City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD October 11, 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 - SCOT BUCCINA, STONE SCULPTOR

PROCLAMATIONS

2. FLORIDA CITY GOVERNMENT WEEK OCTOBER 18 - 24, 2021
3. GOLD STAR MOTHER'S AND FAMILY'S DAY - SEPTEMBER 26, 2021
4. BREAST CANCER AWARENESS MONTH - OCTOBER 2021
5. DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2021
6. MANUFACTURING MONTH - OCTOBER 2021
7. CYBER SECURITY AWARENESS MONTH - OCTOBER 2021

PRESENTATIONS

8. SERVICE AWARDS - OCTOBER 2021
9. EMPLOYEE SPOTLIGHT - OCTOBER 2021

10. PRESENTATION OF CERTIFICATE OF APPRECIATION TO ARTIST, MIKE HART

11. ICMA RECOGNITION OF STUART'S 95TH YEAR AS COMMISSION/MANAGER FORM OF GOVERNMENT

12. STORMWATER MASTER PLAN 2021 UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

13. APPROVAL OF 9/27/2021 SCM FINAL BUDGET & FINAL MILLAGE AND 9/27/2021 CCM MINUTES (RC)

14. IRL LICENSE PLATE GRANT APPLICATION - TRESSLER DRIVE WATER QUALITY IMPROVEMENTS (RC):

    RESOLUTION 73-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES & ENGINEERING DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR THE INDIAN RIVER LAGOON LICENSE PLATE FUNDING PROGRAM TO PROVIDE FUNDING FOR THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

15. ACCEPT COST OF LIVING ADJUSTMENT - CHILDREN'S SERVICE COUNCIL GRANT (RC):

    RESOLUTION No. 78-2021 BUDGET AMENDMENT No. 01-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, AUTHORIZING BUDGET AMENDMENT #1 TO THE 2022 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION AND ACCEPTING A COST OF LIVING ADJUSTMENT (COLA) CONTRIBUTION IN THE AMOUNT OF $10,507.49 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; AUTHORIZING THE EXPENDITURE OF THE NEW GRANT CONTRIBUTION IN ACCORDANCE WITH THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

16. CORRECTION OF DATE REGARDING AGREEMENT FOR LOBBYING SERVICES WITH JORDAN CONNORS GROUP, INC. THAT WAS APPROVED LAST YEAR (RC):

    RESOLUTION No. 105-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CORRECTING RESOLUTION 89-2020 AMENDING THE AUTHORIZATION TO EXTEND UNTIL SEPTEMBER 30, 2023 AS CONTEMPLATED AT THE ORIGINAL HEARING; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

17. AWARD OF ITB #2021-114: WATER TREATMENT PLANT RO TREATMENT FACILITY (RC):

    RESOLUTION No. 107-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-114, WATER TREATMENT

PLANT RO TREATMENT FACILITY TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $16,695,000.00 TO PC CONSTRUCTION DBA PCEO, INC OF SOUTH BURLINGTON, VT PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

18. BUDGET AMENDMENT #02 FOR THE PURCHASE OF A FIFTH WHEEL RV (RC):

RESOLUTION No. 110-2021 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 02 TO THE 2022 GENERAL FUND FUND BALANCE; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A FIFTH WHEEL RV FOR THE TEMPORARY USE OF FIRE STATION 3, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

19. AWARD OF ITB #2021-117 PURCHASE OF A FIFTH WHEEL RV (RC):

RESOLUTION No. 108-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-117, PURCHASE OF A FIFTH WHEEL RV TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $61,000 TO GANDER RV & OUTDOORS. OF FORT PIERCE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

20. COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY AND PBA (RC):

RESOLUTION No. 109-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (PBA), EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

21. R.O.W. ABANDONMENT OF A PORTION OF 11 FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF DYER ESTATES LOCATED BETWEEN SW ST. LUCIE CRESCENT AND SW PALM CITY RD (RC):

RESOLUTION No. 106-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON OCTOBER 25, 2021, AT 5:30 P.M. AND NOVEMBER 8, 2021, AT 4:00 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THAT PORTION OF A PLATTED 11 FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF DYER ESTATES, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FOR OTHER PURPOSES.

22. PLAT OF "TIDEWATER COURT" (RC):

RESOLUTION No. 55-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "TIDEWATER COURT PLAT", BEING A REPLAT OF A PORTION OF BAY ST. LUCIE , WITH SAID LANDS LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CONTAINING 10 (TEN) INDIVIDUAL LOTS APPROXIMATELY .10 ACRES EACH IN SIZE, PREPARED BY ROBERT F. KEMERSON OF VELCON ENGINEERING AND SURVEYING, LLC, A FLORIDA REGISTERED LAND

SURVEYOR AND MAPPER NO. 6285, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

23. OSPREY PRESERVE RPUD - RESTORATION PLAN

DISCUSSION AND DELIBERATION

24. CITY ATTORNEY IS REQUESTING TO SCHEDULE AN ATTORNEY-CLIENT MEETING WITH THE CITY COMMISSIONERS AND CITY MANAGER IN ACCORDANCE WITH SECTION 286.011(8), FLORIDA STATUTES.

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Susej Meleqi, Deputy Clerk

Title of Item:

ARTS MOMENT - SCOT BUCCINA, STONE SCULPTOR

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: 10/11/2021 **Prepared by:** Ryanne Cavo, Paralegal

Title of Item:

FLORIDA CITY GOVERNMENT WEEK OCTOBER 18 - 24, 2021

Summary Explanation/Background Information on Agenda Request:

City government is the government closest to most citizens and the one with the most direct daily impact upon its residents. Municipal government provides services and programs that enhance the quality of life for residents, making their city their home.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Florida City Government Week October 18-24, 2021	7/14/2021	Proclamation

PROCLAMATION
FLORIDA CITY GOVERNMENT WEEK
OCTOBER 18-24, 2021

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents. Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities, of which Stuart is a member, have joined together to teach citizens about municipal government through a variety of activities.

NOW THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida, do hereby proclaim October 18th through October 24th, 2020 as

FLORIDA CITY GOVERNMENT WEEK

in the City of Stuart, Florida and encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week, as well as encourage educational partnerships between city government and schools, civic groups and other organizations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 11th day of October, 2021.

ATTEST:

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Ryanne N. Cavo, Paralegal

Title of Item:

GOLD STAR MOTHER'S AND FAMILY'S DAY - SEPTEMBER 26, 2021

Summary Explanation/Background Information on Agenda Request:

It is our sacred duty to recognize the unending and immeasurable sacrifices our military families make in support of their loved ones and for our country, and we are cognizant of the fortitude they show enduring the anguish of knowing that their hero may never return home.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Gold Star Mother's and Family's Day	9/28/2021	Proclamation

PROCLAMATION
GOLD STAR MOTHER'S AND FAMILY'S DAY
SEPTEMBER 26, 2021

WHEREAS, in 1936, the 74th Congress declared that the last Sunday in September shall hereafter be designated and known as "Gold Star Mother's Day, and in 2016 was renamed "Gold Star Mother's and Family's Day;" and

WHEREAS, the brave men and women of our Armed Forces represent the very best of our Nation, matched only by the families who walk beside them in their service; and

WHEREAS, it is our sacred duty to recognize the unending and immeasurable sacrifices our military families make in support of their loved ones and for our country, and we are cognizant of the fortitude they show enduring the anguish of knowing that their hero may never return home; and

WHEREAS, for more than two centuries, many of our brave service members have paid the ultimate sacrifice while ensuring our nation remains the land of the free and we recognize the sacrifice all Gold Star Family Members make when a father, mother, brother, sister, son, daughter or other loved one dies in service to our nation; and

WHEREAS, the true strength and success of our Armed Forces is found in the love, support, and unity of our Nation's military families, and this is reflected best in our country's inspirational Gold Star Mothers and Families whose ability to overcome, persist, prevail, and in turn, enrich the lives of others, exemplifies the true American Spirit.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor for the City of Stuart, do hereby proclaim September 26, 2021 as:

GOLD STAR MOTHER'S AND FAMILY'S DAY

in the City of Stuart, Florida and encourage all citizens to hold these families in our hearts, remember them in our prayers, support them in out words and deeds, and join them in honoring their hero's ultimate sacrifice.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 11th day of October, 2021.

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Ryanne N. Cavo, Paralegal

Title of Item:

BREAST CANCER AWARENESS MONTH - OCTOBER 2021

Summary Explanation/Background Information on Agenda Request:

Breast cancer has the second highest mortality rate in women, and is the second most diagnosed cancer.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Breast Cancer Awareness Month - October 2021	10/5/2021	Proclamation

PROCLAMATION
BREAST CANCER AWARENESS MONTH
OCTOBER 2021

WHEREAS, breast cancer has the second highest mortality rate in women, and is the second most diagnosed cancer; and

WHEREAS, every two (2) minutes a woman is diagnosed with breast cancer, and 30% of new women's cancer diagnoses will be for breast cancer; and

WHEREAS, 1 out of every 8 women in the United States will be diagnosed with breast cancer during her lifetime; and

WHEREAS, by the end of December 2021, there will be an estimated 281,550 new cases of invasive breast cancer diagnosed, and 49,290 cases of non-invasive, for a total of 330,840 new cases; and

WHEREAS, men can get also get breast cancer, and an estimated 2,650 men will be diagnosed with it in 2021; and

WHEREAS, as of January 2021, there were 3.8 million breast cancer survivors in the United States.

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

BREAST CANCER AWARENESS MONTH

in the City of Stuart, Florida and encourage all women and men to learn more about how this disease may affect their lives, and to take the necessary steps for early detection and prevention. I urge our citizens to recommit themselves to standing by our survivors and their families, and support worthy organizations working tirelessly to find a cure.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 11th day of October, 2021.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Ryanne N. Cavo, Paralegal

Title of Item:

DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2021

Summary Explanation/Background Information on Agenda Request:

Domestic Violence Awareness Month is an opportunity to remember the victims of domestic violence, support efforts to ensure their safety and well-being, and increase awareness to reduce future incidences.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Domestic Violence Awareness Month (October 2021)	10/5/2021	Proclamation

PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2021

WHEREAS, domestic violence transcends all ethnic, racial, and socioeconomic boundaries. Its perpetrators abuse their victims physically, mentally, emotionally, and economically and the effects of their attacks are far-reaching, weakening the very core of our county; and

WHEREAS, domestic violence is particularly devastating because it so often occurs in the privacy of the home, a place meant to represent shelter and security. Because domestic violence usually takes place in private, many Americans may not realize how widespread it is right here in our own county. The cost of domestic violence to Martin County has been estimated at over $14.6 Million per year; and

WHEREAS, during the month of October, Americans should contemplate the scars that domestic violence leaves on our society and what each of us can do to prevent it. Our prosecutors, law enforcement officers, and victim advocates have worked together with SafeSpace to reduce domestic violence in our county and assist victims and their families; and

WHEREAS, each year in the United States, more than 10 million women and men experience physical abuse by their intimate partners. Many of these victims experience repeated abuse over the course of a year. As unsettling as these statistics are, it is also disturbing to realize that 90% of children of domestic violence victims are eyewitnesses to these attacks, and that domestic violence may be the single major precursor to fatalities from child abuse and neglect in the U.S; and

WHEREAS, through education, awareness, and enforcement of the law, we are striving to prevent domestic violence and sexual assault. Public action awareness will create a society that promotes strong values, fosters a safe and loving home environment for every family, and refuses to tolerate domestic violence in any form.

NOW THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida, do hereby proclaim October 2021 as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of Stuart, Florida and urges all citizens to actively participate in the scheduled activities and programs sponsored by SafeSpace, Inc. and work toward the elimination of personal and institutional violence against adults and children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 11th day of October, 2021.

ATTEST:

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Ryanne N. Cavo, Paralegal

Title of Item:

MANUFACTURING MONTH - OCTOBER 2021

Summary Explanation/Background Information on Agenda Request:

The City of Stuart is diversifying its economy and strengthening its workforce by collaborating with local, regional and state partners to improve its business climate and at-place assets where good jobs are created and businesses are encouraged to grow.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Manufacturing Month October 2021	9/17/2021	Proclamation

PROCLAMATION
MANUFACTURING MONTH
OCTOBER 2021

WHEREAS, the City of Stuart is diversifying its economy and strengthening its workforce by collaborating with local, regional and state partners to improve its business climate and at-place assets where good jobs are created and businesses are encouraged to grow; and

WHEREAS, manufacturing is a key industry in Stuart with a Gross Regional Product of nearly $157 million and average Annual Worker Earnings of $40,210; and

WHEREAS, recognizing October as Manufacturing Month is an opportunity to celebrate the manufacturers who call the City of Stuart home, educate the community on the important role they play in our local economy and inspire the next generation of manufacturing talent to work locally; and

WHEREAS, the City of Stuart commends and supports them along with the business assistance and economic development organizations involved in helping them start-up, grow, remain and come to our community.

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

MANUFACTURING MONTH

in the City of Stuart, Florida and urges all citizens to join in recognizing the value of our manufacturers and the products they deliver locally, regionally, nationally, and around the world.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 11th day of October, 2021.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Ryanne N. Cavo, Paralegal

Title of Item:

CYBER SECURITY AWARENESS MONTH - OCTOBER 2021

Summary Explanation/Background Information on Agenda Request:

The City of Stuart recognizes the importance in identifying, responding to and protecting against cyber threats that may have significant impact to our individual and collective security and privacy.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Cyber Security Awareness Month - October 2021	9/21/2021	Proclamation

PROCLAMATION
CYBER SECURITY AWARENESS MONTH
OCTOBER 2021

WHEREAS, the City of Stuart recognizes the importance in identifying, responding to and protecting against cyber threats that may have significant impact to our individual and collective security and privacy; and

WHEREAS, critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and

WHEREAS, the "STOP.THINK.CONNECT.™ Campaign" serves as the national public awareness campaign, implemented through a coalition of private companies, nonprofit and government organizations, as well as academic institutions working together to increase the understanding of cyber threats and empowering the American public to be safer and more secure online; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us - elected officials, City staff and community members, has a critical role to play, and awareness of computer security essentials will improve the security of the City of Stuart's information, infrastructure, and economy; and

WHEREAS, the Cybersecurity & Infrastructure Security Agency (CISA) and the National Cyber Security Alliance (NCSA) have chosen this year's theme as "Do Your Part.#BeCyberSmart." which encourages individuals and organizations to own their role in protecting their part of cyberspace, stressing personal accountability and the importance of taking proactive steps to enhance cybersecurity.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor for the City of Stuart, do hereby proclaim October 2021 as: **CYBER SECURITY AWARENESS MONTH** in the City of Stuart, Florida and encourage all citizens to learn about cyber security and put that knowledge into practice in their homes, schools, workplaces, and businesses.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 11th day of October, 2021.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** R. Johnson

Title of Item:

SERVICE AWARDS - OCTOBER 2021

Summary Explanation/Background Information on Agenda Request:

Mary Kindel	City Clerk	20 years
Cornelius (Corky) Kossen	Utilities & Engineering	20 years
Jonathan Huneycutt	Fire Rescue	15 years
Michelle Vicat	City Manager	15 years
Nicole Johnson	Community Services	5 years
Devon Taylor	Police	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Jan Foselli

Title of Item:

EMPLOYEE SPOTLIGHT - OCTOBER 2021

Summary Explanation/Background Information on Agenda Request:

Recognize Michael DeFrank for the Employee Spotlight, October, 2021.

Funding Source:

N/A

Recommended Action:

Recognize Michael DeFrank for the Employee Spotlight, October, 2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Michael DeFrank, Employee Spotlight	10/1/2021	Cover Memo

Employee Spotlight

Mike DeFrank

October 2021

"I've always been interested in technology," says Mike DeFrank. Mike hails from the generation that grew up with Atari and Commodore 64, where the floppy disk ruled and the graphics were "old school."

Originally from South Korea, Mike was adopted at age 3 and was raised by his parents in Connecticut, along with his sister. He grew up with the change of seasons and enjoyed winter activities, including snowmobiling. To this day, Mike still enjoys the cooler weather. In 1989, the family relocated to Port St. Lucie, where he attended Port St. Lucie High School and then he joined the Marine Corps upon graduation. Mike was originally stationed in California, but in his last year, he was stationed in Okinawa, Japan where he was able to experience living in a different culture. After fulfilling his 4 years of active duty, he returned to Florida. He had been a longtime friend of City Police Dispatcher, Charvella Whitehead, and she encouraged him to apply for a part-time computer programmer position with the Stuart Police Department. Former Police Chief Ed Morley quickly recognized Mike's potential and abilities, and four months later, Mike was hired in a full-time position. He celebrated 20 years of service this past December.

On the home front, Mike and his wife, Serena, have a 15 year-old daughter and 3 adult sons. They recently became grandparents and are expecting their second grandson soon. Mike is a self-proclaimed car buff and really digs newer muscle cars. His favorite? The Camaro. When not completing DIY projects around the house, you can find Mike in the world of RPGs, or ***R***ole-***P***laying ***G***ames, on his X-box or PC.

When asked about his proudest accomplishment in his career at the City, Mike grinned and said, "the virus." He was referring to the "Great Virus Hack of 2019," when hackers were attempting to hold the City's data hostage. Mike reflected on that day and shared that he was called in because several employees were experiencing computer problems. Once on-site, he knew right away what was happening and began shutting our systems down. He quickly called the City's Technology Services staff and then began calling surrounding entities to warn them. His sense of urgency and immediate response prevented an already dire situation from becoming a truly catastrophic event.

Mike tells us there are several things he likes "best" about working with the City, including feeling appreciated, working with friendly employees around the city, the work environment, and the feeling he gets from knowing he's contributing in a meaningful way and having a positive impact on fellow co-workers and City operations.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Michelle Vicat

Title of Item:

PRESENTATION OF CERTIFICATE OF APPRECIATION TO ARTIST, MIKE HART

Summary Explanation/Background Information on Agenda Request:

Present Certificate of Appreciation to Mike Hart for lending us the beautiful artwork on the walls of City Hall.

Funding Source:

N/A

Recommended Action:

Enjoy the artwork.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Certificate of Appreciation	9/7/2021	Cover Memo



Certificate of Appreciation

The City of Stuart wishes to gratefully acknowledge and thank

Mike Hart

For exhibiting his fine art photography in City Hall

Eula Clarke, Mayor

David Dyess, City Manager

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Michelle Vicat

Title of Item:

ICMA RECOGNITION OF STUART'S 95TH YEAR AS COMMISSION/MANAGER FORM OF GOVERNMENT

Summary Explanation/Background Information on Agenda Request:

ICMA recognition is formal acknowledgement by the ICMA Executive Board and membership that a local government has established a position of professional management for its appointed executive and granted that position certain authorities and responsibilities. Stuart has recognized this form of government for 95 years and is being recognized for its commitment.

Funding Source:

N/A

Recommended Action:

Enjoy the presentation.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** M. Leggett, Public Works Director

Title of Item:

STORMWATER MASTER PLAN 2021 UPDATE

Summary Explanation/Background Information on Agenda Request:

This presentation will provide an update on the Stormwater Master Plan for 2021, including development of capital projects and project recommendations, future improvements, as well as funding opportunities including grants.

Funding Source:

Potential funding sources for individual projects to be discussed during the presentation.

Recommended Action:

No action required.

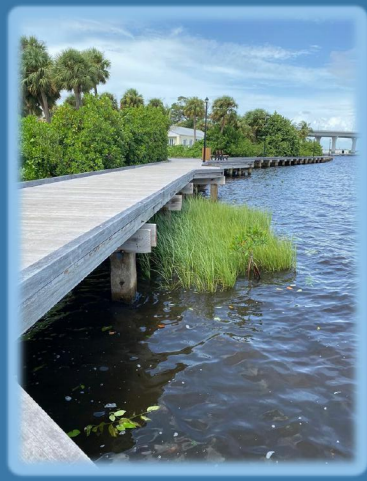
ATTACHMENTS:

	Description	Upload Date	Type
🗋	Presentation	10/5/2021	Presentation

City of Stuart

STORMWATER MASTER PLAN

2021 Update









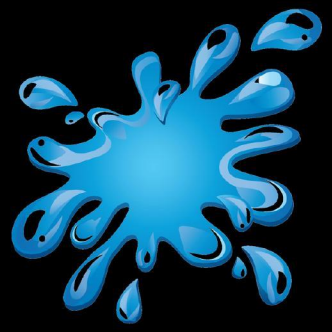
CAPTEC Engineering, Inc.
Civil Engineering Professionals

Purpose

- June 3, 2020 Flooding Event and Presentation by Timothy Voelker, PE on July 13, 2020
- Update Stormwater Master Plan to Develop Capital Improvement Projects (CIP) List
- Develop Roadmap for Future Improvements and Grants
- Focus on Sustainability and Resiliency

FLOODPLAIN AND STORMWATER MANAGEMENT

July 13, 2020





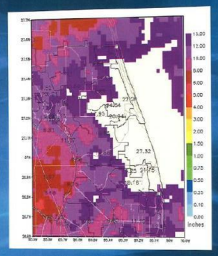
Revised Flood Insurance Rate Maps (FIRMs)

- Became effective on February 19, 2020
- Can be found on City of Stuart's Geographic Information Systems (GIS) website:

https://cityofstuart.us/493/Geographic-Information-Systems-GIS



Recent Rainfall



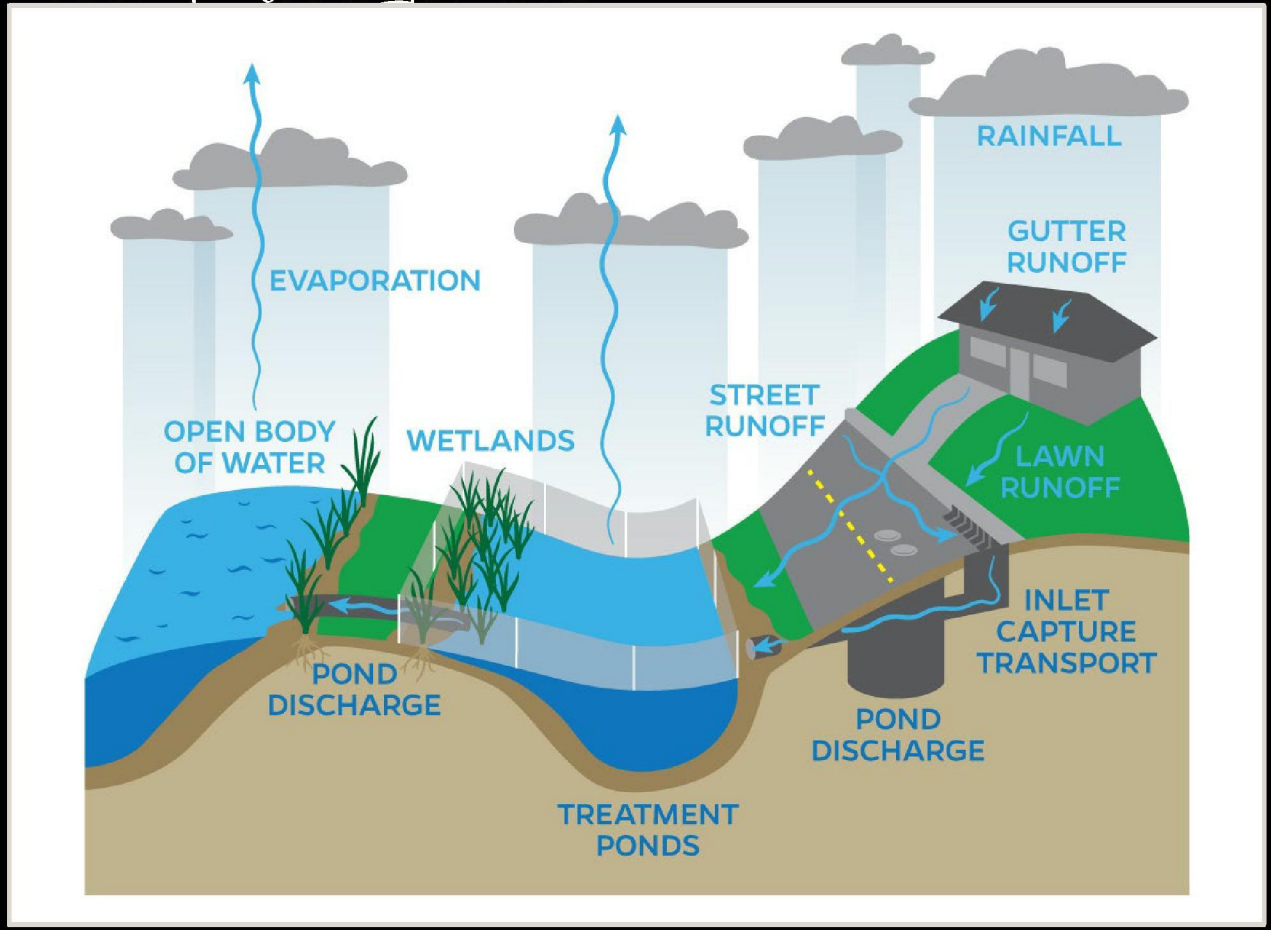
SFWMD 30 Day Rainfall – 20+ Inches for Stuart
May 11 to June 10, 2020

City of Stuart

- Section 6.03.00 of the Land Development Code specifies stormwater requirements
  - Water quality requirements
    - Same as SFWMD
  - Water quantity requirements
    - Same as SFWMD

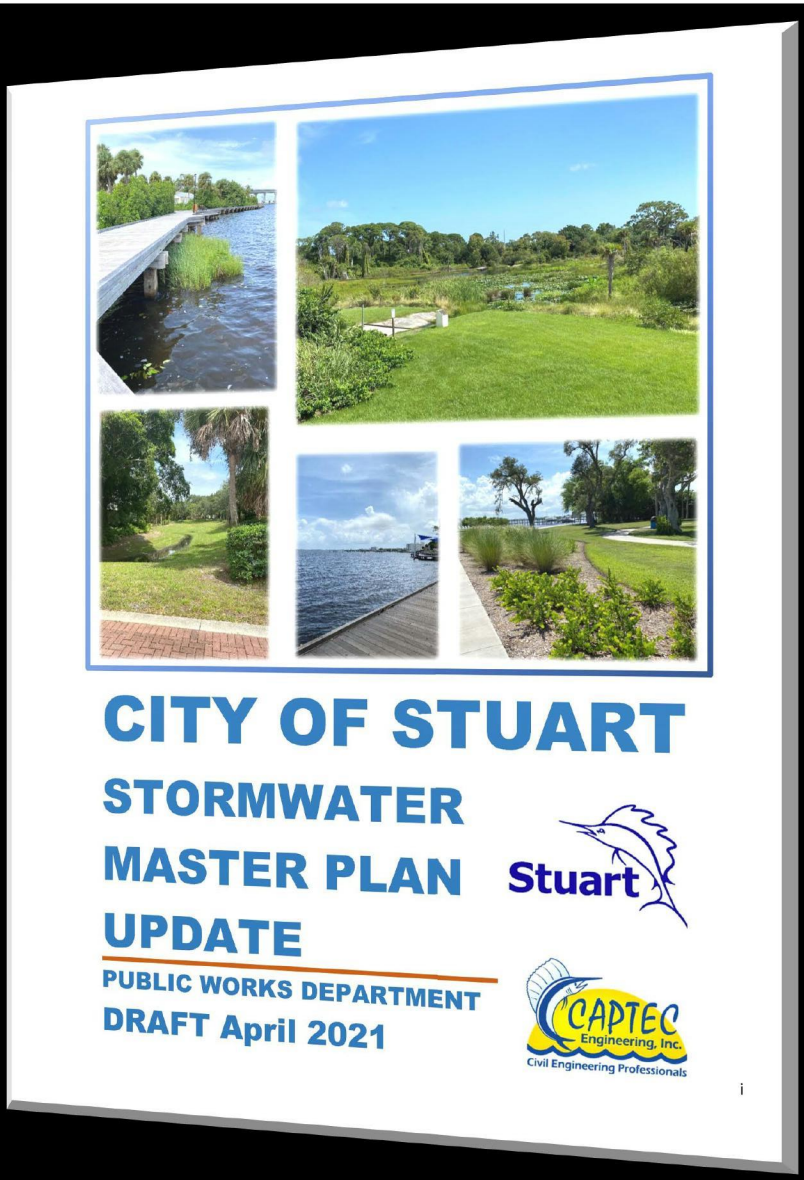
Components of Stormwater Management

1. **CONVEYANCE**
   - Pipes, curb and gutter, swales.
2. **STORAGE**
   - Detention / retention / treatment.
3. **DISCHARGE**
   - Release water at limited rate. Controls for sea level rise.



Outline of Master Plan

- **Chapter 1: Introduction**
  Location, stormwater goals
- **Chapter 2: Historical Review**
  Review of prior studies, GIS data, BMPs
- **Chapter 3: Project Identification**
  CIP Projects, Stakeholder Meetings, Basin Delineation
- **Chapter 4: Project Recommendations**
  Preliminary design and cost estimates
- **Chapter 5: Regulatory Review**
  Water quality, discharge, minimum site grades, infill development, resiliency/sea level rise, NFIP/CRS
- **Chapter 6: Stormwater Budget and Funding Options**
  Current funding for stormwater program
- **Chapter 7: Summary and Recommendations**



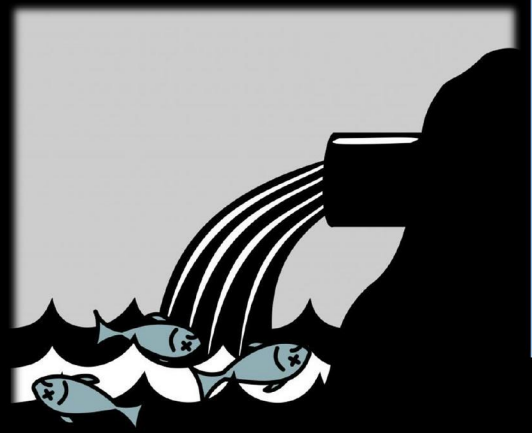
Chapter 1: Introduction

- **Components of a Stormwater Management Program**
  - Remove pollutants
  - Alleviate flooding
  - Educate the public
- **Strategic Goals**
  - Sustainability
  - Resiliency



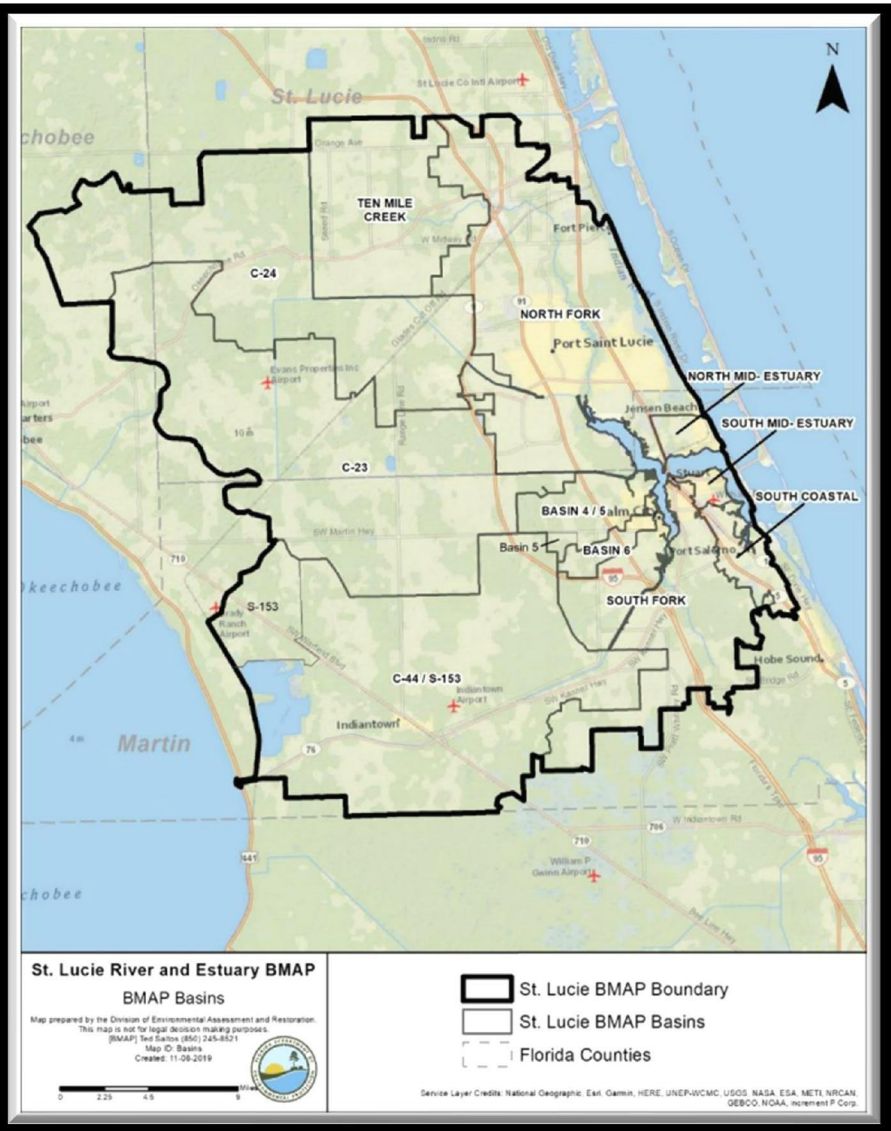






Chapter 2: Historical Review

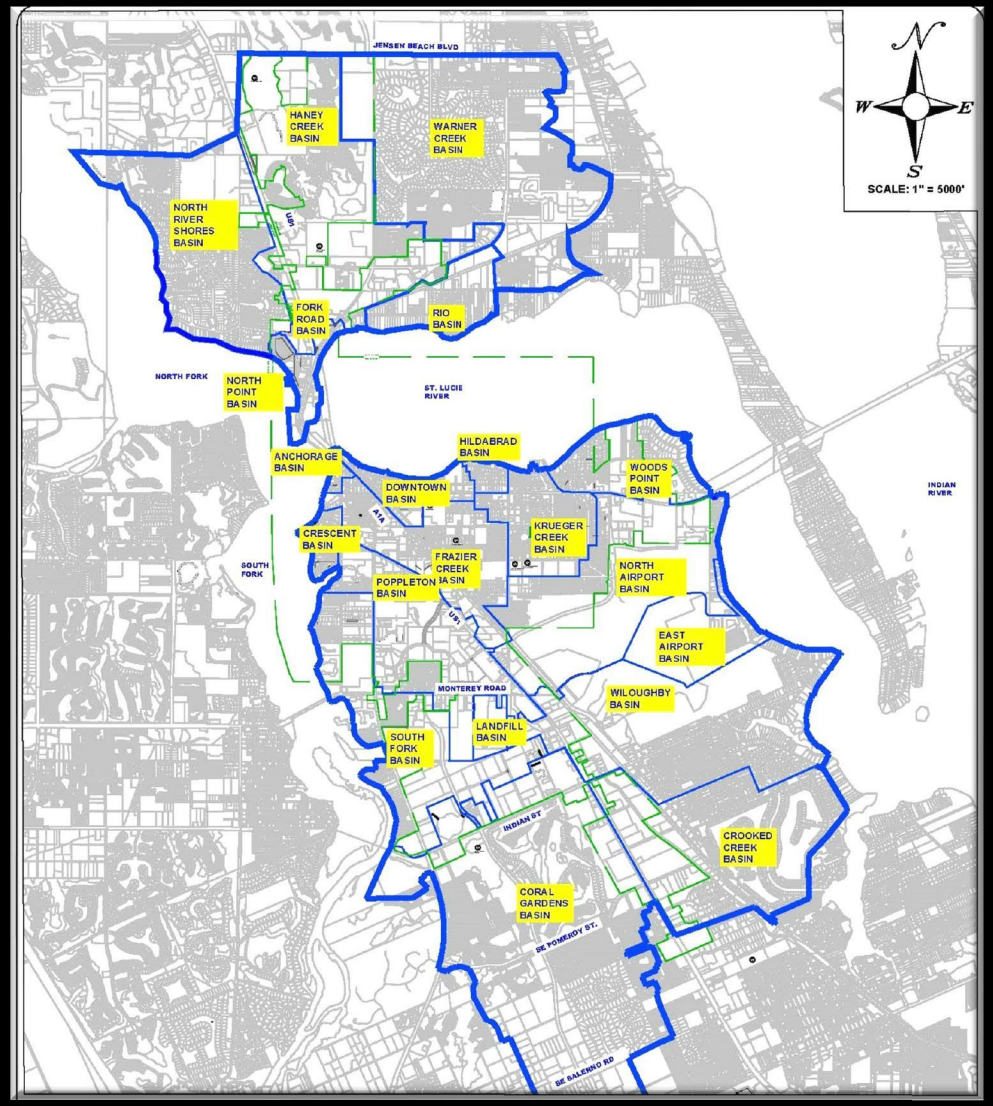
- **Update Previous Studies**
  - "City of Stuart, Florida, Stormwater Management and Capital Improvements Element", April 1993
  - "City of Stuart, Stormwater Master Plan Update(DRAFT)", May 2006
- **Basin Management Action Plan (BMAP) Review**
  - Program administered by FDEP for the St. Lucie River Estuary
  - City of Stuart lies within the North Fork, North Mid-Estuary, South Fork, South Mid-Estuary, and South Coastal basins
- **Review of Best Management Practices (BMPs)**
  - Structural: facilities constructed to provide control of stormwater runoff
  - Non-structural: public education, maintenance
  - New tools: pervious surfaces, septic-to-sewer, removal of nutrient-laden sediments, floc logs, sea level coastal valves, STAs, bioswales



BMAP BASIN MAP

Chapter 3: Project Identification

- **Drainage Basin Verification**
- **Capital Improvement Projects**
  - Previously identified projects
  - Identified by City of Stuart Personnel
  - Resident Complaints
- **Public Stakeholder Meetings**
  - Florida Department of Transportation
  - Martin County Public Works
  - South Florida Water Management District
  - Martin County School District



DRAINAGE BASIN MAP

Chapter 4: Project Recommendations

- **Projects Prioritized Based on:**
  - Structure Flooding
  - Cost Effectiveness
  - Relevance to City's Stormwater Goals
  - Benefit to City Residents
- **High, Medium, Low Priority**
- **Preliminary Design and Cost Estimate Prepared for Each Project**

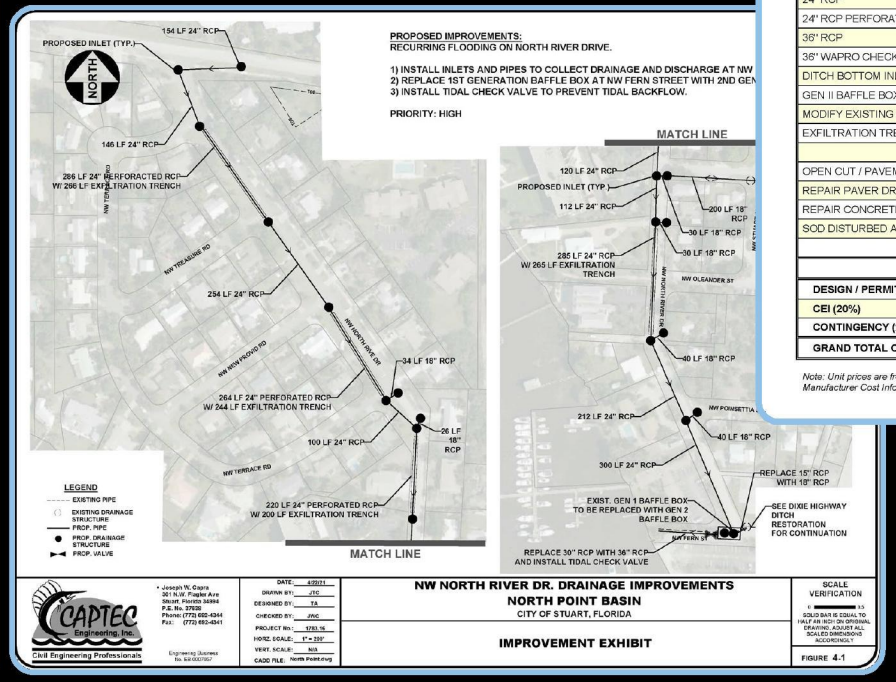
Table 4-1 NW North River Drive Drainage Improvements Cost Estimate

City of Stuart Stormwater Master Plan
Engineer's Probable Cost

NW NORTH RIVER DRIVE DRAINAGE IMPROVEMENTS

Item	Quantity	Unit	Unit Cost	Item Cost
MOBILIZATION (10%)	1	LS	$ 96,900.00	$ 96,900.00
SURVEY	1	LS	$ 20,000.00	$ 20,000.00
MAINTENANCE OF TRAFFIC (8%)	1	LS	$ 77,520.00	$ 77,520.00
EROSION CONTROL	4,500	LF	$ 1.50	$ 6,750.00
DEMOLITION, CLEARING, GRUBBING	2.00	AC	$ 15,000.00	$ 30,000.00
TESTING	1	LS	$ 3,000.00	$ 3,000.00
UTILITY ADJUSTMENTS	1	LS	$ 40,000.00	$ 40,000.00
15" RCP	200	LF	$ 60.00	$ 12,000.00
18" RCP	230	LF	$ 70.00	$ 16,100.00
24" RCP	512	LF	$ 90.00	$ 46,080.00
24" RCP PERFORATED	1,941	LF	$ 120.00	$ 232,920.00
36" RCP	150	LF	$ 120.00	$ 18,000.00
36" WAPRO CHECK VALVE (OR EQ)	1	EA	$ 24,000.00	$ 24,000.00
DITCH BOTTOM INLET	17	EA	$ 5,000.00	$ 85,000.00
GEN II BAFFLE BOX	1	EA	$ 50,000.00	$ 50,000.00
MODIFY EXISTING STRUCTURE	1	EA	$ 2,500.00	$ 2,500.00
EXFILTRATION TRENCH	975	LF	$ 50.00	$ 48,750.00
OPEN CUT / PAVEMENT RESTORATION	1,500	SY	$ 50.00	$ 75,000.00
REPAIR PAVER DRIVEWAY	50	SY	$ 200.00	$ 10,000.00
REPAIR CONCRETE DRIVEWAY	75	SY	$ 42.00	$ 3,150.00
SOD DISTURBED AREAS	9,680	SY	$ 3.00	$ 29,040.00
			Sub-total:	**$ 926,710.00**
DESIGN / PERMIT / BID (15%)			$	139,006.50
CEI (20%)			$	185,342.00
CONTINGENCY (20%)			$	185,342.00
GRAND TOTAL COST			$	1,436,400.50

Note: Unit prices are from FDOT 6 Month Moving Statewide Averages, Unit Prices from Previous Similar Projects, and Manufacturer Cost Information



NW North River Drive Drainage Improvements Project

Chapter 5: Regulatory Review

- **New Development**
- **Retrofit Projects**
- **What Level of Service is Being Met?**

New Development

- *What type of system: Private, City, County*
- *Utilize Criteria*
- *Add in maintenance element*

Retrofit Project Standards

- *Update current standards*
- *Storage / Conveyance / Discharge*
- *Water Quality and Water Quantity Criteria*

Level of Service

- *Criteria does not require design for all storm events (flash floods)*
- *Design allows for roadways to be under water during large storm events*

Chapter 5: Regulatory Review (continued)

- **Current City of Stuart Regulatory Criteria**
  - Water Quality
  - Flood Protection

Water Quality and Flood Protection Criteria

- *Wet Detention: 1 inch of runoff from developed project or total runoff from 2.5 inches times the percentage of impervious area; Dry Detention: 75% of computed wet detention volume; Dry Retention: 50% of computed wet detention volume*
  - **Martin County requires treatment of 3 inches of runoff across the project site**
  - **SFWMD requires a nutrient loading analysis, and storage of additional volume to provide a reduction in nutrient load discharge**
- *Discharge not to exceed pre-development discharge rates for 3-year/1-day, 5-year/1-day, 10-year/1-day, or 25-year/3-day storm events (***Criteria is generally consistent with surrounding regulatory agencies)**
- *Roadway grade: 3-year/1-hour storm elevation*
  - **Martin County requires roadway grades to be set at 10-year/1-day elevation for local roads, 25-year/1-day for major collector roads and 25-year/3-day for collector roads**
  - **SFWMD requires roadway grades to be set at the 5-year/24-hour storm elevation**
  - **St. Lucie County requires roadway grades to be set at the 10-year**
- *Parking lot grade: 5-year/1-hour storm elevation (***Criteria is generally consistent with surrounding municipalities)**
- *Minimum finished floor elevation: 2 feet above FEMA flood elevations or 18" above crown of street (***Criteria is generally consistent with surrounding municipalities)**

Chapter 5: Regulatory Review (continued)

- **Infill Development**
- **Resiliency and Sea Level Rise**
- **National Flood Insurance Program (NFIP)**

  A federally funded program established in 1968 to make flood insurance available at a reasonable cost for properties located in participating communities.
- **Community Rating System (CRS)**

  A program developed by FEMA to provide incentives for those communities in the Regular NFIP Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.
- **Other Regulatory Considerations**

Infill Development

- The City of Stuart recently passed Ordinance 2453-2021, establishing more stringent infill development standards

Resiliency and Sea Level Rise

- Separate grant funded Resiliency Study in process (2022 completion)
- Tidal check valves with backup pump stations
- Shoreline stabilization
- Raise building pads with re-builds (3+ feet by 2070)
- Increase in storm events and frequency

*"**Coastal Resilience** means building the ability of a community to "bounce back" after hazardous events such as hurricanes, coastal storms, and flooding – rather than simply reacting to impacts. " – National Ocean Service, NOAA*

National Flood Insurance Program and Community Rating System

- Largest flooding threats are severe rain events and King tides
- Participation in NFIP enables homeowners, business owners and renters to obtain flood insurance through NFIP

Other Regulatory Considerations

- Implement nutrient load analysis requirement to meet BMAP goals
- Implement criteria for acceptable stormwater calculations methodology
- Implement requirement for operation and maintenance of private stormwater facilities
- Current Level of Service may not protect from high intensity rainfall events (flash floods) (8/13/21: 9+ inches over 3 hours = 500 year event)
- Require on-site retention for infill and re-development projects to reduce downstream impacts

Chapter 6: Stormwater Budget and Funding Options

- **Funding**
  - Stormwater Utility
  - Grants

    Federal Grants: American Recovery Act, FEMA HMGP Grant

    State Grants: Federal Clean Water Act Section 319(h) Grant, Indian River Lagoon Council / National Estuary Program, FDEP FRCP Resilience Grant, SFWMD Co-Op Grant, State Water Quality Assistance Grant (SWAG), Florida Inland Navigation District Grant
  - Other Funding Options

Stormwater Utility Fee

- Current Fee is $7.00 per month per ERU
- Average Stormwater Utility Fee for comparable Florida municipalities is $7.99/month/ERU
- Stormwater Utility Fee should be consistently reviewed
- Stormwater Utility Fee used for Operation Expenses (maintenance of existing system, including 9 miles of storm pipe, 38 Baffle Boxes, 625 catch basins) and Personnel Services (3 full time positions), Sub-contract to continuing service providers
- More maintenance will be required as system grows older



Grants

- Grants should be aggressively pursued to leverage Stormwater Utility funds



Other Funding Options

- Ad Valorem Funds (Property Tax, MSTU)
- Clean Water State Revolving Fund
- Legislative Funding

Chapter 7: Summary and Recommendations

- **CIP List**
  - High Priority Projects $5.2 million
  - Medium Priority Projects $2.4 million
  - Low Priority Projects
  - $5.1 million

  TOTAL COST = $12.7million
- **Stormwater Utility Fund Continuous Rate Study Review Recommended**

Project (Source)	Priority	Cost (Estimated)	Basin (Project Type *)
NW North River Drive Drainage Improvements (1993 Study)	High	$1,437,000	North Point (D, BB)
NW Dixie Highway Ditch Restoration (New)	High	$681,000	Northpoint (D)
NW Dixie Highway Roadway Modification (New)	High	$511,000	Northpoint (D)
NW Wright Blvd Drainage and Water Quality Improvements (11-2-20 from COS)	High	$1,214,000	Northpoint (D, WQ)
NW Fork Road Drainage Improvements (1993 Study)	High	$192,000	Fork Road (D)
SE Tressler Drive Water Quality Improvements (1993 Study)	High	$248,000	Poppleton (WQ, BB)
SE Mango Place / SE Riverside Drive Drainage and Water Quality Improvements (11-2-20 from COS)	High	$690,000	Woodspoint (D, WQ, BB)
SW Dyer Drive Drainage Improvements (11-2-20 from COS)	High	$219,000	South Fork (D)
TOTAL COST FOR HIGH PRIORITY PROJECTS:		$5,192,000.00	

Current CIP List – High Priority Projects

Chapter 7: Summary and Recommendations (continued)

- **Aggressively Pursue Grants**
- **Revise Regulatory Criteria to Improve Water Quality, Flooding and Resiliency**

Project (Source)	Priority	Cost (Estimated)	Basin (Project Type *)
SW Riverview Avenue Drainage and Water Quality Improvements (1993 Study)	Medium	$389,000	Crescent (D, WQ, BB)
SE Detriot Avenue and SE Florida Avenue Baffle Boxes (COS)	Medium	$263,000	Downtown (BB)
Lake Charlotte Drainage Improvements (October 1995 Plan)	Medium	$154,000	Krueger (D)
SE Flamingo Avenue at Flamingo Pond and SE Pelican Drive Drainage Improvements (11-2-20 from COS)	Medium	$281,000	Woodspoint (D)
SW Indian Grove Drive Drainage and Water Quality Improvements (1993 Study)	Medium	$550,000	Poppleton (D, WQ, BB)
SE Central Parkway Drainage Improvements (11-2-20 from COS)	Medium	$89,000	Poppleton (D)
Stuart Business Park Drainage and Water Quality Improvements (Shared by City of Stuart,POA, Martin County, FDOT) (COS)	Medium	$624,000	Crooked Creek (D, WQ)
TOTAL COST FOR MEDIUM PRIORITY PROJECTS:		$2,350,000	

Project (Source)	Priority	Cost (Estimated)	Basin (Project Type *)
SW 3rd Street Drainage Improvements (11-2-20 from COS)	Low	$303,000	Anchorage (D)
SW Anchorage Way Baffle Box (11-2-20 from COS)	Low	$185,000	Anchorage (BB)
SE Georgia Avenue and SE Stypmann Boulevard at Sailfish Park Drainage Improvements (COS)	Low	$85,000	Downtown (D)
St. Lucie Estates (Krueger Creek East) Drainage Improvements (11-2-20 from COS)	Low	$862,000	Krueuger (D)
Frazier Creek Tributary Ditch Drainage Improvements (1993 Study)	Low	$465,000	Frazier (D)
SE Lincoln Avenue Drainage Improvements (11-2-20 from COS)	Low	$365,000	Frazier (D, BB)
SE Decker Avenue Drainage Improvements (11-2-20 from COS)	Low	$649,000	Frazier (D)
SE Ocean Avenue Drainage Improvements (11-2-20 from COS)	Low	$190,000	North Airport (D)
Poppleton Creek Water Quality Improvements (COS)	Low	$1,056,000	Poppleton (WQ)
SE Lonita Street / SE Villas Street Drainage Improvements (11-2-20 from COS)	Low	$273,000	Poppleton (D, BB)
SW South Carolina Drive Drainage Improvements (COS)	Low	$63,000	South Fork (D)
SE Ruhnke Street / SE Aster Lane Drainage Improvements (11-2-20 from COS)	Low	$520,000	Southfork (D)
TOTAL COST FOR LOW PRIORITY PROJECTS:		$5,016,000.00	

Current CIP List – Medium and Low Priority Projects

Questions?

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Susej Meleqi, Deputy Clerk

Title of Item:

APPROVAL OF 9/27/2021 SCM FINAL BUDGET & FINAL MILLAGE AND 9/27/2021 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
🗋	09272021 SCM Final Millage & Final Budget	10/5/2021	Attachment
🗋	09272021 CCM	10/5/2021	Attachment

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD September 27, 2021
AT 5:15 PM COMMISSION CHAMBERS
FINAL MILLAGE & FINAL BUDGET
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 Lieutenant George McLain

5:18PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

5:20 PM MOTION: Motion to approve the Agenda.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner Meier
Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max)

COMMISSION ACTION

1. FINAL MILLAGE FOR FY 2022:

RESOLUTION No. 102-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OF MARTIN COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF STUART IN MARTIN COUNTY FOR FISCAL YEAR 2022; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

David Dyess, City Manager read a Florida law clause and stated the two public hearings that took place in order to adopt the final millage rates and budget.

Mr. Dyess stated the roll back rate for FY 22 is 4.8201 mills. City proposed a millage rate for FY 22 of 5.0000 mills. Purpose of the increase is to fund current operations and accommodate normal increases in the cost of the operations.

5:22 PM MOTION: Move to approve.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Bruner
Motion approved unanimously.

2. FINAL BUDGET FOR FY 2022:

RESOLUTION No. 103-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OF MARTIN COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022, BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mr. Dyess stated the total adopted budget for General fund is $35,756,459.00. Mr. Dyess read the adopted budget total per each fund for the record.

5:25 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Bruner
Motion approved unanimously.

Commissioner Meier asked the City Manager to create a sheet of simple graphics on how the City is using the Federal American Rescue Plan A funds so we can communicate to the public how the City is putting the money to good use.

Mayor Clarke asked Mr. Dyess if the City put less, more or the same, money in the budget for first responders.

Mr. Dyess stated that the City did not reduce any funds.

5:27 PM ADJOURNMENT

_____ _____

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

Minutes to be approved at the Regular Commission Meeting this 11th day of October, 2021.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD September 27, 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 Lieutenant George McLain

5:35 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Mayor Bruner
- Commented on the Christmas Tree event last year and would like to see it again this year.

Commissioner McDonald
- Commented that the tree event was with the Realtor Association and it is returning.
- Ribbon Cutting event at Shepard's Park, complimented how great the park came out.
- Commented on the City Hall lobby and thanked Michelle Vicat, Executive Assistant to the City Manager for getting it done.

Commissioner Meier

- Request to pull Item #2 from Consent Calendar.
- Echoed comments on Shepard Park, happy with turnout.

Vice Mayor Matheson

- Also commented on Shepard's Park, pleased with outcome.
- Commented that he is interested in examining the City owned property, Duffy's building, and the docks and have City staff and law enforcement to ensure that boats within our City limits are following the pump out regulations.
- Expressed concerns about Brightline being implemented in early 2023, bridge will be down 45 minutes of the hour and only 15 minutes up. Concerned about the safety issues it will cause.
- Working on behalf of the City and Indian River Keeper board to take a board member from the South Florida Water Management governing board members to tour the river on October 6, 2021.
- Cyanobacteria was located at the S80 structure, reported from the Health Department.

Mayor Clarke

- Requested to pull item #5 from Consent Calendar for brief explanation.
- Announced East 10th Street Workshop, improvement to the MLK Jr. Blvd., encouraged public to come out and provide input.
- Requested to know who coordinates the Hobgoblin Parade.
- Complimented all for the Shepard Park Project; especially Jim Chrulski, Tim Voelker, and Mr. Leggett. Commented on the tree event and extending it throughout the community, Shepard's Park, 10th Street.
- Shuffleboard Court, facelift and making it a rental facility.
- Requested City Manager to provide an update on the underground project on Osceola.
- Announced that during the CRA Meeting, there was a conversation pertaining to Form Base Code, encouraged public input.

5:52 PM

COMMENTS BY CITY MANAGER

City Manager Dyess

- Announced that FPL agreed to hold off in switching the poles out in downtown. CRA was given the direction to engage with the designer consultant to move forward with the underground designing for the Osceola section.

Mike Mortell, City Attorney, reported on a petition of an Administrative Hearing challenging the processes and procedure use by the City for Future Land Use Maps, titled Cartwright vs. City of Stuart. It will be a public hearing at City Hall in the form of a public trial on November 15th, 16th and 17th. Currently conflicts with a Rivers Coalition Meeting, therefore, other location arrangements may be made.

Mortell also update stating that North Stuart Acquisitions filed lawsuit against City and read the Wherefore Clause from the complaint into the record. Provided a brief history of the complaint and noted a Shade Meeting will be scheduled for both.

