City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD June 14, 2021
AT 4:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - JULIAN SORIANO PERFORMING A SONG "FEELING GOOD" BY MICHAEL BUBLE.

PROCLAMATIONS

2. JUNETEENTH FREEDOM DAY - JUNE 19, 2021

3. PTSD AWARENESS MONTH - JUNE 2021

4. PRIDE MONTH - JUNE 2021

5. PARKS AND RECREATION MONTH - JULY 2021

PRESENTATIONS

6. SERVICE AWARDS JUNE 2021

7. EMPLOYEE SPOTLIGHT - JUNE 2021

8. KIWANIS CLUB OF STUART CHECK PRESENTATION & STUART FIRE UNION CHECK PRESENTATION

9. 2021 FLORIDA LEGISLATIVE SESSION RECAP

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

10. APPROVAL OF 05/24/2021 CCM MINUTES (RC)

11. AWARD RFP TO STUART MAIN STREET AND AUTHORIZE A LICENSE AGREEMENT(RC):

RESOLUTION No. 54-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF RFP #2021-203; STUART MARKET TO STUART MAIN STREET AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC FOR FRESH PRODUCE, BAKED GOODS, PLANTS, ASSORTED FOODS, GREEN PRODUCTS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW430431 (RC):

RESOLUTION No. 57-2021; 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 DW430431; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. AWARD OF ITB #2021-110: RESINS FOR PFOA/PFOS TREATMENT SYSTEM (RC):

RESOLUTION No. 58-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-110, RESINS FOR PFOA/PFOS TREATMENT SYSTEM TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER CALGON CARBON CORPORATION OF MOON TOWNSHIP, PA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. AWARD OF ITB# 2021-111: RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD. STREETSCAPE PHASE 1 (RC):

RESOLUTION No. 59-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-111, RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD STREETSCAPE PHASE 1 TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL BID AMOUNT OF $175,367.00 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. BA #7 FOR TREES – EAST OCEAN BLVD., OSCEOLA CROSSWALK, SHEPARD PARK (RC):

RESOLUTION No. 60-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF

STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE 2020-2021 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR TREES FOR EAST OCEAN BLVD., OSCEOLA STREET CROSSWALK AND SHEPARD PARK; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

ORDINANCE FIRST READING

16. SPORTFISH MARINA UPUD: REZONING TO UPUD (QUASI-JUDICIAL)(RC) - **REQUEST TO CONTINUE TO JUNE 28, 2021.**

ORDINANCE No. 2464-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF UPUD "URBAN PLANNED UNIT DEVELOPMENT" TO A PARCEL OF LAND TOTALING 0.63 ACRES, LOCATED AT 304 NE FLAGLER AVENUE, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE "SPORTFISH MARINA" URBAN PLANNED UNIT DEVELOPMENT (UPUD) CONSISTING OF A 37-ROOM BOUTIQUE HOTEL AND 49 SLIP MARINA, AND ALLOWING USES PERMITTED IN THE URBAN DISTRICT; PROVIDING FOR APPROVAL OF A SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; DECLARING THE PROJECT 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, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

17. DISCUSSION OF HOUSING POLICY AND INCLUSIONARY ZONING

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - JULIAN SORIANO PERFORMING A SONG "FEELING GOOD" BY MICHAEL BUBLE.

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Ryanne Cavo

Title of Item:

JUNETEENTH FREEDOM DAY - JUNE 19, 2021

Summary Explanation/Background Information on Agenda Request:

Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States and the emancipation of African American slaves and celebrates the successes gained through education and greater opportunity.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Juneteenth Freedom Day (June 19, 2021)	6/3/2021	Proclamation

PROCLAMATION
JUNETEENTH FREEDOM DAY
JUNE 19, 2021

WHEREAS, Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States and the emancipation of African American slaves and celebrates the successes gained through education and greater opportunity; and

WHEREAS, Union soldiers landed at Galveston, Texas on June 19, 1865 with news that the war had ended and the enslaved were now free. On that first Juneteenth, the people of Texas were read General Order Number 3, which stated: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free"; and

WHEREAS, the first Juneteenth celebration was a time for reassurance, prayer and the gathering of family members. Today, Juneteenth continues to grow within communities and organizations throughout the country. Numerous local and national Juneteenth organizations have arisen alongside older organizations with the common mission of promoting and cultivating knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are the core of the American dream; and

WHEREAS, on Saturday, June 19, 2021 from 1:00 – 5:00 PM, the City of Stuart and The Afro American Citizens of East Stuart (AACES) will host a Juneteenth celebration at the 10th Street Community Center in Stuart, Florida and encourages all residents to celebrate it as a day of remembrance and celebration with family fun, food and music.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida do hereby proclaim June 19, 2021, as:

JUNETEENTH FREEDOM DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of June, 2021.

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Ryanne Cavo

Title of Item:

PTSD AWARENESS MONTH - JUNE 2021

Summary Explanation/Background Information on Agenda Request:

Posttraumatic stress disorder, known as PTSD, is a mental health condition that is triggered by one or more traumatic events that “shock the conscience” and is persistently re-experienced in one’s life through flashbacks, dreams, and intense psychological distress.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
	Proclamation - PTSD Awareness Month - June 2021	6/3/2021	Proclamation

PROCLAMATION
POST-TRAUMATIC STRESS DISORDER (PTSD)
AWARENESS MONTH
JUNE 2021

WHEREAS, post-traumatic stress disorder, known as PTSD, is a mental health condition that is triggered by one or more traumatic events that "shock the conscience" and is characterized by symptoms that may include flashbacks, nightmares, insomnia, avoidance, hypervigilance, and psychological distress; and

WHEREAS, in 1980, PTSD was recognized as a disorder with specific symptoms that could be reliably diagnosed and was added to the American Psychiatric Association's third edition of its Diagnostic and Statistical Manual of Mental Disorders; and

WHEREAS, PTSD may occur in people who have experienced or witnessed a traumatic event such as sexual violence, severe physical assault, or major emotional losses; those who have experienced or witnessed a serious accident, a terrorist act, or war/combat; and those who have been threatened with death; and

WHEREAS, PTSD affects nearly 8 million Americans in a given year, with a high prevalence among military personnel and first responders, women, and young adults; and without intervention, PTSD can increase the risk of cardiovascular disease, hypertension, depression, anxiety disorders, and suicide; and

WHEREAS, upwards of 30% of military Veterans have screened positive for PTSD, and every year, approximately 6,000 Veterans die from suicide, a loss of 16 Veterans on average every day; and

WHEREAS, an estimated 30% of first responders develop behavioral health conditions including PTSD, as compared with 20% in the general population; and Firefighters were reported to have higher suicide attempt and ideation rate than the general population; and it is estimated that upwards of 300 Police Officers complete suicide every year; and Firefighter and Police Officer suicides now outnumber line-of-duty deaths; and

NOW THEREFORE, it is the City of Stuart's priority to provide ongoing support for our First Responders and raise public awareness of Post-Traumatic Stress Disorder so that we can facilitate compassion, training, and treatment options, I, EULA CLARKE, Mayor of the City of Stuart, hereby proclaim June 2021 as:

PTSD AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 14th day of June, 2021.

ATTEST:

_____

EULA CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Ryanne Cavo

Title of Item:

PRIDE MONTH - JUNE 2021

Summary Explanation/Background Information on Agenda Request:

Stuart is a community that values diversity and inclusion, and is committed to equal rights and opportunities for all its citizens.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
	Proclamation - Pride Month (June 2021)	6/7/2021	Proclamation

PROCLAMATION
PRIDE MONTH
JUNE 2021

WHEREAS, Stuart is a community that values diversity and inclusion, and is committed to equal rights and opportunities for all its citizens; and

WHEREAS, Stuart recognizes the important contributions of its LGBTQ+ residents to the City's history, culture, economy, and civic life and; and

WHEREAS, we celebrate the accomplishments of the LGBTQ+ community towards securing important rights and freedoms, often through struggle and adversity; and

WHEREAS, we remain vigilant against continued oppression and discrimination against the LGBTQ+ community, and against any new political efforts to overturn these accomplishments; and

WHEREAS, we affirm our support for our LGBTQ+ residents and stand with them to protect their civil rights and ability to live openly without fear; and

WHEREAS, historic Supreme Court rulings in recent years have struck down regressive laws, affirmed the right to marriage equality, and secured workplace protections for LGBTQ+ individuals.

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

PRIDE MONTH

in the City of Stuart, Florida and encourage all residents to celebrate our proud and diverse LGBTQ+ community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of June, 2021.

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Ryanne Cavo

Title of Item:

PARKS AND RECREATION MONTH - JULY 2021

Summary Explanation/Background Information on Agenda Request:

Parks and recreation programs are an integral part of communities throughout this country, including the City of Stuart.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
	Proclamation - Parks and Recreation Month - July 2021	5/4/2021	Proclamation

PROCLAMATION
PARKS AND RECREATION MONTH
JULY 2021

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Stuart; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

NOW THEREFORE, recognizing the benefits derived from parks and recreation resources and the integral part they play in our community, I, **EULA R. CLARKE**, Mayor of the City of Stuart, do hereby proclaim July 2021 as:

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 14th day of June.

ATTEST:

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** R. Johnson

Title of Item:

SERVICE AWARDS JUNE 2021

Summary Explanation/Background Information on Agenda Request:

Terry Foster	Utilities & Engineering	10 years
Bobby Holliday	Utilities & Engineering	10 years
David Jacobson	Police	10 years
Brian Bossio	Police	10 years
Christopher Heitfeld	Police	10 years
Kenneth Leedham	Police	10 years

Funding Source:

General Fund

Recommended Action:

Present Awards

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Jan Foselli

Title of Item:

EMPLOYEE SPOTLIGHT - JUNE 2021

Summary Explanation/Background Information on Agenda Request:

Recognize Alicia King for the Employee Spotlight for June, 2021

Funding Source:

N/A

Recommended Action:

Recognize Alicia King for the Employee Spotlight for June, 2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Alicia King Employee Spotlight June 2021	6/3/2021	Cover Memo

It is my pleasure to introduce Alicia King as June's Employee Spotlight.

"I come to work for peace!" laughs Alicia King. As a mother of 8 children and 2 "bonus children," her house is never quiet. Alicia grew up in Fort Pierce and was the middle child with an older and younger sister. "I was always the peacekeeper," she states. Alicia never thought she would have such a large family – two was her plan in life. Her husband, on the other hand, always wanted a large family as he had only 1 sibling. "It's a blast" having such a large family, she says with a smile. Her children range in age from 5 ½ months to 19 years old and 7 girls and 3 boys.

Before coming to the City of Stuart, she spent 15 years at the St. Lucie County Property Appraiser's Office as a Public Service Representative and Administrative Assistant. She also worked at QVC in the evenings for 16 years until they closed. When she was ready to make a change and try a different government agency, she applied and interviewed with the City of Stuart for 2 different positions. While she interviewed well, she wasn't selected for either vacancy, but the City didn't forget her. She was invited to return and interview with the Building Permitting Division. The third time was the charm, and Alicia joined us in October 2018.

So, what does a mom of 10 do in her free time? "What free time?!" she asks happily. Alicia does everything that all of us do - shopping, movies, visiting the beach and an occasional dinner out. The difference is she has a bunch of kids in tow and 2 vehicles to transport everyone! Every once in a while, Alicia and her husband are able to sneak out for a dinner by themselves.

One of Alicia's strengths is organization. She keeps many lists, and it helps to keep structure for the children. This strength spills over in her position as a Permitting Technician. Between phone calls, online permits and direct customer contact, there is never a dull moment in her position. Alicia is the type of person who likes to stay busy and the Building Permitting Department keeps her hopping. One of the greatest satisfactions in her position is her ability to help contractors with their requests, who are always very appreciative of her assistance.

When asked what she likes about working for the City of Stuart, Alicia replied how she appreciates that employees are the focus from leadership. Even though we are here to serve the citizens, employees are important too, and it shows in how we are treated.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** jchrulski

Title of Item:

KIWANIS CLUB OF STUART CHECK PRESENTATION & STUART FIRE UNION CHECK PRESENTATION

Summary Explanation/Background Information on Agenda Request:

The Kiwanis Club of Stuart will be sharing with the City Commission a brief history of their relationship with the City, and will present a check for $127,000 for Phase 2 of Kiwanis Park.

The Stuart Fire Union will present a check for $7,500 for Kiwanis Park.

Funding Source:

N/A

Recommended Action:

1. Accept $127,000 check from Kiwanis Club of Stuart.
2. Accept $ 7,500 check from Stuart Fire Union

(Group Pictures)

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Ben Hogarth

Title of Item:

2021 FLORIDA LEGISLATIVE SESSION RECAP

Summary Explanation/Background Information on Agenda Request:

Brief presentation by Ben Hogarth on key bills and legislative issues of interest to the City of Stuart from the 2021 Florida Legislative Session.

Funding Source:

N/A

Recommended Action:

N/A

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Susej Meleqi, Deputy Clerk

Title of Item:

APPROVAL OF 05/24/2021 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
🗋	05/24/2021 CCM Minutes	6/9/2021	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
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

SERGEANT AT ARMS: Police Chief Joseph Tumminelli

5:34 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Vice Mayor Matheson
- Commented that while they as Commissioners are to make tough decisions for the residents and community, he is concerned about the growth rate of the community and would like to discuss this further in a future workshop and asks that all have patience tonight. Feels they owe it to the residents to take the time to discuss this project and the topic of growth thoroughly.

Mayor Clarke
- Announced the May 20th Emancipation Day event and thanked the staff and members of the community for assisting in the event.
- Asked all to observe the rules of civility.

5:42 PM

COMMENTS BY CITY MANAGER

No Comments.

APPROVAL OF AGENDA

5:42 PM MOTION: Noted scriveners' error on Item #4 approval of Agenda pulling Items #3 and #4.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner Meier
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) Gwendolyn Hall-Brinkley – Commended the City and Mayor Clarke for the Emancipation Day Event on May 20th and all they did to get the word out as it was a successful event. Thanked the City for giving the Key to the City to Willie Gary.
2) Liz Karshner – In favor of Costco because it will bring jobs to the area.

CONSENT CALENDAR

1. APPROVAL OF 5/10/2021 CCM MINUTES

2. STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW430440:

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.

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

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.

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

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

5:50 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.

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

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.

Mayor Clarke requested clarification on this Grant Agreement from City Manager.

City Manager Dyess provided clarification.

5:53 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

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

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.

Vice Mayor Matheson noted a scrivner's error in the summary; two different numbers; one stated as $378,814 and one referenced as $379,814. Staff confirmed that $379,814 is the correct amount.

Public Comment:

1) Mosezella Williams – 15th Street; Requested clarification of what the funds will be used for.

Staff explained that the funds are simply to match the fiscal years of the CSC and the City and will not be used for aesthetic or material purposes.

5:54 PM MOTION: Motion to approve with correction.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

COMMISSION ACTION

ORDINANCE SECOND READING

5:59 PM

ORDINANCE FIRST READING

5. KANNER HIGHWAY CPUD - COSTCO:

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.

City Attorney Mortell reviewed the quasi-judicial/intervenor process.

Fourteen (14) people total were sworn; 12 inside the Commission Chambers and 2 outside Chambers, standing in the hallway.

Tom Reetz, Development Department Senior Planner, began his presentation with comments provided from the April 29th LPA Meeting and the applicants requests as well as the intervenor's list of objections.

6:14 PM Bob Raynes, Gunster Law Firm on behalf of the Applicant, objected to Mr. Snedeker's letter and requested it be omitted from evidence. Commission agreed. Raynes called Doug Fitzwater of Lucido and Associates to present.

6:21 PM Doug Fitzwater, Landscape Architect; Resume submitted for the record. Fitzwater presented maps demonstrated the various locations throughout the district, specific densities, reviewed application history, CPUD residential component, etc.

7:03 PM Commissioners participated in a question and answer discussion with Mr. Fitzwater about electric charging stations, the round-about public art, access to the lake, zoning, the connector road, tree mitigation credit, property owner easement, and gates. Marino agreed to electric charging stations.

7:22 PM Intervenor, Linda Kay Richards came forward and commented that she felt her presentation was due with a deadline prior to the Applicants presentation and felt the Applicant took slides from their presentation. The Applicant stated that his presentation has been adjusted per testimony.

7:29 PM David Baggett, EDC presentation on Stormwater Management. Resume submitted to Clerk.

7:46 PM Bob Raynes and Intervenor Richards questioned Mr. Baggett.

8:09 PM Susan O'Rourke, Traffic Engineer of O'Rourke Engineering & Planning, resume submitted to Clerk as Exhibit #3. Raynes and Intervenor questioned Ms. O'Rourke.

8:40 PM Joseph Marino, M&M Realty Partners, submitted resume as Applicants Exhibit #4. Willing to reduce units by 5% (20 units).

9:06 PM Mark Mann, Costco General Manager, resume submitted as Exhibit #5.

9:14 PM Tom Reetz, City of Stuart Senior Planner was questioned by the Applicant and the Intervenor.

9:23 PM Kev Freeman, City of Stuart Development Director was called and questioned by the Applicant, the Commission, and the Intervenor.

9:43 PM Vince Felicione, Fire Chief, sworn in, was asked if in his opinion, the fire plan meets all the requirement. Chief stated they had no issues and responded to a series of questions.

Bob Raynes gave final remarks.

9:49 PM Edward Weinberg, EW Consultants, Inc. was called as a professional witness to respond to Commission questions on wetlands. Resume submitted by Applicant as Exhibit #6.

9:59 PM Recess
10:08 PM Meeting Resumes

Intervenor's Legal Council, Jenny Sherlock provided an opening statement.

10:12 PM Intervenor, Linda Kay Richards, and Robin Cartwright, both sworn in, presented with a power point presentation in opposition to the Kanner Highway CPUD, Costco Project.

Bob Raynes questioned Robin Cartwright. Ms. Cartwright finished up her presentation and turned it back over to Ms. Richards. Raynes pointed out that Cartwright is not the Intervenor and she has confirmed that she is not an expert witness, therefore, is unclear of her part in the presentation.

11:15 PM Raynes questioned Intervenor Richards.

11:27 PM Raynes submitted Exhibit #7, the Lychee Tree Nursery Business Tax Receipt identifying the land use as low density with a designation of Retail Sales.

11:33 PM Lee Harding, Masters in GIS, FAU, Martin County School Board; provided testimony on behalf of the Intervenor. Sent Commissioners email providing geographic and GIS sources on the property.

11:40 PM Jerry Kyckelhahn provided testimony, requested Ordinance No. 2466-2021 be pulled up but with no preparation, it was not provided. A printed power point was submitted to the City Clerk for the record. Commented that this project is unlawful per the Land Development Code.

12:04 PM Intervenor Richards gave final remarks and closed her case.

12:05 PM Commissioner Bruner made a Motion, Commissioner McDonald seconded for discussion and Vice Mayor Matheson provided a list of conditions for review.

Matheson's conditions:

1. Entire PUD to follow the City of Stuart's landscape plan including the elimination of the use of glyphosate
2. Interested in density reduced by ~~20%~~ 5% in units and turn it into amenities (dog park mentioned)
3. Convert overflow parking that faces Costco Blvd. to be pervious parking (agreed)

4. Request shade trees in the tree diamonds in parking lot, Oaks or Royal Poinciana (agreed)
5. Fountains in every lake (agreed)
6. Lake #2 have fence or wall removed and open to public (agreed)
7. All lakes one on Willoughby and Kanner be more irregular shaped and have more littoral shelves (agreed)
8. Name of Costco Blvd. renamed (agreed)
9. Significant visual feature brought back for round-about (agreed)
10. Remove all fill credits by Costco (agreed)
11. Provide full breakdown for tree mitigation (agreed)
12. Report annually that stormwater is maintained (agreed)

Commissioner McDonald agreed with some of Vice Mayor Matheson conditions but reviewed the list one by one. Costco developers agreed to work with the City on the conditions provided.

12:30 PM Commissioner McDonald asked Commissioner Bruner if she would incorporate the discussed agreed conditions into her Motion, Bruner agreed.

12:35 PM

Public Comment:

1) Jimmy Smith – 15th Street; In favor of Costco coming to Stuart and would like to spend/ keep the money he spends for his business local.
2) Lawrence Kohn – Gem Dr.; He and family in favor of Costco, commented on the positive support from community.
3) Debbie Greer – ZOOM; In favor of Costco and reviewed the benefits for Costco employees.
4) Walter Loyd – Cabana Point Circle; Opposed project, encouraged rejection and commented on traffic issues and stated it is about the location.
5) Boyd Bradfield – Pine Trace Way; Commented that he annexed the property years ago.
6) Brian Johnson – ZOOM; In favor of project and feels affordable housing needs to be addressed.
7) Roger Sahni – Ocean Drive; In favor of project and feels we need to come out of our comfort zones, for greater good, people come first.
8) Amy Pritchett – Horseshoe Point; Commented that many people were here tonight in favor of Costco until they learned about the apartments, feels the project needs more time and the location should be elsewhere.
9) Joseph Cooper – 9th Street; In favor of project, job creation/opportunities.
10) Mary Alice Rowley – Kanner Hwy.; Opposed to project, concerned about traffic impacts.
11) Brad Pawlak – Kanner Hwy.; In favor of the project, has had mosquito problems as a result of the wetlands, all land was ag before built up.
12) Jennifer Schweichler - Gatehouse Circle; Would like a Costco, but not here; stated Kanner is a residential area and not meant to be a commercial area, concerns of traffic.

