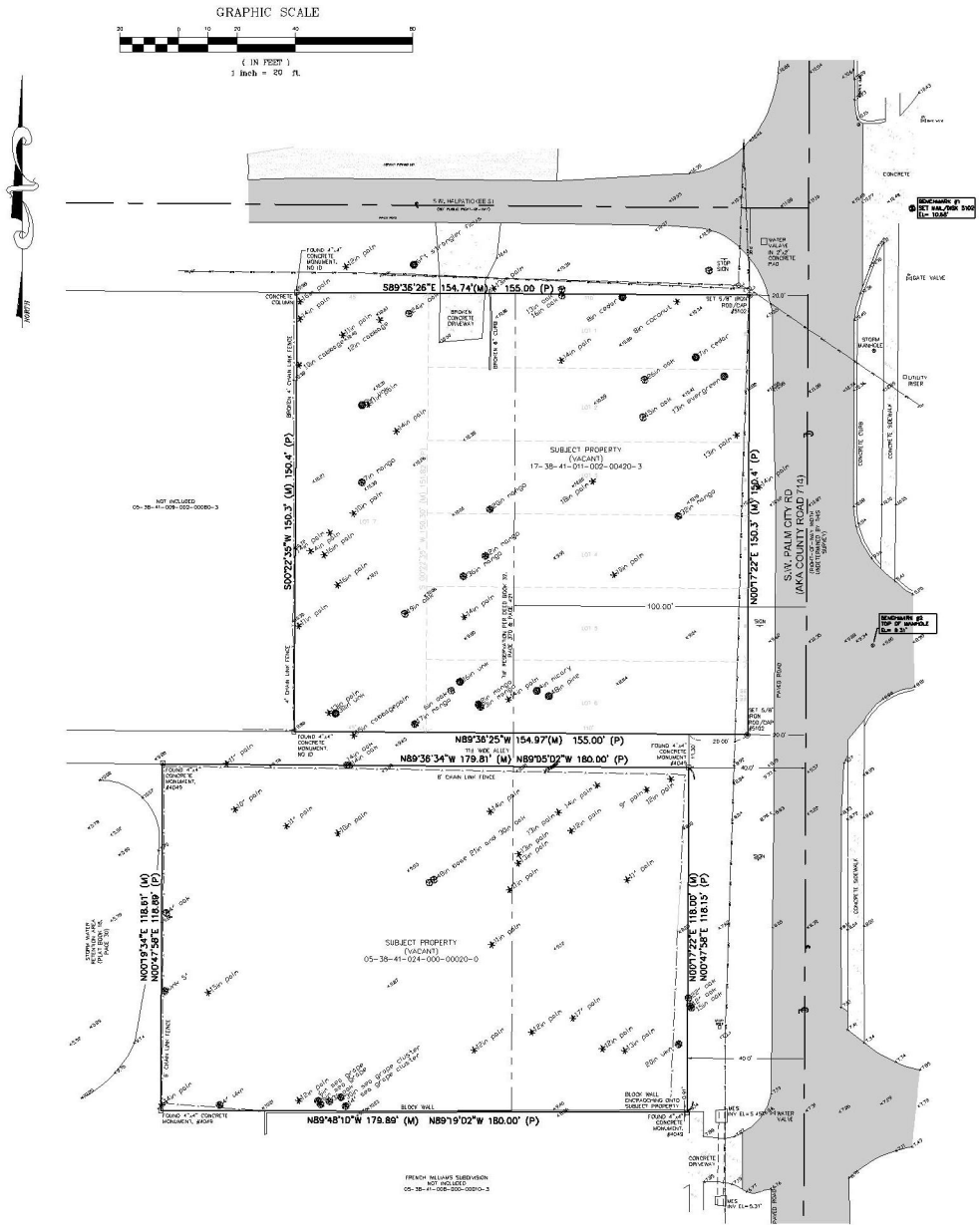
P.U.D. SITE PLAN

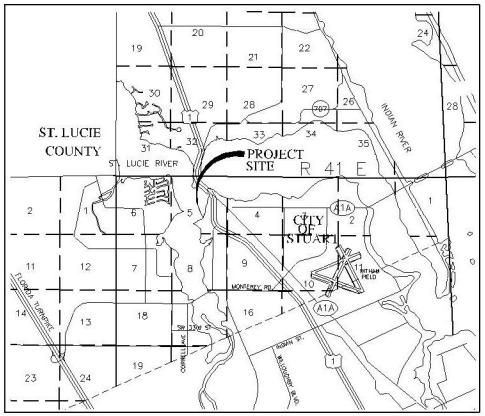
SITE DEVELOPMENT PLANS
PALMETTO COVE
502 Halpatiokee Street & 924 SW Palm City Road, Stuart, Florida

INGINEER'S SEAL:
SCOTT T. MONTGOMERY, P.E.
FL REG. No. 43954

PROJECT NO.

SHEET 1 OF 1





LOCATION MAP
NOT TO SCALE

BOUNDARY SURVEY

PARCEL ID:
05-38-41-009-002-00010-8
AND
05-38-41-024-000-00020-0

PARCEL ADDRESS:
502 HALPATIOKEE ST, STUART
AND
924 SW PALM CITY ROAD, STUART

LEGAL DESCRIPTION:
LOTS 1, 2, 3, 4, 5, 6, AND 7 BLOCK 2 OF HALPATIOKEE PARK AS RECORDED IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA PART OF S.W. 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST
AND
LOT 2, DYER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 38, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SURVEYOR'S NOTES:
1. BEARINGS REFER TO STATE PLANE, NAD83 FLORIDA EAST ZONE 901, VFS.
2. (D)=DEED CALL (M)=FIELD MEASUREMENT, (C)=CALCULATED MEASUREMENT
3. PROPERTY LIES IN FLOOD ZONE X, FEMA MAP 12085C0134C, 7-16-14.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OR OTHER ENCUMBRANCES BY THIS FIRM. SURVEY PREPARED WITHOUT BENEFIT OF TITLE.
5. UNDERGROUND UTILITIES NOT LOCATED PER THIS SURVEY.
6. ℄ = CENTERLINE OF ROAD; ⊙ = POWER POLE; UNK = UNKNOWN; IN = INCH.
7. ELEVATIONS REFER TO NAVD88 (NORTH AMERICAN VERTICAL DATUM 1988) MARTIN COUNTY BENCHMARK "POF-PC" EL=5.42'.

NAVD88

DRAWING DATE: 12/23/19
FIELD DATE: 12/18/19
F.B. 05 PAGE 56
SKETCH NO. 219051_lot1-7blk2_dyer.dwg

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEX@BELLSOUTH.NET
LICENSED BUSINESS # 8858

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FLORIDA REGISTRATION #5102
CHRISTIAN FENEX

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	WATER USAGE
CANOPY / ORNAMENTAL TREES							
11	CS*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	8' O.A./3' SPRD.	A.S.	FULL CANOPY	LOW
12	IE*	ILEX x ATTENUATA 'EAGLESTON HOLLY'	EAGLESTON HOLLY	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
5	MG*	MAGNOLIA GRANDIFLORA	LITTLE GEM MAGNOLIA	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
6	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
PALMS							
9	SP*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK TRUNKS	LOW
SHRUBS / HEDGES							
45	CLU	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW
335	CHr	CHRYSOBALANUS ICACO	COCOPLUM	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW
	SOD	STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD			SEE SPECS	HIGH

* = Florida Native

Landscape Data

Total Site Area:	42,297 s.f.	.97 Ac.	100%

Total Trees Required: (6.04.08)

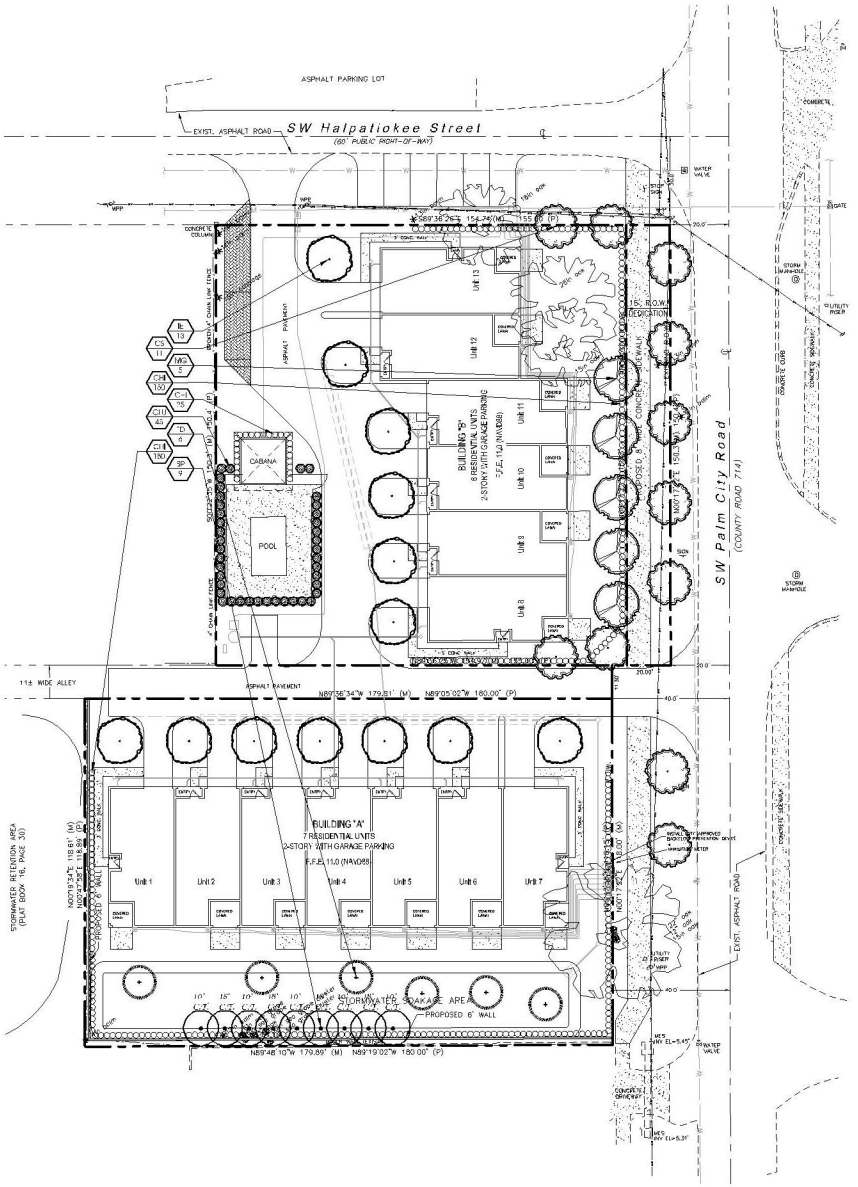
Required: 1 Tree / 1,500 s.f. = 42,297 / 1,500 = 28	28
Provided:	28
Total Shade Trees Required: (6.04.02.A.2) 50% of total required trees = 28 x 50% = 14	14
Total Shade Trees Provided:	18
Total Native Trees Required: (6.04.02.A.1) 50% of total required trees = 28 x 50% = 14	14
Native Trees Provided:	28 (100%)

Landscape Area: (6.04.03.B.1)

Required: 20% of developed area = 42,297 x 20% = 8,459.4	8,459.4
Provided:	17,721

Xeriscape Points

Option	Points
Utilization of moisture sensing controller other than rain switch	5
Plan submitted with low, moderate and high water usage zones indicated on the Landscape Plan	5
51% or more of the required shrubs are made up of drought tolerant species from the list	10
51% or more of the required trees are made up of drought tolerant species from the list	10
50% more than the required shade trees planted in the vehicular use area	10
Utilization of mulch other than Cypress mulch	5
Utilization of compacted mulch bed planting beds at least three inches deep in all planted areas except Ground Cover	10
Points Required:	55
Points Provided:	50



Landscape Plan

North
Scale: 1" = 20'
0 10' 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000158

Palmetto Cove

City of Stuart, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No.	19-1203
Drawn By	JWS
Submittal Dates	8-26-2020
	4-16-2021
	4-28-2021
Revision Dates	
S.W. Walls & add SP	4-16-2021
Add Street Trees	4-28-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet 1 of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area. Call 811 - Sunshine State One Call of Florida, Inc. + www.sunshine811.com
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Brazilian mulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)

10. All plant material and sod shall be fertilized in accordance with Martin County's fertilizer ordinance. Soil tests are required from the site to be in compliance with the ordinance and shall be taken from the minimum required areas as stated in the ordinance. Fertilizer shall be a complete natural organic fertilizer and slow release.