APPROVAL OF AGENDA

5:56 PM MOTION: Motion to approve the Agenda pulling Items 2 and 5 from the Consent Calendar.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

5:57 PM

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) Richard Maneage - Lonita Street; Commented on petitions submitted to City about speed bumps. Mentioned that there is no storm sewers. Introduced two neighbors Kenneth Jordan and Jim Champaign.
2) William Rudge – Palm City Rd.; Commented on his questions from a previous meeting that he has not received answers for.
3) Albert Brinkley – Central Ave.; Stated he directed traffic this morning on MLK Jr. Blvd. this morning because people were scared to pull out near the daycare center.

6:07 PM

CONSENT CALENDAR

1. APPROVAL OF 09/13/2021 CCM MINUTES.

(PULLED) 2. ADOPT TRIANGLE DISTRICT MASTER PLAN AND DESIGNATING A NAME:

RESOLUTION No. 74-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND ADOPTING THE MASTER PLAN FOR THE "TRIANGLE" STUDY AREA AND DESIGNATING THE NAME OF THE STUDY AREA AS "TRIANGLE DISTRICT"; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. RATIFY SECOND-YEAR REOPENERS OF CBA BETWEEN CITY AND IAFF LOCAL 2411:

RESOLUTION No. 89-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE SECOND-YEAR REOPENERS OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PROFESSIONAL FIREFIGHTERS OF STUART, LOCAL 2411 (IAFF), EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. REQUEST TO SOLICIT RFP FOR EAST OCEAN REDEVELOPMENT:

RESOLUTION No. 97-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO SOLICIT RFP #2022-200, REDEVELOPMENT OF THREE ADJOINING PARCELS "OCEAN BLVD", FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(PULLED) 5. ADOPT APPENDIX A, FEES AND RATES:

RESOLUTION 100-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING APPENDIX "A" BY AMENDING CHAPTER 12, CHAPTER 22, CHAPTER 32. CHAPTER 34, AND CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

6. ENTER INTO A NEW INTERLOCAL AGREEMENT FOR FIRE RESCUE:

RESOLUTION No. 101-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART ("CITY") AND MARTIN COUNTY ("COUNTY") FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:08 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Bruner
Motion approved unanimously.

From Consent Calendar:

2. ADOPT TRIANGLE DISTRICT MASTER PLAN AND DESIGNATING A NAME:

RESOLUTION No. 74-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND ADOPTING THE MASTER PLAN FOR THE "TRIANGLE" STUDY AREA AND DESIGNATING THE NAME OF THE STUDY AREA AS "TRIANGLE DISTRICT"; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner Meier announced that he pulled this item for the benefit of the public, he spoke on the project, and gave insight on the improvements being done to the district.

6:10 PM MOTION: Motion to approve Resolution 74-2021.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner Meier
Motion approved unanimously.

5. ADOPT APPENDIX A, FEES AND RATES:

RESOLUTION No. 100-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING APPENDIX "A" BY AMENDING CHAPTER 12, CHAPTER 22, CHAPTER 32. CHAPTER 34, AND CHAPTER 42 OF THE CITY'S CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

City Manager Dyess discussed the changes being done in each chapter.

6:12 PM MOTION: Move to approve.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

6:13 PM

COMMISSION ACTION

7. AUTHORIZATION TO SELL OLD CITY LANDFILL PROPERTY:

RESOLUTION No. 69-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE SALE OF THE OLD CITY LANDFILL PROPERTY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND TO EXECUTE A VACANT LAND CONTRACT WITH THE PURCHASER, GOLDSTEIN KITE ENVIRONMENTAL, LLC AND/OR ASSIGNS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mike McCarty, McCarty and Assoc. Land Planning and Design, Michael Goldstein, and Kelly Kite, presented on the Goldstein Kite Environmental Redevelopment Team to include the founders and principals, acquisition and development of similar projects. Goldstein provided a report on the City's Old City Landfill property and the existence of the FDEP PFAS investigation, the incremental development costs at Goldstein Kites expense, and the past reuse study done by Captec Engineering. No indemnification, City not liable. Reviewed a grant opportunity, environmental insurance, and regulatory guidance.

6:56 PM Commissioner McDonald supports the idea of this project and requests Goldstein provide some details on the closing and the process prior to closing.

Mr. Goldstein provided information on the Phase 1 and 2 and they are then approved by the State to move forward with the cleanup plan. Mr. Goldstein noted that the City already is liable for what is at the site and that their company does not expect to find additional unexpected issues that they are not already aware of. Mr. Goldstein stated that he will not submit any data without City's consent and is willing to pay for a third party to review the data.

Commissioner Meier noted that the City is not the only municipality dealing with PFAS and PFOA and the City has not been able to find a partner to help manage it. Agrees that it is a liability but would like to see them do something about it. Reviewed the use of the land. Agrees that it's a potentially great opportunity.

Discussion continued amongst the Commissioners, Mr. Goldstein, and Mr. Kite.

7:48 PM Commissioner McDonald made a Motion, Meier Seconded followed by discussion.

8:15 PM Attorney Mortell noted to remove paragraph 11 of the Rider, which is "Delivery of Documents". Attorney Mortell stated that the City is subject to public records and expressed concerns about possible breach of contract as will not produce every record within the 45 days. Per discussion, Commissioner Meier withdrew his Second. Mr. Goldstein stated that they would remove it from the agreement and the records would be requested through a public records request instead.

7:48 PM MOTION: Move to move forward, buyer pay the title, not disclose any information to DEP without consent to City, pay for a third-party environmental consultant chosen by the City to review the data in advance, minimum of 5 acres reforested park, that any redevelopment ensures that any stormwater design complies with applicable standards (remediation plan - when they build).
[Clarification by Meier – 5 acres set aside for a park with forest elements as directed by Commission/staff.]
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
8:19 PM Commissioner Meier withdrew his Second, Motion Failed.

Attorney Mortell reviewed his issues of concern; noting the title issues are to be expected and the production of records, which has been solved, and that the City was going to obtain insurance to protect us during this process.

Commission reviewed and deliberated. Goldstein agreed to have the language on the agreement, paragraph 11, lines 142 to 144 be stricken from the agreement.

8:22 PM MOTION: Move to move forward, buyer pay the title, not disclose any information to DEP without consent to City, pay for a third-party environmental consultant chosen by the City to review the data in advance, 5 acres set aside for a park with forest elements, that any redevelopment ensures that any stormwater design complies with applicable standards remediation plan - when they build and striking paragraph 11, line 142 – 144.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Bruner
Motion approved unanimously. **8:34 PM**

8. MOU WITH UNITED WAY FOR BORN LEARNING TRAILS:

RESOLUTION 87-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNITED WAY OF MARTIN COUNTY

FOR THE INSTALLATION, PROMOTION AND MAINTENANCE OF BORN LEARNING TRAILS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Carol Houwaart-Diez, President/CEO of United Way of Martin County gave a brief presentation of what is "Born Learning Trail" and why it is important.

8:39 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.

9. ACCEPT THE US-1 CORRIDOR MASTER PLAN:

RESOLUTION No. 91-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND ACCEPTING THE MASTER PLAN FOR THE "US-1 CORRIDOR" STUDY AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Kevin Freeman, Director of Development introduced the plan and spoke on the study components and key recommendations.

8:44 PM MOTION: I move for approval.
MOVED BY: Commissioner Bruner
SECONDED BY: Commissioner McDonald
Motion approved 4-1
Matheson stepped away.

10. CREATING A ST. LUCIE RIVER SINKING FUND:

RESOLUTION 98-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CREATION OF A ST. LUCIE RIVER SINKING FUND; TO BE FUNDED FROM 1150.531 PROFESSIONAL SERVICES FISCAL YEAR ENDING BALANCE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Dyess explained what the St. Lucie River Sinking Fund would be created from.

Public Comment:

1) Helen McBride – Flamingo Ave.; Agrees with the sinking fund but is concerned due to the pending case that is being carried over to next year.

8:46 PM MOTION: I will make a motion to approve Resolution 98-2021 to create a St. Lucie River sinking fund.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner Meier
Motion approved unanimously.

11. EXECUTE A LETTER OF INTENT WITH HOUSING SOLUTIONS COUNCIL:

RESOLUTION No. 99-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A LETTER OF INTENT WITH THE HOUSING SOLUTIONS COUNCIL FOR A DUE DILIGENCE PERIOD OF ONE YEAR, NEGOTIATE A LAND LEASE AND RETURN TO COMMISSION FOR APPROVAL, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Mortell provided clarification in regard to the letter of intent and wants to ensure that the resolution also applies to the contract.

8:49 PM MOTION: I will move for approval.
MOVED BY: Commissioner Meier
SECONDED BY: Commissioner Bruner
Motion approved unanimously.

8:53 PM

ORDINANCE SECOND READING

12. ABANDONMENT OF A PORTION RIGHT-OF-WAY BETWEEN 16th COURT AND 18th STREET:

ORDINANCE No. 2474-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ABANDONMENT OF A CERTAIN RIGHT-OF-WAY WITHIN THE CITY LIMITS, BEING THAT PORTION OF LAND, WHICH LIES BETWEEN S.E.16TH COURT AND S.E. 18TH STREET, WHICH IS MORE FULLY DEPICTED IN EXHIBIT "A" ATTACHED HERETO, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mayor Clarke will not be voting and has file FORM 8B, noting a potential conflict due to her home address, prohibiting her from voting on this item.

8:54 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion approved 4/1 – Mayor abstained – See Form 8B.

8:55 PM

ORDINANCE FIRST READING

13. REQUEST TO CONTINUE THE ITEM WITH NO SET DATE: SPORTFISH MARINA UPUD:

REZONING TO UPUD (QUASI-JUDICIAL):

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 51 ROOM HOTEL, 64 SEAT RESTAURANT 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.

8:56 PM MOTION: Move to continue.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

14. REQUEST FOR THE ITEM TO BE CONTINUED TO THE NOVEMBER 8, 2021 CITY COMMISSION MEETING:

SILVERTHORN RPUD:

ORDINANCE No. 2472-2021; 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 CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "MULTI-FAMILY RESIDENTIAL" FOR A 9.43 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1527-97, OWNED BY TED GLASRUD ASSOCIATES FL LLC, LOCATED ON THE SOUTH EAST CORNER OF SE INDIAN STREET AND SE COMMERCE AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE SILVERTHORN RPUD CONSISTING OF EIGHTY SIX (86) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

8:58 PM MOTION: Move to continue to November 8, 2021.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

15. ADDITION OF A NEW PROPERTY RIGHTS ELEMENT TO THE COMPREHENSIVE PLAN:

ORDINANCE No. 2473-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING THE COMPREHENSIVE PLAN; ADDING ELEMENT 12 - A NEW PROPERTY RIGHTS ELEMENT; AMENDING ELEMENT 1 - FUTURE LAND USE ELEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Erin Wohlitka, Senior Planner presented on the Comprehensive Plan Amendment, reviewing the stricken language, and recommended that staff return to the Commission around the other pieces of this which is far more impactful on the Comp Plan and the Land Development Code and the way the City process development applications. Noted the State DEO will not accept any future land use amendments at this point and recommend moving forward as such with element 12 at this time.

Attorney Mortell noted that the LPA approved the item as well. Mortell stated that the County added one condition and it was the condition that made the minority control.

Vice Mayor Matheson commented on the policy and a discussion clarifying the elements, whether the City was rushing the change. Discussion continued amongst the Commissioners and Staff.

Public Comment:

1) Marcela Cambelor – ZOOM; Supports the motion and has worked with others that have made similar modifications. Commends the Commission for the motion.

9:16 PM MOTION: Motion to have policy and objections 1 - 4 as required by code and remove sections 5 on, as it is not required. And approve the staff's recommendation to modify the table of densities and intensities with respect to marine industrial.
MOVED BY: Commissioner Meier
SECONDED BY: Vice Mayor Matheson
Motion approved unanimously.

DISCUSSION AND DELIBERATION

9:25 PM ADJOURNMENT

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

Minutes to be approved at the Regular Commission Meeting this 11th day of October, 2021.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Tim Voelker, P.E. - Utilities & Engineering Director

Title of Item:

IRL LICENSE PLATE GRANT APPLICATION - TRESSLER DRIVE WATER QUALITY IMPROVEMENTS (RC):

RESOLUTION 73-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES & ENGINEERING DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR THE INDIAN RIVER LAGOON LICENSE PLATE FUNDING PROGRAM TO PROVIDE FUNDING FOR THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida legislature established the Florida Indian River Lagoon License Plate in 1996 to help restore and protect this unique lagoon system. Funds generated from sales of these license plates are used to support habitat restoration, water quality improvement, and environmental education projects. The South Florida Water Management District is responsible for administering Indian River Lagoon License Plate funds for projects in St. Lucie, Martin, and Palm Beach counties. The South Florida Water Management District issued RFP 6000001273 – Indian River Lagoon License Tag Fund (Re-solicitation) on Monday September 13, 2021. The application deadline is Wednesday October 13, 2021.

The Utilities & Engineering Department is requesting authorization to apply for funding in the amount of $89,980 for the Tressler Drive Water Quality Improvement Project through the Indian River Lagoon License Plate Funding Program. The Tressler Drive Water Quality Improvement Project will redirect stormwater runoff to a treatment train, where a baffle box will provide nutrient and sediment removal. The baffle box will discharge to a bioswale, which will provide retention and removal of additional nutrients and sediment prior to discharge to Poppleton Creek and ultimately to the St. Lucie River. It is estimated that 40.92 pounds per year of Total Nitrogen (TN) and 7.67 pounds per year of Total Phosphorus (TP) will be kept from entering the lagoon.

Funding Source:

Project has been budgeted for FY22 in the amount of $190,000. $80,000 will be reimbursed by the Indian River Lagoon Council (previously awarded grant) and the remaining $110,000 will be funded through the City's Stormwater Enterprise Fund. Any funding received from the Indian River Lagoon License Plate grant will reduce the $110,000 from the City's Stormwater Enterprise Fund.

Recommended Action:

Move approval of Resolution No. 73-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 73-2021	9/27/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 73-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES & ENGINEERING DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR THE INDIAN RIVER LAGOON LICENSE PLATE FUNDING PROGRAM TO PROVIDE FUNDING FOR THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Florida legislature established the Florida Indian River Lagoon License Plate in 1996 to help restore and protect this unique lagoon system. Funds generated from sales of these license plates are used to support habitat restoration, water quality improvement, and environmental education projects; and

WHEREAS, the South Florida Water Management District is responsible for administering Indian River Lagoon License Plate funds for projects in St. Lucie, Martin, and Palm Beach counties; and

WHEREAS, the City of Stuart continues to implement strategies to improve the quality of stormwater runoff entering the St. Lucie River to advance toward BMAP goals and improving water quality of the St. Lucie River and Estuary; and

WHEREAS, the Tressler Drive Water Quality Improvement project is estimated to reduce the Total Nitrogen (TN) by 40.92 pounds per year and Total Phosphorus (TP) by 7.67 pounds per year from entering the Indian River Lagoon.

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

SECTION 1: The Utilities & Engineering Director is hereby authorized and directed to submit a grant application for the Indian River Lagoon License Plate Funding Program to provide funding for the Tressler Drive Water Quality Improvement project.

SECTION 2: This resolution shall take effect on adoption.

Resolution No. 73-2021
IRL License Plate Grant Application for Tressler Drive Water Quality Improvements

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 11th day of October, 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: 10/11/2021 **Prepared by:** jchrulski

Title of Item:

ACCEPT COST OF LIVING ADJUSTMENT - CHILDREN'S SERVICE COUNCIL GRANT (RC):

RESOLUTION No. 78-2021 BUDGET AMENDMENT No. 01-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, AUTHORIZING BUDGET AMENDMENT #1 TO THE 2022 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION AND ACCEPTING A COST OF LIVING ADJUSTMENT (COLA) CONTRIBUTION IN THE AMOUNT OF $10,507.49 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; AUTHORIZING THE EXPENDITURE OF THE NEW GRANT CONTRIBUTION IN ACCORDANCE WITH THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Children's Service Council of Martin County awarded a Cost of Living Adjustment to the City of Stuart's East Stuart Youth Initiative 'After School Program' in the amount of $10,507.49 for FY22.

Resolution 78-2021 modifies R63-2021 authorizing Community Services the acceptance and expenditure of the additional grant revenue.

Funding Source:

Additional COLA revenue from CSCMC in the amount of $10,507.49 for FY22 added to the following departments:

Accounts
1242 - $9,097.67 Community Services Dept. (Recreation Division)
1190 - $1,409.82 Police Department

Total COLA - $ 10,507.49

1240 FY22 TOTAL $ 341,917.67
1242 FY22 TOTAL $ 48,403.82

TOTAL FY22 $ 390,321.49

Recommended Action:

Move approval of R78-202, BA No. 01

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R78-2021 BA No. 01 CSCMC COLA Increase - Community Services Department	8/31/2021	Resolution add to Y drive
🗋	R63-2021 CSCMC Apply/Accept Grant	8/12/2021	Attachment
🗋	FY22 CSCMC Parks Rec.Grant - Including COLA	9/30/2021	Attachment
🗋	FY22 CSCMC PD Grant - Including COLA	9/30/2021	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 78-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, AUTHORIZING BUDGET AMENDMENT #1 TO THE 2022 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION AND ACCEPTING A COST OF LIVING ADJUSTMENT (COLA) CONTRIBUTION IN THE AMOUNT OF $ 10,507.49 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; AUTHORIZING THE EXPENDITURE OF THE NEW GRANT CONTRIBUTION IN ACCORDANCE WITH THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is committed to providing quality recreation and education programming for youth; and

WHEREAS, the Children's Services Council of Martin County, an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida has been awarded a grant for the East Stuart Initiative After School Program since 2003; and

WHEREAS, the City of Stuart's Community Services Department is the lead grant administrator and is modifying the grant from the Children's Services Council of Martin County

from $379,814.00 to $390,321.49 which includes the additional $10,507.49 COLA, granted for Fiscal Year 2022 applied to underwrite the East Stuart Youth Initiative after-school program at the 10th Street Community Center.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes a Cost-of-Living Adjustment contribution from the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative Grant program.

SECTION 2: The City Commission further authorizes the Community Services Department and Police Department to allocate the new funds in accordance with the terms of the grant and the provision of any services rendered thereby.

SECTION 3: This resolution shall take effect upon adoption.

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

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

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 63-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPLY AS THE LEAD AGENCY WITH THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN SERVICES COUNCIL GRANT, AND EMERGENCY FUNDING; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida is committed to providing quality recreation and education programming for youth; and

WHEREAS, the Children's Services Council of Martin County, an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida has been awarded a grant for the East Stuart Initiative After School Program since 2003; and

WHEREAS, the City of Stuart's Community Services Department is the lead grant administrator and is to accept a grant from the Children's Services Council in the amount of

$379,814.00 for Fiscal Year 2022 East Stuart Youth Initiative after-school program at the 10th Street Community Center.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes a formal grant application to the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The City Commission further authorizes the Community Services Department and Police Department to execute contracts with CSCMC necessary for the administration of grant award funds and services rendered thereby.

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

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

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

SECTION 5: This resolution shall take effect upon adoption.

Commissioner _____ 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				
MICHAEL J. 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

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

I. PURPOSE

The Children's Services Council of Martin County, hereinafter referred to as "CSCMC", and City of Stuart Community Services Department - East Stuart Youth Initiative, hereinafter referred to as "Provider", enter into this mutual Contract, including all its Attachments referred to herein for the period commencing **October 1, 2021, and extending through September 30, 2022.**

II. STAFF

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

III. SERVICES

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

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

_____ (Provider's President / C.E.O., or equivalent Initials)

_____ (Provider's Board of Directors Chair/President Initials)

IV. FUNDS

1. The budget for both CSCMC and other funds (if any) for accomplishing the above stated services are set forth in the approved Budget which is included in this contract. CSCMC agrees to reimburse up to **$341,917.67** for actual costs incurred for services rendered pursuant to and in accordance with this Contract.
2. All grant allocations are payable from funds appropriated on an annual basis. Notwithstanding anything to the contrary in this Contract, the obligation of CSCMC to provide funding for any year is subject to annual budget and appropriation.

V. METHOD OF PAYMENT

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

VI. TERMINATION

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

VII. INDEMNIFICATION, HOLD HARMLESS; LIABILITY

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

VIII. COMMENCEMENT OF PAYMENT

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

IX. SPECIAL CONDITIONS

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

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

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

--- Provider will attend both (2 of 2) Prime Time Martin County-based professional development trainings and the Prime Time Annual Symposium as well as recommended training events, via a minimum of two (2) OST staff per OST program site. Recommend OST programs prioritize sending new staff to the trainings whenever possible with the ultimate goal of having all staff trained to increase overall program quality.

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

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

--- The Performance Measurement pertaining to the Martin County School District Benchmark Advance results will not be factored into the overall calculation of the CSCMC End-of-Year Performance Report for the 2021-2022 contract year.

--- Summer Slide Prevention support is a mandatory programming component. Academic ELA/Literacy support services must be delivered by certified teachers. Summer slide prevention support services provided must focus on ELA/Literacy topics. At a minimum, kindergarten, first and second grade students must be included in the summer slide support services.

X. CONTRACT COMPONENTS AND REVISIONS

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

XI. CONTRACT WAIVER

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

XII. ASSIGNMENTS AND SUBCONTRACTS

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

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

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

XIII. NONDISCRIMINATION POLICY

The Provider agrees that it does not and shall not discriminate against any person on the grounds of race, color, gender, disability, national origin, ancestry, age, religion, marital status, sexual orientation, veteran's status, familial status, gender identity or expression, or political belief in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff; provision of benefits; selection of volunteers, vendors or subcontractors; or admission to, participation in, or receipt of the services and benefits of any of its CSCMC-funded programs and activities. The Provider also agrees to maintain reasonable access for persons with disabilities. These conditions apply whether the services and benefits are carried out by the Provider directly or through a CSCMC-funded Subcontractor. CSCMC and its funded programs may designate services for specific target populations, based on the identified community needs, per the current CSCMC Strategic Plan.

XIV. PUBLIC RECORDS RETENTION

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

XV. PUBLIC RECORDS LAW COMPLIANCE

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

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

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

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

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

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

XVI. TRANSPORTATION

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

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

XVII. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Contract, including its Attachments and other incorporated documents, contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract. No other agreements regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
2. Severability. If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
3. No Third-Party Benefits. The parties to this Contract do not intend any provision of this Contract to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.
4. Sovereign Immunity. This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSCMC under the laws or Constitution of the State of Florida.
5. Compliance with Laws. In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules and regulations. During the term of this Contract, the Provider shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If the CSCMC becomes aware that a Provider's corporate status has been administratively dissolved or is otherwise not active, the CSCMC may terminate the Contract if the Provider does not have its corporate status reinstated within thirty (30) days written notice by the CSCMC.
6. Waiver of Jury Trial and Remedies. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
7. Public Entity Crimes. The Provider acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or replay on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for Category Two (currently $35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list.
8. Time. Time is of the essence in all respects under this Contract.
9. Scrutinized Companies.
    1. Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel and shall execute the CSCMC's "Provider Certification Form Regarding Scrutinized Companies". Pursuant to section 287.135, Florida Statutes, the CSCMC may immediately terminate this Contract, at its sole option, if the Provider or any of its subcontractors are found to have submitted a false certification; or if the Provider or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
    2. The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
    3. The Provider agrees that the certifications in this section shall be effective and relied upon by the CSCMC for the term of this Contract, including any and all renewals.

4. The Provider agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Provider shall immediately notify the CSCMC of the same.
5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10. Notices. All notices required to be given pursuant to this Contract shall be sent or delivered to the following addresses: CSCMC at 101 S.E. Central Parkway, Stuart, Florida 34994.
11. E-Verify - Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Provider shall:
    1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
    2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
    3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
    4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
    5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
    6. Be aware that if the CSCMC terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Provider may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CSCMC as a result of the termination of the Agreement.

PERFORMANCE MEASUREMENTS
FY 2021-2022

Participant Level Performance Measurements (CDG)

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

Performance Measure ID	Performance Measure Description	Target Level %
1367	Participants who regularly attend the program (8 or more days per month) will have no new referrals to the Department of Juvenile Justice while enrolled in the program, as measured by DJJ data at the end of the academic year. Measured by the % of Afterschool and prior Summer enrollees that meet or exceed set attendance rate, with a new DJJ referral (of any type) during academic year. Provide same data for participants that attend below set attendance rate.	90%
2690	Eligible members will attend a minimum of 75% of the total number of Summer Slide sessions. Verified via record of attendance of each Summer Camp participant.	75%
2776	Youth who participate in the Individual Success Program will not have a subsequent suspension within the same contract year, as measured by program attendance roster and behavior report.	60%
2849	Participants who complete one, two or three of the Botvin K-2 Bully Stopper activities will improve in the number of correct responses, any point value, in comparing total post- to total pre-score.	85%
2850	Participants who complete the Botvin LifeSkills Elementary School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2851	Participants who complete the Botvin LifeSkills Elementary School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2852	Participants who complete the Botvin LifeSkills Middle School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2853	Participants who complete the Botvin LifeSkills Middle School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%

Performance Measure ID	Performance Measure Description	Target Level %
2854	Participants who complete the Botvin LifeSkills High School (Section B) curricula will improve overall knowledge (anti-smoking, life skills) as measured by improved score on post-test, of any point value increase above pre-score.	85%
2855	Participants who complete the Botvin LifeSkills High School (Section C) curricula will increase anti-drinking, anti-smoking attitudes as measured by improved score on post-test of any point value increase above pre-score.	85%
2884	100% of MCSD students in grades K through 5 will score a 60% or higher on the Benchmark Advance Interim Assessment 4.	100%

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3804	Strategies to Promote Inclusion of All Members, Especially Among Sedentary Youth: Describe the strategies staff implemented to promote inclusion of all youth in physical activities, especially sedentary youth. Some recommendations are included in the SPARK After School Curriculum such as emphasize cooperative games and play; de-emphasize competition, incorporate music and rhythms to assist in motivating participants. Describe any training or supervision provided to staff on how to incorporate Inclusion Strategies into physical activity programming.
MPM-3805	Upon contract year-end, report the number and percentage of child/youth participants that passed the Basic Water Safety Skills assessment. (Report-out only status.)
MPM-3830	By the mid-year review visit, submit a brief plan that describes how CSCMC allocated Summer Slide prevention funds will be used, per the contracted Special Condition. Please include the language and literacy-focused activities and/or curriculum, staff credentials/name of contracted academic support provider, tentative schedule and minimum hours of exposure available per age/grade, skills focus (e.g., fluency, sight words, phonemics, etc.) and, if applicable, measurements of skills that will be collected.
MPM-3831	At contract year-end, submit a brief narrative that describes the program's Summer Slide prevention language/literacy activities, including number of children served, by age/grade, hours of exposure made available per age/grade, and, as available, a summary of skills assessment data.

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

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

Secondary Participants

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

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

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

Minimum Service Level ID	Minimum Service Level Description

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

CURRENT & PROPOSED OPERATING BUDGET
(ROUND NUMBERS UP TO THE NEAREST DOLLAR)

ACCT# TITLE	(1) 1020-0921 PROG. BUDG.	(2) 2021-2022 PROG. BUDG.	(3) % CHG.	(4) 1020-0921 ORIG. ALLOC.	(5) 2021-2022 ORIG. ALLOC.	(6) % CHG.
Salary Accounts:						
569.120 Regular Salaries and Wages	$0.00	$348,892.30	100.00%	$0.00	$283,140.80	100.00%
Total Salary:	**$0.00**	**$348,892.30**	**100.00%**	**$0.00**	**$283,140.80**	**100.00%**
Fringe Accounts:						
569.210 FICA	$0.00	$26,690.25	100.00%	$0.00	$21,660.26	100.00%
569.220 Retirement Contributions	$0.00	$37,591.93	100.00%	$0.00	$0.00	0.00%
569.230 Life and Health Insurance	$0.00	$12,876.70	100.00%	$0.00	$0.00	0.00%
569.240 Workers Compensation	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.250 Unemployment Compensation	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
Total Fringe:	**$0.00**	**$77,158.88**	**100.00%**	**$0.00**	**$21,660.26**	**100.00%**
Operating Expense Accounts:						
569.260 Travel/Transportation	$0.00	$3,920.00	100.00%	$0.00	$0.00	0.00%
569.270 Conference/Training	$0.00	$2,170.00	100.00%	$0.00	$0.00	0.00%
569.280 Office Supplies	$0.00	$5,416.70	100.00%	$0.00	$2,708.35	100.00%
569.290 Telephone	$0.00	$2,365.30	100.00%	$0.00	$0.00	0.00%
569.300 Postage	$0.00	$50.00	100.00%	$0.00	$0.00	0.00%

ACCT# TITLE	(1) 1020-0921 PROG. BUDG.	(2) 2021-2022 PROG. BUDG.	(3) % CHG.	(4) 1020-0921 ORIG. ALLOC.	(5) 2021-2022 ORIG. ALLOC.	(6) % CHG.
569.310 Utilities	$0.00	$30,000.00	100.00%	$0.00	$0.00	0.00%
569.320 Occupancy (Building & Grounds)	$0.00	$16,850.00	100.00%	$0.00	$0.00	0.00%
569.330 Printing & Copying	$0.00	$1,300.00	100.00%	$0.00	$0.00	0.00%
569.340 Dues/Memberships	$0.00	$1,190.00	100.00%	$0.00	$0.00	0.00%
569.350 Insurance	$0.00	$3,976.00	100.00%	$0.00	$0.00	0.00%
569.360 Equipment Rental/Lease & Maintenance	$0.00	$1,700.00	100.00%	$0.00	$0.00	0.00%
569.390 Professional Fees	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.400 Books/Subscriptions	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.420 Administrative Cost	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.430 Audit	$0.00	$1,530.00	100.00%	$0.00	$0.00	0.00%
569.440 Specific Assistance to Individuals	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.450 Other/Miscellaneous	$0.00	$1,200.00	100.00%	$0.00	$0.00	0.00%
569.460 Other/Contract	$0.00	$46,195.00	100.00%	$0.00	$16,168.26	100.00%
569.470 Program Supplies	$0.00	$30,400.00	100.00%	$0.00	$18,240.00	100.00%
569.480 Other/Special Project	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.490 COVID-19 Salaries & Fringe	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.500 COVID-19 Operating Expenses	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
Total Operating Expense:	**$0.00**	**$148,263.00**	**100.00%**	**$0.00**	**$37,116.61**	**100.00%**
Total Program Expenses:	**$0.00**	**$574,314.18**	**100.00%**	**$0.00**	**$341,917.67**	**100.00%**

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

SALARY AND FRINGE PREPARATION
FISCAL YEAR 2021-2022

Position	**Staff**	% Time Hrs/Wk # Wks	**Gross Salary** 2021-2022	**Salary In** Program 2021-2022	**Fringe In** Program 2021-2022	CSCMC Request For **Salary** 2021-2022	CSCMC Request For **Fringe** 2021-2022	Salary **Funding %** 2021-2022
Administrative & Programs Supervisor (2167) (2106)	Butler, DarMonique (2203)	65% 40 52	$50,530.00	$32,844.50	$9,832.30	$32,844.50	$2,512.60	100.00%
After School Program Leader (2169) (2108)	Sands, Monica (2385)	80% 40 52	$39,061.00	$31,248.80	$10,411.22	$31,248.80	$2,390.53	100.00%
Behavioral Support Specialist (1997) (1919)	Rivera, Jacklyn (2447)	100% 30 52	$35,131.20	$35,131.20	$6,471.17	$35,131.20	$2,687.54	100.00%
Division Manager (1995) (1917)	McHenry, Julie (2287)	50% 40 52	$65,000.00	$32,500.00	$9,278.10	$32,500.00	$2,486.25	100.00%
Division Manager (1995) (2182)	McHenry, Julie (1796)	50% 40	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%
Office Assistant (1647) (1594)	Serrano, Tonia (2566)	50% 30 52	$24,055.20	$12,027.60	$2,215.48	$12,027.60	$920.11	100.00%
Rec Leader (1800) (1738)	Pool, misc (1947)	100% 40 52	$195,685.00	$195,685.00	$36,045.17	$129,933.50	$9,939.91	66.40%
Recreation Programs Supervisor (2168) (2107)	Tharp, Jessica (2366)	20% 40 52	$47,276.00	$9,455.20	$2,905.44	$9,455.20	$723.32	100.00%
	TOTALS:		**$456,738.40**	**$348,892.30**	**$77,158.88**	**$283,140.80**	**$21,660.26**	**81.15%**

PROGRAM BUDGET REPORT
FISCAL YEAR 2021-2022

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
Salary and Fringe Narrative					
569.120	Regular Salaries and Wages	Division Manager is full-time with 15% time spent in program at $60,798 ($9,147 paid by CSC; $51,831 paid by COS); Program Supervisor is full-time with 75% time spent in program at $40,000 ($30,000 paid by CSC; $10,000 paid by COS); Program Leader pool is 2 full-time positions with 85% time spent in program at $63,777 ($54,210 paid by CSC; $9,567 paid by COS); Behavioral Program Specialist is part-time with 100% time spent in program at $25,571($25,571 paid by CSC); Recreation Leader Pool is 8 part-time positions with 100% time spent in program at $133,344 ($116,794 paid by CSC; $24,198 paid by COS) Office Assistant is full-time with 75% of time spent in the program at $31,075 ($23,307 paid by CSC; $7,769 paid by COS)	$348,892.30	$283,140.80	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$65,751.50			
		Total: $65,751.50			
569.210	FICA		$26,690.25	$21,660.26	$0.00
	Other Funders				

Account #	Account Name	Narrative		Program Budget	CSC Allocation	Amended CSC
	Funding Organization		**Amount**			
	City of Stuart		$5,029.99			
		Total:	**$5,029.99**			
569.220	Retirement Contributions			$37,591.93	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
	City of Stuart		$37,591.91			
		Total:	**$37,591.91**			
569.230	Life and Health Insurance			$12,876.70	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
	City of Stuart		$12,876.70			
		Total:	**$12,876.70**			
569.240	Workers Compensation			$0.00	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
		Total:	**$0.00**			
569.250	Unemployment Compensation			$0.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Other Funders				
	Funding Organization	**Amount**			
		Total: **$0.00**			
		Salary and Fringe Totals:	**$426,051.18**	**$304,801.06**	**$0.00**
Operating Expense Budget Narrative					
569.260	Travel/Transportation	FRPA Conference travel: hotel and meal ($2520.00) Afterschool symposium travel/Staff and Director's Credentials: hotel and meal ($1,400.00) $2520.00+$1,400.00=$3920.00 Original Budget Calculation 2520+1400	$3,920.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$3,920.00			
		Total: **$3,920.00**			
569.270	Conference/Training	Florida Parks & Recreation Conference Registration ($960.00); DCF Trainings ($300.00); Afterschool symposium ($600.00); CPRP (310.00) Original Budget Calculation 960+300+600+310	$2,170.00	$0.00	$0.00
	Other Funders				

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Funding Organization	**Amount**			
	City of Stuart	$2,170.00			
		Total: $2,170.00			
569.280	Office Supplies	Office Supplies; paper ($600.00); ink ($1,500.00); Misc. Office Supplies ($900) :Tables & Chairs ($2200) : First Aid Supplies ($216.70) : Original Budget Calculation 600+1500+900+2200+216.70	$5,416.70	$2,708.35	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$2,708.35			
		Total: $2,708.35			
569.290	Telephone	Long distance service ($373.30); Cell Phone Service ($1992) : Original Budget Calculation 373.30+1992	$2,365.30	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$2,365.32			
		Total: $2,365.32			
569.300	Postage	Postage ($50)	$50.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
		Original Budget Calculation 50			
		Other Funders			
		Funding Organization **Amount**			
		City of Stuart $50.00			
		Total: $50.00			
569.310	Utilities	Utilities (30,000) Original Budget Calculation 30000.00	$30,000.00	$0.00	$0.00
		Other Funders			
		Funding Organization **Amount**			
		City of Stuart $30,000.00			
		Total: $30,000.00			
569.320	Occupancy (Building & Grounds)	Security Alarm ($700); Fire Alarm ($300); Inspection ($350); Misc. Repair & Maintenance: ($7,500): vehicle repair and wash ($1,000) A/C Systems replacement ($7,000). Original Budget Calculation 700+300+350+7500+1000+7000	$16,850.00	$0.00	$0.00
		Other Funders			
		Funding Organization **Amount**			
		City of Stuart $16,850.00			

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
		Total: $16,850.00			
569.330	Printing & Copying	Afterschool brochures ($300); community center brochures ($600); promotional printing ($400) Original Budget Calculation 300+600+400	$1,300.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$1,300.00			
		Total: $1,300.00			
569.340	Dues/Memberships	MCIAC ($135); FPRA membership dues ($480); BJ 's Wholesale Club dues ($65); Netflix ($190); NAYS ($25); Canva ($120.00); NRPA ($175) Original Budget Calculation 135+480+65+190+25+120+175	$1,190.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$1,190.00			
		Total: $1,190.00			
569.350	Insurance	General liability ($3976.00) Original Budget Calculation 3976.00	$3,976.00	$0.00	$0.00
	Other Funders				

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Funding Organization	**Amount**			
	City of Stuart	$3,976.00			
		Total: $3,976.00			
569.360	Equipment Rental/Lease & Maintenance	Copier lease & usage ($1,700) Original Budget Calculation 1700	$1,700.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$1,700.00			
		Total: $1,700.00			
569.390	Professional Fees	Original Budget Calculation	$0.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			
569.400	Books/Subscriptions	Original Budget Calculation	$0.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
569.420	Administrative Cost	Original Budget Calculation **Other Funders** **Funding Organization** **Amount** **Total:** **$0.00**	$0.00	$0.00	$0.00
569.430	Audit	Audit ($1530) Original Budget Calculation 1530 **Other Funders** **Funding Organization** **Amount** City of Stuart $1,530.00 **Total:** **$1,530.00**	$1,530.00	$0.00	$0.00
569.440	Specific Assistance to Individuals	Original Budget Calculation **Other Funders** **Funding Organization** **Amount** **Total:** **$0.00**	$0.00	$0.00	$0.00
569.450	Other/Miscellaneous	Drug screens $40*30 youth (afterschool & YIO programs) ($1200) Original Budget Calculation 1200	$1,200.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$1,200.00			
		Total: $1,200.00			
569.460	Other/Contract	Middle/high program subcontractors: Sports and Physical Activity $75/class*40=$3,000.00 After-school program subcontractors: Fitness/ Healthy Lifestyle $ 75*40 weeks = $ 3,000.00 Sports and Physical Activity $75/class*40=$3,000.00 The 1st Tee $100*45=$4,500.00 Soccer $100*45=$4,500.00 Summer Swimming Safety $7.00*15 youth*15 weeks=$1,575.00 Spring Break Swimming Safety $7.00*15 youth*8 weeks = $ 840.00 Educational Program $90 per day for 2 teachers*57 Sessions=$10,260.00 Musical Enrichment $75*2*40=$6,000 =$33,675.00 Summer Slide Tutors: $7,920.00 Transportation for Field Trips: $2900 Rentals: Water day/petting zoo: $1,700 33675+7920+4600 Original Budget Calculation 33675+7920+4600	$46,195.00	$16,168.26	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$30,026.74			
		Total: $30,026.74			
569.470	Program Supplies	Middle/high school program: Academic Rewards ($400);	$30,400.00	$18,240.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
		Books/furniture/desks ($1200); Misc. teen program supplies/games/computers ($800) culinary program supplies ($500) : Teen Night Supplies ($1,200) =$4100.00 Success program: Misc. program supplies ($500) =$500 Afterschool program: Arts & Crafts supplies ($1,800); Sports/Physical fitness supplies ($1,000); Behavior reward supplies ($1,500); Reward for SAYWHAT ($250); Program shirts ($1,600); LEGO STEM ($3,600); Partner supplies & Trainings ($600) =$10,350 Program Events: Holiday Family dinner/parent engagement ($800) Holiday Break Program Supplies (Christmas, St. Patty's day, Spring Break ($1,000); COS Christmas Float (800); Academic Year End Event ($400); Family Literacy Night ($400) Summer Program Supplies ($1000); Gardening Club supplies ($150) Steel Pan supplies ($300) Summer Slide Incentives/Materials: ($1,600) Field Trip Admission Fees ($9,000) =$15,450 TOTAL=$30,400.00 *No CSC funds will be used for food. Original Budget Calculation 4100+500+10350+15450			

Other Funders

Funding Organization	Amount
City of Stuart	$12,160.00
Total:	**$12,160.00**

569.480	Other/Special Project	Original Budget Calculation	$0.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			
569.490	COVID-19 Salaries & Fringe	Original Budget Calculation	$0.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			
569.500	COVID-19 Operating Expenses	Original Budget Calculation	$0.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
		Total: $0.00			
		Operating Expense Budget Totals:	**$148,263.00**	**$37,116.61**	**$0.00**
		Grand Totals:	**$574,314.18**	**$341,917.67**	**$0.00**

Other Funders

Funding Organization	Amount
Funds from Government Sources - City of Stuart	$232,396.51
Total	**$232,396.51**

Audit Trail	
Michael Redstone (mredstone) created document	07/19/2021 10:12 AM
Michael Redstone (mredstone) forwarded document to Judy Browning (jbrowning)	07/26/2021 02:44 PM
Judy Browning (jbrowning) submitted document to CSC for approval	07/27/2021 09:09 AM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter)	07/29/2021 07:45 AM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley)	07/29/2021 11:16 AM
Zackery Hackley (zhackley) rejected document - sent back to - Michael Redstone (mredstone)	08/16/2021 09:54 AM
Reason: Rejected	08/16/2021 09:54 AM
Michael Redstone (mredstone) forwarded document to Judy Browning (jbrowning)	08/20/2021 11:42 AM
Judy Browning (jbrowning) submitted document to CSC for approval	08/20/2021 01:56 PM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter)	08/23/2021 07:59 AM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley)	08/23/2021 08:20 AM
Zackery Hackley (zhackley) approved document	08/23/2021 09:22 AM

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

SOURCES OF REVENUE

Funder Type/Funder	1019-0920 Total	1020-0921 Budget	1020-0921 Amend	1020-0921 Total	2021-2022 Budget	2021-2022 Amend	2021-2022 Total	Percent Increase Decrease
Funds from Government Sources								
City of Stuart	$0.00	$0.00	$0.00	$0.00	$232,396.51	$0.00	$232,396.51	100%
	$0.00	$0.00	$0.00	$0.00	$232,396.51	$0.00	$232,396.51	100.00%
Grand Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$232,396.51**	**$0.00**	**$232,396.51**	**100.00%**

FY 2021-2022 Totals

Total Amended Program Revenue	**$574,314.18**
Total Program Budget	**$574,314.18**
Difference	**$0.00**
Total Amended CSC Allocation	**$341,917.67**
Total Program Budget	**$341,917.67**
Difference	**$0.00**

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

David L. Heaton, Executive Director

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

Signature of Community Services Director

Type Name

Date

APPROVED AS TO FORM AND CORRECTNESS:

Signature of City Attorney

Type Name

Date

Signature of Mayor

Typed Name

Date

(CITY OF STUART SEAL)

ATTEST:

Signature of City Clerk

Typed Name

Date

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

I. PURPOSE

The Children's Services Council of Martin County, hereinafter referred to as "CSCMC", and City of Stuart Community Services Department - East Stuart Youth Initiative, hereinafter referred to as "Provider", enter into this mutual Contract, including all its Attachments referred to herein for the period commencing **October 1, 2021, and extending through September 30, 2022.**

II. STAFF

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

III. SERVICES

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

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

_____ (Provider's President / C.E.O., or equivalent Initials)

_____ (Provider's Board of Directors Chair/President Initials)

IV. FUNDS

1. The budget for both CSCMC and other funds (if any) for accomplishing the above stated services are set forth in the approved Budget which is included in this contract. CSCMC agrees to reimburse up to **$48,403.82** for actual costs incurred for services rendered pursuant to and in accordance with this Contract.
2. All grant allocations are payable from funds appropriated on an annual basis. Notwithstanding anything to the contrary in this Contract, the obligation of CSCMC to provide funding for any year is subject to annual budget and appropriation.

V. METHOD OF PAYMENT

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

VI. TERMINATION

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

VII. INDEMNIFICATION, HOLD HARMLESS; LIABILITY

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

VIII. COMMENCEMENT OF PAYMENT

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

IX. SPECIAL CONDITIONS

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

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

--- CSCMC may require quarterly meetings and/or status updates throughout the contract year. Additional meetings and reporting may be required as deemed necessary by CSCMC.

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

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

X. CONTRACT COMPONENTS AND REVISIONS

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

XI. CONTRACT WAIVER

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

XII. ASSIGNMENTS AND SUBCONTRACTS

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

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

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

XIII. NONDISCRIMINATION POLICY

The Provider agrees that it does not and shall not discriminate against any person on the grounds of race, color, gender, disability, national origin, ancestry, age, religion, marital status, sexual orientation, veteran's status, familial status, gender identity or expression, or political belief in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff; provision of benefits; selection of volunteers, vendors or subcontractors; or admission to, participation in, or receipt of the services and benefits of any of its CSCMC-funded programs and activities. The Provider also agrees to maintain reasonable access for persons with disabilities. These conditions apply whether the services and benefits are carried out by the Provider directly or through a CSCMC-funded Subcontractor. CSCMC and its funded programs may designate services for specific target populations, based on the identified community needs, per the current CSCMC Strategic Plan.

XIV. PUBLIC RECORDS RETENTION

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

XV. PUBLIC RECORDS LAW COMPLIANCE

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

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

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

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

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

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

XVI. TRANSPORTATION

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

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

XVII. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Contract, including its Attachments and other incorporated documents, contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract. No other agreements regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
2. Severability. If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
3. No Third-Party Benefits. The parties to this Contract do not intend any provision of this Contract to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.
4. Sovereign Immunity. This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSCMC under the laws or Constitution of the State of Florida.
5. Compliance with Laws. In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules and regulations. During the term of this Contract, the Provider shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If the CSCMC becomes aware that a Provider's corporate status has been administratively dissolved or is otherwise not active, the CSCMC may terminate the Contract if the Provider does not have its corporate status reinstated within thirty (30) days written notice by the CSCMC.
6. Waiver of Jury Trial and Remedies. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
7. Public Entity Crimes. The Provider acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or replay on a contract to provide any goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for Category Two (currently $35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list.
8. Time. Time is of the essence in all respects under this Contract.
9. Scrutinized Companies.
    1. Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel and shall execute the CSCMC's "Provider Certification Form Regarding Scrutinized Companies". Pursuant to section 287.135, Florida Statutes, the CSCMC may immediately terminate this Contract, at its sole option, if the Provider or any of its subcontractors are found to have submitted a false certification; or if the Provider or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
    2. The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
    3. The Provider agrees that the certifications in this section shall be effective and relied upon by the CSCMC for the term of this Contract, including any and all renewals.

4. The Provider agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Provider shall immediately notify the CSCMC of the same.
5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10. Notices. All notices required to be given pursuant to this Contract shall be sent or delivered to the following addresses: CSCMC at 101 S.E. Central Parkway, Stuart, Florida 34994.
11. E-Verify - Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Provider shall:
    1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
    2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
    3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
    4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
    5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
    6. Be aware that if the CSCMC terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Provider may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CSCMC as a result of the termination of the Agreement.

PERFORMANCE MEASUREMENTS
FY 2021-2022

Participant Level Performance Measurements (CDG)

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

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

Manual Performance Measurements

Performance Measure ID	Performance Measure Description
MPM-3766	Report individual or group activities related to delinquency prevention or gang prevention that is not otherwise included in current performance measurements in SAMIS Group Activity module. For example, activities may include consultation, training or counseling with youths, parents, or professionals.

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

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

Secondary Participants

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

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

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

Minimum Service Level ID	Minimum Service Level Description

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

CURRENT & PROPOSED OPERATING BUDGET
(ROUND NUMBERS UP TO THE NEAREST DOLLAR)

ACCT# TITLE	(1) 1020-0921 PROG. BUDG.	(2) 2021-2022 PROG. BUDG.	(3) % CHG.	(4) 1020-0921 ORIG. ALLOC.	(5) 2021-2022 ORIG. ALLOC.	(6) % CHG.
Salary Accounts:						
569.120 Regular Salaries and Wages	$0.00	$60,422.10	100.00%	$0.00	$48,403.82	100.00%
Total Salary:	**$0.00**	**$60,422.10**	**100.00%**	**$0.00**	**$48,403.82**	**100.00%**
Fringe Accounts:						
569.210 FICA	$0.00	$4,622.29	100.00%	$0.00	$0.00	0.00%
569.220 Retirement Contributions	$0.00	$6,537.67	100.00%	$0.00	$0.00	0.00%
569.230 Life and Health Insurance	$0.00	$9,069.00	100.00%	$0.00	$0.00	0.00%
569.240 Workers Compensation	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
569.250 Unemployment Compensation	$0.00	$0.00	0.00%	$0.00	$0.00	0.00%
Total Fringe:	**$0.00**	**$20,228.96**	**100.00%**	**$0.00**	**$0.00**	**0.00%**
Operating Expense Accounts:						
569.260 Travel/Transportation	$0.00	$1,240.00	100.00%	$0.00	$0.00	0.00%
569.270 Conference/Training	$0.00	$525.00	100.00%	$0.00	$0.00	0.00%
569.280 Office Supplies	$0.00	$360.00	100.00%	$0.00	$0.00	0.00%
569.290 Telephone	$0.00	$373.32	100.00%	$0.00	$0.00	0.00%
569.310 Utilities	$0.00	$3,060.00	100.00%	$0.00	$0.00	0.00%

ACCT# TITLE	(1) 1020-0921 PROG. BUDG.	(2) 2021-2022 PROG. BUDG.	(3) % CHG.	(4) 1020-0921 ORIG. ALLOC.	(5) 2021-2022 ORIG. ALLOC.	(6) % CHG.
569.350 Insurance	$0.00	$3,976.08	100.00%	$0.00	$0.00	0.00%
569.360 Equipment Rental/Lease & Maintenance	$0.00	$864.00	100.00%	$0.00	$0.00	0.00%
569.450 Other/Miscellaneous	$0.00	$300.00	100.00%	$0.00	$0.00	0.00%
Total Operating Expense:	**$0.00**	**$10,698.40**	**100.00%**	**$0.00**	**$0.00**	**0.00%**
Total Program Expenses:	**$0.00**	**$91,349.46**	**100.00%**	**$0.00**	**$48,403.82**	**100.00%**

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

SALARY AND FRINGE PREPARATION
FISCAL YEAR 2021-2022

Position	**Staff**	% Time Hrs/Wk # Wks	**Gross Salary** 2021-2022	**Salary In** Program 2021-2022	**Fringe In** Program 2021-2022	CSCMC Request For **Salary** 2021-2022	CSCMC Request For **Fringe** 2021-2022	Salary **Funding %** 2021-2022
Youth Intervention Officer (1667) (1614)	Lannon, Kathleen (1638)	100% 40 52	$60,422.10	$60,422.10	$20,228.96	$48,403.82	$0.00	80.11%
		TOTALS:	**$60,422.10**	**$60,422.10**	**$20,228.96**	**$48,403.82**	**$0.00**	**80.11%**

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

PROGRAM BUDGET REPORT
FISCAL YEAR 2021-2022

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
Salary and Fringe Narrative					
569.120	Regular Salaries and Wages	Youth Intervention Officer Annual Salary $54050.00	$60,422.10	$48,403.82	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$12,018.28			
		Total: $12,018.28			
569.210	FICA		$4,622.29	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$4,622.29			
		Total: $4,622.29			
569.220	Retirement Contributions		$6,537.67	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$6,537.67			

Account #	Account Name	Narrative		Program Budget	CSC Allocation	Amended CSC
		Total:	**$6,537.67**			
569.230	Life and Health Insurance			$9,069.00	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
	City of Stuart		$9,069.00			
		Total:	**$9,069.00**			
569.240	Workers Compensation			$0.00	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
		Total:	**$0.00**			
569.250	Unemployment Compensation			$0.00	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
		Total:	**$0.00**			
		Salary and Fringe Totals:		**$80,651.06**	**$48,403.82**	**$0.00**
Operating Expense Budget Narrative						
569.260	Travel/Transportation	Fla Gang Investigation Assoc. - Hotel $129x6=774, Meals $71x6=426, Fuel $40		$1,240.00	$0.00	$0.00

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
		Original Budget Calculation (129*6)+(71*6)+40			
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$1,240.00			
		Total: $1,240.00			
569.270	Conference/Training	Fla Gang Investigation Assoc. Conference Cost $350, Florida Gang Investigators Association Prevention and Intervention Summit =$175.00 Original Budget Calculation 175+350	$525.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$525.00			
		Total: $525.00			
569.280	Office Supplies	Minimal usage $30/month x 12 months =360 Original Budget Calculation 30*12	$360.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$360.00			

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
		Total: $360.00			
569.290	Telephone	$31.11/month x 12 = $373.32 Original Budget Calculation 31.11*12	$373.32	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$373.32			
		Total: $373.32			
569.310	Utilities	$255/month x 12 = $3,060 Original Budget Calculation 255*12	$3,060.00	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$3,060.00			
		Total: $3,060.00			
569.350	Insurance	$331.34/month x 12 = $3976.08 Original Budget Calculation 331.34.*12	$3,976.08	$0.00	$0.00
	Other Funders				
	Funding Organization	**Amount**			
	City of Stuart	$3,976.08			

Account #	Account Name	Narrative		Program Budget	CSC Allocation	Amended CSC
		Total:	**$3,976.08**			
569.360	Equipment Rental/Lease & Maintenance	Copier lease $72/month x 12 = $864 Original Budget Calculation 72*12		$864.00	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
	City of Stuart		$864.00			
		Total:	**$864.00**			
569.450	Other/Miscellaneous	Uniforms $300 Original Budget Calculation 300		$300.00	$0.00	$0.00
	Other Funders					
	Funding Organization		**Amount**			
	City of Stuart		$300.00			
		Total:	**$300.00**			
		Operating Expense Budget Totals:		**$10,698.40**	**$0.00**	**$0.00**
		Grand Totals:		**$91,349.46**	**$48,403.82**	**$0.00**

Other Funders

Funding Organization	Amount
Funds from Government Sources - City of Stuart	$42,945.64
Total	**$42,945.64**

Audit Trail	
Michael Redstone (mredstone) created document	07/19/2021 01:15 PM
Michael Redstone (mredstone) forwarded document to Judy Browning (jbrowning)	07/23/2021 03:07 PM
Judy Browning (jbrowning) submitted document to CSC for approval	07/26/2021 08:42 AM
Cara Good (cgood) forwarded document to Jennifer Carter (jcarter)	07/27/2021 11:00 AM
Jennifer Carter (jcarter) forwarded document to Zackery Hackley (zhackley)	07/28/2021 10:07 AM
Zackery Hackley (zhackley) approved document	07/29/2021 11:05 AM

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

SOURCES OF REVENUE

Funder Type/Funder	1019-0920 Total	1020-0921 Budget	1020-0921 Amend	1020-0921 Total	2021-2022 Budget	2021-2022 Amend	2021-2022 Total	Percent Increase Decrease
Funds from Government Sources								
City of Stuart	$0.00	$0.00	$0.00	$0.00	$42,945.64	$0.00	$42,945.64	100%
	$0.00	$0.00	$0.00	$0.00	$42,945.64	$0.00	$42,945.64	100.00%
Grand Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$42,945.64**	**$0.00**	**$42,945.64**	**100.00%**

FY 2021-2022 Totals

Total Amended Program Revenue	**$91,349.46**
Total Program Budget	**$91,349.46**
Difference	**$0.00**
Total Amended CSC Allocation	**$48,403.82**
Total Program Budget	**$48,403.82**
Difference	**$0.00**

CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY

David L. Heaton, Executive Director

Date

CITY OF STUART COMMUNITY SERVICES DEPARTMENT – EAST STUART YOUTH INITIATIVE

Signature of Community Services Director

Type Name

Date

APPROVED AS TO FORM AND CORRECTNESS:

Signature of City Attorney

Type Name

Date

(CITY OF STUART SEAL)

Signature of Mayor

Typed Name

Date

ATTEST:

Signature of City Clerk

Typed Name

Date

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Michael J. Mortell, Esq.

