City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD May 24, 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

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

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 5/10/2021 CCM MINUTES (RC)

2. STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW430440 (RC):

   RESOLUTION No. 52-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AMENDMENT 2 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430440; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

3. PUBLIC TRANSPORTATION SERVICE DEVELOPMENT GRANT AGREEMENT YEAR TWO (2) (RC):

   RESOLUTION No. 53-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE YEAR

TWO (2) OF THE THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ACTIVE TRAM MARKETING PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

4. CHILDREN'S SERVICES COUNCIL GRANT AMENDMENT (RC):

RESOLUTION No. 56-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COMMUNITY SERVICES DEPARTMENT TO ACCEPT A GRANT AMENDMENT OF THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY (CSCMC) IN THE AMOUNT OF $94,954.00 FOR THE EAST STUART YOUTH INITIATIVE PROGRAM; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CSCMC AMENDED GRANT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

5. KANNER HIGHWAY CPUD - COSTCO (RC):

ORDINANCE No. 2466-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "NEIGHBORHOOD SPECIAL DISTRICT" TO THE 49+/- ACRE PROPERTY, OWNED BY NEHME HOLDINGS, LLC AND WILLOUGHBY GROUP, LLC LOCATED ALONG SR-76 KANNER HIGHWAY, SOUTH OF MARTIN COUNTY HIGH SCHOOL AND ABUTTING LYCHEE TREE NURSERY; SAID LAND, ANNEXED BY ORDINANCE No. 2327-2016 AND ORDINANCE No. 2337-2017, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND CONCURRENTLY ASSIGNING "CPUD" ZONING TO SAID LAND ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE KANNER CPUD COMMERCIAL PLANNED UNIT DEVELOPMENT, CONSISTING OF 162,020 SQUARE FEET OF RETAIL, BULK MERCHANDISE, AND AUTOMOBILE REPAIR SERVICES BUILDING FOOTPRINT WITH A STAND ALONE KIOSK AND FUEL FACILITY, 398 RESIDENTIAL APARTMENT UNITS AND RETAIL AND RESTAURANT PADS PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE OF DEVELOPMENT; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/24/2021 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 5/10/2021 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	5/10/2021 CCM Minutes	5/18/2021	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
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

SERGEANT AT ARMS: Police Chief Joseph Tumminelli

4:03 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

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

Antoine Miller presented via ZOOM Telecommunications, explaining the youth assistance program he leads called the Sounds of Success out of Riviera Beach and coming soon to Stuart, to work from the City's Shuffleboard Building. He teaches music education and announced that his students have been asked to perform for the Queen of England in London in 2022.

PROCLAMATIONS

2. POLICE WEEK - MAY 9 - 15, 2021

Police Chief, Joseph Tumminelli accepted the Proclamation and all attending police officers and staff came forward for a group photo with the Mayor. Chief announced he was honored to accept this and reported statistics of 119 lost officers nationwide in 2021 and 10 have been in Florida. He commented that citizens need to humanize officers, not dehumanize them as these men and women leave their families to go out into the community to protect others and that the police profession is a calling and thanked them for recognizing them.

3. FLORIDA EMANCIPATION DAY - MAY 20, 2021

Mayor Clarke announce the upcoming Emancipation Day Event on May 20th at 5 p.m. at the NAACP on Martin Luther King Jr. Blvd; multiple copies of the Proclamation are to be presented to AACES and NAACP; not present to accept the Proclamation.

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

Auxiliary Club; not present to accept.

5. HISTORIC PRESERVATION MONTH - MAY 2021

Douette Pryce, Historic Preservation Board Member accepted the Proclamation and thanked the City for their support and announced upcoming events throughout May.

6. FOSTER CARE AWARENESS MONTH - MAY 2021

Ryanne Cavo, Volunteer Coordinator of the Treasure Coast Foster Closet accepted the Proclamation.

7. GARDEN WEEK - JUNE 6 - 12, 2021

Rosita Aristoff, First Vice President of the Garden Club of Stuart accepted the Proclamation, thanked the Commission for their continued support and presented the City with a rose dish garden.

4:29 PM

PRESENTATIONS

8. EMPLOYEE SPOTLIGHT - MAY 2021

Police Chief Tumminelli introduced Cpl. Tyler Bovee as the Employee Spotlight, announcing his love for police work and that he is one of two K-9 officers on the force. Tyler came forward and introduced his K-9 partner Bady and gave a brief K-9 demonstration.

9. SERVICE AWARD - MAY 2021

Jim Chrulski, Community Services – 15 Years; Jim thanked each Commissioner, members of Administration, and his staff for all the support.

4:46 PM

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

Jessica Seymore, Treasure Coast Regional Planning Council, presented on the Master Plan, reviewing the uses of the US1 Corridor, the existing conditions, identifying vehicle, bicycle and pedestrian enhancements, and land uses.

Vice Mayor Matheson asked if there are any specific properties that she recommends changes for and asked her to work with the Development Department to bring back some ideas.

Commissioner Meier commented that he would like to fast track this and work with Jessica and the MPO.

5:25 PM MOTION: Motion to approve and accept the report.
MOVED BY: Commissioner Meier
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.

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

Ben Hogarth, Community Affairs Liaison presented on the description of LOSOM and the goals and objectives.

Mike Conners, Indian River Keeper, provided current conditions of the St. Lucie and presented a photo of the algae blooms, suggested the commission have bi-lingual signs posted in Stuart and encouraged an Emergency Order to the Governor for Lake Okeechobee funds.

Commissioner McDonald said he recently went out to the lake and thought it looks very sick and thought it was worse than in 2016.

Vice Mayor Matheson commented on guaranteed water supply and balance and asked to what degree of harm are we going to be caused. He said urging Governor DeSantis to declare a State of Emergency makes sense and he would like the City of Stuart to send a cover letter in support of that.

Public Comment:

1) Missy Harris - Alamanda Way; said she is next to Krueger Creek and said that she is on oxygen and has trouble breathing and called the CDC to ask about the kind of mask she needs and they told her masks won't help it goes through the eyes as well and is very concerned.

6:01 PM MOTION: We draft a letter in support of the letter sent by Gov. DeSantis, encouraging the State of Emergency to push more water south and highlighting our concerns.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

Mayor Clarke spoke about the Emancipation Proclamation and asked AACES, Nina Dooley if she would like to speak. Nina Dooley came forward and announced the Junk in the Trunk event on May 15th at the 10th St. Rec Center with food and music as well as on June 19th the Juneteenth celebration at the 10th St. Rec Center.

6:10 PM

COMMENTS BY COMMISSIONERS

Commissioner Bruner

- Commented on the algae blooms and is hopeful that Congressman Mast and Governor DeSantis will help; hopes we can all work something out.

Commissioner Meier

- Commented on fixing the railing along Wright Blvd.
- Would like to see the blue signs north of the bridge removed (development signs).
- Announced that he recently received his second vaccine shot and is very happy.

6:09 PM MOTION: Extend the invitation to the Rivers Coalition that at their discretion, they may come back and use our Commission Chambers for in person meetings.
MOVED BY: Vice Mayor Matheson
SECONDED BY: ----
***Determined Motion not necessary.**

Commissioner Matheson

- Commented that he wanted to make sure there is community outreach for Guy Davis Park
- Noted his opposition to Brightline coming through town but knows we must work together and would like staff to come back with options for a new railroad bridge.

6:18 PM MOTION: To instruct staff to come back with options for us to pursue making a new railroad bridge happen in our future.
MOVED BY: Vice Mayor Matheson
SECONDED BY: ----
Motion died for lack of second.

City Manager Dyess will evaluate the railroad bridge options and bring information back before the Commission.

Mayor Clarke

- Commented on a suggested campaign over the summer to educate citizens on the effects of algae blooms so both people and pets stay safe.
- Complimented CRA Administrator, Pinal Gandhi-Savdas for her work on the high visibility crosswalks.
- Announced a reminder for the Emancipation Day event and invited all to attend on May 20th.

Mr. Jimmy Smith of NAACP came forward to accept the Emancipation Day Proclamation for the NAACP and presented a nice message on learning from each other.

COMMENTS BY CITY MANAGER

City Manager David Dyess

- The State of Emergency for COVID expires today.

APPROVAL OF AGENDA

6:33 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) Don Cuozzo - 5th Street; Commented on the FIND Grant for the Jupiter Inlet Bridge that gave the bridge 18 more inches in height and noted we need that here. He then requested the City relinquish its rights to the section of the easement on the right of way at Cortez behind his property.

6:36 PM

CONSENT CALENDAR

12. APPROVAL OF 04/26/2021 CCM MINUTES

13. ADOPT A CDBG SECTION 504 POLICY AND GRIEVANCE POLICY:

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

6:36 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.

COMMISSION ACTION

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

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.

David Dyess reported the selection committee reviewed the three applications and recommended they authorize negotiations with the top ranked proposal, Stuart Main Street but there were some things on the submittal to discuss.

Vice Mayor Matheson requested to hear from the applicant regarding the Main Street Market Committee and would like this conditionalized on a significant reduction of the annual grant that they give to Main Street.

Candace Callahan, Director of Stuart Main Street reviewed her thoughts for the committee.

Commissioners participated in a discussion to include the committee, the hiring of a market manager and staff, the budget, and the city's long-term plan.

Mark Brechbill, Stuart Main Street President came forward and explained the budgeting concept used. He said the 20% profit that they put in was a base amount for the Commission to decide how they wanted Main Street to spend it. He stated once they have a year under their belt, they will have a better idea of the numbers.

Public Comment:

1) Helen McBride – Flamingo Avenue; Commented that Stuart Main Street was started by volunteers and feels they work toward the betterment of our City.

6:50 PM MOTION: Approve the Resolution and go forward.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

7:05 PM

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

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.

City Attorney Mortell reviewed the lease amendments to include an extension until March but they have had unforeseen problems and an extension to the term of the lease was requested as well as the deck being extended. He explained if Commission amends the lease, an appraisal would be done at the expense of the tenant to determine the fair market value so the parties would have the option of renting at fair market value.

Commissioner Meier commented about revenue share and asked if the City was setting itself up for failure in that Mr. Matekaetis will come back in a few years to see if they will renegotiate the rent.

Attorney Mortell noted the terms are contemplated and intended, not an oversight.

Vice Mayor Matheson would like to add the following sentence so a new commission won't have to guess their intentions: on page 6 section 5 add "prior to expiration of the original lease terms, tenant will pay for appraisal to determine fair market value of the property at that time". Then add "Net rent may be adjusted to fair market value based on the commissioner discretion".

7:12 PM MOTION: Move for approval.
MOVED BY: Commissioner Bruner
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.
Motion withdrawn.

Public Comment:

1) Helen McBride, Flamingo Ave. - Commented that the planters and benches would be a nice addition for people who are waiting for a table.

7:28 PM MOTION: Motion to approve with the addition of this language on page 6, section 5 under lease terms following the sentence prior to expiration of the original lease term the parties agree that the tenant will pay for an appraisal to determine fair market value at that time, net rent may be adjusted to fair market value at the discretion of the Commission.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

ORDINANCE SECOND READING

16. 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.

Two (2) people sworn; Kev Freeman and Tom Reetz, City of Stuart Development Department.

Tom Reetz reviewed the changes to include a continuous 8-foot sidewalk, shade trees and abandonment of the alleyway.

7:36 PM MOTION: Approve (Ord. 2463-2021) correcting small typo in Exhibit D, still states four buttonwoods and should be updated to reflect the seven added in the right of way which changes the number to eleven.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

Mark Brechbill said there will be a Celebration of Life for past City Manager, David Collier on Tuesday, May 11th at Flagler Center.

7:40 PM ADJOURNMENT

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

Minutes to be approved at the Regular Commission Meeting this 24th day of May, 2021.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/24/2021 **Prepared by:** Janine Wilde, U & E Administrative Coordinator

Title of Item:

STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW430440 (RC):

RESOLUTION No. 52-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AMENDMENT 2 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430440; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The State of Florida Department of Environmental Protection (FDEP) and the City of Stuart entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW430440 for the construction of the Monterey Road Subdivision Watermain Improvements project. Amendment 2 reduces the loan amount authorized for disbursement by $66,232, increases the principal forgiveness by $177,068, and increases the water supply funds by $232,064. The total loan amount is now $1,124,130, excluding capitalized interest.

All in all FDEP provided $562,066 in principal forgiveness, $477,064 in water supply restoration funding, and $85,000 in other DEP funding for a total of $1,124,130, which covered 100% of the construction costs and water availability fees for the Monterey Road Subdivision Watermain Improvements project.

Funding Source:

Resolution 44-2020 authorized Budget Amendment No. 5 to the FY2019-20 Annual Budget for the Monterey Road Subdivision Watermain Improvements project.

Recommended Action:

Approve Resolution No. 52-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 52-2021	5/11/2021	Cover Memo
🗋	Amendment No. 2	5/11/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 52-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AMENDMENT 2 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430440; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City of Stuart, Florida has previously approved and executed the State of Florida Drinking Water Revolving Fund Construction Loan Agreement DW430440, Resolution No. 42-2020, which designated the Mayor as the authorized representative to execute the loan agreement. In addition, Resolution No. 42-2020 designated the Financial Services Director as the authorized representative to provide assurances and commitments required by the loan application.

SECTION 2: The City of Stuart, Florida has previously adopted Resolution No. 08-2021 Amendment 1 providing adjustments to the loan repayment dates to give the City of Stuart additional time to complete the closeout of the Monterey Road Subdivision Watermain Improvements project.

SECTION 3: Amendment 2 reduces the loan amount authorized for disbursement by $66,232, increases the Principal Forgiveness by $177,068, and increases the water supply funds by $232,064. The total loan amount is now $1,124,130, excluding capitalized interest.

SECTION 4: All other terms and provisions of the Loan Agreement shall remain in full force and effect.

SECTION 5: This resolution shall take effect on 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 24th 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

STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW430440
CITY OF STUART

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF STUART, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW430440, as amended, authorizing a Loan amount of $451,230, excluding Capitalized Interest; and including a Principal Forgiveness amount of $384,998 and water supply funding in the amount of $245,000; and

The Project Sponsor is entitled to additional financing in the amount of $177,068, excluding Capitalized Interest and including a Principal Forgiveness amount of $177,068; and

The Project Sponsor is entitled to additional water supply funding in the amount of $232,064; and

Project costs need revision based on final bid amounts as provided in Section 10.06; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. The Loan amount authorized for disbursement is reduced by $66,232, the Principal Forgiveness amount is increased by $177,068, and water supply funds are increased by $232,064. The revised total amount awarded is $1,039,130.

2. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	$562,066	140129
Original Agreement	Water Quality Assurance TF	37.061	Water Supply Restoration	$100,000	104134
Original Agreement	Water Quality Assurance TF	n/a	Water Supply Restoration	$145,000	101492
Original Agreement	PFOS/PFOA	37.061	Water Supply Restoration	$232,064	088502

2. ARTICLE III of the Agreement is deleted and replaced with RESERVED.

3. Section 5.01 of the Agreement is deleted and replaced with RESERVED.

4. Section 5.07 of the Agreement is deleted and replaced with RESERVED.

5. ARTICLE VII of the Agreement is deleted and replaced with RESERVED.

6. Section 8.01 of the Agreement is deleted and replaced with RESERVED.

7. Article X of the Agreement is deleted and replaced as follows:

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $562,066. Of that, the estimated amount of Principal Forgiveness is $562,066.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	974,008
Contingencies	103,888
Technical Services After Bid Opening	46,234
SUBTOTAL (Disbursable Amount)	1,124,130
Less Principal Forgiveness	(562,066)
Less Water Supply Restoration funding	(477,064)
Less Other DEP funding (Purchase Order)	(85,000)
SUBTOTAL (Loan Amount)	0

8. Section 10.07 of the Agreement is deleted and replaced as follows:

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on February 12, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for March 15, 2022.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment CITY OF STUART to Loan Agreement DW430440 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF STUART

_____
Mayor

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/24/2021 **Prepared by:** M. Leggett

Title of Item:

PUBLIC TRANSPORTATION SERVICE DEVELOPMENT GRANT AGREEMENT YEAR TWO (2) (RC):

RESOLUTION No. 53-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE YEAR TWO (2) OF THE THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ACTIVE TRAM MARKETING PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This Grant Agreement allows for a 50% matching grant for expanded historic tours throughout the City with a maximum grant of $35,000.00 for the remaining two (2) years of the 3 year Grant Agreement.

Funding Source:

Funds were budgeted and remain available in the FY 20/21 Operating Budget.

Recommended Action:

Adopt Resolution No. 53-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 53-2021	5/7/2021	Cover Memo
🗋	DOT Public Transportation Grant Agreement	5/7/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 53-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORING THE MAYOR AND THE CITY CLERK TO EXECUTE YEAR TWO (2) OF THE THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR ACTIVE TRAM MARKETING PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

* * * * *

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

SECTION 1: The City of Stuart, Florida has previously approved and executed the a three (3) year 50% matching public transportation grant agreement with the Florida Department of Transportation Res# 08-2020.

SECTION 2: The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to execute year two (2) of the three (3) year grant agreement.

SECTION 3: All other terms and provisions of the grant agreement shall remain in full force and effect.

SECTION 4: This resolution shall take effect on 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

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
446654-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55042010429
		Identification Number (FAIN) – Transit only:		Vendor Number:	596000433020
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency DUNS Number:	33988689		
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Stuart, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for the Active Tram Marketing Project Years 2 and 3 , as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through May 31, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

a. The estimated total cost of the Project is $70,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance.** The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $35,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance.** The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance.**

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities.** Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities.** Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements.**

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Stuart

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Service Development funding for the Active Tram Marketing Project Years 2&3

B. Project Location (limits, city, county, map): City of Stuart/Stuart, FL/Martin County

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The purpose of the project is to provide increased community awareness of transit services in the City of Stuart and attract new riders. Active tram marketing showcases the local tram service by providing narrated trips within the historic areas of Stuart with the intent of promoting the public transit service.

Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Transit Service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446654-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development Program	$35,000
446654-1-84-01	LF						$35,000
		Total Financial Assistance					$70,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$16,800	$16,800	$0	$33,600
Fringe Benefits	$3,150	$3,150	$0	$6,300
Contractual Services	$0	$0	$0	$0
Travel	$0	$0	$0	$0
Other Direct Costs	$15,050	$15,050	$0	$30,100
Indirect Costs	$0	$0	$0	$0
Totals	***$35,000***	***$35,000***	***$0***	***$70,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne Pietrowski
Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.

2. **Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. **Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. **Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. **Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. **Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. **Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

   a) An evaluation of the attainment of the goals and objectives.

   b) The reasons any of the goals were not met.

   c) The benefit accrued by the Agency.

   d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $35,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/24/2021 **Prepared by:** jchrulski

Title of Item:

CHILDREN'S SERVICES COUNCIL GRANT AMENDMENT (RC):

RESOLUTION No. 56-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COMMUNITY SERVICES DEPARTMENT TO ACCEPT A GRANT AMENDMENT OF THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY (CSCMC) IN THE AMOUNT OF $94,954.00 FOR THE EAST STUART YOUTH INITIATIVE PROGRAM; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CSCMC AMENDED GRANT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Children's Service Council of Martin County (CSCMC) is changing their budget year (July 31 - June 30) to match the City of Stuart's fiscal year (October 1 - September 30). The City of Stuart is accepting CSCMC's last quarterly funding of $94,954. A Budget Amendment is not necessary as this amount will not exceed the total grant amount of $378,814 adopted (R109-2020).

Funding Source:

Accept $94,954 from CSCMC for the City of Stuart's last quarterly payment. This amount will not exceed the City of Stuart's grant allocation, and is a housekeeping item for CSCMC to end their budget year.
$ 83,205 - After School Program
$ 11,749 - Stuart Police Department
$ 94,954 - Total

R-109-2020 (COS/CSCMC FY21 SUMMARY)
$ 332,820 - Community Services/Recreation After School Program
46,994 - Stuart Police Department
$ 379,814 - Total CSCMC Grant

Recommended Action:

Approve R56-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R56-2021 Authorization to amend CSCMC contract	5/13/2021	Resolution add to Y drive
🗋	R109-2021 CSCMC FY21 Grant	5/13/2021	Attachment

🗋	2021-21 CEA Attachment-City of Stuart-Parks & Rec Budget Amendment	5/14/2021	Attachment
🗋	2021-21 CEA Attachment-City of Stuart-Police Budget Amendment	5/14/2021	Attachment
🗋	City of Stuart-ESYI Parks & Rec CEA July-Sept 2021	5/14/2021	Attachment
🗋	City of Stuart-ESYI Police CEA July-Sept 2021	5/14/2021	Attachment
🗋	City of Stuart-ESYI Parks & Rec CEA with Budget July-Sept 2021	5/14/2021	Attachment
🗋	City of Stuart-ESYI Police CEA with Budget July-Sept 2021	5/14/2021	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 56-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE COMMUNITY SERVICES DEPARTMENT TO ACCEPT A GRANT AMENDMENT OF THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY (CSCMC) IN THE AMOUNT OF $94,954.00 FOR THE EAST STUART YOUTH INITIATIVE PROGRAM; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CSCMC AMENDED GRANT, 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, Florida authorizes the amended grant modification with the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The CSCMC is changing their budget year (July 1 - June 30) to coincide with the City of Stuart's fiscal year (October 1 – September 30). The City Commission accepts CSCMC's funding of $94,954 which will not affect the City of Stuart's FY21 budget year.

SECTION 2: Upon approval of the amended contract, the City of Stuart will manage the granted amount of $94,954. This includes $83,205 for services administered by the Community services Department, and an additional $11,749 for the Stuart Police Department.

SECTION 3: The City Commission of the City of Stuart authorizes the Mayor, City Clerk and any other designated City Officials to execute the necessary documents, after review and approval of the City Attorney.

SECTION 4: This resolution shall take effect upon adoption.

Res.56-2021Amended Children's Service Grant - East Stuart Youth Initiative

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

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 109-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING RESOLUTION NUMBER 34-2020 AUTHORIZING THE COMMUNITY SERVICES DEPARTMENT TO APPLY AS THE LEAD AGENCY WITH THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN SERVICES COUNCIL GRANT, AND EMERGENCY FUNDING; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; 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, Florida authorizes a formal grant application to the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The City Commission further authorizes the Community Services Department and Police Department to execute contracts with CSCMC necessary for the administration of grant award funds and services rendered thereby.

SECTION 2: Upon grant approval through the CSCMC, the City expects to manage a total grant award of $379,814.00. This includes $332,820.00 for services administrated by the Community Services Department, and an additional $46,994.00 for services administrated by the Stuart Police Department.

SECTION 3: The City Commission also authorizes The Community Services Department to apply and expend any additional emergency funding, if needed. The Community Services Department will serve as lead administrator and operator for the grant. There are no matching funds required to receive this grant.

SECTION 4: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney as to form.

SECTION 5: This resolution shall take effect upon adoption.

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

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

ADOPTED this 14th day of September, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Contract
between
Children's Services Council of Martin County
and
City of Stuart Community Services Department - East Stuart Youth Initiative
for
ESYI - City of Stuart Police Intervention Program

I. PURPOSE

The Children's Services Council of Martin County, hereinafter referred to as "CSCMC", and City of Stuart Community Services Department - East Stuart Youth Initiative, hereinafter referred to as "Provider", enter into this mutual Contract, including all its Attachments referred to herein for the period commencing **July 1, 2020, and extending through June 30, 2021.**

II. STAFF

The Provider agrees to employ staff, at its expense, to execute services provided in accordance with this Contract. Such individuals shall not be considered employees of CSCMC and are subject to the supervision, personnel practices, and policies of the Provider. Unless otherwise approved by CSCMC, all staff shall meet qualifications, as stated in the submitted CSCMC Application and job descriptions, and any approved revisions.

III. SERVICES

1. The Provider agrees to deliver services to accomplish the performance measurement targets set forth in the contract and any Special Conditions set forth in Section IX of this contract, in accordance with recognized child welfare practices as determined by CSCMC.
2. The Provider agrees to provide services only to Martin County residents with the funding provided by the Children's Services Council of Martin County.
3. All CSCMC-funded programs must participate in the fiscal and program components of the Services and Activities Management Information System (SAMIS).
4. Entry into this mutual Contract constitutes agreement by the Provider to follow the policies and procedures contained in the CSCMC Program and Funding Policies, which are incorporated into this Contract as if set forth in full herein, and to provide services in the manner defined in the CSCMC Application and Supporting Documents submitted by the Provider.

The Provider has read CSCMC's Program and Funding Policies. By signing this document, Provider is bound to and hereby agrees to comply with all of the policies and procedures contained in the CSCMC Program and Funding Policies Document and any waivers approved by CSCMC.

DS
_____ (Community Services Director, City of Stuart initials)

DS
_____ (Mayor, City of Stuart initials)

IV. FUNDS

1. The budget for both CSCMC and other funds (if any) for accomplishing the above stated services are set forth in the approved Budget which is included in this contract. CSCMC agrees to reimburse up to **$46,994.00** for actual costs incurred for services rendered pursuant to and in accordance with this Contract.
2. All grant allocations are payable from funds appropriated on an annual basis. Notwithstanding anything to the contrary in this Contract, the obligation of CSCMC to provide funding for any year is subject to annual budget and appropriation.

V. METHOD OF PAYMENT

1. CSCMC issues payment on a cost-reimbursement basis. Expenses incurred by the program that were included in the approved budget in SAMIS will be reimbursed. Requests for payment must be completed monthly and submitted by the 10th of each month, following the month of expenditure. Under normal circumstances, reimbursement requests submitted by the 10th of the month will be processed by the end of the month. Final reimbursement is made only after completion of fiscal review by CSCMC and submission of end-of-year program statistics to CSCMC. Failure to submit program statistics may result in forfeiture of any remaining program funds.

VI. TERMINATION

1. It is the intent of CSCMC to assure a consistent and orderly delivery of children's services. It is also the intent of CSCMC to terminate contracts in those situations where such action is essential for protection of its interest and the interest of children, as solely determined by CSCMC.
2. Except as provided in Subparagraphs 3 and 4 below, this Contract may be terminated without cause by either party upon no less than 30-days notice to the other. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
3. In the event that funds to finance this Contract become unavailable, CSCMC may terminate this Contract upon no less than 24 hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide 30-days notice for termination for lack of funds. CSCMC shall be the final authority as to the availability of funds and the extension of notice beyond the minimum time herein stated. Notwithstanding the foregoing, this Contract shall automatically terminate if CSCMC does not budget and appropriate sufficient funding to make grant payments for any given year.
4. In addition to the rights, as set forth in Paragraph 2 above, this Contract may be terminated by CSCMC for any breach by the Provider of the terms of this Contract, including all its Attachments, and the CSCMC Program and Funding Policies document, upon 24-hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC, at its discretion, may waive any breach by the Provider in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type. Provided, however, CSCMC agrees to pay for all the Provider's services and expenses incurred pursuant to and in accordance with this agreement up to the date of termination.
5. The above provisions shall not limit CSCMC's right to legal remedies.

VII. INDEMNIFICATION, HOLD HARMLESS; LIABILITY

1. To the extent permitted by law, the Provider agrees to indemnify and hold harmless CSCMC, its officers, employees, and representatives from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Provider, its officers, employees, representatives, volunteers or any subcontractor used by the Provider that provides services paid for with CSCMC funds, or funding granted or not granted by CSCMC, or any action arising out of the operation of this Contract.
2. The Provider shall be responsible for providing general liability and other insurance coverages deemed reasonably necessary by CSCMC and at the amounts found in CSCMC's Program and Funding Policies. All insurance shall be maintained at all times during the existence of this Contract. Upon execution of this Contract, the Provider shall furnish CSCMC with a current Certificate of Insurance listing Children's Services Council of Martin County as the Certificate Holder and an Additional Insured with respect to General Liability, and shall contain a provision that such coverages afforded under the policies shall not have any material change or be canceled or allowed to expire until at least 30 days prior written notice has been given to the Children's Services Council of Martin County. Compliance with these insurance requirements shall not relieve the Provider of its liability and obligations under this Contract.

VIII. COMMENCEMENT OF PAYMENT

Unless specifically authorized by CSCMC, payment for services rendered under this Contract shall not commence prior to its effective date, which is the date of Contract execution.

IX. SPECIAL CONDITIONS

The Attachments referenced in this Contract are hereby made a part of this Contract and incorporated herein and to the extent that any term in said Attachments conflicts with any term of this Contract, the terms of the Attachment shall control to the extent of such conflict.

The following condition(s) apply to this CSCMC-funded program:

--- Provider is required to obtain and keep on file documentation signed by adults or a parent/legal guardian of children participating in this Contracts CSCMC-funded program, including but not limited to, the document entitled Acknowledgement of Risks and Waiver of Liability Relating to the Coronavirus/COVID-19 provided by CSCMC to the Provider. This document, and any other documents provided by CSCMC to the Provider, must NOT be amended without the written consent by CSCMC.
--- Provider is required to follow the Centers for Disease Control and Prevention guidelines as documented on its website, www.cdc.gov , to reduce the likelihood of transmission of COVID-19 to this Contracts CSCMC funded-programs participants, staff, subcontractors, and other individuals entering the facilities that are utilized for the provision of services pursuant to this Contract. Providers will submit COVID-19 related protocol documentation to CSCMC upon request.

X. CONTRACT COMPONENTS AND REVISIONS

The CSCMC Contract including, but not limited to, the Program and Funding Policies, Performance Measurements, Measurement Instruments, Minimum Service Levels, Special Conditions, and Budget, as well as Attachments and Addendums to the Contract, as applicable, constitute the contractual relationship between the Provider and CSCMC. No amendments to the CSCMC Contract components may be made without the prior written approval of CSCMC.

XI. CONTRACT WAIVER

CSCMC reserves the right to waive requirements of this CSCMC Contract and its Attachments when warranted.

XII. ASSIGNMENTS AND SUBCONTRACTS

The Provider shall not assign the responsibility of this CSCMC Contract to another party or subcontract for any of the services provided under this CSCMC Contract without prior written approval of CSCMC. The CSCMC may, in its sole discretion, refuse to approve any assignment or subcontract. No approval by CSCMC of any assignment or subcontract shall be deemed an obligation by CSCMC to provide funds in addition to the total dollar amount stated in this CSCMC Contract.

If the Provider enters into a subcontract for the provision of any portion of services funded by CSCMC, the Provider must provide a copy of that subcontract to CSCMC with the signed CSCMC Contract and/or to the CSCMC Manager of Program Services or other designated CSCMC staff member if the subcontract is executed during the contract year.

All such assignments or subcontracts for which CSCMC funds are utilized shall be subject to the conditions of this CSCMC Contract and its Attachments, as applicable. The Provider must have a monitoring and evaluation process in place in order to determine that the Subcontractors are in compliance with their Subcontract Agreements. The Provider must submit a Subcontractor summary report to CSCMC at mid and end of contract term that should include, but is not limited to, confirmation that appropriate licensure/certifications are maintained; there is no current litigation between the Provider and any Subcontractor; verification that contracted deliverables/services are completed to the Provider's satisfaction; and the date that the evaluation process was completed.

XIII. NONDISCRIMINATION POLICY

The Provider agrees that it does not and shall not discriminate against any person on the grounds of race, color, gender, disability, national origin, ancestry, age, religion, marital status, sexual orientation, veteran's status, familial status, gender identity or expression, or political belief in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff; provision of benefits; selection of volunteers, vendors or subcontractors; or admission to, participation in, or receipt of the services and benefits of any of its CSCMC-funded

programs and activities. The Provider also agrees to maintain reasonable access for persons with disabilities. These conditions apply whether the services and benefits are carried out by the Provider directly or through a CSCMC-funded Subcontractor. CSCMC and its funded programs may designate services for specific target populations, based on the identified community needs, per the current CSCMC Strategic Plan.

XIV. PUBLIC RECORDS RETENTION

The Provider agrees to retain all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCMC Contract for a period of five years after termination of the CSCMC Contract. If any audit, litigation, claim, negotiation, or other action involving the records has been initiated before the expiration for the five year retention period, all records shall be retained until completion of such action and resolution of all issues which arise from it.

XV. PUBLIC RECORDS LAW COMPLIANCE

CSCMC is a public agency in Florida and as such, the Provider's records pertaining to this CSCMC Contract are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). The Provider is required to, and does hereby agree to, comply with all applicable public records laws, including, without limitation:

The Provider will keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of this CSCMC Contract.

Upon request from CSCMC's custodian of public records, Provider will provide CSCMC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

The Provider will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this CSCMC Contract term and following completion of this CSCMC Contract if the Provider does not transfer the records to CSCMC.

Upon completion of this CSCMC Contract, the Provider will transfer, at no cost, to CSCMC all public records in possession of the Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of this CSCMC Contract. If the Provider transfers all public records to CSCMC upon completion of this CSCMC Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this CSCMC Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CSCMC CONTRACT, CONTACT THE CSCMC CUSTODIAN OF PUBLIC RECORDS AT CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY, 101 S.E. CENTRAL PARKWAY, STUART, FL 34994-5905; (772) 288-5758; cscmc@cscmc.org.

XVI. TRANSPORTATION

If children are being transported by, or on behalf of, the Provider, whether in Provider owned, rental, or non-owned vehicles, the Provider must comply with the following requirements:

- All drivers must have a valid driver's license with the appropriate class certification (if applicable). A copy of each driver's license must be on file with the Provider.
- All vehicles must be insured as specified in this Contract and the Program and Funding Policies.
- A transportation permission form must be signed by the parent or guardian of each child being transported. A copy of each form must be on file with the Provider.

XVII. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Contract, including its Attachments and other incorporated documents, contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract. No other agreements regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
2. Severability. If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
3. No Third-Party Benefits. The parties to this Contract do not intend any provision of this Contract to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.
4. Sovereign Immunity. This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSCMC under the laws or Constitution of the State of Florida.
5. Compliance with Laws. In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules and regulations. During the term of this Contract, the Provider shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If the CSCMC becomes aware that a Provider's corporate status has been administratively dissolved or is otherwise not active, the CSCMC may terminate the Contract if the Provider does not have its corporate status reinstated within thirty (30) days written notice by the CSCMC.
6. Waiver of Jury Trial and Remedies. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
7. Public Entity Crimes. The Provider acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or replay on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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, Florida Statutes for Category Two (currently $35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list.
8. Time. Time is of the essence in all respects under this Contract.
9. Scrutinized Companies.
    1. Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel and shall execute the CSCMC's "Provider Certification Form Regarding Scrutinized Companies". Pursuant to section 287.135, Florida Statutes, the CSCMC may immediately terminate this Contract, at its sole option, if the Provider or any of its subcontractors are found to have submitted a false certification; or if the Provider or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
    2. The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
    3. The Provider agrees that the certifications in this section shall be effective and relied upon by the CSCMC for the term of this Contract, including any and all renewals.
    4. The Provider agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Provider shall immediately notify the CSCMC of the same.

5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10. Notices. All notices required to be given pursuant to this Contract shall be sent or delivered to the following addresses: CSCMC at 101 S.E. Central Parkway, Stuart, Florida 34994.

11. E-Verify - Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Provider shall:
    1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
    2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
    3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
    4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
    5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
    6. Be aware that if the CSCMC terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Provider may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CSCMC as a result of the termination of the Agreement.

City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Police Intervention Program

PERFORMANCE MEASUREMENTS
FY 2020-2021

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in SAMIS within a twelve-month period. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

Performance Measure ID	Performance Measure Description	Target Level %
1471	Registered participants in the First Time Offender Program will complete all sanctions as measured by returning on due date with all imposed sanctions completed.	90%
868	Registered participants in the First Time Offender Program will have no new referrals to the Department of Juvenile Justice within one year of program completion as measured by DJJ data.	85%
2774	Participants (in 4th and 5th grades) will develop problem solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using The Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%
2775	Participants (in 6th-8th grades) will develop problem-solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using The Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%
871	Participants (in 9th - 12th grades) will develop problem-solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using the Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3673	Report individual or group activities related to delinquency prevention or gang prevention that is not otherwise included in current performance measurements in SAMIS Group Activity module. For example, activities may include consultation, training or counseling with youths, parents, or professionals.

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

Contracted Primary Youth:	60
Contracted Primary Adults:	0
Total Contracted Primary Participants:	60

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity

Contracted Group Youth:	380
Contracted Group Adults:	100
Total Contracted Group Participants:	480

Minimum Service Level ID	Minimum Service Level Description

ESYI - City of Stuart Police Intervention Program
CURRENT & PROPOSED OPERATING BUDGET

(ROUND NUMBERS UP TO THE NEAREST DOLLAR)

ACCT# TITLE	(1) 2019-2020 PROG. BUDG.	(2) 2020-2021 PROG. BUDG.	(3) % CHG.	(4) 2019-2020 ORIG. ALLOC.	(5) 2020-2021 ORIG. ALLOC.	(6) % CHG.
Salary Accounts:						
569.120 Regular Salaries and Wages	$54,050.00	$57,512.00	7.00%	$46,994.00	$46,994.00	0.00%
Total Salary:	**$54,050.00**	**$57,512.00**	**7.00%**	**$46,994.00**	**$46,994.00**	**0.00%**
Fringe Accounts:						
569.210 FICA	$4,134.83	$4,399.67	7.00%	$0.00	$0.00	0.00%
569.220 Retirement Contributions	$4,280.00	$5,176.00	21.00%	$0.00	$0.00	0.00%
569.230 Life and Health Insurance	$6,936.00	$9,069.00	31.00%	$0.00	$0.00	0.00%
569.240 Workers Compensation	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.250 Unemployment Compensation	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
Total Fringe:	**$15,350.83**	**$18,644.67**	**22.00%**	**$0.00**	**$0.00**	**0.00%**
Operating Expense Accounts:						
569.260 Travel/Transportation	$1,240.00	$1,240.00	0.00%	$0.00	$0.00	0.00%
569.270 Conference/Training	$525.00	$525.00	0.00%	$0.00	$0.00	0.00%
569.280 Office Supplies	$360.00	$360.00	0.00%	$0.00	$0.00	0.00%
569.290 Telephone	$264.00	$264.00	0.00%	$0.00	$0.00	0.00%
569.310 Utilities	$624.00	$696.00	12.00%	$0.00	$0.00	0.00%
569.350 Insurance	$2,760.00	$3,144.00	14.00%	$0.00	$0.00	0.00%

ACCT# TITLE	(1) 2019-2020 PROG. BUDG.	(2) 2020-2021 PROG. BUDG.	(3) % CHG.	(4) 2019-2020 ORIG. ALLOC.	(5) 2020-2021 ORIG. ALLOC.	(6) % CHG.
569.360 Equipment Rental/Lease & Maintenance	$864.00	$864.00	0.00%	$0.00	$0.00	0.00%
569.450 Other/Miscellaneous	$300.00	$300.00	0.00%	$0.00	$0.00	0.00%
Total Operating Expense:	**$6,937.00**	**$7,393.00**	**7.00%**	**$0.00**	**$0.00**	**0.00%**
Total Program Expenses:	**$76,337.83**	**$83,549.67**	**10.00%**	**$46,994.00**	**$46,994.00**	**0.00%**

ESYI - City of Stuart Police Intervention Program
SALARY AND FRINGE PREPARATION
FISCAL YEAR 2020-2021

Position	**Staff**	% Time Hrs/Wk # Wks	**Gross Salary** 2020-2021	**Salary In** Program 2020-2021	**Fringe In** Program 2020-2021	CSCMC Request For **Salary** 2020-2021	CSCMC Request For **Fringe** 2020-2021	Salary **Funding** % 2020-2021
Youth Intervention Officer (1667) (1614)	Lannon, Kathleen (1638)	100% 40 52	$57,512.00	$57,512.00	$18,644.67	$46,994.00	$0.00	81.71%
	TOTALS:		**$57,512.00**	**$57,512.00**	**$18,644.67**	**$46,994.00**	**$0.00**	**81.71%**

PROGRAM BUDGET REPORT
City of Stuart Community
ESYI - City of Stuart Police Intervention Program
FISCAL YEAR 2020-2021

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
Salary and Fringe Narrative					
569.120	Regular Salaries and Wages	Youth Intervention Officer Annual Salary $54050.00	$57,512.00	$46,994.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$10,518.00			
		Total: $10,518.00			
569.210	FICA		$4,399.67	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$4,400.00			
		Total: $4,400.00			
569.220	Retirement Contributions		$5,176.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$5,176.00			
		Total: $5,176.00			
569.230	Life and Health Insurance		$9,069.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$9,069.00			
		Total: $9,069.00			
569.240	Workers Compensation		$0.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			
569.250	Unemployment Compensation		$0.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			
		Salary and Fringe Totals:	**$76,156.67**	**$46,994.00**	**$0.00**
Operating Expense Budget Narrative					
569.260	Travel/Transportation	Fla Gang Investigation Assoc. - Hotel $129x6=774, Meals $71x6=426, Fuel $40 Original Budget Calculation (129*6)+(71*6)+40	$1,240.00	$0.00	$0.00
	Other Funders				

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Funding Organization	**Amount**			
	City of Stuart	$1,240.00			
		Total: $1,240.00			
569.270	Conference/Training	Fla Gang Investigation Assoc. Conference Cost $350, Florida Gang Investigators Association Prevention and Intervention Summit =$175.00 Original Budget Calculation 175+350	$525.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$525.00			
		Total: $525.00			
569.280	Office Supplies	Minimal usage $30/month x 12 months =360 Original Budget Calculation 30*12	$360.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$360.00			
		Total: $360.00			
569.290	Telephone	$22/month x 12 = $264 Original Budget Calculation 22*12	$264.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$264.00			
		Total: $264.00			
569.310	Utilities	$58/month x 12 = $696 Original Budget Calculation 58*12	$696.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$695.67			
		Total: $695.67			
569.350	Insurance	$262/month x 12 = $3,146 Original Budget Calculation 262.*12	$3,144.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$3,144.00			
		Total: $3,144.00			
569.360	Equipment Rental/Lease & Maintenance	Copier lease $72/month x 12 = $864 Original Budget Calculation 72*12	$864.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$864.00			
		Total: $864.00			
569.450	Other/Miscellaneous	Uniforms $300 Original Budget Calculation 300	$300.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$300.00			
		Total: $300.00			
		Operating Expense Budget Totals:	**$7,393.00**	**$0.00**	**$0.00**
		Grand Totals:	**$83,549.67**	**$46,994.00**	**$0.00**

Other Funders

Funding Organization	Amount
Funds from Government Sources - City of Stuart	$36,555.67
Total	**$36,555.67**

Audit Trail

Judy Browning (jbrowning) created document	05/14/2020 02:07 PM
Judy Browning (jbrowning) forwarded document to Julie McHenry (jmchenry)	05/15/2020 05:30 PM
Julie McHenry (jmchenry) submitted document to CSC for approval	05/18/2020 09:38 AM
Cara Good (cgood) rejected document - sent back to - Judy Browning (jbrowning)	05/19/2020 03:56 PM
Reason: Rejected	05/19/2020 03:56 PM
Judy Browning (jbrowning) forwarded document to Julie McHenry (jmchenry)	05/19/2020 05:29 PM
Julie McHenry (jmchenry) submitted document to CSC for approval	05/20/2020 01:06 PM

Audit Trail	
Cara Good (cgood) forwarded document to Laura Haase (lhaase)	05/20/2020 04:02 PM
Laura Haase (lhaase) forwarded document to Zackery Hackley (zhackley)	05/21/2020 09:17 AM
Zackery Hackley (zhackley) approved document	06/18/2020 09:43 AM

ESYI - City of Stuart Police Intervention Program
SOURCES OF REVENUE

Funder Type/Funder	2018-2019 Total	2019-2020 Budget	2019-2020 Amend	2019-2020 Total	2020-2021 Budget	2020-2021 Amend	2020-2021 Total	Percent Increase Decrease
Funds from Government Sources								
City of Stuart	$29,343.83	$29,343.83	$0.00	$29,343.83	$36,555.67	$0.00	$36,555.67	25%
	$29,343.83	$29,343.83	$0.00	$29,343.83	$36,555.67	$0.00	$36,555.67	25.00%
Grand Total	**$29,343.83**	**$29,343.83**	**$0.00**	**$29,343.83**	**$36,555.67**	**$0.00**	**$36,555.67**	**25.00%**

FY 2020-2021 Totals

Total Amended Program Revenue	**$83,549.67**
Total Program Budget	**$83,549.67**
Difference	**$0.00**
Total Amended CSC Allocation	**$46,994.00**
Total Program Budget	**$46,994.00**
Difference	**$0.00**

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

DocuSigned by:
David L. Heaton
378044DE049D461...

David L. Heaton, Executive Director

9/25/2020

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

DocuSigned by:
Jim Chrulski
255559938E4942F...

Signature of Community Services Director

Jim Chrulski

Typed Name

9/23/2020

Date

APPROVED AS TO FORM AND CORRECTNESS:

DocuSigned by:
Michael J. Mortell
5C59F44706374C1...

Signature of City Attorney

Michael J. Mortell

Typed Name

9/24/2020

Date

DocuSigned by:
542586162DF841D...

Signature of Mayor

Michael J. Meier

Typed Name

9/25/2020

Date

ATTEST:

DocuSigned by:
Mary R. Kindel
9972BDE94C874C8...

Signature of City Clerk

Mary R. Kindel

Typed Name

9/25/2020

Date

Budget Amendment Detail Report

City of Stuart Community - ESYI - City of Stuart Parks and Recreation

Fiscal Year: 2020-2021

Contract #: 26PP

Amendment ID: 937

Status: Approved

Date Submitted: 04/07/2021

Date Approved: 04/07/2021

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Life and Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Regular Salaries and Wages	281,705.20	281,705.20	101,550.02	71,064.05	0.00	352,769.25	172,614.07	Salaries are requested as follows: Division Manager: $33.02 per hour X 40 hours per week X 13 weeks * 50% reimbursement= $8,585.20 Admin. and Program Supervisor: $23.82 per hour X 40 hours per week X 13 weeks *65% reimbursement= $8,051.16 Recreation and Program Supervisor: $22.28 per hour X 40 hours per week X 13 weeks * 20% reimbursement= $2,317.12. Afterschool Program Manager: $18.41 per hour X 40 hours per week X 13 weeks *80% reimbursement= $7,658.56 TOTAL: $26,612.04 Recreation Leader (Pool positions): $13.75 per hour X 35 hours in July X 4 weeks X 11 employees *70%= $14,822.50 $13.75 per hour X 27 hours in Aug/Sep X 9 weeks X 8 employees *70%= $18,711.00 TOTAL=

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
								$33,533.50 Behavioral Support Specialist: $22.10 per hour X 35 hours in July X 4 weeks X 1 employee X 100%= $3,094.00 $22.10 per hour X 25 hours in Aug/Sep X 9 weeks X 1 employee X 100% =$4,972.50 TOTAL=$8,066.50 Officde Assistant: $15.13 per hour X 29 hours X 13 weeks *1 employee *50%=$2,852.01 TOTAL=$71,064.05
FICA	21,550.44	21,550.44	7,768.61	5,436.40	0.00	26,986.84	13,205.01	FICA: FICA is requested as follows: Division Manager: $33.02 per hour X 40 hours per week X 13 weeks * 50% reimbursement= $8,585.20 *.0765= $656.77 Admin. and Program Supervisor: $23.82 per hour X 40 hours per week X 13 weeks *65% reimbursement= $8,051.16 *.0765= $615.91 Recreation and Program Supervisor: $22.28 per hour X 40 hours per week X 13 weeks * 20% reimbursement= $2,317.12 *.0765= $177.26. Afterschool Program Manager: $18.41 per hour X 40 hours per week X 13 weeks *80% reimbursement= $7,658.56 *.0765= $585.88 TOTAL SALARY=$26,612.04 TOTAL FICA= $2,035.82 Recreation Leader (Pool positions): $13.75 per hour X 35 hours in July X 4 weeks X 11 employees *70%= $14,822.50 $13.75 per hour X 27 hours in Aug/Sep X 9 weeks X 8 employees *70%= $18,711.00 TOTAL= $33,533.50 TOTAL FICA=$2,565.31 Behavioral Support Specialist: $22.10 per hour X 35

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
								hours in July X 4 weeks X 1 employee X 100%= $3,094.00 $22.10 per hour X 25 hours in Aug/Sep X 9 weeks X 1 employee X 100% =$4,972.50 TOTAL SALARY=$8,066.50 TOTAL FICA=$617.09 Office Assistant: $15.13 per hour X 29 hours X 13 weeks *1 employee *50%=$2,852.01*.0765=$218.18 TOTAL SALARY: $2,852.01 TOTAL FICA: $218.18 TOTAL SALARY=$71,064.05 TOTAL FICA=$5436.40
Totals for Salary	303,255.64	303,255.64	109,318.63	76,500.45	0.00	379,756.09	185,819.08	
Conference/Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel/Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	1,512.56	1,512.56	-163.17	2,172.15	0.00	3,684.71	2,008.98	Office Supplies: Paper, Ink, misc- $3,504.30 Office furnishings: $300.00 Office Chairs: $540.00 =$4,335.30 * 50%= $2,172.15
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Occupancy (Building & Grounds)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Printing & Copying	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dues/Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Equipment Rental/Lease & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Equipment Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Books/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Administrative Cost	12,000.00	12,000.00	9,000.00	0.00	0.00	12,000.00	9,000.00	
Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Specific Assistance to Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Other/Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other/Contract	7,212.00	7,212.00	3,262.58	1,459.80	0.00	8,671.80	4,722.38	Other/Contract: All About achieving, LLC: $4,390.00 * 15%= $658.50 Soccer: $100 X 11 weeks = $1,100.00 * 15%= $165.00 Steel Pan: $75 X 8 weeks = $600.00 * 15%= $90.00 Golf: $100 X 11 weeks = $1,100.00 * 15% =$165.00 Rosalind: $75 X 11 weels = $825.00 * 15% = $123.75 Yoga: $55 X 4 weeks = $220.00 * 15% = $33.00 Kickboxing: $75 X 11 weels = $825.00 * 15% = $123.75 YMCA: $7 X 12 youth X 8 weeks = $672.00 * 15% = $100.80 TOTAL= $1,459.80
Program Supplies	8,839.80	8,839.80	4,641.14	3,072.60	0.00	11,912.40	7,713.74	Program supplies: Full STEM Ahead LLC. Kit: $3,600 * 27% = $972.00 End of Year celebration: $800.00 * 27% = $216.00 Summer Programming Supplies: $1,200.00 * 27% = 324.00 Field Trips: $930.00 *27%= $251.10 Computers/desks/furniture $2,750.00 * 27% = $742.50 Athletic Gear/Spark $1,000.00* 27% = $270.00 Youth Incentives $1,100 * 27% = $297.00

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
								TOTAL: $3,072.60
Other/Special Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Salaries & Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Totals for Expense	29,564.36	29,564.36	16,740.55	6,704.55	0.00	36,268.91	23,445.10	
Grand Totals	**332,820.00**	**332,820.00**	**126,059.18**	**83,205.00**	**0.00**	**416,025.00**	**209,264.18**	

Amendment Comments:

Date	User ID	Narrative
3/30/2021 8:55 am	jbrowning	Needs FICA
3/31/2021 2:26 pm	cgood	Reviewed by Program. This amendment designated funds allocated to this program to extend the current contract through the end of September 2021. Okay.

Audit Trail

Julie McHenry (jmchenry) created document - Mar 24 2021 10:26AM
Julie McHenry (jmchenry) forwarded document to Judy Browning (jbrowning) - Mar 29 2021 6:34PM
Judy Browning (jbrowning) rejected document - sent back to - Julie McHenry (jmchenry) - Mar 30 2021 8:55AM
Reason: Rejected - Mar 30 2021 8:55AM
Julie McHenry (jmchenry) forwarded document to Judy Browning (jbrowning) - Mar 30 2021 1:25PM
Judy Browning (jbrowning) submitted document to CSC for approval - Mar 30 2021 2:14PM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter) - Mar 31 2021 2:26PM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley) - Mar 31 2021 2:31PM
Zackery Hackley (zhackley) approved document - Apr 7 2021 9:16AM

Budget Amendment Detail Report

City of Stuart Community - ESYI - City of Stuart Police Intervention Program

Fiscal Year: 2020-2021

Contract #: 26PP

Amendment ID: 938

Status: Approved

Date Submitted: 04/07/2021

Date Approved: 04/07/2021

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Life and Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Regular Salaries and Wages	46,994.00	46,994.00	7,611.20	11,749.00	0.00	58,743.00	19,360.20	Given allocation amount for fiscal year 2020-2021, $11,749.00
Totals for Salary	46,994.00	46,994.00	7,611.20	11,749.00	0.00	58,743.00	19,360.20	
Conference/Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel/Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Occupancy (Building & Grounds)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Printing & Copying	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Dues/Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment Rental/Lease & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Equipment Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Books/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Administrative Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Specific Assistance to Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Other/Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other/Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Program Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Other/Special Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Salaries & Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Totals for Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Grand Totals	**46,994.00**	**46,994.00**	**7,611.20**	**11,749.00**	**0.00**	**58,743.00**	**19,360.20**	

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative

Amendment Comments:

Date	User ID	Narrative
3/31/2021 2:20 pm	cgood	Reviewed by Program. This amendment designates funds allocated to this program due to extending the contract through the end of September 2021. Okay.

Audit Trail

Kathleen Lannon (klannon) created document - Mar 25 2021 8:44AM
Kathleen Lannon (klannon) forwarded document to Julie McHenry (jmchenry) - Mar 25 2021 8:47AM
Julie McHenry (jmchenry) forwarded document to Judy Browning (jbrowning) - Mar 28 2021 9:39AM
Judy Browning (jbrowning) submitted document to CSC for approval - Mar 30 2021 8:55AM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter) - Mar 31 2021 2:20PM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley) - Mar 31 2021 2:31PM
Zackery Hackley (zhackley) approved document - Apr 7 2021 9:17AM

Contract Extension Agreement
between
Children's Services Council of Martin County
and
City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Parks and Recreation

This **CONTRACT EXTENSION AGREEMENT** ("Extension Agreement") is made and entered into between **Children's Services Council of Martin County** ("CSCMC") and **City of Stuart Community Services Department - East Stuart Youth Initiative** ("Provider") collectively referred to as the "Parties" for the **ESYI - City of Stuart Parks and Recreation program** ("Program").

WHEREAS the Parties entered into a contract fully executed on **August 28, 2020**, for the Program, for the **Original Contract Term** of **July 1, 2020 through June 30, 2021**, hereinafter referred to as the "Contract";

WHEREAS the Parties agree that an extension of the Contract is to the mutual benefit of both Parties;

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitations set forth herein are true and correct.
2. The Contract is extended in accordance with its original terms, including the terms of any waivers granted and amendments executed, except as specifically amended herein, for an additional period commencing on **July 1, 2021, and extending through September 30, 2021**, with the additional period hereinafter being referred to as the "Extension Period".
3. CSCMC will reimburse the Provider up to **$332,820.00** for actual costs incurred for Program services rendered during the Original Contract Term and up to **$83,205.00** for the Extension Period, pursuant to and in accordance with the Contract, and pursuant to the Program Budget entered into SAMIS and the attached **Budget Amendment Detail Report** as approved by CSCMC.
4. Entry into this Extension Agreement constitutes agreement by the Provider to provide services in the manner defined in the Contract, and the agreed upon Performance Measurements, and any amendments herein, and to follow the policies and procedures contained in the CSCMC Program and Funding Policies document. CSCMC agrees to maintain the Program and Funding Policies document available on its website at www.cscmc.org or upon request by the Provider.
5. The Contract and this Extension Agreement constitutes the entire agreement between the Parties and may not be amended except by written agreement of the Parties.

SPECIAL CONDITIONS

The following conditions apply to the Program:

--- Provider will participate in the Prime Time Martin County Out-of-School Time (OST) Quality Improvement (QI) Initiative, including all assessment, training, satisfaction survey activities, and ongoing Quality Improvement services, including improvement plan development, self-assessment training and progress checks.

--- Provider will attend both (2 of 2) Prime Time Martin County-based Professional Development Trainings, the Prime Time Annual Symposium and recommended training events, via a minimum of one (1) supervisor, lead practitioner or program delegate per each OST site.

--- Provider is required to obtain and keep on file documentation signed by adults or a parent/legal guardian of children participating in this Contract's CSCMC-funded program, including but not limited to, the document entitled "Acknowledgement of Risks and Waiver of Liability Relating to the Coronavirus/COVID-19" provided by CSCMC to the Provider. This document, and any other documents provided by CSCMC to the Provider, must NOT be amended without the written consent by CSCMC.

--- Whenever possible, Provider is required to follow the Centers for Disease Control and Prevention guidelines as documented on its website, www.cdc.gov , to reduce the likelihood of transmission of COVID-19 to this Contract's CSCMC funded-program's participants, staff, subcontractors, and other individuals entering the facilities that are utilized for the provision of services pursuant to this Contract. Providers will submit COVID-19 related protocol documentation to CSCMC upon request.

City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Parks and Recreation

PERFORMANCE MEASUREMENTS
FY 2020-2021

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in SAMIS. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

Performance Measure ID	Performance Measure Description	Target Level %
1367	Participants who regularly attend the program (8 or more days per month) will have no new referrals to the Department of Juvenile Justice while enrolled in the program, as measured by DJJ data at the end of the academic year. Measured by the % of Afterschool and prior Summer enrollees that meet or exceed set attendance rate, with a new DJJ referral (of any type) during academic year. Provide same data for participants that attend below set attendance rate.	90%
2687	Eligible participants will maintain or improve Reading scores as measured by the difference in i-Ready scores from pre- to post- assessments, per the Summer. Measured by % of Summer Camp participants with the same pre/post i-Ready score, or with any score increase in post-score versus pre-score, comparing the post- (academic year-beginning) to pre- (prior academic year-end) overall scale scores.	75%
2690	Eligible members will attend a minimum of 75% of the total number of Summer Slide sessions. Verified via record of attendance of each Summer Camp participant.	75%
2776	Youth who participate in the Individual Success Program will not have a subsequent suspension within the same contract year, as measured by program attendance roster and behavior report.	60%
1623	Participants who regularly attend (8 or more days per month) an Educational Component (minimum 60 minutes per week) will maintain or improve their academic performance in Reading/Language Arts, as measured by the difference in i-Ready scores from pre- to post-assessments, per the Academic year. Measured by % of academic year participants at or exceeding minimum of both curriculum exposure and attendance, with same or (any) numerical increase in i-Ready scores, comparing the post- (academic year-end) to pre- (academic year-beginning) overall scale scores.	75%
2849	Participants who complete one, two or three of the Botvin K-2 Bully Stopper activities will improve in the number of correct responses, any point value, in comparing total post- to total pre-score.	85%
2850	Participants who complete the Botvin LifeSkills Elementary School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%

Performance Measure ID	Performance Measure Description	Target Level %
2851	Participants who complete the Botvin LifeSkills Elementary School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2852	Participants who complete the Botvin LifeSkills Middle School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2853	Participants who complete the Botvin LifeSkills Middle School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2854	Participants who complete the Botvin LifeSkills High School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2855	Participants who complete the Botvin LifeSkills High School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3685	Strategies to Promote Inclusion of All Members, Especially Among Sedentary Youth: Describe the strategies staff implemented to promote inclusion of all youth in physical activities, especially sedentary youth. Some recommendations are included in the SPARK After School Curriculum such as emphasize cooperative games and play; de-emphasize competition, incorporate music and rhythms to assist in motivating participants. Describe any training or supervision provided to staff on how to incorporate Inclusion Strategies into physical activity programming.
MPM-3701	Upon contract year-end, report the number and percentage of child/youth participants that passed the Basic Water Safety Skills assessment. (Report-out only status.)

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

Contracted Primary Youth:	200
Contracted Primary Adults:	0
Total Contracted Primary Participants:	200

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity

Contracted Group Youth:	0
Contracted Group Adults:	0
Total Contracted Group Participants:	0

Minimum Service Level ID	Minimum Service Level Description

The Parties hereto have executed this Contract Extension Agreement on the dates indicated below.

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

David L. Heaton, Executive Director

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

Signature of Community Services Director

Type Name

Date

APPROVED AS TO FORM AND CORRECTNESS:

Signature of City Attorney

Type Name

Date

Signature of Mayor

Typed Name

Date

ATTEST:

Signature of City Clerk

Typed Name

Date

Contract Extension Agreement
between
Children's Services Council of Martin County
and
City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Police Intervention Program

This **CONTRACT EXTENSION AGREEMENT** ("Extension Agreement") is made and entered into between **Children's Services Council of Martin County** ("CSCMC") and **City of Stuart Community Services Department - East Stuart Youth Initiative** ("Provider") collectively referred to as the "Parties" for the **ESYI - City of Stuart Police Intervention Program** ("Program").

WHEREAS the Parties entered into a contract fully executed on **September 25, 2020** for the Program, for the **Original Contract Term** of **July 1, 2020 through June 30, 2021**, hereinafter referred to as the "Contract";

WHEREAS the Parties agree that an extension of the Contract is to the mutual benefit of both Parties;

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitations set forth herein are true and correct.
2. The Contract is extended in accordance with its original terms, including the terms of any waivers granted and amendments executed, except as specifically amended herein, for an additional period commencing on **July 1, 2021, and extending through September 30, 2021**, with the additional period hereinafter being referred to as the "Extension Period".
3. CSCMC will reimburse the Provider up to **$46,994.00** for actual costs incurred for Program services rendered during the Original Contract Term and up to **$11,749.00** for the Extension Period, pursuant to and in accordance with the Contract, and pursuant to the Program Budget entered into SAMIS and the attached **Budget Amendment Detail Report** as approved by CSCMC.
4. Entry into this Extension Agreement constitutes agreement by the Provider to provide services in the manner defined in the Contract, and the agreed upon Performance Measurements, and any amendments herein, and to follow the policies and procedures contained in the CSCMC Program and Funding Policies document. CSCMC agrees to maintain the Program and Funding Policies document available on its website at www.cscmc.org or upon request by the Provider.
5. The Contract and this Extension Agreement constitutes the entire agreement between the Parties and may not be amended except by written agreement of the Parties.

SPECIAL CONDITIONS

The following conditions apply to the Program:

--- Provider is required to obtain and keep on file documentation signed by adults or a parent/legal guardian of children participating in this Contract's CSCMC-funded program, including but not limited to, the document entitled "Acknowledgement of Risks and Waiver of Liability Relating to the Coronavirus/COVID-19" provided by CSCMC to the Provider. This document, and any other documents provided by CSCMC to the Provider, must NOT be amended without the written consent by CSCMC.

--- Whenever possible, Provider is required to follow the Centers for Disease Control and Prevention guidelines as documented on its website, www.cdc.gov , to reduce the likelihood of transmission of COVID-19 to this Contract's CSCMC funded-program's participants, staff, subcontractors, and other individuals entering the facilities that are utilized for the provision of services pursuant to this Contract. Providers will submit COVID-19 related protocol documentation to CSCMC upon request.

City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Police Intervention Program

PERFORMANCE MEASUREMENTS
FY 2020-2021

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in SAMIS. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

Performance Measure ID	Performance Measure Description	Target Level %
1471	Registered participants in the First Time Offender Program will complete all sanctions as measured by returning on due date with all imposed sanctions completed.	90%
868	Registered participants in the First Time Offender Program will have no new referrals to the Department of Juvenile Justice within one year of program completion as measured by DJJ data.	85%
2774	Participants (in 4th and 5th grades) will develop problem solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using The Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%
2775	Participants (in 6th-8th grades) will develop problem-solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using The Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%
871	Participants (in 9th - 12th grades) will develop problem-solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using the Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3673	Report individual or group activities related to delinquency prevention or gang prevention that is not otherwise included in current performance measurements in SAMIS Group Activity module. For example, activities may include consultation, training or counseling with youths, parents, or professionals.

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

Contracted Primary Youth:	60
Contracted Primary Adults:	0
Total Contracted Primary Participants:	60

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity

Contracted Group Youth:	380
Contracted Group Adults:	100
Total Contracted Group Participants:	480

Minimum Service Level ID	Minimum Service Level Description

The Parties hereto have executed this Contract Extension Agreement on the dates indicated below.

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

David L. Heaton, Executive Director

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

Signature of Community Services Director

Type Name

Date

APPROVED AS TO FORM AND CORRECTNESS:

Signature of City Attorney

Type Name

Date

Signature of Mayor

Typed Name

Date

ATTEST:

Signature of City Clerk

Typed Name

Date

Contract Extension Agreement
between
Children's Services Council of Martin County
and
City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Parks and Recreation

This **CONTRACT EXTENSION AGREEMENT** ("Extension Agreement") is made and entered into between **Children's Services Council of Martin County** ("CSCMC") and **City of Stuart Community Services Department - East Stuart Youth Initiative** ("Provider") collectively referred to as the "Parties" for the **ESYI - City of Stuart Parks and Recreation program** ("Program").

WHEREAS the Parties entered into a contract fully executed on **August 28, 2020**, for the Program, for the **Original Contract Term** of **July 1, 2020 through June 30, 2021**, hereinafter referred to as the "Contract";

WHEREAS the Parties agree that an extension of the Contract is to the mutual benefit of both Parties;

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitations set forth herein are true and correct.
2. The Contract is extended in accordance with its original terms, including the terms of any waivers granted and amendments executed, except as specifically amended herein, for an additional period commencing on **July 1, 2021, and extending through September 30, 2021**, with the additional period hereinafter being referred to as the "Extension Period".
3. CSCMC will reimburse the Provider up to **$332,820.00** for actual costs incurred for Program services rendered during the Original Contract Term and up to **$83,205.00** for the Extension Period, pursuant to and in accordance with the Contract, and pursuant to the Program Budget entered into SAMIS and the attached **Budget Amendment Detail Report** as approved by CSCMC.
4. Entry into this Extension Agreement constitutes agreement by the Provider to provide services in the manner defined in the Contract, and the agreed upon Performance Measurements, and any amendments herein, and to follow the policies and procedures contained in the CSCMC Program and Funding Policies document. CSCMC agrees to maintain the Program and Funding Policies document available on its website at www.cscmc.org or upon request by the Provider.
5. The Contract and this Extension Agreement constitutes the entire agreement between the Parties and may not be amended except by written agreement of the Parties.

SPECIAL CONDITIONS

The following conditions apply to the Program:

--- Provider will participate in the Prime Time Martin County Out-of-School Time (OST) Quality Improvement (QI) Initiative, including all assessment, training, satisfaction survey activities, and ongoing Quality Improvement services, including improvement plan development, self-assessment training and progress checks.

--- Provider will attend both (2 of 2) Prime Time Martin County-based Professional Development Trainings, the Prime Time Annual Symposium and recommended training events, via a minimum of one (1) supervisor, lead practitioner or program delegate per each OST site.

--- Provider is required to obtain and keep on file documentation signed by adults or a parent/legal guardian of children participating in this Contract's CSCMC-funded program, including but not limited to, the document entitled "Acknowledgement of Risks and Waiver of Liability Relating to the Coronavirus/COVID-19" provided by CSCMC to the Provider. This document, and any other documents provided by CSCMC to the Provider, must NOT be amended without the written consent by CSCMC.

--- Whenever possible, Provider is required to follow the Centers for Disease Control and Prevention guidelines as documented on its website, www.cdc.gov , to reduce the likelihood of transmission of COVID-19 to this Contract's CSCMC funded-program's participants, staff, subcontractors, and other individuals entering the facilities that are utilized for the provision of services pursuant to this Contract. Providers will submit COVID-19 related protocol documentation to CSCMC upon request.

City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Parks and Recreation

PERFORMANCE MEASUREMENTS
FY 2020-2021

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in SAMIS. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

Performance Measure ID	Performance Measure Description	Target Level %
1367	Participants who regularly attend the program (8 or more days per month) will have no new referrals to the Department of Juvenile Justice while enrolled in the program, as measured by DJJ data at the end of the academic year. Measured by the % of Afterschool and prior Summer enrollees that meet or exceed set attendance rate, with a new DJJ referral (of any type) during academic year. Provide same data for participants that attend below set attendance rate.	90%
2687	Eligible participants will maintain or improve Reading scores as measured by the difference in i-Ready scores from pre- to post- assessments, per the Summer. Measured by % of Summer Camp participants with the same pre/post i-Ready score, or with any score increase in post-score versus pre-score, comparing the post- (academic year-beginning) to pre- (prior academic year-end) overall scale scores.	75%
2690	Eligible members will attend a minimum of 75% of the total number of Summer Slide sessions. Verified via record of attendance of each Summer Camp participant.	75%
2776	Youth who participate in the Individual Success Program will not have a subsequent suspension within the same contract year, as measured by program attendance roster and behavior report.	60%
1623	Participants who regularly attend (8 or more days per month) an Educational Component (minimum 60 minutes per week) will maintain or improve their academic performance in Reading/Language Arts, as measured by the difference in i-Ready scores from pre- to post-assessments, per the Academic year. Measured by % of academic year participants at or exceeding minimum of both curriculum exposure and attendance, with same or (any) numerical increase in i-Ready scores, comparing the post- (academic year-end) to pre- (academic year-beginning) overall scale scores.	75%
2849	Participants who complete one, two or three of the Botvin K-2 Bully Stopper activities will improve in the number of correct responses, any point value, in comparing total post- to total pre-score.	85%
2850	Participants who complete the Botvin LifeSkills Elementary School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%

Performance Measure ID	Performance Measure Description	Target Level %
2851	Participants who complete the Botvin LifeSkills Elementary School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2852	Participants who complete the Botvin LifeSkills Middle School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2853	Participants who complete the Botvin LifeSkills Middle School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2854	Participants who complete the Botvin LifeSkills High School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2855	Participants who complete the Botvin LifeSkills High School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3685	Strategies to Promote Inclusion of All Members, Especially Among Sedentary Youth: Describe the strategies staff implemented to promote inclusion of all youth in physical activities, especially sedentary youth. Some recommendations are included in the SPARK After School Curriculum such as emphasize cooperative games and play; de-emphasize competition, incorporate music and rhythms to assist in motivating participants. Describe any training or supervision provided to staff on how to incorporate Inclusion Strategies into physical activity programming.
MPM-3701	Upon contract year-end, report the number and percentage of child/youth participants that passed the Basic Water Safety Skills assessment. (Report-out only status.)

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

Contracted Primary Youth:	200
Contracted Primary Adults:	0
Total Contracted Primary Participants:	200

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity

Contracted Group Youth:	0
Contracted Group Adults:	0
Total Contracted Group Participants:	0

Minimum Service Level ID	Minimum Service Level Description

The Parties hereto have executed this Contract Extension Agreement on the dates indicated below.

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

David L. Heaton, Executive Director

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

Signature of Community Services Director

Type Name

Date

APPROVED AS TO FORM AND CORRECTNESS:

Signature of City Attorney

Type Name

Date

Signature of Mayor

Typed Name

Date

ATTEST:

Signature of City Clerk

Typed Name

Date

Budget Amendment Detail Report

City of Stuart Community - ESYI - City of Stuart Parks and Recreation

Fiscal Year: 2020-2021

Contract #: 26PP

Amendment ID: 937

Status: Approved

Date Submitted: 04/07/2021

Date Approved: 04/07/2021

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Life and Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Regular Salaries and Wages	281,705.20	281,705.20	101,550.02	71,064.05	0.00	352,769.25	172,614.07	Salaries are requested as follows: Division Manager: $33.02 per hour X 40 hours per week X 13 weeks * 50% reimbursement= $8,585.20 Admin. and Program Supervisor: $23.82 per hour X 40 hours per week X 13 weeks *65% reimbursement= $8,051.16 Recreation and Program Supervisor: $22.28 per hour X 40 hours per week X 13 weeks * 20% reimbursement= $2,317.12. Afterschool Program Manager: $18.41 per hour X 40 hours per week X 13 weeks *80% reimbursement= $7,658.56 TOTAL: $26,612.04 Recreation Leader (Pool positions): $13.75 per hour X 35 hours in July X 4 weeks X 11 employees *70%= $14,822.50 $13.75 per hour X 27 hours in Aug/Sep X 9 weeks X 8 employees *70%= $18,711.00 TOTAL=

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
								$33,533.50 Behavioral Support Specialist: $22.10 per hour X 35 hours in July X 4 weeks X 1 employee X 100%= $3,094.00 $22.10 per hour X 25 hours in Aug/Sep X 9 weeks X 1 employee X 100% =$4,972.50 TOTAL=$8,066.50 Officde Assistant: $15.13 per hour X 29 hours X 13 weeks *1 employee *50%=$2,852.01 TOTAL=$71,064.05
FICA	21,550.44	21,550.44	7,768.61	5,436.40	0.00	26,986.84	13,205.01	FICA: FICA is requested as follows: Division Manager: $33.02 per hour X 40 hours per week X 13 weeks * 50% reimbursement= $8,585.20 *.0765= $656.77 Admin. and Program Supervisor: $23.82 per hour X 40 hours per week X 13 weeks *65% reimbursement= $8,051.16 *.0765= $615.91 Recreation and Program Supervisor: $22.28 per hour X 40 hours per week X 13 weeks * 20% reimbursement= $2,317.12 *.0765= $177.26. Afterschool Program Manager: $18.41 per hour X 40 hours per week X 13 weeks *80% reimbursement= $7,658.56 *.0765= $585.88 TOTAL SALARY=$26,612.04 TOTAL FICA= $2,035.82 Recreation Leader (Pool positions): $13.75 per hour X 35 hours in July X 4 weeks X 11 employees *70%= $14,822.50 $13.75 per hour X 27 hours in Aug/Sep X 9 weeks X 8 employees *70%= $18,711.00 TOTAL= $33,533.50 TOTAL FICA=$2,565.31 Behavioral Support Specialist: $22.10 per hour X 35

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
								hours in July X 4 weeks X 1 employee X 100%= $3,094.00 $22.10 per hour X 25 hours in Aug/Sep X 9 weeks X 1 employee X 100% =$4,972.50 TOTAL SALARY=$8,066.50 TOTAL FICA=$617.09 Office Assistant: $15.13 per hour X 29 hours X 13 weeks *1 employee *50%=$2,852.01*.0765=$218.18 TOTAL SALARY: $2,852.01 TOTAL FICA: $218.18 TOTAL SALARY=$71,064.05 TOTAL FICA=$5436.40
Totals for Salary	303,255.64	303,255.64	109,318.63	76,500.45	0.00	379,756.09	185,819.08	
Conference/Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel/Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	1,512.56	1,512.56	-163.17	2,172.15	0.00	3,684.71	2,008.98	Office Supplies: Paper, Ink, misc- $3,504.30 Office furnishings: $300.00 Office Chairs: $540.00 =$4,335.30 * 50%= $2,172.15
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Occupancy (Building & Grounds)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Printing & Copying	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dues/Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Equipment Rental/Lease & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Equipment Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Books/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Administrative Cost	12,000.00	12,000.00	9,000.00	0.00	0.00	12,000.00	9,000.00	
Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Specific Assistance to Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Other/Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other/Contract	7,212.00	7,212.00	3,262.58	1,459.80	0.00	8,671.80	4,722.38	Other/Contract: All About achieving, LLC: $4,390.00 * 15%= $658.50 Soccer: $100 X 11 weeks = $1,100.00 * 15%= $165.00 Steel Pan: $75 X 8 weeks = $600.00 * 15%= $90.00 Golf: $100 X 11 weeks = $1,100.00 * 15% =$165.00 Rosalind: $75 X 11 weels = $825.00 * 15% = $123.75 Yoga: $55 X 4 weeks = $220.00 * 15% = $33.00 Kickboxing: $75 X 11 weels = $825.00 * 15% = $123.75 YMCA: $7 X 12 youth X 8 weeks = $672.00 * 15% = $100.80 TOTAL= $1,459.80
Program Supplies	8,839.80	8,839.80	4,641.14	3,072.60	0.00	11,912.40	7,713.74	Program supplies: Full STEM Ahead LLC. Kit: $3,600 * 27% = $972.00 End of Year celebration: $800.00 * 27% = $216.00 Summer Programming Supplies: $1,200.00 * 27% = 324.00 Field Trips: $930.00 *27%= $251.10 Computers/desks/furniture $2,750.00 * 27% = $742.50 Athletic Gear/Spark $1,000.00* 27% = $270.00 Youth Incentives $1,100 * 27% = $297.00

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
								TOTAL: $3,072.60
Other/Special Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Salaries & Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Totals for Expense	29,564.36	29,564.36	16,740.55	6,704.55	0.00	36,268.91	23,445.10	
Grand Totals	**332,820.00**	**332,820.00**	**126,059.18**	**83,205.00**	**0.00**	**416,025.00**	**209,264.18**	

Amendment Comments:

Date	User ID	Narrative
3/30/2021 8:55 am	jbrowning	Needs FICA
3/31/2021 2:26 pm	cgood	Reviewed by Program. This amendment designated funds allocated to this program to extend the current contract through the end of September 2021. Okay.

Audit Trail

Julie McHenry (jmchenry) created document - Mar 24 2021 10:26AM
Julie McHenry (jmchenry) forwarded document to Judy Browning (jbrowning) - Mar 29 2021 6:34PM
Judy Browning (jbrowning) rejected document - sent back to - Julie McHenry (jmchenry) - Mar 30 2021 8:55AM
Reason: Rejected - Mar 30 2021 8:55AM
Julie McHenry (jmchenry) forwarded document to Judy Browning (jbrowning) - Mar 30 2021 1:25PM
Judy Browning (jbrowning) submitted document to CSC for approval - Mar 30 2021 2:14PM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter) - Mar 31 2021 2:26PM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley) - Mar 31 2021 2:31PM
Zackery Hackley (zhackley) approved document - Apr 7 2021 9:16AM

Contract Extension Agreement
between
Children's Services Council of Martin County
and
City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Police Intervention Program

This **CONTRACT EXTENSION AGREEMENT** ("Extension Agreement") is made and entered into between **Children's Services Council of Martin County** ("CSCMC") and **City of Stuart Community Services Department - East Stuart Youth Initiative** ("Provider") collectively referred to as the "Parties" for the **ESYI - City of Stuart Police Intervention Program** ("Program").

WHEREAS the Parties entered into a contract fully executed on **September 25, 2020** for the Program, for the **Original Contract Term** of **July 1, 2020 through June 30, 2021**, hereinafter referred to as the "Contract";

WHEREAS the Parties agree that an extension of the Contract is to the mutual benefit of both Parties;

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitations set forth herein are true and correct.
2. The Contract is extended in accordance with its original terms, including the terms of any waivers granted and amendments executed, except as specifically amended herein, for an additional period commencing on **July 1, 2021, and extending through September 30, 2021**, with the additional period hereinafter being referred to as the "Extension Period".
3. CSCMC will reimburse the Provider up to **$46,994.00** for actual costs incurred for Program services rendered during the Original Contract Term and up to **$11,749.00** for the Extension Period, pursuant to and in accordance with the Contract, and pursuant to the Program Budget entered into SAMIS and the attached **Budget Amendment Detail Report** as approved by CSCMC.
4. Entry into this Extension Agreement constitutes agreement by the Provider to provide services in the manner defined in the Contract, and the agreed upon Performance Measurements, and any amendments herein, and to follow the policies and procedures contained in the CSCMC Program and Funding Policies document. CSCMC agrees to maintain the Program and Funding Policies document available on its website at www.cscmc.org or upon request by the Provider.
5. The Contract and this Extension Agreement constitutes the entire agreement between the Parties and may not be amended except by written agreement of the Parties.

SPECIAL CONDITIONS

The following conditions apply to the Program:

--- Provider is required to obtain and keep on file documentation signed by adults or a parent/legal guardian of children participating in this Contract's CSCMC-funded program, including but not limited to, the document entitled "Acknowledgement of Risks and Waiver of Liability Relating to the Coronavirus/COVID-19" provided by CSCMC to the Provider. This document, and any other documents provided by CSCMC to the Provider, must NOT be amended without the written consent by CSCMC.

--- Whenever possible, Provider is required to follow the Centers for Disease Control and Prevention guidelines as documented on its website, www.cdc.gov , to reduce the likelihood of transmission of COVID-19 to this Contract's CSCMC funded-program's participants, staff, subcontractors, and other individuals entering the facilities that are utilized for the provision of services pursuant to this Contract. Providers will submit COVID-19 related protocol documentation to CSCMC upon request.

City of Stuart Community Services Department - East Stuart Youth Initiative
ESYI - City of Stuart Police Intervention Program

PERFORMANCE MEASUREMENTS
FY 2020-2021

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in SAMIS. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

Performance Measure ID	Performance Measure Description	Target Level %
1471	Registered participants in the First Time Offender Program will complete all sanctions as measured by returning on due date with all imposed sanctions completed.	90%
868	Registered participants in the First Time Offender Program will have no new referrals to the Department of Juvenile Justice within one year of program completion as measured by DJJ data.	85%
2774	Participants (in 4th and 5th grades) will develop problem solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using The Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%
2775	Participants (in 6th-8th grades) will develop problem-solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using The Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%
871	Participants (in 9th - 12th grades) will develop problem-solving and coping skills and improve knowledge of gangs & gang recruitment resistance strategies using the Phoenix Curriculum as measured by pre and post test, or a post test score of 80% or higher.	85%

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3673	Report individual or group activities related to delinquency prevention or gang prevention that is not otherwise included in current performance measurements in SAMIS Group Activity module. For example, activities may include consultation, training or counseling with youths, parents, or professionals.

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

Contracted Primary Youth:	60
Contracted Primary Adults:	0
Total Contracted Primary Participants:	60

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity

Contracted Group Youth:	380
Contracted Group Adults:	100
Total Contracted Group Participants:	480

Minimum Service Level ID	Minimum Service Level Description

The Parties hereto have executed this Contract Extension Agreement on the dates indicated below.

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

David L. Heaton, Executive Director

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

Signature of Community Services Director

Type Name

Date

APPROVED AS TO FORM AND CORRECTNESS:

Signature of City Attorney

Type Name

Date

Signature of Mayor

Typed Name

Date

ATTEST:

Signature of City Clerk

Typed Name

Date

Budget Amendment Detail Report

City of Stuart Community - ESYI - City of Stuart Police Intervention Program

Fiscal Year: 2020-2021

Contract #: 26PP

Amendment ID: 938

Status: Approved

Date Submitted: 04/07/2021

Date Approved: 04/07/2021

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Life and Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Workers Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Regular Salaries and Wages	46,994.00	46,994.00	7,611.20	11,749.00	0.00	58,743.00	19,360.20	Given allocation amount for fiscal year 2020-2021, $11,749.00
Totals for Salary	46,994.00	46,994.00	7,611.20	11,749.00	0.00	58,743.00	19,360.20	
Conference/Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel/Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Occupancy (Building & Grounds)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative
Printing & Copying	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Dues/Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment Rental/Lease & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Equipment Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Books/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Administrative Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Specific Assistance to Individuals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Other/Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other/Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Program Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Other/Special Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Salaries & Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
COVID-19 Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	New
Totals for Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Grand Totals	**46,994.00**	**46,994.00**	**7,611.20**	**11,749.00**	**0.00**	**58,743.00**	**19,360.20**	

GL Account	Allocation	Amended CSC Budget	Current Unspent Balance	Credit	Debit	Revised CSC Budget	Revised Unspent Balance	Narrative

Amendment Comments:

Date	User ID	Narrative
3/31/2021 2:20 pm	cgood	Reviewed by Program. This amendment designates funds allocated to this program due to extending the contract through the end of September 2021. Okay.

Audit Trail

Kathleen Lannon (klannon) created document - Mar 25 2021 8:44AM
Kathleen Lannon (klannon) forwarded document to Julie McHenry (jmchenry) - Mar 25 2021 8:47AM
Julie McHenry (jmchenry) forwarded document to Judy Browning (jbrowning) - Mar 28 2021 9:39AM
Judy Browning (jbrowning) submitted document to CSC for approval - Mar 30 2021 8:55AM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter) - Mar 31 2021 2:20PM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley) - Mar 31 2021 2:31PM
Zackery Hackley (zhackley) approved document - Apr 7 2021 9:17AM

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 5/24/2021 **Prepared by:** Tom Reetz

Title of Item:

KANNER HIGHWAY CPUD - COSTCO (RC):

ORDINANCE No. 2466-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "NEIGHBORHOOD SPECIAL DISTRICT" TO THE 49+/- ACRE PROPERTY, OWNED BY NEHME HOLDINGS, LLC AND WILLOUGHBY GROUP, LLC LOCATED ALONG SR-76 KANNER HIGHWAY, SOUTH OF MARTIN COUNTY HIGH SCHOOL AND ABUTTING LYCHEE TREE NURSERY; SAID LAND, ANNEXED BY ORDINANCE No. 2327-2016 AND ORDINANCE No. 2337-2017, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND CONCURRENTLY ASSIGNING "CPUD" ZONING TO SAID LAND ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE KANNER CPUD COMMERCIAL PLANNED UNIT DEVELOPMENT, CONSISTING OF 162,020 SQUARE FEET OF RETAIL, BULK MERCHANDISE, AND AUTOMOBILE REPAIR SERVICES BUILDING FOOTPRINT WITH A STAND ALONE KIOSK AND FUEL FACILITY, 398 RESIDENTIAL APARTMENT UNITS AND RETAIL AND RESTAURANT PADS PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE OF DEVELOPMENT; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On April 29, 2021, at a Special Local Planning Agency Meeting, the LPA unanimously approved the Kanner CPUD proposal, recommending that the applicant address certain conditions of development prior to First Reading, these being:

1. Consider the Architectural, Urban design/layout and a variety of unit styles/types/design of the residential portion to get a better sense of community. Including the connectivity through and between parts of the site; internal and external sidewalks/multi-modal paths pedestrian safety etc.
2. Provide shade trees in the parking area, possibly a reduction in parking spaces.
3. Revise the design of the lakes to make them less rectangular/formal.
4. Provide explanation of the calculation that would be used to determine stormwater improvements.
5. Provide Enhanced crossing signals at the intersections for walkers and a bus stop.
6. Provide Full Crosswalk design at each curb cut (Kanner & Willoughby)
7. Provide a Bus Stop near the roundabout located on site.
8. Provide an updated concurrency review prior to construction approval docs.

Since then, the applicant has re-submitted revised Site, Landscaping, Photo-metric and Architectural Plans,

along with Architectural Elevations. **See Attachments - Ordinance 2466-2021 Exhibit D**

The intent of this application is to assign CPUD zoning and a Neighborhood Special District land use designations to property recently annexed in order to construct a 162,020 sq.ft Costco Wholesale building with standalone kiosk and fuel facility, 398 residential apartment units, retail and restaurant buildings and approve a Master Site Plan including a connector road between S. Kanner Hwy. and SE Willoughby Blvd.

The applicant is proposing 193,146 sq. ft. of commercial building area and 398 apartment units within 4 (four) 4-storey buildings with a density of 8.1 dwelling units per acre for the 48.99 acre site. The City's Comprehensive Plan, Policy A7.2 Table of Land Use Densities and Intensities allows up to 15 dwelling units per gross acre for the Neighborhood/Special District Land Use category.

Traffic improvements to S. Kanner Highway include the addition of a signalized entry with full turning movement, a left-turn lane for southbound traffic and a right-turn lane for northbound traffic. A controlled directional access median break (left-turn in, right-turn in, and right-turn out only) will be provided at the northern portion of the site. A right-turn in and right-turn out with no median break is proposed for the southern portion of the site. An eight (8) foot wide sidewalk will be constructed within the S. Kanner Highway right-of-way along the western property boundary to connect the existing adjacent sidewalks to the north and south of the property entrance. Pedestrian routes will connect to the sidewalk within the right-of-way to provide access to the buildings. Sidewalks internal to the development shall have a minimum width of 6 feet.

A total of 1,725 parking spaces are provided for the development with the parking for the Costco Wholesale building being sufficiently parked at 1 parking space for every 250 square feet of building with additional parking available for customers that is being offset with additional landscaping at the projects entrance.

The proposed project's master storm water management system consist of a series of interconnected wet detention lakes and dry retention ponds. The system satisfies criteria of the South Florida Water Management District (SFWMD), City of Stuart, Florida Department of Transportation (FDOT) and Martin County. The proposed system will expand the existing FDOT lake on-site that currently serves Kanner Hwy. The design also includes littoral plantings at the project's proposed lakes and expanded D.O.T. pond that are stated to reduce the storm water system of excess nitrogen and phosphorus and potentially could count towards offsetting a portion of the project's tree mitigation requirement. See Attachment B.1 Staff Review

The applicant is asking to depart from the to the City's Land Development Code which may be offset by providing other aspects of the project which exceed code requirements and or are amenities of value to the community. The departure is as follows:

1. Parking Code Section 6.01.13: Multi-family dwelling units (studios or 1 bedroom) require 1.5 spaces per unit; Multi-family dwelling units (2 or more bedrooms) require 2 space per unit. Required parking for the project is 722 spaces and the applicant is providing for 700 residential spaces.

2. Parking Code Section 6.01.14.C Within an large commercial development which provide shopping carts for use by patrons, one parking space per 25 spaces shall be dedicated for the storage of shopping carts. This storage area shall include fence materials to keep the shopping carts in the space. Required spaces to be dedicated for storage of shopping carts is 24 and the applicant is providing 14 spaces for storage.

3. Landscaping Code Section 6.04.07C.5 Interior landscaped islands shall be provided between every ten (10) parking spaces. Each interior island shall be not less than six feet in width. Each interior island shall contain not less than one shade tree and a combination of shrubs, ground cover, grass and mulch. The commercial parking areas for Costco building's parking lot contains 14 rows with more than 10 spaces without a landscaped island. See Attachment B.2 Staff Code Review.

NOTE: Staff have received correspondence from citizens in relation to this item. The comments will be presented as an exhibit and become part of the record at time of first hearing.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2466-2021 at First Reading.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A.1 Ordinance 2466-2021	5/14/2021	Ordinance add to Y drive
🗋	A.2 Ordinance 2466-2021 Exhibit D(1)	5/14/2021	Ordinance add to Y drive
🗋	A.3 Ordinance 2466-2021 Exhibit D(2)	5/14/2021	Ordinance add to Y drive
🗋	A.4 Ordinance 2466-2021 Exhibit D(3)	5/14/2021	Ordinance add to Y drive
🗋	A.5 Ordinance 2466-2021 Exhibit D(4)	5/14/2021	Ordinance add to Y drive
🗋	B.1 Staff Review	5/14/2021	Staff Report
🗋	B.2 Staff Code Review	5/14/2021	Staff Report
🗋	C.1 Applications	5/14/2021	Backup Material
🗋	D.1 Public Works Conditional Approval	5/14/2021	Backup Material
🗋	D.2 Aplicant's Response to Comments	5/14/2021	Backup Material
🗋	D.3 Applicant's response to Traffic Comments	5/14/2021	Backup Material
🗋	D.4 Stormwater Justification Letter	5/14/2021	Backup Material
🗋	E.1 Public Notice Affidavit	5/14/2021	Backup Material
🗋	F.1. Intervenor Application and Documentation	5/20/2021	Attachment
🗋	F.2. Intervenor Power Point Presentation	5/14/2021	Attachment

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2466-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN, THEREBY ASSIGNING A FUTURE LAND USE DESIGNATION OF "NEIGHBORHOOD SPECIAL DISTRICT" TO THE 49+/- ACRE PROPERTY, OWNED BY NEHME HOLDINGS, LLC AND WILLOUGHBY GROUP, LLC LOCATED ALONG SR-76 KANNER HIGHWAY, SOUTH OF MARTIN COUNTY HIGH SCHOOL AND ABUTTING LYCHEE TREE NURSERY; SAID LAND, ANNEXED BY ORDINANCE No. 2327-2016 AND ORDINANCE No. 2337-2017, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND CONCURRENTLY ASSIGNING "CPUD" ZONING TO SAID LAND ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE KANNER CPUD COMMERCIAL PLANNED UNIT DEVELOPMENT, CONSISTING OF 162,020 SQUARE FEET OF RETAIL, BULK MERCHANDISE, AND AUTOMOBILE REPAIR SERVICES BUILDING FOOTPRINT WITH A STAND ALONE KIOSK AND FUEL FACILITY, 398 RESIDENTIAL APARTMENT UNITS AND RETAIL AND RESTAURANT PADS PROVIDING FOR APPROVAL OF A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE OF DEVELOPMENT; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on August 22, 2016 and January 9th, 2017, the City Commission adopted Ordinance No. 2327-2016 and 2337-2017 respectively, annexing a total of 5 parcels fronting S. Kanner Highway south of Martin County High School and abutting the Lychee Tree Nursery.

WHEREAS, the City of Stuart has determined the need to apply the Future Land Use and Land Development Zoning district for said lands; and

WHEREAS, On May 24, 2021, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by M&M Realty Partners, amending the Future Land Use Map of the City's Comprehensive Plan, amending the city's official zoning map and approving a master site plan for a retail, bulk merchandise and automobile repair services with a standalone kiosk and fueling facility, and 398 residential apartment units and retail and restaurant pads; 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 this ordinance; and

WHEREAS, the City Commission considered and determined that the wetlands existing on the Property have been highly disturbed and that invasive exotic and nuisance vegetation have reduced the quality of the wetlands and that the wetlands and water surfaces are scattered throughout the Property thereby limiting avoidance and minimization of impacts to wetlands to the extent that such impacts must be addressed by offsite mitigation pursuant to Section 5.03.03 of the City of Stuart Land Development Code; and

WHEREAS, the City Commission recognizes and acknowledges that there are no state or federal mitigation banks within the boundaries of the City of Stuart, the City Commission therefore accepts offsite mitigation for this Project at the Bluefield Ranch Mitigation Bank pursuant to Section 5.03.03. of the City of Stuart Land Development Code; and

WHEREAS, the City Commission considered and determined that the native upland vegetation areas on the Property are scattered and have been previously disturbed, and that invasive exotic and nuisance vegetation has reduced the quality of the native upland vegetation areas on site, and that the disturbed native upland vegetations areas do not provide sufficient wildlife habitat necessary for the long term survival of listed species as determined by the Florida Fish and Wildlife Conservation Commission (FFWCC) and because the Property is not identified as a Strategic Habitat Conservation Area by FFWCC and the scattered and disturbed native upland vegetation areas on the Property limits avoidance and minimization impacts to native upland habitat the native upland vegetation has been recreated on site; and

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

WHEREAS, this CPUD development will be in harmony with surrounding properties; and

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

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

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

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

1. **Drainage and Utility Statement, by Engineering Design and Construction Engineers Dated March 10, 2021**
2. **Traffic Analysis for Kanner CPUD, by O'Rourke Engineering and Planning, Pages 1-52, dated December 16, 2020 and last revised on April 21, 2021**
3. **Land Use Plan Amendment Traffic Analysis, by O'Rourke Engineering and Planning, Pages 1-36, dated December 18, 2020 and last revised on April 21, 2021**
4. **Signal Warrant Analysis for Kanner CPUD, Pages 1-23, by O'Rourke Engineering and Planning, Dated February 18, 2020 and last revised on April 22, 2021**
5. **Environmental Assessment Report, by EW Consultants, Inc. Pages 1-41, dated March 2021**

6. **Proposed Retail Buildings and Proposed Restaurant Buildings: Stuart Retail Center, by EP Design Services, Sheets A-001 thru A-004, dated March 3, 2021**
7. **Residential Multifamily Plans and Elevations, by Forum Architecture & Interior Design, Inc. Pages A5.11, A5.21, A5.31, A5.41, A5.51, A5.61, and A6.11. all dated December 16, 2020**
8. **Costco Building Elevations, by MG2, Pages 1-9, dated December 16, 2020 and last revised on 5.12.2021**
9. **Master Site Plan, Sheet 1 of 1, By Lucido and Associates Dated March 16, 2021 and last revised on 5.13.2021**
10. **Phasing Plan, by Engineering Design and Construction Engineers Sheet 1 of 1, dated March 10, 2021**
11. **Boundary, Topographic & Tree Survey, by Engineering Design and Construction Engineers, Sheets 1-9. dated February 26, 2021**
12. **Landscape plan, By Lucido and Associates, Sheets CV-1 & LA1-LA6, dated December 17, 2020, and 03.19.2021 and last revised on 5.13.2021**
13. **Preliminary Engineering Plans and Specifications, by Engineering Design and Construction Engineers, Pages 1-9, dated March 04, 2021**
14. **Lake Excavation vs Retention Exhibit, by Engineering Design and Construction Engineers Sheet 1 of 1, dated March 10, 2021**

15. **Kanner CPUD Garbage Truck Turning Exhibit, by Engineering Design and Construction Engineers, Sheet 1 of 1, dated March 19, 2021**
16. **Kanner CPUD Fire Truck Turning Exhibit, by Engineering design and Construction Engineers Sheet 1 of 1; dated March 19, 2021**
17. **Photometric plans, sheets E0.1, E1.1, E1.10, E1.11, E1.2 E1.9, By Lucido and Associates, dated 8.21.2020 and 12.18.2020.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Neighborhood Special District". If challenged within 30 days after adoption, this ordinance may not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the adopted large scale development amendment is in compliance as defined in F.S. 163.3184(1)(b).

SECTION 3: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "CPUD" Commercial Planned Unit Development.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

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

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

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

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

a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.

b. Direct the City Development Director to initiate the process to rezone the 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 CPUD ordinance by the Developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided

by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 8: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner. However, the Future Land Use and Zoning Designations granted herein shall not be effective until thirty-one (31) days after adoption, or as otherwise provided by law.

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

SECTION 10: 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 this ____ 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				
REBECCA S. 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 MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

Nehme Holdings, LLC
Ms. Eileen Nehme, Owner

_____ By: _____

Print Name: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____, who ☐ is personally known to me or ☐ has produced _____as identification.

(Notary Seal)

_____
Signature of Notary Public

Printed Name: _____

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

WITNESSES:

Willoughby Group, LLC
Mahmoud Hadid, Managing Director

_____

By: _____

Print Name: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2021, by _____, who ☐ is personally known to me or ☐ has produced _____as identification.

(Notary Seal)

_____
Signature of Notary Public

Printed Name: _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2021, Eula R. Clarke, Mayor, and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation, who ☐ are personally known to me or ☐ have produced _____as identification.

(Notary Seal)

_____
Signature of Notary Public

Printed Name: _____

'EXHIBIT A' – LEGAL DESCRIPTION

PARCEL 1

THE REAL PROPERTY LYING AND BEING IN GOVERNMENT LOT 5 AND 6, SECTION 16, TOWNSHIP 38 SOUTH , RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE HANSON GRANT AND THE CENTERLINE OF STATE ROAD 76, THENCE PROCEED NORTH 66°18'30" EAST ALONG THE NORTH LINE OF THE HANSON GRANT FOR A DISTANCE OF 50.08 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 76. THENCE PROCEED NORTH 20°23'20" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76 FOR A DISTANCE OF 330 FEET AND THE POINT OR PLACE OF BEGINNING. THENCE PROCEED NORTH 66°18'30" EAST FOR A DISTANCE OF 984.42 FEET TO A POINT, THENCE PROCEED NORTH 20°23'20" WEST FOR A DISTANCE OF 350 FEET TO A POINT, THENCE PROCEED SOUTH 66°18'30" WEST FOR A DISTANCE OF 984.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76; THENCE PROCEED SOUTH 20°23'20" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76 FOR A DISTANCE OF 350 FEET TO THE POINT OR PLACE OF BEGINNING.

LESS AND EXCEPT PARCEL NO. 145 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, RECORDED IN 0.R. BOOK 951, PAGE 284, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF GOVERNMENT LOT 5, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 66°02'08" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 127.80 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 76 (KANNER HIGHWAY); THENCE NORTH 20°39'37" WEST ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°39'37" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 350.00 FEET; THENCE NORTH 66°02'08" EAST, A DISTANCE OF 20.03 FEET; THENCE SOUTH 20°39'37" EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 66°02'08" WEST, A DISTANCE OF 20.03 FEET.

PARCEL 2:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 6 AND 7, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 2, STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD; THENCE NORTH 23°40'21" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 208.04 FEET TO A POINT OF CURVATURE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 14°55'37", AND AN ARC LENGTH OF 369.95 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 66°43'59" WEST, FOR A DISTANCE OF 791.02 FEET TO A POINT; THENCE NORTH 20°39'22" WEST FOR A DISTANCE OF 395.23 FEET TO A POINT ON THE SOUTH LINE OF A MARTIN COUNTY ACCESS STRIP RECORDED IN OFFICIAL RECORDS BOOK 882, PAGES 783 AND 785, MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°28'43" EAST ALONG SAID MARTIN COUNTY ACCESS STRIP, FOR A DISTANCE OF 859.34 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE EAST, RADIAL LINE BEARS NORTH 82°49'31" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 02°01'03", AND AN ARC LENGTH OF 50 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807690
A PARCEL OF LAND LYING IN GOVERNMENT LOTS 5, 6, AND 7, SECTION 16, TOWNSHIP 38 SOUTH RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :
BEGINNING AT THE NORTHEAST CORNER OF TRACT 2, STUART FARMS, AS RECORDED IN PLAT BOOK I, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD AND ALSO BEING A POINT ON THE NORTH LINE OF THE HANSON GRANT; THENCE SOUTH 65°51'31" WEST ALONG THE NORTH LINE OF SAID HANSON GRANT, FOR A DISTANCE OF 1738.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH KANNER HIGHWAY (S.R. 76); THENCE NORTH 20°39'22" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 330.00 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 65°51'31" EAST, FOR A DISTANCE OF 964.39 FEET TO A POINT; THENCE NORTH 20°39'22" WEST, FOR A DISTANCE OF 256.55 FEET TO A POINT; THENCE NORTH 66°43'59" EAST, FOR A DISTANCE OF 791.02 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 14°55'37", A CHORD BEARING OF SOUTH 16°11'46" EAST AND A CHORD LENGTH OF 368.90 FEET; THENCE TRAVEL COUNTER-CLOCKWISE ALONG THE ARC OF SAID NON-TANGENT CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, FOR A DISTANCE OF 369.95 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23°40'21" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 208.04 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807694
A PARCEL OF LAND LYING WITHIN THE HANSON GRANT, MARTIN COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
THE WESTERLY 330.00 FEET OF LOT 2, AND ALL OF LOTS 3 AND 4 OF STUART FARMS, AS RECORDED IN PLAT BOOK I, PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOW SITUATED, LYING AND BEING IN MARTIN COUNTY, FLORIDA.
LESS AND EXCEPT
THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 951, PAGE 282, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A 1O FOOT WIDE PARCEL OF LAND OVER THE WESTERLY PORTION OF LOT 4, ACCORDING TO THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING EASTERLY OF STATE ROAD 76, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE RUN SOUTH 66°02'08" WEST, ALONG THE NORTH LINE OF SAID LOT 4 AND ALONG THE NORTH LINE OF HANSON GRANT, A DISTANCE OF 376.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66°02'08" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 10.01 FEET; THENCE SOUTH 20°39'37" EAST, ALONG A LINE THAT IS 1O FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE 100 FOOT WIDE STATE ROAD 76, A DISTANCE OF 600.55 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 66°06'12" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 10.01 FEET; THENCE NORTH 20°39'37" WEST, ALONG A LINE 20 FEET EASTERLY OF AS MEASURED AT

RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE SAID 100 FOOT WIDE STATE ROAD 76, A DISTANCE OF 600.56 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN ABANDONED 40 FOOT DEDICATED RIGHT OF WAY LYING BETWEEN SAID LOTS 2 AND 3.

'EXHIBIT B' – LOCATION MAP

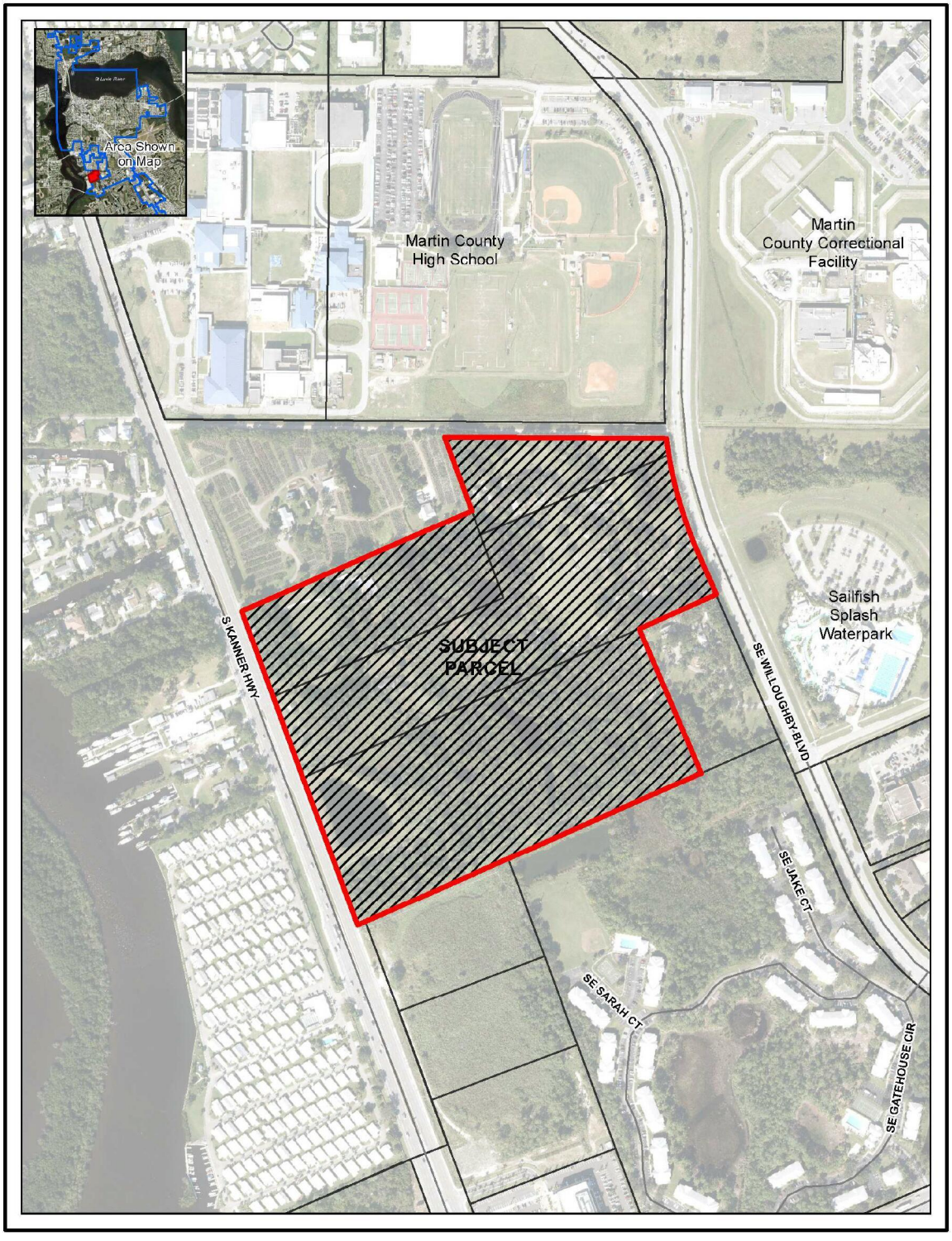

Area Shown on Map
Martin County High School
Martin County Correctional Facility
SUBJECT PARCEL
S KANNER HWY
SE WILLOUGHBY BLVD
Sailfish Splash Waterpark
SE JAKE CT
SE SARAH CT
SE GATEHOUSE CIR

EXHIBIT C – DEVELOPMENT CONDITIONS

1. All development approved hereby, and the use thereof, shall comply with the following drawings:

Approved Plans and Documents (Exhibit D)

A. Drainage and Utility Statement, by Engineering Design and Construction Engineers Dated March 10, 2021

B. Traffic Analysis for Kanner CPUD, by O'Rourke Engineering and Planning, Pages 1-52, dated December 16, 2020 and last revised on April 21, 2021

C. Land Use Plan Amendment Traffic Analysis, by O'Rourke Engineering and Planning, Pages 1-36, dated December 18, 2020 and last revised on April 21, 2021

D. Signal Warrant Analysis for Kanner CPUD, Pages 1-23, by O'Rourke Engineering and Planning, Dated February 18, 2020 and last revised on April 22, 2021

E. Environmental Assessment Report, by EW Consultants, Inc. Pages 1-41, dated March 2021

F. Proposed Retail Buildings and Proposed Restaurant Buildings: Stuart Retail Center, by EP Design Services, Sheets A-001 thru A-004, dated March 3, 2021

G. Residential Multifamily Plans and Elevations, by Forum Architecture & Interior Design, Inc. Pages A5.11, A5.21, A5.31, A5.41, A5.51, A5.61, and A6.11. all dated December 16, 2020 and last revised on May 12, 2021

H. Costco Building Elevations, by MG2, Pages 1-9, dated December 16, 2020

I. Master Site Plan, Sheet 1 of 1, By Lucido and Associates dated 3.16.2021 and last revised on 5.13.2021

J. Phasing Plan, by Engineering Design and Construction Engineers Sheet 1 of 1, dated March 10, 2021

K. Boundary, Topographic & Tree Survey, by Engineering Design and Construction Engineers, Sheets 1-9. dated February 26, 2021

L. Landscape plan, By Lucido and Associates, Sheets CV-1 & LA1-LA6, dated December 17, 2020, and 03.19.2021 and last revised on 5.13.2021

M. Preliminary Engineering Plans and Specifications, by Engineering Design and Construction Engineers, Pages 1-9, dated March 04, 2021

N. Lake Excavation vs Retention Exhibit, by Engineering Design and Construction Engineers Sheet 1 of 1, dated March 10, 2021

O. Kanner CPUD Garbage Truck Turning Exhibit, by Engineering Design and Construction Engineers, Sheet 1 of 1, dated March 19, 2021

P. Kanner CPUD Fire Truck Turning Exhibit, by Engineering design and Construction Engineers Sheet 1 of 1; dated March 19, 2021

Q. Photometric plans, sheets E0.1, E1.1, E1.10, E1.11, E1.2 E1.9, By Lucido and Associates, dated 8.21.2020 and 12.18.2020.

Prior to Issuance of Site Permits

2. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of any final site permits.

3. Final Development plans and/or Construction Drawings and Building Plans shall be submitted, reviewed, and approved by the City prior to the issuance of any Development Permits.

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

5. All required 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 phase of development activities.

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

7. The applicant shall provide a photometric plan prior to building permit approval (Final Site Plan approval). Lighting shall comply with Section 6.07.00 of the Land Development Code and reviewed by police for CEPTED/Crime Prevention recommendations. Lighting shall include shields to direct the light away from the Lychee Tree Nursery.

Development and Construction

8. Except as otherwise set forth in the Kanner CPUD, development shall comply with the City Land Development Code. Any modifications to the Master Site Plan that is 10%, or less, of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping, may be approved by the City's Development Director, provided however,

the Development Director may refer the matter to the City Commission for approval via public hearing.

9. All applicable state or federal permits must be obtained before the commencement of any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

10. Development of the Property as a CPUD shall include a net impervious area of not more than seventy-five (75%) for the combination of parcels within the CPUD.

11. The maximum building height within the CPUD shall be 4 stories or forty-five (45) feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

12. Water and Sewer Services shall be provided by City of Stuart Utilities.

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

14. Prior to certificate of occupancy of the retail, bulk merchandise and automobile repair services building and fueling facility, the applicant shall provide an engineer's written confirmation attesting that the necessary components of the CPUD's stormwater and utility systems are in place and functioning in compliance with all approved plans and specifications.

15. Construction activity shall be limited from 6.00 am to 6:00 pm. Monday – Saturday. However, the City's Development Director shall have the discretion to authorize construction to take place outside the standard construction hours set forth in the City's Land Development Code and Code of Ordinances.

16. Notwithstanding anything to the contrary in the City of Stuart Land Development Code of City of Stuart Code of Ordinances, there shall be no restrictions on delivery hours for the retail, bulk merchandise and automobile repair services building and fueling facility.

17. 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 and/or temporary construction water service shall be utilized by the Developer in order to reduce dust generated onsite during construction.

18. Any existing infrastructure, sidewalk or private property including adjacent property boundaries that are damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy.

19. All on-site utilities shall be buried unless overhead lines are otherwise required by local utility authorities.

20. Prior to Final Plan approval the Developer shall obtain the necessary water use permits from the South Florida Water Management District for irrigation and temporary construction dewatering. As part of these approvals the Developer shall demonstrate the project will not adversely impact adjacent properties, wetlands, surface waters or cause adverse migration of saline water and regulated contaminants.

21. All utility and driveway connection improvements constructed by the Developer within Florida's Department of Transportation's right-of-way shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT and or Martin County.

22. a. Sidewalk shall be constructed as needed within the S. Kanner Highway right-of-way to connect with the existing sidewalk. The proposed sidewalk adjacent to the internal connector road shall be eight (8) feet in width; all other sidewalks internal to the development shall have a minimum width of six (6) feet.

b. Traffic improvements to S.E. Willoughby Boulevard will include a northbound left turn lane into the project and a southbound right turn lane into the project.

c. The Developer shall construct a two-lane local privately maintained roadway to connect S. Kanner Highway to S.E. Willoughby Boulevard. Notwithstanding anything to the contrary herein, including the Development Timetable, the completion of the connection road from S. Kanner Highway to S.E. Willoughby Boulevard shall constitute vesting of the Kanner CPUD project for development purposes.

d. All improvements identified in paragraphs 22a, 22b, and 22c which meet the 'rational nexus' criteria as outlined in Florida State Statute, that requires an impact fee to have a reasonable connection (or rational nexus) between the proposed new development and the need and the impact of additional capital facilities, and the expenditure of funds and the benefits accruing to the proposed new development, shall be eligible for impact fee credits from the City of Stuart and from Martin County, subject to agreement.

e. The City of Stuart and its police department shall have the authority to enforce, any and all traffic laws and investigate traffic accidents throughout the entire project.

f. Enhanced crosswalks designs requested by the Martin County School District, but subject to the approval of the Florida Department of Transportation and Martin County, shall be provided to the City prior to the submittal of the construction site permit.

23. a. A detailed stormwater analysis for the existing conditions and proposed developed conditions will be generated for comparison. Runoff will be collected by a series of inlets and pipes and directed to the master stormwater management system for treatment and

attenuation. The existing FDOT stormwater detention lake will be redesigned and expanded so that the system can handle the FDOT improvements as well as runoff from the proposed development. The proposed system will discharge via existing connections to the S. Kanner Highway storm system. Conveyances shall be installed to ensure off-site flows that currently drain through the property will be maintained in the post-development condition. The Developer shall take precautions necessary to ensure that groundwater elevations at the Lychee Tree Nursery irrigation ponds are not adversely affected at any time during or after construction of the stormwater management system.

b. Any existing or offsite lakes, ponds or ditches that will be impacted by the construction of the S. Kanner CPUD will be analyzed. The necessary improvements shall be implemented to maintain existing drainage patterns and levels of flood protection. The Developer shall provide drainage bypass of sufficient capacity to ensure existing drainage patterns and conveyance of off-site flows onto the Property are maintained. Final design of the bypass system shall be provided and reviewed prior to Construction Site Plan approval.

24. The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas/wetlands, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". Littoral planting shall be provided at the perimeter of all lakes including the expanded D.O.T. pond.

25. One or more sanitary pump stations shall be provided by the developer to service the Kanner CPUD and subject to review and approval by the City's Public Works Department.

26. In the event it is determined that any representative of a plant or animal species that is Federally or State designated as Endangered, Threatened, or Species of a Special Concern

is resident on or otherwise is significantly dependent upon the property, the Developer shall cease all activities which might negatively affect that individual or population and immediately notify the City of Stuart, the Florida Fish and Wildlife Commission and the U.S. Fish and Wildlife Service. Proper protection to the satisfaction of all agencies shall be provided by the Developer. Construction shall cease until all agencies are satisfied as to the protection of protected species. The developer's Environmental Professional shall conduct a survey for existing Gopher Tortoise burrows and relocate as necessary.

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

Landscaping

28. The common areas including the project's entry and driveway connection shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition as depicted on landscape plans and prior to Certificate of Occupancy.

29. A landscape strip 25' wide (minimum) shall be maintained along all north, south and east CPUD parcel boundaries as depicted on Site and Landscape Plans.

30. Landscaping of the project shall include low volume drip irrigation, drought tolerant vegetation and fifty percent (50%) or more of native plant materials.

31. "Hat racking" of trees is prohibited on the Property.

32. The Landscape Architect and the Environmental Professional shall attest in writing at the time of installation and prior to certificate of occupancy that the landscape and native landscape area plantings have been installed in compliance with the approved plans, specifications and reports. At one (1) year after certificate of occupancy both professionals will provide a written confirmation that all installed trees, palms and other

plants are in good condition and require no replacement. If any material has not survived it will be noted and replaced and a new letter provided.

Required Open Space and Native Vegetation Area

33. Open Space. Not less than 25% of the Kanner CPUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, parking area interior landscaping shall not count towards the open space requirement.

34. Excluding wetlands defined by the South Florida Water Management District, not less than 25% of the total development site shall be native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property. The location of the native vegetation shall comply with the project's landscape plans by Lucido and Associate described in **Exhibit "C"**, attached hereto.

Tree Mitigation & Wetland Mitigation

35. The developer proposes to meet the tree mitigation by planting on-site, providing innovative stormwater treatment design, and incorporating low impact development (LID) practices and otherwise comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

36. The CPUD property contains low quality wetlands that may be mitigated as permitted within the City of Stuart Land Development Regulations specifically in Sec. 5.03.03 of the City's land development code.

Signage

37. All signs throughout the CPUD 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 signs shall adhere to the design standards in the City's land development code, with exception to signage associated with the retail, bulk merchandise and automobile repair services building and fueling facility.

38. Timetable for development shall be as follows: (cont. next page)

Development Timetable - See Phasing Plan Exhibit by EDC

Phase 1A – 29.73 Acres:
Retail Bulk Merchandise (Site & Building), Fueling Facility (Site & Building)
Site Lighting
Interior Landscaping
Connector Road
Traffic Signal
Land Clearing
Master Drainage
Master Utilities
Mass Grading for entire CPUD
Install of Perimeter Buffer Landscape

Site and building permit application deemed sufficient for permit review of Phase 1A under city codes and standards.	**December 31, 2022**
Final Certificate of Occupancy for Phase 1A site and building improvements.	**December 31, 2024**
Permit Approval of Phase 1A Connector Road and Traffic Signal	**December 31, 2022**
Final Inspection of Phase 1A Connector Road and Traffic Signal	**December 31, 2024**

Phase 1B – 14.51 Acres:
Multi-Family (Site & Building)
Site Lighting
Interior Landscaping

Site and building permit application for Phase 1B deemed sufficient for permit review under city codes and standards.	**December 31, 2023**
Final Certificate of Occupancy for Phase 1B site and building improvements.	**December 31, 2026**

Phase 1C – 4.74 Acres:
Retail / Restaurant Outparcel (Site & Building)
Site Lighting
Interior Landscaping

Site and building permit application for Phase 1C deemed sufficient for permit review under city codes and standards.	**December 31, 2025**
Final Certificate of Occupancy for Phase 1C site and building improvements.	**December 31, 2028**

Notes:

1. The dates set forth above may be extended administratively by the Development Director, in incremental periods not to exceed six (6) months, for any delays caused by outside governmental agencies in issuing permits which have been applied for by the Developer.

2. The dates set forth above may be extended pursuant to Section 252.363, Florida Statutes for any declaration of a state of emergency issued by the Governor of the State of Florida.

Allowable Uses

39. The following uses shall be permitted:

a. Retail, bulk merchandise, and automotive repair services with fueling facility
b. Retail, intensive sales and Restaurant
c. Restaurant with drive-thru (Requires Minor Amendment to CPUD)
d. Multi-Family Residential
e. Office, medical (Requires Minor Amendment to CPUD)
f. Office, business or professional (Requires Minor Amendment to CPUD)
g. Childcare center (Requires Minor Amendment to CPUD)
h. Banks/financial institution (Requires Minor Amendment to CPUD)
i. Warehouse, wholesale and retail distribution, including last mile delivery (Requires Minor Amendment to CPUD)

O'ROURKE
ENGINEERING & PLANNING

SIGNAL WARRANT ANALYSIS

FOR

KANNER CPUD
Kanner Highway and Proposed Signalized Driveway

Prepared for:

Mr. Joe Marino
M & M Retail Partners, LLC.
Lodi, NJ 07644
973-779-7466

Prepared by:
O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
(772) 781-7918

June 26, 2029
Revised February 18, 2021
Revised March 16, 2021
Revised April 22, 2021

MR18031.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 4/22/2021 License #: 42684

Introduction

O'Rourke Engineering & Planning prepared the signal warrant analysis of the proposed full access driveway (Driveway 1) to be referred to as Costco Boulevard, located approximately 2,400 feet north of Indian Street on Kanner Highway. **Figure 1** shows the general project location and the relative location of the proposed full access driveway which is the subject of this analysis.

Attachment A includes the project site plan.

This signal warrant analysis uses existing hourly count data on Kanner Highway and estimated hourly volumes on the minor approach, Costco Boulevard. Each component of the analysis is discussed below.

Trip Generation

Three major developments will have access to Costco Boulevard; the subject property, M&M Retail, Certus ALF and out parcel, and Cleveland Clinic Medical Office. M&M Retail will consist of 157,531 square feet of Discount Warehouse, 16,750 square feet of Shopping Center, 2,500 square feet of fast-food w/ drive-thru, 16,240 square feet of restaurant and 398 apartment units.

The minor street traffic was estimated from the future developments: M&M Retail and Cleveland Clinic Medical Office. The traffic from the Certus ALF and outparcel were not included in the analysis, as the construction of this development could occur after the development of M&M Retail. The volumes were then used to evaluate the signal warrants. Each step is discussed below.

Table 1 includes the daily trip generation for each development referenced above.

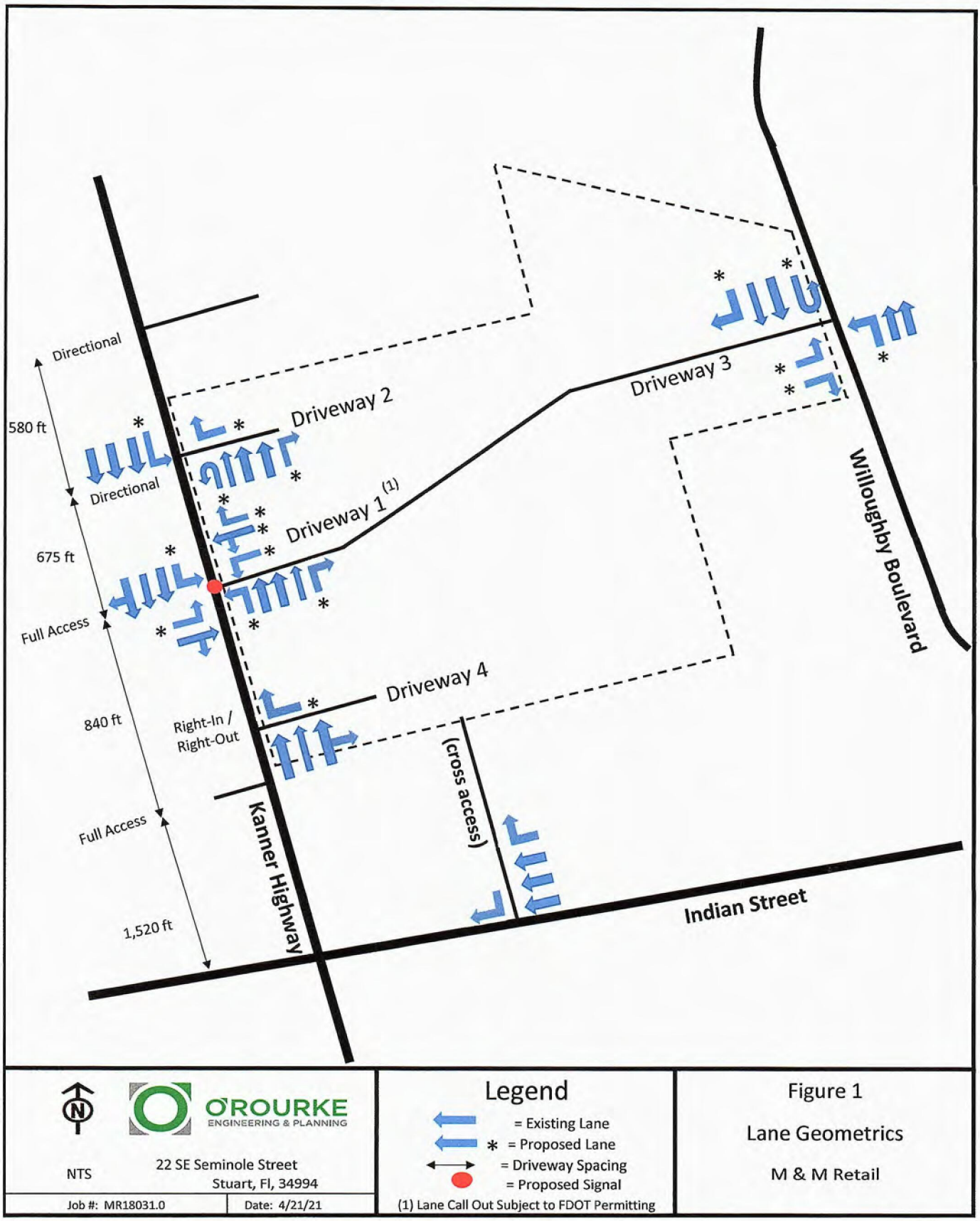
Major Street Traffic

Hourly directional traffic volumes were obtained from the FDOT website for the "Major Street": SR-76 (Kanner Highway). **Table 2** summarizes the existing hourly traffic volumes (2019) on Kanner Highway directly from the FDOT Peak Season 2019 count. The Kanner Highway volumes were compared to the Major Street thresholds. The existing major street volumes far exceed the maximum volume for several hours of the day. Given that the major street traffic is already so high before growth and before other project traffic was added, the existing traffic was used for the major street traffic.