Fertilized with a complete natural organic fertilizer with a ratio as allowed by the County.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

Agriform 20-4-5 (if allowed by County) twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root ball. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

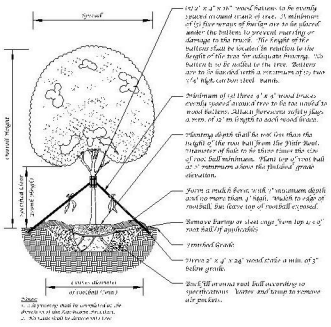
11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrum secundatum Floritam (unless otherwise noted). machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTE:
Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.

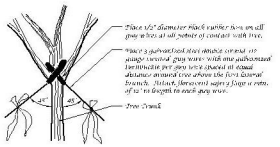
General Notes

1. No plant substitutions can be made without City of Stuart approval.
2. All required landscape improvements must be inspected and approved by the City of Stuart prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. All planting areas and sod to be irrigated to provide 100% coverage and provide adequate irrigation of landscape areas for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
6. The irrigation system shall be continuously maintained in working order.
7. An automatic Rain sensor shall be placed on-site as part of the required irrigation system.
8. Planting adjacent to fire hydrants to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 15.3.4.1 Hydrants. All fire hydrants and the check valves shall have a minimum of 7.5' from the front and sides with 2' from the rear to all landscape material per the Florida Fire Prevention Code.
9. Sod and Irrigation will be installed in any adjacent right-of-way, between curbs and curbs.
10. Root barriers shall be installed in accordance with manufacturer specifications adjacent to all trees planted within six feet of curbs or sidewalks in public right-of-way.

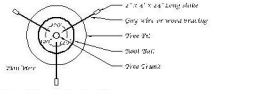
Landscape Details



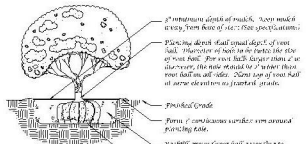
Large Tree Planting Detail (3" Caliper or Greater)
Not to Scale



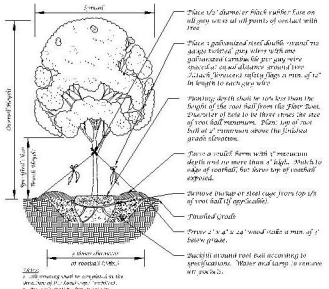
Guy Wire Attachment Detail
Not to Scale



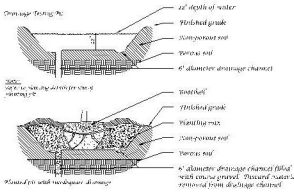
Staking Detail
Not to Scale



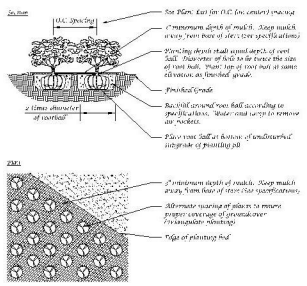
Shrub Detail
Not to Scale



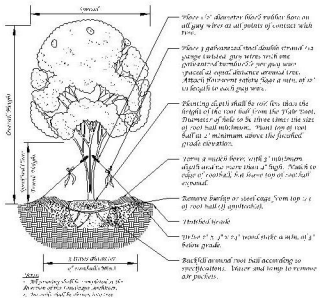
Tree Planting Detail (3" Caliper or Greater)
Not to Scale



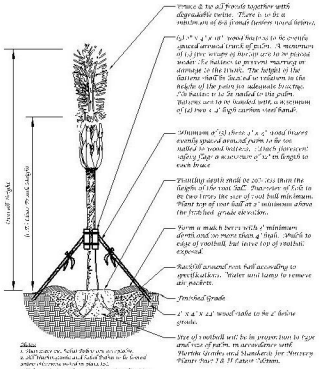
Drainage Testing Detail
Not to Scale



Ground Cover Detail
Not to Scale



Multi-Trunk Tree Planting Detail
Not to Scale



Palm Planting Detail
Not to Scale

Landscape Plan

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130I
Stuart, Florida 34994
(772) 344-2340
LC: 0000798

Palmetto Cove

City of Stuart, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0961635

Job No.	19-1203
Drawn By	JWS
Submittal Dates	8-26-2020
	4-16-2021
	4-28-2021
Revision Dates	
S.W. Walls & add SP	4-16-2021
Add Street Trees	4-28-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	WATER USAGE
		CANOPY / ORNAMENTAL TREES					
4	CS*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	8" O.A./5' SPRD.	A.S.	FULL CANOPY	LOW
13	IE*	ILEX x ATTENUATA 'EAGLESTON HOLLY'	EAGLESTON HOLLY	12' x 6', 2.5" CAL	A.S.	FULL CANOPY	LOW
5	MG*	MAGNOLIA GRANDIFLORA	LITTLE GEM MAGNOLIA	12' x 6', 2.5" CAL	A.S.	FULL CANOPY	LOW
6	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	12' x 6', 2.5" CAL	A.S.	FULL CANOPY	LOW
		PALMS					
9	SP*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK TRUNKS	LOW
		SHRUBS / HEDGES					
45	CLU	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW
355	CHI*	CHRYSOBALANUS ICACO	COCOPLUM	#3, 2' x 2'	2' O.C.	FULL & THICK	LOW
	SOD	STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD			SEE SPECS	HIGH

* = Florida Native

Landscape Data

Total Site Area:	42,297 s.f.	.97 Ac.	100%

Total Trees Required: (6.04.08)

Required: 1 Tree / 1,500 s.f. = 42,297 / 1,500 = 28	28
Provided:	28
Total Shade Trees Required: (6.04.02.A.2) 50% of total required trees = 28 x 50% = 14	14
Total Shade Trees Provided:	18
Total Native Trees Required: (6.04.02.A.1) 50% of total required trees = 28 x 50% = 14	14
Native Trees Provided:	28 (100%)

Landscape Area: (6.04.03.B.1)

Required: 20% of developed area = 42,297 x 20% = 8,459.4	8,459.4
Provided:	17,721

Xeriscape Points

Option	Points
Utilization of moisture sensing controller other than rain switch	5
Plan submitted with low, moderate and high water usage zones indicated on the Landscape Plan	5
51% or more of the required shrubs are made up of drought tolerant species from the list	10
51% or more of the required trees are made up of drought tolerant species from the list	10
50% more than the required shade trees planted in the vehicular use area	10
Utilization of mulch other than Cypress mulch	5
Utilization of compacted mulched planting beds at least three inches deep in all planted areas except Ground Cover	10
Points Required:	55
Points Provided:	50

Landscape Plan

North
Scale: 1" = 20'
0 10 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
906 East Ocean Boulevard, Suite 1304
Stuart, Florida 34994
(772) 344-2740
LC: 26000138

Palmetto Cove

City of Stuart, Florida

City Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number: LA 0001635

Job No.	19-1203
Drawn By	JWS
Submittal Dates	8-26-2020
	4-16-2021
	4-28-2021
Revision Dates	
S.W. Walls & add SP	4-16-2021
Add Street Trees	4-28-2021

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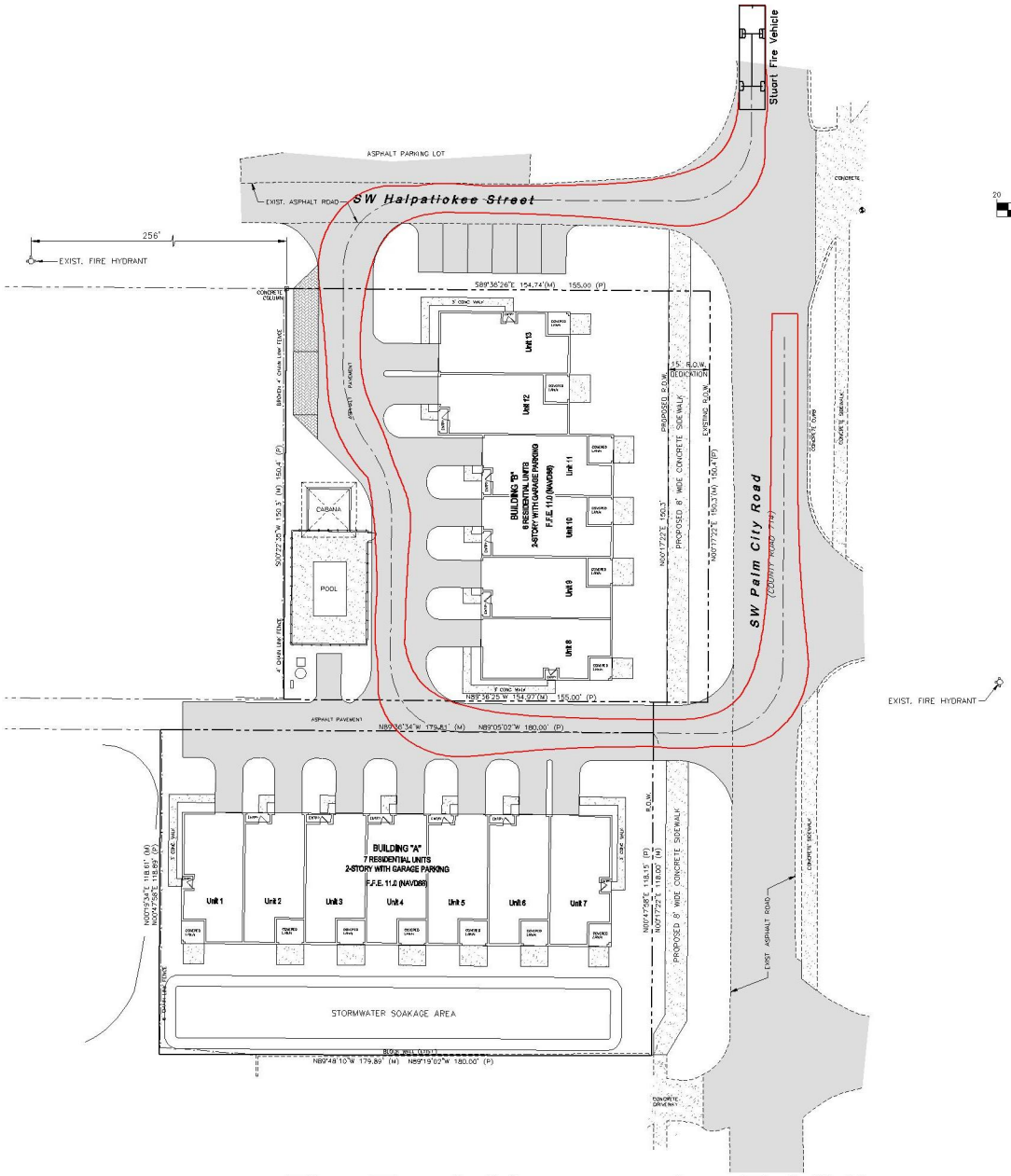
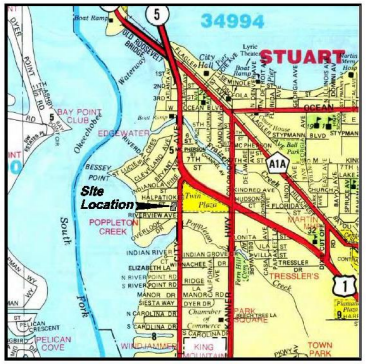
Sheet 1 of 1