Title of Item:

CORRECTION OF DATE REGARDING AGREEMENT FOR LOBBYING SERVICES WITH JORDAN CONNORS GROUP, INC. THAT WAS APPROVED LAST YEAR (RC):

RESOLUTION No. 105-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CORRECTING RESOLUTION 89-2020 AMENDING THE AUTHORIZATION TO EXTEND UNTIL SEPTEMBER 30, 2023 AS CONTEMPLATED AT THE ORIGINAL HEARING; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart City Commission approved a Consent Agenda Item on July 27, 2020, whereby the City Commission authorized the execution of a two year contract with Jordan Connors Group. The Contract was intended to cap the rate through September 2023 but the Resolution adopted by the City Commission inadvertently said September 2021 even though the executed contract depicts 2023. Finance is not authorized to make payment beyond the date set forth in the Resolution.

Due to the scrivener's error in the end of term date, Resolution 89-2020 should be corrected with an end of term date of September 30, 2023.

Funding Source:

Budgeted.

Recommended Action:

Move approval of Resolution 105-2021 amending Resolution 89-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R105-2021 Correction to Res. 89-2020 Agmt. with Jordan Connors Group, Inc.	9/27/2021	Resolution add to Y drive
🗋	R89-2020 - Original Res. with Jordan Connors Contract	9/27/2021	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 105-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CORRECTING RESOLUTION 89-2020 WAIVING A COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED $60,000.00 PER YEAR; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart City Commission approved a Consent Agenda Item on July 27, 2020, whereby the City Commission waived the competitive selection process related to the State Lobbying Services and authorized the City Manager to execute the State Lobbying Agreement Extension with the Jordan Connors Group, Inc. for the period October 1, 2020 through September 30, 2021 in an amount not to exceed $60,000.00 per year.

WHEREAS, the State Lobbying Services Agreement Extension that was executed by the City of Stuart and Jordan Connors Group, Inc. included a Commencement and Term Period from October 1, 2021 to September 30, 2023.

WHEREAS, due to the scrivener's error in the end of term date, the City Commission desires to correct Resolution 89-2020 with the correct end of term date of September 30, 2023.

Resolution No. 105-2021
Correction to Res. 89-2020: Award Contract to Jordan Connors Groups – State Lobbying Services

WHEREAS, Florida recognizes the Jordan Connors Group, Inc. has unique, historical, institutional knowledge and experience.

WHEREAS, the City of Stuart, Florida waives the competitive selection process and authorizes the City Manager to execute a State Lobbying Services Agreement Extension with the Jordan Connors Group, Inc.

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

SECTION 1: The City Commission of the City of Stuart hereby waives the competitive selection process related to State Lobbying Services.

SECTION 2: The City Commission of the City of Stuart hereby authorizes the City Manager to execute the State Lobbying Services Agreement Extension with the Jordan Connors Group, Inc. for the period October 1, 2020 through September 30, 2023 in an amount not to exceed $60,000.00 per year.

SECTION 3: This resolution will replace Resolution 89-2020 and shall take effect upon adoption.

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

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

ADOPTED this 11th day of October, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

Resolution No. 105-2021
Correction to Res. 89-2020: Award Contract to Jordan Connors Groups – State Lobbying Services

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 89-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, WAIVING A COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDON CONNORS GROUP IN A NOT TO EXCEED AMOUNT OF $60,000.00 PER YEAR; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart, Florida recognizes the Jordan Connors Group has unique, historical, institutional knowledge and experience.

WHEREAS, the City of Stuart, Florida waives the competitive selection process and authorizes the City Manager to execute a State Lobbying Services Agreement with the Jordan Connors Group.

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

SECTION 1: The City Commission of the City of Stuart hereby waives the competitive selection process related to State Lobbying Services.

SECTION 2: The City Commission of the City of Stuart hereby authorizes the City Manager to execute the State Lobbying Services Agreement with the Jordan Connors Group for the period October 1, 2020 through September 30, 2021 in an amount not to exceed $60,000.00.

SECTION 3: This resolution shall take effect upon adoption.

Resolution No. 89-2020
Award Contract to Jordan Connors Groups – State Lobbying Services

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

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

ADOPTED this 27th day of July, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

STATE LOBBYING SERVICES AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is entered into this 27 day of July, 2020, by and between the City of Stuart, a Florida municipal corporation ("City") and Jordan Connors Group, Inc. ("JCG"), whose address is 701 Stanley Drive, Fernandina Beach, FL, 32034.

WHEREAS, CITY desires to retain JCG to render certain lobbying services, as described herein; and

WHEREAS, JCG represents that JCG is qualified, willing and able to provide the described services according to the terms of this Agreement Extension; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The purpose of this Agreement Extension is for JCG to provide lobbying services to the City and to represent the City in Tallahassee, Florida, with the Legislature, Governor and Executive Branch. JCG shall work closely with the City Manager in the development and ongoing implementation of the programs and initiatives outlined above and shall provide, at a minimum, the following services:

A. Meet with City staff and City Commissioners to assist in the development of the City's list of goals, priorities and specific projects. Identify which of these goals, priorities and specific projects could be addressed at the State level and assist in developing written material on each budget request to be presented to legislators and staff.

B. Develop and deploy strategies to advocate and secure state funding for City's budget priorities. Secure Senate and House sponsors for all budget requests.

C. Monitor current State legislation and the State budget process and report to the City, both orally and in writing, any legislative events that may directly or indirectly impact the City.

D. Provide the City with updates on issues that may impact the City.

E. Advocate the City's Legislative agenda to the Florida Legislature.

F. Coordinate lobbying efforts with City.

2. COMMENCEMENT AND TERM. The term of this Agreement Extension shall be from October 1, 2020 to September 30, 2023.

3. PAYMENTS TO JCG. The City shall pay JCG $60,000 per year, to be billed monthly installments in the amount of $5,000 beginning October 1, 2020. JCG will send an invoice on the first day of each month for the current's month's services and payment is due by the end of each month. All payments should be remitted to 701 Stanley Drive, Fernandina Beach, FL 32034.

4. LOBBYIST REGISTRATION REQUIREMENTS. City agree to complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of JCG's representation of City during the term of this Agreement or after its termination should reporting periods overlap.

5. TERMINATION. Either party may terminate this Agreement Extension without regard to cause with thirty days written notice.

6. CONSTRUCTION. This Agreement Extension shall be governed by the laws, rules and regulations of the State of Florida.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing contained in this Agreement Extension shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of JCG to City is that of an independent contractor.

Jordan Connors Group, Inc. neither promises nor warrants any particular outcome or result in this matter.

The parties agree to comply will all ordinance and rules relating to lobbying governmental officials and neither party shall do anything in any way which constitutes a violation of law in order to influence the actions of public officials or others concerned with the administration of public affairs.

This letter contains the entire agreement between Client and Jordan Connors Group, Inc. and can be modified only by written agreement signed by both parties.

Jordan Connors Group, Inc.

M. Jordan Connors
President/CEO

Approved and agreed to this 3 day

Of August, 2020

By: _____

Title: City Manager

APPROVED AS TO FORM
AND CORRECTNESS

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB #2021-114: WATER TREATMENT PLANT RO TREATMENT FACILITY (RC):

RESOLUTION No. 107-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-114, WATER TREATMENT PLANT RO TREATMENT FACILITY TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $16,695,000.00 TO PC CONSTRUCTION DBA PCEO, INC OF SOUTH BURLINGTON, VT PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post and DemandStar on June 14, 2021. Demandstar notified five hundred and thirty-eight (538) potential bidders and issued ten (10) bid packages for this project. Four (4) bids were received by the bid opening date and time of 2:30 pm. August 11, 2021.

Kimley-Horn Engineer of record has checked references and recommends award to the lowest responsive and responsible bidder, for a total unit price $16,695,000.00

Funding Source:

1610-563 21032601-563

Recommended Action:

Adopt Resolution No. 107-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R107-2021	10/1/2021	Cover Memo
🗋	Presentation	9/28/2021	Cover Memo
🗋	Recommendation of award letter from Engineer	9/28/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 107-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-114, WATER TREATMENT PLANT RO TREATMENT FACILITY TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $16,695,000.00 TO PC CONSTRUCTION DBA PCEO, INC OF SOUTH BURLINGTON, VT PROVIDIG AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

WHEREAS, the Alternative Water Supply project is a large-scale mitigation activity with regional benefit that will alleviate current vulnerabilities and increase the reliable, resilient, and safe supply of drinking water for the City of Stuart; and

WHEREAS, the City entered into the competitive bid process in order to solicit a contract to furnish all labor and materials necessary to construct a 1.5 MGD reverse osmosis (RO) water treatment plant expansion of the City of Stuart's existing lime softening water treatment facility.

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2021-114: Water Treatment Plant RO Treatment Facility to the lowest, responsive, and responsible bidder PC Construction dba PCEO, Inc of South Burlington, VT.; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 107-2021
Approve Award of ITB #2021-114, Water Treatment Plant RO Treatment Facility

Resolution No. 107-2021
Approve Award of ITB #2021-114, Water Treatment Plant RO Treatment Facility

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 11th day of October 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

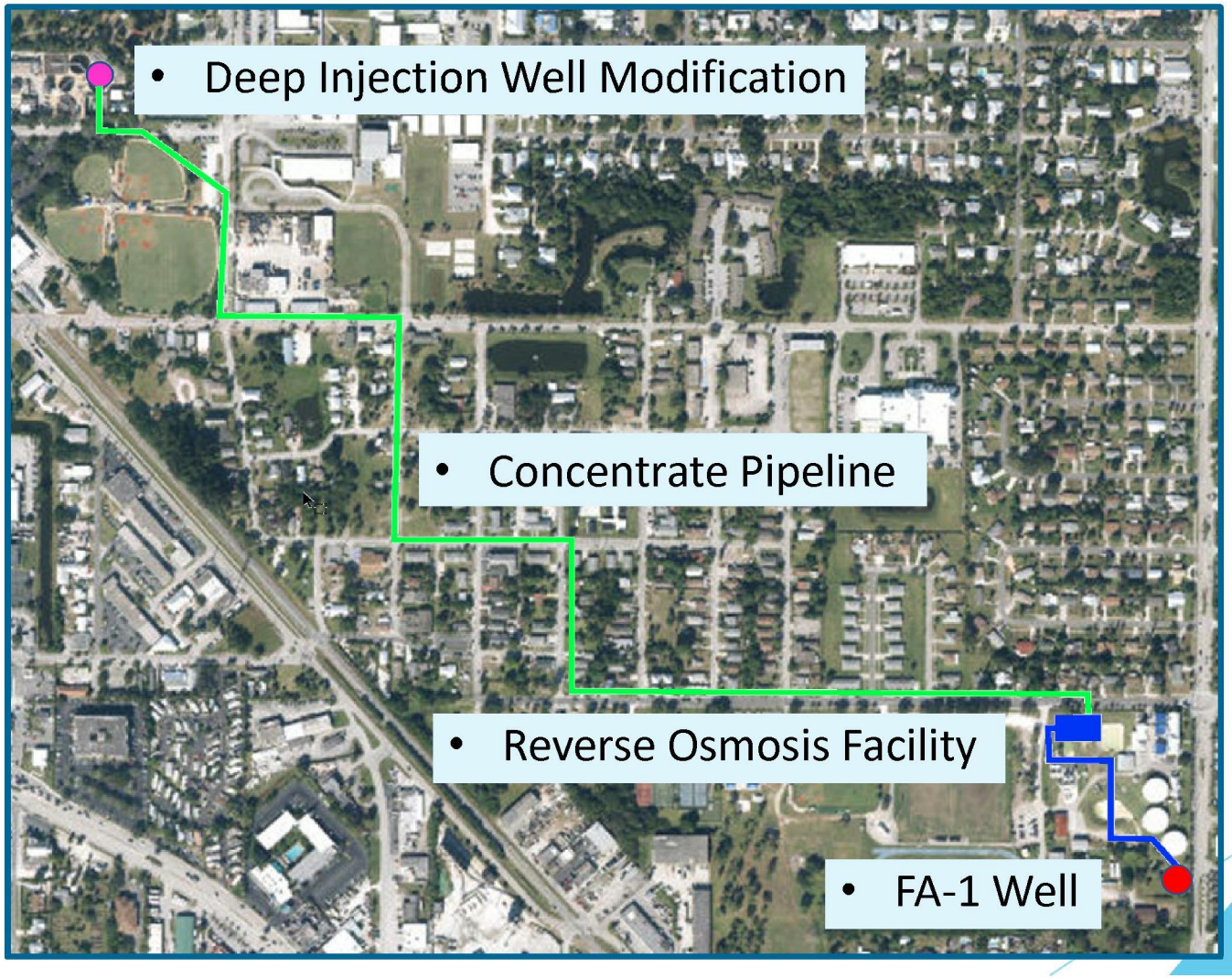
ALTERNATIVE WATER SUPPLY UPDATE



October 11, 2021

City of Stuart
UTILITIES & ENGINEERING

ALTERNATIVE WATER SUPPLY PROJECT COMPONENTS



City of Stuart
UTILITIES & ENGINEERING

FLORIDAN AQUIFER WELL FA-1

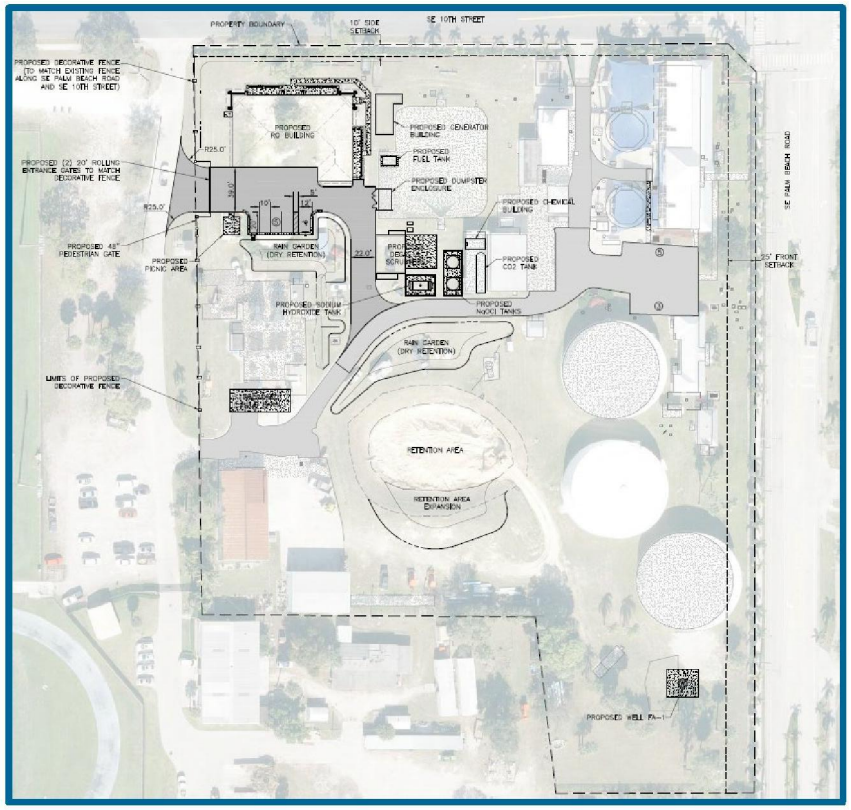
- Completed December 2020
- 1,620 feet below surface (bls)
- Testing of well indicates FA-1 is productive



Floridan Aquifer Well FA-1

City of Stuart
UTILITIES & ENGINEERING

REVERSE OSMOSIS FACILITY



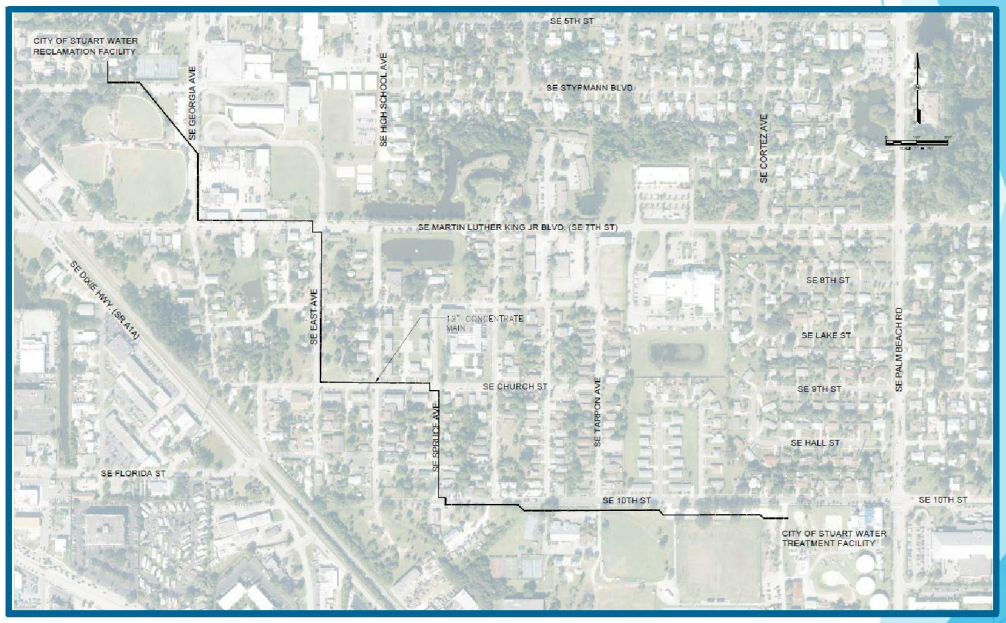
Site Plan

- Bids Opened on August 11, 2021
- Low Bid $16,995,000
- Low Bidder PC Construction Company dba PCEO, Inc. in FL
- Construction duration is 720 calendar days

City of Stuart
UTILITIES & ENGINEERING

CONCENTRATE PIPELINE DESIGN

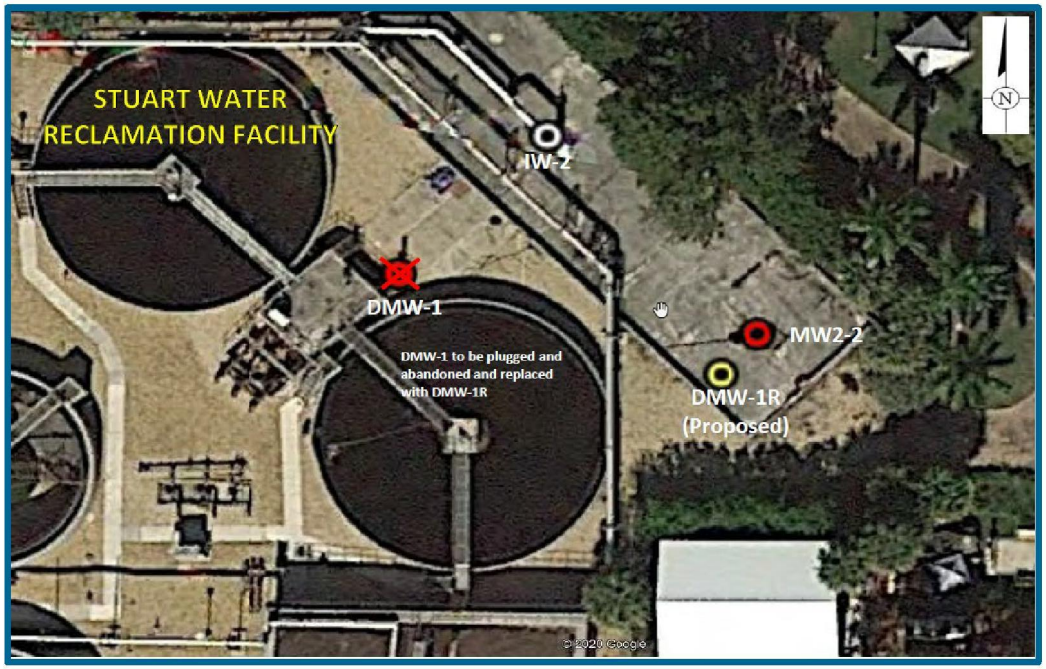
- 100% design complete
- Received FDEP permit for construction of WTP improvements



Concentrate Pipeline

City of Stuart
UTILITIES & ENGINEERING

DEEP INJECTION WELL MODIFICATION DESIGN



Location of Existing Deep Injection Well IW-2

- 100% design complete
- Modification of existing deep injection well IW-2
- Includes new deep monitoring well (DMW-1R)
- Received FDEP Injection Well Permit Modification

City of Stuart
UTILITIES & ENGINEERING

PROJECT CONSTRUCTION COSTS

PROJECT COMPONENT	COST
Reverse Osmosis Facility	$18,272,340
Concentrate Pipeline	$1,343,160
Deep Injection Well Modification	$5,711,550
TOTAL	$25,327,050

***Debt service payments for the above listed improvements were included in the 2017 Water and Wastewater Rate Study

City of Stuart
UTILITIES & ENGINEERING

FUNDING RECEIVED TO DATE

AMOUNT AWARDED	AWARD AGENCY
$100,000	SFWMD Alternative Water Supply Grant for FA-1 Well Construction
$250,000	2019-2020 State Appropriation for design of RO Facility
$236,356	SRF Principal Loan Forgiveness for FA-1 Well Construction
$1,000,000	2020-2021 State Appropriation for RO Facility Construction
$500,000	2021-2022 State Appropriation for DIW 2 Modification
$893,319	SRF Principal Loan Forgiveness for RO Facility, DIW, ROC Construction
$2,979,675	**TOTAL**

City of Stuart
UTILITIES & ENGINEERING

POTENTIAL FUTURE FUNDING

AMOUNT REQUESTED	AGENCY	APPLICATION SUBMITTAL DATE
$7,123,850	SFWMD Alternative Water Supply Grant	2/26/2021
$4,732,613	Florida Department of Economic Opportunity Community Development Block Grant-Mitigation (CDBG-MIT)	9/15/2021
$500,000	2022-2023 State Appropriation for Concentrate Pipeline Construction	TBD

City of Stuart
UTILITIES & ENGINEERING

QUESTIONS



City of Stuart
UTILITIES & ENGINEERING

Kimley»Horn

Septe e 13 2021

Ti Voe e E
Uti itie n En inee in Di ecto
Cit o St t
121 S F e A e
St t FL 34 4

RE: ***WATER TREATMENT PLANT RO TREATMENT FACILITY***
ITB #2021-114 Bid Review
KHA Project No. 144967107

De Voe e

T e Cit o St t p ic e ti e i oc ent n c e e non n to p e i con e ence e on ne 2 t 2021 t 10 00 A to i c t e RO te T e t ent F ci it p oect it potenti i e T e i e e e n p ic opene n e on T e A t 11t 2021 t 2 30 A tot o o 4 i e e ecei e o t e p oect T e tt c e i t tion inc e of the bids received and the Engineer's Opinion of Probable Cost (OPC). The o i o 1 000 00 ecei e o C Con t ction Co p n CO Inc o F o i CCC n t e econ o e t i o 1 4 00 00 ecei e o F o i De i n Cont cto Inc FDC The Engineer's OPC o t e p oect 14 11 000 00 ic o e 20 o t e o e t i T i ic ep nc c n e tti te to et con ition ic e een co t e c te o e t n 30 ince t e e innin o 2021 A o t e i e e it in o e c ot e n e e i co e n co petiti e

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- A o t e i e t e tt o t e o n e o it t e itten p i o nt e t e e tot See tt c e i
- T e t o o e t i e CCC n FDC c no e e eceipt o A en 1 t o i ne t e cont ct itte i on n ce ti ic te o in nce icen e in F o i n p o i e i to e pe ience n e e ence
- A t o CCC c ie F o i G C icen e t e e no oc o F o i o ice i te in t e i In o tion p o i e te e i ie CCC oe e no ice in e t e c FDC's office is in Lake Park, FL n it in 4 ie o t e p oect ite
- Re e ence e e c ec e o t e o e t i e CCC none o ic p o i e ne ti e ee c T e e e ence t te CCC t e on c e e n n e t ei cont cto e
- CCC p o i e e e ence p oect t t e e o t te te p nt p o e t it on one e te te t e t ent p nt o in Co nt GA One o t e p oect o C t Ri e i e et o n t e ot e t o e e e i n i i e i e i i to t i p oect

- A ition in o tion e e te o CCC it e pect to t ei cont cto e on t e 14 cont cto i te in t ei i on o 4 o t e CCC e it t ei t ee i te e e ence p o ect T i i conce n it e pect to o in e pe ience it t ei i t o cont cto A ition CCC e e te c n e in t ei e ect ic cont cto o Lo e n E ect ic to E E ect ic Co p ic ect t ei i T e Cit con i e it CCC t t t ei e e te c n e o Lo e n E ect ic to E E ectric doesn't affect their bid. This has been confirmed that this is acceptable to t e Cit n it in t e con t int o t e i oc ent
- CCC e e te to p o i e ition in o tion e in t ei RO te OE oc o ice n t in co it ent o ic ppe e ti cto

e on o e ie o t i in o tion e ee no e on t e Cit o not t e i to t e pp ent o i e C Con t ction Co p n Inc in t e o nt o 1 000 00 itten in t e e i Tot lt i p e e t e Cit c n o e oo t e ino t i c ep ncie in PCCC's i ince ot o nt e e o FDC' t e 2n o e t i e

e e o not e it te to cont ct e t 1 4 0 i o e n e tion

Since e

KIMLEY-HORN AND ASSOCIATES, INC.

Mark D. Mitch

D i e E
Senio Vice e i ent

Enc i T tion
i opo

CC A in no oc e ent n Cont ctin Se ice Cit o St t
An e C pente E HA
Fi e

Kimley»Horn

WATER TREATMENT PLANT RO TREATMENT FACILITY ITB 2021-114					
BID TABULATION	**PC**	**Intercounty**	**FDC**	**PWC**	**KHA**
ART A GENERAL	1 24 000 00	1 3 0 00	1 00 000 00	0 000 00	30 000 00
ART SITE OR CIVIL	1 04 000 00	2 2 000 00	2 100 000 00	1 0 000 00	1 1 11 00
ART C STRUCTURAL	2 1 000 00	2 4 2 200 00	1 4 000 00	2 00 000 00	1 021 2 00
ART D ARCHITECTURAL	3 000 00	1 30 000 00	1 200 000 00	1 200 000 00	1 2 3 3 0
ART E E ISTING FILTER CLEAR ELL I ROVE ENTS	122 000 00	14 400 00	2 0 000 00	3 0 000 00	32 3 0 00
ART F OST TREAT ENT CLEAR ELL	131 000 00	414 00 00	300 000 00	200 000 00	33 3 0 00
ART G GENERATOR UILDING	133 000 00	2 000 00	42 000 00	2 0 000 00	220 434 00
ART H ECHANICAL RO ROCESS 2 1 000	3 0 1 000 00	0 3 00	3 0 000 00	2 200 000 00	1 34 0
ART I OST TREAT ENT DEGAS SCRU ERS	1 41 000 00	1 042 00	1 2 000 00	1 200 000 00	2 0 44
ART FLORIDAN ELL	300 000 00	3 2 100 00	42 000 00	200 000 00	244 000 00
ART E ISTING OLE ARN DE OLITION	43 000 00	2 2 0 00	210 000 00	20 000 00	00 00
ART L CAUSTIC CONTAIN ENT	000 00	11 00 00	0 000 00	0 000 00	2 0 00
ART SODIU H OCHLORITE CONTAIN ENT	000 00	103 00 00	11 000 00	100 000 00	2 0 00
ART N SCALE INHI ITOR S STE	133 000 00	11 04 00	100 000 00	1 0 000 00	2 101 00
ART O CAUSTIC S STE	401 000 00	3 200 00	300 000 00	30 000 00	1 0 3 00
ART CHLORINE S STE	4 2 000 00	3 0 400 00	2 000 00	3 0 000 00	00 00
ART CAR ON DIO IDE S STE RE TREAT ENT	000 00	2 4 020 00	00 000 00	0 000 00	1 000 00
ART R CAR ON DIO IDE S STE OST TREAT ENT TAN	1 000 00	2 20 00	10 000 00	1 100 000 00	03 0 00
ART S CLEANING S STE	1 3 000 00	13 00	41 000 00	330 000 00	1 00 00
ART T GENERATOR	434 000 00	2 400 00	31 000 00	00 000 00	0 000 00
ART U ELECTRICAL	1 2 000 00	2 34 03 00	3 0 000 00	3 300 000 00	1 000 00
ART V SOLAR	21 000 00	2 4 40 00	2 0 000 00	400 000 00	230 00 00
ART HVAC	242 000 00	33 40 00	3 0 000 00	00 000 00	000 00
ART LU ING RO UILDING	1 000 00	11 00 00	3 000 00	000 00	10 000 00
ART ALLO ANCE	3 000 00	3 000 00	3 000 00	3 000 00	
ALT 1 CONTINGENC	300 000 00	300 000 00	300 000 00	300 000 00	2 3 3 00 0
TOTAL	1 4 000	1 1	1 0 000	1 3 0 000	14 11 040 0
i e S e	**$16,695,000**	**$17,751,694**	**$17,716,692**	**$18,355,000**	
Tot it Contin enc	1 24 000	1 1	1 2 0 000	1 0 000	
i e S e Contin enc	**16,995,000**	**18,016,692**	**17,945,000**	**18,690,000**	
e i Di c ep nc	2 4 000	1	4 2	1 000	
Tot i Di c ep nc	2 4 000	144	000	20 000	
itten p ont	1 000 00	1 01 2 00	1 4 000 00	1 0 000 00	
	0 00	0 00	300 000 00	0 00	
i e ine ite tot					
Di e ent t pe e o	2	3	3	2	
App ent i o to i	1	3	2	4	
t H ine ite i te C	2 1 000				
1 t Di c ep nc e o e in o o nit p ice	1 4 000				
2n i c ep nc e o e in o o co ect	1 04 000				
Suggest bidder accept 1st page of IB amount written:	**$16,995,000**		1 4 000 00		

Kimley»Horn

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Alaina Knofla

Title of Item:

BUDGET AMENDMENT #02 FOR THE PURCHASE OF A FIFTH WHEEL RV (RC):

RESOLUTION No. 110-2021 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 02 TO THE 2022 GENERAL FUND FUND BALANCE; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A FIFTH WHEEL RV FOR THE TEMPORARY USE OF FIRE STATION 3, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart Fire Rescue Division is requesting a budget amendment to purchase a Fifth Wheel RV in the amount of $61,000 for the use of a temporary fire station.

Funding Source:

From General Fund Fund Balance to 1201-564

Recommended Action:

Adopt Resolution 110-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R110-2021	10/1/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 110-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT No. 2 TO THE 2022 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF A FIFTH WHEEL RV FOR THE TEMPORARY USE OF FIRE STATION 3, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

WHEREAS, the City of Stuart Fire Rescue Division is purchasing a Fifth Wheel RV for the use of Fire Station 3, funds are being taken from general fund fund balance and transferring to Fire Rescue account 564 Machinery and Equipment.

SECTION 1: Authorizing the appropriation of expenditure of funds for the purchase of a fifth wheel RV for the use of Fire Station three.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 110-2021

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 11th day of October, 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: 10/11/2021 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB #2021-117 PURCHASE OF A FIFTH WHEEL RV (RC):

RESOLUTION No. 108-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-117, PURCHASE OF A FIFTH WHEEL RV TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $61,000 TO GANDER RV & OUTDOORS. OF FORT PIERCE, 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 September 3, 2021. DemandStar notified three hundred ninety-four (394) potential bidders, there were three (3) plan holders, and the City issued seven (7) bid packages for this project. One (1) bid was received by the bid opening date and time of 2:30 pm. September 15, 2021. The purpose of the Fifth Wheel RV is to be used as a temporary fire station for Fire Station 3.

The Procurement Division has reviewed the submittal for accuracy and completeness and recommends award to the only bidder Gander RV & Outdoors of Fort Pierce, Florida in the amount of $61,000. The purchase order will serve as the contract.

Funding Source:

TBD

Recommended Action:

Adopt Resolution No. 108-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R108-2021	10/1/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 108-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB NO. 2021-117, PURCHASE OF A FIFTH WHEEL RV TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER TOTAL PRICE OF $61,000 TO GANDER RV & OUTDOORS OF FORT PIERCE, 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:

WHEREAS, the City entered into competitive bid process in order to purchase a RV for the temporary use of Fire Station 3.

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of ITB No. 2021-117: Purchase of a Fifth Wheel RV to the lowest, responsive, and responsible bidder, Gander RV & Outdoors, of Fort Peirce, Florida at the total price of $61,000; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 108-2021
Approve Award of ITB #2021-117, Purchase of a Fifth Wheel RV

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 11th day of October, 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: 10/11/2021 **Prepared by:** Roz Johnson, Human Resources Director

Title of Item:

COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY AND PBA (RC):

RESOLUTION No. 109-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (PBA), EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Pursuant to Florida Statute, Chapter 447, the City of Stuart, Florida and the Palm Beach County Police Benevolent Association, Inc. (PBA) commenced contract negotiations on April 28, 2021. Negotiations concluded on September 21, 2021 and members of the PBA ratified on

September 29, 2021.

Funding Source:

General Fund

Recommended Action:

Motion to approve Resolution 109-2021 to ratify Agreement. Authorize City Manager to execute Agreement.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Res 109-2021	10/1/2021	Resolution add to Y drive
🗋	Exhibit A, PBA Collective Bargaining Agreement, Amended Articles Summary	10/1/2021	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 109-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (PBA), EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; 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 Commission hereby ratifies the three-year Collective Bargaining Agreement (CBA) between the City and the Palm Beach County Police Benevolent Association, Inc. (PBA), effective October 1, 2021 through September 30, 2024 by authorizing the City Manager and City Clerk to execute the Agreement. A two-page summary of the amended Articles is attached hereto as Exhibit A.

SECTION 2: This resolution shall take effect upon adoption.

R109-2021
Ratify Palm Beach County Police Benevolent Association, Inc. Collective Bargaining Agreement

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 CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
REBECCA BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MICHAEL MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

PBA Negotiations Summary
Entire Collective Bargaining Agreement, beginning October 1, 2021

Exhibit A: PBA Collective Bargaining Agreement, Amended Articles Summary

The Collective Bargaining Agreement (CBA) between the City of Stuart and Palm Beach County Police Benevolent Association, Inc. (PBA) consists of 35 Articles and a Preamble. The majority of Articles underwent minor editing without fiscal impact or remained "status quo." Other Articles were edited as illustrated below:

Article 9 (Reduction in Force)
- Language cleanup to match updated protocols for re-employment/recall.

Article 10 (Discipline)
- Removed language that allowed members to use PTO while serving an unpaid suspension.

Article 11 (Seniority)
- Incorporated language from MOU signed in May 2021:
  - Defined the time period when shift picks will occur
  - Defined the time period when selection of scheduled paid time off will occur
- Memorialized July 4th and the City's Annual Christmas Parade as "blackout days" for PTO.

Article 13 (Holidays)
- Language cleanup and;
- Increased Optional Holidays from 5 days to 6 days (Juneteenth).

Article 16 (Acting in a Higher Capacity)
- Language cleanup and;
- Removed reference to Corporal Assignment Pay, which was moved to Article 28.

Article 17 (Court Attendance)
- Increased the minimum hours of pay from 2 to 3 if called to testify, appear in court, or present a case to the State Attorney.

Article 18 (Fitness for Duty)
- Added language regarding the non-guarantee of light duty work for an injured officer.

Article 20 (Uniform Allowance)
- Uniform cleaning will now only apply to Class A uniforms (City covers).
- Same annual boot allowance of $200; however, the delivery of the sum in a gift card was replaced by issuance through City payroll as a separate check. Saves the City fees associated with the purchase of the gift cards; net amount to the employee is the same.
- Detectives and professional standards personnel will also receive the same clothing allowance of $750 as a separate check as opposed to a gift card; net amount to the employee is the same.

Article 21 (Disability/Line of Duty Injury Pay)
- Language cleanup and;
- Added language regarding the non-guarantee of light duty work, with case-by-case review by the Chief.

PBA Negotiations Summary

Entire Collective Bargaining Agreement, beginning October 1, 2021

Article 22 (Insurance)

- City will provide Long Term Disability (LTD) Insurance at no cost to the employee.

Article 28 (Rate of Pay – Career Progression)

- Article rewritten in its entirety (former career progression program struck).
- Three (3) designated classifications (Probationary Officer, Police Officer, Police Sergeant).
- Pay range minimums elevated 4% for each classification; pay range maximums also elevated.
- General Wage Increase (GWI) of 6% to base rate of pay effective the first full paycycle in October 2021.
- Employees shall not exceed the maximum of the pay ranges.
- Police Officers with three (3) years uninterrupted service and who meet performance and educational requirements may sit for the Sergeant exam and receive a 10% increase (or minimum of the new pay range) if selected.
- Corporal Assignment Pay increased from 2.5% to 5%.
- Detective Assignment Pay remains at 5%; K-9 Handler Pay remains as applied in prior CBA; Field Training Officer (FTO) Assignment Pay remains as applied in prior CBA.
- FRS Conditional GWI Adjustment language (implemented in FY12) edited for clarity only.
- GWIs, COLAs, or Merit Increases will be collectively bargained through the process of reopeners.
- Merit Pay in FY22 (only) will consist of a one-time lump sum of $750 for an overall rating of "Satisfactory" or better on the employee's annual performance evaluation.
- Rate changes for FY23 will increase no less than 5%, and rate changes for FY24 will increase no less than 3% through the process of reopeners; Members at or above their assigned pay range would receive the value of the adjustment in a one-time lump sum.
- Created Career Service Incentive for employees with 10, 15, 20, or 25 years of service (milestones):
  - 10 years = $1,000
  - 15 years = $1,500
  - 20 years = $2,000
  - 25 years = $2,500
    - In the first year of the Agreement, employees with 10 years of continuous uninterrupted service or more will receive a one-time lump sum: 1) employees who achieve a milestone, will receive the designated amount on their anniversary date; 2) employees in between milestones will receive the lesser amount on their anniversary date.
    - In the second and third years of the Agreement, only those employees who reach a recognized milestone anniversary with continuous uninterrupted full-time service will receive the designated amount.

Article 30 (Take Home Vehicles)

- Added language that the City's use of data from EPS may not establish the existence of any fact in controversy absent corroborating information (non-criminal policy violations only).

Article 34 *(Placeholder)*

- Both parties agreed to leave this article as a placeholder; former placeholder regarding the implementation of a VEBA Plan was struck.

PBA ratified the CBA on September 29, 2021.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Tom Reetz

Title of Item:

R.O.W. ABANDONMENT OF A PORTION OF 11 FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF DYER ESTATES LOCATED BETWEEN SW ST. LUCIE CRESCENT AND SW PALM CITY RD (RC):

RESOLUTION No. 106-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON OCTOBER 25, 2021, AT 5:30 P.M. AND NOVEMBER 8, 2021, AT 4:00 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THAT PORTION OF A PLATTED 11 FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF DYER ESTATES, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Nicolas Calle, asset manager of real property at 924 SW Palm City Road and 502 Halpatiokee Street, has requested the abandonment of a portion of the platted 11 foot wide alley as shown on the plat of Dyer Estates. The abandonment of unimproved right of way was a condition of approval for the Palmetto Cove RPUD,a 13 unit multifamily town home project.

The City's Public Works Department has determined that the use of the Right of Way is no longer in the public's best interest and does not object to the abandonment of the City's interest. A fair market appraisal of the real property has determined that the market value of the property is $1,900. As provided in Section 36-2 of the City's Code of Ordinances, staff recommends payment of a privilege fee in the amount of **100% of the market value, or $1,900**, prior to the abandonment of the City's interest.

The procedure for abandonment of City owned Right-Of-Way is set out in **Section 36-3 of The City's Code of Ordinances** which requires the city commission to first pass a resolution declaring intent to abandon right-of-way.

The vacation or change of any street, alley, road or public way shall be accomplished by Ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the changes of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, avenue or alley, the city commission shall first pass a resolution declaring its intention to do so.

Funding Source:

N/A

Recommended Action:

Move to approve Resolution No. 106-2021, declaration of intent to abandon certain Right-of-Way within the City's limits.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A.1 Resolution No.106-2021	9/30/2021	Resolution add to Y drive
🗋	B.1 Map - Aerial	9/30/2021	Backup Material
🗋	B.2 Dyer Estates Plat	10/1/2021	Backup Material
🗋	B.3 Ordinance 2463-2021 Palmetto Cove RPUD (recorded)	10/1/2021	Backup Material
🗋	C.1 Application	9/30/2021	Backup Material
🗋	D.1 Market Value Appraisal of Property	9/30/2021	Backup Material
🗋	E.1 Public Notice	10/1/2021	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 106-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS ON OCTOBER 25, 2021, AT 5:30 P.M. AND NOVEMBER 8, 2021, AT 4:00 P.M. IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THAT PORTION OF A PLATTED 11 FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF DYER ESTATES, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, the City has received a petition for abandonment relating to the public right-of-way described below that conforms to the requirements of Chapter 36 of the Code of Ordinances of the City of Stuart, Florida.

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

SECTION 1: The purpose of this resolution is to state the intention of the City Commission to abandon a portion of public right-of-way and to set public hearings before the City Commission at its regular meeting on October 25, 2021 at 5:30 and November 8, 2021 at 4.00 p.m. in the City Commission Chambers to consider the abandonment of the subject property within Martin County, Florida:

SECTION 2: A legal description and sketch depicting the subject right-of-way are attached hereto as Exhibit "A".

SECTION 3: This resolution shall take effect upon adoption.

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 this __ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

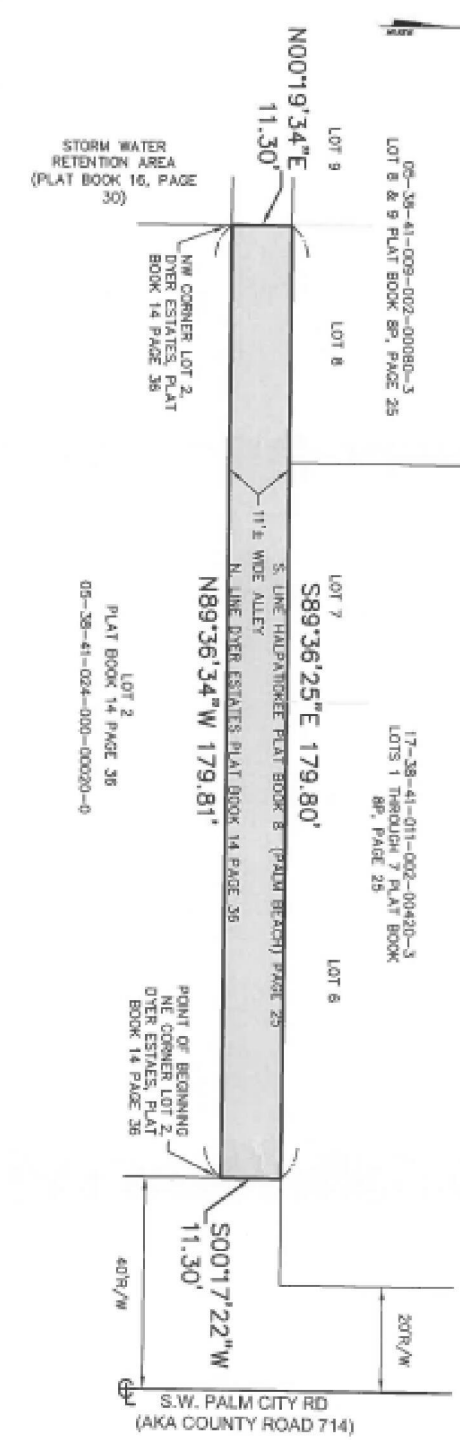
_____
MICHAEL J. MORTELL
CITY ATTORNEY

Legal Description and Sketch - Exhibit A

EXHIBIT A

SKETCH & DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.



LEGAL DESCRIPTION

A PORTION OF THE 11 FOOT WIDE ALLEY, AS SHOWN ON THE PLAT OF DYER ESTATES AS RECORDED IN PLAT BOOK 14, PAGE 36, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 2, DYER ESTATES, PLAT BOOK 14, PAGE 36, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°36'34" WEST ALONG THE NORTH LINE OF SAID LOT 2, DYER ESTATES, A DISTANCE OF 179.81 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2, DYER ESTATES; THENCE NORTH 00°19'34" EAST, A DISTANCE OF 11.30 FEET TO A POINT ON THE SOUTH LINE OF PLAT OF HALPATIOKEE, AS RECORDED IN PLAT BOOK 8, PAGE 25, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE SOUTH 89°36'25" EAST ALONG SAID SOUTH LINE PLAT OF HALPATIOKEE, A DISTANCE OF 179.80 FEET; THENCE SOUTH 00°17'22" WEST, A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,032 SQ.FT. (0.05 ACRES) MORE OR LESS

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858

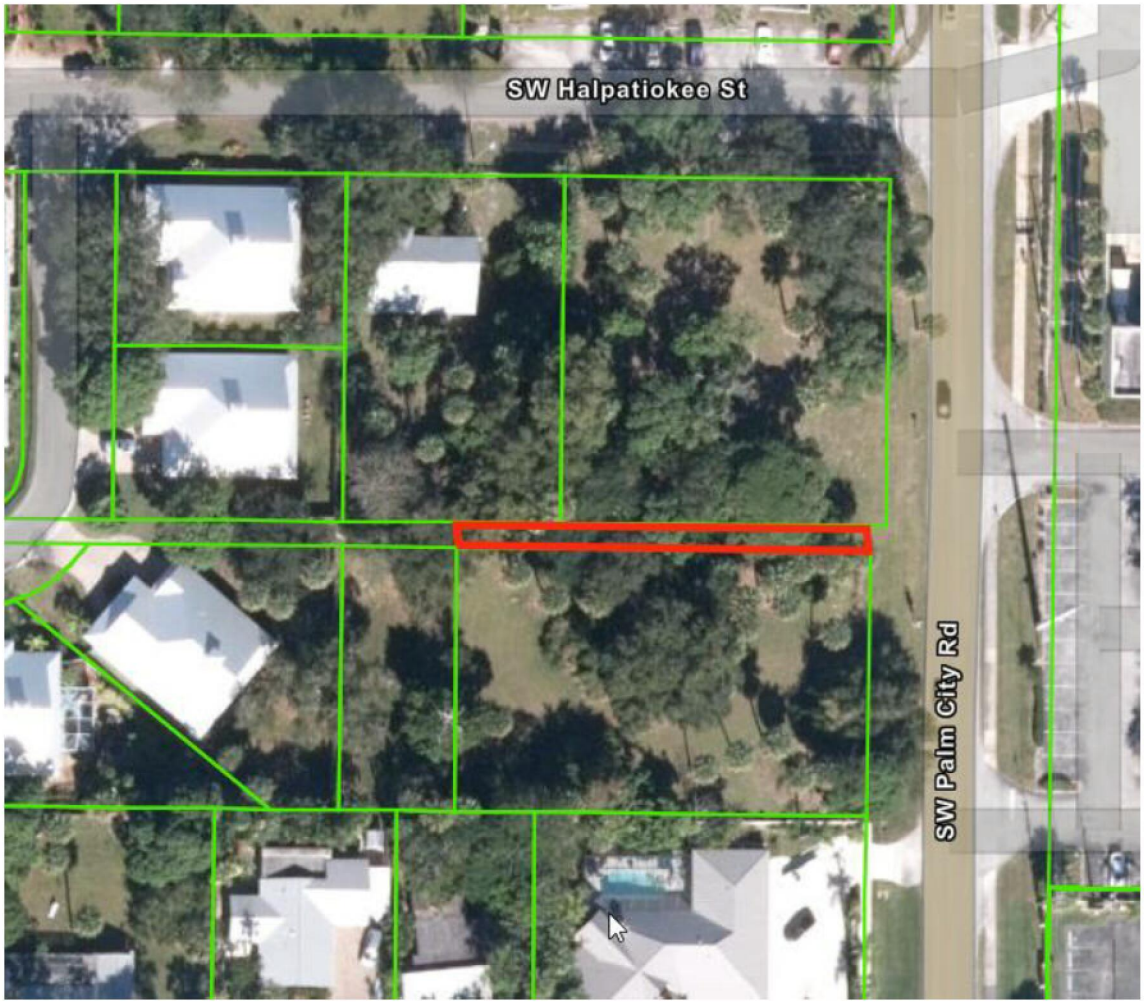
FLORIDA REGISTRATION #5102
CHRISTIAN FENEX

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWING DATE	F.B.	PG.	SCALE	W.O.#
05/17/2021	folder		1" = 30'	219051

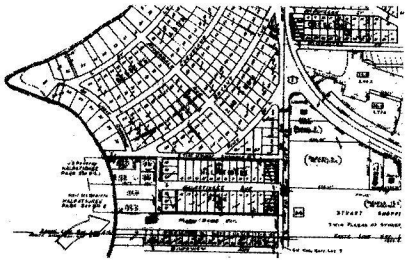
SHEET 1 OF 1

SKETCH NO. 219051_ALLEY DESCRIPTION.dwg


SW Halpatiokee St
SW Palm City Rd

DYER ESTATES

A PARCEL OF LAND LYING IN THE SOUTH 200' OF GOVERNMENT LOT 6, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA.



LOCATION MAP

STEPHEN J. BROWN, INC.
SURVEYORS–DESIGNERS
LAND PLANNERS–CONSULTANTS
290 FLORIDA STREET
STUART, FLORIDA 34994
561-288-7176

CLERK'S RECORDING CERTIFICATE

I, Marsha Stiller, Clerk of the Circuit Court of Martin County, Florida, hereby certify that this plat was filed for record in Plat Book 14 Page 36 Martin County, Florida, public records, this 5th day of August 1997.

File No. 1248705

Marsha Stiller
Circuit Court
Martin County, Florida
BY: Pamela Lowery
Deputy Clerk
(Circuit Court Seal)

5-38-41-0000-000-00130-3000.0
SUBDIVISION PARCEL CONTROL NUMBER

97 AUG -5 AM 11:10
CLERK OF CIRCUIT COURT
D.C.

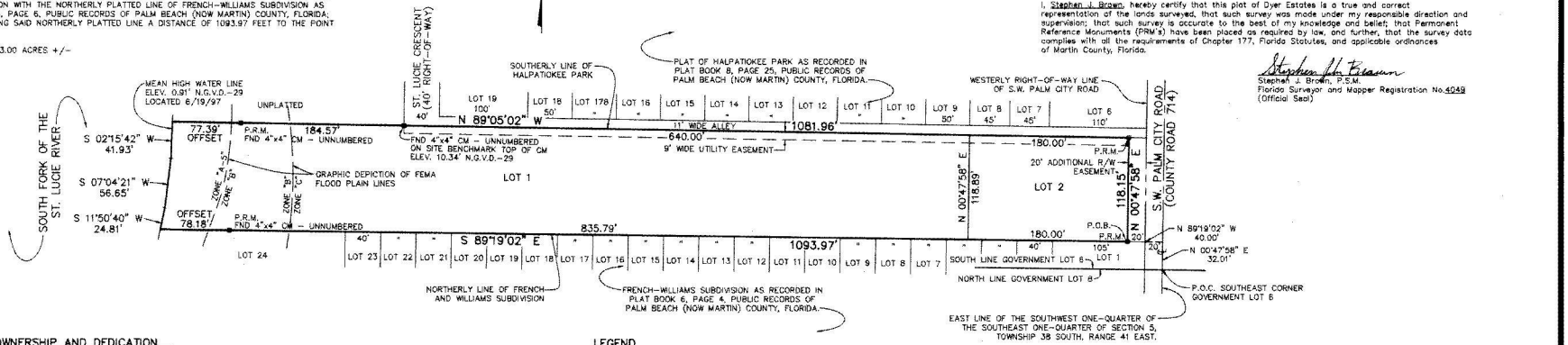
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTH 200' OF GOVERNMENT LOT 6, SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N 00°47'58" E A DISTANCE OF 32.01 FEET TO A POINT; THENCE N 89°19'02" W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE N 00°47'58" E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF S.W. PALM CITY ROAD (STATE ROAD 714) A DISTANCE OF 118.15 FEET TO A POINT; THENCE N 89°05'02" W ALONG THE SOUTHERLY PLATTED LINE OF HALPATIOKEE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 25, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA A DISTANCE OF 1081.96 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE SOUTH FORK OF THE ST. LUCIE RIVER; THENCE S 02°15'42" W ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 41.93 FEET TO A POINT; THENCE S 07°04'21" W A DISTANCE OF 56.65 FEET TO A POINT; THENCE S 11°50'40 W A DISTANCE OF 24.81 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PLATTED LINE OF FRENCH-WILLIAMS SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 6, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE S 89°19'02" E ALONG SAID NORTHERLY PLATTED LINE A DISTANCE OF 1093.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING: 3.00 ACRES +/-

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.



CITY COMMISSION APPROVAL

This plat is hereby approved by the undersigned on the dates indicated.

Date: 8-7-97 Mayor – JEFFREY A. KRAUSKOPF

Date: 8/7/97 City Clerk – Diana McDonnell

Date: 8/6/97 City Attorney – Carl W. Coffin

Date: 8/6/97 City Engineer – JOSEPH W. CAPRA, P.E.

CERTIFICATE OF SURVEYOR AND MAPPER

I, Stephen J. Brown, hereby certify that this plat of Dyer Estates is a true and correct representation of the lands surveyed, that such survey was made under my responsible direction and supervision; that such survey is accurate to the best of my knowledge and belief; that Permanent Reference Monuments (PRM's) have been placed as required by law, and further, that the survey data complies with all the requirements of Chapter 177, Florida Statutes, and applicable ordinances of Martin County, Florida.

Stephen J. Brown, P.S.M.
Florida Surveyor and Mapper Registration No. 4049
(Official Seal)

CERTIFICATE OF OWNERSHIP AND DEDICATION

Lynn K. Fessler, hereby certifies that she is the owner of the property described hereon and has caused the same to be surveyed and platted as shown hereon as the plat of Dyer Estates and hereby dedicates as follows:

1. C.A.T.V. EASEMENT
A blanket C.A.T.V. easement on this Dyer Estates plat is hereby dedicated to the use and benefit of lots platted hereon, for C.A.T.V. licensees, agents, successors and assigns and all governmental agencies having jurisdiction

2. ADDITIONAL R/W EASEMENT
The additional right-of-way dedication shown on this plat of Dyer Estates is hereby dedicated to the perpetual use of the public.

3. UTILITY EASEMENT
The utility easement shown on this plat of Dyer Estates may be used for utility purposes by any utility company in compliance with such ordinances and regulations as may be adopted from time to time by the City of Stuart Commission.

DATED this 5th day of August 1997.

WITNESS

WITNESS

Lynn K. Fessler

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, the undersigned notary public, personally appeared Lynn K. Fessler, to me well known, and she acknowledged before me that she executed the foregoing Certificate of Ownership and Dedication. She is: [V] personally known to me or [ ] has produced _____ as identification.

(Stamp) OFFICIAL NOTARY SEAL DIANA M DIAMOND NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC352774 MY COMMISSION EXP. OCT. 31, 1998

Notary Public
State of Florida at large
Commission No. CC352774
My commission expires: 10-31-98

LEGEND

SQ.FT.	= SQUARE FEET	P.R.M.	= PERMANENT REFERENCE MONUMENT
FND	= FOUND	■	= FOUND CONCRETE MONUMENT
P.O.C.	= POINT OF COMMENCEMENT	⊠	= SET 4"x4" PERMANENT REFERENCE MONUMENT WITH #4049
P.O.B.	= POINT OF BEGINNING	CM	= CONCRETE MONUMENT
℄	= CENTERLINE	N.G.V.D.-29	= NATIONAL GEODETIC VERTICAL DATUM OF 1929
R/W	= RIGHT-OF-WAY		

NOTES

1. THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.

2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3. THE SURVEY BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST RIGHT-OF-WAY LINE OF SW PALM CITY ROAD WHICH IS ASSUMED TO BE N 00°47'58" E.