Minor Street Traffic

The estimated movements from Costco Boulevard (minor approach) were developed based on the project traffic assigned to Costco Boulevard. **Attachment B** includes the percent assignment for each development included in the signal warrant.

The development traffic assigned to Costco Boulevard was distributed over the hours in the day based on ITE hourly distribution percentages. The percentages reflect the project traffic during that hour as it relates to daily traffic. The daily trips calculated above were applied to the hourly distribution. **Table 3** summarizes the hourly minor approach volumes. These distribution values are also included in Attachment B.



O'ROURKE ENGINEERING & PLANNING

NTS

22 SE Seminole Street
Stuart, Fl, 34994

Job #: MR18031.0 | Date: 4/21/21

Legend

= Existing Lane
* = Proposed Lane
= Driveway Spacing
= Proposed Signal

(1) Lane Call Out Subject to FDOT Permitting

Figure 1

Lane Geometrics

M & M Retail

Table 1: Daily Trip Generation

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total
Medical Office (Cleveland Clinic)	**720**	**155,080**	**Sft**	**T = 38.42(X) - 87.62**	**50%**	**50%**	**2,936**	**2,935**	**5,871**	**0**	**0**	**0**	**0.0%**	**2,936**	**2,935**	**5,871**
M&M Retail - Residential Land Use	**221**	**398**	**DU**	**T = 5.45(X) - 1.75**	**50%**	**50%**	**1,084**	**1,083**	**2,167**	**76**	**228**	**304**	**14.0%**	**1,008**	**855**	**1,863**
M&M Retail - Total Retail Land Use		**193,021**	**Sft**		**50%**	**50%**	**5,685**	**5,683**	**11,368**	**982**	**830**	**1,812**	**15.9%**	**4,703**	**4,853**	**9,556**
- Shopping Center	820	16,750	Sft	Ln(T) = 0.68Ln(X) + 5.57	50%	50%	892	892	1,784	47	121	168	9.4%	845	771	1,616
- Discount Club	850	157,531	Sft	T = 41.80(X)	50%	50%	3,293	3,292	6,585	174	445	619	9.4%	3,119	2,847	5,966
-Fast Food (w/ Drive Thru)	857	2,500	Sft	T = 470.95(X)	50%	50%	589	588	1,177	299	104	403	34.2%	290	484	774
- High-Turnover (Sit-Down) Restaurant	934	16,240	Sft	T = 112.18(X)	50%	50%	911	911	1,822	462	160	622	34.1%	449	751	1,200
TOTALS							**9,705**	**9,701**	**19,406**	**1,058**	**1,058**	**2,116**		**8,647**	**8,643**	**17,290**

Source: ITE 10th Edition Trip Generation Rates

COUNTY: 89
STATION: 0114
DESCRIPTION: SR 76/COLORADO AVE - SW OF MONTEREY RD(COUNTY LINK
START DATE: 03/20/2019
START TIME: 0000

TIME	DIRECTION: N 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: S 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	36	36	28	16	116	19	12	20	19	70	186
0100	28	20	19	20	87	7	11	7	11	36	123
0200	14	11	4	7	36	19	16	4	11	50	86
0300	6	10	17	16	49	14	19	19	31	83	132
0400	17	20	25	25	87	30	37	43	50	160	247
0500	23	38	37	74	172	74	98	85	139	396	568
0600	72	95	148	134	449	150	172	175	206	703	1152
0700	163	230	254	298	945	277	296	253	269	1095	2040
0800	284	329	256	218	1087	265	186	240	198	889	1976
0900	230	218	224	229	901	172	188	184	212	756	1657
1000	245	224	214	224	907	215	197	224	191	827	1734
1100	241	234	229	284	988	210	203	229	218	860	1848
1200	245	270	259	275	1049	212	203	194	188	797	1846
1300	209	202	238	217	866	203	234	198	179	814	1680
1400	256	287	228	241	1012	187	248	218	202	855	1867
1500	270	250	254	276	1050	208	239	206	222	875	1925
1600	317	281	287	240	1125	226	203	212	244	885	2010
1700	275	260	271	292	1098	251	215	222	215	903	2001
1800	260	234	208	184	886	168	157	160	145	630	1516
1900	198	175	160	124	657	176	142	120	125	563	1220
2000	156	134	110	88	488	106	115	131	94	446	934
2100	79	85	82	70	316	108	101	85	77	371	687
2200	72	68	54	54	248	62	52	41	46	201	449
2300	22	52	59	52	185	32	37	23	20	112	297
24-HOUR TOTALS:					14804					13377	28181

PEAK VOLUME INFORMATION

	DIRECTION: N HOUR	VOLUME	DIRECTION: S HOUR	VOLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	745	1167	700	1095	715	2149
P.M.	1545	1161	1645	932	1545	2024
DAILY	745	1167	700	1095	715	2149

GENERATED BY SPS 5.0.53P

05242021 ccm

Table 2: Major Street Traffic

Table 3: Minor Approach Volumes

Hourly	Hourly Distribution			External Volumes			Percent Assignment to Costco Blvd						
	M&M		Cleveland Clinic	M&M		Cleveland Clinic	M&M Lefts		M&M Rights		Cleveland Clinic Lefts	Cleveland Clinic Rights	Minor Approach Volume
	Retail	Residential	Medical Office	Retail	Residential	Medical Office	Retail	Residential	Retail	Residential			
							35%	20%	15.0%	15.0%	15%	0%	
6-7 AM	0.2%	4.0%	1.4%	10	34	41	4	7	2	5	6	0	21
7-8 AM	1.1%	7.5%	5.4%	53	64	158	19	13	8	10	24	0	65
8-9 AM	2.0%	6.2%	8.9%	97	53	261	34	11	15	8	39	0	96
9-10 AM	3.6%	4.3%	10.4%	175	37	305	61	7	26	6	46	0	130
10-11 AM	5.6%	3.7%	10.1%	272	32	296	95	6	41	5	44	0	168
11-12 PM	8.3%	4.5%	9.1%	403	38	267	141	8	60	6	40	0	222
12-1 PM	10.0%	4.7%	7.9%	485	40	232	170	8	73	6	35	0	253
1-2 PM	9.3%	4.4%	8.8%	451	38	258	158	8	68	6	39	0	242
2-3 PM	9.0%	5.4%	9.1%	437	46	267	153	9	66	7	40	0	239
3-4 PM	8.8%	5.8%	9.2%	427	50	270	149	10	64	8	41	0	236
4-5 PM	9.2%	8.3%	7.8%	446	71	229	156	14	67	11	34	0	243
5-6 PM	9.3%	10.1%	5.6%	451	86	164	158	17	68	13	25	0	241
6-7 PM	8.0%	7.9%	2.2%	388	68	65	136	14	58	10	10	0	194
7-8 PM	6.1%	6.3%	1.3%	296	54	38	104	11	44	8	6	0	147
8-9 PM	4.4%	5.1%	0.7%	214	44	21	75	9	32	7	3	0	107
9-10 PM	2.9%	3.9%	0.3%	141	33	9	49	7	21	5	1	0	70

Signal Warrants

Using the resultant volumes shown in Tables 2 and 3, the warrants with the exception of the pedestrian, accident, and school warrants were analyzed. The minor approach of the full access driveway is the westbound approach. The left-turn volumes and 50% of the right-turn volumes will be considered for triggering the need for the signal. There will be two left-turn lanes and one right-turn lane. The speed limit on Kanner Highway is 45 MPH. The thresholds will be based on two or more lanes for the major street and two or more lanes for the minor street.

Attachment C provides the Traffic signal warrant summary of the Costco Boulevard/Kanner Highway intersection at buildout of the development.

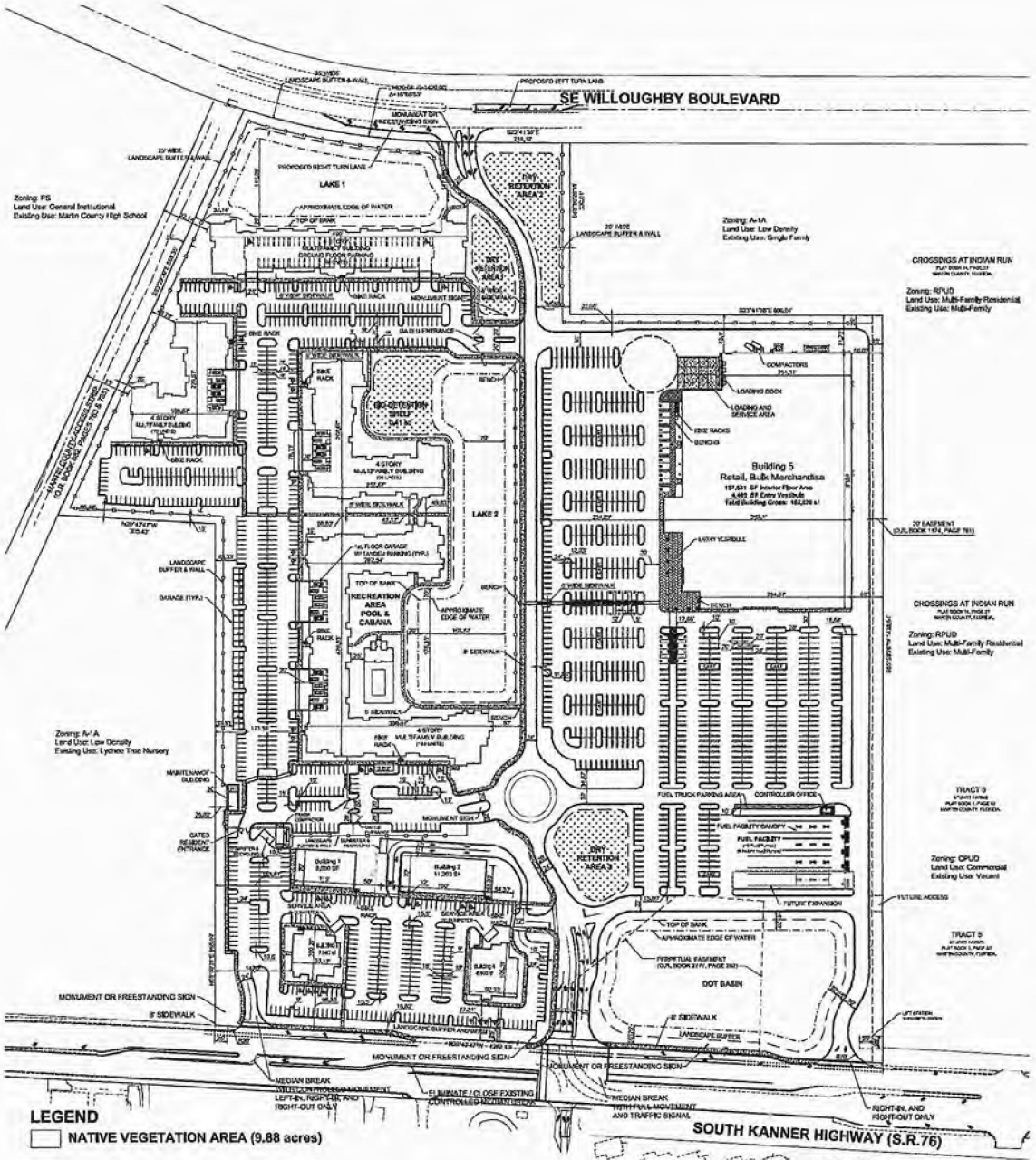
As shown, all warrants will be satisfied at 100% thresholds by completion of M&M Retail.

Conclusion

The M&M Retail development will be commencing construction once approvals are in hand first quarter 2021. The Kanner Highway and full access driveway intersection will be constructed as part of the Discount Club site plan construction. Due to the high volumes already on Kanner, the high speed of travel and the concentration of the development in the southbound left turn lane, a signal will meet monitored warrants within days of the intersection being operational. Therefore, we request that the signal be permitted for installation during the initial construction of the Kanner Highway and full access driveway intersection improvements.

ATTACHMENT A

Site Plan



Site Data

Total Site Area:	2,133,987 sf	(48.99 ac)	100%
Future Land Use Designation (Proposed):	Neighborhood Special District		
Proposed Zoning:			CPUD
Building Height (max):			45'
Total Building Area:	370,876 sf	(8.52 ac)	17.4%

Pervious / Impervious Calculations

Impervious Area:	1,525,706 sf	(35.03 ac)	71.5%
Buildings:	370,876 sf	(8.52 ac)	17.4%
Pavement & Curb:	878,518 sf	(20.17 ac)	41.2%
Sidewalks, Patios & Pool:	83,690 sf	(1.92 ac)	3.9%
Lakes:	113,807 sf	(2.61 ac)	5.3%
DOT Basin:	78,815 sf	(1.81 ac)	3.7%
Pervious Area:	608,281 sf	(13.96 ac)	28.5%
Landscape:	535,568 sf	(12.29 ac)	25.1%
Dry Retention Areas:	54,855 sf	(1.26 ac)	2.6%
Bio Detention Area:	17,860 sf	(0.41 ac)	0.8%
Open Space			
Required: (25% of 48.99 ac)		(12.25 ac)	25.0%
Provided*:		(12.25 ac)	25.0%
*Includes Landscape, Dry Retention Areas & Bio Detention Area, Excludes Interior Landscape Areas.			
Interior Landscape Areas:		(1.70 ac)	3.5%

Parking Requirements

Parking Required (per Kanner CPUD):

Retail, bulk merchandise (1 space / 250 sf):	155,995 sf / 250 sf = 624 Spaces
Fuel Facility (1 space / 250 sf + 2 / bay + 1Vacuum):	20 Spaces
Retail (1 space / 250 sf):	19,250 sf / 250 sf = 77 Spaces
Restaurant 1 (1 space per Seats ÷ 1 per each employee): @ 270 seats ÷ 14 employees:	104 Spaces
Restaurant 2 (1 space per Seats ÷ 1 per each employee): @ 270 seats ÷ 14 employees:	104 Spaces
Multi-Family	722 Spaces
One Bedroom Units (140) @ 1.25 per unit:	225 Spaces
Two Bedroom Units (240) @ 2.0 per unit:	480 Spaces
Three Bedroom Units (100) @ 2.0 per unit:	20 Spaces
Total Parking Required:	**1,651 Spaces**

Parking Provided:

Retail, bulk merchandise (per Kanner CPUD):	720 Spaces
Standard:	699 Spaces
Handicap:	25 Spaces
Fuel Facility:	20 Spaces
Retail:	80 Spaces
Standard	76 Spaces
Handicap:	4 Spaces
Restaurant:	104 Spaces
Standard	100 Spaces
Handicap:	4 Spaces
Restaurant:	104 Spaces
Standard	100 Spaces
Handicap:	4 Spaces
Multi-Family (per Kanner CPUD 1.75 spaces / unit):	700 Spaces
Standard	683 Spaces
Handicap:	17 Spaces
Total Parking Provided:	**1,725 Spaces**

Bicycle Parking

Retail, Bulk Merchandise		Buildings 3 & 4	
Required:	20 Spaces	Required:	8 Spaces
Provided:	20 Spaces	Provided:	8 Spaces
Buildings 1 & 2		Multifamily	
Required:	8 Spaces	Required:	20 Spaces
Provided:	8 Spaces	Provided:	20 Spaces

Neighborhood Special District

Residential Density		
Maximum UPA (Non- CRA):		15.0
Provided UPA:	5.1 UPA (206 units / 48.99 ac)	
Site Area	48.99 ac	
Residential		
Provided Area:	14.70 ac	30.0%
Non-Residential		
Provided Area:	34.29 ac	70.0%
Commercial Areas:	22.91 ac	46.8%
Stormwater Tracts:	8.89 ac	18.1%
Right of Way:	2.52 ac	5.1%
Non-Residential Floor Area Ratio		
Maximum Allowable Area:	4,267,974 sf	2.0 FAR
Provided Area:	193,146 sf	0.09 FAR

Land Use Site Data

Total Site Area:	48.99 ac	
Right of Way:	2.52 ac	5.1%
Residential:	14.70 ac	30.0%
Commercial:	22.91 ac	46.8%
Retail, Bulk Merchandise:	17.31 ac	
Kanner Highway Parcel:	5.60 ac	
Stormwater Tracts:	8.89 ac	18.1%
Lake 1:	1.80 ac	
Lake 2:	2.09 ac	
Dry Retention Area 1:	0.33 ac	
Dry Retention Area 2:	0.78 ac	
Dry Retention Area 3:	0.48 ac	
DOT Basin:	2.59 ac	

Building Data

Building Coverage:	370,876 sf
Retail, Bulk Merchandise:	157,531 sf
Fuel Facility Office:	125 sf
Retail:	19,250 sf
Restaurant:	16,240 sf
Multi-Family (Units, Garages, Cabana & Maintenance)	177,730 sf

Density & Floor Area Ratio

Residential	
Residential Units:	206
Density Overall Site:	5.1 UPA (206 units / 48.99 ac)
Commercial	
Project Site Area:	2,133,987 sf
Total Commercial Building Area:	193,146 sf
Floor Area Ratio:	0.09 FAR

Native Vegetation Requirement

Total Site Area:	**48.99 acres**
Wetlands:	6.50 acres
Surface Waters:	4.10 acres
Upland Area:	38.39 acres

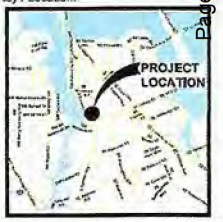
Required Native Landscape Area (25.0%): 9.60 acres
Provided Native Landscape Area (25.7%): 9.88 acres

General Notes:

- All building, parking and access areas shall document compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Stuart Development Dept. Perform a field inspection to determine if barricades have been properly installed on the site.
- All signs will comply with the sign regulations at the time of permitting.
- "No Trespass" signs to be posted during construction and displayed at all entrances and exits.
- All building numbers to be no less than four (4) inches tall, illuminated, and not blocked by landscaping.
- Building numbers shall be placed at front and rear entrances.
- Sediment control measures shall be maintained in working order at all times.
- Provisions shall be made to minimize the deposit of sediment by transport vehicles onto public paved surfaces.
- Sediment basin and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land activity and shall be made functional before land disturbance takes place.
- All public sidewalks are to be a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any sidewalk damaged during construction shall be repaired or replaced.
- A/C Units, trash receptacles, back flow preventer, and other above ground utilities shall be screened with landscape per City of Stuart LDR.
- Knox Box key vaults shall be provided as required.
- No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during the course construction activities.
- Detectable warning surfaces shall be provided at all sidewalk ramps and crosswalks.
- Buildings 1, 2, 3, 4 & 5 may include any use allowed in the CPUD Agreement and any additional additional parking required shall be debited against the excess parking provided.

lucido & associates

Key / Location:



Project Team:

Applicant:
MAM Realty Partners
1249 Bolton Rd
Hackensack, NJ 07754
732-209-3778

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Exton, PA 19341
610-344-0140

Engineer:
EDC Engineering
Rod Kennedy
10250 SW Village Pkwy, Suite 201
Port St Lucie, Florida, 34987

Surveyor
EDC Engineering
Rod Kennedy
10250 SW Village Pkwy, Suite 201
Port St Lucie, Florida 34987

Landscape Architect and Planner:
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101 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Environmental
ERI Consultants
Ed Wedding
1600 SE Monterey Commons Blvd #205
Stuart, Florida 34996

Date	By	Description
8.21.2020	SLS	Initial Submittal
12.18.2020	SLS	1st Resubmittal
03.16.2021	SLS	2nd Resubmittal
04.15.2021	SLS	3rd Resubmittal

NORTH

SCALE: 1" = 100'

0 50 100' 200'

REG. # 1018
Thomas P. Lucido

Designer	—
Manager	—
Project Number	—
Municipal Number	—
Computer File	19-035 - Costco Master Site Plan.dwg

Sheet
1 of 1

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KANNER CPUD

City of Stuart, Martin County, Florida

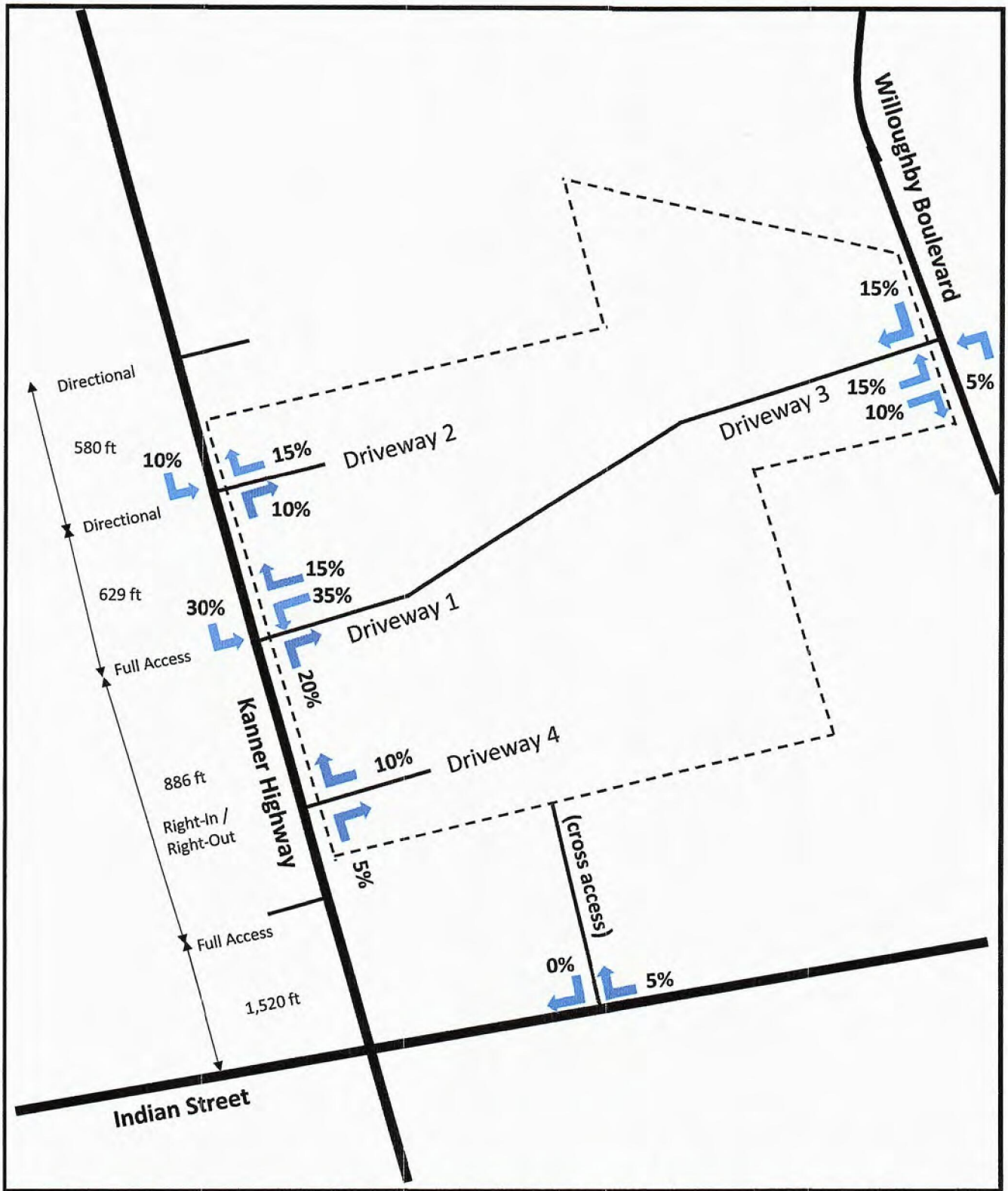
Master Site Plan

A-1

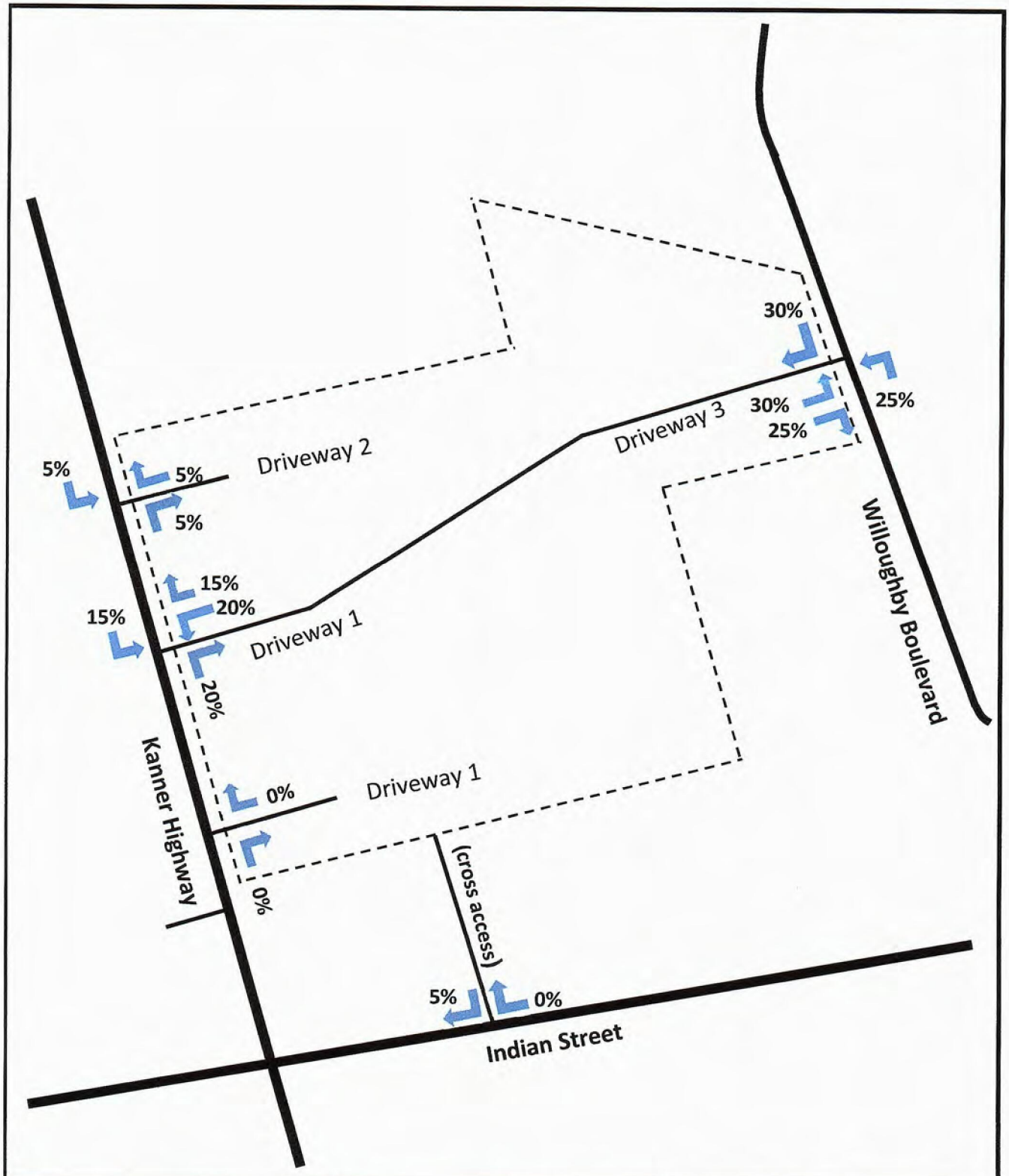
05.21.2021 CCM

ATTACHMENT B

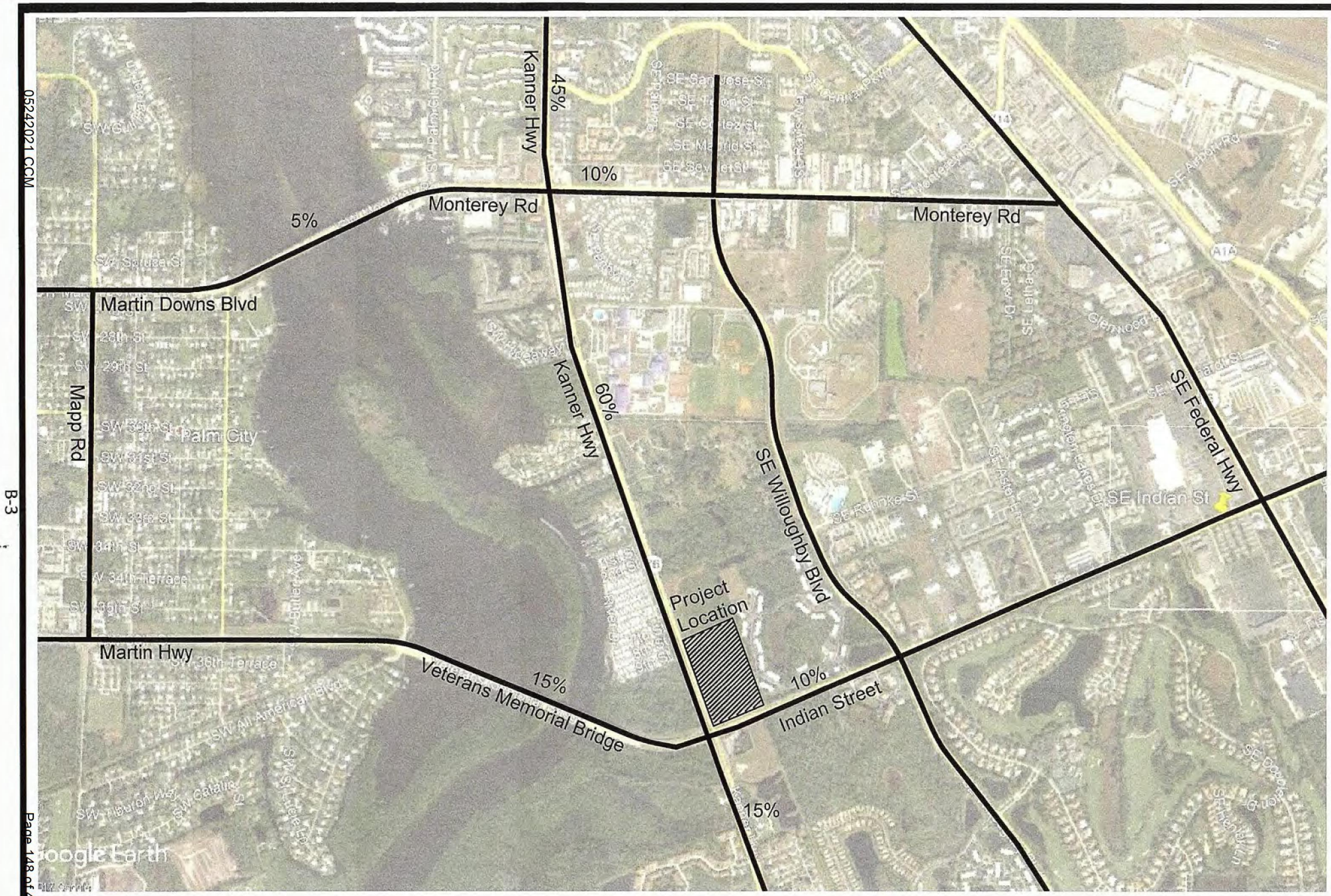
Percent Assignment
and
Distribution Percentage



N O'ROURKE ENGINEERING & PLANNING NTS 22 SE Seminole St Stuart, Fl, 34994 Job #: MR18031.0 | Date: 4.22.21	Legend = Project Location = Direction 15% = Percent Project Traffic xx ft. = Driveway Spacing	Figure 2a Driveway Assignment - Retail M & M Retail



NTS 22 SE Seminole St Stuart, Fl, 34994 Job #: MR18031.0 Date: 8/31/18	Legend = Project Location = Direction 15% = Percent Project Traffic xx ft. = Driveway Spacing	Figure 2b Driveway Assignment - Residential M & M Retail



N NTS O'ROURKE ENGINEERING & PLANNING JOB#: MR17034.0 FILE: C4.SB10_Figure 2_12.08.17 DATE: December 8, 2017	LEGEND % = Project Percent Assignment	FIGURE - 2 Project Percent Assignment MMHS - SB 10

Land Use	221 Multifamily Housing (Mid-Rise)						222 Multifamily Housing (High-Rise)											
Setting	General Urban/ Suburban		Dense Multi-Use Urban		Center City Core		Dense Multi-Use Urban						Center City Core					
Time Period	Weekday		Weekday		Weekday		Weekday		Saturday		Sunday		Weekday		Saturday		Sunday	
Trip Type	Vehicle		Vehicle		Vehicle		Person		Person		Person		Person		Person		Person	
# Data Sites	8		4		3		8		8		8		6		6		5	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
12:00	0.5	4.7	0.5	5.0	1.3	3.5	1.6	4.2	3.1	6.2	2.4	6.4	0.8	6.1	1.9	7.6	2.4	6.8
12:15	0.4	4.6	0.7	5.0	1.3	4.4	1.3	4.4	2.8	6.0	2.1	6.1	0.8	5.8	1.8	7.5	2.0	6.6
12:30	0.3	4.3	0.5	5.3	0.7	4.6	1.1	4.3	2.5	5.9	1.9	6.0	0.7	5.9	1.3	7.2	1.8	6.6
12:45	0.3	4.5	0.7	4.8	0.4	4.4	0.8	4.5	2.2	5.9	1.6	5.9	0.4	5.4	1.1	7.4	1.6	6.8
1:00	0.3	4.4	0.7	4.5	0.2	5.3	0.7	4.7	1.8	5.8	1.4	6.1	0.3	5.3	1.0	6.6	1.5	6.6
1:15	0.3	4.5	0.5	4.4	0.2	4.6	0.5	4.5	1.4	6.1	1.4	6.3	0.2	5.3	0.9	6.3	1.3	7.1
1:30	0.3	5.0	0.7	3.8	0.7	4.6	0.4	4.9	1.2	6.1	1.3	6.8	0.2	5.3	0.8	6.2	1.0	7.0
1:45	0.3	5.2	0.5	4.7	0.7	4.2	0.4	5.2	1.0	6.3	1.2	7.2	0.2	5.3	0.7	6.2	0.9	6.9
2:00	0.2	5.4	0.6	4.6	0.9	4.4	0.3	5.4	0.9	6.3	1.2	7.0	0.2	4.7	0.9	6.2	0.8	6.8
2:15	0.2	5.4	0.7	4.4	0.9	4.9	0.4	5.7	0.9	6.0	0.9	6.9	0.1	4.7	0.9	6.1	0.6	6.7
2:30	0.2	5.3	0.7	5.2	0.7	4.6	0.4	5.9	0.7	6.3	0.7	6.4	0.2	5.2	0.8	6.1	0.7	6.7
2:45	0.3	5.2	0.6	5.2	0.4	5.3	0.4	5.8	0.8	6.5	0.8	6.3	0.3	5.5	0.8	6.1	0.5	6.7
3:00	0.3	5.8	0.5	5.3	0.2	5.1	0.3	5.6	0.7	6.6	0.6	6.4	0.3	6.1	0.6	6.5	0.4	6.6
3:15	0.4	6.5	0.2	5.8	0.2	4.6	0.3	6.1	0.7	6.5	0.6	6.4	0.3	6.3	0.4	6.8	0.5	6.4
3:30	0.4	7.1	0.2	6.0	0.2	5.7	0.3	5.9	0.7	6.4	0.6	6.6	0.4	6.1	0.4	6.8	0.4	6.4
3:45	0.5	7.9	0.3	7.2	1.1	4.9	0.4	6.0	0.7	6.4	0.5	6.4	0.3	6.0	0.4	6.8	0.4	6.0
4:00	0.5	8.3	0.3	7.4	1.1	5.3	0.6	6.5	0.7	6.5	0.6	7.0	0.4	5.8	0.5	7.0	0.4	6.0
4:15	0.8	9.4	0.5	8.2	1.3	6.8	0.7	6.1	0.6	7.0	0.5	7.4	0.5	5.7	0.4	6.7	0.3	6.1
4:30	1.1	9.8	1.1	8.0	1.5	6.6	0.9	6.6	0.6	7.4	0.5	7.8	0.6	6.0	0.4	7.0	0.3	6.5
4:45	1.5	10.1	1.4	7.0	1.3	7.3	1.0	7.0	0.5	7.3	0.5	8.1	0.8	6.4	0.4	6.6	0.2	7.0
5:00	1.7	10.1	1.9	6.5	1.8	7.9	1.2	7.0	0.6	7.6	0.6	7.7	0.9	6.6	0.4	6.9	0.3	7.3
5:15	1.8	9.5	2.2	6.3	2.0	6.0	1.4	7.5	0.6	7.3	0.7	7.6	1.0	7.2	0.5	7.1	0.3	7.3
5:30	2.3	9.0	2.8	6.5	2.2	6.2	1.7	8.1	0.7	7.1	0.8	7.3	1.2	7.2	0.6	6.5	0.4	6.5
5:45	3.0	8.5	3.4	6.3	2.6	7.5	2.0	7.9	0.8	7.1	0.9	6.8	1.5	7.5	0.6	6.5	0.6	7.2
6:00	4.0	7.9	4.1	7.7	4.9	6.4	2.6	7.9	1.0	6.8	1.0	7.0	2.0	7.9	0.7	6.1	0.7	7.3
6:15	5.1	7.2	5.2	7.1	6.8	7.1	3.5	7.7	1.2	6.6	1.0	6.5	2.7	7.8	1.1	6.1	1.0	7.1
6:30	6.0	6.7	6.0	7.0	7.7	7.1	4.2	7.2	1.5	6.5	1.0	7.0	3.4	7.7	1.3	6.6	1.2	7.6
6:45	6.8	6.3	9.2	6.5	9.3	5.5	5.5	6.9	1.8	6.3	1.2	7.3	4.2	7.8	1.6	6.8	1.4	6.9
7:00	7.5	6.3	10.9	5.5	8.6	6.2	6.8	6.7	2.1	6.0	1.3	7.0	4.7	7.6	2.1	6.6	1.7	6.6
7:15	7.5	6.1	12.0	5.3	7.5	6.4	7.8	6.5	2.5	5.8	1.6	6.8	5.8	7.1	2.1	6.6	2.1	6.6
7:30	7.5	6.1	11.8	5.0	7.9	5.7	8.8	6.2	2.7	5.6	2.0	6.2	7.1	6.7	2.7	6.1	2.4	6.4
7:45	6.9	5.9	9.0	5.1	7.7	5.3	8.5	6.0	3.1	5.5	2.4	5.7	7.8	5.9	3.1	5.6	2.8	6.2
8:00	6.2	5.1	7.2	4.7	7.5	4.6	8.0	5.7	3.6	5.5	2.8	5.6	8.1	5.9	3.3	5.4	3.2	6.0
8:15	5.7	4.7	5.8	4.2	7.1	4.9	6.8	5.5	4.1	5.5	3.3	5.5	7.8	5.5	3.9	4.7	3.7	5.6
8:30	4.9	4.4	4.7	4.3	6.4	4.9	6.1	5.1	4.5	5.3	3.7	5.0	7.2	5.3	4.1	4.4	4.1	5.1
8:45	4.6	4.1	4.8	4.0	5.7	5.7	5.8	4.7	4.9	5.1	3.7	4.8	7.0	5.3	5.1	4.4	4.7	5.0
9:00	4.3	3.9	4.0	3.8	5.3	5.1	5.1	4.4	5.0	4.9	4.1	4.5	6.7	4.7	5.6	4.1	5.0	4.7
9:15	4.1	3.6	3.9	4.1	4.9	4.4	5.1	3.8	4.7	4.8	4.5	4.8	6.1	4.5	5.9	4.4	5.2	4.4
9:30	4.0	3.3	3.7	3.7	5.1	5.3	4.7	3.5	4.6	4.5	4.8	4.9	5.4	4.4	6.3	4.3	5.3	4.1
9:45	3.8	2.8	3.6	3.7	4.2	4.9	4.3	3.4	4.6	4.3	5.3	5.3	4.9	3.8	6.1	4.1	5.7	3.5
10:00	3.7	2.7	4.1	3.6	3.5	5.1	4.3	3.1	4.8	4.2	5.6	5.1	4.6	3.5	6.4	4.1	6.2	3.3
10:15	3.8	2.5	4.3	3.4	3.3	4.6	4.4	3.4	5.2	4.1	5.6	4.6	4.2	3.3	6.4	3.4	6.8	3.1
10:30	4.0	2.2	4.2	3.0	2.4	3.3	4.3	3.1	5.8	4.0	5.5	4.1	4.4	2.7	6.3	3.4	7.5	2.5
10:45	4.3	1.9	3.8	2.5	2.9	2.4	4.2	2.9	5.7	3.9	5.6	3.4	4.6	2.4	6.6	3.3	7.5	2.3
11:00	4.5	1.5	4.4	2.3	3.3	2.4	4.5	2.8	5.6	3.6	5.8	3.0	4.9	2.1	6.6	2.9	7.5	2.0
11:15	4.7	1.2	4.3	1.6	4.0	1.8	4.4	2.3	6.0	3.5	6.2	2.8	5.5	1.6	7.2	2.6	7.1	2.2
11:30	4.9	0.9	4.6	1.2	4.0	1.8	4.4	2.1	5.8	3.4	6.3	2.5	5.4	1.2	7.7	2.5	6.9	2.5
11:45	4.6	0.6	4.8	0.9	4.4	1.8	4.3	1.9	6.0	3.2	6.5	2.5	5.8	1.1	7.3	2.2	6.9	2.5

Percent of Daily Traffic During the 60-Minute Period Beginning at Displayed Time

Land Use	820 Shopping Center		840 Automobile Sales (New)		841 Automobile Sales (Used)		842 Recreational Vehicle Sales		843 Automobile Parts Sales		848 Tire Store	
Setting	General Urban/ Suburban		General Urban/ Suburban		General Urban/ Suburban		General Urban/ Suburban		General Urban/ Suburban		General Urban/ Suburban	
Time Period	Weekday		Weekday		Weekday		Weekday		Weekday		Weekday	
Trip Type	Vehicle		Vehicle		Vehicle		Vehicle		Vehicle		Vehicle	
# Data Sites	10		6		14		5		7		6	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
12:00	0.2	10.0	0.0	9.4	0.0	9.1	0.0	10.9	0.0	8.6	0.0	7.4
12:15	0.1	10.1	0.0	8.7	0.0	9.9	0.0	10.5	0.0	8.9	0.0	8.7
12:30	0.2	9.8	0.0	9.0	0.0	9.9	0.0	10.7	0.0	9.2	0.0	9.4
12:45	0.1	9.6	0.0	8.9	0.0	9.4	0.0	8.7	0.0	9.8	0.0	11.3
1:00	0.1	9.3	0.0	9.5	0.0	8.3	0.0	8.3	0.0	8.6	0.0	11.8
1:15	0.1	9.2	0.0	9.8	0.0	7.5	0.0	8.5	0.0	7.8	0.0	11.9
1:30	0.0	9.2	0.0	10.2	0.0	7.1	0.0	7.7	0.0	7.4	0.0	12.9
1:45	0.0	9.2	0.0	10.2	0.0	6.3	0.0	8.2	0.0	6.7	0.0	11.0
2:00	0.0	9.0	0.0	10.0	0.0	7.7	0.0	8.2	0.0	7.0	0.0	10.4
2:15	0.0	8.8	0.0	9.8	0.0	8.5	0.0	9.0	0.0	7.8	0.0	9.1
2:30	0.0	8.8	0.0	9.1	0.0	8.5	0.0	8.0	0.0	8.4	0.0	8.3
2:45	0.0	8.8	0.0	8.9	0.0	8.6	0.0	7.8	0.0	9.0	0.0	9.3
3:00	0.0	8.8	0.0	8.3	0.0	8.4	0.0	7.8	0.0	8.7	0.0	10.1
3:15	0.0	8.9	0.0	8.1	0.0	8.9	0.0	7.0	0.0	8.7	0.0	10.0
3:30	0.0	9.0	0.0	8.1	0.0	9.8	0.0	9.2	0.0	8.4	0.0	9.4
3:45	0.0	9.0	0.0	7.7	0.0	10.9	0.0	9.0	0.0	8.2	0.0	9.5
4:00	0.0	9.2	0.0	7.4	0.0	11.0	0.0	10.0	0.0	8.8	0.0	9.4
4:15	0.0	9.2	0.0	7.5	0.0	11.1	0.0	9.3	0.0	8.5	0.0	9.1
4:30	0.1	9.3	0.0	8.0	0.0	11.4	0.0	8.0	0.0	8.2	0.2	8.4
4:45	0.1	9.4	0.0	8.1	0.0	10.8	0.0	8.8	0.0	7.6	0.2	8.3
5:00	0.1	9.3	0.0	8.2	0.0	10.2	0.0	6.7	0.0	7.5	0.4	6.9
5:15	0.1	9.1	0.0	8.1	0.0	9.6	0.0	5.8	0.0	7.3	0.5	6.1
5:30	0.2	8.7	0.1	6.8	0.0	7.7	0.0	4.3	0.0	7.0	0.5	5.4
5:45	0.2	8.3	0.2	5.9	0.0	6.3	0.0	2.0	0.1	6.7	0.5	3.8
6:00	0.2	8.0	0.7	5.0	0.0	4.5	0.0	1.3	0.3	6.6	0.4	3.0
6:15	0.4	7.6	1.7	4.1	0.0	3.2	0.3	0.8	0.8	5.5	0.7	2.3
6:30	0.6	7.1	2.9	3.6	0.2	2.4	0.3	0.7	1.0	5.3	1.0	1.9
6:45	0.8	6.7	4.3	3.0	0.7	1.8	2.3	0.5	1.5	5.5	1.8	1.4
7:00	1.1	6.1	5.7	2.9	1.9	1.9	5.5	0.2	2.1	5.0	2.9	1.2
7:15	1.4	5.8	6.6	1.7	3.7	1.7	6.5	0.0	2.5	5.4	3.4	0.7
7:30	1.6	5.5	7.8	1.2	4.3	1.6	8.5	0.0	4.3	5.5	4.9	0.3
7:45	1.8	4.9	8.2	0.7	4.9	1.6	7.0	0.0	4.8	5.2	6.6	0.5
8:00	2.0	4.4	8.3	0.0	5.0	1.1	6.3	0.0	5.5	4.3	7.2	0.5
8:15	2.3	4.2	8.4	0.0	7.2	0.4	9.3	0.0	6.6	3.5	7.7	0.3
8:30	2.6	3.8	7.9	0.0	7.7	0.2	9.5	0.0	6.7	2.7	7.8	0.3
8:45	3.1	3.4	8.2	0.0	9.0	0.0	12.5	0.0	7.6	1.9	8.3	0.0
9:00	3.6	2.9	7.5	0.0	11.0	0.0	14.0	0.0	8.2	1.7	9.4	0.0
9:15	4.1	2.3	7.8	0.0	9.7	0.0	12.2	0.0	8.1	1.3	10.9	0.0
9:30	4.7	1.7	7.6	0.0	10.4	0.0	12.7	0.0	7.8	0.8	11.3	0.0
9:45	5.1	1.4	7.8	0.0	11.0	0.0	12.4	0.0	8.0	0.5	10.9	0.0
10:00	5.6	1.1	8.2	0.0	10.2	0.0	12.4	0.0	8.4	0.1	10.7	0.0
10:15	6.3	0.8	8.4	0.0	9.7	0.0	12.5	0.0	8.0	0.0	9.9	0.0
10:30	6.9	0.7	8.7	0.0	10.4	0.0	11.2	0.0	8.5	0.0	9.2	0.0
10:45	7.6	0.5	8.5	0.0	9.7	0.0	11.7	0.0	8.5	0.0	8.9	0.0
11:00	8.3	0.5	8.8	0.0	9.8	0.0	8.3	0.0	8.6	0.0	8.3	0.0
11:15	8.9	0.4	9.4	0.0	9.0	0.0	8.0	0.0	9.3	0.0	8.5	0.0
11:30	9.5	0.3	9.1	0.0	8.5	0.0	9.2	0.0	8.8	0.0	8.6	0.0
11:45	9.8	0.3	9.4	0.0	9.0	0.0	9.0	0.0	8.4	0.0	7.7	0.0

Percent of Daily Traffic During the 60-Minute Period Beginning at Displayed Time

Land Use	720 Medical-Dental Office Building						730 Government Office Building		731 State Motor Vehicles Department	
Setting	General Urban/Suburban						General Urban/Suburban		General Urban/Suburban	
Time Period	Weekday		Saturday		Sunday		Weekday		Weekday	
Trip Type	Vehicle		Vehicle		Vehicle		Vehicle		Vehicle	
# Data Sites	19		1		1		7		1	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
12:00	0.1	7.9	0.0	17.9	0.0	20.0	0.0	9.8	0.0	8.9
12:15	0.1	7.9	0.0	21.6	0.0	20.0	0.0	9.3	0.0	12.1
12:30	0.1	8.0	0.0	18.7	0.0	10.0	0.0	9.5	0.0	13.1
12:45	0.1	8.4	0.0	14.9	0.0	0.0	0.0	9.3	0.0	11.9
1:00	0.1	8.8	0.0	10.4	0.0	0.0	0.0	8.8	0.0	10.8
1:15	0.1	8.9	0.0	0.0	0.0	0.0	0.0	9.2	0.4	8.5
1:30	0.0	9.3	0.0	0.0	0.0	0.0	0.0	8.8	0.4	7.5
1:45	0.1	9.2	0.0	0.0	0.0	0.0	0.0	9.5	0.4	8.3
2:00	0.1	9.1	0.0	0.0	0.0	20.0	0.0	9.8	0.4	8.7
2:15	0.1	9.3	0.0	0.0	0.0	20.0	0.0	8.5	0.0	8.3
2:30	0.1	9.2	0.0	0.0	0.0	20.0	0.0	9.3	0.0	7.9
2:45	0.0	9.3	0.0	0.0	0.0	20.0	0.0	8.8	0.0	7.9
3:00	0.1	9.2	0.0	0.0	0.0	0.0	0.0	8.2	0.0	7.9
3:15	0.2	8.7	0.0	0.0	0.0	0.0	0.0	8.8	0.4	6.0
3:30	0.4	8.6	0.0	0.0	0.0	0.0	0.0	7.3	0.4	5.0
3:45	0.5	8.1	0.0	0.0	0.0	0.0	0.0	6.3	0.8	9.4
4:00	0.6	7.8	0.0	0.0	0.0	0.0	0.0	6.3	1.2	8.7
4:15	0.6	8.3	0.0	0.0	0.0	0.0	0.0	8.9	0.8	10.2
4:30	0.5	7.4	0.0	0.0	0.0	0.0	0.0	8.2	0.8	10.0
4:45	0.4	6.7	0.0	0.0	0.0	0.0	0.0	6.9	0.4	5.6
5:00	0.4	5.6	0.0	0.0	0.0	0.0	0.0	5.5	0.0	5.2
5:15	0.5	4.2	0.0	0.0	0.0	0.0	0.0	1.1	0.0	4.6
5:30	0.7	3.5	0.0	0.0	20.0	0.0	0.0	0.4	0.0	5.8
5:45	0.9	2.7	0.0	0.0	20.0	0.0	0.0	0.3	0.0	5.8
6:00	1.4	2.2	3.7	0.0	30.0	0.0	0.2	0.0	0.8	8.9
6:15	2.0	1.7	4.5	0.0	30.0	0.0	1.3	0.0	1.2	7.5
6:30	2.8	1.5	4.5	0.0	10.0	0.0	1.8	0.0	1.2	6.2
6:45	4.0	1.4	4.5	0.0	10.0	0.0	3.3	0.0	2.7	5.6
7:00	5.4	1.3	3.0	0.0	0.0	0.0	7.1	0.0	5.2	2.5
7:15	6.7	1.1	5.2	0.0	0.0	0.0	9.3	0.0	8.1	3.3
7:30	7.6	1.1	6.7	0.0	0.0	0.0	12.0	0.0	10.0	3.7
7:45	8.2	1.0	8.2	0.0	0.0	0.0	13.8	0.0	9.8	2.9
8:00	8.9	0.7	9.0	0.0	0.0	0.0	12.4	0.0	8.7	2.5
8:15	9.3	0.6	9.7	0.0	0.0	0.0	11.8	0.0	7.3	1.7
8:30	9.7	0.5	11.2	0.0	0.0	0.0	10.7	0.0	7.3	0.4
8:45	10.3	0.4	11.9	0.0	0.0	0.0	9.5	0.0	8.9	0.0
9:00	10.4	0.3	11.2	0.0	10.0	0.0	8.5	0.0	7.5	0.0
9:15	10.7	0.2	12.7	0.0	10.0	0.0	8.5	0.0	7.1	0.0
9:30	10.7	0.2	17.9	0.0	20.0	0.0	8.1	0.0	6.7	0.0
9:45	10.5	0.2	21.6	0.0	30.0	0.0	8.8	0.0	5.0	0.0
10:00	10.1	0.2	25.4	0.0	20.0	0.0	10.1	0.0	5.4	0.0
10:15	9.9	0.1	23.9	0.0	20.0	0.0	10.2	0.0	5.2	0.0
10:30	9.7	0.1	21.6	0.0	10.0	0.0	12.5	0.0	4.8	0.0
10:45	9.5	0.2	20.1	0.0	0.0	0.0	12.9	0.0	6.2	0.0
11:00	9.1	0.1	19.4	0.0	0.0	0.0	13.4	0.0	6.4	0.0
11:15	8.8	0.2	22.4	0.0	0.0	0.0	13.2	0.0	7.3	0.0
11:30	8.3	0.1	19.4	0.0	10.0	0.0	11.4	0.0	8.7	0.0
11:45	8.0	0.0	18.7	0.0	20.0	0.0	10.6	0.0	8.3	0.0

Percent of Daily Traffic During the 60-Minute Period Beginning at Displayed Time

ATTACHMENT C

Traffic Signal Warrant Summary

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: **Stuart** | Engineer: **James Kemp**
County: **89 – Martin** | Date: **November 25, 2020**
District: **Four**

Major Street: **Kanner Highway** | Lanes: **6** | Major Approach Speed: **45**
Minor Street: **M&M Full Access Dwy (Costco Blvd)** | Lanes: **3** | Minor Approach Speed: **35**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☑ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied for eight hours. ☑ Yes ☐ No

Warrant 1 is also satisfied if both Condition A and Condition B are "80%" satisfied (should only be applied after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems). ☑ Yes ☐ No

Condition A - Minimum Vehicular Volume

Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

100% Satisfied: ☐ Yes ☑ No
80% Satisfied: ☑ Yes ☐ No
70% Satisfied: ☑ Yes ☐ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	500	400	350	150	120	105
2 or more	1	600	480	420	150	120	105
2 or more	2 or more	600	480	420	200	160	140
1	2 or more	500	400	350	200	160	140

[a] Basic Minimum hourly volume
[b] Used for combination of Conditions A and B after adequate trial of other remedial measures
[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Street	Eight Highest Hours							
	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
Major	1,848	1,846	1,680	1,867	1,925	2,010	2,001	1,516
Minor	222	253	242	239	236	243	241	194

Existing Volumes

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where Condition A is not satisfied and the traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Applicable:	☑ Yes	☐ No
100% Satisfied:	☑ Yes	☐ No
80% Satisfied:	☑ Yes	☐ No
70% Satisfied:	☑ Yes	☐ No

Number of Lanes for moving traffic on each approach		Vehicles per hour on major-street (total of both approaches)			Vehicles per hour on minor-street (one direction only)		
Major	Minor	100%[a]	80%[b]	70%[c]	100%[a]	80%[b]	70%[c]
1	1	750	600	525	75	60	53
2 or more	1	900	720	630	75	60	53
2 or more	2 or more	900	720	630	100	80	70
1	2 or more	750	600	525	100	80	70

[a] Basic Minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Record 8 highest hours and the corresponding major-street and minor-street volumes in the Instructions Sheet.

Eight Highest Hours								
Street	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
Major	1,848	1,846	1,680	1,867	1,925	2,010	2,001	1,516
Minor	222	253	242	239	236	243	241	194

Existing Volumes

Form 750-020-01
TRAFFIC ENGINEERING
10/15

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: Stuart
County: 89 – Martin
District: Four

Engineer: James Kemp
Date: November 25, 2020

Major Street: Kanner Highway — Lanes: 6 — Major Approach Speed: 45
Minor Street: M&M Full Access Dwy (Costco Blvd) — Lanes: 3 — Minor Approach Speed: 35

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ Yes ☐ No

WARRANT 2 - FOUR-HOUR VEHICULAR VOLUME

If all four points lie above the appropriate line, then the warrant is satisfied.

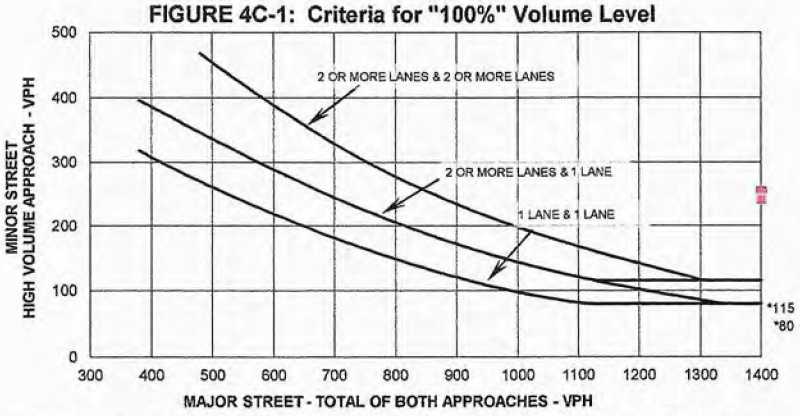
Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

100% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12:00 PM	1846	253
1:00 PM	1680	242
4:00 PM	2010	243
5:00 PM	2001	241

Plot four volume combinations on the applicable figure below.

FIGURE 4C-1: Criteria for "100%" Volume Level



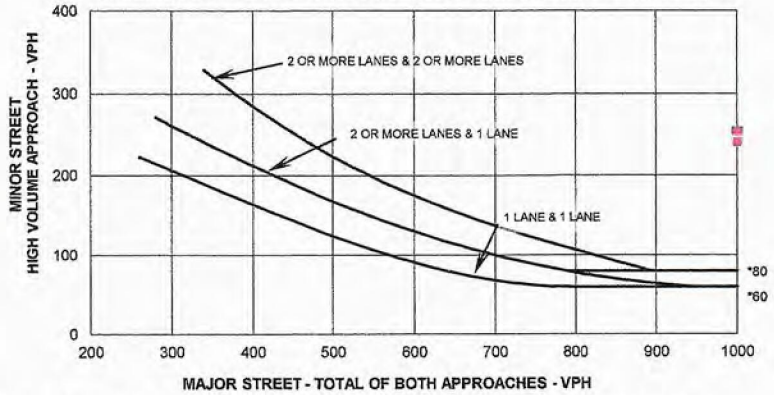
** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

70% Volume Level

Four Highest Hours	Volumes	
	Major Street	Minor Street
12:00 PM	1846	253
1:00 PM	1680	242
4:00 PM	2010	243
5:00 PM	2001	241

FIGURE 4C-2: Criteria for "70%" Volume Level

(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)



** Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Form 750-020-01
TRAFFIC ENGINEERING
10/15

State of Florida Department of Transportation

TRAFFIC SIGNAL WARRANT SUMMARY

City: **Stuart**
County: **89 – Martin**
District: **Four**

Engineer: **James Kemp**
Date: **November 25, 2020**

Major Street: **Kanner Highway** Lanes: **6** Major Approach Speed: **45**
Minor Street: **M&M Full Access Dwy (Costco Blvd)** Lanes: **3** Minor Approach Speed: **35**

MUTCD Electronic Reference to Chapter 4: http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part4.pdf

Volume Level Criteria

1. Is the posted speed or 85th-percentile of major street > 40 mph (70 km/h)? ☑ Yes ☐ No
2. Is the intersection in a built-up area of an isolated community with a population < 10,000? ☐ Yes ☑ No

"70%" volume level **may** be used if Question 1 **or** 2 above is answered "Yes" ☑ 70% ☑ 100%

WARRANT 3 - PEAK HOUR

*If all three criteria are fulfilled **or** the plotted point lies above the appropriate line, then the warrant is satisfied.*

Applicable: ☑ Yes ☐ No
Satisfied: ☑ Yes ☐ No

Unusual condition justifying use of warrant:

Record hour when criteria are fulfilled and the corresponding delay or volume in boxes provided.

Peak Hour 100% Volume		
Time	Major Vol.	Minor Vol.
12:00 PM	1846	253

Peak Hour 70% Volume		
Time	Major Vol.	Minor Vol.
12:00 PM	1846	253

Criteria

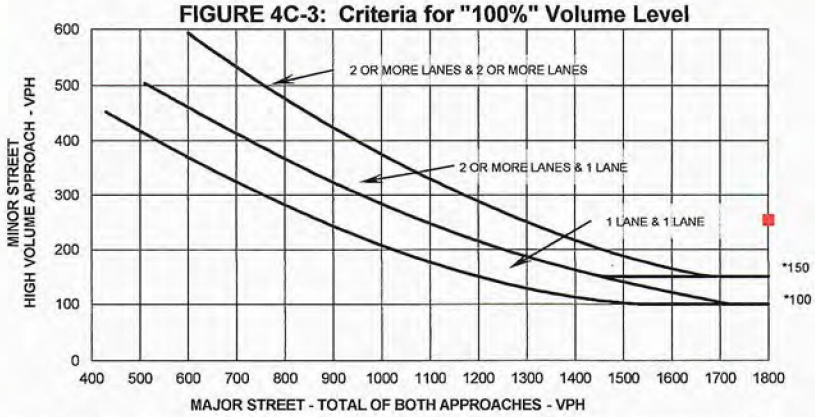
1. Delay on Minor Approach *(vehicle-hours)		
Approach Lanes	1	2
Delay Criteria*	4.0	5.0
Delay*		89.9
Fulfilled?: ☑ Yes ☐ No		

2. Volume on Minor Approach One-Direction *(vehicles per hour)		
Approach Lanes	1	2
Volume Criteria*	100	150
Volume*		253
Fulfilled?: ☑ Yes ☐ No		

3. Total Intersection Entering Volume *(vehicles per hour)		
No. of Approaches	3	4
Volume Criteria*	650	800
Volume*	2,099	
Fulfilled?: ☑ Yes ☐ No		

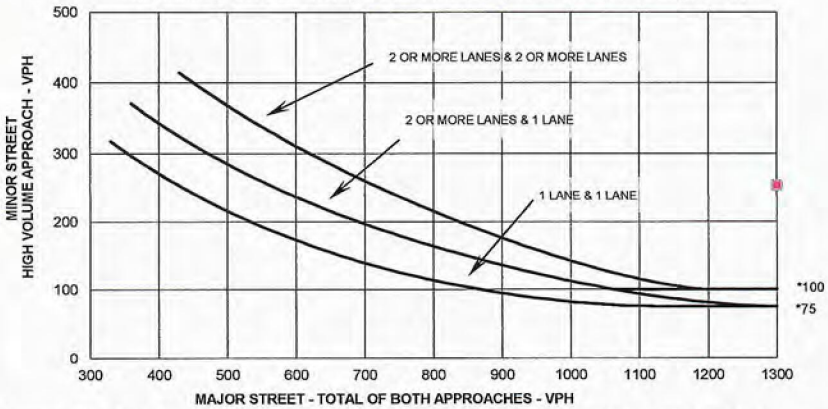
Plot volume combination on the applicable figure below.

FIGURE 4C-3: Criteria for "100%" Volume Level



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4C-4: Criteria for "70%" Volume Level
(Community Less than 10,000 population or above 70 km/hr (40 mph) on Major Street)

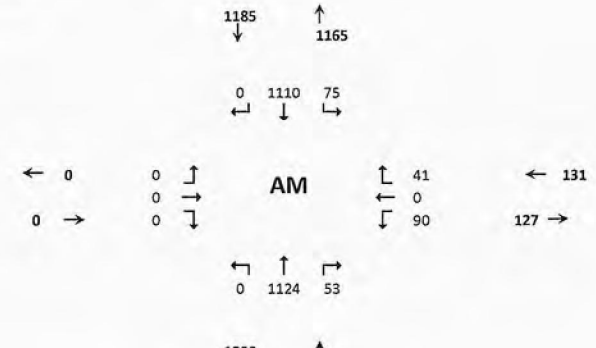


** Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kanner Hwy
E/W STREET: Driveway 1 (Costco Blvd)
CONTROL:
FILENAME:
COUNT DATE: 3/20/2019
DAY: Wednesday
CITY: Stuart
INTERSECTION:
REPORT DATE: 12/16/2020
ANALYSIS YEAR: 2024

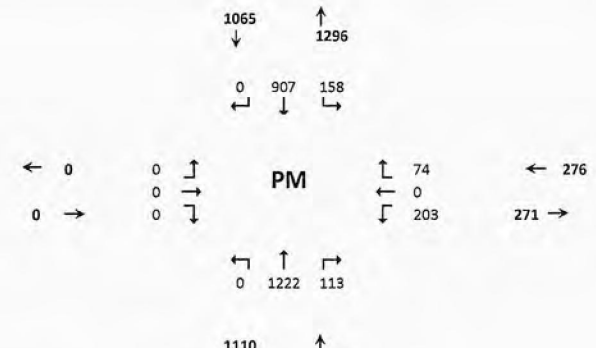
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	163	0	0	277	0	0	0	0	0	0	0	440	2040
7:15-7:30	0	230	0	0	296	0	0	0	0	0	0	0	526	2149
7:30-7:45	0	254	0	0	253	0	0	0	0	0	0	0	507	2138
7:45-8:00	0	298	0	0	269	0	0	0	0	0	0	0	567	2127
8:00-8:15	0	284	0	0	265	0	0	0	0	0	0	0	549	1976
8:15-8:30	0	329	0	0	186	0	0	0	0	0	0	0	515	
8:30-8:45	0	256	0	0	240	0	0	0	0	0	0	0	496	
8:45-9:00	0	218	0	0	198	0	0	0	0	0	0	0	416	
AM PEAK HOUR IS FROM:			7:15AM TO 8:15AM											
Volumes	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Season Factor	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Growth	0	1093	0	0	1110	0	0	0	0	0	0	0	2203	
In/Out	-	IN/OUT	IN	IN	-	-	-	-	-	OUT	-	OUT	-	
Res Percentage	0%	0%	20%	15%	0%	0%	0%	0%	0%	20%	0%	15%	0%	
Retail Percentage	0%	5%/10%	20%	30%	0%	0%	0%	0%	0%	35%	0%	15%	0%	
PROJECT	0	31	53	75	0	0	0	0	0	83	0	41	0	
MMHS										7				
Total	0	1124	53	75	1110	0	0	0	0	90	0	41	2493	



Seasonal Factor: 1

	Retail	Residential
Trips In	233	31
Trips Out	193	77
Growth Rate:	1.005	
Years Grown:	5	

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	317	0	0	226	0	0	0	0	0	0	0	543	2010
4:15-4:30	0	281	0	0	203	0	0	0	0	0	0	0	484	1993
4:30-4:45	0	287	0	0	212	0	0	0	0	0	0	0	499	1984
4:45-5:00	0	240	0	0	244	0	0	0	0	0	0	0	484	1978
5:00-5:15	0	275	0	0	251	0	0	0	0	0	0	0	526	2001
5:15-5:30	0	260	0	0	215	0	0	0	0	0	0	0	475	
5:30-5:45	0	271	0	0	222	0	0	0	0	0	0	0	493	
5:45-6:00	0	292	0	0	215	0	0	0	0	0	0	0	507	
PM PEAK HOUR IS FROM:			4:00PM TO 5:00PM											
Volumes	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Season Factor	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Growth	0	1153	0	0	907	0	0	0	0	0	0	0	2061	
In/Out	-	IN/OUT	IN	IN	-	-	-	-	-	OUT	-	OUT	-	
Res Percentage	0%	0%	20%	15%	0%	0%	0%	0%	0%	20%	0%	15%	0%	
Retail Percentage	0%	5%/10%	20%	30%	0%	0%	0%	0%	0%	35%	0%	15%	0%	
Project	0	69	113	158	0	0	0	0	0	165	0	74		
MMHS										38				
Total	0	1222	113	158	907	0	0	0	0	203	0	74	2677	



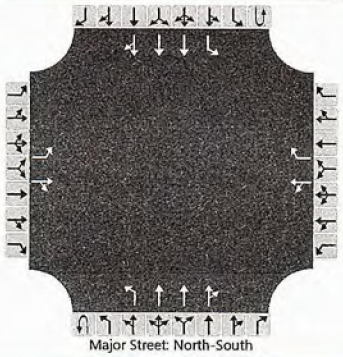
Seasonal Factor: 1

	Retail	Residential
Trips In:	488	76
Trips Out:	445	45
Growth Rate:	1.005	
Years Grown:	5	

HCS7 Two-Way Stop-Control Report

General Information		Site Information	
Analyst	James Kemp	Intersection	Kanner Hwy and Driveway 1
Agency/Co.	O'Rourke Engineering	Jurisdiction	City of Stuart
Date Performed	11/30/2020	East/West Street	Driveway 1
Analysis Year	2020	North/South Street	Kanner Hwy
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	M & M Retail		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	1	0		0	1	1	0	1	3	0	0	1	3	0
Configuration		L		TR		LT		R		L	T	TR		L	T	TR
Volume (veh/h)		2	1	2		203	1	74	0	1	1222	113	0	158	907	1
Percent Heavy Vehicles (%)		3	3	3		0	3	0	3	3			3	3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized					No											
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		6.4	6.5	7.1		6.4	6.5	7.1		5.3				5.3		
Critical Headway (sec)		6.46	6.56	7.16		6.40	6.56	7.10		5.36				5.36		
Base Follow-Up Headway (sec)		3.8	4.0	3.9		3.8	4.0	3.9		3.1				3.1		
Follow-Up Headway (sec)		3.83	4.03	3.93		3.80	4.03	3.90		3.13				3.13		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		2		3		222		80		1				172		
Capacity, c (veh/h)		28		444		53		319		394				233		
v/c Ratio		0.08		0.01		4.16		0.25		0.00				0.74		
95% Queue Length, Q_{95} (veh)		0.2		0.0		24.5		1.0		0.0				5.1		
Control Delay (s/veh)		146.8		13.2		1579.3		20.1		14.2				54.0		
Level of Service (LOS)		F		B		F		C		B				F		
Approach Delay (s/veh)	66.6				1164.3				0.0				8.0			
Approach LOS	F				F											

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O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

KANNER CPUD

Prepared for:

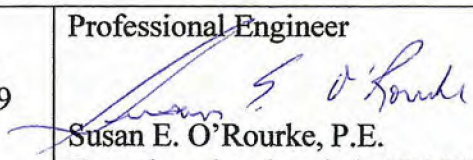
Mr. Joe Marino
M & M Retail Partners, LLC.
Lodi, NJ 07644
973-779-7466

Prepared by

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
772-781-7918

December 16, 2020
Revised March 16, 2021
Revised April 21, 2021

MR18031.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 (772) 781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 4/21/2021 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

December 16, 2020

Mr. Joe Marino
M & M Retail Partners, LLC.
Lodi, NJ 07644

Re: Kanner CPUD

Dear Mr. Marino:

O'Rourke Engineering & Planning has completed the traffic analysis for the proposed development including 157,531 square feet of Discount Club, 16,750 square feet of Shopping Center, 16,240 square feet of restaurant, 2,500 square feet of fast food with drive thru, and 398 units of Multifamily Housing (Mid-Rise) to be located east of Kanner Highway and approximately 2,000 feet north of Indian Street in Stuart, FL. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING

Susan E. O'Rourke, P.E.
Registered Civil Engineer - Traffic

C6 – Traffic Analysis Report – M&M Retail – 4.21.21

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APPENDICES

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APPENDIX B: Non-Motorized Features
APPENDIX C: Internal Capture
APPENDIX D: Martin County 2019 Roadway Level of Service Inventory Report
APPENDIX E: Driveway Data and Analyses

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed development including 157,531 square feet of Discount Club, 16,750 square feet of Shopping Center, 16,240 square feet of restaurant, 2,500 square feet of fast food with drive thru, and 398 units of Multifamily Housing (Mid-Rise) to be located east of Kanner Highway and approximately 2,000 feet north on Indian Street in Stuart, Florida. The purpose of this analysis is to determine the impact of the development on the roadway.

PROJECT DESCRIPTION

The approximately 48.97-acre parcel is proposed to be developed with 157,531 square feet of Discount Club, 16,750 square feet of Shopping Center, 16,240 square feet of restaurant, 2,500 square feet of fast food with drive thru, and 398 units of Multifamily Housing (Mid-Rise). **Figure 1** shows the project location. The project site plan is included in **Appendix A**.

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes. The non-motorized transportation components are included in **Appendix B**.

Existing Lane Geometrics

The study area was reviewed to determine the existing number and type of lanes and the traffic control along the roadway. Each roadway is described below.

Kanner Highway is a six-lane divided arterial with a north/south alignment.

Willoughby Boulevard is a four-lane divided arterial with a north/south alignment.

Indian Street is a four-lane divided collector with an east/west alignment.

Monterey Road is a four-lane divided arterial with an east/west alignment.

PROJECT TRAFFIC

To estimate traffic generated by the land uses defined in the scope of this project, the ITE Trip Generation, 10th Edition trip rates for land use codes 221-Multifamily Housing (Mid-Rise), 820-Retail Shopping Center, 932-High-Turnover (Sit-Down) Restaurant, 934 Fast Food (w/ Drive-Thru), and 857-Discount Club were applied. These calculations provide an estimate of the typical generation for the proposed use. Trip generation for the project in the Daily, AM and PM Peak Hours is shown in **Table 1.** The details of the internal capture and pass-by are included in **Appendix C**.

As shown, the project will generate 7,410 daily trips, 341 in the AM peak hour, and 668 in the PM peak hour.

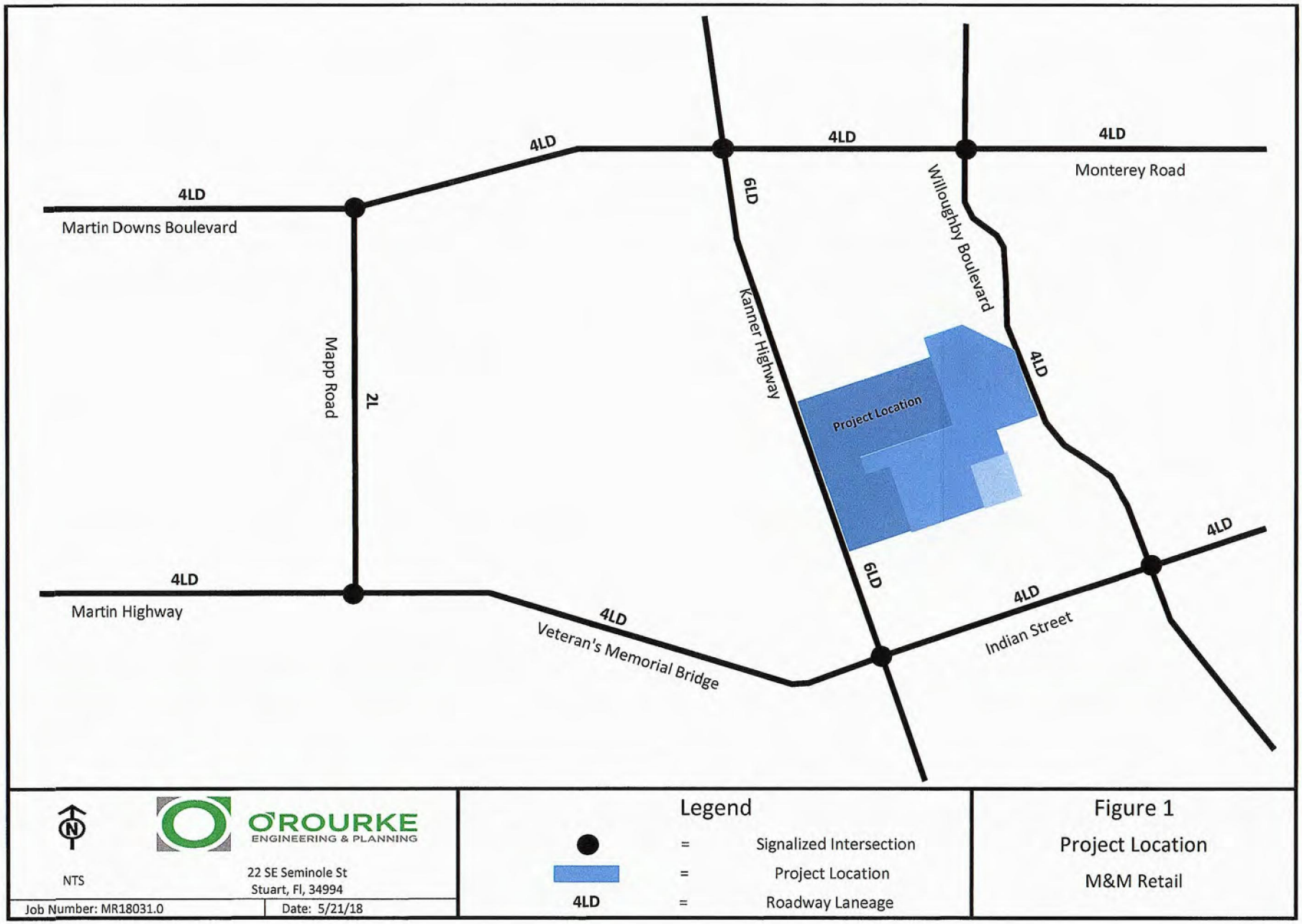


Figure 1 & 2 - location and assignment (1)

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Multifamily Housing (Mid-Rise)	221	398	DU	T = 5.45(X) - 1.75	50%	50%	1,084	1,083	2,167	76	228	304	14.0%	1,008	855	1,863	-	-	-	0.0%	1,008	855	1,863
Shopping Center	820	16,750	Sft	Ln(T) = 0.68Ln(X) + 5.57	50%	50%	892	892	1,784	47	121	168	9.4%	845	771	1,616	388	388	776	48.0%	457	383	840
Discount Club	857	157,531	Sft	T = 41.80(X)	50%	50%	3,293	3,292	6,585	174	445	619	9.4%	3,119	2,847	5,966	1,163	1,163	2,326	39.0%	1,956	1,684	3,640
Fast Food (w/ Drive Thru)	934	2,500	Sft	T = 470.95(X)	50%	50%	589	588	1,177	299	104	403	34.2%	290	484	774	190	189	379	49.0%	100	295	395
High-Turnover (Sit-Down) Restaurant	932	16,240	Sft	T = 112.18(X)	50%	50%	911	911	1,822	462	160	622	34.1%	449	751	1,200	264	264	528	44.0%	185	487	672
Retail Sub Total							**5,685**	**5,683**	**11,368**	**982**	**830**	**1,812**	**15.9%**	**4,703**	**4,853**	**9,556**	**2,005**	**2,004**	**4,009**	**42.0%**	**2,698**	**2,849**	**5,547**
TOTALS		**193,021**					**6,769**	**6,766**	**13,535**	**1,058**	**1,058**	**2,116**	**15.6%**	**5,711**	**5,708**	**11,419**	**2,005**	**2,004**	**4,009**	**35.1%**	**3,706**	**3,704**	**7,410**

Source: ITE 10th Edition Trip Generation Rates
Total 162,020 w/ OutdoorVestibule 4,489

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Multifamily Housing (Mid-Rise)	221	398	DU	Ln(T) = 0.98Ln(X) - 0.98	26%	74%	35	98	133	3	21	24	18.0%	32	77	109	-	-	-	0.0%	32	77	109
Shopping Center	820	16,750	Sft	T = 0.50(X) + 151.78	62%	38%	99	61	160	9	8	17	10.6%	90	53	143	35	34	69	48.0%	55	19	74
Discount Club	857	157,531	Sft	T = 0.49(X)	70%	30%	54	23	77	4	4	8	10.4%	50	19	69	14	13	27	39.0%	36	6	42
Fast Food (w/ Drive Thru)	934	2,500	Sft	T = 40.19(X)	51%	49%	51	49	100	12	5	17	17.0%	39	44	83	21	20	41	49.0%	18	24	42
High-Turnover (Sit-Down) Restaurant	932	16,240	Sft	T = 9.94(X)	55%	45%	89	72	161	19	9	28	17.4%	70	63	133	30	29	59	44.0%	40	34	74
Retail Sub Total							**293**	**205**	**498**	**44**	**26**	**70**	**14.1%**	**249**	**179**	**428**	**100**	**96**	**196**	**45.8%**	**149**	**83**	**232**
TOTALS		**193,021**					**328**	**303**	**631**	**47**	**47**	**94**	**14.9%**	**281**	**256**	**537**	**100**	**96**	**196**	**36.5%**	**181**	**160**	**341**

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips (1)				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Multifamily Housing (Mid-Rise)	221	398	DU	Ln(T)=0.96Ln(X)-0.63	61%	39%	102	65	167	25	20	45	26.9%	77	45	122	-	-	-	0.0%	77	45	122
Shopping Center	820	16,750	Sft	Ln(T) = 0.74Ln(X) + 2.89	48%	52%	70	75	145	4	7	11	7.6%	66	68	134	32	33	65	48.0%	34	35	69
Discount Club	857	157,531	Sft	T = 4.18(X)	50%	50%	329	329	658	19	29	48	7.3%	310	300	610	119	119	238	39.0%	191	181	372
Fast Food (w/ Drive Thru)	934	2,500	Sft	T = 32.67(X)	52%	48%	43	39	82	10	7	17	20.7%	33	32	65	16	16	32	49.0%	17	16	33
High-Turnover (Sit-Down) Restaurant	932	16,240	Sft	T = 9.77(X)	62%	38%	99	60	159	18	13	31	19.5%	81	47	128	28	28	56	44.0%	53	19	72
Retail Sub Total							**541**	**503**	**1,044**	**51**	**56**	**107**	**10.2%**	**490**	**447**	**937**	**195**	**196**	**391**	**41.7%**	**295**	**251**	**546**
TOTALS		**193,021**					**643**	**568**	**1,211**	**76**	**76**	**152**	**12.6%**	**567**	**492**	**1,059**	**195**	**196**	**391**	**36.9%**	**372**	**296**	**668**

Source: ITE 10th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network. Two different traffic assignments were made for the retail use and the residential use.

Distribution/Assignment – The distributions led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. **Figure 2a and 2b** shows the project assignment for both retail and residential land uses.

Table 2 summarizes the resultant AM and PM peak hour trips assigned to the network and the project % of capacity.

Impact – As seen in Table 2, there are no links with a 5% or greater impact. Therefore, the directly accessed links on Kanner Highway and Willoughby Boulevard were analyzed.

FUTURE TRAFFIC

Since the project traffic is not significant, the adjacent links were analyzed for future traffic volumes. **Table 3** shows that the total traffic on the adjacent links of Kanner Highway and Willoughby Boulevard will operate at acceptable levels of service at project buildout of 2024. To estimate future 2024 volumes on Kanner Highway and Willoughby Boulevard, the existing (2019) traffic volumes were increased by a growth rate found in the Martin County 2019 Roadway Level of Service Inventory Report. The growth rate was then applied for three years to estimate the 2024 peak hour directional volumes. The project traffic was then added to estimate the 2024 Total Traffic volumes with project traffic added. The total traffic volumes were then compared to the acceptable threshold.

The Martin County 2019 Roadway Level of Service Inventory Report is included in the **Appendix D**.

20%
20%
15%
Palm City Brdige
Monterey Road
Willoughby Boulevard
Martin Downs Boulevard
55%
Mapp Road
Kanner Highway
Project Location
40%
10%
Indian Street
Martin Highway
Veteran's Memorial Bridge(CR714)
20%
15%
NTS
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole St
Stuart, Fl, 34994
Job Number: MR18031.0
Date: 5/21/18
Legend
= Signalized Intersection
= Project Location
XX% = Percent Assignment
Figure 2a
Percent Assignment - Retail
M&M Retail

30%
25%
5%
5%
10%
15%
10%
Monterey Road
Palm City Brdige
Martin Downs Boulevard
Willoughby Boulevard
30%
20%
Mapp Road
Kanner Highway
Project Location
25%
5%
25%
15%
Indian Street
5%
Martin Highway
Veteran's Memorial Bridge(CR714)
10%
30%
NTS
O'ROURKE
ENGINEERING & PLANNING
22 Seminole St
Stuart, Fl, 34994
Job Number: MR18031.0
Date: 5/21/18
Legend
= Signalized Intersection
= Project Location
XX% = Percent Assignment
Figure 2b
Percent Assignment - Residential
M&M Retail

Table 2a: Percent Impact - AM Peak Hour

								Retail		Residential			
Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D Directional Peak Hour	Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume	Total Project Traffic	Directional Percent Project of Capacity
Kanner Highway (SR-76)	Salerno Rd	Indian St	NB	IN	6LD	no	3,020	15%	22	30%	10	32	1.06%
	Salerno Rd	Indian St	SB	OUT	6LD	no	3,020	15%	12	30%	23	35	1.16%
	Indian St	Project Entrance	NB	IN	6LD	no	3,020	35%	52	25%	8	60	1.99%
	Indian St	Project Entrance	SB	OUT	6LD	no	3,020	35%	29	25%	19	48	1.59%
	Project Entrance	SR-714	NB	OUT	6LD	no	3,020	40%	33	20%	15	48	1.59%
	Project Entrance	SR-714	SB	IN	6LD	no	3,020	40%	60	20%	6	66	2.19%
	SR-714	SR-5	NB	OUT	6LD	no	3,020	20%	17	30%	23	40	1.32%
	SR-714	SR-5	SB	IN	6LD	no	3,020	20%	30	30%	10	40	1.32%
Willoughby Blvd	Salerno Rd	Pomeroy St	NB	IN	2L	no	880	5%	7	5%	2	9	1.02%
	Salerno Rd	Pomeroy St	SB	OUT	2L	no	880	5%	4	5%	4	8	0.91%
	Pomeroy St	Indian St	NB	IN	4LD	no	2,000	5%	7	5%	2	9	0.45%
	Pomeroy St	Indian St	SB	OUT	4LD	no	2,000	5%	4	5%	4	8	0.40%
	Indian St	Project Entrance	NB	IN	4LD	no	2,000	5%	7	25%	8	15	0.75%
	Indian St	Project Entrance	SB	OUT	4LD	no	2,000	10%	8	25%	19	27	1.35%
	Project Entrance	SR-714	NB	OUT	4LD	no	2,000	15%	12	30%	23	35	1.75%
	Project Entrance	SR-714	SB	IN	4LD	no	2,000	15%	22	30%	10	32	1.60%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	10%	8	8	0.40%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	0%	0	10%	3	3	0.15%
Indian St	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	15%	12	12	0.60%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	5%	7	15%	5	12	0.60%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	20%	30	10%	3	33	1.65%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	20%	17	10%	8	25	1.25%

Source: Martin County 2019 Roadway Level of Service Inventory Report

	IN	OUT
Retail	149	83
Residential	32	77

7

Table 2b Percent Impact - PM Peak Hour

								Retail		Residential			
Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D Directional Peak Hour	Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume	Total Project Traffic	Directional Percent Project of Capacity
Kanner Highway (SR-76)	Salerno Rd	Indian St	NB	IN	6LD	no	3,020	15%	44	30%	23	67	2.22%
	Salerno Rd	Indian St	SB	OUT	6LD	no	3,020	15%	38	30%	14	52	1.72%
	Indian St	Project Entrance	NB	IN	6LD	no	3,020	35%	103	25%	19	122	4.04%
	Indian St	Project Entrance	SB	OUT	6LD	no	3,020	35%	88	25%	11	99	3.28%
	Project Entrance	SR-714	NB	OUT	6LD	no	3,020	40%	100	20%	9	109	3.61%
	Project Entrance	SR-714	SB	IN	6LD	no	3,020	40%	118	20%	15	133	4.40%
	SR-714	SR-5	NB	OUT	6LD	no	3,020	20%	50	30%	14	64	2.12%
	SR-714	SR-5	SB	IN	6LD	no	3,020	20%	59	30%	23	82	2.72%
Willoughby Blvd	Salerno Rd	Pomeroy St	NB	IN	2L	no	880	5%	7	5%	4	11	1.25%
	Salerno Rd	Pomeroy St	SB	OUT	2L	no	880	5%	13	5%	2	15	1.70%
	Pomeroy St	Indian St	NB	IN	4LD	no	2,000	5%	7	5%	4	11	0.55%
	Pomeroy St	Indian St	SB	OUT	4LD	no	2,000	5%	4	5%	2	6	0.30%
	Indian St	Project Entrance	NB	IN	4LD	no	2,000	5%	7	25%	19	26	1.30%
	Indian St	Project Entrance	SB	OUT	4LD	no	2,000	10%	8	25%	11	19	0.95%
	Project Entrance	SR-714	NB	OUT	4LD	no	2,000	15%	12	30%	14	26	1.30%
	Project Entrance	SR-714	SB	IN	4LD	no	2,000	15%	22	30%	23	45	2.25%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	15%	7	7	0.35%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	0%	0	15%	12	12	0.60%
Indian St	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	15%	7	7	0.35%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	5%	15	15%	12	27	1.35%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	20%	59	10%	8	67	3.35%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	20%	50	10%	5	55	2.75%

Source: Martin County 2019 Roadway Level of Service Inventory Report

	IN	OUT
Retail	295	251
Residential	77	45

Table 3a: Link Analysis - AM Peak Hour

													Retail		Residential					
Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2019 AADT	D Factor (1)	2019 Volume Peak Hour Peak Direction	Growth Rate	2024 Volume Peak Hour Directional	LOS D Directional Peak Hour	Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume	Total Project Traffic	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	Indian St	Project Entrance	NB	IN	6LD	no	21,116	0.376	598	1.005	613	3020	35%	52	25%	8	60	1.99%	673	Yes
	Indian St	Project Entrance	SB	OUT	6LD	no	21,116	0.624	993	1.005	1018	3020	35%	29	25%	19	48	1.59%	1066	Yes
	Project Entrance	SR-714	NB	OUT	6LD	no	21,116	0.376	598	1.005	613	3020	40%	33	20%	15	48	1.59%	661	Yes
	Project Entrance	SR-714	SB	IN	6LD	no	21,116	0.624	993	1.005	1018	3020	40%	60	20%	6	66	2.19%	1084	Yes
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	11,100	0.376	401	1.037	481	2000	5%	8	25%	8	16	0.75%	497	Yes
	Indian St	Project Entrance	SB	OUT	4LD	no	11,100	0.624	666	1.037	799	2000	10%	12	25%	19	31	1.35%	830	Yes
	Project Entrance	SR-714	NB	OUT	4LD	no	11,100	0.376	401	1.037	481	2000	15%	12	30%	23	35	1.75%	516	Yes
	Project Entrance	SR-714	SB	IN	4LD	no	11,100	0.624	666	1.037	799	2000	15%	22	30%	10	32	1.60%	831	Yes

Source: Martin County 2019 Roadway Level of Service Inventory Report

(1) FDOT Florida Traffic Online

	IN	OUT
Retail	149	83
Residential	32	77

Years Grown: 5

Table 3b: Link Analysis - PM Peak Hour

													Retail		Residential					
Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2019 AADT	D Factor (1)	2019 Volume Peak Hour Peak Direction	Growth Rate	2024 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume	Total Project Traffic	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	Indian St	Project Entrance	NB	IN	6LD	no	21,116	0.624	993	1.005	1018	3020	35%	103	25%	19	122	4.04%	1140	Yes
	Indian St	Project Entrance	SB	OUT	6LD	no	21,116	0.376	598	1.005	613	3020	35%	88	25%	11	99	3.28%	712	Yes
	Project Entrance	SR-714	NB	OUT	6LD	no	21,116	0.624	993	1.005	1018	3020	40%	100	20%	9	109	3.61%	1127	Yes
	Project Entrance	SR-714	SB	IN	6LD	no	21,116	0.376	598	1.005	613	3020	40%	118	20%	15	133	4.40%	746	Yes
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	11,100	0.624	666	1.037	799	2000	5%	7	25%	19	26	1.30%	825	Yes
	Indian St	Project Entrance	SB	OUT	4LD	no	11,100	0.376	401	1.037	481	2000	10%	8	25%	11	19	0.95%	500	Yes
	Project Entrance	SR-714	NB	OUT	4LD	no	11,100	0.624	666	1.037	799	2000	15%	12	30%	14	26	1.30%	825	Yes
	Project Entrance	SR-714	SB	IN	4LD	no	11,100	0.376	401	1.037	481	2000	15%	22	30%	23	45	2.25%	526	Yes

Source: Martin County 2019 Roadway Level of Service Inventory Report

(1) FDOT Florida Traffic Online

	IN	OUT
Retail	295	251
Residential	77	45

Years Grown: 5

INTERSECTIONS / DRIVEWAYS

The intersection analysis was limited to the intersections of the driveways with Kanner and the driveway with Willoughby. Since the project is not significant on any link, additional intersection analysis was not required.

The project has proposed four driveways.

- Driveway 1 will be a full access signalized intersection to Kanner Highway with two westbound left-turn lanes leaving the project.
- Driveway 2 will have access to Kanner Highway and will be a directional median with a left-in, right-in, right-out only.
- Driveway 3 will have full access onto Willoughby Boulevard.
- Driveway 4 will be a right-in/right-out driveway on Kanner Highway.

The project will also have a cross-access to Indian Street and other driveways on Kanner Highway. For purposes of this study, we have shown traffic at project driveways 1, 2, 3, and 4 and at the cross-access driveway on Indian Street.

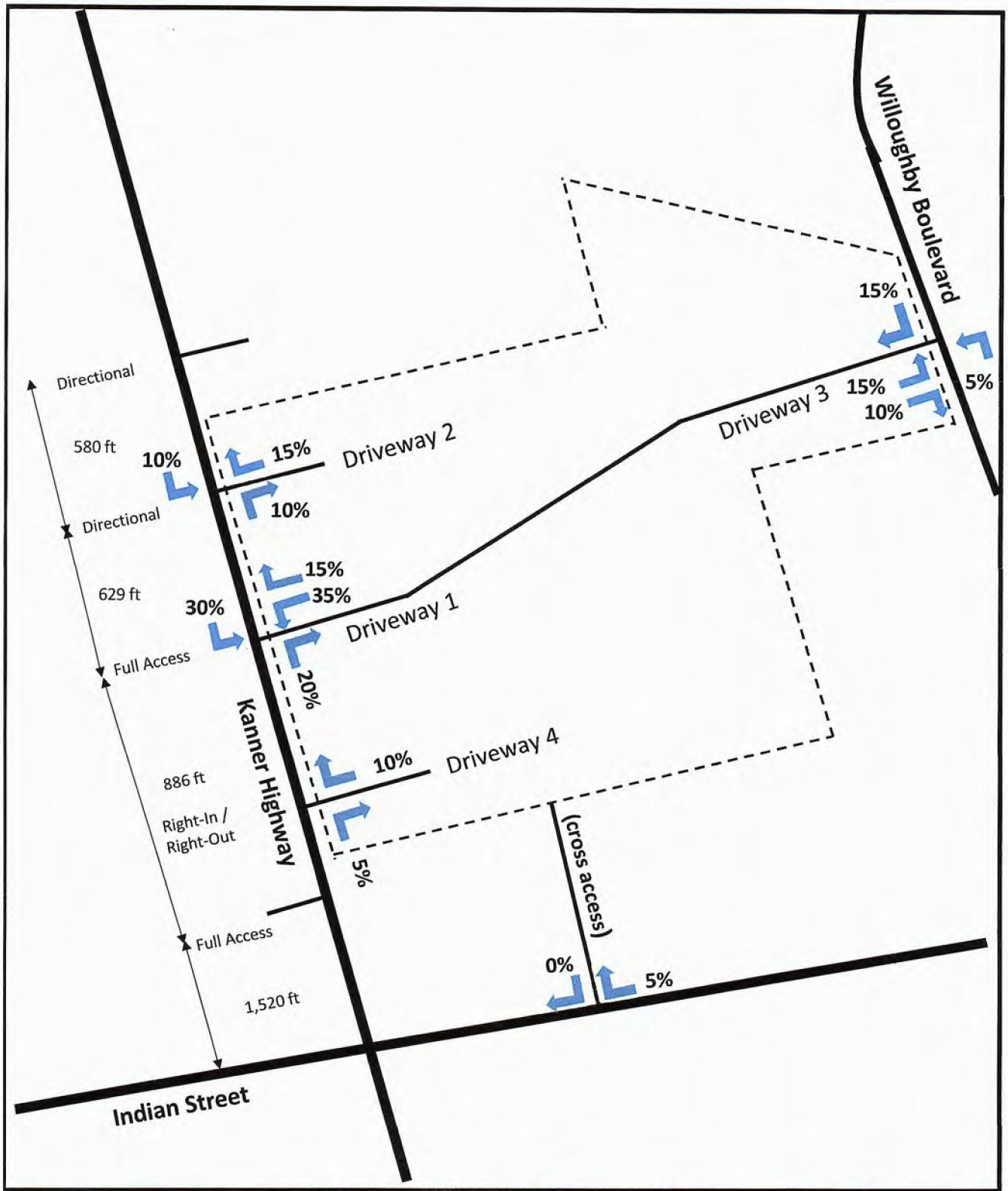
Figures 3a and 3b show the driveway percent assignments for the retail and residential portions, respectively. **Figure 3c** illustrates the total of the retail and residential project volumes in the AM and PM peak hour. The proposed driveway lanes are summarized below:

Driveway 1/ Kanner Highway (Full Access)
(The lane call out is subject to FDOT permitting)
Northbound
1 – U-turn lane
3 - through lanes
1 – right turn lane
Southbound
1 – left turn lane
2 – through lanes
1 – through/right lane
Eastbound
1 – left turn lane
1 – one through/right lane
Westbound
1 – right turn lane
2 – left turn lanes

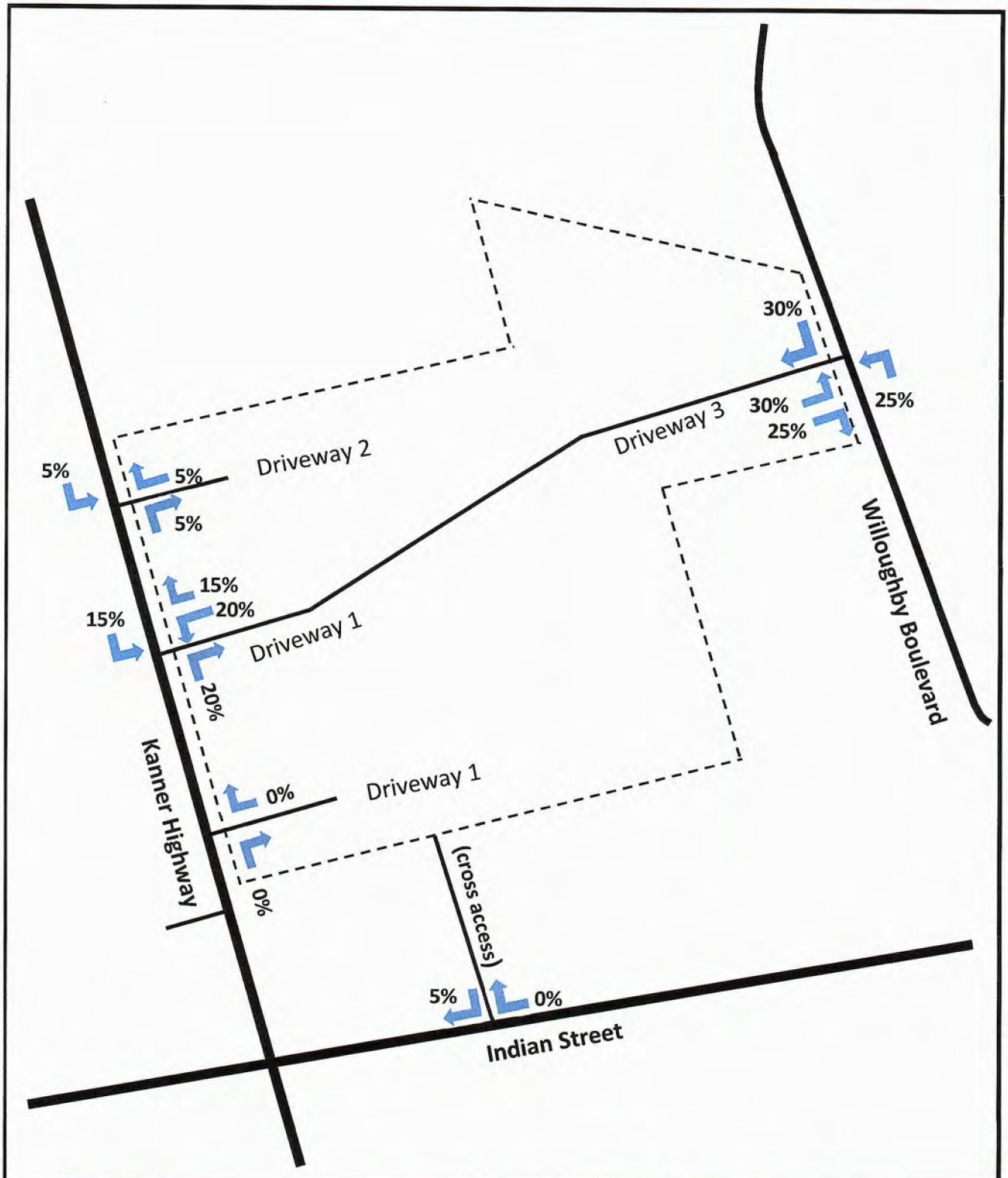
Driveway 2/ Kanner Highway (Directional Access)
Northbound
1 – U-turn lane
3 – through lanes
1 – right turn lane
Southbound
1 – left turn lane
3 – through lanes
Westbound
1 – right turn

Driveway 3/ Willoughby Boulevard (Full Access)
Northbound
1 – left turn lane
2 – through lanes
Southbound
1 – U-turn lane
2 – through lanes
1 – right turn lane
Eastbound
1 – left turn lane
1 – left turn lane
1 – right turn lane
Westbound
- Future Sailfish Access

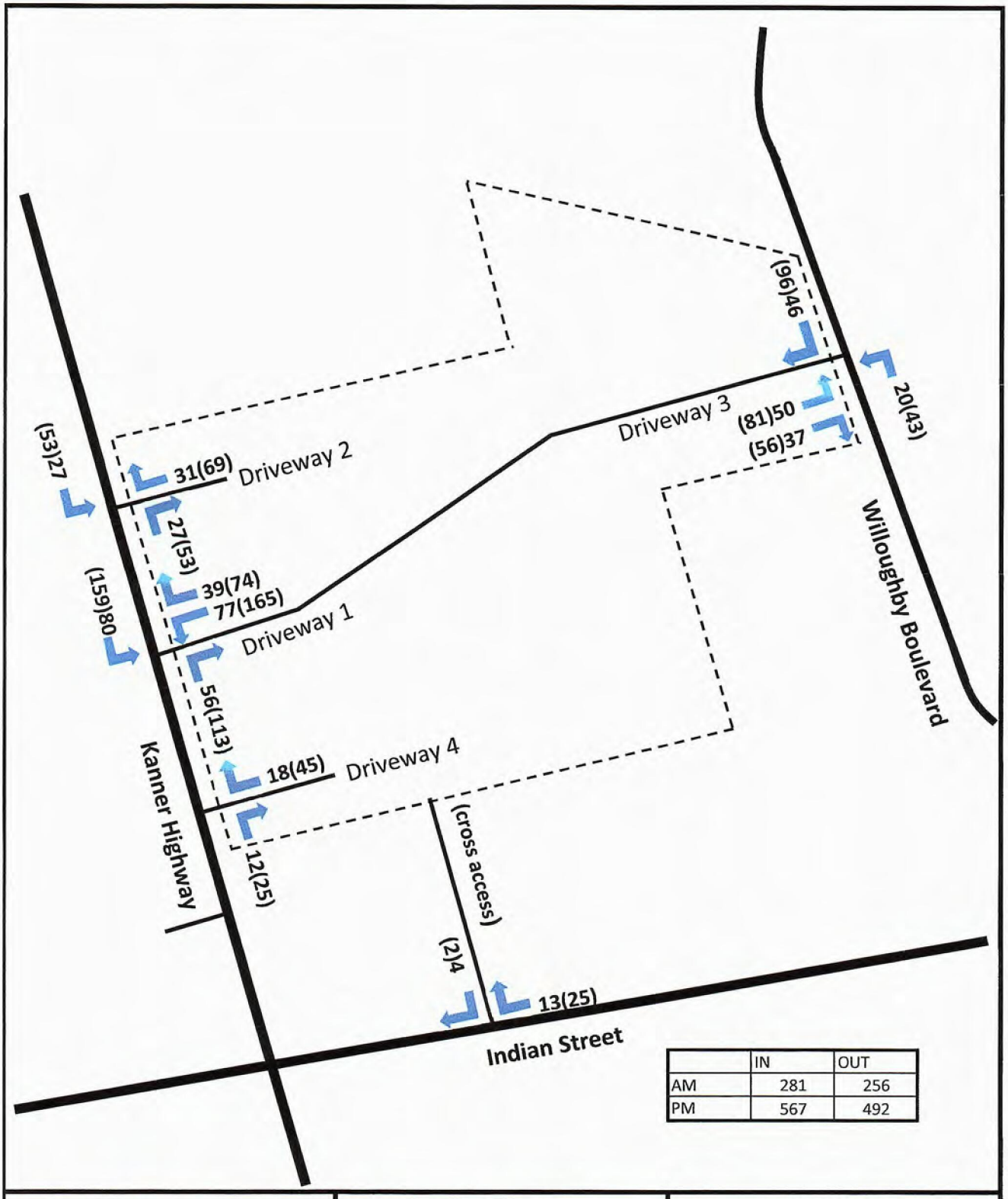
Driveway 4/ Kanner Highway (Right-in/Right out)
Northbound
2 – through lanes
1 – through/ right turn lane
Southbound
3 – through lanes
Westbound
1 – right turn lane



O'ROURKE ENGINEERING & PLANNING NTS 22 SE Seminole St Stuart, Fl, 34994 Job #: MR18031.0 Date: 2/6/20	Legend = Project Location = Direction 15% = Percent Project Traffic xx ft. = Driveway Spacing	Figure 3a Driveway Assignment - Retail M & M Retail



N O'ROURKE ENGINEERING & PLANNING NTS 22 SE Seminole St Stuart, Fl, 34994 Job #: MR18031.0 Date: 3/12/21	Legend = Project Location = Direction 15% = Percent Project Traffic	Figure 3b Driveway Assignment - Residential M & M Retail


(53)27
31(69)
Driveway 2
27(53)
39(74)
77(165)
(159)80
Driveway 1
56(113)
18(45)
Driveway 4
12(25)
Kanner Highway
(cross access)
(2)4
13(25)
Indian Street
(96)46
Driveway 3
(81)50
(56)37
20(43)
Willoughby Boulevard
IN OUT
AM 281 256
PM 567 492
O'ROURKE ENGINEERING & PLANNING
NTS
22 SE Seminole St
Stuart, Fl, 34994
Job #: MR18031.0
Date: 4/21/21
Legend
XX(XX) = AM(PM)
= Project Location
= Direction
15% = Percent Project Traffic
Figure 3c
Total Driveway Volumes
M & M Retail

As shown, ingress turn lanes are proposed for driveways 1, 2, and 3.

A turn lane analysis was conducted for driveway 4 using the FDOT Access Management Guidebook November 2019. For roadways with a posted speed limit of 45 MPH or less, the lower threshold of 80 right-turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).

Table 4: Right Turn Lane Analysis - Driveway 4

Major Road Speed Limit (MPH)	Number of Lanes (Directional)	Thru Volume (Veh/hr)	Thru Volume (Veh/hr/ln)	Right Turn Volume	Threshold Volume	Right Turn Warranted?
45	3	1018	339	25	125	No

Roadway Posted Speed Limit	Number of Right Turns Per Hour(1)
45 MPH or Less	80-125
Over 45 MPH	35-55

(1) FDOT Access Management Guidebook November 2019, Table 27

As shown, an ingress right-turn lane is not warranted at driveway 4.

The three driveways on Kanner Highway and the driveway on Willoughby Boulevard were analyzed using HCS.

Existing through volumes on Kanner Highway were obtained from the 2019 FDOT 24-hour count on Kanner Highway and the peak hour volumes were calculated and grown to 2024 using the growth rate contained in the Martin County 2019 Roadway Level of Service Inventory Report. Project traffic was then added to obtain the total traffic at the driveways.

The existing peak hour peak direction volume for Willoughby Boulevard was taken from the Martin County 2019 Roadway Level of Service Inventory Report, the FDOT D Factor was then used to convert the existing peak hour peak direction volume into the peak hour off-peak direction volume. These volumes were then grown to 2024 using the growth rate contained in the Martin County 2019 Roadway Level of Service Inventory Report and project traffic was then added.

Table 5 summarizes the results of the driveway analysis. As shown, all driveways will operate at acceptable levels of service at project buildout. **Table 6** summarizes the turn lane lengths and the projected queue for each turn lane.

Table 5: Driveway Results Summary

Intersection	AM Peak Hour			PM Peak Hour		
	Delay	V/C	LOS	Delay	V/C	LOS
Driveway 1 (Costco Blvd) & Kanner Hwy	26.0	0.36	C	38.9	0.38	D
Driveway 2 & Kanner Hwy	9.6	0.04	A	9.9	0.06	A
Driveway 3 & Willoughby Blvd	16.7	0.05	C	15.5	0.08	C
Driveway 4 & Kanner Hwy	14.0	0.05	B	15.9	0.13	C

Table 6: Turn Lane Queue Analysis

Turn Lane Direction	Turn Lane Length	Queue Length
Driveway 1 (Costco Blvd)		
NBR	295	64.9
NBL	345	25 (1)
SBL	345	98.5
Driveway 2		
NBR	275	0
NBL	265	25 (1)
SBL	290	25 (1)
Driveway 3		
NBL	265	25 (1)
SBR	240	0

(1) Less than 1 vehicle queue, 25' used instead

(2) Based on higher of AM or PM queue

The driveway HCS, the retail and residential driveway volumes, and existing FDOT data are included in **Appendix E.**

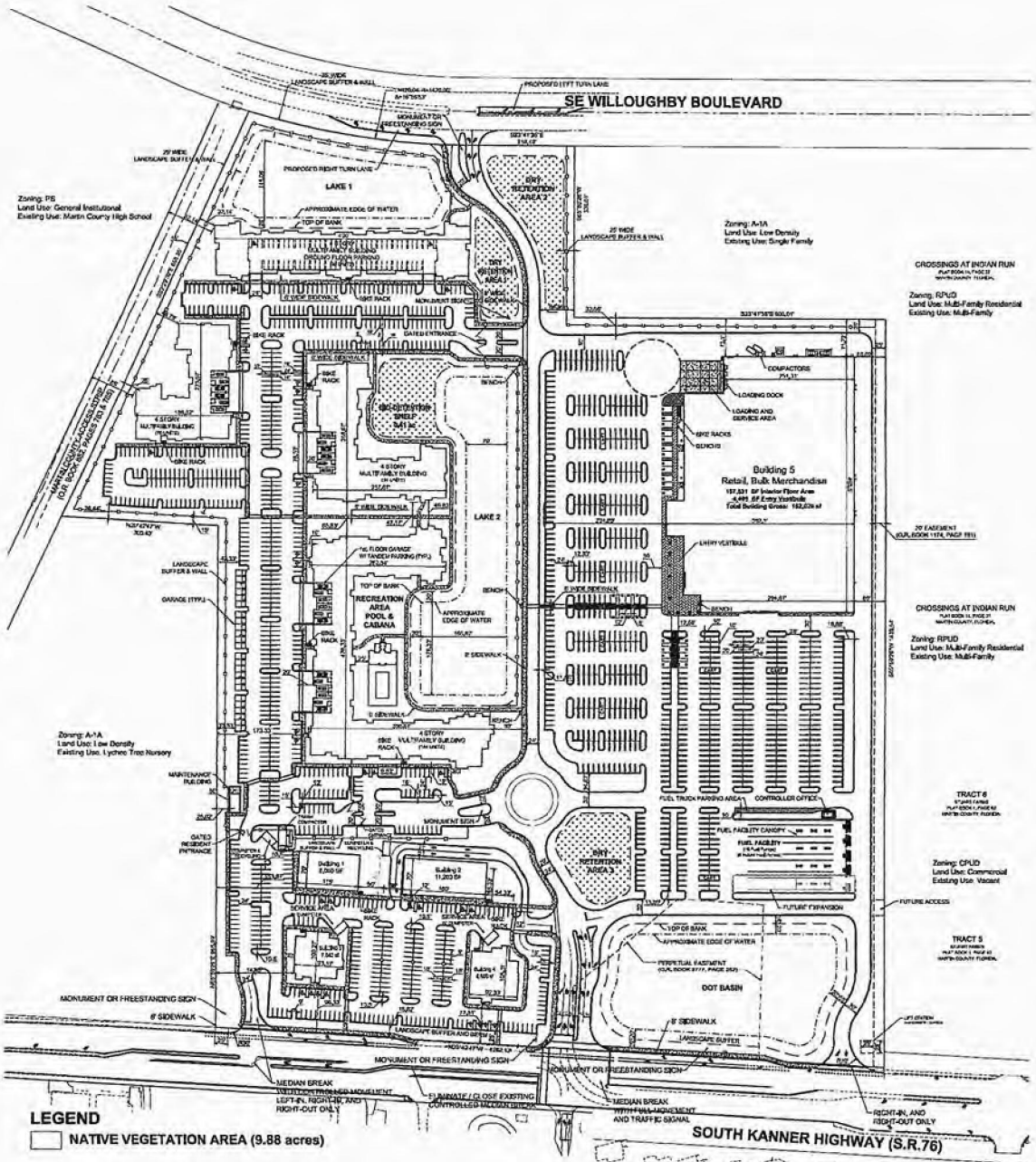
A pre-app meeting was held with FDOT to discuss the driveways. The results of the pre-app will be included in Appendix E when the FDOT finalizes their review. A signal warrant analysis will be required when the applicant applies for a construction permit. Based on the projected volumes at the full-access driveway, it is anticipated that a signal will be warranted. The full warrant analysis was provided to the FDOT under separate cover.

CONCURRENCY REVIEW/ CONCLUSION

The 157,531 square feet of Discount Club, 16,750 square feet of Shopping Center, 16,240 square feet of restaurant, 2,500 square feet of fast food with drive thru, and 398 units of apartment will have a traffic impact of 7,410 Daily trips, 341 AM peak hour trips and 668 PM peak hour trips. With the projects proposed signalization, turn lanes, and inclusion of Costco Boulevard, these project trips will be mitigated. Based on the data and calculations presented herein, the project does not require additional analysis and is deemed to be consistent with transportation concurrency requirements.

APPENDIX A

SITE PLAN



Site Data

Total Site Area:	2,133,987 sf	(48.99 ac)	100%
Future Land Use Designation (Proposed):	Neighborhood Special District		
Proposed Zoning:	CPUD		
Building Height (max):	45'		
Total Building Area:	370,876 sf	(8.52 ac)	17.4%

Pervious / Impervious Calculations

Impervious Area:	1,525,706 sf	(35.03 ac)	71.5%
Buildings:	370,876 sf	(8.52 ac)	17.4%
Pavement & Curb:	878,818 sf	(20.17 ac)	41.2%
Sidewalks, Patios & Pool:	63,690 sf	(1.92 ac)	3.0%
Lakes:	113,807 sf	(2.61 ac)	5.3%
DOT Basin:	78,815 sf	(1.81 ac)	3.7%
Pervious Area:	608,281 sf	(13.96 ac)	28.5%
Landscape:	535,566 sf	(12.29 ac)	25.1%
Dry Retention Areas:	54,855 sf	(1.26 ac)	2.5%
Wet Detention Area:	17,860 sf	(0.41 ac)	0.8%
Open Space			
Required: (25% of 48.99 ac)		(12.25 ac)	25.0%
Provided*:		(12.26 ac)	25.0%
* Includes Landscape, Dry Retention Areas & Wet Detention Area. Excludes Interior Landscape Areas.			
Interior Landscape Areas:		(1.76 ac)	3.5%

Parking Requirements

Parking Required (per Kanner CPUD):

Retail, bulk merchandise (1 space / 250 sf):	155,986 sf / 250 sf = 624 Spaces
Fuel Facility (1 space / 250 sf + 2 / bay + 1/vacuum):	20 Spaces
Retail (1 space / 250 sf):	19,250 sf / 250 sf = 77 Spaces
Restaurant 1 (1 space per Seats ÷ 1 per each employee): @ 270 seats ÷ 14 employees:	104 Spaces
Restaurant 2 (1 space per Seats ÷ 1 per each employee): @ 270 seats ÷ 14 employees:	104 Spaces
Multi-Family	722 Spaces
One Bedroom Units (140) @ 1.3 per unit: 182 Spaces	
Two Bedroom Units (240) @ 1.7 per unit: 408 Spaces	
Three Bedroom Units (100) @ 2.0 per unit: 20 Spaces	
Total Parking Required:	**1,651 Spaces**

Parking Provided:

Retail, bulk merchandise (per Kanner CPUD):	770 Spaces
Standard:	669 Spaces
Handicap:	26 Spaces
Fuel Facility:	20 Spaces
Retail:	80 Spaces
Standard:	74 Spaces
Handicap:	6 Spaces
Restaurant:	104 Spaces
Standard:	100 Spaces
Handicap:	4 Spaces
Restaurant:	104 Spaces
Standard:	100 Spaces
Handicap:	4 Spaces
Multi-Family (per Kanner CPUD 1.75 spaces / unit):	700 Spaces
Standard:	683 Spaces
Handicap:	17 Spaces
Total Parking Provided:	**1,725 Spaces**

Bicycle Parking

Retail, Bulk Merchandise		Buildings 3 & 4	
Required:	20 Spaces	Required:	8 Spaces
Provided:	20 Spaces	Provided:	8 Spaces
Buildings 1 & 2		Multi-Family	
Required:	8 Spaces	Required:	20 Spaces
Provided:	8 Spaces	Provided:	20 Spaces

Neighborhood Special District

Residential Density		
Maximum UPA (Non-CRA):		15.0
Provided UPA:	8.1 UPA (388 units / 48.99 ac)	
Site Area	48.99 ac	
Residential		
Provided Area:	14.70 ac	30.0%
Non-Residential		
Provided Area:	34.29 ac	70.0%
Commercial Area:	22.91 ac	46.8%
Stormwater Tracts:	8.88 ac	18.1%
Right-of-Way:	2.52 ac	5.1%
Non-Residential Floor Area Ratio		
Maximum Allowable Area:	4,267,974 sf	2.0 FAR
Provided Area:	193,140 sf	0.09 FAR

Building Data

Building Coverage:	370,876 sf
Retail, Bulk Merchandise:	157,531 sf
Fuel Facility Office:	20,250 sf
Retail:	19,250 sf
Restaurant:	16,240 sf
Multi-Family (Indoor Garage, Cabana & Maintenance):	177,730 sf

Native Vegetation Requirement

Total Site Area:	**48.99 acres**
Wetlands:	5.56 acres
Surface Waters:	4.10 acres
Upland Area:	39.39 acres
Required Native Landscape Area (25.0%):	9.85 acres
Provided Native Landscape Area (25.7%):	9.88 acres

Land Use Site Data

Total Site Area:	48.99 ac	
Right of Way:	2.52 ac	5.1%
Residential:	14.70 ac	30.0%
Commercial:	22.91 ac	46.8%
Retail, Bulk Merchandise:	17.31 ac	
Kanner Highway Parcel:	5.60 ac	
Stormwater Tracts:	8.88 ac	18.1%
Lake 1:	1.80 ac	
Lake 2:	2.83 ac	
Dry Retension Area 1:	0.33 ac	
Dry Retention Area 2:	0.78 ac	
Dry Retention Area 3:	0.46 ac	
DOT Basin:	2.59 ac	

Density & Floor Area Ratio

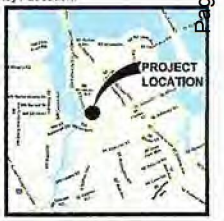
Residential	
Residential Units:	388
Density Overall Site:	8.1 UPA (396 units / 48.99 ac)
Commercial	
Project Site Area:	2,133,987 sf
Total Commercial Building Area:	193,140 sf
Floor Area Ratio:	0.09 FAR

General Notes:

- All building, parking and access areas shall document compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Stuart Development Dept. Perform a field inspection to determine if barricades have been properly installed on the site.
- All signs will comply with the sign regulations at the time of permitting.
- "No Trespass" signs to be posted during construction and displayed at all entrances and exits.
- All building numbers to be no less than four (4) inches tall, illuminated, and not blocked by landscaping.
- Building numbers shall be placed at front and rear entrances.
- Sediment control measures shall be maintained in working order at all times.
- Provisions shall be made to minimize the deposit of sediment by transport vehicles onto public paved surfaces.
- Sediment basin and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land activity and shall be made functional before land disturbance takes place.
- All public sidewalks are to be a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any sidewalk damaged during construction shall be repaired or replaced.
- A/C Units, trash receptacles, back flow preventer, and other above ground utilities shall be screened with landscape per City of Stuart LDR.
- Knox Box key vaults shall be provided as required.
- No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during the course construction activities.
- Detectable warning surfaces shall be provided at all sidewalk ramps and crosswalks.
- Buildings 1, 2, 3, 4 & 5 may include any use allowed in the CPUD Agreement and any additional additional parking required shall be debited against the excess parking provided.

lucido & associates

Key / Location:



Project Team:

Applicant:
M&I Realty Partners
1295 Dalton Rd
Perkiomen, NJ 07754
732-576-3776

Engineer:
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Port St Lucie, Florida 34987

Surveyor:
FTC Engineering
Rod Kennedy
10250 SW Village Pkwy, Suite 201
Port St Lucie, Florida 34987

Landscape Architect and Planner:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Environmental:
EW Consultants
Ed Wineberg
1000 SE Monterey Commons Blvd #205
Stuart, Florida 34996

KANNER CPUD

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
8.21.2020	SLS	Initial Submittal
12.18.2020	SLS	1st Resubmittal
03.18.2021	SLS	2nd Resubmittal
04.15.2021	SLS	3rd Resubmittal

NORTH

SCALE: 1" = 100'

0 50' 100' 200'

REG. # 1019
Thomas P., Lucido

Designer	—
Manager	—
Project Number	—
Municipal Number	—
Computer File	19-505 - Costco Master Site Plan.dwg

Sheet: 1 of 1

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APPENDIX B

NON-MOTORIZED FEATURES



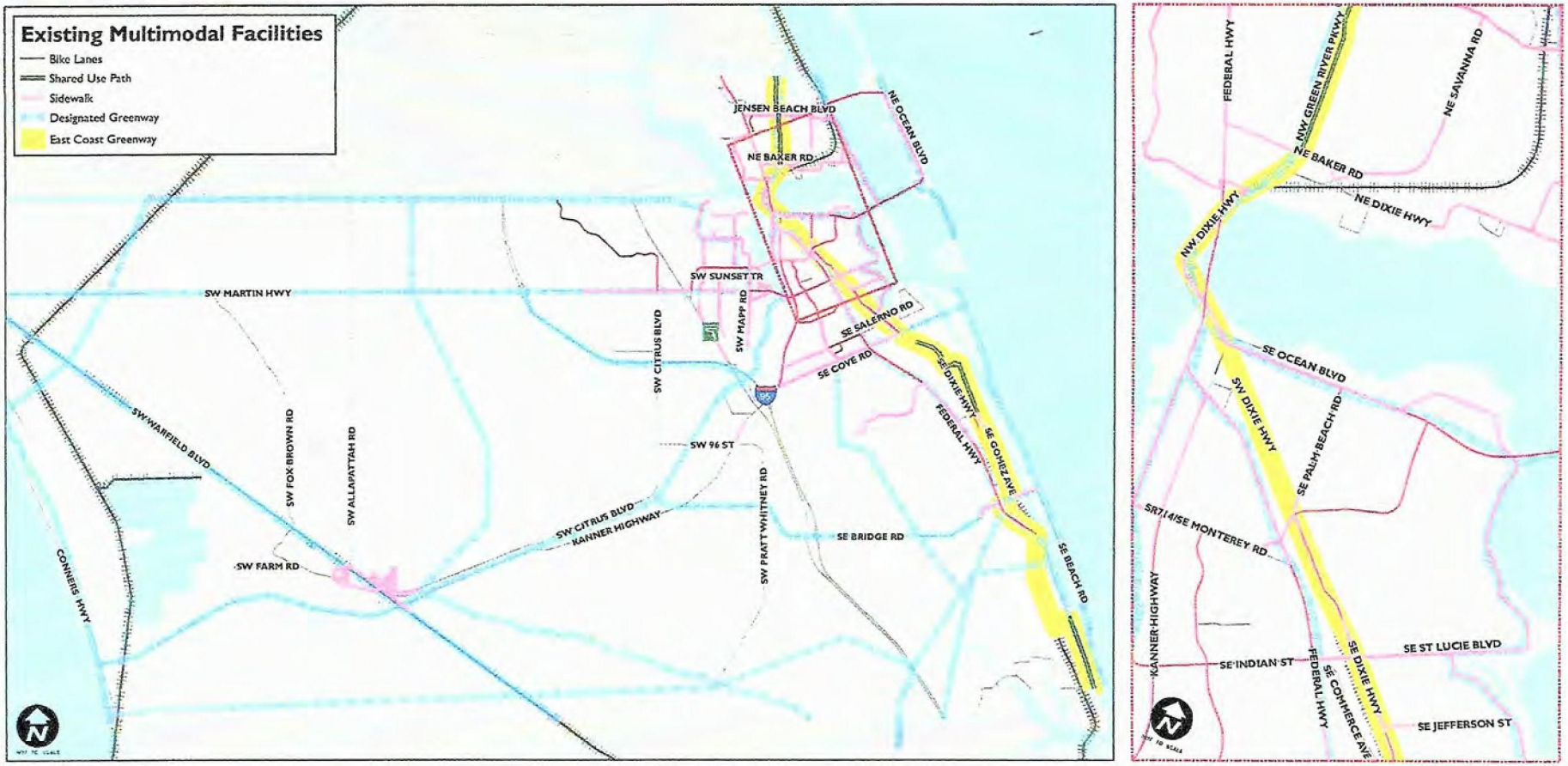


Figure 2-2. Existing Multimodal Facilities

Figure 2-2 provides an overview of existing and designated bicycle and pedestrian facilities. This includes roadways with existing bike lanes, shared use paths, and sidewalks along major roadways. As illustrated, nearly all the existing bike lanes and shared use paths are located within the eastern portion of the County and serve to connect the urbanized areas. Included in Figure 2-2 is the proposed East Coast Greenways (ECG), which are trails of regional and statewide significance and connect to Palm Beach and St. Lucie Counties. The light-green network represents the Designated Greenways – these greenways do not necessarily represent existing bike facilities, rather they identify corridors along which to provide a facility.