Fire Truck Maneuvering Exhibit



Vicinity Map

1"=1,600'

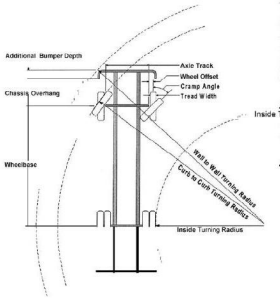
Turning Performance Analysis

02/20/2017

Bid Number: 18143TR

Department: Stuart,City of

Chassis: Quantum , Bright Finish, S Chassis, Aerials, 31K Single Axle,
Body: Aerial, HD Ladder, Quirt, Alum Body



Parameters:

Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	17.70 in.
Chassis Overhang:	82.44 in.
Additional Bumper Depth:	19.00 in.
Front Overhang:	101.44 in.
Wheelbase:	230.75 in.

Calculated Turning Radii:

Inside Turn:	18 ft. 1 in.
Curb to curb:	33 ft. 7 in.
Wall to wall:	38 ft. 10 in.

Comments:

Category:	Option:	Description:
Axle, Front, Custom	0018453	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Bmf/Qtm/AXT
Wheels, Front	0019611	Wheels, Frt, Alum, Alcoa, 22.50" x 12.25" (425/ & 385/)
Tires, Front	0001647	Tires, Michelin, 425/65R22.50 20 ply XTE2, Hiway Rib
Bumpers	0012245	Bumper, 19" extended - Sab/CC
Aerial Devices	0057609	Aerial Device, 750# Tip Load, 75' HAL, Single Axle

Notes:

Actual inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Overall truck length is 38 feet

Overall truck width is 9.6 feet

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Engineers–Surveyors (LB & C.A. 0000186)
P.O. BOX 92, 850 S. FEDERAL HWY., STUART, FLORIDA 34995
TEL. (772) 287-3535 FAX (772) 287-0905

NO.	REVISION	DATE

DESIGNED BY: DATE: 02 15 21
DRAWN BY: SCALE: 1"=20'

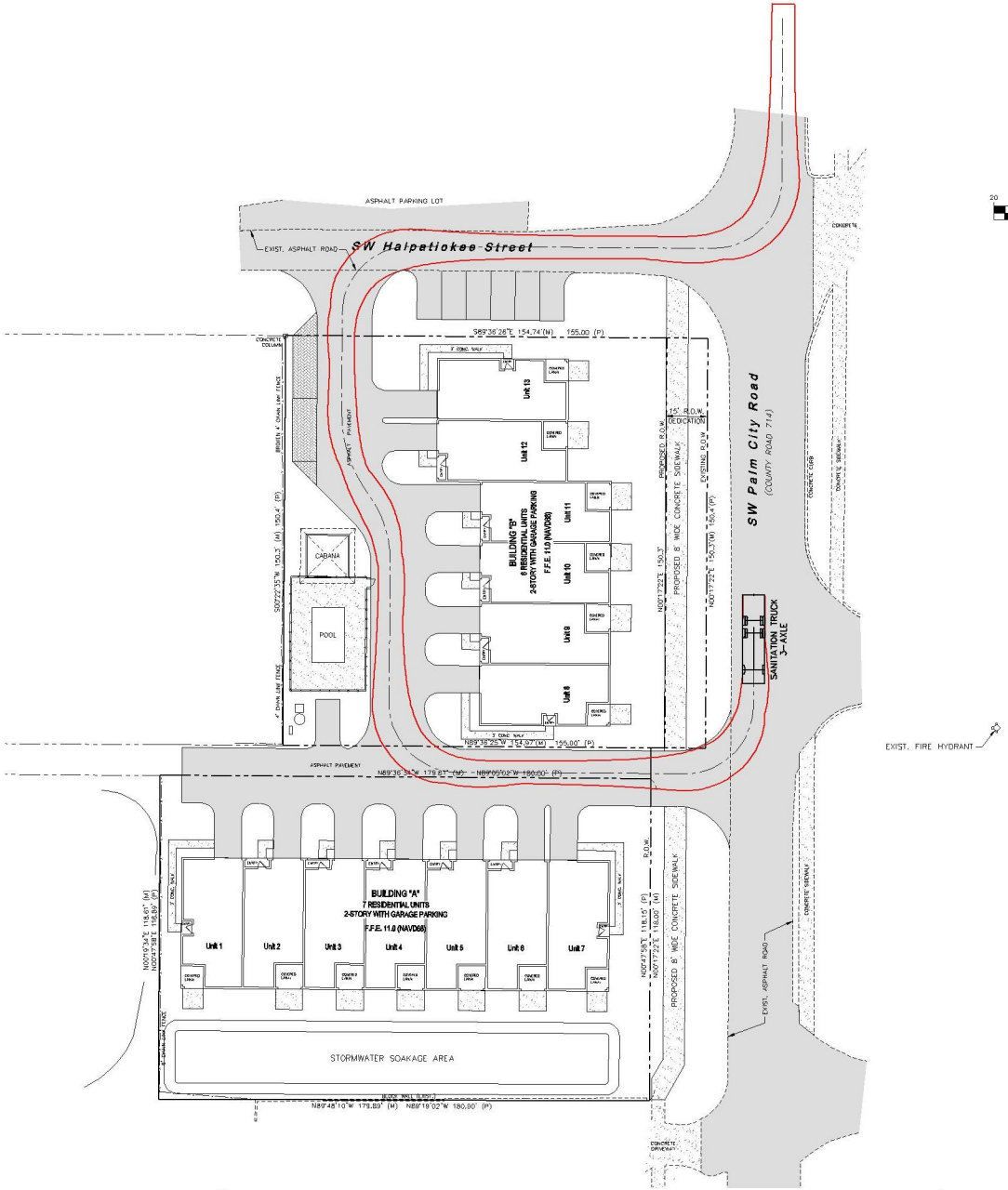
FIRE TRUCK MANEUVERING EXHIBIT

SITE DEVELOPMENT PLANS
PALMETTO COVE
802 Halpatiokee Street & 924 SW Palm City Road, Stuart, Florida

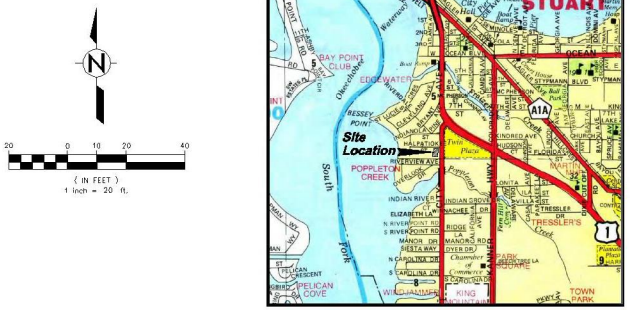
ENGINEER'S SEAL:
SCOTT T. MONTGOMERY, P.E.
FL REG. No. 45954

PROJECT NO.

SHEET 1 OF 1



Sanitation Truck Maneuvering Exhibit 1



Vicinity Map

1"=1,600'

(IN FEET)
1 inch = 20 ft.

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000180)
P.O. BOX 92, 850 S. FEDERAL HWY., STUART, FLORIDA 34995
TEL. (772) 287-3535 FAX (772) 220-0905

NO.	REVISION	DATE

DESIGNED BY:
DRAWN BY:
DATE: 02-15-21
SCALE: 1"=20'

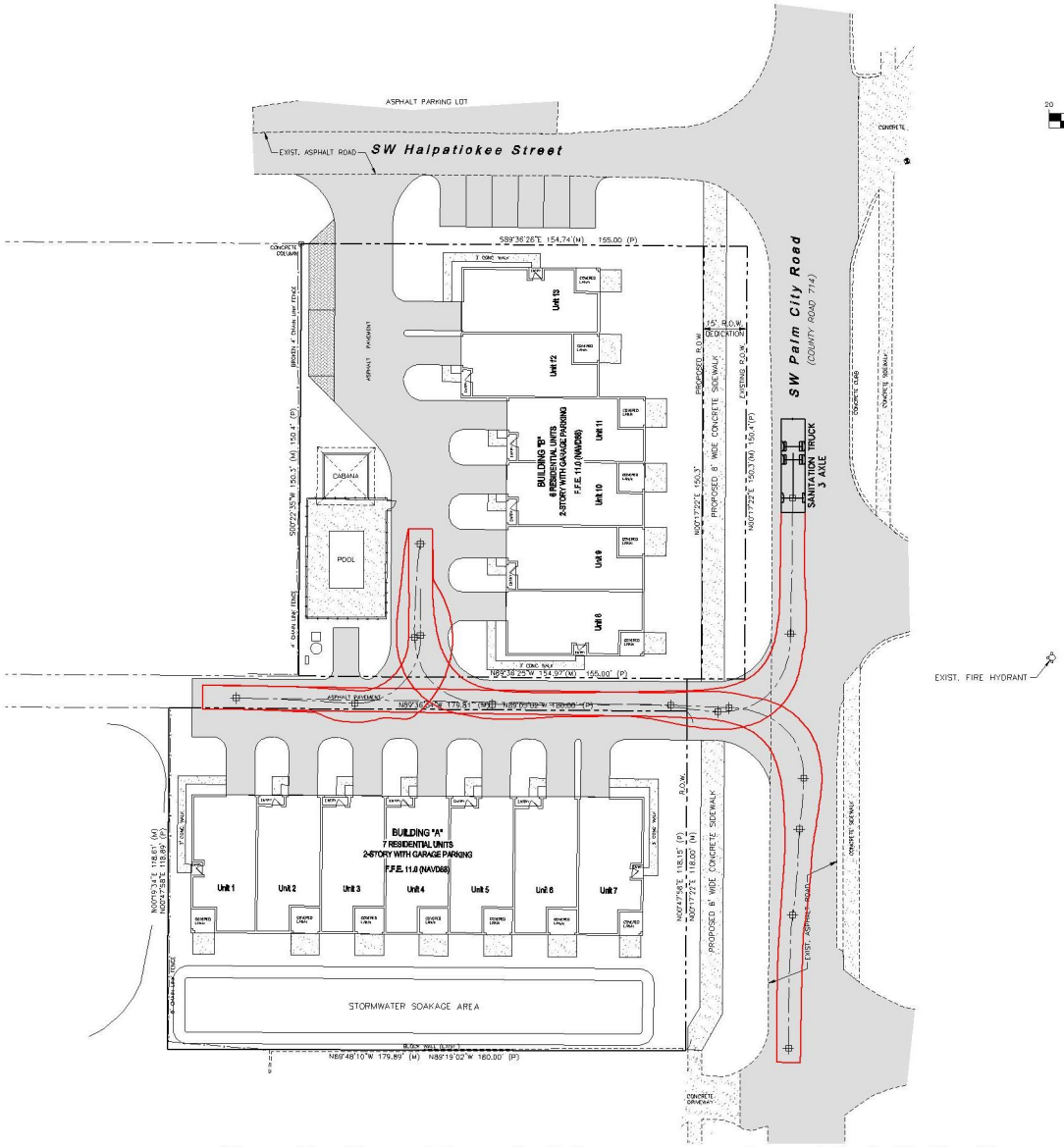
SANITATION TRUCK MANEUVERING EXHIBIT 1

SITE DEVELOPMENT PLANS
PALMETTO COVE
602 Halpatiokee Street & 924 SW Palm City Road, Stuart, Florida