4. THE NATIONAL FLOOD INSURANCE PROGRAM DESIGNATION AS INDICATED ON THE F.E.M.A. MAP PANEL NO. 120165 0005 C, DATED AUGUST 15, 1978, LOCATES THE PARCEL IN ZONES "C", "A-5" (EL. 8), & "B".

5. OFF SITE BENCH MARK (TIDAL 3, ELEV. 3.891 FEET, NATIONAL GEODETIC SURVEY OF 1929) NORTHEAST CORNER, CITY MUNICIPAL PEIR, WEST 1 ST STREET.

6. THE MEAN HIGH WATER SURVEY DEPICTED HEREON COMPLIES WITH CHAPTER 177, PART II FLORIDA STATUTES AND CHAPTER 18-5 FLORIDA ADMINISTRATIVE CODE AND IS RECORDED IN THE PUBLIC REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, MEAN HIGH WATER SURVEY FILE

7. MEAN HIGH WATER ELEVATION 0.91 FEET N.G.V.D., 1929 BASED ON EXTENDED TIDAL DATUM, D.E.P. TIDE STATION 872-2357, STUART, FLORIDA.

TITLE CERTIFICATION

I, Charles L. Sieck, a member of the Florida Bar, hereby certify that as of July 28th 1997 at 8:00 a.m.:

1. Record title to the land described and shown on this plat is in the name of (the person, corporation, and/or other entity) executing the Certificate of Ownership (and Dedication) hereon.
2. All mortgages not satisfied or released of record encumbering the land described hereon as follows: none
3. All taxes that are due and payable pursuant to Section 197.192, F.S., have been paid.

DATED this 5th of August 1997

Charles L. Sieck
Attorney-at-Law, Florida Bar No. 291447

SHEET 1 OF 1

Recorded in Martin County, FL 8/9/2021 10:05 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $299.00
CFN#2906962 BK 3247 PG 1338 PAGE 1 of 35

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA
ORDINANCE NUMBER 2463-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING TWO PARCELS ON EITHER SIDE OF A 11' PUBLIC RIGHT OF WAY (ALLEY) ALONG SW PALM CITY ROAD, ON THE SOUTHWEST INTERSECTION OF SW HALPATIOKEE STREET, TOTALING 0.97 ACRES FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD); ESTABLISHING THE "PALMETTO COVE" RPUD CONSISTING OF THIRTEEN (13) MULTI-FAMILY UNITS WITHIN TWO (2) INDIVIDUAL TWO-STORY TOWNHOME BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission, has considered the Petitioner's request to rezone the property to Residential Planned Unit Development (RPUD), establishing the Palmetto Cove RPUD, and has also considered the recommendation of the City staff; and

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

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

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development.

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

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

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit 'A'** attached hereto and made a part hereof by reference. A Map depicting the Property is attached hereto as **Exhibit 'B'** and made a part hereof by reference. The conditions of development attached hereto as **Exhibit 'C'** and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit 'D'**, hereinafter the 'Development Documents', shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **The Site Plan, Sheet 1 of 1, prepared by C Calvert Montgomery and Associates, Inc., dated 05.21.2020 and last revised on 04.29.21**
b. **Boundary and Topographic Survey, Sheet 1 of 1, prepared by Christian Fenex and Associates, LLC, (Professional Surveyor and Mapper), dated 12.23.19**
c. **The Landscape Plan, Sheets 1 and 2 and Color Graphic Sheet 1 of 1, prepared Conceptual Design Group, dated 08.26.20 last revised 4.28.21**
d. **Garbage Truck Exhibit and Fire Truck Exhibit, Sheets 1 thru 3, prepared by C Calvert Montgomery and Associates, Inc., dated 02.15.21**
e. **Conceptual Engineering Plan, Sheet 1, prepared by C Calvert Montgomery and Associates, Inc., dated 02.16.21 and last revised on 4.16.21**
f. **Architectural Floor Plans and Elevations, by Braden and Braden A1A PA, dated 08.12.20**
g. **Architectural Rendering, by Braden and Braden A1A, PA, dated 08.21.20**

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and

location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose any or all the following:

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

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

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of

this ordinance are declared severable.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this ordinance shall become void.

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

Passed on first reading the 26th day of April, 2021.

Commissioner MATHESON offered the foregoing Ordinance and moved its adoption.

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

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

ADOPTED on second and final reading this 10th day of May, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF Martin

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 23rd day of June, 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: Ryanne N. Cavo
Commission Expires:

RYANNE N. CAVO
Commission # GG 314904
Expires June 22, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

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:

Valentina Rivera

Print Name: Valentina Rivera

David Layde

Print Name: David Layde

Owner: 924 SW Palm City Road, LLC,
a Florida limited liability company

By: Nicolas Calle

Nicolas Calle, Manager

Ordinance No. 2463-2021 Palmetto Cove – rezoning to the RPUD

OWNERS ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Bell

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of _____ physical presence or ✓ online notarization, this 13th day of May, 2021, by Nicolas Calle, Manager of 924 SW Palm City Road, LLC, a Florida limited liability company, on behalf of the Company.

Signature of Notary Public: M Smith

Commission Expires: 11/02/2024

Notary Seal:

NOTARY PUBLIC STATE OF TEXAS
Mirackle Smith
ID NUMBER
132760163
COMMISSION EXPIRES
November 2, 2024

Personally, Known OR Produced Identification

Type of ID Produced DRIVER LICENSE

Notarized online using audio-video communication

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5, 6, AND 7 BLOCK 2 OF HALPATIOKEE PARK AS RECORDED IN PLAT BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA PART OF S.W. 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST
AND
LOT 2, DYER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 36, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT B – LOCATION MAP

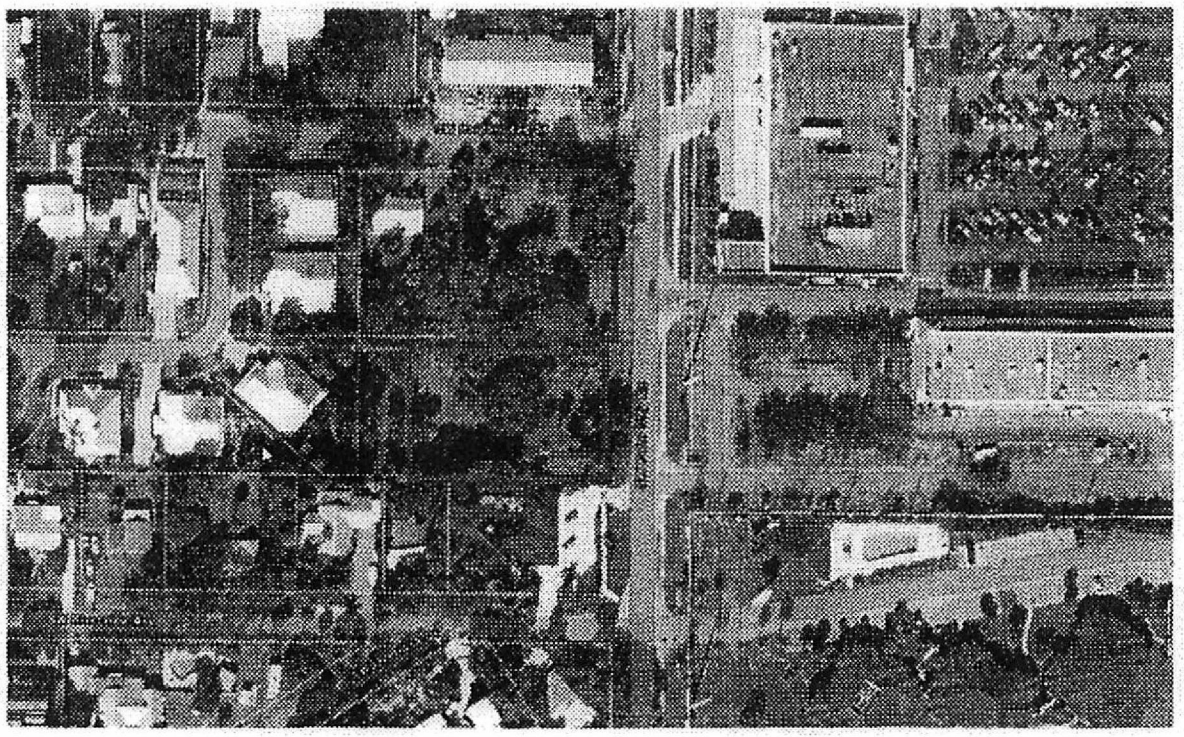


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The RPUD project and use thereof shall comply with the following drawings:

h. The Site Plan, Sheet 1 of 1, prepared by C Calvert Montgomery and Associates, Inc., dated 05.21.2020 and last revised on 04.29.21

i. Boundary and Topographic Survey, Sheet 1 of 1, prepared by Christian Fenex and Associates, LLC, (Professional Surveyor and Mapper), dated 12.23.19

j. The Landscape Plan, Sheets 1 and 2 and Color Graphic Sheet 1 of 1, prepared Conceptual Design Group, dated 08.26.20 last revised 4.28.21

k. Garbage Truck Exhibit and Fire Truck Exhibit, Sheets 1 thru 3, prepared by C Calvert Montgomery and Associates, Inc., dated 02.15.21

l. Conceptual Engineering Plan, Sheet 1, prepared by C Calvert Montgomery and Associates, Inc., dated 02.16.21 and last revised on 4.16.21

m. Architectural Floor Plans and Elevations, by Braden and Braden A1A PA, dated 08.12.20

n. Architectural Rendering, by Braden and Braden A1A, PA, dated 08.21.20

1. Any modifications to the RPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking spaces, drainage areas, impervious areas and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

2. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

Landscaping

3. The common areas including the projects pool and cabana area shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

4. A Landscape plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

5. Open Space. Not less .38 acres or 39.5% of the RPUD shall be Open Space as depicted on the Site Plan as described in Exhibit C. Required open space may include contiguous buffer and retention areas, however, other required interior landscaping shall not count towards the open space requirement.

Tree Mitigation

6. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code. All required tree mitigation will be met on site.

Prior to Issuance of Site Permits

7. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

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

9. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

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

11. The developer shall provide a Final Site plan showing one (1) bike rack for multiple bikes at the cabana pool area common space.

12. The developer shall provide a designated EV charging outlet at each of the unit's garages.

13. The developer shall provide a centralized mailbox with a dedicated parking space.

14. The developer shall construct on-street parking on Halpatiokee Street as shown on the site plan and shall apply for a Revocable Permit to use City Right for said parking spaces prior to issuance of a site permit.

15. The developer shall apply to the City for the abandonment of the unimproved alley way or agree with the City's Public Works Department to improve and maintain the alley way in perpetuity prior to obtaining a site permit.

16. The developer shall dedicate (15) fifteen feet along Palm City Road to Martin County as shown on the Site Plan to Martin County prior to obtaining a site permit.

Development and Construction

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

18. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

19. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to City of Stuart Public Works. The

developer shall grant any such utility easements necessary for this site as may be required by the City of Stuart.

20. Any existing sidewalks damaged along Halpatiokee Street or Palm City Road during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

21. Temporary or freestanding storage units are prohibited on the property once construction is complete.

22. Site work including but not limited to land preparation, retention area excavation, clearing and grading, drainage and water, sewer and irrigation lines shall be reviewed and approved by the city's public works department and the city's engineering consultant prior to permitting.

23. Any proposed landscaping in the city's right of way shall be preserved and maintained by the developer and/or home-owner's association in perpetuity. Subject to mutually agreed upon maintenance easement agreement and indemnification between the developer and the City relative to ROW liability issues.

Signage

24. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to sign criteria found in Chapter 6 of the City's Land Development Code.

Timetable for Development

25. Timetable for development shall be as follows:

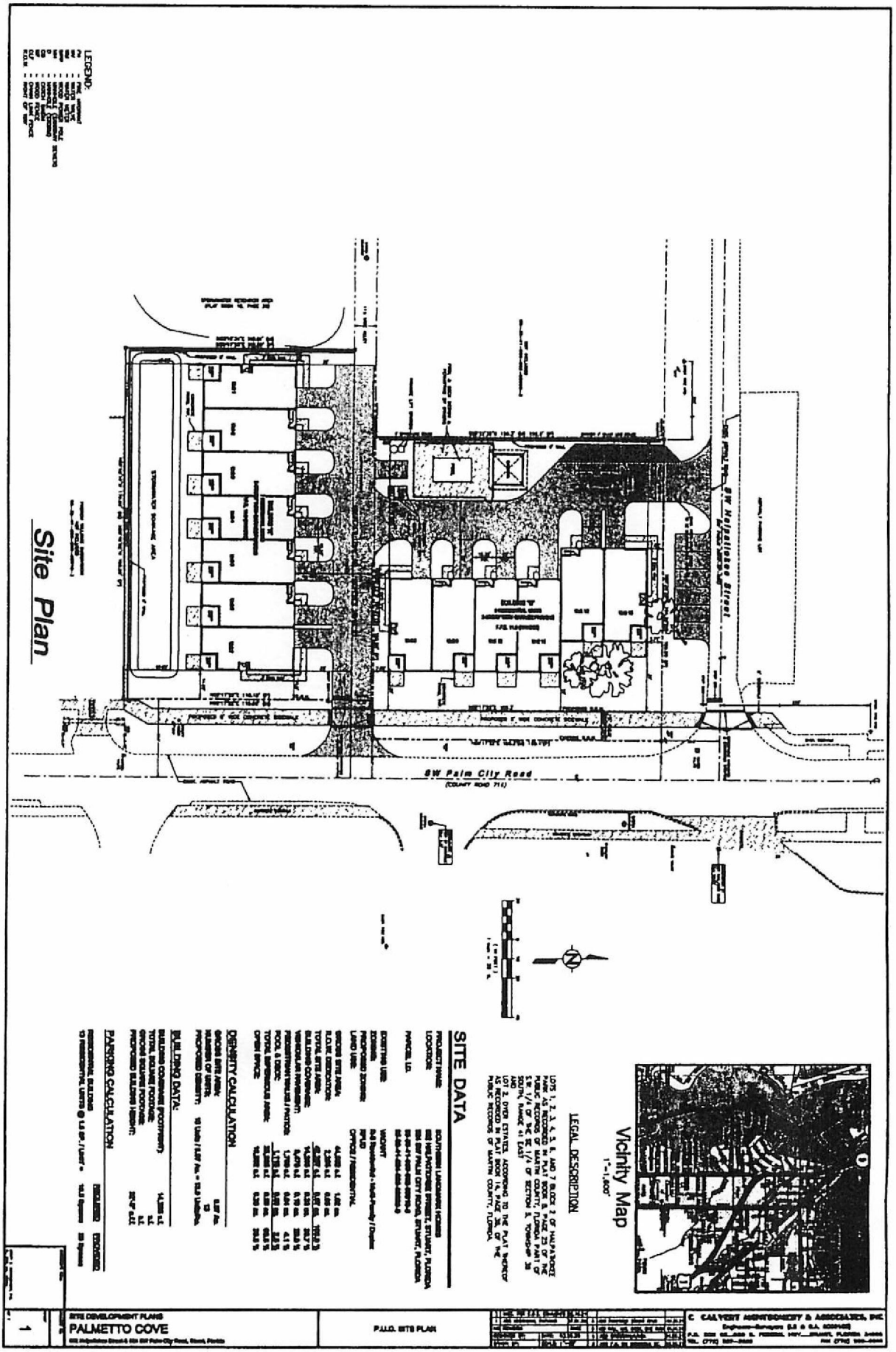
Site and building permit application deemed sufficient for permit review under city codes and standards.	**April 1, 2024**
Final Certificate of Occupancy for all site and building improvements.	**April 1, 2025**

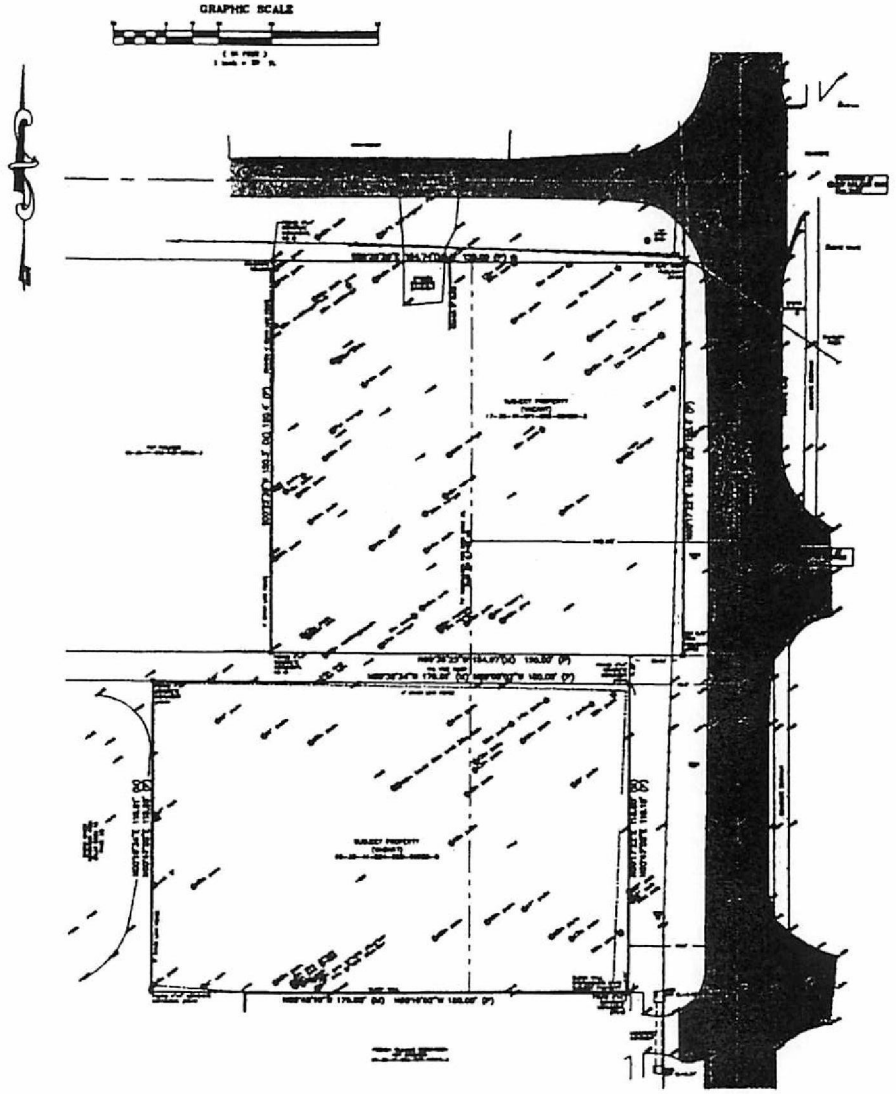
Allowable Uses

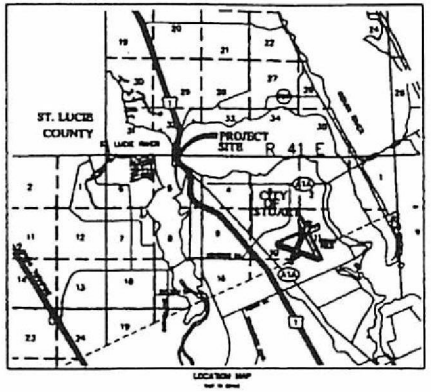
26. The following uses shall be permitted:

a. Multi-Family Residential

b. Home Occupations in accordance with the City's Land Development Code.


Site Plan
SW Palm City Road
(COUNTY ROAD 714)
SW Highlander Street
LEGEND
Vicinity Map
1"=1,000'
LEGAL DESCRIPTION
SITE DATA
DENSITY CALCULATION
PARKING CALCULATION
BUILDING DATA:
SITE DEVELOPMENT PLANS
PALMETTO COVE
P.U.D. SITE PLAN
C. CALVERT MONTGOMERY & ASSOCIATES, INC.





BOUNDARY SURVEY

NAVD88

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING

CHRISTIAN FENEX

CFN#2906962 BK 3247 PG 1354 PAGE 17 of 35

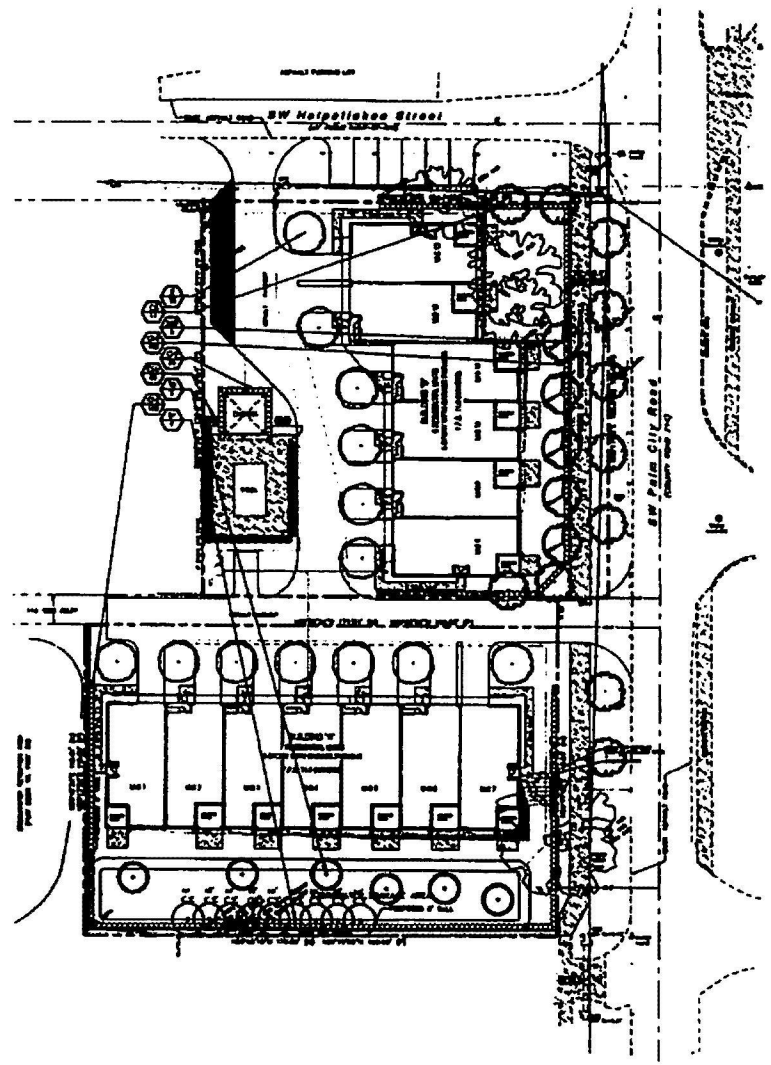
Plant List

Landscape Data

Total Site Area	42,297 s.f.	97 Ac.	100%
Total Trees Required: (6.04.08)			
Required: 1 Tree / 1,500 s.f. = 42,297 / 1,500 = 28			28
Provided:			28
Total Shade Trees Required: (6.04.02.A.2) 50% of total required trees = 28 x 50% = 14			14
Total Shade Trees Provided:			18
Total Native Trees Required: (6.04.02.A.1) 50% of total required trees = 28 x 50% = 14			14
Native Trees Provided:			28 (100%)
Landscape Area: (6.04.03.B.1)			
Required: 20% of developed area = 42,297 x 20% = 8,459 A			8,459 A
Provided:			17,721

Xeriscape Points

Option	Points
Dimension of xeriscape covering controller other than rain switch	1
Plan submitted with low, moderate and high water usage [illegible]	1
51% or more of the required shrubs are made up of drought [illegible]	10
51% or more of the required trees are made up of drought [illegible]	10
50% more than the required shade trees planted in the [illegible]	10
Indication of mulch other than Cypress mulch	5
Indication of [illegible]	10
Points Required	15
Points Provided	50



Landscape Plan

North
Scale: 1" = 20'

Conceptual Design Group, Inc.

Palmetto Cove

City of Stuart, Florida

City Project Number

Jeffrey W. Smith, ISA

Job No. 19-1008
Drawn By JWS
Submitted Dates 4-14-2021
4-14-2021
4-19-2021

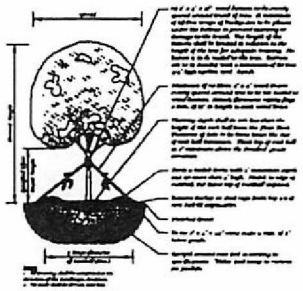
Revision Dates
SJC Wells & Cold SP 4-14-2021
Area Street Trees 4-19-2021

Sheet 1 of 2

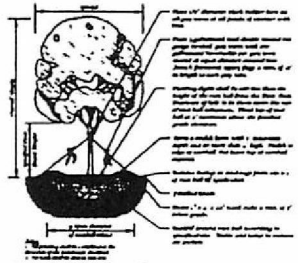
Landscape Specifications

General Notes

Landscape Details



Large Tree Planting Detail



Tree Planting Detail



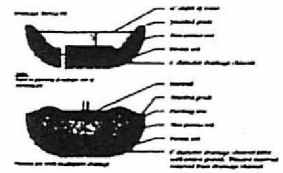
Multi-Trunk Tree Planting Detail



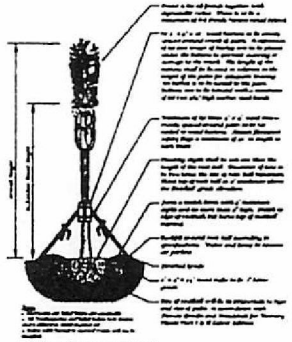
Guy Wire Attachment Detail



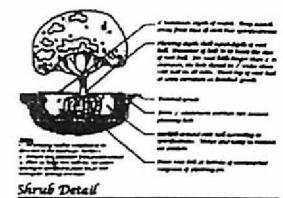
Staking Detail



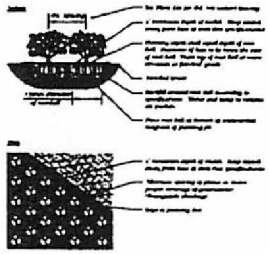
Drainage Testing Detail



Palm Planting Detail



Shrub Detail



Ground Cover Detail

Landscape Plan

Conceptual Design Group, Inc.

Palmetto Cove

City of Stuart, Florida

City Project Number

Jeffrey W. Smith, BLA

Job No. 16-1303

Drawn By JWS

Submitted Dates 4-09-2020

4-16-2021

4-09-2021

Revision Dates

E.W. Wolfe & Add SP 4-16-2021

Add Street Trees 4-09-2021

Sheet 2 of 2

CFN#2906962 BK 3247 PG 1356 PAGE 19 of 35

Plant List

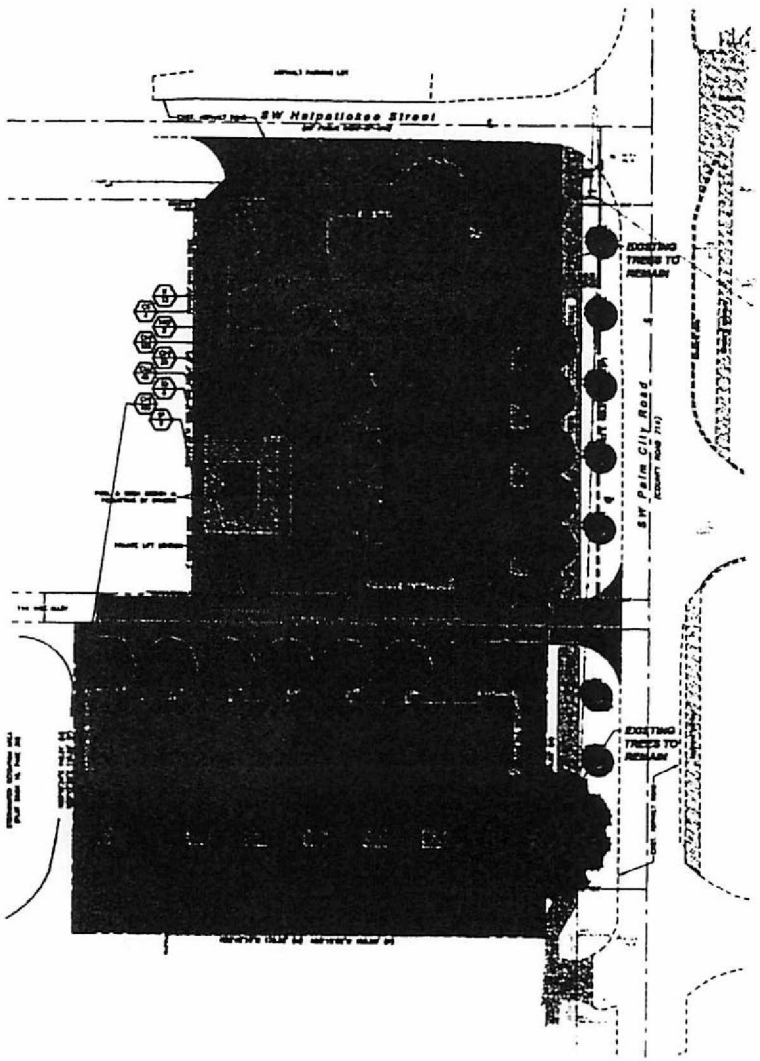
	QTY	SIZE	BOTANICAL / COMMON NAME	REMARKS	UNIT	SPACING	NATIVE	WATER USAGE
	4	30'	Quercus virginiana 'Cathedral' / Cathedral Live Oak	Multi-trunk	F.G.&.F. Grade	A.S.	Full Canopy	Low
	18	30'	Lagerstroemia x 'Tuscarora' / Crape Myrtle	Multi-trunk	10' x 6' Ht. x Spd.	A.S.	Full Canopy	Low
	4	30'	Quercus virginiana / Live Oak	Multi-trunk	10' x 6' Ht. x Spd.	A.S.	Full Canopy	Low
	4	30'	Tabebuia heterophylla / Pink Trumpet Tree	Multi-trunk	10' x 6' Ht. x Spd.	A.S.	Full Canopy	Low
	3	30'	Roystonea elata / Florida Royal Palm	Matched	30' Ht.	A.S.	Clear Trunk	Low
	46	3 Gal.	Ilex vomitoria 'Nana' / Dwarf Yaupon Holly	Full & Bushy	36" Ht.	3' O.C.	Full & Bushy	Low
	24	3 Gal.	Rhaphiolepis indica 'Snow White' / Snow White Indian Hawthorn	Full & Bushy	24" Ht.	3' O.C.	Full & Bushy	Low
	1,000	1 Gal.	Trachelospermum asiaticum / Asiatic Jasmine	Full & Bushy	12" Ht.	18" O.C.	Full Ground Cover	Low

Landscape Data

Total Site Area:	43,297 s.f.	.97 Ac.	100%
Total Trees Required: (6.04.08)			
Required: 1 Tree / 1,500 s.f. = 43,297 / 1,500 = 28			28
Provided:			28
Total Shade Trees Required: (6.04.02.A.3.) 50% of total required trees = 28 x 50% = 14			14
Total Shade Trees Provided:			18
Total Native Trees Required: (6.04.02.A.1.) 50% of total required trees = 28 x 50% = 14			14
Native Trees Provided:			28 (100%)
Landscape Area. (6.04.05.B.1.)			
Required: 20% of developed area = 43,297 x 20% = 8,459.4			8,459.4
Provided:			17,721

Xeriscape Points

Options	Points
Utilization of turnless existing assembled other than trees, shrubs	1
Plants interspersed with low, moderate and high water usage	1
groups indicated on the Landscape Plan	
51% or more of the required shrubs are made up of drought tolerant species from the list	10
51% or more of the required trees are made up of drought tolerant species from the list	10
10% more than the required shade trees planted in the	10
Utilization of mulch other than Cypress mulch	1
Utilization of integrated restricted planning beds in total linear square feet in all planted areas except Ground Cover	10
Points Required:	33
Points Provided:	33



Landscape Plan

Conceptual Design Group, Inc.

Palmetto Cove

City of Stuart, Florida

City Project Number

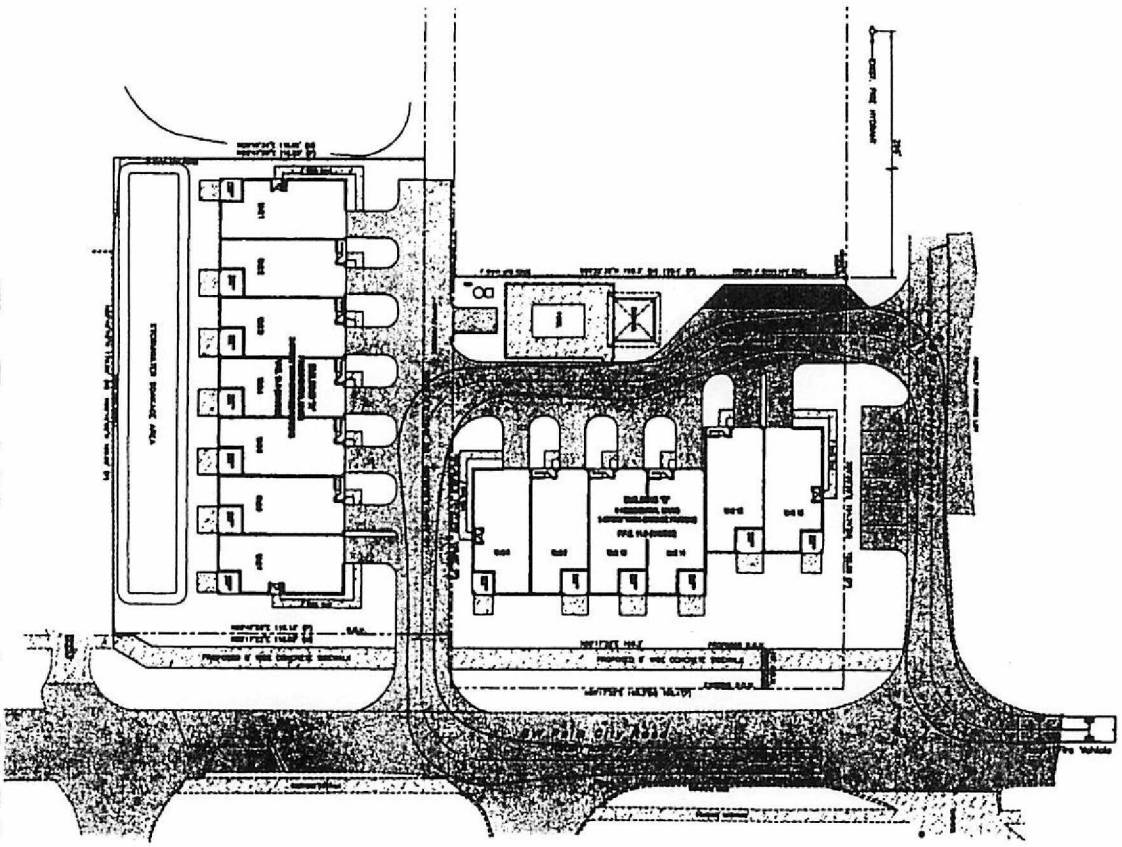
Jeffery W. Smith, RLA

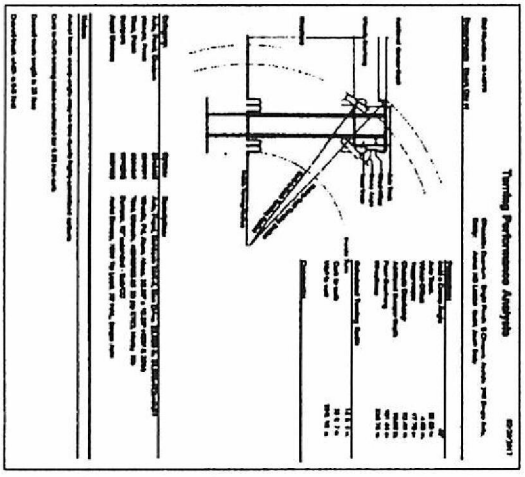
Job No.	19-1308
Drawn By	JWS
Submitted Dates	3-26-2020
	4-14-2021
	4-26-2021
Revision Dates:	
Ltr. Insuf. & 2nd SF	4-14-2021
Add Board Trees	4-26-2021

1 of 1

CFN#2906962 BK 3247 PG 1357 PAGE 20 of 35

Fire Truck Maneuvering Exhibit





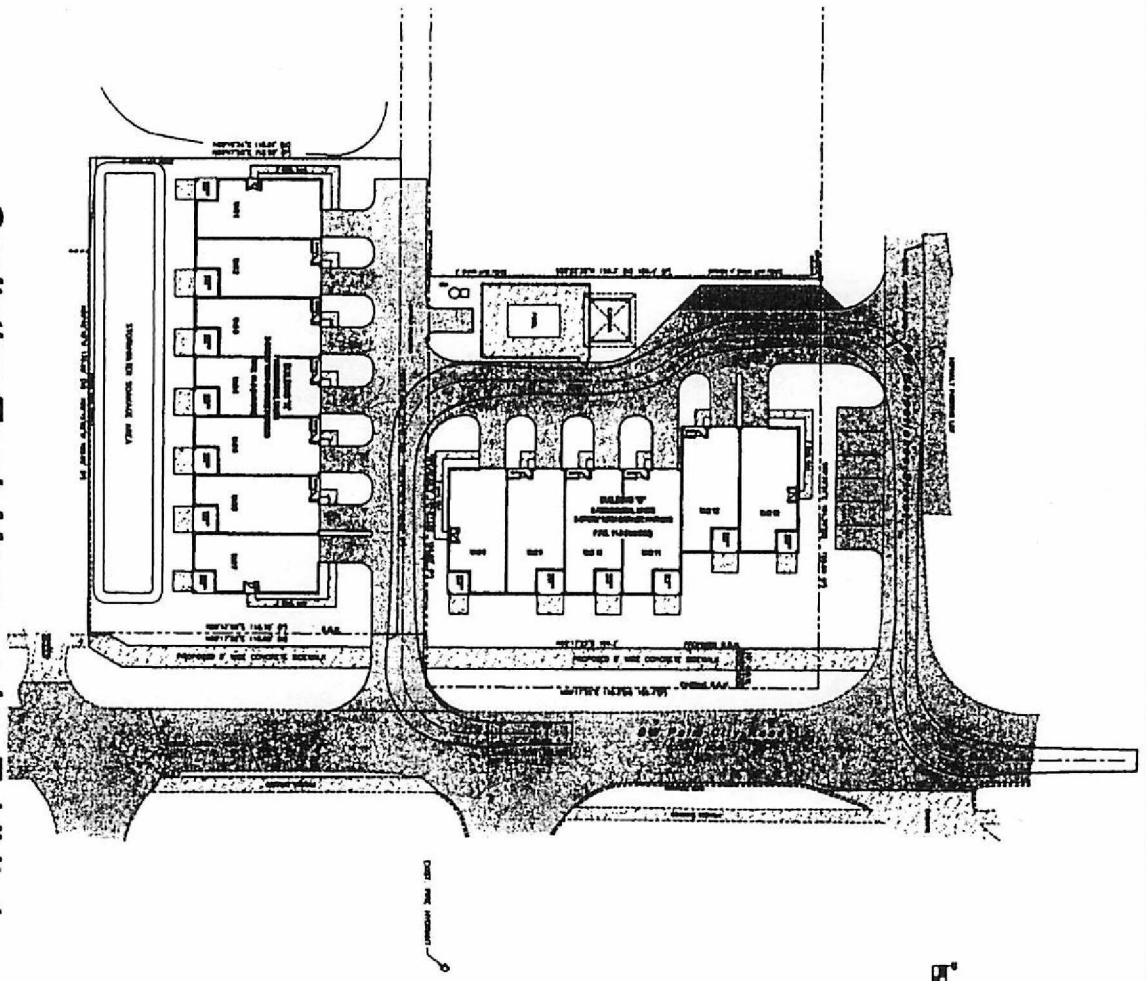


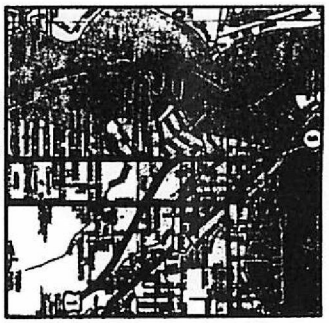
SITE DEVELOPMENT PLANS
PALMETTO COVE

FIRE TRUCK MANEUVERING EXHIBIT

C. CALVERT MONTGOMERY & ASSOCIATES, INC.

Sanitation Truck Maneuvering Exhibit 1





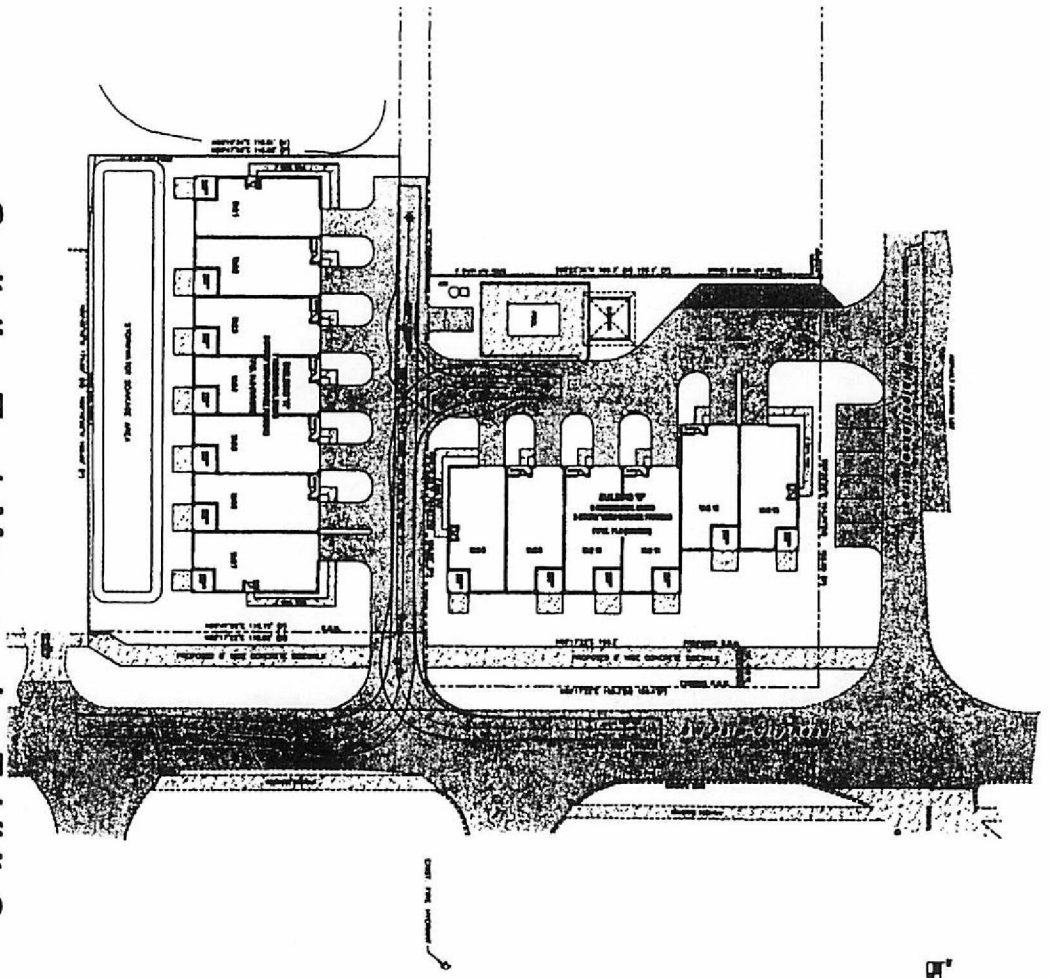
Vicinity Map
1"=1,000'

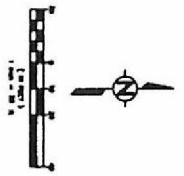
SITE DEVELOPMENT PLANS
PALMETTO COVE

SANITATION TRUCK MANEUVERING EXHIBIT 1

C. CALVERT MONTGOMERY & ASSOCIATES, INC.

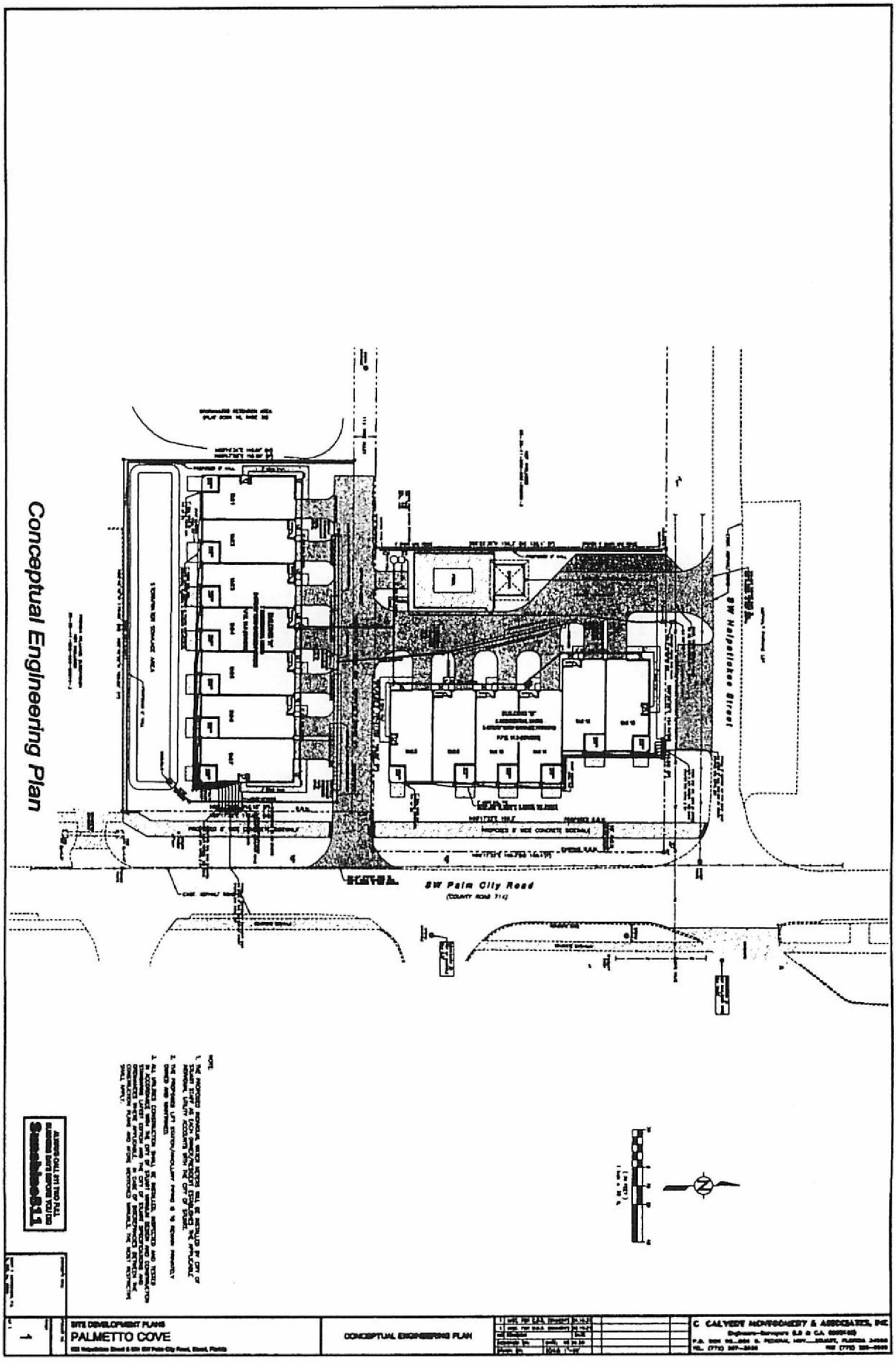
Sanitation Truck Maneuvering Exhibit 2





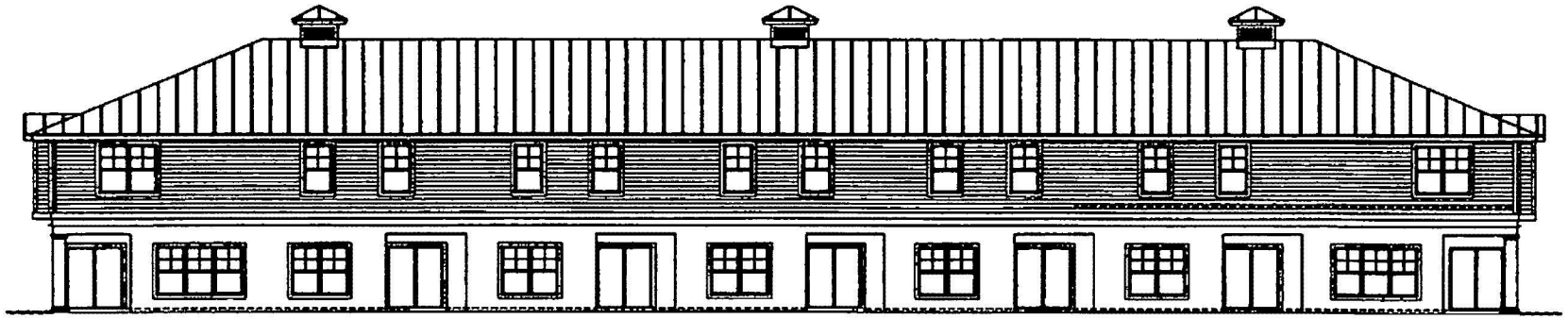
Vicinity Map
1"=1,000'

2	SITE DEVELOPMENT PLANS PALMETTO COVE	SANITATION TRUCK MANEUVERING EXHIBIT 2	C. CALVERT MONTGOMERY & ASSOCIATES, INC.


Conceptual Engineering Plan
SW Palm City Road
(COUNTY ROAD 714)
SW Halpatiokee Street
SITE DEVELOPMENT PLANS
PALMETTO COVE
CONCEPTUAL ENGINEERING PLAN
C. CALVERT MONTGOMERY & ASSOCIATES, INC.



BLDG A NORTH ELEVATION (PARKING)



BLDG A SOUTH ELEVATION

JOB NUMBER: 19-178A

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
471 S.E. COCONUT AVENUE
Tel : (772) 287-8268
Fax : (772) 287-8293
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING A FOR:
PALMETTO CALLE

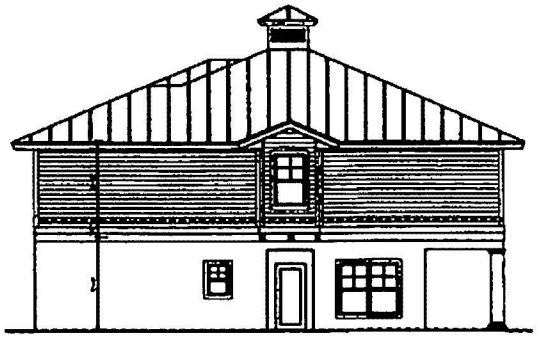
Address: stuart florida

Date Drawn: 9-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

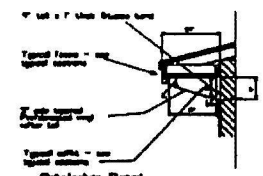
Revisions :



BLDG A EAST ELEVATION (STREET)



BLDG A WEST ELEVATION



Out-lasker Detail

JOB NUMBER: 19-178A

SHEET NO.

OF X.

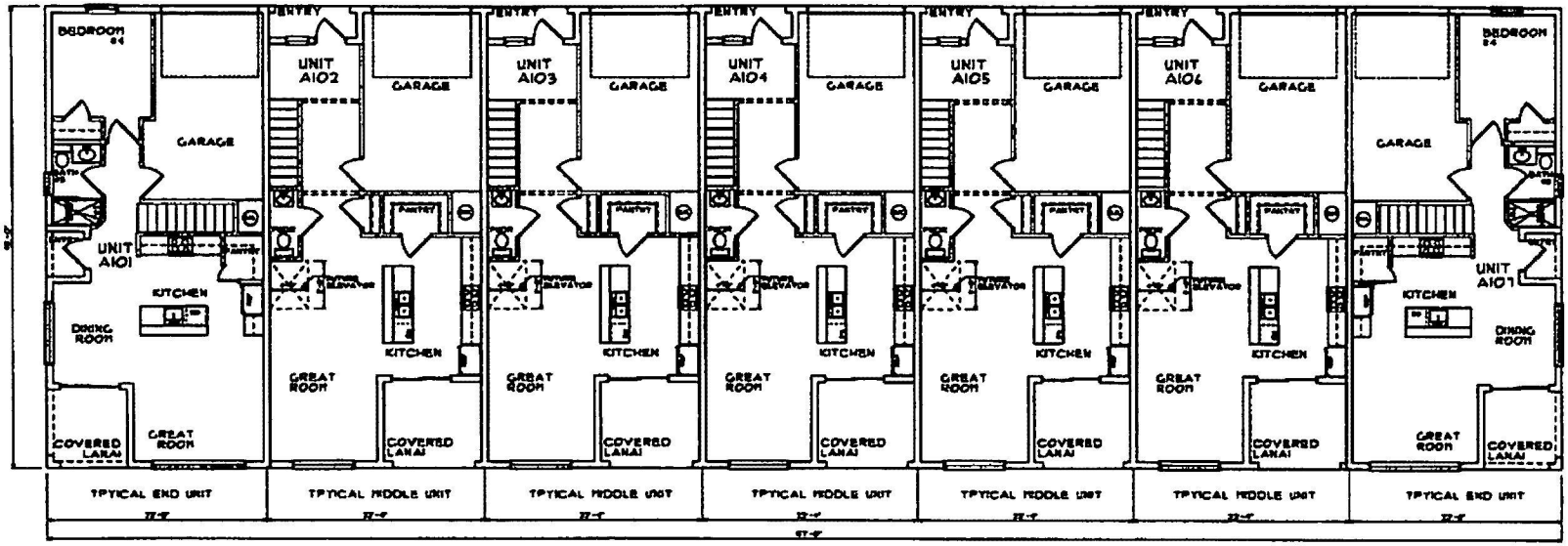
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-8268
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34994 AAC000032

BUILDING A FOR:
PALMETTO CALLE

Address: stuart florida

Date Drawn: 9-2-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions :



BUILDING A FLOOR PLAN

SCALE 3/8" = 1'-0"

Building A Square Footage TOTAL
First Floor Foot Print = 7,536 sq. ft.
Second Floor Foot Print = 7,409 sq. ft.
Total Footprint = 14,945 sq. ft.

JOB NUMBER: 19-178A
SHEET NO:
OF X.