13) Ron Dennis – Paradise Place; In favor of Costco and noted the social media overwhelming favor for the project.
14) Margaret Goldy – 12 Terr; Concerns about the apartments and would like the Commission to postpone the decision.
15) Robert Snyder – Kanner Hwy.; Opposed to the project.
16) Jennifer Snyder – Kanner Hwy.; Complimented the Intervenor, opposed to the project and encourages them to consider sustainability, active transportation, prosperity, and the safety of the community.
17) Kevin Pool – ZOOM; In favor of Costco and feels business should be allowed to move in a succeed.
18) Jeff Harden – South River Rd.; Complimented the Commission for their hard work and is in favor of the project.
19) Harry Snyder – Kanner Hwy; Likes Costco but opposes it coming to this location in Stuart.
20) John Cantu – Canyuga Terr; Opposes the location of this project, has a child that will be going to Martin County High School.
21) Jack Snyder – Kanner Hwy.; Opposes the project, traffic issues and not a good fit.
22) Armond Pasqual – Seminole St.; Opposes Costco, don't need more big projects, feels the Commissioners approve everything that comes before them.
23) Brian DeVanturea – Canna Way, Jensen Beach; Opposed to the project, City not committed to the wetlands.
24) Nancy Bates – ZOOM; Opposed to the project, concerned about the location.
25) Helen McBride – Flamingo Ave; In favor of the project and is happy to see that the Costco people are working with the City and encourages the City to progress forward.
26) Nicole Windchip – Sandpiper St., Hobe Sound; Concerned about the traffic and the change in the growth plan. Opposed to project. Questioned if any EPA plan was done and asked questions about lawsuits and possible health issues, cancer clusters, property being an old dump, hurricane evacuations, and infrastructure. Asks they vote no for this location.
27) Amy Badran – Poplar Court; Feels sad and is opposed to the project.
28) Nick Gulotta – Kanner Hwy.; Opposes project, feels it should be postponed.
29) Frank McCrystal – Flamingo Ave.; Commented he does not like what he's seeing, density is changing the character of our town, should pause to decipher how the people feel in the City of Stuart.
30) Jeffery Serna – ZOOM; Cabana Pt. Circle; Opposed to project, feels it's the wrong location.
31) Susanne Hilton – ZOOM; South River; Opposed to the project, feels the lands is being over developed.
32) Sarah Nerker – ZOOM; Florida Club; Disappointed in the leadership and is opposed to the project, feels there is too much growth.
33) Patty Beondi – ZOOM; Hideaway Place; Feels it is the wrong location for Costco, Martin County needs more affordable housing and agrees with the Intervenor.

2:03 AM

Matheson Suggested meeting begin earlier and hold public comment prior to presentations for Second Reading.

12:05 AM MOTION: Motion for approval with conditions.
MOVED BY: Commissioner Bruner
SECONDED BY: Commissioner McDonald
Motion approved unanimously. 2:04 AM

DISCUSSION AND DELIBERATION

2:04 AM ADJOURNMENT

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

Minutes to be approved at the Regular Commission
Meeting this 14th day of June, 2021.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** jchrulski

Title of Item:

AWARD RFP TO STUART MAIN STREET AND AUTHORIZE A LICENSE AGREEMENT(RC):

RESOLUTION No. 54-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF RFP #2021-203; STUART MARKET TO STUART MAIN STREET AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC FOR FRESH PRODUCE, BAKED GOODS, PLANTS, ASSORTED FOODS, GREEN PRODUCTS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

At the May 10, 2021 City Commission meeting, the City of Stuart Commission awarded RFP 2021-203 to Stuart Main Street and authorized the City Manager to negotiate a license agreement with Stuart Main Street to manage the 'Market on Main' activity formerly known as the 'Green Market.'

Funding Source:

SUMMARY: Annual License - $1,500 with 20% of net revenue given to the City of Stuart at the end of the term to be used for City purposes within the Stuart Main Street district.

Recommended Action:

- **Award RFP 2021-203** City of Stuart Market to Stuart Main Street
- **Approve License Agreement** with Stuart Main Street for 'Market on Main' (attached)
- **Approve R54-2021**

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R54-2021 Award RFP 2021-203 / License Agreement - Stuart Main Street Association Inc.	6/4/2021	Resolution add to Y drive
🗋	License Agreement	6/7/2021	Exhibit
🗋	Deductible expenses example	6/7/2021	Exhibit
🗋	Exhibit A - Flagler Park - Market on Main Licensed Area Map	6/4/2021	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 54-2021

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

* * * * *

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

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

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

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

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

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

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

Commissioner _____ 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

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

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

W I T N E S S E T H:

The City and the Licensee do hereby agree as follows:

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

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

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

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

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

A. Assure that the public bathrooms in Flagler Park and Ctiy Hall are cleaned regularly and assure the bathrooms are open and available for use by the public during the use of the Premises.

B. Provide three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Carts for Recyclable materials

C. Licensee is aware of the current configuration of Flagler Park and is accepting same.

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

A. Licensee shall operate the market at least 48 Sundays per year, unless approved by the city manager for additional closures.

B. The Licensee must furnish to the City, a copy of its annual financial report to include all revenues and expenses, each year this agreement remains in effect. Licensee shall also provide copies of the bank statements that reflect the deposits and expenditures set forth in the report upon request. The Licensee must also maintain an IRS tax exempt, 501(c) status throughout the term of this agreement. Revocation of Licensee's tax exempt status by the IRS, whether automatic or as an outcome of an audit or failure to provide the financial report, will constitute a material breach of the terms of this license.

C. The License shall authorize access to the Premises at 6:00 AM Sunday morning, and shall vacate the Premises not later than 4:00 PM the same day. The financial terms of this agreement are based upon the operation of the market during the operating hours set forth herein. Although the license provides access for preparation and restoration of the site, it does not authorize the vendors to operate outside of the limitations set forth in this agreement.

D. Licensee shall be permitted to have privately contracted vendors ("Vendors") each Sunday, who shall each be permitted to temporarily erect for licensed uses, 10'x10' canopies, tables, and displays for the sale or distribution of produce, food, beverages, wares, or services.

E. The Market shall only be open to the public from 9:00 am until 2:00 p.m.. At 2:00 PM the remaining Vendors shall cease operations and restore the premises to its original condition.

F. The Licensee shall keep the Premises clean throughout its Sunday operation of an outdoor market place, including but not limited to its use of any parking lot, outdoor public restrooms, and adjacent walkways, driveways, and streets, and the entire Premises shall be cleaned and restored to its prior condition by 5:00 PM each Sunday of operation.

G. The Licensee shall use the three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Cart for Recyclable materials provided by the City, and shall collapse and fold all cardboard boxes and place them in the Blue recycle cart or immediately adjacent to it in a neat and orderly fashion in a area designated by the City by 5:00 PM each Sunday of operation.

H. It will be the responsibility of the Licensee to ensure its vendors comply with and conform to all city policies relating to zero plastics on public property. Any violation of such policy will be considered a material breach of this agreement. Licensee shall be subject to any penalties as set forth in the policy. Further, failure to comply with same shall be grounds for termination of this agreement.

I. Any sale, distribution, or consumption of alcoholic beverages during each event will be limited to a predefined area as determined and approved by the City Manager, or their designee. Such activity by the Licensee or any of their designated vendors will be considered ancillary to the scope and nature of the license, and may be revoked by the City Manager, or their designee for any reason, at any time. Licensee may be required to hire at its own expense, additional public or private security officers as determined by the City.

J. Licensee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in the Premises.

K. Any signage constructed or placed by Licensee shall be first approved by the City Manager.

L. Licensee Vendors will not park their vehicles on the streets immediately adjacent to the Licensed Premises, or within the City Hall parking lot except when setting up or breaking down equipment to be transported to and off premise. Repeated violations of this policy may constitute a material breach of the license agreement. Beginning at 9:00 a.m. all vendor vehicles must be relocated outside of the spaces adjacent to Flagler Park.

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

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

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

to the City:	City Manager 121 SW Flagler Avenue Stuart, FL 34994 cmanager@ci.stuart.fl.us and mmortell@ci.stuart.fl.us
to the Licensee:	Stuart Main Street Association, Inc. PO Box 3035 Stuart, FL 34994 director@stuartmainstreet.org

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

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

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

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

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

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

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

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

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

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

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

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

CITY:
CITY OF STUART, FLORIDA

ATTEST:

_____
MARY KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITYATTORNEY

LICENSEE:
STUART MAIN STREET ASSOCIATION, INC.

_____
MARK BRECHBILL
PRESIDENT

PRICE PROPOSAL

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

Projected Budget

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

Income

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

Expense

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

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

EXHIBIT A
Stuart Main Street Association, Inc.
Market on Main

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Janine Wilde - Administrative Coordinator U&E

Title of Item:

STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW430431 (RC):

RESOLUTION No. 57-2021; 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 DW430431; 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 DW430431 for the construction of the Floridian Aquifer Test Production Well FA-1 project in the amount of $2,340,000.

Resolution No. 07-2021 was previously adopted on January 11, 2021 authorizing the execution of Amendment 1, which provided adjustments to the loan repayment dates to give the City of Stuart additional time to complete the closeout of the Floridian Aquifer Test Production Well FA-1 project.

Amendment 2 provides adjustments to the loan amount, principal forgiveness amount, semiannual loan payment amount, loan service fee and project costs to reflect actual costs. The loan amount is reduced from $2,340,000 to $1,137,665. Of that, the principal forgiveness is $223,643.55. Therefore, the total amount remaining to repay is $937,267.22, which consists of $914,021.45 disbursed to the City, $492.77 of accrued capitalized interest, and $22,753 of service fee charges.

Funding Source:

Debt service payments were included in the 2017 Water and Wastewater Rate Study and construction of the Floridan Aquifer Test Production Well FA-1 was budgeted in FY20 – 1610 / 563 (Water Treatment Team).

Recommended Action:

Approve Resolution No. 57-2021

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 57-2021	5/26/2021	Resolution add to Y drive
Amendment No. 2	6/9/2021	Attachment
Amortization Schedule	5/26/2021	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 57-2021

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 DW430431; 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 DW430431.

SECTION 2: The City of Stuart, Florida has previously adopted Resolution No. 07-2021 Amendment 1 providing adjustments to the loan repayment dates to give the City of Stuart additional time to complete the closeout of the Floridian Aquifer Test Production Well FA-1 project.

SECTION 3: Amendment 2 provides adjustments to the loan amount, principal forgiveness amount, semiannual loan payment amount, loan service fee and project costs to reflect actual costs.

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.

Resolution No. 57-2021
State Revolving Fund Amendment 2 to Loan Agreement DW430431

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 14th day of June, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW430431
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 DW430431, as amended, authorizing a Loan amount of $2,340,000, excluding Capitalized Interest and including Principal Forgiveness in the amount of $460,000; and

The Loan Amount, Principal Forgiveness amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by $1,202,335.00 of which the Principal Forgiveness portion is $236,356.45 and the Loan amount is $965,978.55. The revised total amount awarded is $1,137,665.00. Of that, the Principal Forgiveness is $223,643.55.

2. The Loan Service Fee is reduced by $236,356.45, and the adjusted total service fee, rounded to the nearest dollar, for this Loan is $22,753.00. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $1,137,665.

3. The total amount of the Loan is $937,267.22, which consists of $914,021.45 disbursed to the Project Sponsor, $492.77 of accrued Capitalized Interest and $22,753.00 of service fee charges.

4. The total amount remaining to repay is $937,267.22, consisting of unpaid principal of the Loan of $914,514.22 and an unpaid service fee charge of $22,753.00 both at an interest rate of 0.08 percent per annum.

5. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $23,624.32. Such payments shall be received by the Department on December 15, 2021 and semiannually thereafter on June 15 and December 15 of each year until all amounts due hereunder have been fully paid.

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

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452219-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$1,137,665	140129

7. The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	995,159.00
Technical Services During Construction	142,506.00
SUBTOTAL (Total Disbursed)	1,137,665.00
Less Principal Forgiveness	(223,643.55)
Capitalized Interest	492.77
TOTAL (Loan Principal Amount)	914,514.22

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

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This Amendment 2 to Loan Agreement DW430431 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: Approved as to form and legal sufficiency:

_____ _____
City Clerk City Attorney

SEAL

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

Calculation of Semiannual Payment for Remaining Years

Sponsor: Stuart
Funding Number: 430431
Beginning of Repayment Period: 06/15/2021
Payments Remaining: 40

Original Loan
Combined Rate: .08

Date	Disbursement Or Serv. Fee	Cap. Int. At 12/15/2021	Amount To Repay	Interest At 12/15/2021	Total Owed At 12/15/2021	Present Value* At 06/15/2021	Payment Amount
07/16/2020	420,114.92	307.55	420,422.47	168.17	420,590.64		
12/04/2020	407,367.88	172.32	407,540.20	163.02	407,703.22		
04/08/2021	86,538.65	12.90	86,551.55	34.62	86,586.17		
06/15/2021	22,753.00	0.00	22,753.00	9.10	22,762.10		
Subtotals:	936,774.45	492.77	937,267.22	374.91	937,642.13	937,267.22	23,624.32

*Present value is the total owed divided by (1+(Combined interest rate)/2)
The Payment Amount is computed using the present value.

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Stuart

Funding Number: 430431

Original Loan Interest: .08 GAA Rate: 0

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
06/15/2021		0.00	0.00	0.00	0.00	0.00	0.00	937,267.22
12/15/2021	1	23,624.32	22,753.00	9.10	365.81	0.00	496.41	914,017.81
06/15/2022	2	23,624.32	0.00	0.00	365.61	0.00	23,258.71	890,759.10
12/15/2022	3	23,624.32	0.00	0.00	356.30	0.00	23,268.02	867,491.08
06/15/2023	4	23,624.32	0.00	0.00	347.00	0.00	23,277.32	844,213.76
12/15/2023	5	23,624.32	0.00	0.00	337.69	0.00	23,286.63	820,927.13
06/15/2024	6	23,624.32	0.00	0.00	328.37	0.00	23,295.95	797,631.18
12/15/2024	7	23,624.32	0.00	0.00	319.05	0.00	23,305.27	774,325.91
06/15/2025	8	23,624.32	0.00	0.00	309.73	0.00	23,314.59	751,011.32
12/15/2025	9	23,624.32	0.00	0.00	300.40	0.00	23,323.92	727,687.40
06/15/2026	10	23,624.32	0.00	0.00	291.07	0.00	23,333.25	704,354.15
12/15/2026	11	23,624.32	0.00	0.00	281.74	0.00	23,342.58	681,011.57
06/15/2027	12	23,624.32	0.00	0.00	272.40	0.00	23,351.92	657,659.65
12/15/2027	13	23,624.32	0.00	0.00	263.06	0.00	23,361.26	634,298.39
06/15/2028	14	23,624.32	0.00	0.00	253.72	0.00	23,370.60	610,927.79

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Stuart

Funding Number: 430431

Original Loan Interest: .08 GAA Rate: 0

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
12/15/2028	15	23,624.32	0.00	0.00	244.37	0.00	23,379.95	587,547.84
06/15/2029	16	23,624.32	0.00	0.00	235.02	0.00	23,389.30	564,158.54
12/15/2029	17	23,624.32	0.00	0.00	225.66	0.00	23,398.66	540,759.88
06/15/2030	18	23,624.32	0.00	0.00	216.30	0.00	23,408.02	517,351.86
12/15/2030	19	23,624.32	0.00	0.00	206.94	0.00	23,417.38	493,934.48
06/15/2031	20	23,624.32	0.00	0.00	197.57	0.00	23,426.75	470,507.73
12/15/2031	21	23,624.32	0.00	0.00	188.20	0.00	23,436.12	447,071.61
06/15/2032	22	23,624.32	0.00	0.00	178.83	0.00	23,445.49	423,626.12
12/15/2032	23	23,624.32	0.00	0.00	169.45	0.00	23,454.87	400,171.25
06/15/2033	24	23,624.32	0.00	0.00	160.07	0.00	23,464.25	376,707.00
12/15/2033	25	23,624.32	0.00	0.00	150.68	0.00	23,473.64	353,233.36
06/15/2034	26	23,624.32	0.00	0.00	141.29	0.00	23,483.03	329,750.33
12/15/2034	27	23,624.32	0.00	0.00	131.90	0.00	23,492.42	306,257.91
06/15/2035	28	23,624.32	0.00	0.00	122.50	0.00	23,501.82	282,756.09
12/15/2035	29	23,624.32	0.00	0.00	113.10	0.00	23,511.22	259,244.87

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Stuart

Funding Number: 430431

Original Loan Interest: .08 GAA Rate: 0

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
06/15/2036	30	23,624.32	0.00	0.00	103.70	0.00	23,520.62	235,724.25
12/15/2036	31	23,624.32	0.00	0.00	94.29	0.00	23,530.03	212,194.22
06/15/2037	32	23,624.32	0.00	0.00	84.88	0.00	23,539.44	188,654.78
12/15/2037	33	23,624.32	0.00	0.00	75.46	0.00	23,548.86	165,105.92
06/15/2038	34	23,624.32	0.00	0.00	66.04	0.00	23,558.28	141,547.64
12/15/2038	35	23,624.32	0.00	0.00	56.62	0.00	23,567.70	117,979.94
06/15/2039	36	23,624.32	0.00	0.00	47.19	0.00	23,577.13	94,402.81
12/15/2039	37	23,624.32	0.00	0.00	37.76	0.00	23,586.56	70,816.25
06/15/2040	38	23,624.32	0.00	0.00	28.33	0.00	23,595.99	47,220.26
12/15/2040	39	23,624.32	0.00	0.00	18.89	0.00	23,605.43	23,614.83
06/15/2041	40	23,624.28	0.00	0.00	9.45	0.00	23,614.83	0.00
Subtotals:		944,972.76	22,753.00	9.10	7,696.44	0.00	914,514.22	

*Total to pay may reflect activity during repayment term

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Stuart

Funding Number: 430431

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
06/15/2021		0.00	0.00	0.00	0.00	0.00	0.00	937,267.22
12/15/2021	1	23,624.32	22,753.00	9.10	365.81	0.00	496.41	914,017.81
06/15/2022	2	23,624.32	0.00	0.00	365.61	0.00	23,258.71	890,759.10
12/15/2022	3	23,624.32	0.00	0.00	356.30	0.00	23,268.02	867,491.08
06/15/2023	4	23,624.32	0.00	0.00	347.00	0.00	23,277.32	844,213.76
12/15/2023	5	23,624.32	0.00	0.00	337.69	0.00	23,286.63	820,927.13
06/15/2024	6	23,624.32	0.00	0.00	328.37	0.00	23,295.95	797,631.18
12/15/2024	7	23,624.32	0.00	0.00	319.05	0.00	23,305.27	774,325.91
06/15/2025	8	23,624.32	0.00	0.00	309.73	0.00	23,314.59	751,011.32
12/15/2025	9	23,624.32	0.00	0.00	300.40	0.00	23,323.92	727,687.40
06/15/2026	10	23,624.32	0.00	0.00	291.07	0.00	23,333.25	704,354.15
12/15/2026	11	23,624.32	0.00	0.00	281.74	0.00	23,342.58	681,011.57
06/15/2027	12	23,624.32	0.00	0.00	272.40	0.00	23,351.92	657,659.65
12/15/2027	13	23,624.32	0.00	0.00	263.06	0.00	23,361.26	634,298.39
06/15/2028	14	23,624.32	0.00	0.00	253.72	0.00	23,370.60	610,927.79

Sponsor: Stuart

Funding Number: 430431

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
12/15/2028	15	23,624.32	0.00	0.00	244.37	0.00	23,379.95	587,547.84
06/15/2029	16	23,624.32	0.00	0.00	235.02	0.00	23,389.30	564,158.54
12/15/2029	17	23,624.32	0.00	0.00	225.66	0.00	23,398.66	540,759.88
06/15/2030	18	23,624.32	0.00	0.00	216.30	0.00	23,408.02	517,351.86
12/15/2030	19	23,624.32	0.00	0.00	206.94	0.00	23,417.38	493,934.48
06/15/2031	20	23,624.32	0.00	0.00	197.57	0.00	23,426.75	470,507.73
12/15/2031	21	23,624.32	0.00	0.00	188.20	0.00	23,436.12	447,071.61
06/15/2032	22	23,624.32	0.00	0.00	178.83	0.00	23,445.49	423,626.12
12/15/2032	23	23,624.32	0.00	0.00	169.45	0.00	23,454.87	400,171.25
06/15/2033	24	23,624.32	0.00	0.00	160.07	0.00	23,464.25	376,707.00
12/15/2033	25	23,624.32	0.00	0.00	150.68	0.00	23,473.64	353,233.36
06/15/2034	26	23,624.32	0.00	0.00	141.29	0.00	23,483.03	329,750.33
12/15/2034	27	23,624.32	0.00	0.00	131.90	0.00	23,492.42	306,257.91
06/15/2035	28	23,624.32	0.00	0.00	122.50	0.00	23,501.82	282,756.09
12/15/2035	29	23,624.32	0.00	0.00	113.10	0.00	23,511.22	259,244.87

State Revolving Fund Loan
*** Amortized Repayment Schedule ***

Sponsor: Stuart

Funding Number: 430431

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
06/15/2036	30	23,624.32	0.00	0.00	103.70	0.00	23,520.62	235,724.25
12/15/2036	31	23,624.32	0.00	0.00	94.29	0.00	23,530.03	212,194.22
06/15/2037	32	23,624.32	0.00	0.00	84.88	0.00	23,539.44	188,654.78
12/15/2037	33	23,624.32	0.00	0.00	75.46	0.00	23,548.86	165,105.92
06/15/2038	34	23,624.32	0.00	0.00	66.04	0.00	23,558.28	141,547.64
12/15/2038	35	23,624.32	0.00	0.00	56.62	0.00	23,567.70	117,979.94
06/15/2039	36	23,624.32	0.00	0.00	47.19	0.00	23,577.13	94,402.81
12/15/2039	37	23,624.32	0.00	0.00	37.76	0.00	23,586.56	70,816.25
06/15/2040	38	23,624.32	0.00	0.00	28.33	0.00	23,595.99	47,220.26
12/15/2040	39	23,624.32	0.00	0.00	18.89	0.00	23,605.43	23,614.83
06/15/2041	40	23,624.28	0.00	0.00	9.45	0.00	23,614.83	0.00
Totals:		944,972.76	22,753.00	9.10	7,696.44	0.00	914,514.22	

*Total to pay may reflect activity during repayment term

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB #2021-110: RESINS FOR PFOA/PFOS TREATMENT SYSTEM (RC):

RESOLUTION No. 58-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-110, RESINS FOR PFOA/PFOS TREATMENT SYSTEM TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER CALGON CARBON CORPORATION OF MOON TOWNSHIP, PA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on April 23, 2021. Demandstar notified one hundred and twenty (120) potential bidders, there six (6) plan holders, and issued two (2) bid packages for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. May 12, 2021.

Utilities and Engineering Staff has checked references and recommends award to the lowest responsive and responsible bidder, for a total unit price $833,389.55. Purchases will made during contract period of three years.

Funding Source:

1610/546

Recommended Action:

Adopt Resolution No. 58-2021

ATTACHMENTS:

	Description	Upload Date	Type
	R58-2021	5/27/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 58-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-110, RESINS FOR PFOA/PFOS TREATMENT SYSTEM TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER CALGON CARBON CORPORATION OF MOON TOWNSHIP, PA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2021-110: Resins for PFOA/PFOS Treatment System to the lowest, responsive, and responsible bidder Calgon Carbon Corporation of Moon Town, PA. Purchases to be made over the next three years at a total price of $833,389.55,; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 58-2021
Approve Award of ITB #2021-110, Resins for PFOA/PFOS Treatment System

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 14th day of June, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB# 2021-111: RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD. STREETSCAPE PHASE 1 (RC):

RESOLUTION No. 59-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-111, RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD STREETSCAPE PHASE 1 TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL BID AMOUNT OF $175,367.00 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on April 29, 2021. DemandStar notified nine hundred and twenty-five (925) potential bidders, there were sixteen (16) plan holders, and issued twenty-one (21) bid packages for this project. One (1) bid was received by the bid opening date and time of 2:30 pm. May 20, 2021.