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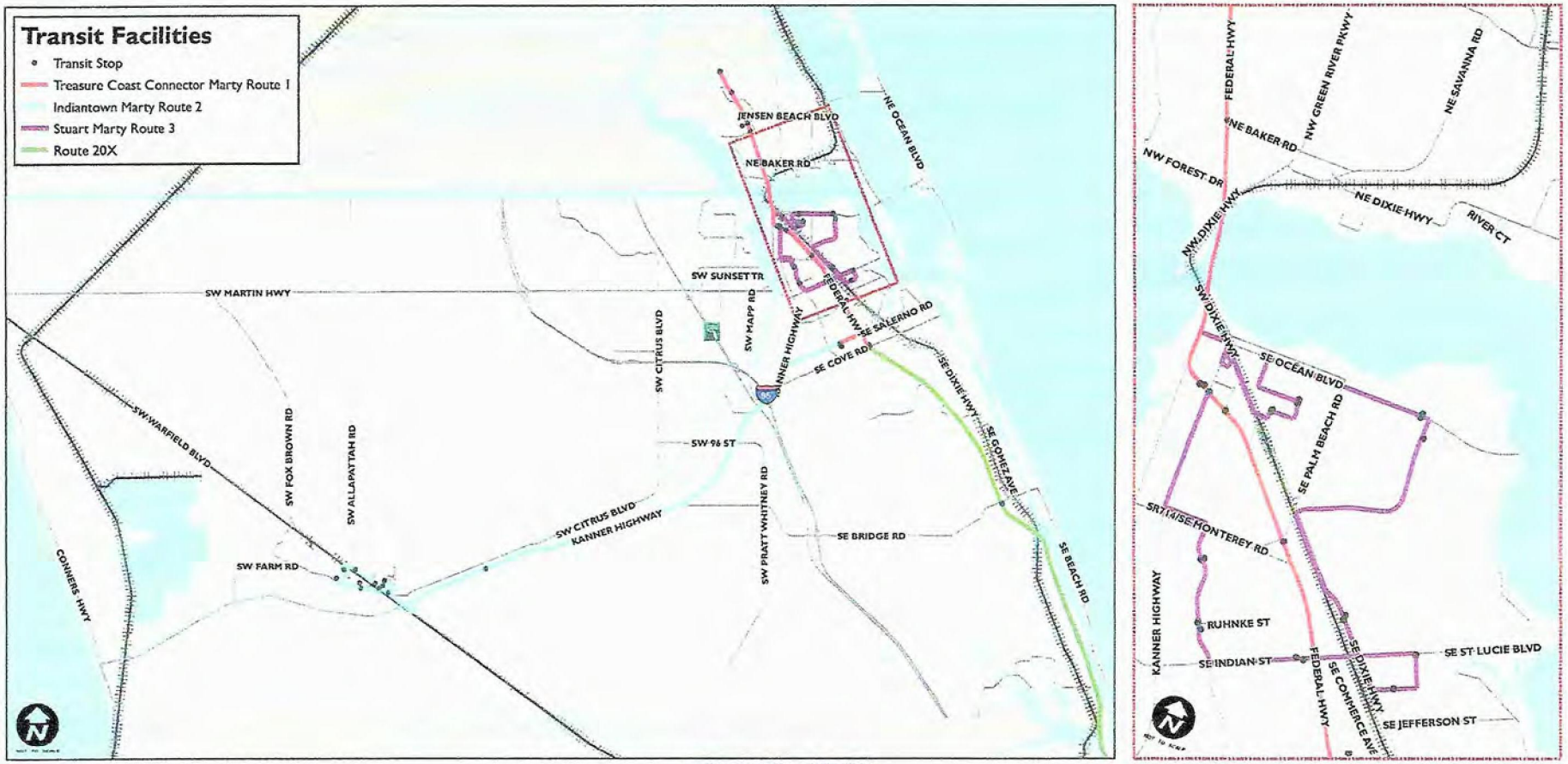


Figure 2-3. Transit Facilities

Figure 2-3 illustrates the locations of the transit routes and stops in Martin County. Four bus routes serve Martin County: Route 1/US 1 Corridor, Route 2/Indiantown, Route 3/Stuart, and Route 20X. Route 1/US 1 Corridor provides service from Port Salerno north to St. Lucie County while Route 20X provides commuter service south to Palm Beach County. Route 2/Indiantown serves as a connector between Indiantown and the urbanized east coast of Martin County while Route 3/Stuart provides a circulator service within the Stuart urbanized area.

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APPENDIX C

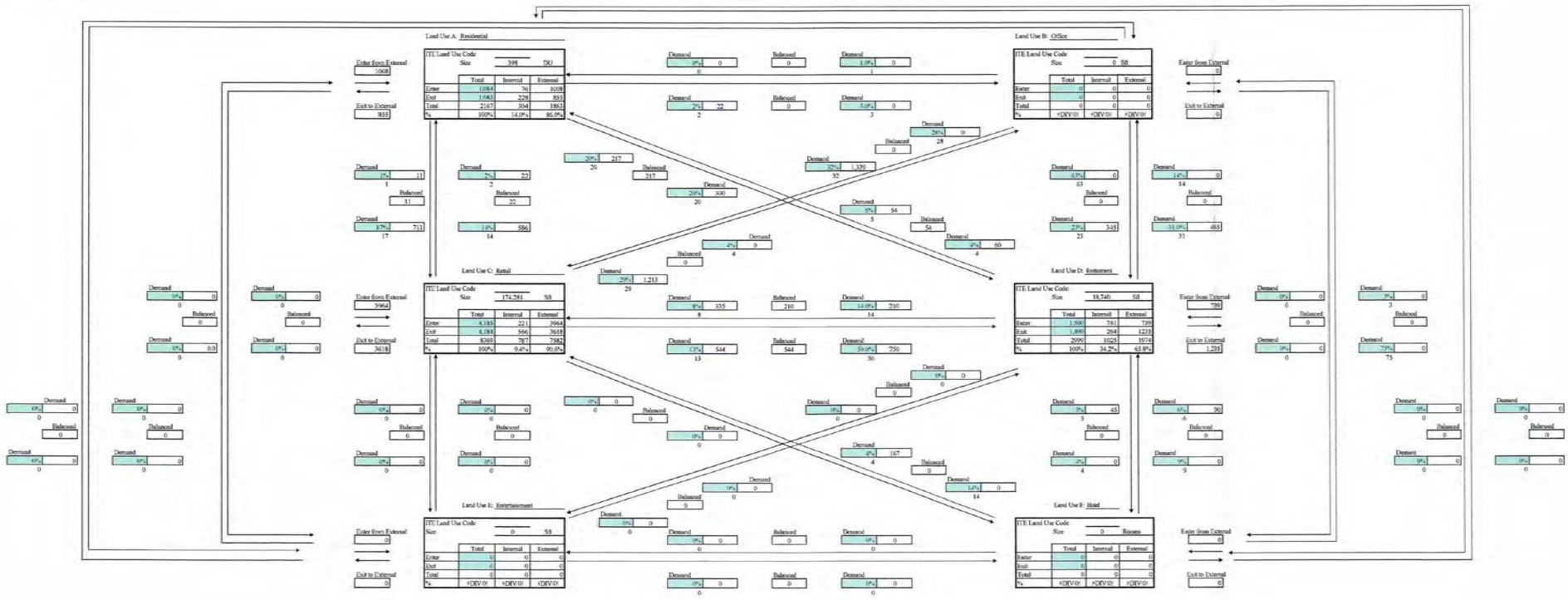
INTERNAL CAPTURE

TABLE 1: Daily Internal Traffic

PROJECT
TRIP INTERNALIZATION - Daily

Analyst
Date

Name of Devlpt: PROJECT
Time Period: Daily



Net External Trips for Multi-Use Development

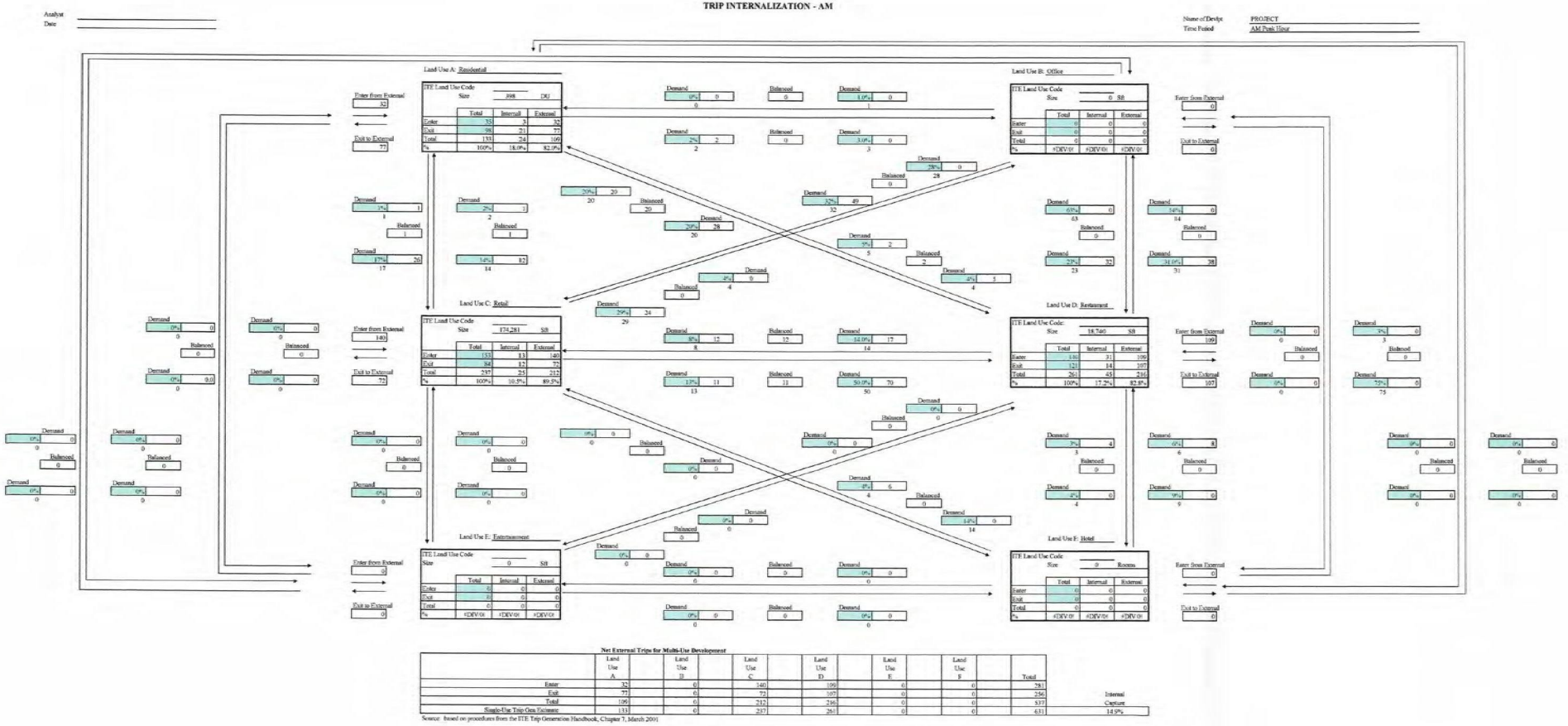
	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total	
Enter	1608	0	3964	719	0	0	5711	
Exit	855	0	3618	1235	0	0	5708	Internal
Total	1863	0	7582	1974	0	0	11419	Capture
Single-Use Trip Gen Estimate	2167	0	8369	2999	0	0	13535	15.6%

Source: based on procedures from the ITE Trip Generation Handbook, Chapter 7, March 2001

Note: Numbers outside of the Box are the ITE Pairing Values. Numbers inside the Box are Actual Values used.

TABLE 1: AM Internal Traffic - Phase 1

PROJECT
TRIP INTERNALIZATION - AM



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	32	0	140	109	0	0	281
Exit	77	0	72	107	0	0	256
Total	109	0	212	216	0	0	537
Single-Use Trip Gen Estimate	133	0	227	261	0	0	631

Internal Capture 14.9%

Source: Based on procedures from the ITE Trip Generation Handbook, Chapter 7, March 2001

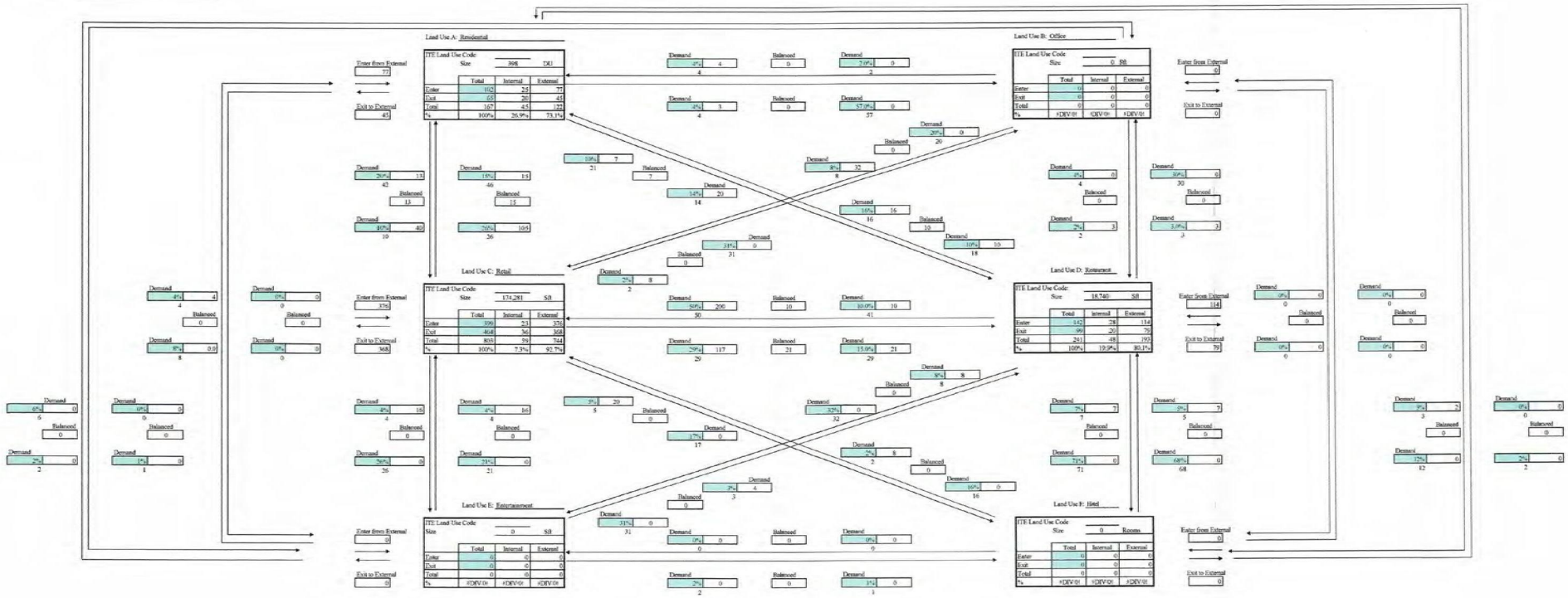
Note: Numbers outside of the Box are the ITE Pairing Values. Numbers inside the Box are Actual Values used.

TABLE 1: PM Internal Traffic

PROJECT
TRIP INTERNALIZATION - PM

Analyst
Date

Name of Devlpt: PROJECT
Time Period: PM Peak Hour



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total	
Enter	77	0	376	114	0	0	567	
Exit	45	0	368	79	0	0	492	Internal
Total	122	0	744	193	0	0	1059	Capture
Single-Use Trip Gen Estimate	167	0	803	241	0	0	1211	12.6%

Source: based on procedures from the ITE Trip Generation Handbook, Chapter 7, March 2001

Note: Numbers outside of the Box are the ITE Pairing Values. Numbers inside the Box are Actual Values used.

Table 13 – Road Improvement Needs by Land Use Type

Land Use	Unit	Trips	Trip Length	% New	Adj %	VMT	New Rds (Ln Ft)
Residential:							
800 FT² & Under	Dwelling	5.34	5.63	100%	35%	10.66	6.13
801 to 1,100	Dwelling	5.40	5.63	100%	35%	10.78	6.19
1,101 to 2,300	Dwelling	6.63	5.63	100%	35%	13.23	7.60
2,301 & Over	Dwelling	9.57	5.63	100%	35%	19.10	10.98
Non-Residential:							
Hotel/Motel	Room	8.17	5.57	90%	35%	14.52	8.34
RV Park	Per Lot	4.00	5.57	90%	35%	7.11	4.09
Nursing Home	1000 s.f.	7.58	3.46	100%	35%	9.30	5.34
ACLF	1000 s.f.	2.66	3.46	100%	35%	3.26	1.88
Medical Office	1000 s.f.	36.13	3.46	90%	35%	39.88	22.92
Bank Walk In	1000 s.f.	69.60	3.46	53%	35%	45.25	26.00
Bank w/Drive In	1000 s.f.	148.15	3.46	53%	35%	96.31	55.35
Office Under 100,000 FT²	1000 s.f.	13.34	5.63	90%	35%	23.96	13.77
Office 100,000 to 199,999 FT²	1000 s.f.	11.38	5.63	90%	35%	20.44	11.75
Office 200,000 to 399,999 FT²	1000 s.f.	11.44	5.63	90%	35%	20.55	11.81
Office 400,000 TO 599,999 FT²	1000 s.f.	11.10	5.63	90%	35%	19.94	11.46
Office 600,000 TO 799,999 FT²	1000 s.f.	10.93	5.63	90%	35%	19.63	11.28
Office 800,000 TO 999,999 FT²	1000 s.f.	10.83	5.63	90%	35%	19.45	11.18
Office 1,000,000 Ft² or Larger	1000 s.f.	10.75	5.63	90%	35%	19.31	11.10
Manufacturing	1000 s.f.	3.82	5.63	90%	35%	6.86	3.94
Warehouse	1000 s.f.	3.56	5.63	90%	35%	6.40	3.68
Mini-Warehouse	1000 s.f.	2.50	5.63	90%	35%	4.49	2.58
Gen. Industrial	1000 s.f.	6.97	5.63	90%	35%	12.52	7.20
Retail Under 50,000 FT²	1000 s.f.	84.76	1.50	52%	35%	23.44	13.47
Retail 50,000 to 99,999 FT²	1000 s.f.	67.92	2.50	52%	35%	31.30	17.99
Retail 100,000 to 199,999 FT²	1000 s.f.	53.28	3.00	61%	35%	34.57	19.87
Retail 200,000 to 399,999 FT²	1000 s.f.	41.80	4.00	74%	35%	43.86	25.21
Retail 400,000 TO 599,999 FT²	1000 s.f.	36.27	5.73	77%	35%	56.73	32.60
Retail 600,000 TO 799,999 FT²	1000 s.f.	32.80	6.87	79%	35%	63.11	36.27
Retail 800,000 TO 999,999 FT²	1000 s.f.	30.33	8.00	80%	35%	68.81	39.55
Retail 1,000,000 Ft² or Larger	1000 s.f.	28.06	8.00	81%	35%	64.46	37.05
Gasoline/Service Station	Fuel Pstn	168.56	1.50	50%	35%	44.82	25.76
Auto Sales & Repair	1000 s.f.	33.34	3.46	85%	35%	34.76	19.98
Restaurant	1000 s.f.	89.95	3.29	56%	35%	58.75	33.76
Fast Food Restaurant	1000 s.f.	496.12	1.50	51%	35%	134.54	77.33
Car Wash	1000 s.f.	108.00	3.46	100%	35%	132.47	76.13
Convenience Store w/o Gas	1000 s.f.	737.99	1.50	39%	35%	153.05	87.96
Convenience Store w/Gas	1000 s.f.	845.60	1.50	39%	35%	175.36	100.79
Pharmacy w/Drive Thru	1000 s.f.	88.16	3.46	50%	35%	54.07	31.07
Golf Course	Hole	35.74	3.21	95%	35%	38.64	22.21
Racquet Club	1000 s.f.	14.03	3.21	95%	35%	15.17	8.72
Parks	Acre	2.28	3.21	95%	35%	2.47	1.42
Tennis Court	Court	31.04	3.21	95%	35%	33.56	19.29
Marina	Slip	2.96	3.37	95%	35%	3.36	1.93
Boat Storage	Slip	2.96	3.37	95%	35%	3.36	1.93
Post Office	1000 s.f.	108.19	3.21	90%	35%	110.80	63.68
Library	1000 s.f.	56.24	5.63	90%	35%	101.02	58.06
Day Care Center	1000 s.f.	79.26	3.46	50%	35%	48.61	27.94
Hospital	1000 s.f.	16.50	5.63	90%	35%	29.64	17.03
House of Worship	1000 s.f.	9.11	5.36	95%	35%	16.45	9.45
Movie Theatre	1000 s.f.	78.06	3.21	95%	35%	84.39	48.50
Elem School	1000 s.f.	15.43	5.36	100%	35%	29.32	16.85
Middle School	1000 s.f.	13.78	5.36	100%	35%	26.18	15.05
High School	1000 s.f.	12.89	5.36	100%	35%	24.49	14.08
Fitness Center	1000 s.f.	32.93	3.46	95%	35%	38.37	22.05

Source: Institute of Transporation Engineers Trip Generation - 8th Edition
Palm Beach County Trip Generation Rates - September 1, 2011
Walter H. Keller, Inc.

Allowable Pass-By Calculation

Segment	From	To	Existing 2019 AADT	Existing 2019 2-Way Peak Hour Trips	Growth Rate	2024 Daily Trips	Daily Pass-By Allowed	2024 2-Way Peak Hour Trips	Peak Hour Pass-By Allowed
Kanner Hwy	Indian St	Monterey Rd	21116	1631	1.005	21649	2164.9	1672	167.2
Willoughby Blvd	Indian St	Monterey Rd	11100	1280	1.037	13311	1331.1	1535	153.5
Indian St	Kanner Hwy	Willoughby Blvd	29306	2771	1.047	36871	3687.1	3486	348.6
						Total:	7183		669

APPENDIX D

MARTIN COUNTY 2019 ROADWAY LEVEL OF SERVICE INVENTORY REPORT

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	23,957	1,622	C	6.1%
CR-723 (Savanna Rd)	CR-707	NE 24th St	Class I: 2-Ln Undivided	880	9,135	384	C	0.5%
CR-723 (Savanna Rd)	NE 24th St	CR-707A (Jensen Beach Blvd.)	Class I: 2-Ln Undivided	880	9,631	471	C	1.0%
CR-726 (Citrus Blvd)	SR-710	Greenridge Ln	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,783	126	A/B	0.5%
CR-726 (Citrus Blvd)	Greenridge Ln	CR-76A	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,488	137	A/B	0.5%
CR-76A (Citrus Blvd.)	CR-726	SR-714	Transitional 2-Ln Uninter /Undivided Flow	1200	4,269	283	A/B	8.0%
CR-76A (SW 96th St)	CR-726	Pennsylvania Ave	Transitional 2-Ln Uninter /Undivided Flow	1200	3,845	195	A/B	8.0%
CR-76A (SW 96th St)	Pennsylvania Ave	SR-76	Class I: Transitional 2-Ln Undivided	800	8,086	492	C	2.5%
CR-A1A (Dixie Hwy)	SR-5	CR-708	Class II: 2-Ln Undivided	750	3,416	192	C	4.7%
CR-A1A (Dixie Hwy)	CR-708	Osprey St	Class I: 2-Ln Undivided	880	7,552	477	C	3.7%
CR-A1A (Dixie Hwy)	Osprey St	Heritage Blvd	2-Ln Uninter /Undivided Flow	1190	6,595	393	A/B	3.1%
CR-A1A (Dixie Hwy)	Heritage Blvd	Cove Rd	2-Ln Uninter /Undivided Flow	1190	7,147	346	A/B	2.9%
CR-A1A (Dixie Hwy)	Cove Rd	Salerno Rd	Class II: 2-Ln Divided	790	12,131	617	D	3.1%
CR-A1A (Dixie Hwy)	Salerno Rd	St. Lucie Blvd	Class II: 2-Ln Undivided	750	17,261	835	F	3.3%
CR-A1A (Dixie Hwy)	St Lucie Blvd	Jefferson St	Class II: 2-Ln Undivided	750	14,108	748	D	2.9%
CR-A1A (Dixie Hwy)	Jefferson St	Indian St	Class II: 4-Ln Divided	1630	18,389	848	D	2.2%
CR-A1A (Dixie Hwy)	Indian St	SR-714	Class I: 4-Ln Divided	2000	17,161	824	C	3.1%
CR-A1A (Dixie Hwy)	SR-714	SE Fifth St	2-Ln Undivided Non-State	675	6,710	346	D	1.6%
Farm Rd	Dr Martin Luther King Jr Dr	Palm Wy	Class II: 2-Ln Undivided	750	2,817	124	C	3.2%
Fox Brown Rd	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	347	16	A/B	0.0%
Goldenrod Rd	Britt Rd	SR-732	Class II: 4-Ln Divided	1630	4,810	278	A/B	0.5%

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

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Goldenrod Rd	SR-732	SR-5	Class II: 2-Ln Undivided	750	6,877	402	D	1.9%
Goldenrod Rd	SR-5	Westmoreland Blvd	Class II: 2-Ln Undivided	750	4,635	295	C	3.0%
Gomez Ave	CR-708	Crossrip St	Class II: 2-Ln Undivided	750	3,732	199	C	1.4%
Gomez Ave	Crossrip St	Osprey St	Class II: 2-Ln Undivided	750	1,065	61	C	0.5%
Green River Parkway	Dixie Hwy	Baker Rd	Class II: 2-Ln Undivided	750	6,833	351	C	3.1%
Green River Parkway	Baker Rd	SR-732	Class I: 2-Ln Undivided	880	8,341	596	C	4.3%
Green River Parkway	SR-732	St. Lucie County	2-Ln Uninter /Undivided Flow	1190	8,667	576	C	1.8%
Horseshoe Point Rd	CR-A1A	Kubin Ave	2-Ln Undivided Non-State	675	5,647	285	C	0.5%
Indian St	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	29,306	1,729	C	4.7%
Indian St	Willoughby Blvd	SR-5	Class I: 4-Ln Divided	2000	27,852	1,236	C	2.8%
Indian St	SR-5	Commerce Ave	Class I: 4-Ln Divided	2000	22,368	995	C	0.5%
Indian St	Commerce Ave	CR-A1A	Class I: 4-Ln Divided	2000	25,515	1,199	C	2.5%
Indian St	CR-A1A	St Lucie Blvd	2-Ln Undivided Non-State	675	7,051	346	D	1.1%
Indian River Dr	Palmer St	CR-707	Class II: 2-Ln Undivided	750	7,509	374	D	3.7%
Island Way	Palm Beach County	Jupiter Road	Transitional 2-Ln Uninter /Undivided Flow	1200	4,493	302	A/B	3.4%
Island Way	Jupiter Road	Country Club Dr	Class II: 2-Ln Undivided	750	4,855	213	C	0.5%
Jack James Rd	SR-76	Blue Water Wy	Class II: 2-Ln Undivided	750	3,132	294	C	0.5%
Lares St	CR-708	CR-A1A	2-Ln Undivided Non-State	675	3,349	235	C	0.6%
Little Club Wy	Country Club Dr	Wooden Bridge Wy	2-Ln Undivided Non-State	675	2,273	103	C	0.5%
Locks Rd	Canal St	SR-76	2-Ln Undivided Non-State	675	3,667	232	C	2.0%
MacArthur Blvd	Sailfish Point	SR-A1A	2-Ln Undivided Non-State	675	5,989	368	D	6.8%

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

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	Britt Rd	SR-732	Class I: 7-Ln Divided	3530	55,878	2,898	C	0.8%
SR-5 (US-1)	SR-732	Westmoreland Blvd	Class I: 8-Ln Divided	4040	64,147	3,522	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	Class I: 8-Ln Divided	4040	60,343	2,721	C	0.5%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	670	6,348	257	C	4.8%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	2-Ln Uninter /Undivided Flow	840	7,419	310	A/B	3.0%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	Class I: 2-Ln Undivided	870	12,335	694	C	4.0%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	Class II: 4-Ln Divided	1710	12,335	694	A/B	4.0%
SR-710 (Warfield Blvd)	CR-726	SR-76 (Kanner)	Transitional 4-Ln Uninter /Divided Flow	2450	11,001	431	A/B	3.4%
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	Transitional 4-Ln Uninter /Divided Flow	2450	6,959	258	A/B	1.4%
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	Transitional 2-Ln Uninter /Undivided Flow	1200	13,786	735	C	5.1%
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	Class I: 4-Ln Divided	2000	21,291	1,136	C	4.9%
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	20,695	1,038	C	1.7%
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	Class I: 4-Ln Divided	2000	27,291	1,267	C	0.5%
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	Class I: 4-Ln Divided	2000	32,789	1,738	C	0.5%
SR-714 (Palm City Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	34,751	1,989	D	0.5%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	22,465	1,274	C	0.5%
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	Class I: 4-Ln Divided	2000	24,716	1,186	C	0.6%
SR-714 (Monterey Rd)	Monterey Extension	SR-5	Class I: 4-Ln Divided	2000	18,136	926	C	0.8%
SR-714 (Monterey Rd)	SR-5	CR-A1A	Class II: 4-Ln Divided	1630	21,333	1,099	D	0.5%
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	Class I: 4-Ln Divided	1910	19,430	1,031	C	1.1%
SR-732 (Causeway Blvd)	CR-707	SR-A1A	2-Ln Uninter /Undivided Flow	1190	12,645	786	C	0.5%

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

Martin County 2019 Roadway Level of Service Inventory Report

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

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

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Willoughby Blvd	Salerno Rd	Pomeroy St	Class I: 2-Ln Undivided	880	9,007	544	C	5.4%
Willoughby Blvd	Pomeroy St	Indian St	Class I: 4-Ln Divided	2000	11,709	597	C	8.0%
Willoughby Blvd	Indian St	SR-714	Class I: 4-Ln Divided	2000	11,100	666	C	3.7%
Wright Blvd	SR-5	Dixie Highway	Class II: 2-Ln Undivided	750	10,460	555	D	4.3%

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

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2019 HISTORICAL AADT REPORT

05/24/2021 CCM

COUNTY: 89 - MARTIN

SITE: 0114 - SR 76/COLORADO AVE - SW OF MONTEREY RD(COUNTY LINK: 132)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	26000 C	N 13500	S 12500	9.00	62.40	5.50
2018	27500 C	N 13500	S 14000	9.00	61.40	5.50
2017	25500 C	N 13000	S 12500	9.00	61.80	5.50
2016	26000 C	N 13000	S 13000	9.00	62.10	4.90
2015	26000 C	N 13000	S 13000	9.00	62.30	4.90
2014	23000 C	N 12000	S 11000	9.00	62.60	5.30
2013	26500 C	N 13500	S 13000	9.00	62.40	5.90
2012	25000 C	N 12500	S 12500	9.00	60.30	5.90
2011	27500 C	N 14000	S 13500	9.00	59.50	3.40
2010	27500 C	N 14000	S 13500	9.38	58.28	3.40
2009	28000 C	N 15000	S 13000	9.15	62.05	3.40
2007	28000 C	N 14000	S 14000	9.15	59.55	4.90
2006	27000 C	N 14000	S 13000	9.10	57.64	8.50
2005	26000 C	N 13500	S 12500	9.00	59.00	6.10
2004	28000 C	N 14500	S 13500	8.90	61.20	6.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2019 HISTORICAL AADT REPORT

05/24/2021 COM

COUNTY: 89 - MARTIN

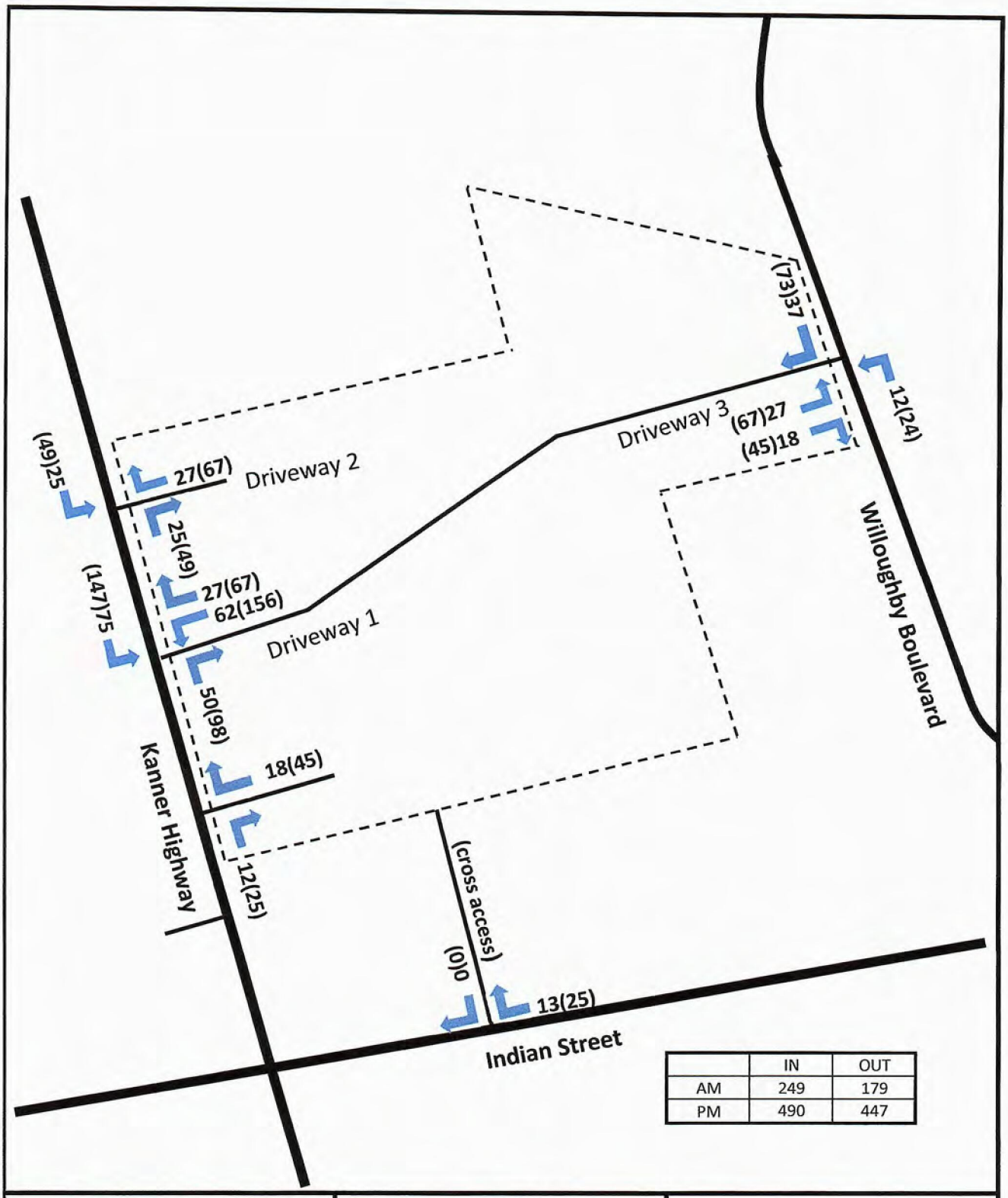
SITE: 0063 - SE WILLOUGHBY BLVD SOUTN FO INDIAN ST(COUNTY LINK: 160)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2019	14900 F	N 7400	S 7500	9.00	62.40	13.80
2018	14700 C	N 7300	S 7400	9.00	61.40	6.10
2017	9900 V	N 4900	S 5000	9.00	61.80	3.90
2016	9700 R	N 4800	S 4900	9.00	62.10	3.80
2015	9300 T	N 4600	S 4700	9.00	62.30	6.50
2014	9100 S	N 4500	S 4600	9.00	62.60	10.10
2013	8900 F	N 4400	S 4500	9.00	62.40	11.00
2012	8700 C	N 4300	S 4400	9.00	60.30	10.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

APPENDIX E

DRIVEWAY DATA AND ANALYSES



	IN	OUT
AM	249	179
PM	490	447

O'ROURKE ENGINEERING & PLANNING

NTS

22 SE Seminole St
Stuart, Fl, 34994

Job #: MR18031.0 | Date: 6/25/20

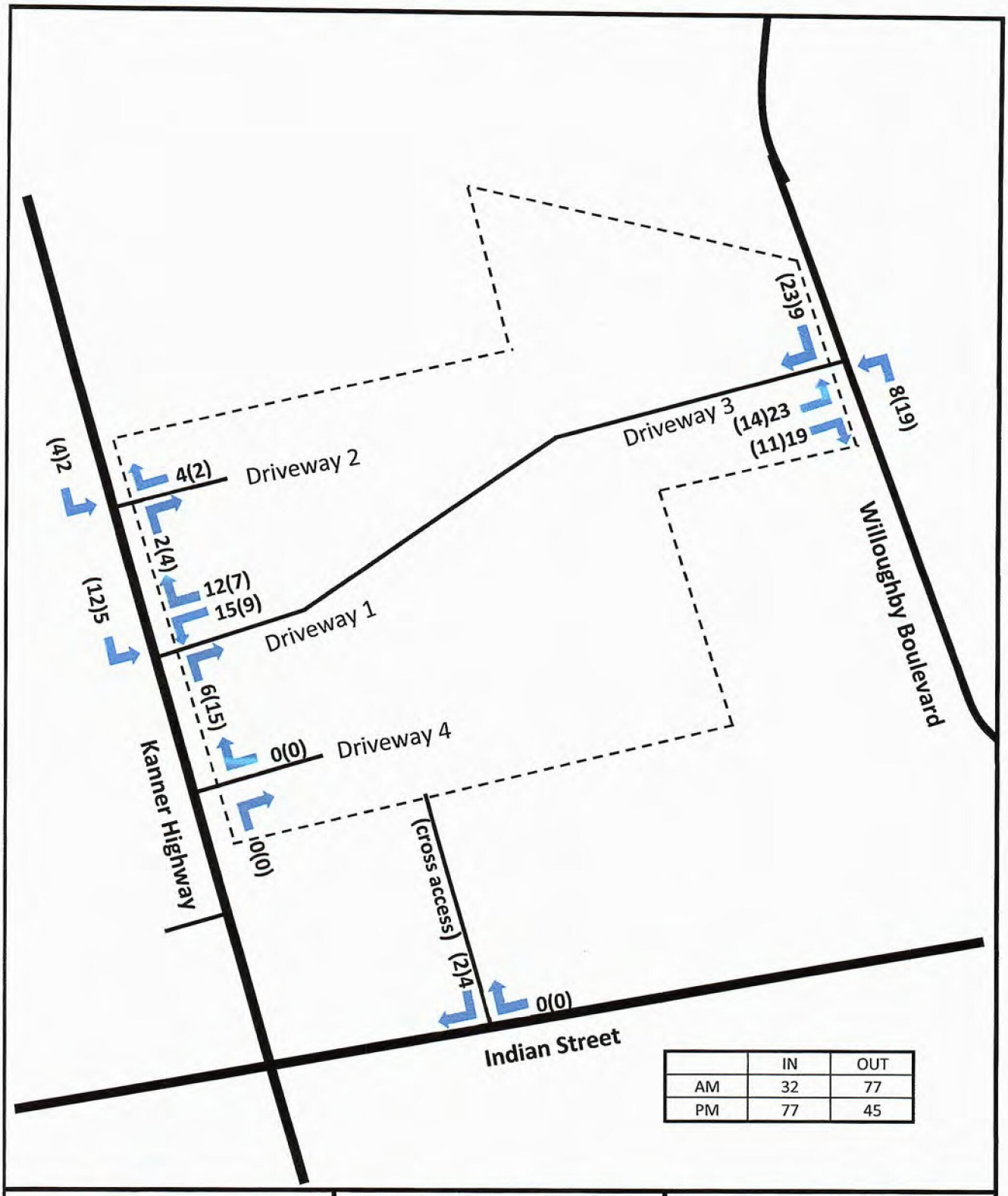
Legend

XX(XX) = AM(PM)
= Project Location
= Direction

Appendix E

Retail Driveway Volumes

M & M Retail



	IN	OUT
AM	32	77
PM	77	45

O'ROURKE ENGINEERING & PLANNING

NTS

22 SE Seminole St
Stuart, Fl, 34994

Job #: MR18031.0 | Date: 4/21/21

Legend

XX(XX) = AM(PM)

= Project Location

= Direction

Appendix E

Residential Driveway Volumes

M & M Retail

COUNTY: 89
STATION: 0114
DESCRIPTION: SR 76/COLORADO AVE - SW OF MONTEREY RD(COUNTY LINK
START DATE: 03/20/2019
START TIME: 0000

TIME	DIRECTION: N 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: S 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	36	36	28	16	116	19	12	20	19	70	186
0100	28	20	19	20	87	7	11	7	11	36	123
0200	14	11	4	7	36	19	16	4	11	50	86
0300	6	10	17	16	49	14	19	19	31	83	132
0400	17	20	25	25	87	30	37	43	50	160	247
0500	23	38	37	74	172	74	98	85	139	396	568
0600	72	95	148	134	449	150	172	175	206	703	1152
0700	163	230	254	298	945	277	296	253	269	1095	2040
0800	284	329	256	218	1087	265	186	240	198	889	1976
0900	230	218	224	229	901	172	188	184	212	756	1657
1000	245	224	214	224	907	215	197	224	191	827	1734
1100	241	234	229	284	988	210	203	229	218	860	1848
1200	245	270	259	275	1049	212	203	194	188	797	1846
1300	209	202	238	217	866	203	234	198	179	814	1680
1400	256	287	228	241	1012	187	248	218	202	855	1867
1500	270	250	254	276	1050	208	239	206	222	875	1925
1600	317	281	287	240	1125	226	203	212	244	885	2010
1700	275	260	271	292	1098	251	215	222	215	903	2001
1800	260	234	208	184	886	168	157	160	145	630	1516
1900	198	175	160	124	657	176	142	120	125	563	1220
2000	156	134	110	88	488	106	115	131	94	446	934
2100	79	85	82	70	316	108	101	85	77	371	687
2200	72	68	54	54	248	62	52	41	46	201	449
2300	22	52	59	52	185	32	37	23	20	112	297
24-HOUR TOTALS:					14804					13377	28181

PEAK VOLUME INFORMATION

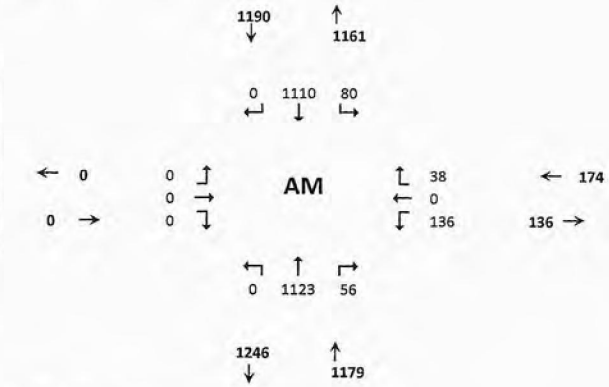
	DIRECTION: N HOUR	VOLUME	DIRECTION: S HOUR	VOLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	745	1167	700	1095	715	2149
P.M.	1545	1161	1645	932	1545	2024
DAILY	745	1167	700	1095	715	2149

GENERATED BY SPS 5.0.53P

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kanner Hwy
E/W STREET: Driveway 1
CONTROL:
FILENAME:
COUNT DATE: 3/20/2019
DAY: Wednesday
CITY: Stuart
INTERSECTION:
REPORT DATE: 12/16/2020
ANALYSIS YEAR: 2024

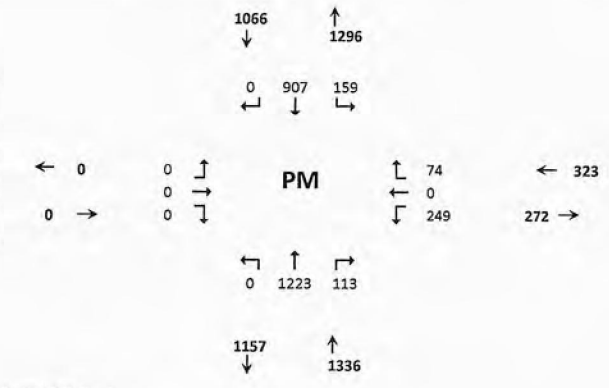
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	163	0	0	277	0	0	0	0	0	0	0	440	2040
7:15-7:30	0	230	0	0	296	0	0	0	0	0	0	0	526	2149
7:30-7:45	0	254	0	0	253	0	0	0	0	0	0	0	507	2138
7:45-8:00	0	298	0	0	269	0	0	0	0	0	0	0	567	2127
8:00-8:15	0	284	0	0	265	0	0	0	0	0	0	0	549	1976
8:15-8:30	0	329	0	0	186	0	0	0	0	0	0	0	515	
8:30-8:45	0	256	0	0	240	0	0	0	0	0	0	0	496	
8:45-9:00	0	218	0	0	198	0	0	0	0	0	0	0	416	
AM PEAK HOUR IS FROM:		7:15AM TO 8:15AM												
Volumes	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Season Factor	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Growth	0	1093	0	0	1110	0	0	0	0	0	0	0	2203	
In/Out	-	IN/OUT	IN	IN	-	-	-	-	-	OUT	-	OUT	-	
Res Percentage	0%	0%	20%	15%	0%	0%	0%	0%	0%	20%	0%	15%	0%	
Retail Percentage	0%	5%/10%	20%	30%	0%	0%	0%	0%	0%	35%	0%	15%	0%	
PROJECT	0	30	56	80	0	0	0	0	0	78	0	38	0	
MMHS										7				
Kanner ALF										51				
Total	0	1123	56	80	1110	0	0	0	0	136	0	38	2543	



Seasonal Factor: 1

	Retail	Residential
Trips In	249	32
Trips Out	179	77
Growth Rate:	1.005	
Years Grown:	5	

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	317	0	0	226	0	0	0	0	0	0	0	543	2010
4:15-4:30	0	281	0	0	203	0	0	0	0	0	0	0	484	1993
4:30-4:45	0	287	0	0	212	0	0	0	0	0	0	0	499	1984
4:45-5:00	0	240	0	0	244	0	0	0	0	0	0	0	484	1978
5:00-5:15	0	275	0	0	251	0	0	0	0	0	0	0	526	2001
5:15-5:30	0	260	0	0	215	0	0	0	0	0	0	0	475	
5:30-5:45	0	271	0	0	222	0	0	0	0	0	0	0	493	
5:45-6:00	0	292	0	0	215	0	0	0	0	0	0	0	507	
PM PEAK HOUR IS FROM:		4:00PM TO 5:00PM												
Volumes	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Season Factor	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Growth	0	1153	0	0	907	0	0	0	0	0	0	0	2061	
In/Out	-	IN/OUT	IN	IN	-	-	-	-	-	OUT	-	OUT	-	
Res Percentage	0%	0%	20%	15%	0%	0%	0%	0%	0%	20%	0%	15%	0%	
Retail Percentage	0%	5%/10%	20%	30%	0%	0%	0%	0%	0%	35%	0%	15%	0%	
Project	0	69	113	159	0	0	0	0	0	165	0	74		
MMHS										38				
Kanner ALF										46				
Total	0	1223	113	159	907	0	0	0	0	249	0	74	2725	



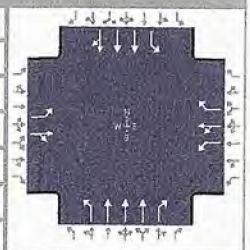
Seasonal Factor: 1

	Retail	Residential
Trips In:	490	77
Trips Out:	447	45
Growth Rate:	1.005	
Years Grown:	5	

Lane call out subject to FDOT permitting.

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Apr 21, 2021	Area Type	Other
Jurisdiction	Martin County	Time Period	AM	PHF	0.95
Urban Street	Kanner Highway	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Kanner & Driveway 1	File Name	Kanner and Driveway 1 - AM - Costco - 4.21.21.xus		
Project Description	Costco				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	2	2	2	136	1	38	10	1123	56	80	1110	1

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

								1	2	3	4	
Green	6.0	22.0	42.0	6.0	14.0	0.0						
Yellow	4.0	4.0	4.0	4.0	4.0	0.0						
Red	2.0	2.0	2.0	2.0	2.0	0.0		5	6	7	8	

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		10.0		9.0	2.0	3.0	2.0	4.0
Phase Duration, s		12.0		20.0	12.0	48.0	40.0	76.0
Change Period, ($Y+R_c$), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		3.1		3.0	3.0	0.0	3.0	0.0
Queue Clearance Time (g_s), s		2.3		6.4	2.7		6.2	
Green Extension Time (g_e), s		0.0		0.2	0.0	0.0	0.1	0.0
Phase Call Probability		1.00		1.00	1.00		1.00	
Max Out Probability		0.17		0.01	0.45		0.00	

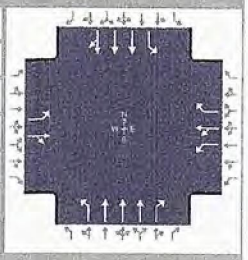
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	2	4		72	73	40	11	1182	59	84	780	390
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1743		1810	1811	1610	1810	1725	1610	1810	1900	1899
Queue Service Time (g_s), s	0.1	0.3		4.4	4.4	1.8	0.7	23.1	3.0	4.2	12.9	12.9
Cycle Queue Clearance Time (g_c), s	0.1	0.3		4.4	4.4	1.8	0.7	23.1	3.0	4.2	12.9	12.9
Green Ratio (*g/C*)	0.05	0.05		0.12	0.12	0.40	0.05	0.35	0.35	0.28	0.58	0.58
Capacity (*c*), veh/h	90	87		211	211	644	90	1811	564	513	2217	1108
Volume-to-Capacity Ratio (*X*)	0.023	0.048		0.339	0.344	0.062	0.116	0.653	0.105	0.164	0.352	0.352
Back of Queue (*Q*), ft/ln (95 th percentile)	2.7	5.4		87.6	88.9	30.5	13.6	365	52.4	81.1	223.3	227.8
Back of Queue (*Q*), veh/ln (95 th percentile)	0.1	0.2		3.5	3.6	1.2	0.5	14.6	2.1	3.2	8.9	9.1
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	54.2	54.3		48.7	48.8	22.2	54.5	32.9	26.3	32.3	13.1	13.1
Incremental Delay (d_2), s/veh	0.0	0.1		0.4	0.4	0.0	0.2	1.8	0.4	0.1	0.4	0.9
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	54.3	54.4		49.1	49.1	22.2	54.7	34.7	26.7	32.4	13.5	14.0
Level of Service (LOS)	D	D		D	D	C	D	C	C	C	B	B
Approach Delay, s/veh / LOS	54.3	D		43.3	D		34.5	C		14.9	B	
Intersection Delay, s/veh / LOS	26.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.74	C	2.62	C	2.12	B	1.89	B
Bicycle LOS Score / LOS	0.50	A	0.79	A	1.18	A	1.18	A

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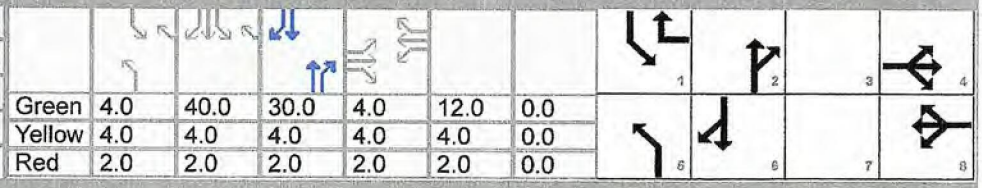
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering & Planning			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Mar 16, 2021	Area Type	Other
Jurisdiction	Martin County	Time Period	PM	PHF	0.95
Urban Street	Kanner Highway	Analysis Year	2024	Analysis Period	1> 7:00
Intersection	Kanner & Driveway 1	File Name	Kanner and Driveway 1 - PM - Costco - 4.21.21.xus		
Project Description	Costco				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	2	2	2	249	1	74	10	1223	113	159	907	1

Signal Information			
Cycle, s	120.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	No	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	4.0	40.0	30.0	4.0	12.0	0.0
Yellow	4.0	4.0	4.0	4.0	4.0	0.0
Red	2.0	2.0	2.0	2.0	2.0	0.0

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		4		8	5	2	1	6
Case Number		10.0		9.0	2.0	3.0	2.0	4.0
Phase Duration, s		10.0		18.0	10.0	36.0	56.0	82.0
Change Period, (*Y+R c*), s		6.0		6.0	6.0	6.0	6.0	6.0
Max Allow Headway (*MAH*), s		3.1		3.0	3.0	0.0	3.0	0.0
Queue Clearance Time (*g s*), s		2.3		10.5	2.7		7.6	
Green Extension Time (*g e*), s		0.0		0.1	0.0	0.0	0.3	0.0
Phase Call Probability		1.00		1.00	1.00		1.00	
Max Out Probability		1.00		1.00	1.00		0.00	

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (*v*), veh/h	2	4		131	132	78	11	1287	66	167	637	318
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1743		1810	1810	1610	1810	1725	1610	1810	1900	1899
Queue Service Time (*g s*), s	0.1	0.3		8.4	8.5	2.9	0.7	29.8	3.9	5.6	4.0	4.0
Cycle Queue Clearance Time (*g c*), s	0.1	0.3		8.4	8.5	2.9	0.7	29.8	3.9	5.6	4.0	4.0
Green Ratio (*g/C*)	0.03	0.03		0.10	0.10	0.52	0.03	0.25	0.25	0.42	0.63	0.63
Capacity (*c*), veh/h	60	58		181	181	832	60	1294	403	754	2407	1203
Volume-to-Capacity Ratio (*X*)	0.035	0.072		0.724	0.730	0.094	0.175	0.995	0.165	0.222	0.265	0.265
Back of Queue (Q), ft/ln (95 th percentile)	2.8	5.6		193.3	195.2	46.3	14	505.5	71.1	98.5	60.5	64.9
Back of Queue (Q), veh/ln (95 th percentile)	0.1	0.2		7.7	7.8	1.9	0.6	20.2	2.8	3.9	2.4	2.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (*d 1*), s/veh	56.1	56.2		52.4	52.4	14.7	56.4	39.9	35.2	16.8	3.7	3.8
Incremental Delay (*d 2*), s/veh	0.1	0.2		11.8	12.3	0.0	0.5	23.8	0.9	0.1	0.3	0.5
Initial Queue Delay (*d 3*), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	56.2	56.4		64.2	64.7	14.7	56.9	63.8	36.1	16.9	4.0	4.3
Level of Service (LOS)	E	E		E	E	B	E	E	D	B	A	A
Approach Delay, s/veh / LOS	56.3	E		53.1	D		62.4	E		6.0	A	
Intersection Delay, s/veh / LOS	38.9						D					

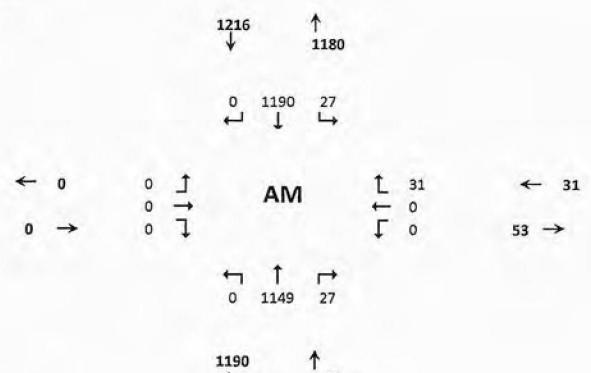
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.81	C	2.62	C	2.13	B	1.88	B
Bicycle LOS Score / LOS	0.50	A	1.05	A	1.24	A	1.11	A

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TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kanner Hwy
E/W STREET: Driveway 2
CONTROL:
FILENAME:
COUNT DATE: 4/27/2017
DAY: Thursday
CITY: Stuart
INTERSECTION:
REPORT DATE: 5/2/2017
ANALYSIS YEAR: 2024

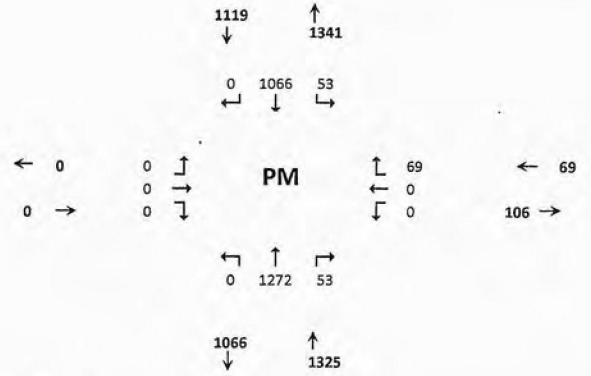
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	163	0	0	277	0	0	0	0	0	0	0	440	2040
7:15-7:30	0	230	0	0	296	0	0	0	0	0	0	0	526	2149
7:30-7:45	0	254	0	0	253	0	0	0	0	0	0	0	507	2138
7:45-8:00	0	298	0	0	269	0	0	0	0	0	0	0	567	2127
8:00-8:15	0	284	0	0	265	0	0	0	0	0	0	0	549	1976
8:15-8:30	0	329	0	0	186	0	0	0	0	0	0	0	515	
8:30-8:45	0	256	0	0	240	0	0	0	0	0	0	0	496	
8:45-9:00	0	218	0	0	198	0	0	0	0	0	0	0	416	
AM PEAK HOUR IS FROM:			7:15AM TO 8:15AM											
Volumes	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Season Factor	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Growth	0	1093	0	0	1110	0	0	0	0	0	0	0	2203	
In/Out	-	OUT	IN	IN	IN	-	-	-	-	-	-	OUT	-	
Res Percentage	0%	15%	5%	5%	15%	0%	0%	0%	0%	0%	0%	5%	0%	
Retail Percentage	0%	25%	10%	10%	30%	0%	0%	0%	0%	0%	0%	15%	0%	
PROJECT	0	56	27	27	80	0	0	0	0	0	0	31	0	
Total	0	1149	27	27	1190	0	0	0	0	0	0	31	2423	



Seasonal Factor: 1

	Retail	Residential
Trips In	249	32
Trips Out	179	77
Growth Rate:	1.005	
Years Grown:	5	

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	317	0	0	226	0	0	0	0	0	0	0	543	2010
4:15-4:30	0	281	0	0	203	0	0	0	0	0	0	0	484	1993
4:30-4:45	0	287	0	0	212	0	0	0	0	0	0	0	499	1984
4:45-5:00	0	240	0	0	244	0	0	0	0	0	0	0	484	1978
5:00-5:15	0	275	0	0	251	0	0	0	0	0	0	0	526	2001
5:15-5:30	0	260	0	0	215	0	0	0	0	0	0	0	475	
5:30-5:45	0	271	0	0	222	0	0	0	0	0	0	0	493	
5:45-6:00	0	292	0	0	215	0	0	0	0	0	0	0	507	
PM PEAK HOUR IS FROM:			4:00PM TO 5:00PM											
Volumes	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Season Factor	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Growth	0	1153	0	0	907	0	0	0	0	0	0	0	2061	
In/Out	-	OUT	IN	IN	IN	-	-	-	-	-	-	OUT	-	
Res Percentage	0%	15%	5%	5%	15%	0%	0%	0%	0%	0%	0%	5%	0%	
Retail Percentage	0%	25%	10%	10%	30%	0%	0%	0%	0%	0%	0%	15%	0%	
Project	0	119	53	53	159	0	0	0	0	0	0	69		
Total	0	1272	53	53	1066	0	0	0	0	0	0	69	2513	



Seasonal Factor: 1

	Retail	Residential
Trips In:	490	77
Trips Out:	447	45
Growth Rate:	1.005	
Years Grown:	5	

05242021 CCM
E-7
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HCS7 Two-Way Stop-Control Report

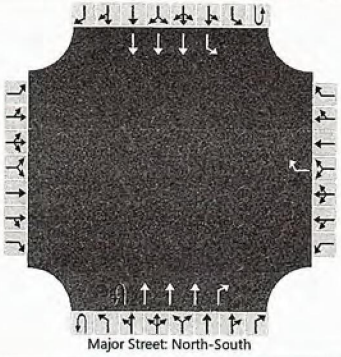
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/21/2021
Analysis Year	2024
Time Analyzed	AM
Intersection Orientation	North-South
Project Description	Costco

Site Information

Intersection	Kanner Hwy & Driveway 2
Jurisdiction	Martin County
East/West Street	Driveway 2
North/South Street	Kanner Hwy
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	1	0	3	1	0	1	3	0
Configuration								R	U		T	R		L	T	
Volume (veh/h)								31	0		1149	27	0	27	1190	
Percent Heavy Vehicles (%)								3	3				3	3		
Proportion Time Blocked								0.250						0.250		
Percent Grade (%)						0										
Right Turn Channelized						Yes					No					
Median Type | Storage						Left Only					1					

Critical and Follow-up Headways

Base Critical Headway (sec)								7.1	5.6					5.3		
Critical Headway (sec)								7.16	5.66					5.36		
Base Follow-Up Headway (sec)								3.3	2.3					3.1		
Follow-Up Headway (sec)								3.33	2.33					3.13		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)								33	0					28		
Capacity, c (veh/h)								811	486					736		
v/c Ratio								0.04	0.00					0.04		
95% Queue Length, Q_{95} (veh)								0.1	0.0					0.1		
Control Delay (s/veh)								9.6	12.4					10.1		
Level of Service (LOS)								A	B					B		
Approach Delay (s/veh)						9.6				0.0				0.2		
Approach LOS						A										

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HCS7 Two-Way Stop-Control Report

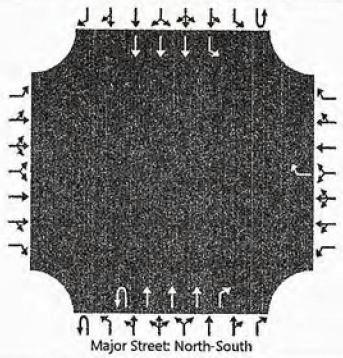
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/16/2021
Analysis Year	2024
Time Analyzed	PM
Intersection Orientation	North-South
Project Description	Costco

Site Information

Intersection	Kanner Hwy & Driveway 2
Jurisdiction	Martin County
East/West Street	Driveway 2
North/South Street	Kanner Hwy
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	1	0	3	1	0	1	3	0
Configuration								R	U		T	R		L	T	
Volume (veh/h)								69	0		1272	53	0	53	1066	
Percent Heavy Vehicles (%)								3	3				3	3		
Proportion Time Blocked								0.250						0.250		
Percent Grade (%)						0										
Right Turn Channelized						No					No					
Median Type | Storage						Left Only						1				

Critical and Follow-up Headways

Base Critical Headway (sec)								7.1	5.6					5.3		
Critical Headway (sec)								7.16	5.66					5.36		
Base Follow-Up Headway (sec)								3.3	2.3					3.1		
Follow-Up Headway (sec)								3.33	2.33					3.13		

Delay, Queue Length, and Level of Service

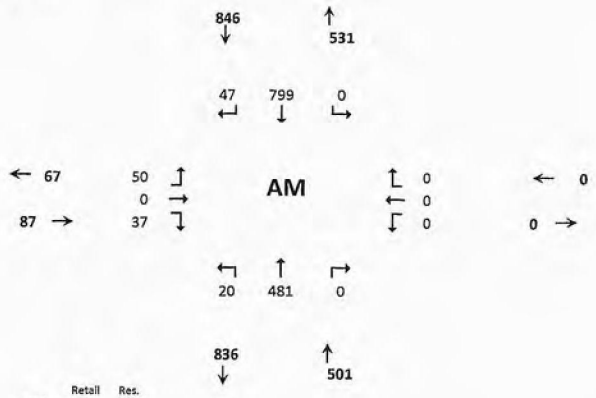
Flow Rate, v (veh/h)								73	0					56		
Capacity, c (veh/h)								811	549					588		
v/c Ratio								0.09	0.00					0.09		
95% Queue Length, Q_{95} (veh)								0.3	0.0					0.3		
Control Delay (s/veh)								9.9	11.6					11.8		
Level of Service (LOS)								A	B					B		
Approach Delay (s/veh)						9.9					0.0				0.6	
Approach LOS						A										

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TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Willoughby Blvd
E/W STREET: Driveway 3
CONTROL: TWSC
FILENAME:
COUNT DATE: 2019
DAY: Thursday
CITY: Stuart
INTERSECTION:
REPORT DATE: 1/15/2020
ANALYSIS YEAR: 2024

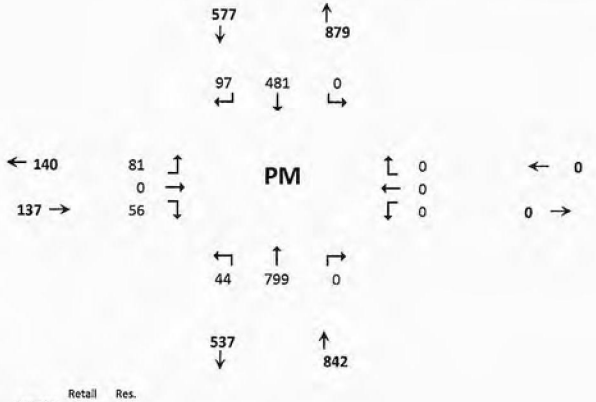
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15-7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30-7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45-8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00-8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15-8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:30-8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:45-9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	
AM PEAK HOUR IS FROM:	7:00AM TO 8:00AM													
Volumes	0	401	0	0	666	0	0	0	0	0	0	0	0	
Season Factor	0	401	0	0	666	0	0	0	0	0	0	0	1067	
Growth	0	481	0	0	799	0	0	0	0	0	0	0	1280	
In/Out	IN	-	-	-	-	IN	OUT	-	OUT	-	-	-	-	
Retail Percent	5%	0%	0%	0%	0%	15%	15%	0%	10%	0%	0%	0%	0%	
Res. Percent	25%	0%	0%	0%	0%	30%	30%	0%	25%	0%	0%	0%	0%	
Retail Trips	12	0	0	0	0	37	27	0	18	0	0	0	0	
Res. Trips	8	0	0	0	0	10	23	0	19	0	0	0	0	
Total	20	481	0	0	799	47	50	0	37	0	0	0	1434	



	Retail	Res.
Trips In	249	32
Trips Out	179	77

Seasonal Factor: 1
Growth Rate: 1.037
Years Grown: 5

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15-4:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30-4:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45-5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00-5:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15-5:30	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:30-5:45	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:45-6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	
PM PEAK HOUR IS FROM:	4:00PM TO 5:00PM													
Volumes	0	666	0	0	401	0	0	0	0	0	0	0	0	
Season Factor	0	666	0	0	401	0	0	0	0	0	0	0	1067	
Growth	0	799	0	0	481	0	0	0	0	0	0	0	1280	
In/Out	IN	-	-	-	-	IN	OUT	-	OUT	-	-	-	-	
Retail Percent	5%	0%	0%	0%	0%	15%	15%	0%	10%	0%	0%	0%	0%	
Res. Percent	25%	0%	0%	0%	0%	30%	30%	0%	25%	0%	0%	0%	0%	
Retail Trips	25	0	0	0	0	74	67	0	45	0	0	0	0	
Res. Trips	19	0	0	0	0	23	14	0	11	0	0	0	0	
Total	44	799	0	0	481	97	81	0	56	0	0	0	1556	



	Retail	Res.
Trips In:	490	77
Trips Out:	447	45

Seasonal Factor: 1
Growth Rate: 1.037
Years Grown: 5

HCS7 Two-Way Stop-Control Report

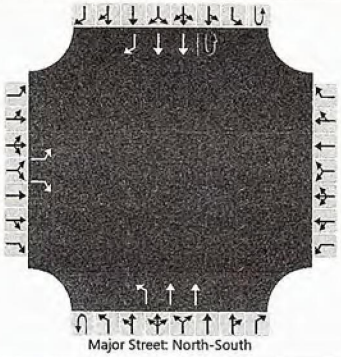
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/21/2021
Analysis Year	2024
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Costco

Site Information

Intersection	Driveway 3 & Willoughby
Jurisdiction	Martin County
East/West Street	Driveway 3
North/South Street	Willoughby Blvd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	2	0	1	0	2	1
Configuration		L		R						L	T		U		T	R
Volume (veh/h)		50		37					0	20	481		0		799	47
Percent Heavy Vehicles (%)		3		3					3	3			3			
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1			6.4			
Critical Headway (sec)		6.86		6.96						4.16			6.46			
Base Follow-Up Headway (sec)		3.5		3.3						2.2			2.5			
Follow-Up Headway (sec)		3.53		3.33						2.23			2.53			

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		54		40						22			0			
Capacity, c (veh/h)		290		567						732			665			
v/c Ratio		0.19		0.07						0.03			0.00			
95% Queue Length, Q_{95} (veh)		0.7		0.2						0.1			0.0			
Control Delay (s/veh)		20.3		11.8						10.1			10.4			
Level of Service (LOS)		C		B						B			B			
Approach Delay (s/veh)		16.7								0.4				0.0		
Approach LOS		C														

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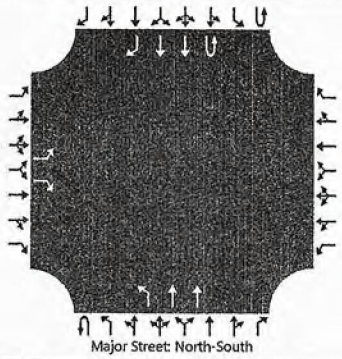
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/16/2021
Analysis Year	2024
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Costco

Site Information

Intersection	Driveway 3 & Willoughby
Jurisdiction	Martin County
East/West Street	Driveway 3
North/South Street	Willoughby Blvd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	2	0	1	0	2	1
Configuration		L		R						L	T		U		T	R
Volume (veh/h)		81		56					0	44	799		0		481	97
Percent Heavy Vehicles (%)		3		3					3	3			3			
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1			6.4			
Critical Headway (sec)		6.86		6.96						4.16			6.46			
Base Follow-Up Headway (sec)		3.5		3.3						2.2			2.5			
Follow-Up Headway (sec)		3.53		3.33						2.23			2.53			

Delay, Queue Length, and Level of Service

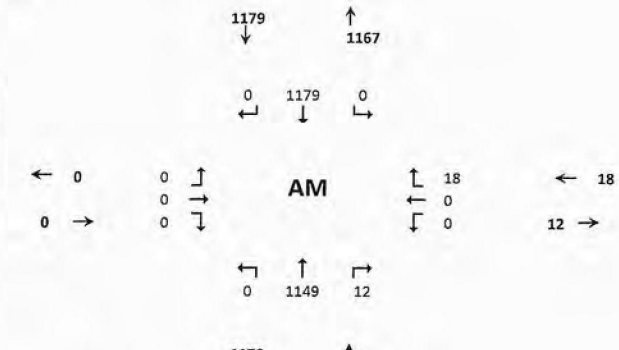
Flow Rate, v (veh/h)		88		61						48			0			
Capacity, c (veh/h)		341		734						943			400			
v/c Ratio		0.26		0.08						0.05			0.00			
95% Queue Length, Q_{95} (veh)		1.0		0.3						0.2			0.0			
Control Delay (s/veh)		19.2		10.3						9.0			14.0			
Level of Service (LOS)		C		B						A			B			
Approach Delay (s/veh)		15.6								0.5				0.0		
Approach LOS		C														

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TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kanner Hwy
E/W STREET: Driveway 4
CONTROL:
FILENAME:
COUNT DATE: 3/20/2019
DAY: Wednesday
CITY: Stuart
INTERSECTION:
REPORT DATE: 12/16/2020
ANALYSIS YEAR: 2024

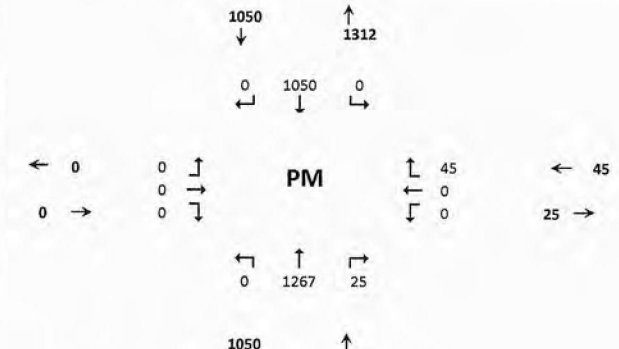
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	163	0	0	277	0	0	0	0	0	0	0	440	2040
7:15-7:30	0	230	0	0	296	0	0	0	0	0	0	0	526	2149
7:30-7:45	0	254	0	0	253	0	0	0	0	0	0	0	507	2138
7:45-8:00	0	298	0	0	269	0	0	0	0	0	0	0	567	2127
8:00-8:15	0	284	0	0	265	0	0	0	0	0	0	0	549	1976
8:15-8:30	0	329	0	0	186	0	0	0	0	0	0	0	515	
8:30-8:45	0	256	0	0	240	0	0	0	0	0	0	0	496	
8:45-9:00	0	218	0	0	198	0	0	0	0	0	0	0	416	
AM PEAK HOUR IS FROM:	7:15AM TO 8:15AM													
Volumes	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Season Factor	0	1066	0	0	1083	0	0	0	0	0	0	0	2149	
Growth	0	1093	0	0	1110	0	0	0	0	0	0	0	2203	
In/Out	-	IN	IN	-	OUT	-	-	-	-	-	-	OUT	-	
Retail Percent	0%	20%	5%	0%	30%	0%	0%	0%	0%	0%	0%	10%	0%	
Res. Percent	0%	20%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	
Retail Trips	0	50	12	0	54	0	0	0	0	0	0	18	**0**	
Res. Trips	0	6	0	0	15	0	0	0	0	0	0	0	**0**	
Total	0	1149	12	0	1179	0	0	0	0	0	0	18	2359	



	Retail	Res.
Trips In	249	32
Trips Out	179	77

Seasonal Factor: 1
Growth Rate: 1.005
Years Grown: 5

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	317	0	0	226	0	0	0	0	0	0	0	543	2010
4:15-4:30	0	281	0	0	203	0	0	0	0	0	0	0	484	1993
4:30-4:45	0	287	0	0	212	0	0	0	0	0	0	0	499	1984
4:45-5:00	0	240	0	0	244	0	0	0	0	0	0	0	484	1978
5:00-5:15	0	275	0	0	251	0	0	0	0	0	0	0	526	2001
5:15-5:30	0	260	0	0	215	0	0	0	0	0	0	0	475	
5:30-5:45	0	271	0	0	222	0	0	0	0	0	0	0	493	
5:45-6:00	0	292	0	0	215	0	0	0	0	0	0	0	507	
PM PEAK HOUR IS FROM:	4:00PM TO 5:00PM													
Volumes	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Season Factor	0	1125	0	0	885	0	0	0	0	0	0	0	2010	
Growth	0	1153	0	0	907	0	0	0	0	0	0	0	2061	
In/Out	-	IN	IN	-	OUT	-	-	-	-	-	-	OUT	-	
Retail Percent	0%	20%	5%	0%	30%	0%	0%	0%	0%	0%	0%	10%	0%	
Res. Percent	0%	20%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	
Retail Trips	0	98	25	0	134	0	0	0	0	0	0	45	**0**	
Res. Trips	0	15	0	0	9	0	0	0	0	0	0	0	**0**	
Total	0	1267	25	0	1050	0	0	0	0	0	0	45	2386	



	Retail	Res.
Trips In:	490	77
Trips Out:	447	45

Seasonal Factor: 1
Growth Rate: 1.005
Years Grown: 5

HCS7 Two-Way Stop-Control Report

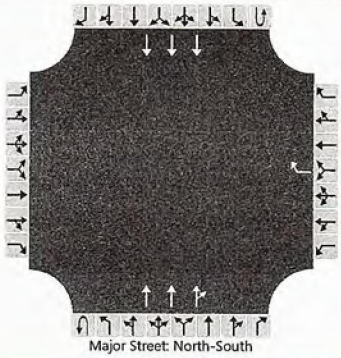
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/21/2021
Analysis Year	2024
Time Analyzed	AM
Intersection Orientation	North-South
Project Description	M&M Retail

Site Information

Intersection	Kanner Hwy & Driveway 4
Jurisdiction	Martin County
East/West Street	Driveway 4
North/South Street	Kanner Hwy
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	3	0	0	0	3	0
Configuration								R			T	TR			T	
Volume (veh/h)								18			1149	12			1179	
Percent Heavy Vehicles (%)								3								
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized						Yes										
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)								7.1								
Critical Headway (sec)								7.16								
Base Follow-Up Headway (sec)								3.3								
Follow-Up Headway (sec)								3.33								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)								19								
Capacity, c (veh/h)								420								
v/c Ratio								0.05								
95% Queue Length, Q_{95} (veh)								0.1								
Control Delay (s/veh)								14.0								
Level of Service (LOS)								B								
Approach Delay (s/veh)						14.0										
Approach LOS						B										

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HCS7 Two-Way Stop-Control Report

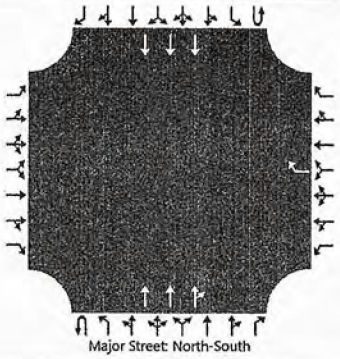
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	3/16/2021
Analysis Year	2024
Time Analyzed	PM
Intersection Orientation	North-South
Project Description	M&M Retail

Site Information

Intersection	Kanner Hwy & Driveway 4
Jurisdiction	Martin County
East/West Street	Driveway 4
North/South Street	Kanner Hwy
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	1	0	0	3	0	0	0	3	0
Configuration								R			T	TR			T	
Volume (veh/h)								45			1267	25			1050	
Percent Heavy Vehicles (%)								3								
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized						No										
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)								7.1								
Critical Headway (sec)								7.16								
Base Follow-Up Headway (sec)								3.3								
Follow-Up Headway (sec)								3.33								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)								47								
Capacity, c (veh/h)								377								
v/c Ratio								0.13								
95% Queue Length, Q_{95} (veh)								0.4								
Control Delay (s/veh)								15.9								
Level of Service (LOS)								C								
Approach Delay (s/veh)						15.9										
Approach LOS						C										

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O'ROURKE
ENGINEERING & PLANNING

LAND USE PLAN AMENDMENT

TRAFFIC ANALYSIS

Prepared for:

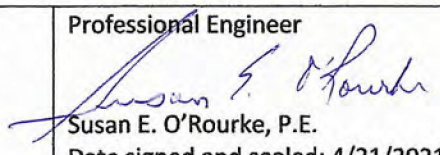
Mr. Joe Marino
M & M Retail Partners, LLC.
Lodi, NJ 07644

Prepared by:

O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, Florida 34994
(772) 781-7918

December 18, 2020
Revised March 16, 2021
Revised April 21, 2021

MR18031.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 4/21/2021 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

December 18, 2020

Mr. Joe Marino
M & M Retail Partners, LLC.
Lodi, NJ 07644

Re: Land Use Plan Amendment Traffic Analysis

Dear Mr. Marino:

O'Rourke Engineering & Planning has completed the traffic analysis of the proposed land use plan amendment for a change of 48.97 acres from Low Density Residential to a Neighborhood Special District category. The parcels affected by the land use plan amendment are located on SR-76 (Kanner Highway) in the city of Stuart, Martin County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you, if you have any questions or comments, please do not hesitate to contact our office.

Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING

Susan E. O'Rourke, P.E.
Registered Civil Engineer – Traffic

C6 – LUPA Report – Costco – 4.21.21

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APPENDICES

APPENDIX A: Roadway Network Data/Non-Motorized and Transit Data
APPENDIX B: Internal Capture Matrices / Pass-By Calculation
APPENDIX C: Martin County 2019 Roadway Level of Service Inventory Report and Martin County 2040 Roadway Level of Service Inventory Report

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed land use plan amendment of 48.97-acres. The following components were addressed:

- Summary of the project description; existing land use and proposed land use
- Summary of road network, existing and 2045
- Assessment of the change in trip generation
- Summary of 2025 traffic volumes
- Assessment of net change in 2045 impact

Each of these components is outlined herein.

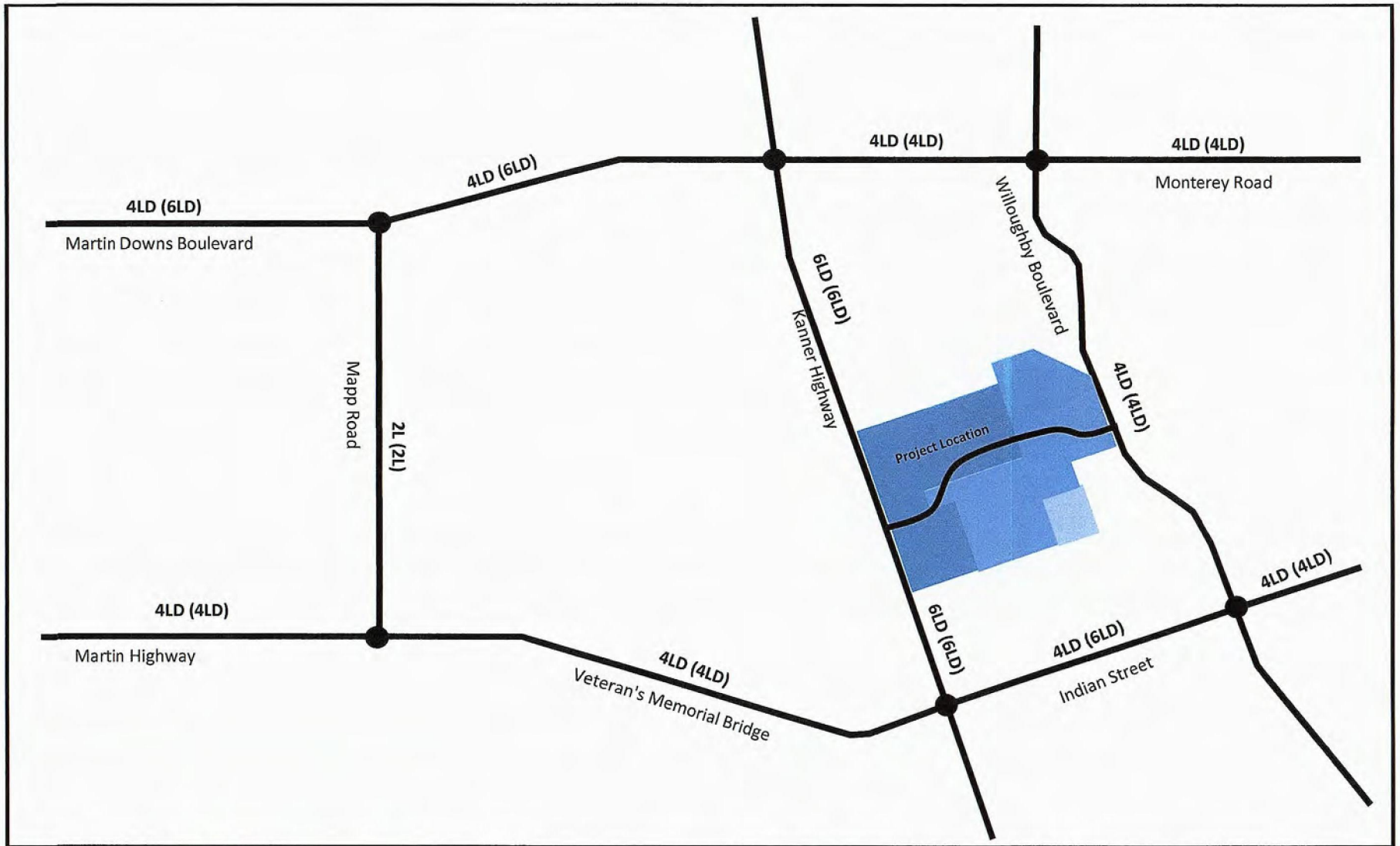
PROJECT DESCRIPTION

The proposed land use plan amendment involves parcels of land located on SR-76 (Kanner Highway) in the city of Stuart, Martin County, Florida. The project location and lanes are shown in **Figure 1**.

The existing future land use designation of the 48.97-acres was previously Low Density Residential in the Martin County Future Land Use Map. The parcels were annexed by the City of Stuart on January 17, 2017. The future land use of the parcels has not been designated by the City of Stuart, therefore, the previous Existing Land Use from Martin County was considered in the analysis. Under the existing future land use a maximum of 5 dwelling units per acre is allowed, allowing for a total of 244 single-family dwelling units.

The future land use would be amended to Neighborhood Special District allowing 398 multi-family dwelling units and 193,021 square feet of Non-Residential Development.

The analysis of the project impacts in the five-year period and the long-range scenario, 2045 are discussed herein.



N NTS	O'ROURKE ENGINEERING & PLANNING 22 SE Seminole St Stuart, FL, 34994	Legend ● = Signalized Intersection 4LD = Roadway Laneage = Project Location (4LD) = 2045 Lanes
Job Number: MR18031.0	Date: 12/18/20	

Figure 1
Project Location
M&M Retail

ROADWAY NETWORK

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

SR-714 (Monterey Road/Palm City Bridge) is a four-lane divided major arterial with a general east/west alignment. From Matheson to Palm City Road is included in the Cost Feasible Plan for 6 laning.

Indian Street is a four-lane divided major arterial with a primarily east/west alignment.

SR 76 (Kanner Highway) is a six- lane, divided major arterial from I-95 to US-1. It has a generally east/west alignment from west of I-95 to I-95 and then travels in a generally north/south alignment.

CR-714 (Veteran's Memorial Bridge) is a four-lane divided major arterial with a primarily east/west alignment.

Appendix A includes the roadway network information to include the 2045 LRTP Cost Feasible Network and the non-motorized transit facilities.

MAXIMUM ALLOWABLE USE/TRIP GENERATION

To determine the worst-case scenario from a traffic standpoint, the trip generation for allowable uses under each existing and future land use were calculated. The Existing Future Land Use is Low Density Residential which allows for up to 244 single-family dwelling units. The trip generation for the existing future land use is shown in **Table 1a, 1b,** and **1c** for the daily, AM peak hour and PM peak hours, respectively.

The Proposed Future Land Use will be Neighborhood Special District. Under this land use there would be a cap limiting development of 193,021 square feet of retail or equivalent and 398 multi-family dwelling units. **Table 2a, 2b,** and **2c** summarizes the trip generation for the proposed future land use for the daily, AM peak hour and PM peak hours, respectively. The internal capture matrices for the proposed future land use are included in **Appendix B**. **Table 3** summarizes the net change in trips.

As shown, the existing future land use generates 2,362 daily trips; 178 AM Peak hour trips and 239 PM Peak hour trips. Under the proposed future land use, the site generates 7,410 daily trips; 341 AM Peak hour trips and 668 PM peak hour trips. The change in trips between the Proposed and Existing future land uses is an increase of 5,048 daily trips; 163 AM peak hour trips and 429 PM peak hour trips.

Table 1 - Trip Generation - Existing FLU

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Single Family Detached	210	244	DU	Ln(T)=0.92Ln(X)+2.71	50%	50%	1,181	1,181	2,362
TOTALS							**1,181**	**1,181**	**2,362**

Source: ITE 10th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Single Family Detached	210	244	DU	T=0.71(X)+4.80	25%	75%	45	133	178
TOTALS							**45**	**133**	**178**

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Single Family Detached	210	244	DU	Ln(T)=0.96Ln(X)+0.20	63%	37%	151	88	239
TOTALS							**151**	**88**	**239**

Source: ITE 10th Edition Trip Generation Rates

Table 2 - Trip Generation - Proposed FLU

Table 2a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Multifamily Housing (Mid-Rise)	221	398	DU	T = 5.45(X) - 1.75	50%	50%	1,084	1,083	2,167	76	228	304	14.0%	1,008	855	1,863	-	-	-	0.0%	1,008	855	1,863
Shopping Center	820	16,750	Sft	Ln(T) = 0.68Ln(X) + 5.57	50%	50%	892	892	1,784	47	121	168	9.4%	845	771	1,616	388	388	776	48.0%	457	383	840
Discount Club	857	157,531	Sft	T = 41.80(X)	50%	50%	3,293	3,292	6,585	174	445	619	9.4%	3,119	2,847	5,966	1,163	1,163	2,326	39.0%	1,956	1,684	3,640
Fast Food (w/ Drive Thru)	934	2,500	Sft	T = 470.95(X)	50%	50%	589	588	1,177	299	104	403	34.2%	290	484	774	190	189	379	49.0%	100	295	395
High-Turnover (Sit-Down) Restaurant	932	16,240	Sft	T = 112.18(X)	50%	50%	911	911	1,822	462	160	622	34.1%	449	751	1,200	264	264	528	44.0%	185	487	672
Retail Sub Total							**5,685**	**5,683**	**11,368**	**982**	**830**	**1,812**	**15.9%**	**4,703**	**4,853**	**9,556**	**2,005**	**2,004**	**4,009**	**42.0%**	**2,698**	**2,849**	**5,547**
TOTALS		**193,021**					**6,769**	**6,766**	**13,535**	**1,058**	**1,058**	**2,116**	**15.6%**	**5,711**	**5,708**	**11,419**	**2,005**	**2,004**	**4,009**	**35.1%**	**3,706**	**3,704**	**7,410**

Source: ITE 10th Edition Trip Generation Rates
Total 162,020 w/ OutdoorVestibule 4,489

Table 2b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Multifamily Housing (Mid-Rise)	221	398	DU	Ln(T) = 0.98Ln(X) - 0.98	26%	74%	35	98	133	3	21	24	18.0%	32	77	109	-	-	-	0.0%	32	77	109
Shopping Center	820	16,750	Sft	T = 0.50(X) + 151.78	62%	38%	99	61	160	9	8	17	10.6%	90	53	143	35	34	69	48.0%	55	19	74
Discount Club	857	157,531	Sft	T = 0.49(X)	70%	30%	54	23	77	4	4	8	10.4%	50	19	69	14	13	27	39.0%	36	6	42
Fast Food (w/ Drive Thru)	934	2,500	Sft	T = 40.19(X)	51%	49%	51	49	100	12	5	17	17.0%	39	44	83	21	20	41	49.0%	18	24	42
High-Turnover (Sit-Down) Restaurant	932	16,240	Sft	T = 9.94(X)	55%	45%	89	72	161	19	9	28	17.4%	70	63	133	30	29	59	44.0%	40	34	74
Retail Sub Total							**293**	**205**	**498**	**44**	**26**	**70**	**14.1%**	**249**	**179**	**428**	**100**	**96**	**196**	**45.8%**	**149**	**83**	**232**
TOTALS		**193,021**					**328**	**303**	**631**	**47**	**47**	**94**	**14.9%**	**281**	**256**	**537**	**100**	**96**	**196**	**36.5%**	**181**	**160**	**341**

Source: ITE 10th Edition Trip Generation Rates

Table 2c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips (1)				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Multifamily Housing (Mid-Rise)	221	398	DU	Ln(T)=0.96Ln(X)-0.63	61%	39%	102	65	167	25	20	45	26.9%	77	45	122	-	-	-	0.0%	77	45	122
Shopping Center	820	16,750	Sft	Ln(T) = 0.74Ln(X) + 2.89	48%	52%	70	75	145	4	7	11	7.6%	66	68	134	32	33	65	48.0%	34	35	69
Discount Club	857	157,531	Sft	T = 4.18(X)	50%	50%	329	329	658	19	29	48	7.3%	310	300	610	119	119	238	39.0%	191	181	372
Fast Food (w/ Drive Thru)	934	2,500	Sft	T = 32.67(X)	52%	48%	43	39	82	10	7	17	20.7%	33	32	65	16	16	32	49.0%	17	16	33
High-Turnover (Sit-Down) Restaurant	932	16,240	Sft	T = 9.77(X)	62%	38%	99	60	159	18	13	31	19.5%	81	47	128	28	28	56	44.0%	53	19	72
Retail Sub Total							**541**	**503**	**1,044**	**51**	**56**	**107**	**10.2%**	**490**	**447**	**937**	**195**	**196**	**391**	**41.7%**	**295**	**251**	**546**
TOTALS		**193,021**					**643**	**568**	**1,211**	**76**	**76**	**152**	**12.6%**	**567**	**492**	**1,059**	**195**	**196**	**391**	**36.9%**	**372**	**296**	**668**

Source: ITE 10th Edition Trip Generation Rates
(1) ITE Pairings reduced. Residential to Retail from 42 to 20 and Retail to Residential from 46 to 15, Residential to Restaurant from 21 to 10 and Restaurant to Residential from 18 to 10, Restuarant to Retail from 41 to 10 and Retail to Restaurant from 29 to 15 to avoid overstating internal capture for PM Peak Hour and Daily

Table 3 Trip Generation Proposed FLU - Existing FLU

Table 3a- Daily

Description	Gross Trips			Daily Net New Trips		
	In	Out	Total	In	Out	Total
Proposed FLU	6,769	6,766	13,535	3,706	3,704	7,410
Existing FLU	1,181	1,181	2,362	1,181	1,181	2,362
Net Change	**5,588**	**5,585**	**11,173**	**2,525**	**2,523**	**5,048**

Table 3b- AM Peak Hour

Description	Gross Trips			AM Net New Trips		
	In	Out	Total	In	Out	Total
Proposed FLU	328	303	631	181	160	341
Existing FLU	45	133	178	45	133	178
Net Change	**283**	**170**	**453**	**136**	**27**	**163**

Table 3c - PM Peak Hour

Description	Gross Trips			PM Net New Trips		
	In	Out	Total	In	Out	Total
Proposed FLU	643	568	1,211	372	296	668
Existing FLU	151	88	239	151	88	239
Net Change	**492**	**480**	**972**	**221**	**208**	**429**

PROJECT ASSIGNMENT

The project traffic was distributed by general geographic direction and then assigned to the roadway network. This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. **Figure 2a** and **Figure 2b** show the project assignment for the retail and residential uses, respectively.

STUDY AREA

The study area was defined as the area upon which the project traffic (the net increase in traffic) represented 5% or more on the roadway link, the adjacent links and any currently failing link. **Table 4a** and **4b** summarize the project % impact on the 2045 long range cost feasible roadway network.

LONG RANGE ANALYSIS – 2040/2045

The 2045 LRTP has been adopted. However, 2045 future traffic volumes have not been available. Therefore, the 2045 volumes were used as the best available for this analysis. To determine the impact of the change in traffic for the 2045 long term analysis, the projected 2040 daily volume from the Martin County 2040 Roadway Level of Service Inventory Report were converted to peak hour directional volumes using the K and D factors obtained from the FDOT Florida Traffic Online Historical AADT for Kanner Highway (site 0114) and Willoughby Boulevard (site 0063). The project traffic was then added to the peak hour directional volumes and compared to the cost feasible service capacities to determine the impacts of the land use plan amendment. As shown, all roads will operate at an acceptable level of service with the 2045 long range cost feasible network. **Table 5** includes the 2040/2045 link analysis.

Appendix C includes the Martin County 2040 Roadway Level of Service Inventory Report.

20%
20%
Palm City Bridge
Monterey Road
Martin Downs Boulevard
Willoughby Boulevard
15%
40%
Mapp Road
Kanner Highway
Project Location
10%
5%
35%
5%
Martin Highway
Veteran's Memorial Bridge(CR714)
20%
Indian Street
15%
NTS
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole St
Stuart, FL, 34994
Job Number: MR18031.0
Date: 12/18/20
Legend
= Signalized Intersection
= Project Location
XX% = Percent Assignment
Figure 2a
Percent Assignment - Retail
M&M Retail


Monterey Road
Willoughby Boulevard
Indian Street
Kanner Highway
Palm City Bridge
Veteran's Memorial Bridge(CR714)
Martin Downs Boulevard
Mapp Road
Martin Highway
Project Location
5%
10%
30%
25%
15%
20%
Legend
Signalized Intersection
Project Location
XX%
Percent Assignment
Figure 2b
Percent Assignment - Residential
M&M Retail
O'ROURKE
ENGINEERING & PLANNING
22 SE Seminole St
Stuart, FL, 34994
NTS
Job Number: MR18031.0
Date: 12/18/20

Table 4a: Percent Impact - AM Peak Hour - 2045

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	NB	IN	6LD	no	3,020	20	15%	0.66%
	Salerno Rd	Indian St	SB	OUT	6LD	no	3,020	4	15%	0.13%
	Indian St	Project Entrance	NB	IN	6LD	no	3,020	61	45%	2.02%
	Indian St	Project Entrance	SB	OUT	6LD	no	3,020	12	45%	0.40%
	Project Entrance	SR-714	NB	OUT	6LD	no	3,020	15	55%	0.50%
	Project Entrance	SR-714	SB	IN	6LD	no	3,020	75	55%	2.48%
	SR-714	SR-5	NB	OUT	6LD	no	3,020	5	20%	0.17%
	SR-714	SR-5	SB	IN	6LD	no	3,020	27	20%	0.89%
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	2,000	34	25%	1.70%
	Indian St	Project Entrance	SB	OUT	4LD	no	2,000	7	25%	0.35%
	Project Entrance	SR-714	NB	OUT	4LD	no	2,000	8	30%	0.40%
	Project Entrance	SR-714	SB	IN	4LD	no	2,000	41	30%	2.05%
SR-714 *	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	27	20%	1.35%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	5	20%	0.25%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	4	15%	0.20%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	20	15%	1.00%
Indian St	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	3	10%	0.15%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	14	10%	0.70%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	27	20%	1.35%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	5	20%	0.25%

* Note: Mapp Road to Palm City Road included as 6LD in LRTP

In: 136
Out: 27

Table 4b: Percent Impact - PM Peak Hour - 2045

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	NB	IN	6LD	no	3,020	33	15%	1.09%
	Salerno Rd	Indian St	SB	OUT	6LD	no	3,020	31	15%	1.03%
	Indian St	Project Entrance	NB	IN	6LD	no	3,020	99	45%	3.28%
	Indian St	Project Entrance	SB	OUT	6LD	no	3,020	94	45%	3.11%
	Project Entrance	SR-714	NB	OUT	6LD	no	3,020	114	55%	3.77%
	Project Entrance	SR-714	SB	IN	6LD	no	3,020	122	55%	4.04%
	SR-714	SR-5	NB	OUT	6LD	no	3,020	42	20%	1.39%
	SR-714	SR-5	SB	IN	6LD	no	3,020	44	20%	1.46%
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	2,000	55	25%	2.75%
	Indian St	Project Entrance	SB	OUT	4LD	no	2,000	52	25%	2.60%
	Project Entrance	SR-714	NB	OUT	4LD	no	2,000	62	30%	3.10%
	Project Entrance	SR-714	SB	IN	4LD	no	2,000	66	30%	3.30%
SR-714 *	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	44	20%	2.20%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	42	20%	2.10%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	31	15%	1.55%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	33	15%	1.65%
Indian St	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	21	10%	1.05%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	22	10%	1.10%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	44	20%	2.20%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	42	20%	2.10%

* Note: Mapp Road to Palm City Road included as 6LD in LRTP

In: 221
Out: 208

Table 5a: Link Analysis - AM Peak Hour - 2045

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2040 Model AADT	(1) K Factor	(1) D Factor	2040 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
SR-76 (Kanner Hwy)	Indian St	Project Entrance	NB	IN	6LD	no	35510	0.09	0.376	1202	3020	61	45%	2.02%	1263	Yes
	Indian St	Project Entrance	SB	OUT	6LD	no	35510	0.09	0.624	1994	3020	12	45%	0.40%	2006	Yes
	Project Entrance	SR-714	NB	OUT	6LD	no	35510	0.09	0.376	1202	3020	15	55%	0.50%	1217	Yes
	Project Entrance	SR-714	SB	IN	6LD	no	35510	0.09	0.624	1994	3020	75	55%	2.48%	2069	Yes
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	13616	0.09	0.376	613	2000	34	25%	1.70%	647	Yes
	Indian St	Project Entrance	SB	OUT	4LD	no	13616	0.09	0.624	613	2000	7	25%	0.35%	620	Yes
	Project Entrance	SR-714	NB	OUT	4LD	no	13390	0.09	0.376	554	2000	8	30%	0.40%	562	Yes
	Project Entrance	SR-714	SB	IN	4LD	no	13390	0.09	0.624	651	2000	41	30%	2.05%	692	Yes

Source: Martin County 2040 Roadway Level of Service Inventory Report
(1) FDOT Florida Traffic Online (Station 0114 and 0063)

In: 136
Out: 27

Table 5b: Link Analysis - PM Peak Hour - 2045

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2040 Model AADT	(1) K Factor	(1) D Factor	2040 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
SR-76 (Kanner Hwy)	Indian St	Project Entrance	NB	IN	6LD	no	35510	0.09	0.624	1994	3020	99	45%	3.28%	2093	Yes
	Indian St	Project Entrance	SB	OUT	6LD	no	35510	0.09	0.376	1202	3020	94	45%	3.11%	1296	Yes
	Project Entrance	SR-714	NB	OUT	6LD	no	35510	0.09	0.624	1994	3020	114	55%	3.77%	2108	Yes
	Project Entrance	SR-714	SB	IN	6LD	no	35510	0.09	0.376	1202	3020	122	55%	4.04%	1324	Yes
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	13616	0.09	0.624	613	2000	55	25%	2.75%	668	Yes
	Indian St	Project Entrance	SB	OUT	4LD	no	13616	0.09	0.376	613	2000	52	25%	2.60%	665	Yes
	Project Entrance	SR-714	NB	OUT	4LD	no	13390	0.09	0.624	651	2000	62	30%	3.10%	713	Yes
	Project Entrance	SR-714	SB	IN	4LD	no	13390	0.09	0.376	554	2000	66	30%	3.30%	620	Yes

Source: Martin County 2040 Roadway Level of Service Inventory Report
(1) FDOT Florida Traffic Online (Station 0114 and 0063)

In: 221
Out: 208

FIVE YEAR ANALYSIS - 2025

For M&M Retail, the entire 193,021 square feet of non-residential and 398 multi-family dwelling units could be completed in five-years. The trip generation for the 5-year analysis as shown in Table 2a, 2b, and 2c for the daily, AM peak hour and PM peak hours, respectively. As shown, the project would generate 7,410 Daily trips, 341 AM peak hour trips, and 668 PM peak hour trips in the first five years of development.

The purpose of the 5-year analysis is to demonstrate that concurrency could be obtained. To determine the study area for the 5-year analysis, the 5-year project traffic was compared to the existing plus committed roadway network. The study area is defined as the area upon which the project traffic represented 5% or more on the roadway link, the adjacent links and any currently failing link. **Table 6a** and **6b** summarize the project % impact on the existing plus committed roadway network.

To develop total traffic estimates for 2025, existing 2019 traffic was grown to 2025 using historic growth rates. The project traffic was then added to achieve the 2025 total traffic volumes. These volumes were then compared to the capacity of the roadway network (existing plus committed network). The 2019 Martin County Roadway Level of Service Inventory Report was used as the source of the existing 2019 AADT, peak hour data and growth rate. **Table 7a and Table 7b** show the link analysis for the total traffic conditions with the proposed land use plan amendment in place in 2025. **Appendix C** provides the Martin County 2019 Roadway Level of Service Inventory Report.

As shown all links will operate at acceptable levels of service on the existing plus committed roadway network.

CONCLUSION

The proposed land use plan amendment will result in an increase in trips of 5,048 daily trips; 163 AM peak hour trips and 429 PM peak hour trips over the Existing Future Land Use.

On the links within the study area, there would be an increase in traffic associated with the land use plan amendment over what could be developed with the existing future land use. The analysis demonstrates that the roadway has sufficient infrastructure funded in the next five years and the 2040/2045 long range to support the project. Therefore, the project satisfies the requirements for a Land Use Plan Amendment.

Table 6a: Percent Impact - AM Peak Hour

								Retail		Residential			
Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D Directional Peak Hour	Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume	Total Project Traffic	Directional Percent Project of Capacity
Kanner Highway (SR-76)	Salerno Rd	Indian St	NB	IN	6LD	no	3,020	15%	22	30%	10	32	1.06%
	Salerno Rd	Indian St	SB	OUT	6LD	no	3,020	15%	12	30%	23	35	1.16%
	Indian St	Project Entrance	NB	IN	6LD	no	3,020	35%	52	25%	8	60	1.99%
	Indian St	Project Entrance	SB	OUT	6LD	no	3,020	35%	29	25%	19	48	1.59%
	Project Entrance	SR-714	NB	OUT	6LD	no	3,020	40%	33	20%	15	48	1.59%
	Project Entrance	SR-714	SB	IN	6LD	no	3,020	40%	60	20%	6	66	2.19%
	SR-714	SR-5	NB	OUT	6LD	no	3,020	20%	17	30%	23	40	1.32%
	SR-714	SR-5	SB	IN	6LD	no	3,020	20%	30	30%	10	40	1.32%
Willoughby Blvd	Salerno Rd	Pomeroy St	NB	IN	2L	no	880	5%	7	5%	2	9	1.02%
	Salerno Rd	Pomeroy St	SB	OUT	2L	no	880	5%	4	5%	4	8	0.91%
	Pomeroy St	Indian St	NB	IN	4LD	no	2,000	5%	7	5%	2	9	0.45%
	Pomeroy St	Indian St	SB	OUT	4LD	no	2,000	5%	4	5%	4	8	0.40%
	Indian St	Project Entrance	NB	IN	4LD	no	2,000	5%	7	25%	8	15	0.75%
	Indian St	Project Entrance	SB	OUT	4LD	no	2,000	10%	8	25%	19	27	1.35%
	Project Entrance	SR-714	NB	OUT	4LD	no	2,000	15%	12	30%	23	35	1.75%
	Project Entrance	SR-714	SB	IN	4LD	no	2,000	15%	22	30%	10	32	1.60%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	10%	8	8	0.40%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	0%	0	10%	3	3	0.15%
Indian St	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	15%	12	12	0.60%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	5%	7	15%	5	12	0.60%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	20%	30	10%	3	33	1.65%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	20%	17	10%	8	25	1.25%

Source: Martin County 2019 Roadway Level of Service Inventory Report

	IN	OUT
Retail	149	83
Residential	32	77

Table 6b Percent Impact - PM Peak Hour

								Retail		Residential			
Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	LOS D Directional Peak Hour	Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume	Total Project Traffic	Directional Percent Project of Capacity
Kanner Highway (SR-76)	Salerno Rd	Indian St	NB	IN	6LD	no	3,020	15%	44	30%	23	67	2.22%
	Salerno Rd	Indian St	SB	OUT	6LD	no	3,020	15%	38	30%	14	52	1.72%
	Indian St	Project Entrance	NB	IN	6LD	no	3,020	35%	103	25%	19	122	4.04%
	Indian St	Project Entrance	SB	OUT	6LD	no	3,020	35%	88	25%	11	99	3.28%
	Project Entrance	SR-714	NB	OUT	6LD	no	3,020	40%	100	20%	9	109	3.61%
	Project Entrance	SR-714	SB	IN	6LD	no	3,020	40%	118	20%	15	133	4.40%
	SR-714	SR-5	NB	OUT	6LD	no	3,020	20%	50	30%	14	64	2.12%
	SR-714	SR-5	SB	IN	6LD	no	3,020	20%	59	30%	23	82	2.72%
Willoughby Blvd	Salerno Rd	Pomeroy St	NB	IN	2L	no	880	5%	15	5%	4	19	2.16%
	Salerno Rd	Pomeroy St	SB	OUT	2L	no	880	5%	13	5%	2	15	1.70%
	Pomeroy St	Indian St	NB	IN	4LD	no	2,000	5%	15	5%	4	19	0.95%
	Pomeroy St	Indian St	SB	OUT	4LD	no	2,000	5%	13	5%	2	15	0.75%
	Indian St	Project Entrance	NB	IN	4LD	no	2,000	5%	15	25%	19	34	1.70%
	Indian St	Project Entrance	SB	OUT	4LD	no	2,000	10%	25	25%	11	36	1.80%
	Project Entrance	SR-714	NB	OUT	4LD	no	2,000	15%	38	30%	14	52	2.60%
	Project Entrance	SR-714	SB	IN	4LD	no	2,000	15%	44	30%	23	67	3.35%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	15%	7	7	0.35%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	0%	0	15%	12	12	0.60%
Indian St	SR-76	Willoughby Blvd	EB	OUT	4LD	no	2,000	0%	0	15%	7	7	0.35%
	SR-76	Willoughby Blvd	WB	IN	4LD	no	2,000	5%	15	15%	12	27	1.35%
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	EB	IN	4LD	no	2,000	20%	59	10%	8	67	3.35%
	Mapp Rd	SR-76	WB	OUT	4LD	no	2,000	20%	50	10%	5	55	2.75%

Source: Martin County 2019 Roadway Level of Service Inventory Report

	IN	OUT
Retail	295	251
Residential	77	45

Table 7a: Link Analysis - AM Peak Hour - 2025

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2019 AADT	D Factor (1)	2019 Volume Peak Hour Peak Direction	Growth Rate	2025 Volume Peak Hour Directional	LOS D Directional Peak Hour	Retail		Residential		Total Project Traffic	Directional Percent Project of Capacity	2025 Total Traffic (Peak Direction)	Does Project Meet Concurrency?
													Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume				
Kanner Highway (SR-76)	Indian St	Project Entrance	NB	IN	6LD	no	21,116	0.376	598	1.005	617	3020	35%	52	25%	8	60	1.99%	677	Yes
	Indian St	Project Entrance	SB	OUT	6LD	no	21,116	0.624	993	1.005	1023	3020	35%	29	25%	19	48	1.59%	1071	Yes
	Project Entrance	SR-714	NB	OUT	6LD	no	21,116	0.376	598	1.005	617	3020	40%	33	20%	15	48	1.59%	665	Yes
	Project Entrance	SR-714	SB	IN	6LD	no	21,116	0.624	993	1.005	1023	3020	40%	60	20%	6	66	2.19%	1089	Yes
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	11,100	0.376	401	1.037	499	2000	5%	8	25%	8	16	0.75%	515	Yes
	Indian St	Project Entrance	SB	OUT	4LD	no	11,100	0.624	666	1.037	828	2000	10%	12	25%	19	31	1.35%	859	Yes
	Project Entrance	SR-714	NB	OUT	4LD	no	11,100	0.376	401	1.037	499	2000	15%	12	30%	23	35	1.75%	534	Yes
	Project Entrance	SR-714	SB	IN	4LD	no	11,100	0.624	666	1.037	828	2000	15%	22	30%	10	32	1.60%	860	Yes

Source: Martin County 2019 Roadway Level of Service Inventory Report

(1) FDOT Florida Traffic Online

	IN	OUT
Retail	149	83
Residential	32	77

Years Grown: 6

Table 7b: Link Analysis - PM Peak Hour - 2025

Segment	From	To	Direction		Lanes	Is Project Traffic 5% or More of Capacity?	2019 AADT	D Factor (1)	2019 Volume Peak Hour Peak Direction	Growth Rate	2025 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Retail		Residential		Total Project Traffic	Directional Percent Project of Capacity	2025 Total Traffic (Peak Direction)	Does Project Meet Concurrency?
													Project Percent Assignment	Directional Peak Project Volume	Project Percent Assignment	Directional Peak Project Volume				
Kanner Highway (SR-76)	Indian St	Project Entrance	NB	IN	6LD	no	21,116	0.624	993	1.005	1023	3020	35%	103	25%	19	122	4.04%	1145	Yes
	Indian St	Project Entrance	SB	OUT	6LD	no	21,116	0.376	598	1.005	617	3020	35%	88	25%	11	99	3.28%	716	Yes
	Project Entrance	SR-714	NB	OUT	6LD	no	21,116	0.624	993	1.005	1023	3020	40%	100	20%	9	109	3.61%	1132	Yes
	Project Entrance	SR-714	SB	IN	6LD	no	21,116	0.376	598	1.005	617	3020	40%	118	20%	15	133	4.40%	750	Yes
Willoughby Blvd	Indian St	Project Entrance	NB	IN	4LD	no	11,100	0.624	666	1.037	828	2000	5%	15	25%	19	34	1.70%	862	Yes
	Indian St	Project Entrance	SB	OUT	4LD	no	11,100	0.376	401	1.037	499	2000	10%	25	25%	11	36	1.80%	535	Yes
	Project Entrance	SR-714	NB	OUT	4LD	no	11,100	0.624	666	1.037	828	2000	15%	38	30%	14	52	2.60%	880	Yes
	Project Entrance	SR-714	SB	IN	4LD	no	11,100	0.376	401	1.037	499	2000	15%	44	30%	23	67	3.35%	566	Yes

Source: Martin County 2019 Roadway Level of Service Inventory Report

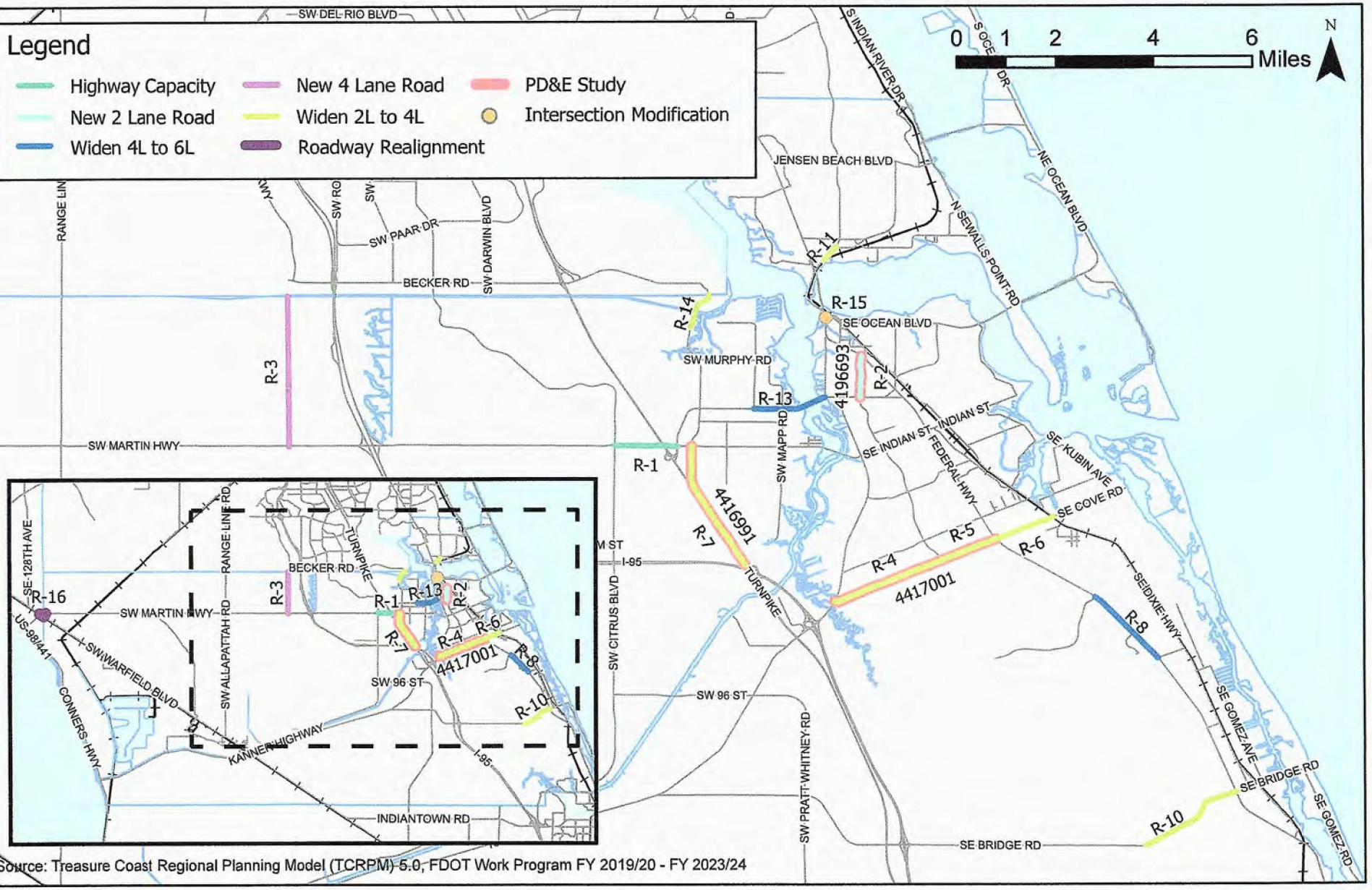
(1) FDOT Florida Traffic Online

	IN	OUT
Retail	295	251
Residential	77	45

Years Grown: 6

APPENDIX A

Roadway Network Data/Non-Motorized and Transit Data



Source: Treasure Coast Regional Planning Model (TCRPM) 5.0, FDOT Work Program FY 2019/20 - FY 2023/24

2045 Cost Feasible Plan

Roadways

Martin County

Figure 7-3

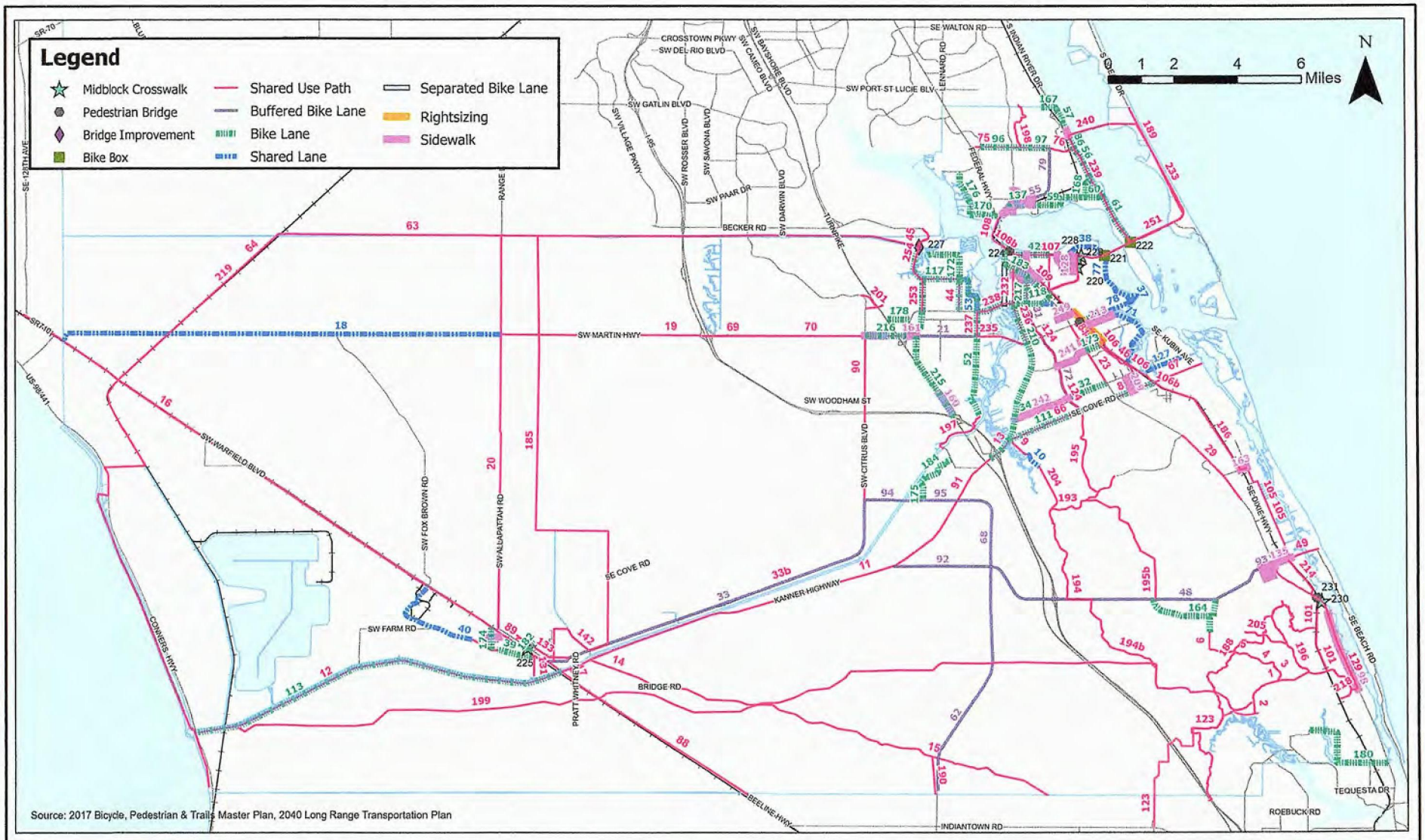
MARTIN MPO Metropolitan Planning Organization

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MARTIN IN MOTION 2045

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A-1



MARTIN MPO Metropolitan Planning Organization

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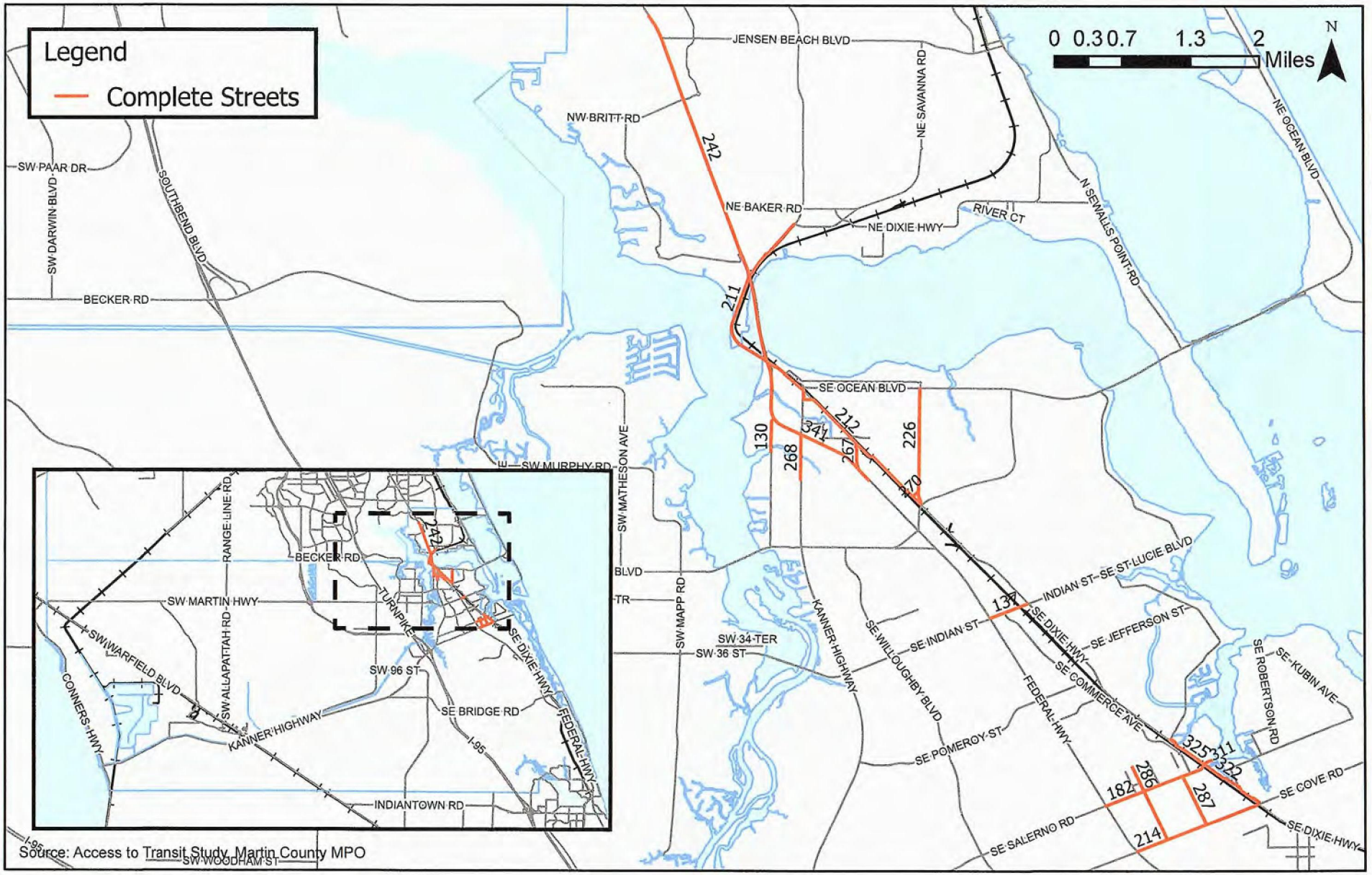
2045 Cost Feasible Plan

Nonmotorized

Martin County

MARTIN IN MOTION 2045

Figure 7-9



Source: Access to Transit Study, Martin County MPO

MARTIN MPO Metropolitan Planning Organization

TY LIN INTERNATIONAL

2045 Cost Feasible Plan

Complete Streets

Martin County

MARTIN IN MOTION 2045

Figure 7-8

APPENDIX B

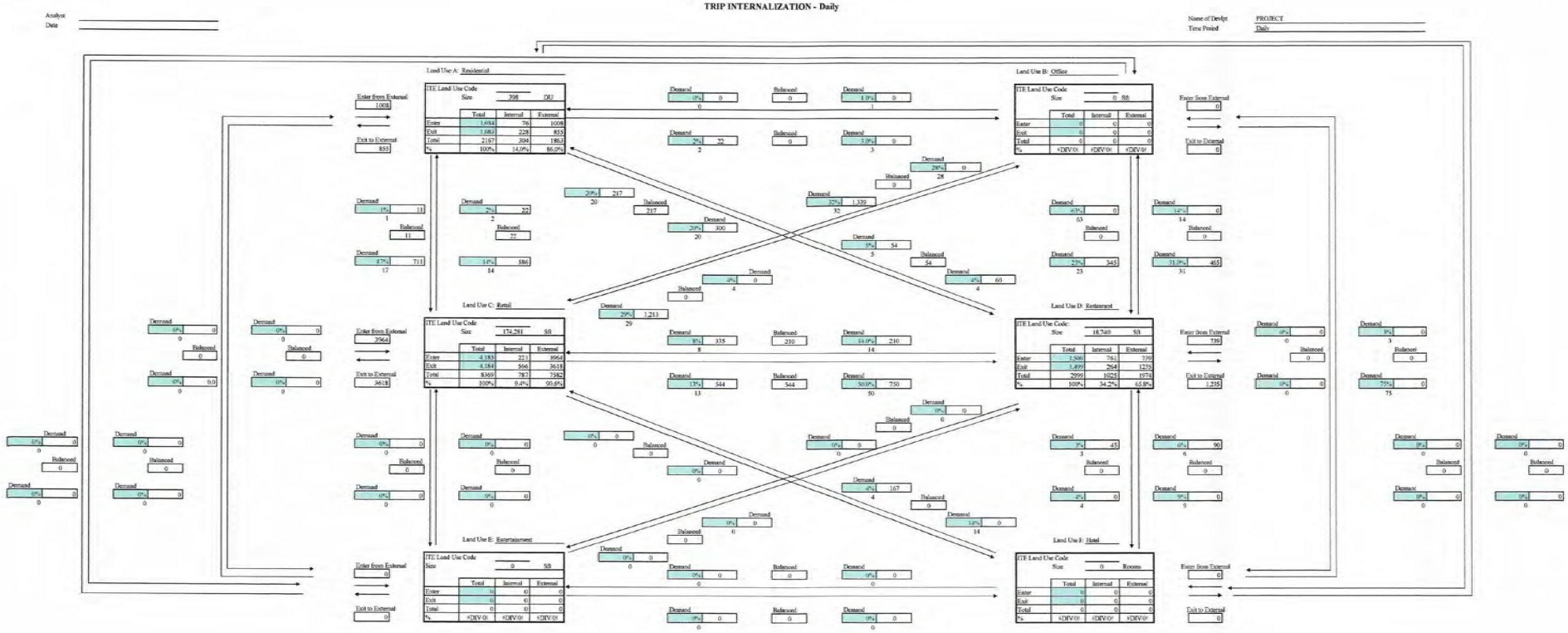
Pass-By Calculation
Internal Capture Matrices

Allowable Pass-By Calculation

Segment	From	To	Existing 2019 AADT	Existing 2019 2-Way Peak Hour Trips	Growth Rate	2024 Daily Trips	Daily Pass-By Allowed	2024 2-Way Peak Hour Trips	Peak Hour Pass-By Allowed
Kanner Hwy	Indian St	Monterey Rd	21116	1631	1.005	21649	2164.9	1672	167.2
Willoughby Blvd	Indian St	Monterey Rd	11100	1280	1.037	13311	1331.1	1535	153.5
Indian St	Kanner Hwy	Willoughby Blvd	29306	2771	1.047	36871	3687.1	3486	348.6
						Total:	7183		669

TABLE 1: Daily Internal Traffic

PROJECT
TRIP INTERNALIZATION - Daily

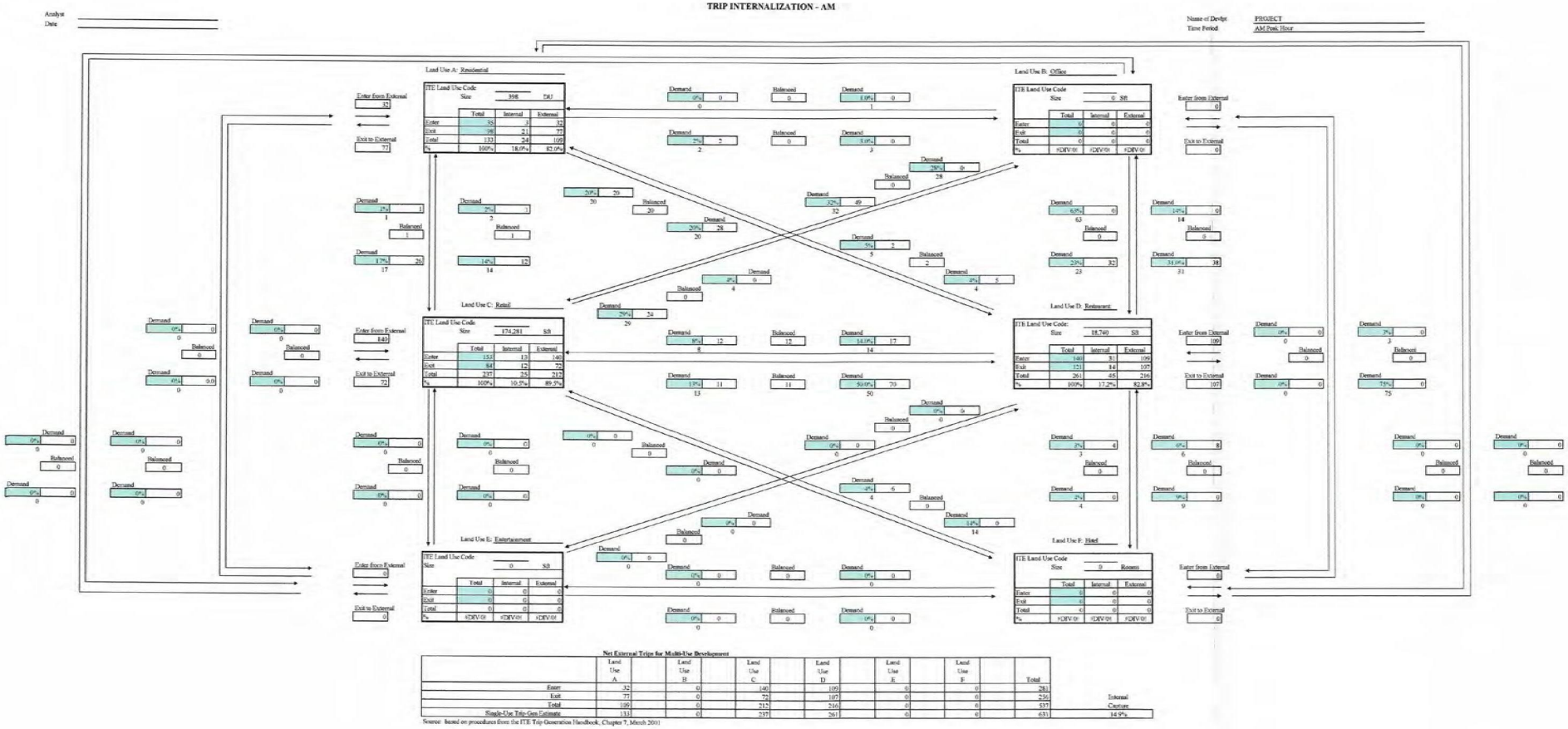


	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total	
Enter	1008	0	3964	739	0	0	5711	
Exit	855	0	3618	1235	0	0	5708	Internal
Total	1863	0	7582	1974	0	0	11449	Capture
Single-Use Trip Gen Estimate	2167	0	8369	2999	0	0	13535	15.6%

Note: Numbers outside of the Box are the ITE Pairing Values. Numbers inside the Box are Actual Values used.