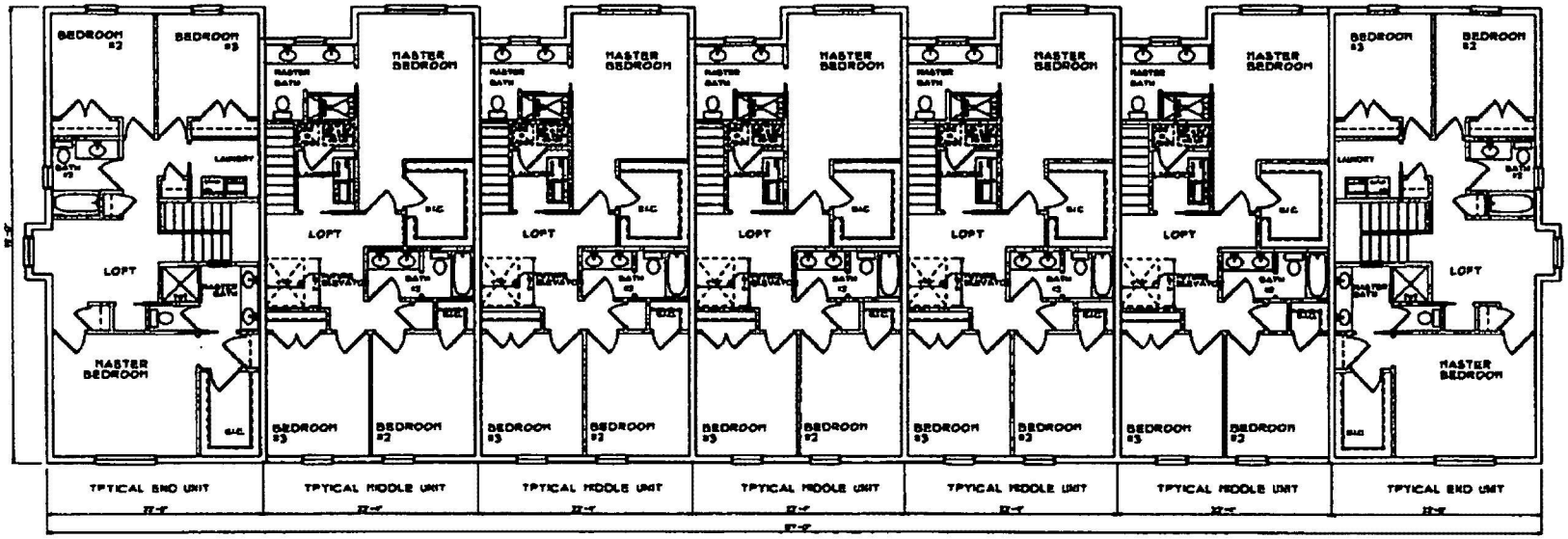
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel: (772) 287-8250
Fax: (772) 287-8253
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC000032

BUILDING A FOR:
PALMETTO CALLE

Address: stuart florida

Date Drawn: 8-31-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions:



BUILDING A SECOND FLOOR PLAN

SCALE 3/16" = 1'-0"

JOB NUMBER: 19-178A

SHEET NO:

OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
471 S.E. COCONUT AVENUE
Tel: (772) 287-8258
Fax: (772) 287-8259
Website: [illegible]
Stuart, FL 34996 #AAC000032

BUILDING A FOR:
PALMETTO CALLE

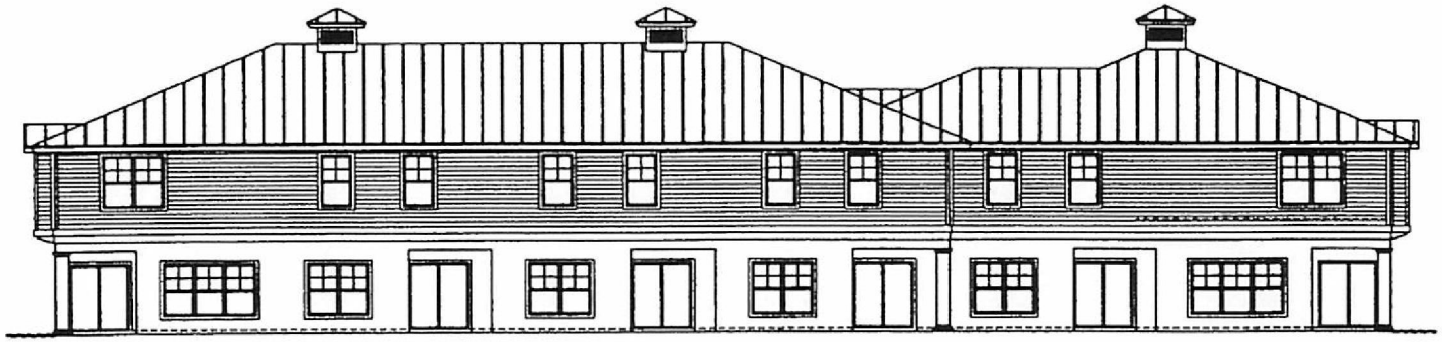
Address: stuart florida

Date Drawn: 8-21-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.

Revisions:



BLDG B WEST ELEVATION (PARKING)



BLDG B EAST ELEVATION (STREET)

JOB NUMBER:
19-178B
SHEET NO.
OF X.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-6756
Fax : (772) 287-8383
Website: www.bradenarchitects.com
Stuart, FL 34994 #AAC000093

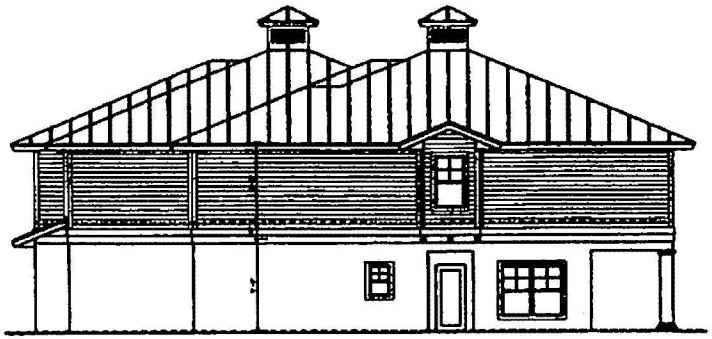
BUILDING B FOR:
PALMETTO CALLE

Address: stuart florida

Date Drawn: 8-21-20
Drawn by: D.R.B.
Checked by: C.C.U.
Checked by: D.R.B.

Revisions:

CFN#2906962 BK 3247 PG 1366 PAGE 29 of 35



BLDG B NORTH ELEVATION



BLDG B SOUTH ELEVATION

JOB NUMBER: 19-178B

SHEET NO.

OF X.

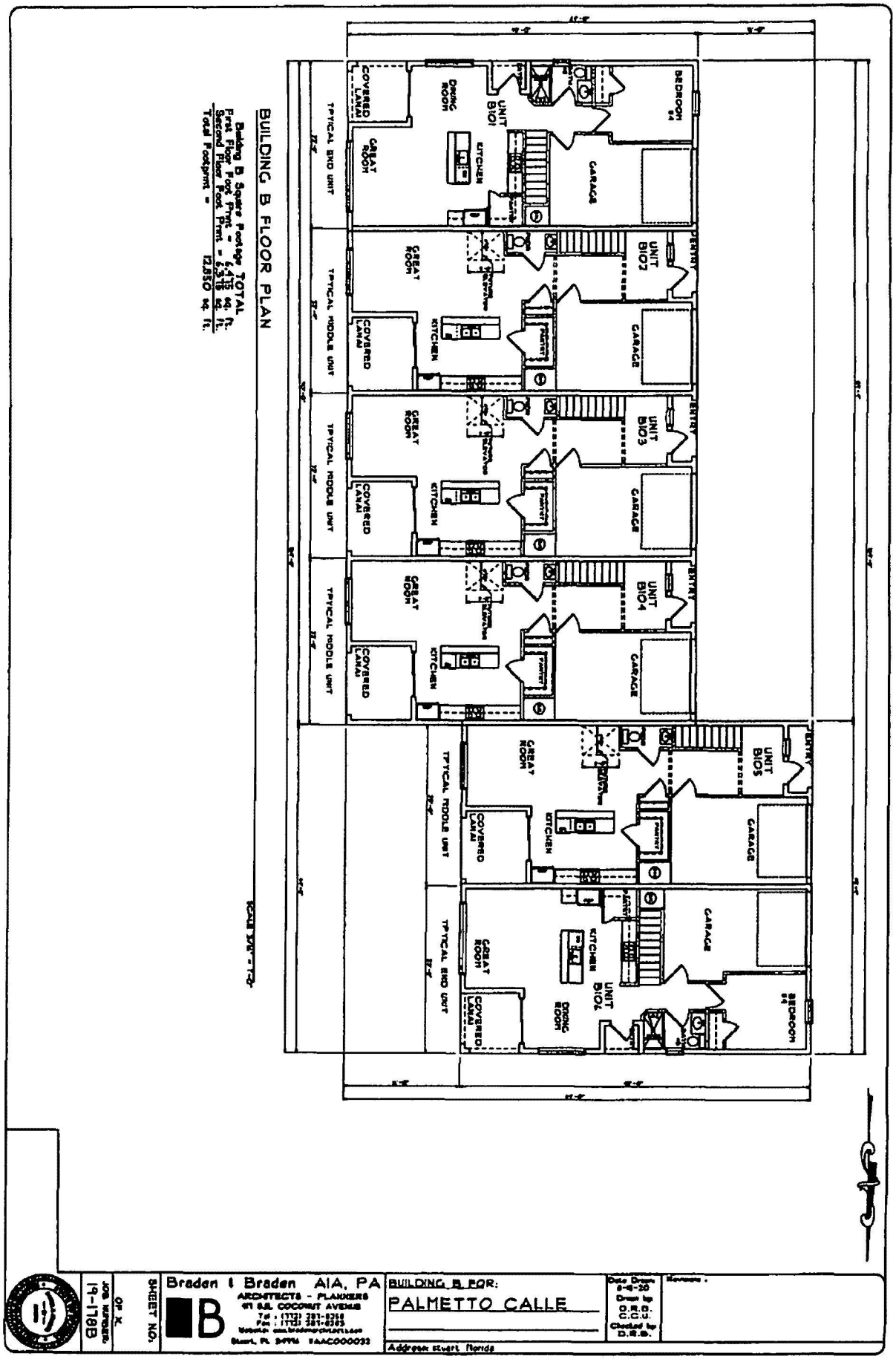
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-6258
Fax : (772) 287-6283
Website: [illegible]
Stuart, FL 34996 #AAC000032

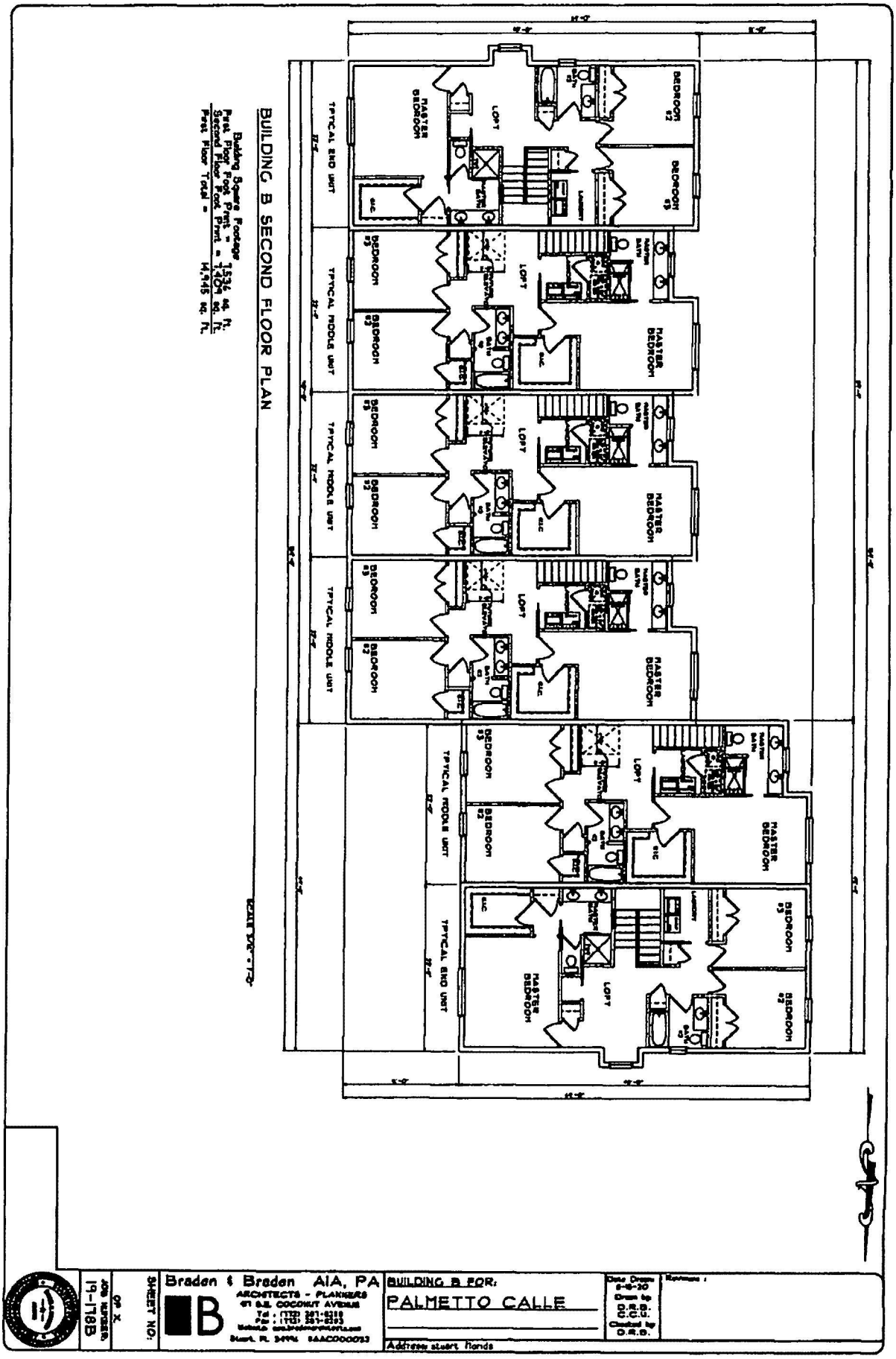
BUILDING B FOR:
PALMETTO CALLE

Address: stuart florida

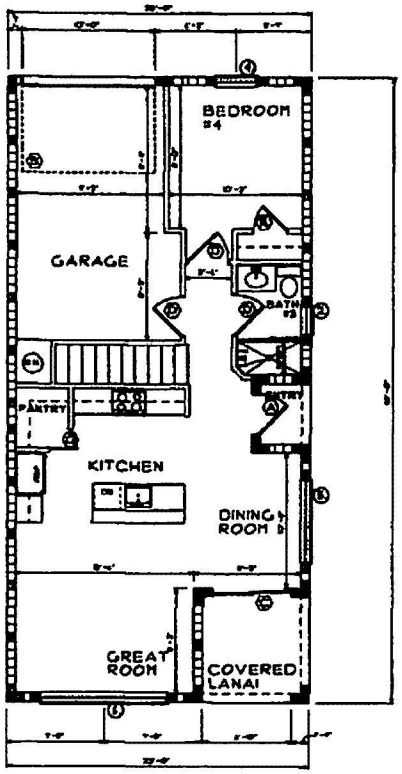
Date Drawn 8-21-20
Drawn by D.R.B. C.C.U.
Checked by D.R.B.

Revisions :

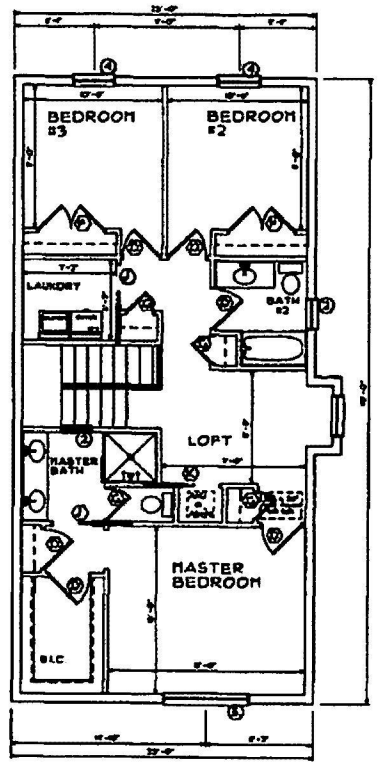

BUILDING B FLOOR PLAN
Building B Square Footage TOTAL
First Floor Foot Print = 6,415 sq. ft.
Second Floor Foot Print = 6,315 sq. ft.
Total Footprint = 12,850 sq. ft.
SCALE 3/16" = 1'-0"
BEDROOM #4
UNIT B101
UNIT B102
UNIT B103
UNIT B104
UNIT B105
UNIT B106
DINING ROOM
GREAT ROOM
KITCHEN
GARAGE
ENTRY
COVERED LANAI
TYPICAL END UNIT
TYPICAL MIDDLE UNIT
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
BUILDING B FOR:
PALMETTO CALLE
Address: stuart florida
Date Drawn: 8-4-20
Drawn by: D.R.B. C.C.U.
Checked by: D.R.B.
Revisions:
SHEET NO.
OF X
JOB NUMBER: 19-178B


BUILDING B SECOND FLOOR PLAN
Building Square Footage
First Floor Foot Print = 7,536 sq. ft.
Second Floor Foot Print = 7,409 sq. ft.
First Floor Total = 14,945 sq. ft.
TYPICAL END UNIT
TYPICAL MIDDLE UNIT
MASTER BEDROOM
LOFT
BEDROOM #2
BEDROOM #3
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
BUILDING B FOR:
PALMETTO CALLE
Address: stuart florida
SHEET NO:
19-178B

CFN#2906962 BK 3247 PG 1370 PAGE 33 of 35



Typical End Unit 1st Floor Plan
SCALE 1/4" = 1'-0"



Typical End Unit 2nd Floor Plan
SCALE 1/4" = 1'-0"

TYPICAL END UNIT PLANS

First Floor Square Footage

First Floor A/C =	760 sq. ft.
Covered Porch Total =	84 sq. ft.
Garage =	260 sq. ft.
First Floor Total =	1,104 sq. ft.

Second Floor Square Footage

Second Floor A/C =	1,054 sq. ft.

A/C Space Breakdown

First Floor A/C =	760 sq. ft.
Second Floor A/C =	1,054 sq. ft.
Total A/C space =	1,814 sq. ft.

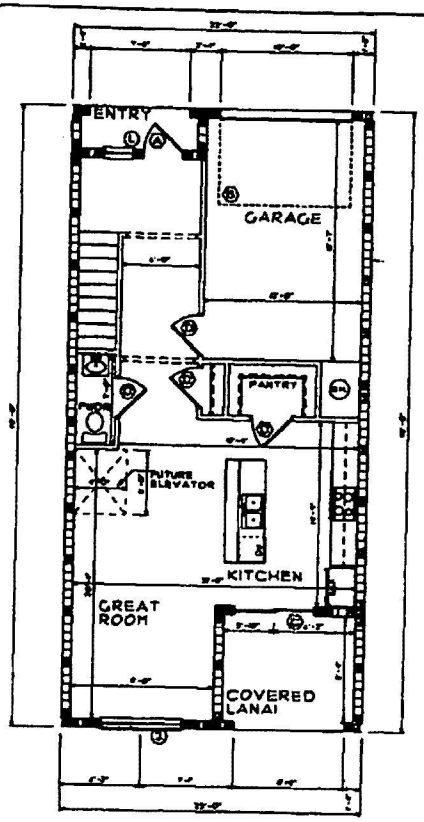
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
41 S.E. COCONUT AVENUE
Tel: (772) 287-8288
Fax: (772) 287-8283
Stuart, FL 34996 AAACOOOO33

Residence For:
Southern Landmark

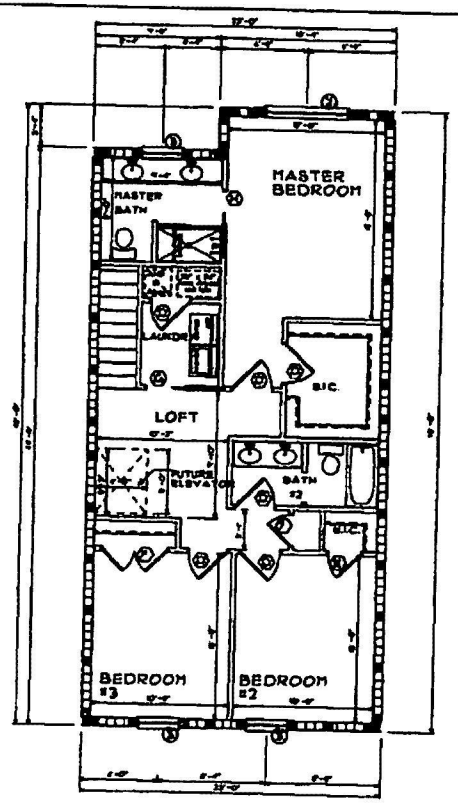
Address: Stuart Florida

Date Drawn: 9-23-19
Drawn by: H.T.C.
Checked by: D.R.B.
Revisions:

SHEET NO.:
OF
JOB NUMBER:
19-178



Typical Middle Unit 1st Floor Plan
SCALE 1/4" = 1'-0"



Typical Middle Unit 2nd Floor Plan
SCALE 1/4" = 1'-0"

TYPICAL MIDDLE UNIT PLANS

First Floor Square Footage

First Floor A/C =	684 sq. ft.
Covered Porch Total =	96 sq. ft.
Garage =	245 sq. ft.
First Floor Total =	1,055 sq. ft.

Second Floor Square Footage

Second Floor A/C =	982 sq. ft.

A/C Space Breakdown

First Floor A/C =	684 sq. ft.
Second Floor A/C =	982 sq. ft.
Total A/C space =	1,667 sq. ft.

Braden & Braden A/A, PA
ARCHITECTS - PLANNERS
Tel: (772) 287-2224
Fax: (772) 287-2225
Stuart, FL 34996 AAC000032

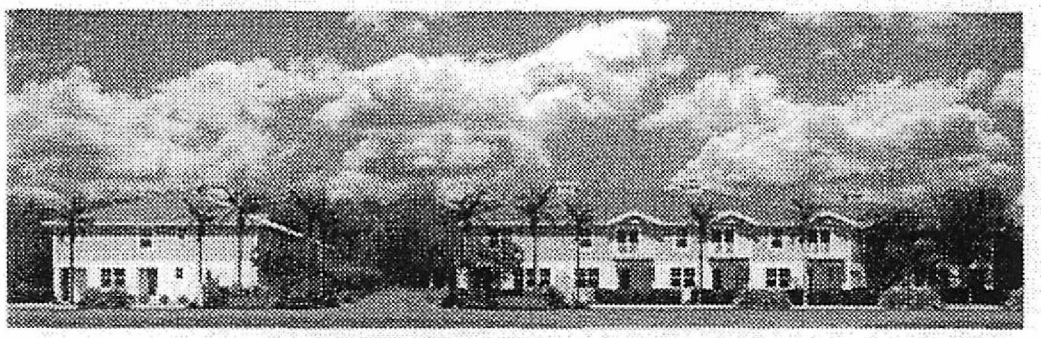
Residence For:
Southern Landmark

Address: Stuart Florida

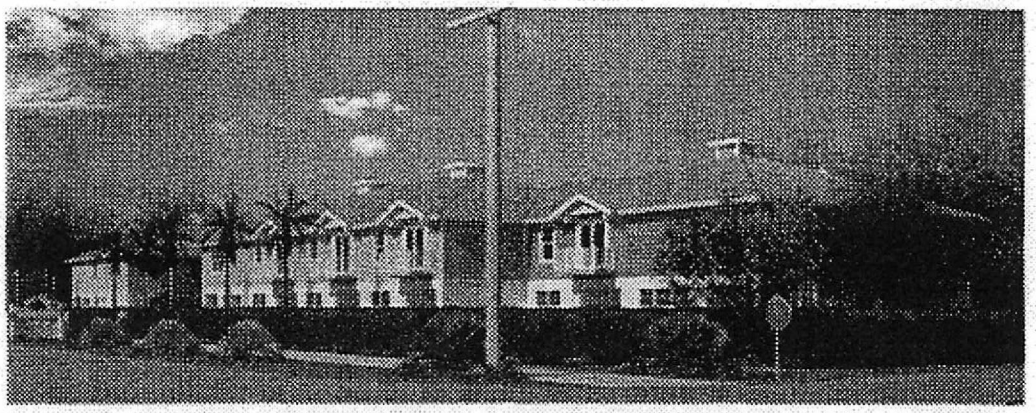
Date Drawn 8-2-20
Drawn by D.R.B.
Checked by D.R.B.

SHEET NO:
OF XX
JOB NUMBER:
18-

PALMETTO CALLE - STUART, FL



PALM CITY ROAD WEST FACING



PALM CITY ROAD SOUTHWEST FACING

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS

BUILDING A FOR:
PALMETTO CALLE

JOB NUMBER:
19-1784
SHEET NO:
OF X

CFN#2906962 BK 3247 PG 1372 PAGE 35 of 35

Stuart DEVELOPMENT

CITY OF STUART
DEVELOPMENT DEPARTMENT
RIGHT OF WAY ABANDONMENT APPLICATION

Reviewed By: _____

RECEIVED
MAY 25 2021
DEVELOPMENT

Application must be legible with all relevant fields completed.

Project ID# Z21050005
(Staff Entry)

Pre-App Conference Date:	Application Date: Received By:
Project Name: **Palmetto Cove**	
Parcel ID# **05-38-41-009-002-00010-8** and **05-38-41-024-000-00020-0**	Project Address: **Southwest corner of Halpatiokee Street and Palm City Road**
Zoning/CRA Sub-district: **RPUD**	
Subdivision:	Lot(s):
Fee: $787.00 plus 100% of appraised value *(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)*	
Submittal Requirements: A completed application form, the payment of fees, and pertinent information as determined by the Development Director.	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the City Commission public hearing.	
Justification: Please provide justification supporting the request for the abandonment, vacation or change of name of any street, alley, road, or public way *(include additional pages if needed):*	

The requested abandonment will provide private access to the Palmetto Cove residents and will protect existing private residences to the west from unexpected and unnecessary intrusion of vehicles from Palm City Road. The alleyway sought to be abandoned was created by a plat recorded at a time far removed from today with access concepts that are inappropriate for this area today.

(over)

General Information

(Please Print or Type)

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

Name:	City/State/Zip Code: **Wellington, FL 33414**
Title:	Telephone Number: **(561) 307-2998**
Company: **924 SW Palm City Road, LLC**	Facsimile Number:
Company Address: **12917 Mizner Way**	Email Address (optional): **niccolasdanielcalle@gmail.com**

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

Name: **Terence P. McCarthy, Esquire**	City/State/Zip Code: **Stuart, FL 34994**
Title:	Telephone Number: **(772) 286-1700**
Company: **McCarthy Summers Wood Norman Melby & Schultz, P.A.**	Facsimile Number: **(772) 283-1803**
Company Address: **2400 SE Federal Highway, 4th Floor**	Email Address (optional): **tpm@mccarthysummers.com**

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

Name:	City/State/Zip Code: **Wellington, FL 33414**
Title:	Telephone Number: **(561) 307-2998**
Company: **924 SW Palm City Road, LLC**	Facsimile Number:
Company Address: **12917 Mizner Way**	Email Address (optional): **niccolasdanielcalle@gmail.com**

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

4. Signed this 12 day of May, 2021.

924 SW Palm City Road, LLC, a Florida limited liability company

Nicolas Calle

Nicolas Calle, Manager

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

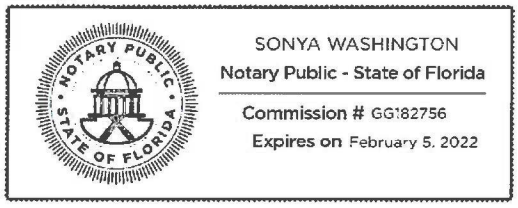
(over)

As of January 01, 2020, Any and all notarial certificates prepared under Florida law must indicate whether the principal appeared by means of physical presence or by online notarization. Florida Statue 117.05

(a) For an oath or affirmation:

STATE OF Florida
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ✓ online notarization, this 12th day of May, 2021, by **Nicolas Calle, Manager of 924 Palm City, LLC, a Florida limited liability company, on behalf of the Company.**



Sonya Washington Online Notary

(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public

Sonya Washington

Personally Known OR Produced Identification

Type of Identification Produced:
FL drivers license provided

Notarized online using audio-video communication

McCARTHY SUMMERS WOOD NORMAN MELBY & SCHULTZ P.A.
Attorneys at Law

RECEIVED
MAY 25 2021
DEVELOPMENT
Received By:

May 25, 3021

VIA HAND-DELIVERY
Tom Reetz
Development Department
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood

Donna R. McMillan
Jessica M. VanValkenburgh
Christen Spake
Kimberly A. Ryan
David A. Lewis

*Board Certified Real Estate Lawyer
**Board Certified Wills, Trusts & Estates Lawyer
***Board Certified Elder Law Lawyer

Re: ***Palmetto Cove***
Right of Way Abandonment Application

Dear Tom:

Enclosed please find the following:

1. Right of Way Abandonment Application, executed on behalf of 924 SW Palm City Road, LLC;
2. Signed and sealed Sketch & Description, prepared by Christian Fenex and Associates, LLC, and identified as Sketch No. 219051_Alley;
3. Our check, made payable to the City of Stuart, in the application amount of $787.00.

Please advise should you need anything further.

Very truly yours,

Donna A. Dempsey, FRP
Paralegal to: Terence P. McCarthy, Esquire
/s

Enclosures

cc: Client (Via E-Mail)

P:\DOCS\16491\16491.01\LTR\34U4983.DOCX 5/25/2021 11:06:36 AM

AN APPRAISAL OF

A 2,032 SF RIGHT OF WAY ABANDONMENT FOR THE PALMETTO CALLE TOWNHOME PROJECT
LOCATED BETWEEN
924 SW PALM CITY ROAD & 501 HALPATIOKEE STREET
STUART, FL 34994

PREPARED FOR
MR. NICOLAS CALLE
ASSET MANAGER
SEAHORSE CAPITAL
12917 MIZNER WAY
WELLINGTON , FL 33414

CRE VALUATION SERVICES

Date of Valuation: July 23, 2021
Date of Report: August 17, 2021

By:

CRE VALUATION SERVICES
100 SW ALBANY AVENUE
SUITE 200
STUART, FL 34994

CRE Job#3745772155

August 17, 2021

Mr. Nicolas Calle
Seahorse Capital

Re: A 2,032 SF Right of Way Abandonment for the Palmetto Calle Townhome Project Located between
924 SW Palm City Road & 501 Halpatiokee Street
Stuart, FL 34994

We have performed an appraisal on the above referenced property, the conclusions of which are set forth in the attached Summary Report. The type of value sought in our appraisal of the subject was a market value opinion of the property using the "across the fence method" as of July 23, 2021 subject to the general assumptions and limiting conditions cited herein.

The subject property is a 2,032 square foot right of way abandonment situated between two parcels located at 924 SW Palm City Road and 501 Halpatiokee Street in Stuart, Florida. Situated along the west side of SW Palm City Road between SW Halpatiokee Street and SW Riverview Street, the right of way abandonment bifurcates the proposed Palmetto Calle Townhome project containing (13) proposed townhomes.

Currently, the subject is not known to be under contract and is not listed for sale.

The subject property is an owner/user property and is not encumbered by any arms-length lease but as a right of way is encumbered. We have assumed the subject is available for assemblage and have appraised the subject as unencumbered within the report herein. Therefore, the right of ownership appraised herein are that of the Fee Simple Estate

This report is intended for use only by Seahorse Capital and use by others is not intended by CRE Valuation Services. This report's intended use is to provide an opinion of Market Value of a right of way that bifurcates the site using the "across the fence" methodology only and is not intended for any other use. The intent of this report is conformance with the Ethical Standards of the Appraisal Institute as well as meeting with the standards of USPAP.

In view of the following facts and data in conjunction with this appraisal, it is the opinion of CRE Valuation Services that the market value "as is" of the Fee Simple interest in the property using the "across the fence" methodology as of July 23, 2021, and subject to the general assumptions and limiting conditions, was:

$19,000

Hypothetical Conditions and Extraordinary Assumptions –

We were provided with the Palmetto Cove Site Development Plans, Abandonment Application Package, and a Boundary Survey for the Palmetto Cove project as well as the right of way. We have relied on this information within the report within. We have assumed the subject is available for assemblage and have appraised the subject as unencumbered within the report herein utilizing the across the fence methodology. If we are provided with any data to the contrary, we retain the right to amend this appraisal and the value found herein.

The estimated reasonable marketing period for the subject at the indicated value is six (6) months.

COVID-19 Statement: The analysis in this appraisal has specifically considered the market conditions pre and post COVID-19 pandemic. Although there have nationally and globally been significant economic impacts, the impacts locally to Martin, St. Lucie and Indian River County have been contained to specific industries and businesses and have not indicated a large scale slow-down in economic activity. Home builders report robust sales activity, higher than pre-Covid. Property managers across Industrial, Office and Retail properties report less than 10% tenant default rates and report most of the default activity is contained to tenants who were struggling prior to the pandemic. Land brokers report that home builders have ramped up land acquisition and this has fueled speculation in land and development. Overall, the Treasure Coast real estate market has not had a significant negative impact from Covid, with the impact largely balancing a market that had been in a state of demand outweighing supply.

After conducting broker interviews and market analysis within the Stuart neighborhood, we have determined that there has been no negative impact on the subject's immediate neighborhood.

Our firm appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact us.

Respectfully submitted,



CRE Valuation Services
Nikolaus M. Schroth, CCIM
State Certified General Real Estate Appraiser RZ3704
Managing Partner



CRE Valuation Services
Thomas J. Johnson MAI, SRA
State Certified General Real Estate Appraiser RZ798
Senior Appraiser



Erik Odegard
Registered Trainee Appraiser RI24196

TABLE OF CONTENTS

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View of Subject



View of Subject



View of Subject



View of Subject

Property Data

Property	N/A SF (GLA) Vacant Land 2,032 SF Right of Way Abandonment for the Palmetto Calle Townhome Project 924 SW Palm City Road & 501 Halpatiokee Street Stuart, FL 34994
Date of Valuation	July 23, 2021
Date of Report	August 17, 2021
Interest Appraised/Type of Value	Fee Simple As Is
Owner of Record	924 SW Palm City Road LLC

Physical Data

Land Area	0.05 Acres (2,032 SF)
Zoning/Land Use Classification	R-3/RPUD Stuart
Highest and Best Use As Part of the Whole	
"As if Vacant"	Residential development to maximum density
"As Improved"	N/A

Market Value Indications

"As Is" As Part Of The Whole

Sales Comparison Approach	$19,000
Cost Approach	N/A
Income Capitalization Approach	N/A
Market Value "As Is"	$19,000
Value/(Square Foot)	$9.35
Exposure Time	months
Market Time	6 months

This appraisal report has been made with the following general assumptions:

1. Any legal description or plats reported herein are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings, or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. We have made no survey of the property and assume no responsibility in connection with such matters.
2. The appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the appraiser or the appraiser's staff or was obtained or taken from referenced sources and is considered reliable. No responsibility is assumed for the costs of preparation or for arranging geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
3. No responsibility is assumed for matters legal in nature. Title is assumed to be good and marketable and in leased fee unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated.
4. Unless otherwise stated herein, it is assumed there are no encroachments or violations of any zoning or other regulations affecting the subject property and the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no trespasses or encroachments.
5. CRE Valuation Services assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
6. It is assumed the subject property is not adversely affected by the potential of floods, unless otherwise stated herein.
7. It is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
8. Unless otherwise stated within the report, the depiction of the physical condition of the improvements described herein is based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made. No responsibility is assumed for hidden, unapparent, or masked property conditions or characteristics that were not clearly apparent during our inspection.
9. If building improvements are present on the site, no significant evidence of termite damage or infestation was observed during our physical inspection, unless so stated in the report. No termite inspection report was available, unless so stated in the report. No responsibility is assumed for hidden damages or infestation.
10. Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
11. No responsibility is assumed for hidden defects or for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.

12. Responsible ownership and competent property management are assumed.
13. The appraisers assume no responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
14. The value estimates reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimates, unless such proration or division of interests is set forth in the report.
15. Any division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
16. Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment.
17. Unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered, unless otherwise stated. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
18. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are our best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
19. Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
20. CRE Valuation Services representatives are not experts in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraisers are not qualified to detect such substances. The client is urged to retain an expert in this field.
21. We are not experts in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life that may be present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent endangered species impact studies, research, and investigation that may be provided.

22. No environmental impact studies were either requested or made in conjunction with this analysis. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, and investigation that may be provided.
23. The appraisal is based on the premise that there is full compliance with all applicable environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
24. Neither all nor any part of the contents of this report or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media, without the prior written consent and approval of the appraisers. This limitation pertains to any valuation conclusions, the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof.
25. Although the appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the appraiser either by the client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or estimates of value.
26. Often real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
27. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with various disability requirements. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements was not considered in estimating the value of the property.
28. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk and may be subject to legal action. Written consent must be obtained prior to any third-party use.
29. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the US Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
30. The right is reserved by the appraiser to make adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the appraiser or appraisers. The appraiser(s) shall have no responsibility for any unauthorized change(s) to the report.

31. If the client instructions to the appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
32. The submission of this report constitutes completion of the services authorized. It is submitted on the condition the client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, and judicial or administrative proceedings. In the event the appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the client immediately. The client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the estimate of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
33. Use of this appraisal report constitutes acknowledgement and acceptance of the general assumptions and limiting conditions, special assumptions (if any), on which this estimate of market value is based.

Hypothetical Conditions and Extraordinary Assumptions – We were provided with the Palmetto Cove Site Development Plans, Abandonment Application Package, and a Boundary Survey for the Palmetto Cove project as well as the right of way. We have relied on this information within the report within. We have assumed the subject is available for assemblage and have appraised the subject as unencumbered within the report herein utilizing the across the fence methodology. If we are provided with any data to the contrary, we retain the right to amend this appraisal and the value found herein.

We certify that, to the best of our knowledge and belief:

A viewing of the subject site, the improvements and the market area was conducted on July 23, 2021 by Nikolaus Schroth and Erik Odegard.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this evaluation.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Appraisal Institute and USPAP.
- Erik Odegard provided real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report the undersigned has completed the requirements of the continuing education program of the Appraisal Institute for members.
- Erik Odegard currently holds the appropriate Trainee License allowing the performance of real estate appraisals in connection with federally related transactions in the state in which the subject property is located, under the supervision of Thomas J. Johnson.
- It is acknowledged that Erik Odegard, Registered Trainee Appraiser RI24196, under the direct supervision of Thomas J. Johnson, MAI, SRA, State Certified General Real Estate Appraiser RZ798, made a significant professional contribution to this evaluation, consisting of participating in the property inspection, conducting research on the subject, competitive markets and comparable data, performing appraisal analyses, and assisting in the report writing, all under the appropriate supervision.
- I, Thomas J. Johnson, MAI, SRA, the supervisory appraiser of a registered trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility

for any work performed by the registered appraiser trainee named in this report as if it were my own work.

- We have not appraised the subject property in the past five years.



CRE Valuation Services
Nikolaus M. Schroth, CCIM
State Certified General Real Estate Appraiser RZ3704
Managing Partner



CRE Valuation Services
Thomas J. Johnson MAI, SRA
State Certified General Real Estate Appraiser RZ798
Senior Appraiser



Erik Odegard
Registered Trainee Appraiser RI24196

Property Appraised

2,032 SF Right of Way Abandonment for the Palmetto Calle Townhome Project
Situated between
924 SW Palm City Road & 501 Halpatiokee Street
Stuart, FL 34994

Property Identification

The subject property is a 2,032 square foot right of way abandonment situated between two parcels located at 924 SW Palm City Road and 501 Halpatiokee Street in Stuart, Florida. Situated along the west side of SW Palm City Road between SW Halpatiokee Street and SW Riverview Street, the right of way abandonment bifurcates the proposed Palmetto Calle Townhome project containing (13) proposed townhomes. The location of the subject is ranked as average compared to other properties in the area. Overall, the subject is considered a desirable site within the city of Sturt with close proximity to Downtown Stuart.

Advantages:

- Located within the city of Stuart
- Land use/zoning allow for a variety of residential projects
- Good density at 13 UPA

Challenges:

- Site faces a large Publix shopping center

Type of Value, Intended Use & User of Appraisal

The type of value sought in our appraisal of the subject was a market value opinion "as is" for the fee simple interest in the property of July 23, 2021 utilizing the "across the fence" methodology, subject to the extraordinary assumptions and limiting conditions cited herein.

It is our understanding that this appraisal will be used by our client, Seahorse Capital, for to provide an opinion of Market Value of a right of way that bifurcates the site using the "across the fence" methodology and is not intended for any other use.

Property Rights Appraised

The subject property is an owner/user property and is not encumbered by any arms-length lease but as a right of way is encumbered. We have assumed the subject is available for assemblage and have appraised the subject as unencumbered within the report herein. Therefore, the right of ownership appraised herein are that of the Fee Simple Estate

Scope of Appraisal/Extent of the Data Collection Process

This appraisal considered all three approaches to value, (1) Sales Comparison Approach, (2) Income Capitalization Approach and the (3) Cost Approach. The procedures and methodologies employed in these approaches are outlined in the Appraisal Process section of this report. Following is a summary of steps completed by the appraisers in this assignment.

1. The subject was viewed on July 23, 2021. The surrounding area and influences were also viewed at this time. Specific information relative to the subject property was provided by representatives of the owners which included Palmetto Cove Site Development Plans, Abandonment Application Package, and a Boundary Survey for the Palmetto Cove project.
2. Gathered information from various secondary data sources regarding regional and local economic and demographic data specifically relating to the regional, city and neighborhood analyses.
3. Analyzed trends in the market through confirmation of comparable sales. Market participants active in this market were also interviewed.
4. Reviewed a plat involving the subject property.
5. Analyzed the highest and best use of the site "as if vacant" and "as improved". Supply, demand, and absorption potential, as well as construction costs and required yields, were analyzed relative to the subject market and specifically the subject property. Alternative uses were also analyzed relative to their financial feasibility.
6. Confirmed recent sales of comparable land sales throughout the region, if applicable.
7. Analyzed comparable rentals, if applicable. This data was utilized to form a market rent opinion in the Income Capitalization Approach.
8. A Reconstructed Operating Statement was prepared with projected rent and projected expenses, if applicable.
9. Analyzed the data to arrive at conclusions of value via all applicable approaches to value.
10. Reconciled the results of these analyses into a probable range of value, and finally, a market value conclusion as of July 23, 2021 on an "Fee Simple" basis.
11. Opined to the exposure time and marketing period inherent in the value opinions.
12. Prepared a Summary Report.

History of the Subject Property

The parcel to the north and south of the subject property was purchased by the current owner, 924 SW Palm City Road LLC, from Lynn K Fessler for the sum of $350,000 according to public records. The requested abandonment will provide private access to the Palmetto Cove residents and will protect existing private residences to the west from unexpected and unnecessary intrusion of vehicles from Palm City Road.

Currently, the subject is not known to be under contract and is not listed for sale.

CRE has requested from the property contact copies of all pertinent information related to the property. A copy of the information request is contained in the addendum of this report. CRE reserves the right to amend this report, the scope of work and the engagement letter terms should additional information be provided after the date of Report Date herein.

Competency

The appraisers involved in this assignment have, collectively, considerable experience in appraising commercial properties within the region. The appraisers have historically been engaged in appraisal work in the geographical area of the subject property. The company maintains a database on this area for similar properties. Further, we are versed in the analytical methods typically employed in appraising this property type. In summary, we believe we have adequate knowledge of the property type, geographical location, and analytical methods necessary to comply with the competency requirements of USPAP.

Introduction

The subject site is a mostly rectangular shaped right of way located along the west side of SW Palm City Road between SW Halpatiokee Street and SW Riverview Street in Stuart, Florida. Zoned R-3 with a future land use of RPUD by Stuart, the right of way contains 0.05 acres or 2,032 square feet and does contains minimal frontage along SW Palm City Road, which is an arterial roadway within the neighborhood. The parcels bordering the subject are as follows:

North – Multi-Family Residential
South – Single-Family Residential
East – Publix Shopping Center
West – Single-Family Residential

Martin County Neighborhood Analysis

Martin County, Florida is located on Florida's Treasure Coast and contains a total area of 753 square miles (1,950 km^2) of which 543 square miles (1,410 km^2) is land and (27.8%) is water. It is the fifty-third largest county by total area. Martin County contains five incorporated cities including Stuart, Jupiter Island, Sewall's Point, Ocean Breeze and, as of December 2017, Indiantown. Of the five incorporated cities, Stuart is the largest. Unincorporated areas in Martin County include Hobe Sound, Hutchinson Island, Port Salerno, Jensen Beach and Rio.

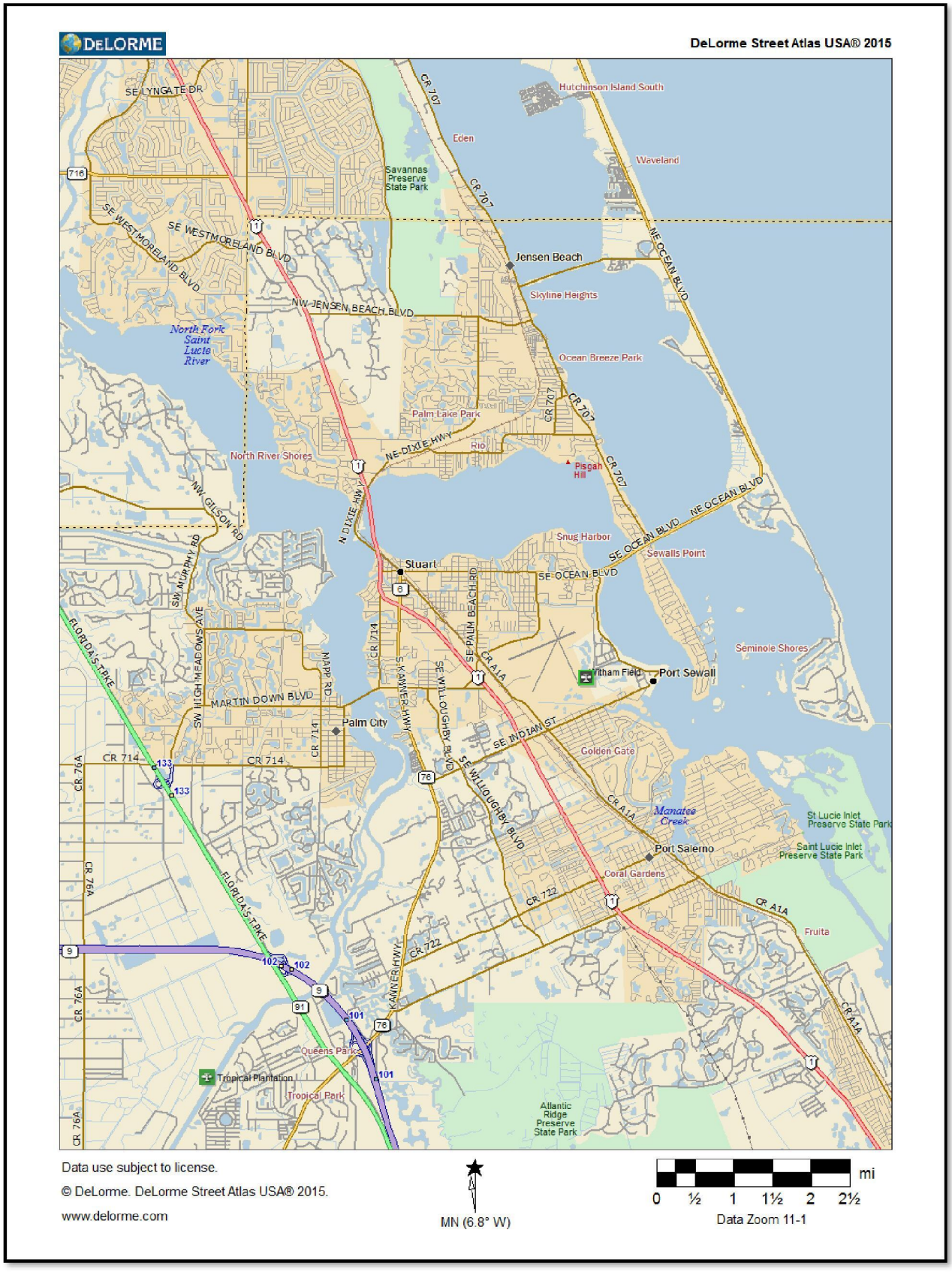
Neighborhood Access

There are nine (9) airports located in Martin County, two (2) are public, seven (7) are private. The two closest major airports are West Palm Beach International Airport, approximately 30 miles to the south and Melbourne International Airport, approximately 60 miles to the north. Witham Field Airport, one of the two public airports is located in Stuart. In June 2018, the construction of 3,210 square foot U.S. Customs Facility at Witham Field was completed. The project planning began in September 2010 during the Airport Master Planning Process with the Martin County Board of County Commissioners. The facility processes international travelers arriving in Martin County via aircraft and marine vessels and allows Martin County boaters, pilots, residents, and visitors to clear U.S. Customs without having to travel to Fort Pierce or West Palm Beach.

A significant north/south road in the area is U.S. Highway 1 (aka Federal Highway) which is the main north/south road running through Stuart. Another main road, Kanner Highway (State Road 76), is the principal Interstate 95 gateway to the Stuart area. There are two bridges connecting south Martin County to North Martin County; the old Roosevelt Bridge, a draw bridge and the new Roosevelt Bridge. Both are still operable.

The primary east/west arteries are Salerno Road and Cove Road in the southern part of Stuart, Monterey Road and Indian Street in the central area and East Ocean Boulevard in the north. Indian Street is a four-lane divided highway, which is a collector street for subdivisions like Willoughby and Fisherman's Cove. It runs between Kanner Highway and Saint Lucie Boulevard, east of Stuart. Monterey Road, a four-lane divided artery between U.S. Highway 1 and Mapp Road, provides access to Martin Downs Boulevard and Florida's Turnpike. East Ocean Boulevard (A1A) connects Dixie Highway and U.S. Highway 1 with Hutchinson Island and communities along the Atlantic Ocean in northern Martin County. Monterey Road and Indian Street are the only two roads that offer a connection between Stuart and Palm City

These arteries have traffic characteristics that are similar to one another, but all have lower traffic flows than the U.S. Highway 1 corridor. Each of these arteries are developed with a variety of commercial uses including neighborhood shopping centers, smaller strip type and self-standing retail centers, restaurants, professional office buildings, gasoline service stations, and convenience stores. There are also some uses exclusive to the neighborhood like motels, boat yards, churches, and cemeteries.


DeLorme
DeLorme Street Atlas USA® 2015
SE LYNGATE DR
SE WESTMORELAND BLVD
NW JENSEN BEACH BLVD
North Fork Saint Lucie River
Savannas Preserve State Park
Hutchinson Island South
Eden
Waveland
Jensen Beach
Skyline Heights
Ocean Breeze Park
Palm Lake Park
North River Shores
Rio
Pisgah Hill
NE DIXIE HWY
N DIXIE HWY
NW GIBSON RD
SW MURPHY RD
Snug Harbor
Sewalls Point
SE OCEAN BLVD
NE OCEAN BLVD
Stuart
SE PALM BEACH RD
CR A1A
Seminole Shores
Witham Field
Port Sewall
SW HIGH MEADOWS AVE
MARTIN DOWN BLVD
Palm City
CR 714
SE WILLOUGHBY BLVD
SE INDIAN ST
Golden Gate
Manatee Creek
St Lucie Inlet Preserve State Park
Port Salerno
Coral Gardens
CR 722
Fruita
FLORIDA'S TPKE
KANNER HWY
Queens Park
Tropical Plantation
Tropical Park
Atlantic Ridge Preserve State Park
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Growth Management

The City of Stuart is the primary location of most employment in Martin County. It also has the greatest concentration of residential, commercial and industrial development in the area. Employment consists of a variety of small-to-medium sized commercial ventures with no large-scale employers aside from the school district, hospitals and other institutions. Industries making up Stuart and Martin Counties employment base consist of Aviation tied to Witham Airfield, Boat Manufacturing located primarily in the SPS and Gran Park Industrial areas with ties to the Manatee Pocket and trades and construction which flows with the residential housing market in the area. Banking has made a rebound with the recent economic expansion and Seacoast Bank is the local bank, founded in Martin County in 1926 with a Market Cap of $2.17 billion and growing through acquisitions of other banks. The professional and medical sectors also contribute significantly to employment within the county, as the age and income demographics lend the county to wealth management and medical needs.

Cleveland Clinic, formerly Martin Health Systems, has several hospitals in various locations throughout Martin and Saint Lucie Counties. Its primary campus is located just north of East Ocean Boulevard along the south shore of the St. Lucie River within Downtown Stuart. At the end of 2017, city commissioners approved a development agreement allowing the hospital to raise some of its buildings above the city of Stuart's four-story height limit. Another outpatient facility is located at Salerno Road and Willoughby Boulevard adjacent to the Indian River State College Campus. Tradition in Port St. Lucie is home to Cleveland Clinic's Tradition Medical Center which opened in 2013. Expansions that were completed in 2018 and include expansion of the maternity and neonatal ICU, a 12-bed progressive care unit and a second medical office building that will contain an outpatient surgery center and pharmacy. In the beginning of 2018, a new pediatric unit was added as well. The complete campus contains a total of nine stories and 180 patient rooms and was recently expanded to include the former VGTI building to the south of the campus. An outpatient facility was completed at the corner of Kanner Highway and Indian Street in 2019 and contains 85,872 square feet with 90 exam rooms, 6 procedure rooms and more than 50 offices.

Martin County School District, also referred to officially as the School Board of Martin County, is a public-school district that covers Martin County, Florida. This School District is a top-rated school district in Florida with excellent testing scores and graduation rates. There is a total of 20 schools administered by the Martin County School District which include three public high schools, five middle schools and twelve elementary schools. In 2019 the school district purchased the former TC Palm Building after the paper was sold again and staffing was significant cut in the region.

Martin County historically has embraced a controlled to low growth attitude. Land use and zoning changes are difficult to obtain and preserve requirements are strictly enforced, with no provision for mitigation of wetlands, which encumber much of the remaining vacant land within the urban service boundary. The overall climate is negative for new development but represents a positive for existing properties because of the time and cost involved in planning new construction in Martin County. In the City of Stuart, land

use and zoning changes are more easily obtained. Most of the development occurring today in Martin County has been achieved through annexation into the City of Stuart.

Development Activity

Since 2017 there has been a significant uptick in development activity in Martin County, mostly within the city of Stuart. The following are some of the more impactful developments that can be seen in the market today:

- Axis Stuart is a 284 unit Luxury apartment complex on Federal Highway near the Treasure Coast Mall developed by Thompson Thrift development, the project has been completed and is in lease up. d
- Farrell Development is nearing completion on a new storage facility on Jensen Beach Boulevard, just west of the intersection with Savannah Road.
- Seawalk is a single family home community developed on a portion of the former Ocean Breeze property west of the railroad tracks. DR Horton is the builder and the community is being developed under their DR Horton brand.
- The West Jensen PUD is in its final phase of single family build out. DR Horton is also the sole builder here, building under their Freedom Homes Brand. The corner of Federal Highway and Goldenrod Road is the last section of the PUD and is proposed for a commercial power center. Space is being advertised but there has been no development to date.
- Carmax completed a new facility in Jensen Beach along Jensen Beach Boulevard in 2018.
- Rooms-to-Go Patio completed a new store just south of the mall on one of the last remaining vacant parcels on the Federal Highway corridor near the mall.
- Savonna at Stuart is a 182 unit 55+ rental community being developed behind Rooms to Go Patio. The project was approved in 2018 and is now under construction with a 2022 completion anticipated.
- A Home 2 hotel and medical office building was developed at the corner of Baker Road and Federal Highway in 2019.
- The New Avonlea PUD has two projects approved, a 69 unit cottage rental community being developed by New Urban Communities and a 62 lot community to be built by KHovnanian Homes. Two apartment communities and three commercial parcels remain undeveloped but in the planning stages at this site.
- Savannah Trace apartments was approved by the City of Stuart and the land closing has occurred. Ground breaking is scheduled for spring 2021. The site is at the intersection of Savannah Road and Baker Road and will be home to 285 market rate apartment units.
- To the north, also along Savannah Road is an 197 unit apartment community currently under construction.
- Langford Landing is a community of single family homes being developed on the former Langford Estate. The community suffered a slow start but Meritage Homes seems to be realizing a better pace of sales and should be built out by 2022.