Public Works has checked references and recommends award to the lowest responsive and responsible bidder, for a total bid amount $175,367.00.

Funding Source:

1225/534

Recommended Action:

Adopt Resolution No. 59-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R59-2021	6/2/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 59-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-111, RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD STREETSCAPE PHASE 1 TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL BID AMOUNT OF $175,367.00 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2021-111: Re-bid of Tree Selection and Replacement for East Ocean Blvd Streetscape Phase 1 to the lowest, responsive, and responsible bidder Sunshine Land Design of Stuart, Florida.; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 59-2021
Approve Award of ITB #2021-111, Re-Bid of Tree Selection for East Ocean Streetscape Phase 1.

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 14th day of June, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** M. Leggett, Public Works Director

Title of Item:

BA #7 FOR TREES – EAST OCEAN BLVD., OSCEOLA CROSSWALK, SHEPARD PARK (RC):

RESOLUTION No. 60-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE 2020-2021 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR TREES FOR EAST OCEAN BLVD., OSCEOLA STREET CROSSWALK AND SHEPARD PARK; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Invitation to Bid #2021-111 came in slightly higher than anticipated for trees along East Ocean Blvd., from Colorado Avenue to Georgia Avenue.

Osceola Street Crosswalk was included in the design scope for the East Ocean Blvd. Project. Funds are needed to complete this phase of the overall project.

The Gumbo Limbo trees at Shepard Park are being replaced with larger more mature Oak trees.

Below is a summary of the costs.

Tree Replacement Fund		
Project	Description	Cost
East Ocean Blvd.	Installation of trees from Colorado Avenue to Georgia Avenue	$67,612.00
Osceola Street Crosswalk	Installation of 8 trees - 4 Coconut Trees and 4 Fern Trees	$19,500.00
Shepard Park	Replace 3 Gumbo Limbo Trees with 3 larger more mature Oak Trees	$50,000.00
	Total	$137,112.00

Funding Source:

From: Tree Replacement Fund $137,112.00

To: Parks and Grounds, Operating $87,112.00
Transportation Maintenance, Operating $50,000.00

Recommended Action:

Approve Resolution No. 60-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 60-2021	6/3/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 60-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE 2020-2021 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR TREES FOR EAST OCEAN BLVD., OSCEOLA STREET CROSSWALK AND SHEPARD PARK; 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 2020-2021 Year Budget of the General Fund of the City of Stuart, Florida, being Resolution No. 60-2021 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

From:	Tree Replacement Fund	$137,112.00
To:	Parks and Grounds, Operating	$87,112.00
	Transportation Maintenance, Operating	$50,000.00

SECTION 2: Except as amended hereby, the FY 2020-2021 Annual Budget shall remain in full force and effect.

SECTION 3: 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 14th day of June, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Kev Freeman

Title of Item:

SPORTFISH MARINA UPUD: REZONING TO UPUD (QUASI-JUDICIAL)(RC) - **REQUEST TO CONTINUE TO JUNE 28, 2021.**

ORDINANCE No. 2464-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF UPUD "URBAN PLANNED UNIT DEVELOPMENT" TO A PARCEL OF LAND TOTALING 0.63 ACRES, LOCATED AT 304 NE FLAGLER AVENUE, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE "SPORTFISH MARINA" URBAN PLANNED UNIT DEVELOPMENT (UPUD) CONSISTING OF A 37-ROOM BOUTIQUE HOTEL AND 49 SLIP MARINA, AND ALLOWING USES PERMITTED IN THE URBAN DISTRICT; PROVIDING FOR APPROVAL OF A SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; DECLARING THE PROJECT 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, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

THE APPLICANT REQUESTS THAT THE ITEM BE CONTINUED TO A DATE CERTAIN OF JUNE 28, 2021.

History
The application was presented to City Commission on April 26, 2021. The Commission determined to continue the item until June 14, 2021.

The application was presented to the Community Redevelopment Board (CRB) at their meeting of April 6, 2021. The application was approved by a vote of 6-1 to be moved to the City Commission for approval.

The CRB did discuss the provision of a Marina and the parking arrangement of such.

The applicant confirms the following, which demonstrates compliance with the City's parking code for the Urban District:

Parking requirement (3.01.03):
Hotel:37 rooms (1 per room) = 37 spaces.
Hotel: Employees (2 per 3 employees) = 2 spaces.
Marina: 49 slips (1 per 4 slips) = 12 spaces.
Total: 51 spaces.

The proposed development will provide 55 parking stalls within its parking decks, exceeding code requirement.

The submerged land lease is to be finalized with the Department of Environmental Protection (DEP) prior to construction. The lease will require that a proportion of slips will be open for public access. This requirement supports the City's Comprehensive Plan at
Policy 9.A8.4: The City of Stuart will encourage land uses and site plans at preferred locations that enhance access to the coastal waterway and maximize the number of wet slips and dry storage racks at a given facility.

Summary
The intent of this application is a rezoning to an Urban Planned Unit Development from the existing zoning of Urban Waterfront. The property is located within the Community Redevelopment Area.

The proposed use of the site is for a three-story boutique hotel above two parking decks (partially below Finished First Floor Elevation). The Hotel proposes 25 single-bed rooms and 12 bedroom two-bed rooms, for a total of 37 rooms.The proposal will provide lodging and marina accommodations with 49 wet slips.

The property extends to the waterfront of the St. Lucie and adjacent to the Harborage residential condominiums to the north and a commercial building to the south. The shoreline has an existing and established mangrove growth that will be preserved and protected during construction activities.

The height of the building is proposed to comply with the maximum allowed to the eaves of 45 ft above lowest permissible finished floor level.

The request for departure from Land Development Code relates solely to allow parking within the building envelope.

The following documents form part of the attached Ordinance at Exhibit 'D"
a. Site Plan Set: McCarty & Associates 12-07-2020
b. Architectural Plan Set: Brent A. Wood Architecture LLC 3-11-2021
c. Landscape Plan Set: McCarty & Associates 3-11-2021
d. Drainage Statement: Captec Engineering Inc: 12-10-2020
e. Traffic Statement: Captec Engineering 12-09-2020
f. Utility Statement: Captec Engineering 12-09-2020
g. Boundary and Topographic Survey: Northstar Geomatics 11-12-2020
h. Fire Hydrant Exhibit - 2021

Refer also to Staff Report at B.1 of this agenda.

Funding Source:

N/A

Recommended Action:

Motion to continue the item to a date certain of June 28, 2021.

ATTACHMENTS:

Description	Upload Date	Type
A1. Ord 2464-2021 Sportfish Marina UPUD	4/16/2021	Ordinance add to Y drive

🗋	A2. Exhibit D to Ord 2464-2021	4/16/2021	Attachment
🗋	B1. Staff Report	4/16/2021	Staff Report
🗋	B2. Staff Review	3/31/2021	Backup Material
🗋	C1. Application	3/31/2021	Backup Material
🗋	C2. Applicant Justification Statement	3/31/2021	Backup Material
🗋	C3. Location Plan	3/31/2021	Backup Material
🗋	C4. Aerial	3/31/2021	Backup Material
🗋	C5. Applicant Additional Information	4/16/2021	Backup Material

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2464-2021

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

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Fernando Limon, Manager of LBS Power Holdings LLC (Applicant) and Ted Weitzel, President of Weitzel OZ LLC (Owner) of a 0.633 acre parcel of developed land located at 304 NE Flagler Avenue (**Exhibit "D" – Aerial**), and

WHEREAS, the City of Stuart has determined the need to assign UPUD zoning to said lands; and

WHEREAS, the Community Redevelopment Board (CRB) held a properly noticed hearing at a regularly scheduled meeting to consider amending the city's official zoning map and approving the existing and recommended approval for the rezoning on April 6, 2021; and

WHEREAS, on April 26, 2021, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Owner and Applicant, amending the city's official zoning map and approving the existing building and site, and

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

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

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

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

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

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

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

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

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

a. Site Plan Set: McCarty & Associates 12-07-2020
b. Architectural Plan Set: Brent A. Wood Architecture LLC 3-11-2021
c. Landscape Plan Set: McCarty & Associates 3-11-2021
d. Drainage Statement: Captec Engineering Inc: 12-10-2020
e. Traffic Statement: Captec Engineering 12-09-2020
f. Utility Statement: Captec Engineering 12-09-2020
g. Boundary and Topographic Survey: Northstar Geomatics 11-12-2020
h. Fire Hydrant Exhibit - 2021

SECTION 2: The Zoning designation of the subject property shall be established as "UPUD" Urban Planned Unit Development on the City of Stuart's Official Zoning Map.

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

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

SECTION 5: If any provision of this ordinance or the application thereof to any person

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

SECTION 6: 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 PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 7: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 8: 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 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owners, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2021.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

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

ADOPTED on second and final reading this _____day of _____, 2021.

ATTEST:

_____ _____

MARY R. KINDEL EULA R. CLARKE

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL, ESQ.

CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,

COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means

of ☐ physical presence or ☐nline notarization, this _____day of _____, 2021, by EULA R. CLARKE, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

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

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

WITNESSES: Owner: LBS Power Holdings LLC,

_____

Print Name: _____ By:

_____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,

COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ line notarization, this _____ day of _____, 2021, by _____

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

Exhibit "A"
LEGAL DESCRIPTION

LOTS 1 ,2, AND 3, BLOCK 19, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF FILED MARCH 26, 1925, RECORDED IN PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY , FLORIDA, TOGETHER WITH THE NORTHERLY ONE-HALF AND SOUTHERLY ONE-HALF OF THE ABANDONDED STREET KNOWN AS THE EASTERNLY EXTENSION OF HIBISCUS AVENUE, LOCATED BETWEEN LOT 4, BLOCK 18, AND LOT 1, BLOCK 19, OF THE AFORESAID PLAT OF RIVERSIDE PARK.

SITUATE IN THE COUNTY OF MARTIN, STATE OF FLORIDA.

EXHIBIT "B"

LOCATION MAP

EXHIBIT "C"
DEVELOPMENT CONDITIONS

Approved Plans and Documents (Exhibit "D")

a. **Site Plan Set: McCarty & Associates 12-07-2020**
b. **Architectural Plan Set: Brent A. Wood Architecture LLC 3-11-2021**
c. **Landscape Plan Set: McCarty & Associates 3-11-2021**
d. **Drainage Statement: Captec Engineering Inc: 12-10-2020**
e. **Traffic Statement: Captec Engineering 12-09-2020**
f. **Utility Statement: Captec Engineering 12-09-2020**
g. **Boundary and Topographic Survey: Northstar Geomatics 11-12-2020**
h. **Fire Hydrant Exhibit - 2021**

Development and Construction

1. Except as otherwise set forth in the Sportfish Marina UPUD, development shall comply with the City Land Development Code. Any modifications to the Master Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping, may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via public hearing.

2. All applicable state or federal permits must be obtained before the commencement 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.

3. Existing Mangroves shall be maintained and protected during construction and thereafter. Any trimming shall only be permitted by the Florida Department of Environmental Protection.

Allowable Uses

4. All uses allowed in Section 3.01.03.F.2. of the City's Land Development Code are permitted, however, the uses are restricted in accordance to the parking calculations within Section 3.01.03.F.2.

Prohibited

5. No temporary or modular buildings are permitted on the property except for permitted temporary construction/leasing trailers.
6. Billboards are prohibited on the property.
7. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited.
8. No Live aboard vessels are allowed in the submerged land lease area connected to this PUD unless it is for the purpose to dock and to use the hotel facilities. No residential activities shall be permitted.

Amendments

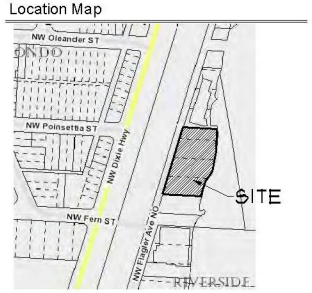
9. Any applications to amend this Ordinance shall be limited to the single Owner, successors or assigned of the parcel, or the Master Owners Association, if applicable.

Prior to Issuance of Site Permits

10. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
11. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.
12. All regulatory agency permits, including but not limited to the South Florida Water Management District, Department of Environmental Protection and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.
13. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

14. A compliance with the City's Public Art (Land Development Code 3.01.08) shall be required prior to issuance of Building Permit. The alternatives are an approval of a work of art on the development site by the Community Redevelopment Board, or the contribution of a sum of one percent of the vertical construction cost into the public art trust fund.
15. An application for site plan approval for a dock shall be required to comply with the Land Development Code provisions of 5.06.02 (Shoreline Protection Zone Delineation) and shall be accompanied with valid permits from the South Florida Water Management District and/or the Florida Department of Environmental Protection.

Location Map



Legal Description

LOTS 1, 2, AND 3, BLOCK 19, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF FILED MARCH 26, 1925, RECORDED IN PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, TOGETHER WITH THE NORTHERLY ONE-HALF AND THE SOUTHERLY ONE-HALF OF THE ABANDONED STREET FORMERLY KNOWN AS THE EASTERLY EXTENSION OF HIBISCUS AVENUE, LOCATED BETWEEN LOT 4, BLOCK 18, AND LOT 1, BLOCK 19, OF THE AFORESAID PLAT OF RIVERSIDE PARK.

SITUATE IN THE COUNTY OF MARTIN, STATE OF FLORIDA.

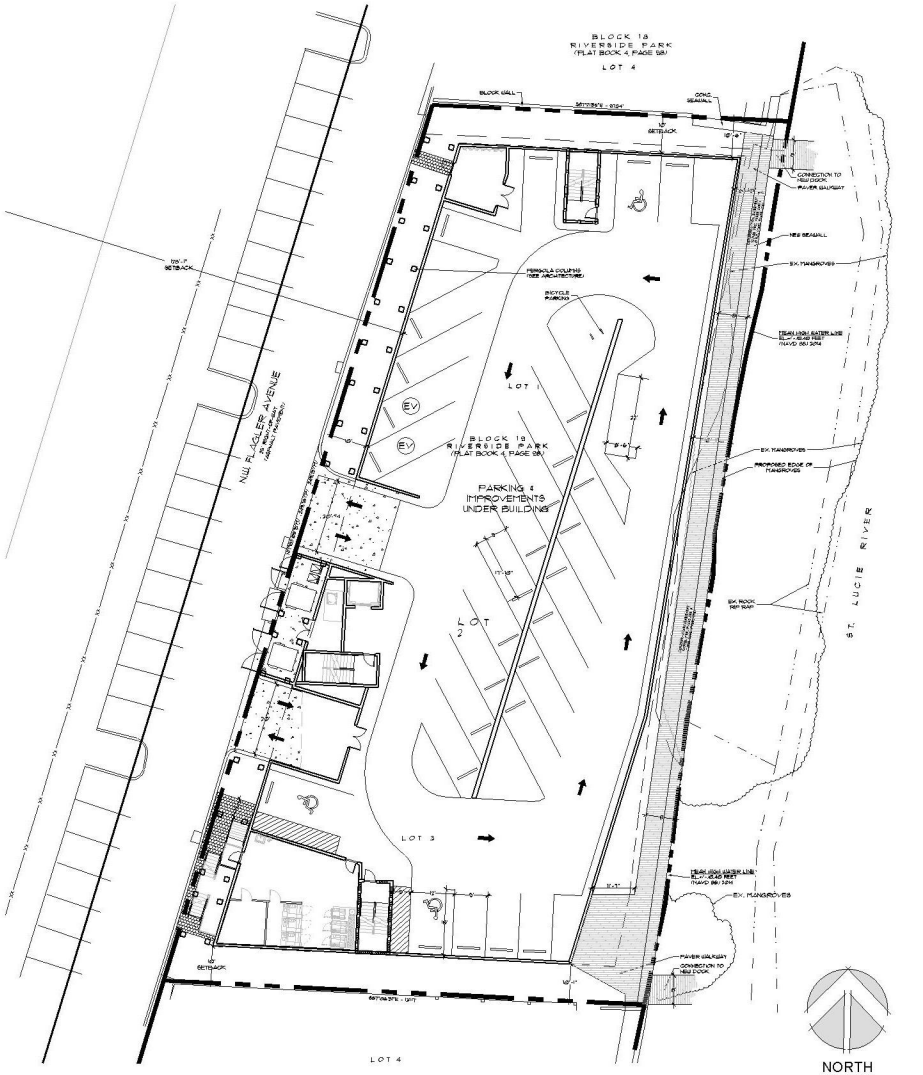
Site Data

PCN	32-37-41-004-019-00010-3
ZONING	UW - URBAN WATERFRONT
FUTURE LAND USE	MARINE & INDUSTRIAL
EXISTING LAND USE	OFFICES/ MARINA
PROPOSED USE	HOTEL

	SF	AC	%
TOTAL SITE AREA (PER SURVEY PROPERTY LINE)	27,572	0.63	100.0%
IMPERVIOUS AREA	**23,575**	**0.541**	**85.50%**
PROPOSED BUILDING	20,086	0.46	72.9%
PARKING / VUA (NOT UNDER BUILDING)	811	0.02	2.9%
CONCRETE WALKS, RAMPS, ETC... (NOT UNDER BUILDING)	431	0.01	1.6%
BOARDWALK	2,237	0.05	8.1%
PERVIOUS AREA	**3,997**	**0.092**	**14.50%**
LANDSCAPE AREA	3,997	0.092	14.5%

PARKING	**REQ.**	**PROVIDED**
TOTAL	**39**	**55**
HOTEL 1 SPACE PER RENTAL ROOM (37 ROOMS)	37	
2 SPACES PER 3 EMPLOYEES (3 EMPLOYEES)	2	
ADA ACCESSIBLE SPACES		4

PROPOSED ROOMS	**PROVIDED**
TOTAL	**37**
1 BEDROOM (900 SF)	23
2 BEDROOMS (1100 SF)	14



McCarty & Associates

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

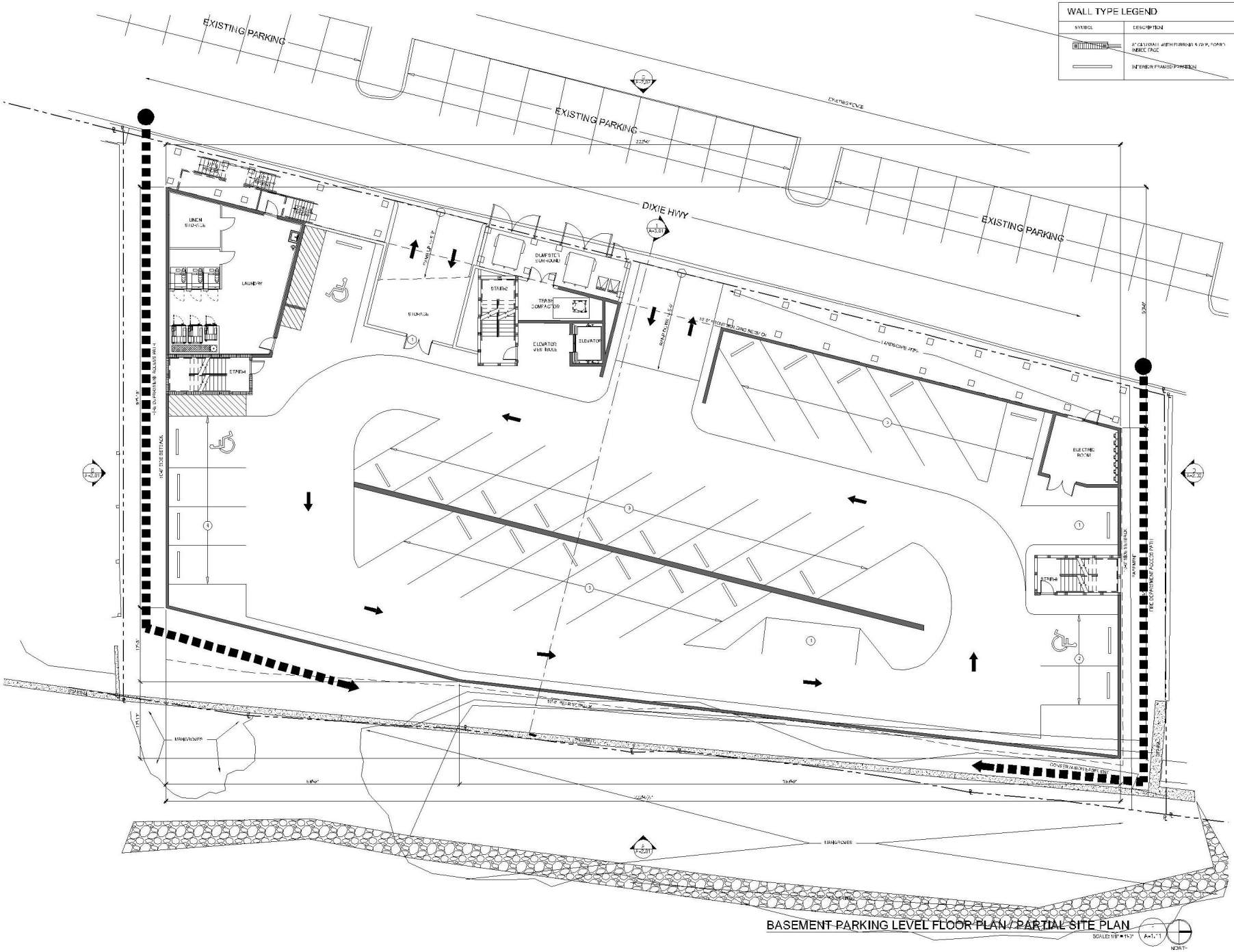
Sportfish Marina Resort

304 NW Flagler Ave.
Stuart, Florida

Site Plan

Drawn By	DMS
Checked By	MM
Scale	1/16"=1'
Drawing Date	12/7/2020
	12/22/2020 added setbacks
	3/11/2021 revised per comments