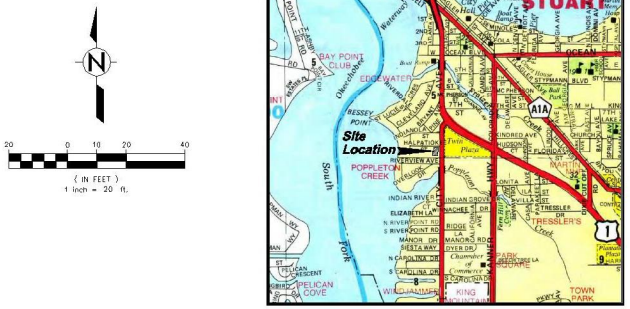
ENGINEER'S SEAL:
SCOTT T. MONTGOMERY, P.E.
FL REG. No. 43954

PROJECT NO.

SHEET 1 OF 2



Sanitation Truck Maneuvering Exhibit 2



Vicinity Map

1"=1,600'

(IN FEET)
1 inch = 20 ft.

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000182)
P.O. BOX 92, 850 S. FEDERAL HWY., STUART, FLORIDA 34995
TEL. (772) 287-3565 FAX (772) 220-0505

NO.	REVISION	DATE

DESIGNED BY:
DRAWN BY:
DATE: 02-15-21
SCALE: 1"=20'

SANITATION TRUCK MANEUVERING EXHIBIT 2

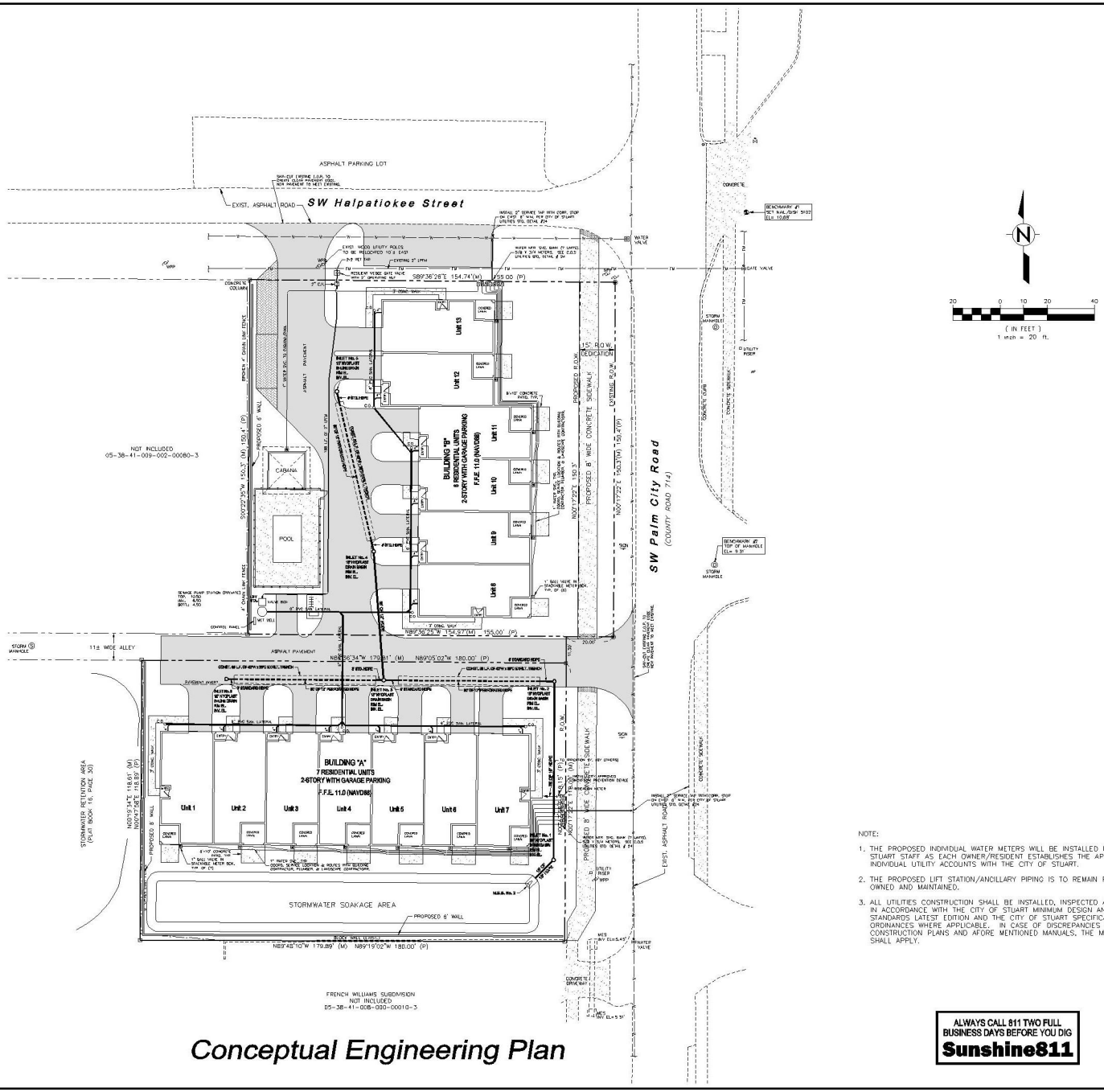
SITE DEVELOPMENT PLANS
PALMETTO COVE
602 Halpatiokee Street & 924 SW Palm City Road, Stuart, Florida

ENGINEER'S SEAL:

SCOTT T. MONTGOMERY, P.E.
FL REG. No. 45954

PROJECT NO.

SHEET
2
OF 2



Conceptual Engineering Plan

NOTE:

1. THE PROPOSED INDIVIDUAL WATER METERS WILL BE INSTALLED BY CITY OF STUART STAFF AS EACH OWNER/RESIDENT ESTABLISHES THE APPLICABLE INDIVIDUAL UTILITY ACCOUNTS WITH THE CITY OF STUART.
2. THE PROPOSED LIFT STATION/ANCILLARY PIPING IS TO REMAIN PRIVATELY OWNED AND MAINTAINED.
3. ALL UTILITIES CONSTRUCTION SHALL BE INSTALLED, INSPECTED AND TESTED IN ACCORDANCE WITH THE CITY OF STUART MINIMUM DESIGN AND CONSTRUCTION STANDARDS LATEST EDITION AND THE CITY OF STUART SPECIFICATIONS AND ORDINANCES WHERE APPLICABLE. IN CASE OF DISCREPANCIES BETWEEN THE CONSTRUCTION PLANS AND AFORE MENTIONED MANUALS, THE MOST RESTRICTIVE SHALL APPLY.

ALWAYS CALL 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG
Sunshine811

ENGINEER'S SEAL:

SCOTT T. MONTGOMERY, P.E.
FL REG. No. 43954

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000180)
P.O. BOX 92, 619 S. FEDERAL HWY., STUART, FLORIDA 34995
TEL. (772) 287-3535 FAX (772) 220-0095

NO	REVISION	DATE
1	MISC. PER C.O.S. COMMENTS	04.16.21
1	MISC. PER C.O.S. COMMENTS	02.18.21

DESIGNED BY: DATE: 08.20.20
DRAWN BY: SCALE: 1"=20'

CONCEPTUAL ENGINEERING PLAN

SITE DEVELOPMENT PLANS
PALMETTO COVE
602 Halpatiokee Street & 924 SW Palm City Road, Stuart, Florida

PROJECT NO.

SHEET 1 OF 1

BLDG A NORTH ELEVATION (PARKING)

SCALE: 3/16" = 1'-0"

BLDG A SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

JOB NUMBER:
19-178A

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING A FOR:
PALMETTO CALLE

Address: stuart florida

Date Drawn: 8-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions :

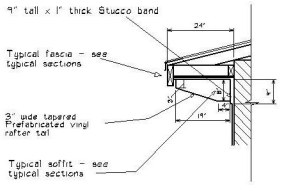
DANIEL R. BRADEN
AR 0770

BLDG A EAST ELEVATION (STREET)

SCALE: 3/16" = 1'-0"

BLDG A WEST ELEVATION

SCALE: 3/16" = 1'-0"



Out-looker Detail

Scale: n.t.s

JOB NUMBER: 19-178A

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING A FOR:

PALMETTO CALLE

Address: stuart florida

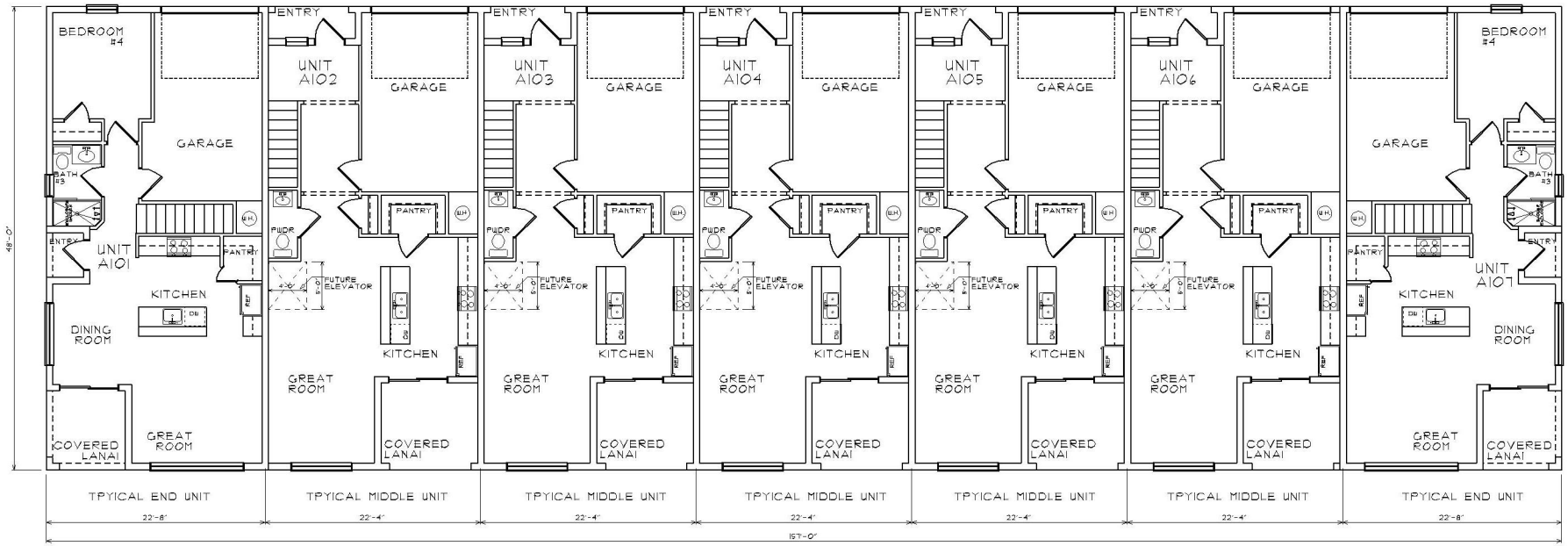
Date Drawn: 8-21-20

Drawn by: D.R.B. C.C.U.