- The Harbor Chase ALF was completed in 2020 and is in lease-up. The 134 unit facility is located just north of the Roosevelt Bridge.
- In Downtown Stuart, New Urban Communities developed the 49-unit Azul project, completing the development in 2019 and selling the project in 2020 for $15.5 million or $316,326 per unit. The site is on a land lease with the City of Stuart.
- Pulte Homes has broken ground on the Ocean Cove townhome community on East Ocean Boulevard just before the St. Lucie River and ten cent bridge. The community will feature 80 townhomes for sale as 55+ age restricted community.
- The former Sundance Marine sales center at 700 SW Federal Highway was redeveloped as a 115,000 square foot storage facility after plans for a Racetrac gas station were rejected by the city.
- WaWa has constructed two locations in the City, both by demolishing bank buildings, with another under construction further south on US 1 at Cove Road.
- Smaller commercial developments within the city include a Culvers, Waters Edge dermatology, Barron Shoppes a small retail center, a car was at the corner of Monterey Road and two more proposed car washes, Racetrac, Autozone, Taco Bell, Mid Florida Credit Union, Circle K.
- The Dubner Estate sold their land holdings in the industrial area along Commerce Avenue and east of Federal to Ted Glasrud. Since the sale, Glasrud has sold several parcels. Hogg technologies expanded their facility to a 110,000 square foot footprint, Market Place Business Centre was constructed consisting of three warehouses 57,000 square feet of area and two residential projects, a 324 unit apartment complex by AHS and a townhome community by Meritage Homes, are all now being constructed on land formerly owned by Dubner. Glassrud is also under construction on a self storage facility.
- A Comfort Suites was constructed behind Checkers at Federal Highway and Fisher Street.
- Konover South has developed Stuart Landings, located at the southeast corner of Miami Street and Federal in front of the Super Walmart. The site, constructed in 2016, is home to an Aldi, Mattress Firm, Aspen Dental and T-Mobile. An additional outparcel is approved for a drive thru out restaurant and additional retail space.
- The Audi/Infinity Campus was expanded to include a Maserati/Alfa Romeo Dealership.
- To the west, between I-95 and Florida's Turnpike in the Treasure Coast Commerce Center, there has been several new industrial buildings constructed. A mix of owner/user and lease space has been developed. In total this amounts to about 100,000 square feet plus in warehouse/flex space. Proposed by FLF Properties is a 96,231 square foot industrial flex project south of Kanner Highway.
- ALF development in south Stuart consists of three facilities between 2017 and 2020. Two proposed projects were put on hold in 2020 due to Covid, but are more recently being brought back to life by the property owners.
- Publix has broken ground on a site long owned by Publix at the corner of Osprey and Federal Highway.
- Micheal Jordan Developed the Grove 23 private Golf Club on Bridge Road west of town.

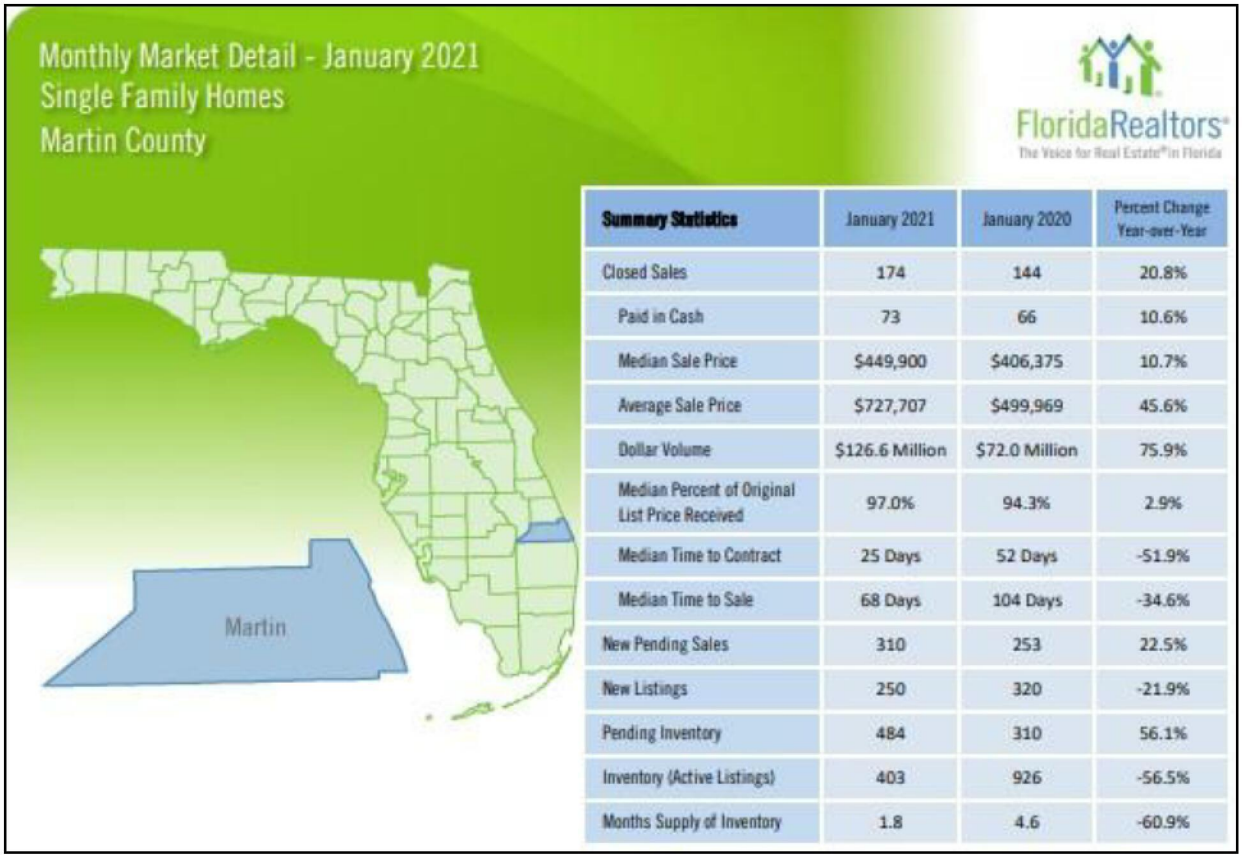
Many projects throughout Martin County have been proposed and are still in the beginning stages, many have not even broken ground yet. Amongst those projects includes a 5.3-square-mile, mixed-use development in western Palm City known as Pineland Prairie. The proposed project will consist of 4,200 new residence, 150,000 square feet of retail space, an industrial district and approximately 70% of the property will be left as open space. In April 2020, city commissioners voted 4-1 in favor of the project, and efforts are currently being made to change the zoning. Also proposed in Stuart is the addition of a Costco which initially submitted an application to construct the store in Palm City but subsequently withdrew the application. The new Costco, should the plans be approved, will be located on Kanner Highway, north of Indian Street.

The retail market to the south of the Roosevelt Bridge contains a number of large retail centers that have developed over the past approximate 15-to-20 years. The expansion of the Stuart Centre, located along U. S. Highway No. 1 was taken to completion in 2016. Major anchor tenants currently include a Homegoods, TJMaxx, Office Depot and Petco with several outparcels containing drive thru fast food restaurants and banks located directly along US Highway 1.

The approximate two-mile stretch of U. S. Highway No. 1, south of the Treasure Coast Square Mall to the Roosevelt Bridge, has experienced the greatest ongoing retail development. 20+/- acres of land at the corner of Goldenrod Road and US 1 in Jensen Beach is proposed for development of 175,000 square feet of retail space by developer Atlantic Retail. Both anchor space and outparcels are available for lease. Windemere Point consists of 9.16 acres and features a 40,200 square foot freestanding LA Fitness. Other tenants include a Dunkin Donuts and an Elements Fitness.

Housing

Residential single-family and multiple-family housing is scattered throughout the greater neighborhood. There is a wide variety and mixture of age and quality of housing ranging from older single-family homes to contemporary waterfront residences that cost more than $1,000,000+.



Summary Statistics	January 2021	January 2020	Percent Change Year-over-Year
Closed Sales	174	144	20.8%
Paid in Cash	73	66	10.6%
Median Sale Price	$449,900	$406,375	10.7%
Average Sale Price	$727,707	$499,969	45.6%
Dollar Volume	$126.6 Million	$72.0 Million	75.9%
Median Percent of Original List Price Received	97.0%	94.3%	2.9%
Median Time to Contract	25 Days	52 Days	-51.9%
Median Time to Sale	68 Days	104 Days	-34.6%
New Pending Sales	310	253	22.5%
New Listings	250	320	-21.9%
Pending Inventory	484	310	56.1%
Inventory (Active Listings)	403	926	-56.5%
Months Supply of Inventory	1.8	4.6	-60.9%

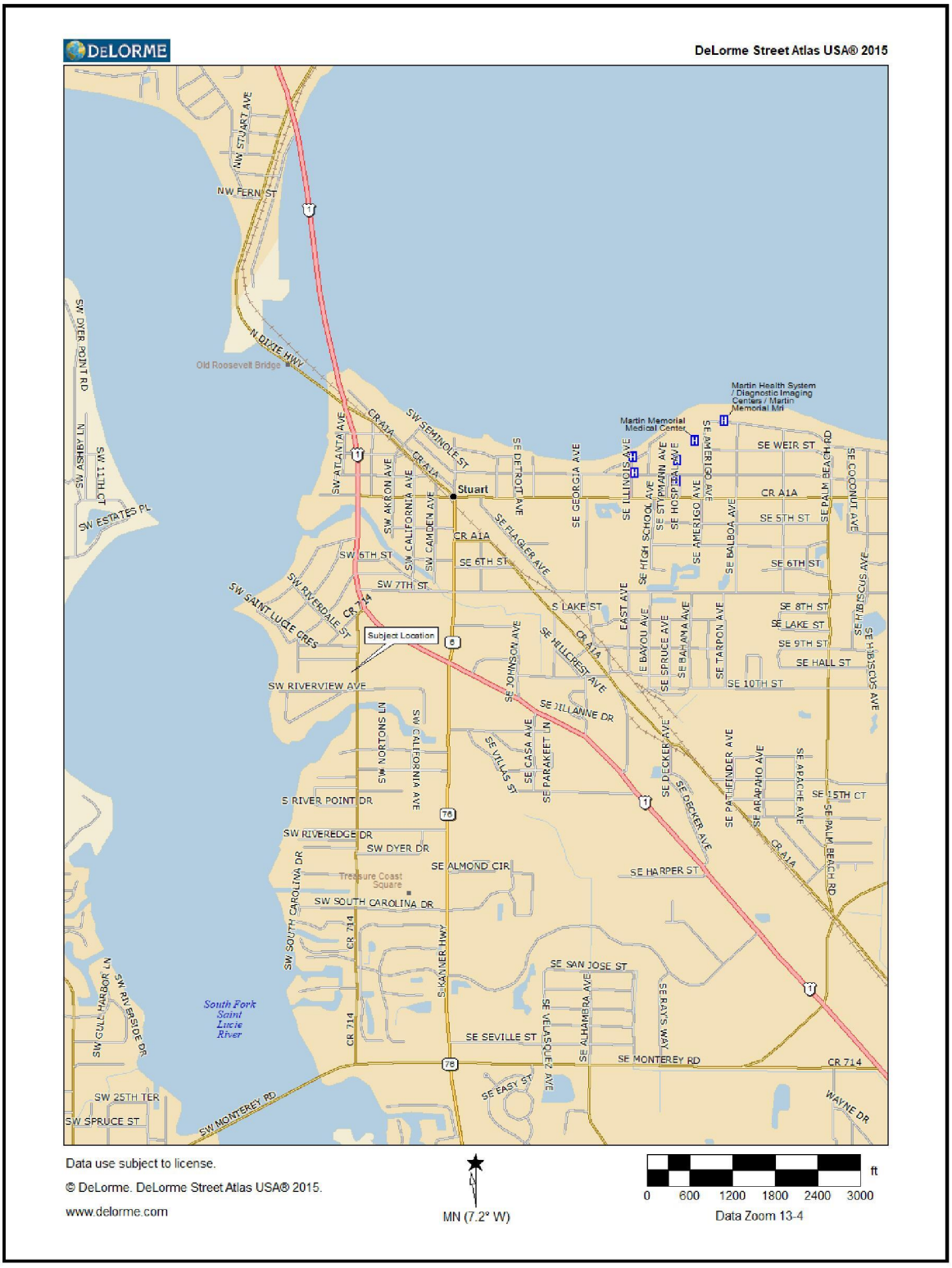
Residential development stalled in the 2008 to 2011 time period following the Great Recession. During that time Tres Belle by Kolter was the only open project with models and homes. The Tres Belle Estates in Stuart FL is a Kolter Homes development of approximately 167 homes located just east of Kanner Highway on Cove Road in Stuart FL. The first homes were completed in 2007 and construction and sales of new homes continue to this date (March 2018). Villa Franka Homes constructed a gated community along Kanner Highway containing 16 custom built single-family homes. The last house was constructed in 2016, however development in the neighborhood is still on going. Banayn Bay was purchased by Chesapeake Partners and finished with a development take down agreement with NVR Ryan Homes. The project is nearing build out.

There is limited housing supply in Martin County outside of the City of Stuart as there is limited land within the urban services boundary suitable for new development. Within residential subdivisions at the upper end of the scale are single-family residences in the newer golf course subdivisions and communities, such as Willoughby Golf Community. Other subdivisions in the neighborhood vary widely in desirability. St. Lucie Estate is the largest single-family residential area in the neighborhood with mid-range prices. Also, in the area are older subdivisions such as Fisherman's Cove, Rustic Hills and Rocky Point.

Conclusion

The subject's close proximity to Historic Downtown Stuart would make the property desirable if exposed to the market. There have been recent redevelopments of small townhome properties within the Stuart market area within the past year. Broker interviews are reporting increased demand for residential projects within the City of Stuart. The subject's City of Stuart zoning designation is also highly desirable when compared to a Martin County Zoning designation and allows more flexibility in regards to development.

PRIMARY MARKET ANALYSIS



Market Area Map

General Description:

The subject is located in close proximity to Historic Downtown Stuart in a desirable area of town with uses being mostly residential in nature. There are several projects taking place in the downtown Stuart area presently and several improvements have already been completed. The subject is not located within the City of Stuart CRA.

Access:

The subject property is located along SW Palm City Road, a local arterial roadway providing access between two major commercial corridors SW Federal Highway and SW Monterey Road. that shares a non-signalized intersection with SE Ocean Boulevard and SW Monterey Road are the primary east/west commercial corridors within the neighborhood with SW Federal Highway, SE Dixie Highway and S Kanner Highway being the primary north/south commercial corridors.

Land Use Patterns:

The City of Stuart has always had a more pro-growth and development outlook compared to Martin County. Many developers and owners that purchase property zoned by Martin County will apply to have their properties annexed into the zoning jurisdiction of the City of Stuart.

Life Stages and Trends:

Stability to Growth. There have been numerous projects recently constructed within nearby Downtown Stuart and the greater market area, with more projects proposed and currently underway.

Public Facilities/Services:

The subject is adequately served by public utilities.

Opportunity Zone:

The subject does not lie within an opportunity zone.

Conclusion:

The subject is considered to have an average location within the City of Stuart, being situated along SW Palm City Road and sits in close proximity to SW Federal Highway and SW Monterey Boulevard. The subject property is not located within the City of Stuart CRA but is situated within the city limits and will benefit from the upward growth trend in the neighborhood. The subject's close proximity to Historic Downtown Stuart is desirable to investors and users alike.

Land Description

Land Area	0.05 Acres; 2,032 SF
Primary Road Frontage	SW Palm City Road
Type of Road	Arterial
AADT	1
Secondary Road Frontage	Halpatiokee Street
Type of Road	Arterial
Number of Parcels	1
Shape	Rectangular
Corner	No
Topography	grade and typically level
Functional Obsolescence	None Noted

Zoning & Land Use

Zoning	R-3
Future Land Use	RPUD
Zoning Jurisdiction	Stuart
Is the Property in a CRA	No

Site Ranking

General Site Ranking	Average
Appeal Ranking	Average
Frontage to Depth Ranking	Average
Size/Shape/Dimension Ranking	Average
Access Ranking	Average
Exposure Ranking	Average

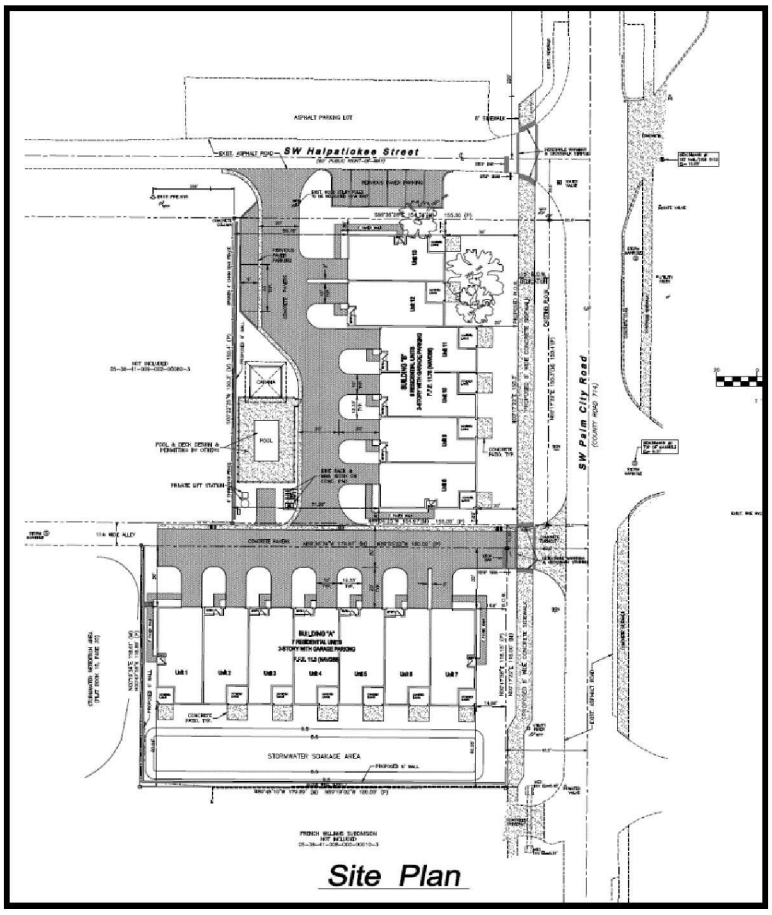
Utilities

Water	City of Stuart
Sewer	City of Stuart
Electricity	FP&L

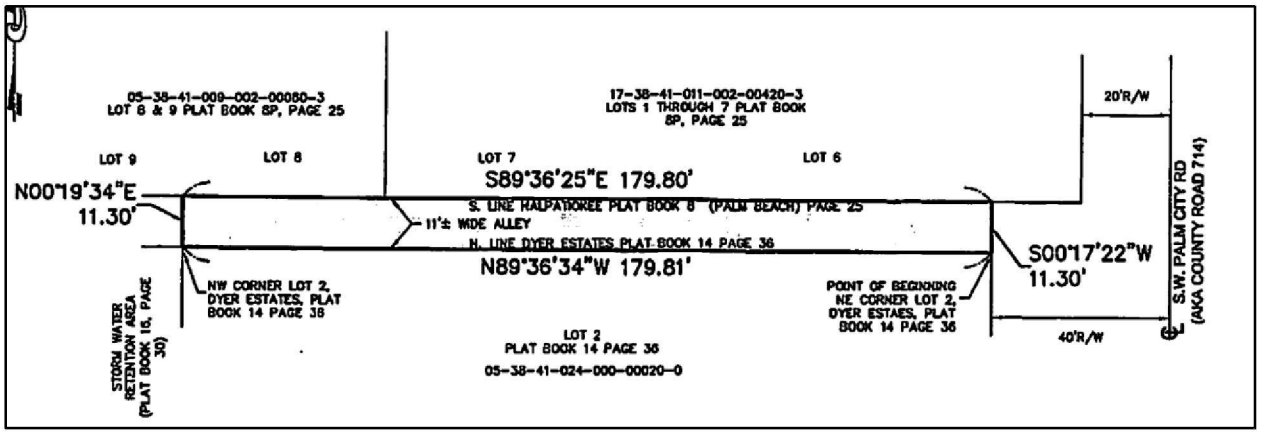
General Description/Conclusions

The subject property is a 2,032 square foot right of way abandonment situated between two parcels located at 924 SW Palm City Road and 501 Halpatiokee Street in Stuart, Florida. Situated along the west side of SW Palm City Road between SW Halpatiokee Street and SW Riverview Street, the right of way abandonment bifurcates the proposed Palmetto Calle Townhome project containing (13) proposed townhomes.

Overall, the subject as part of the whole is considered Average when compared to similar sites within the competitive market area. Furthermore, given the nature of the surrounding uses, the location, and all physical characteristics, the subject would be considered to have average appeal if exposed to the market. Generally rectangular in shape, the subject's tract as part of the whole shape does not present a detriment to the site and is generally conducive to development.



Palmetto Cove Site Plan



Boundary Survey

Soil/Subsoil Conditions

A current geotechnical analysis describing the soil and subsoil conditions at the subject was not provided. Soil conditions appear to be conducive to development of the subject to its highest and best use. The appraisers assume there are no hidden or unapparent conditions of the property, soil, subsoil, or structures that would render the subject more or less valuable. Proper design and careful installation are needed to overcome any limitations of this soil. The appraisers assume no responsibility for such conditions, or for engineering which might be required to discover such conditions.

Hazards/Nuisances

CRE Valuation Services was not provided a current Environmental Site Assessment (ESA) concerning the subject. No apparent hazards or nuisances, such as smoke and hazardous materials, were noted on or near the subject upon inspection. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraisers. We have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, radon, mold and other potentially hazardous materials may affect the value of the property. The value opined is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them.

Legal-Government Factors

Legal Description

LEGAL DESCRIPTION

A PORTION OF THE 11 FOOT WIDE ALLEY, AS SHOWN ON THE PLAT OF DYER ESTATES AS RECORDED IN PLAT BOOK 14, PAGE 36, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 2, DYER ESTATES, PLAT BOOK 14, PAGE 36, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°36'34" WEST ALONG THE NORTH LINE OF SAID LOT 2, DYER ESTATES, A DISTANCE OF 179.81 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2, DYER ESTATES; THENCE NORTH 00°19'34" EAST, A DISTANCE OF 11.30 FEET TO A POINT ON THE SOUTH LINE OF PLAT OF HALPATIOKEE, AS RECORDED IN PLAT BOOK 8, PAGE 25, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE SOUTH 89°36'25" EAST ALONG SAID SOUTH LINE PLAT OF HALPATIOKEE, A DISTANCE OF 179.80 FEET; THENCE SOUTH 00°17'22" WEST, A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,032 SQ.FT. (0.05 ACRES) MORE OR LESS

Development Restrictions/Easements

We assume there are no easements or encumbrances detrimental to development of the site.

Restrictions

We are unaware of any restrictions that would preclude development and/or mitigate achievable density of the subject; however, updated title work and a survey are recommended to confirm such.

Land Planning and Land Use Law is beyond the scope of this assignment. Any assumptions herein related to the development potential of a particular site, and the implications of such assumptions on

value, are subject to amendment should CRE be provided with alternate information from a Land Planner and/or Land Use Attorney.

Zoning/Land Use

The subject is zoned R-3 with a future land use of RPUD by the city of Stuart. We have not been provided with a zoning determination letter specific to the subject property. As such, we have relied upon observations noted during our site visit and Municode. Should a zoning determination letter provide an opinion which contradicts any of the assumptions herein, we retain the right to amend this report and the value estimated herein.

Flood Zone and Census Tract



Census Tract:

The above data was taken from publicly available information on FEMA's website and GEO CODE website. We do not warranty this information to be accurate. A surveyor should be consulted before relying upon this information.

Analysis as if Vacant

In formulating an opinion of optimum use of a tract of land, it is important that a careful analysis be made of the property, its size, shape and physical characteristics, topography, zoning, market conditions, and demand for the various legally permitted uses, and other economic factors and conditions. The subject parcel as itself is ot developable; however, the site is valued "across the fence" as part of the adjoining property. The analysis considers the subject as part of the whole.

Legally Permissible

Except for a legally nonconforming property, the first step in determining what is legally permissible is to analyze private restrictions, zoning, building codes, historic district controls and environmental regulations. The subject site is zoned R-3 with a future land use of RPUD by the local zoning authority. This zoning district allows for a variety of residential development.

Physically Possible

The physical characteristics of a site can affect the uses. These characteristics include: (1) size; (2) shape; (3) terrain or topography; (4) soil condition; (5) utilities; (6) access characteristics; and (7) surrounding land uses. Each of these site characteristics was described and discussed in the Site Analysis section of this report. A number of uses are physically possible on the subject site. The 2,032 SF site in conjunction with the parcel to the north and the south could accommodate a variety of single or multi-family development.

Financially Feasible

In determining which uses are legally permissible and physically possible, an appraiser eliminates some uses from consideration. Then the uses that meet the first two criteria are analyzed further. If the uses are income-producing, the analysis will study which are likely to produce an income or return equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

Within the Stuart market, there has been an increase in smaller residential projects such as the subject project Palmetto Cove. Over the last couple years, there have been several townhome projects developed within the City of Stuart including both waterfront and non-waterfront projects. The most financially feasible use of the subject site is residential development to maximum density.

Maximally Productive

Among financially feasible uses, the use that provides the highest rate of return or value (given a constant rate of return) is the highest and best use. Given the legally permissible and physically possible discussions set forth above, the most maximally productive use of the site is residential development to maximum density.

Conclusion

In our opinion the highest and best use "as if vacant" would be residential development to maximum density.

Analysis as Improved

Conclusion

N/A Vacant Land

Introduction

he following table illustrates the current estimated assessed value and associated taxable value to the improvements for the subject. The value was estimated using the county website and comparing that with the actual tax liability paid by the owner. Utilizing the most recent tax rate and calculating that on 100% of the assessed value, an estimate for property taxes is illustrated as follows. Where applicable, non-advalorm taxes are shown.

Taxes for the two parcels owned by 924 SW Palm City Road LLC were believed to be paid as of the effective date.

The subject property has not been assessed as the subject is a right of way. It is noted that if the right of way is abandoned, the subject will incur taxes.

Overview

The three traditional approaches to valuing improved properties are:

1. Sales Comparison Approach - a comparison of the property appraised with reasonable similar, recently conveyed properties for which the price, terms and conditions of sale are known.

2. Income Capitalization Approach - the processing of a projected net income into a valuation estimate via one or more capitalization techniques.

3. Cost Approach - an estimate of the replacement cost of all structural improvements as if new, less loss in value attributable to depreciation from all causes plus the value of the land as if vacant.

The Sales Comparison Approach is founded upon the principle of substitution that holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed by many to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility to the appraised property.

The Income Capitalization Approach is based on the principle of anticipation that recognizes the present value of the future income benefits to be derived from ownership in a particular property. The Income Approach is most applicable to properties that are bought and sold for investment purposes and is considered very reliable when adequate income and expense data are available. Since income producing real estate is most often purchased by investors, this approach is valid and is generally considered the most applicable when the property being appraised was designed for, or is easily capable of producing a rental income.

The Cost Approach is based on the premise that the value of a property can be indicated by the current cost to construct a reproduction or replacement for the improvements minus the amount of depreciation evident in the structures from all causes plus the value of the land and entrepreneurial profit. This approach to value is particularly useful for appraising new or nearly new improvements.

The Appraisal Process is concluded by a review and re-examination of each of the approaches to value that was employed. Consideration is given to the type and reliability of data used, the applicability of each approach to the type of property being appraised and the definition of value being sought.

Subject Specific

Each property has a type of buyer or buyers who would be most attracted to the property and have the greatest motivation to pay the highest price for the property. This is not to say specific buyers would pay more for the property than market but rather, to identify the type of buyer who would gain the most utility from a property. The subject is a right of way which is considered vacant land property and the typical buyer profile for the subject would be that of an owner/user .

The Cost Approach was not developed as the subject is vacant land and the approach is not applicable.

The Sales Comparison Approach is considered the only indicator of value in the valuation of vacant land such as the subject. Therefore, it is the only approach developed herein.

The Income Approach is not developed herein due to the fact that the subject is vacant land and is not leased. Although land leases can be found within the subject market, it has been determined that the subject would not typically be leased or purchased for the income potential of the site for lease.

Introduction

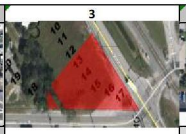
The Sales Comparison Approach is premised upon the Principle of Substitution - a valuation principle that states that a prudent purchaser would pay no more for real property than the cost of acquiring an equally desirable substitute on the open market. The Principle of Substitution presumes that the purchaser will consider the alternatives available to him, that he will act rationally or prudently on the basis of his information about those alternatives, and that time is not a significant factor. Substitution may assume the form of the purchase of an existing property with the same utility, or of acquiring an investment which will produce an income stream of the same size with the same risk as that involved in the property in question.

The applicability of this approach is based upon the assemblage of similar market sales and offerings for comparison to the subject. Land sales must be compared based on Highest and Best Use and therefore the Highest and Best Use of the comparables must be similar to that of the subject. In the case of the subject we have concluded a Highest and Best Use of residential development to maximum density. Properties with this Highest and Best Use are best compared on a price per Square Foot basis. Any adjustments to the sales price of market sales to provide indications of market value for the subject must be market-derived; therefore, the actions of typical buyers and sellers are reflected in the comparison process.

The physical unit of comparison can be adjusted to account for dissimilarities between market sales and the subject property. This unit of comparison is then applied to the subject's Square Foot to indicate a value for the subject.

The sales utilized within this analysis were taken from the subject market area and are considered to be most similar. A map and summary chart of comparable sales is included in the following pages.


DeLorme Street Atlas USA® 2015
Savannas Preserve State Park
Waveland
SE GREEN RIVER PKWY
CR 707
SE WESTMORELAND BLVD
Jensen Beach
NE OCEAN BLVD
Skyline Heights
NW JENSEN BEACH BLVD
NE JENSEN BEACH BLVD
Atlantic Ocean
North Fork Saint Lucie River
CR 723
Ocean Breeze Park
Sale 4
Palm Lake Park
Sale 2
CR 707
NE DIXIE HWY
Rio
Pisgah Hill
North River Shores
N DIXIE HWY
NW GILSON RD
Snug Harbor
SE OCEAN BLVD
Sewalls Point
CR A1A
Stuart
Sale 1
Location
Sale 3
SE MONTEREY RD
SW MURPHY RD
SE PALM BEACH RD
SE SAINT LUCIE BLVD
Witham Field
Port Sewall
SW HIGH MEADOWS AVE
MAPP RD
CR 714
Sale 5
MARTIN DOWN BLVD
Sale 6
SKANNER HWY
SE WILLOUGHBY BLVD
SE INDIAN ST
South Fork Saint Lucie River
Golden Gate
Manatee Creek
Port Salerno
Coral Gardens
CR 722
SE COVE RD
91
95
9
76
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2015.
www.delorme.com
MN (7.2° W)
mi
0 ½ 1 1½ 2
Data Zoom 11-5

Summary of Comparable Land Sales							
Internal Comp No.							
Sale No.	Subject	1	2	3	4	5	6
Photo							
Name/Address	lm City Road & 501 Halpatio	501 Halpatiokee Street & 924 SW Palm City Road (Parent Parcel)	1275 NE Dixie Highway	920 & 924 SE Dixie Highway	1810 NE Savannah Road	XXX SW Mapp Road	XXX SW Mapp Road
City	Stuart	Stuart	Jensen Beach	Stuart	Jensen Beach	Palm City	Palm City
County	Martin	Martin	Martin	Martin	Martin	Martin	Martin
Date of Sale	N/A	1-Jan-2019 & 18-Jul-2019	24-Aug-20	30-Jan-20	5-Feb-20	9-Jun-21	3-May-21
Land Size (SF)	2,032	44,588	49,658	16,533	45,738	54,258	31,363
Land Size (Ac)	0.05	1.02	1.14	0.38	1.05	1.25	0.72
Overall Ranking	Average	Average	Average	Average	Average	Average	Average
Zoning/FLU	R-3A; RPUD	R-3A; Office/Residential	Rio CRA; CRA Center	B-2; Commercial	R-3A; COR	LC; Commercial Limited	R-3A; COR
Municipality	Stuart	Stuart	Martin County	Stuart	Martin County	Martin County	Martin County
Utilities	Available	Available	Available	Available	Available	Available	Available
Corner	No	No	No	Yes	No	Yes	Yes
Proposed Dev.	Residential	Residential	Office	Retail	Residential	Office or Residential	Office
Density/Intensity	13 UPA	13 UPA	13 UPA	N/A	8 UPA	N/A	N/A
Sales Price	N/A	$420,000	$432,000	$155,000	$350,000	$450,000	$395,000
SP/Ac ($)	N/A	$9.42	$8.70	$9.38	$7.65	$8.29	$12.59

Sales Price Per Square Foot Analysis

The Sales Price per Square Foot comparison is a common physical unit of comparison for properties similar to the subject. The sales were analyzed and adjusted for differences in physical characteristics.

Property Rights Conveyed

No data supports a substantive difference between a leased fee or fee simple estates. We are appraising the subject property on a fee simple basis; thus, no adjustments were necessary for property rights conveyed.

Cash Equivalency/Financing

In an analysis of sales, any advantageous financing should be extracted from the sales prices due to the fact that favorable financing agreements can result in inflated value indications. In this particular instance, no adjustments were required to the sales for financing terms.

Conditions Of Sale

No adjustments were considered necessary on this basis.

Market Conditions

Next, an adjustment for changing market conditions was considered. The sales comparable transactions occurred from January 2019 to June 2021. We researched the economic data during this time period and concluded market conditions have improved and have thus applied an upward time adjustment of 0.5% per month to each sale.

Location

Sale 1 is the parcel to the north and the south of the right of way so no adjustment for location is merited. Sale 2 is located along a busy commercial corridor within Jensen Beach which is considered an inferior market so an upward adjustment for location is merited. Sale 3, Sale 4, Sale 5 and Sale 6 are considered to have similar locations so no adjustment for location is merited.

Size

The comparable sales ranged from 16,533 square feet to 54,258 square feet with a mean of 54,258 square feet. Often, smaller parcels in the local market sell for higher per square foot prices due to the

larger investor pool and, therefore, greater demand, for the same and therefore the opposite is also true. Due to the fact that we are utilizing the "across the fence" methodology within this appraisal, we have not adjusted for size.

Comparative Appeal

The subject is partially wooded. All of the sales are partially wooded except Sale 6 which was cleared at the time of sale. As such, we have applied a downward adjustment for appeal to Sale 6.

Zoning

The subject is zoned R-3 with a future land use of RPUD by the city of Stuart. All of the comaprables have similar zoning so no adjsutment for zoning is merited.

Utilities

All of the comparables have similar availability to utilities as the subject so no adjustment for utilities is merited.

Adjustment Summary

When considering the comparables as a whole we believe that they represent the most similar comparison to the subject in the immediate market area, however they still are not truly comparable. The following tables summarize the aforementioned adjustments applied to the sales.

Comparable Sales Adjustment Grid							
Comparable Sale Number	**Subject Data**	**1**	**2**	**3**	**4**	**5**	**6**
A e	24 S Cit Ro 01 H p tio ee	01 H p tio ee St eet 24 S Cit Ro ent ce	12 NE Di ie Hi	20 24 SE Di ie Hi	1 10 NE S nn Ro	S pp Ro	S pp Ro
Cit	St t	St t	en en e c	St t	en en e c	Cit	Cit
D te o S e	N A	1 n 201 1 201	24 A 20	30 n 20	Fe 20	n 21	3 21
Loc tion	n	Similar	Inferior	Similar	Inferior	Inferior	Inferior
L n Si e SF	2 032	44	4	1 33	4 3	4 2	31 3 3
L n Si e AC	0 0	1 02	1 14	0 3	1 0	1 2	0 2
Den it Inten it	13 U A	13 U A	13 U A	N A	U A	N A	N A
Co p ti e Appe	A e e	Si	Si i	Si i	Si i	Si i	S pe io
S e ice	N A	420 000	432 000	1 000	3 0 000	4 0 000	3 000
UnA te ice e SF	N A	42	0	3		2	12
Transactional Adjustments							
ice SF		42	0	3		2	12
ope t Ri t Con e e		0 0	0 0	0 0	0 0	0 0	0 0
A te ice		42	0	3		2	12
Fin ncin Te	Con ention	0 0	0 0	0 0	0 0	0 0	0 0
A te ice		42	0	3		2	12
Con ition o S e	None	0 0	0 0	0 0	0 0	0 0	0 0
A te ice		42	0	3		2	12
E pen it e l Ate S e		0 0	0 0	0 0	0 0	0 0	0 0
A te ice		42	0	3		2	12
et Con ition	23 2021	0	3 0	4 0	4 0	0 0	0 0
A te SF it T n ction	A t ent					2	12
Physical Adjustments							
Loc tion	n	0 0	10 0	0 0	0 0	0 0	0 0
Si e	2 032	0 0	0 0	0 0	0 0	0 0	0 0
Co p ti e Appe	A e e	0 0	0 0	0 0	0 0	0 0	10 0
onin	R 3A R UD	0 0	0 0	0 0	0 0	0 0	0 0
Uti itie	A i e	0 0	0 0	0 0	0 0	0 0	0 0
Tot ic A t ent		0 0	10 0	0 0	0 0	0 0	10 0
Value Indication Per Square Foot		**$9.98**	**$9.86**	**$9.75**	**$7.96**	**$8.29**	**$11.34**

Value Ranges	Before Adjustment	After Adjustment
Minimum Price	**$7.65**	**$7.96**
Maximum Price	**$9.42**	**$11.34**
Mean Price	**$9.34**	**$9.53**
Standard Deviation	**$1.73**	**$1.23**
Median	**$9.04**	**$9.80**

Conclusion

Many of our adjustments have been based on typical market considerations and we believe this provides support for our overall value indication. In our research we found the following listings that provide some forward-looking comparison to the subject and the comparables. The listings are summarized below and ranked in comparison to the subject.

After adjustments, the comparable sales ranged from $7.96/Square Foot to $11.34/Square Foot with a mean of $9.53/Square Foot . A value conclusion of $9.50/Square Foot is considered reasonable. As such, the subject's Fee Simple Market Value via the Sales Price per Square Foot Analysis was concluded to be as follows:

Market Value		
2,032 SF @	$9.50 /SF =	$19,304
Rounded: $19,000		

INCOME CAPITALIZATION APPROACH- MULTIFAMILY

Introduction

We have determined that the Income Approach would not result in a reliable indicator of value and have not included an Income Approach Analysis in this report. The appraiser has fully considered this approach and after research and deliberation it has been determined, as discussed in the Scope of Work, that the approach would not result in a reliable value indication.

Introduction

The Cost Approach considers the depreciated cost of replacing or constructing the property in today's market. Depreciation refers to a market-derived estimate and must consider the physical and economic life of the property or component being depreciated. The subject property is divided for valuation purposes in this approach into land and improvements. Land value is estimated by sales comparison, and the improvements are valued by determining their depreciated replacement cost, which are then summed to derive a total property value estimate.

This approach to value is based upon the replacement cost concept, i.e., Principle of Substitution. The concept, from a buyer's standpoint, proposes that a property's value is no more than the cost of producing a substitute with equal utility. The Cost Approach, in applying this concept, assumes that time is not an important element in the buyer's decision, that the buyer is able and willing to produce the substitute, and that land is available for this purpose. A major limitation of this approach, in addition to the limitations implied by these assumptions, is the difficulty of determining the amount of depreciation, especially in older properties.

The Cost Approach was not developed as the subject is vacant land and the approach is not applicable.

Reconciliation

Reconciliation and correlation of value is performed when more than one approach to value is used to value real property and weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the one that is most appropriate to the type and definition of value sought. The conclusion drawn in the reconciliation is based on the appropriateness, accuracy, and quantity of evidence in the entire appraisal. These values are summarized in the following table.

Summary of Values		
	Total	PSF
Sales Comparison Approach	$19,000	$9.35
Income Capitalization Approach	N/A	N/A
Cost Approach	N/A	N/A
Market Value	**$19,000**	**$9.35**

In view of the following facts and data in conjunction with this appraisal, it is the opinion of CRE Valuation Services that the market value of the Fee Simple interest in the property "as is" utilizing the "across the fence" methodology as of July 23, 2021, and subject to the general assumptions and limiting conditions, was:

$19,000

Hypothetical Conditions and Extraordinary Assumptions –We were provided with the Palmetto Cove Site Development Plans, Abandonment Application Package, and a Boundary Survey for the Palmetto Cove project as well as the right of way. We have relied on this information within the report within. We have assumed the subject is available for assemblage and have appraised the subject as unencumbered within the report herein utilizing the across the fence methodology. If we are provided with any data to the contrary, we retain the right to amend this appraisal and the value found herein.

Market and Exposure Time

Market Time is best defined as a "reasonable marketing time" which is an estimate of the amount of time it might take to sell a property interest at the estimated Market Value during the period immediately after the effective date of the appraisal. It is not intended to be a prediction of a specific date of sale and, therefore, may be expressed as a range. Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at As-is on the effective date of appraisal.

Based on market and exposure times of comparable sales and interviews with active participants in the local market, the above Market Value opinion could be achieved with a market time and an equal exposure time of approximately six months. This conclusion is predicated on the assumption that the subject is offered at a price near the value opinion set forth herein, and is supported by recent sales of similar properties, a sampling of which has been presented in this report.

CLIENT ENGAGEMENT LETTER ..... A
PROFESSIONAL QUALIFICATIONS ..... D

CLIENT ENGAGEMENT LETTER

2055 South Kanner Highway
Stuart, FL 34994
772-286-8762
admin@CREValuationServicesTC.com

July 14, 2021

Mr. Nico Calle
Seahorse Capital

RE: Palmetto Cove Right of way abandonment

The purpose of this letter is to submit our bid proposal so you may have the appropriate information to engage CRE Valuation Services, LLC for appraisal services.

CRE Valuation Services, LLC appreciates the opportunity to provide this proposal for Appraisal services to 924 SW Palm City Road, LLC (the "Client") for the above-captioned assignment.

It is our mutual understanding that the purpose of this study is to provide an opinion of Market Value of a right of way that bifurcates the site using the "across the fence" methodology. The purpose of the appraisal is to estimate the market value of the real property for abandonment of the right of way.

The report will be prepared in conformance with and subject to the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The report will be certified by Thomas J. Johnson MAI, SRA and Nikolaus M. Schroth, CCIM.

In accordance with our correspondence, the scope of this assignment will require CRE Valuation Services, LLC to consider all relevant and applicable approaches to value as determined during the course of our research, property analysis and preparation of the report.

The report will be completed for the sum of $2,000.

This quote is based on the given information. During the Scope of Appraisal should the assignment's complexities or requirements increase significantly, the fee is subject to change.

The fee will be due as follows: 50% upon engagement with the remaining balance due prior to the release of the report.

The report will be completed and delivered on or about three weeks from engagement, provided the requested property information is delivered in a timely manner.

Additional fees will be charged on an hourly basis for any work which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party which exceed the time allotted for an assignment of this nature. A fee schedule can be found at the end of this letter. In order to complete this assignment in the designated time, we will require as much of the available information as possible. Any unreasonable delays in the receipt of this information or in the access to the Subject Property will extend the final delivery date of the report as proposed.

The report will be addressed to the client and the Intended Users of the report will be the client and the Internal Revenue Service. The Intended Use of the report is understood to be to establish Fair Market Value of the subject property for dedication purposes. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties.

If this proposal is acceptable, please authorize us to proceed by executing this letter of engagement by signing below.

Thank you for considering us for this assignment and we look forward to the opportunity of working with you. Should you require any additional information or if you have any questions, please contact me at 772-286-8762.

Schedule of Hourly Charges

MAI Appraiser:	$250/hr
State Certified Appraiser:	$200/hr
Trainee Appraiser:	$175/hr
Researcher:	$100/hr
Admin:	$75/hr

Reimbursable Expenses

3rd Party Reports, Industry Research Material etc billed at cost plus 10%

Best Regards,

Nikolaus M. Schroth, CCIM
Cert. Gen. RZ3704

Client:



07-14-2021

Authorized Signatory **Date**

PROFESSIONAL QUALIFICATIONS

THOMAS J. JOHNSON, MAI, SRA
State Certified General Real Estate Appraiser RZ798

Personal
Resident, Palm Beach County, Florida since 1951
Licensed Broker, Florida Real Estate Commission #135591

Professional Designation
Member - The Appraisal Institute. MAI Certificate No. 8851
SRPA - Senior Real Property Appraiser

Education
Graduate, University of South Florida, College of Business Administration, BSBA (Major: Finance)

Professional Courses

Developing A Suitable Work File		2016
Tightening the Appraisal		2016
7- Hour USPAP Update Course		2016
The Tough Ones – Mixed Use Properties		2016
Fundamentals of Separating Real Property, Personal & Tangible Business Assets		2016 2012
Florida Appraisal Law		2012
7-Hour National USPAP Update		2012
Appraising the Appraisal		2012
Sales Contract Seminar		2012
7-Hour Appraisal Review-Residential		2012
7-Hour Appraisal Institute & Florida Real Estate Appraisal Board #08935		2012
AIREA-	Mastering Unique & Complex Appraisals	2010
AIREA-	Florida Supervisor/Trainee Roles & Relationships	2010
AIREA-	Appraisal Institute's Course	2010
AIREA-	Florida Law for R.E Appraisers	2010
AIREA-	Business Practices & Ethics	2009
AIREA –	Litigation Skills for the Appraiser	2008
AIREA –	Florida Law for Real Estate Appraisers	2008
AIREA –	Spotlight on USPAP: Hypothetical Conditions & Extraordinary	2008
AIREA -	Supervisor Trainee Roles and Rules	2008
7-Hour National USPAP Update Course		2006
7-Hour National USPAP Update Course		2005
7-Hour National USPAP Update Course		2004
USPAP –	Florida Law Update	2000
Standards of Professional Practice, Parts A & B, Appraisal Institute		1998
SREA 101	Introduction to Appraising Real Property	
SREA R2	Case Study of Single Family Residence	
SREA 201	Principles of Income Property Appraising	

SREA 202	Case Study of Income Property Valuation
SREA	Income Property Demonstration Report
AIREA 1A-1	Real Estate Appraisal Principles
AIREA 1A-2	Basic Valuation Procedures
AIREA 8 -1	Real Estate Appraisal Principles
AIREA 2 -1	Case Studies in Real Estate Valuation
AIREA 1B-A	Capitalization Theory and Techniques
AIREA 1B-B	Capitalization Theory and Techniques
AIREA 2 -2	Case Studies
AIREA	Comprehensive Exam

Seminars Attended

Liability Management for Residential Appraisers, Appraisal Institute	2006
Professional's Guide to the Uniform Residential Appl. Report, Appraisal Institute	2005
Subdivision Valuation, Appraisal Institute	2005
Business Practices and Ethics, Appraisal Institute	2005
Florida Real Estate Appraisers, Appraisal Institute	2006
Scope of the Work: Expanding Your Range of Services, Appraisal Institute	2003
Florida State Law for Real Estate Appraisers, Appraisal Institute	2003
Condemnation Appraising: Advanced Topics and Applications, Appraisal Institute	2003
Houses to Hotels – The Income Approach, Appraisal Institute	2002
Florida State Law and USPAP Review for Real Estate Appraisers, Appraisal Institute	2002
Introduction to Appraising and Analysis of Proposed Subdivisions And Condominiums, Appraisal Institute	2002
FHA 4150.2 Seminar, Gold Coast	2000
Residential Cost Depreciation Seminar, Gold Coast	2000
Sales Comparison Valuation of Small, Mixed-Use Properties, Appraisal Institute	1998
Understanding & Using DCF Software: A Comparison of Argus, Project and Dynalease, Appraisal Institute	1998
Financial Analysis, CCIM	1997
Advanced Applications, Appraisal Institute	1995
Limited Appraisal/Evaluations, Appraisal Institute	1995
How to Prepare a Market Study for an Appraisal Practice, Appraisal Institute	1994
Understanding Limited Appraisals and Appraisal Reporting Options, Appraisal Institute	1994
Professional Standards USPAP Update Core Law for Appraisers, Appraisal Institute	1994
Appraising Complex Residential Properties, Appraisal Institute	1993
Mock Trial, Appraisal Institute	1993
Litigation Valuation, Appraisal Institute	1993
Appraising the Tough Ones, Appraisal Institute	1993
Appraisal Theory Update, Appraisal Institute	1992

Discounted Cash Flow Analysis, Appraisal Institute	1991
Comprehensive Appraisal Workshop	1990
Condemnation Seminar	1988
Rates, Ratios & Reasonableness	1988
Uniform Residential Appraisal Report Writing	1986
R4l-B & the Appraiser, FHLBB Appraiser Standards & Guidelines	SREA 1985
Advanced Appraisal Techniques	SREA 1983
Market Extraction	SREA 1981
Valuation of Leases and Leaseholds	SREA 1979

Types of Valuation/Consultation Services Performed

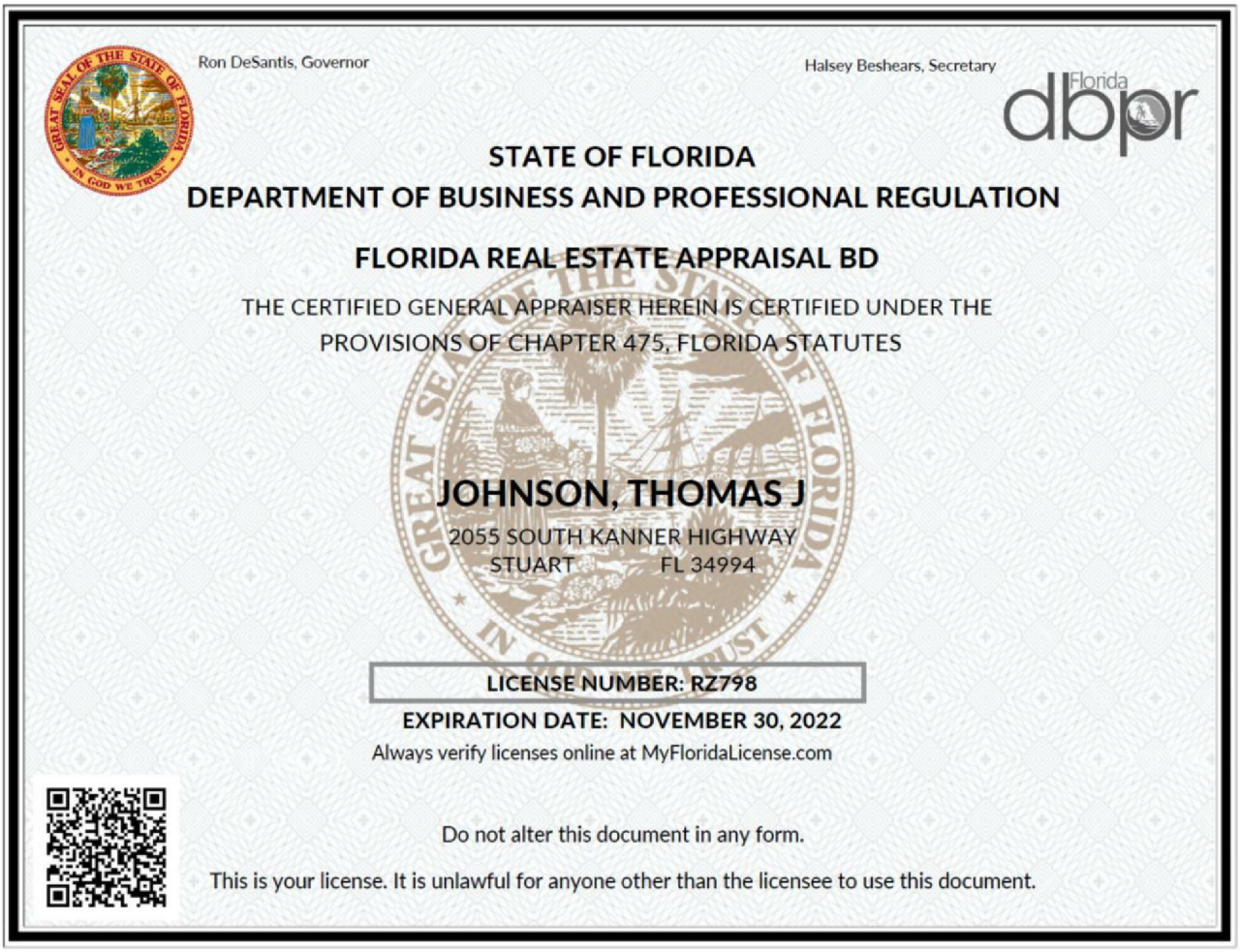
Appraisals, Appraisal Reviews, Condemnation, Court Testimony, Estate Valuations, Feasibility Studies, Highest and Best Use Studies, Market Studies, Leasehold & Leased Fee Valuations, Tax Assessment Appeals/Impact Studies, Reproduction/ Replacement Cost Estimates

Types of Property Appraised

Residences, Condominiums, Shopping Centers, Industrial Properties, Marinas, Vacant Lots, Acreage, Residential Projects, Mobile Home Parks, Motels, Office Buildings, Warehouses, Restaurants, Churches, Night Clubs, Special Purpose Properties, Apartment Projects, Environmentally Sensitive Properties/Wetlands

Professional Service

Member SREA Chapter 200 Experience Review Committee
Chairman SREA Chapter 200 Employee Opportunities Committee
Qualified Expert Witness: Palm Beach County, Martin County, St. Lucie County, Okeechobee County Circuit Court, and Federal Bankruptcy Court
Special Master to Oversee Tax Appeals for Palm Beach County
Member Board of Directors Appraisal Institute Chapter 200



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

JOHNSON, THOMAS J

2055 SOUTH KANNER HIGHWAY
STUART FL 34994

LICENSE NUMBER: RZ798

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

QUALIFICATIONS OF APPRAISER

Nikolaus M. Schroth, CCIM

4729 SE Rocky Point Way, Stuart, FL 34997 – 772-403-3752

Personal
Resident, Palm Beach County, Florida, since 2005- Florida Native
Licensed Real Estate Broker Associate, FREC BK3157525
Certified General Appraiser RZ3704

Professional Designations and Affiliations
Member – Martin County Board of Realtors - 2006
Associate Member of the Appraisal Institute – 2007
CCIM Candidate – 2007
CCIM Designee – 2013
Urban Land Institute- 2015
Stuart Main Street – Board Member

Education
Graduate, University of Central Florida, College of Business Administration, BSBA (Major: Finance) 2005

Professional Courses
7-Hour National USPAP Update Course – Appraisal Institute - 2016
3- Hour Florida Appraisal Law – Appraisal Institute – 2016
14- Hour Real Estate Finance Statistics & Valuation Modeling – Appraisal Institute – 2016
6- Methodology & Application of Sales Comparison – Bert Rodgers Schools – 2016
Tax Deferred 1031 Exchanges LANDU Course – National Association of Realtors – 2015
General Appraiser Report Writing and Case Studies – Appraisal Institute – 2014
CI 104 Investment Analysis for Commercial Real Estate – CCIM Institute – 2012
General Appraiser Sales Comparison Approach- Appraisal Institute – 2011
General Appraiser Site Valuation and Cost Approach – Appraisal Institute – 2011
General Appraiser Market Analysis and Highest & Best Use – Appraisal Institute – 2011
CI 102 Market Analysis for Commercial Real Estate – CCIM Institute – 2009
CI 103 User Decision Analysis for Investment Real Estate – CCIM Institute – 2009
Income Approach Part 2 – Appraisal Institute – 2008
7-Hour Business Law and Ethics – Appraisal Institute – 2007
CI 101 Financial Analysis for Commercial Real Estate– CCIM Institute- 2007
Real Estate Investment Analysis – University of Central Florida – 2005
Real Estate Finance – University of Central Florida - 2005
Appraisal Principals 110 - University of Central Florida - 2005
Appraisal Procedures 120 - University of Central Florida – 2005
Real Estate Law – University of Central Florida - 2005
15-Hour National USPAP Course – Appraisal Institute – 2005

Seminars Attended

Subdivision Valuation – Appraisal Institute – 2005
Retailer One on One – Orlando – 2012
NAI Florida Forum – Miami 2014
NAI Florida Forum – Miami 2015
International Council of Shopping Centers – Orlando 2015

Types of Valuation/Consultation Services Performed

Feasibility Studies, Market Studies, Leasehold & Leased Fee Valuations, Reproduction/ Replacement Cost Estimates, expert witness testimony

Types of Property Appraised

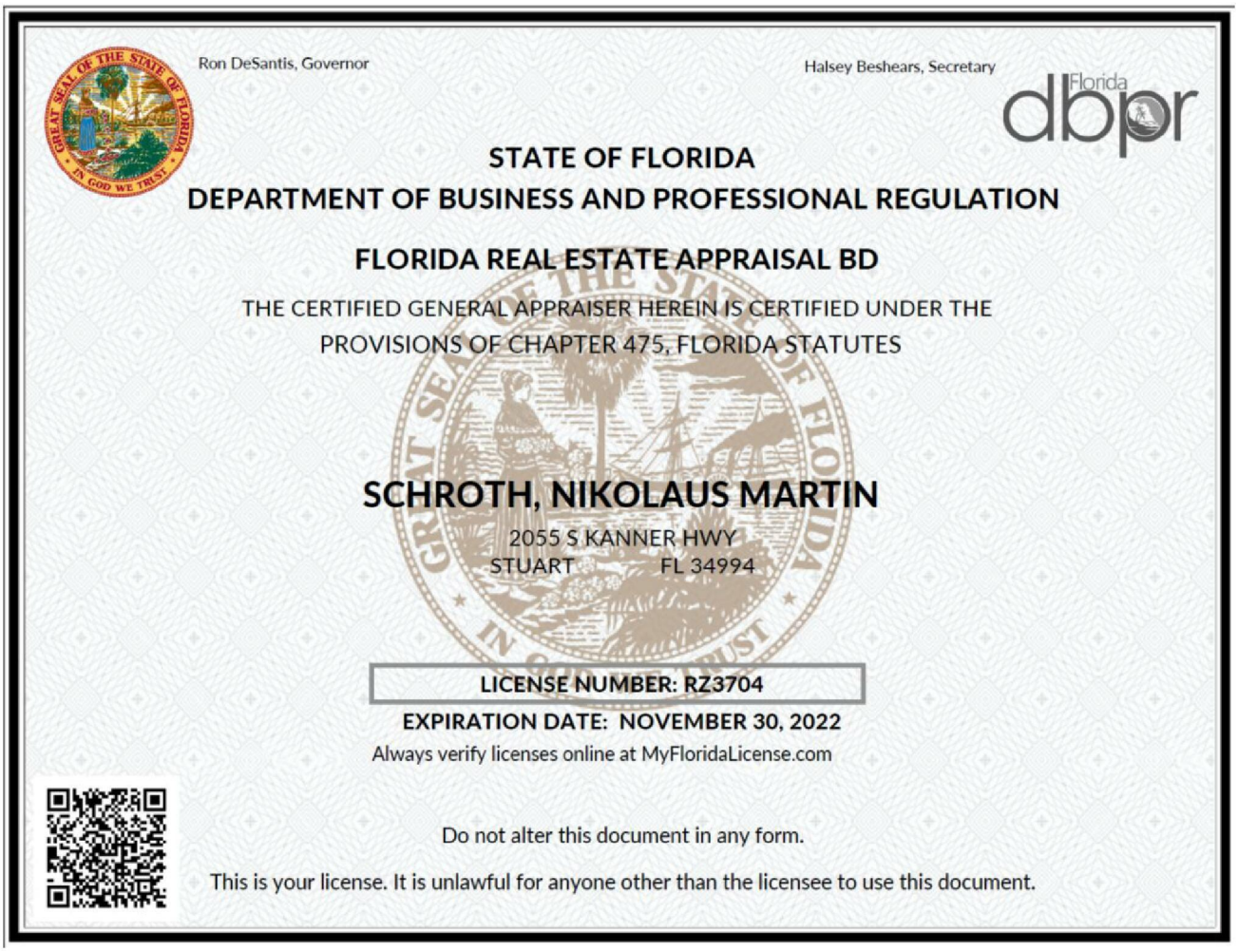
Commercial Office, Retail and Industrial Buildings, Commercial Land, Residential Development Land, Pasture Land, Grove Land, Row Crop Land, Organic Farms, Gas Stations and Convenience Stores, Proposed Commercial Office and Retail Buildings, Mobile Home Parks, Restaurants, Proposed Residential Development

Brokerage Experience

Transaction volume totaling over $50 million in sales and leasing since 2010 and over $23 million in transactions in 2016. Properties sold or leased include Professional and Medical Offices, Retail Centers, Industrial Buildings, Marina's, Vehicle Sales Facilities, Residential Vacant Land, Commercial Vacant Land, Agricultural Land, Bowling Alley, Church facility among others.