S-1



BASEMENT PARKING LEVEL FLOOR PLAN / PARTIAL SITE PLAN

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

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Sheet Number: A-1.11

Drawing Name: BASEMENT PARKING LEVEL FLOOR PLAN / PARTIAL SITE PLAN

Project Name: SPORTFISH MARINA RESORT BOUTIQUE HOTEL

Client: CO: Mr. Ted Walkuel

Architect: BRENT A. WOOD ARCHITECTURE LLC

Seal

Original Issue: SITE PLAN SUBMITTAL 3.11.2021

Revision Number	Date
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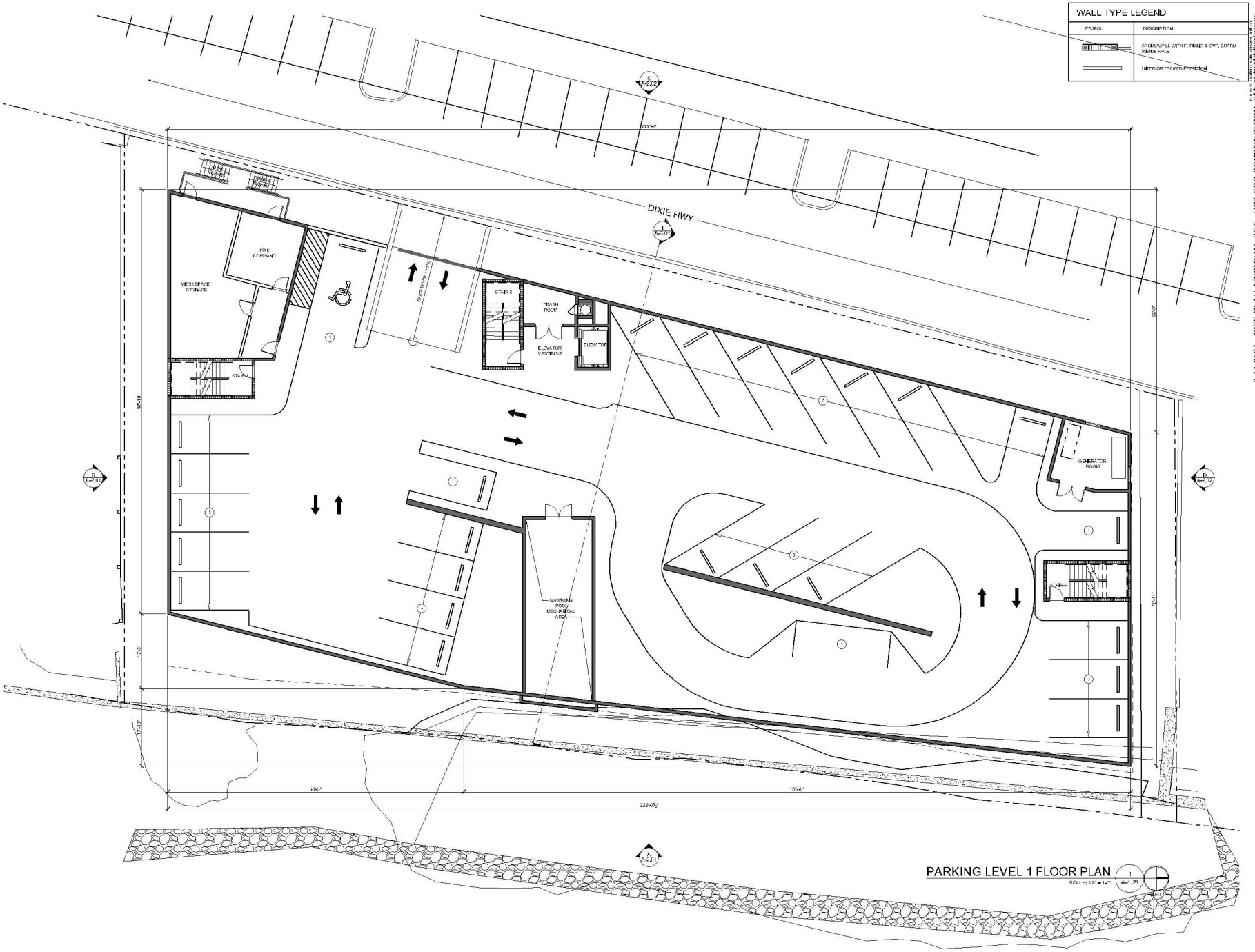

PARKING LEVEL 1 FLOOR PLAN

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

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Drawing Name: PARKING LEVEL 1 FLOOR PLAN

Project Name: SPORTFISH MARINA RESORT BOUTIQUE HOTEL

7002 NW Flagler Ave
Stuart, FL, 34994

Client: C/O: Mr. Ted Welizel

2101 NW 19 Street #200
Fort Lauderdale, FL 33311-3670

Architect: BRENT A. WOOD ARCHITECTURE LLC

BRENT A. WOOD, NCARB, AIA #9789
2215 S.E. Ocean Blvd., Stuart, FL 34996
TEL: 772.220.1287 FAX: 772.419.3001

Seal:

Issue Date: BUILDING SUBMITTAL - 3.11.2021

Revisions:

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Sheet Number: A-1.21

Project Number: 2200201
File Date: Tue 1/4/2021
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CITY OF STUART - COMMERCIAL DEVELOPMENT STANDARDS (SEC. 6.05.00.)	
SYMBOL	DESCRIPTION
1	OVERHANGS
2	PEAKED ROOF FORMS
3	ALLOCATION OF LANDSCAPE PLANTINGS, LIMITED TO THE BUILDING OR LOCATED WITHIN THE FEET OF THE BUILDING
4	WATER ELEMENTS MINIMUM OF 150 SQUARE FEET IN AREA

WALL TYPE LEGEND	
SYMBOL	DESCRIPTION
	6" CMU/CFS WITH FURRING & GWB, DOWELED INSIDE FACE
	INTERIOR FRAMED PARTITION

LIVING LEVEL 1 / AMENITY DECK FLOOR PLAN

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

1 A-1.31

NORTH

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Drawing Number: A-1.31

Drawing Name: LIVING LEVEL 1 / AMENITY DECK FLOOR PLAN

Project Name: SPORTFISH MARINA RESORT BOUTIQUE HOTEL

Client: C/O: Mr. Ted Welzel

Architect: BRENT A. WOOD ARCHITECTURE LLC

Scale:

Project Number: 2201201
File Date: 3-11-2021
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WALL TYPE LEGEND	
SYMBOL	DESCRIPTION
	6" CMU/CFS/LL CITH FURRING & GWB, DOWED INSIDE FACE
	INTERIOR FRAMED PARTITION

LIVING LEVELS 2 & 3 - TYPICAL FLOOR PLAN

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

1 A-1.41

NORTH

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Drawing Issue: SITE PLAN SUBMITTAL - 3.11.2021

Issue Date	Description
1	
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Seal:

BRENT A. WOOD ARCHITECT LICENSED STATE OF FLORIDA AR94198

Architect:
BRENT A. WOOD ARCHITECTURE LLC
BRENT A. WOOD, NCARB, AR94198
22 S.S. Ocean Blvd., Stuart, FL 34996
T+F: 772.220.1287 Fax: 772.220.0201

Client:
C/O: Mr. Ted Welizel
201 NE St. Lucie Blvd
Stuart, Florida 34996

Project Name:
SPORTFISH MARINA RESORT
BOUTIQUE HOTEL
7550 NW Flagler Ave
Stuart, FL 34994

Drawing Name:
LIVING LEVELS 2 & 3 - TYPICAL FLOOR PLAN

Sheet Number:
A-1.41

Project Number: 2201201
File Date: 3.11.2021
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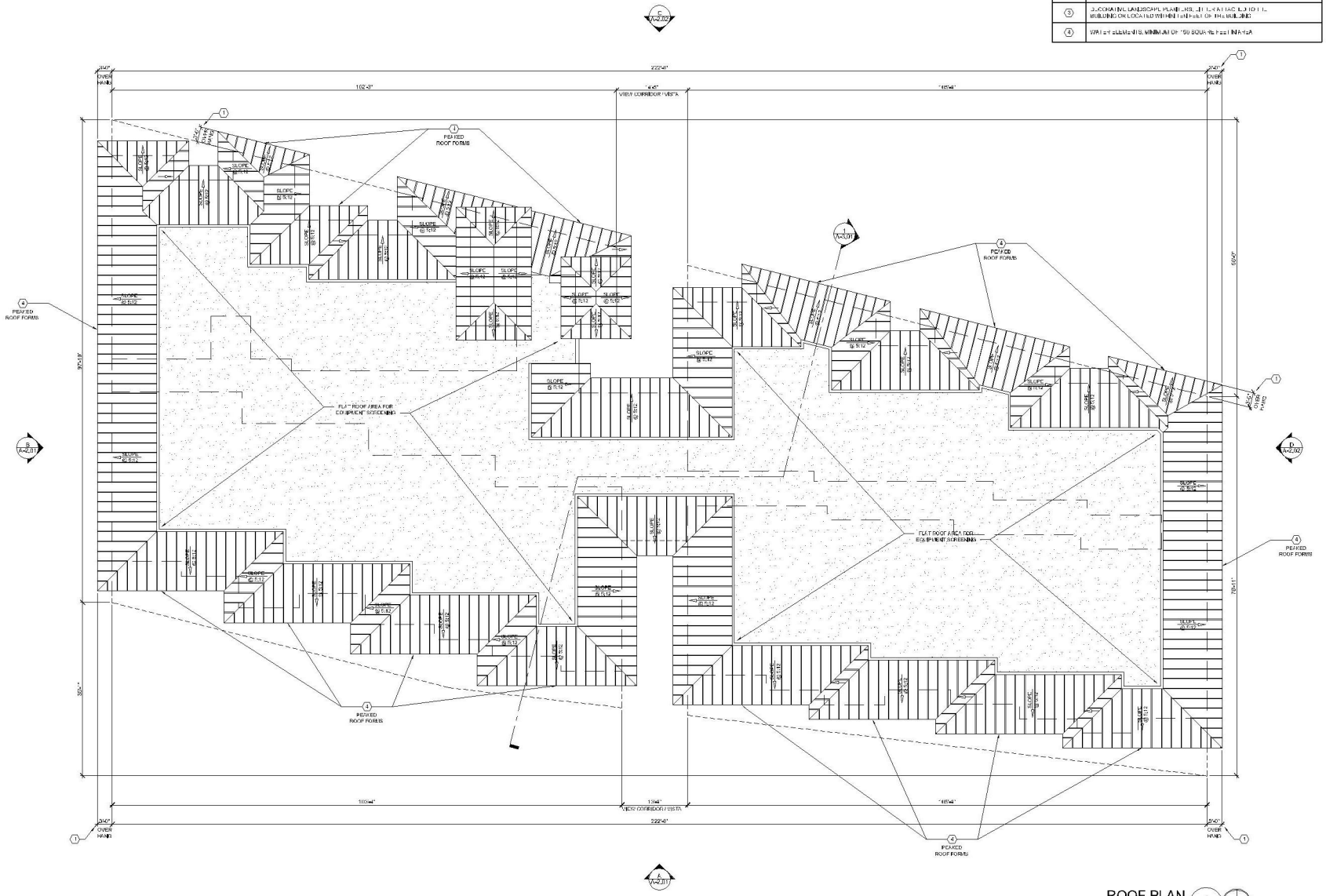
CITY OF STUART - COMMERCIAL DEVELOPMENT STANDARDS (SEC. 6.05.00.)

SYMBOL	DESCRIPTION
1	OVERHANGS
2	PEAKED ROOF FORMS
3	LANDSCAPE PLANTERS, LOCATED ADJACENT TO THE BUILDING OR LOCATED WITHIN 15 FEET OF THE BUILDING
4	WALKWAYS, MINIMUM OF 150 SQUARE FEET IN AREA



ROOF PLAN

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

A-1.51

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Issue Date	Description
03.11.2021	SITE PLAN SUBMITTAL

Revision Date	Description

Scale:

Architect: BRENT A. WOOD ARCHITECTURE LLC

BRENT A. WOOD, NCARB, AIA (FL)
2215 S. Ocean Blvd., Stuart, FL 34996
TEL: 772.220.1287 FAX: 772.419.3291

Client: C/O: Mr. Ted Welizel

201 NW 5th Street #101
Boca Raton 33136

Project Name: SPORTFISH MARINA RESORT BOUTIQUE HOTEL

7556 NW Flagler Ave
Stuart, FL 34994

Drawing Name: ROOF PLAN

Sheet Number: A-1.51

Project Number: 2201201
File Date: 3.11.2021
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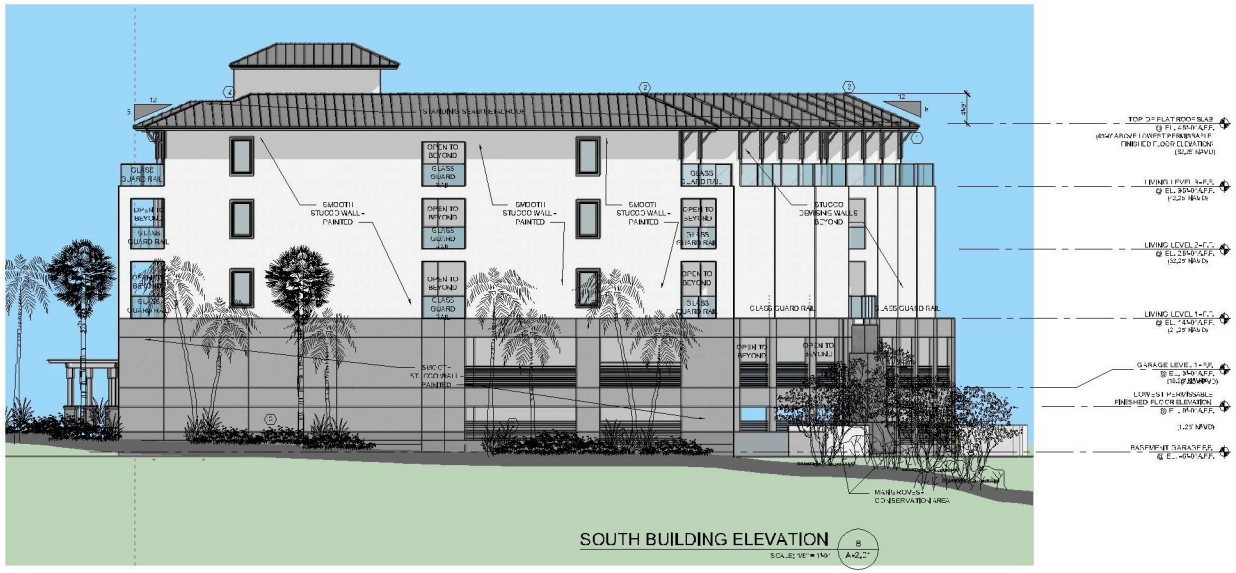
CITY OF STUART - COMMERCIAL DEVELOPMENT STANDARDS (SEC. 6.05.00.)

SYMBOL	DESCRIPTION
1	OVERHANGS
2	PEAKED ROOF FORMS
3	DECORATIVE LANDSCAPE PLANTERS, EITHER ATTACHED TO THE BUILDING OR LOCATED WITHIN 15 FEET OF THE BUILDING
4	WATER ELEMENTS MINIMUM OF 150 SQUARE FEET IN AREA

EAST BUILDING ELEVATION (A / A-2.01)

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



SOUTH BUILDING ELEVATION (B / A-2.01)

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

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Sheet

Architect: BRENT A. WOOD ARCHITECTURE LLC

Client: C/O: Mr. Ted Wallace

Project Name: SPORTFISH MARINA RESORT BOUTIQUE HOTEL

Drawing Name: BUILDING ELEVATIONS

Sheet Number: A-2.01

CITY OF STUART - COMMERCIAL DEVELOPMENT STANDARDS (SEC. 6.05.00.)

SYMBOL	DESCRIPTION
1	OVERHANGS
2	PEAKED ROOF FORMS
3	DECORATIVE LANDSCAPE PLANTERS, EITHER ATTACHED TO THE BUILDING OR LOCATED WITHIN 10 FEET OF THE BUILDING
4	WATER ELEMENTS MINIMUM OF 150 SQUARE FEET IN AREA

WEST BUILDING ELEVATION
SCALE: 1/8" = 1'-0" C A-2.02

NORTH BUILDING ELEVATION
SCALE: 1/8" = 1'-0" D A-2.02

3.11.2021 - SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

Sheet

Architect
BRENT A. WOOD ARCHITECTURE LLC
BRENT A. WOOD AIA NCARB
25 SE Ocean Blvd., Stuart, FL 34996
Tel: 772.221.1987 Fax: 772.221.1987

Client
C/O: Mr. Ted Wallace
301 NW Flagler Ave
Stuart, Florida 33756

Project Name:
SPORTFISH MARINA RESORT BOUTIQUE HOTEL
301 NW Flagler Ave
Stuart, FL 34994

Drawing Name:
NORTH & WEST BUILDING ELEVATIONS

Sheet Number:
A-2.02

Image Number: 2021-0
File Date: 3-11-2021
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ORIGINAL SHEET SIZE IS 24" X 36"

REVISIONS/ISSUE	DATE
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Plant Specifications

SPECIES AND SIZE shall conform to those indicated on the drawings. Nomenclature shall conform to STANDARDIZED PLANT NAMES, current edition. All nursery stock shall be in accordance with Grades and Standards for Nursery Plants Parts I & II, latest edition published by the Florida Department of Agriculture and Consumer Services. All plants not otherwise specified as being Florida Fancy or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Division of Plant Industry. Specimen means an exceptionally heavy, symmetrical, tightly knit plant, so trained or favored in its development that first appearance is unquestionable and outstandingly superior in form, number of branches, compactness and symmetry.

GENERAL REQUIREMENTS

All plants shall be freshly dug, sound, healthy, vigorous, well branched, and free of disease and insect eggs and larvae, and shall have adequate root systems. Trees for planting rows shall be uniform in size and shape. All materials shall be subject to approval by the Landscape Architect. Where any requirements are omitted from the plant list, the plants furnished shall be normal for the variety. Plants shall be pruned prior to delivery only upon the approval of the Landscape Architect.

CONTAINER GROWN STOCK

All container grown material shall be healthy, vigorous, well rooted plants, and established in the container in which they are sold. The plants shall have tops which are good quality and in a healthy growing condition. An established container grown plant shall be grown in that container sufficiently long enough for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. Plant root bound in containers are unacceptable.

MEASUREMENTS

Trees: Height shall be measured from ground to the average height of canopy. Spread shall be measured to the end of branching equally around the crown from the center of the trunk. Measurements are not to include any terminal growth. Single trunk trees shall be free of "V" crotches that could be points of weak limb structure or disease infestation.

Shrubs: Heights shall be measured from the ground to the average points where mature plant growth stops. Spread shall be measured to the end of branching equally around the shrub mass. Measurements are not to include any terminal growth.

Palms: Clear Trunk (C.T.), shall be measured from the ground at the time of installation to the point where the mature aged trunk joins the immature or green portion of the trunk or the head.

Overall height (O.H.), shall be measured from the ground at the time of installation to a point three quarters the length of the unopened bud. Palms with marred or burned trunks will not be accepted.

SOIL

Planting soil for use in preparing backfill for plant pits shall be added at a rate of seventy-five (75%) percent to twenty-five (25%) percent existing soil. This soil mix shall be used in all plant pits except Sabal palms which shall be backfilled with clean sand. Planting soil shall be a fertile, friable natural topsoil or loamy character. It shall contain forty (40) to fifty (50) percent decomposed organic matter and shall be free from heavy clay, stones, lime, plants, roots or other foreign materials or noxious grasses (such as Bermuda or nut grass) and noxious weeds. It shall not contain toxic substances which may be harmful to plant growth.

COMMERCIAL FERTILIZER

Two fertilizer shall be used in all types of plantings, except palms. Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags, each bearing the Manufacturer's statement of analysis, and shall meet the following requirements: sixteen (16%) percent nitrogen, seven (7%) percent phosphorus, twelve (12%) percent potassium, plus iron. Tablet fertilizer ("Agriform" or equal) in 21 gram size shall meet the following requirements: twenty (20%) percent nitrogen, ten (10%) percent phosphorous, five (5%) percent potassium.

The two fertilizers will be applied at the following rates:

PLANT SIZE	16-7-12	"AGRIFORM" TABLET (21 Grams)
1 gal.	1/4 lb.	1
3 gal.	1/3 lb.	2
7-15 gal.	1/2 lb.	4
1"-6" caliper	2 lbs./1" caliper	2/1" caliper
6" and larger	3 lbs./1" caliper	2/1" caliper

"Florida East Coast Palm Special" will be applied to all palms at installation at a rate of 1/2 lb. per inch of trunk caliper unless otherwise specified.

MULCH

Mulch material shall be three (3) inches of shredded melaleuca mulch (sterilized and free of seeds) or approved equal, moistened at the time of application to prevent wind displacement.

SUBSTITUTIONS

No substitutions of plant material types or size will be allowed without written consent of the Landscape Architect. B&B material will not be accepted as substitute for container grown material unless previously approved. Alternate substitutions shall be indicated in bid.

Notes

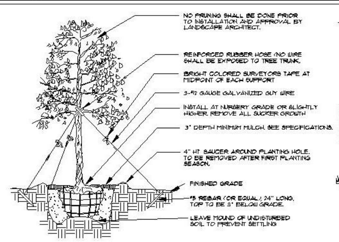
- Prior to the installation of any plant material all existing and imported soils shall be tested and amended to meet the soil specifications and specific plant needs as shown on this plan.
- All plant material, unless specified as being Florida Fancy or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Division of Plant Industry
- All plant materials and sod shall have an automatic irrigation system providing 100% coverage.
- Maintain positive drainage away from building.
- All plant material shall be planted, fertilized and mulched as per the Plant Details and Plant Specifications noted on this plan.
- Landscape Contractor shall research plans and contact appropriate agencies to determine location of utilities and obstructions prior to commencing work. Any utilities or unanticipated obstructions shall be reported immediately to the Landscape Architect.
- Landscape Contractor will be responsible for obtaining all necessary permits, licenses, inspections, and insurance as required by the State and local agencies.
- Quantities shown on plant list are for convenience only. If a discrepancy occurs between the plan and plant list the plan shall prevail.