TABLE 1: AM Internal Traffic

PROJECT
TRIP INTERNALIZATION - AM



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	32	0	140	109	0	0	281
Exit	77	0	72	107	0	0	256
Total	109	0	212	216	0	0	537
Single-Use Trip Gen Estimate	133	0	237	261	0	0	631

Internal Capture 14.9%

Source: based on procedures from the ITE Trip Generation Handbook, Chapter 7, March 2001

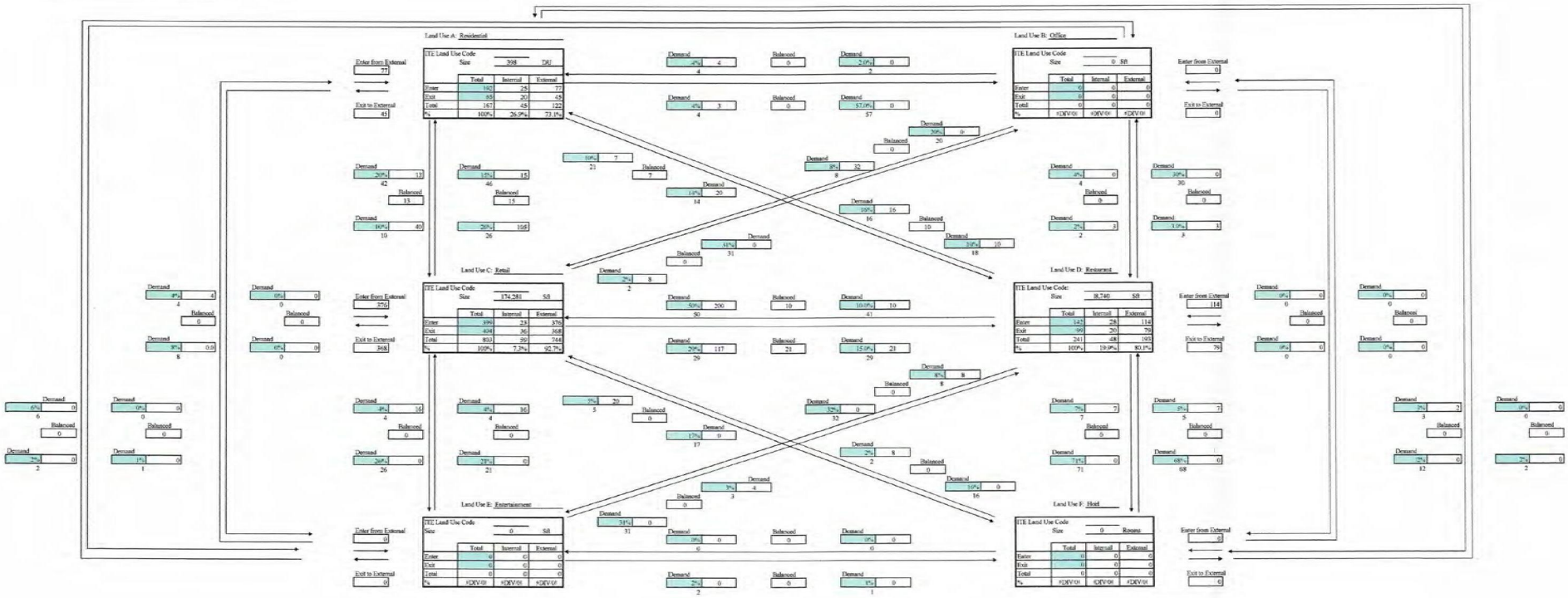
Note: Numbers outside of the Box are the ITE Pairing Values. Numbers inside the Box are Actual Values used.

TABLE 1: PM Internal Traffic

PROJECT
TRIP INTERNALIZATION - PM

Analyst
Date

Name of Devlpt: PROJECT
Time Period: PM Peak Hour



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total	
Enter:	77	0	356	114	0	0	547	
Exit:	45	0	368	79	0	0	492	Internal
Total:	122	0	724	193	0	0	1039	Capture
Single-Use Trip Gen Estimate:	167	0	803	241	0	0	1211	12.6%

Source: based on procedures from the ITE Trip Generation Handbook, Chapter 7, March 2001

Note: Numbers outside of the Box are the ITE Pairing Values. Numbers inside the Box are Actual Values used.

APPENDIX C

Martin County 2040
Roadway Level of Service Inventory Report
and
Martin County 2019
Roadway Level of Service Inventory Report

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C-1

Road Name	From	To	# Lane Each Direct	Class for los lookup (uniter, I, II, NS)	Div	E+C Laneage (# Lane Each Direct)	Urban Transit Rural	Road attrib. for LOS lookup	Road Class	2040 Road Class	Type	2040 Type	Generalized Service Capacity	2040 Generalized Service Capacity	2006 AADT	2007 AADT	2008 AADT	2009 AADT	2010 AADT	2011 AADT	2012 AADT	2013 AADT	Annual Historical Growth Rate (Linear Regression)	Model 2010 AADT	Model 2040 AADT	Model Growth Rate (30 Years)	Annual Model Growth Rate	Growth Rate	Projected 2040 Daily Volume	V/C
CR-711 (Pratt Whitney Rd)	CR-708	South Fork High School	1	I	U		Transit	I_U_Transit_1	1-1U		Class I: Transitional 2-Ln Undivided		16200		3,173	3,073	3,262	3,540	3,437	3,664	3,442	3,509	0.22%	5285	6351	20.74%	0.69%	0.69%	4164	0.26
CR-711 (Pratt Whitney Rd)	South Fork High School	SR-76	1	I	U		Transit	I_U_Transit_1	1-1U		Class I: Transitional 2-Ln Undivided		16200		4,561	3,957	4,591	4,946	4,051	4,644	4,736	4,972	0.21%	6564	8465	28.96%	0.97%	0.97%	6268	0.39
CR-713 (High Meadow Ave)	I-95	CR-714	1	I	U		Urban	I_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		14,956	14,847	14,705	14,279	13,752	13,494	13,521	13,900	-0.19%	16538	22251	20.03%	0.67%	0.67%	16406	1.03
CR-713 (High Meadow Ave)	CR-714	SR-714	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		12,495	11,614	11,459	10,471	9,425	9,495	9,433	9,530	-0.47%	13464	15503	15.14%	0.50%	0.50%	10828	0.61
CR-713 (High Meadow Ave)	SR-714	Murphy Rd	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		16,511	15,669	13,412	11,585	10,868	11,105	10,777	11,057	-0.68%	15879	18711	17.83%	0.59%	0.59%	12832	0.72
CR-714 (Martin Hwy)	SR-710	Fox Brown Rd	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		2,447	2,788	2,535	2,465	2,476	2,454	2,400	2,500	-0.07%	4036	5083	25.94%	0.86%	0.86%	3084	0.22
CR-714 (Martin Hwy)	Fox Brown Rd	CR-609	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		2,720	2,759	2,871	2,883	2,719	2,712	2,625	2,736	-0.06%	4872	6791	39.39%	1.31%	1.31%	3706	0.26
CR-714 (Martin Hwy)	CR-609	I-95	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		3,716	3,916	3,971	3,994	4,016	3,924	3,837	4,079	0.09%	7700	22250	188.96%	6.30%	6.30%	11016	0.77
CR-714 (Martin Hwy)	Florida's Turnpike	CR-713	1	II	U	2	Urban	II_U_Urban_1	2-1U	2-2D	Class II: 2-Ln Undivided	Class II: 4-Ln Divided	14600	32400	11,556	11,629	11,464	11,826	11,447	11,649	11,816	11,560	-0.02%	18718	37535	90.36%	3.01%	3.01%	21015	0.65
CR-714 (Martin Hwy)	CR-713	Berry Ave	1	II	U	2	Urban	II_U_Urban_1	2-1U	2-2D	Class II: 2-Ln Undivided	Class II: 4-Ln Divided	14600	32400	12,435	11,339	9,843	10,090	10,034	10,216	9,943	9,712	-0.31%	10,034	23135	130.67%	4.35%	4.35%	21125	0.65
CR-714 (Martin Hwy)	Berry Ave	Mapp Rd	1	II	U	2	Urban	II_U_Urban_1	2-1U	2-2D	Class II: 2-Ln Undivided	Class II: 4-Ln Divided	14600	32400	12,646	12,155	10,967	11,179	11,260	11,144	10,964	14,007	0.06%	11,260	22404	98.97%	3.30%	3.30%	26483	0.82
CR-714 (Veteran's Memorial Bridge)	***Mapp Rd***	***SR-76***	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800										#DIV/0!			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
CR-723 (Savanna Rd)	CR-707	NE 24th St	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		11,628	11,669	10,569	11,111	11,509	8,910	8,457	8,440	-0.53%	12772	16595	29.93%	1.00%	1.00%	10714	0.67
CR-723 (Savanna Rd)	NE 24th St	CR-707A(Jensen Beach Blvd.)	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		13,383	13,248	12,318	12,666	12,836	10,524	10,501	10,244	-0.46%	7826	10647	36.05%	1.20%	1.20%	13567	0.85
CR-726 (Citrus Blvd)	SR-710	Greenridge Ln	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		2,803	2,743	2,335	2,777	2,188	2,393	2,496	2,257	-0.27%	1393	4156	204.92%	6.83%	6.83%	6419	0.45
CR-726 (Citrus Blvd)	Greenridge Ln	CR-76A	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		2,648	2,419	2,272	2,526	2,288	2,383	2,107	2,099	-0.29%	1979	5019	153.61%	5.12%	5.12%	5001	0.35
CR-76A (Citrus Blvd.)	CR-726	SR-714	1	UN	U		Transit	UN_U_Transit_1	UN-1		Transitional 2-Ln Uninter /Undivided Flow		24400		3,380	3,135	3,092	3,343	3,491	3,381	3,257	3,321	0.11%	3164	5689	86.13%	2.87%	2.87%	5895	0.24
CR-76A (SW 96th St)	CR-726	Pennsylvania Ave	1	UN	U		Transit	UN_U_Transit_1	UN-1		Transitional 2-Ln Uninter /Undivided Flow		24400		3,878	3,237	3,000	3,549	3,325	3,448	3,072	3,375	-0.15%	2477	6320	155.15%	5.17%	5.17%	8088	0.33
CR-76A (SW 96th St)	Pennsylvania Ave	SR-76	1	I	U		Transit	I_U_Transit_1	1-1U		Class I: Transitional 2-Ln Undivided		16200		6,555	6,563	6,558	7,243	6,751	7,226	6,774	6,991	0.05%	5748	10374	80.48%	2.68%	2.68%	11365	0.70
CR-A1A (Dixie Hwy)	SR-5	CR-708	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		3,197	3,010	2,730	2,535	2,464	2,489	2,418	2,457	-0.42%	4042	6107	51.09%	1.70%	1.70%	3567	0.24
CR-A1A (Dixie Hwy)	CR-708	Osprey St	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		7,491	6,950	6,524	6,449	6,397	6,307	6,362	6,387	-0.25%	4656	7649	64.21%	2.14%	2.14%	10078	0.57
CR-A1A (Dixie Hwy)	Osprey St	Heritage Blvd	1	UN	U		Urban	UN_U_Urban_1	UN-1		2-Ln Uninter /Undivided Flow		24200		6,107	5,812	5,416	6,529	5,256	5,144	5,113	5,205	-0.29%	5097	9723	90.76%	3.03%	3.03%	9457	0.39
CR-A1A (Dixie Hwy)	Heritage Blvd	Cove Rd	1	UN	U		Urban	UN_U_Urban_1	UN-1		2-Ln Uninter /Undivided Flow		24200		6,415	6,149	5,781	5,678	5,712	5,754	5,862	5,692	-0.15%	5668	11042	94.81%	3.16%	3.16%	10549	0.44
CR-A1A (Dixie Hwy)	Cove Rd	Salerno Rd	1	II	D		Urban	II_D_Urban_1	2-1D		Class II: 2-Ln Divided		15640		11,452	11,339	11,315	10,735	10,583	10,989	10,672	11,026	-0.10%	13563	15295	12.77%	0.43%	0.50%	12515	0.81
CR-A1A (Dixie Hwy)	Salerno Rd	St. Lucie Blvd	1	II	D		Urban	II_D_Urban_1	2-1D		Class II: 2-Ln Divided		15540		15,938	15,938	14,923	14,377	14,037	14,746	14,313	14,921	-0.15%	10857	12772	17.64%	0.59%	0.59%	17290	1.11
CR-A1A (Dixie Hwy)	St Lucie Blvd	Jefferson St	1	II	D		Urban	II_D_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		12,799	12,495	11,768	11,562	11,563	11,755	11,899	12,004	-0.09%	3361	4573	34.86%	1.16%	1.16%	15868	1.07
CR-A1A (Dixie Hwy)	Jefferson St	Indian St	2	II	D		Urban	II_D_Urban_2	2-2D		Class II: 4-Ln Divided		32400		16,843	16,596	15,689	14,744	15,083	15,503	15,091	16,040	-0.09%	12059	14494	20.19%	0.67%	0.67%	18955	0.59
CR-A1A (Dixie Hwy)	Indian St	SR-714	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		13,514	13,004	13,518	12,296	12,268	13,310	13,522	14,335	0.68%	15254	15687	2.84%	0.09%	0.50%	16270	0.41
CR-A1A (Dixie Hwy)	SR-714	SE Fifth St	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		15600		8,009	5,811	5,521	5,087	5,339	5,559	5,403	5,796	-0.09%	13643	15027	10.14%	0.34%	0.50%	6578	0.42
Crossrip St	CR-A1A	Gomez Ave	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		2,876	2,533	2,638	2,628	2,863	2,639	2,436	2,455	-0.19%	1723	2253	30.76%	1.03%	1.03%	3135	0.20
Dixie Hwy	Joan Jefferson Wy	Wright Blvd	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		15600		9,853	8,372	8,272	7,507	8,288	8,534	7,899	8,239	-0.22%	16373	20777	26.90%	0.90%	0.90%	10234	0.66
Dr Martin Luther King Jr Blvd	Farm Rd	SR-710	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		1,977	1,934	1,646	1,915	1,782	1,764	1,722	1,768	-0.19%	N/A	N/A	0.00%	0.00%	0.50%	2007	0.13
Farm Rd	Dr Martin Luther King Jr Dr	Palm Wy	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		3,198	2,879	2,515	2,850	2,334	2,303	2,238	2,267	-0.54%	N/A	N/A	0.00%	0.00%	0.50%	2573	0.16

Bold Italic volume has been assumed or adjusted to account for recently constructed or committed projects.
Shaded volume exceeds generalized LOS volume and requires additional analysis.

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Road Name	From	To	# Lane Each Direct	Class for los lookup (sinter, I, II, NS)	Div	E+C Laneage (# Lane Each Direct)	Urban Transit Rural	Road attrib. for LOS lookup	Road Class	2040 Road Class	Type	2040 Type	Generalized Service Capacity	2040 Generalized Service Capacity	2006 AADT	2007 AADT	2008 AADT	2009 AADT	2010 AADT	2011 AADT	2012 AADT	2013 AADT	Annual Historical Growth Rate (Linear Regression)	Model 2010 AADT	Model 2040 AADT	Model Growth Rate (30 Years)	Annual Model Growth Rate	Growth Rate	Projected 2040 Daily Volume	V/C
Fork Rd	Pine Lake Dr	SR-5	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		1,370	1,359	1,336	1,428	1,164	1,244	1,263	1,240	-0.26%	N/A	N/A	0.00%	0.00%	0.50%	1407	0.09
Fox Brown Rd	SR-710	CR-714	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		429	467	477	543	346	354	299	301	-0.71%	194	538	177.32%	5.91%	5.91%	761	0.05
Goldenrod Rd	Britt Rd	SR-732	2	II	D		Urban	II_D_Urban_2	2-2D		Class II: 4-Ln Divided		32400		4,317	5,320	4,473	4,989	5,650	4,976	4,886	5,127	0.19%	N/A	N/A	0.00%	0.00%	0.50%	5819	0.18
Goldenrod Rd	SR-732	SR-5	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		7,115	7,390	6,487	6,676	6,101	6,633	6,534	6,459	-0.20%	N/A	N/A	0.00%	0.00%	0.50%	7331	0.50
Goldenrod Rd	SR-5	Westmoreland Blvd	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		4,114	3,399	3,616	3,445	3,402	3,494	3,521	3,496	-0.15%	N/A	N/A	0.00%	0.00%	0.50%	3970	0.27
Gomez Ave	CR-708	Crossrip St	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		4,311	4,052	3,870	3,893	3,739	3,719	3,481	3,473	-0.34%	N/A	N/A	0.00%	0.00%	0.50%	3942	0.27
Gomez Ave	Crossrip St	Osprey St	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		1,273	1,211	1,125	1,137	1,123	1,054	1,106	1,094	-0.15%	N/A	N/A	0.00%	0.00%	0.50%	1242	0.08
Green River Parkway	CR-707	Baker Rd	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		15600							4,039	4,791	5,063	4.47%	4682	5560	18.75%	0.63%	4.47%	11174	0.72
Green River Parkway	Baker Rd	SR-732	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700							4,859	5,307	5,974	3.74%	8670	12179	40.47%	1.35%	3.74%	12007	0.68
Green River Parkway	SR-732	St. Lucie County	1	UN	U		Urban	UN_U_Urban_1	UN-1		2-Ln Uninter /Undivided Flow		24200		4,665	5,128	4,814	4,576	4,643	5,178	6,402	6,810	0.73%	9149	12908	41.09%	1.37%	1.37%	9328	0.39
Horseshoe Point Rd	CR-A1A	Kubin Ave	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		6,118	5,952	5,891	5,690	5,561	5,715	5,575	5,589	-0.12%	N/A	N/A	0.00%	0.00%	0.50%	6457	0.41
Indian St	SR-76	Willoughby Blvd	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		17,289	16,402	14,974	14,750	15,317	15,569	**15,569**	**15,569**	-0.13%	16659	37291	123.85%	4.13%	4.13%	32923	0.83
Indian St	Willoughby Blvd	SR-5	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		21,975	21,042	18,974	19,172	19,174	19,748	18,983	18,886	-0.21%	15989	26440	65.36%	2.18%	2.18%	29990	0.75
Indian St	SR-5	Commerce Ave	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		22,170	21,590	19,489	19,255	19,699	19,929	19,845	19,410	-0.19%	25470	28713	12.73%	0.42%	0.50%	22030	0.55
Indian St	Commerce Ave	CR-A1A	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		23,781	23,160	20,577	20,791	21,087	21,274	21,757	21,523	-0.13%	20138	23956	18.96%	0.63%	0.63%	25196	0.63
Indian St	CR-A1A	St Lucie Blvd	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		9,093	8,632	6,639	8,080	7,402	7,003	6,667	6,816	-0.44%	7718	8755	13.44%	0.45%	0.50%	7738	0.49
Indian River Dr	Palmer St	CR-707	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		6,983	7,789	6,653	6,316	6,872	6,571	6,319	6,602	-0.20%	5246	7292	39.00%	1.30%	1.30%	8919	0.56
Island Way	Palm Beach County	Jupiter Road	1	UN	U		Transit	UN_U_Transit_1	UN-1		Transitional 2-Ln Uninter /Undivided Flow		24400		4,147	3,624	3,333	3,755	4,226	3,649	3,610	3,815	-0.05%	N/A	N/A	0.00%	0.00%	0.50%	4330	0.18
Island Way	Jupiter Road	Country Club Wy	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		4,610	4,452	4,113	5,402	4,772	4,299	4,339	4,433	-0.08%	N/A	N/A	0.00%	0.00%	0.50%	5031	0.32
Jack James Rd	SR-76	Blue Water Wy	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		3,068	2,548	2,477	2,122	2,234	2,440	2,394	2,487	-0.27%	N/A	N/A	0.00%	0.00%	0.50%	2823	0.19
Jefferson St	CR-A1A	St Lucie Blvd	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		961	977	911	686	855	865	868	842	-0.36%	9131	10447	14.41%	0.48%	0.50%	956	0.06
Lares Avenue	CR-708	CR-A1A	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		3,534	3,650	2,856	2,806	2,789	2,827	2,842	2,975	-0.41%	N/A	N/A	0.00%	0.00%	0.50%	3377	0.21
Little Club Wy	Country Club Dr	Wooden Bridge Wy	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		2,547	2,364	2,212	4,434	4,218	2,233	2,233	2,158	-0.12%	N/A	N/A	0.00%	0.00%	0.50%	2449	0.15
Locks Rd	Canal St	SR-76	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		5,673	3,675	3,511	3,768	3,590	3,413	3,432	3,490	-0.58%	N/A	N/A	0.00%	0.00%	0.50%	3961	0.25
MacArthur Blvd	Sailfish Point	SR-A1A	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		5,826	5,913	4,750	4,856	4,916	5,395	5,171	5,221	-0.16%	5803	6980	19.26%	0.64%	0.64%	6126	0.38
Mapp Rd	South End	CR-714	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		5,566	5,456	5,218	5,414	5,159	5,771	5,661	5,306	0.03%	10068	10897	38.03%	1.27%	1.27%	7122	0.48
Mapp Rd	CR-714	SR-714	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		14,152	13,299	12,804	13,149	12,925	13,737	13,510	13,302	-0.04%	10382	12417	19.63%	0.66%	0.66%	15676	0.98
Mapp Rd	SR-714	Matheson Ave	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		5,523	3,811	5,114	5,148	4,969	4,846	4,954	4,993	0.07%	6994	8359	19.52%	0.65%	0.65%	5870	0.40
Mapp Rd	Matheson Ave	North End	1	NS	U		Urban	NS_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		7,674	7,667	7,539	7,537	7,425	7,379	7,284	7,107	-0.12%	5893	7528	27.74%	0.92%	0.92%	8682	0.50
Market Place	SR-5	Commerce Ave	1	II	D		Urban	II_D_Urban_1	2-1D		Class II: 2-Ln Divided		15540		2,520	2,557	3,351	3,248	3,404	3,253	3,199	4,154	0.73%	N/A	N/A	0.00%	0.00%	0.73%	4970	0.32
Matheson Ave	SR-714	Mapp Rd	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		6,491	9,666	6,283	5,976	6,212	6,119	5,864	5,630	-0.49%	5470	8827	61.37%	2.05%	2.05%	8740	0.59
Monroe St	SR-5	Commerce Ave	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		2,327	2,113	1,898	1,830	1,843	1,817	1,769	1,694	-0.41%	N/A	N/A	0.00%	0.00%	0.50%	1923	0.13
Murphy Rd	Mapp Rd	High Meadow Ave	1	II	U		Urban	II_U_Urban_1	2-1U		Class II: 2-Ln Undivided		14800		5,798	5,002	5,569	6,912	5,277	5,453	5,535	5,714	0.00%	9438	12016	27.32%	0.91%	0.91%	7119	0.48

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Bold italic volume has been assumed or adjusted to account for recently constructed or committed projects.
Shaded volume exceeds generalized LOS volume and requires additional analysis.

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C-3

Road Name	From	To	# Lane Each Direct	Class for los lookup (uniter, I, II, NS)	Div	E+C Laneage (# Lane Each Direct)	Urban Transit Rural	Road attrib. for LOS lookup	Road Class	2040 Road Class	Type	2040 Type	Generalized Service Capacity	2040 Generalized Service Capacity	2006 AADT	2007 AADT	2008 AADT	2009 AADT	2010 AADT	2011 AADT	2012 AADT	2013 AADT	Annual Historical Growth Rate (Linear Regression)	Model 2010 AADT	Model 2040 AADT	Model Growth Rate (30 Years)	Annual Model Growth Rate	Growth Rate	Projected 2040 Daily Volume	V/C
SR-5 (US-1)	SR-714	SR-5A	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		42,025	40,175	38,011	37,643	37,997	37,999	37,003	36,847	-0.19%	30479	37195	22.03%	0.73%	0.73%	44154	0.74
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		36,594	38,666	36,155	35,609	36,105	35,403	35,596	35,657	-0.09%	20115	25931	28.91%	0.96%	0.96%	44936	0.75
SR-5 (US-1)	SR-76	Palm City Rd	3	II	D		Urban	II_D_Urban_3	2-3D		Class II: 6-Ln Divided		50000		47,958	46,668	45,360	44,700	46,596	45,180	46,340	46,372	0.00%	31513	40556	28.70%	0.96%	0.96%	58348	1.17
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	3	II	D		Urban	II_D_Urban_3	2-3D		Class II: 6-Ln Divided		50000		53,367	54,402	52,870	51,973	52,724	51,100	53,643	53,336	-0.02%	52745	63076	19.59%	0.65%	0.65%	62738	1.25
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		65,617	54,885	56,154	56,339	57,038	57,073	57,412	57,104	-0.11%	52745	63076	19.59%	0.65%	0.65%	67170	1.12
SR-5 (US-1)	Wright Blvd	Baker Rd	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		54,134	54,968	52,321	52,200	54,330	51,498	52,121	52,635	-0.07%	53670	65197	21.48%	0.72%	0.72%	63048	1.05
SR-5 (US-1)	Baker Rd	Britt Rd	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		56,804	57,736	55,668	54,392	55,912	53,469	52,776	53,361	-0.14%	54035	63560	17.66%	0.59%	0.59%	61844	1.03
SR-5 (US-1)	Britt Rd	SR-732	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		62,404	60,039	56,586	56,320	57,366	56,092	55,234	57,070	-0.15%	51173	58925	15.15%	0.50%	0.50%	64851	1.08
SR-5 (US-1)	SR-732	Westmoreland Blvd	4	I	D		Urban	I_D_Urban_4	1-4D		Class I: 8-Ln Divided		80100		69,838	69,490	64,018	63,736	64,869	63,766	62,684	62,036	-0.19%	75236	89191	18.55%	0.62%	0.62%	72450	0.90
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	4	I	D		Urban	I_D_Urban_4	1-4D		Class I: 8-Ln Divided		80100		65,188	67,687	60,447	60,881	62,929	60,355	60,445	58,875	-0.18%	68771	79687	15.84%	0.53%	0.53%	67270	0.84
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		8400		8,020	7,307	5,709	4,474	5,596	5,372	5,133	5,513	-0.60%	3301	4418	33.84%	1.13%	1.13%	7192	0.86
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		8400		8,748	6,869	6,070	7,373	6,660	6,274	6,304	6,685	-0.31%	4718	7528	59.56%	1.99%	1.99%	10576	1.26
SR-710 (Warfield Blvd)	**CR-609 (Allapattah)**	**Van Buren**	1	I	U		Transit	I_U_Transit_1	1-1D		Class I: Transitional 2-Ln Divided		14400		11,022	10,698	8,982	9,914	9,843	9,238	9,595		-0.31%	9759	15586	59.71%	1.99%	1.99%	14942	1.04
SR-710 (Warfield Blvd)	**Van Buren**	**CR-726 (Citrus)**	1	II	D		Transit	II_D_Transit_1	2-2D		Class II: Transitional 4-Ln Divided		6500		11,022	10,698	8,982	9,914	9,843	9,238	9,595		-0.31%	9162	16884	83.68%	2.80%	2.80%	17107	2.63
SR-710 (Warfield Blvd)	***CR-726***	***SR-76 (Kanner)***	2	UN	D		Transit	UN_D_Transit_2	UN-2		Transitional 4-Ln Uninter /Divided Flow		49600		11,697	11,022	9,094	9,648	8,873	8,373	8,823		-0.66%	8956	12739	42.24%	1.41%	1.41%	12301	0.25
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	1	UN	U	2	Transit	UN_U_Transit_1	UN-1	UN-2	Transitional 2-Ln Uninter /Undivided Flow	Transitional 4-Ln Uninter /Divided Flow	17300	49600	7,682	6,514	5,604	6,353	6,125	5,778	5,925	6,404	-0.26%	6234	8520	36.67%	1.22%	1.22%	8518	0.17
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	1	UN	U		Transit	UN_U_Transit_1	UN-1		Transitional 2-Ln Uninter /Undivided Flow		24400		10,950	11,031	10,238	9,879	9,756	9,540	9,421	9,650	-0.26%	6399	10110	57.99%	1.93%	1.93%	14687	0.60
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	1	I	D		Urban	I_D_Urban_1	1-1D		Class I: 2-Ln Divided		18585		14,645	14,660	14,003	15,606	15,816	15,634	15,357	15,362	0.14%	14799	23501	58.80%	1.96%	1.96%	23492	1.26
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		20,243	19,543	18,524	19,094	19,217	19,378	19,332	18,890	-0.06%	11925	14433	21.03%	0.70%	0.70%	22584	0.57
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		30,456	31,614	29,146	29,030	28,847	29,119	29,520	28,954	-0.11%	26817	28278	5.45%	0.18%	0.18%	30374	0.76
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		30,948	34,089	29,318	29,213	30,403	30,021	31,528	28,503	-0.12%	34089	36598	7.36%	0.25%	0.50%	32419	0.81
SR-714 (Palm City Bridge)	***Mapp Rd***	***SR-76***	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		47,008	46,465	44,364	43,396	43,542	44,507	44,026	43,881	-0.11%	54740	48657	-11.11%	-0.37%	0.50%	49805	1.25
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		28,975	28,624	27,235	26,366	26,599	28,365	26,624	27,999	-0.05%	36119	35123	-2.76%	-0.09%	0.50%	31779	0.80
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		26,833	25,537	24,620	24,592	24,774	24,740	25,316	25,689	-0.05%	27467	29567	7.65%	0.25%	0.50%	29157	0.73
SR-714 (Monterey Rd)	Monterey Extension	SR-5	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		18,351	16,557	16,663	16,660	17,190	17,159	17,057	17,614	-0.01%	16333	22994	40.78%	1.36%	1.36%	24079	0.61
SR-714 (Monterey Rd)	SR-5	CR-A1A	2	II	D		Urban	II_D_Urban_2	2-2D		Class II: 4-Ln Divided		33400		24,073	20,516	21,460	22,254	23,000	23,283	23,438	23,361	0.11%	28563	35941	25.83%	0.86%	0.86%	28629	0.69
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	2	II	D		Urban	II_D_Urban_2	2-2D		Class II: 4-Ln Divided		33600		13,531	13,659	12,681	14,146	15,336	15,668	16,552	16,863	0.56%	16768	21812	29.99%	1.00%	1.00%	21405	0.63
SR-732 (Causeway Blvd)	CR-707	SR-A1A	1	UN	U		Urban	UN_U_Urban_1	UN-1		2-Ln Uninter /Undivided Flow		24200		12,581	13,082	11,820	11,678	12,547	12,764	12,627	12,629	0.03%	10211	13461	31.83%	1.06%	1.06%	16503	0.68
SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		28,144	27,345	25,736	24,851	25,408	25,816	25,542	25,124	-0.16%	24324	29093	19.61%	0.65%	0.65%	29557	0.74
SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39800		25,789	20,441	23,868	23,018	25,113	24,115	25,454	24,677	0.13%	15815	21142	33.68%	1.12%	1.12%	32158	0.81
SR-76 (Kanner Hwy)	SR-15	SR-710	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		2,374	2,048	1,604	1,523	1,761	1,567	1,727	1,958	-0.27%	3962	5001	26.22%	0.87%	0.87%	2420	0.17
SR-76 (Kanner Hwy)	SR-710	CR-708	1	UN	U		Rural	UN_U_Rural_1	UN-1		Uninterrupted Rural Hwy: 2-Ln Undivided		14300		4,720	3,717	2,899	2,666	3,160	2,904	2,905	3,100	-0.55%	12090	16947	40.17%	1.34%	1.34%	4221	0.30
SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	1	UN	U		Transit	UN_U_Transit_1	UN-1		Transitional 2-Ln Uninter /Undivided Flow		24400		3,453	3,232	2,857	2,990	2,058	2,653	2,650	2,736	-0.38%	3794	4303	13.42%	0.45%	0.50%	3105	0.13

Bold Italic volume has been assumed or adjusted to account for recently constructed or committed projects.
Shaded volume exceeds generalized LOS volume and requires additional analysis.

05242021 CCM

Road Name	From	To	# Lane Each Direct	Class for los lookup (uniter, I, II, NS)	Div	E+C Laneage (# Lane Each Direct)	Urban Transit Rural	Road attrib. for LOS lookup	Road Class	2040 Road Class	Type	2040 Type	Generalized Service Capacity	2040 Generalized Service Capacity	2006 AADT	2007 AADT	2008 AADT	2009 AADT	2010 AADT	2011 AADT	2012 AADT	2013 AADT	Annual Historical Growth Rate (Linear Regression)	Model 2010 AADT	Model 2040 AADT	Model Growth Rate (30 Years)	Annual Model Growth Rate	Growth Rate	Projected 2040 Daily Volume	V/C
SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		15,583	12,639	11,605	11,399	11,879	11,989	11,422	11,772	-0.34%	15158	18375	21.22%	0.71%	0.71%	14021	0.79
SR-76 (Kanner Hwy)	Locks Rd	Jack James	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39600		19,759	19,629	19,128	19,128	18,947	18,568	18,375	18,781	-0.12%	18769	23782	26.71%	0.89%	0.89%	23296	0.59
SR-76 (Kanner Hwy)	Jack James	Cove Rd	2	I	D	3	Urban	I_D_Urban_2	1-2D	1-3D	Class I: 4-Ln Divided	Class I: 6-Ln Divided	39600	59900	41,722	41,118	38,147	38,027	39,213	39,143	39,547	40,838	-0.04%	43301	61552	42.15%	1.40%	1.40%	56330	0.94
SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	2	I	D	3	Urban	I_D_Urban_2	1-2D	1-3D	Class I: 4-Ln Divided	Class I: 6-Ln Divided	39600	59900	30,402	30,205	29,232	29,348	29,650	29,328	30,025	30,411	0.00%	34701	50601	48.40%	1.55%	1.55%	43110	0.72
SR-76 (Kanner Hwy)	Salerno Rd	Indian St	2	I	D	3	Urban	I_D_Urban_2	1-2D	1-3D	Class I: 4-Ln Divided	Class I: 6-Ln Divided	39600	59900	26,631	25,923	24,675	25,621	26,884	26,700	26,112	25,887	0.01%	28207	42192	49.58%	1.65%	1.65%	37438	0.63
SR-76 (Kanner Hwy)	Indian St	SR-714	2	I	D	3	Urban	I_D_Urban_2	1-2D	1-3D	Class I: 4-Ln Divided	Class I: 6-Ln Divided	39600	59900	23,633	22,321	22,286	23,612	24,048	23,800	23,454	22,929	0.04%	23309	37520	60.97%	2.03%	2.03%	35510	0.89
SR-76 (Kanner Hwy)	SR-714	SR-5	3	I	D		Urban	I_D_Urban_3	1-3D		Class I: 6-Ln Divided		59900		32,625	28,406	28,715	27,060	25,526	27,064	27,300	25,266	-0.31%	29408	40937	39.20%	1.31%	1.31%	34224	0.57
SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	2	II	D		Urban	II_D_Urban_2	2-2D		Class II: 4-Ln Divided		33600		15,702	17,164	17,600	16,929	16,856	17,133	17,799	17,810	0.14%	15158	22476	48.28%	1.61%	1.61%	25549	0.76
SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39600		20,648	20,497	17,711	17,765	19,347	20,347	20,350	21,025	0.09%	21926	31673	44.45%	1.48%	1.48%	29437	0.74
SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	1	I	U		Urban	I_U_Urban_1	1-1D		Class I: 2-Ln Divided		18585		#REF!	12,167	11,636	11,385	12,273	12,716	11,526	13,067	0.16%	11513	14698	27.66%	0.92%	0.92%	16320	0.88
SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	1	UN	U		Urban	UN_U_Urban_1	UN-1		2-Ln Uninter /Undivided Flow		24200		7,302	7,977	6,705	6,909	7,179	7,252	7,297	7,161	-0.03%	9568	12465	30.26%	1.01%	1.01%	9112	0.38
SR-A1A (Ocean Blvd)	SR-732	St Lucie County	1	UN	U		Urban	UN_U_Urban_1	UN-1		2-Ln Uninter /Undivided Flow		24200		12,245	12,484	11,506	11,735	12,264	13,179	12,694	11,919	0.04%	8192	10006	22.14%	0.74%	0.74%	14294	0.59
St Lucie Blvd	CR-A1A	Indian St	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		3,396	3,445	3,110	3,372	3,175	2,935	2,855	2,816	-0.35%	3222	5325	65.27%	2.18%	2.18%	4473	0.28
St Lucie Blvd	Indian St	SR-A1A	1	NS	U		Urban	NS_U_Urban_1	NS-1		2-Ln Undivided Non-State		15930		9,435	8,663	6,756	8,713	7,419	6,977	6,607	6,821	-0.48%	9096	12040	32.51%	1.08%	1.08%	8617	0.55
Westmoreland Blvd	St Lucie County	SR-5	1	II	D		Urban	II_D_Urban_1	2-1D		Class II: 2-Ln Divided		15540		13,073	10,971	11,685	11,286	11,303	11,297	11,204	11,130	-0.18%	9595	13095	36.48%	1.22%	1.22%	14764	0.95
Willoughby Blvd	Cove Rd	Salerno Rd	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		3,046	2,923	2,461	2,880	2,875	2,736	2,917	2,924	0.00%	3723	7076	90.06%	3.00%	3.00%	5294	0.30
Willoughby Blvd	Salerno Rd	Pomeroy St	1	I	U		Urban	I_U_Urban_1	1-1U		Class I: 2-Ln Undivided		17700		8,145	7,230	7,618	7,200	7,149	7,039	7,210	6,718	-0.23%	5939	9734	63.90%	2.13%	2.13%	10582	0.60
Willoughby Blvd	Pomeroy St	Indian St	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39600		8,896	8,559	8,892	8,539	8,419	8,378	8,008	8,496	-0.06%	8495	14180	66.92%	2.23%	2.23%	13616	0.34
Willoughby Blvd	Indian St	SR-714	2	I	D		Urban	I_D_Urban_2	1-2D		Class I: 4-Ln Divided		39600		11,492	11,157	11,439	10,630	10,766	10,706	11,121	11,797	-0.02%	16020	12047	-24.80%	-0.83%	0.50%	13390	0.34
Wright Blvd	SR-5	Dixie Highway	1	II	D		Urban	II_D_Urban_1	2-1D		Class II: 2-Ln Divided		16380		9,000	8,716	8,218	7,607	8,461	8,478	9,139	8,690	0.02%	8377	9100	8.63%	0.29%	0.29%	9365	0.57
SR 9 (I-95)	N of SR 706 (Indiantown Road)		3		D		Transit	_D_Transit_3	FR-1-3D		Transitional 6-Ln Freeway		85600		82,500	64,000	103,500	65,000	66,000	66,000	69,000	67,000	-0.51%	62690	81813	30.50%	1.02%	1.02%	85384	1.00
SR 9 (I-95)	N of CR 708 (Bridge Road)		3		D		Transit	_D_Transit_3	FR-1-3D		Transitional 6-Ln Freeway		85600		64,500	62,500	70,000	69,500	67,500	66,500	71,000	73,000	0.21%	58316	77809	33.43%	1.11%	1.11%	94961	1.11
SR 9 (I-95)	N of SR 76 (Kanner Highway)		3		D		Transit	_D_Transit_3	FR-1-3D		Transitional 6-Ln Freeway		85600		68,500	68,000	62,500	64,000	61,000	55,500	61,000	54,500	-0.34%	71193	94956	33.38%	1.11%	1.11%	70972	0.83
SR 9 (I-95)	S of SR 714 (Martin Highway)		3		D		Transit	_D_Transit_3	FR-1-3D		Transitional 6-Ln Freeway		85600		52,000	47,500	46,500	48,000	50,000	39,000	48,500	48,500	-0.12%	51846	80245	54.78%	1.83%	1.83%	72410	0.85
SR 91	S of SR 714 (Martin Highway)		2		D		Transit	_D_Transit_2	FR-1-2D		Transitional 4-Ln Freeway		57600		35,600	39,200	36,000	36,000	36,000	36,000	35,000	32,000	-0.18%	36513	47591	30.34%	1.01%	1.01%	40922	0.81
SR 91	SR 714 (Stuart)	Becker Road	2		D		Transit	_D_Transit_2	FR-1-2D		Transitional 4-Ln Freeway		57600			43,100	42,100	40,700	41,100	41,000	40,000	37,000	-0.27%	41752	61211	46.61%	1.55%	1.55%	52520	0.91
																	13,767	13,537	13,830	13,307	13,441	13,522								

N/A = Roadway Segment that does not appear in the Travel Demand Model (TCRPM4)

Bold Italic volume has been assumed or adjusted to account for recently constructed or committed projects.
Shaded volume exceeds generalized LOS volume and requires additional analysis.

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
CR-714 (Veteran's Memorial Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	23,957	1,622	C	6.1%
CR-723 (Savanna Rd)	CR-707	NE 24th St	Class I: 2-Ln Undivided	880	9,135	384	C	0.5%
CR-723 (Savanna Rd)	NE 24th St	CR-707A (Jensen Beach Blvd.)	Class I: 2-Ln Undivided	880	9,631	471	C	1.0%
CR-726 (Citrus Blvd)	SR-710	Greenridge Ln	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,783	126	A/B	0.5%
CR-726 (Citrus Blvd)	Greenridge Ln	CR-76A	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,488	137	A/B	0.5%
CR-76A (Citrus Blvd.)	CR-726	SR-714	Transitional 2-Ln Uninter /Undivided Flow	1200	4,269	283	A/B	8.0%
CR-76A (SW 96th St)	CR-726	Pennsylvania Ave	Transitional 2-Ln Uninter /Undivided Flow	1200	3,845	195	A/B	8.0%
CR-76A (SW 96th St)	Pennsylvania Ave	SR-76	Class I: Transitional 2-Ln Undivided	800	8,086	492	C	2.5%
CR-A1A (Dixie Hwy)	SR-5	CR-708	Class II: 2-Ln Undivided	750	3,416	192	C	4.7%
CR-A1A (Dixie Hwy)	CR-708	Osprey St	Class I: 2-Ln Undivided	880	7,552	477	C	3.7%
CR-A1A (Dixie Hwy)	Osprey St	Heritage Blvd	2-Ln Uninter /Undivided Flow	1190	6,595	393	A/B	3.1%
CR-A1A (Dixie Hwy)	Heritage Blvd	Cove Rd	2-Ln Uninter /Undivided Flow	1190	7,147	346	A/B	2.9%
CR-A1A (Dixie Hwy)	Cove Rd	Salerno Rd	Class II: 2-Ln Divided	790	12,131	617	D	3.1%
CR-A1A (Dixie Hwy)	Salerno Rd	St. Lucie Blvd	Class II: 2-Ln Undivided	750	17,261	835	F	3.3%
CR-A1A (Dixie Hwy)	St Lucie Blvd	Jefferson St	Class II: 2-Ln Undivided	750	14,108	748	D	2.9%
CR-A1A (Dixie Hwy)	Jefferson St	Indian St	Class II: 4-Ln Divided	1630	18,389	848	D	2.2%
CR-A1A (Dixie Hwy)	Indian St	SR-714	Class I: 4-Ln Divided	2000	17,161	824	C	3.1%
CR-A1A (Dixie Hwy)	SR-714	SE Fifth St	2-Ln Undivided Non-State	675	6,710	346	D	1.6%
Farm Rd	Dr Martin Luther King Jr Dr	Palm Wy	Class II: 2-Ln Undivided	750	2,817	124	C	3.2%
Fox Brown Rd	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	347	16	A/B	0.0%
Goldenrod Rd	Britt Rd	SR-732	Class II: 4-Ln Divided	1630	4,810	278	A/B	0.5%

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

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Goldenrod Rd	SR-732	SR-5	Class II: 2-Ln Undivided	750	6,877	402	D	1.9%
Goldenrod Rd	SR-5	Westmoreland Blvd	Class II: 2-Ln Undivided	750	4,635	295	C	3.0%
Gomez Ave	CR-708	Crossrip St	Class II: 2-Ln Undivided	750	3,732	199	C	1.4%
Gomez Ave	Crossrip St	Osprey St	Class II: 2-Ln Undivided	750	1,065	61	C	0.5%
Green River Parkway	Dixie Hwy	Baker Rd	Class II: 2-Ln Undivided	750	6,833	351	C	3.1%
Green River Parkway	Baker Rd	SR-732	Class I: 2-Ln Undivided	880	8,341	596	C	4.3%
Green River Parkway	SR-732	St. Lucie County	2-Ln Uninter /Undivided Flow	1190	8,667	576	C	1.8%
Horseshoe Point Rd	CR-A1A	Kubin Ave	2-Ln Undivided Non-State	675	5,647	285	C	0.5%
Indian St	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	29,306	1,729	C	4.7%
Indian St	Willoughby Blvd	SR-5	Class I: 4-Ln Divided	2000	27,852	1,236	C	2.8%
Indian St	SR-5	Commerce Ave	Class I: 4-Ln Divided	2000	22,368	995	C	0.5%
Indian St	Commerce Ave	CR-A1A	Class I: 4-Ln Divided	2000	25,515	1,199	C	2.5%
Indian St	CR-A1A	St Lucie Blvd	2-Ln Undivided Non-State	675	7,051	346	D	1.1%
Indian River Dr	Palmer St	CR-707	Class II: 2-Ln Undivided	750	7,509	374	D	3.7%
Island Way	Palm Beach County	Jupiter Road	Transitional 2-Ln Uninter /Undivided Flow	1200	4,493	302	A/B	3.4%
Island Way	Jupiter Road	Country Club Dr	Class II: 2-Ln Undivided	750	4,855	213	C	0.5%
Jack James Rd	SR-76	Blue Water Wy	Class II: 2-Ln Undivided	750	3,132	294	C	0.5%
Lares St	CR-708	CR-A1A	2-Ln Undivided Non-State	675	3,349	235	C	0.6%
Little Club Wy	Country Club Dr	Wooden Bridge Wy	2-Ln Undivided Non-State	675	2,273	103	C	0.5%
Locks Rd	Canal St	SR-76	2-Ln Undivided Non-State	675	3,667	232	C	2.0%
MacArthur Blvd	Sailfish Point	SR-A1A	2-Ln Undivided Non-State	675	5,989	368	D	6.8%

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

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	Britt Rd	SR-732	Class I: 7-Ln Divided	3530	55,878	2,898	C	0.8%
SR-5 (US-1)	SR-732	Westmoreland Blvd	Class I: 8-Ln Divided	4040	64,147	3,522	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	Class I: 8-Ln Divided	4040	60,343	2,721	C	0.5%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	Uninterrupted Rural Hwy: 2-Ln Undivided	670	6,348	257	C	4.8%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	2-Ln Uninter /Undivided Flow	840	7,419	310	A/B	3.0%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	Class I: 2-Ln Undivided	870	12,335	694	C	4.0%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	Class II: 4-Ln Divided	1710	12,335	694	A/B	4.0%
SR-710 (Warfield Blvd)	CR-726	SR-76 (Kanner)	Transitional 4-Ln Uninter /Divided Flow	2450	11,001	431	A/B	3.4%
SR-710 (Warfield Blvd)	SR-76	Palm Beach County	Transitional 4-Ln Uninter /Divided Flow	2450	6,959	258	A/B	1.4%
SR-714 (Martin Hwy)	I-95	CR-76A (Citrus)	Transitional 2-Ln Uninter /Undivided Flow	1200	13,786	735	C	5.1%
SR-714 (Martin Hwy)	CR-76A (Citrus)	Florida's Turnpike	Class I: 4-Ln Divided	2000	21,291	1,136	C	4.9%
SR-714 (Martin Downs Blvd)	Florida's Turnpike	CR-713	Class I: 4-Ln Divided	2000	20,695	1,038	C	1.7%
SR-714 (Martin Downs Blvd)	CR-713	Matheson Ave	Class I: 4-Ln Divided	2000	27,291	1,267	C	0.5%
SR-714 (Martin Downs Blvd)	Matheson Ave	Mapp Rd	Class I: 4-Ln Divided	2000	32,789	1,738	C	0.5%
SR-714 (Palm City Bridge)	Mapp Rd	SR-76	Class I: 4-Ln Divided	2000	34,751	1,989	D	0.5%
SR-714 (Monterey Rd)	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	22,465	1,274	C	0.5%
SR-714 (Monterey Rd)	Willoughby Blvd	Monterey Extension	Class I: 4-Ln Divided	2000	24,716	1,186	C	0.6%
SR-714 (Monterey Rd)	Monterey Extension	SR-5	Class I: 4-Ln Divided	2000	18,136	926	C	0.8%
SR-714 (Monterey Rd)	SR-5	CR-A1A	Class II: 4-Ln Divided	1630	21,333	1,099	D	0.5%
SR-714 (Monterey Rd)	CR-A1A	SR-A1A	Class I: 4-Ln Divided	1910	19,430	1,031	C	1.1%
SR-732 (Causeway Blvd)	CR-707	SR-A1A	2-Ln Uninter /Undivided Flow	1190	12,645	786	C	0.5%

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

Martin County 2019 Roadway Level of Service Inventory Report

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

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

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

KANNER CPUD/RPUD

ENVIRONMENTAL ASSESSMENT REPORT

Prepared for:

M&M REALTY PARTNERS

Prepared by:

EW CONSULTANTS, INC.

March 2021

INTRODUCTION

The 48.6+/- acre Kanner CPUD/RPUD property covered by this Environmental Assessment is located in the City of Stuart within Section 16 and Hanson Grant, Township 38S, and Range 41E. The property is located approximately one-half mile north of Indian Street and approximately one-half mile south of Monterey Road, between Kanner Highway (SR76) and Willoughby Boulevard. Please refer to Figure 1 Location Map and Figure 2 Quad Map, provided in the Appendix.

The property is adjacent to and bounded to the west by Kanner Highway, to the north by a landscape nursery, to the east by SE Willoughby Boulevard, and undeveloped lands to the south. Figure 3 in the Appendix provides a 2020 aerial photo of the subject property and immediate surroundings.

The Kanner CPUD/RPUD property has been disturbed to varying degrees by historic activities on the site and on surrounding properties. There are multiple structures (residential and agricultural) found throughout the site and much of the property has been cleared and/or altered for agricultural purposes and other uses over time. Aside from relic areas of pine flatwoods, the majority of the vegetative cover on the site is comprised of invasive non-native species that have taken over after previous disturbances.

SOILS

A U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Custom Soil Resource Report was generated for the subject property and is provided in the Appendix. This report contains a soils map with the boundary of the property depicted as well as additional information and descriptions of soil resources for the subject property. According to the soil survey data, four soil types are found on the subject property, with an additional area classified as open water.

It is important to note that the description of these soils, in their natural state, according to the NRCS, was generated in the early 1970s, and therefore predates the more recent land management activities or alterations that have occurred since publication of the Soil Survey.

NATURAL COMMUNITIES AND LAND COVER

The natural communities and land covertypes on the subject property have been classified in accordance with the Florida Land Use, Cover and Forms Classification System (FLUCFCS, January 1999) published by the Florida Department of Transportation. A description of the observed land cover types is provided below and a FLUCFCS Map is provided in the Appendix as Figure 4. All acreage figures are estimates based on aerial photo interpretation and multiple field assessments conducted on the property from July 2018 through September 2020.

#191 - Undeveloped Land in Urban Areas -

The majority of the site has been converted into a mosaic of disturbed non-native open herbaceous areas and areas dominated by invasive exotic vegetation with several residential homes and accessory structures (barns and sheds). The property is surrounded by urban development including a County high school, regional medical facilities, office development and existing residential development. As such, this portion of the property has been categorized as Undeveloped Land in Urban Areas.

Where tree canopy is present, invasive non-native species are dominant including java plum, Indian laurel, royal poinciana, eucalyptus, neem, Australian pine, seaside mahoe, and melaleuca. Scattered native trees remain, including slash pines and laurel oaks. The understory is typically sparse or dominated by invasive non-native vegetation such as Brazilian pepper. Old world climbing fern and air potato (also invasive non-native species) are draping most trees in this land cover.

In areas that are regularly mowed, the ground cover is comprised of non-native pasture grasses (bahia grass) and other ruderal weeds (torpedo grass, flatsedges, creeping ox-eye). Open areas that are not regularly mowed are dominated by a dense, monotypic cover of invasive non-native napier grass and guineagrass.

#411 - Pine Flatwoods -

There are relic areas in the southern portion of the property that exhibit the typical characteristics of pine flatwoods. The vegetative composition of this land cover type is predominantly native with the canopy dominated by slash pine, cabbage palm, and laurel oak. Invasive non-native species are also present including java plum, Indian laurel and Brazilian pepper. The sub-canopy is generally dense and dominated by native species such as saw palmetto, myrsine, wax myrtle, and gallberry along with invasive non-native species including strawberry guava and Brazilian pepper. The native vegetative ground cover, when present, is comprised of love grass, swamp fern, broomsedge, and road grass.

Native species of vines include greenbrier, blackberry, and wild grape which are also found in this area. Invasive non-native species including old-world-climbing-fern and air potato have encroached into this habitat with some areas exhibiting near-dominance of the native tree and shrubs species.

#436 – Upland Scrub, Pine and Hardwoods -

There is an area in the south eastern portion of the property that exhibit the typical characteristics of an upland scrub habitat. The vegetative composition of this land cover type is predominantly native with the canopy dominated by sand pine, scrub oak, myrtle oak, and sand live oak. The sub-canopy is generally dense and dominated by native species such as saw palmetto, and rusty staggerbush. Native species of vines include greenbrier, blackberry, and wild grape which are also found in this area. Due to the dense canopy and sub-canopy, groundcover vegetation is sparse.

#510 – Ditches -

The site exhibits several linear man-made ditches. Portions of the ditches are currently under a dense Brazilian pepper tree cover. A ditch that spans east-west, from Willoughby Boulevard to Kanner Highway, across the southern portion of the site serves as a drainage conveyance system for offsite lands. This feature has been partially relocated and re-constructed as a result of the recent completion of the onsite FDOT surface water management pond.

#534 – Reservoirs less than 10 acres -

There are several excavated ponds that are scattered throughout the site. These man-made water bodies have generally been in place for an extended period of time and are surrounded by seaside mahoe and Australian pine, both invasive non-native species. This category also includes an FDOT surface water management pond in the southwestern portion of the property, serving as drainage for Kanner Highway.

#618 – Willow and elderberry -

This wetland area exhibits deep water habitats that are likely the result of historic excavation that created an upland island in the northern portion of this wetland. The predominant vegetation is Carolina willow within the central area of the wetland. The deeper excavated fringe areas exhibit invasive species including Peruvian primrose willow and wild taro, along with native species such as giant leather fern and swamp mallow.

#619 – Exotic Hardwood Wetland -

There is a wetland located in the northern portion of the site that has a tree canopy dominated by melaleuca. The ground cover is comprised of swamp fern and day flowers. The eastern portion of this wetland has been encroached by seaside mahoe, an invasive non-native species.

#641 – Freshwater marsh -

There are several freshwater marshes are found scattered throughout the property. The two freshwater marshes located in the northern portion of the site have been degraded by surrounding land uses and off-road vehicle usage. The other wetlands found in the southern portion of the site exhibit native vegetation comprised of grasses, sedges, spike rush and water lilies. Invasive exotic vegetation including torpedo grass and melaleuca trees are present as well.

#643 – Wet prairies -

There are several shallow wet prairie wetlands on the property. As a result of surrounding land uses, most of these wetlands do not exhibit a natural plant composition. The wet prairie located along the northwestern property boundary is comprised of native day flowers and swamp fern

along with invasive non-native species including guinea grass, napier grass, and seaside mahoe. Another wet prairie exists in the central portion of the northern portion of the property. It is dominated by flatsedges, roadgrass, and swamp mallow, along with invasive non-native species including torpedo grass, Peruvian primrose willow, wild taro, and napier grass. A third wet prairie exhibits a natural plant composition and is found in the southeastern portion of the site.

#740 – Disturbed Lands -

Several areas of the property are categorized as the "disturbed lands" cover type based on past land disturbances. The primary area in this category is the southern fringe of the property that has become dominated by napier grass. An additional area occurs immediately west of the FDOT pond at the southwest corner of the property as well as the associated drainage improvements in this area.

WETLAND DETERMINATION

The limits of state jurisdictional wetlands have been field-flagged and field-verified by the South Florida Water Management District (SFWMD). Please refer to the Informal Wetland Determination issued on November 19, 2018, a copy of which is provided in the Appendix of this document.

A Conceptual Environmental Resource Permit (ERP) was recently issued based on this SFWMD wetland delineation and jurisdictional determination. Please refer to the Conceptual ERP issued on August 26, 2020, a copy of which is provided in the Appendix of this document.

The remainder of the property received an Informal Wetland Determination (IWD) from the SFWMD. Please refer to the IWD issued on November 3, 2020, a copy of which is provided in the Appendix of this document.

Based on these verified wetland determinations from SFWMD,, the property contains 6.5 +/- acres of wetlands and 4.1 +/- acres of "other surface waters", of which, 3.7 +/- acres are a "Permitted Surface Water Management Facility" for DOT drainage along Kanner Highway.

According to the definition of Outstanding Resource Wetland in Chapter XII of the City of Stuart Land Development Code, there are no Outstanding Resource Wetlands present on site as none of the wetlands are naturally connected to the St. Lucie River.

WILDLIFE EVALUATION

During the field assessment of the property, observations were made to evaluate the presence or potential presence of wildlife. In particular, observations were made for species listed by Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and Wildlife Service (USFWS) as endangered, threatened or of special concern.

The site reconnaissance conducted between July 2018 and September 2020 included observations of the following non-listed species on the subject property:

Bird species including boat-tail grackle, blue jay, cardinal, and mockingbird. Mammals including grey squirrels and raccoons were observed in the tree canopy along with indicators of the presence of rabbits in the form of scat found throughout the property.

Given the surrounding urban development and activity as well as the historic and ongoing agricultural and residential activities, the property provides significantly reduced foraging and/or nesting habitat for state and/or federally listed wildlife species.

Gopher tortoises are listed as a Threatened species by the State of Florida. Based on the findings of a preliminary survey, gopher tortoise burrows were found in several locations within the property. As such, in advance of any land development activity, a 100% survey of potential habitat areas will be required and any gopher tortoises present will be relocated in accordance with FFWCC permitting requirements.

Wading birds are the only other listed species that may potentially utilize portions of the property for foraging. Any such use by these species would be transient in nature and no roosting or nesting areas have been observed on the site.

PRESERVE AREA AND UPLAND BUFFER EVALUATION

The subject property is approximately 48.6 acres. The wetland determination indicates that there are 6.5 +/- acres of wetlands and 4.1 +/- acres of other surface waters within the property.. The remaining 38 +/- acres comprise the upland acreage of the site. In accordance with City Code, 25% of the upland acreage is used to calculate the projected upland preserve requirement at 9.5 +/- acres.

SUMMARY

Overall, the wetlands found on the property are isolated and no longer exhibit a natural or native plant composition. The isolation of the wetlands and the surrounding urban development act to reduce their interaction with regional landscape features as well as wildlife support. These wetlands are degraded by historic hydrologic alterations and invasive species encroachment and thus offer minimal ecological functions for fish and wildlife.

Similarly, the upland pine flatwoods found on site are considered native upland habitat but have been encroached by invasive non-native vegetation and are isolated from larger natural areas by the surrounding urban development.

The uplands on the site provide varying quality suitable habitat for gopher tortoises.Gopher tortoise burrows identified during preliminary surveys were concentrated in the upland scrub portion of the property with sparse occurrences in the undeveloped uplands on the property. No other listed wildlife species were observed on site. Wading birds are the only likely listed species that could potentially utilize some portions of the property however, any such use is likely to be transient.

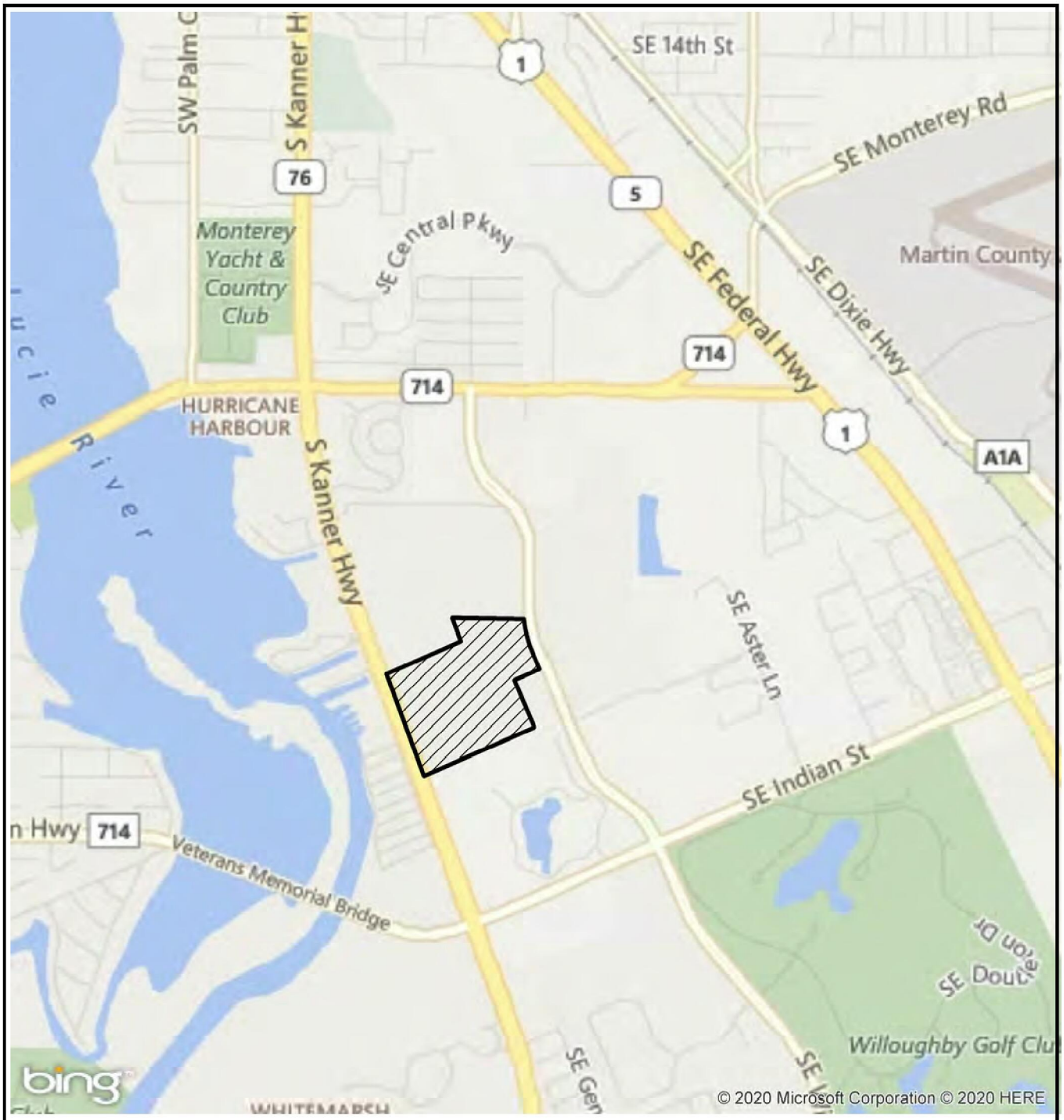
APPENDIX

Maps and Figures:

Figure 1: Location Map
Figure 2: Quad Map
Figure 3: Aerial Photograph
Figure 4: FLUCFCS Map

SFWMD Conceptual Environmental Resouce Permit
SFWMD Informal Wetland Determination

USDA Custom Soil Resource Report



LEGEND

▨ - SITE (48.6+/- AC)

0 2,000 Feet

N

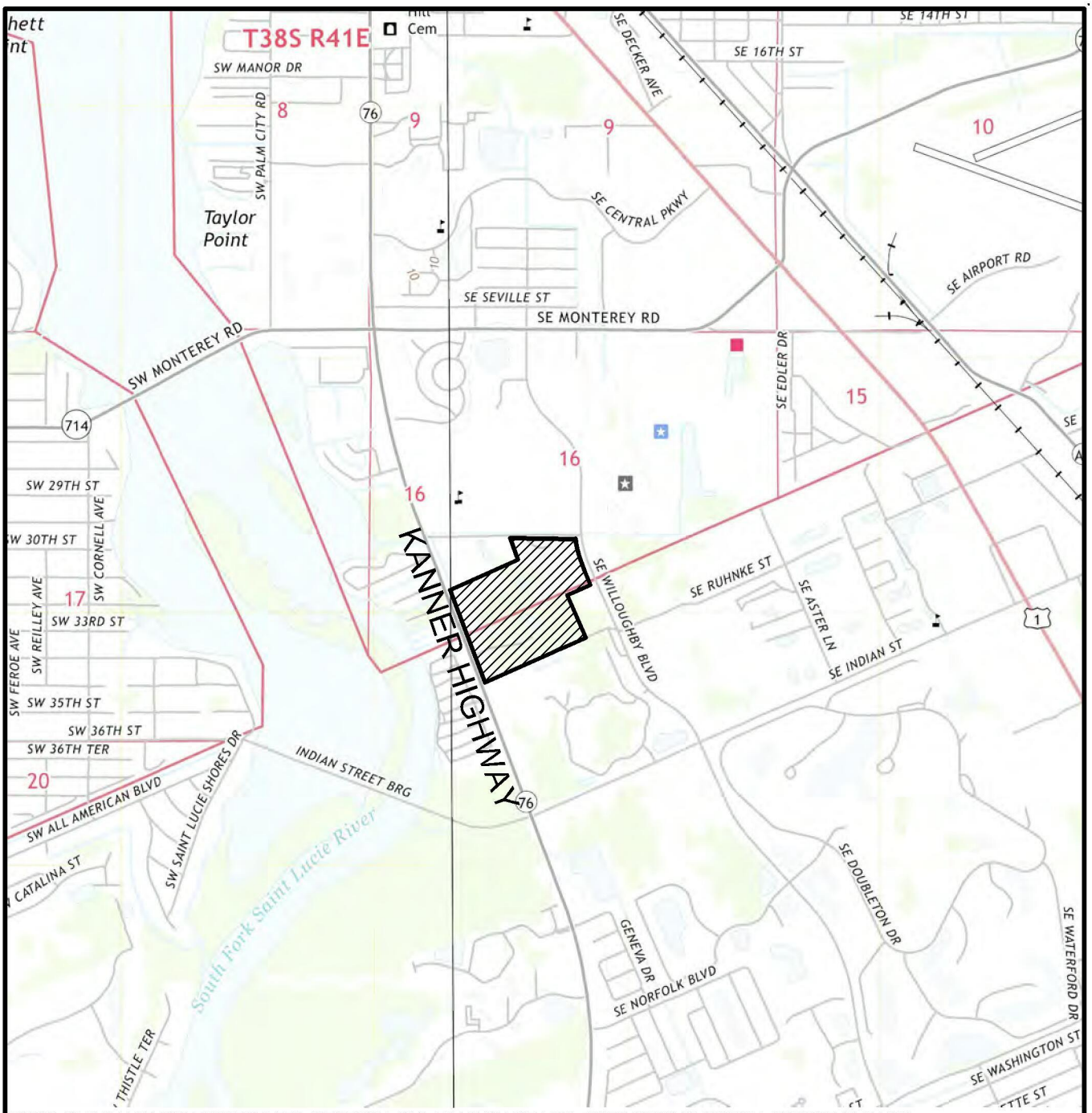
KANNER CPUD/RPUD
LOCATION MAP

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

OCT 2020

FIGURE

1



USGS QUAD MAP "ST LUCIE INLET", SECTION 16 & HANSON GRANT, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, LATITUDE 27°09'56" LONGITUDE -80°14'52"

LEGEND

▨ - SITE (48.6± AC)

0 2000

SCALE IN FEET

KANNER CPUD/RPUD

QUAD

EW CONSULTANTS, INC.

EW CONSULTANTS, INC.

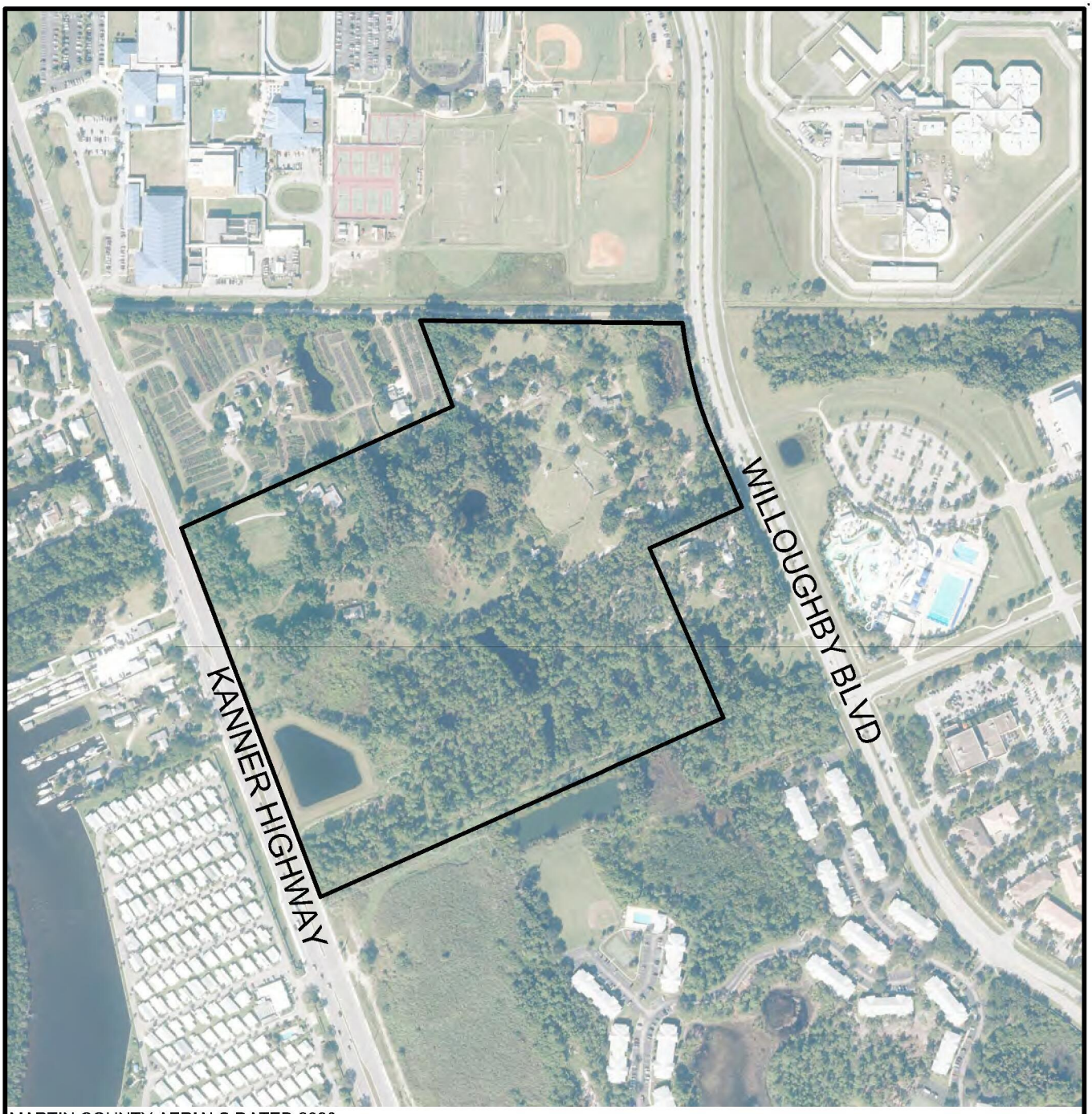
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FIGURE

2

'Kanner CPUD RPUD.dwg QUAD



MARTIN COUNTY AERIALS DATED 2020

0 500
SCALE IN FEET

KANNER CPUD/RPUD

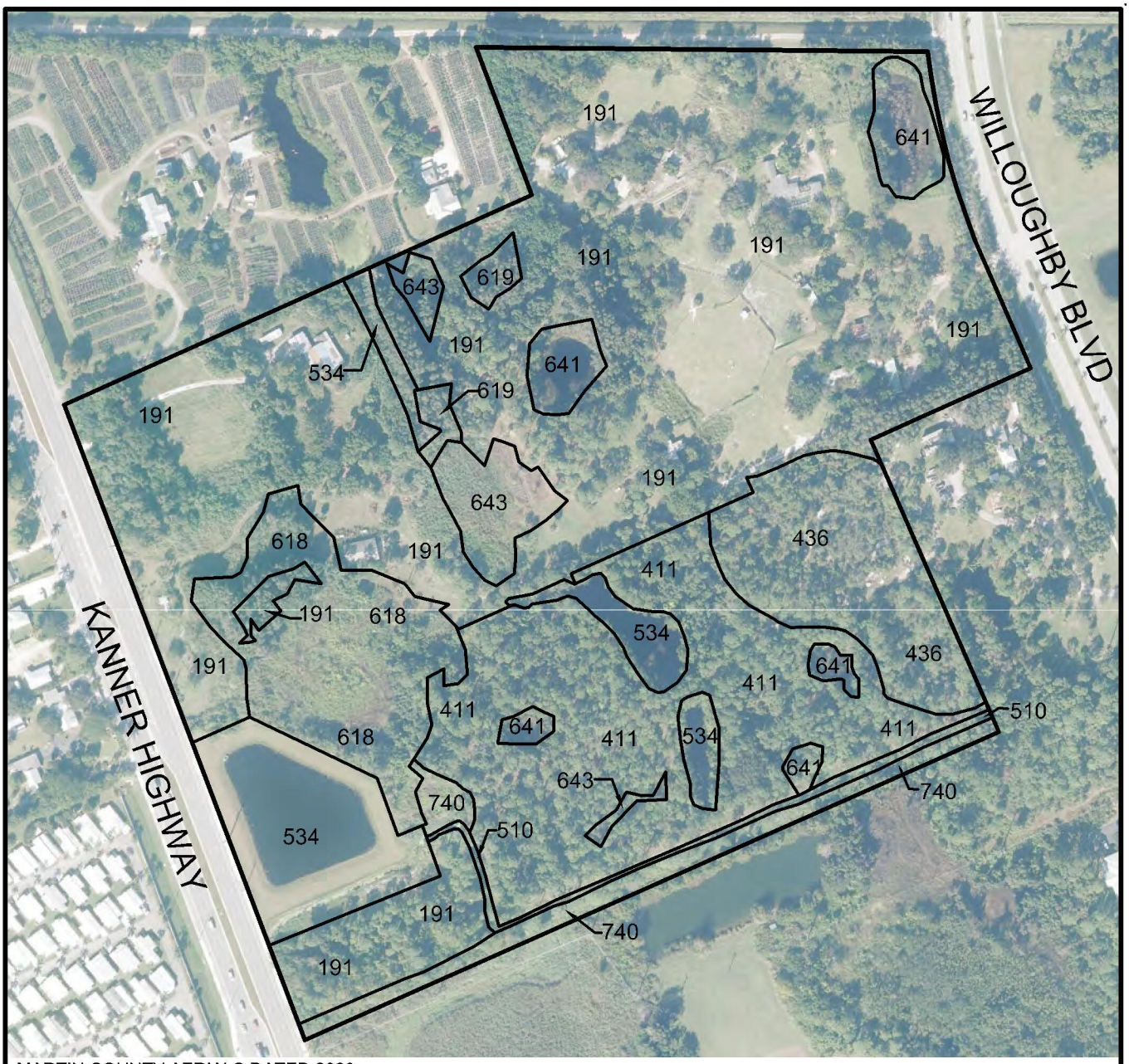
AERIAL

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FIGURE
3

'Kanner CPUD RPUD.dwg AERIAL



MARTIN COUNTY AERIALS DATED 2020

LEGEND

0 300

SCALE IN FEET

191 - UNDEVELOPED LANDS WITHIN URBAN AREAS (25.8± AC)
411 - PINE FLATWOODS (7.8± AC)
436 - UPLAND SCRUB, PINE, HARDWOODS (3.1±AC)
510 - DITCHES (0.4± AC)
534 - RESERVOIRS LESS THAN 10 ACS (3.7± AC)
618 - WILLOW & ELDERBERRY (3.5± AC)
619 - EXOTIC WETLAND HARDWOODS (0.3± AC)
641 - FRESHWATER MARSHES (1.5± AC)
643 - WET PRAIRIES (1.2± AC)
740 - DISTURBED LANDS (1.3± AC)
TOTAL SITE (48.6± AC)

KANNER CPUD/RPUD

FLUCFCS

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STUART, FL 34996
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OCT 2020

FIGURE

4

'Kanner CPUD RPUD.dwg FLUCFCS

KANNER CPUD

SFWMD Conceptual ERP

Application No. 200323-3070

Conceptual Permit No. 43-103195-P

Date Issued: August 26, 2020

South Florida Water Management District
Conceptual Permit No. 43-103195-P
Date Issued: August 26, 2020

Permittee:	M&M Stuart, LLC 1260 Stelton Road Piscataway, NJ 08854
Project:	Kanner CPUD
Application No.	200323-3070
Location:	Martin County, See Exhibit 1

Your application for a Conceptual Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.

Ricardo A. Valera, P.E.
Bureau Chief, Environmental Resource Bureau

South Florida Water Management District
Conceptual Permit No. 43-103195-P

Date Issued: August 26, 2020	**Expiration Date:** August 26, 2040
Project Name:	Kanner CPUD
Permittee:	M&M Stuart, LLC 1260 Stelton Road Piscataway, NJ 08854
Operating Entity:	M&M Stuart, LLC 1260 Stelton Road Piscataway, NJ 08854
Location:	Martin County
Permit Acres:	32.61 acres
Project Land Use:	Commercial Residential
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3210
Wetland and Surface Water Impacts:	6.45 acres
Sovereign Submerged Lands:	No

Project Summary
This permit authorizes Conceptual Approval of a stormwater management (SWM) system serving 32.61-acres of mixed use developement known as Kanner CPUD.

The project includes a commercial shopping center, refueling station, residential units, supporting infrastructure, and SWM systems.

The project will include relocation of the existing Florida Department of Transportation (FDOT) SWM facilities serving Basin 8 of Kanner Highway that are located on the site. The project will include three driveway connections and turn lanes within South Kanner Highway for ingress and egress.

The project site receives offsite runoff from the north, south, and east that will be routed through the project.

Please refer to SWM plans Exhibit No. 2.0 and the SWM Maps Exhibit No. 2.2 for additional details.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site is located in Martin County. Please refer to Exhibit No. 1.0 for a location map.

The site includes a SWM system serving a portion of Kanner Highway pursuant to Permit No. 43-00785-S. The site includes a ditch system that conveys off site flows from Willoughby Boulevard and areas to the east through the site to the St. Luice River via cross culverts under Kanner Highway.

The site is primarily undeveloped with native uplands, wetlands and other surface waters. For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Ownership, Operation and Maintenance
Perpetual operation and maintenance of the stormwater management system is the responsibility of M&M Stuart, LLC. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

The project area is currently under contract for puchase by M&M Stuart, LLC who will be the sole owner of the project area and who has indicated that the perpetual operating entity for this project will be M&M Stuart, LLC. If the subject property is subdivided in the future, a permit modification will be required to address the need for an appropriate operating entity, such as a property owners association, in accordance with Section 12.3, Vol I.

M&M Stuart, LLC submitted two purchase agreements as demonstration of real property interest for the project area. Prior to commencement of any phase of construction, documentation of ownership must be submitted to the Agency. If the property is conveyed to an entity other than the permittee, a permit transfer will be required.

Prior to commencement of any phase of construction, authorization for works proposed on FDOT property must be submitted to the Agency.

Engineering Evaluation:

Land Use
Please refer to the data tables and Exhibit No. 2.1 for additional land use details.

Water Quality
The project will provide the required water quality treatment volume based on 2.5 inches over the imperviousness of the controlled basin areas. Commercial parcels will be required to provide half of one inch of dry pre-treatment prior to discharge to the wet detention systems.

The project is located within the St. Lucie Basin, which is impaired pursuant to 62-304.705 F.A.C. In order to provide reasonable assurance that the proposed project will not contribute to the existing impairment, an additional 50% water quality treatment volume is provided. A site specific pre vs. post development nutrient analysis has been provided demonstrating that the proposed system will not increase the annual nutrient loading over existing conditions

Water Quantity
The proposed SWM design is based on the pre- vs post-development analysis of the existing drainage patterns of a 107.42-acre watershed that includes the site. The three basins discharging through the site are mapped and identified on the system maps within Exhibit No. 2.2 as points of interest (POI) A, B, and C.

The three systems are further described below and, for simplicity, will be referred to as Basin A, Basin B and Basin C. Within each Basin the various sub-basins are also identified based on their associated sub-basin letter and number.

The Basin A system includes offsite runoff from approximately 66.41 acres east of the proposed project including portions of Willoughby Boulevard and areas east of Willoughby Boulevard, and

approximately 25.72 acres within the developed sub basins of the project: A-NWW-6, A-NWW 6-A, A-NWW 6-B, A-NWW-6C, A-NWW-6D. The onsite Basin A sub-basins are collectively referred to as Basin A-6 in the data tables.

Within the developed portions of the site, the existing ditch system that conveys offsite runoff from properties to the east will be replaced with a swale and box culvert collection system. The sub-basin 6 control structure will discharge to the offsite bypass box culvert system. Basin A also receives offsite runoff from sub-basin A-1 from the South. The Basin A system discharges to an existing pair of 24-inch cross culverts within Kanner Highway and ultimately to the St. Lucie River through the FDOT outfall. The pre-developed discharge rate for Basin A was determined to be 46.23 cfs. The post-development discharge rate for Basin A was determined to be 42.82 cfs.

The site conditions are not conducive to recovery of retention volumes by infiltration. Pursuant to Section 4.2.1 (a) (3) Vol. II., in order to provide reasonable assurance of the long-term flood protection capacity of the system, minimum flood protection levels were established based on the initial stage of the system starting at the retained elevation of 4.33-ft. NAVD.

Basin B is primarily the existing Florida Department of Transportation (FDOT) pond located on the site that serves Basin 8 of Kanner Highway and includes sub-basins B-NWW-4, B-NWW-4A, B-NWW-4.1. The Basin B pond will continue to serve Kanner Highway and a portion of the site along Kanner Highway as well as some offsite area to the north of the property. The pre-developed discharge rate for Basin B was determined to be 10.52 cfs. The post-development discharge rate for Basin B was determined to be 9.98 cfs.

Basin B-NWW-4 includes the existing pond serving Basin 8 of Kanner Highway. The pond will be enlarged from 1.10 acres to 1.45 acres, and relocated on the site.

Basin B-NWW-4.1 includes a small portion of the site along the northern property line as well as some offsite areas. The Basins 4.1 system also includes a dry detention system to attenuate the existing offsite flows. The basin will discharge to the existing FDOT basin control structure which discharges via the existing 18-in. pipe within the FDOT Kanner Highway system at POI B.

The existing FDOT basin 8 control structure will be maintained, and a 12-ft x12-ft concrete box will be constructed around the existing structure to allow the relocated pond to be hydraulically connected to the control structure via an 18-in. pipe to maintain its existing functionality. The Basin B system will discharge via the existing FDOT Kanner Highway system at POI B.

Basin C is a small portion of the site along the northern boundary that will continue to follow its historic pattern of sheet flow to an existing offsite pond on the Lychee Tree Farm that discharges to the ditch system adjacent to the Martin County High School.

Please see the land use data tables Exhibit No. 2.1 and system maps Exhibit No. 2.2 for additional details.

Discharge
The proposed discharge rate is based on a pre- vs post-development analysis of the existing drainage patterns of a 107.42-acre water shed including the project.

Parking Lot Design
As found in Water Quantity Data Table minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

Finished Floors
As found in Water Quantity Data Table minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Offsite Flows
The project receives offsite runoff from the adjacent areas to the north, south and east.

The portion of the existing drainage ditch that conveys offsite flows of 24.24 cfs from the east through the site will be replaced with a box culvert as a result of the proposed development. A proposed swale system will be extended north along the eastern boundary to collect and convey offsite runoff from areas draining to the site from the east. A box culvert will be constructed through the developed portion of the site to convey stormwater to the existing twin 24-inch cross-culverts under Kanner Highway as part of the FDOT system. Please refer to location POI A within the system maps Exhibit No. 2.2 for additional details.

Certification, Operation, and Maintenance:
Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

Engineering Evaluation Tables:

Land Use

Basin	Land Type	Area (ac)	% of Total Basin
A-6	Building Cover New	5.15	20.02
	Impervious	15.89	61.78
	Lake	1.68	6.53
	Pervious	3.00	11.66
	Total:	25.72	100%
B-4	Pavement	6.75	49.82
	Lake	1.45	10.70
	Pervious	5.35	39.48
	Total:	13.55	100%
C-1	Pervious	1.72	100.00
	Total:	1.72	100%

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Length Required (ft)	Length Provided (ft)	Overflow Elevation (ft NAVD88)
A-6	Treatment	WET RETENTION	2.70	2.70	N/A	N/A	4.33
	Treatment	EXFILTRATION TRENCH	0.78	0.78	2860.00	2860.00	5.75
B-4	Treatment	WET DETENTION	2.10	2.10	N/A	N/A	4.18

Water Quantity

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)	Peak Discharge Rate (cfs)	Allowable Discharge Rate (cfs)
A-6	Finished Floor	100Y3D	14.00	10.70	10.75	N/A	N/A
	Perimeter Berm/ Discharge	25YR3D	11.50	7.50	7.50	27.76	27.76
	Parking Lot	25YR3D	11.50	7.50	7.50	N/A	N/A
B-4	Discharge	25YR3D	11.50	5.85	5.85	9.98	10.52
C-1	Discharge	25YR3D	11.50	5.62	5.62	8.01	8.01

Bleeder

Basin	WSWT EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Dia.(in)	Invert EL (ft NAVD88)	Receiving Body
B-4	3.00	FDOT OCS	Water Quality	1	Circular Orifice	3.00	3.00	St Lucie River

Inlets

Basin	WSWT EL (ft NAVD88)	Structure #	Structure Type	Count	Length (in)	Width (in)	Crest EL (ft NAVD88)	Receiving Body
A-6	3.00	NWW6 OCS	Discharge	1	49.0	37.0	7.50	St Lucie River

Weir

Basin	WSWT EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Width (in)	Height (in)	Crest EL (ft NAVD88)	Receiving Body
A-6	3.00	NWW6 OCS	Discharge	2	Rectangular Orifice	18.00	24.00	4.33	St Lucie River
				1	Rectangular Orifice	36.00	24.00	4.33	
B-4	3.00	FDOT OCS	Discharge	1	Rectangular Orifice	84.00	28.00	4.18	St Lucie River

Environmental Evaluation:

Wetlands and Other Surface Waters

The project site contains seven wetlands totaling 5.59 acres and four other surface waters totaling 0.86 acres. An informal wetland determination was conducted on August 21, 2018 (Application No. 180814-761) and District staff conducted a follow up site visit on January 13, 2020 to complete functional assessments of the wetlands in anticipation of an ERP application submittal for development. Please see Exhibit No. 3.0 for wetland and other surface water locations. The wetlands can generally be described as freshwater marsh, wet prairie, and mixed wetland hardwoods. All wetlands have some melaleuca trees present. Additional wetland descriptions are available in the ePermitting file.

The applicant evaluated several design modifications of the project; however, impacts to wetlands and other surface waters could not be reduced or eliminated in any scenario due to the large size of the proposed warehouse-style retail store (150,000 sf) and connected fueling station. Additionally, requirements associated with the number of parking spaces for a retail store of this size limit the options for alternative designs. Consequently, the applicant has demonstrated compliance with elimination or reduction of impacts criteria described in Section 10.2.1 of the Applicant's Handbook Volume I. The analysis can be found in the ePermitting file.

The project will result in 5.59 acres of wetland impacts and work in 0.86 acres of other surface waters as described in the table below. Exhibit No. 3.1 (Sheet 2 of 7 of the conceptual plan set) identifies the locations of the wetlands and other surface waters being impacted.

Impact to five of the wetland areas, totaling 1.06 acres, does not require compensatory mitigation because all of these wetlands meet the qualifying criteria described in Section 10.2.2.1 of the Applicant's Handbook Volume I. Cumulatively, wetlands numbered 2 through 6 represent a functional loss of 0.41 units. To mitigate for the remaining 4.53 acres of impacts to Wetland 1 and Wetland 7, the applicant proposes to purchase 1.97 mitigation bank credits from Bluefield Ranch Mitigation Bank. The amount of required mitigation was determined using the Wetland Rapid Assessment Procedure. The final scores can be found in the ePermitting file.

The project also includes work in 0.66 acres of existing ponds and 0.20 acres of existing ditches. These ponds and ditches are classified as other surface waters constructed in uplands and mitigation for these impacts is not required pursuant to Section 10.2.2.2 of the Applicant's Handbook Volume I.

The proposed mitigation is not physically located within the same basin as the impacts; however, the applicant demonstrated compliance with Section 10.2.8 of the Applicant's Handbook Volume I. The proposed mitigation fully offsets the adverse impacts within the impacted basin based on factors such as connectivity of waters, hydrology, habitat range of affected species, and water quality. Therefore, the project (as currently envisioned) will not result in unacceptable cumulative impacts upon wetlands and other surface waters within the St. Lucie Basin. The analysis can be found in the ePermitting file.

Fish, Wildlife, and Listed Species

The wetlands and other surface waters to be impacted do not provide significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the uplands within the project for nesting or denning. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Environmental Evaluation Tables:

Summary

Wetlands and Other Surface Waters:	6.45	acres
Direct Impacts:	6.45	acres
Secondary impacts:	0	acres
Net UMAM Functional Loss/ Gain:	0	units
Total Onsite Mitigation Area:	0	acres
Total Offsite Mitigation Area:	0	acres

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
Bluefield Ranch	FH	1.97
Total:		1.97

Kanner CPUD Conceptual

Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
2	0.19	Direct Impact	Mixed Wetland Hardwoods	0	0	0.000
3	0.45	Direct Impact	Freshwater Marshes	0	0	0.000
4	0.2	Direct Impact	Wet Prairies	0	0	0.000
5	0.09	Direct Impact	Wet Prairies	0	0	0.000
6	0.13	Direct Impact	Freshwater Marshes	0	0	0.000
1	0.28	Works in Surface Waters	Ponds	0	0	0.000
2	0.3	Works in Surface Waters	Ponds	0	0	0.000
3	0.2	Works in Surface Waters	Ditches and Canals	0	0	0.000
5	0.08	Works in Surface Waters	Ponds	0	0	0.000
Total:	**1.92**					**0.000**

Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
1	1.04	Wet Prairies	Bluefield Ranch	WRAP	0.41	0	1	0.43
7	3.49	Freshwater Marshes	Bluefield Ranch	WRAP	0.44	0	1	1.54
Total:	**4.53**							

Related Concerns:

Water and Wastewater Service
CIty of Stuart

Historical/ Archeological Resources
The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore the project is unlikely to have an effect upon any such resoures.

This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Conceptual Permits

1. This permit does not authorize any construction, alteration, maintenance, operation, removal, or abandonment, except where such activities are specifically authorized as the first phase of an individual permit or are authorized to occur in accordance with a general permit or exemption under Chapter 62-330, F.A.C.

2. This permit does not:
   (a) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   (b) Convey to the permittee or create in the permittee any interest in real property;
   (c) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   (d) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

3. The permittee shall notify the Agency in writing:
   (a) Immediately if any previously submitted information is discovered to be inaccurate; and
   (b) Within 30 days of any conveyance or division of ownership or control of the property or the system, the name and contact information for the new owner.

4. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample, and test the project site to ensure conformity with the permit.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

6. This conceptual approval permit only authorizes design concepts for a master or future plan to construct, alter, operate, maintain, remove, or abandon projects that require a permit under Part IV of Chapter 373, F.S. It does not authorize any construction, alteration, operation, maintenance, removal, or abandonment, or the establishment and operation of a mitigation bank, or relieve the permit holder of any requirements to obtain such permits.

7. Subsequent applications to construct and operate activities shall be prepared and submitted using the applicable procedures in Rules 62-330.052, 62-330.054, 62-330.060, and 62-330.402 F.A.C., and sections 4.2.2, 4.2.3, 4.3, and 4.4 of Volume I. An application for conceptual approval for a mitigation bank shall also include the materials required by Chapter 62-342, F.A.C.

8. Issuance of this conceptual approval permit is a determination, within the level of detail provided in the application, that the activities approved in this permit are consistent with applicable rules at the time of issuance. This permit provides the conceptual approval permit holder with a rebuttable presumption, during the duration of this permit, that the engineering design and scientific principles upon which the conceptual approval permit approved herein are likely to meet applicable rule criteria for issuance of permits for subsequent phases of the project, provided all of the following are met at the time of receipt of a complete application to construct and operate the future phases:
   (a) The application to construct and operate the future phases remains consistent with the designs and conditions of this permit. Primary areas for consistency comparisons include the size, location, and extent of the activities proposed, the type and nature of the activities, percent imperviousness, allowable discharge and points of discharge, location and extent of wetland

and other surface water impacts, mitigation plans implemented or proposed, control elevations, extent of stormwater reuse, detention and retention volumes, and the extent of flood elevations.
If an application for construction of any portion of the land area covered by this permit is inconsistent with the design concepts and conditions approved herein, the application will be reviewed to determine the extent to which the inconsistency will affect the designs and conditions for the remainder of the lands contained in this permit. If the inconsistency will materially affect those designs and conditions, then the applicant must demonstrate that the holder of this permit agrees to that inconsistency. In such a case, the holder of the conceptual approval permit may:
1. Modify the conceptual approval permit to conform to the revised design;
2. Abandon reliance on the conceptual approval permit; or
3. Rely on those portions of the conceptual approval permit for only those areas that were not affected by the inconsistency.
(b) There are no changes to state water quality standards that would be affected by activities authorized in the conceptual approval permit that have not already been authorized for construction or operation.
(c) There have been no amendments to Florida law governing special basin criteria that would affect future activities authorized by the conceptual approval permit that have not already been authorized for construction.
(d) There are no substantive changes in the site characteristics that would affect whether the design concepts approved in the conceptual approval permit can continue to be reasonably expected to meet the conditions for authorizing construction of future phases. This shall include such things as changes in the designation of listed species, and changes to nesting, denning, and critical designation status of listed species that exist within the lands served by the project area.

9. If changes are proposed to the design of existing or future phases, or where there have been changes to state water quality standards, special basins, or site characteristics as described in conditions (3)(a) through (d), above, during the duration of this permit, the applicant must modify this permit if it wishes to continue to rely on this permit as a basis that reasonable assurance exists for the Agency to issue future construction or operation permits under the terms and conditions of this permit. If the permittee fails to do this, this conceptual approval permit can no longer be relied upon as a basis, in part or whole, under which permits to construct or operate future phases will be issued, and the Agency will reevaluate the terms and conditions of this permit at the time a permit application is received to construct the next phase of activities, or at the next requested extension of this permit's duration in accordance with subsection 62-330.056(11), F.A.C., whichever occurs first.

Special Conditions for Conceptual Permits

1. The Conceptual Approval shall expire on the date shown on page 2 of this permit, in accordance with Rules 62-330.056(9) and (10), F.A.C.

2. Operation and maintenance of the stormwater management system shall be the responsibility of M&M Stuart, LLC. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property of the system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.

3. Pursuant to Section 4.2.3(d)(3) of Applicant's Handbook Volume I, prior to commencement of any phase of construction, documentation of ownership for the property subject to this conceptual approval must be submitted to the Agency. If the property is conveyed to an entity other than the permittee, a permit transfer will be required.

4. The delineation of the extent of wetlands and/or other surface waters located within the limits of the proposed development has been determined pursuant to Rule 62-340, F.A.C and shall be considered binding.

5. At the time of application for any phase of construction that includes wetland impacts, the permittee shall demonstrate that an adequate portion of the mitigation plan has been or shall be executed and completed in a timely manner (i.e., concurrent with the wetland impacts) and that the specified mitigation will adequately offset the wetland impacts associated with that phase.

6. This permit does not eliminate the need to obtain any and all necessary easements and rights of way prior to the start of any activity approved herein. This permit does not convey to the permittee, or create for the permittee, any property right, or any interest in real property; nor does it authorize any entrance upon, or activities on, property which is not owned or controlled by the permittee; or convey any rights or privileges other than those specified in the permit and Chapter 62-330, F.A.C.

7. The future construction of the SWM system serving Kanner highway (Basin B4) will require a joint application between the permitee and the Florida Department of Transportation.

Distribution List

Russell Mcfall, II, Maser Consulting PA

Eileen Nehme, Nehme Holdings LLC

Mahmoud Hadid, Willoughby Group LLC

Tim Voelker, City Of Stuart

James Poole, PE, Florida Department Of Transportation

US Army Corps of Engineers - Permit Section

Martin County Board of County Commissioners

Martin County Growth Management Department

Martin County Engineering Department

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at http://my.sfwmd.gov/ePermitting and searching under this application number 200323-3070 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 SWM Plans

Exhibit No. 2.1 Landuse

Exhibit No. 2.2 SWM Maps

Exhibit No. 3.0 Wetland Location Map

Exhibit No. 3.1 Wetland and OSW Impact Map

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

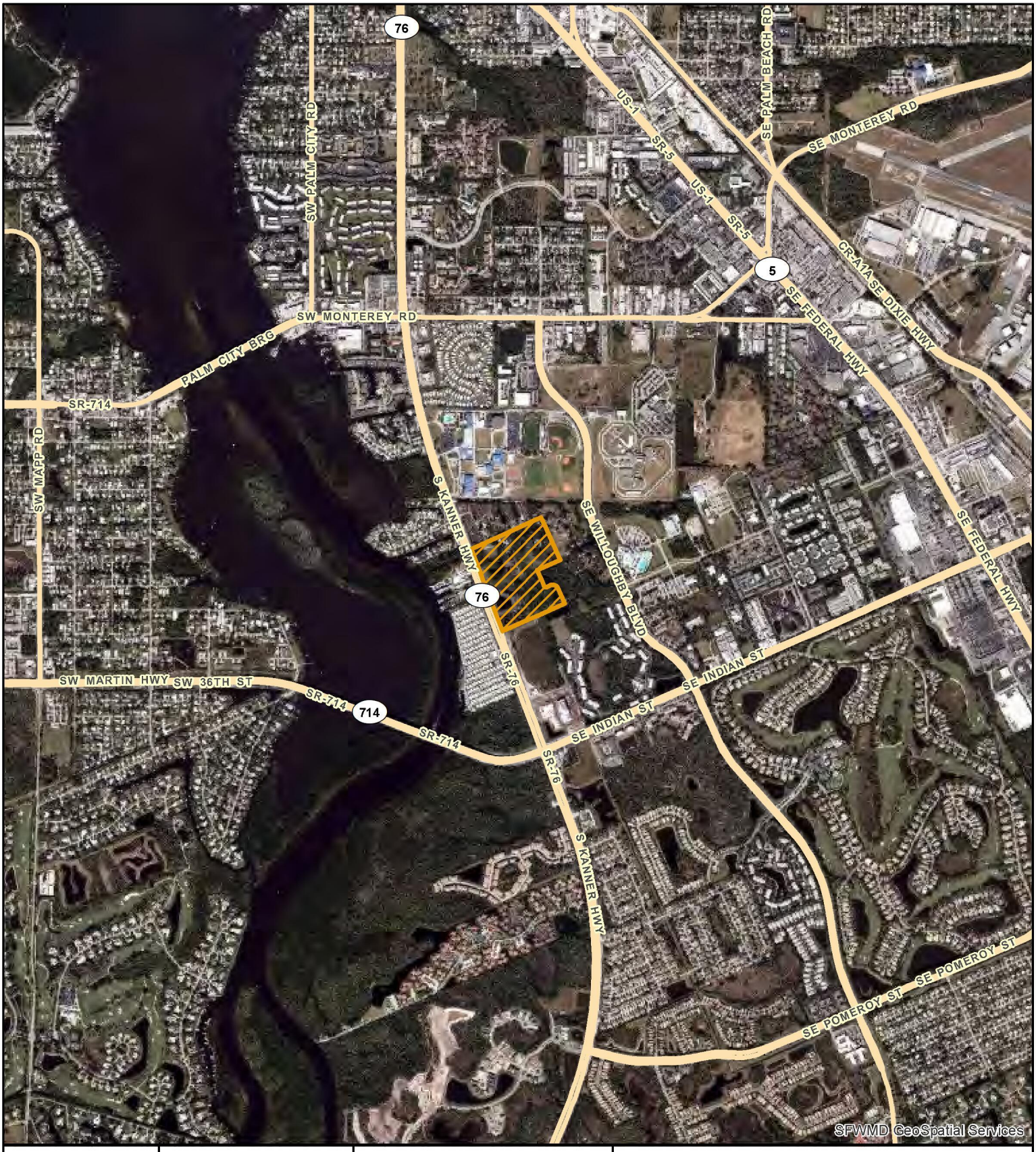


Exhibit No:1.0	Exhibit Created On: 2020-03-26	MARTIN COUNTY, FL

Application

Permit No: 43-103195-P

Application Number: 200323-3070

REGULATION DIVISION

Project Name: Kanner CPUD

N

0 1,750 3,500 Feet

05242021 CGM

sfwmd.gov

Created by IT GIS Section

South Florida Water Management District

EXHIBITS 2.0

EXHIBITS 2.1

EXHIBITS 2.2

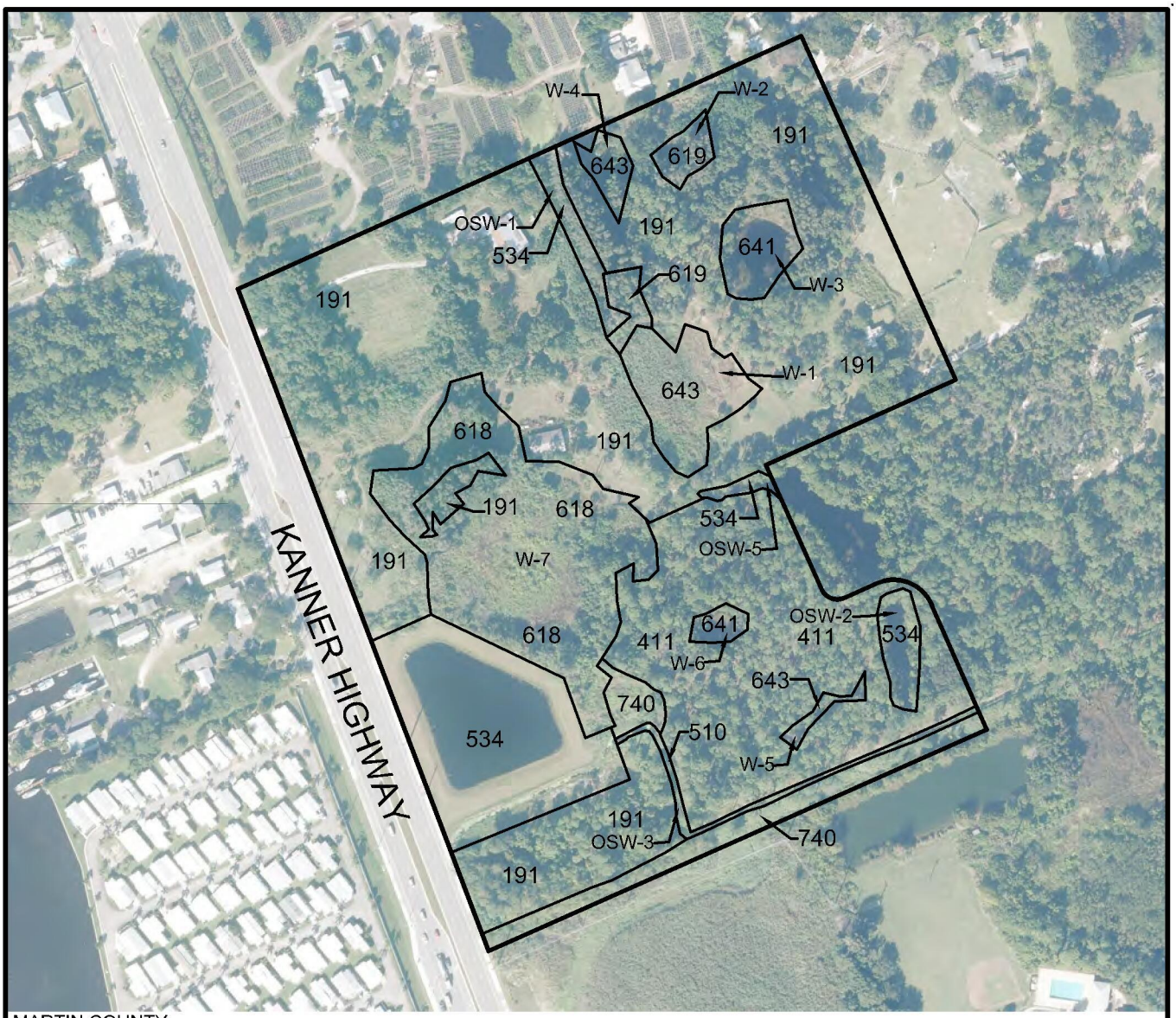
Omitted due to file size limitations

Exhibits available for download from the SFWMD ePermitting:

Exhibit No. 2.0 SWM Plans

Exhibit No. 2.1 Landuse

Exhibit No. 2.2 SWM Maps



MARTIN COUNTY
AERIALS DATED 2020

LEGEND

191 - UNDEVELOPED LANDS WITHIN URBAN AREAS (15.1± AC)
411 - PINE FLATWOODS (4.8± AC)
510 - DITCHES (0.2± AC)
534 - RESERVOIRS LESS THAN 10 ACS (3.2± AC)
618 - WILLOW & ELDERBERRY (3.5± AC)
619 - EXOTIC WETLAND HARDWOODS (0.3± AC)
641 - FRESHWATER MARSHES (0.6± AC)
643 - WET PRAIRIES (1.2± AC)
740 - DISTURBED LANDS (1.0± AC)
TOTAL SITE (29.9± AC)

0 300
SCALE IN FEET

M&M REALTY PARTNERS

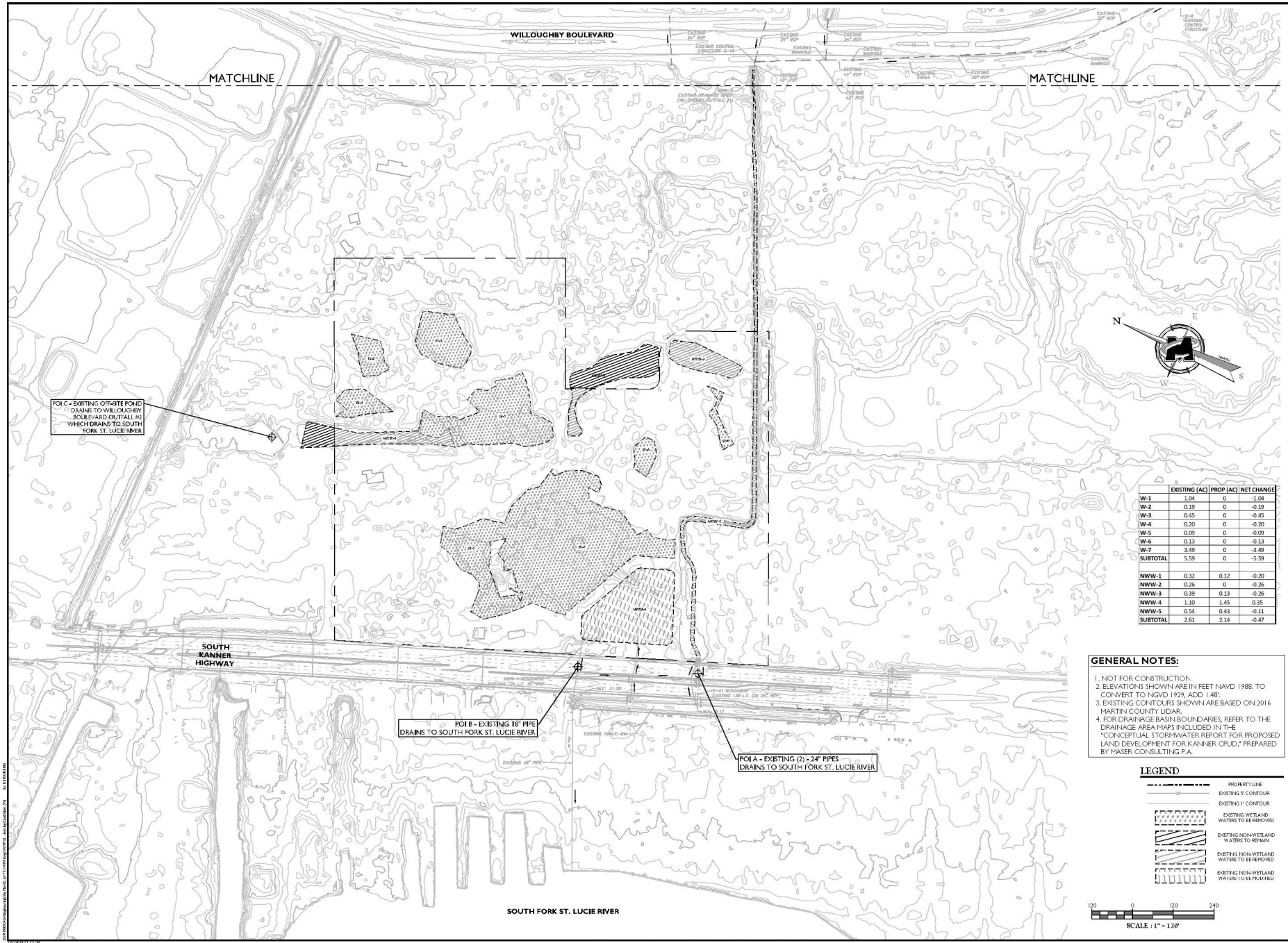
FLUCFCS

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

MAY 2020

FIGURE
3

M&M Realty Partners.dwg FLUCFCS



	EXISTING (AC)	PROP (AC)	NET CHANGE
W-1	1.04	0	-1.04
W-2	0.19	0	-0.19
W-3	0.45	0	-0.45
W-4	0.20	0	-0.20
W-5	0.09	0	-0.09
W-6	0.13	0	-0.13
W-7	3.49	0	-3.49
SUBTOTAL	5.59	0	-5.59
NWW-1	0.32	0.12	-0.20
NWW-2	0.26	0	-0.26
NWW-3	0.39	0.13	-0.26
NWW-4	1.10	1.45	0.35
NWW-5	0.54	0.43	-0.11
SUBTOTAL	2.61	2.14	-0.47

GENERAL NOTES:

1. NOT FOR CONSTRUCTION.
2. ELEVATIONS SHOWN ARE IN FEET NAVD 1988. TO CONVERT TO NGVD 1929, ADD 1.48'.
3. EXISTING CONTOURS SHOWN ARE BASED ON 2016 MARTIN COUNTY LIDAR.
4. FOR DRAINAGE BASIN BOUNDARIES, REFER TO THE DRAINAGE AREA MAPS INCLUDED IN THE "CONCEPTUAL STORMWATER REPORT FOR PROPOSED LAND DEVELOPMENT FOR KANNER CPUD," PREPARED BY MASER CONSULTING P.A.