Checked by: D.R.B.

Revisions :

STATE OF FLORIDA — DANIEL R. BRADEN — AR 9770 — REGISTERED ARCHITECT



BUILDING A FLOOR PLAN

SCALE 3/16" = 1'-0"

Building A Square Footage TOTAL
First Floor Foot Print = 7,536 sq. ft.
Second Floor Foot Print = 7,409 sq. ft.
Total Footprint = 14,945 sq. ft.

JOB NUMBER: 19-178A
SHEET NO:
OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
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Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

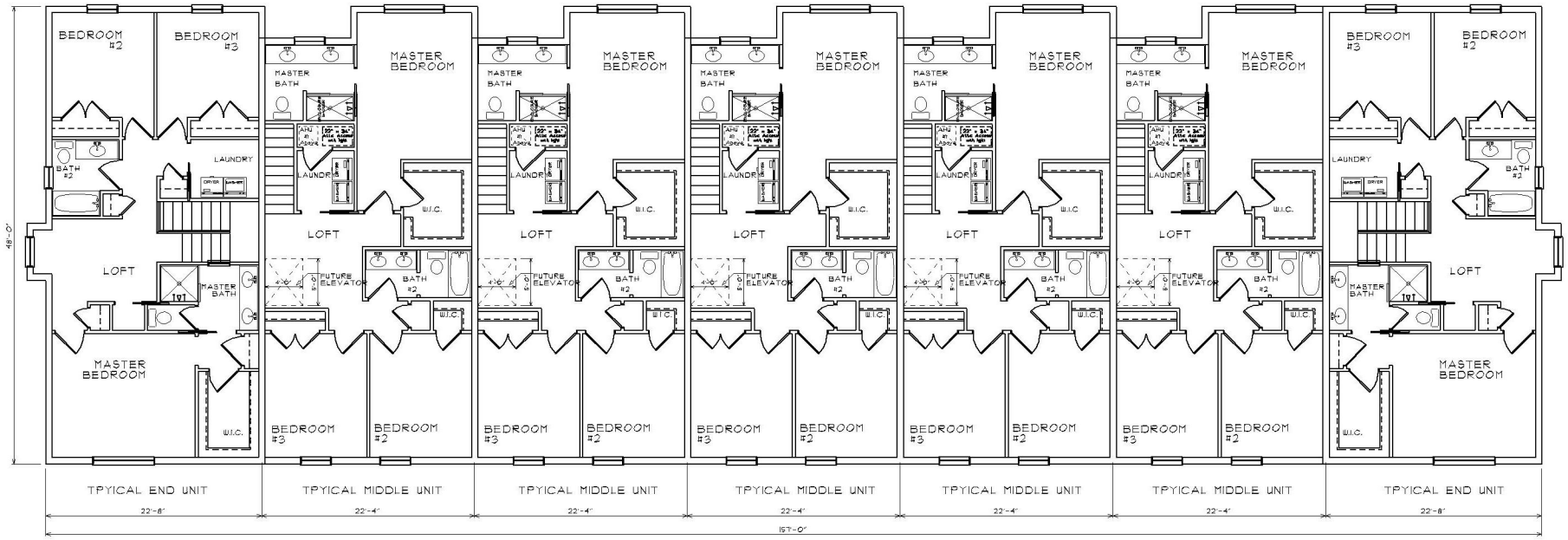
BUILDING A FOR:
PALMETTO CALLE

Address: stuart florida

Date Drawn: 8-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions :

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT



BUILDING A SECOND FLOOR PLAN

SCALE 3/16" = 1'-0"

JOB NUMBER: 19-178A

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING A FOR:
PALMETTO CALLE

Date Drawn: 8-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions :

Address: stuart florida

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
LICENSED ARCHITECT

BLDG B WEST ELEVATION (PARKING)

SCALE: 3/16" = 1'-0"

BLDG B EAST ELEVATION (STREET)

SCALE: 3/16" = 1'-0"

JOB NUMBER: 19-178B

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING B FOR:

PALMETTO CALLE

Address: stuart florida

Date Drawn: 8-21-20

Drawn by: D.R.B. C.C.U.

Checked by: D.R.B.

Revisions :

STATE OF FLORIDA
DANIEL R. BRADEN
AR 8770

BLDG B NORTH ELEVATION

SCALE: 3/16" = 1'-0"

BLDG B SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

JOB NUMBER:
19-178B

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING B FOR:

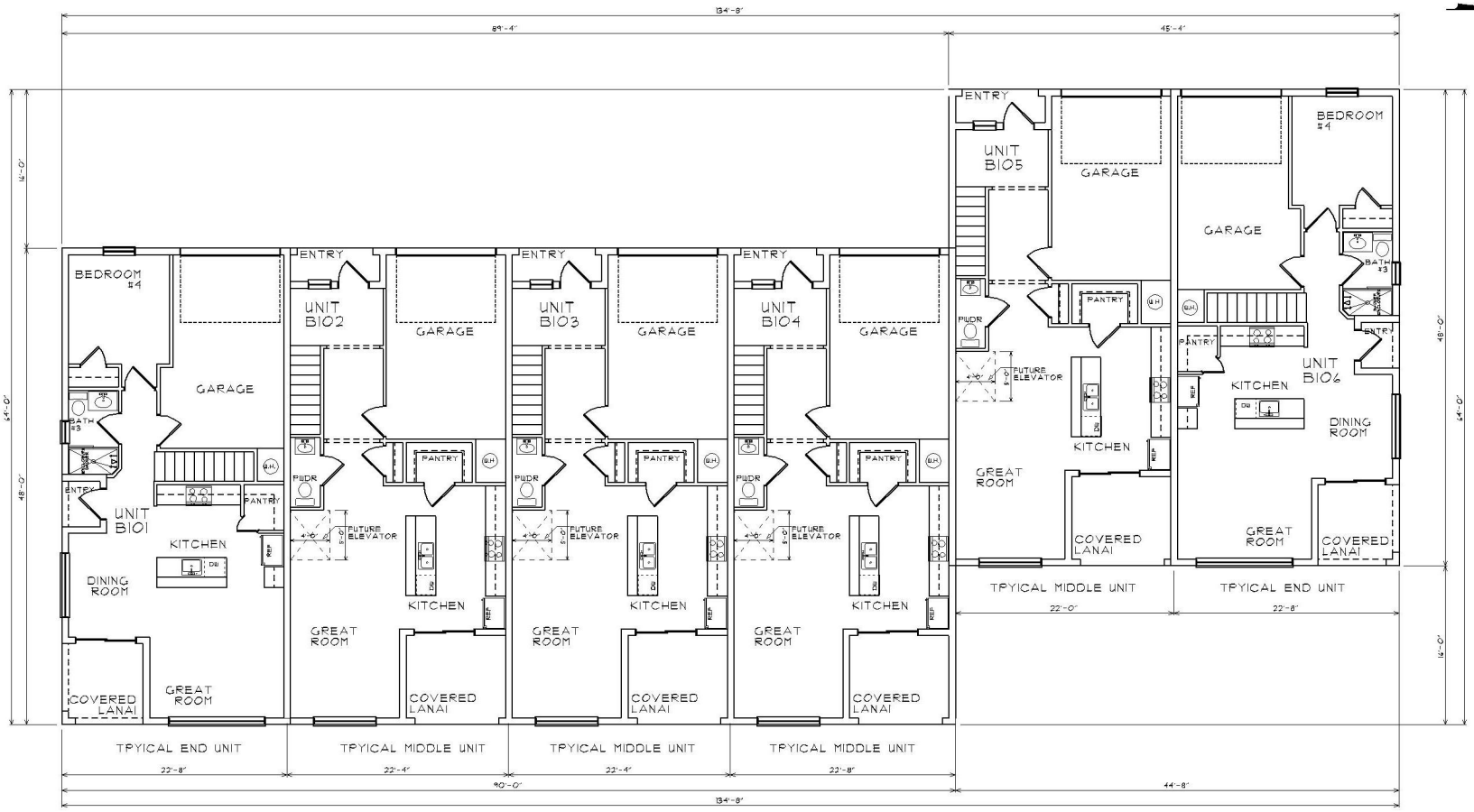
PALMETTO CALLE

Address: stuart florida

Date Drawn: 8-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions :

STATE OF FLORIDA
DANIEL R. BRADEN
AR 8770



BUILDING B FLOOR PLAN

SCALE 3/16" = 1'-0"

Building B Square Footage TOTAL

First Floor Foot Print =	6,475 sq. ft.
Second Floor Foot Print =	6,375 sq. ft.
Total Footprint =	12,850 sq. ft.