Plant List

Key	Qty	Scientific Name	Common Name	Size	Spacing
TREES, PALMS & CYCADS					
PL	15	Polyalthia longifolia 'Pendula'	Mast Tree	12' OA, matching, FTB	AS
SP*	12	Sabal Palmetto	Sabal Palm	staggered heights, 8' CT, 14' CT, 20' CT	AS
VA1	5	Veitchia arecina 'Montgomeryana'	Montgomery Palm, single	26' OA, single, FF, matching	AS
SHRUBS & GROUNDCOVERS					
AO	6	Alcantarea odorata	Odorata Bromeliad	36"x 30"	AS
AZV	131	Alpinia zerumbet 'Variegata'	Variegated Shell Ginger	7g, 24"x 30"	36" OC
BGV	9	Bougainvillea vine 'Barbara Karst'	Bougainvillea Vine	8' trellis, attach to pergola with stainless steel hardware	AS
NCR	96	Neomarica caerulea 'Regina'	Giant Apostle's Iris	3g, 30"x 24"	30" OC
PM6	26	Podocarpus macrophyllus 'Maki'	Podocarpus	6'x 2.5' min., matching, FTB	36" OC
SB*	73	Spartina bakeri	Sand Cordgrass	3g, 36"x 30"	36" OC
TA	205	Trachelospermum asiaticum	Asiatic Jasmine Minima	1g, 6"x 12", full pots	12" OC

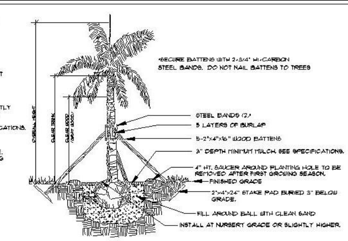
*DENOTES FLORIDA NATIVE PLANT MATERIAL
ALL PLANT MATERIAL SHALL BE MINIMUM FLORIDA #1 GRADE PER THE FLORIDA GRADES & STADARDS FOR NURSERY PLANTS 2015 EDITION

Planting Details



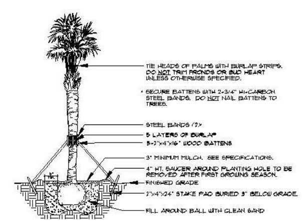
Tree Planting

- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION
- BRACING - SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE (OR WIRE) ALL TREES TO PREVENT EXCESSIVE MOVEMENT & MAINTAIN A VERTICAL POSITION.



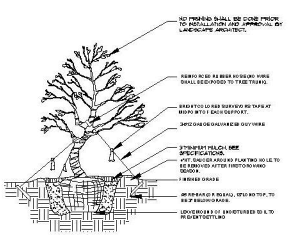
Palm Planting

APPLIES TO ROYAL PALMS, QUEEN PALMS, ALEXANDER PALMS, MANILA PALMS
- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION
- BRACING: SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE ALL PALMS TO PREVENT EXCESSIVE MOVEMENT AND MAINTAIN A VERTICAL POSITION.



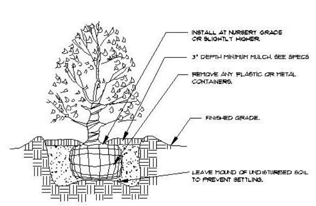
Palm Planting

APPLIES TO: SABAL PALMS, WASHINGTON PALMS, CANARY ISLAND DATE PALMS, SENEGAL DATE PALMS
- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION



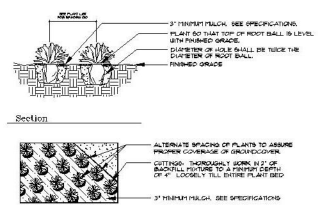
Irregular & Multi-Stem Tree Planting

FOR TREES 6'-14' HT.
NOTES:
SEE SPECIFICATIONS FOR BACKFILL MIXTURES AND FERTILIZATION.
BRACING-SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE (OR WIRE) ALL TREES TO PREVENT EXCESSIVE MOVEMENT AND MAINTAIN A VERTICAL POSITION



Shrub Planting

- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.



Groundcover Planting

- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
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McCARTY & ASSOCIATES
LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Sportfish Marina Resort
304 NW Flagler Ave.
Landscape Plan

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

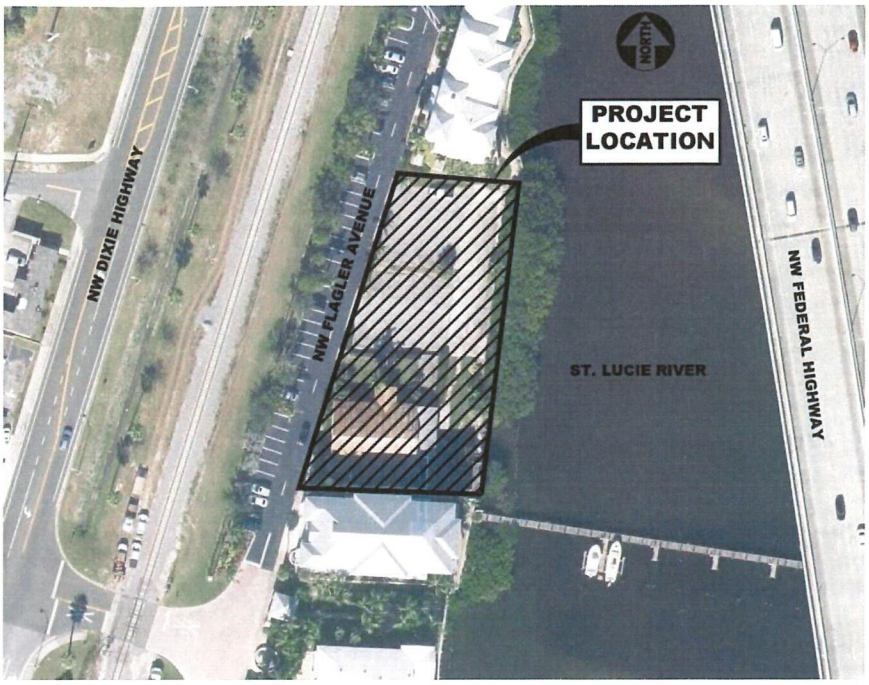
Drawn By DMS
Checked By MM
Scale
Drawing Date 12/7/2020
3/11/2021 revised per comments

L-2 of 2

Sportfish Marina Resort

304 NW Flagler Avenue, Stuart FL 34994

Project No. 1992



Drainage Statement:

Currently, the site consists of an abandoned building and accompanying parking lot. There are no South Florida Water Management District Permits applicable to the site. Proposed Water Quality for the site will be provided in exfiltration trenches that will be installed under the parking areas in accordance with City of Stuart Land Development Code Section 3.01.03.F.11. Storm water discharge will drain to the exfiltration system / control structure in the lower level and ultimately into the adjacent St. Lucie River, as it currently discharges. The exfiltration system will treat and store 0.24 Ac-Ft (380 lf) prior to discharging into the St. Lucie River. The required water quality treatment into the St. Lucie River is 0.08 Ac-Ft.

PREPARED BY:

Joseph Capra, P.E. #37638
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, Florida 34994
(772) 692-4344
EB-0007657

December 2020

JOSEPH W. CAPRA
LICENSE
PE 37638
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

12/10/20

Site Data

Calculate Basin Area		
Total Site Area	=	*0.63 Ac.*
Wetland Area	=	*0.00 Ac.*
Non Contributing Site Area	=	*0.00 Ac.*
Total Proposed Developed Basin Area	=	*0.63 Ac.*
Calculate Impervious Area		
Building	=	*0.46 Ac.*
Other Impervious Areas	=	*0.03 Ac.*
Total Impervious Area	=	*0.49 Ac.*
Total Pervious Area	=	*0.14 Ac.*

Calculate CN

The proposed DCIA area	=	*0.00 Ac.*
Remaining Site Area	=	*0.63 Ac.*

Water Quality Storage

South Florida Water Management District

1.) Required Water Quality Treatment Volume

a) First inch of runoff
Va = 0.63 * 1 In. * (1 Ft./12 In.) = ***0.05 Ac.-Ft.***

b) Runoff from 2.5 * % net impervious
Runoff = 2.5 * (Impervious Area)/(Basin-Bldg. Area-Lake Area)
= 2.5 * (0.03 / (0.63 - 0.46)) = ***0.4610 In.***
Vb (sfwmd) = (0.63) * 0.46 * (1 Ft./12 In.) = ***0.0200 In.***

c) Since Vb (sfwmd) > Va the water quality volume required = ***0.05 Ac.-Ft.***

d) Discharge is to the St. Lucie River, the required Volume (150%) = ***0.08 Ac.-Ft.***

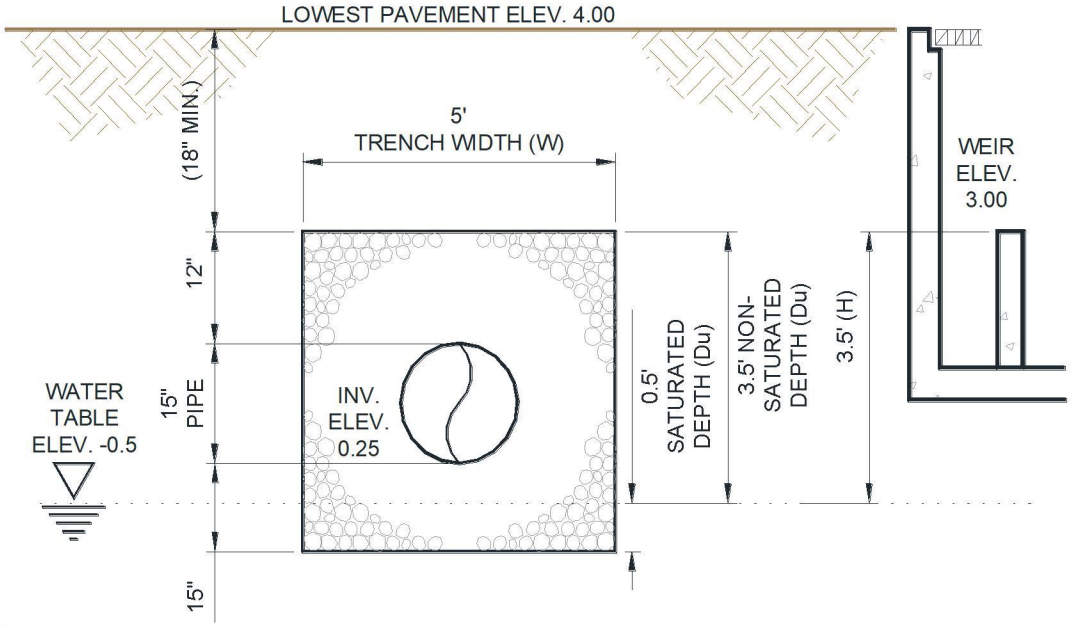
2.) Provided Water Quality Treatment Volume

Wet Retention (Exfiltration) * = ***0.24 Ac.-Ft.*** 100% Required = ***0.24 Ac.-Ft.***

Total Provided: ***0.24 Ac.-Ft.***

Exfiltration Design

a) ** $V = L * (k * (H*W + 2*H*D_U - D_U*D_U + 2*H*D_S) + (0.000139*W*D_U)) / FS$



Where:

V = Volume (Ac.-In.)		
FS = Factor of Safety	=	***2.00***
L = Length of Exfiltration (FT.)	=	***380.00 Ft.***
k = Hydraulic Conductivity (cfs/Ft^2-Ft-Hd) *	=	***1.50E-04***
H = Water Table Depth	=	***3.50 Ft.***
W = Width of Trench	=	***5.00 Ft.***
D_U = Unsaturated Depth	=	***3.50 Ft.***
D_S = Saturated Depth	=	***0.50 Ft.***

V = 380 * (0.000150 * (3.5*5 + 2*3.5*3.5 - 3.5^2 + 2*3.5*0.5) + (0.000139*5*3.5)) = ***2.82 Ac.-In.***

Exfiltration Trench Volume Provided: = ***2.82 Ac.-In.***

= ***0.24 Ac.-Ft.***

* Note: Hydraulic Conductivity value taken from neighboring property.

SPORTFISH MARINA RESORT

Project No. 1992

CITY OF STUART, FLORIDA

TRAFFIC STATEMENT

Prepared for:

Stuart

By

CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB-0007657

CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
STUART, FLORIDA 34994
(772) 692-4344 OFFICE
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ARTHUR DYLAN O'BERRY
LICENSE
No. 88512
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

December 9, 2020

A. DYLAN O'BERRY, P.E.
FLORIDA P.E. # 88512
12/9/2020

Traffic Statement

Introduction

The **Sportfish Marina Resort** project is located at 304 NW Flagler Avenue located within the City of Stuart in Martin County, Florida. CAPTEC Engineering, Inc. CAPTEC Engineering, Inc., has prepared this traffic statement to determine the impact associated with this project. The **37-Room Resort** will primarily be used as a luxury style resort. The preliminary plans depict three levels of resort hotel and two levels of parking garage.

Trip Generation

The AM peak-hour and PM peak hour trips for this site were derived from the Institute of Transportation Engineers (ITE) Trip Generation 10th Edition Manual (ITE Land Use Code 330). The **Sportfish Marina Resort** is expected to generate the following peak hour trips:

AM Peak Hour of Adjacent Street

Calculated Trip Ends:
Average Rate: 12 (Total), 9 (Entry), 3 (Exit)
Fitted Curve: Not Available

PM Peak Hour of Adjacent Street

Calculated Trip Ends:
Average Rate: 15 (Total), 6 (Entry), 9 (Exit)
Fitted Curve: Not Available

Results

The adjacent roadway, NW Flagler Avenue, ultimately lets out onto NW Dixie Highway. The current condition of NW Dixie Highway is Level of Service "C". The peak hour service capacity is 750 with a current PM Peak Volume of 235. The greatest peak hour peak direction impact is **1.20% (9/750)** which is below the 5.00% threshold set forth by the City of Stuart Land Development Code 4.05.02.

Conclusion

This report has found that the proposed project provides sufficient traffic facilities which satisfy the requirements for LOS, volumes, impacts, traffic study and circulation analysis set forth by the City Code and requests traffic concurrency be issued for the project.

Appendix

Land Use: 330
Resort Hotel

Description

A resort hotel is similar to a hotel (Land Use 310) in that it provides sleeping accommodations, restaurants, cocktail lounges, retail shops, and guest services. The primary difference is that a resort hotel caters to the tourist and vacation industry, often providing a wide variety of recreational facilities/programs (golf courses, tennis courts, beach access, or other amenities) rather than convention and meeting business. Hotel (Land Use 310), all suites hotel (Land Use 311), business hotel (Land Use 312), and motel (Land Use 320) are related uses.

Additional Data

Nine studies provided information on room occupancy at the time of data collection. The average occupancy rate for these sites was approximately 88 percent.

Some properties contained in this land use provide guest transportation services such as airport shuttles, limousine service, or golf course shuttle service, which may have an impact on the overall trip generation rates.

The sites were surveyed in the 1980s and the 1990s in California, Florida, and South Carolina.

For all lodging uses, it is important to collect data on occupied rooms as well as total rooms in order to accurately predict trip generation characteristics for the site.

Source Numbers

270, 381, 436

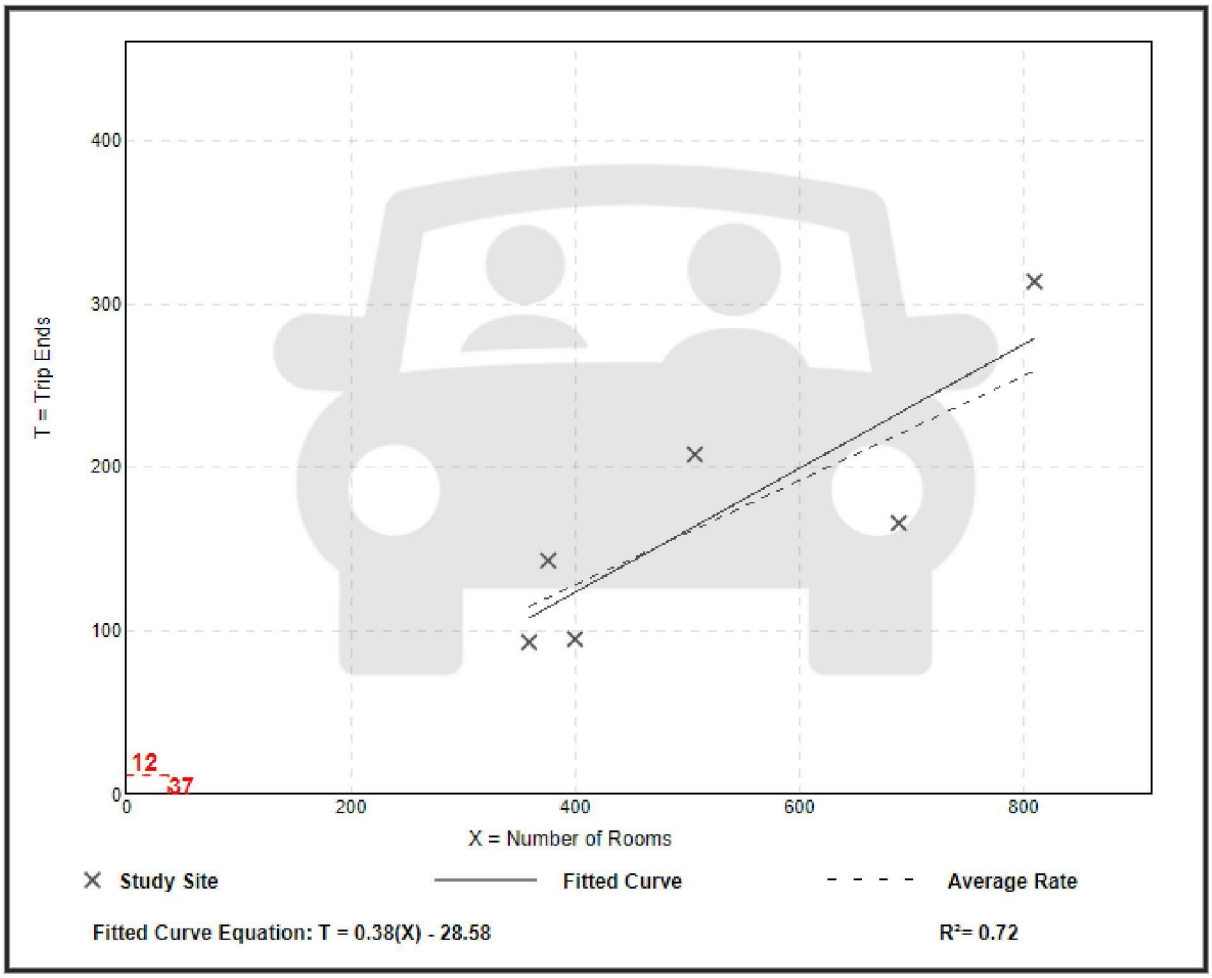
Resort Hotel
(330)

Vehicle Trip Ends vs:	**Rooms**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	6
Avg. Num. of Rooms:	524
Directional Distribution:	72% entering, 28% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.32	0.24 - 0.41	0.08

Data Plot and Equation



Trip Gen Manual, 10th Edition ● Institute of Transportation Engineers

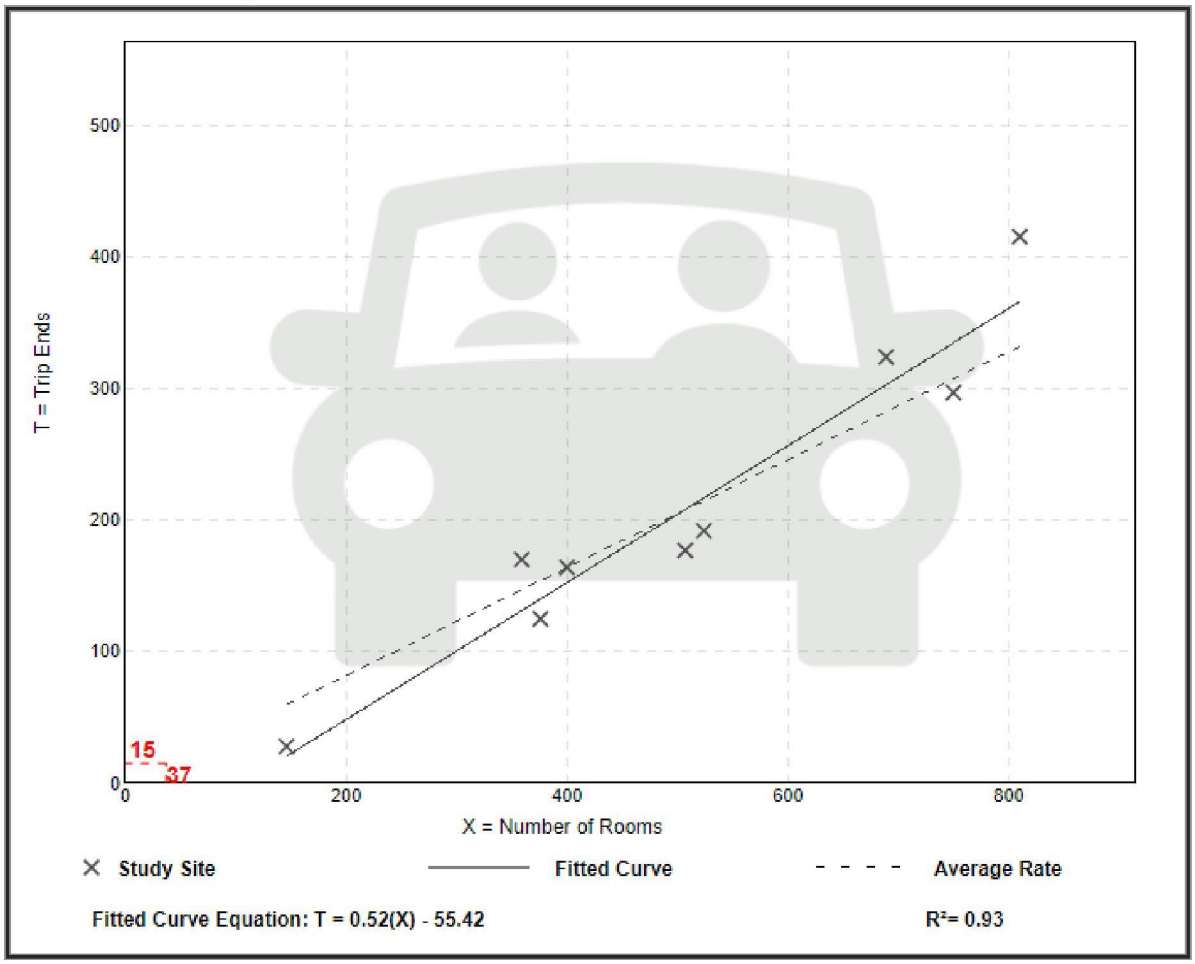
Resort Hotel
(330)

Vehicle Trip Ends vs:	**Rooms**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	9
Avg. Num. of Rooms:	507
Directional Distribution:	43% entering, 57% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.41	0.19 - 0.51	0.08

Data Plot and Equation



Trip Gen Manual, 10th Edition ● Institute of Transportation Engineers

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
Baker Rd	SR-5	CR-723	Class II: 2-Ln Undivided	750	5,349	243	C	1.8%
Berry Ave	Golden Bear Wy	CR-714	Class II: 2-Ln Undivided	750	3,487	177	C	1.3%
Berry Ave	CR-714	Sunset Tr	Class II: 2-Ln Undivided	750	1,809	97	C	0.5%
Britt Rd	Pine Lake Dr	SR-5	Class II: 2-Ln Undivided	750	4,565	212	C	0.6%
Citrus Blvd.	CR-714 (Martin Hwy)	Port St. Lucie Blvd.	Transitional 2-Ln Uninter /Undivided Flow	1200	5,391	469	C	7.0%
Commerce Ave	Salerno Rd	Monroe St	Class II: 2-Ln Undivided	750	6,156	393	D	3.1%
Commerce Ave	Monroe St	Indian St	Class II: 2-Ln Undivided	750	6,704	366	C	0.7%
Country Club Dr	Palm Beach County	Island Way	Class II: 2-Ln Undivided	750	2,827	134	C	0.5%
Country Club Dr	Island Way	Little Club Dr	Class II: 2-Ln Undivided	750	3,512	159	C	1.9%
County Line Rd	Little Club Dr	SR-5	Class II: 2-Ln Undivided	750	2,703	124	C	2.9%
Cove Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	13,855	749	C	1.5%
Cove Rd	Willoughby Blvd	SR-5	Class I: 2-Ln Undivided	880	15,446	699	C	0.9%
Cove Rd	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	13,161	586	D	2.5%
Cove Rd	CR-A1A	End	2-Ln Undivided Non-State	675	5,739	322	C	1.7%
CR-609 (Allapattah Rd)	SR-710	CR-714	Uninterrupted Rural Hwy: 2-Ln Undivided	740	1,892	109	A/B	3.5%
CR-609 (Allapattah Rd)	CR-714	St Lucie County	Uninterrupted Rural Hwy: 2-Ln Undivided	740	1,786	88	A/B	2.9%
CR-707 (Beach Rd)	Palm Beach County	CR-708	2-Ln Undivided Non-State	675	1,782	116	C	1.4%
CR-707 (Dixie Hwy)	CR-723/CR-707	CR-707 (Indian River Dr)	Class II: 2-Ln Undivided	750	5,383	235	C	0.8%
CR-707 (Indian River Dr)	CR-707 (Dixie Hwy)	CR-707A (Jensen Beach Blvd.)	2-Ln Undivided Non-State	675	10,521	601	D	0.5%
CR-707 (Indian River Dr)	CR-707A	SR-732	Class II: 2-Ln Undivided	750	6,007	336	C	8.0%
CR-707 (Indian River Dr)	SR-732	St. Lucie County	2-Ln Undivided Non-State	675	6,615	351	D	8.0%

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

CAPTEC Engineering, Inc.
Civil Engineering Professionals

SPORTFISH MARINA RESORT

UTILITY STATEMENT

The proposed site is located within the City of Stuart Utility Department service area at 304 NW Flagler Avenue. Potable water supply for domestic water, fire service, and dock service will be provided by connection to the existing water main within the NW Flagler Avenue right-of-way. The sanitary sewer service will be via connection to the 8" line within NW Flagler Avenue.