LEGEND

- PROPERTY LINE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING WETLAND WATERS TO BE REMOVED
- EXISTING NON-WETLAND WATERS TO REMAIN
- EXISTING NON-WETLAND WATERS TO BE REMOVED
- EXISTING NON-WETLAND WATERS TO BE PRESERVED

120 0 120 240

SCALE : 1" = 120'

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- Orlando, FL
- Miami, FL
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FLORIDA CERTIFICATE OF AUTHORIZATION No. 31930

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REV	DATE	DRAWN BY	DESCRIPTION
1	02/25/20	BWG	SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR ADDITIONAL INFORMATION

RUSSELL T. McFALL II
LICENSE No. 75736
STATE OF FLORIDA
PROFESSIONAL ENGINEER

RUSSELL T. McFALL II
FLORIDA PROFESSIONAL ENGINEER - LICENSE NUMBER: 75736

CONCEPTUAL STORMWATER MASTER PLAN PERMIT DRAWINGS
FOR
M & M STUART, LLC

CITY OF STUART
MARTIN COUNTY
FLORIDA

EXTON OFFICE
410 Eagleview Boulevard
Suite 104
Exton, PA 19341
Phone: 610.254.9140
Fax: 610.254.9141

SCALE	DATE	DRAWN BY	CHECKED BY
AS SHOWN	02/05/2020	DH	RTM
PROJECT NUMBER	DRAWING NAME		
19005142A	CLAVTS.MXD		

SHEET TITLE
EXISTING CONDITIONS (WEST)

SHEET NUMBER
2 of 7

KANNER RPUD

SFWMD Informal Wetland Determination

Application No. 201015-4488

Conceptual Permit No. 43-104226-P

Date Issued: November 3, 2020

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

November 3, 2020

** Delivered via email*

Joe Marino *
M&M Realty Partners
160 Essex Street
Suite 200
Lodi, FL 07644

Subject: Kanner Rpud
Application No. 201015-4488
Informal Wetland Determination No. 43-104226-P
Martin County

Dear Mr. Marino:

The District reviewed your request for an informal determination of the jurisdictional wetland and other surface water boundaries within the subject property, which is located as shown on the attached Exhibit No. 1.0. A joint site inspection was conducted on October 22, 2020.

Based on the information provided and the results of the site inspection, jurisdictional wetlands and other surface waters as defined in Chapter 62-340, Florida Administrative Code, exist on the property. Exhibit No. 2.0, attached, identifies the boundaries of the property inspected and the approximate landward limits of the wetlands and other surface waters.

This correspondence is an informal jurisdictional wetland determination pursuant to Section 373.421(6), Florida Statutes, and Section 7.3 of Environmental Resource Permit Applicant's Handbook Volume I. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal jurisdictional determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules.

Sincerely,

Barbara Conmy
Section Leader

c: Arnaud Roux, EW Consultants, Inc *

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045 • www.sfwmd.gov

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 201015-4488 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Wetland/OSW Map

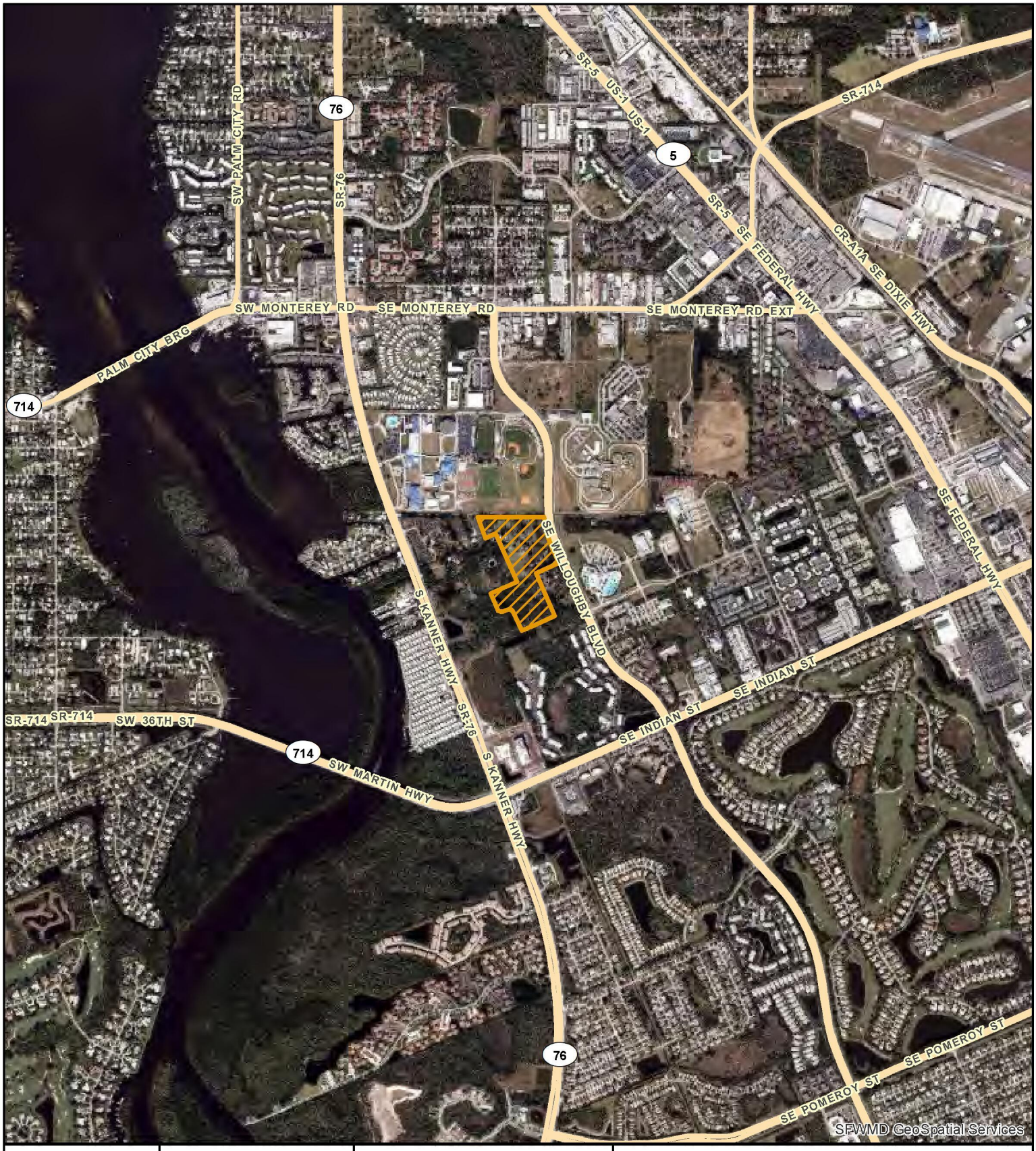


Exhibit No:1.0	Exhibit Created On: 2020-10-15	MARTIN COUNTY, FL

Application

REGULATION DIVISION

Project Name: Kanner Rpud

Application Number: 201015-4488

N

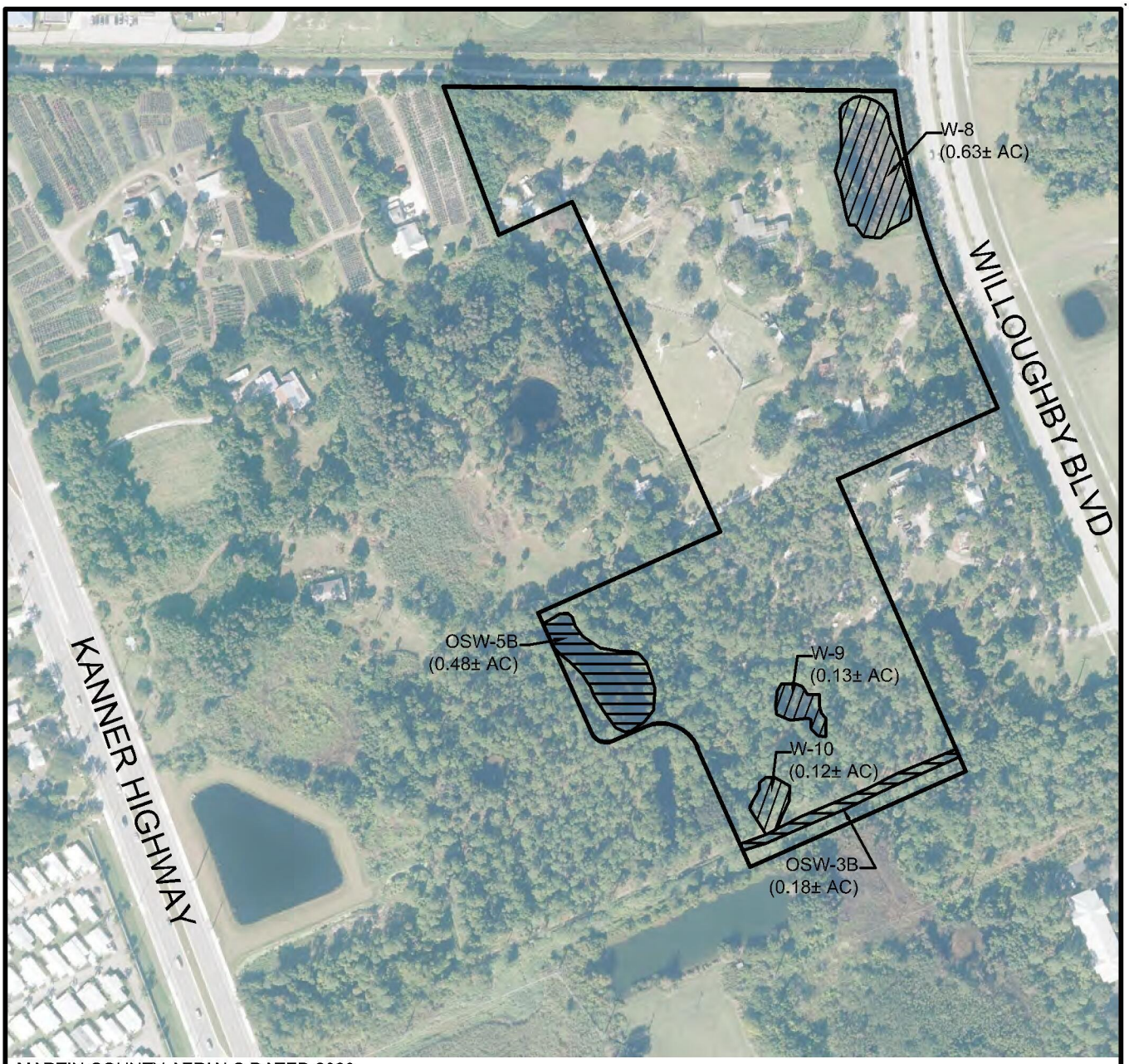
0 1,550 3,100 Feet

05242021 CGM

sfwmd.gov

Created by IT GIS Section

South Florida Water Management District



MARTIN COUNTY AERIALS DATED 2020

0 300
SCALE IN FEET

LEGEND

- WETLANDS (0.88± AC)
- OTHER SURFACE WATERS (0.66± AC)

KANNER RPUD

WETLAND & OSW MAP

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1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

OCT 2020

FIGURE 4

'Kanner RPUD SFWMD.dwg WETLAND & OSW

Soil Map—Martin County, Florida
(KANNER CPUD/RPUD)



Map Scale: 1:4,290 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 19, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 8, 2019—Mar 28, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

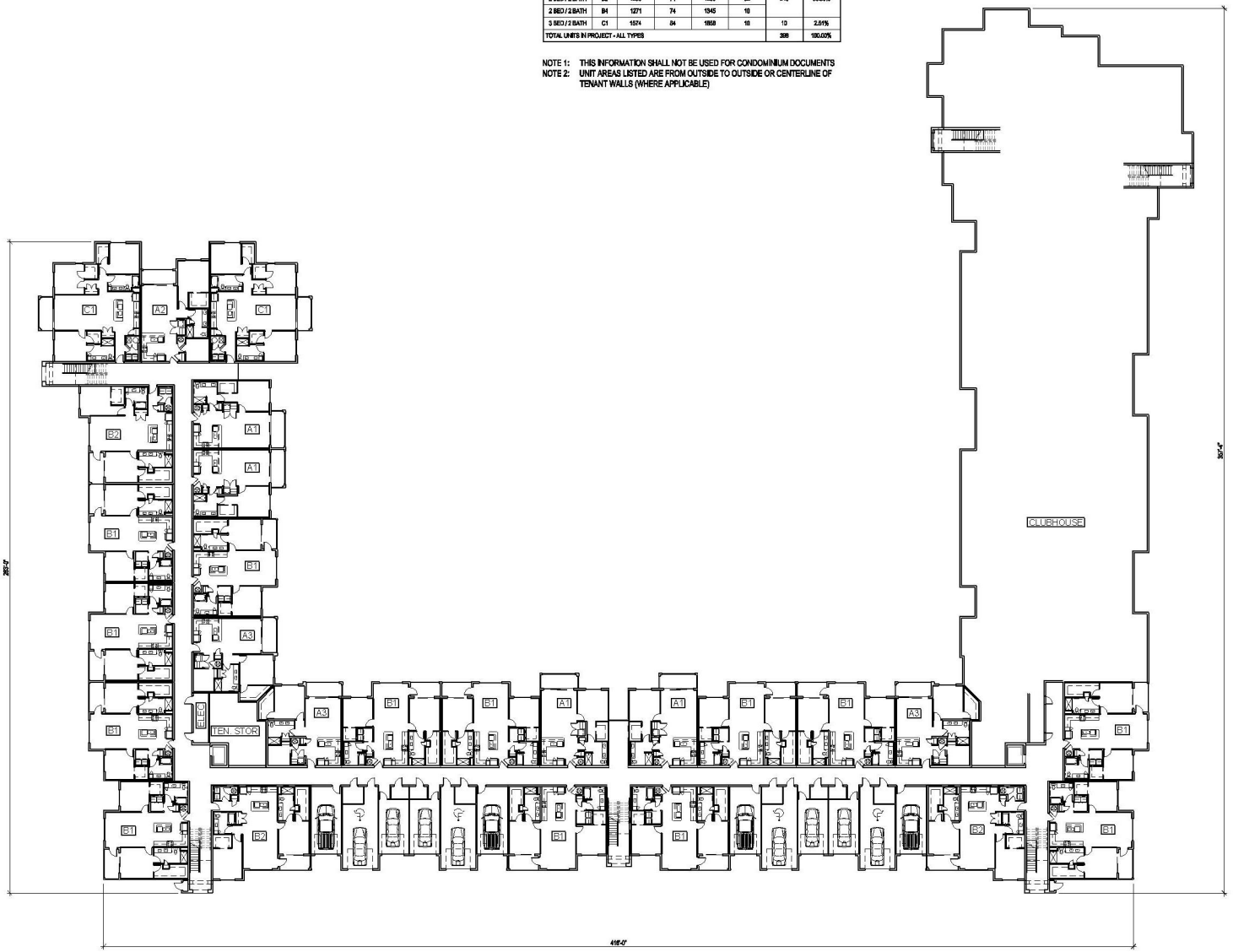
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Waveland and Immokalee fine sands	26.1	53.6%
5	Waveland and Lawnwood fine sands, depressional	2.3	4.8%
35	Salerno sand	6.1	12.5%
41	Jonathan sand, 0 to 5 percent slopes	13.2	27.1%
99	Water	1.0	2.0%
Totals for Area of Interest		**48.6**	**100.0%**

UNIT AREA TABLE

UNIT TYPE	UNIT NAME	UNIT AREA IN SF		TOTAL UNIT AREA IN SF	UNIT TOTAL BY NAME	UNIT TOTAL BY TYPE	% UNIT TYPE
		A/C	NON-A/C				
1 BED / 1 BATH	A1	963	94	957	48	148	37.19%
1 BED / 1 BATH	A2	960	84	1064	70		
1 BED / 1 BATH	A3	942	86	1028	30		
2 BED / 2 BATH	B1	1226	74	1299	138	240	60.30%
2 BED / 2 BATH	B2	1208	74	1280	82		
2 BED / 2 BATH	B4	1271	74	1345	10		
3 BED / 2 BATH	C1	1574	84	1658	10	10	2.51%
TOTAL UNITS IN PROJECT - ALL TYPES						398	100.00%

NOTE 1: THIS INFORMATION SHALL NOT BE USED FOR CONDOMINIUM DOCUMENTS
NOTE 2: UNIT AREAS LISTED ARE FROM OUTSIDE TO OUTSIDE OR CENTERLINE OF TENANT WALLS (WHERE APPLICABLE)



1 First Floor Plan

1" = 20'-0"

Scale: 1 = 240

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Stuart, FL

05/12/2021
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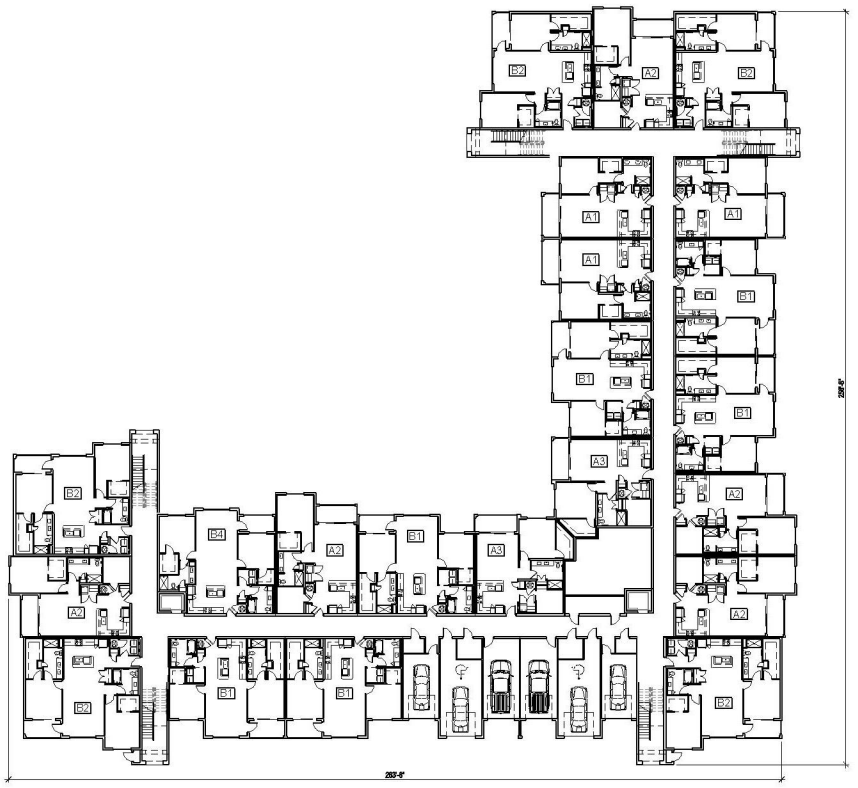
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PROJECT NO. 412(

Building Type I

First Floor Plan

A5.11



1 First Floor Plan

1" = 20'-0"

Scale: 1 = 240

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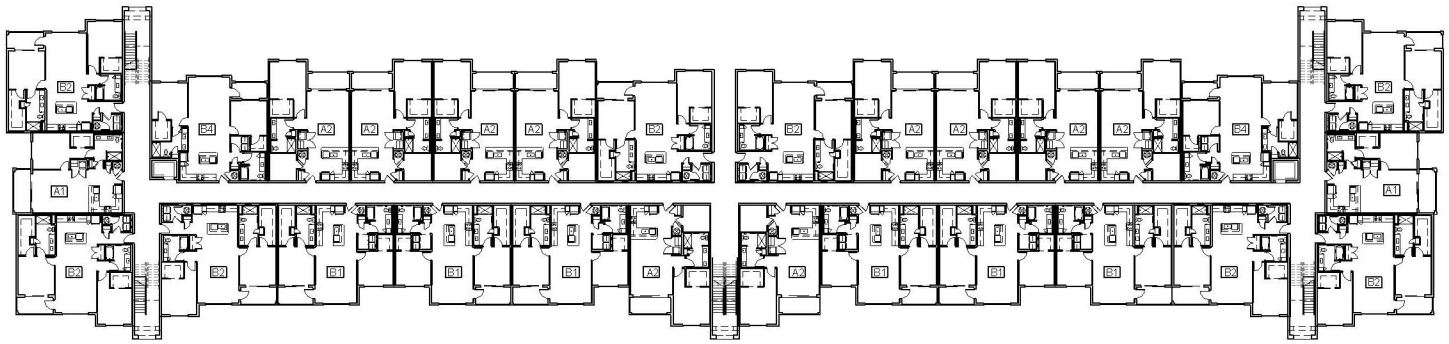
PROJECT NO. 4126

Building Type II

First Floor Plan

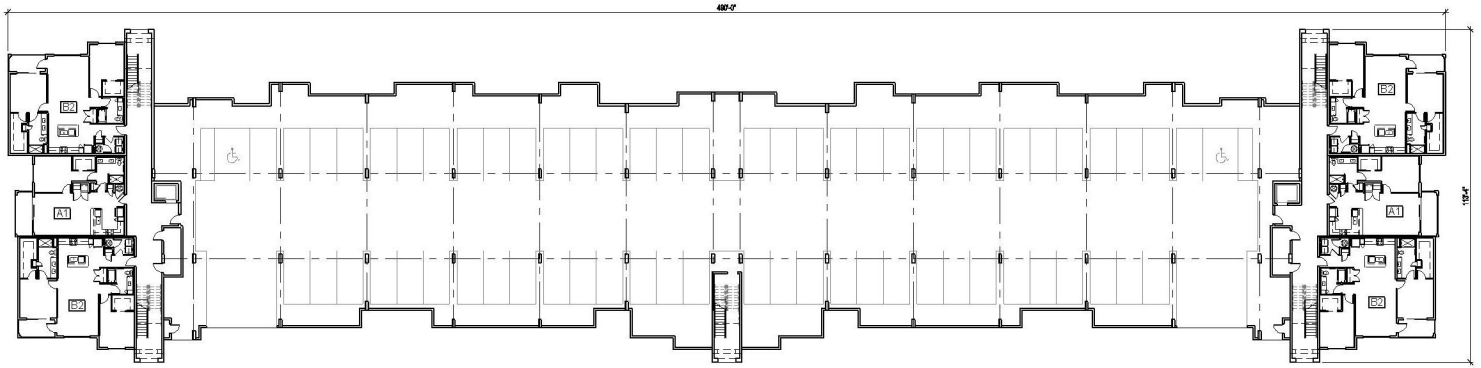
A5.21

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2 Second Floor Plan

1" = 20'-0"



1 First Floor Plan

1" = 20'-0"

Scale 1 = 240

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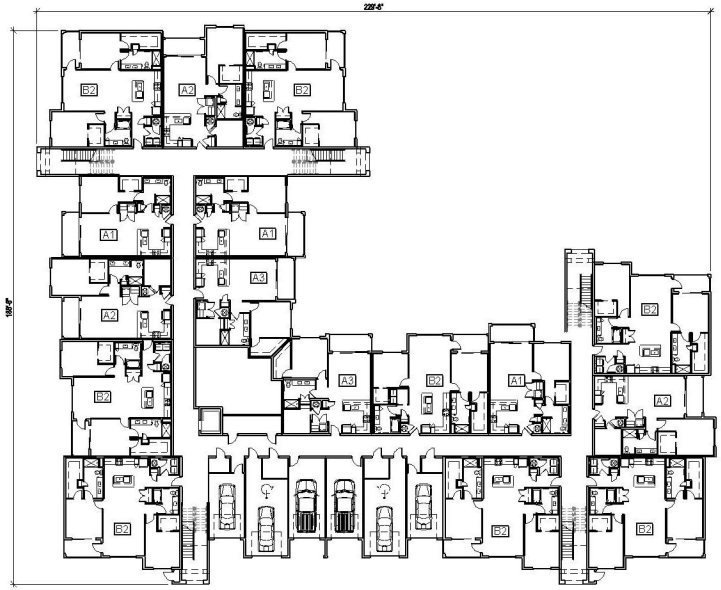
PROJECT NO. 4126

Building Type III

First Floor Plan

A5.31

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1 First Floor Plan

1" = 20'-0"

Scale: 1 = 240

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PROJECT NO. 4126

Building Type IV

First Floor Plan

A5.41



7 Pool Courtyard Side Elevation
Facing Southwest 1" = 20'-0"



6 Pool Courtyard Elevation
Facing Southeast 1" = 20'-0"



5 Rear Elevation
Facing Southeast 1" = 20'-0"



4 Right Side Elevation
Facing Southwest 1" = 20'-0"



3 Rear Elevation
Facing Southeast 1" = 20'-0"

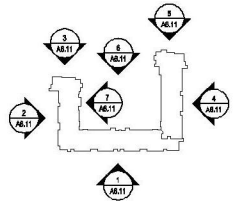


2 Left Side Elevation
Facing Northeast 1" = 20'-0"



1 Front Elevation
Facing Northwest 1" = 20'-0"

KEY PLAN



Scale: 1 = 240

05240021.CCM

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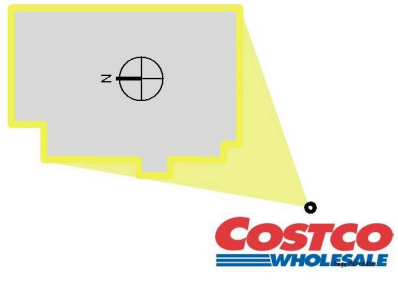
Building Type I

Exterior Elevations

A6.11

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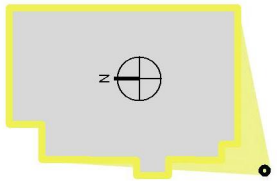
MG2

STUART, FL
DECEMBER 16, 2020

P1 - OVERALL

COSTCO WHOLESALE





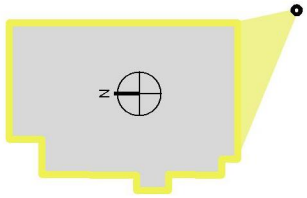
MG2

STUART, FL
DECEMBER 16, 2020

P2 - ENTRANCE

COSTCO WHOLESALE





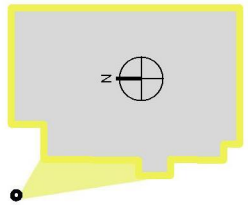
MG2

STUART, FL
DECEMBER 16, 2020

P3 - TIRE CENTER

COSTCO WHOLESALE





MG2

STUART, FL
DECEMBER 16, 2020

P4 - LIQUOR SALES

COSTCO WHOLESALE





1. COPING
Manufacturer: Butler Manufacturing
Color: ***"COOL HARVEST"***



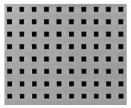
2. STEEL CHANNEL
Manufacturer: MBS
Color: Galvanized Steel



3. WALL SIDING
Manufacturer: McElroy Metal
□ □ □ □Horiz. - Mega Rib
Color: ***"Sandstone"***



4. STEM WALL - MASONRY
Manufacturer: Old Castle Coastal
□ □ □ □Split Face
Color: ***"SLATE GRAY"***



5. WALL - PERFORATED PANEL
27% OPEN AREA
Finish: □ □ □ □ □Aluminum



6. LED SIGN LIGHTING
Manufacturer: TECHLIGHT
Color: ***"BRONZE"***



7. COLUMN - MASONRY
Manufacturer: Old Castle Coastal
□ □ □ □Smooth Face
Color: ***"POTOMAC PLUM"***



8. WALL SIDING
Manufacturer: McElroy Metal
□ □ □ □Vertical - Butlerib II
Color: ***"METALLIC CHAMPAGNE"***



9. WALL SIDING
Manufacturer: McElroy Metal
□ □ □ □Vertical - Stylwall II
Color: ***"LIGHT STONE"***



10. WALL SIDING
Manufacturer: McElroy Metal
□ □ □ □Horiz. - Mega Rib
Color: ***"MISTIQUE PLUS"***

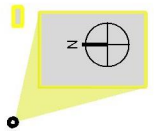
MG2

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DECEMBER 16, 2020

MATERIAL BOARD

COSTCO WHOLESALE





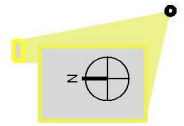
MG2

STUART, FL
DECEMBER 16, 2020

F1 - FUEL FACILITY

COSTCO WHOLESALE



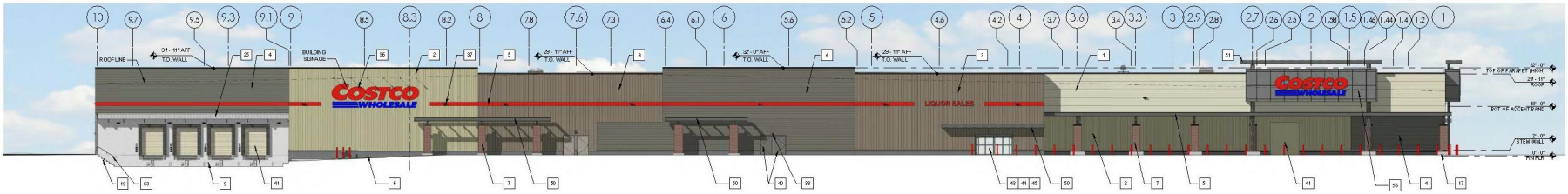


MG2

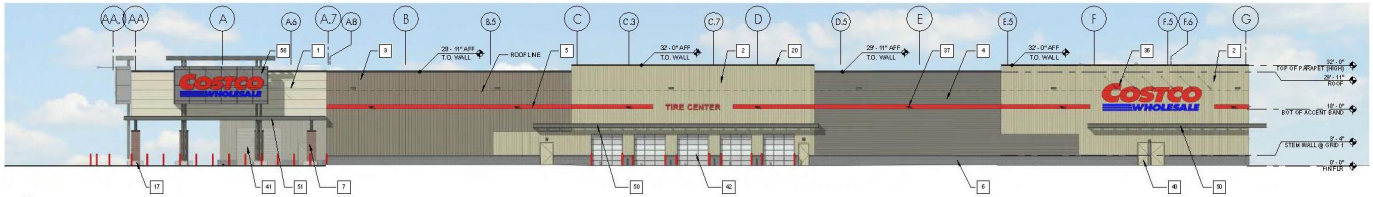
STUART, FL
DECEMBER 16, 2020

F2 - FUEL FACILITY

COSTCO WHOLESALE



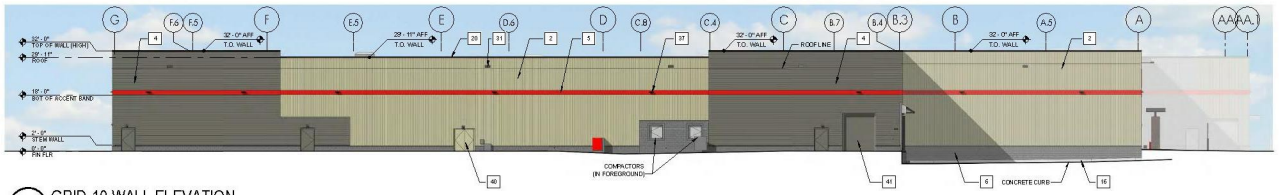
10 GRID-A WALL ELEVATION
SCALE: 1/16" = 1'-0"



8 GRID-1 WALL ELEVATION
SCALE: 1/16" = 1'-0"



7 GRID-G WALL ELEVATION
SCALE: 1/16" = 1'-0"

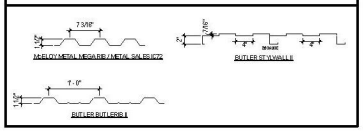


6 GRID-10 WALL ELEVATION
SCALE: 1/16" = 1'-0"

SIGNAGE AREA TABULATION (WALL SIGNS)

QTY	SIGN	SIZE	AREA (SF) EA	TOTAL SF
2	COSTCO WHOLESALE	6'0" "C"	280 SF	560
1	TIRE CENTER	5'-4" X 5'-9"	31 SF	31
TOTAL SIGNAGE AREA				591

SIDING PROFILE



EXTERIOR FINISH SCHEDULE

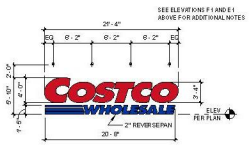
	#	ITEM	MATERIAL	FINISH	COLOR	MFR'I NOTES
WALL MATERIALS	1	METAL PANELS - MEGA RIB	METAL	PRE-FINISHED	SANDSTONE	1
	2	METAL PANELS - STYLWALL II	METAL	PRE-FINISHED	LIGHT STONE	1
	3	METAL PANELS - BUTLERB II	METAL	PRE-FINISHED	METALLIC CHAMPAGNE	1
	4	METAL PANELS - MEGA RIB	METAL	PRE-FINISHED	MISTIQUE PLUS	1
	5	ACCENT BAND	METAL	PRE-FINISHED		1
	6	MASONRY/SPLIT - FACE	CMU	PRE-FINISHED	SLATE GRAY	5
	7	MASONRY/SMOOTH-FACE	CMU	WATER REPELLENT	POTOMAC PLUM	5
	9	CONCRETE CAST-IN-PLACE	ARCHITECTURAL FINISH	WATER REPELLENT	NATURAL	
	10	CONCRETE PRECAST	ARCHITECTURAL FINISH	WATER REPELLENT	NATURAL	
MISC WALL	16	WALL CURB	CONCRETE	WATER REPELLENT		
	17	COLUMN/PLINTH PLINTH/BENCH	CONCRETE	WATER REPELLENT		
	18	WALL REVEAL S/ CONTROL JOINT				SEE 9/A2.01 & STRUCT. DWGS
	19	STAIRS	CONCRETE	WATER REPELLENT		
COPINGS	20	COPING 1x4	SHEET METAL	PRE-FINISHED		1
ROOF	25	STANDING SEAM/VSR	METAL	PRE-FINISHED		1
ARCHITECTURAL SPECIALTIES	31	SCUPPER	SHEET METAL	PAINT BY GC		1,4
	33	JOINT COVER	SHEET METAL	PRE-FINISHED		1

	#	ITEM	MATERIAL	FINISH	COLOR	MFR'I NOTES
LIGHTING	36	SIGN LIGHTING FIXTURE	METAL	PRE-FINISHED	TECHLIGHT BRONZE	
	37	WALL PACK FIXTURE	METAL	PRE-FINISHED		
	38	EMERGENCY LIGHT FIXTURE	METAL	PRE-FINISHED		
OPENINGS	40	DOOR AND FRAME	STEEL	PAINT BY GC	MATCH WALL COLOR	2
	41	ROLLING SERVICE DOOR	STEEL	PRE-FINISHED	MATCH WALL COLOR	1
	42	GLAZED SECTIONAL DOOR	ALUMINUM	PRE-FINISHED	BRONZE	1
	44	TRANSOM FRAMING	ALUMINUM	PRE-FINISHED	BRONZE	
	45	GLAZING	INSULATED GLASS		CLEAR	
MISCELLANEOUS METALS	50	RELLIS	STEEL	PAINT BY GC		1
	51	ACCENT CHANNEL	STEEL	PAINT BY GC	SW7069 GRIZZLE GRAY	1
	52	STRUCTURAL FRAMING	STEEL	PAINT BY GC	SW7069 GRIZZLE GRAY	1
	53	HANDRAIL/GUARDRAIL	STEEL GALVANIZED	PAINT BY GC		2
	54	BOLLARD	STEEL PIPE CONCRETE FILL	PLASTIC SLEEVE	RED	2
	56	DECORATIVE SCREEN	METAL	PRE-FINISHED		

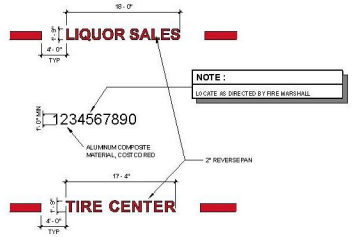
NOTES:
1. SUPPLIED AND INSTALLED BY MBS
2. SUPPLIED BY MBS, INSTALLED BY GC
3. GRATE LANDING AND TREADS WITH SAFETY NOSING
4. LOCATE SCUPPER PER 'A_1/A2.1'
5. SEE A2/A3.2 FOR LOCATIONS WHERE SMOOTH FACE IS REQUIRED.



1 BUILDING SIGNAGE
SCALE: 1/8" = 1'-0" (SUPPLIED AND INSTALLED BY MBS) 1015



2 CANOPY SIGNAGE
SCALE: 1/8" = 1'-0" (SUPPLIED AND INSTALLED BY MBS) 1015



3 LOCATION SIGNAGE
SCALE: 1/8" = 1'-0" (SUPPLIED AND INSTALLED BY MBS) 1115

COSTCO WHOLESALE

STUART, FLORIDA

BUILDING ELEVATIONS

DECEMBER 16 , 2020

COSTCO WHOLESALE
STUART, FLORIDA

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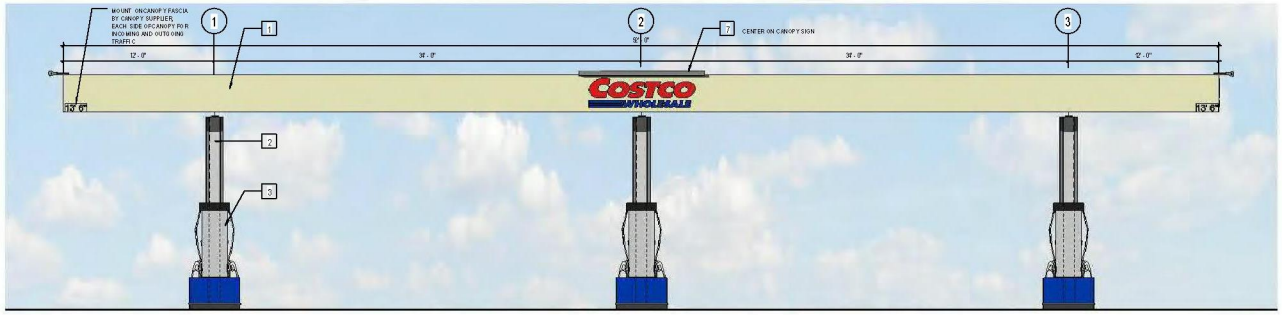
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BUILDING ELEVATIONS

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1 CANOPY AND DISPENSER ISLANDS

SCALE: 1/4" = 1'-0"

0717

KEYNOTES

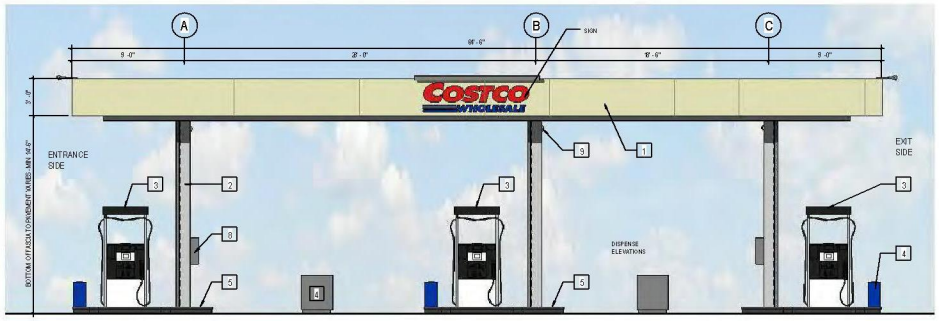
1	PRE-FINISHED METAL FASCIA PANEL - SUPPLIED AND INSTALLED BY CANOPY SUPPLIER UNDER SEPARATE CONTRACT
2	COLUMN - SEE STRUCT DWGS - SUPPLIED AND INSTALLED BY CANOPY'S SUPPLIER UNDER SEPARATE CONTRACT
3	ACCESSIBLE MULTIPRODUCT DISPENSER
4	CONCRETE-FILLED METAL FORMED GUARD AT ENDS OF ISLANDS - TOP OF GUARD AT 30" ABOVE TRAFFIC SURFACE - PAINT SIDES ONLY WITH GLOSS BLUE, REFER TO SPECIFICATION
5	RAISED CONCRETE ISLAND WITH METAL EDGE FORM - PAINT SIDES ONLY WITH GLOSS BLACK, REFER TO SPECIFICATION
6	MASTER RECEPTOR, BOLT DOWN, CENTER OF EACH ISLAND (5 OIC)
7	CANOPY FASCIA SIGN LIGHT FIXTURE (50XC) - REFER TO DETAIL
8	FIRE EXTINGUISHER AND CABINETS MOUNTED ON ENTRANCE SIDE OF COLUMNS - FIRE EXTINGUISHER CABINET TO BE: BROOKS MODEL #MARK II, RED CABINET WITH CLEAR COVER (OR EQUAL) - FIRE EXTINGUISHER AND CABINET, BY OC
9	VIDEO CAMERA - VERIFY LOCATION WITH OWNER'S CONSTRUCTION/PROJECT MANAGER, GC SHALL RUN CONDUIT AND INSTALL 3" ROUND OR OCTAGONAL J-BOX FOR MOUNTING CAMERAS - SEE ELECTRICAL DRAWINGS
10	CAULK PERIMETER OF DISPENSER BASE WITH PETROLEUM RESISTANT SEALANT - SEE TD #005, TYPICAL

EXTERIOR FINISH SCHEDULE

	#	ITEM	MATERIAL	FINISH	COLOR	MANUFACTURER/NOTES
	1	FASCIA	METAL	POWDER COATED	DUSTOMER EDGE PCTT20444	TBD
	2	CONTROLLER ENCLOSURE	METAL	POWDER COATED	DUSTOMER EDGE PCTT20444	TBD
	3	CANOPY CEILING	METAL	POWDER COATED	YELLOW DEVOE BL 7004	TBD
	4	COLUMN	METAL	POWDER COATED	#5 IB SILVER PCTT20916	TBD

SIGNAGE AREA TABULATION (CANOPY SIGNS)

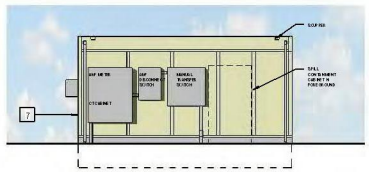
QTY	SIGN	SIZE	AREA (SF) EA	TOTAL SF
1	COSTCO WHOLESALE (EAST FACADE)	2'-0" x 210'-0"	140 SF	140 SF
1	COSTCO WHOLESALE (EAST FACADE)	2'-0" x 210'-0"	140 SF	140 SF
1	COSTCO WHOLESALE (NORTH FACADE)	2'-0" x 210'-0"	140 SF	140 SF
1	COSTCO WHOLESALE (SOUTH FACADE)	2'-0" x 210'-0"	140 SF	140 SF
4		TOTAL SIGNAGE AREA		560 SF



2 CANOPY AND DISPENSER ISLANDS

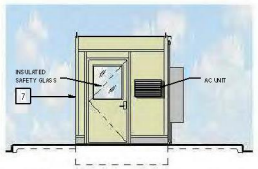
SCALE: 1/4" = 1'-0"

0717



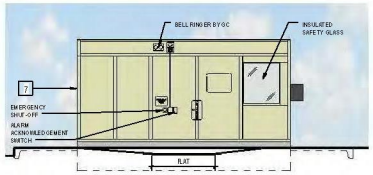
4 SIDE FACING AWAY FROM CANOPY

SCALE: 1/4" = 1'-0"



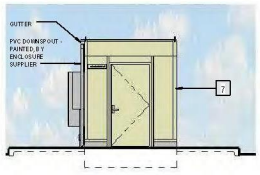
5 ENCLOSURE ENTRY

SCALE: 1/4" = 1'-0"



6 SIDE FACING CANOPY

SCALE: 1/4" = 1'-0"



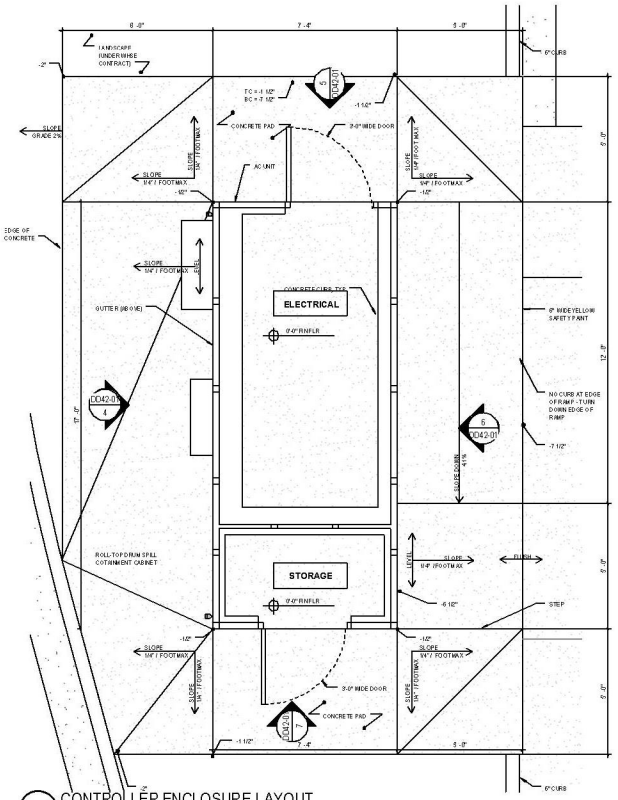
7 ELECTRICAL ENTRY

SCALE: 1/4" = 1'-0"



3 CANOPY SIGN

SCALE: 1/2" = 1'-0"



11 CONTROLLER ENCLOSURE LAYOUT

SCALE: 1/2" = 1'-0"

COSTCO WHOLESALE

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COSTCO WHOLESALE

STUART, FLORIDA

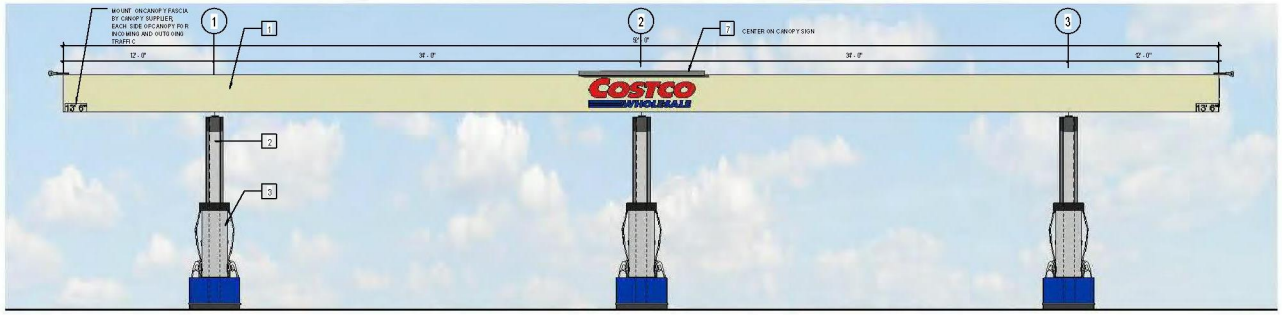
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1 CANOPY AND DISPENSER ISLANDS

SCALE: 1/4" = 1'-0"

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KEYNOTES

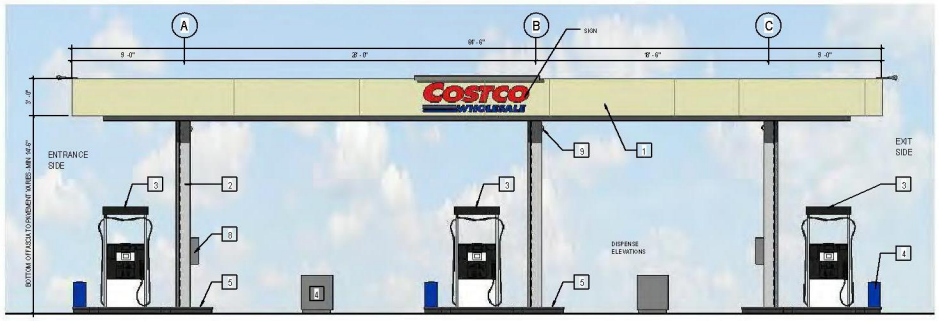
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2	COLUMN - SEE STRUCTURAL DWGS. - SUPPLIED AND INSTALLED BY CANOPY SUPPLIER UNDER SEPARATE CONTRACT
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5	RAISED CONCRETE ISLAND WITH METAL EDGE FORM - PAINT SIDES ONLY WITH GLOSS BLACK, REFER TO SPECIFICATION
6	MASTER RECEPTOR, BOLT DOWN, CENTER OF EACH ISLAND (S.O.I.C.)
7	CANOPY FASCIA SIGN LIGHT FIXTURE (S.O.I.C.) - REFER TO DETAIL
8	FIRE EXTINGUISHER AND CABINETS MOUNTED ON ENTRANCE SIDE OF COLUMNS - FIRE EXTINGUISHER CABINET TO BE: BROOKS MODEL #MARK II, RED CABINET WITH CLEAR COVER (OR EQUAL) - FIRE EXTINGUISHER AND CABINET, BY O.C.
9	VIDEO CAMERA - VERIFY LOCATION WITH OWNER'S CONSTRUCTION/PROJECT MANAGER. G.C. SHALL RUN CONDUIT AND INSTALL 3" ROUND OR OCTAGONAL J-BOX FOR MOUNTING CAMERAS - SEE ELECTRICAL DRAWINGS
10	CAULK PERIMETER OF DISPENSER BASE WITH PETROLEUM RESISTANT SEALANT - SEE TD #005, TYPICAL

EXTERIOR FINISH SCHEDULE

#	ITEM	MATERIAL	FINISH	COLOR	MANUFACTURER/NOTES
1	FASCIA	METAL	POWDER COATED	DUNN-EDWARDS DET713 Mist	TBD
2	CONTROLLER ENCLOSURE	METAL	POWDER COATED	DUNN-EDWARDS DET713 Mist	TBD
3	CANOPY CEILING	METAL	POWDER COATED	YELLOW (DEVOE #_7004	TBD
4	COLUMN	METAL	POWDER COATED	#5 IB SILVER PCT72006	TBD

SIGNAGE AREA TABULATION (CANOPY SIGNS)

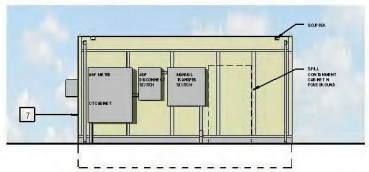
QTY	SIGN	SIZE	AREA (S.F.) EA	TOTAL S.F.
1	COSTCO WHOLESALE (EAST FACADE)	2'-0" x 210'-0"	140 4 S.F.	140 4 S.F.
1	COSTCO WHOLESALE (S.E. WEST FACADE)	2'-0" x 210'-0"	140 4 S.F.	140 4 S.F.
1	COSTCO WHOLESALE (NORTH FACADE)	2'-0" x 210'-0"	140 4 S.F.	140 4 S.F.
1	COSTCO WHOLESALE (SOUTH FACADE)	2'-0" x 210'-0"	140 4 S.F.	140 4 S.F.
4		TOTAL SIGNAGE AREA		5616 SF



2 CANOPY AND DISPENSER ISLANDS

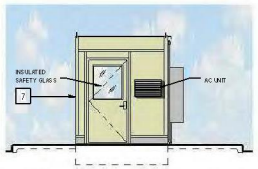
SCALE: 1/4" = 1'-0"

0717



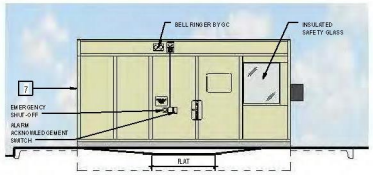
4 SIDE FACING AWAY FROM CANOPY

SCALE: 1/4" = 1'-0"



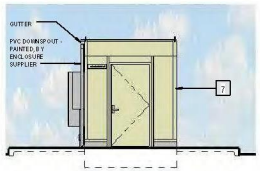
5 ENCLOSURE ENTRY

SCALE: 1/4" = 1'-0"



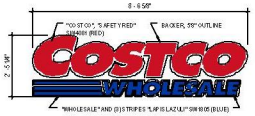
6 SIDE FACING CANOPY

SCALE: 1/4" = 1'-0"



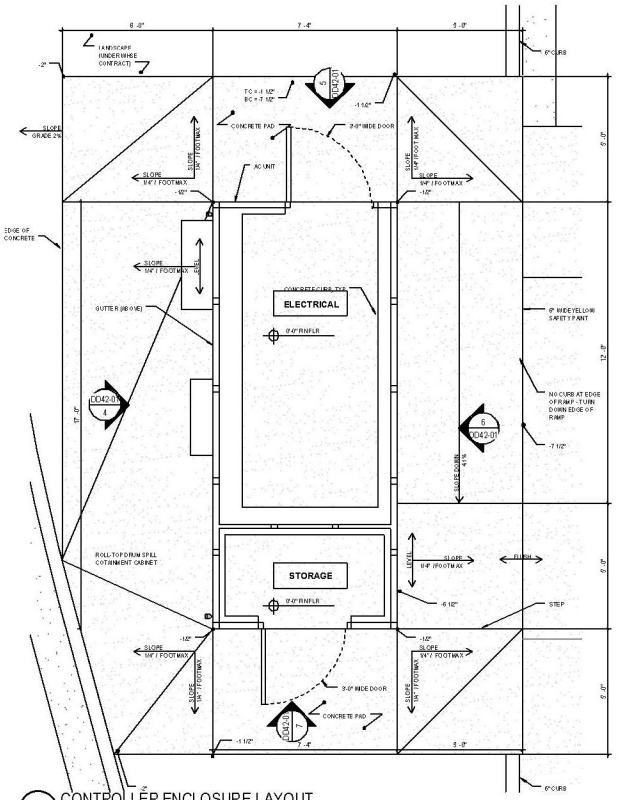
7 ELECTRICAL ENTRY

SCALE: 1/4" = 1'-0"



3 CANOPY SIGN

SCALE: 1/2" = 1'-0"



11 CONTROLLER ENCLOSURE LAYOUT

SCALE: 1/2" = 1'-0"

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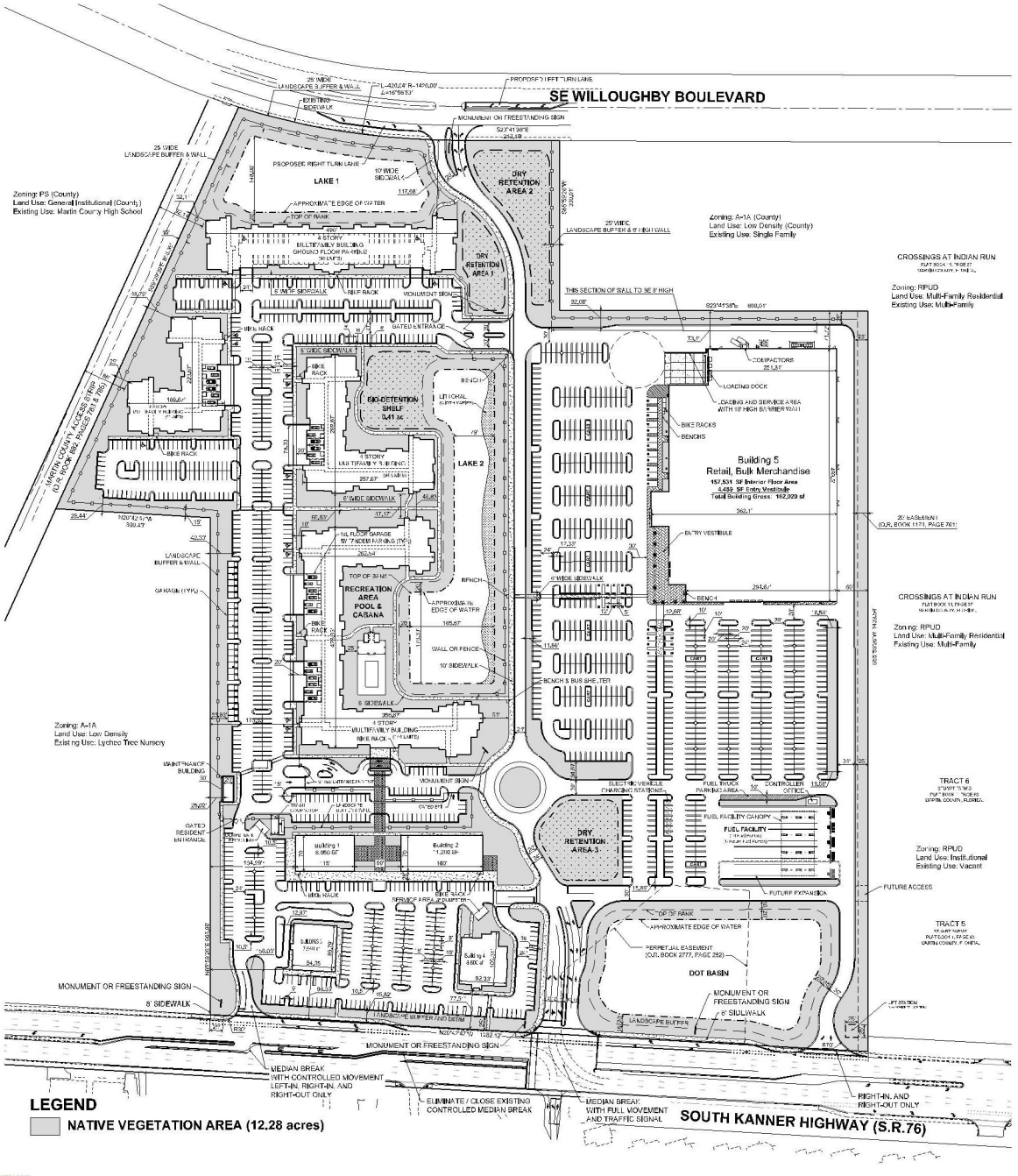
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05240021.DGN

Site Data

Total Site Area:	2,133,987 sf	(48,99 ac)	100%
Future Land Use Designation (Proposed):	Neighborhood Special District		
Proposed Zoning:	CPUD		
Building Height (max):	45'		
Total Building Area:	370,876 sf	(8,52 ac)	17,4%

Pervious / Impervious Calculations

Impervious Area:	1,532,770 sf	(35,19 ac)	71,8%
Buildings:	370,876 sf	(8,52 ac)	17,4%
Pavement & Curb:	870,406 sf	(19,98 ac)	40,8%
Sidewalks, Patios & Pool:	101,832 sf	(2,33 ac)	4,7%
Lakes:	111,039 sf	(2,55 ac)	5,2%
DOT Basin:	78,815 sf	(1,81 ac)	3,7%
Pervious Area:	601,217 sf	(13,80 ac)	28,2%
Landscape:	528,202 sf	(12,12 ac)	24,8%
Dry Retention Areas:	55,155 sf	(1,27 ac)	2,6%
Bio Detent on Area:	17,860 sf	(0,41 ac)	0,8%
Open Space			
Requires: (25% of 48,99 ac)		(12,25 ac)	25,0%
Provided*:		(12,28 ac)	25,1%
* Includes Landscape with Native Vegetation Areas, Dry Retention Areas & Bio Detention Area. Excludes Parking Area Interior Landscape Areas.			
Interior Landscape Areas:		(1,52 ac)	3,1%

Parking Requirements

Parking Required (per Kanner CPUD):

Retail, bulk merchandise (1 space / 250 sf):	155,9861 sf / 250 sf = 624 Spaces
Fuel Facility (1 space / 250 sf + 2 / bay + 1/vacuum):	20 Spaces
Retail (1 space / 250 sf):	19,200 sf / 250 sf = 77 Spaces
Building 3 (1 space per 100 sf +1 per each employee): 7,640 sf / 100 = 77 spaces + 13 employees	90 Spaces
Building 4 (1 space per 3 Seats + 1 per each employee): @ 300 seats + 18 employees:	118 Spaces
Multi-Family	722 Spaces
One Bedroom Units (148) @ 1,0 per unit:	222 Spaces
Two Bedroom Units (240) @ 2,0 per unit:	480 Spaces
Three Bedroom Units (10) @ 2,0 per unit:	20 Spaces
Total Parking Required:	**1,651 Spaces**

Parking Provided:

Retail, bulk merchandise (per Kanner CPUD):	720 Spaces
Standard:	692 Spaces
Handicap:	28 Spaces
Fuel Facility:	20 Spaces
Retail:	77 Spaces
Standard:	73 Spaces
Handicap:	4 Spaces
Restaurant:	104 Spaces
Standard:	100 Spaces
Handicap:	4 Spaces
Restaurant:	104 Spaces
Standard:	100 Spaces
Handicap:	4 Spaces
Multi-Family (per Kanner CPUD 1,76 spaces / unit):	709 Spaces
Standard:	693 Spaces
Handicap:	17 Spaces
Total Parking Provided:	**1,725 Spaces**

Bicycle Parking

Retail, Bulk Merchandise		**Buildings 3 & 4**	
Required:	20 Spaces	Required:	8 Spaces
Provided:	20 Spaces	Provided:	8 Spaces
Buildings 1 & 2		**Multifamily**	
Required:	6 Spaces	Required:	20 Spaces
Provided:	6 Spaces	Provided:	20 Spaces

Neighborhood Special District

Residential Density		
Maximum UPA (Non-CRA):		15,0
Provided UPA:	8,1 UPA (386 units / 48,99 ac)	
Site Area	48,99 ac	
Residential		
Provided Area:	14,70 ac	30,0%
Non-Residential		
Provided Area:	34,29 ac	70,0%
Commercial Areas:	22,80 ac	46,6%
Stormwater Tracts:	6,98 ac	14,3%
Right of Way:	2,51 ac	5,1%
Non-Residential Floor Area Ratio		
Maximum Allowable Area:	4,267,974 sf	2,0 FAR
Provided Area:	193,146 sf	0,09 FAR

Building Data

Building Coverage:	370,876 sf
Retail, Bulk Merchandise:	157,531 sf
Fuel Facility Office:	125 sf
Retail:	19,200 sf
Restaurant:	16,240 sf
Multi-Family (Includes Garage, Cabana & Maintenance):	177,730 sf

Native Vegetation Requirement

Total Site Area:	**48.99 acres**
Wetlands:	6,50 acres
Surface Waters:	4,10 acres
Upland Area:	38,39 acres
Required Native Vegetation Area (25,0%):	9,60 acres
Provided Native Vegetation Area (32,0%):	12,28 acres

Land Use Site Data

Total Site Area:	48.99 ac	
Right of Way:	2,51 ac	5,1%
Residential	14,70 ac	30,0%
Commercial:	22,80 ac	46,6%
Retail, Bulk Merchandise:	17,24 ac	
Kanner Highway Parcel:	5,56 ac	
Stormwater Tracts:	6,98 ac	18,3%
Lake 1:	1,80 ac	
Lake 2:	2,95 ac	
Dry Retention Area 1:	0,32 ac	
Dry Retention Area 2:	0,78 ac	
Dry Retention Area 3:	0,46 ac	
DOT Basin:	2,75 ac	

Density & Floor Area Ratio

Residential	
Residential Units:	386
Density Overall Site:	8,1 UPA (386 units / 48,99 ac)
Commercial	
Project Site Area:	2,133,987 sf
Total Commercial Building Area:	193,146 sf
Floor Area Ratio:	0,09 FAR

General Notes:

- All building, parking and access areas shall document compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Stuart Development Dept. Perform a field inspection to determine if barricades have been properly installed on the site.
- All signs will comply with the sign regulations at the time of permitting.
- "No Trespass" signs to be posted during construction and displayed at all entrances and exits.
- All building numbers to be no less than four (4) inches tall, illuminated, and not blocked by landscaping.
- Building numbers shall be placed at front and rear entrances.
- Sediment control measures shall be maintained in working order at all times.
- Provisions shall be made to minimize the deposit of sediment by transport vehicles onto public paved surfaces.
- Sediment basin and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land activity and shall be made functional before land disturbance takes place.
- All public sidewalks are to be a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any sidewalk damaged during construction shall be repaired or replaced.
- A/C Units, trash receptacles, back flow preventer, and other above ground utilities shall be screened with landscape per City of Stuart LDR.
- Knox Box key vaults shall be provided as required.
- No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during the course construction activities.
- Detectable warning surfaces shall be provided at all sidewalk ramps and crosswalks.
- Buildings 1, 2, 3, 4 & 5 may include any use allowed in the CPUD Agreement and any additional additional parking required shall be debited against the excess parking provided.

lucido & associates
701 S Ocean Blvd, Stuart Florida 34994 (772) 220-2100, Fax (772) 223-7220

Key / Location:



Project Team:

Applicant:
M&M Realty Partners
1295 Stelton Rd
Piscataway, NJ 08701
703-689-7778

Engineer:
Maser Consulting
110 Eagleview Blvd Suite 101
Exton, PA 19341
610-594-9430

Engineer:
CDC Engineering
Kyle Kennedy
10250 SW Village Pkwy, Suite 201
Port St Lucie, Florida, 34987

Surveyor:
CDC Engineering
Eric Kennedy
10250 SW Village Pkwy, Suite 201
Port St Lucie, Florida, 34987

Landscape Architect/Land Planner:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Environmental
EW Consultants
Ed Wellsberg
1593 SE Monterey Commons Blvd #203
Stuart, Florida 34996

KANNER CPUD

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
8.21.2020	SLS	Initial Submittal
12.18.2020	SLS	1st Resubmittal
03.16.2021	SLS	2nd Resubmittal
04.21.2021	SLS	3rd Resubmittal
05.13.2021	SLS	LPA Comments

NORTH

SCALE: 1" = 100'

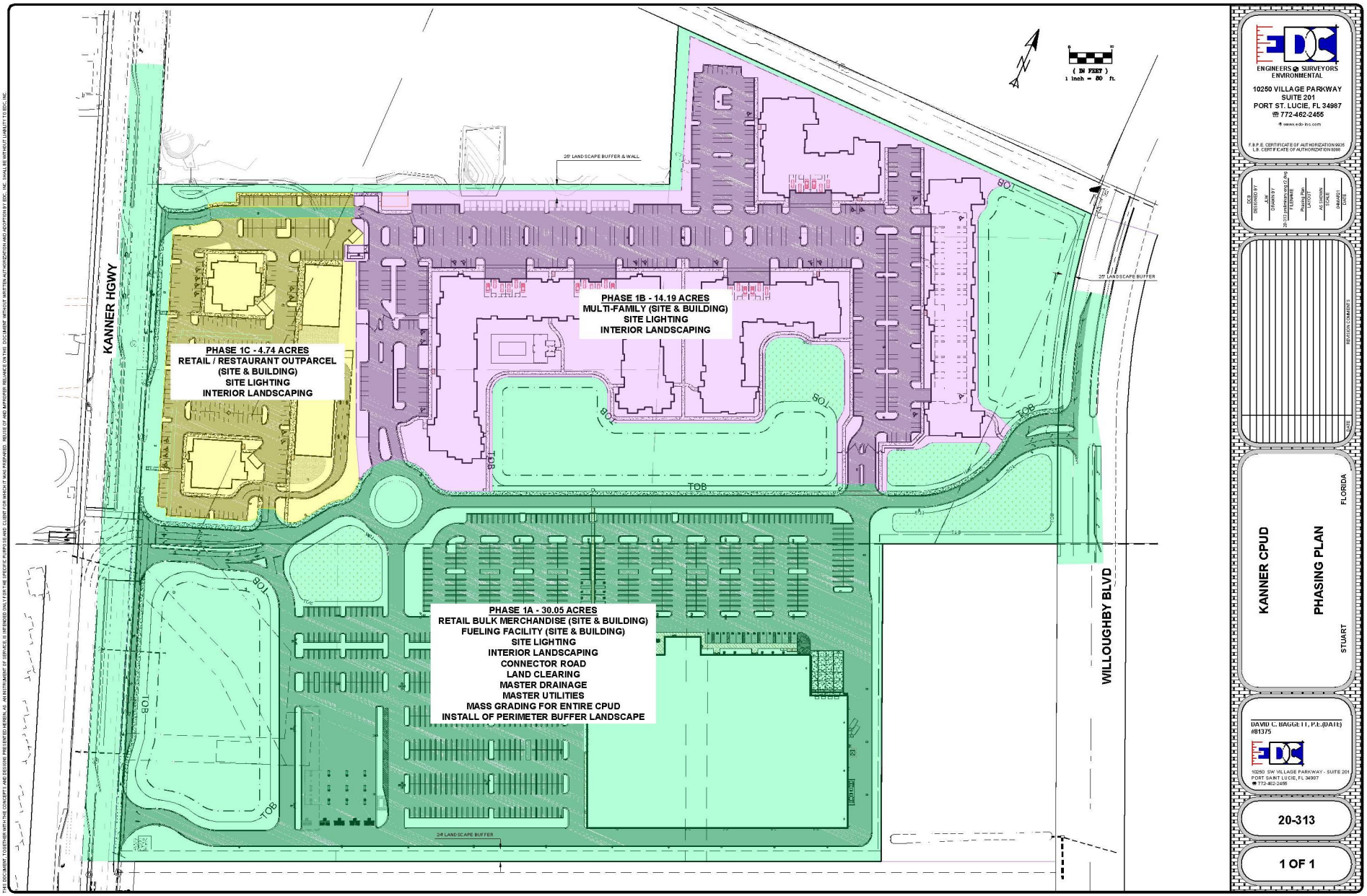
0 50' 100' 200'

REG. # 1018
Thomas P. Lucido

Designer	–
Manager	–
Project Number	–
Municipal Number	–
Computer File	19-035 - Costco Master Site Plan.dwg

Sheet **1 of 1**

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BOUNDARY, TOPOGRAPHY & TREE SURVEY

FOR: M&M STUART LLC

TITLE COMMITMENT
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 807683 A1
COMMITMENT DATE: NOVEMBER 22, 2020, AT 11:00 PM
SCHEDULE B-II ITEMS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **NOT A SURVEY MATTER.**
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2019 AND SUBSEQUENT YEARS. **NOT A SURVEY MATTER.**
   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. **NOT A SURVEY MATTER.**
   D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. **NOT A SURVEY MATTER.**
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. **NOT A SURVEY MATTER.**
5. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. **NOT A SURVEY MATTER.**
6. EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH RECORDED IN DEED BOOK 42, PAGE 63, AS AFFECTED BY ASSIGNMENT RECORDED IN O. R. BOOK 821, PAGE 1406, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCEL I) **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
7. ORDINANCE NO. 2337-2017, REGARDING ANNEXATION, RECORDED IN O.R. BOOK 2902, PAGE 693, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO BOTH PARCELS) **NOT A SURVEY MATTER, AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
8. COMMITMENT EXCEPTION #3 IS HEREBY DELETED IN ITS ENTIRETY. **NOT A SURVEY MATTER.**

TITLE COMMITMENT
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 807690 A1
COMMITMENT DATE: NOVEMBER 3, 2020, AT 11:00 PM
SCHEDULE B-II ITEMS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2021 AND SUBSEQUENT YEARS. **NOT A SURVEY MATTER.**
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. **NOT A SURVEY MATTER.**
   D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. **NOT A SURVEY MATTER.**
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. **NOT A SURVEY MATTER.**
5. EASEMENT IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DEED BOOK 42, PAGE 63, TOGETHER WITH ASSIGNMENT RECORDED IN O.R. BOOK 821, PAGE 1406, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
6. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. **NOT A SURVEY MATTER.**

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807683

PARCEL 1 :

THE REAL PROPERTY LYING AND BEING IN GOVERNMENT LOT 5 AND 6, SECTION 16, TOWNSHIP 38 SOUTH , RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE HANSON GRANT AND THE CENTERLINE OF STATE ROAD 76, THENCE PROCEED NORTH 66°18'30" EAST ALONG THE NORTH LINE OF THE HANSON GRANT FOR A DISTANCE OF 60.08 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 76. THENCE PROCEED NORTH 20°23'20" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76 FOR A DISTANCE OF 330 FEET AND THE POINT OF PLACE OF BEGINNING. THENCE PROCEED NORTH 66°18'30" EAST FOR A DISTANCE OF 884.42 FEET TO A POINT, THENCE PROCEED NORTH 20°23'20" WEST FOR A DISTANCE OF 350 FEET TO A POINT, THENCE PROCEED SOUTH 66°18'30" WEST FOR A DISTANCE OF 884.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76. THENCE PROCEED SOUTH 20°23'20" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76 FOR A DISTANCE OF 350 FEET TO THE POINT OR PLACE OF BEGINNING.

LESS AND EXCEPT PARCEL NO. 145 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, RECORDED IN O.R BOOK 951, PAGE 284, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF GOVERNMENT LOT 5, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 66°02'08" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 127.80 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 76 (KANNER HIGHWAY); THENCE NORTH 20°23'27" WEST ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°36'37" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 350.00 FEET; THENCE NORTH 66°02'08" EAST, A DISTANCE OF 20.03 FEET; THENCE SOUTH 20°39'37" EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 66°02'08" WEST, A DISTANCE OF 20.03 FEET.

PARCEL 2:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 6 AND 7, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 2, STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD; THENCE NORTH 23°40'21" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 208.04 FEET TO A POINT OF CURVATURE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 14°55'37", AND AN ARC LENGTH OF 369.95 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 66°43'56" WEST, FOR A DISTANCE OF 791.02 FEET TO A POINT; THENCE NORTH 20°39'22" WEST FOR A DISTANCE OF 395.23 FEET TO A POINT ON THE SOUTH LINE OF A MARTIN COUNTY ACCESS STRIP RECORDED IN OFFICIAL RECORDS BOOK 882, PAGES 783 AND 785, MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°28'43" EAST ALONG SAID MARTIN COUNTY ACCESS STRIP, FOR A DISTANCE OF 856.56 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE EAST, RADIAL LINE BEARS NORTH 82°49'31" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 02°01'03", AND AN ARC LENGTH OF 50 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807690

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 5, 6, AND 7, SECTION 16, TOWNSHIP 38 SOUTH RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

BEGINNING AT THE NORTHEAST CORNER OF TRACT 2, STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD AND ALSO BEING A POINT ON THE NORTH LINE OF THE HANSON GRANT; THENCE SOUTH 65°51'31" WEST ALONG THE NORTH LINE OF SAID HANSON GRANT, FOR A DISTANCE OF 1738.28 FEET TO A POINT ON THE EASTERLY RIGHTS-OF-WAY LINE OF SOUTH KANNER HIGHWAY (S.R. 76); THENCE NORTH 20°39'22" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 330.00 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 65°51'31" EAST, FOR A DISTANCE OF 864.39 FEET TO A POINT; THENCE NORTH 20°39'22" WEST, FOR A DISTANCE OF 256.56 FEET TO A POINT; THENCE NORTH 69°43'59" EAST, FOR A DISTANCE OF 791.02 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 14°56'37", A CHORD BEARING OF SOUTH 16°11'46" EAST AND A CHORD LENGTH OF 368.90 FEET; THENCE TRAVEL COUNTER-CLOCKWISE ALONG THE ARC OF SAID NON-TANGENT CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, FOR A DISTANCE OF 369.95 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23°40'21" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 208.04 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807694

A PARCEL OF LAND LYING WITHIN THE HANSON GRANT, MARTIN COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

THE WESTERLY 330.00 FEET OF LOT 2, AND ALL OF LOTS 3 AND 4 OF STUART FARMS, AS RECORDED IN PLAT BOOK I, PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOW SITUATED, LYING AND BEING IN MARTIN COUNTY, FLORIDA.

LESS AND EXCEPT

THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 951, PAGE 282, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

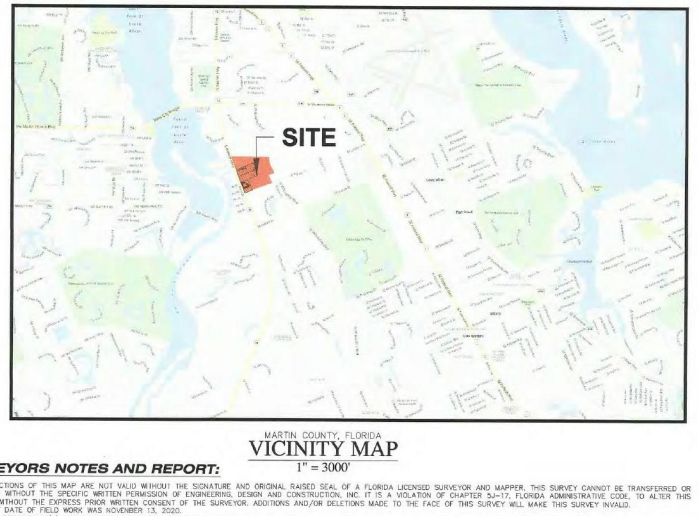
A 10 FOOT WIDE PARCEL OF LAND OVER THE WESTERLY PORTION OF LOT 4, ACCORDING TO THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING EASTERLY OF STATE ROAD 76, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4. THENCE RUN SOUTH 66°02'08" WEST, ALONG THE NORTH LINE OF SAID LOT 4 AND ALONG THE NORTH LINE OF HANSON GRANT, A DISTANCE OF 376.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66°02'08" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 10.01 FEET; THENCE SOUTH 20°39'37" EAST, ALONG A LINE THAT IS 10 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE 100 FOOT WIDE STATE ROAD 76, A DISTANCE OF 800.55 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 66°06'12" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 10.01 FEET; THENCE NORTH 20°39'37" WEST, ALONG A LINE 20 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE SAID 100 FOOT WIDE STATE ROAD 76, A DISTANCE OF 800.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN ABANDONED 40 FOOT DEDICATED RIGHT OF WAY LYING BETWEEN SAID LOTS 2 AND 3.

TITLE COMMITMENT
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 807694 A1
COMMITMENT DATE: NOVEMBER 3, 2020, AT 11:00 PM
SCHEDULE B-II ITEMS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2019 AND SUBSEQUENT YEARS. **NOT A SURVEY MATTER.**
   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. **NOT A SURVEY MATTER.**
   D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS.
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. **NOT A SURVEY MATTER.**
5. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. **NOT A SURVEY MATTER.**
6. ALL MATTERS CONTAINED ON THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOW SITUATED, LYING AND BEING IN MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
7. RESOLUTION NO. 51-98 CREATING UTILITY EASEMENT RECORDED IN O.R. BOOK 1174, PAGE 761, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
8. PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN O.R. BOOK 2777, PAGE 775, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
9. TEMPORARY EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN O.R. BOOK 2777, PAGE 782, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
10. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED, UNDER DEED BOOK 31, PAGE 137; PARTIALLY RELEASED IN O.R. BOOK 378, PAGE 309, TRANSFER OF ROAD RIGHT OF WAY RESERVATION RECORDED IN O.R. BOOK 835, PAGE 1822, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
11. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN O.R. BOOK 179, PAGE 275, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **DOES NOT AFFECT PROPERTY, EASEMENT NOW IN RIGHT-OF-WAY OF STATE ROAD 76.**
12. EASEMENT RECORDED IN DEED BOOK 12, PAGE 285, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
13. OUTFALL DITCH EASEMENT RECORDED IN DEED BOOK 42, PAGE 432, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
14. RIGHT OF WAY RESOLUTION RECORDED IN O.R. BOOK 774, PAGE 1469, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
15. ORDINANCE NO. 2327-16 RECORDED IN O.R. BOOK 2875, PAGE 760, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, PROVIDING FOR ANNEXATION OF SUBJECT PROPERTY INTO THE CITY OF STUART. **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
16. DEED RECORDED IN O.R. BOOK 2822, PAGE 939, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SUBJECT TO AUTOMATIC PHOSPHATE, METALS, MINERALS AND PETROLEUM RESERVATIONS BY VIRTUE OF SEC. 270.11(1), F.S. **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
17. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 2822, PAGE 939, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, RELATED TO PERMITTING REQUIREMENTS. **NOT A SURVEY MATTER.**
18. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED. **NOT A SURVEY MATTER.**
19. ANY PORTION OF THE LAND LYING WATERWARD OF THE ORDINARY HIGH WATER MARK OF LAKE, AND LANDS ACCRETED THERETO. **NOT A SURVEY MATTER.**



MARTIN COUNTY, FLORIDA
VICINITY MAP
1" = 3000'

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS NOVEMBER 13, 2020.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 48.99 ACRES, MORE OR LESS.
5. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 F.A.C.), IS "COMMERCIAL." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE BOUNDARY SYSTEM-EAST ZONE, NAD 83 (1990).
7. THE TOPOGRAPHIC AND TREE DATA COLLECTED AND DEPICTED ON THIS SURVEY IS OF SPECIFIC AREAS PREDETERMINED BY THE CLIENT AT THE TIME OF SURVEY REQUEST.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE HANSON GRANT PER THE LINE LABELED HEMON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
11. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
12. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
13. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12085C0161H, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
14. TREES SHOWN HEREON WERE LOCATED BASED ON THE CONSERVATION CRITERIA ESTABLISHED BY THE CITY OF STUART, FLORIDA.
15. SHEETS 7, 8, AND 9 IS A TREE SURVEY BASED ON INFORMATION PROVIDED BY EW CONSULTANTS. JOB NAMED "M&M REALTY KANNER". THE WESTERN HALF BEING COLLECTED ON JULY THROUGH AUGUST OF 2018. THE EASTERN HALF BEING LOCATED IN SEPTEMBER OF 2020.
16. ADDITIONAL TOPOGRAPHIC DATA PROVIDED BY SJ BROWN INC. SURVEY JOB # 7227-01-01.

REFERENCE MATERIAL:

- MARTIN COUNTY ENGINEERING DEPT. RIGHT-OF-WAY SURVEY AND MAPPING RIGHT OF WAY MAP WILLOUGHBY BLVD. EXTENSION – MARTIN COUNTY. MAPS PREPARED BY GCY, INC. CIVIL ENGINEERS AND LAND SURVEYORS. DATED SEPTEMBER 1992. JOB# 91-1047
- BOUNDARY SURVEY BY STEPHEN J. BROWN, INC. PREPARED FOR M&M REALTY PARTNERS, LLC. COMPLETED ON 07/03/2018, JOB # 7227-01-01.
- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SECTION, RIGHT OF WAY MAP, STATE ROAD NO. 76, MARTIN COUNTY. SECTION 89060-2510 (2511).
- CERTUS STU OWNER PLAT, LOTS 1 AND 2. PLAT BOOK 18, PAGE 17, MCR.
- STUART FARMS PALM BEACH COUNTY, PLAT BOOK 1, PAGE 63, MCR.
- 3100 SE WILLOUGHBY BLVD, STUART. OFFICIAL RECORD BOOK 2464, PAGE 1992, MCR. PARCEL ID 16-38-41-000-000-00660-3
- 3171 S KANNER HWY, STUART. OFFICIAL RECORD BOOK 2270, PAGE 399, MCR. PARCEL ID 16-38-41-000-000-00442-6
- S KANNER HWY, STUART. OFFICIAL RECORD BOOK 2465, PAGE 1851, MCR. PARCEL ID 16-38-41-000-000-00440-8.
- S KANNER HWY, STUART. OFFICIAL RECORD BOOK 2822, PAGE 939, MCR. PARCEL ID 40-38-41-001-002-00000-5.
- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY OFFICIAL RECORD BOOK951, PAGE 284, MCR.
- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY OFFICIAL RECORD BOOK951, PAGE 286, MCR.
- 20' NON EXCLUSIVE EASEMENT, OFFICIAL RECORD BOOK 1174, PAGE 761, MCR.
- 60' WIDE MARTIN COUNTY ACCESS STRIP OFFICIAL RECORD BOOK 882, PAGE 783 & 785.
- PARCEL 804 S.F.W.M.D. EASEMENT, OFFICIAL RECORDS BOOK 277, PAGE 775, MCR.
- PARCEL 804 S.F.W.M.D. EASEMENT, OFFICIAL RECORDS BOOK 277, PAGE 782, MCR.
- 40' FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT, DEED BOOK 42, PAGE 432, MCR.
- GCY TOPOGRAPHIC SURVEY JOB # 19-1034-02 DATED NOVEMBER 2019.
- TOPOGRAPHIC SURVEY BY SJ BROWN INC. FOR M&M REALTY PARTNERS, LLC JOB # 7227-01-01 DATED 07/23/2019

CERTIFIED TO:

1. M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SHEETS:

1. COVER
2. BOUNDARY SURVEY
3. TOPOGRAPHIC SURVEY
4. TREE SURVEY
5. TREE SURVEY CONTINUED
6. TREE SCHEDULE
7. TREE SURVEY BY OTHERS
8. TREE SURVEY BY OTHERS CONTINUED
9. TREE SCHEDULE BY OTHERS

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

MICHAEL T. OWEN License Number 5556 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 6935
L.B. CERTIFICATE OF AUTHORIZATION 8106

DWG DRAWN BY	MTO
CHECKED BY	MTO
FIELD BOOK	20-313SV, 20-313SV_INVOMG
RELEASE	
COVER	
SHEET	
SCALE	AS SHOWN
DATE	February 26, 2021

DATE	REVISION
05/05/2021	ADDED TREE DATA FROM EW CONSULTANTS AND TOPO FROM SJ BROWN
12/15/2020	ADDED REC. INFO ABANDONING OF DEDICATED 40W STUART FARMS PLAT
	REVISION COMMENTS

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST AND LYING WITHIN THE HANSON GRANT
MARTIN COUNTY, FLORIDA

BOUNDARY, TOPOGRAPHY & TREE SURVEY

FOR: M&M STUART LLC

TITLE COMMITMENT
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 807683 A1
COMMITMENT DATE: NOVEMBER 22, 2020, AT 11:00 PM
SCHEDULE B-II ITEMS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **NOT A SURVEY MATTER.**
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2019 AND SUBSEQUENT YEARS. **NOT A SURVEY MATTER.**
   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. **NOT A SURVEY MATTER.**
   D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. **NOT A SURVEY MATTER.**
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. **NOT A SURVEY MATTER.**
5. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. **NOT A SURVEY MATTER.**
6. EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH RECORDED IN DEED BOOK 42, PAGE 63, AS AFFECTED BY ASSIGNMENT RECORDED IN O. R. BOOK 821, PAGE 1406, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. (AS TO PARCEL 1) **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
7. ORDINANCE NO. 2337-2017, REGARDING ANNEXATION, RECORDED IN O.R. BOOK 2902, PAGE 693, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA (AS TO BOTH PARCELS) **NOT A SURVEY MATTER, AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
8. COMMITMENT EXCEPTION #3 IS HEREBY DELETED IN ITS ENTIRETY. **NOT A SURVEY MATTER.**

TITLE COMMITMENT
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 807690 A1
COMMITMENT DATE: NOVEMBER 3, 2020, AT 11:00 PM
SCHEDULE B-II ITEMS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE COMMITMENT DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.**
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2021 AND SUBSEQUENT YEARS. **NOT A SURVEY MATTER.**
   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. **NOT A SURVEY MATTER.**
   D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
   E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. **NOT A SURVEY MATTER.**
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS.
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. **NOT A SURVEY MATTER**
5. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. **NOT A SURVEY MATTER.**
6. ALL MATTERS CONTAINED ON THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOW SITUATED, LYING AND BEING IN MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
7. RESOLUTION NO. 51-96 CREATING UTILITY EASEMENT RECORDED IN O.R. BOOK 1174, PAGE 781, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
8. PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN O.R. BOOK 2777, PAGE 775, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
9. TEMPORARY EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN O.R. BOOK 2777, PAGE 782, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
10. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED, UNDER DEED BOOK 31, PAGE 137; PARTIALLY RELEASED IN O.R. BOOK 318, PAGE 309. TRANSFER OF ROAD RIGHT OF WAY RESERVATION RECORDED IN O.R. BOOK 835, PAGE 1822, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
11. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED IN O.R. BOOK 179, PAGE 275, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **DOES NOT AFFECT PROPERTY, EASEMENT NOW IN RIGHT-OF-WAY OF STATE ROAD 76.**
12. EASEMENT RECORDED IN DEED BOOK 12, PAGE 285, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
13. OUTFALL DITCH EASEMENT RECORDED IN DEED BOOK 42, PAGE 432, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. **AFFECTS PROPERTY, SHOWN ON SURVEY.**
14. RIGHT OF WAY RESOLUTION RECORDED IN O.R. BOOK 774, PAGE 1489, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
15. ORDINANCE NO. 2327-16 RECORDED IN O.R. BOOK 2875, PAGE 760, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. PROVIDING FOR ANNEXATION OF SUBJECT PROPERTY INTO THE CITY OF STUART. **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
16. DEED RECORDED IN O.R. BOOK 2822, PAGE 939, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. SUBJECT TO AGRICULTURAL PHOSPHATE, METALS, MINERALS AND PETROLEUM RESERVATIONS BY VIRTUE OF SEC. 270.11(1), F.S. **AFFECTS PROPERTY, BLANKET IN NATURE, NOT PLOTTABLE.**
17. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 2822, PAGE 939, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. RELATED TO PERMITTING REQUIREMENTS. **NOT A SURVEY MATTER.**
18. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED **NOT A SURVEY MATTER.**
19. ANY PORTION OF THE LAND LYING WATERWARD OF THE ORDINARY HIGH WATER MARK OF LAKE, AND LANDS ACCRETED THERETO. **NOT A SURVEY MATTER.**

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807683

PARCEL 1 :

THE REAL PROPERTY LYING AND BEING IN GOVERNMENT LOT 5 AND 6, SECTION 16, TOWNSHIP 38 SOUTH , RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE HANSON GRANT AND THE CENTERLINE OF STATE ROAD 76, THENCE PROCEED NORTH 66°02'08" EAST ALONG THE NORTH LINE OF THE HANSON GRANT FOR A DISTANCE OF 50.08 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 76, THENCE PROCEED NORTH 20°23'20" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76 FOR A DISTANCE OF 330 FEET AND THE POINT OR PLACE OF BEGINNING; THENCE PROCEED NORTH 66°18'30" EAST FOR A DISTANCE OF 984.42 FEET TO A POINT, THENCE PROCEED NORTH 20°23'20" WEST FOR A DISTANCE OF 350 FEET TO A POINT, THENCE PROCEED SOUTH 66°18'30" WEST FOR A DISTANCE OF 984.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76; THENCE PROCEED SOUTH 20°23'20" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 76 FOR A DISTANCE OF 350 FEET TO THE POINT OR PLACE OF BEGINNING.

LESS AND EXCEPT PARCEL NO. 145 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, RECORDED IN O.R. BOOK 951, PAGE 284, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF GOVERNMENT LOT 5, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH 66°02'08" WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 127.80 FEET TO A POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 76 (KANNER HIGHWAY); THENCE NORTH 20°39'37" WEST ALONG SAID EASTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20°39'37" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 350.00 FEET; THENCE NORTH 66°02'08" EAST, A DISTANCE OF 20.03 FEET; THENCE SOUTH 20°39'37" EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 66°02'08" WEST, A DISTANCE OF 20.03 FEET.

PARCEL 2:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 6 AND 7, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 2, STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD; THENCE NORTH 23°40'21" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 208.04 FEET TO A POINT OF CURVATURE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 14°55'37", AND AN ARC LENGTH OF 369.95 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 66°43'59" WEST, FOR A DISTANCE OF 791.02 FEET TO A POINT; THENCE NORTH 20°39'22" WEST FOR A DISTANCE OF 395.23 FEET TO A POINT ON THE SOUTH LINE OF A MARTIN COUNTY ACCESS STRIP RECORDED IN OFFICIAL RECORDS BOOK 882, PAGES 783 AND 785, MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°28'43" EAST ALONG SAID MARTIN COUNTY ACCESS STRIP, FOR A DISTANCE OF 859.34 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE EAST, RADIAL BEARING NORTH 82°49'31" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 02°01'03", AND AN ARC LENGTH OF 50 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807690

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 5, 6, AND 7, SECTION 16, TOWNSHIP 38 SOUTH RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

BEGINNING AT THE NORTHEAST CORNER OF TRACT 2, STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD AND BEING A POINT ON THE NORTH LINE OF THE HANSON GRANT; THENCE SOUTH 65°51'31" WEST ALONG THE NORTH LINE OF SAID HANSON GRANT, FOR A DISTANCE OF 1738.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH KANNER HIGHWAY (S.R. 76); THENCE NORTH 20°39'22" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 330.00 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 65°51'31" EAST, FOR A DISTANCE OF 964.39 FEET TO A POINT; THENCE NORTH 20°39'22" WEST, FOR A DISTANCE OF 256.55 FEET TO A POINT, THENCE NORTH 66°43'59" EAST, FOR A DISTANCE OF 791.02 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1420.00 FEET, A CENTRAL ANGLE OF 14°55'37", A CHORD BEARING OF SOUTH 18°11'48" EAST AND A CHORD LENGTH OF 368.90 FEET; THENCE TRAVEL COUNTER-CLOCKWISE ALONG THE ARC OF SAID NON-TANGENT CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF S.E. WILLOUGHBY BOULEVARD, FOR A DISTANCE OF 369.95 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23°40'21" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 208.04 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:
TITLE COMMITMENT # 807694

A PARCEL OF LAND LYING WITHIN THE HANSON GRANT, MARTIN COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

THE WESTERLY 330.00 FEET OF LOT 2, AND ALL OF LOTS 3 AND 4 OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOW SITUATED, LYING AND BEING IN MARTIN COUNTY, FLORIDA.

LESS AND EXCEPT

THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORDS BOOK 951, PAGE 282, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 10 FOOT WIDE PARCEL OF LAND OVER THE WESTERLY PORTION OF LOT 4, ACCORDING TO THE PLAT OF STUART FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA. LYING EASTERLY OF STATE ROAD 76, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE RUN SOUTH 66°02'08" WEST, ALONG THE NORTH LINE OF SAID LOT 4 AND ALONG THE NORTH LINE OF HANSON GRANT, A DISTANCE OF 376.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66°02'08" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 10.01 FEET; THENCE SOUTH 20°39'37" EAST, ALONG A LINE THAT IS 10 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE 100 FOOT WIDE STATE ROAD 76, A DISTANCE OF 690.55 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 66°06'12" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 10.01 FEET; THENCE NORTH 20°39'37" WEST, ALONG A LINE 20 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE SAID 100 FOOT WIDE STATE ROAD 76, A DISTANCE OF 600.56 FEET TO THE POINT OF BEGINNING

TOGETHER WITH AN ABANDONED 40 FOOT DEDICATED RIGHT OF WAY LYING BETWEEN SAID LOTS 2 AND 3.



MARTIN COUNTY, FLORIDA
VICINITY MAP
1" = 3000'

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS NOVEMBER 13, 2020.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 48.99 ACRES, MORE OR LESS.
5. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6 F.A.C.), IS "COMMERCIAL." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE BOUNDARY SYSTEM-EAST ZONE, NAD 83 (1990)
7. THE TOPOGRAPHIC AND TREE DATA COLLECTED AND DEPICTED ON THIS SURVEY IS OF SPECIFIC AREAS PREDETERMINED BY THE CLIENT AT THE TIME OF SURVEY REQUEST.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE HANSON GRANT PER THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER THE SCALED POSITIONS.
11. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
12. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
13. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12085C0161H, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
14. TREES SHOWN HEREON WERE LOCATED BASED ON THE CONSERVATION CRITERIA ESTABLISHED BY THE CITY OF STUART, FLORIDA.
15. SHEETS 7, 8, AND 9 IS A TREE SURVEY BASED ON INFORMATION PROVIDED BY EW CONSULTANTS, JOB NAMED "M&M REALTY KANNER". THE WESTERN HALF BEING COLLECTED ON JULY THROUGH AUGUST OF 2018. THE EASTERN HALF BEING LOCATED IN SEPTEMBER OF 2020.
16. ADDITIONAL TOPOGRAPHIC DATA PROVIDED BY SJ BROWN INC. SURVEY JOB # 7227-01-01.

REFERENCE MATERIAL:

- MARTIN COUNTY ENGINEERING DEPT. RIGHT-OF-WAY SURVEY AND MAPPING RIGHT OF WAY MAP WILLOUGHBY BLVD. EXTENSION – MARTIN COUNTY. MAPS PREPARED BY GCV, INC. CIVIL ENGINEERS AND LAND SURVEYORS, DATED SEPTEMBER 1992. JOB# 91-1047
- BOUNDARY SURVEY BY STEPHEN J. BROWN, INC. PREPARED FOR M&M REALTY PARTNERS, LLC. COMPLETED ON 07/03/2018, JOB # 7227-01-01.
- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SECTION, RIGHT OF WAY MAP, STATE ROAD NO. 76, MARTIN COUNTY. SECTION 89060-2510 (2511).
- CERTIFIED STU OWNER PLAT, LOTS 1 AND 2, PLAT BOOK 18, PAGE 17, MCR.
- STUART FARMS PALM BEACH COUNTY, PLAT BOOK 1, PAGE 63, MCR
- 3100 SE WILLOUGHBY BLVD, STUART, OFFICIAL RECORD BOOK 2464, PAGE 1992, MCR, PARCEL ID 16-38-41-000-000-00460-3
- 3171 S KANNER HWY, STUART, OFFICIAL RECORD BOOK 2270, PAGE 398, MCR, PARCEL ID 16-38-41-000-000-00442-6
- S KANNER HWY, STUART, OFFICIAL RECORD BOOK 2465, PAGE 1851, MCR, PARCEL ID 16-38-41-000-000-00440-8.
- S KANNER HWY, STUART, OFFICIAL RECORD BOOK 2822, PAGE 939, MCR, PARCEL ID 40-38-41-001-002-00000-5.
- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY OFFICIAL RECORD BOOK951, PAGE 284, MCR
- FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY OFFICIAL RECORD BOOK951, PAGE 286, MCR
- 20' NON EXCLUSIVE EASEMENT, OFFICIAL RECORD BOOK 1174, PAGE 761, MCR.
- 60' WIDE MARTIN COUNTY ACCESS STRIP OFFICIAL RECORD BOOK 882, PAGE 783 & 785.
- PARCEL B04 S.F.W.M.D EASEMENT, OFFICIAL RECORDS BOOK 277, PAGE 775, MCR
- PARCEL B04 S.F.W.M.D. EASEMENT, OFFICIAL RECORDS BOOK 277, PAGE 782, MCR.
- 40' FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT, DEED BOOK 42, PAGE 432, MCR.
- GCV TOPOGRAPHIC SURVEY JOB # 19-1034-02 DATED NOVEMBER 2019.
- TOPOGRAPHIC SURVEY BY SJ BROWN INC. FOR M&M REALTY PARTNERS, LLC JOB # 7227-01-01 DATED 07/23/2019

CERTIFIED TO:

1. M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SHEETS:

1. COVER
2. BOUNDARY SURVEY
3. TOPOGRAPHIC SURVEY
4. TREE SURVEY
5. TREE SURVEY CONTINUED
6. TREE SCHEDULE
7. TREE SURVEY BY OTHERS
8. TREE SURVEY BY OTHERS CONTINUED
9. TREE SCHEDULE BY OTHERS

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER — SIGNATURE DATE:
FLORIDA REGISTRATION #5556

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UNIT 201
PORT ST. LUCIE, FL 34987
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L.B. CERTIFICATE OF AUTHORIZATION 6556

DAD — DRAWN BY
MTO — CHECKED BY
FIELD CREW — 20-313SV_Add dwg — FILENAME
AS SHOWN — SCALE
February 25, 2021 — DATE
1 OF 1 — SHEET

DATE	DESCRIPTION
12/15/2020	ADDED TREE DATA FROM EW CONSULTANTS AND TOPO FROM SJ BROWN
12/21/2020	ADDED SEC. INFO. ABANDONING OF EXISTING 60' RIGHT OF WAY

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST
AND LYING WITHIN THE HANSON GRANT
MARTIN COUNTY, FLORIDA

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20-313

1 OF 9

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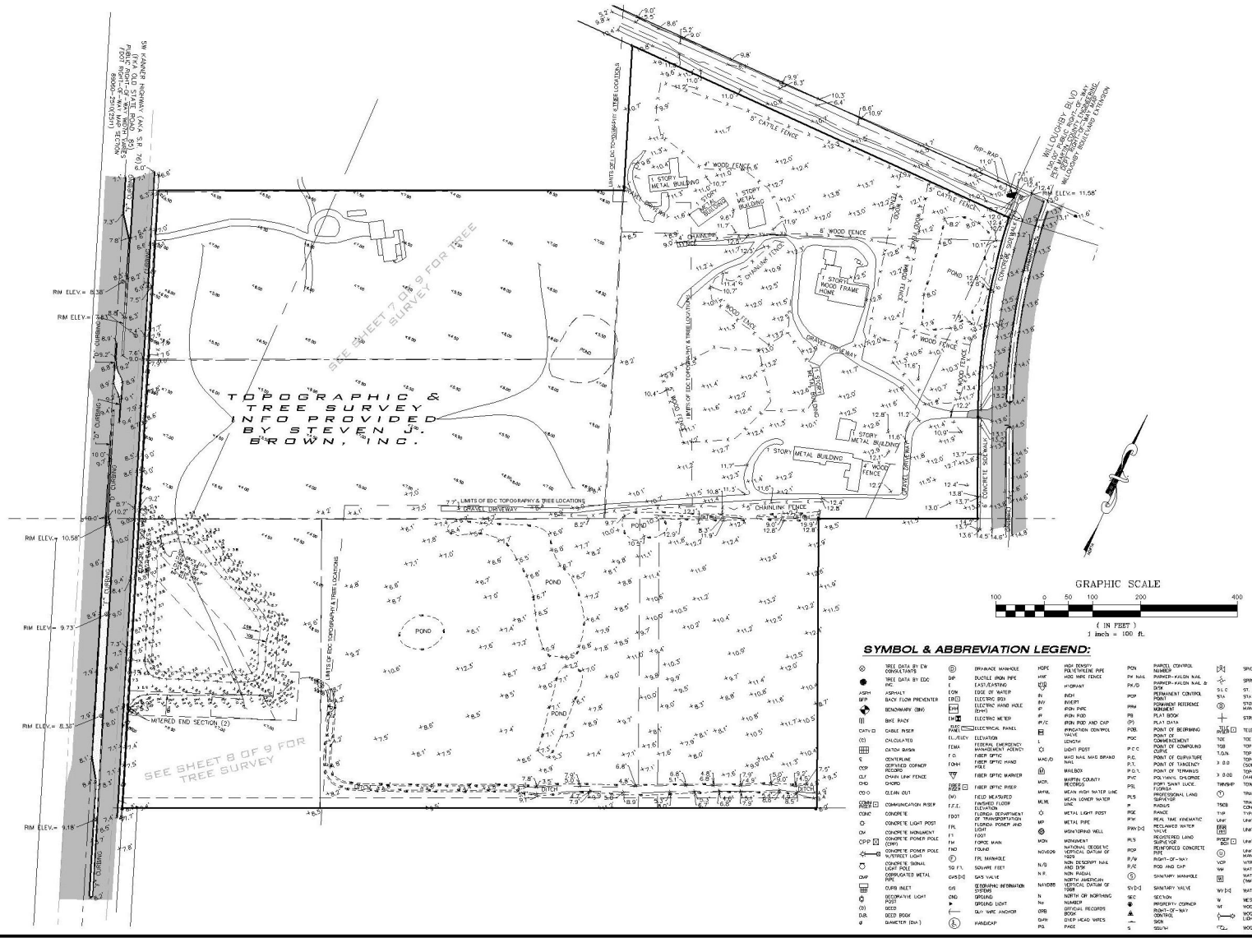
BOUNDARY, TOPOGRAPHY & TREE SURVEY

FOR: M&M STUART LLC


FND. 3/4" IR
E. 2.78'
GOVERNMENT LOT 4
GOVERNMENT LOT 5
MARTIN COUNTY ACCESS STRIP 60.00' WIDE
(ORB 882, PG. 783 & 785)
FND. 5/8" IRC LB 4049
N. 0.04
W. 1.40'
GOVERNMENT LOT 3
GOVERNMENT LOT 6
FND. 5/8" IR
N. 0.09'
W. 0.72'
GOVERNMENT LOT 2
GOVERNMENT LOT 7
FND. 1" IP
SOUTH LINE OF MARTIN COUNTY ACCESS STRIP
1034.52'
S89°29'39"E 858.35'
S89°26'17"E (MC P/W MAP OF MILLOUGHBY BLVD)
S89°29'39"E 858.35' (C)
S89°28'43"E 859.34' (D)
L=49.82' (C)
L=50.00' (D)
R=1420.00' (C)(D)
Δ=2°00'37" (C)
Δ=2°01'03" (D)
N83°15'16"E (C) (RADIAL)
N82°49'31"E (D) (RADIAL)
POB
TITLE COMMITMENT # 807683
PARCEL 2
L=420.04' R=1420.00'
Δ=16°56'53"
PARCEL 2
COMMITMENT # 807683
NEXME HOLDINGS, LLC
UNPLATTED
(ORB 2465, PG. 1892)
N87°17'38"E 789.47' (C)
N87°17'38"E 791.02' (D)
N85°42'59"E 789.47' (C)
N85°42'59"E 791.02' (D)
S87°17'38"W 789.47' (C)
S87°17'38"W 791.02' (D)
S86°43'59"W 791.02' (D)
NOT INCLUDED
UNPLATTED
HARRY SNYDER JR TRUST
CAROL ANN SNYDER TRUST
(ORB 2258, PG. 715)
N00°12'47"W 1282.12'
S23°41'38"E 210.19'
L=370.21' (C) 369.95' (D)
R=1420.00' (D)(C)
CHRD BRNG= S16°11'46"E (D) S16°13'30"E (C)
CHRD DIST= 368.90' (D) 369.17' (C)
Δ=14°56'16" (C) Δ=14°55'37" (D)
SET 5/8" IRC EDC LB 8058
N65°59'26"E 965.99'
N65°59'26"W 965.99' (C)
S65°59'26"W 965.99' (D)
N65°59'26"E 965.99' (C)
N65°59'26"E 965.99' (D)
N65°59'31"E 964.39' (D)
EXHIBIT A
COMMITMENT # 807690
WILLOUGHBY GROUP LLC
(ORB 2270, PG. 399)
NORTH LINE OF THE HANSON GRANT
BASED UPON HISTORIC SURVEY INFORMATION
POC
TITLE COMMITMENT # 807690
PARCEL 2
NORTHEAST CORNER OF LOT 2
STUART FARMS (PB 1, PG. 63)
POB
WILLOUGHBY BLVD
(VARIABLE WIDTH RIGHT-OF-WAY)
(ORB 2270, PG. 399)
(ORB 2465, PG. 1892)
(ORB 2465, PG. 1892)
S65°59'26"W 330.01'
FND. 5/8" IR
E. 0.07'
S23°41'38"E 800.01'
PARCEL 1
COMMITMENT # 807683
NEXME HOLDINGS, LLC
(ORB 2465, PG. 1851)
LESS & EXCEPT PARCEL NO. 145
(ORB 851, PG. 1822)
(ORB 2465, PG. 1851)
(ORB 2465, PG. 1892)
(ORB 2465, PG. 1892)
(ORB 2465, PG. 1892

BOUNDARY, TOPOGRAPHY & TREE SURVEY

FOR: M&M STUART LLC



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.