Revisions :

Date Drawn: 8-15-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

BUILDING B FOR:
PALMETTO CALLE

Address: stuart florida

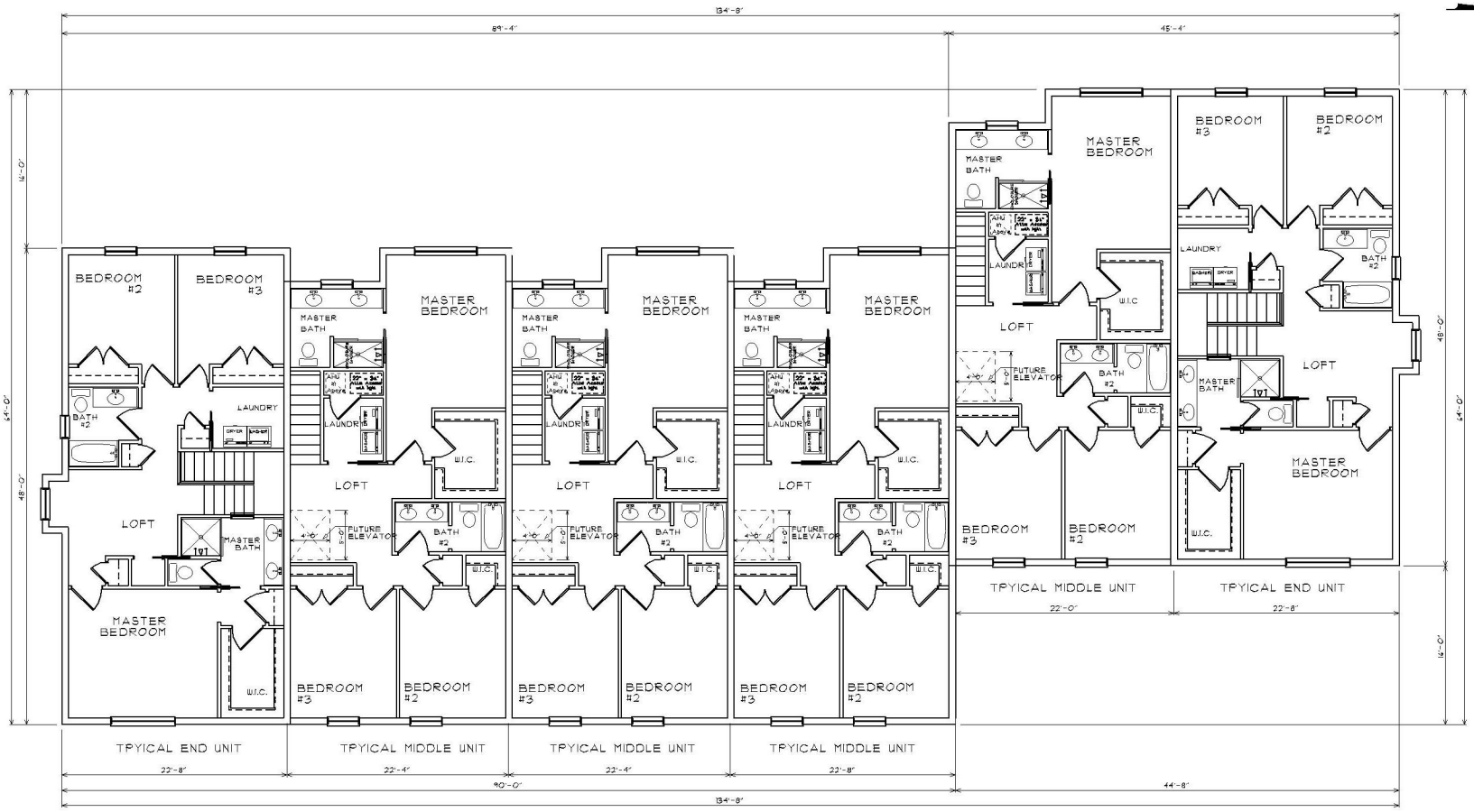
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-9283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

SHEET NO:

OF X.

JOB NUMBER:
19-178B

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT



BUILDING B SECOND FLOOR PLAN

SCALE 3/16" = 1'-0"

Building Square Footage

First Floor Foot Print =	7,536 sq. ft.
Second Floor Foot Print =	7,409 sq. ft.
First Floor Total =	14,945 sq. ft.

Revisions :

Date Drawn: 8-15-20
Drawn by: D.R.B.
C.C.U.
Checked by: D.R.B.

BUILDING B FOR:
PALMETTO CALLE

Address: stuart florida

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
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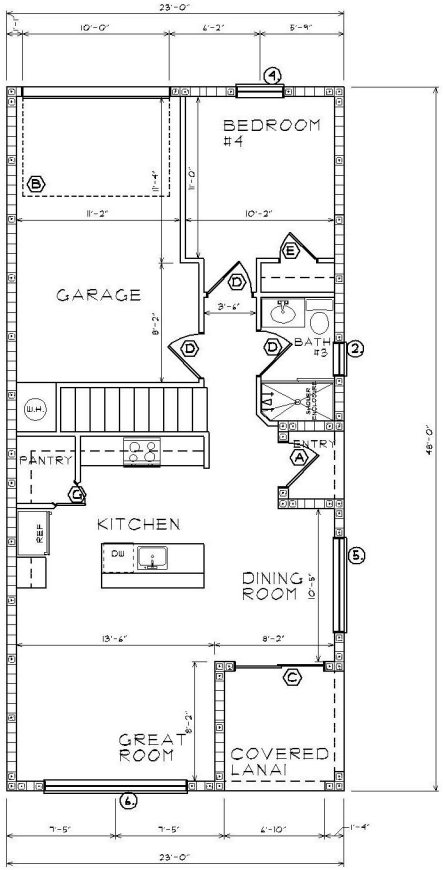
SHEET NO:

OF X.

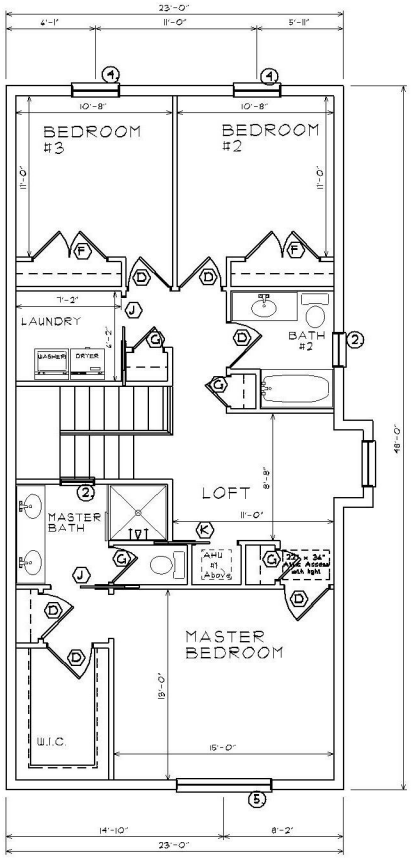
JOB NUMBER:
19-178B

STATE OF FLORIDA
DANIEL R. BRADEN
AR 8770
REGISTERED ARCHITECT



Typical End Unit 1st Floor Plan

SCALE 1/4" = 1'-0"



Typical End Unit 2nd Floor Plan

SCALE 1/4" = 1'-0"

TYPICAL END UNIT PLANS

First Floor Square Footage

First Floor A/C =	760 sq. ft.
Covered Porch Total =	84 sq. ft.
Garage =	260 sq. ft.
First Floor Total =	1,104 sq. ft.

Second Floor Square Footage

Second Floor A/C =	1,054 sq. ft.

A/C Space Breakdown

First Floor A/C =	760 sq. ft.
Second Floor A/C =	1,054 sq. ft.
Total A/C space =	1,814 sq. ft.

Revisions :

Date Drawn: 4-25-19
Drawn by: N.T.C.
Checked by: D.R.B.

Residence For:
Southern Landmark

Address: stuart, florida

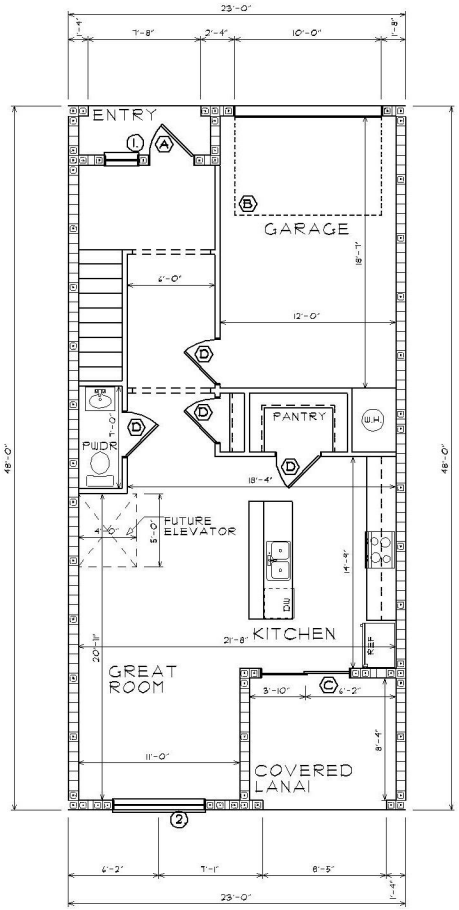
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8263
Website: www.bradenarchitects.com
Stuart, FL 34994 #AA0000032

SHEET NO:

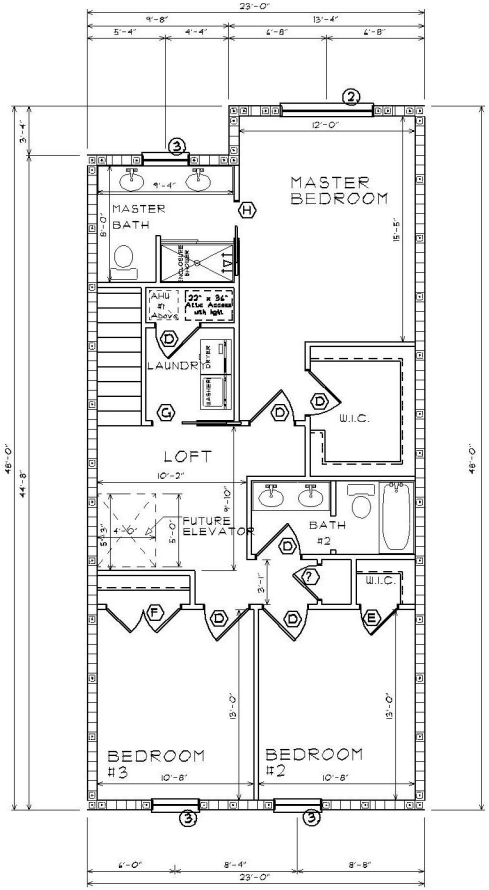
OF xx

JOB NUMBER:
19-178

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT



Typical Middle Unit 1st Floor Plan
SCALE 1/4" = 1'-0"



Typical Middle Unit 2nd Floor Plan
SCALE 1/4" = 1'-0"

TYPICAL MIDDLE UNIT PLANS

First Floor Square Footage

First Floor A/C =	684 sq. ft.
Covered Porch Total =	96 sq. ft.
Garage =	245 sq. ft.
First Floor Total =	1,055 sq. ft.

Second Floor Square Footage

Second Floor A/C =	982 sq. ft.

A/C Space Breakdown

First Floor A/C =	684 sq. ft.
Second Floor A/C =	982 sq. ft.
Total A/C space =	1,667 sq. ft.