JOSEPH W. CAPRA
LICENSE
PE 37638
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

12/10/20

301 N.W. Flagler Avenue • Stuart, FL 34994 • 772-692-4344 • Fax: 772-692-4341
E-mail: captecinfo@gocaptec.com

BOUNDARY & TOPOGRAPHIC SURVEY FOR WEITZEL OZ LLC

GRAPHIC SCALE

20 0 20 40

(IN FEET)
Intended display scale:
1 inch = 20 feet

LEGAL DESCRIPTION

LOTS 1, 2, AND 3, BLOCK 19, RIVERSIDE PARK, ACCORDING TO THE PLAT THEREOF FILED MARCH 26, 1925, RECORDED IN PLAT BOOK 4, PAGE 98, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, TOGETHER WITH THE NORTHERLY ONE-HALF AND THE SOUTHERLY ONE-HALF OF THE ABANDONED STREET FORMERLY KNOWN AS THE EASTERLY EXTENSION OF HIBISCUS AVENUE, LOCATED BETWEEN LOT 4, BLOCK 18, AND LOT 1, BLOCK 19, OF THE AFORESAID PLAT OF RIVERSIDE PARK.

SITUATE IN THE COUNTY OF MARTIN, STATE OF FLORIDA.

SURVEYOR'S NOTES

1. THE EXPECTED USE OF THIS SURVEY IS FOR DUE DILIGENCE PURPOSES.
2. ALL MEASUREMENTS SHOWN HEREON ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD AND ARE IN FEET.
3. ADDITIONS OR DELETIONS TO THE SURVEY MAP AND/OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AND RENDERS THE SURVEY INVALID.
4. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF THE SURVEYOR HEREON.
5. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THIS SURVEY MEETS OR EXCEEDS APPLICABLE ACCURACY REQUIREMENTS AND IS PREPARED ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA ADMINISTRATIVE CHAPTER 5J-17 AS CODE, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYOR AND MAPPERS.
7. THERE WAS NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES, EXCEPT AS SHOWN.
8. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
9. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

FLOOD HAZARD MAP INFORMATION:

10. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), BY GRAPHIC PLOTTING ONLY, INDICATES SAID PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION OF "AE" WITH 6 BASE FLOOD ELEVATION AND ZONE "X" ON FLOOD RATE MAP NO. 12085C0134H, WITH A REVISION DATE OF FEBRUARY 19, 2020 AS SHOWN.
11. DATE OF LAST FIELD SURVEY: NOVEMBER 11, 2020.
12. THIS SURVEY IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN ON THE SCALE BAR.
13. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 2011, FLORIDA STATE PLANE EAST ZONE AND THE SOUTH LINE OF LOT 3, BLOCK 19, RIVERSIDE PARK AND IS ASSUMED TO BEAR S01°18'51"E(ASI). THIMBLE "ARS" WAS USED AS HORIZONTAL CONTROL WITH GPS RTK WITH REDUNDANT MEASUREMENTS. HORIZONTAL ACCURACY IS 0.10 FOOT, PLUS OR MINUS.
14. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS ESTABLISHED BY MARTIN COUNTY BENCHMARK "D-3" WITH A PUBLISHED ELEVATION OF 6.24. ELEVATIONS DEPICTED ON THIS SURVEY WERE OBTAINED USING REAL TIME KINEMATIC (RTK) GPS METHODS WITH AN EXPECTED ACCURACY OF +/- 0.2'.
15. EDGE OF MANGROVES WAS DETERMINED FROM MARTIN COUNTY AERIAL PHOTOGRAPHY.
16. TITLE EXCEPTIONS INFORMATION UTILIZED FOR THIS SURVEY WAS PROVIDED BY WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE SEPTEMBER 14,2020.
17. MEAN HIGH WATER LINE SHOWN IS BASED ON A PREVIOUS MEAN HIGH WATER LINE SURVEY PREPARED BY THIS FIRM IN 2014.

LEGEND

BM	= BENCHMARK
CB	= CATCH BASIN
C.B.S.	= CONCRETE BLOCK ON SLAB
CONC.	= CONCRETE
DMH	= DRAINAGE MANHOLE
EL.	= ELEVATION
F.F.E.	= FINISHED FLOOR ELEVATION
FND	= FOUND
H.D.P.E.	= HIGH DENSITY POLYETHYLENE PIPE
INV.	= INVERT
IRR.	= IRRIGATION
LB	= LICENSED SURVEYING BUSINESS
(M)	= FIELD MEASUREMENT
NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988
(M)	
O.R.B.	= OFFICIAL RECORD'S BOOK
PK	= PARKER/KAYLON (BRAND OF NAIL)
PVC	= POLYVINYLCHLORIDE PIPE
R.C.P.	= REINFORCED CONCRETE PIPE
(P)	= PLAT MEASUREMENT
X 14.2	= EXISTING ELEVATION
(xxxxx)	= POINT NUMBER REPRESENTING A
(xxxxx)	COORDINATE PAIR
	= BENCHMARK (AS LABELED)
	= BORE HOLE
	= DRAINAGE MAN HOLE
	= SANITARY MAN HOLE
	= WATER VALVE
——elc——	= BURIED ELECTRIC LINE
——tv——	= BURIED TELEVISION LINE

TITLE COMMITMENT SCHEDULE B, PART II EXCEPTIONS REPORT

EXCEPTION NUMBER	RECORDING INFO.	AFFECTS PROPERTY	PLOTTABLE	BLANKET IN NATURE	SURVEY SHEET NO.	NOTES
9	PLAT BOOK 4, PAGE 98	YES	YES	YES	1	
10	O.R.B. 1196, PAGE 1689	YES	YES	NO	1	QUIT CLAIM FOR RIGHT-OF-WAY
11	O.R.B. 2272, PAGE 2474	YES	YES	NO	1	AGREEMENT TO PERMIT ENCROACHMENT AND EASEMENT
12	O.R.B. 2272, PAGE 2479	YES	YES	NO	1	AGREEMENT TO PERMIT ENCROACHMENT INTO RIPARIAN RIGHTS
13	O.R.B. 2701, PAGE 339 & O.R.B. 2702, PAGE 478	YES	YES	NO	1	CONSERVATION EASMENT

SURVEYOR'S CERTIFICATION

(THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF GREGORY S. FLEMING, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.)

I HEREBY CERTIFY THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE

NORTHSTAR GEOMATICS, INC.

DATE

GREGORY S. FLEMING
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 4350

NORTHSTAR GEOMATICS
617 NW BAKER ROAD, STUART, FLORIDA 34994
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

DATE	REVISIONS

DATE 11/12/2020
SCALE 1"=20'
FIELD BK 118
DWING BY JMY
CHECKED BY GSF

BOUNDARY AND TPOGRAPHIC SURVEY FOR WEITZEL OZ LLC

RIVERSIDE PARK SUBDIVISION
STUART, FLORIDA

SHEET NO. 1
OF 4 SHEETS
PROJECT NO. 14-040.3

LEGEND

BM	= BENCHMARK
CB	= CATCH BASIN
C.B.S.	= CONCRETE BLOCK ON SLAB
CONC.	= CONCRETE
DMH	= DRAINAGE MANHOLE
EL.	= ELEVATION
F.F.E.	= FINISHED FLOOR ELEVATION
FND	= FOUND
H.D.P.E.	= HIGH DENSITY POLYETHYLENE PIPE
INV.	= INVERT
IRR.	= IRRIGATION
LB	= LICENSED SURVEYING BUSINESS
(M)	= FIELD MEASUREMENT
NAVD88 (M)	= NORTH AMERICAN VERTICAL DATUM OF 1988
O.R.B.	= OFFICIAL RECORDS BOOK
PK	= PARKERWAYLON (BRAND OF NAIL)
PVC	= POLYVINYLCHLORIDE PIPE
R.C.P.	= REINFORCED CONCRETE PIPE
(P)	= PLAT MEASUREMENT
X.14.2	= EXISTING ELEVATION
(xxxxx)	= POINT NUMBER REPRESENTING A
(xxxxx)	COORDINATE PAIR
	= BENCHMARK (AS LABELED)
	= BORE HOLE
	= DRAINAGE MAN HOLE
	= SANITARY MAN HOLE
	= WATER VALVE
——E.E.C.——	= BURIED ELECTRIC LINE
——TV——	= BURIED TELEVISION LINE

MATCH LINE "B" - SEE SHEET 3

ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TOPOGRAPHIC SURVEY

NORTHSTAR GEOMATICS
617 NW BAKER ROAD, STUART, FLORIDA 34994
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

DATE	REVISIONS

DATE 11/12/2020
SCALE 1"=10'
FIELD BK 118
DWNG BY JMY
CHECKED BY GSF

BOUNDARY AND TPOGRAPHIC SURVEY FOR WEITZEL OZ LLC

RIVERSIDE PARK SUBDIVISION
STUART, FLORIDA

SHEET NO. 2
OF 4 SHEETS
PROJECT NO. 14-040.3

LEGEND

BM	= BENCHMARK
CB	= CATCH BASIN
C.B.S.	= CONCRETE BLOCK ON SLAB
CONC.	= CONCRETE
DMH	= DRAINAGE MANHOLE
EL.	= ELEVATION
F.F.E.	= FINISHED FLOOR ELEVATION
FND	= FOUND
H.D.P.E.	= HIGH DENSITY POLYETHYLENE PIPE
INV.	= INVERT
IRR.	= IRRIGATION
LB	= LICENSED SURVEYING BUSINESS
(M)	= FIELD MEASUREMENT
NAVD88 (M)	= NORTH AMERICAN VERTICAL DATUM OF 1988
O.R.B.	= OFFICIAL RECORDS BOOK
PK	= PARKERWAYLON (BRAND OF NAIL)
PVC	= POLYVINYLCHLORIDE PIPE
R.C.P.	= REINFORCED CONCRETE PIPE
(P)	= PLAT MEASUREMENT
X 14.2	= EXISTING ELEVATION
(xxxxx) (xxxxx)	= POINT NUMBER REPRESENTING A COORDINATE PAIR
	= BENCHMARK (AS LABELED)
	= BORE HOLE
	= DRAINAGE MAN HOLE
	= SANITARY MAN HOLE
	= WATER VALVE
——elec——	= BURIED ELECTRIC LINE
——tv——	= BURIED TELEVISION LINE

ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

TOPOGRAPHIC SURVEY

NORTHSTAR GEOMATICS
617 NW BAKER ROAD, STUART, FLORIDA 34994
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

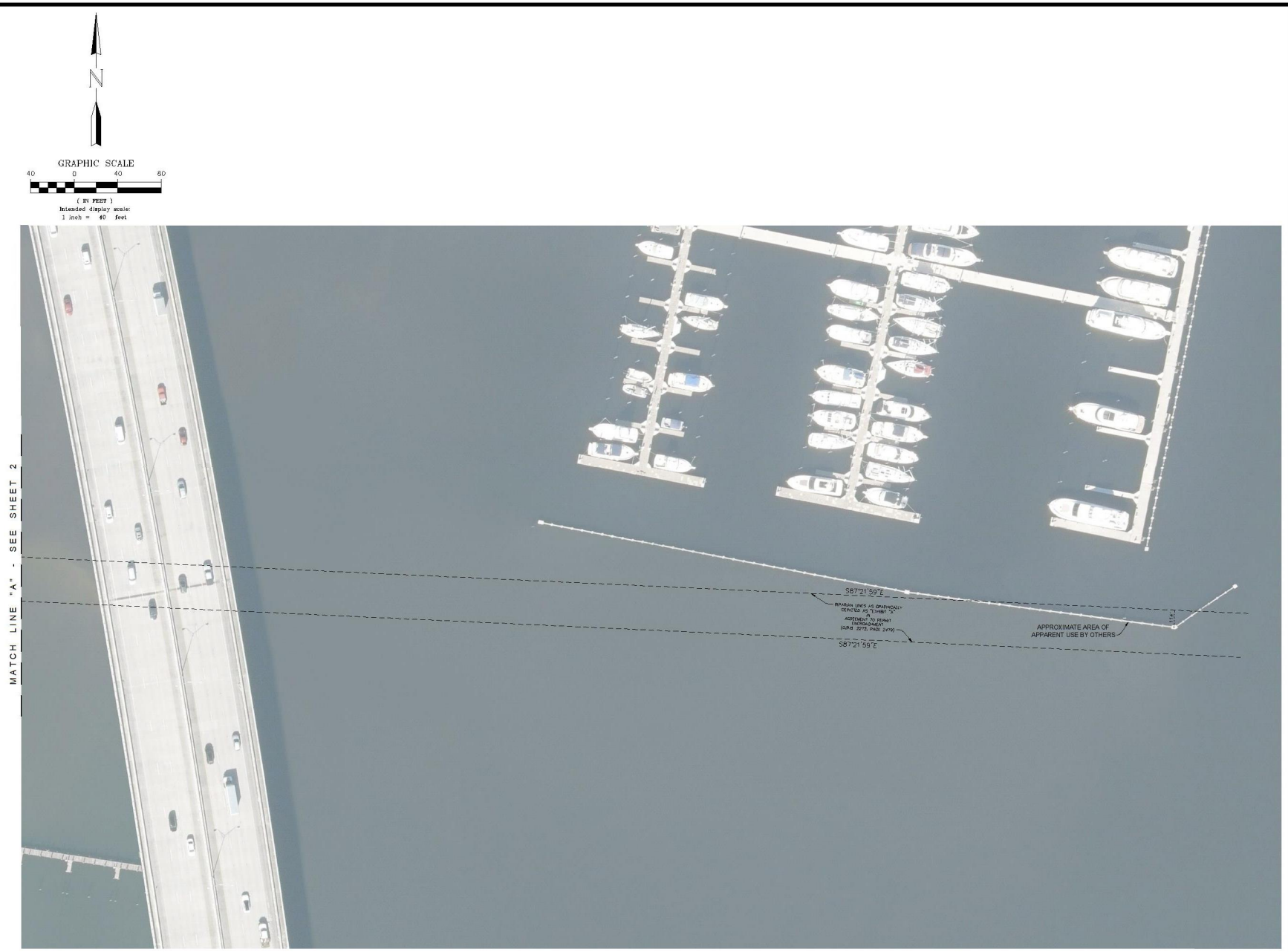
DATE	REVISIONS

DATE 11/12/2020
SCALE 1"=40'
FIELD BK 118
DWING BY JMY
CHECKED BY GSF

BOUNDARY AND TPOGRAPHIC SURVEY FOR WEITZEL OZ LLC

RIVERSIDE PARK SUBDIVISION
STUART, FLORIDA

SHEET NO. 3
OF 4 SHEETS
PROJECT NO. 14-040.3



RIPARIAN LINE EXHIBIT

NORTHSTAR GEOMATICS
617 NW BAKER ROAD, STUART, FLORIDA 34994
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

DATE	REVISIONS

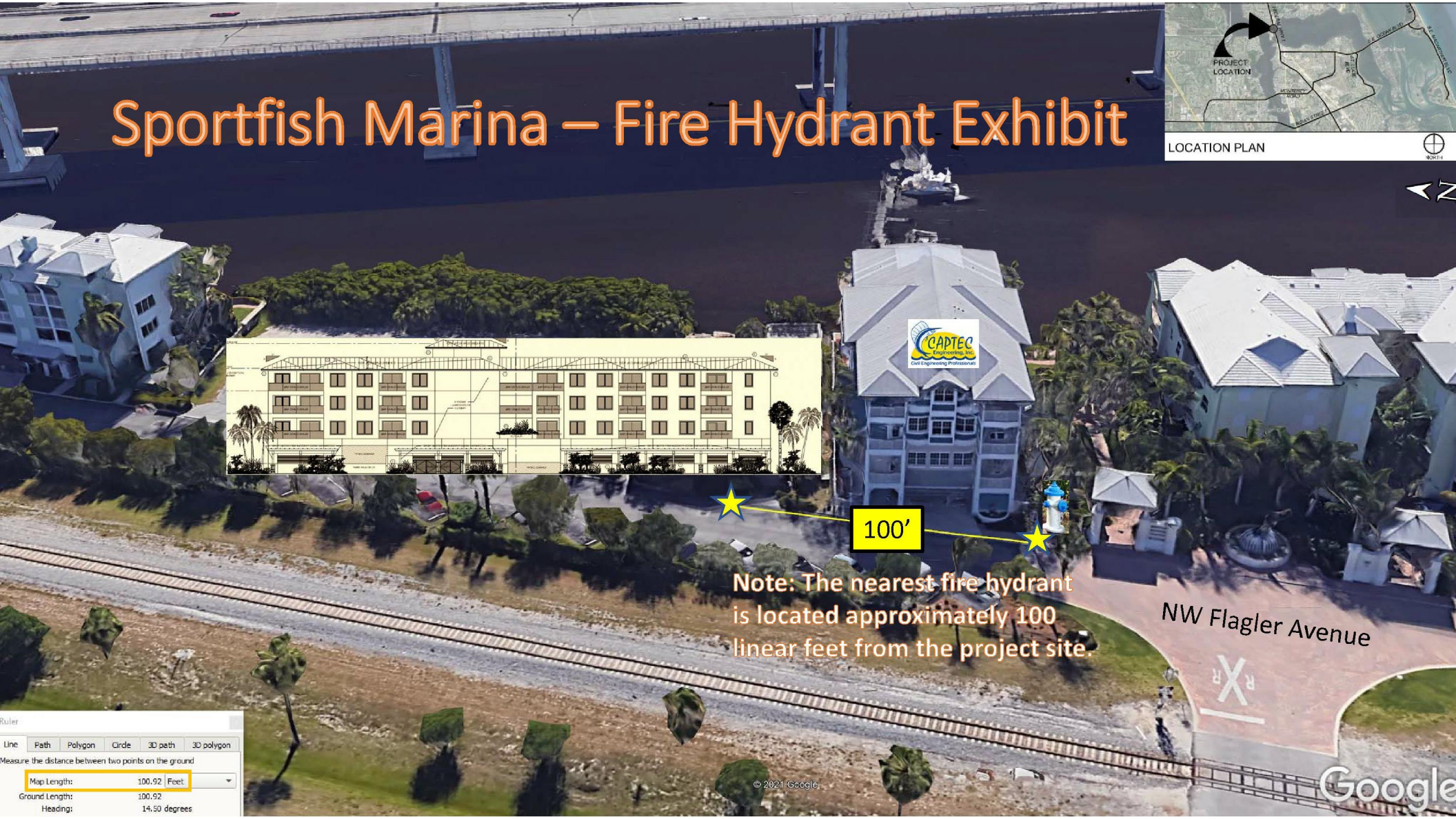
DATE 11/12/2020
SCALE 1"=40'
FIELD BK 118
DWNG BY JMY
CHECKED BY GSF

BOUNDARY AND TPOGRAPHIC SURVEY FOR
WEITZEL OZ LLC

RIVERSIDE PARK SUBDIVISION
STUART, FLORIDA

SHEET NO. 4
OF 4 SHEETS
PROJECT NO.
14-040.3

Sportfish Marina – Fire Hydrant Exhibit



City of Stuart

Staff Report

A. Application

Project

Applicant	Ted Weitzel, Weitzel OZ LLC
Property Owner	LBS Power Holdings LLC
Agent for Applicant	McCarty & Associates Land Planning & Design LLC
Project Manager	Mike McCarty
Date of Report	April 16, 2021

B. Project Description

The intent of this application is a rezoning to an Urban Planned Unit Development from the existing zoning of Urban Waterfront. The property is located within the Community Redevelopment Area.

The proposed use of the site is for a three-story boutique hotel above two parking decks (partially below FFE). The Hotel proposes 25 single-bed rooms and 12 bedroom two-bed rooms, for a total of 37 rooms. The Marina proposes 49 slips and will require a submerged land lease from the DEP.

Parking requirement (3.01.03):
Hotel:37 rooms (1 per room) = 37 spaces
Hotel: Employees (2 per 3 employees) = 2 spaces
Marina: 49 slips (1 per 4 slips) = 12 spaces
Total: 51 spaces

The proposed development will provide 55 parking stalls within its parking decks, exceeding code requirement.