SYMBOL & ABBREVIATION LEGEND:

⊗	TREE DATA BY EW CONSULTANTS	ⓓ	DRAINAGE MANDHOLE	HDPE	HIGH DENSITY POLYETHYLENE PIPE	PCN	PARCEL CONTROL NUMBER	⊠	SPIGOT		
●	TREE DATA BY EDC INC.	DIP	DUCTILE IRON PIPE	HWF	HOG WIRE FENCE	PK NAIL	PARKER-KALON NAIL	⊹	SPRINKLER VALVE		
ASPH	ASPHALT	E	EAST/EASTING	HYD	HYDRANT	PK/D	PARKER-KALON NAIL & DISK	SLC	ST. LUCIE COUNTY		
BFP	BACK FLOW PREVENTER	EOW	EDGE OF WATER	IN	INCH	PCP	PERMANENT CONTROL POINT	STA	STATION		
⊕	BENCHMARK (BM)	EB ☐	ELECTRIC BOX	INVERT	INVERT	PRM	PERMANENT REFERENCE MONUMENT	Ⓢ	STORMWATER DRAINAGE MANHOLE		
	BIKE RACK	EM ⊠	ELECTRIC METER	IP	IRON PIPE	PB	PLAT BOOK		STREET SIGN		
CATV ☐	CABLE RISER	EMH ⊠	ELECTRICAL PANEL	IP/C	IRON PIPE AND CAP	(P)	PLAT DATA	TELE RISER ☐	TELEPHONE RISER BOX		
(C)	CALCULATED	EL/ELEV	ELEVATION	IRON ROD AND CAP	IRRIGATION CONTROL VALVE	POB	POINT OF BEGINNING	TOE	TOE OF SLOPE		
	CATCH BASIN	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	L	LENGTH	POC	POINT OF COMMENCEMENT	TOB	TOP OF BANK/BERM		
℄	CENTERLINE	F.O.	FIBER OPTIC	LIGHT POST	LIGHT POST	P.C.C	POINT OF COMPOUND CURVE	T.O.N	TOP OF NUT		
CCP	CERTIFIED CORNER RECORD	FOHH	FIBER OPTIC HAND HOLE	MAG NAIL WAS BRAND	MAG NAIL WAS BRAND NAIL	P.C.	POINT OF CURVATURE	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)		
CLF	CHAIN LINK FENCE		FIBER OPTIC MARKER	MH/D	MANHOLE	P.T.	POINT OF TANGENCY				
CHD	CHORD	FOM ☐	FIBER OPTIC RISER	MCR.	MARTIN COUNTY RECORDS	P.C.L.	POINT OF TERMINUS	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)		
CO ○	CLEAN OUT	(M)	FIELD MEASURED	MHWL	MEAN HIGH WATER LINE	PVC	POLYVINYL CHLORIDE	TWNSHP	TOWNSHIP		
COMM RISER ☐	COMMUNICATION RISER	F.F.E.	FINISHED FLOOR ELEVATION	MLWL	MEAN LOWER WATER LINE	PSL	PORT SAINT LUCIE, FLORIDA		TRAFFIC HANDHOLD		
CONC	CONCRETE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	MP	METAL PIPE	#	RADIUS	TSCB	TRAFFIC SIGNAL CONTROL BOX		
	CONCRETE LIGHT POST	FPL	FLORIDA POWER AND LIGHT	MONITORING WELL	MONITORING WELL	RGE	RANGE	TYP	TYPICAL		
CM	CONCRETE MONUMENT	FT	FOOT	MON	MONUMENT	RPM	REAL TIME KINEMATIC	UNK	UNKNOWN		
CPP ☒	CONCRETE POWER POLE (CPP)	FM	FORCE MAIN	NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	RW ▷◁	RECLAIMED WATER VALVE	UHH ☐	UNKNOWN HANDHOLD		
	CONCRETE POWER POLE W/STREET LIGHT	FND	FOUND			RLS	REGISTERED LAND SURVEYOR	RISER ☐	UNKNOWN RISER BOX		
	CONCRETE SIGNAL LIGHT POLE	(F)	FPL MANHOLE	N/D	NON DESCRIPT NAIL AND DISK	ROP	REINFORCED CONCRETE PIPE	U	UNKNOWN TYPE MANHOLE		
CMP	CORRUGATED METAL PIPE	SQ FT.	SQUARE FEET	N.R.	NON RADIAL	R/W	RIGHT-OF-WAY	VCP	VITRIFIED CLAY PIPE		
	CURB INLET	GAS ▷◁	GAS VALVE	NAD83	NORTH AMERICAN VERTICAL DATUM OF 1988	R/C	ROD AND CAP	WM	WATER METER		
(D)	DECIDUOUS LIGHT POST	GIS	GEOGRAPHIC INFORMATION SYSTEMS	N	NORTH OR NORTHING	SAN	SANITARY MANHOLE	WV ▷◁	WATER VALVE (WV)		
(D)	DEED	GND	GROUND	OHW	OVER HEAD WIRES	SEC	SECTION	W	WEST		
D.B.	DEED BOOK		GROUND LIGHT	OR	OFFICIAL RECORDS BOOK		PROPERTY CORNER	WF	WOOD FENCE		
ø	DIAMETER (DIA.)	(H)	HANDICAP	PG	PAGE		POINT-OF-CONTROL		WOOD POLE STREET LIGHT		
						S	SOUTH		WOOD POWER POLE		

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L.B. CERTIFICATE OF AUTHORIZATION 6936

DJD	DRAWN BY
MTD	CHECKED BY
2	FIELD CREW
20-313SV.dwg	FILENAME
TOPOGRAPHIC	TYPE OF SURVEY
LAYOUT	
AS SHOWN	SCALE
February 25, 2021	DATE

12/5/2003	ADDED TREE DATA FROM EW CONSULTANTS, AND TOPO FROM SJ BROWN
12/5/2003	ADDED EDC INFO - ABANDONING OF EXISTING BASELINE/RIGHT LINE PLAT

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST
AND LYING WITHIN THE HANSON GRANT
MARTIN COUNTY, FLORIDA

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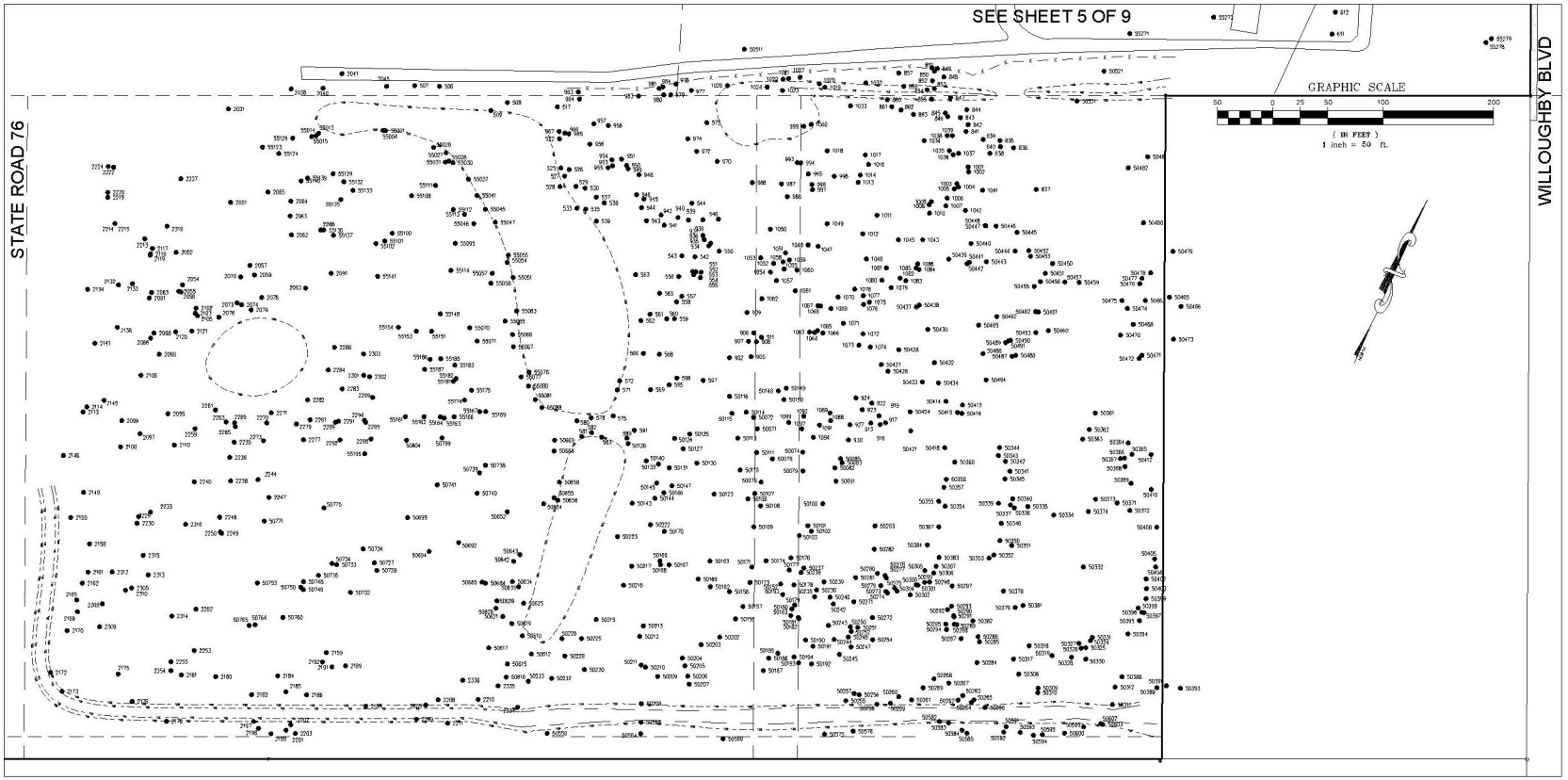
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BOUNDARY, TOPOGRAPHIC & TREE SURVEY

FOR: M&M STUART LLC



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DAD | DRAWN BY
MTO | CHECKED BY
FIELD CREW | 20-313_TREE.dwg | FILENAME
AS SHOWN | SCALE
November 17, 2020 | DATE

05/24/2021 | ADDED REC. INFO. - ABANDONMENT OF RESTRICTED EASTSTUART FARMS PLAT

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST
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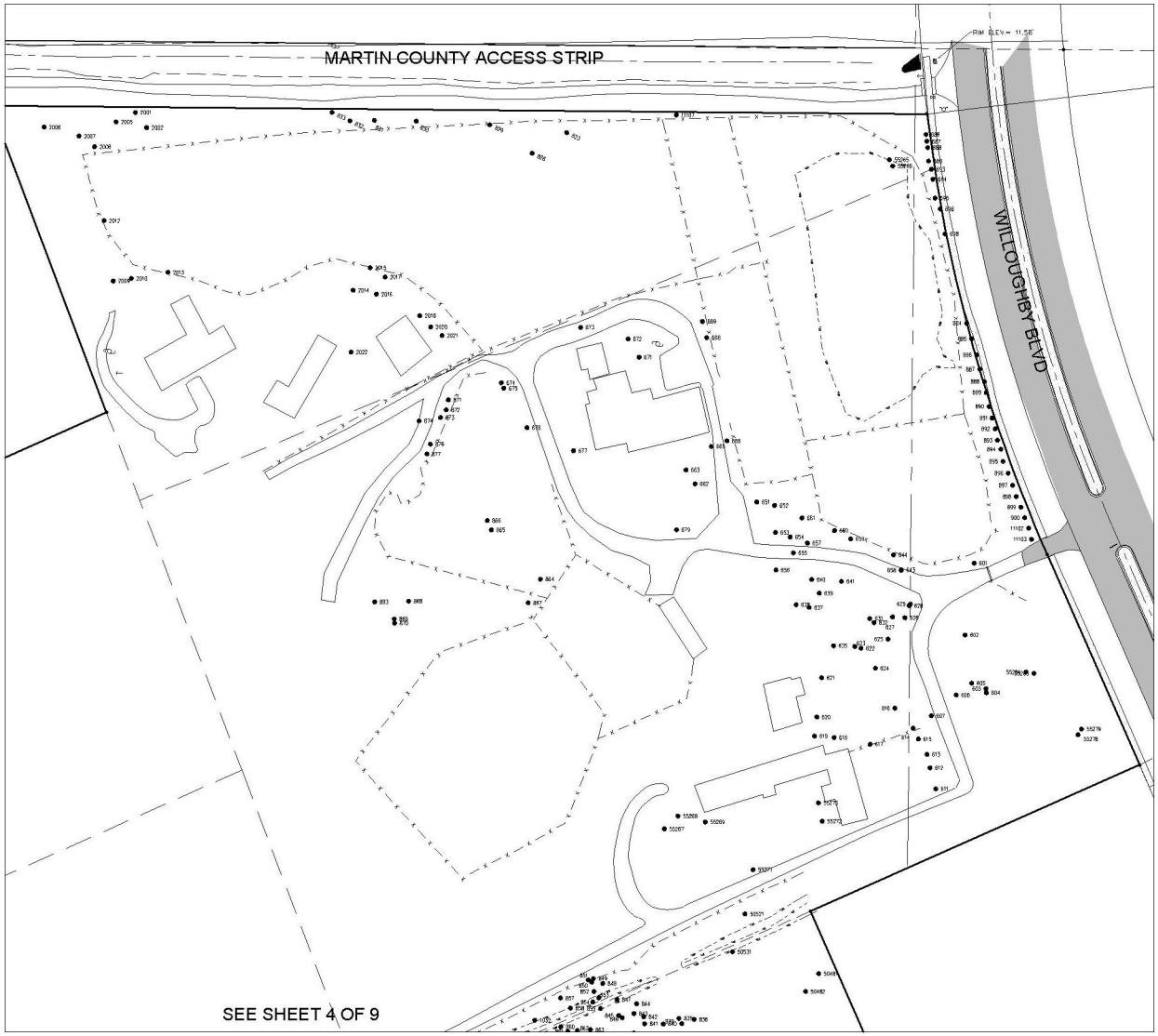
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BOUNDARY, TOPOGRAPHIC & TREE SURVEY

FOR: M&M STUART LLC



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

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DJD | DRAWN BY
MTO | CHECKED BY
FIELD CREW | FIELD BOOK
20-313_TREE.dwg | FILENAME
1" = 50' | SCALE
AS SHOWN | LAYOUT
November 17, 2020 | DATE

DATE	DESCRIPTION	BY
05/24/2021	ADDED REC. INFO. (ABANDONED OF ENDICOTT-DAVIS STUART FARMS PLAT	DJD

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST
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BOUNDARY, TOPOGRAPHIC & TREE SURVEY

FOR: M&M STUART LLC

TAG #	TYPE	DBH
EDC-506	PINE	18
EDC-507	PINE	15
EDC-508	PINE	12
EDC-509	PINE	18
EDC-517	PINE	16
EDC-522	PINE	15
EDC-525	PINE	15
EDC-526	PINE	11
EDC-527	PINE	11
EDC-528	PINE	11
EDC-529	PINE	18
EDC-530	PINE	10
EDC-532	WILLOW	12
EDC-533	PINE	12
EDC-535	PINE	11
EDC-537	PINE	15
EDC-538	PINE	11
EDC-539	PINE	11
EDC-542	PINE	11
EDC-543	PINE	14
EDC-546	PINE	12
EDC-548	PINE	16
EDC-550	PINE	10
EDC-551	BAY LEAF	7
EDC-552	BAY LEAF	9
EDC-553	BAY LEAF	9
EDC-554	BAY LEAF	9
EDC-555	BAY LEAF	9
EDC-559	BAY LEAF	8
EDC-557	BAY LEAF	6
EDC-558	BAY LEAF	8 X2
EDC-559	BAY LEAF	8
EDC-560	PINE	13
EDC-561	BAY LEAF	9
EDC-562	PINE	11
EDC-563	PINE	14
EDC-565	GUMBO	8 X5
EDC-566	PINE	14
EDC-568	PINE	13
EDC-569	PINE	14
EDC-571	PINE	11
EDC-572	BAY LEAF	8
EDC-575	PINE	13
EDC-578	PINE	10
EDC-580	PINE	11
EDC-581	PINE	13
EDC-582	PINE	12
EDC-583	PINE	11
EDC-589	PINE	12
EDC-591	PINE	11
EDC-595	PINE	12
EDC-596	PINE	19
EDC-597	BANYAN	8
EDC-601	PINE	14
EDC-602	PINE	18
EDC-603	PINE	18
EDC-604	PINE	18
EDC-605	OAK	18
EDC-609	PINE	20
EDC-607	PINE	15
EDC-611	OAK	12
EDC-612	OAK	16
EDC-613	OAK	18
EDC-614	OAK	12
EDC-615	OAK	6
EDC-616	PINE	24
EDC-617	OAK	6
EDC-618	OAK	6
EDC-619	OAK	12
EDC-620	OAK	8
EDC-621	OAK	20
EDC-622	PINE	14
EDC-623	PINE	16
EDC-624	PINE	20
EDC-625	PINE	18
EDC-626	PINE	15
EDC-627	PINE	14
EDC-628	PINE	13
EDC-629	PINE	18
EDC-631	PINE	11
EDC-632	PINE	12
EDC-635	PINE	12
EDC-637	PINE	12
EDC-638	PINE	18
EDC-639	PINE	11
EDC-640	PINE	12
EDC-641	PINE	18
EDC-643	PINE	17
EDC-644	PINE	14
EDC-651	OAK	12
EDC-652	OAK	15
EDC-653	OAK	18
EDC-654	PINE	15
EDC-655	PINE	17
EDC-656	PINE	14
EDC-657	OAK	18
EDC-658	PINE	17

TAG #	TYPE	DBH
EDC-659	OAK	21
EDC-660	OAK	21
EDC-661	OAK	15
EDC-662	FLOWERING TREE	15
EDC-663	FLOWERING TREE	18
EDC-665	FLOWERING TREE	8
EDC-666	FLOWERING TREE	36
EDC-668	FLOWERING TREE	8
EDC-669	FLOWERING TREE	8
EDC-671	FLOWERING TREE	16
EDC-672	PINE	14
EDC-673	FLOWERING TREE	36
EDC-674	FLOWERING TREE	16
EDC-675	FLOWERING TREE	20
EDC-676	OAK	28
EDC-677	FLOWERING TREE	28
EDC-679	PINE	11
EDC-686	OAK	16
EDC-687	OAK	8
EDC-688	OAK	12
EDC-689	OAK	12
EDC-690	OAK	16
EDC-691	OAK	16
EDC-692	OAK	18
EDC-693	OAK	18
EDC-694	OAK	18
EDC-695	OAK	18
EDC-696	OAK	12
EDC-697	OAK	18
EDC-698	PINE	18
EDC-699	OAK	18
EDC-700	OAK	18
EDC-701	OAK	18
EDC-702	OAK	18
EDC-703	OAK	18
EDC-704	OAK	18
EDC-705	OAK	18
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EDC-765	OAK	18
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EDC-791	OAK	18
EDC-792	OAK	18
EDC-793	OAK	18
EDC-794	OAK	18
EDC-795	OAK	18
EDC-796	OAK	18
EDC-797	OAK	18
EDC-798	OAK	18
EDC-799	OAK	18
EDC-800	OAK	18
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EDC-805	OAK	18
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EDC-812	OAK	18
EDC-813	OAK	18
EDC-814	OAK	18
EDC-815	OAK	18
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EDC-818	OAK	18
EDC-819	OAK	18
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EDC-836	OAK	18
EDC-837	OAK	18
EDC-838	OAK	18
EDC-839	OAK	18
EDC-840	OAK	18
EDC-841	OAK	18
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EDC-843	OAK	18
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EDC-846	OAK	18
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EDC-849	OAK	18
EDC-850	OAK	18
EDC-851	OAK	18
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EDC-855	OAK	18
EDC-857	OAK	18
EDC-858	OAK	18
EDC-860	OAK	18
EDC-861	OAK	18
EDC-862	OAK	18
EDC-863	OAK	18
EDC-864	OAK	18
EDC-865	OAK	18
EDC-866	OAK	18
EDC-867	OAK	18
EDC-868	OAK	18
EDC-869	OAK	18
EDC-870	OAK	18
EDC-871	FLOWERING TREE	18
EDC-872	FLOWERING TREE	8
EDC-873	FLOWERING TREE	18
EDC-874	FLOWERING TREE	18
EDC-876	FLOWERING TREE	8
EDC-877	FLOWERING TREE	12
EDC-883	PINE	15
EDC-884	OAK	24
EDC-885	OAK	16
EDC-886	OAK	16
EDC-887	OAK	12
EDC-888	OAK	18
EDC-889	OAK	18
EDC-890	OAK	12
EDC-891	OAK	12
EDC-892	OAK	18
EDC-893	OAK	12
EDC-894	OAK	12
EDC-895	OAK	12
EDC-896	OAK	12
EDC-897	OAK	12
EDC-898	OAK	14
EDC-899	OAK	14
EDC-900	OAK	18
EDC-902	PINE	21
EDC-905	PINE	13
EDC-908	PINE	13
EDC-907	PINE	13
EDC-908	PINE	16
EDC-909	PINE	15

TAG #	TYPE	DBH
EDC-911	GUMBO	7
EDC-913	PINE	10
EDC-916	PINE	10
EDC-917	PINE	10
EDC-918	PINE	10
EDC-922	PINE	11
EDC-925	PINE	13
EDC-926	PINE	13
EDC-927	PINE	15
EDC-930	PINE	11
EDC-934	BAY LEAF	12
EDC-935	BAY LEAF	7
EDC-936	BAY LEAF	7
EDC-937	BAY LEAF	7
EDC-938	BAY LEAF	8 X2
EDC-940	BAY LEAF	7 X2
EDC-941	BAY LEAF	8
EDC-942	BAY LEAF	8
EDC-943	BAY LEAF	10
EDC-944	BAY LEAF	6
EDC-945	BAY LEAF	8
EDC-946	BAY LEAF	8
EDC-948	PINE	12
EDC-949	PINE	12
EDC-950	PINE	13
EDC-951	PINE	12
EDC-953	LEAF	8
EDC-954	BAY LEAF	7
EDC-955	BAY LEAF	7
EDC-959	PINE	11
EDC-957	PINE	13
EDC-958	PINE	10
EDC-963	BAY LEAF	11
EDC-964	BAY LEAF	8
EDC-965	BAY LEAF	6
EDC-966	BAY LEAF	7
EDC-967	BAY LEAF	6
EDC-970	OAK	21
EDC-972	PINE	12
EDC-974	PINE	13
EDC-975	BAY LEAF	10
EDC-977	BAY LEAF	7 X2
EDC-978	BAY LEAF	10
EDC-979	BAY LEAF	21
EDC-980	BAY LEAF	14
EDC-981	PINE	11
EDC-983	BAY LEAF	7
EDC-984	GUMBO	8 X3
EDC-986	PINE	11
EDC-987	GUMBO	9
EDC-988	PINE	17
EDC-993	OAK	6
EDC-994	OAK	6
EDC-995	OAK	6
EDC-996	OAK	6
EDC-997	OAK	6
EDC-998	PINE	12
EDC-999	BAY LEAF	12
EDC-1000	BAY LEAF	15
EDC-1001	SLASH PINE	7
EDC-1002	SLASH PINE	9
EDC-1003	SLASH PINE	7
EDC-1004	SLASH PINE	7
EDC-1005	SLASH PINE	6
EDC-1006	PINE	12
EDC-1007	SLASH PINE	7
EDC-1008	SLASH PINE	5
EDC-1009	SLASH PINE	6
EDC-1010	PINE	11
EDC-1011	SLASH PINE	12
EDC-1012	SLASH PINE	13
EDC-1013	SLASH PINE	11
EDC-1014	SLASH PINE	5
EDC-1015	SLASH PINE	11
EDC-1016	SLASH PINE	11
EDC-1017	PINE	16
EDC-1018	PINE	18
EDC-1019	PINE	13
EDC-1020	PINE	11
EDC-1021	PINE	13
EDC-1022	BAY LEAF	7
EDC-1023	BAY LEAF	8
EDC-1024	BAY LEAF	20
EDC-1026	GUMBO	7
EDC-1027	GUMBO	6
EDC-1052	OAK	10
EDC-1053	PINE	18
EDC-1054	SLASH PINE	6
EDC-1055	SLASH PINE	6
EDC-1056	SLASH PINE	6
EDC-1057	SLASH PINE	6
EDC-1058	SLASH PINE	5
EDC-1059	SLASH PINE	6
EDC-1060	PINE	11
EDC-1061	SLASH PINE	6
EDC-1062	SLASH PINE	11
EDC-1063	SLASH PINE	6
EDC-1064	SLASH PINE	6

TAG #	TYPE	DBH
EDC-1065	SLASHPINE	9
EDC-1068	PINE	13
EDC-1069	PINE	14
EDC-1070	PINE	14
EDC-1071	PINE	13
EDC-1072	PINE	11
EDC-1073	PINE	11
EDC-1074	PINE	12
EDC-1075	SLASHPINE	11
EDC-1076	SLASHPINE	9
EDC-1077	PINE	11
EDC-1078	SLASHPINE	6
EDC-1079	SLASHPINE	9
EDC-1080	SLASHPINE	6
EDC-1081	SLASHPINE	5
EDC-1082	SLASHPINE	5
EDC-1083	SLASHPINE	6
EDC-1084	SLASHPINE	5
EDC-1085	SLASHPINE	5
EDC-1086	SLASHPINE	8
EDC-1088	BAY LEAF	6
EDC-1089	GUMBO	6X5
EDC-1091	PINE	10
EDC-1092	PINE	14
EDC-1094	PINE	12
EDC-1097	PINE	11
EDC-1099	PINE	12
EDC-2001	OAK	14
EDC-2002	OAK	18
EDC-2005	OAK	8
EDC-2006	PINE	16
EDC-2007	OAK	18
EDC-2008	OAK	12
EDC-2009	OAK	24
EDC-2010	OAK	18
EDC-2011	PINE	18
EDC-2012	OAK	24
EDC-2013	OAK	12
EDC-2014	PINE	17
EDC-2015	OAK	12
EDC-2016	BANYAN	14
EDC-2017	OAK	8
EDC-2018	OAK	18
EDC-2020	OAK	24
EDC-2021	OAK	24
EDC-2022	BANYAN	38
EDC-2035	PINE	18
EDC-2038	PINE	24
EDC-2040	PINE	15
EDC-2041	PINE	20
EDC-2042	PINE	20
EDC-2051	PINE	14
EDC-2052	PINE	14
EDC-2054	PINE	16
EDC-2055	PINE	18
EDC-2056	PINE	18
EDC-2057	PINE	18
EDC-2059	PINE	20
EDC-2062	PINE	18
EDC-2063	PINE	10
EDC-2064	PINE	20
EDC-2065	PINE	18
EDC-2070	PINE	20
EDC-2073	PINE	12
EDC-2074	PINE	20
EDC-2076	PINE	24
EDC-2078	PINE	14
EDC-2079	PINE	14
EDC-2081	PINE	18
EDC-2083	PINE	12
EDC-2086	PINE	12
EDC-2088	PINE	12
EDC-2090	PINE	18
EDC-2091	PINE	18
EDC-2093	PINE	15
EDC-2095	PINE	15
EDC-2097	PINE	10
EDC-2098	PINE	14

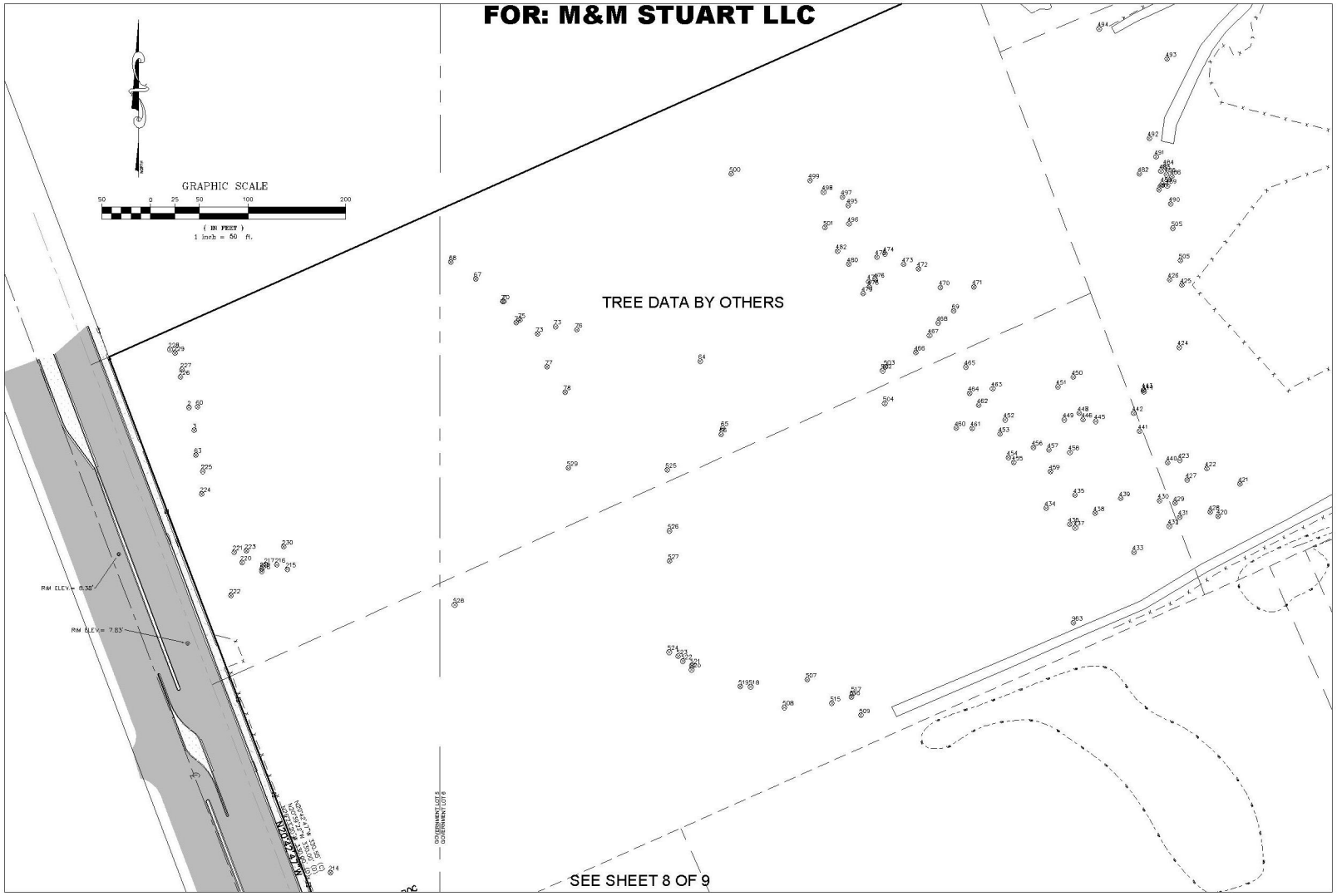
TAG #	TYPE	DBH
EDC-2100	PINE	18
EDC-2102	PINE	12
EDC-2103	PINE	14
EDC-2105	PINE	12
EDC-2106	PINE	12
EDC-2110	PINE	12
EDC-2113	PINE	12
EDC-2114	PINE	12
EDC-2117	PINE	20
EDC-2118	PINE	12
EDC-2119	PINE	12
EDC-2120	PINE	12
EDC-2121	PINE	20
EDC-2132	PINE	12
EDC-2133	PINE	12
EDC-2134	PINE	18
EDC-2138	PINE	18
EDC-2141	PINE	20
EDC-2145	PINE	15
EDC-2149	PINE	15
EDC-2169	PINE	15
EDC-2155	PINE	18
EDC-2158	PINE	13
EDC-2159	PINE	13
EDC-2161	PINE	14
EDC-2169	PINE	14
EDC-2170	PINE	24
EDC-2172	PINE	18
EDC-2173	PINE	20
EDC-2175	PINE	20
EDC-2176	PINE	20
EDC-2178	PINE	20
EDC-2180	PINE	15
EDC-2181	PINE	30
EDC-2182	PINE	18
EDC-2184	PINE	18
EDC-2185	PINE	12
EDC-2188	PINE	18
EDC-2187	PINE	28
EDC-2189	PINE	10
EDC-2191	PINE	18
EDC-2192	PINE	18
EDC-2197	PINE	20
EDC-2198	PINE	30
EDC-2199	PINE	20
EDC-2201	PINE	15
EDC-2202	PINE	20
EDC-2203	PINE	14
EDC-2208	PINE	18
EDC-2209	PINE	20
EDC-2210	PINE	24
EDC-2211	PINE	18
EDC-2213	PINE	30
EDC-2214	PINE	12
EDC-2215	PINE	14
EDC-2219	PINE	12
EDC-2220	PINE	18
EDC-2222	PINE	18
EDC-2224	PINE	18
EDC-2227	PINE	12
EDC-2229	PINE	14
EDC-2230	PINE	18
EDC-2233	PINE	18
EDC-2235	PINE	12
EDC-2236	PINE	12
EDC-2240	PINE	18
EDC-2244	PINE	18
EDC-2247	PINE	12
EDC-2248	PINE	10
EDC-2249	PINE	12
EDC-2250	PINE	12
EDC-2252	PINE	20
EDC-2257	PINE	18
EDC-2264	OAK	12
EDC-2255	PINE	18
EDC-2259	PINE	12
EDC-2261	PINE	12
EDC-2263	PINE	10
EDC-2265	PINE	10
EDC-2269	PINE	14
EDC-2270	PINE	18
EDC-2271	PINE	12
EDC-2273	PINE	15
EDC-2277	PINE	10
EDC-2279	PINE	14
EDC-2281	PINE	10
EDC-2282	PINE	12
EDC-2283	PINE	14
EDC-2284	PINE	20
EDC-2289	PINE	14
EDC-2288	PINE	18
EDC-2286	PINE	12
EDC-2291	PINE	14

TAG #	TYPE	DBH
EDC-2292	PINE	10
EDC-2294	PINE	10
EDC-2295	PINE	12
EDC-2299	PINE	35
EDC-2296	PINE	18
EDC-2301	PINE	35
EDC-2302	PINE	12
EDC-2303	PINE	35
EDC-2306	PINE	35
EDC-2308	PINE	12
EDC-2309	PINE	12
EDC-2310	PINE	18
EDC-2312	PINE	12
EDC-2313	PINE	35
EDC-2314	PINE	10
EDC-2315	PINE	19
EDC-2318	PINE	18
EDC-2319	PINE	12
EDC-2334	PINE	30
EDC-2335	PINE	30
EDC-2338	OAK	12
EDC-2339	OAK	12
EDC-11102	OAK	12
EDC-11103	OAK	30
EDC-11107	PINE	20
EDC-50071	PINE	12
EDC-50072	PINE	10
EDC-50074	PINE	11
EDC-50075	PINE	31
EDC-50079	OAK	9
EDC-50079	PINE	12
EDC-50082	PINE	12
EDC-50084	PINE	11
EDC-50085	BAY LEAF	11
EDC-50086	PINE	10
EDC-50087	PINE	12
EDC-50088	PINE	18
EDC-50089	PINE	14
EDC-50090	PINE	18
EDC-50091	PINE	18
EDC-50092	PINE	11
EDC-50093	PINE	11
EDC-50094	PINE	12
EDC-50095	PINE	11
EDC-50096	PINE	14
EDC-50097	PINE	11
EDC-50098	PINE	12
EDC-50099	PINE	11
EDC-50100	PINE	12
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EDC-50102	PINE	10
EDC-50103	PINE	12
EDC-50104	PINE	11
EDC-50107	PINE	11
EDC-50108	PINE	13
EDC-50109	PINE	18
EDC-50110	PINE	18
EDC-50111	BAY LEAF	16
EDC-50113	BAY LEAF	7 X2
EDC-50114	PINE	11
EDC-50115	PINE	11
EDC-50116	PINE	14
EDC-50123	PINE	14
EDC-50125	PINE	35
EDC-50126	PINE	37
EDC-50127	PINE	14
EDC-50130	PINE	13
EDC-50131	PINE	11
EDC-50133	BANYAN	12
EDC-50139	PINE	11
EDC-50140	PINE	13
EDC-50143	PINE	10
EDC-50144	PINE	18
EDC-50145	BANYAN	8
EDC-50146	BANYAN	10
EDC-50147	PINE	15
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EDC-50149	PINE	13
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EDC-50153	PINE	11
EDC-50154	PINE	11
EDC-50155	PINE	12
EDC-50156	PINE	11
EDC-50157	PINE	12
EDC-50158	PINE	11
EDC-50159	PINE	11
EDC-50160	PINE	12
EDC-50161	PINE	11
EDC-50162	PINE	11
EDC-50163	PINE	11
EDC-50164	PINE	11
EDC-50165	PINE	11
EDC-50166	PINE	11
EDC-50167	PINE	11
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EDC-50197	PINE	11
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EDC-50200	PINE	11
EDC-50201	PINE	11
EDC-50202	PINE	11
EDC-50203	PINE	11
EDC-50204	BANYAN	9
EDC-50205	PINE	15
EDC-50206	PINE	10
EDC-50207	PINE	12
EDC-50208	PINE	15
EDC-50209	PINE	16
EDC-50210	PINE	12
EDC-50211	BANYAN	13
EDC-50212	BANYAN	22
EDC-50213	BANYAN	26
EDC-50215	BAY LEAF	9
EDC-50216	PINE	15
EDC-50217	PINE	18
EDC-50222	PINE	11
EDC-50223	PINE	18
EDC-50225	PINE	15
EDC-50226	PINE	15
EDC-50228	PINE	16
EDC-50230	PINE	16
EDC-50252	PINE	18
EDC-50253	PINE	16
EDC-50255	PINE	10
EDC-50256	PINE	11
EDC-50257	PINE	11
EDC-50258	PINE	13
EDC-50259	PINE	11
EDC-50260	PINE	19
EDC-50262	PINE	10
EDC-50263	PINE	11
EDC-50264	PINE	14
EDC-50265	PINE	11
EDC-50267	PINE	12
EDC-50268	PINE	12
EDC-50270	PINE	12
EDC-50271	PINE	13
EDC-50272	PINE	14
EDC-50273	PINE	14
EDC-50274	PINE	13
EDC-50278	PINE	12
EDC-50279	PINE	13
EDC-50280	PINE	12
EDC-50281	PINE	12
EDC-50282	PINE	12
EDC-50283	PINE	12
EDC-50284	PINE	11
EDC-50287	PINE	11
EDC-50288	PINE	23
EDC-50289	PINE	13
EDC-50292	PINE	13
EDC-50293	PINE	17
EDC-50294	PINE	12
EDC-50295	OAK	9
EDC-50296	PINE	13
EDC-50297	PINE	12
EDC-50298	PINE	12
EDC-50299	PINE	10
EDC-50301	PINE	15
EDC-50302	PINE	10
EDC-50303	PINE	12
EDC-50304	PINE	11
EDC-50305	PINE	11
EDC-50306	PINE	14
EDC-50307	PINE	14
EDC-50308	PINE	14
EDC-50309	PINE	12
EDC-50310	PINE	18
EDC-50311	PINE	12
EDC-50312	PINE	12
EDC-50313	PINE	10
EDC-50314	PINE	12
EDC-50315	PINE	12
EDC-50316	PINE	12
EDC-50317	PINE	12
EDC-50318	PINE	13
EDC-50319	PINE	6
EDC-50320	PINE	10
EDC-50321	PINE	12
EDC-50322	PINE	12
EDC-50323	PINE	16
EDC-50324	PINE	14
EDC-50325	OAK	8

TAG #	TYPE	DBH
EDC-50329	OAK	8
EDC-50327	OAK	8
EDC-50328	OAK	12
EDC-50330	OAK	6
EDC-50331	OAK	7
EDC-50332	PINE	16
EDC-50334	PINE	14
EDC-50335	PINE	12
EDC-50336	OAK	7
EDC-50337	PINE	11
EDC-50339	PINE	14
EDC-50340	OAK	8
EDC-50341	PINE	14
EDC-50342	PINE	17
EDC-50343	PINE	10
EDC-50344	PINE	15
EDC-50345	PINE	13
EDC-50346	PINE	14
EDC-50350	PINE	14
EDC-50351	PINE	14
EDC-50352	PINE	12
EDC-50353	PINE	14
EDC-50354	PINE	10
EDC-50356	PINE	11
EDC-50357	PINE	11
EDC-50358	PINE	12
EDC-50359	PINE	11
EDC-50360	PINE	14
EDC-50361	PINE	10
EDC-50362	PINE	12
EDC-50363	PINE	10
EDC-50364	PINE	14
EDC-50365	PINE	11
EDC-50367	PINE	12
EDC-50368	PINE	12
EDC-50369	PINE	11
EDC-50370	PINE	10
EDC-50371	PINE	13
EDC-50372	PINE	14
EDC-50373	PINE	14
EDC-50374	PINE	13
EDC-50378	PINE	12
EDC-50379	PINE	18
EDC-50381	PINE	15
EDC-50382	PINE	12
EDC-50383	PINE	12
EDC-50384	PINE	11
EDC-50387	PINE	11
EDC-50388	PINE	23
EDC-50389	PINE	13
EDC-50392	PINE	13
EDC-50397	PINE	17
EDC-50398	PINE	14
EDC-50399	PINE	10
EDC-50400	PINE	11
EDC-50402	PINE	15
EDC-50404	PINE	11
EDC-50405	PINE	10
EDC-50408	PINE	11
EDC-50410	PINE	10
EDC-50412	PINE	16
EDC-50413	PINE	12
EDC-50414	P

BOUNDARY, TOPOGRAPHIC & TREE SURVEY

FOR: M&M STUART LLC



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L.B. CERTIFICATE OF AUTHORIZATION 6936

DWG DRAWN BY: MTO
CHECKED BY: JLT
FIELD CREW: 20-313 TREE.dwg
FILENAME: TREE
PROJECT LAYOUT: AS SHOWN
SCALE: 1" = 50'
November 17, 2020

DATE/DWG	DESCRIPTION
12/4/2020	ADDED REC. INFO. (ABANDONED OF ENCROACHMENT) PER NEW SURVEY

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST
AND LYING WITHIN THE HANSON GRANT
MARTIN COUNTY, FLORIDA

10250 VILLAGE PARKWAY
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20-313

7 OF 9

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FOR: M&M STUART LLC



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DJD | DRAWN BY
MTO | CHECKED BY
FIELD CREW | FIELD BOOK
20-313 TREE.dwg | FILENAME
1 OF 1 | SHEET
AS SHOWN | SCALE
November 17, 2020 | DATE

DATE	REVISION
12/4/2020	ADDED REC. INFO. (BEARINGS/DIST OF ENCKED EAST STUART FARMS PLAT

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
M&M STUART LLC, A FLORIDA LIMITED LIABILITY COMPANY
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Z:\EDC 2020\20-313 - Parker Road - Fitness Warehouse\SURVEY\dwg\20-313_TREE.dwg 12/3/2020 11:09 AM
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BOUNDARY, TOPOGRAPHIC & TREE SURVEY

FOR: M&M STUART LLC

TREE DATA BY OTHERS

TAG#	TYPE	DBH
EW-2	Slash Pine	13
EW-3	Slash Pine	15
EW-60	Slash Pine	13
EW-63	Slash Pine	11
EW-64	Slash Pine	14
EW-65	Slash Pine	17
EW-66	Slash Pine	14
EW-67	Slash Pine	14
EW-68	Slash Pine	10
EW-69	Slash Pine	12
EW-70	Laurel Oak	16
EW-71	Slash Pine	13
EW-72	Slash Pine	15
EW-73	Live Oak	13
EW-73	Slash Pine	14
EW-75	Slash Pine	16
EW-76	Slash Pine	22
EW-77	Slash Pine	11
EW-78	Slash Pine	16
EW-214	Slash Pine	22
EW-215	Slash Pine	10
EW-216	Slash Pine	12
EW-217	Slash Pine	13
EW-218	Slash Pine	12
EW-219	Slash Pine	13
EW-220	Slash Pine	10
EW-221	Slash Pine	15
EW-222	Slash Pine	14
EW-223	Slash Pine	13
EW-224	Slash Pine	10.5
EW-225	Slash Pine	12
EW-226	Slash Pine	14
EW-227	Red Bay	6

TAG#	TYPE	DBH
EW-228	Strangler Fig	10.5
EW-229	Slash Pine	11
EW-230	Slash Pine	12
EW-303	Slash Pine	14
EW-337	Slash Pine	13
EW-338	Slash Pine	12
EW-339	Slash Pine	13
EW-340	Slash Pine	12
EW-348	Slash Pine	14
EW-354	Slash Pine	16.5
EW-361	Slash Pine	10
EW-362	Slash Pine	13
EW-363	Slash Pine	18
EW-364	Slash Pine	20
EW-365	Slash Pine	10
EW-366	Slash Pine	21
EW-367	Slash Pine	13
EW-368	Slash Pine	12
EW-369	Slash Pine	12
EW-370	Slash Pine	13
EW-371	Slash Pine	10
EW-372	Slash Pine	14
EW-373	Slash Pine	15
EW-374	Slash Pine	10
EW-375	Slash Pine	12
EW-376	Slash Pine	10
EW-377	Slash Pine	12
EW-378	Slash Pine	10
EW-379	Slash Pine	10
EW-380	Slash Pine	14
EW-381	Slash Pine	12
EW-382	Slash Pine	10

TAG#	TYPE	DBH
EW-383	Slash Pine	10
EW-384	Slash Pine	11
EW-385	Slash Pine	14
EW-386	Slash Pine	11
EW-387	Slash Pine	11
EW-388	Slash Pine	14
EW-389	Slash Pine	17
EW-390	Slash Pine	10
EW-391	Slash Pine	11
EW-392	Magnolia	6
EW-393	Slash Pine	17
EW-394	Slash Pine	12
EW-395	Slash Pine	13
EW-396	Slash Pine	10
EW-397	Slash Pine	11
EW-398	Slash Pine	11
EW-399	Slash Pine	12
EW-400	Slash Pine	18
EW-401	Slash Pine	10
EW-402	Slash Pine	11
EW-403	Slash Pine	12
EW-404	Slash Pine	11
EW-405	Slash Pine	12
EW-406	Slash Pine	10
EW-420	Slash Pine	24
EW-421	Slash Pine	18
EW-422	Slash Pine	16
EW-423	Slash Pine	18
EW-424	Slash Pine	17
EW-425	Slash Pine	16
EW-426	Slash Pine	12
EW-427	Slash Pine	16

TAG#	TYPE	DBH
EW-428	Slash Pine	13
EW-429	Slash Pine	13
EW-430	Slash Pine	13
EW-431	Slash Pine	13
EW-432	Slash Pine	13
EW-433	Slash Pine	11
EW-434	Slash Pine	18
EW-435	Slash Pine	17
EW-436	Slash Pine	12
EW-437	Slash Pine	12
EW-438	Slash Pine	19
EW-439	Slash Pine	16
EW-440	Slash Pine	16
EW-441	Slash Pine	13
EW-442	Slash Pine	20.5
EW-443	Slash Pine	10
EW-444	Slash Pine	13
EW-445	Slash Pine	14
EW-446	Slash Pine	16
EW-447	Slash Pine	13
EW-448	Slash Pine	10
EW-449	Slash Pine	12
EW-450	Slash Pine	14.5
EW-451	Slash Pine	12
EW-452	Slash Pine	11
EW-453	Slash Pine	13
EW-454	Slash Pine	11
EW-455	Slash Pine	11
EW-456	Slash Pine	13
EW-457	Slash Pine	13
EW-458	Slash Pine	10.5
EW-459	Slash Pine	15

TAG#	TYPE	DBH
EW-460	Slash Pine	10
EW-461	Slash Pine	10
EW-462	Slash Pine	10
EW-463	Slash Pine	11
EW-464	Slash Pine	10
EW-465	Slash Pine	13
EW-466	Slash Pine	14
EW-467	Slash Pine	13
EW-468	Slash Pine	11
EW-470	Slash Pine	10
EW-471	Slash Pine	11
EW-472	Slash Pine	10
EW-473	Slash Pine	12
EW-474	Slash Pine	10
EW-475	Slash Pine	11
EW-476	Slash Pine	11
EW-477	Slash Pine	13
EW-478	Slash Pine	15
EW-479	Slash Pine	14
EW-480	Slash Pine	12
EW-482	Live Oak	7.5
EW-482	Slash Pine	12
EW-483	Live Oak	10
EW-484	Live Oak	12
EW-485	Live Oak	13
EW-486	Live Oak	11
EW-487	Live Oak	8
EW-488	Live Oak	12
EW-489	Slash Pine	16
EW-490	Live Oak	9
EW-491	Slash Pine	15
EW-492	Slash Pine	15
EW-493	Slash Pine	18
EW-494	Slash Pine	17

TAG#	TYPE	DBH
EW-495	Slash Pine	10
EW-496	Slash Pine	12
EW-497	Slash Pine	10
EW-498	Slash Pine	10
EW-499	Slash Pine	18
EW-500	Slash Pine	17.5
EW-501	Slash Pine	15
EW-502	Slash Pine	11
EW-503	Slash Pine	12
EW-504	Slash Pine	16
EW-505	Live Oak	9
EW-506	Slash Pine	13
EW-507	Slash Pine	15
EW-508	Slash Pine	13
EW-509	Slash Pine	29
EW-515	Slash Pine	11
EW-516	Slash Pine	12
EW-517	Slash Pine	11
EW-518	Slash Pine	11
EW-519	Slash Pine	12
EW-520	Slash Pine	12
EW-521	Slash Pine	16
EW-522	Slash Pine	12
EW-523	Strangler Fig	7
EW-524	Slash Pine	15
EW-525	Slash Pine	15
EW-526	Slash Pine	11
EW-527	Slash Pine	10
EW-528	Slash Pine	11
EW-529	Slash Pine	13
EW-891	Sand Pine	5
EW-963	Slash Pine	16

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DWG DRAWN BY: MTO
CHECKED BY: J.C.
FIELD ORDER: 20-313 TREE.dwg
SURVEY DATE: 7/18/2019
LAYOUT: AS SHOWN
SCALE: 1" = 30'
November 17, 2020

DATE/NO.	REVISION
12/4/2020	ADDED REC. INFO. (ABANDONED OF ENCROACHMENT AGREEMENT) & REVISED CHECKED BY

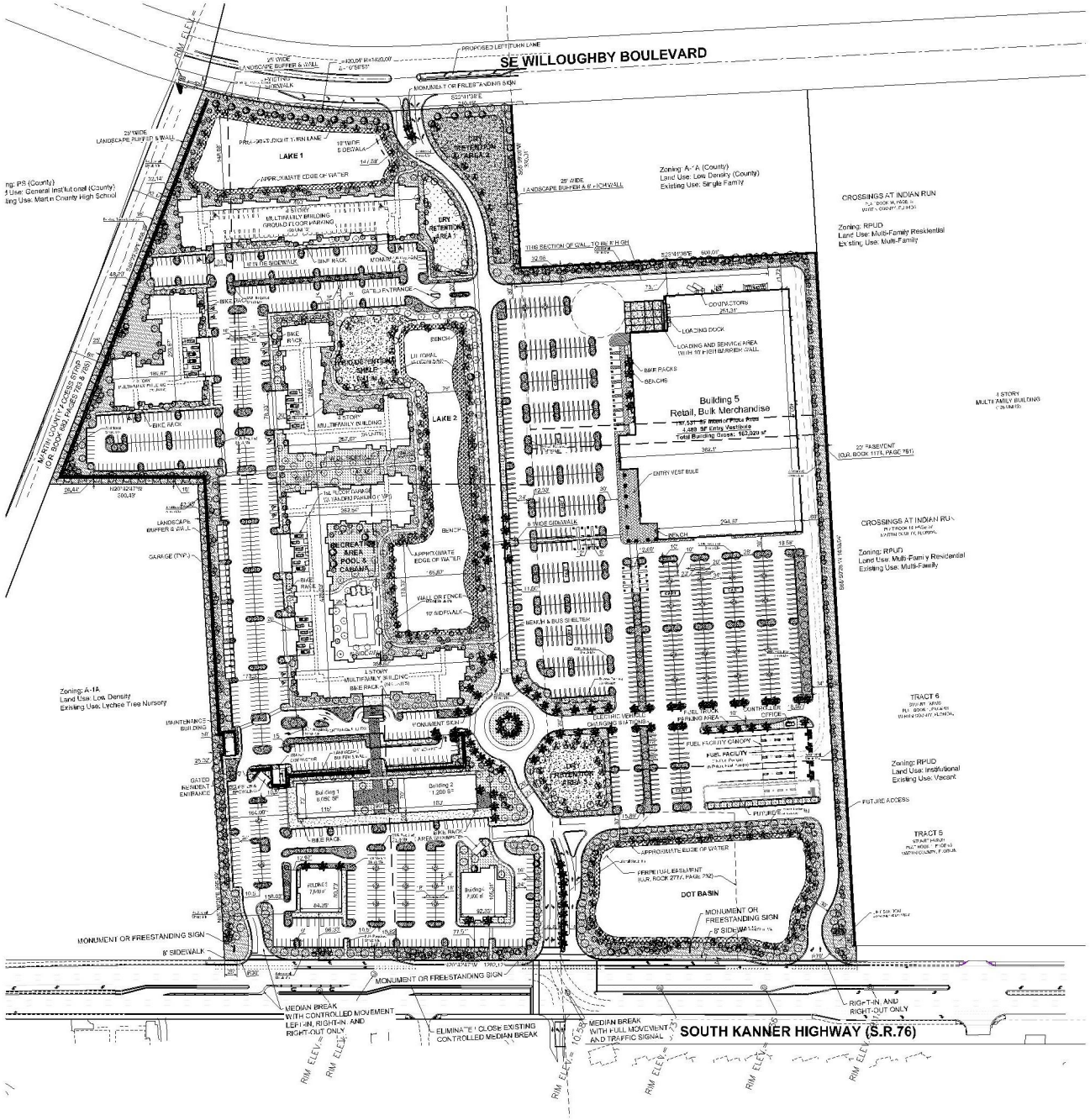
BOUNDARY, TOPOGRAPHIC & TREE SURVEY
FOR:
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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECORD INFORMATION
SEC. 16, TWNSHP. 38 SOUTH, RGE. 42 EAST
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Landscape Data:

Total Site Area:	2,133,987 sf.(48.99 Ac.)
Zoning:	CPUD
Future Land Use Designation:	CPUD
Building Coverage:	370,876 sf.

Site Area Landscape:

Site Development Area:	2,133,987 sf.
Required Site Area Trees:	1,024 trees
Commercial:	
1 tree per 2,500 sf @ 1,193,865 sf.	597 trees
Residential	
1 tree per 1,500 sf @ 610,332 sf.	427 trees
Provided Site Area Trees:	1,603 trees

Perimeter Landscape:

Perimeter Landscape Length:	5,438 lf.
Required Perimeter Trees: (1 tree per 30 lf. (65% shade))	181 trees
Providec Perimeter Trees:	329 Trees
Required Perimetor Shrubs: (1 shrub per 2.5 lf. @ 5,438 lf.)	2,175 Shrubs
Providec Perimeter Shrubs:	2,200 Shrubs

Interior Vehicular Use Landscape:

Required Interior Trees:	Trees (256 Terminal Trees)
Providec Interior Trees:	Trees (256 Terminal Trees)

Multi-Family Foundation Landscape

Required Foundation Trees: (1 tree per 200 @ 13,351 sf.)	68 trees
Providec Foundation Trees:	108 trees

Native Tree Requirement

Total Trees Required:	1,085 Trees
Total Native Trees Required: (75%):	816 Trees
Total Native Trees Provided:	1,516 Trees (100%)

Native Shrubs

Total Shrubs Provided:	Shrubs (75%)

Excess Parking Landscape Requirements

Parking Required:	1,651 spaces
Parking Provided:	1,725 spaces
Excess Parking	74 spaces
Additional Landscape Required:	7,400 sf

Landscape Notes:

1. Contractor must take required bathrooms and landscaped areas by vehicles, boats, mobile homes or shelters at all times. Barrier free, isolated landscaped areas shall not be used for the storage or sale of materials or products or the parking of vehicles and equipment.
2. Per, said landscaping shall be maintained so as to at all times, present a healthy, neat and orderly appearance, free of refuse and debris. If required materials or requirements be diseased dead, or shall be replaced with equivalent specimens, all trees to be planted as limited and other subsequently are shall be replaced by the regulate number utilizing trees according to the standards established in this City of Stuart Land Development Code.
3. All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include proper pruning, watering, fertilizing, mowing, mulching, and other activities needed all in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reasonable harm of the natural and cultivated vegetation and prevention of erosion.
4. Any landscape maintenance shall be provided for repair or replacement, when necessary, of any screening or buffering required by this Article. For the purposes, irregular landscape maintenance shall be provided for the repair or replacement of removed or dead trees or shrubs which, in the opinion of the City Forester, are not in accordance with the plan.
5. All installed plant species for any development, redevelopment, or improvement shall be reviewed and approved by the City of Stuart Growth Management Department prior to installation.
6. All prohibited exotic species must be removed and all native landscape areas restored and be inspected and approved by City of St. art prior to the issuance of a Certificate of Occupancy.
7. No Cypress Mulch or Red Mulch is to be used on a lic. Exception or Division or if, this is to be cleared by a St consistent layer of all planting beds.
8. Enhanced landscaping beyond the minimum requirements all conform to all applicable sections of the City of St. art Landscape Code. As-built drawings will be submitted to City of Stuart Growth Management with Certification of Landscaping Installed and Maintenance.
9. This plan has been designed to meet the tree planting requirements as outlined in the FPL document entitled "Right Tree, Right Place, Right Place".
10. No existing or proposed utilities, vehicle shall be planted above the all, at mature height conflicts with overhead electrical lines.
11. Large trees (height at maturity of more than 35') shall be planted no closer than a horizontal distance of 30 from the nearest overhead power line.
12. Medium tree (height at maturity, between 25' and 35') shall be offset at least 20' and small trees (height at maturity of less than 25') require no offset.
13. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or underground utilities/lines.
14. Palms should be planted in a clumps equal to or greater than the average trunk caliper and 50 feet from power lines.
15. Tree species shall be selected so as to not interfere with existing or proposed utilities.

Irrigation Notes:

1. Adequate irrigation of landscaped areas shall be provided for the first full growing season and continue thereafter only as necessary to maintain required landscape in good and healthy condition.
2. Irrigation systems shall conform to the following standards: Irrigation systems shall be constructed maintained in working order and shall be designed not to overlap water zones, or to water impervious areas.
3. No irrigation system shall be installed or maintained abutting any public street within easement water from the system to be empty onto the roadway or interfere passing vehicular traffic.

Index of Drawings:

Overall Plan	CV-1
Plant Schedules, Sections & Mitigation	LA-1
Landscape Plan	LA-2
Landscape Plan	LA-3
Landscape Plan	LA-4
Landscape Details	LA-5
Landscape Specifications	LA-6

Required Xeriscape Points

Atleast 51% of the grass areas are made up of drought-tolerant grass species	10 points
Atleas 51% of the required shrubs are made up of drought-tolerant species	10 points
Atleast 51% of the required trees are made up of drought-tolerant species	10 points
Utilization of moisture sensing controller other than a rainsensor override device	5 points
Plan submitted with low, moderate and high water usage zones indicated on the landscape plan*	5 points
Utilization of composted mulch with a 3" min. depth in all planted areas except grass and annuals	10 points
	50 total points

*Refer to Irrigation Notes for water usage zones.

lucido & associates

701 E. Ocean Blvd. Stuart, FL 34994 (772) 220-2100 Fax (772) 220-2102

Key / Location:



Project Team:

Applicant:
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1298 Stelton Rd
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703-935-2778

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610-264-9140

Surveyor:
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619 E. 5th St
Stuart, FL 34994
772-288-7179

Landscape Architect/Land Planner:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

KANNER CPUD

Landscape Plan

Landscape Plans

Cover Sheet

City of Stuart, Florida

Date	By	Description
12.17.20	SAW	Initial Submittal
03.19.21	SAW	2nd ReSubmittal
04.22.21	SAW	3rd ReSubmittal
05.13.21	SAW	Addressing Landscape Comments

NORTH

SCALE: 1" = 100'

0 50' 100' 200'

RCG, # 1016
Thomas P. Lucido

Designer	SAW
Manager	DF
Project Number	20-620
Municipal Number	—
Computer File	

Sheet **CV-1**

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PLANT SCHEDULE CONTINUED

PALMS REQUIRED & MITIGATION	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	SP	486	Sabal palmetto	Sabal Palm	FG	18' clr24' ct		HVY CAL, SP	Native	

PRESERVED TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	PTR	77	Existing Tree to Remain	Southern Live Oak	-					

TREES REQUIRED & MITIGATION	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	ILE	97	Ilex x attenuata 'Eagleson'	Eagleston Holly	FG	16'-18' HT	6' SPR	F, SP, heigh and width may vary; 4.5" Caliper must be met		5" Caliper
	LMD	43	Magnolia grandiflora 'DJ1, Riverbend' TM	Southern Magnolia	FG	14'-16' HT	8' SPR	FTR, SP	Native	4.5" Caliper
	PE	133	Pinus elliottii	Slash Pine	FG	16' HT	6'W			6" Caliper
	Qv	341	Quercus virginiana	Southern Live Oak	FG	16' HT	7' SPR	F, SP	Native	4.5" Caliper
	RC	92	Roystonea regia	Florida/Cuban Royall Palm	FG	18 CT		F, SP, No Scars	Native	

TREES- ADDITIONAL FOR MITIGATION	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	55	Acer rubrum	Red Maple	FG	16' HT	7' SPR	F, SP	Native	4.5" Caliper
	BUR	115	Bursera simaruba	Gumbo Limbo	FG	14'-16' HT	8'W		Native	5" Caliper
	CCC	61	Coccoloba uvifera	Sea Grape	FG	14-16' OA HT	8'W		Native	4.5" Caliper
	CCG	210	Conocarpus erectus	Buttonwood	FG	14" HT	5' SPR	STD, F, SP	Native	4.5" Caliper
	CCN	121	Conocarpus erectus sericeus	Silver Buttonwood	FG	14' HT	5' W	STD, F, SP	Native	4.5" Caliper
	EPH	21	Ilex x attenuata 'East Palatka'	East Palatka Holly	FG	16' HT	6' SPR		Native	4.5" DBH
	Qv1	159	Quercus virginiana	Southern Live Oak	FG	14' HT	6'W			4.5" Caliper
	TD	113	Taxodium distichum	Bald Cypress	FG	16' HT	7' SPR	F, SP	Native	6" DBH

SHRUBS-REQUIRED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	CHRIZ	709	Chrysobalanus icaco 'Red Tip'	Red tip Cocoplum	3G	24" Ht	24"W	F, SP	Native
	LIFF	1,841	Myrcianthes fragrans	Simpson's Stopper	3G	30" HT	18"W		Native

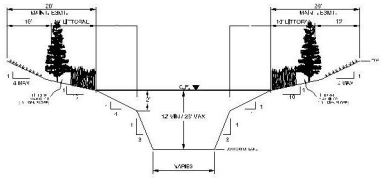
NATIVE PERIMETER SHRUB AREA	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	UVA	18,391	Upland Mix Upland Mix 3 gal, 24-26" OA, 52" OC Mix: 50% Native Grasses, 50% Natives Shrubs Trees as shown on the plan	Mix	3G	24"HT	12"-24" spre			52" o.c.

NATIVE VEGETATION AREA	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	LMX	2,089	Littoral Mix Littoral Mix BLR, 1 Gal, 10"Ht x 6" spr, 52"OC Mix: 33% Canna flaccida, 33% Eleocharis interstincta, 33% Pontederia cordata	Mix	0.75 - 1 G	10" Ht	6"-16" spre			52" o.c.
	NVMX	4,155	Native Vegetation Area Mix Native Shrub Mix 3 gal, 24-26" OA, 52" OC Mix: 50% Native Grasses, 50% Natives Shrubs Trees as shown on the plan	Mix	3G	24"HT	12"-24" spre			52" o.c.
	TMX	3,949	Transitional Mix Transitional Mix 3 gal, 24-26" OA, 52" OC Mix: 50% Native Grasses, 50% Natives Shrubs Trees as shown on the plan	Mix	3G	24"HT	12"-24" spre			52" o.c.

PARKING AREA INTERIOR LANDSCAPE	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
	VSM	4,023	VUA Shrub Mix Vehicular Use Area Shrub Mix 3 Gal, 12"OA Face, 24" OA Shrub Shore Locker, Green Island Ficus, Dwarf Yaupon, Muhly Grass, Fakahatchee Grass, Go Fetch	Mix	3G	12"-24"Ht	12"-24" spre			48" o.c.

Landscape Note:

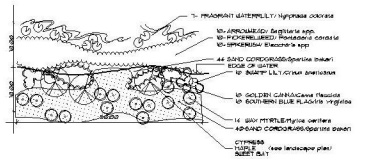
- Tree material may vary in height and width, The 4'5" caliper requirement must be met.



TYPICAL LAKE SECTION

NOTE: LAKES TO BE PLANTED TO A MINIMUM OF 75% AFTER ONE GROWING SEASON. UNLESS THERE IS EVIDENCE OF POOR SOIL CONDITIONS, WITHIN THE LAKE BANK ALLOWS FOR PROPER PLANTING.

Littoral Section:
(typ.)



Littoral Plan View:
(typ.)

Native Landscape Palette:

UPLAND TREES
Slash pine (*Pinus elliottii* var. *densa*)
Cabbage palm (*Sabal palmetto*)
Live oak (*Quercus virginiana*)
Gumbo limbo (*Bursera simaruba*)
Southern magnolia (*Magnolia grandiflora*)
Sea grape (Coccoloba uvifera)
Green buttonwood (Conocarpus erectus)
Silver buttonwood (Conocarpus erectus sericeus)

UPLAND SHRUBS
American beautyberry (*Callicarpa americana*)
Saw palmetto (*Serenoa repens*)
Yaupon Holly (Ilex vomitoria)
Simpson's Stopper (Myrcianthes fragrans)
Pink muhly grass (*Muhlenbergia capillaris*)
Sand Cord Grass (Spartina bakerii)
Walter's Viburnum (Viburnum obovatum)
Green buttonwood (Conocarpus erectus)
Silver buttonwood (Conocarpus erectus sericeus)

UPLAND GROUND COVER
Coontie (*Zamia pumila*)
Powderpuff (*Mimosa strigillosa*)
Purple lovegrass (*Eragrostis spectabilis*)

TRANSITIONAL TREES
Dahoon holly (*Ilex cassine var. cassine*)
Loblolly bay (*Gordonia lasianthus*)
Red bay (*Persea borbonia*)
Red maple (*Acer rubrum*)
Laurel oak (*Quercus laurifolia*)

TRANSITIONAL SHRUBS
Wax myrtle (*Myrica cerifera*)
Firebush (*Hamelia patens*)
Wild coffee (*Psychotria nervosa*)
Coco plum (*Chrysobalanus icaco*)
Sand cordgrass (*Spartina bakeri*)
Fakahatchee grass (*Tripsacum dactyloides*)
Pink muhly grass (*Muhlenbergia capillaris*)

AQUATIC TREES
Bald cypress (*Taxodium distichum*)
Water hickory (*Carya aquatica*)
Sweet bay (*Magnolia virginia*)
Pond apple (*Annona glabra*)

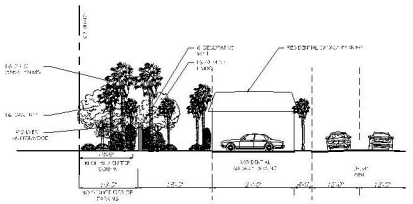
AQUATIC SHRUBS
Common buttonbush (*Cephalanthus occidentalis*)

AQUATIC GROUND COVER
Leather fern (*Acrosticum danaefolium*)
Yellow canna (*Canna flaccida*)
Sawgrass (*Cladium jamaicense*)
Jointed spikerush (*Eleocharis interstincta*)
Fire flag (*Thalia geniculata*)
Pickerel weed (*Pontederia cordata*)
Lance-leaf arrowhead (*Sagittaria lancifolia*)

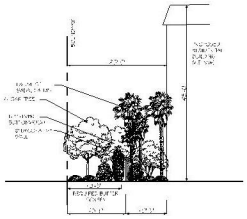
Note: Plants may be substituted with other native species depending on availability at the time of planting in coordination with the City of Stuart.

Costco - TREE MITIGATION DATA

			Total Inches Required	23,744.0
			Total Mitigation Inches Provided	23,807.4
Hardwood Calculation			Deficit Inches	-63.36
2,789.00 inches (x)		2.5 "	=	6,973 Inches
Total Inches Required (4.5" DBH min.)				8,835 Inches
Total Inches Provided for Mitigation:				**2250 Inches**
341 Quercus virginiana (4.5" DBH)		4.5 "		1534.5 Inches
159 Quercus virginiana (4.5" DBH)		4.5 "		715.5 Inches
Pine Calculation				
11,181 inches (x)		1.5 "	=	16,771.50 Inches
Total Inches Required (3" DBH min.)				13,219.50 Inches
Total Inches Provided for Mitigation:				**10,635 Inches**
133 Pinus elliottii (6" DBH)	Pine Tree	6 "		798 Inches
97 Ilex x attenuata 'Eagleston' (3" DBH)	Holly	5 "		485 Inches
113 Taxodium ascendens (6" DBH)	Cypress	6 "		678 Inches
43 Magnolia grandiflora	Southern Magnolia	4.5 "		193.5 Inches
61 Coccoloba uvifera	Seagrape	4.5 "		274.5 Inches
92 Roystonea regia	Florida/Cuban Royal Palm 18ct	8.5 "		782 Inches
210 Conocarpus erectus	Buttonwood	4.5 "		945 Inches
124 Conocarpus erectus sericeus	Silver Buttonwood	4.5 "		558 Inches
486 Sabal palmetto	Sabal Palm 20ct	10.5 "		5103 Inches
115 Bursera simaruba	Gumbo Limbo	4.5 "		517.5 Inches
55 Acer Rubrum	Red Maple	4.5 "		247.5 Inches
21 Ilex x attenuata	East Palatka Holly	2.5 "		52.5 Inches
Shrubs				
6,038 Additional Shrubs	Shrub (1" per 12)	12		**503 Inches**
18,391 Upland Shrubs	Shrub (1"per 12)	12		**1,533 Inches**
3,926 Native Vegetative Mix	Shrub (1"per 12)	12		**327 Inches**
Percentage of Nitrate and Phosphate Loading Reduction from Stormwater				
81% Nitrogen Removal Credit	$197,537.50			
91% Phosphate removal Credit	$316,060.00			
Total Credit for Providing Nutrient Removal		$513,597.50		
Cost per Minimum tree size (2.5") allocated towards mitigation -		$150.00		
Total Trees		3424		
($513597.5/150)				
Total Inches		8560		**8,560 Inches**
(3424 * 2.5")				



Landscape Buffer Section: Parking
(typ.)



Landscape Buffer Section: Building
(typ.)

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KANNER CPUD

Landscape Plan

Plant Schedules, Sections & Mitigation Calculation

City of Stuart, Florida

Date	By	Description
12.17.20	SAW	Initial Submittal
03.19.21	SAW	2nd ReSubmittal
04.22.21	SAW	3rd ReSubmittal
05.13.21	SAW	Addressing Landscape Comments

NORTH

SCALE: 1" =

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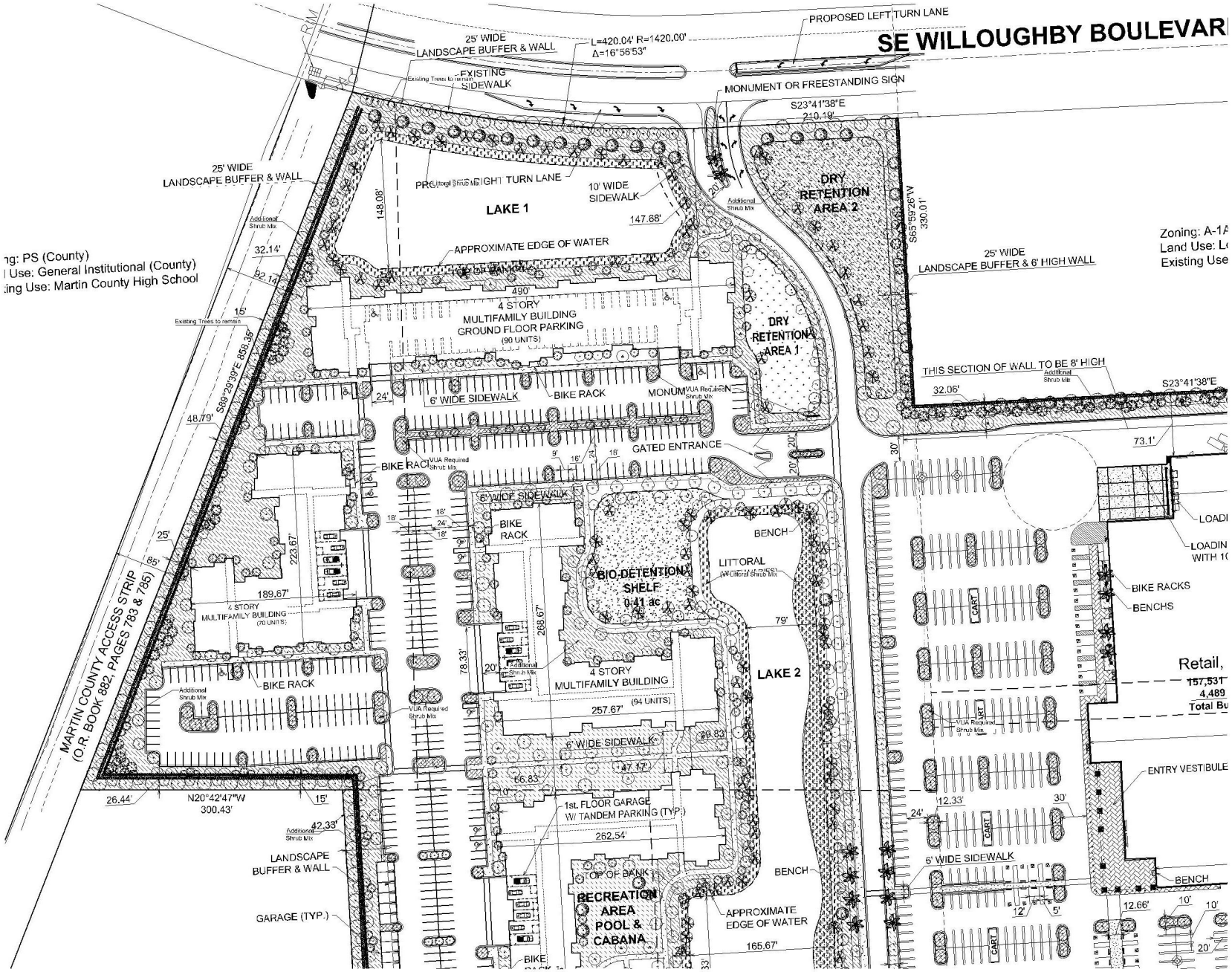
RCG, # 1016
Thomas P. Lucido

Designer	SAW
Manager	DF
Project Number	20-620
Municipal Number	—
Computer File	

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LA1

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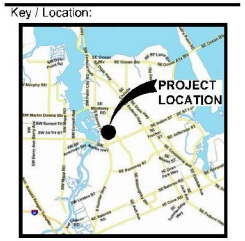
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Stuart, FL 34994
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KANNER CPUD

Landscape Plan

City of Stuart, Florida

Date	By	Description
12.17.20	SAW	Initial Submittal
03.19.21	SAW	2nd ReSubmittal
04.22.21	SAW	3rd ReSubmittal
05.13.21	SAW	Addressing Landscape Comments

NORTH

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0 25' 50' 100'

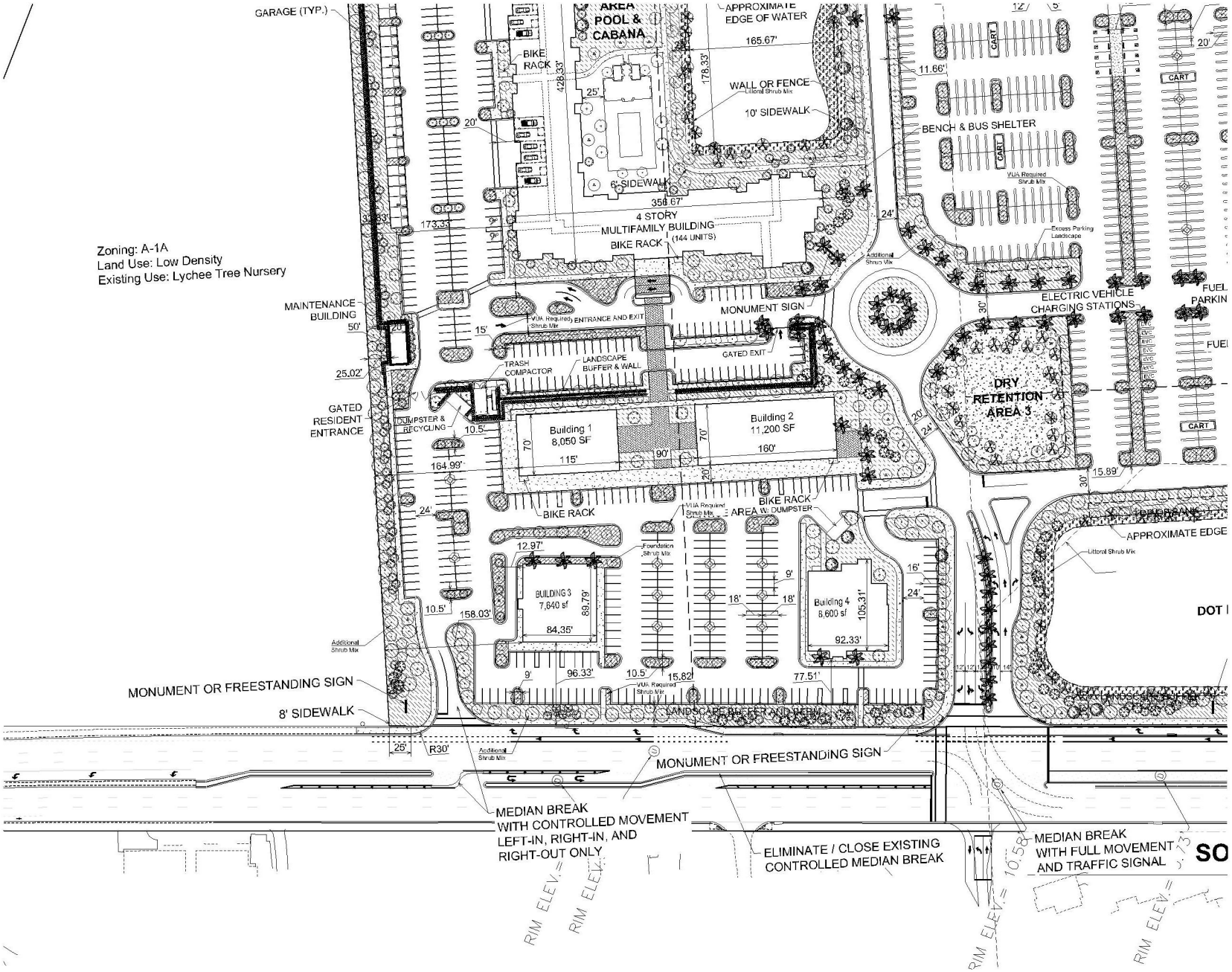
REG. # 10718
Thomas P. Lucido

Designer	SAW
Manager	DF
Project Number	20-020
Municipal Number	—
Computer File	

Sheet **LA2**

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KANNER CPUD

Landscape Plan

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NORTH

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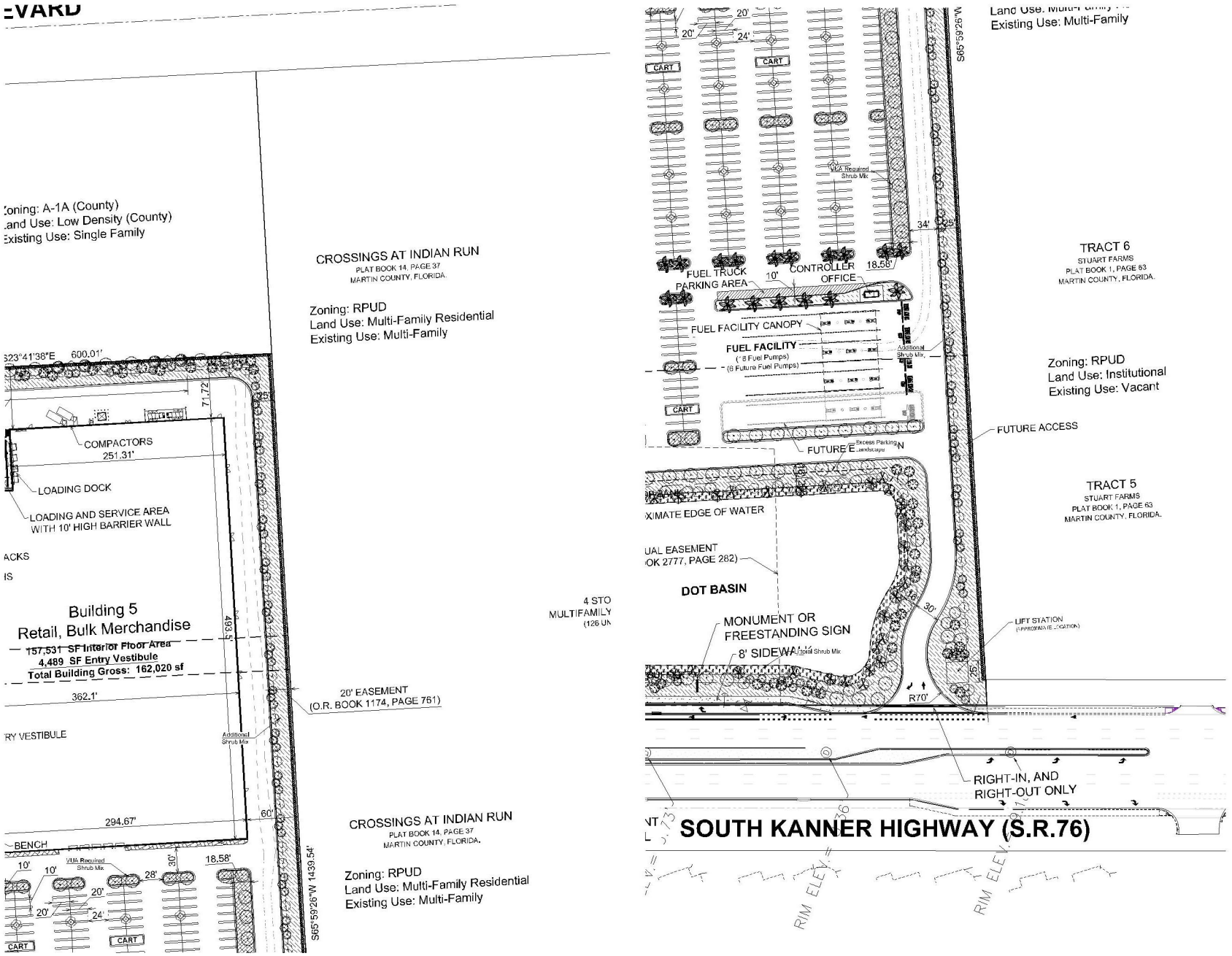
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REG. # 1018
Thomas P. Lucido

Designer	SAW	Sheet
Manager	DF	LA3
Project Number	20-020	
Municipal Number	—	
Computer File		

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KANNER CPUD

Landscape Plan

City of Stuart, Florida

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NORTH

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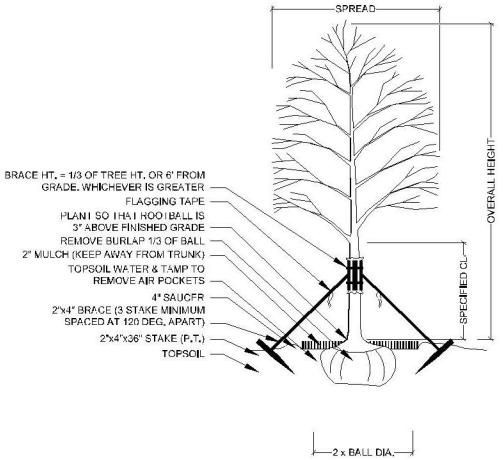
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REG. # 1018
Thomas P. Lucido

Designer	SAW	Sheet
Manager	DF	LA4
Project Number	20-020	
Municipal Number	—	
Computer File		

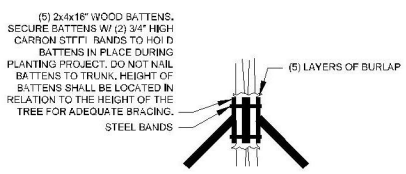
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TREE PLANTING & STAKING

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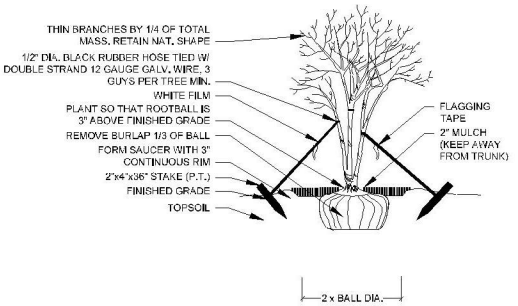


BRACING DETAIL

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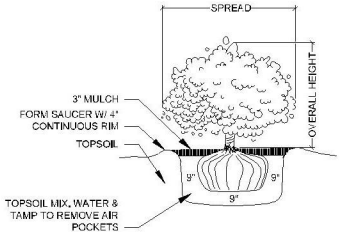
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



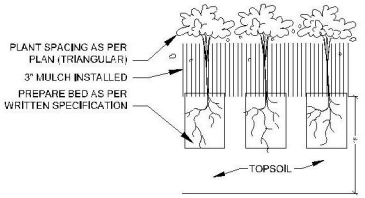
MULTI-TRUNK PLANTING & GUYING

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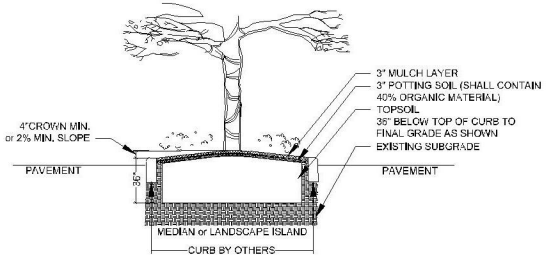
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

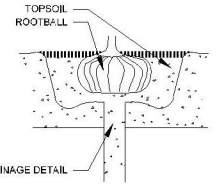


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY: SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

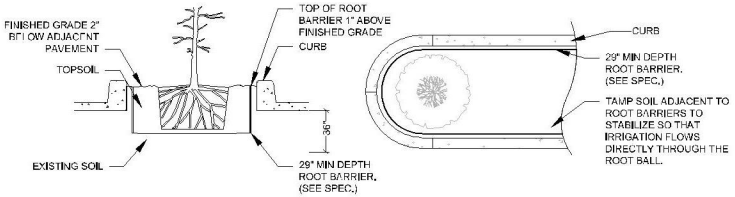
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- TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH VALUE OF 5.5-7.4. FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, BRUSH, HEAVY CONCRETE, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST MAINTAIN A WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

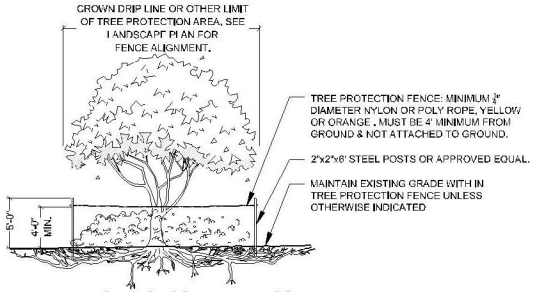
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SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

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

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

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

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

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

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

05240221.CCM

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Landscape Architect/Land Planner:
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Stuart, FL 34994
772-220-2100

KANNER CPUD

Landscape Plan

Details

City of Stuart, Florida

Date	By	Description
12.17.20	SAW	Initial Submittal
03.19.21	SAW	2nd ReSubmittal
04.22.21	SAW	3rd ReSubmittal
05.13.21	SAW	Addressing Landscape Comments

NORTH

SCALE: 1" =

0

REG. # 1018
Thomas P. Lucido

Designer	SAW	Sheet
Manager	DF	LA5
Project Number	20-020	
Municipal Number	—	
Computer File		

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

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

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

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

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

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

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

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

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

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

PART 2: MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.06 TOP SOIL
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of " per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (see Landscape Area Preparation Detail). In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of Topsoil as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the "Landscape Area Preparation" detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall accept all responsibility of planting soils and shall honor all guarantee items in section 1.08.

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

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

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

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

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

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

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs. Keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION

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

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

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

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

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

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

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

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

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 16" min.
Lend material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

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

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

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

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

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

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

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

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

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

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

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

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

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

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

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

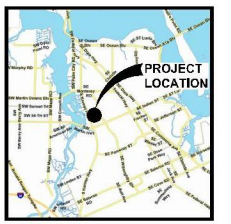
D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

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610-754-6140

Surveyor:
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Stuart, FL 34994
772-286-7126

Landscape Architect/Land Planner:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
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KANNER CPUD

Landscape Plan
Specifications

City of Stuart, Florida

Date	By	Description
12.17.20	SAW	Initial Submittal
03.19.21	SAW	2nd ReSubmittal
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NORTH

SCALE: 1" =

0 REV. # 10"18

Thomas P. Lucido

Designer	SAW	Sheet
Manager	DF	**LA6**
Project Number	20-020	
Municipal Number	—	
Computer File		

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PRELIMINARY ENGINEERING PLANS AND SPECIFICATIONS

FOR

KANNER CPUD

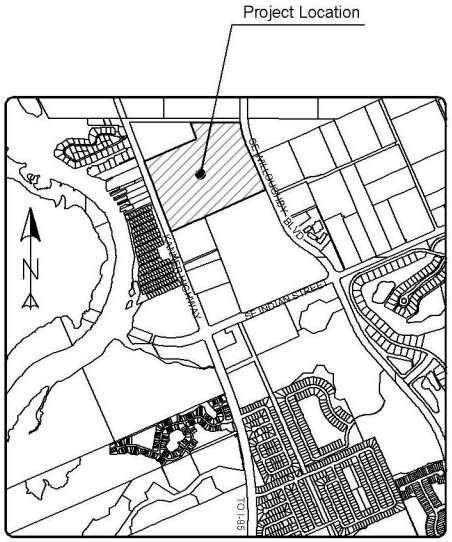
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STUART, FLORIDA

KANNER CPUD - PRELIMINARY ENGINEERING 19 March 2021 #20-313

LOCATION MAP





VICINITY MAP

INDEX OF SHEETS

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ENGINEERS & SURVEYORS ENVIRONMENTAL

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www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 6935
L.B. CERTIFICATE OF AUTHORIZATION 6066

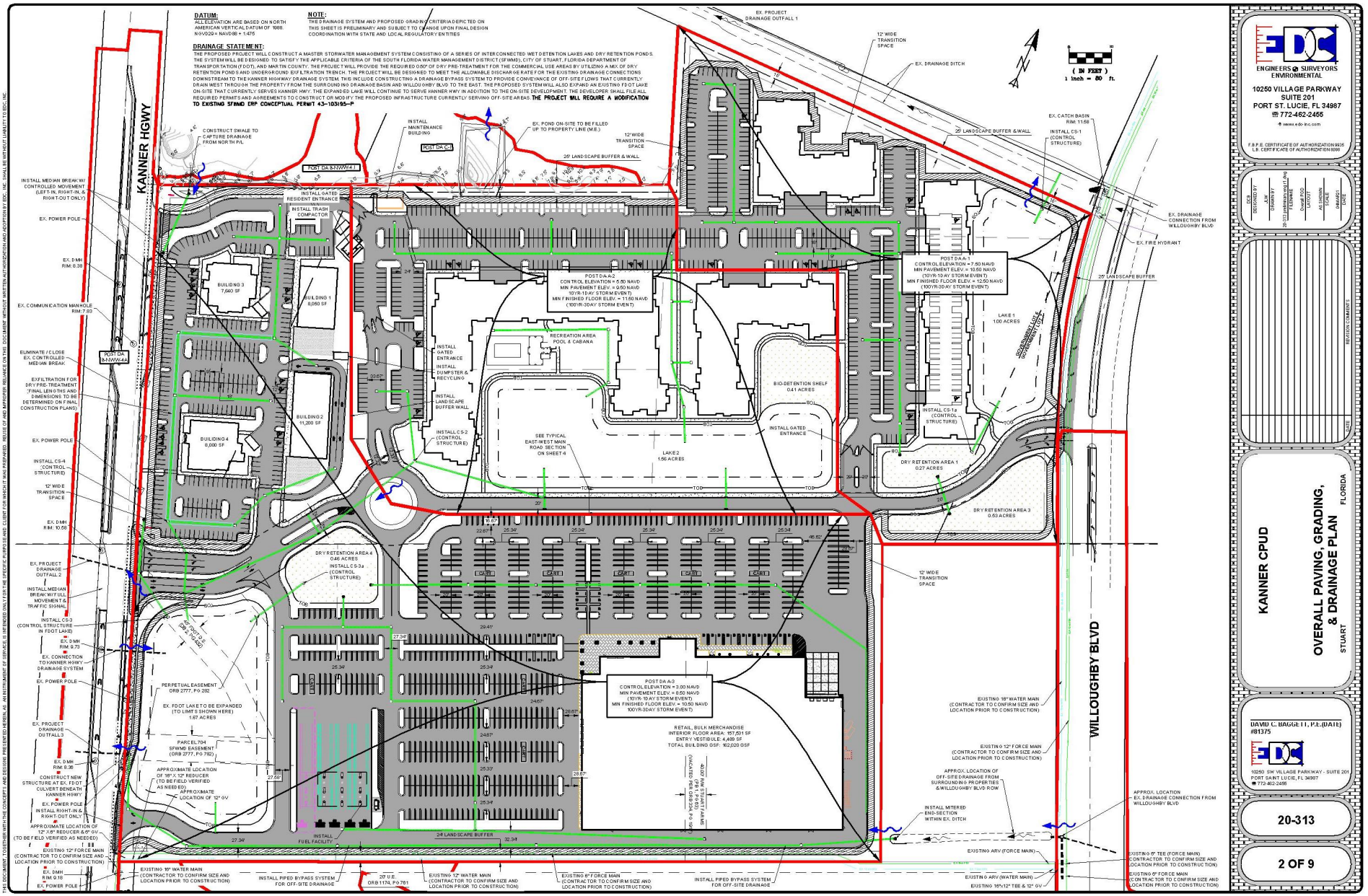
DAVID C. BAGGETT, P.E.(DATE)
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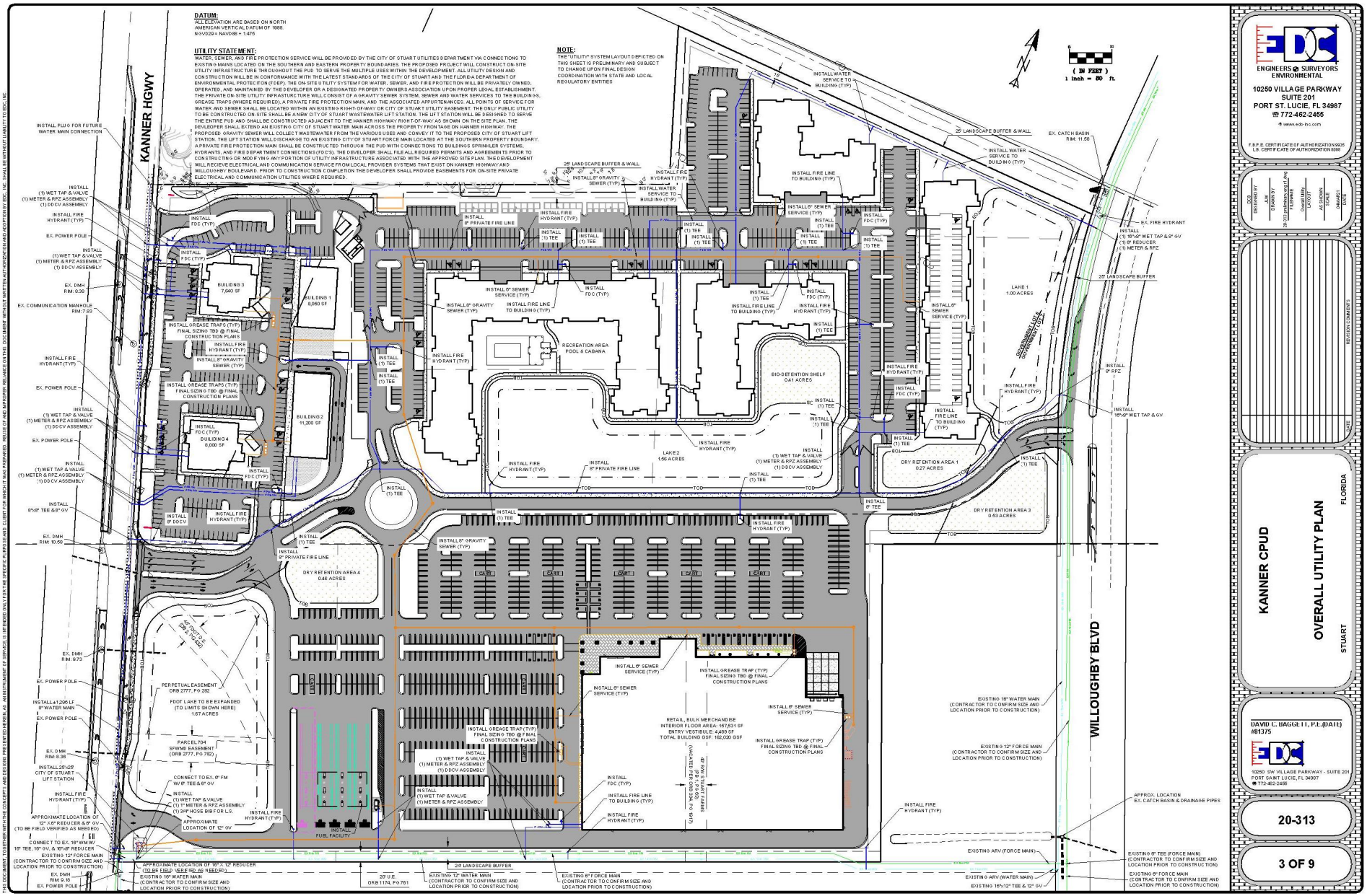
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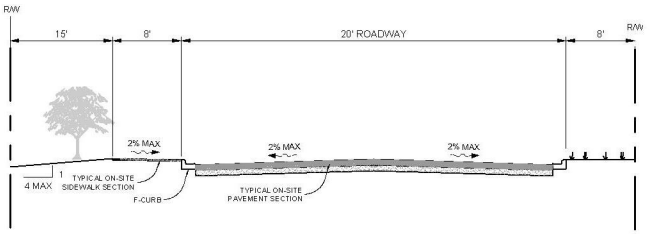
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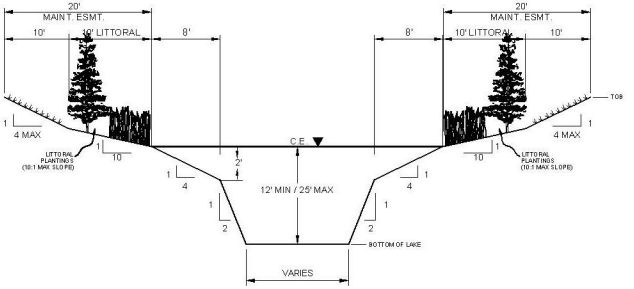
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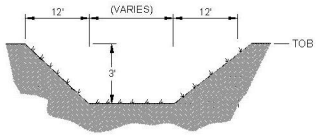
TYPICAL EAST-WEST MAIN ROAD SECTION

NOT TO SCALE



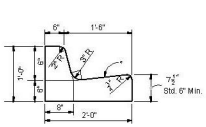
TYPICAL LAKE SECTION

*NOTE: LAKES TO BE EXCAVATED TO A MINIMUM OF 12' BELOW CONTROL ELEVATION UNLESS THE BORING LOGS REVEAL EXCEPTIONAL MATERIAL AND LAKE SIZE ALLOWS FOR DEEPER MATERIAL.



TYPICAL DRY RETENTION SECTION

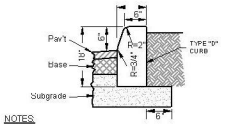
*NOTE: SOD ALL DISTURBED AREAS



*NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

TYPE "F" CURB DETAIL

NOT TO SCALE

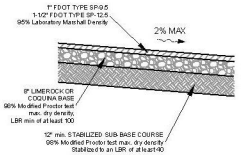


NOTES:

1. Use 3,000 P.S.I. concrete at 28 days for construction.
2. Subgrade to extend an additional 6" beyond Type "D" Curb.
3. Type "D" Curb to be constructed in accordance with FDOT Standard plans 520-001.

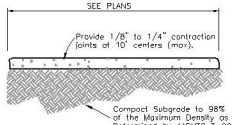
TYPE "D" CURB

NOT TO SCALE



TYPICAL ON-SITE PAVEMENT SECTION

NOT TO SCALE

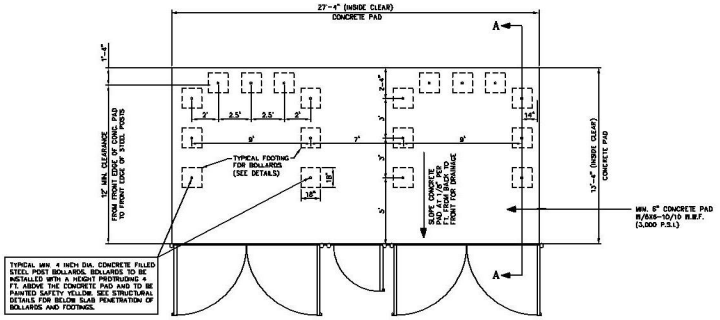


NOTES:

1. Use 3,000 P.S.I. Concrete At 28 Days for sidewalk construction.
2. Sidewalk thickness to be increased to 6" thick at driveway locations.
3. All repairs required during construction shall be removed and replaced 10' minimum to next full joint.
4. All sidewalk within FDOT right-of-way to be constructed per Standard plans 522-001.

4" THICK ON-SITE SIDEWALK DETAIL

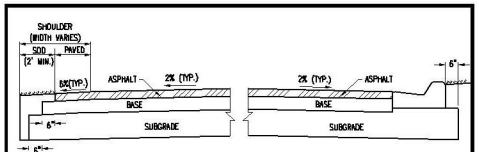
NOT TO SCALE



CITY OF STUART DUMPSTER ENCLOSURE – STRUCTURAL PLAN

DOUBLE DUMPSTER w/ RECYCLING

N.T.S.



~~LOCAL RESIDENTIAL (SN-3.0 MIN.)~~

~~MIN. E.O.P. ELEVATION - PEAK STAGE OF 10-YR / 24-HR STORM EVENT~~

- ~~SURFACE COURSE - 1.5" TYPE SP-9.5 ASPHALTIC CONCRETE ASPHALT MIX TO CONTAIN NO MORE THAN 30% RECLAIMED ASPHALT PAVEMENT (R.A.P.)~~
- ~~BASE COURSE: OPTIONAL BASE GROUP 5 PER FDOT INDEX 514~~
- ~~SUBGRADE: 12" COMPACTED OR STABILIZED SUBGRADE (LBR-40)~~

~~COLLECTOR & LOCAL COMMERCIAL/INDUSTRIAL (SN-3.5 MIN.)~~

~~MIN. E.O.P. ELEVATION - PEAK STAGE OF 10-YR / 24-HR STORM EVENT (MINOR)~~

~~MIN. E.O.P. ELEVATION - PEAK STAGE OF 25-YR / 24-HR STORM EVENT (MAJOR)~~

- ~~SURFACE COURSE - 1½" TYPE SP-12.5 ASPHALTIC CONCRETE (1ST LIFT) 1" TYPE SP-9.5 ASPHALTIC CONCRETE (2ND LIFT) ASPHALT MIX TO CONTAIN NO MORE THAN 30% R.A.P.~~
- ~~BASE COURSE: OPTIONAL BASE GROUP 5 PER FDOT INDEX 514~~
- ~~SUBGRADE: 12" COMPACTED OR STABILIZED SUBGRADE (LBR-40)~~

ARTERIAL (SN-4.0 MIN.)

MIN. E.O.P. ELEVATION PEAK STAGE OF 25-YR / 72-HR STORM EVENT

- SURFACE COURSE 1½" TYPE S-1 OR SP-12.5 ASPHALTIC CONCRETE (1ST LIFT) 1½" TYPE SP-9.5 ASPHALTIC CONCRETE (2ND LIFT) ASPHALT MIX TO CONTAIN NO MORE THAN 30% R.A.P.
- BASE COURSE: OPTIONAL BASE GROUP 9 PER FDOT INDEX 514
- SUBGRADE: 12" COMPACTED OR STABILIZED SUBGRADE (LBR-40)

NOTES:

1. SHOULDER DESIGN:
   - SURFACE COURSE: SAME AS TRAVEL LANE SURFACE COURSE
   - BASE COURSE: OPTIONAL BASE GROUP 4 PER FDOT INDEX 514
2. STRUCTURAL NUMBER (SN) PER FDOT STANDARDS (REFER TO FDOT FLEXIBLE PAVEMENT DESIGN MANUAL).
3. SUBSTITUTIONS MAY BE APPROVED BY MARTIN COUNTY, PROVIDED MINIMUM SN IS DEMONSTRATED.
4. R.A.P. – RECLAIMED ASPHALT PAVEMENT REUSED IN NEW HOT MIX ASPHALT MIXES (30% MAX IN ALL MIX DESIGNS)

MARTIN COUNTY ENGINEERING - STANDARD DETAILS

FLEXIBLE PAVEMENT SECTIONS

DETAIL R-10

DATE: 12/20/18

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9035
L.B. CERTIFICATE OF AUTHORIZATION 8089

EDC DESIGNED BY | JLM DRAWN BY | 20-313 | POD Details LAYOUT | AS SHOWN SCALE | 04/14/21 DATE

REVISION COMMENTS

DATE

KANNER CPUD

PAVING, GRADING, & DRAINAGE DETAILS

STUART FLORIDA

DAVID C. BAGGETT, P.E. (DATE) #81375

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

20-313

4 OF 9

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

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CITY OF STUART
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE CITY OF STUART.
2. WATER MAIN WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150 OR 235, DR (18).
3. MIN. CLASS 50 WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C-150/A-21.50 OR ANSI/AWWA C-151/A-21.51 AND SHALL BE PRESSURE CLASS 350 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR. ALL PIPE REQUIRE 1mm TRACER WIRE.
5. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C-110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND SEAL COATED.
6. GATE VALVES SHALL BE RESILIENT WEDGE SEAT. VALVES SHALL CONFORM TO AWWA C-509 AS WELL AS THE CITY OF STUARTS PRODUCT LIST.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY OF STUART'S DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY THE CITY AND THE COUNTY, FDOT. IN CASES WHERE AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER AND CITY/COUNTY/FDOT.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, CITY OF STUART AND COUNTY/FDOT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, THE CITY, COUNTY/FDOT AND ANY OTHER APPLICABLE AGENCIES SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE ENGINEER AND CITY/COUNTY/FDOT.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-601 FOR DISINFECTION.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

WATER DISTRIBUTION NOTES
DATE: OCTOBER, 2018
FILE NAME: 2018 CDS Std Details.dwg
SHEET NUMBER 1

CITY OF STUART
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE CITY OF STUART ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING SLEEVE AND VALVE.
19. SAMPLE POINT TAPS SHALL BE PLACED APPROXIMATELY THREE FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINES, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
20. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND CITY OF STUART REQUIREMENTS, MORE STRINGENT SHALL APPLY.
21. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600.

$$L = \frac{SD\sqrt{P}}{133,200}$$

L = LEAKAGE IN GPH
S = LENGTH OF PIPE IN FEET
D = PIPE DIAMETER IN INCHES
P = TESTING PRESSURE IN PSI

22. PRIOR TO ANY TESTING, ALL MAINS 3" IN DIA. AND LARGER SHALL HAVE A LINE SIZE SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE, END OF MAIN SHOULD BE "TURNED UP" AT 45E AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
23. TEN FEET MINIMUM HORIZONTAL AND 12 INCHES MINIMUM VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
24. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
25. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

WATER DISTRIBUTION NOTES
DATE: OCTOBER, 2018
FILE NAME: 2018 CDS Std Details.dwg
SHEET NUMBER 2

CITY OF STUART
WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE CITY OF STUART.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-35, GREEN IN COLOR.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THE CITY OF STUART DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY THE CITY. IN CASES WHERE AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, CITY OF STUART PUBLIC WORKS DEPARTMENT, COUNTY/FDOT AND ANY OTHER NECESSARY AGENCIES SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FROM THE ENGINEER, CITY, OR COUNTY/FDOT.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY THE CITY OF STUART 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18 (12" AND SMALLER), OR DR-25, AWWA C-905 (14" AND ABOVE).
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR. WASTEWATER FORCE MAIN SHALL HAVE THHN WIRE & LOCATOR TAPE WITH "SEWER" MARKED ON TAPE.
15. FITTINGS SHALL BE CAST OR DUCTILE IRON, CONFORMING TO AWWA C-110 AND ANSI A21.11, CLASS 250 MINIMUM, CEMENT LINED, AND EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS COPPER WIRE (GREEN IN COLOR) OR OTHER APPROVED SIGNAL.
17. MINIMUM COVER SHALL BE 48 INCHES, PIPES WITH LESS COVER REQUIRE PRIOR APPROVAL OF THE ENGINEER AND CITY OF STUART AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED.
19. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.
20. PRIOR TO ANY TESTING, ALL MAINS 3" IN DIA. AND LARGER SHALL HAVE A LINE SIZE SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE, END OF MAIN SHOULD BE "TURNED UP" AT 45E AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

WASTEWATER CONSTRUCTION NOTES
DATE: OCTOBER, 2018
FILE NAME: 2018 CDS Std Details.dwg
SHEET NUMBER 3

STANDARD SEPARATION STATEMENT FOR
WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

   WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

   ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).

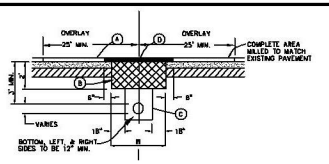
   WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.
2. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

   IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

   WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP, AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
3. ALL DIP SHALL BE PRESSURE CLASS 350 MIN. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

WATER and SEWER CONFLICT NOTES
DATE: OCTOBER, 2018
FILE NAME: 2018 CDS Std Details.dwg
SHEET NUMBER 4



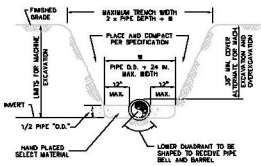
A. OVERLAY SHALL EXTEND 25' BEYOND TRENCH FAILL ON BOTH SIDES OF ROAD CUT MINIMUM TYPE S-III ASPHALT OR MATCH EXISTING SURFACE MATERIAL WHEN POSSIBLE.
B. CONSTRUCT 2.0' DEEP X WIDTH AND LENGTH OF TRENCH WITH CEMENTED COQUINA OR LIMEROCK, SEE SPECIFICATIONS #2 BELOW FOR CONSTRUCTION REQUIREMENTS.
C. PROVIDE CLEAN BACKFILL. BACKFILL SHALL BE REPLACED IN 6" LAYERS. EACH LAYER SHALL BE MECHANICALLY COMPACTED TO A MINIMUM 98% DENSITY AS DETERMINED BY AASHTO T-180.
D. DITCH WIDTH (W)=12", MATCH EXISTING TYPE AND THICKNESS OF ASPHALT OR TYPE S-3I.

NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE AS SHOWN ABOVE.
2. BASE MATERIAL SHALL BE PLACED IN 6" LAYERS OR AS OTHERWISE APPROVED AND EACH LAYER THOROUGHLY MECHANICALLY COMPACTED TO (98%) DENSITY AS DETERMINED BY AASHTO T-180.
3. FINAL ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MILLED TO MATCH EXISTING ASPHALT.
4. ALL PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED 90 DEGREES.
5. SURFACE MATERIAL WILL BE CONSISTENT WITH EXISTING SURFACE OR AS OTHERWISE DIRECTED (TYPE S-3I) AND PLACED IN ACCORDANCE WITH FDOT REQUIREMENTS.
6. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6+1/2) INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE TESTING CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE PUBLIC WORKS DEPT. AND/OR THE ENGINEER OF RECORD.

CITY OF STUART PAVEMENT RESTORATION DETAIL
(ASPHALT)

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

PAVEMENT RESTORATION DETAIL (ASPHALT)
DATE: OCTOBER, 2018
FILE NAME: 2018 CDS Std Details.dwg
SHEET NUMBER 7



NOTES:
1. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2. INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 80% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-180.

TYPICAL TRENCH DETAIL

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL TRENCH DETAIL
DATE: OCTOBER, 2018
FILE NAME: 2018 CDS Std Details.dwg
SHEET NUMBER 9

ENGINEERS & SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9035
L.B. CERTIFICATE OF AUTHORIZATION 6089

EDC DESIGNED BY: JLM
DRAWN BY: JLM
20-313 preliminary set of dwg FILENAME: Utility Details
LAYOUT: Utility Details
AS SHOWN SCALE
DATE/ISSUE

REVISION COMMENTS
DATE

KANNER CPUD
UTILITY DETAILS
STUART FLORIDA

DAVID C. BAGGETT, P.E. (DATE)
#81375

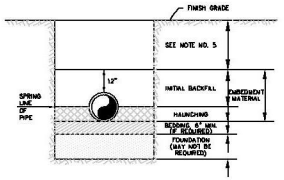
10250 SW VILLAGE PARKWAY - SUITE 201
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20-313

5 OF 9

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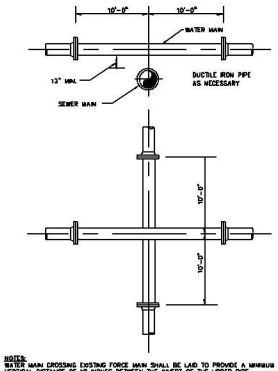
NOTES:

1. IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2. BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3. HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4. INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE AND BE COMPACTED USING A HAND OPERATING TAMPING DEVICE.
5. BACKFILL SHALL BE COMPACTED TO 95% OF MAX. DENSITY AS PER AASHTO T-180.
6. DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE DESIGN ENGINEER OR PERMIT AGENCY HAVING JURISDICTION.

BACKFILLING REQUIREMENTS
OVER CITY OF STUART UTILITIES

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

BACKFILLING REQUIREMENTS
DATE: OCTOBER, 2015
FILE NAME: 2015 COS Std Details.dwg
SHEET NUMBER 10

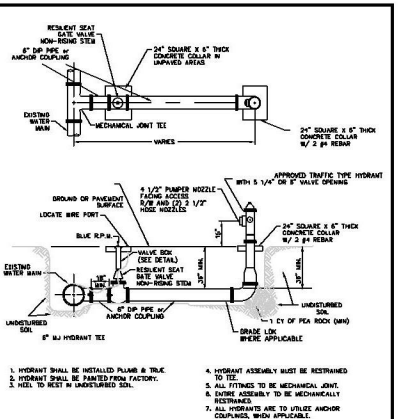


NOTE:
WATER MAIN CROSSING EXISTING FORCE MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 12 INCHES BETWEEN PIPES. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUAL DISTANCE FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). IN ALL CASES A MIN. 18" VERTICAL SEPERATION SHALL BE REQUIRED.

UTILITY CROSSING DETAIL

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

UTILITY CROSSING DETAIL
DATE: OCTOBER, 2015
FILE NAME: 2015 COS Std Details.dwg
SHEET NUMBER 15

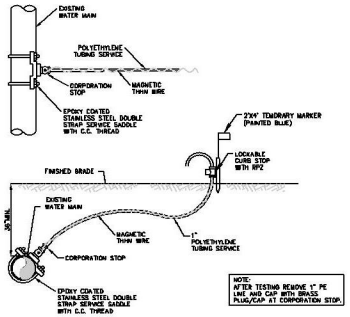


1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
5. ALL FITTINGS TO BE MECHANICAL JOINT.
6. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
7. ALL HYDRANTS ARE TO UTILIZE ANCHOR COUPLINGS, WHEN APPLICABLE.

TYPICAL FIRE HYDRANT ASSEMBLY

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL FIRE HYDRANT ASSEMBLY
DATE: OCTOBER, 2015
FILE NAME: 2015 COS Std Details.dwg
SHEET NUMBER 25



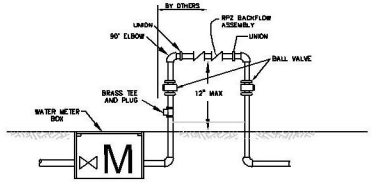
NOTE: AFTER TESTING REMOVE 1" PE LINE AND CAP WITH BRASS PLUG/CAP AT CORPORATION STOP.

BACTERIOLOGICAL SAMPLING POINT DETAIL

NOTE: ADD LAMINATED SIGN NOTING THAT "TESTING IS IN PROGRESS - DO NOT DISTURB" WHILE SAMPLE POINT IS IN SERVICE.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
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BACTERIOLOGICAL SAMPLING POINT DETAIL
DATE: OCTOBER, 2015
FILE NAME: 2015 COS Std Details.dwg
SHEET NUMBER 28

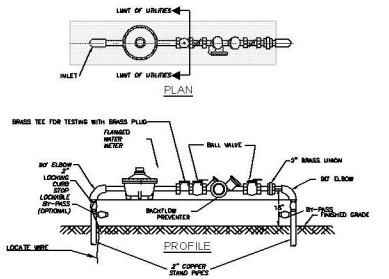


TYPICAL POTABLE / RECLAIMED WATER METER WITH BACKFLOW PREVENTER ASSEMBLY
5/8" X 3/4" & 1"
(COMMERCIAL / IRRIGATON)
BACKFLOW DEVICE MUST BE LANDSCAPED

NOTES:
1. RECLAIMED WATER BACKFLOW PREVENTER ASSEMBLY MUST BE PAINTED PURPLE PANTONE 522.
2. METER TO BE SUPPLIED BY THE CITY OF STUART

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL BACKFLOW PREVENTER ASSEMBLY
DATE: OCTOBER, 2015
FILE NAME: 2015 COS Std Details.dwg
SHEET NUMBER 29



NOTES:
1. LANDSCAPING REQUIRED PER CITY OF STUART ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS. MUST BE SCREENED, NO GRASS IN PERIOD.
2. ASSEMBLY TO BE 18" FROM FINISH GRADE TO CENTERLINE OF THE 90° BEND.
3. RECLAIMED WATER METER ASSEMBLY MUST BE PAINTED PANTONE PURPLE 522.
4. NO SOLDER JOINTS.

1.5" & 2" POTABLE / RECLAIMED
WATER METER & BACKFLOW
PREVENTER ASSEMBLY SERVICE
(COMMERCIAL)

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL BACKFLOW PREVENTER ASSEMBLY
DATE: OCTOBER, 2015
FILE NAME: 2015 COS Std Details.dwg
SHEET NUMBER 30

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ENVIRONMENTAL
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REVISION COMMENTS

DATE

KANNER CPUD

UTILITY DETAILS

FLORIDA

STUART

DAVID C. BAGGETT, P.E. (DATE)
#81375

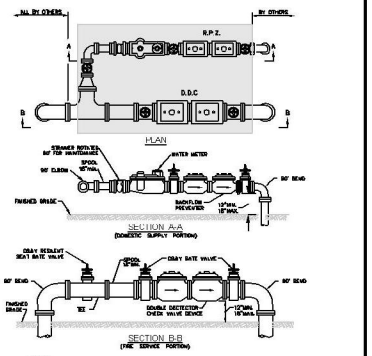
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20-313

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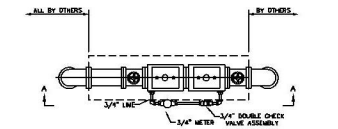


NOTES:

1. LANDSCAPING REQUIRED PER CITY OR COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER TO ALLOW MAINTENANCE WITHOUT DAMAGE TO PLANTS ETC.
2. NO SOLDER JOINTS.

WATER METER / BACKFLOW PREVENTER ASSEMBLY
- FIRE SERVICE w/ DOMESTIC SUPPLY

STANDARD UTILITY DETAILS City of Stuart Public Works Department 121 S.E. Flagler Avenue, Stuart, Florida 34994 (772) 288-5300	WATER METER/BACKFLOW PREVENTER-FIRE SERVICE w/ DOMESTIC SUPPLY	
	DATE: OCTOBER, 2016 FILE NAME: 2016 CDS Std Details.dwg	SHEET NUMBER 32

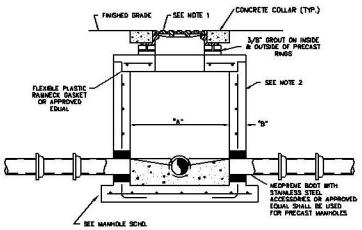


NOTE:

1. LANDSCAPING IS REQUIRED PER CITY OR COUNTY ORDINANCE. PLANTING MUST SCREEN AT PLANT HEIGHT, NO GROW IN PERIOD.

DOUBLE CHECK VALVE
w/ DETECTOR CHECK ASSEMBLY / FIRE SERVICE

STANDARD UTILITY DETAILS City of Stuart Public Works Department 121 S.E. Flagler Avenue, Stuart, Florida 34994 (772) 288-5300	DOUBLE CHECK VALVE w/ DETECTOR CHECK ASSEMBLY	
	DATE: OCTOBER, 2016 FILE NAME: 2016 CDS Std Details.dwg	SHEET NUMBER 33



PIPE DIA.	"A"	"B"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	8"
30"-36"	5'-0"	"B"	10"
42"-48"	6'-0"	"B"	12"

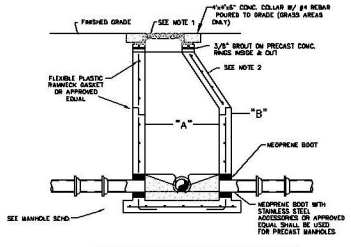
TYPICAL MANHOLE DIMENSIONS

NOTES:

1. MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2. ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3. A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4. RAINGUARDS SHALL BE INSTALLED IN MANHOLES.
5. ALL MANHOLES SHALL BE COATED INSIDE AND OUTSIDE W/ 8-10 MILS EACH OF 100% WATER BASED EPOXY.

SHALLOW MANHOLE
(DEPTH LESS THAN 5'-0")

STANDARD UTILITY DETAILS City of Stuart Public Works Department 121 S.E. Flagler Avenue, Stuart, Florida 34994 (772) 288-5300	SHALLOW MANHOLE (DEPTH LESS THAN 5'-0")	
	DATE: OCTOBER, 2016 FILE NAME: 2016 CDS Std Details.dwg	SHEET NUMBER 36



PIPE DIA.	"A"	"B"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	8"
30"-36"	5'-0"	"B"	10"
42"-48"	6'-0"	"B"	12"

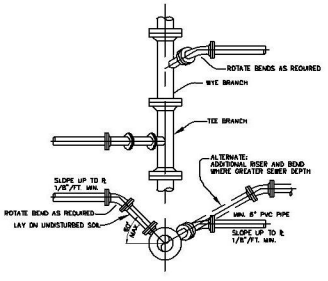
TYPICAL MANHOLE DIMENSIONS

NOTES:

1. MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER U.S. FOUNDRY 170 OR APPROVED EQUAL.
2. ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3. A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4. RAINGUARDS SHALL BE INSTALLED IN MANHOLES.
5. ALL MANHOLES SHALL BE COATED INSIDE AND OUTSIDE W/ 8-10 MILS EACH OF 100% WATER BASED EPOXY.

STANDARD MANHOLE

STANDARD UTILITY DETAILS City of Stuart Public Works Department 121 S.E. Flagler Avenue, Stuart, Florida 34994 (772) 288-5300	STANDARD MANHOLE	
	DATE: OCTOBER, 2016 FILE NAME: 2016 CDS Std Details.dwg	SHEET NUMBER 37

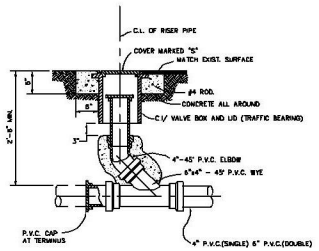


NOTE:

SERVICE LATERALS SHALL TERMINATE AT R/W AT A DEPTH OF (3)FEET, PLUGGED WATERTIGHT AND MARKED WITH 2"x2" TREATED STAKE AND ELECTRONIC MARKER

SERVICE CONNECTION
(LATERAL)

STANDARD UTILITY DETAILS City of Stuart Public Works Department 121 S.E. Flagler Avenue, Stuart, Florida 34994 (772) 288-5300	SERVICE CONNECTION (LATERAL)	
	DATE: OCTOBER, 2016 FILE NAME: 2016 CDS Std Details.dwg	SHEET NUMBER 41



TERMINAL/ SERVICE LATERAL CLEANOUT DETAIL

STANDARD UTILITY DETAILS City of Stuart Public Works Department 121 S.E. Flagler Avenue, Stuart, Florida 34994 (772) 288-5300	TERMINAL/SERVICE LATERAL CLEANOUT DETAIL	
	DATE: OCTOBER, 2016 FILE NAME: 2016 CDS Std Details.dwg	SHEET NUMBER 43

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EDC DESIGNED BY | JLM | DRAWN BY | Utility Details (2) | LAYOUT | AS SHOWN | SCALE | DRAWING NO.

20-313 preliminary set 1.dwg FILENAME

NO.	REVISION COMMENTS	DATE

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UTILITY DETAILS

STUART FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375

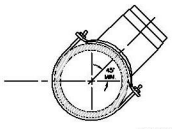
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20-313

7 OF 9

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TAPPING SADDLE TO BE 304 STAINLESS STEEL

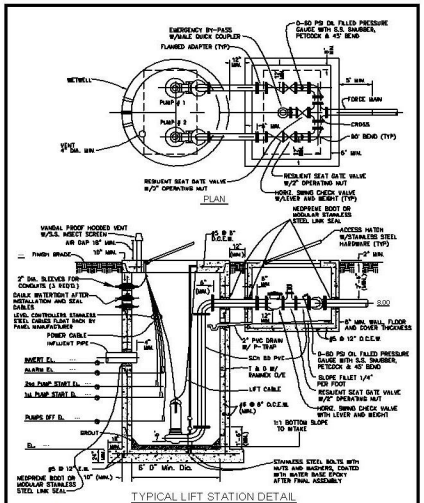
WASTEWATER SERVICE TAP DETAIL

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

WASTEWATER SERVICE TAP DETAIL

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg

SHEET NUMBER 44



TYPICAL LIFT STATION DETAIL

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL LIFT STATION DETAIL

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg

SHEET NUMBER 52

PUMP DATA:
MANUFACTURER, _____
MODEL No. ___ IMP. No. ___ MOTOR, ___ HP.
___ RPM, ___ VOLTS, ___ PHASE, 60 HERTZ

OPERATING CONDITIONS:
___ GPM AT ___ TDH, ___ % EFFICIENCY

WET WELL:
SIZED FOR MINIMUM PUMP CYCLE TIME OF 10 MINUTES AND A MAXIMUM OF 6 PUMP STARTS PER HOUR, WORKING DEPTH ___ FT. WORKING VOLUME ___ GALS.

ELECTRICAL:
FEEDERS AND CONDUIT _____ MAIN SWITCH ___ POLES ___ AMPS.

TYPICAL LIFT STATION DATA

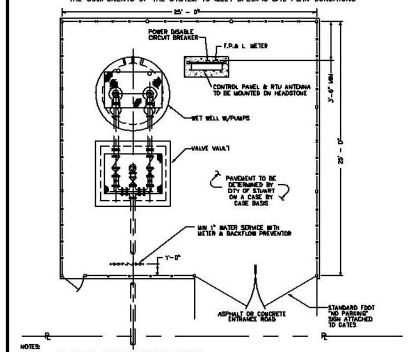
STANDARD UTILITY DETAILS
City of Stuart Public Works Department
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TYPICAL LIFT STATION DATA

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg

SHEET NUMBER 53

THIS DRAWING DEPICTS A GENERAL SITE PLAN ONLY. THE ENGINEER OF RECORD SHALL ORIENT THE COMPONENTS OF THE SYSTEM TO MEET SPECIFIC SITE PLAN CONDITIONS



NOTES:
1. MINIMUM 12" WIDE ASPHALT OR CONCRETE ENTRANCE ROAD.
2. ENTRANCE ROAD TO BE EITHER CONCRETE OR ASPHALT AND CONFORM TO FDOT SPECIFICATIONS.
3. PROVIDE TWO (2) EA FDOT WIDE SWING OPEN GATES AT THE ENTRANCE ROAD AND A 10' WALK-IN GATE.
4. PROVIDE A FPL METER ON THE WATER SERVICE LINE WITH METER BOX THAN A REDUCED PRESSURE BACKFLOW PREVENTER AS PER CITY STANDARDS.
5. THE CHAIN LINK FABRIC SHALL BE HOT-DIPPED GALVANIZED AFTER WEAVING. THE SIZE OF MESH SHALL BE 2 INCHES AND THE SIZE OF COATED WIRE SHALL BE 9 GAGE. FABRIC HEIGHT SHALL BE 72 INCHES. PRIVACY SLATS TO BE INSTALLED.
6. ALL POSTS, RAILS AND APPURTENANCES SHALL BE HOT-DIPPED ZINC-COATED STEEL. PIPE POSTS SHALL HAVE TOPS WHICH EXCLUDE MOISTURE. END, CORNER, PULL AND GATE POSTS SHALL BE BRACED WITH THE SAME MATERIAL AS TOP RAIL AND TRUSSED TO LINE POSTS WITH 3/8" RODS AND TIGHTENERS.
7. TOP AND BOTTOM RAIL SHALL BE 1 5/8" OD STANDARD WEIGHT PIPE, 2.27 lbs PER FT. INTERMEDIATE POSTS SHALL BE 2" OD STANDARD WEIGHT PIPE, 2.27 lbs PER FT AND POSTS FOR SWING GATES SHALL BE 4" OD STANDARD WEIGHT PIPE, 9.11 lbs PER FT.
8. POSTS WHICH COME IN CONTACT WITH CONCRETE SHALL BE COATED WITH WATER BASE EPOXY.
9. LIFT STATION MUST BE SCREENED WITH OTHER LANDSCAPING (AT PLANT HEIGHT, NO GROW IN PERIOD) OR APPROVED SPACE FENCE MATERIAL.
10. WATER VALVE SHALL BE LOCATED @ OR NEAR CONNECTION TO FORCEMAIN.

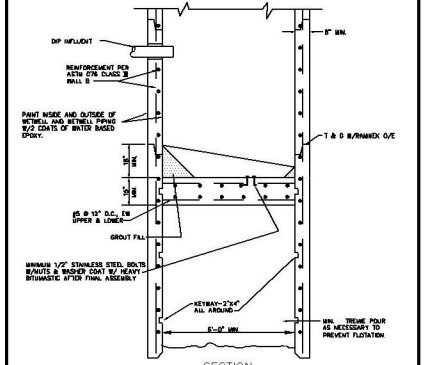
TYPICAL LIFT STATION SITE PLAN

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL LIFT STATION PLAN

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg

SHEET NUMBER 54



SECTION

NOTES:
1. CONCRETE WETWELL SECTIONS SHALL BE CONNECTED BY STEEL STRAPS. CONTRACTOR SHALL SUBMIT METHOD TO CITY OF STUART PUBLIC WORKS DEPARTMENT FOR APPROVAL ALONG WITH SHOP DRAWINGS.
2. SEE TYPICAL LIFT STATION DETAILS FOR ADDITIONAL DESIGN AND CONSTRUCTION STANDARDS.
3. BUOYANCY CALCULATIONS SHALL BE SUBMITTED TO THE CITY FOR REVIEW. DESIGN CRITERIA SHALL BE BASED ON DEPTH OF GROUNDWATER AT FINISHED GRADE ELEVATION.

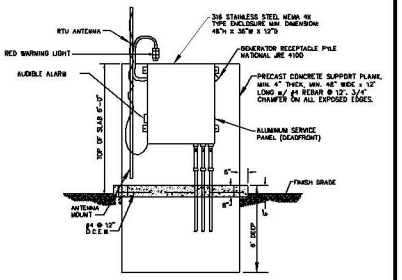
LIFT STATION TREMIE POUR DETAIL

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

LIFT STATION TREMIE POUR DETAIL

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg

SHEET NUMBER 55



NOTES:
1. ELECTRIC METER AND PRIMARY DISCONNECT MOUNTED ON BACK SIDE OF PANEL.
2. EMERGENCY GENERATOR RECEPTACLES: PYLE NATIONAL PRJ 4100 (100 amp), 2044FR (200 amp).
3. ALL POWER AND CONTROLS LINES SHALL BE CONTINUOUS (NO SPLICES).
4. POWER SUPPLY MECHANICALLY INTERLOCKED.
5. GROUND FAULT INTERRUPTER ON CONVENIENCE RECEPTACLE.
6. CONTROL PANEL SHALL BE UL LISTED AS A UNIT.
7. TELEMETRY CONDUIT SHALL BE INSTALLED BY THE CONTRACTOR WITH SWEEP 90 DEGREE BEND.
8. ALL HARDWARE, NUTS & BOLTS, AND APPURTENANCES ABOVE GROUND SHALL BE 316 STAINLESS STEEL.
9. TCU FOR DATA FLOW MOUNTED INSIDE PANEL.

TYPICAL L/S CONTROL PANEL

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TYPICAL L/S CONTROL PANEL

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg

SHEET NUMBER 56

ENGINEERS & SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9035
L.B. CERTIFICATE OF AUTHORIZATION 6089

EDC DESIGNED BY: JLM
DRAWN BY:
20-313 preliminary set of dwg FILENAME:
Utility Details (4)
LAYOUT:
AS SHOWN
SCALE:
DATE:
ISSUE:

REVISION COMMENTS

KANNER CPUD

UTILITY DETAILS

STUART FLORIDA

DAVID C. BAGGETT, P.E. (DATE)
#81375

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

20-313

8 OF 9

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Z:\EDC 2020\20-313 - Costco Stuart - Kanner Highway\ENGINEERING\Acad\20-313 Preliminary Eng Pl.dwg, Utility Details (4), 3/19/2021 8:49:54 AM, Jessica, EDC, Inc.

208V, 3ø, 4W, DUPLEX LIFT STATION EQUIPMENT SCHEDULE							
SERVICE CONDUIT & WIRE	MOTOR H.P.	STARTER NEMA SIZE	PUMP C.B. RATING	MCB & FDS RATING	SERVICE DISC. RATING	REM. RECEPT.	SPECIFIC NOTES
5ø,1"C	1/2	1	15	30	30/30	⑦	
5ø,1"C	3/4	1	15	30	30/30	⑦	
5ø,1"C	1	1	15	30	30/30	⑦	
5ø,1"C	1-1/2	1	15	30	30/30	⑦	
5ø,1"C	2	1	15	30	30/30	⑦	
3ø,1-1/4"CC	3	1	20	40	40/60	⑦	
3ø,1-1/4"CC	5	1	40	80	80/100	⑦	
3ø,1-1/4"CC	7-1/2	1	50	80	80/100	⑦	
4#3,1ø,1-1/4"C	10	2	80	100	100/100	⑦	
4-1/0,1ø,2"C	15	3	80	150	150/200	⑥	
4-3/0,1ø,2-1/2"C	20	3	90	150	200/200	⑤	⑤
240V, 1ø, 3W, DUPLEX LIFT STATION EQUIPMENT SCHEDULE ⑤							
SERVICE CONDUIT & WIRE	MOTOR H.P.	STARTER NEMA SIZE	PUMP C.B. RATING	MCB & FDS RATING	SERVICE DISC. RATING	REM. RECEPT.	SPECIFIC NOTES
4ø,1"C	1/4	1	15	30	30/30	⑧	
4ø,1"C	1/3	1	15	30	30/30	⑧	
4ø,1"C	1/2	1	15	30	30/30	⑧	
4ø,1"C	3/4	1	15	30	30/30	⑧	
4ø,1"C	1	1	15	40	40/60	⑧	
4ø,1"C	1-1/2	1	20	40	40/60	⑧	
4ø,1"C	2	1	25	50	50/60	⑧	
3ø,1ø,1"C	3	1	35	80	60/60	⑧	④

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

LIFT STATION EQUIPMENT SCHEDULE

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg
SHEET NUMBER 59

GENERAL ELECTRICAL NOTES

1. SERVICE CONDUIT AND WIRE INDICATED IN SCHEDULE SHALL BE 100 FEET OR LESS FOR LENGTHS GREATER THAN 100 FEET, PROVIDE FLORIDA REGISTERED ELECTRICAL ENGINEER'S DESIGN.
2. INTERRUPTING RATINGS OF ALL SHORT CIRCUIT AND GROUND FAULT PROTECTION EQUIPMENT SHALL BE PROVIDED AS PER THE DESIGN OF A FLORIDA REGISTERED ELECTRICIAN ENGINEER. A FAULT CURRENT LETTER FROM FPL SHALL BE PROVIDED.
3. FOR MOTOR HP NOT EQUAL TO NEC STANDARD SIZE, USE THE NEXT STANDARD SIZE RATING.
4. THE PREFERRED POWERS SUPPLY FOR LIFT STATIONS SHALL BE 240V, 3PH, 4W.
5. GRINDER LIFT STATIONS (LESS THAN 2 HP) SHALL BE PROVIDED WITH AN AUTO DIALER SYSTEM AND REGULAR LIFT STATIONS (LARGER THAN 2 HP) SHALL BE PROVIDED WITH AN RTU SYSTEM.

SPECIFIC ELECTRICAL NOTES

① SPECIAL SERVICE VOLTAGE MAY BE PERMITTED BY PERMISSION OF THE CITY OF STUART. THE PREFERRED VOLTAGE FOR 15 HP AND LESS IS 230V, 3ø, 4W.

② COORDINATE WITH ELECTRICAL UTILITY. PROVIDE REDUCED VOLTAGE STARTERS AS REQUIRED.

③ SPECIAL SERVICE VOLTAGE MAY BE PERMITTED BY PERMISSION OF THE CITY OF STUART. THE PREFERRED VOLTAGE FOR 20 HP AND GREATER IS 480V, 3ø, 3W.

④ SPECIAL SERVICE VOLTAGE MAY BE PERMITTED BY PERMISSION OF THE CITY OF STUART. THE PREFERRED VOLTAGE FOR 3 HP AND LESS IS 230V, 3ø, 4W.

⑤ FOR SMALL GRINDER PUMP STATIONS WHERE ONLY 1ø, 240, 3W SERVICE IS AVAILABLE; PROVIDE CAPACITOR SYSTEM TO PROVIDE 3ø POWER OUTPUT TO PUMPS.

⑥ CITY DOES NOT CURRENTLY USE 480V STANDBY PORTABLE GENERATORS THEREFORE DIESEL ENGINE PUMPS OR LOCAL DIESEL STAND BY GENERATORS SHALL BE PROVIDED.

⑦ PROVIDE 120/240V, 3ø, 4W, WITH GROUND, MALE RECEPTACLE, 100 AMP, PYLE NATIONAL PART NUMBER JRE4100. CONFIRM WITH CITY BEFORE CONSTRUCTION.