Revisions :

Date Drawn: 8-21-20
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
Southern Landmark

Address: stuart florida

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
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Stuart, FL 34994 #AAC000032

SHEET NO:

OF xx

JOB NUMBER:
18-

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

PALMETTO CALLE - STUART, FL

PALM CITY ROAD WEST FACING

PALM CITY ROAD SOUTHWEST FACING

JOB NUMBER: 19-178A

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING A FOR:
PALMETTO CALLE

Address: stuart florida

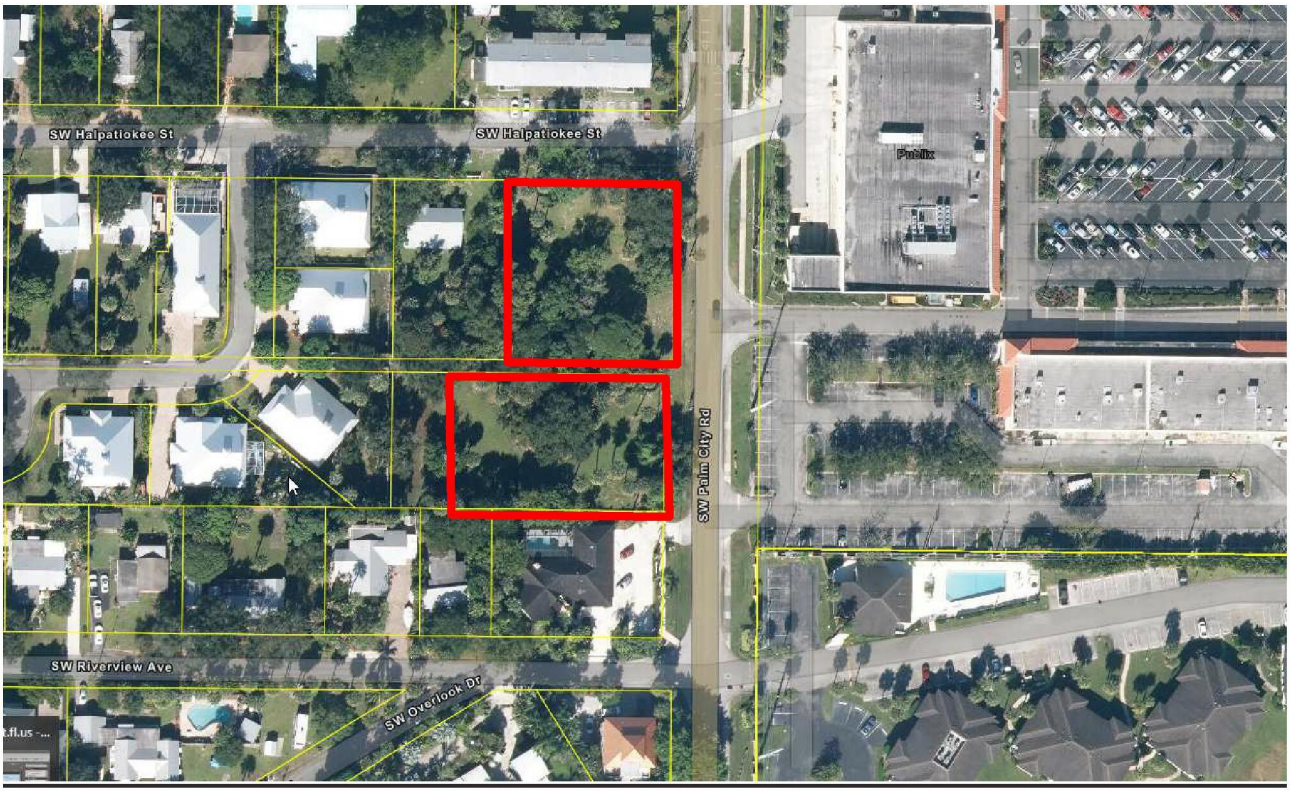
Date Drawn: 8-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions :

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
LICENSED ARCHITECT

CITY OF STUART
May 10, 2021

Project Name: Palmetto Cove RPUD – Rezoning to the RPUD	**Property Owner:** 924 SW Palm City Road, LLC
Project No.: Z20100003	**Applicant/Petitioner:** Nicolas Calle, President
Ordinance No: 2463-2021	**Agent/Representative:** C. Montgomery and Associates
	Case Planner: Tom Reetz
Location: Southwest corner of Halpatiokee Street and Palm City Road 05-38-41-009-002-00010-8 and 05-38-41-024-000-00020-0 924 SW Palm City Road	



PROJECT SUMMARY		
Property Size (area)		0.97 Acres
Present Use		Undeveloped
Subject Property Land Use		Office Residential
Adjacent FLU	*North*	City of Stuart - Office Residential
	South	City of Stuart - Office Residential
	East	City of Stuart - Commercial
	West	City of Stuart – Residential Low
Subject Property Zoning		R-3
Adjacent Zoning	*North*	City of Stuart -R3-Multi-Family/Office
	South	City of Stuart -R3-Multi-Family/Office
	East	City of Stuart - B-2 (Publix)
	West	City of Stuart – R1 (Flora Belle subdivision)
Subject Property Zoning District		R-3
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		13 Multi-family units
City Approvals		Building Department – No comments at this time. Fire Department – See Conditional Approval attached Public Works – See Conditional Approval attached Police Department – No comments at this time
Brief Explanation		The intent of this application is to rezone existing R-3 property to establish a RPUD to allow the construction of 13 townhomes in two two-story buildings. The subject property totals .97 acres. The property is currently undeveloped.
Staff Recommendation: Staff recommends approval for the rezoning to the RPUD to allow for 13 multifamily townhomes		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

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

B. Site Posting Date: 2.24-2021

C. Mail Notice Postmark: 2.24-2021 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. ORDINANCE NO. 2463-2021

III. APPLICATION: Dated 10.16.2020

IV. HISTORY OF THE SITE

The property is currently undeveloped. A single-family house was built on the northern property and was demolished more than 4 years ago.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of two parcels, one on the north side and the other on the south of an existing public right of way (11' alley) totaling 0.97 acres in size.

Project Description

A Site Plan has been planned for 13 multi-family apartments within 2 two-story townhome buildings.

B. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the existing Land Use Designation:

C. Rezoning to the RPUD Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to the RPUD would allow for multi-family housing to be constructed at the site. Policy A7.2 Table of Land Use Densities and intensities. The code allows up to 11.62

dwelling units per acre by right for the Office/Residential Land Use Category and up to 30 DU/acre with City Commission approval. The applicant is proposing 13.1 DU/acre.

D. Technical Review by Other Agencies

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. LPA BOARD & CC RECOMMENDATION

Approved at the April 8, 2021 meeting and at First Reading on April 26, 2021

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the rezoning to the RPUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the request.

SELECTION CRITERIA: Permit No = Z20100003 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2021-03-30 12:13:55	03/30/2021	mrogolin		

Date: 3-30-2021

To: Tom Reetz

Subject: SE Central Parkway Lofts Site Major RPUD #Z20100003rev

In reviewing the above referenced project, based on the project review response letter dated March 24,2021 this Department does approve the conceptual/RPUD application only. Please address the following comments.

•This review is not for construction, further review will be required for construction.

•The proposed brick pavers located within the SE Central Parkway Rights-of-Way is not an approved method of construction by the Public Works Dept.

•The City of Stuart Utility Availability fees will be calculated based on the proposed number of 1,2,3-bedroom/square footage apartments and square footage of the clubhouse. Please contact Marc Rogolino @ (772) 221-4700 for fees totals.

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

All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.
CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700.

SELECTION CRITERIA: Permit No = Z20100003 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date

SELECTION CRITERIA: Permit No = Z20100003 and Review Stop = F and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2021-04-02 15:03:28	04/02/2021	mcawley		

Conceptual review passed with comments.

"Stabilized Fire Truck Exit" does not comply with NFPA 1, 18.2.3.5.2. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. Surface is not an all-weather driving surface.

Site permit must have a preliminary site survey test completed to determine the available Fire Department radio signal strength and if a BDA system shall be required.

Palmetto Cove (.97 Ac)

Comprehensive Plan

FLU: Office/Residential: This mixed-use category allows offices and living residential quarters in the same building or in adjacent buildings. Zoning controls the compatibility of these buildings with adjacent land uses. Commercial uses are allowed. Also, public facilities and electric distribution substations are allowed.

Density: Single-family < 10 du/acre

Duplex or multi < 11.62 du/acre

PUD < 30 du/acre, (see also LDR 2.03.02 and 2.03.03)

Land Development Code

Zoning: R-3 residential – multi-family/office

Permitted development: 9 single-family (max height 35ft – 3 stories), 50% impervious.

11 duplex or Multi-family (max height 35ft – 3 stories), 40-50% impervious.

Office (max height 45ft – 4 stories), 40% impervious.

Mixed-Use (max height 45ft – 4 stories), 40% impervious.

Buffer to the South Buffer required (25ft + 10ft = 35ft)

Buffer screen to the South Screen 25% = 8.75ft + wall/fence

PUD may be designated by City Commission up to FLU Density 30 du/ac = 29 units. (table 3b LDR 2.03.09).

PUD Open Space 30%

McCARTHY SUMMERS WOOD NORMAN MELBY & SCHULTZ P.A.
Attorneys at Law

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood

Donna R. McMillan
Jessica M. VanValkenburgh
Christen Spake
Kimberly A. Ryan

*Board Certified Real Estate Lawyer
**Board Certified Wills, Trusts & Estates Lawyer
***Board Certified Elder Law Lawyer

October 16, 2020

VIA HAND-DELIVERY
Kevin Freeman, Development Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: ***Palmetto Calle – Rezone Real Property Application***

Dear Kev,

Enclosed, on behalf of our client, 924 SW Palm City Road, LLC, please find the following:

1. Executed Rezone Real Property Application;
2. Our client's check, made payable to the City of Stuart, in the application fee amount of $3,584;
3. One hard copy of PUD Site Plan, Boundary Survey, Landscape Plan, Conceptual Engineering Plan and Preliminary Architectural Plans; and
4. One (1) PDF formatted electronically signed and sealed disc of application materials.

Please advise should you require anything further.

Thank you.

Very truly yours,

Terence P. McCarthy, Esquire
tpm@mccarthysummers.com
TPM/dd

Enclosures

cc: Client
Scott Montgomery

P:\DOCS\16491\16491.01\LTR\34P1207.DOCX 10/16/2020

Reviewed By: ____

CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
REZONE REAL PROPERTY APPLICATION
(including Planned Unit Developments}

Application must be legible with all relevant fields completed.

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: October 16, 2020
Project Name: **Palmetto Calle**	
Parcel ID# **05-38-41-009-002-00010-8** **05-38-41-024-000-00020-0**	**Project Address: 924 SW Palm City Road, Stuart, FL**
Current Zoning: **R-3**	Current Land Use: **Office Residential**
Proposed Zoning : **RPUD**	Proposed Land Use: **Office Residential**
Present Use: **Vacant**	Site Area/Acreage: **0.97 ac.**
Fees *{check box}: This does not include fees that maybe charged as a result of application review by the City's consultants or any required recording fees .*	
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 MXPUD $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 Requirement s: 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:

- 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
- Complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed}.*

(ov e r)

General Information

(Please Print or Type)

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

Name:	City/State/Zip Code: **Wellington, FL 33414**
Title:	Telephone Number **(561) 307-2998**
Company: **924 SW Palm City Road, LLC**	Facsimile Number :
Company Address: **12917 Mizner Way**	Email Address (optional) : **nicolasdanielcalle@gmail.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: **Terence P. McCarthy, Esquire**	City/State/Zip Code: **Stuart, FL 34994**
Title:	Telephone Number: **(772) 286-1700**
Company: **McCarthy Summers Wood Norman Melby & Schultz, P.A.**	Facsimile Number: **(772) 283-1803**
Company Address: **2400 SE Federal Highway, 4 FL**	Email Address (optional): **tpm@mccarthysummers.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:	City/State/Zip Code: **Wellington, FL 33414**
Title:	Telephone Number: **(561) 307-2998**
Company : **924 SW Palm City Road, LLC**	Facsimile Number :
Company Address: **12917 Mizner Way**	Email Address (optional) **nicolasdanielcalle@gmail.com**

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

SEE SIGNATURE PAGE ATTACHED HERETO

~~4. Signed this _____ day of _____, 2020.~~

~~_____~~

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

~~*Note: Florida Statutes requires one of the following: corporate officer's signature attested by the corporate secretary and corporate seal applied; or, corporate seal applied and one witness; or corporate officer's signature and two witnesses.*~~

~~STATE OF FLORIDA~~
~~COUNTY OF _____~~

~~The foregoing instrument was acknowledged before me by means of € physical presence or € online notarization, this _____ day of _____, 2020, by **Nicolas Calle, President of 924 SW Palm City Road, LLC, a Florida limited liability company** on behalf of the **Company**.~~

~~_____~~

~~_____ Notary Public – State of Florida~~

~~(SEAL)~~

~~_____ Printed Name: _____~~

_____

~~Personally Known OR Produced Identification~~
~~Type of Identification Produced:~~ _____

SIGNATURE PAGE

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

4. Signed this 15 day of October, 2020.

924 SW Palm City Road, LLC, a Florida limited liability company
BY: Palm City 924, Inc., a Florida corporation, Manager

By: Nicolas Calle

Nicolas Calle, President

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

Note: Florida Statutes requires one of the following: corporate officer's signature attested by the corporate secretary and corporate seal applied; or, corporate seal applied and one witness; or corporate officer's signature and two witnesses.

STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of October, 2020, by **Nicolas Calle, President of Palm City 924, Inc., a Florida corporation, Manager of 924 SW Palm City Road, LLC, a Florida limited liability company on behalf of the Company.**

(SEAL)

Steven Lawrence Sr
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 18-3542-1
Expires October 3, 2024

Notary Public – State of ~~Florida~~ Nevada

Printed Name: Steven Lawrence Sr

Notarized online using audio-video communication

Personally Known OR Produced Identification
Type of Identification Produced: Florida Drivers License

P.O. Box 92

Phone (772) 287-3636

C. CALVERT MONTGOMERY & ASSOCIATES, INC.

ENGINEERS

STUART, FLORIDA 34995

March 24, 2021

Kevin Freeman, Development Director
City of Stuart
121 SW Flagler Ave.
Stuart Fl. 34994

RE: Palmetto Cove
924 SW Palm City Road

Dear Kev:

We're hereby re-transmitting our submittal of February 17th, 2021 addressing the Fire & Public Works Departmental comments contained in your Steve Mayer's email of February 10th, 2021 to Donna Dempsey, and but with inclusion of an additional exhibit in response to a follow-up request made by Mathew Cawley of the Fire Department:

Fire:

1) *NFPA 1, 18.2.3.4.1.1 Fire department access roads shall have an unobstructed width of not less than 20 feet.*
   The drive aisle pavement width thru the Development has been revised on the Site Plan and Conceptual Engineering Plan to provide the minimum twenty (20) feet as requested.
2) *NFPA 1, 18.2.3.4.3.1 The turning radius of a fire department access road shall be as approved by the AHJ. Submit Autoturn using Stuart Fire Rescue truck specifications. Contact mcawley@ci.stuart.fl.us for specification sheet.*
   Please see the Fire Truck Maneuvering Exhibit enclosed depicting Stuart's Fire Rescue vehicle route thru the site.
3) *Show location of fire hydrants.*
   The nearest existing fire hydrants are shown on the revised Site Plan and Conceptual Engineering Plan. Please also refer to the Fire Hydrant Location Exhibit providing additional distances from the existing hydrants to the building corners as measured along the fire hydrant access roads (routes) per NFPA 1, 18.5.1.4 and 18.5.3.

Public Works:

In reviewing the above referenced project, this Department does not approve the RPUD application only. Please address the following comments;

WATER-
The proposed individual water meters will be installed by City of Stuart staff as each owner/resident establishes the applicable individual utility accounts with the City of Stuart.
Agree.

SANITARY SEWER-
The proposed lift station /ancillary piping is to remain privately owned & maintained.
The proposed gate valve (GV) located at the connection/wet-tap at the City of Stuart infrastructure must be a resilient wedge gate valve w/ 2" operating nut.
Agree.

SANITATION-
Assuming CARTS- Please verify
Applicant must provide an AutoTurn exhibit ensuring a 42 ft side loading (from passenger side) sanitation truck can service all carts safely with minimal backing.
Individual carts will be provided as each owner/resident establishes the applicable individual utility accounts with the City of Stuart.
When not out for service, all Carts must be kept within the proposed garages/screened from eye.
Agree as to all. Waste & recycling carts will be utilized instead of an onsite dumpster(s) and enclosure. The truck route is provided on the Sanitation Truck Maneuvering Exhibits.

If DUMPSTER(S)- *Please verify.*
Not applicable.

Abandonment of the existing alleyway is required.
Agree.

The proposed on-street parking (SW Halpatiokee St.) is to owned & maintained by the developer/ POA/ HOA.
Understood.

The proposed 15 ft ROW dedication is located within a Martin County ROW.
Agree.

MC ROW approval/permit is required for the construction of the SW Palm City Rd. entrance/exit.
Agree. The driveway connection and Martin County Right-of-Way Permit will be addressed concurrently with the Palm City Road right-of-Way dedication.

The City of Stuart Utility Availability fees will be calculated based on the proposed number of multi-family units/ cabana. Please contact Marc Rogolino for estimated fee totals.
Additional review is required
Agree.

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

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

CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.
Agree.

If you should have any further questions or comments please don't hesitate to contact Mr. McCarthy's office, or you may contact me directly at 772-287-3636, or by email at scott@ccmaengineers.com .

Sincerely,

C. CALVERT MONTGOMERY & ASSOCIATES, INC.

Scott T. Montgomery

Attach.

Cc: Client
Terence McCarthy

McCARTHY SUMMERS WOOD NORMAN MELBY & SCHULTZ P.A.
Attorneys at Law

December 10, 2020

VIA HAND-DELIVERY
Stephen Mayer, Senior Planner
Development Department
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: ***924 SW Palm City Road, LLC***

Dear Stephen:

Enclosed please a School Impact Worksheet and School Map attachment pursuant to your December 4, 2020 e-mail to Terry.

Please advise should you need anything further.

Very truly yours,

Donna

Donna A. Dempsey, FRP
Paralegal to: Terence P. McCarthy, Esquire
/s

Enclosure

P:\DOCS\16491\16491.01\LTR\34U4983.DOCX 12/9/2020 3:18:42 PM

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood

Donna R. McMillan
Jessica M. VanValkenburgh
Christen Spake
Kimberly A. Ryan

*Board Certified Real Estate Lawyer
**Board Certified Wills, Trusts & Estates Lawyer
***Board Certified Elder Law Lawyer

Print Form

Martin County School Board
500 East Ocean Boulevard
Stuart, FL 34994

School Impact Worksheet

The purpose of this school impact worksheet is to assist in planning for future public school facility needs and concurrency requirements. It is to be completed for any proposed residential project, and residential rezoning, amendments to FLUM with residential components, and DRIs.

Date: December 9, 2020
Parcel ID#: 05-38-41-009-002-00010-8; 05-38-41-024-000-00020-0
Project Name: Palmetto Calle
Former Project Name:
Owner/Developer: 924 SW Palm City Road, LLC
Contact Name/Number: Nicolas Calle - (561) 307-2998
Total Project Acreage: 0.97 ac.
Year 1 of the Build-Out: 2021

1. Please indicate the most likely build-out scenario. Show build-out by year and number of units/year.

Unit Type	Number of Units	First 5-year Period					Second 5- year Period				
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
Single-family detached											
Multi-family											
Apartment											
Townhouse	13	7	6								
Other											

Note: If build-out is expected to go beyond the 10 year period above, please attach an additional table with build-out years until project completion.

2. Project number and type of residential dwelling units at build-out, as follows:

Unit Type	Number of Units	Typical Unit Floor Area (sq. ft.)	Estimated Price ($) Per Unit	Number Restricted to 55+ Age Group
Single-family detached				
Multi-family				
Apartment				
Townhouse	13	1,900	400,000	-0-
Other				

3. Please include a location map showing elementary, middle and high schools within a two-mile radius of the proposed project. If no schools are within a two-mile radius of the project, please indicate the nearest schools to the project.

Martin County

Plot Name: G:\projects\gmd\ekohler\map_docs\schools.mxd
Created By: Emily Kohler (IT& Dept)
Plot Date: Updated 9/5/18

School Locations

0 1.25 2.5 5 7.5 10 Miles

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

Location Map

Legend

- Schools
- Major Roads
- Roads

N

JENSEN BEACH HIGH SCHOOL
ENVIRONMENTAL STUDIES
JENSEN BCH ELEM.
FELIX A WILLIAMS ELEM.
STUART-MID
SPECTRUM JR/SR HS
ST. JOSI PH
J D PARKER ELE.
BESSEY CREEK ELEM.
CITRUS GROVE ELEM.
MARTIN COUNTY HS
HIDDEN OAKS MID.
PALM CITY ELEM.
PORT SALERNO ELEM.
WILLOUGHBY CENTER
PINEWOOD ELEM.
MURRAY MID.
CLARK CENTER
DR. DAVID ANDERSON MID.
SEAWIND ELEM.
CRYSTAL LAKE ELEM.
SOUTH FORK HIGH
HOBE SOUND ELEM.
THE PINE SCHOOL
INDIANTOWN MIDDLE
WARFIELD ELEM.

Martin County School District CIP

School Concurrency Determination

Project: **Palmetto Calle**
Date Received: 12/16/2020 - REV 4.29.2021
Project #: **053841009002000108; 053841024000000200**
Owner/Applicant: Nicolas Calle /Terry McCarthy, Esq.
Location: SW Halpatiokee St. & SW Palm City Rd., .97 acres

Planned Project Units: 13 Townhomes

Project Unit Yield by Type of School

School Type	Rate	Students
Elementary:	.0997	1
Middle School:	.0510	1
High School:	.0709	1
SGR =	**.2216**	**3**

Service Area Analysis:

CSA	LOS	3 YR Added Capacity	Total LOS Capacity	Current Student Enrollment	Projects w/Reserved Capacity	This Project Demand	TOTAL Demand	Available Capacity
Stuart CSA – Elementary J.D. Parker (z), Port Salerno, Pinewood	2203	0	2203	2059	118	1	2178	25
Stuart CSA – Middle Stuart Middle	1314	0	1314	777	78	1	856	458
North CSA – High School Jensen Beach HS	1914	0	1914	1427	163	1	1591	323

Concurrency Availability: Pursuant to the City, County, School District Interlocal Agreement for School Planning and Siting, Section 6.2.7 and Article 5 of the Martin County Land Development Regulations, Division 5, Section 5.83, the School District has determined that sufficient school capacity ***exists*** to serve the change in residential dwelling units proposed in this application to meet the school concurrency requirements under Florida Statute 163.3180.

School Capacity: This analysis is only used to serve as a review of the potential impact of the schools within the area of a future residential land use. School capacity *shall* be reserved for the above referenced project upon receipt of a final approval from the Martin County Growth Management Department. This concurrency reservation shall expire **three (3)** years from the date of issuance of this concurrency determination.

Comments: This determination does not guarantee that the students from the above referenced project will be assigned to attend a particular school(s). Please note if capacity demand should exceed existing availability, students may be housed in relocatable units. **Letter of No Objection w/Conditions:** ***'No Objection'*** with the following notations:

1. None

School District Contact: Kimberly Everman, Capital Planner/Project Specialists **Date Issued:** 4/29/2021 Rev. 2

Telephone: 772- 219-1200, Ext.30220
E-Mail: evermak@martinschools.org