Work Experience

2005 to 2006- Researcher – Johnson & Parrish of the Treasure Coast
2006 to 2014 – Trainee Appraiser – Johnson & Parrish of the Treasure Coast
2006 to 2010 – Sales Associate – Southcoast Incorporated
2014 to 2015 – Certified Appraiser – Thomas Johnson and Associates
2015 to Present – Certified Appraiser & Managing Partner – Thomas Johnson and Associates
2010 to Present – Broker Associate/Vice President – NAISouthcoast Incorporated
2012 to Present – Information Officer – Erfolg Holdings, Inc.
2014 to Present – Founding Partner/Director Islamorada Beer Company


Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SCHROTH, NIKOLAUS MARTIN

2055 S KANNER HWY
STUART FL 34994

LICENSE NUMBER: RZ3704

EXPIRATION DATE: NOVEMBER 30, 2022

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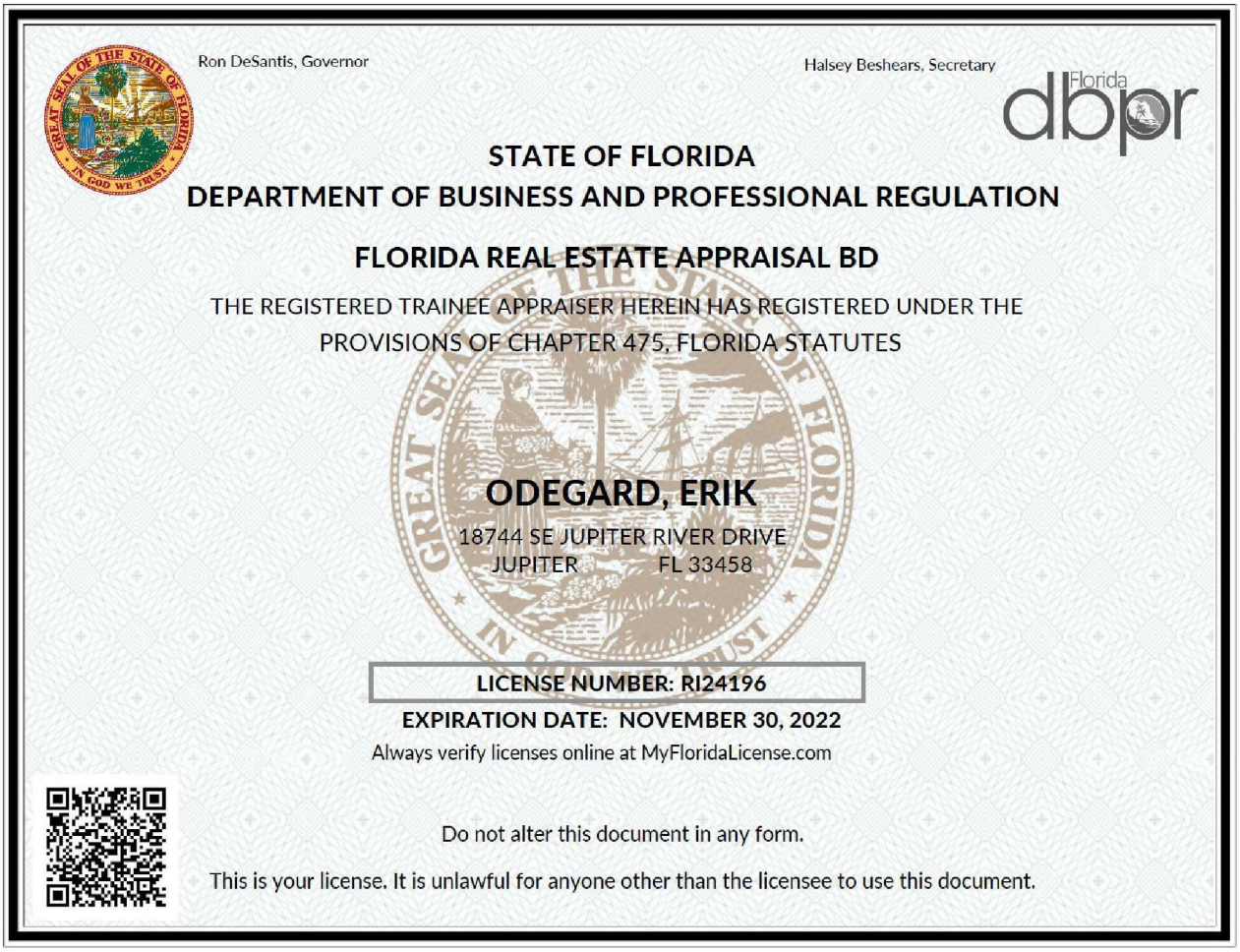

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

ODEGARD, ERIK

18744 SE JUPITER RIVER DRIVE
JUPITER FL 33458

LICENSE NUMBER: RI24196

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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_____, 2021

NOTICE TO ABUTTING PROPERTY OWNERS

Subject:	**Public Hearing Before:** **City Commission**
Petitioner:	**Palmetto Cove RPUD**
Parcel ID #:	05-38-41-009-002-00010-8; 05-38-41-024-000-00020-0
Address of Property:	**924 SW Palm City Road, Stuart, FL and 502 Halpatiokee Street (See Attached Location Map)**
Proposed Request:	**Request for an 11' Right-Of-Way abandonment (see attached graphic) by the City Commission of the City of Stuart, Florida**

Dear Property Owner:

Please be advised that the City of Stuart will conduct a public hearing before the Stuart City Commission on **Monday, October 25, 2021 at 5:30 p.m.** to consider the above request. A sec*ond public* hearing will be conducted by the City Commission on **Monday, November 8, 2021 at 5.30 p.m.**

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

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in

Stuart. If you have any questions regarding this notice, please feel free to call the City's Project Planner, Tom Reetz, at (772) 600-1284, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Terence P. McCarthy

TPM/dd
tpm@mccarthysummers.com
Attachment: Location Map
P:\DOCS\16491\16491.01\NOTICE\35M2766.DOCX 8/30/2021 2:40:25 PM/HOLLUB

Location Map

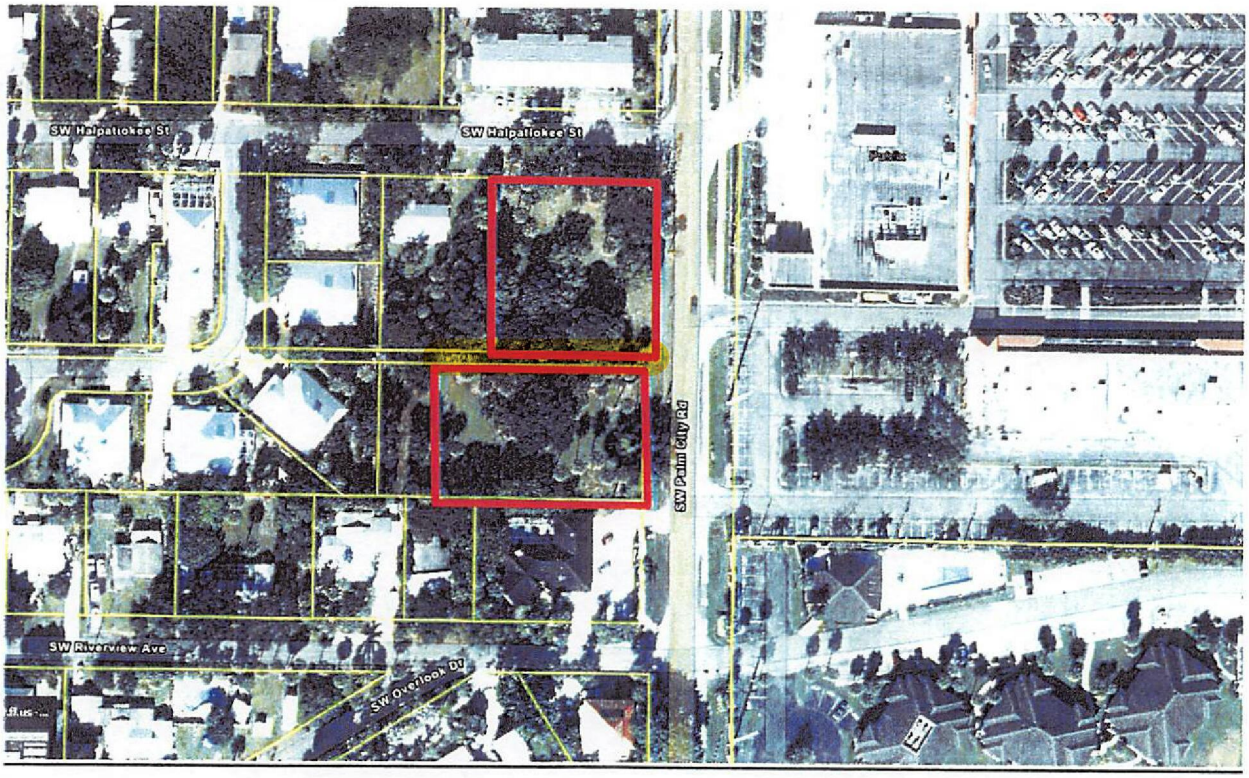


EXHIBIT A

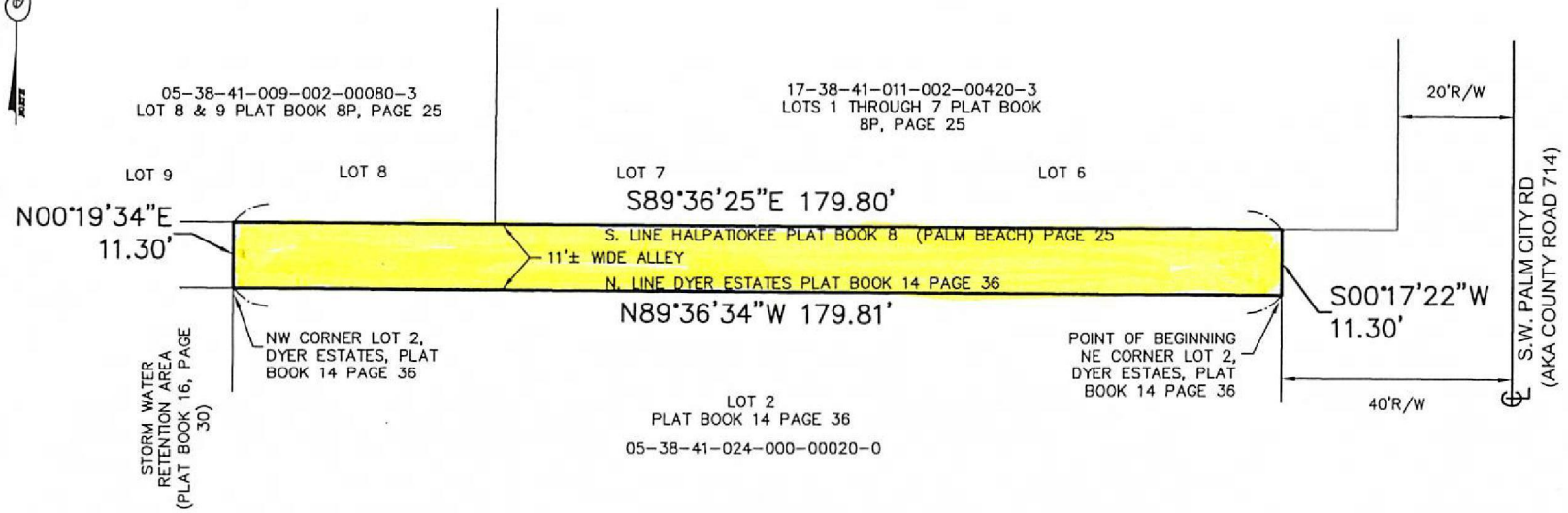
SKETCH & DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

GRAPHIC SCALE

30 0 15 30

(IN FEET)

1 inch = 30 ft.



LEGAL DESCRIPTION

A PORTION OF THE 11 FOOT WIDE ALLEY, AS SHOWN ON THE PLAT OF DYER ESTATES AS RECORDED IN PLAT BOOK 14, PAGE 36, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 2, DYER ESTATES, PLAT BOOK 14, PAGE 36, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°36'34" WEST ALONG THE NORTH LINE OF SAID LOT 2, DYER ESTATES, A DISTANCE OF 179.81 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2, DYER ESTATES; THENCE NORTH 00°19'34" EAST, A DISTANCE OF 11.30 FEET TO A POINT ON THE SOUTH LINE OF PLAT OF HALPATIOKEE, AS RECORDED IN PLAT BOOK 8, PAGE 25, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE SOUTH 89°36'25" EAST ALONG SAID SOUTH LINE PLAT OF HALPATIOKEE, A DISTANCE OF 179.80 FEET; THENCE SOUTH 00°17'22" WEST, A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,032 SQ.FT. (0.05 ACRES) MORE OR LESS

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL SURVEYSBYFENEX@GMAIL.COM
LICENSED BUSINESS # 6858

FLORIDA REGISTRATION #5102
CHRISTIAN FENEX

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWING DATE	F.B. PG.	SCALE	W.O.#
05/17/2021	folder	1" = 30'	219051

SKETCH NO. 219051_ALLEY DESCRIPTION.dwg

SHEET 1 OF 1

Sign Specifications

Install 24"x36" sign Visible from : PALM CITY ROAD



Sign Specifications

Pursuant to Ordinance 2266-2013
Sections 11.01.08.6.A.2, 11.01.08.9.A.3, 11.01.09.6.B, 11.01.09.9.B, and 11.02.02

The City of Stuart requires a notification by posting for the public hearing required for your application. The following is a representation of the sign that is required for proper notification.

Please have a sign created and installed to the following specifications:

- The sign shall be installed perpendicular to, and clearly visible from, the nearest public street in a location approved by the Development Department in advance of installation.
- The sign shall not be less than 36 by 48 inches in dimension when adjacent to arterial roads and not less than **24 by 36 inches in dimension when adjacent to non-arterial roads**.
- The sign shall have a uniform "City blue" background.
- The sign shall have white lettering of a font size that is legible.
- The sign shall be double-sided and waterproof.

The sign is required to be installed at least 15 days prior to the public hearing, or before ***Friday, July 16.*** After installation of the sign, please complete the included *Affidavit Attesting to Notification by Posting* form and return it to the City of Stuart Development Department. Please include a photo of the sign after it has been installed.

Failure to provide posted notice continuously from the time posted notice is to commence until the Public Hearing or the hearing which is the subject of the notice shall not be deemed as failure to give notice required by this code and action taken by the City subsequent to such notice shall not be deemed void for lack of posted notice. Lost signs or signs which become illegible for any reason shall be replaced by the applicant or petitioner as reasonably soon as possible upon notification to do so by the City. Signs shall be removed within five days of the conclusion of the noticed public hearing or hearing.

Should you have any questions regarding the sign posting, please contact me at (772) 600-1284, or by email at treetz@ci.stuart.fl.us

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Tom Reetz

Title of Item:

PLAT OF "TIDEWATER COURT" (RC):

RESOLUTION No. 55-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "TIDEWATER COURT PLAT", BEING A REPLAT OF A PORTION OF BAY ST. LUCIE , WITH SAID LANDS LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CONTAINING 10 (TEN) INDIVIDUAL LOTS APPROXIMATELY .10 ACRES EACH IN SIZE, PREPARED BY ROBERT F. KEMERSON OF VELCON ENGINEERING AND SURVEYING, LLC, A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER NO. 6285, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A Minor Development Plan for 10 single family homes on individual lots called Tidewater Court located at 892 SE St. Lucie Blvd was reviewed by staff and approved by the City Development Director pursuant to Section 11.01.02C of the Stuart Land Development Code. **See Attachment D.1 Minor Final Site Plan Approval Order.**

The proposed site is 1.02 acres. The existing Land Use is Multifamily Residential, 10du/ac. The proposed density and use is consistent with the Goals and Objectives of the City's Comprehensive Plan. The existing zoning is R3 (10du/ac). The proposed plat includes 10 lots that equal or exceed 4,356 sf each consistent with Section 2.04.01 of the City's Land Development Regulations. A 30 foot wide central spine for access and utilities has been reserved and secured in the form of an outlined easement and a private road will be maintained by the home owners association in perpetuity.

The City's Consultants, Northstar Geometrics and Kimley Horn Engineering have reviewed the plat for consistency with Chapter 177, Florida Statutes and Section 11.01.05 of the City's Land Development Code and provided comments which the applicant has addressed. The City's Fire Department and Public Works Departments have approved the Site Plan. **See Attachment B.1 Consultant Approval.**

Funding Source:

N/A

Recommended Action:

Move to approve Resolution No. 55-2021 adopting the Plat.

ATTACHMENTS:

Description	Upload Date	Type

A.1 Resolution 55-2021	9/30/2021	Resolution add to Y drive
A.2 Boundary & Topographic Survey	5/14/2021	Resolution add to Y drive
A.3 Tidewater Court Plat	5/14/2021	Resolution add to Y drive
B.1 Consultant Review-Approval	5/14/2021	Resolution add to Y drive
C.1 Application	5/14/2021	Backup Material
D.1 Minor Final Site Plan Approval Order	9/30/2021	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION No. 55-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "TIDEWATER COURT PLAT", BEING A REPLAT OF A PORTION OF BAY ST. LUCIE , WITH SAID LANDS LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CONTAINING 10 (TEN) INDIVIDUAL LOTS APPROXIMATLEY .10 ACRES EACH IN SIZE, PREPARED BY ROBERT F. KEMERSON OF VELCON ENGINEERING AND SURVERYING, LLC, A FLORIDA REGISTERED LAND SURVEYOR AND MAPPER NO. 6285, PROVIDING FOR 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: That certain plat titled "TIDEWATER COURT" prepared by Robert F. Kemerson, A Florida Professional Surveyor, a copy of which was initially filed with the City Development Department on February 17, 2021, is hereby approved by the City Commission as being in compliance with the requirements for platting in Chapter 177, Florida Statues and with local laws relative thereto.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 55-2021
Tidewater Court Plat

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

Resolution No. 55-2021
Tidewater Court Plat

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION 55-2021, AND 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 FOREGOING 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 DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS ORDINANCE, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Print Name: _____ Neurus Enterprises, LLC

_____ _____
Name: Marcela Camblor-Cutsaimanis, LLC

Print Name: _____ Title: President

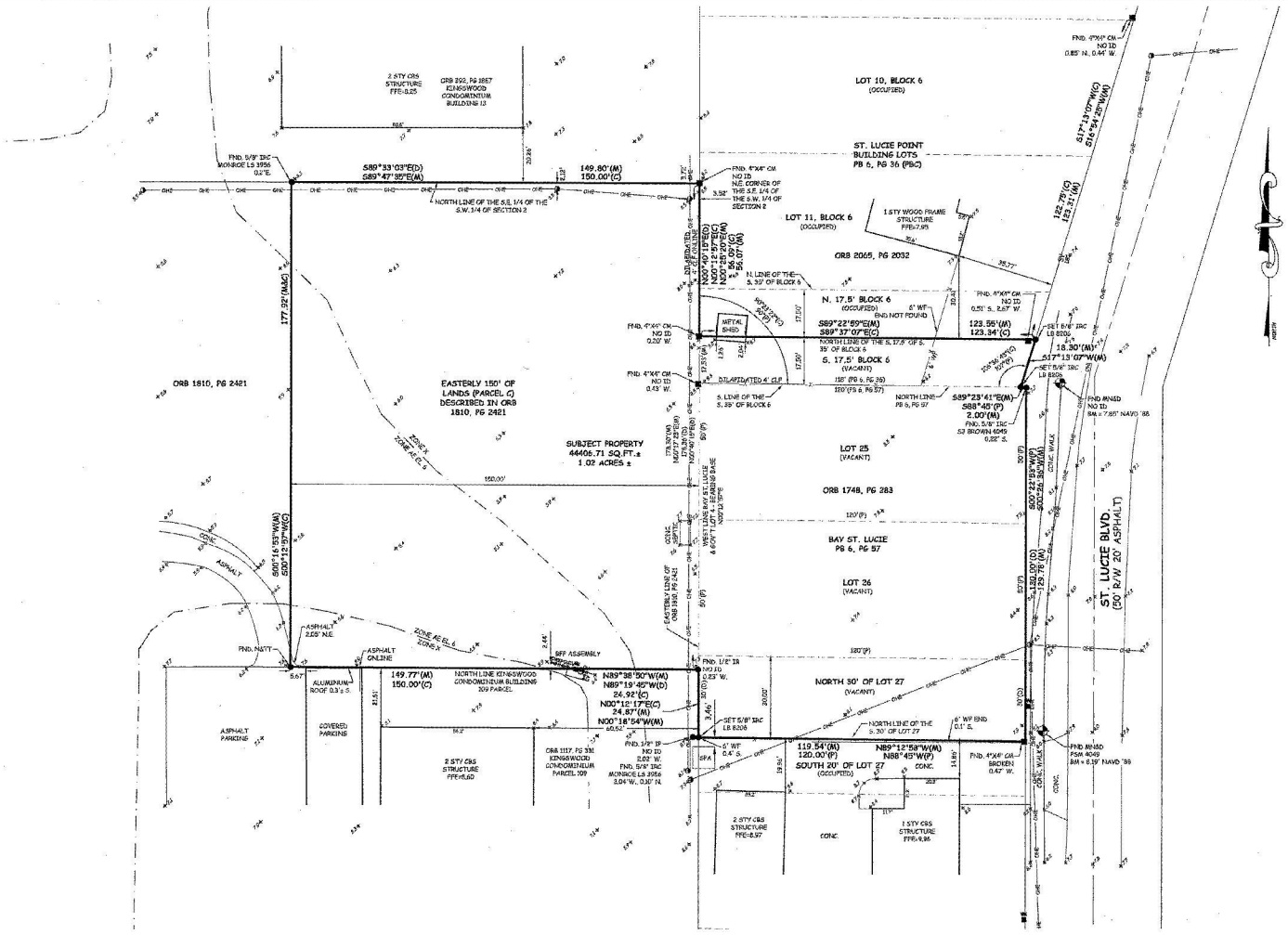
_____

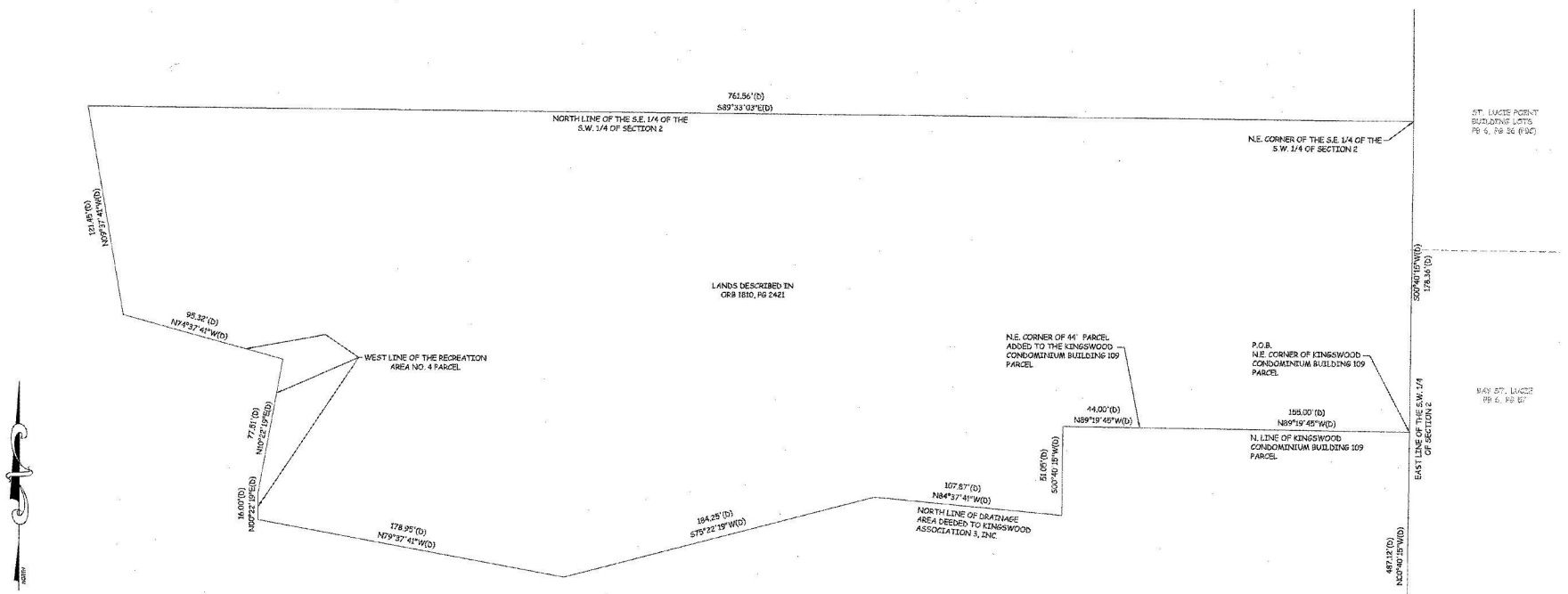
OWNERS ACKNOWLEDGMENT

The above Acceptance and Agreement of Resolution 55-2021 was acknowledged before me this _____ day of _____, 2021 by Marcela Camblor-Cutsaimanis, the president of Neurus Enterprises, LLC.

Notary Public, State of _____
My Commission Expires:
Notary Seal Personally Known OR Produced Identification

Type of ID_____


LOT 10, BLOCK 6
(OCCUPIED)
ST. LUCIE POINT
BUILDING LOTS
PB 6, PG 36 (PBC)
LOT 11, BLOCK 6
(OCCUPIED)
ORB 2065, PG 2032
N. 17.5' BLOCK 6
(OCCUPIED)
S. 17.5' BLOCK 6
(VACANT)
ORB 1810, PG 2421
EASTERLY 150' OF
LANDS (PARCEL C)
DESCRIBED IN ORB
1810, PG 2421
SUBJECT PROPERTY
44405.71 SQ.FT.±
1.02 ACRES ±
LOT 25
(VACANT)
ORB 1748, PG 283
BAY ST. LUCIE
PB 6, PG 57
LOT 26
(VACANT)
NORTH 30' OF LOT 27
(VACANT)
SOUTH 20' OF LOT 27
(OCCUPIED)
ST. LUCIE BLVD.
(50' R/W 20' ASPHALT)
NORTH LINE KINGSWOOD
CONDOMINIUM BUILDING
109 PARCEL
ORB 1117, PG 331
KINGSWOOD
CONDOMINIUM
PARCEL 109
2 STY CBS
STRUCTURE
FFE=8.25
2 STY CBS
STRUCTURE
FFE=8.60
2 STY CBS
STRUCTURE
FFE=8.97
1 STY CBS
STRUCTURE
FFE=9.36
1 STY WOOD FRAME
STRUCTURE
FFE=7.95
METAL
SHED
ASPHALT
CONC.
COVERED
PARKING
ASPHALT
PARKING
ALUMINUM
ROOF 0.3 ± S.
ASPHALT
ON LINE
ASPHALT
2.65' N.E.
BFF ASSEMBLY
ELEV=9.67
ZONE X
ZONE AE EL 6
ZONE AE EL 7
FND. 5/8" IRC
NO ID
0.85' N., 0.44' W.
FND. 4"X4" CM
NO ID
0.23' W.
FND. 4"X4" CM
NO ID
0.51' S., 2.67' W.
FND. 4"X4" CM
NO ID
0.43' W.
FND. 4"X4" CM
NO ID
N.E. CORNER OF
THE S.E. 1/4 OF
THE S.W. 1/4 OF
SECTION 2
FND. 5/8" IRC
MONROE LS 3956
0.2'E.
FND. 5/8" IRC
MONROE LS 3956
3.04' W., 0.30' N.
FND. 1/2" IR
NO ID
0.23' W.
FND. 5/8" IRC
MONROE LS 3956
0.26' S.
SET 5/8" IRC
LB 8206
SET 5/8" IRC
LB 8206
SET 5/8" IRC
LB 8206
FND. 5/8" IRC
52 BROWN 4045
0.25' S.
FND. ANGLE
NO ID
0.44' S., 7.85' WEST
FND. ANGLE
NO ID
0.84' S., 7.85' NAVD '88
FND. ANGLE
PSM 4045
BM = 8.19' NAVD '88
S89°33'03"E(D)
S89°47'35"E(M)
149.80'(M)
150.00'(C)
NORTH LINE OF THE S.E. 1/4 OF THE
S.W. 1/4 OF SECTION 2
177.92'(MAC)
S00°16'55"W(M)
S00°13'25"W(D)
N89°38'50"W(M)
N89°19'45"W(D)
26.92'(C)
N00°12'17"E(C)
24.87'(M)
N00°18'54"W(M)
149.77'(M)
150.00'(C)
NORTH LINE KINGSWOOD
CONDOMINIUM BUILDING
109 PARCEL
N89°38'50"W(M)
N89°19'45"W(D)
26.92'(C)
N00°12'17"E(C)
24.87'(M)
N00°18'54"W(M)
119.54'(M)
120.00'(P)
S89°12'58"W(M)
S88°45'W(P)
123.75'(C)
123.31'(M)
S17°13'07"W(M)
S16°52'25"W(M)
123.56'(M)
123.34'(C)
S89°22'59"E(M)
S89°37'07"E(C)
NORTH LINE OF THE S. 17.5' OF S.
35' OF BLOCK 6
S89°23'41"E(M)
S88°45'(P)
2.00'(M)
18.30'(M)
S17°13'07"W(M)
123.76'(M)
123.31'(M)
S00°23'36"W(M)
S00°23'36"W(M)
N89°23'41"W(M)
N88°45'W(P)
N89°19'45"W(M)
N89°19'45"W(D)
N00°40'15"E(D)
N00°12'57"E(C)
N00°40'15"E(M)
56.07'(M)
56.00'(P)
177.92'(MAC)
S00°16'55"W(M)
S00°13'25"W(D)
150.00'
180'(P)
120'(P)
50'(P)
30'(P)
20'(P)
10'(P)
N. LINE OF THE
S. 30' OF BLOCK 6
NORTH LINE OF
PB 6, PG 57
S. LINE OF THE
S. 35' OF BLOCK 6
EASTERLY LINE OF
ORB 1810, PG 2421
WEST LINE BAY ST. LUCIE
& EAST LOT 1 + BEARING BASE
N00°12'57"E
SLANTED 4' CLF
6' WF
0.4' S.
6' WF END
0.1' S.
NORTH LINE OF THE
S. 30' OF LOT 27
CONC. WALK
CONC.
I.P.
SPA
ENDS
BEGINS
CURVE
CURVE
CURVE



DETAIL OF "PARCEL C" DESCRIPTION

ABBREVIATIONS LEGEND

A/C	AIR CONDITIONER	DC	"DC" CURB	INT	INTERSECTION	P/C	PROPERTY CORNER	SIP	SET IRON PIPE OR BOLT
AC	ACRE	D.E.	DRAINAGE EASEMENT	INV	INVERT	P/L	PROPERTY LINE	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AL	ALUMINUM	DI	DROP INLET	IP	IRON PIPE	PL	PLAT	SLE	SLOPE EASEMENT
ANC	ANCHOR	DIA	DIAMETER	IPAF	IRON PIPE & FLAG	PAVE	PAVEMENT	SLS	STREET LIGHT SUPPORT POLE
AP	ANCHOR POLE	DIP	DUCTILE IRON PIPE	IR	IRON ROD	PB	PLAT BOOK	SMH	SANITARY SEWER MANHOLE
APPROX	APPROXIMATE	DMH	DRAINAGE MANHOLE	IRC	IRON ROD & CAP	PBC	PALM BEACH COUNTY	SPCS	STATE PLANE COORDINATES
ASP	ASPHALT	DME	DRAINAGE & UTILITY EASEMENT	IV	IRRIGATION VALVE	PCC	POINT OF COMPOUND CURVATURE	ST	SEPTIC TANK
B	BOX	DW	DRIVEWAY CONCRETE	IVV	IRRIGATION CONTROL VALVE	PCP	PRECISION CONTROL POINT	STD	STANDARD
BFP	BACKFLOW PREVENTER	E/CP	ELEVATION CONTROL POINT	IW	IRRIGATION WELL	PCP	PERMANENT CONTROL POINT	STY	STORY
BLDG	BUILDING	EL	ELEVATION	L	LENGTH	PE	PERMANENT REFERENCE MONUMENT	SV	SANITARY VALVE
BLK	BLOCK	ELEC	ELECTRIC	LB	LICENSED BUSINESS	PG	PAGE	SW	SIDEWALK
BM	BENCHMARK	ELEV	ELEVATION	LFEY	LIFT STATION	PI	POINT OF INTERSECTION	TAR	TOP OF ASPHALT
BOC	BACK OF CURB	EM	ELECTRIC METER	LME	LAKE MAINTENANCE EASEMENT	PKNG	PARKING	TAR	TAR ROAD
BR	BRICK PAVERS	ENCR	ENCROACHMENT	LOC	LOCATION	PKNG	PARKER KALON NAIL AND DISK	TBM	TELEPHONE MANHOLE
BSW	BRICK SIDEWALK	EOW	EDGE OF WATER	LP	LIGHT POLE	PK/TY	PARKER KALON NAIL AND TENTAB	TOB	TOP OF BANK
BW	BRICK WALK	EP	ELECTRIC PEDESTAL	LS	LICENSED SURVEYOR	PLS	PROFESSIONAL LAND SURVEYOR	TOS	TOP OF SLOPE
BW	BARBED WIRE	ESB	ELECTRIC SERVICE BOX	LT	LIGHT	POB	POINT OF BEGINNING	TP	TELEPHONE PEDESTAL
C&G	CURB AND GUTTER	EBMT	EASEMENT	MAX	MAXIMUM	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER
CAT	CULVERT & TERMINUS	EXC	EXISTING	MB	MAIL BOX	PP	POWER POLE	TS	TRAFFIC SIGNAL BOX
C/O	CUT OFF	EXT	EXTENDED	MEAS	MEASURED	PRC	POINT OF REVERSE CURVATURE	TW	TOP OF WALL
C	CALCULATED	FNC	FENCE	MES	MITERED END SECTION	PRO	PERPENDICULAR DISTANCE	TWP	TOWNSHIP
CATV	CABLE TELEVISION BOX	FC	FF CURB	MH	MAN HOLE	PROP	PROPOSED	TYP	TYPICAL
CB	CATCH BASIN	FDC	FIRE DEPARTMENT CONNECTION	MHWL	MEAN HIGH WATER LINE	PSM	PERMANENT REFERENCE MONUMENT	UNC	UNDER CONSTRUCTION
CBS	CONCRETE BLOCK STRUCTURE	FECR	FLORIDA EAST COAST RAILROAD	MIN	MINIMUM	PSM	PROFESSIONAL SURVEYOR & MAPPER	UE	UTILITY EASEMENT
CD	CHORD	FFE	FINISHED FLOOR ELEVATION	MH	MANHOLE	PVMT	PAVEMENT	UP	UTILITY POLE
CL	CURB INLET	FH	FIRE HYDRANT	MHWD	MEAN HIGH WATER LINE & DISK	PVC	POLYVINYL CHLORIDE	UR	UTILITY RISER
CL	CENTER LINE	FND	FOUND	MLE	MITERED END	PVE	PRIVATE UTILITY EASEMENT	UW	UNDERWATER
CLF	CHAIN LINK FENCE	FOC	FACE OF CURB	MW	MONITORING WELL	PVC	POLYVINYL CHLORIDE	VAC	VACUUM
CM	CONCRETE MONUMENT	FOW	FACE OF WALL	MJD	METES AND BOUNDS	R/C	R/C OR C&P	VLT	VAULT
CMP	CORRUGATED METAL PIPE	FPL	FLORIDA POWER & LIGHT	MND	BASIS OF BEARINGS	R/W	RIGHT-OF-WAY	W	WOOD
CO	CLEAN OUT	GM/T	GAS METER	N	NAIL	RAD	RADIUS	WL	WATER LINE
CONC	CONCRETE	GMH	GAS MANHOLE	NA	NON-APPLICABLE	RCP	REINFORCED CONCRETE PIPE	WM	WATER METER
CONC	CONCRETE	GRD	GRADE	NAVD	NORTH AMERICAN VERTICAL DATUM	RD	ROOF DRAIN	WOL	WELL HOUSE
CONST	CONSTRUCTION	GRD	GUARDRAIL	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE	WP	WOOD POWER POLE
COV	COVERED	HC	HEADER CURB	NO	NUMBER	RLS	REGISTERED LAND SURVEYOR	WS	WATER SERVICE
CP	COVERED ENTRY	HCP	HANDICAP	NTS	NOT TO SCALE	RR	RAILROAD	WV	WATER VALVE
CPVP	COVERED PORCH	HDPE	HIGH DENSITY POLYETHYLENE	O/H	OVERHEAD	RR	RAILROAD		
CP	CONCRETE POWER POLE	HW	HDE WIRE	O/S	OFFSET	RRS	RAILROAD SPIKE		
CPPPE	CORRUGATED PLASTIC PIPE	HW	HEADWALL	OE	OVERHEAD EASEMENT	S/W	SIDEWALK		
CR	CONC. RISER	IP	IRON PIPE	OHE	OVERHEAD ELECTRIC	SMH	SANITARY SEWER MANHOLE		
D	DELTA ANGLE	IRV	IRRIGATION CONTROL VALVE	ORU	OVERHEAD UTILITY	SBT	SOUTHERN BELL TELEPHONE		
D/F	DRAIN FIELD	IN	IRRIGATION	OS	OFFICIAL SURVEY	SEC	SECTION		
D	DEED INFORMATION	ILL	ILLEGIBLE	ORB	OFFICIAL RECORD BOOK	SF	SQUARE FEET		

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
1600 SE PEACOCK BLVD, SUITE 2
PORT ST. LUCIE, FLORIDA 34990
PHONE (772) 879-0477
Web Site: www.velconfl.com
VELCON ENGINEERING & SURVEYING

BOUNDARY & TOPOGRAPHIC SURVEY OF 892 SE ST. LUCIE BLVD. NEURUS ENTERPRISES, LLC

REVISIONS		
	BY:	DATE

DRAWN BY: P. SUTHARD
APPROVED BY: R. KEMERSON
SCALE: 1" = 20'
DATE: 5/8/19
FIELD BOOK/PAGES NOTES
JOB NUMBER: 19-2061
SHEET: 2 OF 2

TIDEWATER COURT

BEING A REPLAT OF A PORTION OF BAY ST. LUCIE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, A PORTION OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND A PORTION OF ST. LUCIE POINT BUILDING LOTS, A SUBDIVISION OF THE SOUTH END OF LOT 4, SECTION (2*), TOWNSHIP 38 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT FILED THE 10TH DAY OF FEBRUARY, 1916, AND RECORDED IN PLAT BOOK 6, PAGE 36, PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

SAID LANDS LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
CITY OF STUART

NEURUS ENTERPRISES LLC, BY AND THROUGH ITS UNDERSIGNED OFFICER, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT OF TIDEWATER COURT AND HEREBY DEDICATES AS FOLLOWS:

1. UTILITY EASEMENT - ALL PLATTED UTILITY EASEMENTS (U.E.) SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES, AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THE CITY OF STUART HAS REGULATORY AUTHORITY OVER BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR, ANY UTILITY EASEMENT DESIGNATED AS SUCH ON THIS PLAT.
2. DRAINAGE EASEMENT - DRAINAGE EASEMENTS (D.E.) AS SHOWN ON THIS PLAT OF TIDEWATER COURT AND DESIGNATED AS SUCH ON THE PLAT, ARE HEREBY DEDICATED TO BE THE PROPERTY OF THE TIDEWATER COURT PROPERTY OWNERS ASSOCIATION FOR DRAINAGE PURPOSES AND ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. THE CITY OF STUART HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY DRAINAGE EASEMENTS DESIGNATED AS SUCH ON THIS PLAT.
3. ACCESS EASEMENT - THE ACCESS EASEMENT SHOWN ON THIS PLAT OF TIDEWATER COURT IS HEREBY DEDICATED TO BE THE PROPERTY OF TIDEWATER COURT PROPERTY OWNERS ASSOCIATION AND THE ACCESS EASEMENT IS HEREBY CONVEYED BY THIS PLAT TO THE ASSOCIATION, FOR ACCESS AND SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. THE CITY OF STUART SHALL HAVE ACCESS TO SAID ACCESS EASEMENT FOR EMERGENCY VEHICLES AND PERSONNEL, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR THE ACCESS EASEMENT DESIGNATED AS SUCH ON THIS PLAT.

SIGNED AND SEALED THIS _____ DAY OF _____, 2021 ON BEHALF OF NEURUS ENTERPRISES, LLC.

_____

BY: _____

PRINTED NAME: _____

(TITLE) _____

WITNESS: _____

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
CITY OF STUART

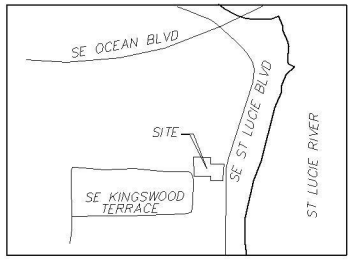
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION. THIS _____ DAY OF _____ 2021, BY _____ OF NEURUS ENTERPRISES LLC., ON BEHALF OF SAID COMPANY. THEY ARE [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC

_____
PRINT NAME

STATE OF FLORIDA AT LARGE
COMMISSION NO. _____

MY COMMISSION EXPIRES: _____



VICINITY MAP (NOT TO SCALE)

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
CITY OF STUART

TIDEWATER COURT PROPERTY OWNERS ASSOCIATION, HEREBY:

1. ACCEPTS THE DEDICATION OF TIDEWATER COURT AS SET FORTH UPON THE HEREIN PLAT.

2. CONSENTS TO THE PLATTING OF THE LANDS HEREIN.

DATED THIS ____ DAY OF _____, 2021.

_____

PRINT NAME: _____

WITNESS: _____ PRINT NAME_____

WITNESS: _____ PRINT NAME_____

ACKNOWLEDGMENT

STATE OF FLORIDA
CITY OF STUART

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ON LINE NOTARIZATION. THIS _____ DAY OF _____ 2021, BY _____ OF THE TIDEWATER COURT PROPERTY OWNERS ASSOCIATION, ON BEHALF OF SAID COMPANY. THEY ARE [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

_____
NOTARY PUBLIC

_____
PRINT NAME

STATE OF FLORIDA AT LARGE
COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

CLERK'S RECORDING CERTIFICATE

I, CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK ____, PAGE ____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS THIS ____ DAY OF _____, 2021.

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT, MARTIN COUNTY, FLORIDA.

FILE NUMBER: _____

BY: _____
DEPUTY CLERK

_____
PARCEL CONTROL NUMBER

LEGAL DESCRIPTION:

(PER ORB 1748, PG 283)
LOTS 25, 26 AND THE NORTH 30 FEET OF LOT 27, BLOCK 9, BAY ST. LUCIE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

TOGETHER WITH:

(PER ORB 2063, PG 2032)
THE SOUTH 17-1/2 FEET OF BLOCK 6, ST. LUCIE POINT BUILDING LOTS, A SUBDIVISION OF THE SOUTH END OF LOT 4, SECTION (2*), TOWNSHIP 38 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT FILED THE 10TH DAY OF FEBRUARY, 1916, AND RECORDED IN PLAT BOOK 6, PAGE 36, PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

(*=SCRIVNERS ERROR. LEFT OUT OF RECORDED DEED DESCRIPTION)

TOGETHER WITH:

(THE EASTERLY 150' OF THE FOLLOWING DESCRIBED LANDS IN ORB 1810, PG 2421)

PARCEL C

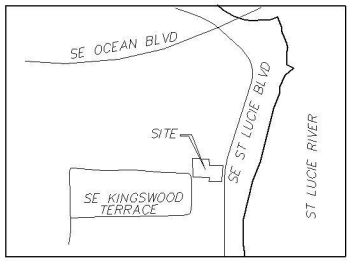
A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE BEARS S 89°32'19" E, ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1333.00 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE N 00°21'51" E, ALONG SAID WEST LINE, A DISTANCE OF 665.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2; THENCE S 89°31'49" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1325.54 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE N 00°40'15" E, ALONG SAID EAST LINE A DISTANCE OF 487.12 FEET TO THE NORTHEAST CORNER OF KINGSWOOD CONDOMINIUM BUILDING 109 PARCEL, AS RECORDED IN O.R. BOOK 1117, PAGE 331, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE PROCEED N 89°19'45" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 155.00 FEET TO THE NORTHEAST CORNER OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN O.R. BOOK 1117, PAGE 330, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. THENCE BY THE FOLLOWING COURSES WITH SAID PARCEL N 89°19'45" W, A DISTANCE OF 44.00 FEET; THENCE S 00°40'15" W, A DISTANCE OF 5105 FEET TO A POINT ON THE NORTH LINE OF THE DRAINAGE AREA DEEDED TO KINGSWOOD ASSOCIATION 3, INC., AS RECORDED IN O.R. BOOK 01501, PAGE 1566, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE BY THE FOLLOWING COURSES WITH SAID DRAINAGE EASEMENT PARCEL, N 84°37'41" W, A DISTANCE OF 107.87 FEET; THENCE S 75°22'19" W, A DISTANCE OF 184.25 FEET; THENCE N 79°37'41" W, A DISTANCE OF 178.95 FEET TO A POINT OF THE WEST LINE OF THE RECREATION AREA NO. 4 PARCEL, AS RECORDED IN O.R. BOOK 01501, PAGE 1566, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE BY THE FOLLOWING COURSES WITH SAID RECREATION PARCEL; N 00°22'19" E, A DISTANCE OF 16.00 FEET; THENCE N 10°22'19" E, A DISTANCE OF 77.51 FEET; THENCE N 74°37'41" W, A DISTANCE OF 95.32 FEET; THENCE LEAVING SAID RECREATION AREA PARCEL, N 09°37'41"W, A DISTANCE OF 121.45 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2; THENCE, S 89°33'03" E, ALONG SAID NORTH LINE, A DISTANCE OF 761.56 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2; THENCE S 00°40'15" W, ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2, A DISTANCE OF 178.36 FEET TO THE POINT OF BEGINNING.

PREPARED BY:
VELCON ENGINEERING & SURVEYING, LLC
590 NW PEACOCK BOULEVARD, SUITE #8
PORT ST.LUCIE, FL. 34986
LICENSED BUSINESS NO. 8206

TIDEWATER COURT

PLAT BOOK: _____
PAGE: _____

BEING A REPLAT OF A PORTION OF BAY ST. LUCIE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, A PORTION OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND A PORTION OF ST. LUCIE POINT BUILDING LOTS, A SUBDIVISION OF THE SOUTH END OF LOT 4, SECTION (2*), TOWNSHIP 38 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT FILED THE 10TH DAY OF FEBRUARY, 1916, AND RECORDED IN PLAT BOOK 6, PAGE 36, PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.
SAID LANDS LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA.



VICINITY MAP (NOT TO SCALE)

TITLE CERTIFICATION

I, _____, A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2021:

1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF TIDEWATER COURT IS IN THE NAME OF _____ EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON, TO WIT: _____.

2. ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND HEREON ARE LISTED AS FOLLOWS:

NONE

3. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, FLORIDA ATATUTES, HAVE BEEN PAID.

DATED THIS ___TH DAY OF _____, 2021.

BY: _____

_____
FLORIDA BAR NO. _____

GENERAL PLAT NOTES:

1. PROPERTY LIES IN F.I.R.M. ZONE "X" AND "AE EL. 6", AS SHOWN ON MAP 12085C0154G, DATED 3/16/15. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

2. THE BEARINGS SHOWN HEREON ARE RELATED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENTS.) REFERENCE BEARING OF THE WEST LINE OF GOVERNMENT LOT 4, HAVING AN CALCULATED BEARING OF N 00°12'57" E. ALL OTHER BEARINGS ARE RELATIVE THERETO.

3. COORDINATES WERE ESTABLISHED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION - FLORIDA PERMANENT REFERENCE NETWORK (FDOT - FPRN) WITH REDUNDANCY OF MEASUREMENTS PERFORMED. ALL HORIZONTAL ACCURACY IS 0.02 FOOT PLUS OR MINUS.

4. PLAT CONTAINS 1.02 ACRES.

5. PLAT CONTAINS 10 LOTS.

6. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

7. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, BY THE PROFESSIONAL SURVEYOR & MAPPER EMPLOYED BY THE CITY OF STUART.

8. IN THE EVENT THAT THE CITY OF STUART DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE CITY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH CITY SPECIFICATIONS.

CITY APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THE DATE INDICATED.

_____ DATE	_____ EULA CLARKE - CITY MAYOR
_____ DATE	_____ MARY KINDEL - CITY CLERK
_____ DATE	_____ MICHAEL MORTELL CITY ATTORNEY
_____ DATE	_____ KEVIN ROBERSON - CITY ENGINEER - KIMLEY-HORN AND ASSOCIATES INC.
_____ DATE	_____ E. C. DEMETER, PSM - CITY PLAT REVIEWER

CERTIFICATE OF SURVEYOR AND MAPPER

I, ROBERT F. KEMERSON, HEREBY CERTIFY THAT THIS PLAT OF TIDEWATER COURT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED, AS REQUIRED BY LAW; THAT PERMANENT CONTROL POINTS WILL BE SET FOR THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF THE CITY OF STUART, FLORIDA.

DATED THIS _____ DAY OF _____, 2021.

_____
ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENCE NO. 6285

SURVEYORS SEAL

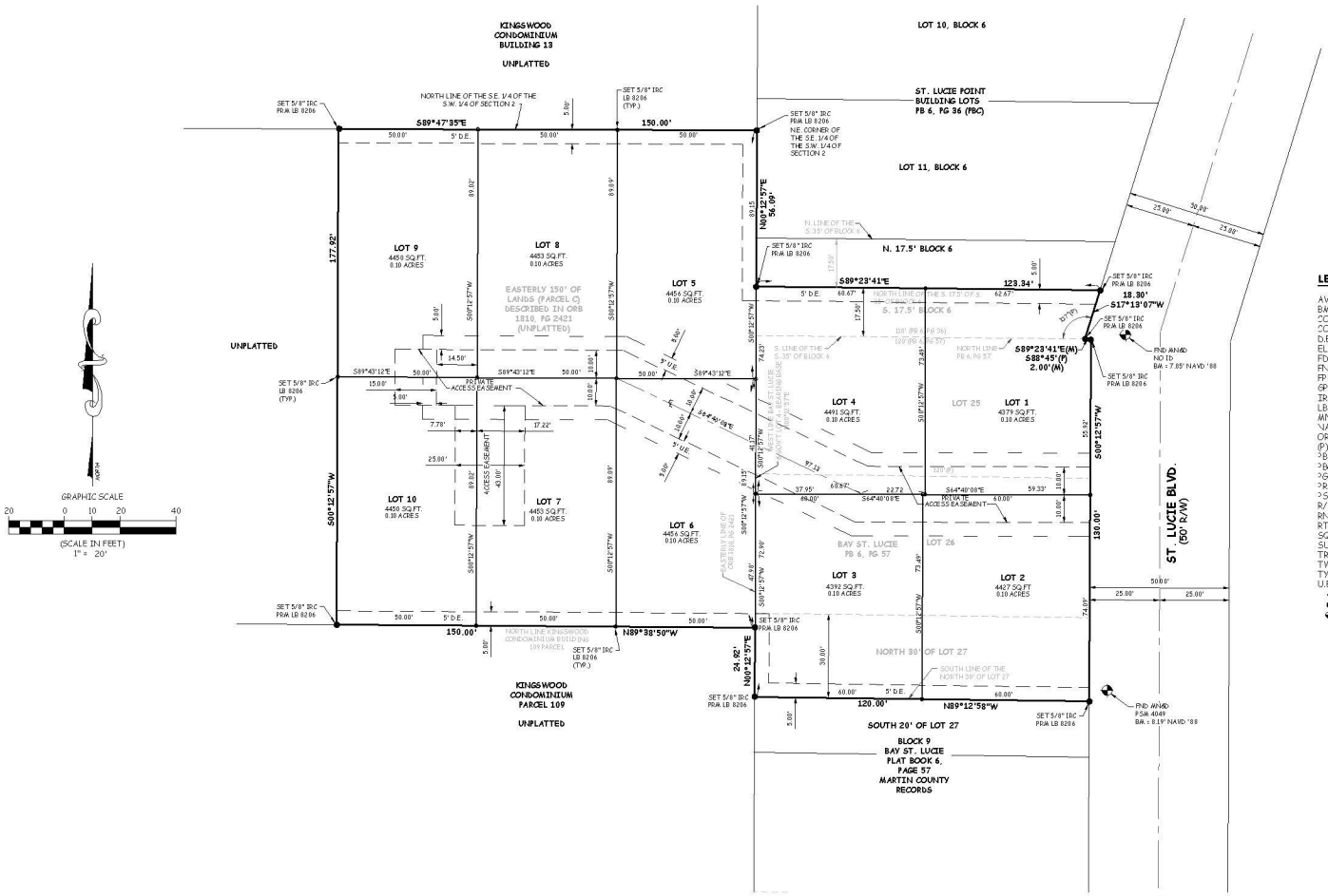
CLERK OF THE COURT

PREPARED BY:
VELCON ENGINEERING & SURVEYING, LLC
590 NW PEACOCK BOULEVARD, SUITE #8
PORT ST.LUCIE, FL. 34986
LICENSED BUSINESS NO. 8206

TIDEWATER COURT

PLAT BOOK: _____
PAGE: _____

BEING A REPLAT OF A PORTION OF BAY ST. LUCIE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, A PORTION OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND A PORTION OF ST. LUCIE POINT BUILDING LOTS, A SUBDIVISION OF THE SOUTH END OF LOT 4, SECTION (2*), TOWNSHIP 38 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT FILED THE 10TH DAY OF FEBRUARY, 1916, AND RECORDED IN PLAT BOOK 6, PAGE 36, PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.
SAID LANDS LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA.