⑧ PROVIDE 120/240V, 3ø, 4W, WITH GROUND, MALE RECEPTACLE, 200 AMP, RUSSELSTOLL PART NUMBER 7273144. CONFIRM WITH CITY BEFORE CONSTRUCTION.

⑨ PROVIDE 120/240V, 1ø, 3W, WITH GROUND, MALE RECEPTACLE, HUBBELL 8450A. CONFIRM WITH CITY BEFORE CONSTRUCTION.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

ELECTRICAL NOTES

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg
SHEET NUMBER 60

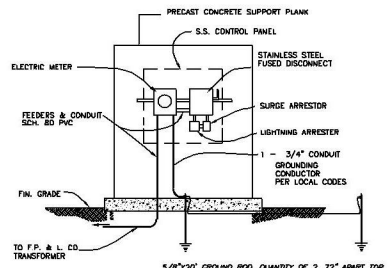
ELECTRICAL LEGEND

A	AMBER LENS	IL	INDICATING LIGHT
AB	ALARM BELL	ISR	INTRINSICALLY SAFE RELAY
AL	ALARM LIGHT	LA	LIGHTNING ARRESTOR
ALT	ALTERNATOR	LS	LEVEL SWITCH
ASB	ALARM SILENCE PUSH BUTTON	MCB	MAIN CIRCUIT BREAKER
ASR	ALARM SILENCE RELAY	MS	MAGNETOR
CR	CONTROL RELAY	OL	HEATER
CCB	CONTROL CIRCUIT BREAKER	PCB	PUMP CIRCUIT BREAKER
ETM	ELAPSED TIME METER	PM	PHASE MONITOR
ECB	EMERGENCY CIRCUIT BREAKER	PS	PRESSURE SWITCH
FL	FLASHER	R	RED LENS
F	FUSE	RL	RUN LIGHT
GFI	CONVENIENCE RECEPTACLES	RTU	REMOTE TELEMETRY UNIT
GP	GENERATOR PLUG	SD	SURGE DAPACITOR
GR	GENERATOR RECEPTACLE	XFMR	TRANSFORMER
HOA	HAND OFF AUTO SWITCH		

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

ELECTRICAL LEGEND

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg
SHEET NUMBER 61



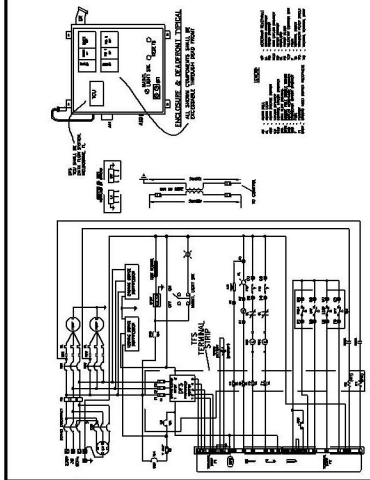
NOTES:

1. NO PENETRATION THROUGH PANEL TOPS.

STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

U/S CONTROL PANEL REAR VIEW

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg
SHEET NUMBER 62



STANDARD UTILITY DETAILS
City of Stuart Public Works Department
121 S.W. Flagler Avenue, Stuart, Florida 34994
(772) 288-5300

TCU PANEL

DATE: OCTOBER, 2016
FILE NAME: 2016 CDS Std Details.dwg
SHEET NUMBER 63

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SUITE 201
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L.B. CERTIFICATE OF AUTHORIZATION 8089

EDC DESIGNED BY: AJW
DRAWN BY:
20-313 preliminary set of dwg FILENAME: Utility Details (5)
LAYOUT
AS SHOWN SCALE
DRAWING NO.
DATE

REVISION COMMENTS

KANNER CPUD

UTILITY DETAILS

FLORIDA

STUART

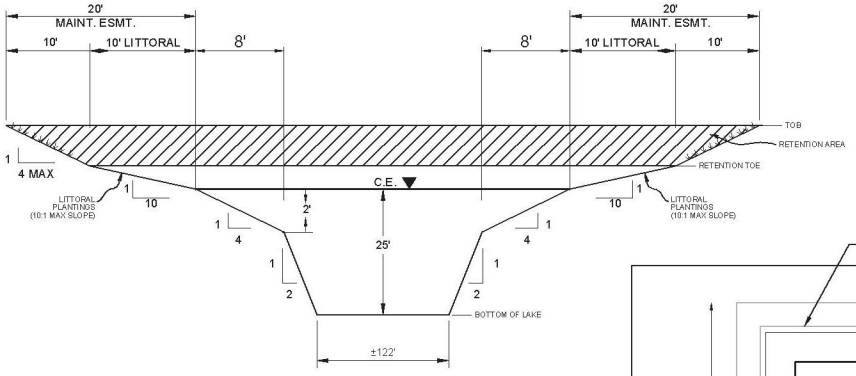
DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
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772-462-2455

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9 OF 9

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TYPICAL LAKE SECTION A-A

Cut/Fill Report

Generated: 2021-03-10 16:10:38

By user: Mark

Drawing: Z:\EDC-2020\20-313 - Costco Stuart - Kanner Highway\ENGINEERING\AutoCAD\DWGs\Z:\EDC-2020\20-313 - Costco Stuart - Kanner Highway\ENGINEERING\AutoCAD\DWGs\20-313 Detention Area Exhibit.dwg

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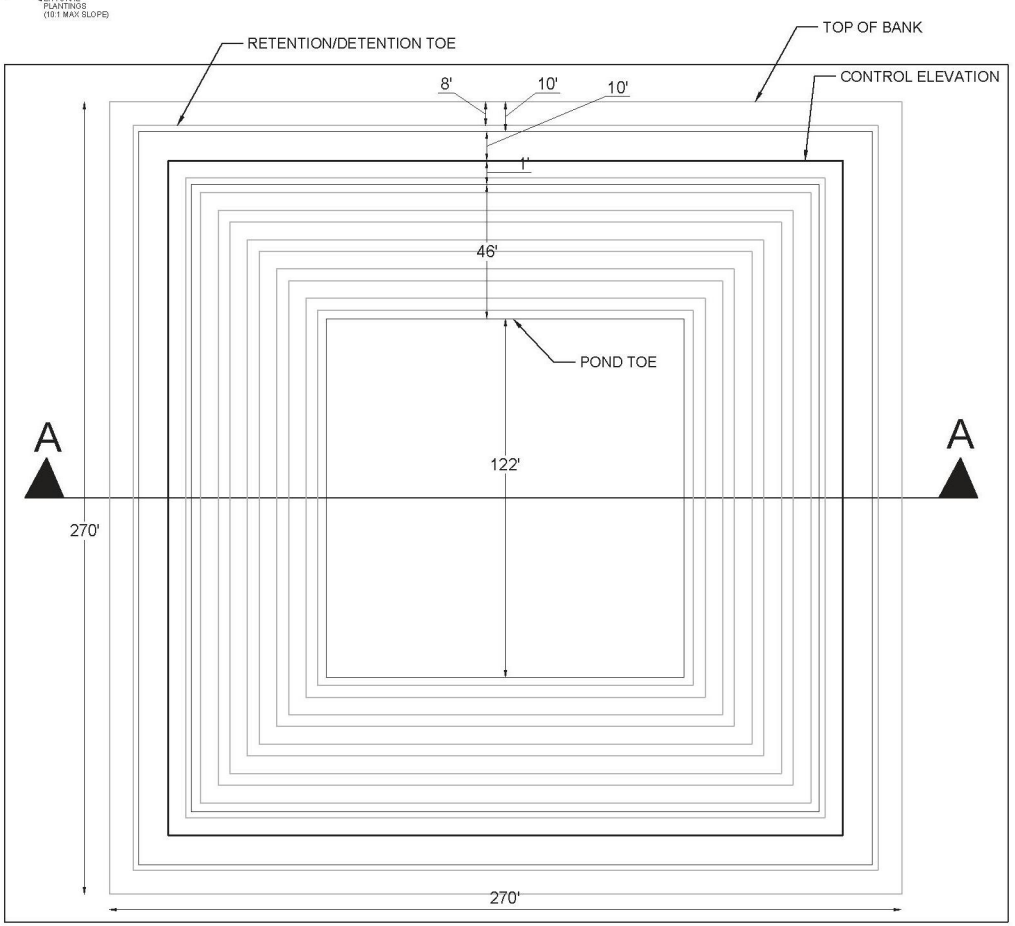
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Totals

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* Value adjusted by cut or fill factor other than 1.0

file:///C:/Users/Mark/AppData/Local/Temp/CutFillReport.xml 3/10/2021



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L.B. CERTIFICATE OF AUTHORIZATION 6988

MAIL	03/10/21
TECHNICIAN BY	MDL
DRAWN BY	MDL
20-313 Detention Area exhibit.dwg	
FILENAME	
Retention Exhibit	
LAYOUT	
AS SHOWN	
SCALE	
1IN=#FEET	
DATE	

REVISION COMMENTS

KANNER HIGHWAY PUD

LAKE EXCAVATION VS RETENTION EXHIBIT

STUART FLORIDA

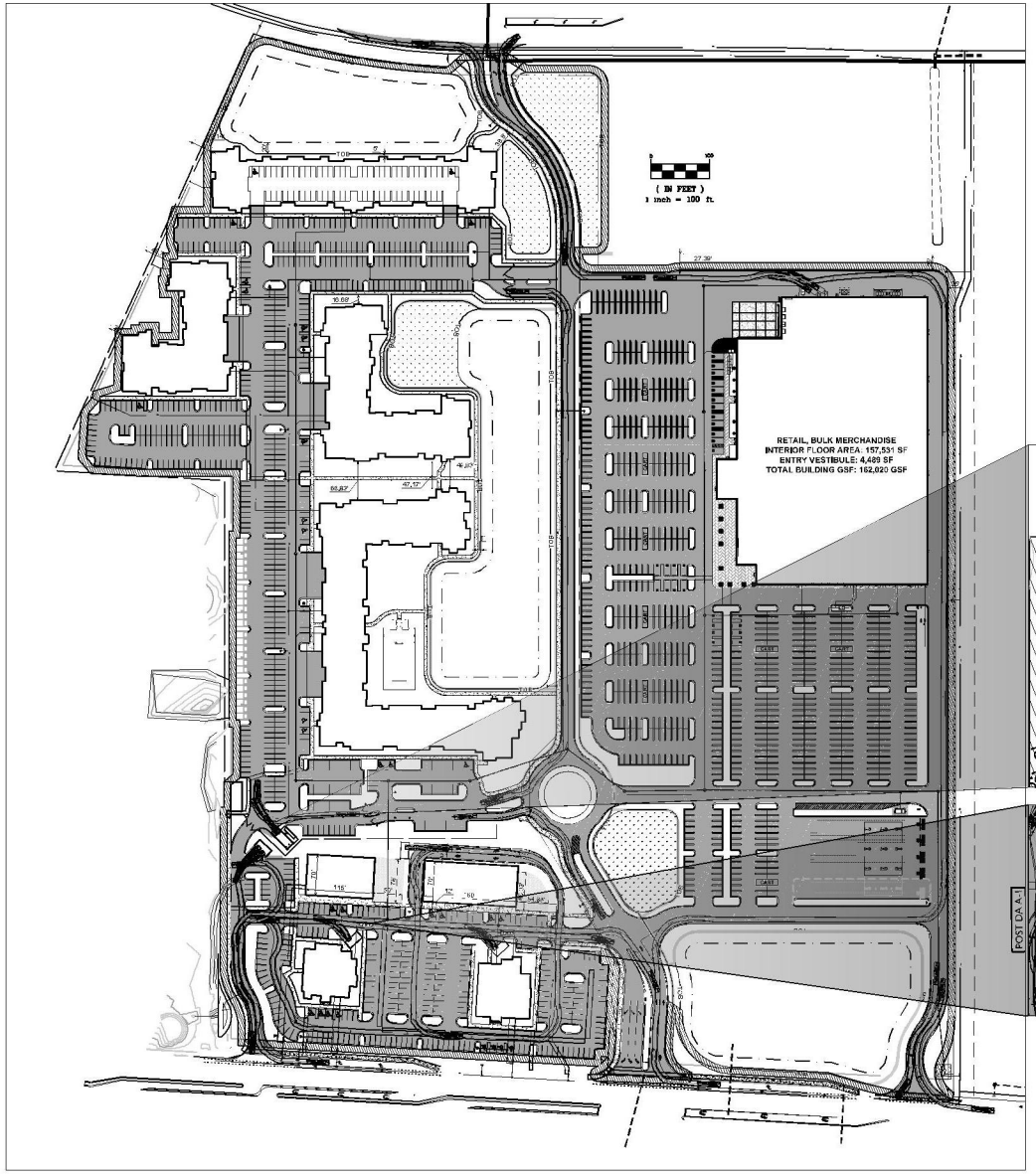
DAVID C. BAGGETT, P.E.(DATE)
#81375

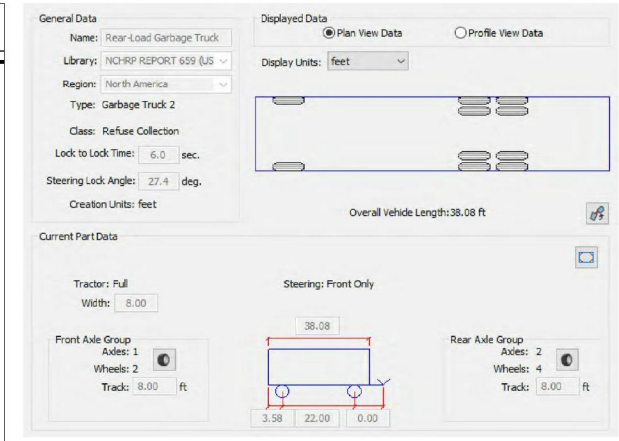
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

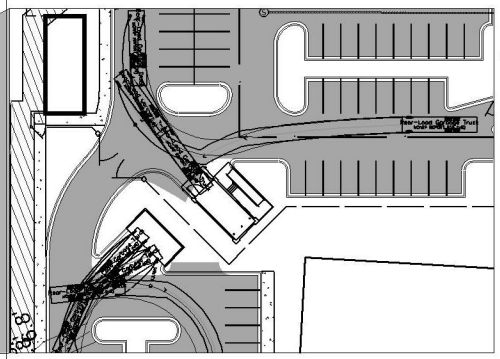
20-313

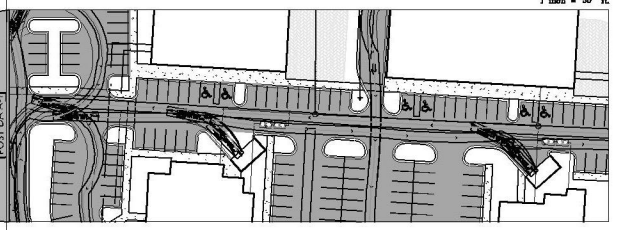
1 OF 1

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LEGEND	
	EXISTING METER
	PROPOSED SIGN
	PROPOSED MITERED END SECTION
	HANDICAP PARKING SYMBOL
	EXISTING CONCRETE
	EXISTING PAVEMENT
	PROPOSED PAVEMENT
	PROPOSED CONCRETE

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www.sdo-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8088

DESIGNED BY: EB
DRAWN BY: JJG
CHECKED BY: ATURN GARBAGE TRUCK LAYOUT
SCALE: AS SHOWN
DRAWING NO.: 20-313 EX2
FILENAME: K:\Projects\20-313 Costco Stuart - Kanner Highway\ENGINEERING\AutoCAD\DWGs\20-313 - Costco Master Site Plan4 AUTOTURN.dwg

REVISION COMMENTS
DATE

KANNER CPUD
GARBAGE TRUCK TURNING EXHIBIT
STUART FLORIDA

(DATE)

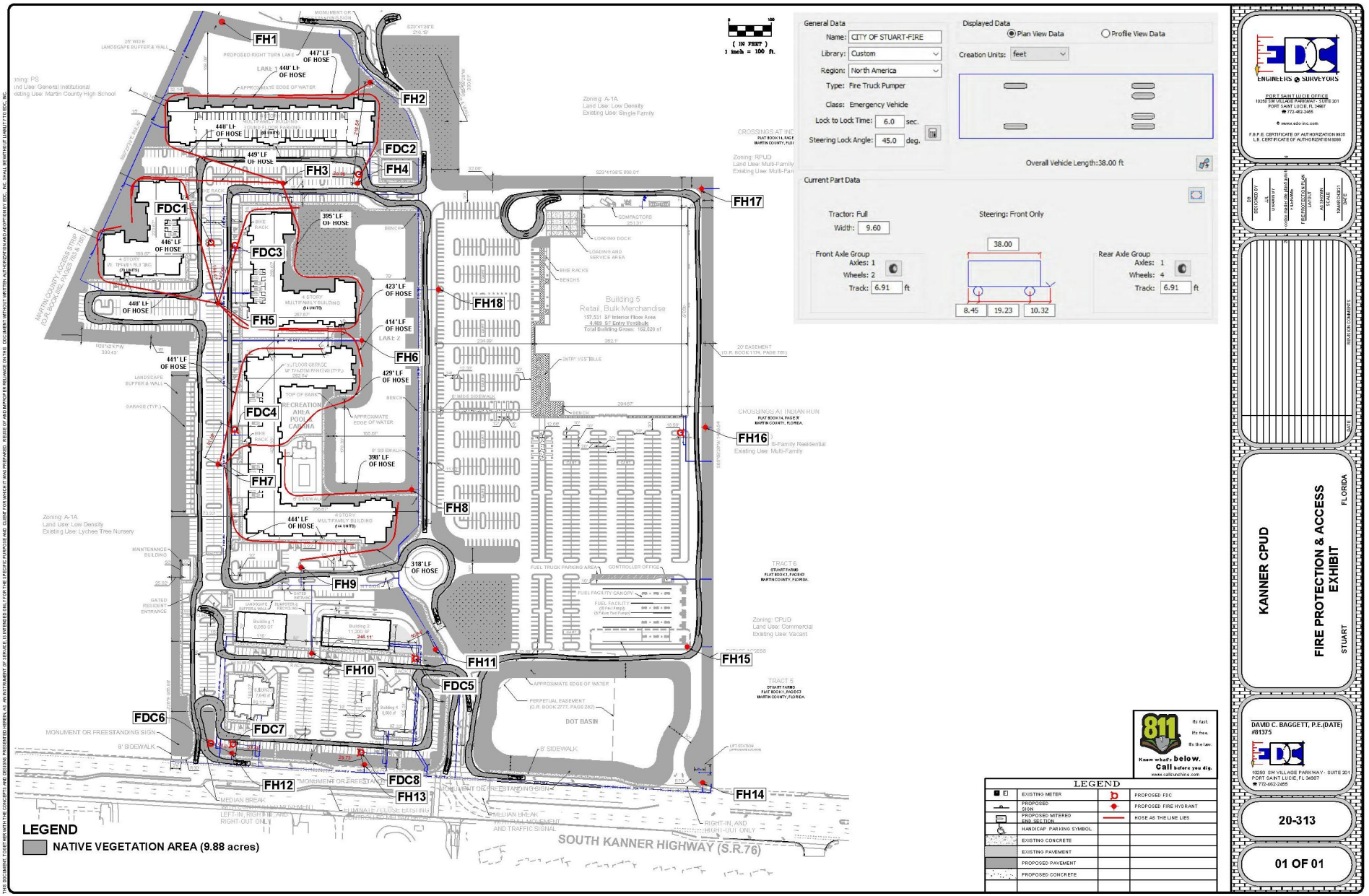
10250 SW VILLAGE PARKWAY - SUITE 201
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☎ 772-462-2455

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01 OF 01

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Z:\EDC 2020\20-313 - Costco Stuart - Kanner Highway\ENGINEERING\AutoCAD\DWGs\20-313 - Costco Master Site Plan4 AUTOTURN.dwg, A-TURN GARBAGE TRUCK, 3/18/2021 10:53:25 AM, James, EDC, Inc.



(IN FEET)
1 inch = 100 ft.

General Data

Name: CITY OF STUART-FIRE
Library: Custom
Region: North America
Type: Fire Truck Pumper
Class: Emergency Vehicle
Lock to Lock Time: 6.0 sec.
Steering Lock Angle: 45.0 deg.

Displayed Data

Plan View Data / Profile View Data
Creation Units: feet
Overall Vehicle Length: 38.00 ft

Current Part Data

Tractor: Full
Width: 9.60
Steering: Front Only
38.00
8.45 | 19.23 | 10.32

Front Axle Group
Axles: 1
Wheels: 2
Track: 6.91 ft

Rear Axle Group
Axles: 1
Wheels: 4
Track: 6.91 ft

LEGEND

EXISTING METER		PROPOSED FDC	
PROPOSED SIGN		PROPOSED FIRE HYDRANT	
PROPOSED MITERED END SECTION		HOSE AS THE LINE LIES	
HANDICAP PARKING SYMBOL			
EXISTING CONCRETE			
EXISTING PAVEMENT			
PROPOSED PAVEMENT			
PROPOSED CONCRETE			

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L.B. CERTIFICATE OF AUTHORIZATION 8088

DESIGNED BY: JAL
DRAWN BY: JAL
CHECKED BY: DCB
FIRE PROTECTION PLAN LAYOUT
AS SHOWN
SCALE
DRAWING NO.
DATE

REVISION COMMENTS

KANNER CPUD
FIRE PROTECTION & ACCESS EXHIBIT
STUART FLORIDA

DAVID C. BAGGETT, P.E.(DATE)
#81375

EDC
10250 SW VILLAGE PARKWAY - SUITE 201
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ELECTRICAL SHEET INDEX

E0.1	ELECTRICAL NOTES, LEGEND & INDEX
E1.1	SITE PHOTOMETRIC PLAN
E1.2	SITE PHOTOMETRIC PLAN
E1.3	SITE PHOTOMETRIC PLAN
E1.4	SITE PHOTOMETRIC PLAN
E1.5	SITE PHOTOMETRIC PLAN
E1.6	SITE PHOTOMETRIC PLAN
E1.7	SITE PHOTOMETRIC PLAN
E1.8	SITE PHOTOMETRIC PLAN
E1.9	SITE PHOTOMETRIC PLAN
E1.10	SITE PHOTOMETRIC PLAN
E1.11	SITE PHOTOMETRIC PLAN

SESCO LIGHTING

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMPS Qty	LAMPS Type	LAMPS Total Wattage	DIMMER	VOLTS	MOUNTING	REMARKS
P	VISIONAIRE LIGHTING	VLX-T3-192LC-7-40-XXX-MA-XX-WSC-40.0.0	SINGLE HEAD LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 33.5' AFG	INCL	LED	421	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,3
P1	VISIONAIRE LIGHTING	VLX-T-TSW-160LC-7-40-XXX-MA-XX-WSC-40.0.0	SINGLE HEAD LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 33.5' AFG	INCL	LED	353	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,3
P2	VISIONAIRE LIGHTING	(2)VLX-T-TSW-160LC-7-40-XXX-MA-XX-WSC-40.0.0	DOUBLE HEAD LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 33.5' AFG	INCL	LED	705	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,3
P3	VISIONAIRE LIGHTING	(3)VLX-T-TSW-160LC-7-40-XXX-MA-XX-WSC-40.0.0	TRIPLE HEAD LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 33.5' AFG	INCL	LED	1058	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,3
P4	VISIONAIRE LIGHTING	(4)VLX-T-TSW-160LC-7-40-XXX-MA-XX-WSC-40.0.0	QUAD HEAD LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 33.5' AFG	INCL	LED	1412	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,3
P5	VISIONAIRE LIGHTING	VLX-T3-192LC-5-40-XXX-MA-XX-WSC-40.0.0-3.5-TO	SINGLE HEAD LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 20' AFG	INCL	LED	267	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,3
W	VISIONAIRE LIGHTING	VWX-T-TSW-80LC-7-40-XXX-MA-XX-WSC-DD	WALL MOUNTED LED SITE LUMINAIRE FOR COSTCO SITE, MOUNTED 20' AFG	INCL	LED	177	0-1%-DIMMER ON/OCC/WP	PER PLAN	WALL	1,2
SA	VISIONAIRE LIGHTING	VLX-T2-160LC-5-40-XXX-MA-XX-WSC-40.0.0	SINGLE HEAD LED SITE LUMINAIRE ON CONCRETE POLE, MOUNTED 20' AFG	INCL	LED	267	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,4
SB	VISIONAIRE LIGHTING	VLX-T-TSW-160LC-5-40-XXX-MA-XX-WSC-40.0.0	SINGLE HEAD LED SITE LUMINAIRE ON CONCRETE POLE, MOUNTED 28' AFG	INCL	LED	355	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,4
SC	VISIONAIRE LIGHTING	VLX-T3-160LC-5-40-XXX-MA-XX-WSC-40.0.0	SINGLE HEAD LED SITE LUMINAIRE ON CONCRETE POLE, MOUNTED 20' AFG	INCL	LED	171	0-1%-DIMMER ON/OCC/WP	PER PLAN	POLE	1,2,4

LIGHTING SCHEDULE NOTES:

1. PROVIDE SUBMITTALS FOR ARCHITECT/OWNER REVIEW PRIOR TO ORDERING. NO SUBSTITUTION ALLOWED.
2. PHOTOCELL SHALL BE INTEGRAL TO LUMINAIRE AND AUTOMATICALLY DIMMER TO 50% TO OTHER THAN WHEN IT TO DIM TO HIGH OF MANUFACTURE CUSTOMIZATION, OR WHEN NO ACTIVITY FOR 15 MINUTES, PER 7TH EDITION FBC, CH20 2.5.
3. POLE MOUNT PER COSTCO POLE DETAIL. PROVIDE CERTIFIED WIND LOAD CALCULATION TO MEET 170MPH, SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.
4. POLE MOUNT ON PRECAST BURIAL CONCRETE POLE. PROVIDE CERTIFIED WIND LOAD CALCULATION TO MEET 170MPH, SIGNED AND SEALED BY FLORIDA REGISTERED ENGINEER.

Luminaire Schedule

Project: COSTCO STUART SITE REV2 05-11-2021

Symbol	Qty	Label	[MANUFAC]	Description	Arr. Lum. Lumens	LLF	Lum. Watts	Total Watts
	4	P	Visionaire Lighting LLC	VLX-T3-192LC-7-4K-UNV POLE MOUNT 33.5' AFG	49856	0.900	421	1684
	1	P1	Visionaire Lighting LLC	VLX-T-TSW-160LC-7-4K-UNV POLE MOUNT 33.5' AFG	41691	0.900	353	353
	20	P2	Visionaire Lighting LLC	VLX-T-TSW-160LC-7-4K-UNV POLE MOUNT 33.5' AFG	83382	0.900	353	14120
	8	P3	Visionaire Lighting LLC	VLX-T-TSW-160LC-7-4K-UNV POLE MOUNT 33.5' AFG	125073	0.900	353	8354
	2	P4	Visionaire Lighting LLC	VLX-T-TSW-160LC-7-4K-UNV POLE MOUNT 33.5' AFG	97266	0.900	353	2824
	13	P5	Visionaire Lighting LLC	VLX-T3-160LC-5-4K-UNV-CLS POLE MOUNT 20' AFG	32774	0.900	267	3471
	5	W	Visionaire Lighting LLC	VWX-T-T4-80LC-7-4K-UNV WALL MOUNT 20' AFG	20859	0.900	177	885
	11	SA	Visionaire Lighting LLC	VLX-T2-160LC-5-4K-UNV-CLS POLE MOUNT 20' AFG	32774	0.900	267	4005
	28	SB	Visionaire Lighting LLC	VLX-T-TSW-160LC-5-5K-UNV POLE MOUNT 28' AFG	42951	0.900	366	9850
	9	SC	Visionaire Lighting LLC	VLX-T3-160LC-5-4K-UNV POLE MOUNT 20' AFG	23138	0.900	171	1539

Calculation Summary

Project: COSTCO STUART SITE REV2 05-11-2021

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
RESIDENTIAL PROP LINE NO. 9' AFG	Illuminance	Fc	0.00	0.2	0.0	N.A.	N.A.
RESIDENTIAL PROP LINE SO. 9' AFG	Illuminance	Fc	0.00	0.2	0.0	N.A.	N.A.
COSCTO WAREHOUSE PARKING	Illuminance	Fc	5.26	12.1	2.5	2.10	4.84
COSTCO MAIN WAREHOUSE ENTRANCE	Illuminance	Fc	7.67	9.5	5.2	1.48	1.83
ENTRY ROAD	Illuminance	Fc	2.34	7.3	0.6	4.73	11.67
MIXED USE SITE & PARKING	Illuminance	Fc	1.84	5.5	0.6	3.07	9.17

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ELECTRICAL LEGEND

- TELEPHONE OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 8" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
- DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 8" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
- TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNTED ABOVE COUNTER, SEE ARCHITECTURAL DRAWING FOR SPECIFIC REQUIREMENTS.
- TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
- TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT RUN TO THE NEAREST STUD WALL AND STUBBED OUT FROM WALL 6" ABOVE CEILING. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
- TELEVISION RECESSED OUTLET, LEGRAND "TVTWNTVSSWCC2". MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
- 20 AMP SINGLE RECEPTACLE (NEMA 5-20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
- 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
- 20 AMP QUADRUPLEX RECEPTACLE (NEMA 5-20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
- GFI 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) WITH GROUND FAULT CIRCUIT INTERRUPTER, MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET. UNLESS NOTED OTHERWISE.
- 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) MOUNTED ABOVE COUNTER SEE ARCHITECTURAL DRAWINGS FOR SPECIFIC REQUIREMENTS.
- 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
- 20 AMP QUADRUPLEX RECEPTACLE (NEMA 5-20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
- 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R), RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
- 20 AMP DUPLEX RECEPTACLE (NEMA 5-20R), CEILING MOUNTED.
- SPECIAL-PURPOSE RECEPTACLE
- JUNCTION BOX
- SINGLE GANG JUNCTION BOX FOR POWER CONNECTION TO MODULAR FURNITURE SYSTEM INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
- DOUBLE GANG JUNCTION BOX FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 8" FROM WALL.
- TELE/POWER POLE FOR TELEPHONE/DATA/POWER CONNECTION TO MODULAR FURNITURE & WIRE SYSTEM (SEE DETAIL THIS SHEET). INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER, WIREMOLD CATALOG # 2SDTP-4D W/IVORY FINISH.
- SPECIAL PURPOSE RECEPTACLE MOUNTED BELOW RAISE FLOOR.
- EXHAUST FAN. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
- $ SINGLE POLE, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
- $3 3-WAY, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
- $D SINGLE POLE, 20 AMP, SWITCH WITH DIMMER. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
- $M MOTOR RATED SWITCH
- $VS VACANCY SENSOR SWITCH, WATTSTOPPER, MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
- $ TWO POLE, 30 AMP SWITCH. MOUNT ADJACENT EQUIPMENT TO BE CONTROLLED.
- FACTORY MOUNTED DISCONNECT/STARTER (SEE MECHANICAL SCHEDULE)
- FUSIBLE DISCONNECT SWITCH A = POLES, B= FRAME SIZE, C= FUSE RATING
- FUSIBLE MOTOR STARTER DISCONNECT SWITCH A = POLES, B= NEMA SIZE, C= FUSE RATING
- GROUNDING ELECTRODE & CONDUCTOR SYSTEM
- TRANSFORMER
- ELECTRICAL PANELBOARD
- TELEPHONE WOOD BACKBOARD
- WP WEATHERPROOF
- T/C TIME CLOCK
- RE RELOCATED
- E EXISTING TO REMAIN
- A.F.F. ABOVE FINISH FLOOR
- CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
- LV CEILING MOUNTED LOW VOLTAGE DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
- DS CEILING MOUNTED DAY LIGHTING SENSOR. SENSOR TO CONTROL THE DIMMING OF ALL FIXTURES WITHIN 15' OF THE WINDOWS WITH IN ROOM.

ELECTRICAL SPECIFICATIONS

PART 1 – GENERAL

A. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND APPLICABLE SPECIFICATIONS. IF A PROBLEM IS ENCOUNTERED IN COMPLYING WITH THIS REQUIREMENT, CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY OF THE PROBLEM AND SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL ARCHITECT/ENGINEER HAS DIRECTED CORRECTIVE ACTION TO BE TAKEN.

B. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATIONS INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF.

C. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION) AND ALL CODES AND ORDINANCES OF THE AUTHORITY HAVING JURISDICTION. THE SPECIFICATION, CODES AND STANDARDS LISTED BELOW ARE UTILIZED IN THIS PROJECT.
1. NATIONAL ELECTRICAL CODE (NFPA-70)
2. CODE FOR SAFETY TO LIFE (NFPA-101)
3. STANDARD FOR THE INSTALLATION, MAINTENANCE AND USE OF LOCAL PROTECTIVE SIGNALING SYSTEMS (NFPA-72)
4. UNDERWRITERS' LABORATORIES (UL)
5. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
6. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
7. FEDERAL SPECIFICATION (FED. SPEC.)
8. INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA)
9. FLORIDA BUILDING CODE. FBC 2017 EDITION
10. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
11. CITY OF STUART BUILDING CODE. (AMENDMENTS TO FLORIDA BUILDING CODE FBC 2017)
12. ADDITIONALLY, DESIGNS, WORK PRACTICES AND CONDITIONS MUST CONFORM WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)

D. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT. CONFIRM WITH OWNER'S REPRESENTATIVE.

E. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.

F. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FROM A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.

G. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THERE BY.

H. ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR TO OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. THE TERM "PROVIDED" AS USED IN THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS SHALL MEAN THAT THE CONTRACTOR IS TO FURNISH, INSTALL AND CONNECT COMPLETE.

PART 2 – PRODUCTS

A. MINIMUM WIRE SIZE SHALL BE #12 A.W.G. (EXCEPT AS NOTED OTHERWISE FOR CONTROL WIRING). ALL CONDUCTORS SHALL BE COPPER CONDUCTIVITY, COPPER WITH "THHN-THWN" INSULATION UNLESS OTHERWISE NOTED.

B. ELECTRICAL METALLIC TUBING (EMT) SHALL BE OF BEST QUALITY STEEL, SMOOTH INSIDE AND OUT AND SHALL BE HOT-DIPPED GALVANIZED.

C. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.

D. RIGID NONMETALIC CONDUIT SHALL BE SCHEDULE 40 PVC.

E. ALL MATERIALS SHALL BE NEW AND BEAR UNDERWRITERS' LABELS WHERE APPLICABLE.

F. PANELBOARDS:
1. CURRENT CARRYING BUSES SHALL BE COPPER. GROUND BUS BARS SHALL BE COPPER.
2. ALL CIRCUIT BREAKERS SHALL BE BOLT ON TYPE-PLUG-IN BREAKERS ARE NOT ACCEPTABLE.
3. CIRCUIT BREAKERS USED AS SWITCHES IN FLUORESCENT OR HID LIGHTING CIRCUITS SHALL BE LISTED AND MARKED "SWD."
4. ALL CIRCUIT BREAKERS FEEDING MECHANICAL EQUIPMENT SHALL BE HACR TYPE.
5. A.I.C. RATINGS SHALL BE AS INDICATED ON PANELBOARD SCHEDULES.
6. ALL PANELBOARDS SHALL BE FURNISHED WITH PLASTIC LAMINATE NAMEPLATES WITH 1/4" ENGRAVED LETTERING FOR PANEL IDENTIFICATION.
7. ALL PANELBOARDS SHALL BE PROVIDED WITH TYPE-WRITTEN DIRECTORY OF BRANCH CIRCUIT DESIGNATIONS.

G. DISCONNECT SWITCHES SHALL BE H.P. RATED, HEAVY DUTY, QUICK-MAKE, QUICK-BREAK. ENCLOSURES SHALL BE NEMA-1 FOR INDOOR LOCATIONS, NEMA 3R FOR OUTDOOR LOCATIONSOR AS OTHERWISE NOTED.

H. MOTOR STARTERS SHALL BE MANUAL OR MAGNETIC AS INDICATED ON THE ELECTRICAL DRAWINGS, WITH OVERLOAD RELAYS IN EACH PHASE.
WIRING DEVICES (GENERAL PURPOSE RECEPTACLES AND WALL SWITCHES) COLOR SHALL BE COORDINATED WITH CLIENT.

I.

PART 3 – EXECUTION

A. COLOR CODING OF CONDUCTORS SHALL BE AS FOLLOWS:
1. 208/120 VOLTS, 3 PHASE, 4-WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BLACK, 1 RED AND 1 BLUE. GROUNDED [NEUTRAL] CONDUCTOR: WHITE. GROUNDING CONDUCTORS SHALL BE GREEN.
2. 480/277 VOLT, 3-PHASE, 4-WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BROWN, 1 YELLOW, AND 1 PURPLE. GROUNDED (NEUTRAL) CONDUCTORS: GREY. GROUNDING CONDUCTORS SHALL BE GREEN.
3. BRANCH CIRCUIT WIRING (#6 AND SMALLER) SHALL BE COLOR CODED BY CONTINUOUS INSULATION COLOR AND FEEDERS AND SERVICES (#4 AND LARGER) SHALL BE CODED AT ALL JUNCTION OR PULL POINTS (EXCEPT LB'S OR LBD'S) USING COLOR MARKERS OR PLASTIC TAPE MANUFACTURED FOR THE PURPOSE.

B. WIRING METHODS.
1. ALL CONDUCTORS SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE NOTED, SPECIFIED OR AS SPECIFICALLY PROHIBITED BY THE AUTHORITY HAVING JURISDICTION. ALL FITTINGS AND COUPLINGS FOR EMT CONDUIT SHALL BE STEEL RAIN TIGHT COMPRESSION TYPE OR ALL STEEL CONCRETE TIGHT SET SCREW TYPE.
2. SCHEDULE 40 PVC CONDUIT, WITH FITTINGS AND COUPLINGS APPROPRIATE FOR THE USE, SHALL BE INSTALLED UNDERGROUND OR BELOW SLABS ON GRADE.
3. TYPE MC CABLE WITH ALUMINUM ARMOR AND INTERNAL GROUND IS ACCEPTABLE FOR USE AS GENERAL BRANCH CIRCUIT WIRING FOR CIRCUITS 20 AMPERES OR LESS AND CONCEALED IN WALLS OR ABOVE SUSPENDED CEILING AND AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

C. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. AND LOCAL CODES.

D. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/ARCHITECT.

E. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.

F. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELEPHONE COMPANIES, AND SHALL BE FULLY COORDINATED WITH THEM PRIOR TO COMMENCEMENT OF WORK.

G. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES, AND WIRING DEVICES, FOR ALL OUTLETS AS INDICATED.

H. MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SUCH AS APPEAR ON THE UL LIST OF APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF NEC, NEMA, AND IEEE.
CONTRACTOR SHALL SUBMIT AT LEAST FIVE (5) SETS OF SHOP DRAWINGS OR CUT SHEETS OF LIGHTING FIXTURES, SWITCHES, AND OTHER ELECTRICAL ITEMS FOR APPROVAL BY ENGINEER/ARCHITECT.
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK.

K. ALL LAY-IN LIGHTING FIXTURES SHALL BE SECURED TO THE SUSPENDED CEILING GRID AT EACH CORNER.

L. CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING.

M. ALL ELECTRICAL POWER WIRING FOR THE HVAC SYSTEM INCLUDING WIRING THRU LINE VOLTAGE CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

N. THE CONTRACTOR SHALL CONFIRM WITH THE ELECTRICAL UTILITY COMPANY ANY AND ALL REQUIREMENTS SUCH AS: METERING EQUIPMENT REQUIREMENTS AND METERING EQUIPMENT LOCATION, TRANSFORMER SIZE AND LOCATION OR SERVICE POINT, CONDUIT ENTRY AND LUG SIZE RESTRICTIONS. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED DOWN TIME FOR THE OWNERS CONFIRMATION.
ANY CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE

O. PROCEEDING WITH ANY WORK.
PER NEC 210.8(B)(2) ALL 15- AND 20-AMPERE, 125-VOLT RECEPTACLES IN NONDWELLING-TYPE KITCHENS TO BE GFCI PROTECTED.

P. BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3% DESIGN LOAD. FBC 2017 FBC ENERGY CONSERVATION SECTION 405.7.3.

Q. FEEDER CONDUCTORS SHALL BE SIZED FOR A MAXIMUM OF 2% VOLTAGE DROP PER 405.7.3.

ELECTRICAL NOTES

ISSUED FOR PERMIT ONLY 05-11-21
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PROJECT MANAGER: JOHN MAYR

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KANNER CPUD

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
8.21.2020	SLS	Initial Submittal
12.18.2020	SLS	1st Resubmittal



SCALE: 1" = 100'

0 50' 100' 200'

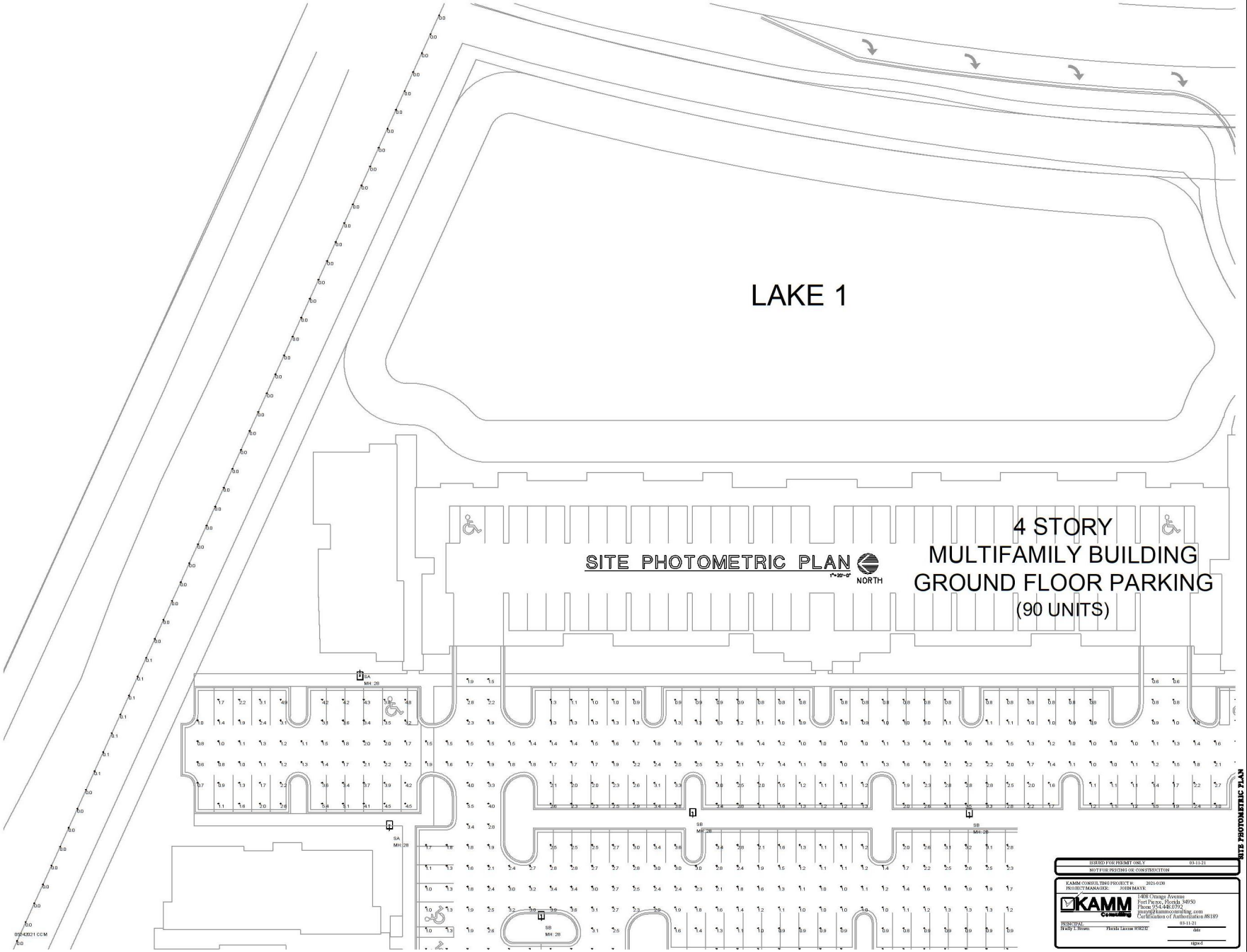


REG. # 1018
Thomas P. Lucido

Designer ---
Manager ---
Project Number ---
Municipal Number ---
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SITE PHOTOMETRIC PLAN

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PROJECT MANAGER: JOHN MAYR

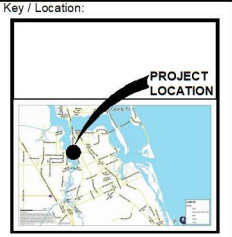
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NORTH

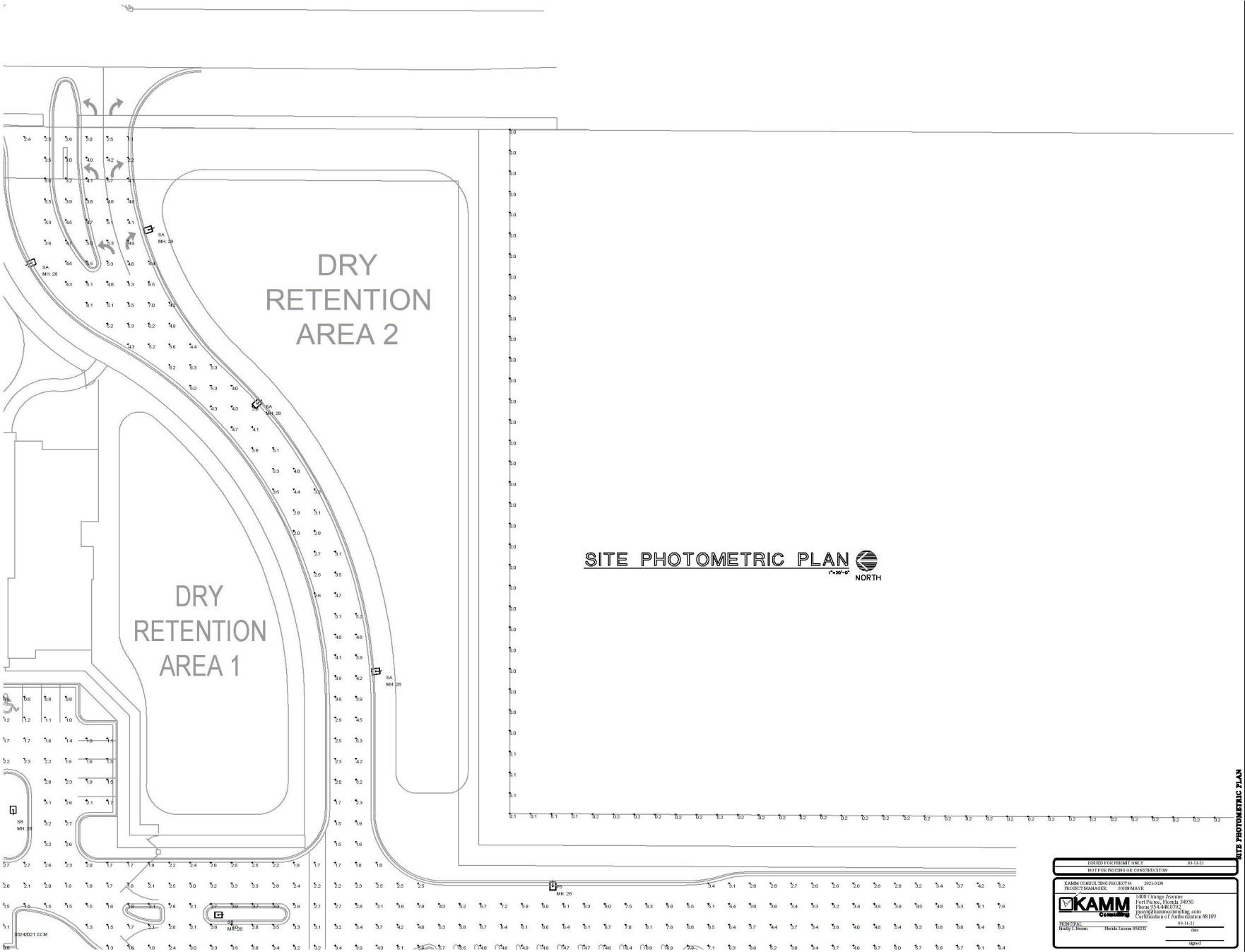
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NORTH

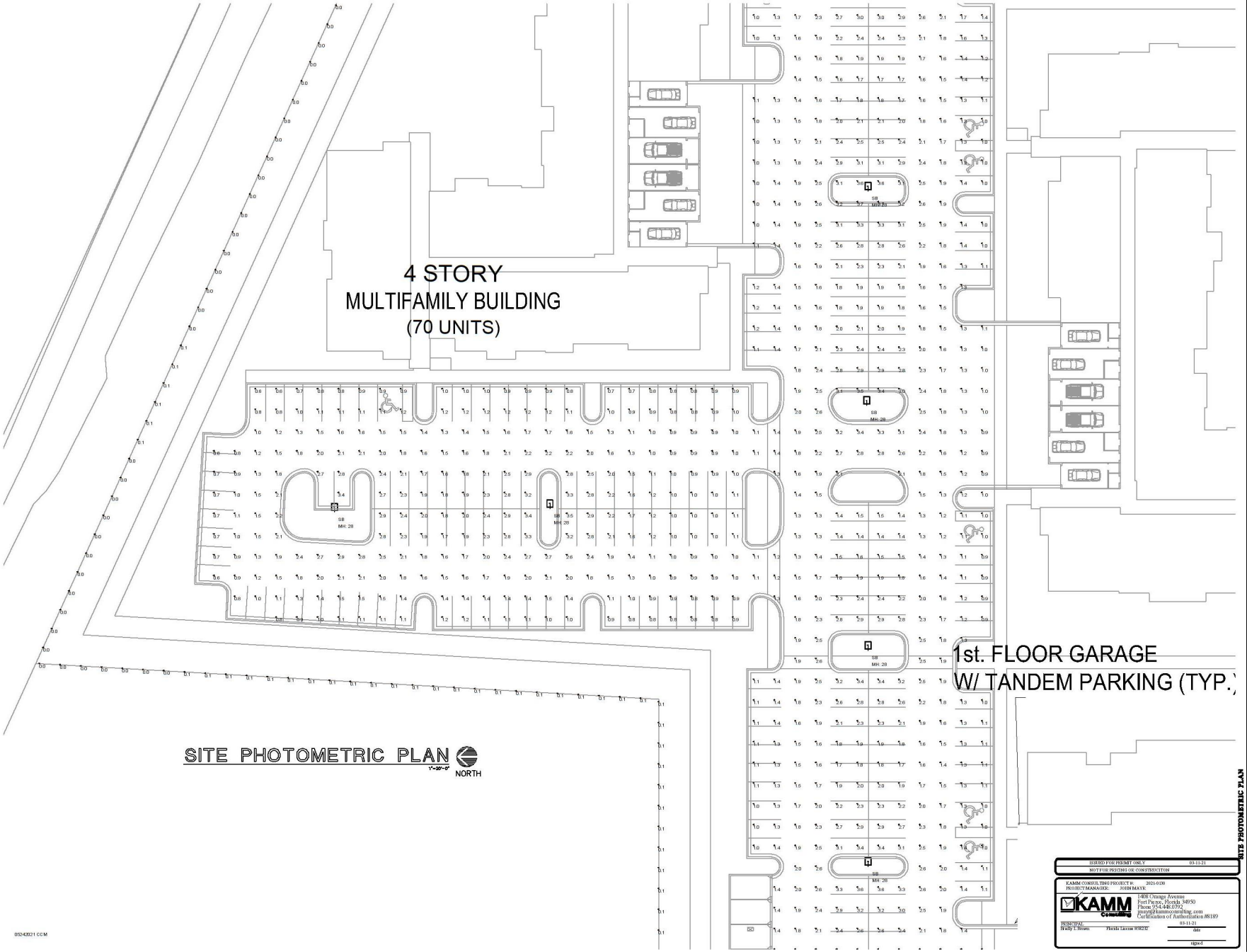
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Municipal Number	---	
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SITE PHOTOMETRIC PLAN

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KANNER CPUD
City of Stuart, Martin County, Florida

Master Site Plan

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NORTH

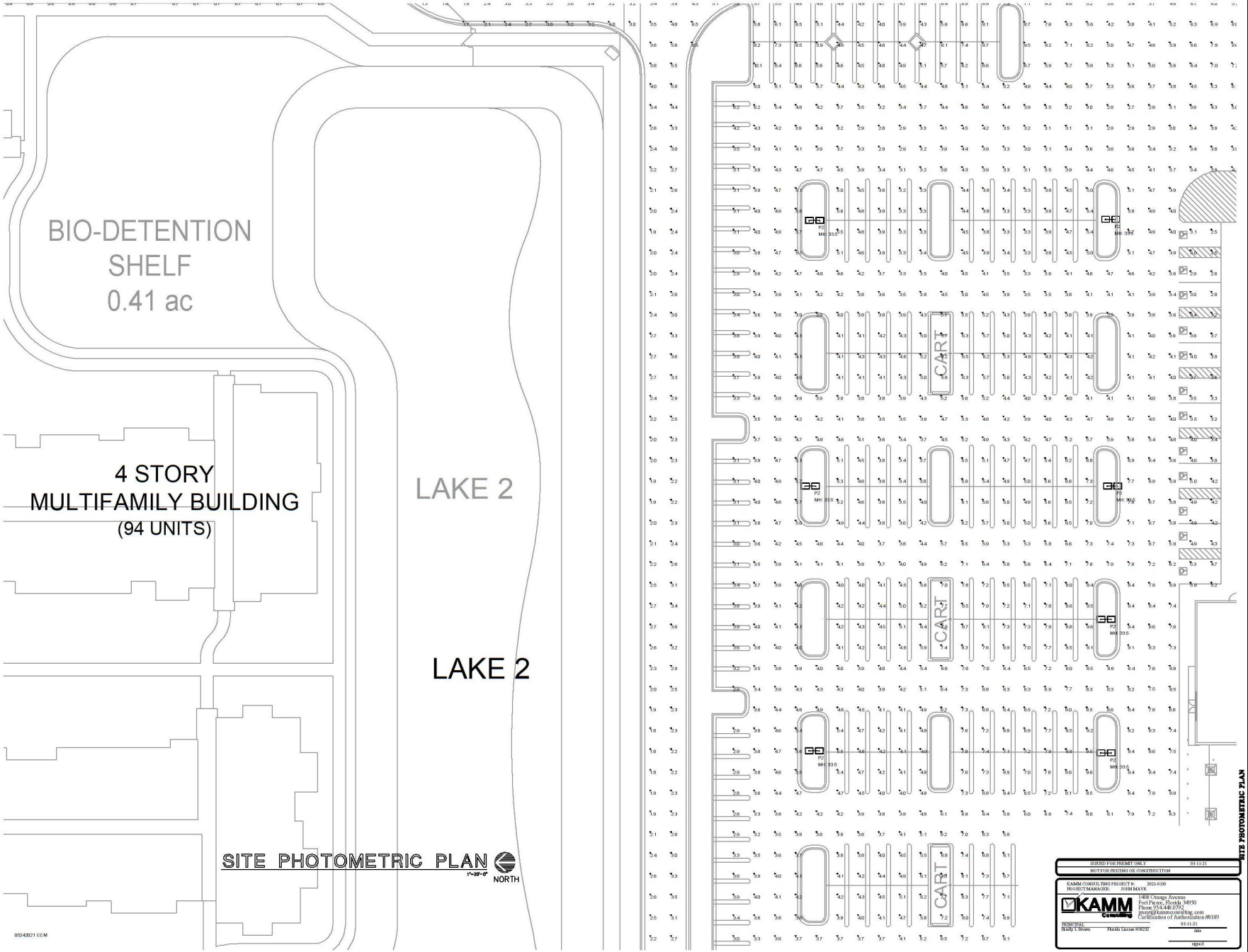
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Project Number	---	
Municipal Number	---	
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SITE PHOTOMETRIC PLAN

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PRINCIPAL:
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lucido & associates

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Key / Location:



Project Team:

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KANNER CPUD
City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
8.21.2020	SLS	Initial Submittal
12.18.2020	SLS	1st Resubmittal

NORTH

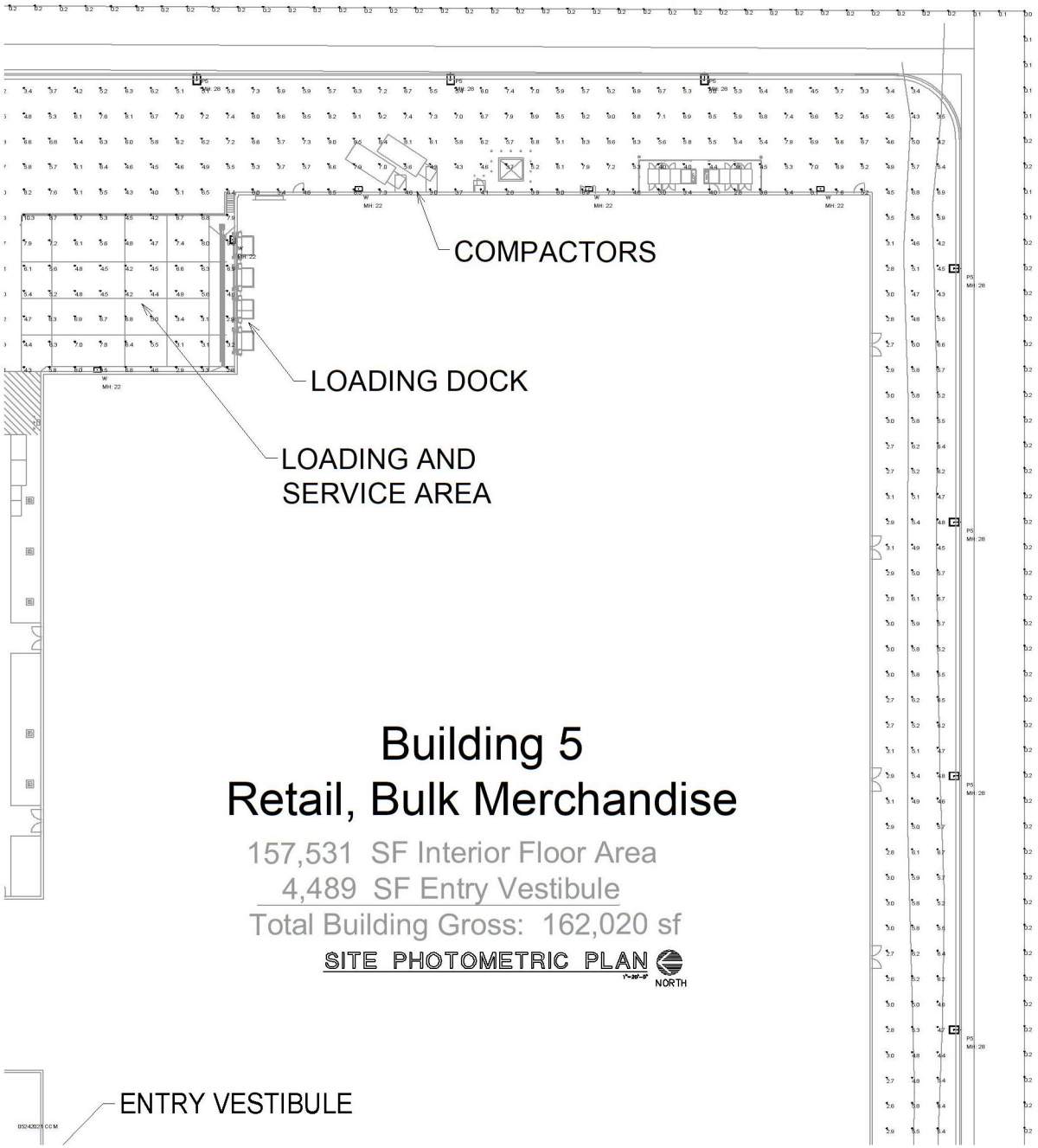
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REG. # 1018
Thomas P. Lucido

Designer	---	Sheet
Manager	---	E1.4
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REG. # 1018
Thomas P. Lucido

SITE PHOTOMETRIC PLAN

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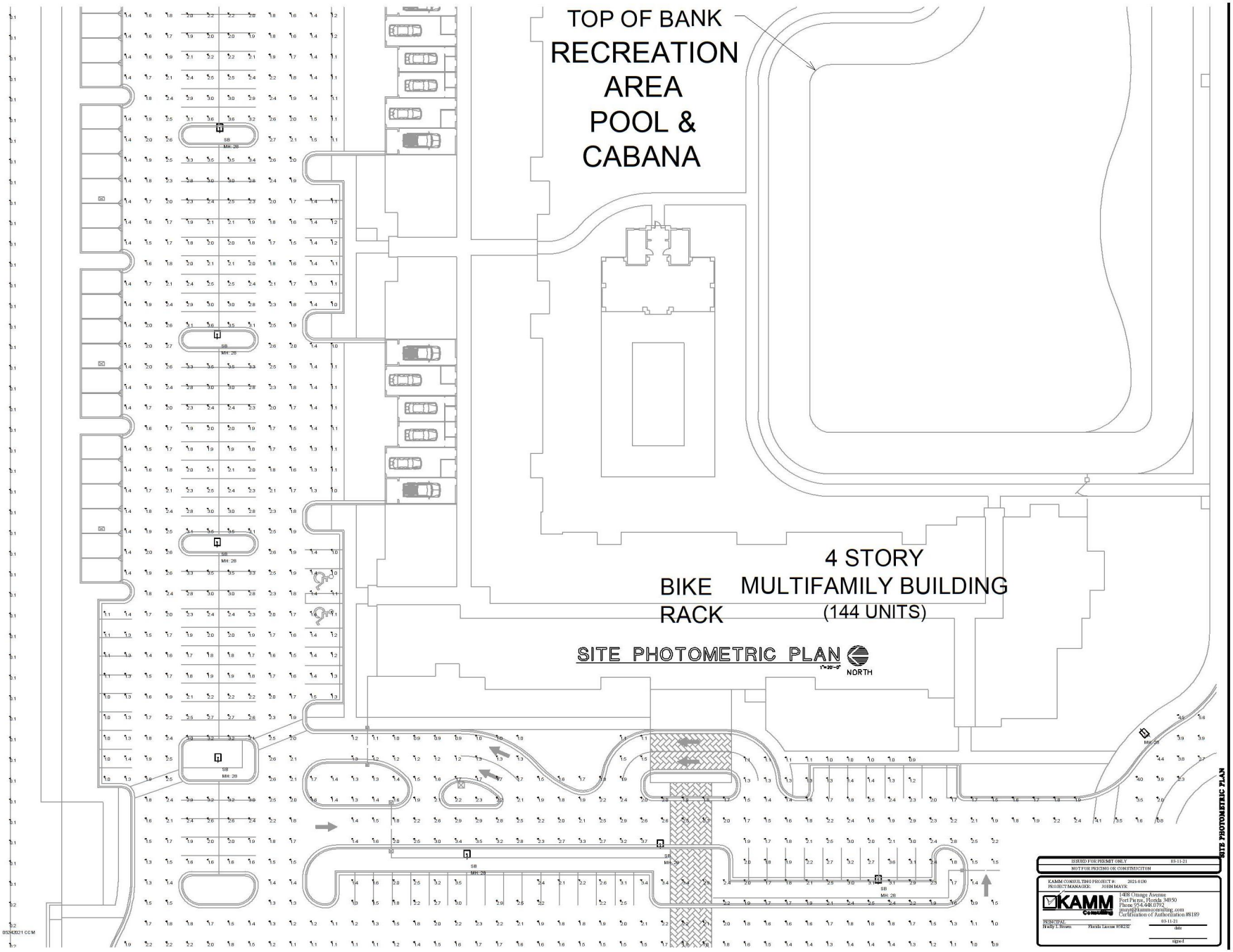
KAMM CONSULTING PROJECT #: 2021-030
PROJECT MANAGER: JOHN MAYE

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NORTH

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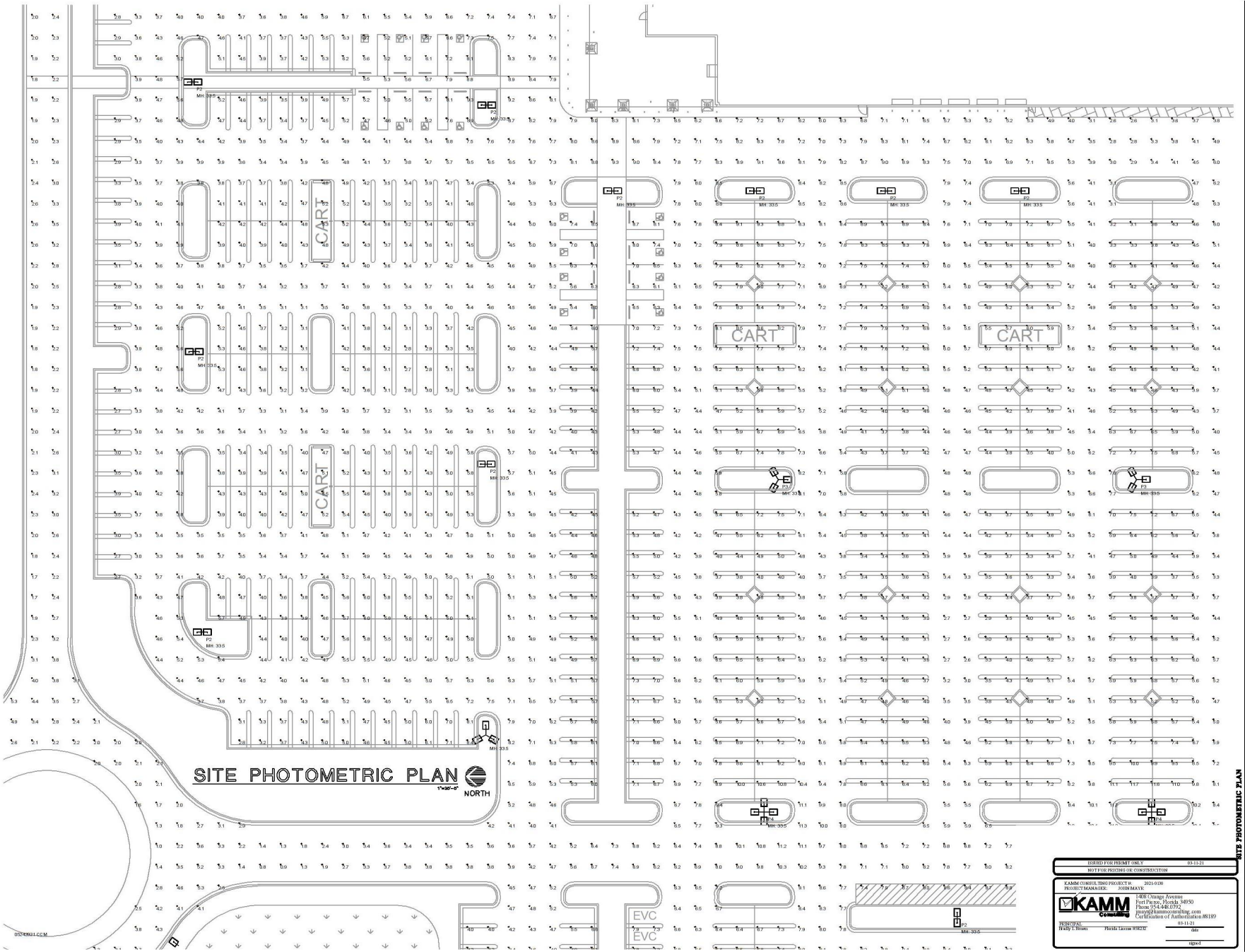
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KANNER CPUD

City of Stuart, Martin County, Florida

Master Site Plan

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SITE PHOTOMETRIC PLAN

NORTH

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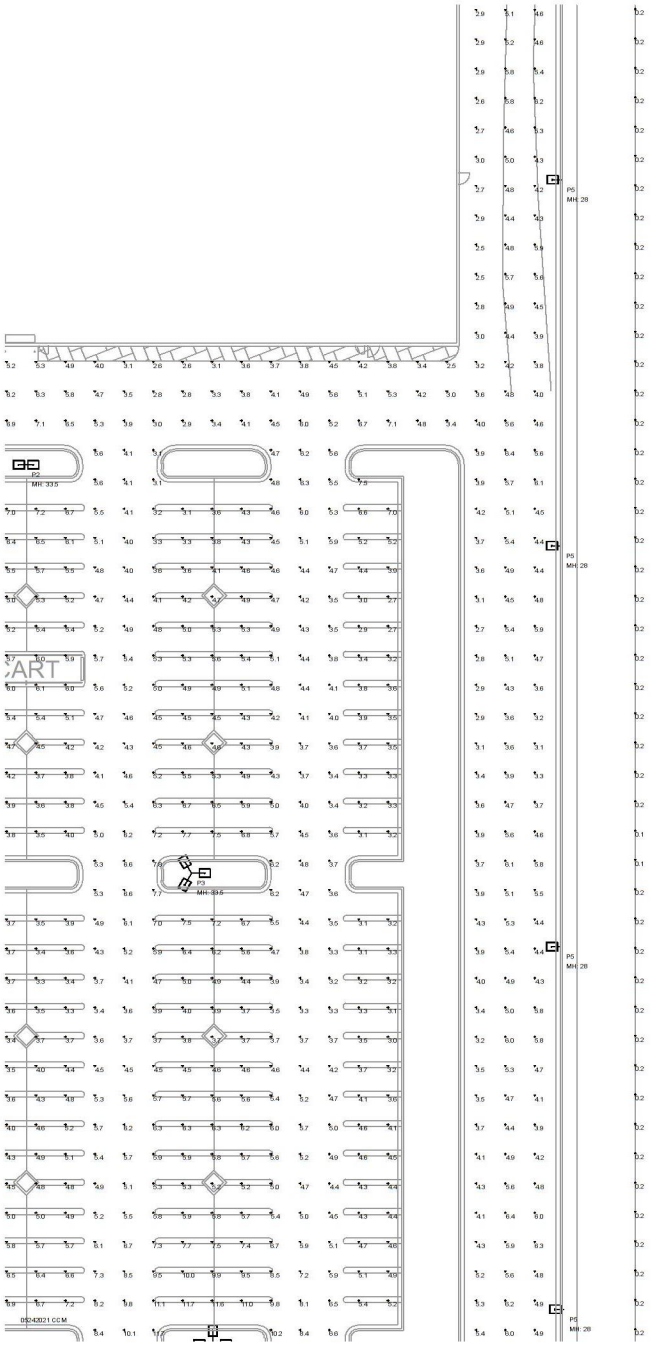
KAMM CONSULTING PROJECT #: 2021-030
PROJECT MANAGER: JOHN MAYE

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SITE PHOTOMETRIC PLAN

1"=20'-0" NORTH

SITE PHOTOMETRIC PLAN

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KAMM CONSULTING PROJECT #: 2021-0130
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KANNER CPUD
City of Stuart, Martin County, Florida

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NORTH

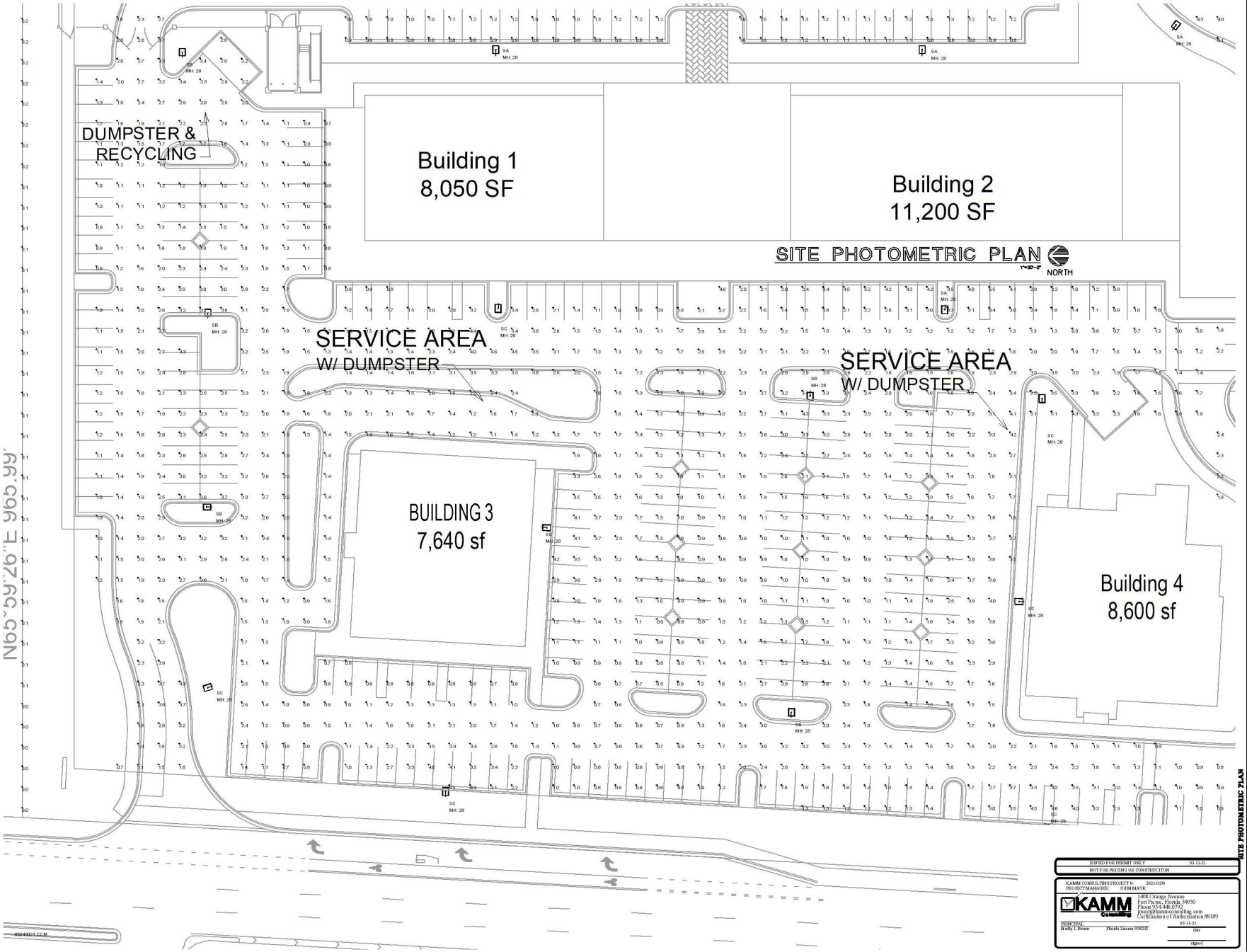
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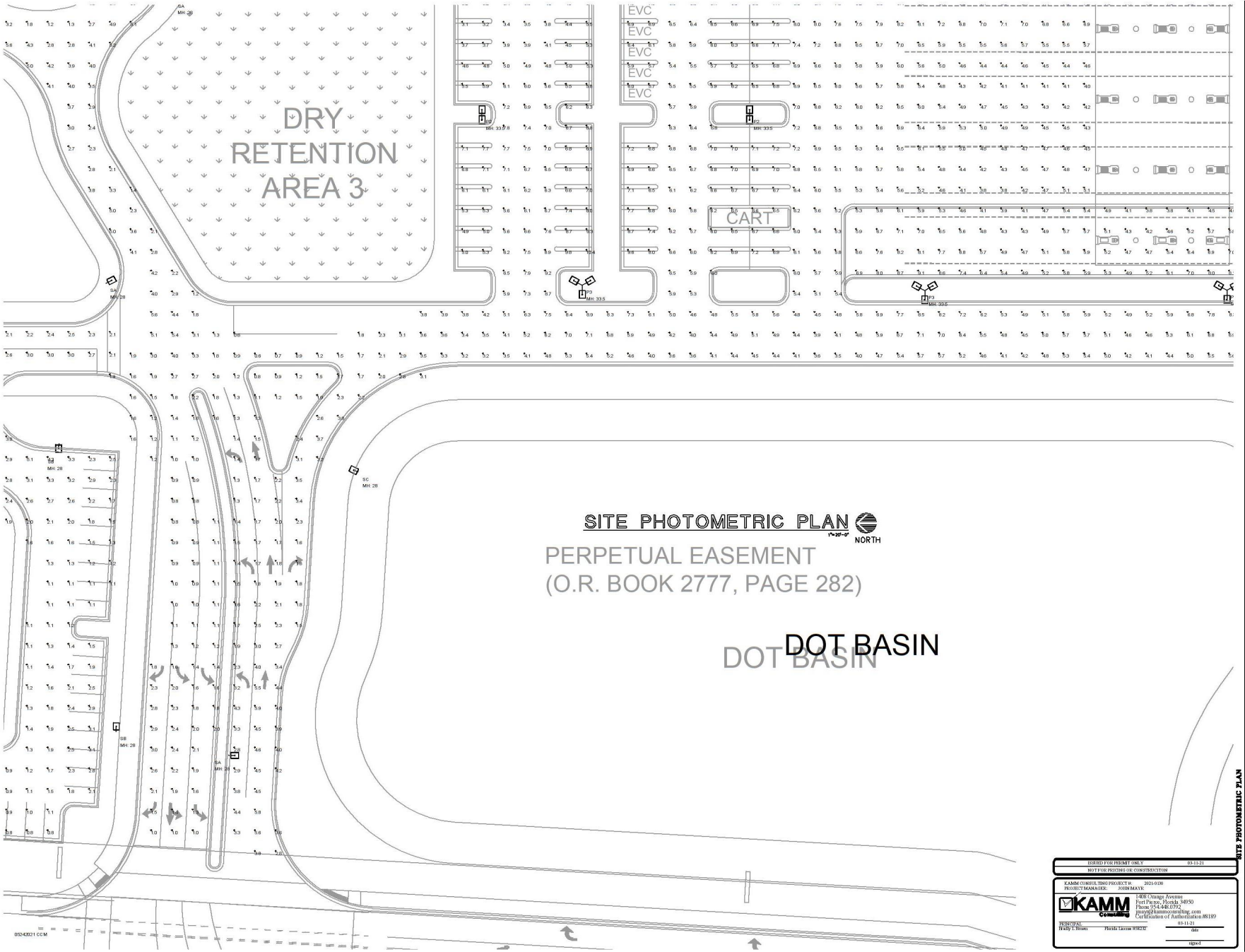
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Municipal Number ---
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SITE PHOTOMETRIC PLAN

05240321 CC M

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KAMM CONSULTING PROJECT #: 2021-030
PROJECT MANAGER: JOHN MAYE

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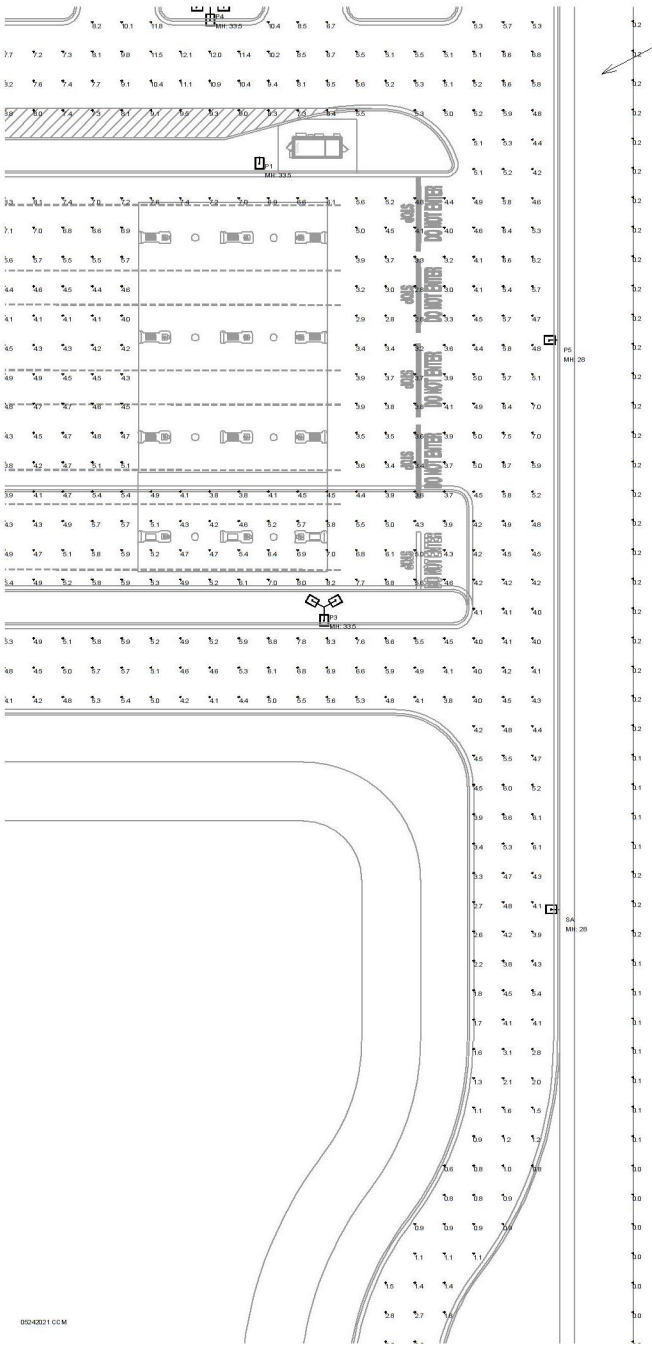
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SITE PHOTOMETRIC PLAN

1"=20'-0"

NORTH

SITE PHOTOMETRIC PLAN

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KAMM CONSULTING PROJECT #: 2021-030

PROJECT MANAGER: JOHN MAYR

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jmayr@kammconsulting.com
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03-11-21
date

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Staff Review Report

A. Application

Kanner CPUD – Costco w/Residential

Applicant	M&M Realty Partners
Property Owner	Joe Marino M&M Realty Partners; Nehme Holdings, LLC; Willoughby Group, LLC
Agent for Applicant	Doug Fitzwater - Lucido & Associates
Project Planner	Tom Reetz – City of Stuart
Date of Report	5.14.21

B. Project Description

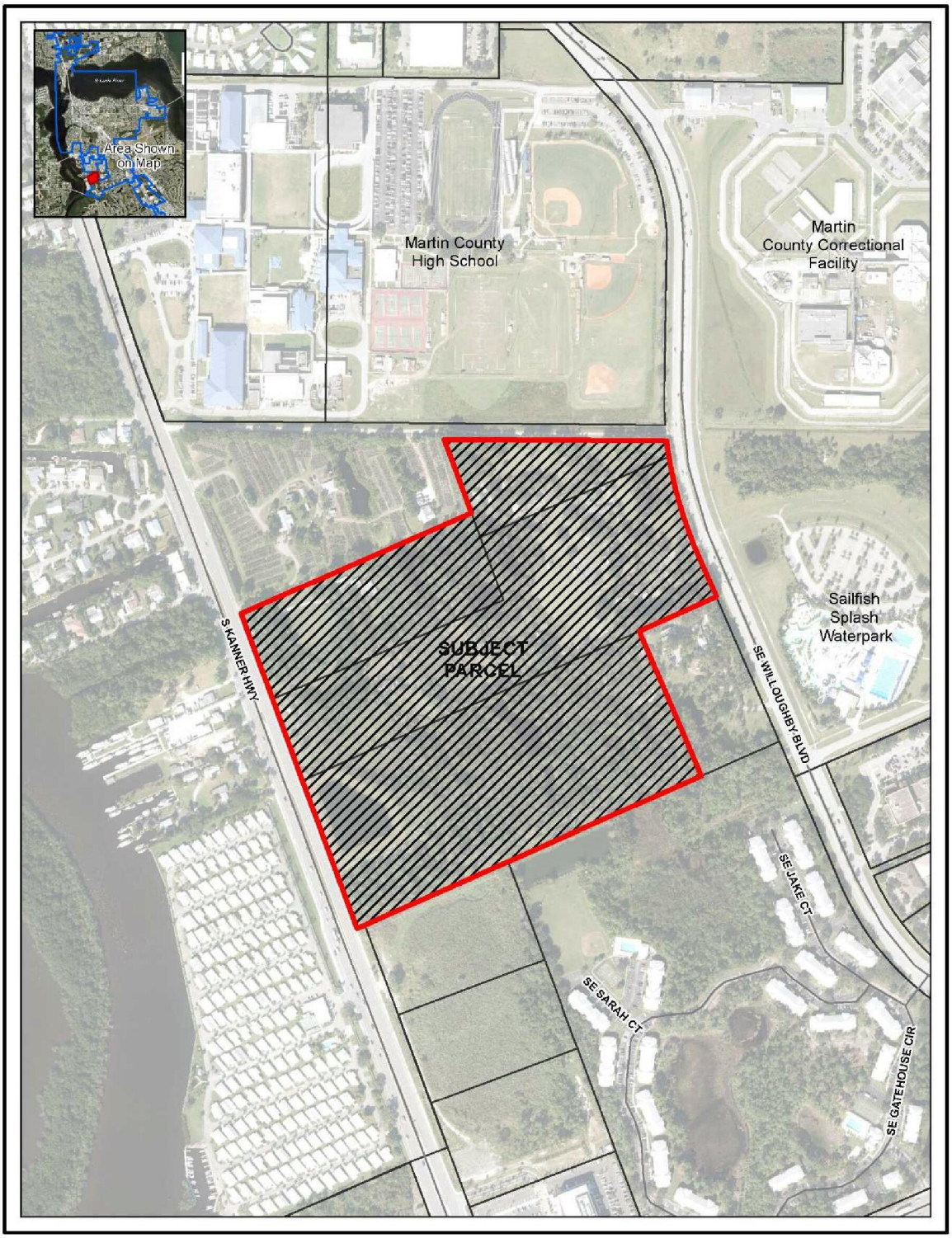
Address	Undeveloped 49 +- Acres
Parcel Number(s)	16-38-41-000-000-00440-8;16-38-41-000-000-00442-6;40-38-41-001-002-00000-5
Existing Zoning	A-1A Agricultural (County)
Proposed Zoning	CPUD 49+- acres
Existing Future Land Use	Low Density Residential (County)
Proposed Future Land Use	Neighborhood Special District
Site Area (acres)	49+- acres

SUMMARY

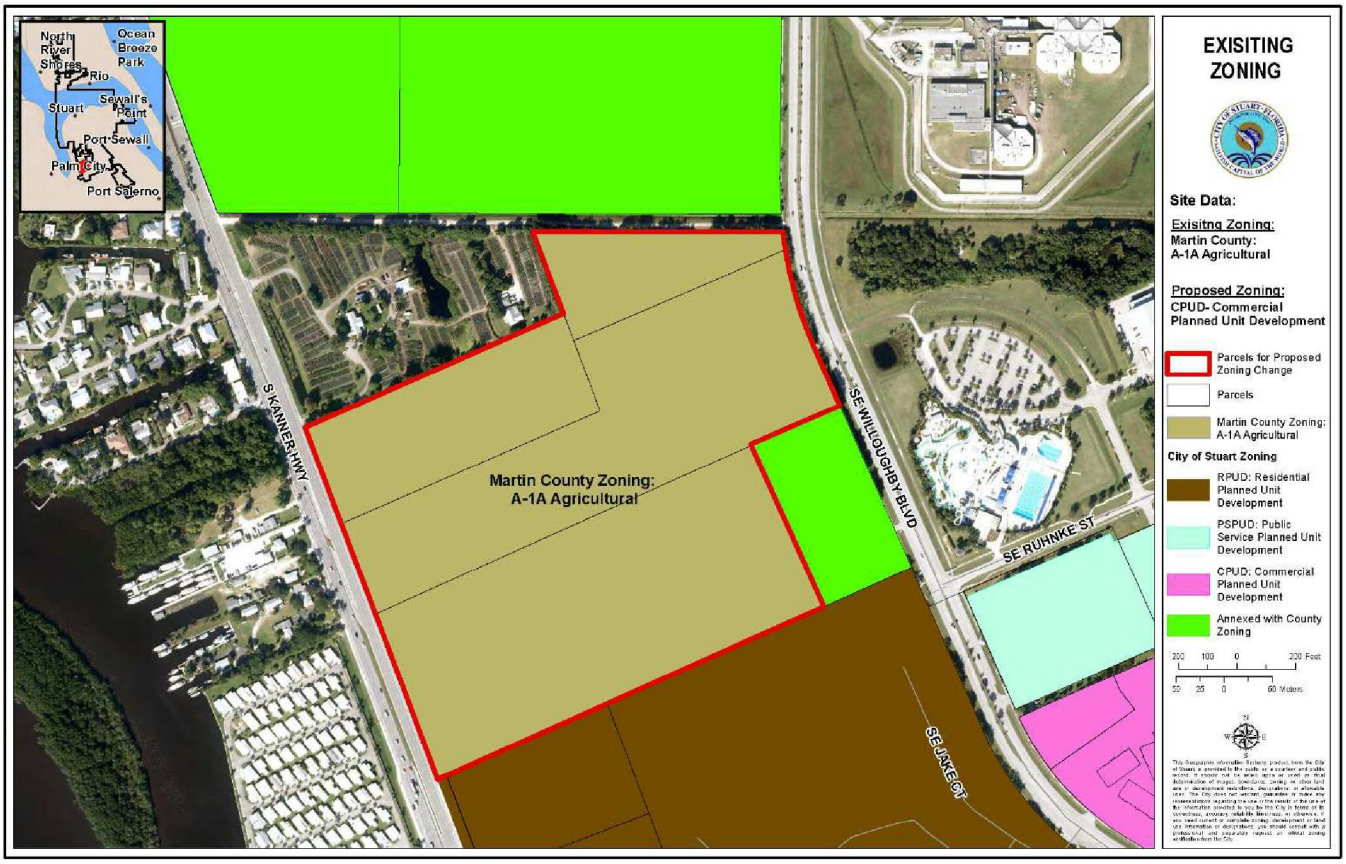
Assigning a Commercial Planned Unit Development Zoning and a Neighborhood Special District Land Use for annexed lands as described by the City's maps and a Boundary Survey provided by the applicant. For the 49+/- acre property, owned by Nehme Holdings, LLC and willoughby group, LLC located along SR-76 Kanner Highway, south of martin county high school and abutting Lychee Tree Nursery, annexed by ordinance no. 2327-2016 and ordinance no. 2337-2017, and concurrently assigning "CPUD" zoning to said land on the city's official zoning map establishing the Kanner Cpud commercial planned unit development, consisting of 162,020 square feet of retail, bulk merchandise, and automobile repair services building footprint with a stand-alone kiosk and fuel facility, 398 residential apartment units and retail and restaurant pads providing for approval of a Master Site Plan.

C. Location and site information

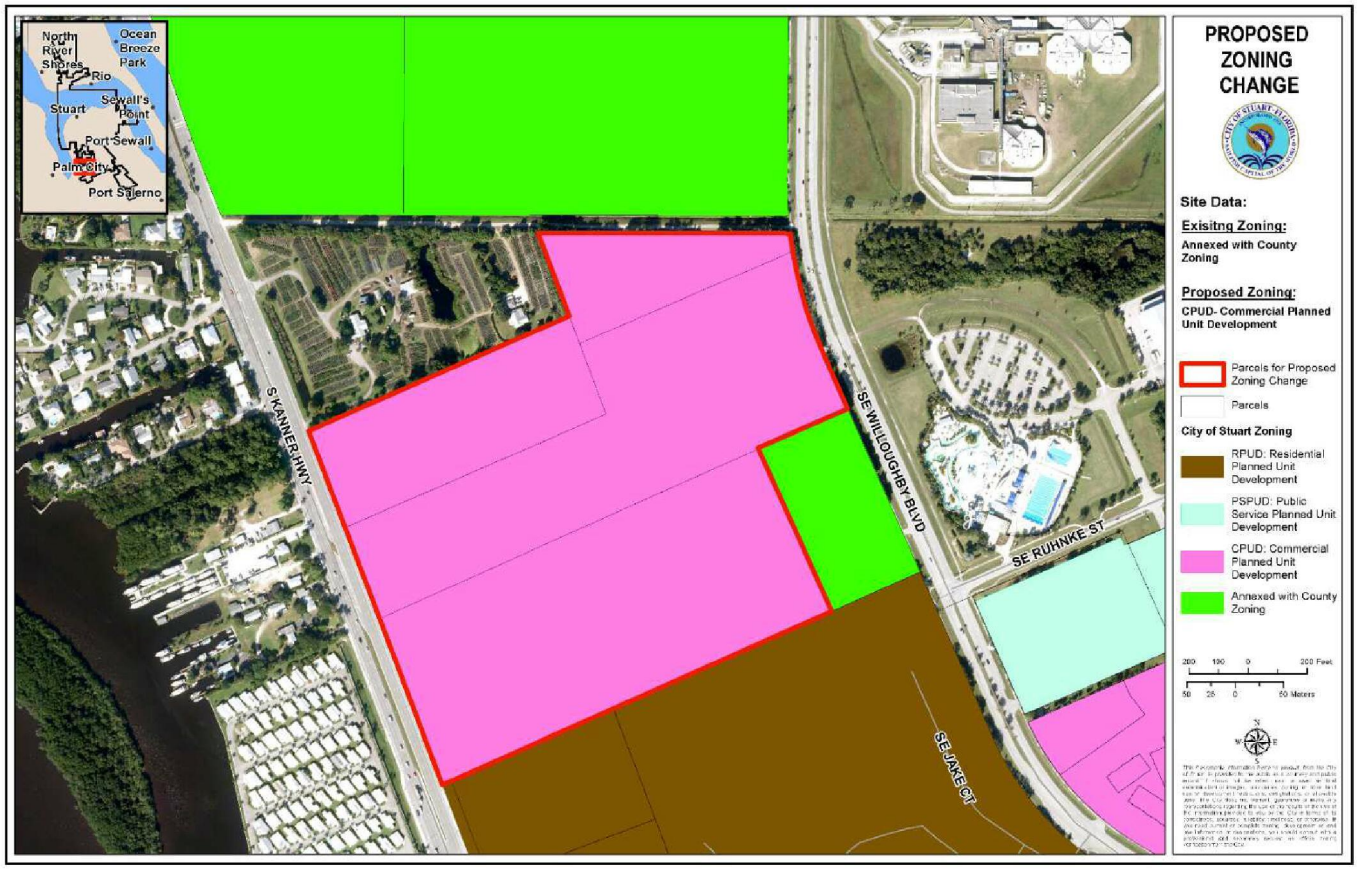
Location - Aerial Map



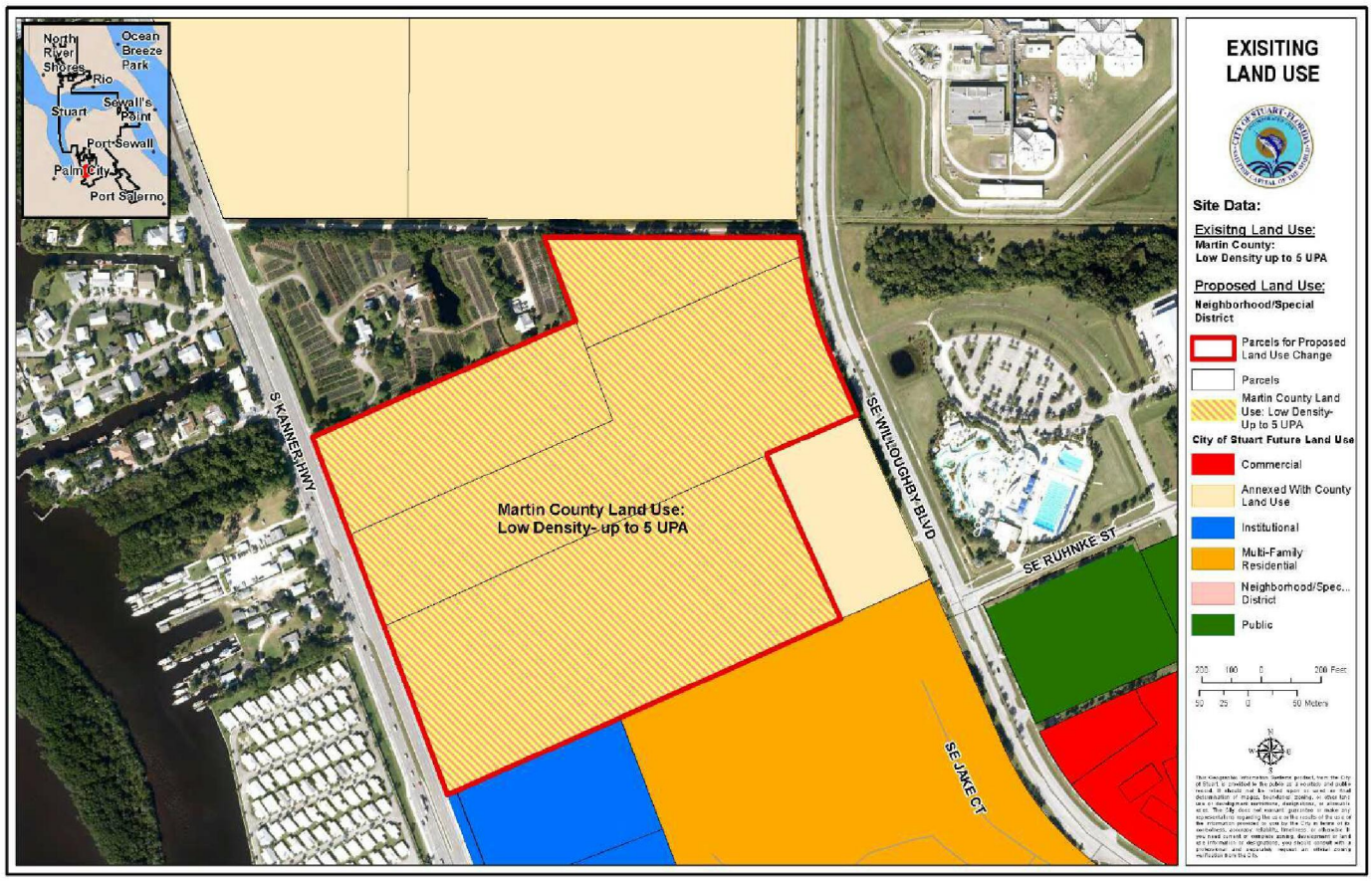
Existing Zoning: A-1A Agricultural - Martin County



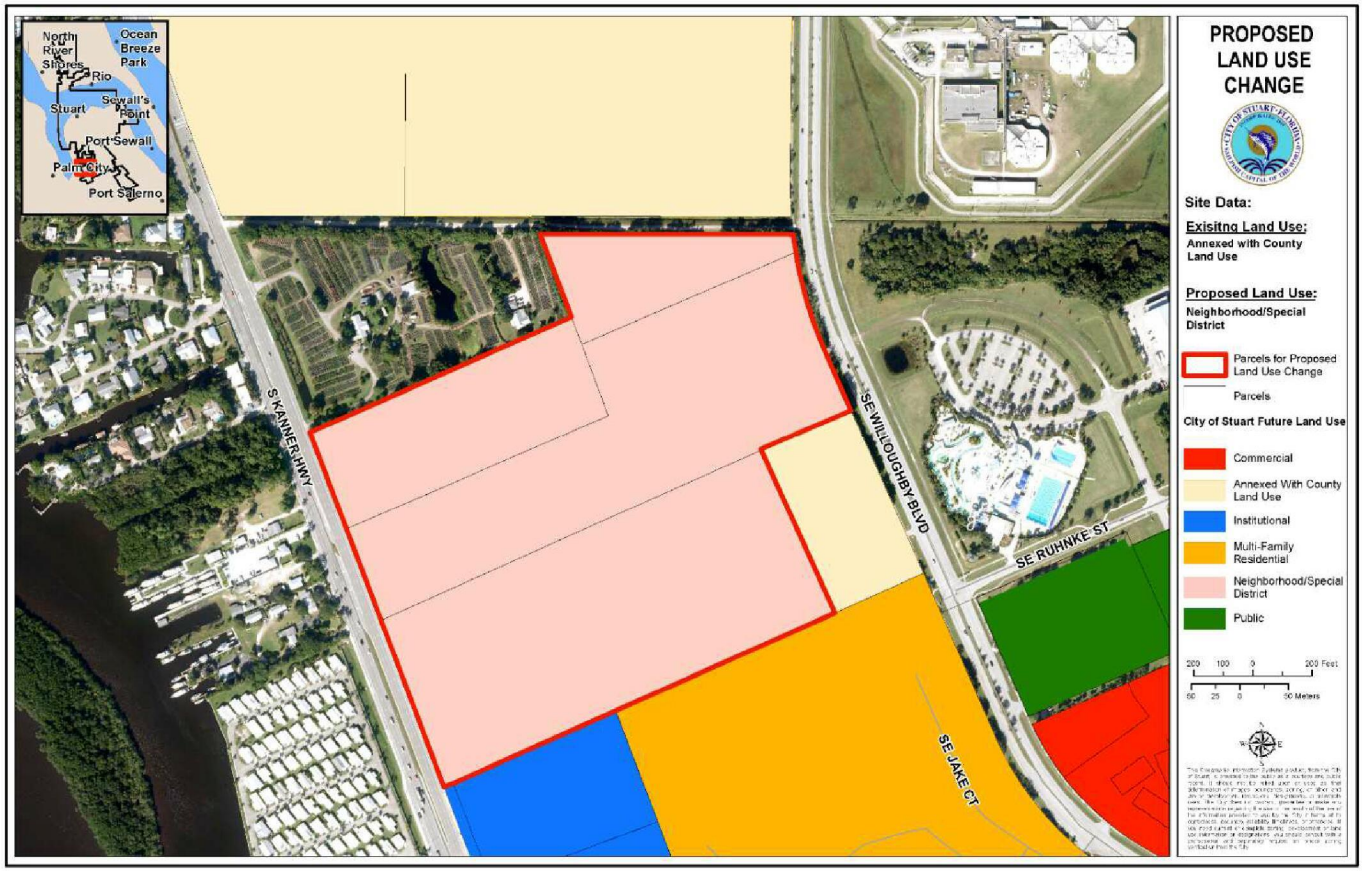
Proposed Zoning: CPUD – C.O.S.



Existing Land Use: Low Density – Martin County



Proposed Land Use: Neighborhood Special District – C.O.S.



D. Determination of compliance with Comp Plan

Objective A7. - Future land use categories.

The future land use categories defined below provide general descriptions intended to encompass all present and future land uses in the City of Stuart. The "Table of Land Use Densities and Intensities" provides specific density and intensity measures that shall establish the maximum density and intensity allowed in each land use category. The Future Land Use Map establishes the optimum, overall distribution of land uses as well as can be established on a City-wide basis. Neither these policies nor the Future Land Use Map shall be construed to mean that every parcel in a designated area is suitable for the designated use. Other plan objectives and policies will be applied to ensure that any proposed development will be suitable for the particular site. Similarly, the Future Land Use Map does not assure the landowner the right to the most intense use allowable under the designated future land use category. The City shall have the discretion to decide that the permitted land use shall be more limited than the maximum allowable under the future land use category; provided, that the City shall approve some development that is consistent with the City's plan.

Policy A7.1. The City of Stuart has designated the following land use categories and allowed uses for all land within the City of Stuart:

J. ***Neighborhood/Special District:*** **Mixed-use category allowing residential, commercial, and recreation land uses such that a functional vertical or horizontal mix of uses is achieved. Developments shall include a mix of residential and commercial or office. Uses may be mixed within a single building and on a single site provided that impacts from differing uses are mitigated through urban design techniques. Also, public facilities and electric distribution substations are allowed.**

Policy A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the "Table of Land Use Densities and Intensities" that is adopted as part of this element.

TABLE OF LAND USE DENSITIES AND INTENSITIES

		Residential			Non-Residential			
			RPUD or Major UCE [2]					
Land Use Category	In/Out CRA [1]	General	Not ALF [4]	ALF	% Residential	General	>2.0 FAR [3]	% Non-residential
Neighborhood/Special District	**Out**	**<15 du/ac**		<30 du/ac	**30—90%**	**<2.0 FAR**		**10—70%**

The TABLE OF LAND USE DENSITIES AND INTENSITIES (extract above) indicates that more than 30% and less than 90% of the site will need to be Residential Use at a density of no greater than 15 units/acre (using total site area).

Applicant's Response: **According to the Table of Land Use Densities and Intensities in Policy A7.2 the maximum density for the Neighborhood Special District Land Use outside the CRA is 15 du/ac. The proposed mixed used project is 48.99 acres with a proposed 398 apartments which yields 8.1 du/ac which is less than the maximum allowed density of 15 du/ac.**

[1] CRA = Community Redevelopment Agency. A delineated area.

[2] RPUD = Residential Planned Unit Development; Major UCCU = Major Urban Code Conditional Use.

[3] The total number of acres in developments approved and constructed after the policy effective date that exceed 2.0 FAR shall not exceed the specified amount.

[4] ALF = Assisted Living Facility

Policy A7.3. The term "mixed use project" means one which allows for a mix of residential, non-residential and recreational land uses such that a functional vertical or horizontal mix of uses is achieved. These uses may be mixed within a single building or on a single site, providing that any impacts are mitigated through urban design techniques.

Applicant's Response: The Kanner CPUD project provides a horizontal mix of retail, apartments and restaurants which satisfies Policy A7.3.

Objective F1. - Development standards for Neighborhood/Special District land use category.

The City shall allow mixed-use and traditional neighborhood development, pedestrian accessibility, and innovative planning and land use techniques that strengthen the small-town character of Stuart through the application of the Neighborhood/Special District land use category.

Policy F1.1. Of the developable acreage of the site, not less than 30 percent shall consist of residential use and not less than ten percent shall consist of non-residential and non-recreational land uses.

Applicant's Response: Of the Kanner CPUD, 30% of the site consists of a residential use and the plan provides for 70% non-residential and non-recreational land uses.

Policy F1.2. Mixed-use development within the Neighborhood/Special District category shall integrate distinct uses together in order to create a functioning, multifaceted type of development. Integration is defined as the combination of distinct uses on a single site where impacts from differing uses are mitigated through urban design techniques and where differing uses are expected to benefit from the close immediate proximity of complementary uses. This may include horizontal and vertical integration.

Applicant's Response: The proposed mixed-use development provides distinct and interconnected uses on a single site. The proposed retail and restaurant uses will benefit from the connection to the proposed 396 residential apartments.

Policy F1.3. To promote pedestrian friendly and neighborhood-scale development, blocks within a mixed-use development should not exceed an average block perimeter of more than 1,600 linear feet, or a five-minute walk, unless the block perimeter has pedestrian access points at intervals not exceeding 550 feet. No block frontage along a single street should exceed 550 feet.

Applicant's Response: Within the project, no building frontage exceeds 550 feet and pedestrian access points have been provided at intervals not exceeding 550 feet.

Policy F1.4. Large expanses of parking area discourage neighborhood scale and pedestrian friendliness. Therefore, where possible, development shall include smaller scattered parking lots of "nodes" that are approximately located such that the massing or "bunching" of parking into large expanses of parking area is prevented.

Applicant's Response: The proposed parking is configured in the most efficient manner possible to service the proposed retail, restaurant, and residential uses. By consolidating the parking areas in an efficient manner allows the project to provide a consolidated stormwater system which is augmented with native landscape.

E. Applicant's Response to Review Comments

City of Stuart Zoning - Landscaping & Site Design

The proposal to assign a commercial planned unit development and a neighborhood special district land use that will allow for the mixed use development consisting of the Costco wholesale with fueling station, Commercial Retail, Restaurant, and Multi-Family Residential on the 49+- acres described in the Maps above. The applicant has provided the following responses to review comments.

The Master Site plan has been updated to show 18 fuel pumps and a future expansion area of 6fuel pumps.

Directional arrows have been provided to show the flow of traffic.

The amount of open space has been recalculated and exceeds the required 25% per the CPUD zoning codes.

The applicant has updated the tree inventory calculations to inches provided for tree mitigation.

A grade transition space is provided on the plans to delineate where native trees can be saved. The perimeter grading has been reviewed and the applicant is able to save 25 oak trees in the northeastern corner of the property along Willoughby Boulevard.

The applicant's engineer has reviewed the feasibility of a pedestrian bridge spanning Lake 2 and determinedthat due to the proposed depth of the lake that a pedestrian bridge would be exceedingly difficult to construct and would cause the lake to become shallower, adversely impacting nutrient removal. A 6' sidewalk is proposed on the northside of the lake which reduces the block perimeter intervals to less than 550-feet.

The required transition buffer for the multifamily project adjacent to a single-family zone is 25' with an additional 10' for each additional story. The total transitional buffer width is 55', however according to the City of Stuart Land Development Code, the required landscape buffer screen is limited to 25% of the required buffer, or 13.75'. The majority of the provided landscape buffer is 33.8' with a minimum width of 25' which exceeds City of Stuart requirements.

The proposed buffer for the Kanner CPUD exceeds the requirements outlined in Section 6.04.06.

Twenty-five oak trees in the northeastern portion of the project along Willoughby Boulevard have been identified to be preserved on the landscape plan.

A hedge and berm have been provided adjacent to the Kanner Highway right-of-way.

Elevations and building footprints for the proposed restaurants and retail buildings have been provided

A 200-SF outdoor patio has been provided on the northeast side of the proposed Costco and abench has been provided at the main entry.

The proposed sidewalk with bench along the connector road with shade trees and large palms having been provided on the pedestrian walkways.

A departure from the code to provide one cart coral for every 25 parking stalls. Based on 720 parking spaces for the bulk retail, 28 cart corals are required. The applicant is providing 7 cart corals strategically placed at the parking area.

The parking data table has been updated to show the proposed unit breakdown. Within the multi-family portion of the project 722 parking spaces are required based on the City of StuartParking Code. Based on other similar multifamily projects owned and operated by the applicant, 700 parking spaces is more than adequate for this project.

Bike parking has been included on the site data table. Bicycle parking racks have been provided at the proposed Costco, the retail, restaurants, and the multi-family portions of theproject,

The landscape buffer has been increased to 25'.

A screen wall has been provided to the east of the Costco and called out on the site plan.

A departure from the code regarding parking that exceeds 10 spaces between landscape areas.

The private fire protection lines have been added to the Auto-TURN analysis for reference. In addition, all multi-family buildings will besprinkled.

The site plan has been updated to show proposed walls and gates. The multifamily site will not be open to the general public.

Dumpsters have been provided at the restaurant buildings.

Commercial PUD

Project:	Kanner CPUD
Date	4.20.21

Adjacent N	A-1A Agricultural - Martin County
Adjacent S	RPUD C.O.S.
Adjacent E	R-2 Low Density Martin County
Adjacent W	A-1A Agricultural - Martin County
Total Floor Space (sq.ft)	**See Site Plan**

LDR Reference	Land Development Regulations	CPUD REVIEW STATUS
2.07.00 E.1	Land Use Designation	COMPLY
2.07.00 E.2 a	Uses	NOT APPLICABLE
2.07.00 E.2 b	Residential (<30%)	COMPLY
2.07.00 E.2 c	Commercial Residential (<30%)	COMPLY
2.07.00 E.2 c	Commercial Uses	COMPLY
2.07.03 E.3.b	Open Space (>25%)	COMPLY
2.07.03 E.3.c	Native Vegetation (>25%)	TO BE REVIEWED

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	COMPLY
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	NOT APPLICABLE
2.04.06	Certain street setbacks	NOT APPLICABLE
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE

4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	COMPLY
5.03.02	Wetland Protection	COMPLY
5.04.00	Evironmentally sensitive lands	COMPLY
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	REVIEWED AT SITE PLAN
5.05.02	Tree removal	REVIEWED AT SITE PLAN
5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	TO BE REVIEWED
Comp Plan	Comprehensive Plan	COMPLY

DEVELOPMENT STANDARDS

6.00.03	Principles of Design	COMPLY

6.00.04.A	Qualitative Design	COMPLY
6.00.04.B	Qualitative Design Standards	COMPLY

TRANSPORTATION

6.01.02	Streets	COMPLY
6.01.03	Rights of Way	TO BE REVIEWED
6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	COMPLY
6.01.09	Parking Code - Residential 6.01.13	EXCEPTION REQUESTED
6.01.14	Off-Street Parking Design.6.01.14.C.3.c	EXCEPTION REQUESTED
6.01.18	Off-Street Loading	COMPLY
6.01.19	PILOP	NOT APPLICABLE

STORMWATER

6.03.01	Generally	COMPLY
6.03.04	Management	COMPLY
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	TO BE REVIEWED
6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	COMPLY
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	COMPLY

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE

6.04.03 B.8	Visibility triangles	REVIEWED AT SITE PLAN
6.04.06	Land Use Transitions	COMPLY

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	COMPLY
6.04.07 B.1	Landscaped strip adjacent to private property	COMPLY
6.04.07 B.2a	Parking area adjacent to private property	COMPLY
6.04.07 B.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 B.2c	Other Landscaping	COMPLY
6.04.07 B.2d	Grass	COMPLY
6.04.07 B.3	Shrubs/ground cover	COMPLY
6.04.07 C.1	Parking Area (Major Dev't only)	TO BE REVIEWED
6.04.07 C.2	Parking area rear and sides of building	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	EXCEPTION REQUESTED
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY
6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	COMPLY
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	COMPLY

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	COMPLY
6.05.02 C	Building Orientation	COMPLY
6.05.02 D	Façade Design	TO BE REVIEWED
6.05.02 E	Massing	TO BE REVIEWED
6.05.02 F	Other Features	TO BE REVIEWED
6.05.02 G	Transitional Elevations	NOT APPLICABLE
6.05.03 B	Blank Wall Area	TO BE REVIEWED
6.05.03 C	Repeating Façade	COMPLY
6.05.04	Additional Façade	COMPLY
6.05.05	Roof Treatments	COMPLY

6.05.06	Entryways and customer entrance	COMPLY
6.05.07	Materials and Color	NOT APPLICABLE
6.06.00	Green Development	NOT APPLICABLE
6.07.00	Lighting	COMPLY
6.08.00	Dumpster & Recycling	COMPLY
6.09.05	Fences	TO BE REVIEWED
6.11.00	Signs	TO BE REVIEWED

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

(772) 288-5326

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

Application to Rezone Real Property

(including Planned Unit Developments)

Project ID#_____ Agricultural / Vacant
(Staff Entry)

Pre-App Conference Date: July 2018	Application Date: 10/23/2018
Project Name: Kanner CPUD	
Parcel ID# 16-38-41-000-000-00440-8, 16-38-41-000-000-00442-6, 40-38-41-001-002-00000-5	Project Address: TBD
Current Zoning: A-1A (Martin Co)	Current Land Use: Low Density (Martin Co)
Proposed Zoning: CPUD	Proposed Land Use: Commercial
Present Use:	Site Area/Acreage: 29.23 ac

Fees *(check box)*: *This does not include fees that may be charged as a result of application review by the City's consultants*

Rezoning to CPUD	$3,584.00	[x]	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 Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) The data requirements for a site plan and a concept plan are available at the Development Department.

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

Written justification supporting the application and demonstrating how the application:

(a) is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and

(b) complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed).*

(over)

General Information

(Please Print or Type)

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

Name: Joe Marino	City/State/Zip Code: Piscatoway, NJ 07704
Title: Managing Partner	Telephone Number: 979-779-7466
Company: M&M Realty Partners	Facsimile Number:
Company Address: 1260 Stelton Rd	Email Address (optional): jmarino@jmpholdings.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: Steven Garrett	City/State/Zip Code: Stuart, FL 34994
Title: Vice President	Telephone Number: 772-220-2100
Company: Lucido & Associates	Facsimile Number:
Company Address: 701 E Ocean Blvd	Email Address (optional): sgarrett@lucidodesign.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: Steven Garrett	City/State/Zip Code: Stuart, FL 34994
Title: Vice President	Telephone Number: 772-220-2100
Company: Lucido & Associates	Facsimile Number:
Company Address: 701 E Ocean Blvd	Email Address (optional): sgarrett@lucidodesign.com

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

4. Signed this _____ day of _____, 20____.

_____

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

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

_____ by _____ who is personally known to me, or who has produced

_____ as identification and who did/did not take an oath.

_____ Commission Expires:

Notary Signature

ITEM #	TYPICAL PLAN COMPONENTS
1	Schedule a pre-application meeting
2	Plans shall be 24” x 36” in size (2 sets)- "State Plane Coordinates"
3	All drawings to be folded to nominal 9" x 12" size
4	Legible graphic scale displayed on each sheet of both sets
5	Title Block including: north arrow, street address of the zoning lot, date of preparation, name and address of the firm that prepared the site plan, type of plan, project or development name project (includes any former name if existing)
6	Site data summary to include but limited to: a) Tabulation of total project area b) Total anticipated phases/units c) Lot coverage of structures d) Number of buildings with square footage e) Impervious/pervious surface coverage f) Density units per acre, if applicable g) No. of off-street parking spaces, required and provided, including handicapped spaces h) No. of off-street loading space(s) i) Existing and proposed zoning j) Future Land Use designation k) Existing and proposed use l) Floor area ratio m) Open space or urban open space, if applicable n) Handicapped access to structures, including type of ramping and slope
7	Legal description and parcel boundary(s) survey of the property prepared by a licensed surveyor registered in the State of Florida
8	Vicinity map preferably at a scale of 1’ = 2,000’
9	Zoning Map, Future Land Use Map, Aerial of subject property
10	All submittals shall be on a CD in PDF downloadable file
11	Final submittal of plan documents shall be signed and sealed in a PDF downloadable file on a disc
12	All revised plans must be clouded and must be accompanied by a cover letter indicating all changes and their locations (Include it with the application form)
13	Access and Traffic Flow Plans including parking, loading and internal traffic circulation patterns (Turning radius trucks)
14	Any traffic lights installed by the proposed project will include installation of traffic pre-emption device as approved by the development director
15	Fire Department Access and Water Supply a) Fire department access road shall extend to within 50 ft of a single exterior door providing access to the interior of the building;

	b) Fire department access roads shall have an unobstructed width of not less than 20 ft. c) Fire department access roads shall be provided such that any portion of the facility is located not more than 150 ft from the fire dept. access road; d) Required fire lanes shall be provided with the inner edge of the roadway no closer than 10 feet and no further than 30 feet from the building; e) Turning radius (25' inside, 45' outside and height minimum of 13'6") f) Fire Department Connection Location g) Fire Hydrant Locations, existing and proposed - clearance of 7'6" in front of and to the side of the fire hydrant, with a 4' clearance to the rear of the hydrant h) Fire mains - minimum 6" supply; minimum 8" dead end main as approved by MCU
16	Existing buildings and structures on the project zoning lot(s) and within fifty (50) feet of the project's property lines, or such additional distance as may be necessary in order to show major features or conditions that may affect the project
17	Existing Uses and zoning on all adjacent property
18	Locations of the nearest available public water supply and wastewater disposal system and the proposed tie-in points, or an explanation of alternative systems to be used
19	Proposed development shall include but not limited to: a) Location and size of all proposed buildings and structures, labeled with allowable use, height, total and gross floor area, and distance to all property lines and between buildings b) Number, height, and type of residential units; Provide density units per acre (Gross) c) Architectural elevations of all sides of all buildings d) Height and Type of Fencing and Walls, existing and proposed e) Off-Street Parking and Loading layout including typical size and number of spaces by location (parking bays). If structured parking, include parking layout of each level (ground and typical) f) Minimum of six-foot wide sidewalks g) Drive-thru windows, including vehicle queuing or stacking spaces and queuing lane dimensions, if any h) Passenger drop-off/pick-up areas; Decorative benches, if provided
20	Building setback distances from property lines, abutting right-of-way centerlines, and all adjacent buildings and structures
21	Minimum floor elevations of buildings and finished floor elevations of subject property and adjacent property
22	Pedestrian Circulation System and Points of Ingress and egress (including proposed public street modifications)
23	Concurrency Review: a) Demonstrate ability to meet concurrency (Traffic, School, Utility, Parks & Recreation) b) A traffic statement shall be required if proposed development have the potential to generate 19 or less peak-hour trips b) A traffic study shall be required if proposed development have the potential to generate 20 or more new peak-hour trips d) School Concurrency requirement - Residential developments shall comply with bus stops size, location and turning radius to accommodate a school bus by coordinating with the Martin County Zoning, Planning and Engineering Departments, as well as the Martin County School

	District Planning and Transportation Department.
24	Phasing, if any; Total acreage in each phase and gross/net intensity (non-residential) and gross/net density (residential) of each phase; What will be built in each phase; Construction phase lines
25	Dumpsters: a) Refuse and recycling collection areas b) Dumpster enclosure details per City of Stuart's standard specification
26	Various plans including: a) Site Lighting Plan including location, type, height and intensity pattern of all exterior lights, if applicable b) Signage plan/Unified signage plan c) Landscape plan and specifications, signed/sealed/dated by a Florida Registered Landscape Architect
27	Location, names and widths of existing and proposed streets, highways, easements, building lines, alleys, parks, public spaces, and Rights-of-Way and similar facts regarding adjacent property
28	Utility Lines and Structures such as water, sewer, gas, electric, telephone, hydrants, main size to support fire flows and FDC locations, on the project site, including size and/or capacity and similar facts regarding adjacent property
29	Cross sections and specifications of all proposed pavements
30	Location of proposed retention/detention areas
31	Typical and special roadway and drainage sections
32	Locations of all land to be abandoned, dedicated or reserved for all public or private uses including rights-of-way, easements, special reservations
33	Location of onsite well and any wells within 1,500 feet of any property line
34	PRE-APPLICATION MEETING(S) REQUIRED TO REVIEW POTENTIAL ENVIRONMENTAL IMPACTS Before creating a detailed conceptual site plan or seeking environmental permits from federal, state or other agencies, the applicant shall first schedule and attend at least one pre-application meeting with Town Officials to discuss the project's probable environmental impacts. For the pre-application meeting, the applicant shall provide an environmental report, prepared by a qualified environmental professional (i.e. Certified Ecologist, Certified Environmental Professional, Professional Wetland Scientist, or other recognized certification), in accordance with the Town's Land Development Code. The applicant is also encouraged to provide a rough layout of the proposed site plan, if available. The primary purpose of the pre-application meeting(s) is to ensure that before detailed site planning begins and substantial costs are incurred, the applicant is made fully aware of the Town's environmental design standards, particularly its "avoidance or minimization" of impact standards, and that this awareness is ultimately reflecting in the site's final design.
34A	Avoidance or Minimization of Wetland and Other Environmental Impacts

	On-Site Avoidance 1. Can another vertical level be added to a building to decrease the overall building footprint? 2. Can the building footprint be reduced and still achieve the project's purpose and need? 3. Can a building be repositioned on the parcel to reduce or eliminate environmental impacts? 4. Can multiple structures be clustered to reduce or eliminate impacts? 5. Can road or utility alignments be reconfigured? 6. Can spans and bridges be used instead of culverts? 7. Can grading be minimized by incorporating natural topography? 8. Can more trees and vegetation be preserved? 9. Can lot layout be reconfigured? 10. Can state waters, including wetlands, be concentrated into subdivision "common areas"? 11. Can the project's storm water facilities be designed using Low Impact Development (LID) Techniques?
34B	On-Site Minimization: 1. Can some of the above listed techniques be used to further minimize impacts? 2. Can directional drilling be used to install underground utilities instead of excavation and backfill? 3. Can equipment fitted with low pressure tires or tracks be used? 4. Can any permanent impacts (e.g. access roads) be converted to temporary impacts? 5. Can construction staging or stockpiling of materials occur in areas outside of environmentally sensitive lands?
34C	All water bodies, watercourses, wetlands and associated buffers on-site and immediately adjacent to the site and within the watershed, inclusive of all environmentally sensitive land on the site, including wetlands, and any proposed disturbance thereof.
34D	Vegetation – existing vegetation on site, including each separate type of upland vegetation or land cover and each type of wetland vegetation cover mapped and described in accordance with the Florida Land Use, Cover, and Forms Classification System (FLUCCS), including total acreage calculations of each vegetative type shown on the map, as well as a recent aerial photograph of the subject property.
34E	Wetlands – a copy of a wetland delineation map according to the State of Florida, including a separate map determining the existence of outstanding resource wetlands, if applicable, including an opinion from the Florida Fish & Wildlife Conservation Commission (FWCC) or U.S. Fish and Wildlife Service (USFWS), or a professional biologist rendering an opinion as to whether the wetland or wetlands on site have significant wildlife values.
34F	Wildlife – a description of the wildlife observed or expected to be present on site, based on habitat, using indicators such as tracks, burrows, nests, and live sightings of species listed by Florida Fish and Wildlife Conservation Commission and the U.S. Fish and Wildlife Service as endangered, threatened or of special concern, including an account of field reconnaissance and identification efforts, as well as all correspondence, documents, reports, etc. to and from all pertinent environmental regulatory agencies.
34G	Preserve area and upland buffer evaluation -- calculation of the preserve area and upland buffer requirements, including a summary of total site area, acreage of wetlands, acreage of native upland and of non-native upland, as well as a map depicting each area type and location of

	wildlife observations from the wildlife evaluation. Native vegetation constituting up to 25 percent of a development site shall be preserved.
34H	Native Vegetation Preserve Area Onsite/Offsite -- for proposed upland native vegetation preserve areas – either onsite or offsite – the location of the proposed relocation area, consisting of the same type of vegetative community, provided on-site and offsite preserve areas of a different type may be proposed, providing that the area is a native vegetative community that is rare within the City or Martin County.
34I	Use of drought-tolerant, native vegetation in landscaping.
34J	Exotic and invasive vegetation to be removed upon development or redevelopment.
35	Frontage Type(s)
36	Minimum percentage of façade along front lot line, indicate amount required and provided
37	Location of transition line, if applicable
38	Minimum percentage of glass, indicate amount required and provided
39	Slope of pitched roof, if provided
40	Height of parapet wall, if any
41	List of exterior materials, colors and finishes
42	Except for single-family residential, all developments which are less than 20,000 square feet shall incorporate a minimum of four of the following building design standards, and all developments which exceed 20,001 square feet shall incorporate a minimum of five of the following building treatments: a. Overhangs; b. Arcades as defined by this Code; c. Sculptured artwork and/or fountains; d. Raised cornice parapets over doors; e. Peaked roof forms; f. Display windows; g. Ornamental and structural architectural details, other than cornices, which are integrated into the building structure and overall design; h. Clock or bell towers; i. Decorative light fixtures; j. Decorative landscape planters or planting areas, a minimum of five feet in width, and areas for shaded seating consisting of a minimum of 100 square feet; k. Integration of specialty pavers, or stamped, colored concrete along the building's walkway to constitute a minimum of 60 percent of walkway area; l. Water elements, a minimum of 50 square feet in area; and m. Courtyards along the front building facade.
43	Curb cut, if any

44	Outbuildings, if any
45	Height/length/depth/projection of balconies and balcony rails
46	Traffic drive aisle width
47	Material of roofs and gutters
48	Specifications of arcades and porches, if any
49	Materials, configuration, and operations of windows and doors
50	Garden wall, if any

121 SW Flagler Ave
Stuart, FL 34994
Tel: 772-288-5326
Fax: 772-288-5388

COMPREHENSIVE PLAN AMENDMENT/REZONING

(LDR 11.06.00, 11.09.00 & 11.10.00)

Please print clearly and provide all required information

DEVELOPMENT DEPARTMENT USE ONLY	
APP Ref#	

A.	REZONING $1,433.60		
	SMALL SCALE COMPREHENSIVE PLAN (FLU) AMENDMENT FEE $1,792.00		LESS THAN 10 ACRES
	COMPREHENSIVE PLAN (FUTURE LAND USE MAP) AMENDMENT FEE $1,792.00	X	GREATER THAN 10 ACRES WILL REQUIRE DISTRIBUTION TO DCA WITHIN ONE OF THE TWO WINDOWS ALLOWED (USUALLY APRIL AND NOVEMBER EACH YEAR)

B. PROPERTY INFORMATION				
PROJECT TITLE	Kanner CPUD			
PARCEL ID#	16-38-41-000-000-00440-8, 16-38-41-000-000-00442-6, 40-38-41-001-002-00000-5			
CURRENT ZONING	A-1A (Martin County)			
PROPOSED ZONING	CPUD			
CURRENT FUTURE LAND USE	Low Density (Martin County)			
PROPOSED FUTURE LAND USE	Commercial			
PRESENT USE	Vacant			
SITE AREA	29.23 ac			
STREET ADDRESS	TBD			
AGENT	Steven Garrett			
COMPANY	Lucido and Associates			
PHONE	772-220-2100	FAX		

C. PETITIONER INFORMATION			
NAME	Steven Garrett, Lucido and Associates		
STREET ADDRESS	701 E Ocean Blvd		
CITY	Stuart		
STATE	FL	ZIP	34994
PHONE	772-220-2100	FAX	
SIGNATURE OF OWNER OR AGENT	_____ Date 10/22/2018		

D.	SUBMITTAL REQUIREMENTS (9 sets of all documents)					
	SITE PLAN		LANDSCAPE PLAN		TRAFFIC ANALYSIS	
	BOUNDARY SURVEY		LEGAL DOCUMENTS DEMONSTATING UNIFIED CONTROL		ARCHITECTURAL ELEVATIONS	
	ZONING MAP EXTRACT		FUTURE LAND USE MAP EXTRACT		AFFIDAVIT PERMITTING REPRESENTATION	
	DATE OF PRE-APPLICATION				LIST OF SURROUNDING PROPERTY OWNERS WITHIN 300ft	

BRIEF EXPLANATION OF PROPOSAL

The request is to establish a land use designation of 'Commercial' to 3 parcels of land recently annexed into the City of Stuart from Martin County. The previous Martin County land use designation is 'Low Density'. A City of Stuart Land Use is currently listed as 'To Be Determined'. An application for a CPUD zoning is provided under separate cover to create a commercial development for this property.