The property extends to the waterfront of the St. Lucie and adjacent to the Harborage residential condominiums to the north and a commercial building to the south. The shoreline has an existing and established mangrove growth that will be preserved and protected during construction activities.

A publicly accessible 8ft paver pathway will extend along the length of the property on its waterside and allow connection to the north and south.

The height of the building is proposed to comply with the maximum allowed to the eaves of 45 ft above lowest permissible finished floor level.

The request for departure from Land Development Code relates solely to allow parking within the building envelope.

3.01.04. - Architectural standards and regulations. K. Elevated buildings. Permitted in all urban subdistricts. Parking is prohibited beneath an elevated building.

C. Location and site information

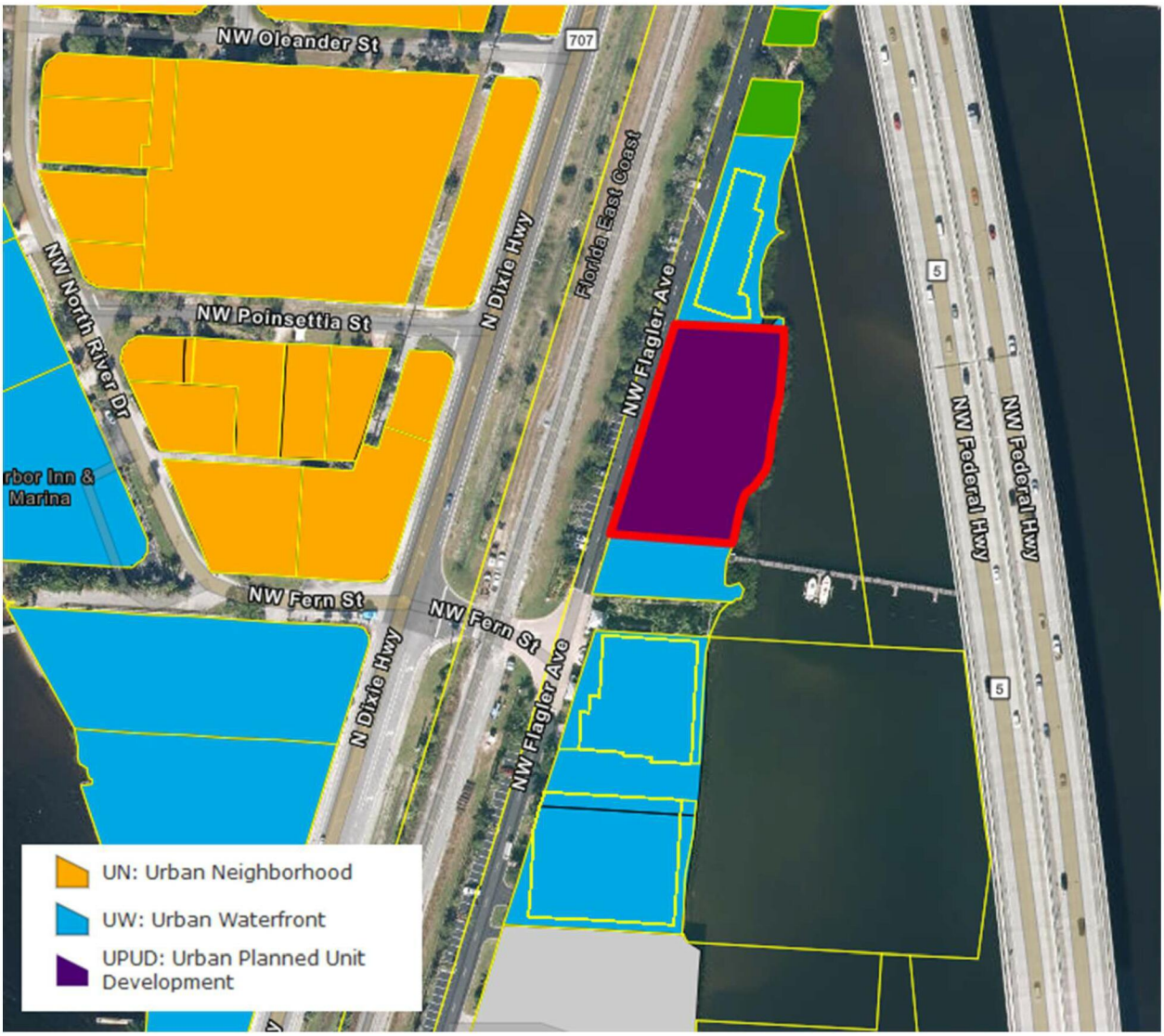
Address	304 Flagler Ave
Parcel Number(s)	32-37-41-004-019-00010-3
Existing Zoning	Urban Waterfront
Future Land Use	Marine Industrial
Site Area (acres)	0.73 Acres
Present Use	Commercial Office
Proposed Land Use Designation	Marine Industrial – No Change
Proposed Zoning District	UPUD
Proposed Use	Hotel
City Approvals	**BUILDING**– No comments. **FIRE** - All work shall conform with the 7th edition of the Florida Fire Prevention Code. NFPA 1, 1.14.4 Review and approval by the AHJ shall not relieve the applicant of the responsibility of compliance with this Code. **SANITATION**- As discussed with the site Architect. The proposed dumpster enclosure must have the ability to accommodate the following: 2-4CY Garbage receptacles, 2-4CY Cardboard receptacles, multiple co-mingled recycling carts. This will allow for the desired roll-out receptacles for servicing. **POLICE** – No comments.
Staff Recommendation	The proposal has been reviewed against the City's Comprehensive Plan and Land Development Code and is determined to be in compliance excepting the requested departure to allow parking within the building envelope.

Aerial Map

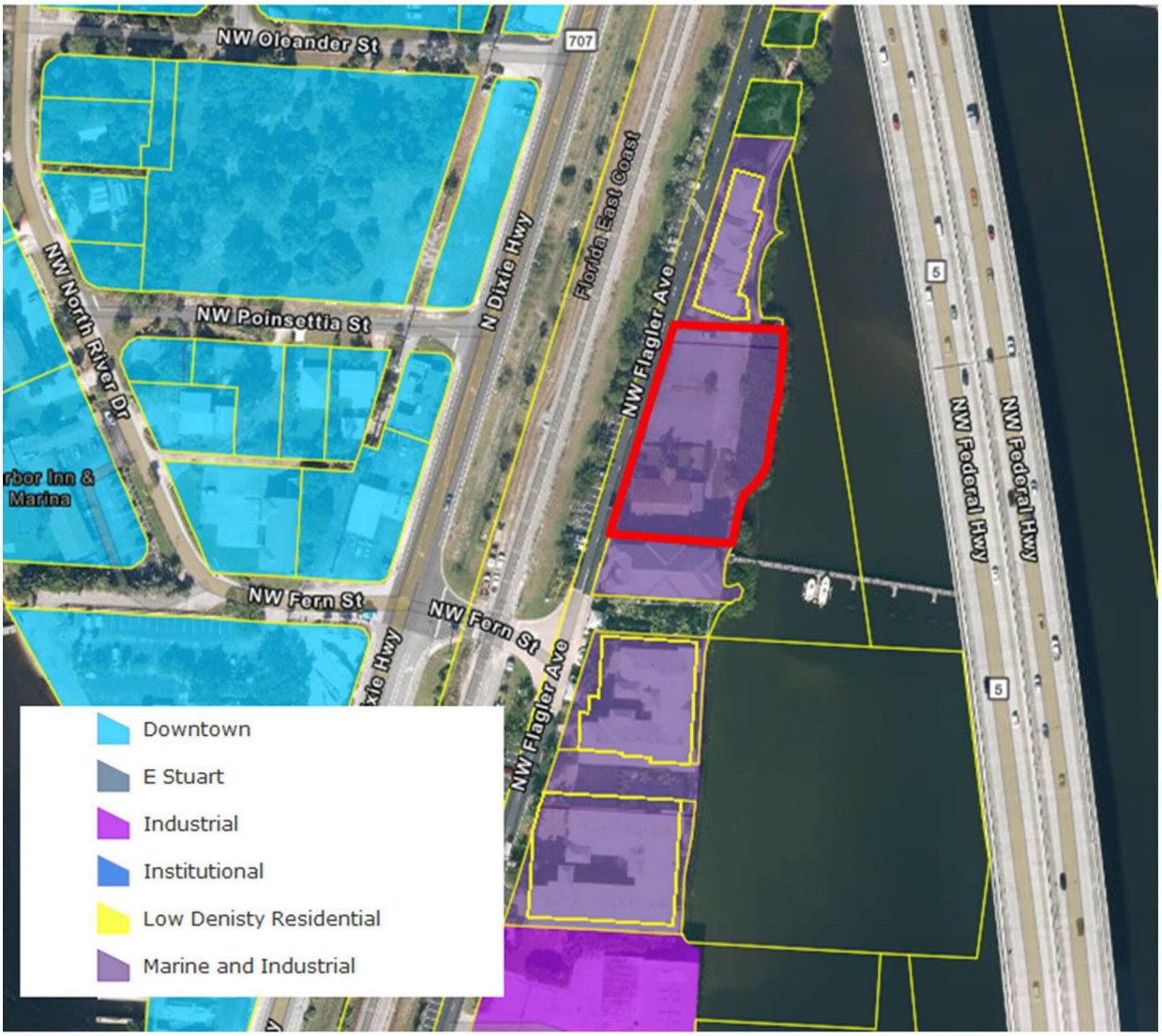
NW Oleander St
707
NW North River Dr
NW Poinsettia St
N Dixie Hwy
Florida East Coast
NW Flagier Ave
5
NW Federal Hwy
NW Federal Hwy
Marina
NW Fern St
NW Fern St
N Dixie Hwy
NW Flagier Ave
5

Existing Zoning

Proposed Zoning



Existing Future Land Use



D. Determination of compliance with Comp Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Future Land Use

Marine/Industrial: Waterfront district which permits continuation of industrial/marine uses while encouraging mixed use development including multi-family residential; commercial; office; lodging; marinas; and civic uses. Also, public facilities and electric distribution substations are allowed

Objective 1.B1. - Compact urban form.

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

Policy 1.B1.1. The City shall continue to market itself as a hub for commercial, social, and institutional governmental activities in Martin County. Provide for commercial opportunities within Stuart beyond the historical conditions in order to provide alternatives to urban sprawl.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles including natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Policy 1.B3.10. All commercial buildings shall be designed to maintain and enhance the attractiveness of the streetscape and promote the architectural heritage of the City. Buildings shall include architectural features and patterns that provide visual interest from the perspective of the pedestrian, reduce building massing and recognize local character. Facades shall be designed to reduce the mass or scale and uniform monolithic appearance of large unadorned walls while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale. The building's mass shall be varied in height and width so that it appears to be divided into distinct massing elements and details that can be perceived at the scale of the pedestrian. Corner lots at an intersection of two or more arterial or collector roads shall be designed with additional architectural embellishments, such as corner towers or other design features, to emphasize their location as gateways and transition points within the community.

GOAL STATEMENT 1.C. The future land use goal for the Community Redevelopment Area (CRA) is to maintain and strengthen the beauty, economic viability, cultural resources and social

importance of the area. This shall be accomplished through mixed-use zoning, preservation of historic buildings, innovative zoning and land use regulations, demolition, reconstruction or substantial renovation of existing buildings and infrastructure, enhancement of marine resources, and other measures to promote urban redevelopment.

Objective 1.C3. - Urban redevelopment.

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

A. Maintaining or increasing the amount of development and redevelopment.

B. Maintaining or increasing the percentage of County-wide employment located in the URA and CRA and the City of Stuart as a whole.

C. Reducing blight conditions as defined by F.S. § 163.340(8)(a) and (b).

D. Achieving and maintaining a 90 percent occupancy rate of commercial and office spaces.

E. Enhancing the City's marine resources.

F. Promote multi-modal pedestrian mobility throughout the CRA.

Objective 9.A7. - Public access. The City shall continue to provide public access to the river through prioritization of water-dependent and water-related uses along the river, through criteria for marina siting and through provision of incentives to developers to provide public access, including river-walks.

Policy 9.A7.3. Increase public access to waterfront views and fishing opportunities by developing riverwalks and piers as land and funding become available and encourage private provision of riverwalks.

Policy 9.A8.3: Preferred locations for new boat facilities in Martin County are sites that are located in the Manatee Pocket and downtown area of the City of Stuart on the north and south sides of the Roosevelt Bridge and encompassing sites east and west of US, and identified and depicted in the BFSP. The BFSP supports the expansion and redevelopment of marine industries in these defined areas.

Policy 9.A8.4: The City of Stuart will encourage land uses and site plans at preferred locations that enhance access to the coastal waterway and maximize the number of wet slips and dry storage racks at a given facility.

E. Review Comments

1. Documents and Plans Reviewed (Exhibit D)

a. Site Plan Set: McCarty & Associates 12-07-2020
b. Architectural Plan Set: Brent A. Wood Architecture LLC 3-11-2021
c. Landscape Plan Set: McCarty & Associates 3-11-2021
d. Drainage Statement: Captec Engineering Inc: 12-10-2020
e. Traffic Statement: Captec Engineering 12-09-2020
f. Utility Statement: Captec Engineering 12-09-2020
g. Boundary and Topographic Survey: Northstar Geomatics 11-12-2020
h. Fire Hydrant Exhibit - 2021

2. Zoning and Site Design

The proposal is located within the Community Redevelopment Area.

The designation of an Urban planned unit development is permitted within the Community Redevelopment Area.

2.07.00 I. Urban planned unit development (UPUD) districts.

a. Location. A UPUD may be located only within the defined community redevelopment area of the city.

The proposed building consists of three habitable floors, being used as a Boutique Hotel, standing above two decks of parking. The height of the building to the eaves is maintained below the allowable 45ft above the lowest permissible finished first floor elevation. Which is compatible to the existing buildings adjacent to the site.

Parking within a building envelope is permitted subject to recommendation of the Community Redevelopment Board and City Commission.

Please refer to the attached zoning review checklist.

The Urban District code provides in 3.01.08 that public art (or contribution) will be required to be approved by the Community Redevelopment Board prior to issuance of building permit:

> *1. Provide work of art on the development site provided the work is an original and must be created individually by a professional artist or team of artists. Bronze sculptures in limited editions of not more than 50 in all sizes and materials by a single artist are allowed. The value of the work of art shall not be less than one percent of the vertical construction cost of the development. The nature of the work of art shall be proposed by the developer and shall be submitted to the city's community redevelopment board which shall review the*

proposal for conformity with the public art standards set forth below. An approved work of art shall be incorporated into the site plan, public lobby floor plan or the landscape plan for the development as part thereof.

2. Contribute an amount equal to or greater than one percent of the vertical construction cost in lieu of providing a work of art, a developer may pay the sum of one percent of the vertical construction cost into the public art trust fund described below. Such payment shall be made prior to issuance of a building permit for any portion of the development.

3. Architectural Design

The Proposal meets the requirements of the City architectural/facade design standards as set out in LDC 6.05.02 (Commercial development Standards) and LDC 3.01.06 (Urban Code Conditional Use Requirements).

4. Engineering – Drainage/Stormwater

The development will incorporate measures to reduce/eliminate sheet flow from the property into the St. Lucie Estuary. Full compliance with LDC 6.03.00 (Stormwater Management) will be required at building permit.

5. Environmental and Landscaping

The proposal meets the City's landscaping requirements and will ensure that existing mangroves are retained and protected during construction activities. Any trimming of mangroves will be subject to permit approval from Florida DEP. Full compliance with LDC 5.06.00 (Mangrove & Shoreline) and LDC 5.07.00 (Floodplain Management) will be required at building permit.

6. Traffic and Transportation

The proposal indicates in a traffic statement that peak hour traffic movements will be 12 total a.m. and 15 total p.m. Which meets City Level of Service for volumes, impacts and circulation.

7. School District

No residential units are proposed.

Attached:

Zoning Review Checklist

UPUD

Project:	Sportfish UPUD
Date	3.18.21

Adjacent N	Harborage
Adjacent S	Captec Building
Adjacent E	St. Lucie River
Adjacent W	Flagler Ave/FEC RR and Dixie Highway
Total Floor Space (sq.ft)	**20,100 Square feet**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation Ord. 2423-2020	COMPLY
2.07.00 D.2 a	Uses Ord. 2423-2020	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	COMPLY
2.07.00.D.2.d	Commercial Uses (<30%) vertical	COMPLY
2.07.00.D.3	Density Ord. 2423-2020	NOT APPLICABLE
2.07.03 D.4.b	Open Space (>30%)	COMPLY
2.07.03 D.4.c	FAR Ord. 2423-2020	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%)	NOT APPLICABLE

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	NOT APPLICABLE
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	COMPLY
2.04.06	Certain street setbacks	COMPLY
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE
3.01.01	Generally	COMPLY
3.01.03E.1a	Principal building placement	COMPLY
3.01.03E.1b	side setbacks	COMPLY
3.01.03E.1c	rear setbacks	COMPLY
3.01.03E.1d	vista	COMPLY
3.01.03E.1e	front building façade	COMPLY
3.01.03E.2	Principal building height	COMPLY
3.01.03E.3	Principal building parking	COMPLY
3.01.03E.4	Architectural requirements	COMPLY

3.01.03E.5	Outbuildings	COMPLY
3.01.03E.6	Curbcuts	COMPLY
3.01.04 A-K	Architectural Standards and Regulations	COMPLY
3.01.04 L	Parking located within a building envelope	EXCEPTION REQUESTED
4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	NOT APPLICABLE
5.03.02	Wetland Protection	NOT APPLICABLE
5.04.00	Evironmentally sensitive lands	NOT APPLICABLE
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	NOT APPLICABLE
5.05.02	Tree removal	NOT APPLICABLE
5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	TO BE REVIEWED
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

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	NOT APPLICABLE
6.01.09	Parking Code	COMPLY
6.01.18	Off-Street Loading	NOT APPLICABLE
6.01.19	PILOP	TO BE REVIEWED

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	COMPLY
6.06.02 A.5	Proximity to power lines	COMPLY

6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

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	COMPLY
6.04.03 B.8	Visibility triangles	COMPLY
6.04.06	Land Use Transitions	NOT APPLICABLE

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	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	COMPLY
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
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	COMPLY
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	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	COMPLY
6.05.02 C	Building Orientation	COMPLY
6.05.02 D	Façade Design	COMPLY
6.05.02 E	Massing	COMPLY
6.05.02 F	Other Features	COMPLY
6.05.02 G	Transitional Elevations	COMPLY
6.05.03 B	Blank Wall Area	COMPLY
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	COMPLY
6.06.00	Green Development	COMPLY
6.07.00	Lighting	TO BE REVIEWED
6.08.00	Dumpster & Recycling	COMPLY
6.09.05	Fences	COMPLY
6.11.00	Signs	TO BE REVIEWED

Reviewed By: _____

CITY OF STUART, FLORIDA
DEVELOPMENT DEPARTMENT
REZONE REAL PROPERTY APPLICATION
(including Planned Unit Developments)

Application must be legible with all relevant fields completed.

Project ID#_____
(Staff Entry)

Pre-App Conference Date:	Application Date: November 30, 2020
Project Name: Weitzel OZ	
Parcel ID# 32-37-41-004-019-00010-3	Project Address: 304 Flagler Ave
Current Zoning: Urban Waterfront	Current Land Use: Marine and Industrial
Proposed Zoning: UPUD	Proposed Land Use: Multifamily Residential
Present Use: Commercial office	Site Area/Acreage: 0.73 acres

Fees *(check box): This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees.*

Rezoning to ~~CPUD~~ UPUD	$3,584.00	✓	Site space must be greater than 20,000 sq. ft.
Rezoning to RPUD	$3,584.00	☐	Site area must be greater than .5 acre
Rezoning to MXPUD	$3,584.00	☐	Site area must be greater than .5 acre
Rezoning to Industrial IPUD	$3,584.00	☐	Site area must be greater than 1 acre
Rezoning to Public Service PSPUD	$3,584.00	☐	Site area must be greater than 2.5 acres
Non-PUD District Rezoning	$1,433.00	☐	

Submittal 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:

- Is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and
- Complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed).*

The applicant is proposing a UPUD to accommodate a multifamily 4 story building consisting of 37 residential units with amenities including a wet slip marina. The proposed development is in compliance with the LDRs and the City of Stuarts Urban Waterfront zoning district.

(over)

General Information
(Please Print or Type)

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

Name: Fernando Limon	City/State/Zip Code: Stuart FL 34994
Title: Manager	Telephone Number: N/A
Company: LBS Power Holdings LLC	Facsimile Number:
Company Address: 415 NW Flagler Ave #301	Email Address (optional):

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: Mike McCarty	City/State/Zip Code: Stuart FL 34994
Title: Principal	Telephone Number: 772-341-9322
Company: McCarty & Associates Land Planning and Design LLC	Facsimile Number:
Company Address: 309 SE Osceola Street #104	Email Address (optional): mike@mccartylandplanning.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: Ted Weitzel	City/State/Zip Code: Miami FL 33136
Title: President	Telephone Number: 305-979-1792
Company: Weitzel OZ LLC	Facsimile Number:
Company Address: 201 NW 7th Street	Email Address (optional):

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

TERI L. DELGADO
Notary Public, State of Florida
Commission No. GG924395
Commission Expires 10/20/2023

4. Signed this 30 day of November, 2020.

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

State of Florida, Martin County The foregoing instrument was acknowledged before me on this 30 day of November 2020 by Fernando Limon who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.

Teri Delgado
Notary Signature

Commission expires: 10/20/2023
GG924395

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

McCarty & Associates

Land Planning and Design

www.McCartyLandPlanning.com

309 SE Osceola St. Suite 104

Stuart Fl 34994

772-341-9322

Sportfish Marina Resort
Justification Statement

The proposed Sportfish Marina Resort is located 304 SE Flagler in Stuart FL. The property is comprised of +/- 0.633 acres and is identified by Parcel ID number 32-37-41-004-019-00010-3. The Sportfish Marina Resort will be a 37-room boutique hotel that will provide lodging and marina accommodations with 49 wet slips. The project will provide a pool, grilling area, laundry facilities and balcony/terrace with views of the St. Lucie River and Roosevelt bridge. This will be one of the first boutique hotel destinations in the Stuart downtown.

The subject property is located within the Urban Waterfront CRA zoning district which permits a wide variety of uses, one of which is a hotel/motel and marina. The proposed use is consistent with the development pattern and uses located along the waterfront of downtown. The Sportfish Marina Resort will complement the downtown and draw people to our quaint city.