SELECTION CRITERIA: Permit No = Z18100004 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2021-04-08 09:34:56	04/08/2021	mrogolin		

Date: 4-8-2021

To: Tom Reetz

Subject: S. Kanner Hwy- Costco Rezoning #Z18100004revII

In reviewing the above referenced project, this Department does approve the submitted Rezoning application only. Please address the following comments:

•This review is not for construction. Per discussion with David Baggett (EDC) on April 7, 2021 further discussions/review will be required for construction.

•The City of Stuart Utility Availability Fees- all fees must be paid prior to the activation of utility service(s). Please contact Marc Rogolino @ 772 221-4700 for calculation of fees.

•The Developer is responsible for all costs associated with the construction of proposed utilities (water, sanitary sewer, etc.) & Public Right-of-Way improvements.

•Eng. Of Record to provide a Prj. cost estimate for (Water & sanitary sewer items broken-out separately) for the calculating of required PW Dept. Inspection fees. Public Works Dept. inspection fees must be paid prior to activation of water service.

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.

SELECTION CRITERIA: Permit No = Z18100004 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700

lucido&associates

April 22nd, 2021 Hand Delivery

Tom Reetz, Senior Planner
City of Stuart Development Department
121 SW Flagler Avenue
Stuart, FL 34994

RE: Kanner CPUD
Our reference number: 20-620

Dear Tom:

Please accept this correspondence as our formal resubmittal in response to the staff comments received on April 19, 2021. The response to the traffic comments have been addressed separately by Susan O'Rourke. Please find enclosed the original resubmittal packet containing the revised documents and plans referenced below, a CD with PDF copies of the resubmitted materials. The enclosed revised materials are listed as follows:

1. Response to traffic comments by Susan O'Rourke, dated April 21,2021
2. Master plan, dated April 21, 2021;
3. AutoTURN exhibit for a fire truck, dated March 19, 2021;
4. Costco sign elevations, dated December 16, 2020;
5. Fuel station sign elevations, dated December 16, 2021
6. Tree Replacement- Innovative Stormwater Treatment Letter, Dated March 12, 2021
7. Traffic Signal Warrant Analysis, dated April 22, 2021
8. Kanner CPUD Traffic Analysis, dated April 21, 2021;
9. Kanner CPUD Land Use Traffic Analysis, dated April 21, 2021;
10. Landscape plan, dated April 22, 2021;

Itemized responses:

Engineering – Drainage/Stormwater

Site Plan

1. Original Comment 2: Provide entry features and outdoor patio of 200 sf at the Costco building in accordance with Section 6.05.06.
   2nd Review Comment: There is a hatched area shown on the site plan, but it is not labeled. Please label as 200 sf outdoor area.
   Response:
   Acknowledged.

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

2. Original Comment 5: Per Section 6.01.14.C.3.c, one cart coral shall be provided for every 25 parking stalls. Based on the parking of 720, 28 cart corals would be required.
   2nd Review Comment: The City will include the deficit of cart corrals in the CPUD as a deviation from code.
   Response:
   Acknowledged.

3. Original Comment 7: In the parking calculations, provide justification for the 1.76 spaces per unit for Multi-family. The code is 1.5 per 1 bedroom and 2 per 2 bedroom. The breakdown of units was not found on the site plan.
   2nd Review Comment: The City will include the deficit of residential parking spaces in the CPUD as a deviation from code.
   Response:
   Acknowledged.

4. Include in the revised memo a total tree mitigation cost to compare with the stormwater credit.
   2nd Review Comment: The Applicant indicated a revised memo was included in the resubmittal, however, it was not included. Per discussion with Tom Reetz, the City needs to see the total tree mitigation cost to evaluate the potential credits for stormwater quality offsets.
   Response:
   The tree mitigation calculation has been provided on the landscape plans which include the 81% Nitrogen Removal Credit and Phosphorus Removal Credit from the Tree Mitigation Stormwater Letter provided by EDC.

Environmental Comments:

Initial Comment

Item 34A – Avoidance and Minimization and Other Environmental Impacts – According to the EA there are disturbed wetlands and surface waters on-site and pine flatwoods. The current site plan provides no avoidance or minimization of wetlands or native upland habitat. Also, there are some discrepancies on the acreage of wetland and surface waters in the information provided. The site plan references 8.33 acres of wetlands and surface waters. The EA references 8.67 acres in the text, 7.6 acres on Figure 5 and 8.32 acres on Figure 4 (Florida Land Use, Cover and Forms Classification (FLUCFCS) Map). This needs to be explained/corrected as it also affects preserve calculations for the site.

1.2019 Response: Though updated information has been provided in the Environmental Assessment (Revised December 2018), the wetland acreages still do not match. The wetland graphic attached to the South Florida Water Management District (SFWMD) informal jurisdictional determination (JD) shows 5.39 acres of wetlands and 0.78 acres of other surface waters and 2.5 acres permitted surface water management facility (8.67 acres total), while the text, FLUCFCS map (Figure 4) and Wetland Map (Figure 5) describes 5.27 acres of wetlands. It appears there is a discrepancy in the acreage of wetland 7 between the EA (3.17 acres) and the SFWMD maps (3.29 acres). The acreage of wetlands and surface waters provided on the site plan match the SFWMD map. This discrepancy needs to be explained.

Note: The Wetland Assessment Report provided with this response to comments does match the EA, but

does not match the SFWMD informal JD or Site Plan.

1.2021 Comment: The wetland acreages remain inconsistent, with the SFWMD ERP showing 5.59 acres of wetlands and 0.86 acres of 'other surface waters', while the environmental assessment mentions 6.5 acres of wetlands, and 4.1 acres of 'other surface waters', of which 3.7 is previously permitted. This discrepancy needs to be explained.

4.2021 Response: the discrepancy has been explained and it has been clarified that the SFWMD ERP acreage should be used over the EA acreage, as the EA acreage covers additional land. We have no additional comments.

Applicant Response:
Acknowledged.

Initial Comment
Based on the descriptions of the wetlands and upland habitat provided in the EA, the site has been highly disturbed and exotic and nuisance vegetation has reduced the quality of the habitat on-site. There is approximately 4.61 acres of pine flatwoods. Also, the wetlands and surface waters for the most part occur scattered throughout the center portions of the site, which may limit avoidance and minimization. However, an explanation should be provided to the City to describe why avoidance and minimization is not possible.

1.2019 Comment: An explanation has been provided and appears to be sufficient. In addition, a Wetland Assessment Report was submitted in response to the City's comments regarding the comprehensive plan compliance. This report demonstrates that all the wetlands are isolated and disturbed. The documentation provided in the Wetland Assessment Report appears to be complete and supports the low ecological value of the on-site wetlands.

1.2021 Comment: no additional comments.

Applicant Response:
Acknowledged.

Initial Comment:
Item 34B – On-site minimization. See comments in 34A. 1.2019

Comment: See comments above for item 34A.

1.2021 Comment: See comments above for item 34A.
4.2021 Response: no additional comments.

Applicant Response:
Acknowledged.

Initial Comment:
Item 34C- The site plan does not show any of the wetlands, surface waters or proposed preserve areas. The wetlands and surface waters and the impacts to such should be shown on the site plan.

1.2019 Comment: Comment not addressed. There are 3 features labeled as ponds shown on the site plan, but the wetlands have not been included on the site plan.

1.2021 Comment: comment not addressed, no wetlands have been included on the site plan.

4.2021 Response: All wetlands, regardless of planned impacts, need to be shown on a site plan for review.

Response:
The proposed site plan will results in impacts to all wetlands and all other surface waters. The wetlands proposed for impacts will be permitted through the SFWMD and proposed to be mitigated offsite at a mitigation bank (Bluefield Ranch) as was authorized in the original conceptual permit for the Kanner CPUD project. Existing wetlands are proposed for impact and thus are not shown on the site plan.

Initial Comment:
Item 34D – Partially complete. A FLUCFCS Map and descriptions and an aerial are provided in the EA. Please see comments in 34A above regarding the discrepancies in the acreages provided for the wetlands and surface waters.

1.2019 Comment: See comments above. There are still discrepancies in the EA and Wetland Assessment Report from what is shown on the SFWMD informal JD and the Site Plan

1.2021 Comment: See comments above, the acreage discrepancies still exist.

4.2021 Response: no further comments.
Response:
Acknowledged.

Initial Comment:
Item 34E – A preliminary wetland and surface water map was provided in the EA (Figure 5) and the report indicates that South Florida Water Management District (SFWMD) has field verified the line. The informal jurisdictional determination (JD) letter should be provided to the City when received. There is no indication or documentation in the materials provided as to the status of the US Army Corps of Engineers review or JD. There is no correspondence from Florida Fish and Wildlife Conservation Commission (FWC) or the US Fish and Wildlife Service (USFWS), but an opinion of the wetland habitat quality has been provided by a professional biologist. The wetlands and surface waters appear to be degraded and provide limited habitat value.

1.2019 Comment: The SFWMD informal JD has been provided in the response along with a discussion of coordination that has been initiated with USACE and USFWS. Response is sufficient.

1.2021 Comment: no additional comments.

4.2021 Response: no additional comments.

Response:
Acknowledged.

Initial Comment:
Item 34G – The EA provides a description of the native upland on-site – Pine flatwoods and provides a calculation of the approximate upland preserve required. But as described in 34A and in the engineering comments, there are discrepancies in the calculation of wetlands and thus the amount of preserve based on 25% upland preserve requirement. It does not appear that any native upland is being preserved, but instead the 25% is being achieved as perimeter buffers that are planted with native vegetation.

1.2019 Response: Based on the wetland discrepancies that remain the acreages in the EA and Site Plan do not match for upland preserve. However, the Site Plan does match the upland acreage based on the SFWMD informal JD.

1.2021 Response: Wetland discrepancies still need to get clarified to determine exact acreage requirements for upland preserve, however, the site plan does appear to provide enough acreage in the landscaping to satisfy this criteria.

4.2021 Response: no additional comments.

Response:
Acknowledged.

Initial Comment:
Item 34H – See comments for 34G. 1.2019 Response: See response for 34G.
1.2021 Response: See response for 34G.
4.2021 Response: no additional comments

Response:
Acknowledged.

Please feel free to contact me if you have any questions or need any additional materials.

Sincerely,



Doug Fitzwater
Copy to team

O'Rourke Engineering Planning has received the comments for the Land Use Plan Amendment Traffic Analysis (dated March 16, 2021), Site-Specific Traffic Analysis (dated March 16, 2021), and Signal Warrant Analysis (Dated March 16, 2021) for the M & M Retail Development. Our response is outlined below.

In addition to editing the report to address your comments, we made a few additional changes that we want to point out to you. Those changes include project descriptions updated to match the land use in the trip generation table (some text references were one version out of data), updated the intersection geometrics at Driveway 2 to reflect aligning with the driveway on the west side of Kanner Highway, updated intersection analysis that included those geometrics.

Land Use Plan Amendment Traffic Analysis

1. Please update the **Table 2b** to include the correct AM peak hour directional split for ITE LUC 857 (Discount Club).

   The AM Peak Hour directional split for ITE LUC 857 (Discount Club) was revised to the correct 70/30 split. You will note the internal capture changed as a result. The net trips increased by 1. Therefore, all AM table were revised to reflect this change and the internal capture matrix was revised as well.

2. Please update **Table 6a and Table 6b** for roadway segments to show Willoughby Blvd from Salerno Rd to Pomeroy St as a 2-Lane undivided roadway per the Martin County Roadway LOS Inventory Report.

   The lane description for Willoughby Blvd in Table 6a and Table 6b was revised to reflect the 2-lane section.

3. Please revise language within the "Five-Year Analysis -2025" and "Conclusion" sections of the report to include the updated trip generation potential for the site.

   All text and analyses referencing the trip generation numbers have been revised to match the updated trip generation.

4. Please include the Allowable Pass-By Calculations within Appendix C of the site-specific report in the land-use plan amendment traffic analysis. Additionally, please revise the Allowable Pass-By Calculations to exclude background traffic growth.

   The pass-by calculations have been included in Appendix B of the LUPA analysis. Based on further discussion, the background traffic growth was retained for purposes of this study.

Site Specific Traffic Impact Analysis

1. Please update the **Table 2b** to include the correct AM peak hour directional split for ITE LUC 857 (Discount Club).

The AM Peak Hour directional split was revised to the correct 70/30 split.

2. Please revise the Allowable Pass-By Calculations within Appendix C of the report to exclude background traffic growth.

   Based on further discussion, the background traffic growth was retained for purposes of this study.

Signal Warrant Analysis

1. Please confirm that the "M M Retail - Total Retail Land Use" daily trip generation calculations within Table 1 are accurate. It appears that they are different than what is shown in the site-specific traffic impact analysis.

   The daily trip generation in the Signal Warrant is correct. It is presented differently than what is in the LUPA and TIA in that it only includes the total and external trips. It does not show the net external trips affected by pass-by.

Revised March 12, 2021 *Via: Electronic Mail*

City of Stuart Planning Department
121 SW Flagler Avenue
Stuart, FL 34994

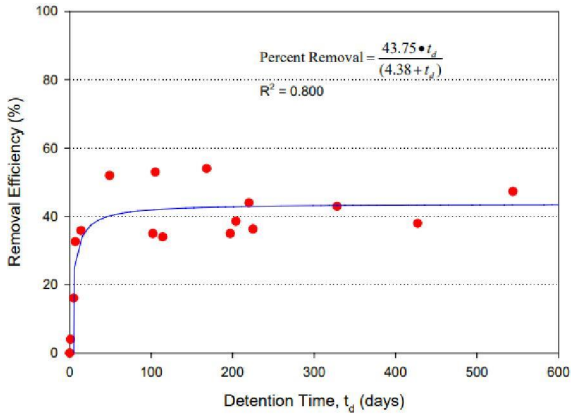
Re: Costco – Kanner PUD
City of Stuart LDC 5.05.02(i) Tree Replacement – Innovative Stormwater Treatment

To Whom it May Concern:

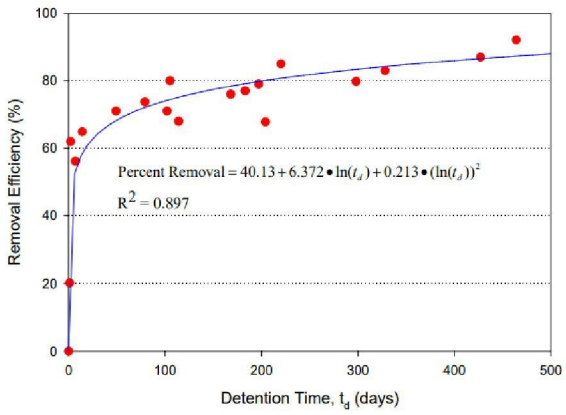
Please find below and enclosed an analysis for the above referenced PUD in accordance with City of Stuart Land Development Code (LDC). The applicant seeks approval of the proposed tree replacement fund credit based on the PUD's stormwater management system removal efficiency of nitrogen and phosphorus per Section 5.05.02(i).

The proposed PUD will convert the existing property from a ruderal upland pine and wet flatwood land coverage to a mixed-use development. The most practical type of stormwater system to serve a development of this size is a wet detention lake system. Lakes provide the required treatment and attenuation per regulations set forth by the City of Stuart, SFWMD, and FDOT while also providing the developer a cost-efficient means of generating fill for their project.

Per the LDC, the City's minimum removal efficiency to qualify for tree replacement credit is 81% for both nitrogen and phosphorus. While wet detention lakes can achieve upwards of 90% removal of phosphorus, the maximum removal efficiency of nitrogen is approximately 45% (Evaluation of Current Stormwater Design Criteria within the State of Florida, Harper, 2007).



Nitrogen Removal Efficiency



Phosphorus Removal Efficiency

As such, the developer is proposing to integrate additional dry retention ponds, a bio-detention shelf, and littoral zone plantings into the stormwater management system serving the PUD. These measures will allow for a higher removal efficiency of both nitrogen and phosphorus.

Please see the enclosed BMP Trains calculations for proposed nutrient removal efficiency. Calculations are based on preliminary engineering of the stormwater management system. The final removal efficiencies will be determined at time of final construction level plan design. The wet detention permanent pool volumes are based on an anoxic depth of 12' below control (not to the maximum depth of 25').

Provided Nitrogen Removal = 81%
Provided Phosphorus Removal = 90%

Tree Replacement Credit:
As a result of constructing additional dry retention ponds the developer is foregoing the opportunity to serve the entire development with wet detention lakes. This will result in additional fill costs to the project that would otherwise be offset by excavating lakes of a total equivalent footprint. Below is a cost breakdown of the result fill costs.

Potential Wet Detention Lake Excavation Volume to be Offset*:
Total Loss of Excavation Volume = 31,606 cuyds
**Potential excavation depth and volume has been calculated assuming a typical wet detention lake section that is consistent with the lakes to be constructed for the project. Loss of potential excavation is assumed to bottom of the proposed dry retention ponds and bio-detention shelf as compared to a lake of equivalent net size. Maximum potential lake depth is assumed to be the same as the proposed lakes at 25' deep. Dry pond bottoms are assumed to start 1' above the lake control elevation. See enclosed Lake Excavation Exhibit included in this submittal.*

Cost of Fill =$10.00/cuyd
= $10.00/cuyd x 31,606 cuyds = **$316,060.00**

Per the City of Stuart LDC:

Table 2: Credit for Providing Additional Nitrate and Phosphate Removal

Percentage of Nitrate and Phosphate Loading Reduction from Stormwater	Maximum Pollutant Removal Factor for Construction Value of Additional Stormwater Treatment [a]
81% to 85%	1.25
86% to 89%	1.5
90%+	2.0

To account for varying treatment efficiencies in the proposed system the tree replacement credit calculations will assume a proportionate cost share for nitrogen and phosphorus removal that is equal; $197,537.50 multiplied by the allowable credit. As such:

81% Nitrogen Removal Credit = $197,537.50 x 1.25 = $197,537.50
90% Phosphorus Removal Credit = $197,537.50 x 2.0 = $316,060.00
Total Credit for Providing Nutrient Removal = $513,597.50

We feel this analysis and the enclosed calculations provide sufficient support for the above tree removal credit to offset a portion of the overall required tree replacement fund. Should you have any questions or comments do not hesitate to contact our office.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.



David C. Baggett, P.E.
Professional Engineer

Cc: Doug Fitzwater – Lucido and Associates

Z:\EDC-2020\20-313 - Costco Stuart - Kanner Highway\ENGINEERING\Documents\Submittal Documents\Applications\2021-03-12)CoS_PUD_Site_Plan_1st_Response\2021-03-12_Revised_Tree_Mitigation_Stormwater_Letter.docx

GENERAL SITE INFORMATION: V 8.6	GO TO INTRODUCTION PAGE	3/12/2021	Blue Numbers = Input data Red Numbers = Calculated or Carryover

Select the appropriate Meteorological Zone, input the appropriate Mean Annual Rainfall amount and select the type of analysis

NAME OF PROJECT: Cost Co / Kanner Hwy PUD

HELP Rainfall

VIEW ZONE MAP

Meteorological Zone (Please use zone map): CLICK ON CELL BELOW TO SELECT — Zone 5

Mean Annual Rainfall (Please use rainfall map): 57.00 Inches

VIEW MEAN ANNUAL RAINFALL MAP

Type of analysis: CLICK ON CELL BELOW TO SELECT — Specified removal efficiency

Treatment efficiency (N, P) (ex 80 70 (no decimal points) **use only for specified removal efficiency**): 81 81 %

GO TO WATERSHED CHARACTERISTICS

Select the STORMWATER TREATMENT ANALYSIS Button below to begin analyzing the effectiveness of Best Management Practices.

Model documentation and example problems.

STORMWATER TREATMENT ANALYSIS

Systems available for analysis:
Retention Basin with option for calculating effluent concentration
Wet Detention
Exfiltration Trench
Pervious Pavement
Stormwater Harvesting
Biofiltration
Greenroof
Rainwater Harvesting
Managed Aquatic Plants Detention
Vegetated Natural Buffer
Vegetated Filter Strip
Swale
Rain Garden
Tree Well
Lined reuse pond
User Defined BMP

There is a user's manual for the BMPTRAINS model. It can be downloaded from www.stormwater.ucf.edu. The results from the example problems shown in the manual however may not reflect current model results due to ongoing updates of the model.

RESET INPUT FOR STORMWATER TREATMENT ANALYSIS

METHODOLOGY FOR CALCULATING REQUIRED TREATMENT EFFICIENCY

METHODOLOGY FOR RETENTION SYSTEMS

METHODOLOGY FOR WET DETENTION SYSTEMS

METHODOLOGY FOR GREENROOF SYSTEMS

METHODOLOGY FOR WATER HARVESTING SYSTEMS

WATERSHED CHARACTERISTICS V 8.6

GO TO STORMWATER TREATMENT ANALYSIS | Blue Numbers = Input data | Red Numbers = Calculated | LAND USES/EMC

SELECT CATCHMENT CONFIGURATION 3/12/2021

CLICK ON CELL BELOW TO SELECT CONFIGURATION

J - Mixed-4 Catchment-3 Series-Parallel

VIEW CATCHMENT CONFIGURATION

For comingling, the off-site catchment must be upstream. The delay is only for retention BMPs and must be used in hours as measured by the time of concentration at a one inch/hour rain

COMINGLING | MULTI-LAND USE

GO TO GENERAL SITE INFORMATION PAGE

Delay [hrs] | CATCHMENT NO.1 NAME: POST DA A-2

max delay = 15 hrs.

VIEW AVERAGE ANNUAL RUNOFF "C" Factor

VIEW EMC & FLUCCS

GO TO GIS LANDUSE DATA

OVERWRITE DEFAULT CONCENTRATIONS USING:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Pre-development land use:	CLICK ON CELL BELOW TO SELECT		Total pre-development catchment area:	11.910 AC
	Undeveloped - Ruderal/Upland Pine: TN=1.694 TP=0.162		Total post-development catchment or for BMP analysis:	11.910 AC
with default EMCs	CLICK ON CELL BELOW TO SELECT		Pre-development Non DCIA CN:	77.00
Post-development land use:	Multi-Family: TN=2.320 TP=0.520		Pre-development DCIA percentage:	0.00 %
with default EMCs			Post-development Non DCIA CN:	88.00
			Post-development DCIA percentage:	74.50 %
			Estimated BMP Area (No loading from this area)	2.730 AC

Average annual pre runoff volume:	7.626 ac-ft/year
Average annual post runoff volume (note no BMP area):	29.121 ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	15.932 kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	1.524 kg/year
Post-development Annual Mass Loading - **Nitrogen:**	83.321 kg/year
Post-development Annual Mass Loading - **Phosphorus:**	18.675 kg/year

CATCHMENT NO.2 NAME: POST DA A-3

OVERWRITE DEFAULT CONCENTRATIONS:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Pre-development land use:	CLICK ON CELL BELOW TO SELECT		Total pre-development catchment area:	27.130 AC
	Undeveloped - Wet Flatwoods: TN=1.213 TP=0.021		Total post-development catchment or BMP analysis area:	27.130 AC
with default EMCs	CLICK ON CELL BELOW TO SELECT		Pre-development Non DCIA CN:	77.00
Post-development land use:	High-Intensity Commercial: TN=2.40 TP=0.345		Pre-development DCIA percentage:	0.00 %
with default EMCs			Post-development Non DCIA CN:	88.00
			Post-development DCIA percentage:	74.50 %
			Estimated BMP Area (No loading from this area)	2.630 AC

Average annual pre runoff volume:	17.371 ac-ft/year
Average annual post runoff volume (note no BMP area):	77.720 ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	25.987 kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	0.450 kg/year
Post-development Annual Mass Loading - **Nitrogen:**	230.038 kg/year
Post-development Annual Mass Loading - **Phosphorus:**	33.068 kg/year

CATCHMENT NO.3 NAME: Post DA B-NWW-4A

OVERWRITE DEFAULT CONCENTRATIONS:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Pre-development land use:	CLICK ON CELL BELOW TO SELECT		Total pre-development catchment area:	9.386 AC
	Highway: TN=1.520 TP=0.200		Total post-development catchment or BMP analysis area:	9.386 AC
with default EMCs	CLICK ON CELL BELOW TO SELECT		Pre-development Non DCIA CN:	80.00
Post-development land use:	Highway: TN=1.520 TP=0.200		Pre-development DCIA percentage:	68.08 %
with default EMCs			Post-development Non DCIA CN:	80.00
			Post-development DCIA percentage:	68.08 %
			Estimated BMP Area (no loading from this area)	0.000 AC

Average annual pre runoff volume:	26.765 ac-ft/year
Average annual post runoff volume (note no BMP area):	26.765 ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	50.172 kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	6.602 kg/year
Post-development Annual Mass Loading - **Nitrogen:**	50.172 kg/year
Post-development Annual Mass Loading - **Phosphorus:**	6.602 kg/year

CATCHMENT NO.4 NAME: POST DA A-1

OVERWRITE DEFAULT CONCENTRATIONS:

	PRE:	POST:
EMC(N):	mg/L	mg/L
EMC(P):	mg/L	mg/L

USE DEFAULT CONCENTRATIONS

Pre-development land use:	CLICK ON CELL BELOW TO SELECT		Total pre-development catchment area:	9.950 AC
	Undeveloped - Ruderal/Upland Pine: TN=1.694 TP=0.162		Total post-development catchment or BMP analysis area:	9.950 AC
with default EMCs	CLICK ON CELL BELOW TO SELECT		Pre-development Non DCIA CN:	77.00
Post-development land use:	Multi-Family: TN=2.320 TP=0.520		Pre-development DCIA percentage:	0.00 %
with default EMCs			Post-development Non DCIA CN:	83.00
			Post-development DCIA percentage:	61.40 %
			Estimated BMP Area (no loading from this area)	2.270 AC

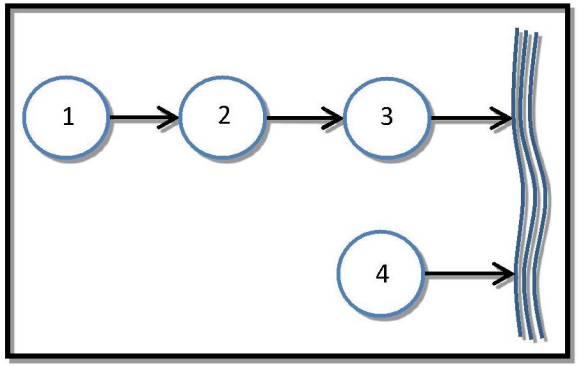
Average annual pre runoff volume:	6.371 ac-ft/year
Average annual post runoff volume (note no BMP area):	20.733 ac-ft/year
Pre-development Annual Mass Loading - **Nitrogen:**	13.310 kg/year
Pre-development Annual Mass Loading - **Phosphorus:**	1.273 kg/year
Post-development Annual Mass Loading - **Nitrogen:**	59.320 kg/year
Post-development Annual Mass Loading - **Phosphorus:**	13.296 kg/year

STORMWATER TREATMENT ANALYSIS:	V 8.6	GO TO GENERAL SITE INFORMATION PAGE	Blue Numbers =	Input data
			Red Numbers =	Calculated

If not done, specify pre- and post-development watershed characteristics.

3/12/2021

GO TO WATERSHED CHARACTERISTICS



Total Required Treatment Efficiency:

Required Treatment Eff (**Nitrogen**):	81	%
Required Treatment Eff (**Phosphorus**):	81	%

Select one of the BMPs below to analyze efficiency or review the summary data.

RETENTION BASIN	WET DETENTION / MAP	EXFILTRATION TRENCH	RAIN GARDEN / depression storage	SWALE	USER DEFINED BMP
PERVIOUS PAVEMENT	STORMWATER HARVESTING	FILTRATION	View Media Mixes	NOTE !!!: All individual system must be sized prior to being analyzed in conjunction with other systems. Please read instructions in the CATCHMENT AND TREATMENT SUMMARY RESULTS tab for more information.	
GREENROOF	RAINWATER HARVESTING	LINED REUSE POND & UNDERDRAIN INPUT	GO TO COST ANALYSIS WORKSHEET		
VEGETATED NATURAL BUFFER	VEGETATED FILTER STRIP	TREE WELL	CATCHMENT AND TREATMENT SURFACE		

WET DETENTION / MANAGED AQUATIC PLANTS: 3/12/2021 V 8.6

Blue Numbers = Input data
Red Numbers = Calculated or Carryover

Also called: FLOATING ISLANDS and includes a wet detention pond:

Cost Co / Kanner Hwy PUD

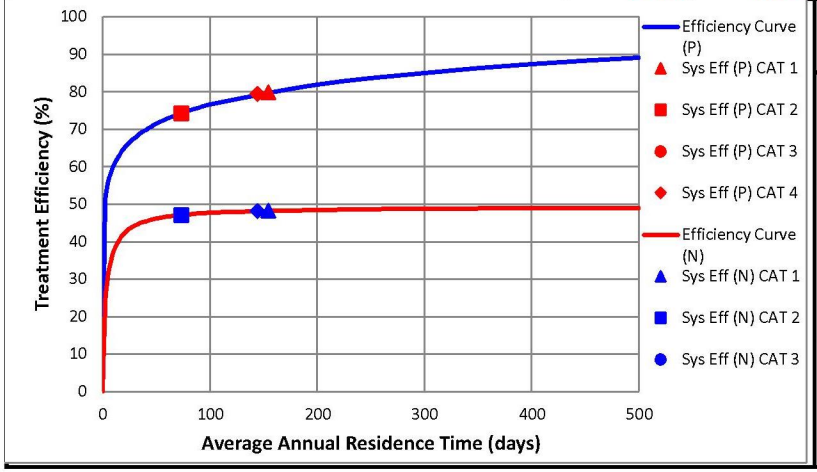
GO TO STORMWATER TREATMENT ANALYSIS

	POST DA A-2	POST DA A-3	st DA B-NWW	POST DA A-1	
Total pre-development catchment area:	11.910	27.130	9.386	9.950	ac
Total post-development catchment area:	9.180	24.500	9.386	7.680	ac
Average annual residence time (between 1 and 500 days)	154.55	73.30		144.20	days
Littoral Zone or other improvements used?*	YES	YES		YES	
Littoral Zone or other improvement efficiency credit:	10.00	10.00		10.00	%
Floating Wetland or Mats used in the design:	NO	NO		NO	
Floating Wetland or Mats credit:	0.00	0.00		0.00	%
Total **Nitrogen** removal required:	81.000	81.000	81.000	81.000	%
Total **Phosphorus** removal required:	81.000	81.000	81.000	81.000	%
Total **Nitrogen** removal efficiency:	48.290	47.155	0.000	48.214	%
Total **Phosphorous** removal efficiency:	79.894	74.281	0.000	79.363	%
Is the wet detention sufficient:	NO	NO		NO	
Average annual runoff volume:	29.121	77.720	26.765	20.733	ac-ft/yr

* pond coverage must follow Regulatory Requirements

Wet Detention Pond Characteristic:

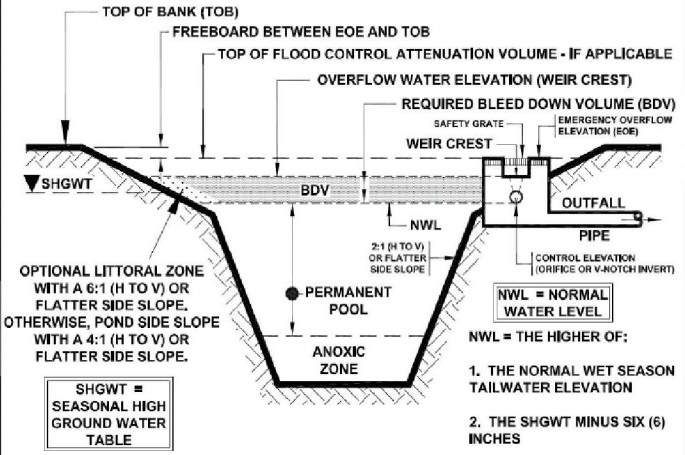
Minimum Pond Permanent Pool Volume:	12.331	15.608		8.191	ac-ft



NOTE FOR TREATMENT EFFICIENCY GRAPH:

The purpose of the treatment efficiency graphs is to help illustrate the treatment efficiency of the wet detention system as the function of average annual residence time (and permanent pool volume). The graph illustrates that there is a point of diminished return as the permanent pool volume is substantially increased. Therefore, to provide the most economical BMP treatment system, other alternatives such as "treatment trains" and compensatory treatment should be considered.

REQUIRED REMAINING TREATMENT EFFICIENCIES OF TREATMENT SYSTEM IN SERIES WITH FLOATING ISLANDS WITH WET DETENTION. USE FOR SIZING OF TREATMENT SYSTEM IN SERIES WITH FLOATING ISLANDS WITH WET DETENTION.



TYPICAL X-SECTION OF A WET DETENTION SYSTEM

Source of Graphic: draft **STORMWATER QUALITY APPLICANT'S HANDBOOK** dated March 2010, by the Department of Environmental Protection, available at: http://www.dep.state.fl.us/water/wetlands/erp/rules/stormwater, March 2010

RETENTION BASIN: 3/12/2021 V 8.6

Blue Numbers =	Input data
Red Numbers =	Calculated or Carryover

RETENTION BASIN SERVING: Cost Co / Kanner Hwy PUD

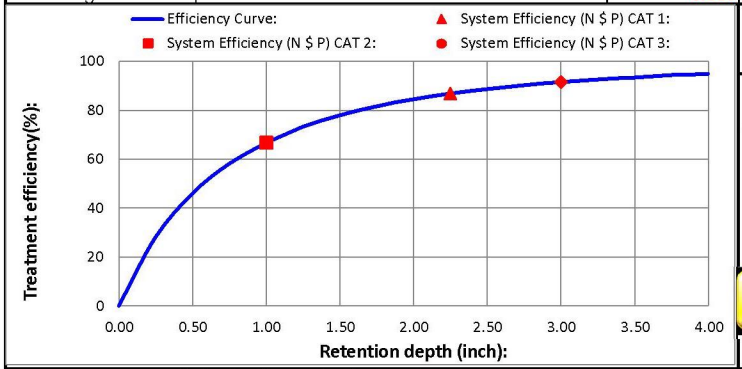
GO TO STORMWATER TREATMENT ANALYSIS

Loadings from BMP area are contained by the BMP, thus no BMP area load.

	POST DA A-2	POST DA A-3	ost DA B-NWW-4	POST DA A-1	
Watershed area cotributing to basin:	9.180	24.500	9.386	7.680	ac
Required Treatment Eff (**Nitrogen**):	81.000	81.000	81.000	81.000	%
Required Treatment Eff (**Phosphorus**):	81.000	81.000	81.000	81.000	%
Required retention depth over the watershed to meet required efficiency:	1.694	1.694	1.694	1.694	in
Required water quality retention volume:	1.296	3.458	1.325	1.084	ac-ft

RETENTION BASIN FOR MULTIPLE TREATMENT SYSTEMS (if there is a need for additional removal efficiencies in a series of BMPs):

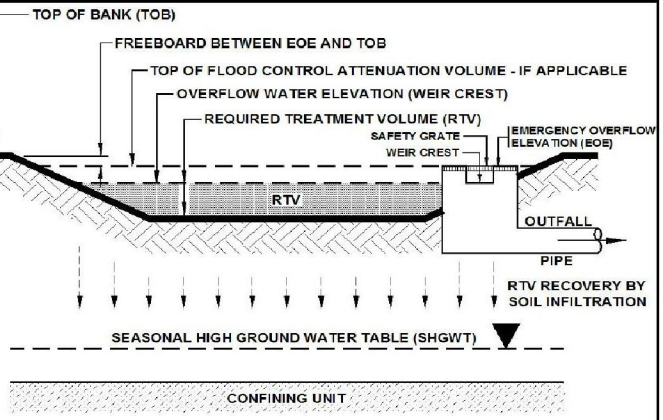
Retention volume based on retention depth and Total area - BMP area	1.721	2.042	0.000	1.920	ac-ft
Provided retention depth (0.1-3.99 inches over the watershed)	2.250	1.000		3.000	in
Provided treatment efficiency (**Nitrogen**):	87.044	66.793	0.000	91.712	%
Provided treatment efficiency (**Phosphorus**):	87.044	66.793	0.000	91.712	%
Remaining treatment efficiency (**Nitrogen**):	0.000	42.783	81.000	0.000	%
Remaining treatment efficiency (**Phosphorus**):	0.000	42.783	81.000	0.000	%
Remaining retention depth needed:	0.000	0.694	1.694	0.000	in



NOTE FOR TREATMENT EFFICIENCY GRAPH:

The purpose of this graph is to help illustrate the treatment efficiency of the retention system as the function of retention depth **for a single BMP and in a single catchment**. The graph illustrates that there is a diminished return as the retention depth is increased. Thus evaluations of other alternatives in "treatment trains" and compensatory treatment should be considered. **NOTE:** the retention volume can not exceed 3.99 inches to be within the range of data used to determine effectiveness.

HELP - EXAMPLE PROBLEM 3



TYPICAL CROSS SECTION OF A "DRY" RETENTION SYSTEM

View Media Mixes

Estimate of groundwater impacts	Catchment 1	Catchment 2	Catchment 3	Catchment 4
Use only down flow media mix before water enters the ground, specify type				
Nitrogen mass reduction in groundwater discharge (%)				
Phosphorus mass reduction in groundwater discharge (%)				

Source of Graphic: draft **STORMWATER QUALITY APPLICANT'S HANDBOOK** dated March 2010, by the Department of Environmental Protection, available at: http://www.dep.state.fl.us/water/wetlands/erp/rules/stormwater, March 2010.

CATCHMENTS AND TREATMENT SURFACE DISCHARGE SUMMARY V 8.6

CALCULATION METHODS:

1. The effectiveness of each BMP in a single catchment is converted to an equivalent capture volume.
2. Certain BMP treatment train combinations have not been evaluated and in practice they are at this time not used, an example is a greenroof following a tree well.
3. Wet detention is last when used in a single catchment with other BMPs, except when followed by filtration

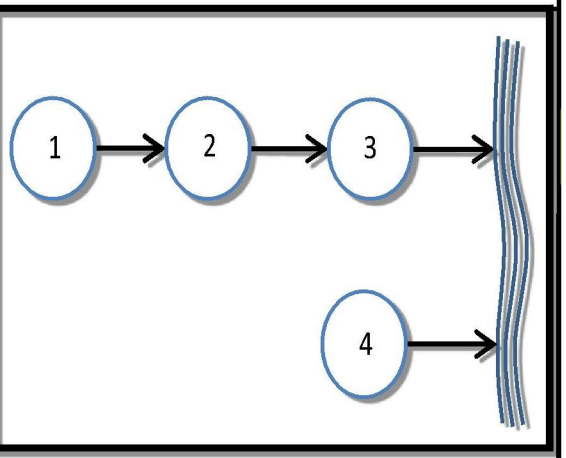
PROJECT TITLE	Cost Co / Kanner Hwy PUD	Optional Identification	Cost Co / Kanner Hwy PUD	
	POST DA A-2	POST DA A-3	Post DA B-NWW-4A	POST DA A-1
BMP Name	Retention Basin	Retention Basin		Retention Basin
BMP Name	Wet Detention/ MAPs	Wet Detention/ MAPs		Wet Detention/ MAPs
BMP Name				

REVIEW, ONE OR MORE CATCHMENT HAS BEEN SPECIFIED WITHOUT A BMP

Surface Water Discharge Summary Performance of Entire Watershed

Catchment Configuration	J - Mixed-4 Catchment-3 Series-Parallel		3/12/2021
Nitrogen Pre Load (kg/yr)	105.40		BMPTRAINS MODEL
Phosphorus Pre Load (kg/yr)	9.85		
Nitrogen Post Load (kg/yr)	422.85		
Phosphorus Post Load (kg/yr)	71.64		
Target Load Reduction (N) %	81		
Target Load Reduction (P) %	81		
Target Discharge Load, N (kg/yr)	80.34		
Target Discharge Load, P (kg/yr)	13.61		
Provided Overall Efficiency, N (%):	81		
Provided Overall Efficiency, P (%):	90		
Discharged Load, N (kg/yr & lb/yr):	81.57	179.67	
Discharged Load, P (kg/yr & lb/yr):	7.25	15.97	
Load Removed, N (kg/yr & lb/yr):	341.28	751.70	
Load Removed, P (kg/yr & lb/yr):	64.39	141.83	

Treatment Objectives or Target for
TN MET
TP MET



AFFIDAVIT ATTESTING TO NOTIFICATION

I, DOUG FITZWATER, being first duly sworn, depose and say:

1. That Lucido & Associates is the applicant's authorized agent;

2. That said property Is the subject of a request for a Large-Scale Comprehensive Plan Amendment to assign a future land use designation of Neighborhood/Special District and concurrently apply a Commercial Planned Unit Development 'CPUD' zoning designation to the 49+/- acre combination of parcels for the approval of residential and commercial uses including a Costco Wholesale club with fueling facility as part of an overall site plan.;

3. That the notice for the public hearings before the City of Stuart Local Planning Agency on Thursday, April 29, 2021 and the City Commission on Monday, May 24, 2021 was sent by U.S. Mail on April 14, 2021 to the property owners within 300 feet of the subject property, a copy of which notice is attached hereto and made a part hereof;

4. That the list of the property owners and their addresses within 300 feet of the subject property prepared by Prestige Title Agency dated December 21, 2020 is attached hereto and made a part hereof;

5. That the notification signs were posted on April 14, 2021, of which photographs of the signs are attached hereto and made a part hereof.

Doug Fitzwater

STATE OF FLORIDA
COUNTY OF MARTIN

SWORN TO AND SUBSCRIBED before me this 21 day of April, 2021 by DOUG FITZWATER, who [X] is personally known to me or [ ] has produced _____ as identification.

(Notarial Seal)

KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
My Commission Expires:

Notice to Surrounding Property Owners

Subject:	**Notice of Public Hearings Before:** The Local Planning Agency (LPA) & The City of Stuart City Commission (CC)
Petitioner:	M&M Realty Partners (Applicant) Nehme Holdings, LLC (Property Owner) Willoughby Group, LLC (Property Owner)
Parcel ID #:	16-38-41-000-000-00440-8; 16-38-41-000-000-00442-6 40-38-41-001-002-00000-5; 16-38-41-000-000-00460-3
Address of Property:	Approximately 49 +/- acres consisting of four parcels between S. Kanner Hwy and S.E. Willoughby Blvd., south of Martin County High School and Lychee Tree Nursery and north of Indian Street in the City of Stuart, Florida (see attached location map)
Proposed Request:	The applicant is requesting a Large Scale Comprehensive Plan Amendment to assign a future land use designation of Neighborhood/Special District and concurrently apply a Commercial Planned Unit Development 'CPUD' zoning designation to the 49+/- acre combination of parcels for the approval of residential and commercial uses including a Costco Wholesale club with fueling facility as part of an overall site plan.

Dear Property Owner:

Please be advised that the City of Stuart will conduct public hearings before the Local Planning Agency and City Commission on the dates and times as listed below:

City of Stuart Local Planning Agency on **Thursday April 29, 2021 at 5:30 P.M.** (Special Meeting) &
City of Stuart City Commission on **Monday, May 24, 2021 at 5:30 P.M.** to consider the above request.

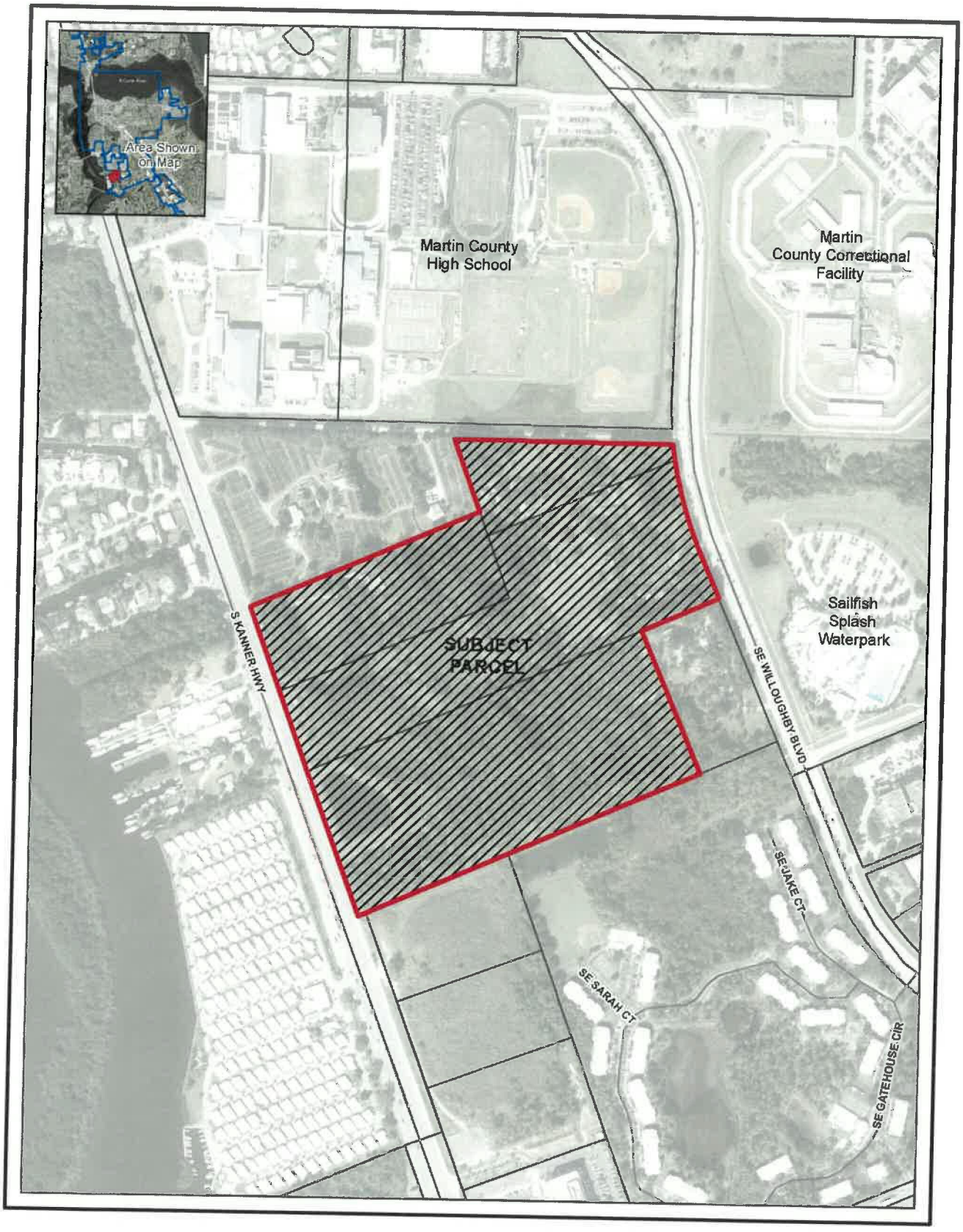
The public hearing(s) will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the City's Project Planner, Tom Reetz at (772) 600-1284, M-F 8:30 A.M. – 5:00 P.M.

Tom Reetz

Thomas J. Reetz
Senior Planner
Development Department, City of Stuart

LOCATION MAP:



Prestige title agency, inc.

736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

December 21, 2020

TO: GUNSTER

RE: 300 Radius Search
Nehme Holdings LLC
Willoughby Group LLC
Monterey Station, Inc.
File #P20-11615/IC

==========

INVOICE

Radius Search	$500.00

THANK YOU.

Please remit payment within 30 days to avoid a late fee of 10%.

3118 S KANNER HIGHWAY LAND TRUST
4755 TECHNOLOGY WAY #205
BOCA RATON FL 33431

BAILEY WILLIAMANASTASIO BRENDA
3500 S KANNER HWY #60
STUART FL 34994

BLAAKMAN DANIEL EBLAAKMAN MICHAEL L
3500 S KANNER HWY 50
STUART FL 34994

BROWN VIRGINIA
3500 S KANNER HIGHWAY #39
STUART FL 34994

BURR YACHT SALES STUART FLORIDA LLC
1106 TURKEY POINT RD
EDGEWATER MD 21037

BURR YACHT SALES STUART FLORIDA LLC
1106 TURKEY POINT RD
EDGEWATER MD 21037

BUSSEY KENNETH ABUSSEY DALIA
7833 SUGAR PINE BLVD
LAKELAND FL 33810

BUSTEED AMY L
3250 SE WILLOUGHBY BLVD
STUART FL 34994

CATES HOWARD B JRCATES JUNE
3500 S KANNER HWY LOT 31
STUART FL 34994

CERTUS STU OWNER LLC
1969 S ALAFAYA TRAIL #377
ORLANDO FL 32828

CIABATTONI NAZZORINE & THERSA
3500 S KANNER HWY #30
STUART FL 34994

DEZIEL JEFFREY B
240 SW WILLOW LAKE TRL
STUART FL 34997

DEZIEL JEFFREY B
240 SW WILLOW LAKE TRL
STUART FL 34997

DONAHUE KEVIN
3500 S KANNER HWY LOT 59
STUART FL 34994

DONALDSON PAUL & DORETHIA
3500 S KANNER HWY LOT 21
STUART FL 34994

FRENCH GEORGE RFRENCH PAMELA J
3500 S KANNER HWY LOT 70
STUART FL 34994

GLEICHAUF RAYMOND AGLEICHAUF CYNTHIA A
233 OLDE HARBOUR TRL
ROCHESTER NY 14612

HARDING LEE G & MARY
23 SW WATERCRESS WAY
STUART FL 34994

HARRY SNYDER JR TRUSTCAROL ANN SNYDER TRUST
3151 S KANNER HWY
STUART FL 34994

HASTINGS CAROLEHASTINGS KIMBERLY
3500 S KANNER HWY LOT 29
STUART FL 34994

HENSLEY THERESA L
3500 S KANNER HWY #49
STUART FL 34994

HORTON STEPHAN WDURNIN PEGGY S
3500 S KANNER HWY LOT 22
STUART FL 34994

KANAWHA REVOCABLE TRUST
334 SE CARDINAL WAY
STUART FL 34996

KANNER STUART LLC
3307 N LAKE BLVD STE 107
PALM BEACH GARDENS FL 33403

KELLY-MAGRANE PAULAMAGRANE ROBERT L
3500 S KANNER HWY LOT 40
STUART FL 34994

KENNETH J & JOANNE M SUNAFRANK REVOC
3500 S KANNER HWY #4
STUART FL 34994

KERSHNER BRIAN
3500 S KANNER HWY #78
STUART FL 34994

LAUTH KENNETH W L/ELAUTH JEFFREY M
3500 S KANNER HWY LOT 69
STUART FL 34994

LYNCH ELLEN LOUISE
3500 S KANNER HWY #1
STUART FL 34994

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MARY ANN BLEASE REVOCABLE TRUST
3500 S KANNER HWY LOT 58
STUART FL 34994

MOSLEY, JOE T (EST)
3400 SE ASTER LN APT 138
STUART FL 34994

NEHME HOLDINGS LLC
44 S SEWALLS POINT RD
STUART FL 34996

NEHME HOLDINGS LLC
44 S SEWALLS POINT RD
STUART FL 34996

NEHME HOLDINGS LLC
44 S SEWALLS POINT RD
STUART FL 34996

PAWLAK, BRADLY R
PO BOX 851
STUART FL 34995-0851

PHILLIPS REBECCA S
3500 S KANNER HWY #48
STUART FL 34994

RIVERLAND INC
3500 S KANNER HWY
STUART FL 34994-4841

RONALD LUZAR DECLARATION OF
TRUSTANNA MARIE LUZAR DECLARATION OF
TRUS
3500 S KANNER HWY #68
STUART FL 34994

SCARINGI, DALE
3500 S KANNER HWY LOT 12
STUART FL 34994

SCHOOL BOARD OF MARTIN COUNTY
500 E OCEAN BLVD
STUART FL 34994

SOUTH FLORIDA WATER MANAGEMENT DISTR
PO BOX 24680
WEST PALM BEACH FL 33416

SP CROSSINGS LLC
5403 W GRAY ST
TAMPA FL 33609

SPERRY, TED ESPERRY, SHARON
3500 S KANNER HWY LOT 2
STUART FL 34994

STARR SUSAN J
3500 S KANNER HWY #79
STUART FL 34994

TAVARES DAVID
3500 S KANNER HWY #38
STUART FL 34994

VAN ACKER THOMAS DVAN ACKER TONI M
3500 S KANNER HWY LOT 11
STUART FL 34994

WALKER MARIANNE JOYJUSSAUME MARY C
7720 SE FORK RIVER DR
STUART FL 34997

WILLOUGHBY GROUP LLC
2578 SW MANOR HILL DR
PALM CITY FL 34990



Sign 1- Northside



Sign 1– Southside



Sign 2- Northside



Sign 2– Southside



Sign 3- Northside



Sign 3– Southside



Sign 4- Northside



Sign 4– Southside

APPLICATION FOR INTERVENOR STATUS

RECEIVED
MAY 12 2021
BY: M. Kindel - Clerk

INFORMATION ABOUT THE PETITIONER	For Office Use Only
APPLICATION FEE: $400.00 (LDR) 11.03.06	Check # 19356 $400.00
FILE NAME:	
FIRST NAME: Linda Kay	LAST NAME: RICHARDS
MAILING ADDRESS	
STREET: 166 SW CABANA PT CIR	CITY: STUART STATE: FL ZIP: 34994
CONTACT INFORMATION	
WORK PHONE	EMAIL: LINDAKAYRICHARDS@GMAIL.COM
CELL PHONE: 772-485-2323	

PETITIONER'S REPRESENTATIVE IF APPLICABLE

FIRM/ORGANIZATION NAME:	
FIRST NAME:	LAST NAME:
MAILING ADDRESS	
STREET	CITY STATE ZIP
CONTACT INFORMATION	
WORK PHONE	EMAIL
CELL PHONE	

LIST OBJECTIONS TO BE INCLUDED IN AGENDA:

(1) Amending the future land use map of the city's comprehensive plan, thereby assigning a Future Land Use Designation of "Neighborhood Special District.

(2) Assigning "CPUD" zoning to said land on the city's official zoning map; Establishing The KANNER CPUD

(3) The use of City STAFF to create loopholes using the Future Land use.

Signature: [signature] Date: 5/12/2021

STATEMENT TO BE DELIVERED TO THE CITY OF STUART CITY COMMISSION May 24,2021
By Jim Snedeker, 4369 S.E. Frazier Court, Stuart

Thank you for your service to our community.

My name is Jim Snedeker and my background is risk management and law enforcement. While in risk management I worked with a team whose focus was modeling windstorms and related weather issues.

When it comes to such modeling the industry best practices and standard is to always model on the basis of a 1 in one hundred year event. Anything less than this can create a bogus result.

All modeling today considers a 100 year event. But the developer in its application used a one in 25 year event.

This is a huge problem since it means they have intentionally designed retention ponds smaller than they should be.

That is, to calculate rainfall and the size of the retention ponds they have used a factor of 2.5 inches of rain per hour for a one in 25 year event. But, they should have used 4.8 inches which is the amount of rain for a one in one hundred year event..

Again, this means that the retention ponds are ½ the size of what they should be.

Since the ponds are ½ the size of what they should be, in the event of a large rain storm there will be significant overflow into the St. Lucie River.

If this overflow was clean water it would be OK but, here's where you have been given wrong information.

Now that I've carefully reviewed their written documents and listened to their verbal representations, I've identified one glaring problem that relates to this run off.

The developer contends that any run-off from impervious surfaces containing oil drippings, transmission fluid and other pollutants from trucks and cars will immediately sink to the bottom of the retention ponds. They have stated that the pollutants can not run into the St. Lucie river. …. Period full stop.

BUT, this is flat out wrong since oil and transmission fluids do not decompose and form into globs when they drip from a truck or car and gather on a parking lot. They only form such masses after an extended period of being in water and then only after, at the earliest, 5 days.

Oils and transmission fluids will form a slick that floats on top of the water and will dump into the St. Lucie River. They will not form globs that sink to the bottom of the retention ponds.

So the take-aways are:
Firstly, that the retention ponds are almost ½ the size of what they should be
And
Secondly, the oils, transmission fluids and other pollutants will flow into the St. Lucie River and make its water problems worse.

Due to the above, I urge you to reject this application and require the developer to properly account for the water run off by doubling the footprint of the retention ponds. Going deeper won't work since the site is only 4 to 5 feet above sea level and the ponds are already this deep so that's why the footprints must be expanded.

In the unlikely event that this project is approved the Commissioners of the City of Stuart, and considering the developers representation that no pollutants will flow into the St. Lucie and other navigable waterways from the

projects impervious surfaces, that it is clear that such Commissioners have a Fiduciary responsibility to the citizens to require the developer to assume all liability for clean-up and damages caused by any pollutants including oil, transmission fluid etc that originate from this project's impervious surfaces and that such liability for all clean-up and damages should continue in perpetuity.

Thank you,

May 12, 2021

City Commission
121 SW Flagler Avenue
Stuart, FL 34994

SUBJECT: Proposed Costco, Retail and Residential Site on Kanner Highway

Dear Commission:

I am forwarding this letter to provide information to the Commission regarding the proposed CPUD development that will include a Costco Retail outlet, 398 apartments and a separate retail center on 48.99 Acres. I previously presented these facts at the LPA Meeting on April 29 and, like many others, believed that the LPA was dismissive of not only the facts and the violations presented, but also dismissive of the presenters that were residents of both the City of Stuart and of Martin County. Residents of Martin County have a vested interest in this project as the project, though technically located in a newly annexed area of the City of Stuart, will have an impact on Martin County in many areas including:

- Ingress and egress from the site onto both Kanner Highway and Willoughby Blvd
- The proposed internal roadway that impacts traffic patterns in the County and near MCHS
- The proximity of the project (bordering on) MCHS
- An increase of the population of Stuart by nearly one half percent with not a single dedication to the City or to the County to offset the negative externalities of the project, of which there are many
- An increase of traffic flow in the County on a major roadway with no provision for the traffic.

Some specific concerns, though there are many more:

1. The site, bordering Kanner Highway on approximately 1200 linear feet, plans for three entrances. The center entrance is planned to have a traffic light and has a deceleration lane of approximately 250'. The northern entrance which will serve only the residential community has a deceleration lane of approximately 250'. The southern entrance – the entrance that will serve the bulk haulers, tankers and up to 18 wheelers to serve Costco and the Costco 18, future to be 24, lane fuel facility does not have a deceleration lane. It can be fully expect that the right lane of Kanner Highway will be perpetually blocked. Always. Kanner Highway just 2 years ago was widened to make it a fully functioning 6 lane arterial to the City and to the County. The Costco site would end its full use and interrupt traffic.

2. The internal roadway in the site plan is a nightmare. All bulk haulers and tankers will have to exit via the traffic circle – as will all traffic leaving Costco. That traffic circle serves all traffic into the Costco site with the exception of a very small amount of the residential traffic that can use the northern entrance. There is only one right turn lane from the center entrance on to Kanner Highway to service all of Costco traffic, almost all of the residential traffic. There is no acceleration lane on a right turn to Kanner – meaning that due to the speed of traffic on Kanner highway, all traffic would necessarily be waiting for a green light. I understand that the internal roadway is "internal", but the poor design of that roadway impacts the traffic flow of both Kanner Highway and Willoughby Blvd. Perhaps it is the best that could be done leading to the core issue of putting so much on such a small site – there is not sufficient area to support all that is planned including the 398 apartments.
3. As you I am sure know, the residential density exceeds the allowable limits by your won code. There are 398 housing units for this site. These housing units are planned on 14.70 acres of the site. This comes to 27 housing units per acre. The residential acreage and the number of units come directly from the site plan submitted. The City Ordinance and Commission approved as law that the residential density will be based on the Residential Acreage – yet the developer and planner based their calculation on total acreage. They say 8.1 units per acre. The City law says 27 units per acre. Allowable is 15 units per acre for a CPUD. This is not in question, it is the law.
4. The use of a PUD (in this case a CPUD) is in itself a variance to normal zoning criteria. The purpose of a PUD is to improve land use, not to abuse land use. There are a number of violations of the spirit and the intent of using a PUD for this project. In summary the use of a PUD is a violation because of the total lack of synergy between 398 high density residential apartments and a destination "big box" store. Section 2.07.00 of your code explains in significant detail that a PUD is used to improve land use and enhance the locale of the PUD involved. In the Costco site, the PUD is used to bypass zoning restrictions to "put a square peg in a round hole" and at the same time to grossly violate existing codes. It is an impossibility for the Commission to declare that both 398 residential units, a 24 pump gas station and a destination box store simultaneously "provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development and the protection of adjacent existing and future development" as demanded by your own code.
5. It is quite possible that the entire site design, particularly the residential area, does not meet NFPA criteria making it a fire hazard disaster. It is possible, though not certain, that the hose reach requirement may be met, but only marginally if at all. However, any review of the parking areas in the residential

area will substantiate that it will be impossible for Fire Rescue to respond to fires due to parked cars resulting in substandard turning radii and also an inability to actually access hydrants in real life. No Fire Marshall in his right mind would approve this site plan given the limited ingress and egress available for response and the inability to maneuver to respond due to parked vehicles. And this is without even considering the lack of places for trash dumpsters apparently conveniently left from the plan due to lack of space and access. The City will take on a huge fire liability if this site is approved according to this plan.

6. There is at this time no "Unified Control" of this PUD, in fact there is not even unified land ownership, and this is a violation of Florida State Law. The ability to accept deviations from normal zoning requirements is granted because there is legally unified control, meaning that one person or one entity has the requirement to enforce the provisions of the PUD which become a City Ordinance. The City has to hold one person or one entity responsible for the enforcement of the PUD provisions. To not do this is not only to violate the spirit of the State Law and the City Codes it is in legal violation of the law to approve this PUD. "Unified Control" documents were requested at the LPA meeting. That request was ignored.
7. It is normal that if a PUD is granted, there is a dedication of something to the granting entity, in this case the City, to overcome the negative externalities of the PUD. In this case, the developer is asking for the addition of 398 residential units. This results in an increase of approximately one half of a percent increase in the population of the City of Stuart. Yet not one square foot of land of this site or PUD is granted for public access or facilities. Not a square foot of parks, of usable open space, no trails not recreation facility – nothing for the City, only advantages to the developers. This is not only unusual for any form of PUD involving residential increases, it borders on disrespect that the Commission would be so dismissive of the City residents. One must certainly begin to wonder the motive behind supporting such a site.

It the City Commissioners were to approve this plan it is a signal to the City and the County residents that the Commissioners ca NOT be trusted with the future development of the land of the City, with the trust of the residents or with proper planning to insure that the desires of the community will be met. Approval of this plan says to all living in the City that the Commission will not hesitate to violate not only the spirit and the intent but also the codes and ordinances in order to provide ill planned growth.

Jerry Kyckelhahn
jerry@traks.com
772-708-5627

We the undersigned are residents of Cabana Point Circle which will be directly affected by the Kanner CPUD development. We believe this development will adversely affect our quality life by increasing traffic, noise pollution, and light pollution and will compromise the safety and security of our children walking to school.

Name	Address	Phone Number
Pat Tiemeyer	296 SW Cabana Point Circle	772-220-1802
Jane Lindley	255 SW Cabana Point Circle	" 287 1047
Nancy Bates/JM	195 SW Cabana Point Circle	631-5229
Lora, Steve, Chloe Hoffman	176 SW Cabana Point Circle	772-78-0513
Katelyn Bowie	25 SW Cabana Point Circle	(734) 718 0562
Catherine Wood	36 SW Cabana Point Circle	772-287-0835
[illegible]	30 SW Cabana Point Circle	772-634-2450
[illegible]	45 SW Cabana Point Circle	772.678.9999
[illegible]	266 SW Cabana Point Circle	
[illegible]	165 SW Cabana Point Circle	407-7[illegible]-4906
Tao Marshall	175 SW Cabana Point Circle	561-386-1480
WALTER & EMILY LOYD	150-3 SW Cabana Point Circle	754-224-9349
Masters, Thomas	196 SW Cabana Point Circle	954-547-9551
Hewson, Thomas	146 SW Cabana Point Circle	561-389-0029
Jeffery Levine	235 SW Cabana Point Circle	772-708-7312
[illegible]	266 SW Cabana Point Circle	719-580-0528
[illegible]	265 SW Cabana Point Circle	561-427-3180
JOHN MACLEOD	66 SW Cabana Point Circle	954-798-2581
[illegible]	85 SW Cabana Point Circle	772-[illegible]-634-5582
Howard Solt	86 SW Cabana Point Circle	305-986-4892
WILSON	96 SW Cabana Point Circle	603-553-0864
RON FATZINGER	95 SW Cabana Point Circle	772 349-3335
Rob James	116 SW Cabana Point Circle	954-249-8716
[illegible]	150-2 SW Cabana Point Circle	
[illegible]	146-2 SW Cabana Point Circle	772 215 1360
MATTHEW J MORRISON	105 SW Cabana Point Circle	772.631-2698
TERRY A. BARTGER	106 SW Cabana Point Circle	301-335-2722
Zoey WILSON	35 SW Cabana Point Circle	561-512-7009
Linda King Richards	166 SW Cabana Point Circle	772-485-2323
	SW Cabana Point Circle	
	SW Cabana Point Circle	
	SW Cabana Point Circle	
	SW Cabana Point Circle	
	SW Cabana Point Circle	
	SW Cabana Point Circle	
	SW Cabana Point Circle	

Kanner CPUD
It's not about Costco

18 pump fueling station

398 apartments

Strip mall

Fast food drive through

2 out parcel restaurants

History of the Site

Site contains four parcels of land

- 19.72 acres purchased by Nehme Holdings purchased from South Florida Water Management District for $1,700,000 in Nov. 2015
- 4.2 acers purchased by Nehme Holdings from Paul Smith for $900,000 in July 2010
- 7.4 acres purchased by Nehme Holdings from Stanley Smith Trust for $1,684.600 July 2010
- 17.21 acres purchased by Willoughby Group from Paul Smith for $5,726,300 in August 2007

Current Land Use

Low Density Residential (County)

Stuart

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

(772) 288-5326

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

Application to Rezone Real Property
(including Planned Unit Developments)

Project ID# _____
(Staff Entry)

Agricultural / Vacant

Pre-App Conference Date: July 2018	Application Date: 10/23/2018
Project Name: Kanner CPUD	
Parcel ID# 16-38-41-000-000-00440-8, 16-38-41-000-000-00442-6, 40-38-41-001-002-00000-5	Project Address: TBD
Current Zoning: A-1A (Martin Co)	Current Land Use: Low Density (Martin Co)
Proposed Zoning: CPUD	Proposed Land Use: Commercial
Present Use:	Site Area/Acreage: 29.23 ac

Fees *(check box): This does not include fees that may be charged as a result of application review by the City's consultants*

Rezoning to CPUD	$3,584.00	x	Site space must be greater than 20,000 sq. ft.
Rezoning to PPUD	$3,584.00		Site area must be greater than 5 acre

Current Zoning

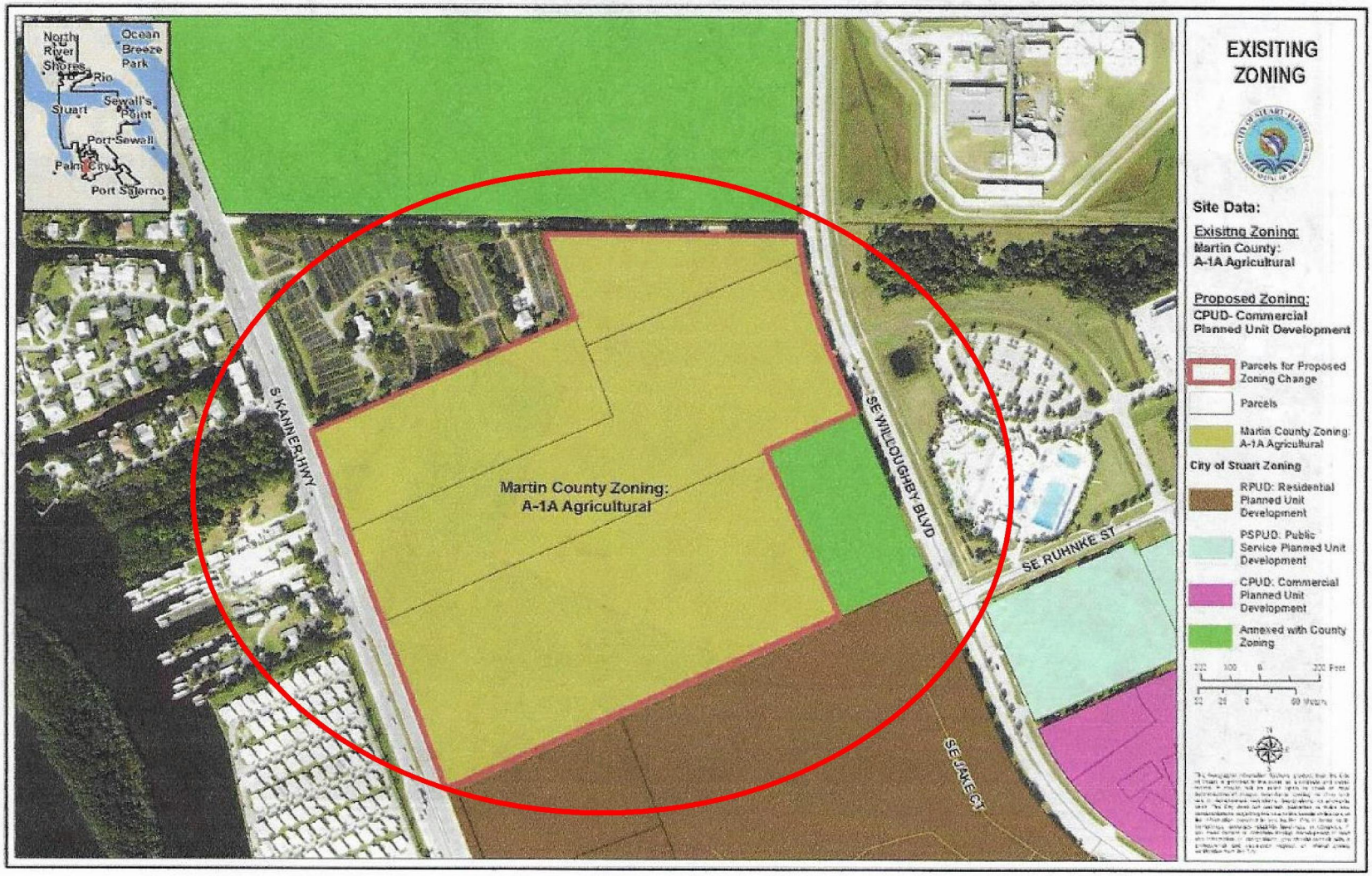
Application to Rezone Real Property

- Current Land Use: Low Density (Martin County)
- Proposed Land Use: Commercial
- Site Area / Acreage: 29.23 ac

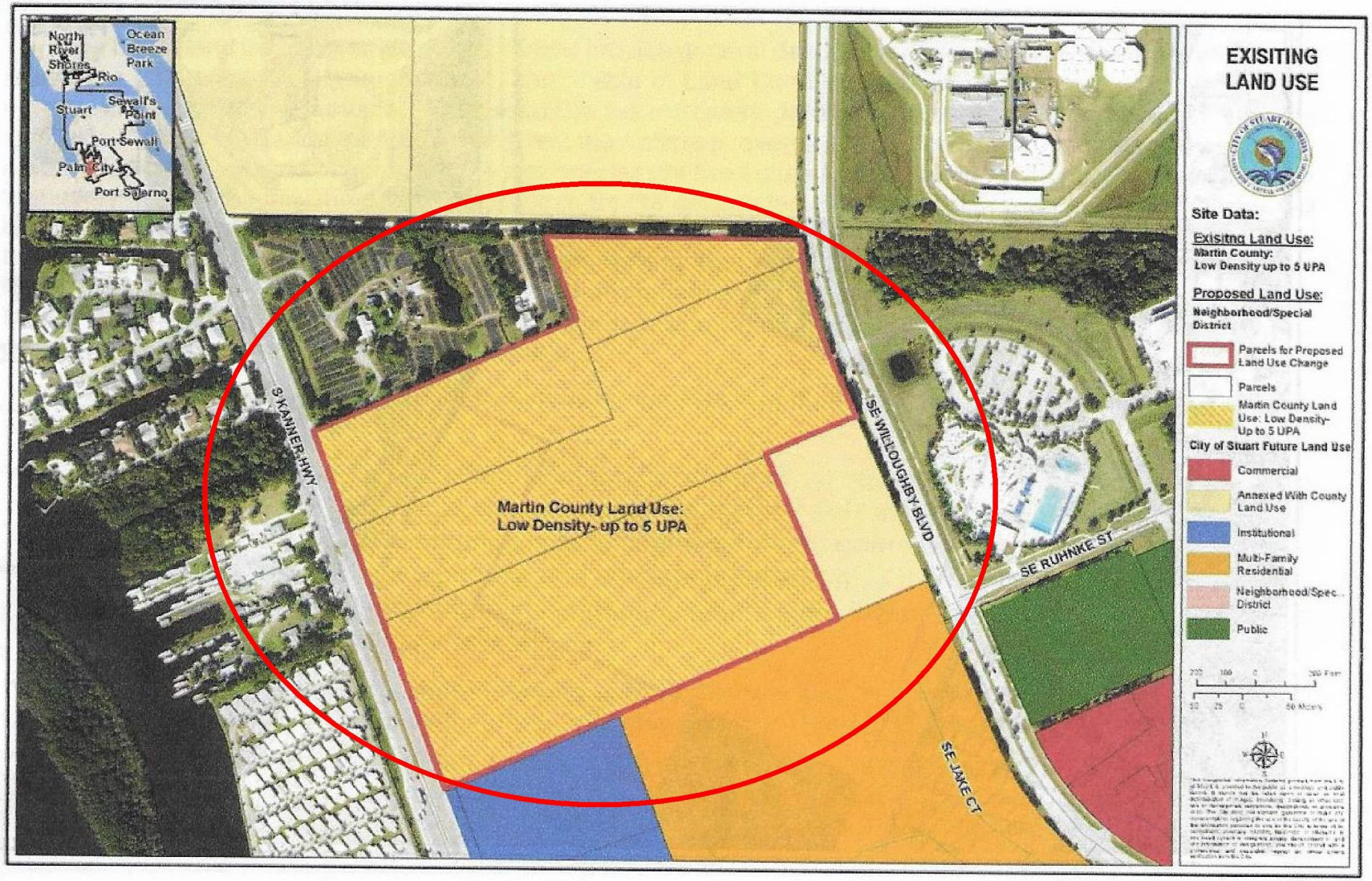
Does not match with current project

- Proposed Land Use Neighborhood/Special District
- Site Area +-49 acres

Existing Zoning: A-1A Agricultural - Martin County



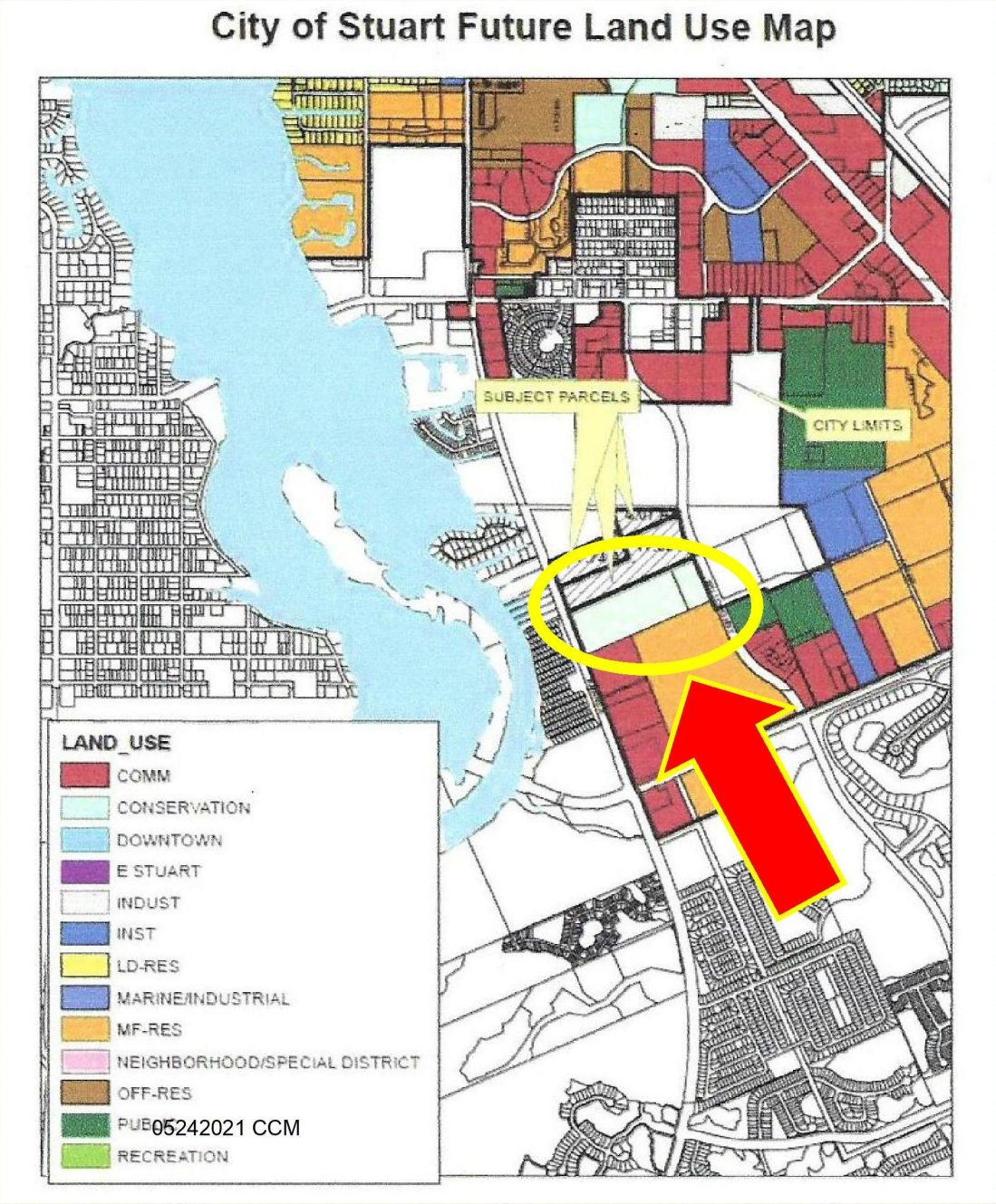
Existing Land Use: Low Density – Martin County



This is not about Property Rights!

- Nehme Holdings and the Willoughby Group were aware of the Future Land Use of low density when they purchased the land.
- Just because of annexation, they do not have the right to build this.
- It is not the City's responsibility to ensure maximum ROI to the landowner or developer.

This map is from the December 12, 2016, City of Stuart Commission meeting agenda.



3 of the 4 parcels of land were annexed in December 2016.

NOTE: The 4th parcel is marked as Conservation.

What is Neighborhood / Special District?

Goal Statement 1.F Comprehensive Plan

The future land use goal for the Neighborhood/Special District category is to promote infill and redevelopment efforts; allow for the creation of traditional neighborhood developments (TNDs); lessen the need for vehicular trips; deter urban sprawl; and encourage the development of mixed-use developments.

1. Site was annexed, it is not infill.
2. Site has not been developed; it is not redevelopment effort.
3. Project does not create a neighborhood.
4. A destination big box store is car dependent.
5. The land is surrounded by county land – looks like urban sprawl.

Neighborhood / Special District Policy

Policy F1.2. Mixed-use development within the Neighborhood/Special District category shall integrate distinct uses together in order to create a functioning, multifaceted type of development. Integration is defined as the combination of distinct uses on a single site where impacts from differing uses are mitigated through urban design techniques and **where differing uses are expected to benefit from the close immediate proximity of complementary uses**. This may include horizontal and vertical integration.

Policy F1.4. Large expanses of parking area discourage neighborhood scale and pedestrian friendliness. Therefore, where possible, development shall include smaller scattered parking lots of "nodes" that are approximately located such that the massing or "bunching" of parking into large expanses of parking area is prevented.

Designation of Planned Unit Development - 2.07.00 LDR

- A PUD of any type is not a typical zoning. Meeting specific criteria is not the issue. A PUD is a "gratuity" from the approval agency and allows flexibility (deviation) from standard zoning restrictions
- A PUD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development and the protection of adjacent existing and future development. (2.07.00A)
- A typical PUD will include principal and accessory uses and structures substantially related to the character of the development itself and to the surrounding area of which it is a part. (2.07.00B)

PUDs are used to enhance a site – NOT to avoid zoning requirements as the Kanner CPUD does

Avoiding Density Rules with CPUD

- CPUD Residential density is calculated using gross acreage (398/48.99ac = 8.1 upa)
- Residential Zoning density is calculated using net acreage (398/14.70ac=27upa)

The net density of a project shall be computed by dividing the total number of units to be constructed by the net residential acreage of the parcel. The net residential acreage of a parcel shall be the acreage devoted to residential lots, rights-of-way, common areas, landscape buffers and retention areas and protected environmentally sensitive areas.

Neighborhood Stability

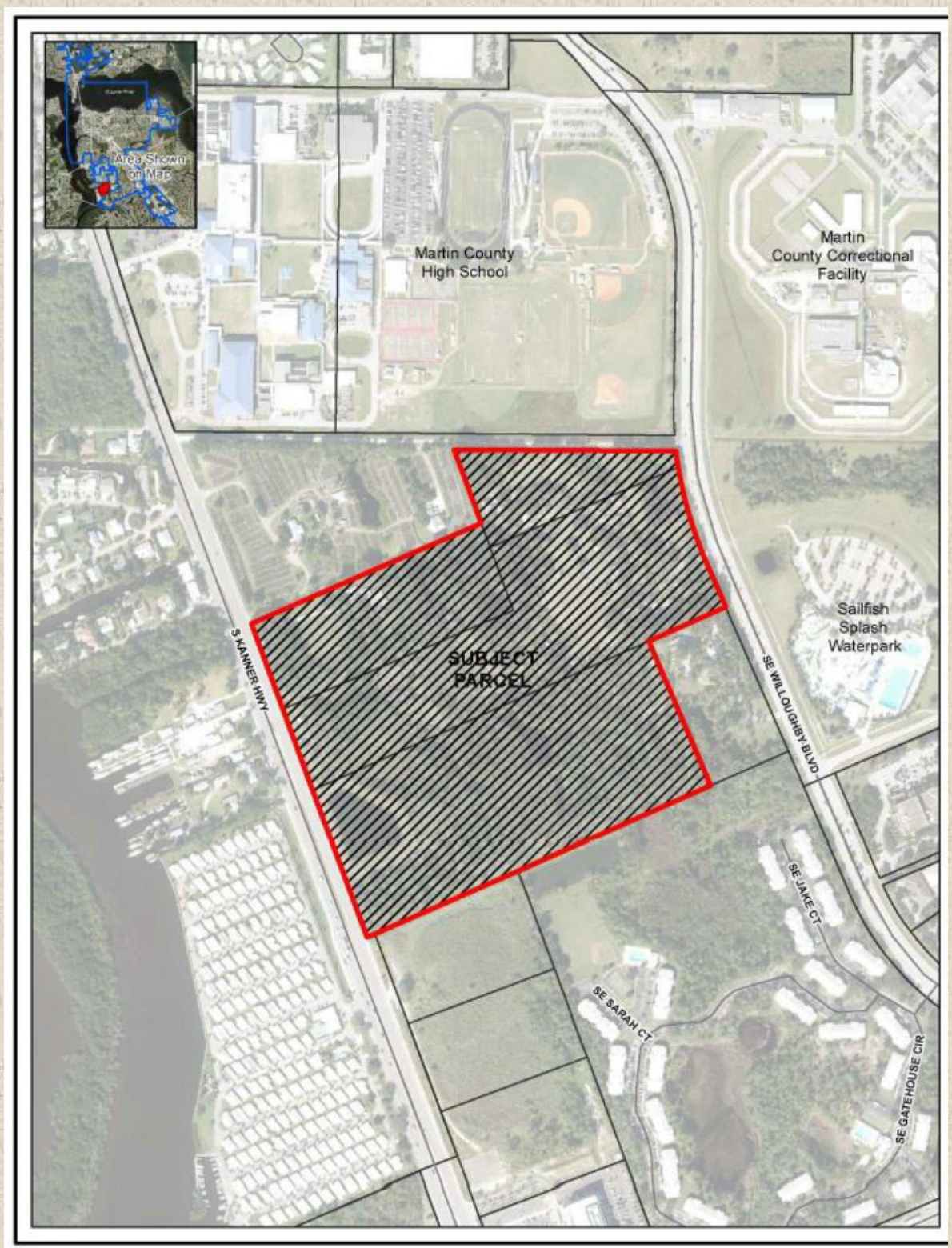
- **Comprehensive Plan Objective 6A**
  Established residential neighborhoods shall be protected from the intrusion of competing intense uses through adherence to the Future Land Use Map, densities and intensities established in the Future Land Use Element, implementation of the City's Land Development Regulations, and control of traffic and access for the protection of the established residential uses.

- **Policy A6.3b.** Future neighborhood commercial development that reduces vehicular trips shall be compatible in size, style, architecture, and materials to surrounding residential buildings.

CPUD and the City of Stuart Land Development Code

2.07.00 E.2.a states that:

> any and all uses set forth in the present zoning classification of R-1A, R-1< R-3, B-1, B-2, B-3 and B-4 inclusive, providing such uses are compatible with uses on adjacent property as determine by the city commission.


Area Shown on Map
Martin County High School
Martin County Correctional Facility
SUBJECT PARCEL
Sailfish Splash Waterpark
S KANNER HWY
SE WILLOUGHBY BLVD
SE JAKE CT
SE SARAH CT
SE GATEHOUSE CIR

Characteristics of Kanner between Monterey and Indian Street

Residential

- de la Bahia
- Hideaway Place
- Cabana Point
- Watercress Way
- 2Waterview Cottages
- Riverland
- Bridgeview (approved)

Non-residential

- Gas stations at each intersection
- Fast food connected to intersection
- Medical offices
- High School
- Law offices
- Yacht Broker

CPUD and the City of Stuarts Land Development Code

2.07.00 E.2b Residential uses which are designed to be compatible with the adjacent commercial uses.

- Costco target customer is high-income households of 3 + persons.
- Apartment dwellers are not a target Costco customer.
- Costco is a membership-based store and is not available to the general public.

CPUD and the City of Stuarts Land Development Code

2.07.00 E1c Commercial residential uses such as apartments, hotels and resorts provided said uses do not compromise more than 30 percent of the development site excluding the open space, natural vegetation area and wetlands.

Total Site Area	48.99 ac
Minus open space and natural vegetation (25%)	-12.25 ac 36.75 ac
Minus wetlands	-7.16 ac 29.59 ac
30% of development site excluding the open space, natural vegetation area and wetlands	8.877 ac

KANNER CPUD residential is 14.70 ac which is 30% of Total Site Area

CPUD Standards

2.07.00 E3b

"In the event that less than 25 percent of the CPUD is comprised of native vegetation area, then all EXISTING native vegetation area shall be maintained as part of the required open space."

ALL native vegetation will be destroyed except the Oak trees along Willoughby.

Tree Mitigation Credit

Developer asking for $500,000 credit from the City

- SFWM requires ½ inch dry pretreatment areas.
- Credit request is based on decision to use dry retention areas for nitrogen and phosphorous removal.
- Using dry retention areas reduces the amount of landfill available to fill the wetlands therefore developer wants credit to offset loss.
- Developer is not going “above and beyond” as they are meeting the ½ inch dry pretreatment areas with the dry retention areas.

Environmental Impact

5.59 acres of wetlands destroyed

"impacts to wetlands and other surface waters could not be reduced or eliminated in any scenario die to the large size of the proposed warehouse-style retail store and fueling station".

Upland Pine Flatwoods and Scrub Pine Forest destroyed.

Wildlife displaced

- Birds: boat-tail grackle, blue jay, cardinal, mockingbird, owls, woodpeckers, ducks, turkeys
- Mammals such as bobcats, squirls, raccoons, possums,
- Snakes, soft shell turtles, alligators
- Gopher Tortoises (threatened species)

Traffic Impact

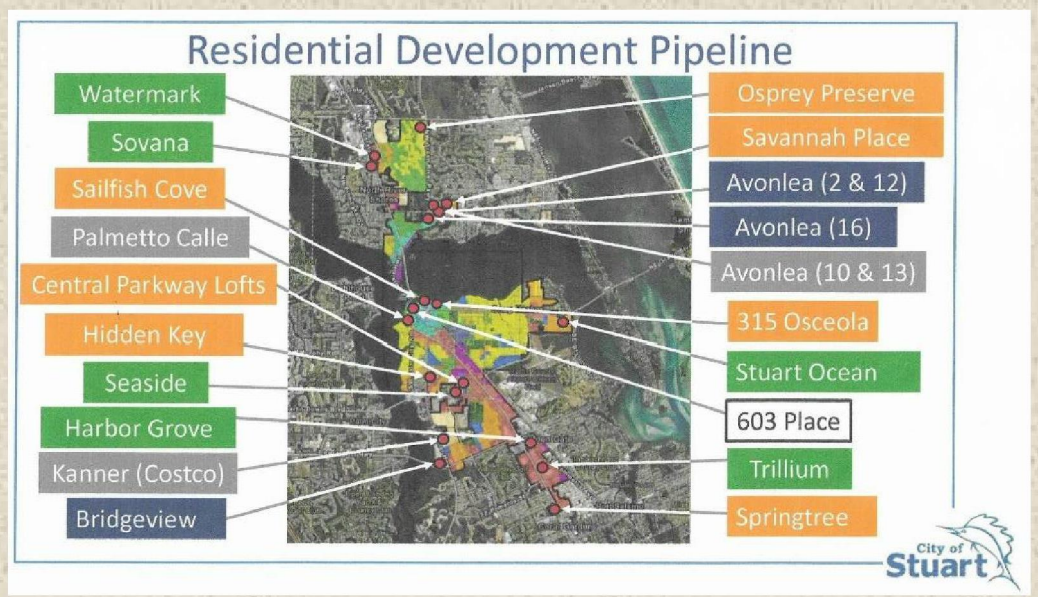
- Destination wholesale store will attract customers from Vero Beach to Jupiter.
- Not included in submitted and accepted traffic study:
  - Approved 212 unit apartment complex at Indian and Kanner (Bridgeview).
  - Approved 172 Units at Central Parkway (Central Park Lofts).
  - School traffic during non-COVID school year.
- New connector road will impact intersection of Willoughby and Monterey.

Traffic – Safety Concerns

- Kanner Highway is an evacuation route.
- MCHS is a hurricane shelter.
- Fire station south of Indian on Kanner already congested and often blocked during rush hour traffic.
- Student safety walking/biking/driving to and from school on both Kanner Highway and Willoughby Boulevard.
- No deceleration lane to South bound entrance (proposed truck entrance).

Does the City of Stuart need continued development of apartments / condos?

The statement of any percentage of "attainable" condos or apartments is a sound byte to sell the LPA and Commission on a development. None presented on this list are "attainable" to the average Stuart renter.



PROJECT	TYPE	YEAR	UNITS	DENSITY	STATUS
Sovana (age restricted)	RPUD	2017	182	19.1	Construction
Avonlea 2	RPUD	2017	30	9.6	Permitting
Avonlea 12	RPUD	2017	32	10.7	Permitting
Watermark	RPUD	2018	284	25.0	Construction
Osprey Preserve	RPUD	2018	87	5.7	Approved
Savannah Place	RPUD	2018	280	18.9	Approved
Trillium	RPUD	2019	76	8.0	Construction
Seaside	RPUD	2019	76	10.2	Construction
Avonlea 16	RPUD	2019	49	11.8	Permitting
603 Place	MUCCU	2020	19	23.8	Completed
Bridgeview	RPUD	2020	212	13.4	Permitting
Harbour Grove	RPUD	2020	324	23.3	Construction
Stuart Ocean	RPUD	2020	80	7.2	Construction
Stuart Springtree	RPUD	2020	270	19.9	Approved
Sailfish Cove	UPUD	2020	30	30.0	Approved
315 Osceola	UPUD	2020	8	13.8	Approved
Hidden Key	RPUD	2021	28	20.6	Approved
Palmetto Calle	RPUD	2021	13	13.4	In Review
Central Parkway Lofts	RPUD	2021	135	20.3	Approved
Kanner + (Costco)	CPUD	2021	396	9.9	In Review
Avonlea 10	RPUD	2021	88	21.7	In Review
Avonlea 13	RPUD	2021	123	19.4	In Review

1,022 units under construction | 2,202 approved units | 622 units under review

Inconsistencies

SFWMD Conceptual Permit #43-103195-P

- Submitted with project
- But only for **32.61 acres**

No new conceptual permit has been requested.

South Florida Water Management District
Conceptual Permit No. 43-103195-P

Date Issued: August 26, 2020	**Expiration Date:** August 26, 2040
Project Name:	Kanner CPUD
Permittee:	M&M Stuart, LLC 1260 Stelton Road Piscataway, NJ 08854
Operating Entity:	M&M Stuart, LLC 1260 Stelton Road Piscataway, NJ 08854
Location:	Martin County
Permit Acres:	32.61 acres
Project Land Use:	Commercial Residential
Special Drainage District:	N/A
Water Body Classification:	CLASS III
FDEP Water Body ID:	3210
Wetland and Surface Water Impacts:	6.45 acres
Sovereign Submerged Lands:	No

Project Summary
This permit authorizes Conceptual Approval of a stormwater management (SWM) system serving 32.61-acres of mixed use developement known as Kanner CPUD.

The project includes a commercial shopping center, refueling station, residential units, supporting infrastructure, and SWM systems.

The project will include relocation of the existing Florida Department of Transportation (FDOT) SWM facilities serving Basin 8 of Kanner Highway that are located on the site. The project will include three driveway connections and turn lanes within South Kanner Highway for ingress and egress.

The project site receives offsite runoff from the north, south, and east that will be routed through the project.

Please refer to SWM plans Exhibit No. 2.0 and the SWM Maps Exhibit No. 2.2 for additional details.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description
The site is located in Martin County. Please refer to Exhibit No. 1.0 for a location map.

Permit No: 43-103195-P, Page 2 of 17

Inconsistencies

LPA requested a School Concurrency Report. The response was none was needed as this was a Master Site Plan not a Final Site Plan.

- The applicant and Staff were aware of a General School Capacity Analysis dated 2/12/2021.
- *"The analysis today indicates that currently the enrollment projections show available capacity within the 3-year time frame at the middle school level only."*

Neither offered the report at the LPA meeting.

Martin County School District

General School Capacity Analysis

This general analysis is completed to meet the development review policies specified in Section 6.2.6 of the Martin County, City of Stuart and Martin County School Board Interlocal Agreement for School Facilities Siting and Planning, and Section 17.7 Public School Facilities Element of the Martin County Comprehensive Plan.

Applicant/Project: Kanner CPUD – (W-Costco)
Project#: City of Stuart Prelim (Request by Lucido & Assoc.)

Date Requested: 1/29/2021 Today's Date = 2/12/2021

Applicant Request: A request for General School Analysis for CPUD

Student Generation Calculation:

Residential Units (Apts.)	396
Current Comp Plan Generation Rate	.2216
Forecasted Student Generation	87
Elementary	39
Middle	20
High	28

School Zone Enrollment & Permanent Capacity:

Concurrency Service Area - CSA	2020-2021 Oct. Enrollment	2024-2025 Perm. FISH Capacity	2024-2025 COFTE Projected Enrollment	2024-2025 Concurrency LOS Capacity
Stuart Zone – Elementary School Pinewood (Z), JD Parker, Port Salerno)	2059	2328	2227	2203
South Zone – Middle School Anderson (Z), Murray	1624	2026	1733	2297
Stuart Zone – High School Martin County	2168	1747	2301	2107

Note: Current Capacity reported from Projections through MCSD CIP Application

Comments: This General School Capacity Analysis shall be used in the evaluation of a development proposal, but shall not provide a guarantee that the students from the above referenced project will be assigned to attend the particular school(s) listed, or provide any vesting. The analysis today indicates that currently the enrollment projections show available capacity within the 3 year time frame at the middle school level only. The zoned elementary and high school for this CSA is currently projected to exceed the LOS Capacity.

A School Concurrency Review is completed for Final Site Plan applications that include residential units. At that time, mitigation to maintain Level of Service (LOS) standards for the School District may need to be remedied.

Prepared by: **Kimberly Everman, Capital Projects Planning Specialist** Phone: 772-219-1200 x30220
Email: evermak@martinschools.org

Evolution of the Kanner CPUD

- Annexation initiated 07/21/2016

It was stated at the LPA meeting by the developer that they had no information nor were aware of a designated land use prior to this request.

Land Use Questions

As part of 12/12/2016 annexation request to City of Stuart

Background:

Staff has received applications to annex three properties between SR-76 (Kanner Highway) and SE Willoughby Boulevard. Parcels labeled No. 2 and No. 3, owned by Nehme Holdings, LLC, are 4.07 and 7.74 acres in size and are undeveloped. The parcel labeled No. 4, owned by the Willoughby Group, LLC is 17.53 acres in size and is also undeveloped. All three properties (located immediately north of the recently annexed Nehme/Rice parcels) are contiguous to the City, compact in form and will not create an enclave if annexed. The City Attorney finds the attached application to be in order and in compliance with Florida Statute Section 171.044. Neither property owner is proposing a development plan or schedule of development at this time. Both property owners understand that City land use and PUD zoning designations will have to be applied for at a later date. In the meantime, Martin County's land use and zoning regulations remain in effect. As called for by Florida Statute, the Martin County BOCC has been notified of the proposed annexation by certified mail. A complete copy of tonight's agenda item was provided to the County's Growth Management Department on November 28, 2016.

Land Use Questions

As part of 12/12/2016 annexation request to City of Stuart

County Land Use

Each parcel's land use is *Low-Density Residential Development* under the County's Comprehensive Plan, a designation which is "*reserved for land in the Primary Urban Service District. Densities shall not exceed five units per gross acre. In reviewing specific densities, the aim shall be to preserve the stability and integrity of established residential development and provide equitable treatment to lands sharing similar characteristics. Landscaping, screening, buffering and similar design techniques shall be used to assure a smooth transition between residential structure types and densities*".

Land Use Questions

As part of 12/12/2016 annexation request to City of Stuart

Parcel Information

	Size (Ac)	Status	County Land Use	County Zoning	City Land Use	City Zoning	Utilities
Nehme Parcel #2	4.07	Vacant, undeveloped	Low density	A-1A	TBD (Likely multi-family, limited commercial	TBD (Likely R-PUD)	City water, sewer, storm water and sanitation
Nehme Parcel # 3	7.74	Vacant, undeveloped	Low density	A-1A	TBD (Likely multi-family, limited commercial	TBD (Likely R-PUD)	City water, sewer, storm water and sanitation
Willoughby Parcel # 4	17.53	Vacant, undeveloped	Low density	A-1A	TBD (Likely multi-family, limited commercial	TBD (Likely R-PUD)	City water, sewer, storm water and sanitation

Evolution of the CPUD

10/11/2017 - Email between City Staff about Costco developing in the City of Stuart

From: King, Nicole
Sent: Wednesday, October 11, 2017 12:02 PM
To: Ross, David
Cc: Chrulski, Jim
Subject: Business Dev Bd & Costco

Hello-

Per Jim Chrulski' s request, he would like to schedule a meeting with you regarding the possibility of Costco developing in the City of Stuart.

Jim would like to include the following:

- Tim Dougher w/the Business Development Board
- Terry O'Neil
- And of course, Jim ☺

Please let me know how to proceed. Thanks!

Nicole King, MS
Sr. Executive Coordinator / City Manager's Office
Office: 772.600.1267 x5358 | Fax: 772.288.5316 | Email: nking@ci.stuart.fl.us

City of Stuart
121 SW Flagler Avenue, Stuart, Florida 34994-2139
www.cityofstuart.us

Evolution of the CPUD

10/11/2017 – Response to email between City Staff about Costco developing in the City of Stuart

From: Chrulski, Jim
Sent: Wednesday, October 11, 2017 12:12 PM
To: King, Nicole; Ross, David
Subject: History: Business Dev & Costco

Background:

- I bumped into Tim Dougher in Stuart Coffee this morning & we caught up on Business Development activities. Costco came up.
- Cosco – identified the City of Stuart (Timon property) as a possible location for a new location – about 3 years ago.
- They identified Palm City as a location and finally gave up based on a number of factors.
- PSL is aggressively trying to recruit them & I'd like to assure we're you're aware and that we, as a city, are doing everything possible to secure their interest. (You certainly have Eco. Dev. experience and you may think of something that we can do as a team)
- Terry O'Neil has done an excellent job of communication with them. I just thought it may be an opportunity for you to catch up on this issue & see if you had any additional thoughts/ideas…
- I spoke to Terry on it last month & he's certainly aware of the situation.

Jim Chrulski
Community Services Director

Evolution of the CPUD

10/11/2017 – Response to email between City Staff about Costco developing in the City of Stuart (cont)

From: King, Nicole <nking@ci.stuart.fl.us>
Sent: Wednesday, October 11, 2017 2:43 PM
To: Chrulski, Jim
Cc: Ross, David
Subject: RE: History: Business Dev & Costco

Dave will set something up with you in the next week or so. Thanks!

Evolution of the CPUD

05/09/2018 – When asked of a City Commissioner

From: Glass Leighton, Kelli <kglass@ci.stuart.fl.us>
Sent: Wednesday, May 9, 2018 12:38 PM
To: RIck Mayer
Subject: Re: City of Stuart: Costco...

Hello Rick,
Thank you for reaching out to me with your concerns. To answer your question, no the City is not recruiting Costco. To my knowledge Costco has not made application with the City, and I have not personally met with Costco. As I mentioned to the TC Palm reporter, I would be happy to see Costco open its doors in the City. The average wage of an Costco employee is $21 an hour, and close to 90% of all employees receive full benefits. I understand your concerns, and I am sure there will be other residents sharing these same concerns, and some excited to see Costco. I'm sure this is. It what you want, but all of this will be addresses at a later date, if/when they decide to apply.
Thanks again for reaching out to me,
Kelli Glass Leighton

Evolution of the CPUD

01/17/2019 – LPA

- 29.3 acres – Costco only
- Pulled by the developer – request to be continued

01/28/2019 – City Commission

- 29.3 acres – Costco only
- Pulled by the developer – request to be continued

Land Use Questions

The developer and the City of Stuart has been working to secure this deal long before it came before the LPA on 04/29/2021.

From: Holsman, Melissa <Melissa.Holsman@tcpalm.com>
Sent: Friday, May 10, 2019 5:21 PM
To: Hogarth, Ben
Subject: RE: Costco

Bingo! That application had the contact info I've been searching all over for and I just talked to Dr. David Nehme who is a managing member of Nehme Holding and owns 41% of Willoughby Group! He's in Austin visiting his kids – LOL! He told me he's as disappointed as anyone and isn't sure what the hold up is but also had heard Costco was not happy the costs had gone up. I told him to talk to his pal Mahmoud Hadid and ask him if he was holding out!
So more shall be revealed … hopefully by Monday when I want to finish doing this story!

"But Costco will bring much needed fees and revenue to Stuart..."

From: Mortell, Michael <mmortell@ci.stuart.fl.us>
Sent: Thursday, June 27, 2019 9:28 PM
To: Dyess, David
Subject: Fwd: HB 1159
Attachments: image001.png; ATT00001.htm; HB 1159 Private Property Rights.pdf; ATT00002.htm

This is how we waive the tree fees for Costco

Begin forwarded message:

> **From:** "Jordan Connors" <jordan@jordanconnors.com>
> **Date:** June 27, 2019 at 8:12:55 PM EDT
> **To:** <mmortell@ci.stuart.fl.us>
> **Subject: HB 1159**
>
> The Governor signed this bill into law yesterday. I don't know if the City has a tree ordinance that will be impacted by this legislation. I have attached the staff analysis for your review.
>
> Best regards,
>
> *M. Jordan Connors*
>
> Jordan Connors Group, Inc.
> 701 Stanley Drive
> Fernandina Beach, Florida 32034
> (904) 206-1604

Then why are we helping a developer avoid the projected $600,000 fee to remove trees? Isn't that their cost of doing business?

“But Costco will bring much needed fees and revenue to Stuart…”

From: kfreeman@ci.stuart.fl.us
Sent: Tuesday, April 21, 2020 4:06 PM
To: treetz@ci.stuart.fl.us
Subject: Re: Back from Lunch

The fee would be adjusted based on the application of the FLU.

Hold off from that - this may be a hybrid impact fee based on a middle ground between retail/wholesale

---

From: Reetz, Thomas <treetz@ci.stuart.fl.us>
Sent: Tuesday, April 21, 2020 4:02 PM
To: Freeman, Kevin <kfreeman@ci.stuart.fl.us>
Subject: RE: Back from Lunch

Okay, in the meantime, I will tell him that impact fees will be based on retail use, knowing that he can submit an impact fee study proposing reductions based on traffic study, etc. for your and the manager’s consideration. Yes I am gathering for the Urban design library also.

Tom Reetz | **Senior Planner** | **Development**
City of Stuart | 121 SW Flagler Ave. Stuart Fl. 34994
772-600-1284

City Staff actively worked to find a way to find a loophole to apply the Future Land Use while simultaneously looked for a way to avoid fees.

From: kfreeman@ci.stuart.fl.us
Sent: Tuesday, April 14, 2020 2:13 PM
To: treetz@ci.stuart.fl.us
Cc: smayer@ci.stuart.fl.us
Subject: COSTCO

Tom, we have an opportunity to blend the COSTCO and Residential PUD's and to account for impact fee credits. I'm going to work up some ideas and want you to do the same.

Can we make the layout better to accommodate cross connectivity?

What design interventions or solutions would create a benefit that we could justify a reduction in impact fee/PUD requirements?

Could this be a RPUD because of the floorspace involved (Commercial/Retail may be less than 30%)?

What is the language that would bifurcate the residential and commercial elements/associations?

Do we ask for a vehicular connection to Willoughby – if so would County be OK if the access does not align with traffic signal at Runke? If it is bike/ped only what should the design look like?

Thanks

Kev Freeman | Director | Development
City of Stuart | 121 SW Flagler Ave. Stuart Fl. 34994
772-288-5328

Is it the job of City Staff to make a project affordable or profitable for a developer?

Tax dollars are paying for City Staff to be ad hoc staff for the developer

From: Reetz, Thomas <treetz@ci.stuart.fl.us>
Sent: Friday, April 17, 2020 3:35 PM
To: Freeman, Kevin <kfreeman@ci.stuart.fl.us>
Subject: RE: COSTCO

Can we make the layout better to accommodate cross connectivity? Yes, pretty sure, I 've requested the latest site plan from Steve to work off from.

What design interventions or solutions would create a benefit that we could justify a reduction in impact fee/PUD requirements? There are several:

1. Expand the pedestrian area at the front of the Costco with tables and shading devise that is attached to the main building or could be stand alone. (something more than table umbrellas, possibly a mast with sail shades).

2. Incorporate a traffic circle with landscaping feature that would function as a traffic calming devise for entrance to both Commercial and Residential.

3. Move the fueling station to the side or rear of the Costco building that could be designed as a transition building between the two uses.

Could this be a RPUD because of the floorspace involved (Commercial/Retail may be less than 30%)?
Don't think so, went over with Steve on the phone yesterday, the RPUD would allow for up to 30% floor space as commercial, however the Costco is the bulk of the use with 60-65 % of the floor/site usage. Let's look at the code together via zoom?

What is the language that would bifurcate the residential and commercial elements/associations?
The single PUD would include language that ensured adequate buffers including lighting, sound and landscaping between unlike uses. Transition areas between the unlike uses.

Do we ask for a vehicular connection to Willoughby – if so would County be OK if the access does not align with traffic signal at Runke? If it is bike/ped only what should the design look like? When I receive the site plan from Steve, I will sketch out what I am thinking.

Tax dollars are paying for City Staff to be ad hoc staff for the developer – the response

From: kfreeman@ci.stuart.fl.us
Sent: Friday, April 17, 2020 4:15 PM
To: treetz@ci.stuart.fl.us; smayer@ci.stuart.fl.us
Subject: Re: COSTCO

The roundabout was discussed at the Zoom meeting, so to propose that will probably not be a way forward. The ZOOM meeting also revealed that they were planning on squaring the building frontage - which probably removes the seating area. We need more than a few tables anyway.

What is the commercial/residential land area split if parking was shared? - yes, we need the site plan. The PUD needs to be a single PUD to limit buffer requirements between residential and commercial.

We should be looking at an internal street design with on-street parking and multi-modal path that exits on to Monterey. That way we can justify the use of urban density calculation for smaller units and maybe reduction of multi-modal impact fees.

We should be looking at engineering solutions that incorporate some of the tree mitigation allowances. That way we can offer reductions in tree mitigation calc.

We will need some architectural mitigation.

The gas station is probably best situated away from the residential. We need to look at loading and trailer waiting areas - especially if they are refrigeration units.

We need good and thought out planning ideas here, which benefit both parties.

I will sketch some ideas and share on Monday.

Is either of these parties the City of Stuart or its residents?

And then the taxpayer supported ad hoc staff sends the information to the developer

From: treetz@ci.stuart.fl.us
Sent: Monday, April 20, 2020 3:43 PM
To: sgarrett@lucidodesign.com
Subject: FW: COSTCO

FYI

From: Freeman, Kevin <kfreeman@ci.stuart.fl.us>
Sent: Friday, April 17, 2020 4:15 PM
To: Reetz, Thomas <treetz@ci.stuart.fl.us>; Mayer, Stephen <smayer@ci.stuart.fl.us>
Subject: Re: COSTCO

The roundabout was discussed at the Zoom meeting, so to propose that will probably not be a way forward. The ZOOM meeting also revealed that they were planning on squaring the building frontage - which probably removes the seating area. We need more than a few tables anyway.

On the 4/29 LPA agenda, City Staff presented two emails of support only. Yet, this was documented prior to the LPA.

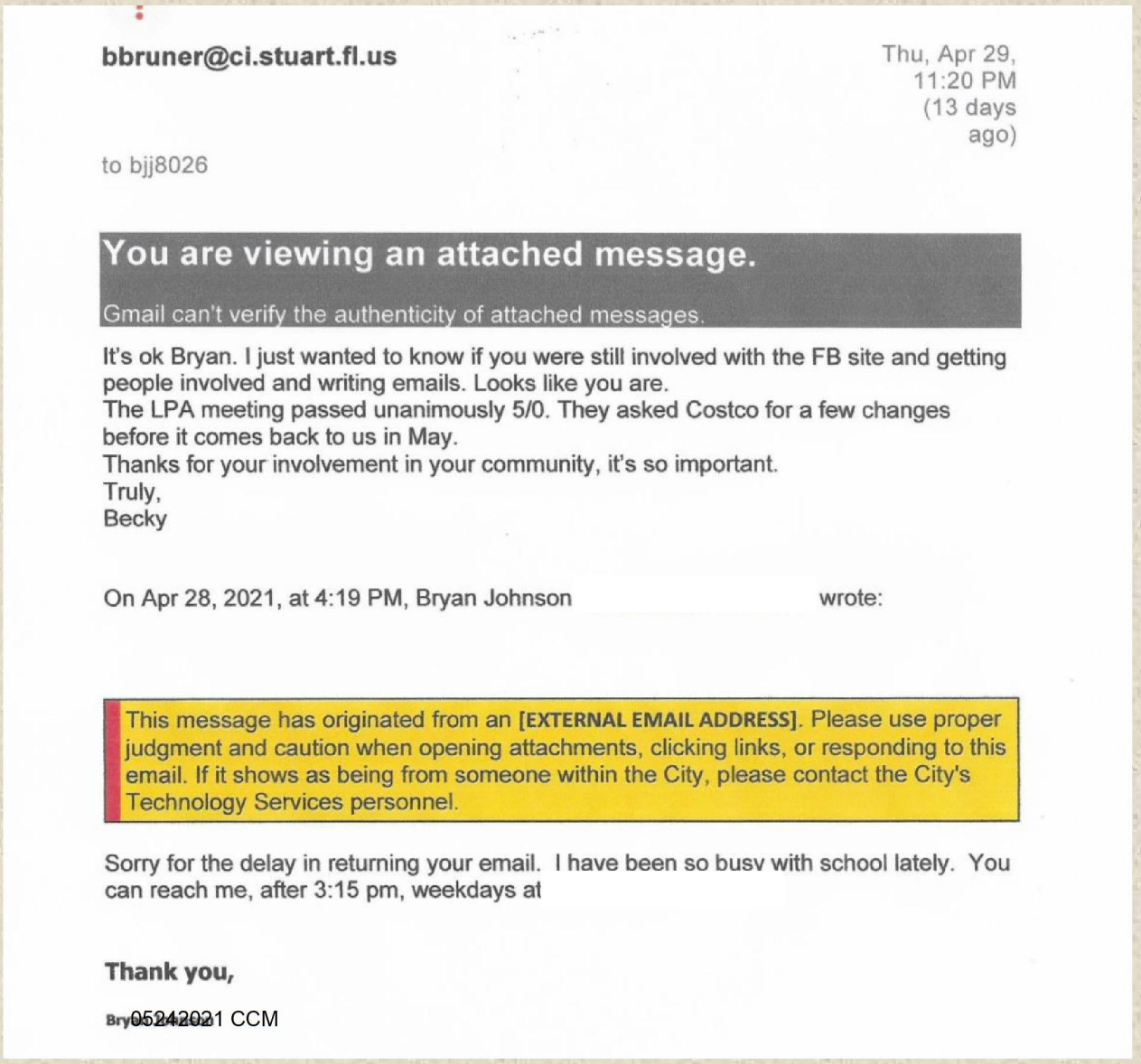
From: treetz@ci.stuart.fl.us
Sent: Monday, September 28, 2020 2:59 PM
To: kfreeman@ci.stuart.fl.us
Subject: FW: SAY NO TO COSTCO
Attachments: Costco protest.doc

Another comment for the file. Interestingly I have been receiving email and phone calls mostly against the project since residential has been added.

Tom Reetz | **Senior Planner** | **Development**
City of Stuart | 121 SW Flagler Ave. Stuart Fl. 34994
772-600-1284

NOTE: regarding emails to City Staff & Commission, majority of the approvals for Costco were submitted before the announcement of the residential parcel being included.

Perceived lack of objectivity while soliciting emails to other Commissioners creates an Appearance of Conflict of Interest



bbruner@ci.stuart.fl.us Thu, Apr 29, 11:20 PM (13 days ago)

to bjj8026

You are viewing an attached message.

Gmail can't verify the authenticity of attached messages.

It's ok Bryan. I just wanted to know if you were still involved with the FB site and getting people involved and writing emails. Looks like you are.
The LPA meeting passed unanimously 5/0. They asked Costco for a few changes before it comes back to us in May.
Thanks for your involvement in your community, it's so important.
Truly,
Becky

On Apr 28, 2021, at 4:19 PM, Bryan Johnson wrote:

This message has originated from an **[EXTERNAL EMAIL ADDRESS]**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Sorry for the delay in returning your email. I have been so busv with school lately. You can reach me, after 3:15 pm, weekdays at

Thank you,

Bry

Why were no questions asked of those who object to the placement of this CPUD if they were involved and/or thanked for their involvement?

Why were no emails sent to those saying "no" to the project asking for their friends to send emails to the Commissioners?

From: bbruner@ci.stuart.fl.us
Sent: Friday, April 16, 2021 7:46 PM
To:
Subject: Re: Costco

Dear Ms. Jones,
Thank you so much for texting me. More and more emails are being sent to us that are pro-Costco. I've researched them, and they are a great company to
work for.
Please have your friends email me and the other commissioners too.
It's important that we hear from you all. I appreciate this letter so much, Ms. Jones.
Have a great weekend.
Sincerely,
Becky
Here's my cell number you call anytime.

From: bbruner@ci.stuart.fl.us
Sent: Monday, April 19, 2021 9:50 AM
To:
Subject: Re: Welcoming Costco !

Dear Ms. Woodis,
Thank you for texting me. More and more emails are being sent to us that are pro-Costco.
I've researched the company, and they are a great company to work for.
Please have your friends email me and the other commissioners too.
It's important that we hear from you all. I appreciate this letter so much, Ms. Woodis.
Have a great day.
Sincerely,
Becky
Here's my cell number you call anytime.

From: bbruner@ci.stuart.fl.us
Sent: Monday, April 19, 2021 10:04 AM
To:
Subject: Re: Welcome Costco

Thank you for texting me, Chuong. More and more emails are being sent to us that are pro-Costco.
I've researched the company, and they are a great company to work for.
Please have your friends email me and the other commissioners too.
It's important that we hear from you all. I appreciate this letter so much, Chuong.
Have a great day.
Sincerely,
Becky
Here's my cell number you call anytime.

From: bbruner@ci.stuart.fl.us
Sent: Wednesday, April 21, 2021 8:04 AM
To:
Subject: Re: Yea please to Costco

Dear Jennifer,
Thank you for texting me. More and more emails are being sent to us that are pro-Costco.
I've researched the company, and they are a great company to work for.
Please have your friends email me and the other commissioners too.
It's important that we hear from you all. I appreciate this letter so much, (my long time friend).
Have a great day.
Sincerely,
Becky
Here's my cell number you call anytime.

What Each Commissioner must answer

- Does this project meet the definition of Neighborhood/Special District?
- Is this CPUD compatible with adjacent property?
- Does this CPUD enhance the surrounding neighborhoods?
- Does this CPUD provide benefits or amenities to the community?
- Are the integrated parts of the CPUD compatible with one another?

Costco at What Cost?

- Lost Opportunity Cost
- Legacy Cost
- Environmental Impact
- Quality of life of existing residents
- Neighborhood stability of existing neighborhoods

Is this
the **BEST**
we can do for
STUART?