As per the City of Stuart Development Department Rezone Real Property Application, the applicant must provide written justification supporting the application and demonstrating how the application complies with the following:

-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

> **Response: The proposed marina resort is consistent with the Comprehensive Plan of the City of Stuart. The project is compatible and compliments the existing uses in the immediate area and downtown. The surrounding properties consist of uses that are compatible with the proposed use. Utilities and public services are available with adequate capacity and levels-of-service to accommodate the proposed project.**

-Complies with the relevant development standards of the City of Stuart Land Development Code

> **Response: The proposed UPUD significantly complies with the City of Stuart Land Development Code. Please refer to the proposed site plan, landscapes and architectural plans for further details demonstrating compliance with the LDRs.**

Sportfish Marina Resort

32-37-41-004-019-00010-3

304 NW Flagler Ave.
Stuart, Florida

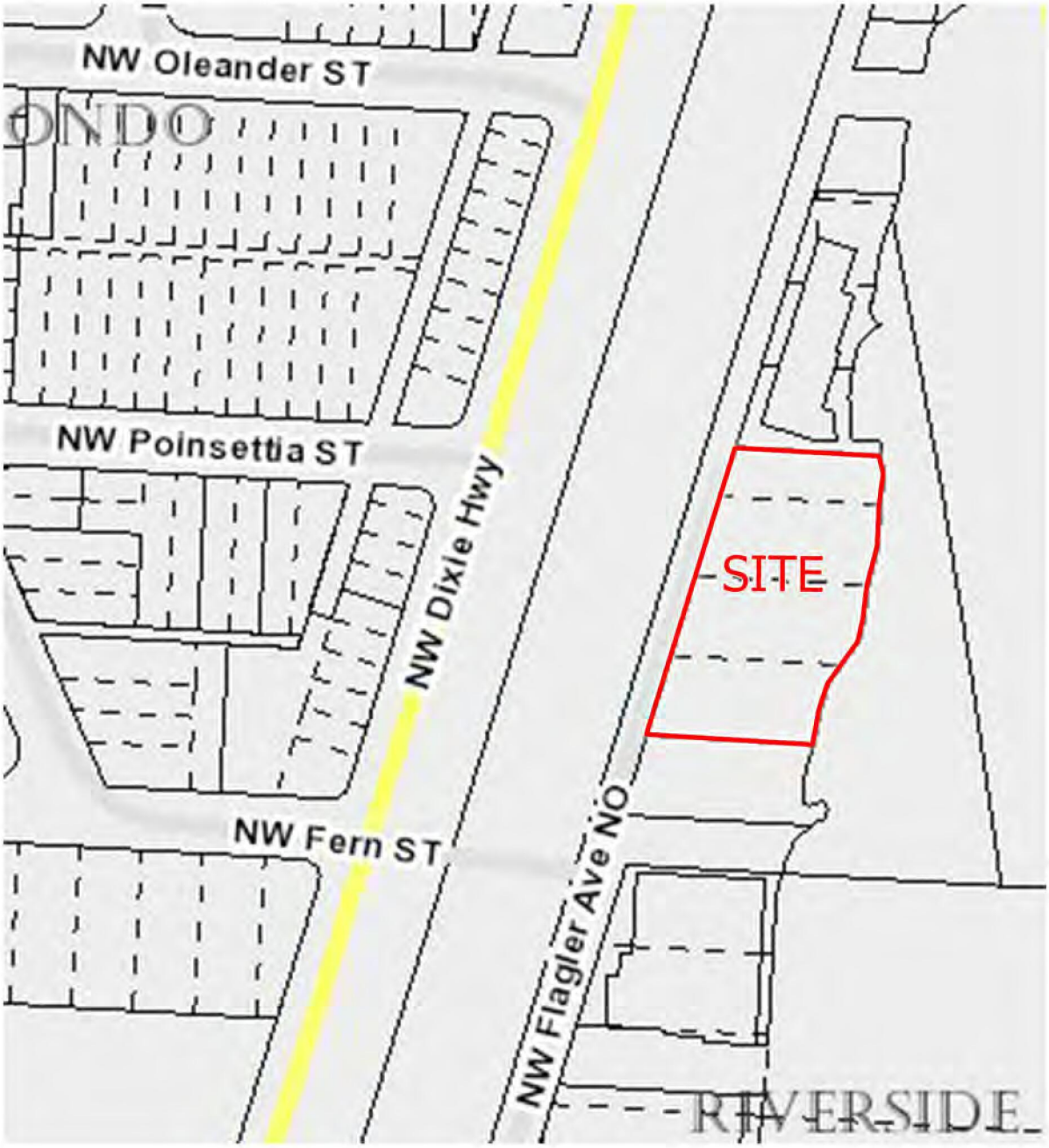
McCarty & Associates

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Aerial Photograph



12/7/2020

Sportfish Marina Resort

32-37-41-004-019-00010-3

304 NW Flagler Ave.
Stuart, Florida

McCarty & Associates

LAND PLANNING
AND DESIGN

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772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Aerial Photograph

12/7/2020

McCarty & Associates

Land Planning and Design

www.McCartyLandPlanning.com

309 SW Osceola Ave, Suite 104

Stuart FL 34994

772-341-9322

Friday, April 16, 2021

VIA HAND DELIVERY

City of Stuart Development Department
Attn: Kev Freeman
121 SW Flagler Ave
Stuart, FL 34994

RE: Sailfish Marina Resort UPUD- Parking and Marina Operations

Dear Mr. Freeman:

On behalf of the applicant, Weitzel OZ LLC, McCarty and Associates would like to provide clarification regarding some discussions and concerns raised during the April 6th 2021 CRB Board meeting.

At the meeting concerns were raised regarding the parking for the hotel resort and marina so I offer the following to demonstrate compliance with the City LDRs parking code.

Land Use Type:	Number of Space Required:	Number Rooms/ Wet slips	Number of Spaces Required:	Number of Space Provided:
Hotel/ Motel	1/rental room, plus 2 per 3 employees	37 rental rooms, plus 3 employees	39	42
Marina	1/ 5 boat slips, plus 1 space per employee	49 boat slips, plus 2 employees	12	13

Total Number of Spaces Required:	51
Total Number of Space Provided:	55

As demonstrated above the project not only complies but surpasses the minimum required parking spaces as per the City of Stuart LDR sec. 6.01.09.

In addition, the operations of the marina were also discussed at the CRB meeting with regard to limiting

the number of boat slips available to the public. The marina must be made open to the public in a "first come, first served basis" as per the 25 year submerged land lease with the state of Florida. Below you will find the state statute excerpt **18-21.008 Application for Lease**:

(2) Extended Term Leases.

(a) Extended term leases are those leases with terms in excess of those allowable for standard leases. Extended term leases shall be available for terms up to 25 years. Extended term leases shall be available for existing or proposed facilities or activities, including Grandfathered Registered Structures being brought under lease in accordance with paragraph 18-21.005(1)(d), F.A.C., where the use of the sovereignty submerged lands and the associated existing or proposed structures on sovereignty submerged lands have or will have an expected life, or amortization period, equal to or greater than the requested lease term and where the applicant has demonstrated that:

1. The facility or activity provides access to public waters and sovereignty submerged lands for the general public on a first-come, first-served basis;

As stated above, the marina operations can not be limited and must follow state statute.

If you have any questions or require any additional materials, please do not hesitate to contract our office. We thank you for your review on this project and look forward to working with you.

Very truly yours,

McCarty & Associates

Michael T. McCarty
Principal
Mike@McCartyLandPlanning.com

Cc: client

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 6/14/2021 **Prepared by:** Kev Freeman

Title of Item:

DISCUSSION OF HOUSING POLICY AND INCLUSIONARY ZONING

Summary Explanation/Background Information on Agenda Request:

Does the City have Policy tools in place to provide attainable housing?
What are the restrictions (State Statute)?
What is Inclusionary Zoning (IZ)?

Funding Source:

N/A

Recommended Action:

Hear Staff presentation. Discuss and Deliberate

ATTACHMENTS:

	Description	Upload Date	Type
🗋	B1. Staff Presentation	5/27/2021	Staff Report

STUART CITY COMMISSION
June 14th, 2021

HOUSING
DISCUSSION & DELIBERATION

THE CONTEXT

HOW CAN THE CITY MEET THE DEMAND FOR HOUSING THAT IS ATTAINABLE TO ACCOMMODATE RESIDENTS AND WORKERS?

THE FOUNDATION

COMPREHENSIVE PLAN
CONCERNS OVER DENSITY
HOUSING DELIVERY POLICY
HOUSING RESIDENTS
HOUSING FOR EMPLOYMENT

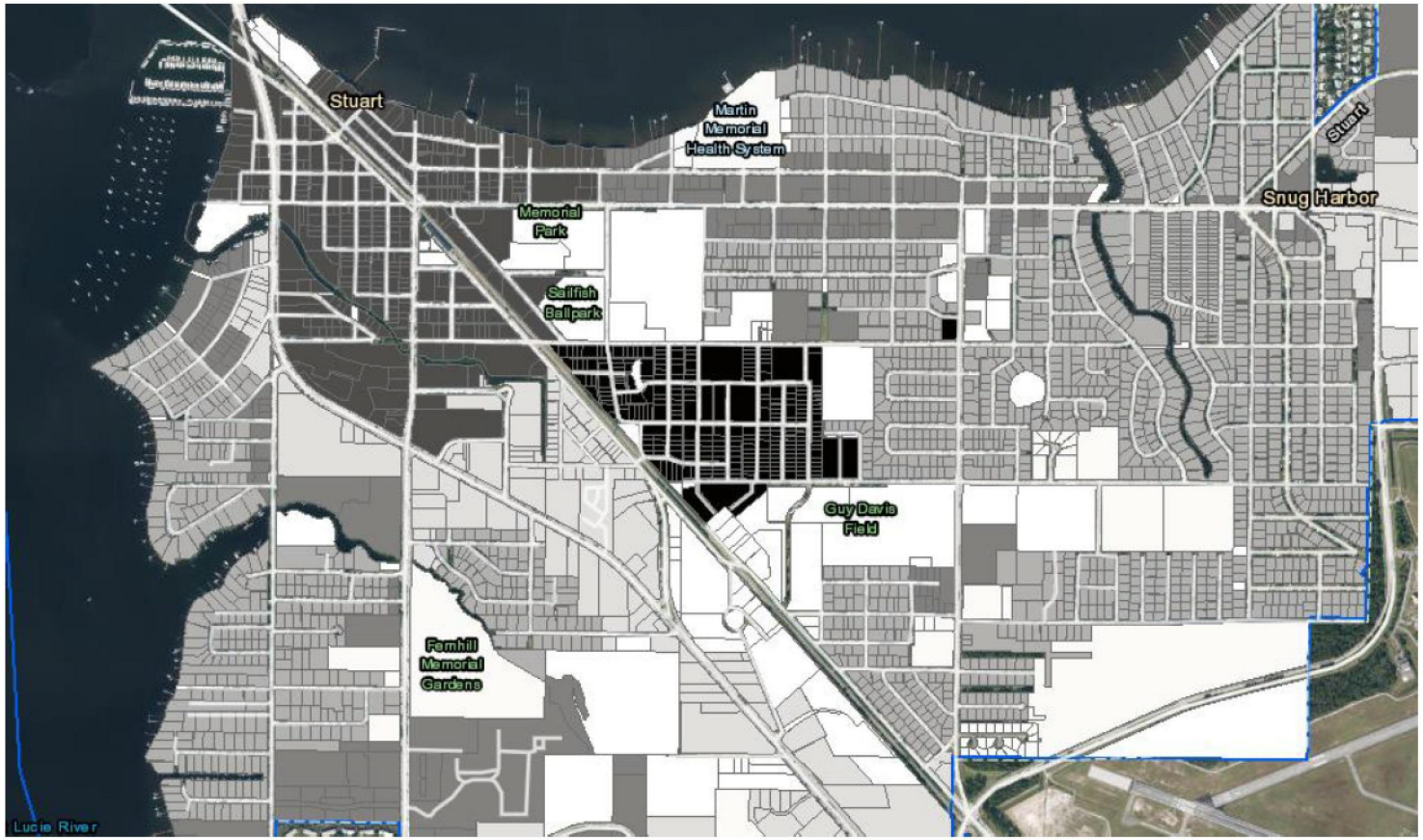
BASIS FOR RESIDENTIAL DENSITY

COMPREHENSIVE PLAN

Units/Acre - PUD Densities Approved by City Commission only

FUTURE LAND USE	ZONING MIN	ZONING MAX	RPUD	CPUD
LOW DENSITY RESIDENTIAL	8.72	11.62	11.62	0
MULTI-FAMILY RESIDENTIAL	10	11.62	30	30
OFFICE RESIDENTIAL	10	11.62	30	30
COMMERCIAL	10	10	10	15
DOWNTOWN REDEVELOPMENT	15	15	30	30
NEIGHBORHOOD SPECIAL DISTRICT	15	15	15	15
INDUSTRIAL	0	0	0	0
EAST STUART	17	17	30	30
MARINE/INDUSTRIAL	15	15	15	15
PUBLIC	0	0	0	0
RECREATION	0	0	0	0
INSTITUTIONAL	0	0	30	0
CONSERVATION	0	0	0	0

DENSITY MAP



https://esri.ci.stuart.fl.us/stuartportal/apps/webappviewer/index.html?id=0e5977bf1f5d4dbd9bd695b1f3a39d39

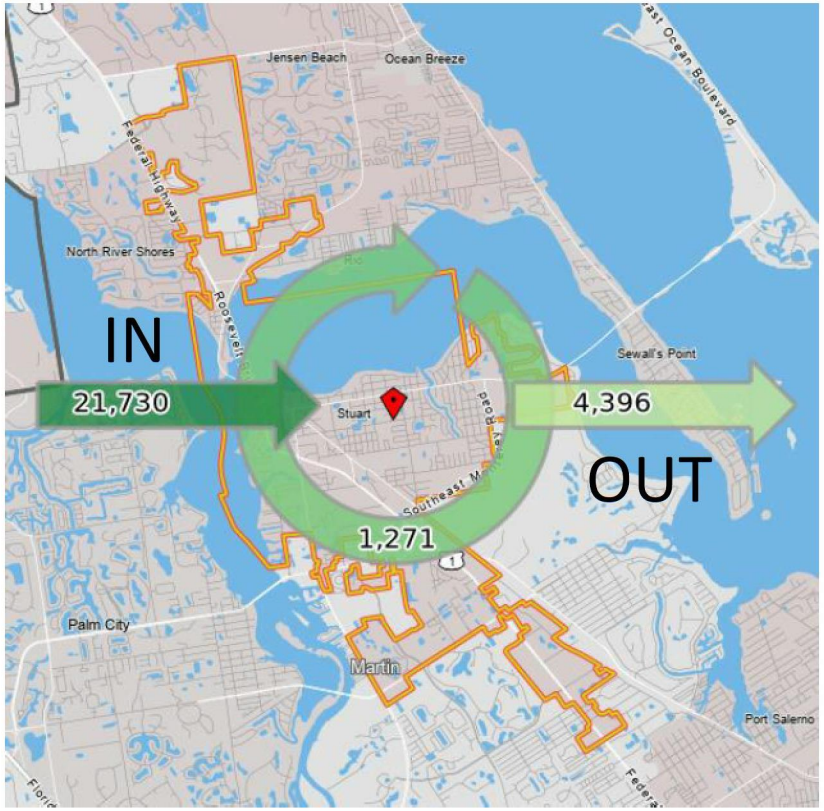
PROJECTS & DENSITY

AVERAGE DENSITY OF ALL PROJECTS IS LESS THAN 15 UNITS / ACRE

IF ALL PROJECTS WERE BUILT OUT AT THE DENSITY ALLOWED BY THE COMPREHENSIVE PLAN, THAT WOULD EQUAL AN ADDITIONAL +2300 UNITS

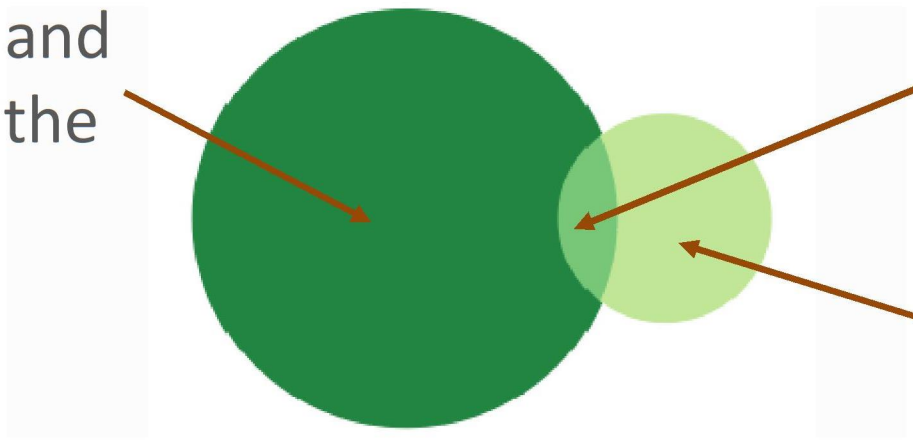
Sovana (age restricted)	19.1	RPUD
Avonlea 2	9.6	RPUD
Avonlea 12	10.7	RPUD
Watermark	25.0	RPUD
Osprey Preserve	5.7	RPUD
Savannah Place	18.9	RPUD
Trillium	8.0	RPUD
Seaside	10.2	RPUD
Avonlea 16	11.8	RPUD
603 Place	23.8	MUCCU
Bridgeview	13.4	RPUD
Harbour Grove	23.3	RPUD
Stuart Ocean	7.2	RPUD
Stuart Springtree	19.9	RPUD
Stuart Springtree	19.9	RPUD
Sailfish Cove	30.0	UPUD
315 Osceola	13.8	UPUD
Hidden Key	20.6	RPUD
Palmetto Calle	13.4	RPUD
Palmetto Calle	13.4	RPUD
Central Parkway Lofts	25.8	RPUD
Kanner + (Costco)	8.1	CPUD
Avonlea 10	15.0	CPUD
Avonlea 13	15.0	RPUD
Silverthorne	9.1	RPUD

WORKFORCE INFLOW - OUTFLOW (2018)



WORKFORCE INFLOW - OUTFLOW (2018)

21,730 Live Outside and Work in the City



1,271 Live and Work in the City

4,396 Live in but Work Outside the City

Total Jobs in City of Stuart = 23,001

Only 6% of Employees Live and Work in the City

QUESTION

DOES THE CITY HAVE THE POLICIES & THE RESOURCES TO FACILITATE AN EQUITABLE DELIVERY OF HOUSING?

COMPREHENSIVE PLAN

Policy 3.A2.1. "Affordable housing" means healthy and safe housing that people with extremely low, very low, low, moderate, and workforce incomes can live in without paying more than 30 percent of their household income (including taxes, insurance, and utilities)).

"Extremely low income" means an income falling below 30 percent of the U.S. Department of Housing and Urban Development (HUD) Average Medium Income (AMI) for Martin County, Port Saint Lucie MSA

"Very low income" means an income falling below 50 percent of the HUD AMI for Martin County, Port Saint Lucie MSA..

"Low income" means an income being greater than 50 percent and less than 80 percent of the HUD AMI for Martin County, Port Saint Lucie MSA.

"Moderate income" means an income being greater than 80 percent and less than 120 percent of the HUD AMI for Martin County, Port Saint Lucie MSA.

"Attainable income housing " means housing that is affordable to persons or families whose total household income being greater than 80 percent and less than 100 percent of HUD AMI for Martin County, Port Saint Lucie MSA.

INCLUSIONARY ZONING (IZ)

FLORIDA HOUSING COALITION DEFINITION (summary)

•Inclusionary zoning (IZ) requires developers to provide a proportion of units that are affordable to low-and moderate-income households. The number of affordable units required is typically a given percentage of the total number of units developed.

•IZ can come in a variety of forms. IZ can be an ordinance that covers an entire jurisdiction, an overlay district over a redeveloping area, a negotiated development agreement, or other method.

•Most IZ policies provide for flexibility in implementation. They may allow developers to build affordable units at a site other than the market-rate development, for instance. Or they may accept fees or land donation in lieu of the development of affordable units.

•IZ programs provide incentives or benefits for the housing developers. For instance, developers may be allowed to build more units on a given site than typically allowed, may have the permitting process fast-tracked, and/or may have certain fees waived.

City of Stuart

FL STATE STATUTE INCLUSIONARY HOUSING

Under State Statute, local governments may have an inclusionary zoning mandate but in exchange, must provide incentives to fully offset **all** of the developer's costs for his or her affordable housing contribution.

INCLUSIONARY ZONING FL

Impact of HB 7103: This bill amended the state's inclusionary zoning statutes. Under state law, local governments must now "**fully offset all costs**" to a developer when those costs result from an inclusionary housing ordinance.

For example, if there is a 100-unit market development and a 10% inclusionary requirement, the local government would need to "**fully offset all costs**" associated with the 10 required affordable units.

This could be achieved by providing incentives (not limited to):

- Density or intensity bonuses.
- Reducing or waiving fees.

INCLUSIONARY ZONING FL

Fully offset costs by:

A change of Future Land Use (FLU) of a parcel, the local government may have increased the value of the land. (This would require an appraisal of the property before and after the proposed change to determine $ value).

A rezoning from a zoning category to increase the by-right density, may also increase the value of land. (This would require an appraisal of the property before and after the proposed change to determine $ value).

Any increase in land value caused as a result of a Zoning and/or FLU change can be used in the calculation to **fully offset costs**.

INCLUSIONARY ZONING (IZ) STUART

An IZ program should have a mechanism to produce and preserve IZ units with long-term affordability, should be able to meet ongoing affordability challenges.

Long affordability periods should reset to have greater sustainability, rather than be “perpetual”, to achieve lasting affordability.

Supplemental legal tools beyond deed restrictions will be required to improve notification of defaults, potential illegal resales and burdens encumbered by homebuyers through second mortgages and refinancing.

Legal mechanisms that strengthen the program’s ability to cure or purchase homes in foreclosure, to keep inclusionary units in the affordable inventory.

City of Stuart

INCLUSIONARY ZONING (IZ) STUART

Need to be responsive to local housing market conditions and household demographics. Resale formulas should evaluate their impact over time to ensure affordability is being preserved.

Inclusionary housing programs must actively monitor and steward inclusionary units, either in-house or through external partnerships. Critical activities around monitoring and stewardship are often inadequately implemented.

Successful programs should look to develop partnerships with organizations that have strong stewardship practices, including Community Land Trusts, in order to ensure that the affordable housing created through a well-designed inclusionary housing programs remains affordable to future owners and renters.

INTERVENTIONS

DENSITY (IZ BONUS) – PUD's

IZ – INCENTIVES/COSTS

IZ - WORKFORCE OR INCOME RELATED

DURATION OF IZ AGREEMENT - RESETTING

IZ COSTS

ASSESSMENT VALUE OF BENEFITS

MONITORING OF IZ AGREEMENTS