LEGEND

AVE - AVENUE
BM - BENCHMARK
CO. - COMPANY
COR. - CORNER
D.E. - DRAINAGE EASEMENT
EL. - ELEVATION
FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
FND - FOUND
FPRN - FLORIDA PERMANENT REFERENCE NETWORK
GPS - GLOBAL POSITIONING SYSTEM
IRC - IRON ROD AND CAP (AS NOTED)
LB - LICENSED BUSINESS
MN&D - MAGNETIC NAIL AND DISK
NAVD '88 - NORTH AMERICAN VERTICAL DATUM OF 1988
ORB - OFFICIAL RECORDS BOOK
(P) - PER PLAT
PB - PLAT BOOK
PBC - PALM BEACH COUNTY
PG - PAGE
PRM - PERMANENT REFERENCE MONUMENT
PSM - PROFESSIONAL SURVEYOR AND MAPPER
R/W - RIGHT OF WAY
RNG. - RANGE
RTK - REAL TIME KINEMATIC
SQ.FT. - SQUARE FEET
SUB. - SUBDIVISION
TR. - TRACT
TWP - TOWNSHIP
TYP. - TYPICAL
U.E. - UTILITY EASEMENT
○ - SET 5/8" ROD & CAP OR NAIL & DISK "LB 8206"
● - SET 5/8" ROD & CAP "PRM LB 8206"
⊕ - SITE BENCHMARK AS NOTED

PREPARED BY:
VELCON ENGINEERING & SURVEYING, LLC
590 NW PEACOCK BOULEVARD, SUITE #8
PORT ST.LUCIE, FL. 34986
LICENSED BUSINESS NO. 8206

Plotted By:CANTICO-POWERPC April 21, 2021 01:23:02pm N:\Projects\2019\19-2061 St Lucie Blvd, Stuart\19-2061 PRE-PLAT-MCE&DITS.dwg

Kimley»Horn

To To Reet
Senio nne
Cit o St t De e op ent Dep t ent

F o e in Ro e on E
i e Ho n n A oci te Inc

D te Ap i 21 2021

Re **Tidewater Court – Stuart, Florida – 2nd Plat review**

De Reet

i e Ho n e ie e t ep t e itt oc ent p o i e to on Ap i 21 2021 p ep e Ve con En inee in n S e in LLC o t e p opo e TIDE ATER COURT p t in St t F o i

e co pete o 2n e ie o t ep t n in t tt e pp ic nt e e o o co ent

T n o o t e oppo t nit to i t t e Cit o St t in e ie in t e note p o ect con ctin t i i ite e tion i e Ho n i not in e pon i i it o t e content n cc c o t e p t ic e in t e o e e pon i i it o t e En inee o Reco n t e S e o o Reco e e cont ct i o e n e tion o nee ition in o tion

Since e

i e Ho n n A oci te Inc

e in Ro e on E
Senio Vice e i ent

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

(772) 288-5326

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

Plat Application

Project ID#_____
(Staff Entry)

Pre-App Conference Date: 09.27.2020	Application Date: 02.17.2021
Project Name: Tidewater Court	
Parcel ID# 02-38-41-002-009-00250-6/02-38-41-013-006-00121-6	Project Address: 896 SE St. Lucie Blvd - Stuart, FL 34996
Zoning/CRA Sub-district: R3	
Subdivision:	Lot(s):

Fee: $819.00 *(this does not include fees that may be charged as a result of application review by the City's consultants)*

Submittal Requirements: A completed application form, the payment of fees, and a plat conforming to the requirements of F.S. Chapter 177, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed and by any other information required by the City Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application, including a recommendation from the Public Works Director. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting how the application is in compliance with the requirements of F.S. Chapter 177, the City's comprehensive plan, and the City's Land Development Regulations *(include additional pages if needed).*

(over)

General Information

(Please Print or Type)

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

Name: Marcela Camblor-Cutsaimanis	City/State/Zip Code: Stuart, FL 34996
Title: President	Telephone Number: 772-708-1108
Company: NEURUS ENTERPRISES, LLC	Facsimile Number:
Company Address: 47 W Osceola St. #203	Email Address (optional): marcela@marcelacamblor.com

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

Name:	City/State/Zip Code:
Title:	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

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: Marcela Camblor	City/State/Zip Code: Stuart, FL 34994
Title: President	Telephone Number: 772-708-1108
Company: Neurus Enterprises, LLC	Facsimile Number:
Company Address: 47 W OSceola St. #203	Email Address (optional): marcela@marcelacamblor.com

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

4. Signed this 17th day of February, 2021.

_____

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

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

_____ by ___ _____ who is personally known to me, or who has produced

_____ as identification and who did/did not take an oath.

_____ Commission Expires:

Notary Signature

MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

Kevin Freeman
Planning Director, City of Stuart
121 Flagler Ave.
Stuart, FL 34994

Dear Kev.

Attached please find Application, check and accompanying documents for the replat of parcels 02-38-41-002-009-00250-6 and 02-38-41-013-006-00121-6.

Justification Statement

The proposed replat is consistent with F.S. 177 as it is fully located within the boundaries of the City of Stuart and it has been reviewed for conformity by Velcon Engineering and Surveyors.

Consistent with the requirements of **Section 11.01.05**, a pre-application meeting was held on 9.27.2020.

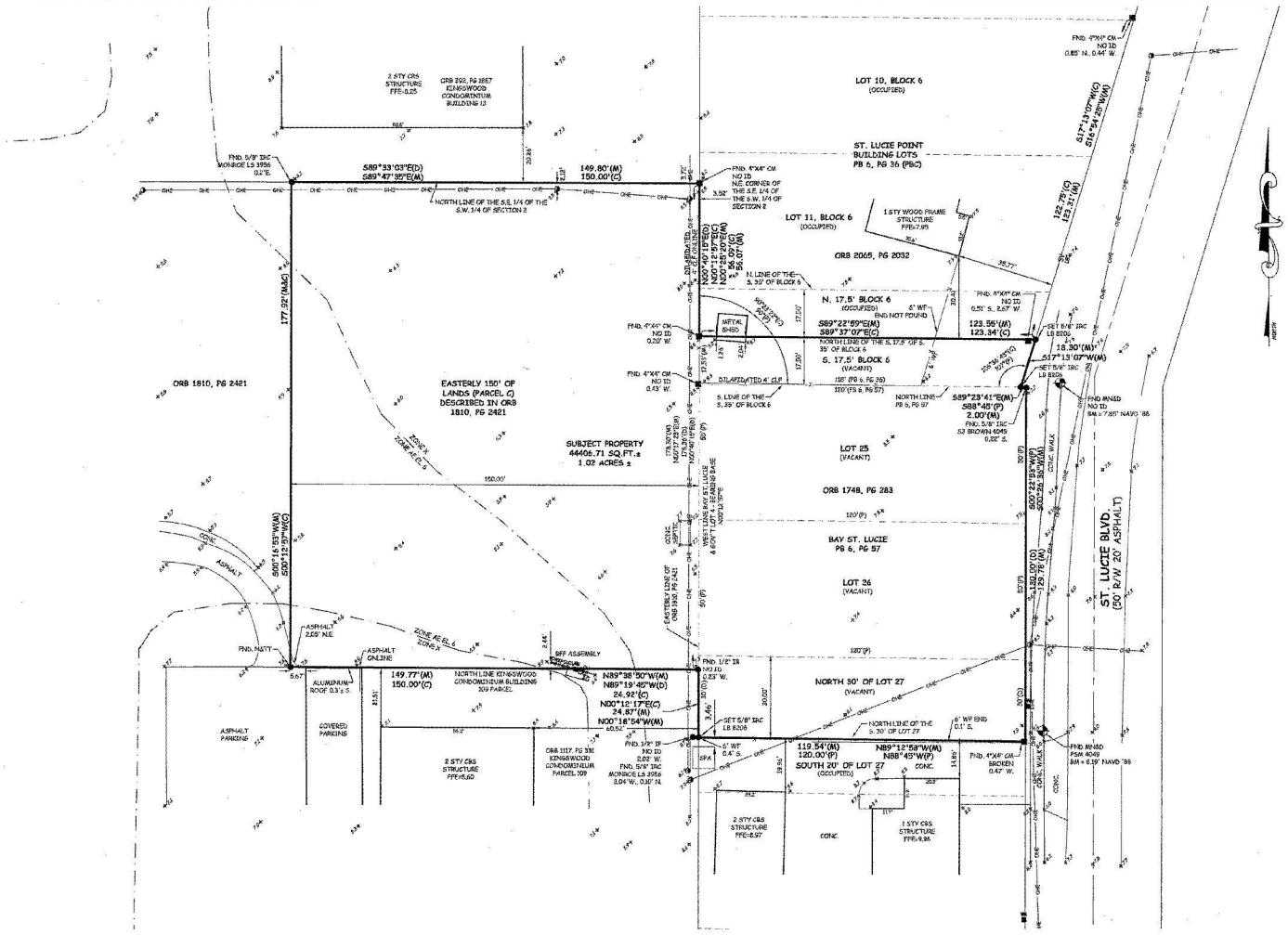
The proposed site is 1.02 acres. The existing Land Use is Multifamily Residential, 10du/ac. The proposed density and use is consistent with the Goals and Objectives of the City's Comprehensive Plan.

The existing zoning is R3 (10/30 du/ac). The proposed plat includes 10 lots that equal or exceed 4,356 sf each consistent with **Section 2.04.01** of the City's Land Development Regulations.

A central spine for access and utilities has been reserved and secured in the form of an outlined easement in perpetuity.

A conceptual site plan is included in this application to graphically depict the intended scale and character of future development resulting from the requested replat.

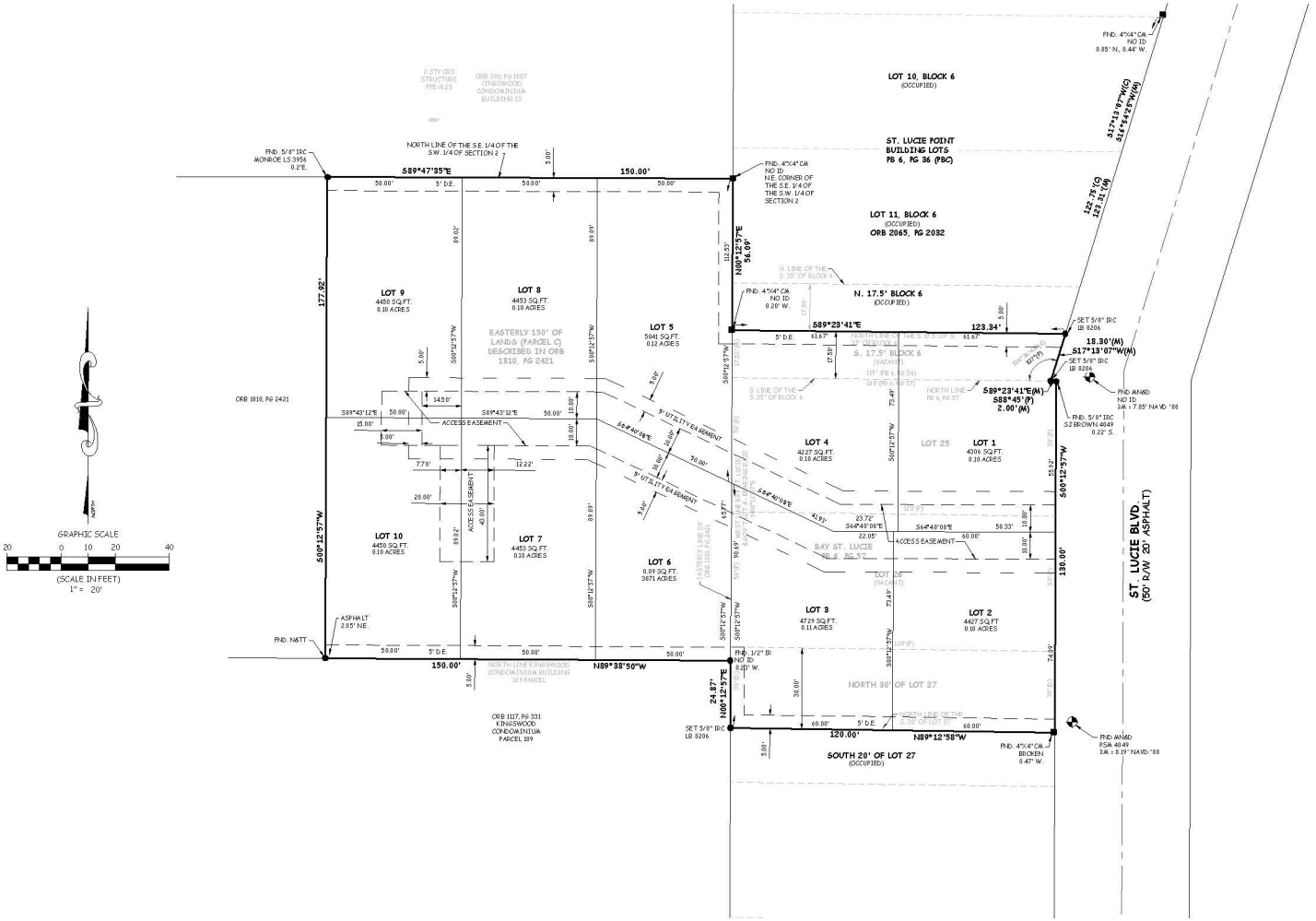
Marcela Camblor-Cutsaimanis, AICP
Principal, Marcela Camblor & Associates, Inc.


LOT 10, BLOCK 6
(OCCUPIED)
ST. LUCIE POINT
BUILDING LOTS
PB 6, PG 36 (PBC)
LOT 11, BLOCK 6
(OCCUPIED)
ORB 2065, PG 2032
N. 17.5' BLOCK 6
(OCCUPIED)
S. 17.5' BLOCK 6
(VACANT)
ORB 1810, PG 2421
EASTERLY 150' OF
LANDS (PARCEL C)
DESCRIBED IN ORB
1810, PG 2421
SUBJECT PROPERTY
44405.71 SQ.FT.±
1.02 ACRES ±
LOT 25
(VACANT)
ORB 1748, PG 283
BAY ST. LUCIE
PB 6, PG 57
LOT 26
(VACANT)
NORTH 30' OF LOT 27
(VACANT)
SOUTH 20' OF LOT 27
(OCCUPIED)
ST. LUCIE BLVD.
(50' R/W 20' ASPHALT)
NORTH LINE KINGSWOOD
CONDOMINIUM BUILDING
109 PARCEL
ORB 1117, PG 331
KINGSWOOD
CONDOMINIUM
PARCEL 109
2 STY CBS
STRUCTURE
FFE=8.25
2 STY CBS
STRUCTURE
FFE=8.60
2 STY CBS
STRUCTURE
FFE=8.97
1 STY CBS
STRUCTURE
FFE=9.36
1 STY WOOD FRAME
STRUCTURE
FFE=7.95
METAL
SHED
ASPHALT
CONC.
COVERED
PARKING
ASPHALT
PARKING
ALUMINUM
ROOF 0.3 ± S.
ASPHALT
ON LINE
ASPHALT
2.65' N.E.
BFF ASSEMBLY
ELEV=9.67
ZONE X
ZONE AE EL 6
ZONE AE EL 7
FND. 5/8" IRC
NO ID
0.85' N., 0.44' W.
FND. 4"X4" CM
NO ID
0.23' W.
FND. 4"X4" CM
NO ID
0.51' S., 2.67' W.
FND. 4"X4" CM
NO ID
0.43' W.
FND. 4"X4" CM
NO ID
N.E. CORNER OF
THE S.E. 1/4 OF
THE S.W. 1/4 OF
SECTION 2
FND. 5/8" IRC
MONROE LS 3956
0.2'E.
FND. 5/8" IRC
MONROE LS 3956
3.04' W., 0.30' N.
FND. 1/2" IR
NO ID
0.23' W.
FND. 5/8" IRC
MONROE LS 3956
0.26' S.
SET 5/8" IRC
LB 8206
SET 5/8" IRC
LB 8206
SET 5/8" IRC
LB 8206
FND. 5/8" IRC
52 BROWN 4045
0.25' S.
FND. ANGLE
NO ID
0.44' S., 7.85' WEST
FND. ANGLE
NO ID
0.84' S., 7.85' NAVD '88
FND. ANGLE
PSM 4045
BM = 8.19' NAVD '88
S89°33'03"E(D)
S89°47'35"E(M)
149.80'(M)
150.00'(C)
NORTH LINE OF THE S.E. 1/4 OF THE
S.W. 1/4 OF SECTION 2
177.92'(MAC)
S00°16'55"W(M)
S00°13'25"W(D)
N89°38'50"W(M)
N89°19'45"W(D)
26.92'(C)
N00°12'17"E(C)
24.87'(M)
N00°18'54"W(M)
149.77'(M)
150.00'(C)
NORTH LINE KINGSWOOD
CONDOMINIUM BUILDING
109 PARCEL
N89°38'50"W(M)
N89°19'45"W(D)
26.92'(C)
N00°12'17"E(C)
24.87'(M)
N00°18'54"W(M)
119.54'(M)
120.00'(P)
S89°12'58"W(M)
S88°45'W(P)
123.75'(C)
123.31'(M)
S17°13'07"W(M)
S16°52'25"W(M)
123.56'(M)
123.34'(C)
S89°22'59"E(M)
S89°37'07"E(C)
NORTH LINE OF THE S. 17.5' OF S.
35' OF BLOCK 6
S89°23'41"E(M)
S88°45'(P)
2.00'(M)
18.30'(M)
S17°13'07"W(M)
123.76'(M)
123.31'(M)
S00°23'36"W(M)
S00°23'36"W(M)
N89°23'41"W(M)
N88°45'W(P)
N89°19'45"W(M)
N89°19'45"W(D)
N00°40'15"E(D)
N00°12'57"E(C)
N00°40'15"E(M)
56.07'(M)
56.00'(P)
177.92'(MAC)
S00°16'55"W(M)
S00°13'25"W(D)
150.00'
180'(P)
120'(P)
50'(P)
30'(P)
20'(P)
10'(P)
N. LINE OF THE
S. 30' OF BLOCK 6
NORTH LINE OF
PB 6, PG 57
S. LINE OF THE
S. 35' OF BLOCK 6
EASTERLY LINE OF
ORB 1810, PG 2421
WEST LINE BAY ST. LUCIE
& EAST LOT 1 + BEARING BASE
N00°12'57"E
SLANTED 4' CLF
6' WF
0.4' S.
6' WF END
0.1' S.
NORTH LINE OF THE
S. 30' OF LOT 27
CONC. WALK
CONC.
I.P.
SPA
ENDS
BEGINS
CURVE
CURVE
CURVE

TIDEWATER COURT

PLAT BOOK: _____
PAGE: _____

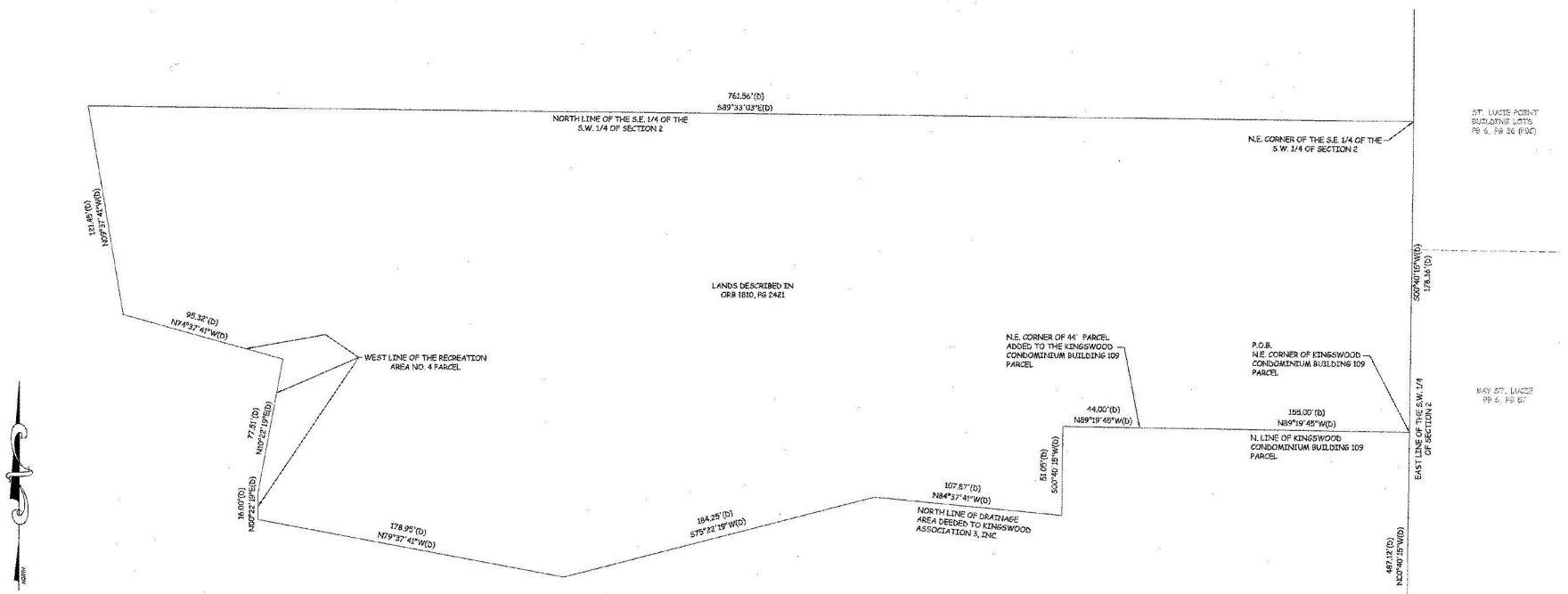
BEING A REPLAT OF A PORTION OF BAY ST. LUCIE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, A PORTION OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA AND A PORTION OF ST. LUCIE POINT BUILDING LOTS, A SUBDIVISION OF THE SOUTH END OF LOT 4, SECTION (2*), TOWNSHIP 38 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT FILED THE 10TH DAY OF FEBRUARY, 1916, AND RECORDED IN PLAT BOOK 6, PAGE 36, PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.



PLAT PREPARED BY:

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
590 N.W PEACOCK BLVD, SUITE B
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site www.velconfl.com

Plotted By: CADTECH-POMEPRC January 22, 2021 07:58:18am N:\Projects\2019\19-2061 St Lucie Blvd, Stuart\19-2061 PRE-PLAT.dwg



DETAIL OF "PARCEL C" DESCRIPTION

ABBREVIATIONS LEGEND

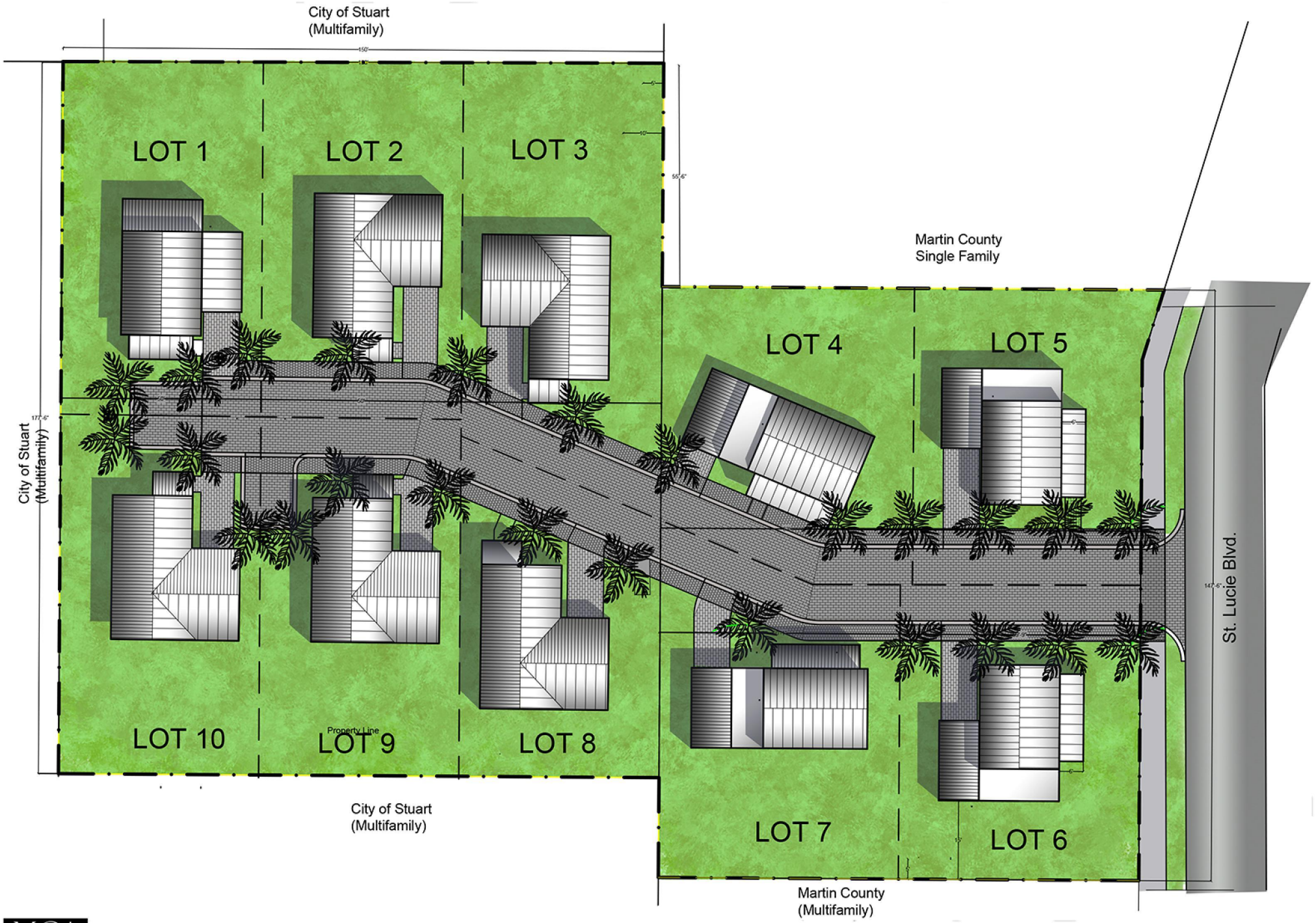
A/C	AIR CONDITIONER	DC	"DC" CURB	INT	INTERSECTION	P/C	PROPERTY CORNER	SIP	SET IRON PIPE OR BOLT
AC	ACRE	D.E.	DRAINAGE EASEMENT	INV	INVERT	P/L	PROPERTY LINE	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AL	ALUMINUM	DI	DROP INLET	IP	IRON PIPE	PL	PLAT	SLE	SLOPE EASEMENT
ANC	ANCHOR	DIA	DIAMETER	IPAF	IRON PIPE & FLAG	PAVE	PAVEMENT	SLS	STREET LIGHT SUPPORT POLE
AP	ANCHOR POLE	DIP	DUCTILE IRON PIPE	IR	IRON ROD	PB	PLAT BOOK	SMH	SANITARY SEWER MANHOLE
APPROX	APPROXIMATE	DMH	DRAINAGE MANHOLE	IRC	IRON ROD & CAP	PBC	PALM BEACH COUNTY	SPCS	STATE PLANE COORDINATES
ASP	ASPHALT	DME	DRAINAGE & UTILITY EASEMENT	IV	IRRIGATION VALVE	PCC	POINT OF COMPOUND CURVATURE	ST	SEPTIC TANK
B	BOX	DW	DRIVEWAY CONCRETE	IVV	IRRIGATION CONTROL VALVE	PCP	PRECISION CONTROL POINT	STD	STANDARD
BFP	BACKFLOW PREVENTER	E/CP	ELEVATION CONTROL POINT	IW	IRRIGATION WELL	PCP	PERMANENT CONTROL POINT	STY	STORY
BLDG	BUILDING	EL	ELEVATION	L	LENGTH	PE	PERMANENT REFERENCE MONUMENT	SV	SANITARY VALVE
BLK	BLOCK	ELEC	ELECTRIC	LB	LICENSED BUSINESS	PG	PAGE	SW	SIDEWALK
BM	BENCHMARK	ELEV	ELEVATION	LFEY	LIFT STATION	PI	POINT OF INTERSECTION	TAR	TOP OF ASPHALT
BOC	BACK OF CURB	EM	ELECTRIC METER	LME	LAKE MAINTENANCE EASEMENT	PKNG	PARKING	TAR	TAR ROAD
BR	BRICK PAVERS	ENCR	ENCROACHMENT	LOC	LOCATION	PKNG	PARKER KALON NAIL AND DISK	TBM	TELEPHONE MANHOLE
BSW	BRICK SIDEWALK	EOW	EDGE OF WATER	LP	LIGHT POLE	PK/TY	PARKER KALON NAIL AND TENTAB	TOB	TOP OF BANK
BW	BRICK WALK	EP	ELECTRIC PEDESTAL	LS	LICENSED SURVEYOR	PLS	PROFESSIONAL LAND SURVEYOR	TOS	TOP OF SLOPE
BW	BARBED WIRE	ESB	ELECTRIC SERVICE BOX	LT	LIGHT	POB	POINT OF BEGINNING	TP	TELEPHONE PEDESTAL
C&G	CURB AND GUTTER	EBMT	EASEMENT	MAX	MAXIMUM	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER
CAT	CULVERT & TERMINUS	EXC	EXISTING	MB	MAIL BOX	PP	POWER POLE	TS	TRAFFIC SIGNAL BOX
C/O	CUT OFF	EXT	EXTENDED	MEAS	MEASURED	PRC	POINT OF REVERSE CURVATURE	TW	TOP OF WALL
C	CALCULATED	FNC	FENCE	MES	MITERED END SECTION	PRO	PERPENDICULAR DISTANCE	TWP	TOWNSHIP
CATV	CABLE TELEVISION BOX	FC	FF CURB	MH	MAN HOLE	PROP	PROPOSED	TYP	TYPICAL
CB	CATCH BASIN	FDC	FIRE DEPARTMENT CONNECTION	MHWL	MEAN HIGH WATER LINE	PSM	PERMANENT REFERENCE MONUMENT	UNC	UNDER CONSTRUCTION
CBS	CONCRETE BLOCK STRUCTURE	FECR	FLORIDA EAST COAST RAILROAD	MIN	MINIMUM	PSM	PROFESSIONAL SURVEYOR & MAPPER	UE	UTILITY EASEMENT
CD	CHORD	FFE	FINISHED FLOOR ELEVATION	MR	MONUMENT LINE	PVMT	PAVEMENT	UP	UTILITY POLE
CL	CURB INLET	FH	FIRE HYDRANT	MRWD	MARGARITA RIVER WELL & DISK	PVC	POLYVINYL CHLORIDE	UR	UTILITY RISER
CL	CENTER LINE	FND	FOUND	MES	MITERED END	PUE	PRIVATE UTILITY EASEMENT	UW	UNDERWATER
CLF	CHAIN LINK FENCE	FOC	FACE OF CURB	MW	MONITORING WELL	PVC	POLYVINYL CHLORIDE	VALC	VALLEY CURB
CM	CONCRETE MONUMENT	FOW	FACE OF WALL	MJD	METES AND BOUNDS	R/C	R/D AND CAP	VALT	VALLEY GUTTER
CMP	CORRUGATED METAL PIPE	FPL	FLORIDA POWER & LIGHT	MAG	MAG AND DISK	R/W	RIGHT-OF-WAY	WD	WOOD
CO	CLEAN OUT	GM/T	GAS METER	N	NAIL	RAD	RADIUS	WL	WATER LINE
CONC	CONCRETE	GMH	GAS MANHOLE	NA	NON-APPLICABLE	RCP	REINFORCED CONCRETE PIPE	WM	WATER METER
CONC	CONCRETE	GRD	GRADE	NAVD	NORTH AMERICAN VERTICAL DATUM	RGE	RANGE LINE	WP	WELL POINT
CONST	CONSTRUCTION	GRD	GUARDRAIL	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RNG	RANGE	WPP	WOOD POWER POLE
COV	COVERED	HC	HEADER CURB	NO	NUMBER	RLS	REGISTERED LAND SURVEYOR	WS	WATER SERVICE
CP	COVERED ENTRY	HCP	HANDICAP	NTS	NOT TO SCALE	RR	RAILROAD	WV	WATER VALVE
CPVP	COVERED PORCH	HDPE	HIGH DENSITY POLYETHYLENE	OH	OVERHEAD	RR	RAILROAD		
CPP	CONCRETE POWER POLE	HW	HDE WIRE	O/S	OFFSET	RRS	RAILROAD SPIKE		
CPPPE	CORRUGATED PLASTIC PIPE	HWY	HIGHWAY	OE	OVERHEAD EASEMENT	S/W	SIDEWALK		
CR	CONC. RISER	I.D.	IDENTIFICATION	OHE	OVERHEAD ELECTRIC	SMH	SANITARY SEWER MANHOLE		
D	DELTA (CENTRAL ANGLE)	IRV	IRRIGATION CONTROL VALVE	OHU	OVERHEAD UTILITY	SBT	SOUTHERN BELL TELEPHONE		
D/F	DRAIN FIELD	IN	IRRIGATION	OR	OFFICIAL RECORDS	SEC	SECTION		
D	DEED INFORMATION	ILL	ILLEGIBLE	ORB	OFFICIAL RECORD BOOK	SF	SQUARE FEET		

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
1800 SE PEACOCK BLVD, SUITE 2
PORT ST. LUCIE, FLORIDA 34990
PHONE (772) 879-0477
Web Site: www.velconfl.com
VELCON ENGINEERING & SURVEYING

BOUNDARY & TOPOGRAPHIC SURVEY OF 892 SE ST. LUCIE BLVD. NEURUS ENTERPRISES, LLC

REVISIONS		
	BY:	DATE

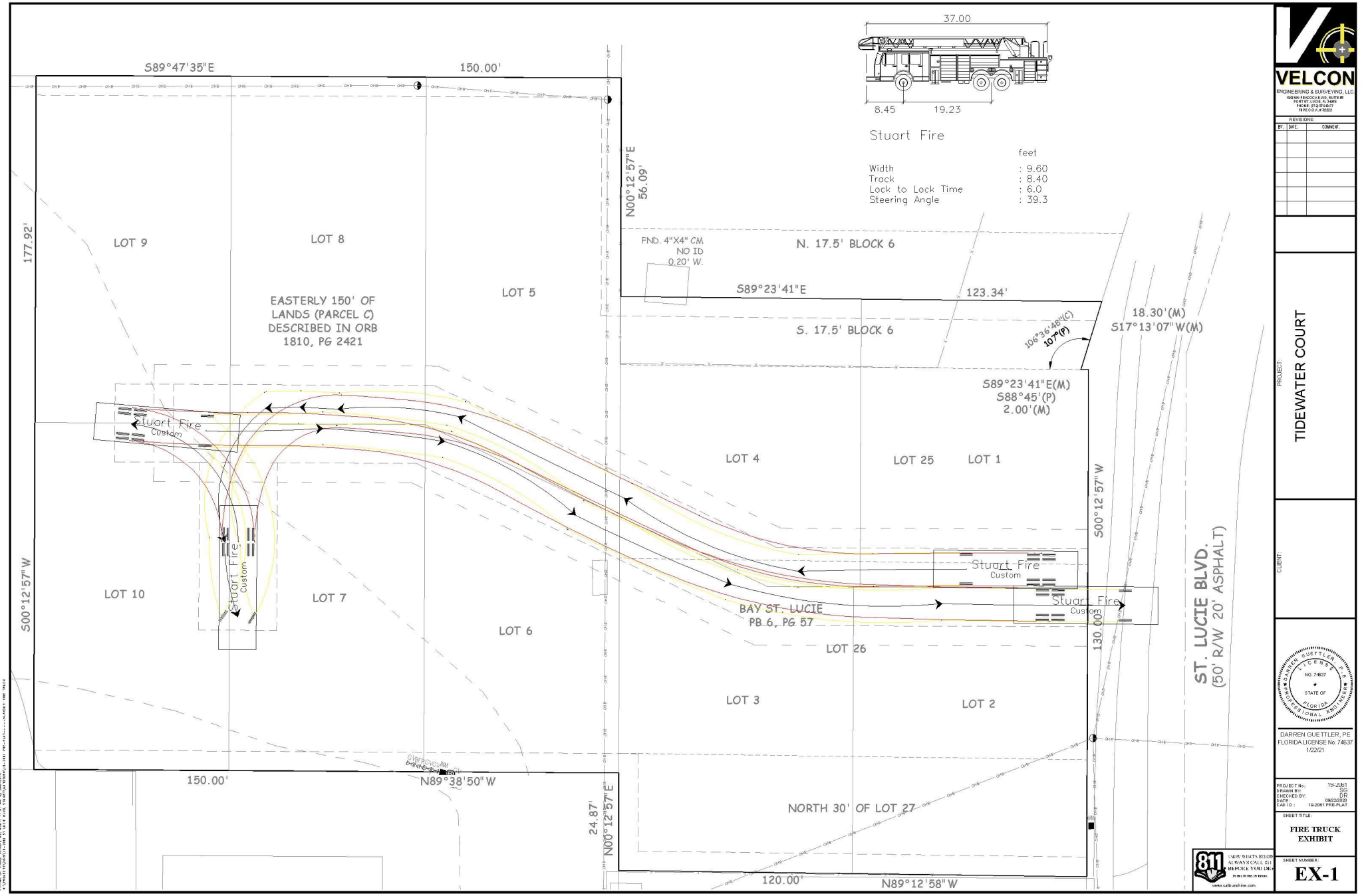
DRAWN BY: P. SUTHARD
APPROVED BY: R. KEMERSON
SCALE: 1" = 20'
DATE: 5/8/19
FIELD BOOK/PAGES NOTES
JOB NUMBER: 19-2061
SHEET: 2 OF 2



MC&A
Town Planning
Architecture

Tidewater Court - 892 St. Lucie Blvd.

Conceptual Site Plan



VELCON
ENGINEERING & SURVEYING, LLC
150 NW PEACOCK BLVD, SUITE #5
PORT ST. LUCIE, FL 34986
PHONE: (772) 781-0477
FEPEC C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT: TIDEWATER COURT

CLIENT:

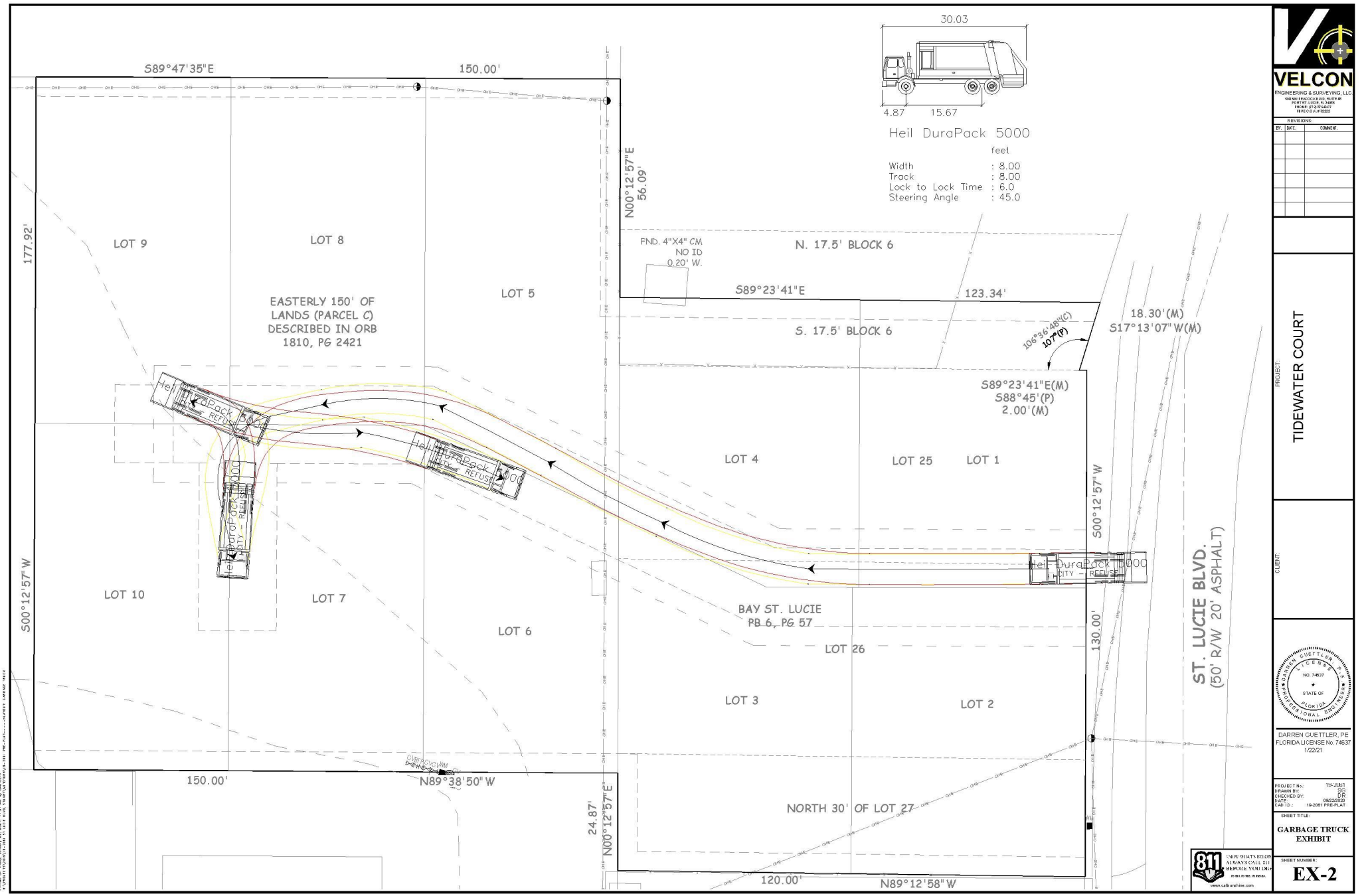
DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
1/22/21

PROJECT No.:	19-2061
DRAWN BY:	SG
CHECKED BY:	DR
DATE:	09/22/2020
CAD I.D.:	19-2061 PRE-PLAT

SHEET TITLE:
FIRE TRUCK EXHIBIT

SHEET NUMBER:
EX-1

811 KNOW WHAT'S BELOW. ALWAYS CALL 811 BEFORE YOU DIG. It's the law. It's the law. www.callsunshine.com



VELCON
ENGINEERING & SURVEYING, LLC
150 NW PEACOCK BLVD, SUITE #5
PORT ST. LUCIE, FL 34986
PHONE: (772) 781-0477
FEPEC C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT: TIDEWATER COURT

CLIENT:

DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
1/22/21

PROJECT No.:	19-2061
DRAWN BY:	SG
CHECKED BY:	DR
DATE:	09/22/2020
CAD I.D.:	19-2061 PRE-PLAT

SHEET TITLE: GARBAGE TRUCK EXHIBIT

SHEET NUMBER: EX-2

811 KNOW WHAT'S BELOW. ALWAYS CALL 811 BEFORE YOU DIG. It's the law. It's free. www.callsunshine.com



MC&A
Town Planning
Architecture

Tidewater Court - 892 St. Lucie Blvd.

Conceptual



MC&A
Town Planning
Architecture

Tidewater Court - 892 St. Lucie Blvd.

Conceptual

CITY OF STUART
DEVELOPMENT DEPARTMENT

Prepared by and return to:
City Development Director
121 SW Flagler Avenue
City of Stuart, FL 34994-2139

CITY OF STUART, FLORIDA

MINOR FINAL SITE PLAN APPROVAL ORDER

WHEREAS, **Neurus Enterprises, LLC** with Marcela Camblor-Cutsaimanis as the title owner of the below-described real property *("owner")* submitted application for a minor development final site plan approval **Tidewater Court** *("the project")* located at **892 S.E. St. Lucie Blvd.** and on lands within the City of Stuart, Martin County, Florida, and as further described in **Exhibit "A"**, attached hereto; and

WHEREAS, pursuant to Section 11.01.03.A Stuart Land Development Code (LDC), final action on single-family, multi-family or duplex residential project of between three and 35 units and other minor development applications shall be taken by the City Development Director.

NOW, THEREFORE, THE DEVELOPMENT DIRECTOR HEREBY DETERMINES THAT: The Boundary Survey, Sheets 1 & 2 of 2, dated 5.08.19, by Robert F. Kemerson professional Surveyor and mapper; The Site Plan, Sheet 1 of 1, dated 7.7.2020 & 9.7.2020 and digitally signed by Jeffrey W. Smith on 09.07.2121; The Fire Truck Maneuvering Plan Sheet (conceptual Auto turn dwg.); Tidewater Tree Replacement Map; Architectural Plans and Elevations, Sheets A1 thru A4 dated 07.06.2021, by Marcela Camblor & Associates, Inc. copies of which are attached hereto as **Exhibit "C" Development Documents**, to meet all of the requirements of the city code, for a Minor Development Site Plan Order and is hereby **APPROVED,** subject to the following:

A. The construction of the Single-Family homes on 10 separate individual lots shall be in strict accordance with the Site Plan, the Architectural Plans and Elevations and the **Conditions of Approval**, attached hereto as **Exhibit "B"**. No permits for construction or further development activity shall be issued by the City until all required documents, plans and fees, if any, are received and approved as may be required in the Conditions of Approval.

B. The site and building permits for all 10 lots shall be obtained on or before December 31, 2025, notwithstanding the date of the rendering of this Approval, or it shall be automatically deemed null or void.

C. Development of the entire project, including receipt of a Certificate of Use or Occupancy for the last unit must be obtained on or before December 31, 2027, or this Order shall be automatically deemed null and void. Nothing in this Order shall convey any right to obtain further development orders for this project.

D. This development order shall be recorded in the public records of Martin County.

Signed, Attested, Rendered and Filed **APPROVED:**

this ___ day of _____, 2021

By:_____

_____

Kev Freeman,
City Development Director

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING MINOR STE PLAN APPROVAL, AND 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 FOREGOING DEVELOPMENT ORDER. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Witness #1:

Print Name: Connie Felker

Signature: _____

Neurus Enterprises, LLC
Marcela Camblor Cutsaimanis,

Print Name: Marcela CAMBLOR-CUTSAIMANIS

Signature: _____

Title: Managing Member

Witness #2:

Print Name: Gisela Bonnet

Signature: _____

OWNERS ACKNOWLEDGMENT

The above Resolution, Acceptance and Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of September, 2021, by Marcela Camblor-Cutsaimanis

Personally Known OR Produced Identification
Type of ID Produced FL Drivers License

Signature of Notary Public: _____
Commission Expires: March 5, 2023

Notary Seal:

SUSAN SLACK
Notary Public - State of Florida
Commission # GG 301352
My Comm. Expires Mar 5, 2023
Bonded through National Notary Assn.

Exhibit "A"
Legal Description

(PER ORB 1748, PG 283) LOTS 25, 26 AND THE NORTH 30 FEET OF LOT 27, BLOCK 9, BAY ST. LUCIE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 57, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

TOGETHER WITH(PER ORB 2063, PG 2032) THE SOUTH 17-1/2 FEET OF BLOCK 6, ST. LUCIE POINT BUILDING LOTS, A SUBDIVISION OF THE SOUTH END OF LOT 4, SECTION (2*), TOWNSHIP 38 SOUTH, RANGE 41EAST, ACCORDING TO THE PLAT FILED THE 10TH DAY OF FEBRUARY, 1916, AND RECORDED IN PLAT BOOK 6, PAGE 36, PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH: (THE EASTERLY 150' OF THE FOLLOWING DESCRIBED LANDS IN ORB 1810, PG 2421) (SEE SHEET 2 FOR GRAPHICAL DEPICTION OF PARCEL C) PARCEL C A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE BEARS S 89°32'19" E, ALONG THE SOUTH LINE OF SAID SECTION 2, **A** DISTANCE OF 1333.00 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE N 00°21'51" E, ALONG SAID WEST LINE, A DISTANCE OF 665.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2; THENCE S 89°31'49" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1325.54 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE N00°40'15" E, ALONG SAID EAST LINE A DISTANCE OF 487.12 FEET TO THE NORTHEAST CORNER OF KINGSWOOD CONDOMINIUM BUILDING 109 PARCEL, AS RECORDED IN O.R. BOOK 1117, PAGE 331, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE PROCEED N 89"19'45'W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 155.00 FEET TO THE NORTHEAST CORNER OF THE 44 FOOT PARCEL ADDED TO KINGSWOOI) CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN O.R. BOOK 1117, PAGE 330, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. THENCE BY THE FOLLOWING COURSES WITH SAID PARCEL N 89°19'45" W, A DISTANCE OF 44.00 FEET; THENCE S 00°40'15" W, A DISTANCE OF 51.05 FEET TO A POINT ON THE NORTH LINE OF THE DRAINAGE AREA DEEDED TO KINGSWOOD ASSOCIATION 3, INC,, AS RECORDED IN O.R. BOOK 01501, PAGE 1566, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA: THENCE BY THE FOLLOWING COURSES WITH SAID DRAINAGE EASEMENT PARCEL, N 84°37'41" W, A DISTANCE OF 107.87 FEET; THENCE 75°22'19" W, A DISTANCE OF 184.25 FEET; THENCE N 79°37'41" W, A DISTANCE OF 178.95 FEET TO A POINT OF THE WEST LINE OF THE RECREATION AREA NO. 4 PARCEL, AS RECORDED IN 0.R. BOOK 01501, PAGE 1566, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE BY THE FOLLOWING COURSES WITH SAID RECREATION PARCEL; N 00°22'19" E, A DISTANCE OF 16.00 FEET; THENCE N 10°22'19" E, A DISTANCE OF 77,51 FEET; THENCE N 74°37'41" W, A DISTANCE OF 95.32 FEET; THENCE LEAVING SAID RECREATION AREA PARCEL, N 09°37'41"W, A DISTANCE OF 121.45 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2; THENCE, S 89°33'03" E, ALONG SAID NORTH LINE, A DISTANCE OF 761.56 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 2; THENCE S 00°40'15" W, ALONG THE EAST LINE Of THE SOUTHWEST ONE QUARTER OF SAID SECTION 2, A DISTANCE OF 178,36 FEET TO THE POINT OF BEGINNING

Exhibit "B"
Conditions of Approval

General

The Boundary Survey, Sheets 1 & 2 of 2, dated 5.08.19, by Robert F. Kemerson professional Surveyor and mapper; The Site Plan, Sheet 1 of 1, dated 7.7.2020 & 9.7.2020 and digitally signed by Jeffrey W. Smith on 09.07.2121; The Fire Truck Maneuvering Plan Sheet (conceptual Auto turn dwg.); Tidewater Tree Replacement Map; (Architectural Plans and Elevations, Sheets A1 thru A4 dated 07.06.2021, by Marcela Camblor & Associates, Inc. copies of which are attached hereto as **Exhibit "C"**, **Development Documents** to meet the requirements of the city code, for a Minor Development Site Plan Order, and is hereby **APPROVED,** subject to the following conditions:

1. Signs are to be approved by separate permit and in compliance with Stuart Land Development Code Section 6.11.00.

2. Consistent with F.S. 163.31801 and prior to release of each building permit, the owner shall pay all applicable impact fees.

3. By acceptance of this development order, the applicant acknowledges and agrees to abide by the terms of Florida Statute 166.033. Pertaining to state and federal agency permits.

4. Any changes to the approved Site Plan will require application for amendment to the approved Minor Site Plan.

5. Plat approval per Section 11.01.06.1 shall occur prior to any future development permit for any development activity, no permit for development including site work and infrastructure, shall be issued by the City unless and until a plat has been approved by the City Commission and recorded in the public records.

6. The project may be conveyed to 10 separate homeowners without further amendment to this Minor Site Plan approval. Prior to application for any development, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features Including the private Road agreement and include restrictions regarding boats, boat trailers, sheds, etc.

7. The developer shall preserve the specimen trees identified on the Tidewater Tree Placement Map attached as part of Exhibit C. If it becomes necessary to remove any of the specimen trees to allow for development, Slash pines, for which relocation is not possible or is not expected to be successful, shall be replaced with like species within the development site. Replacement trees shall have a combined DBH of one and one-half times the DBH of the trees replaced. The minimum size for replacement trees is two and one-half inches DBH. Determination of the number of slash pines or contribution to the city's tree fund (if necessary) shall be calculated in accordance with table 1 below. e. When not feasible to replant with like species of slash pine, replacement trees may be substituted with trees on the City's Tree list (or other approved native shade trees) on a 1:1 ratio.

Tree Replacement Formula—Slash Pine:												
Total # inches to remove	×	1.5	=	Total # inches to be replaced	/	Minimum size to replace 2.5"	=	Total # trees to plant	×	50% mitigation to pay into city tree fund	×	175% of plant finder wholesale	=	Total $ amount to pay into city tree fund
Tree Replacement Formula—All Trees Less Slash Pine:												
Total # inches to remove	×	2.5	=	Total # inches to be replaced	/	Minimum size to replace 4.5"	=	Total # trees to plant	×	50% mitigation to pay into city tree fund	×	175% of plant finder wholesale	=	Total $ amount to pay into city tree fund

City of Stuart Public Works Department

8. All onsite utility infrastructure will remain privately owned and maintained. The City of Stuart shall not take ownership of the proposed roadways, water infrastructure (fire or potable), grinder stations or sanitary sewer infrastructure and stormwater infrastructure located within the private property/parcels.

9. The proposed water system will consist of a minimum 8-inch diameter water service/system with fire protection dead ending westerly, with required watermain diameter designed by a licensed civil engineer. If individual water meters for sub-metering are desired, they shall be supplied by the developer, privately owned and maintained, and at no cost to the City. The proposed subdivision shall be provided potable & fire supply water via a City of Stuart approved master meter assembly. A single/one account (HOA/POA) will be required for all proposed units.

10. The proposed subdivision shall be designed with individual grinder systems, privately owned and maintained, supplied by the developer and at no cost to the City. A single account will be required for all proposed units.

11. Sanitation – All carts will be serviced from the SE. St. Lucie Blvd. Right-of-Way on the City of Stuart designated pick up day(s). A single/one account (HOA/POA) will be required for all proposed units.

12. All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

13. The property owner is responsible for ensuring drainage will not encroach upon or adversely affect adjacent properties.

14. The Applicant is responsible for obtaining all state, federal and local permits.

City of Stuart Fire Department

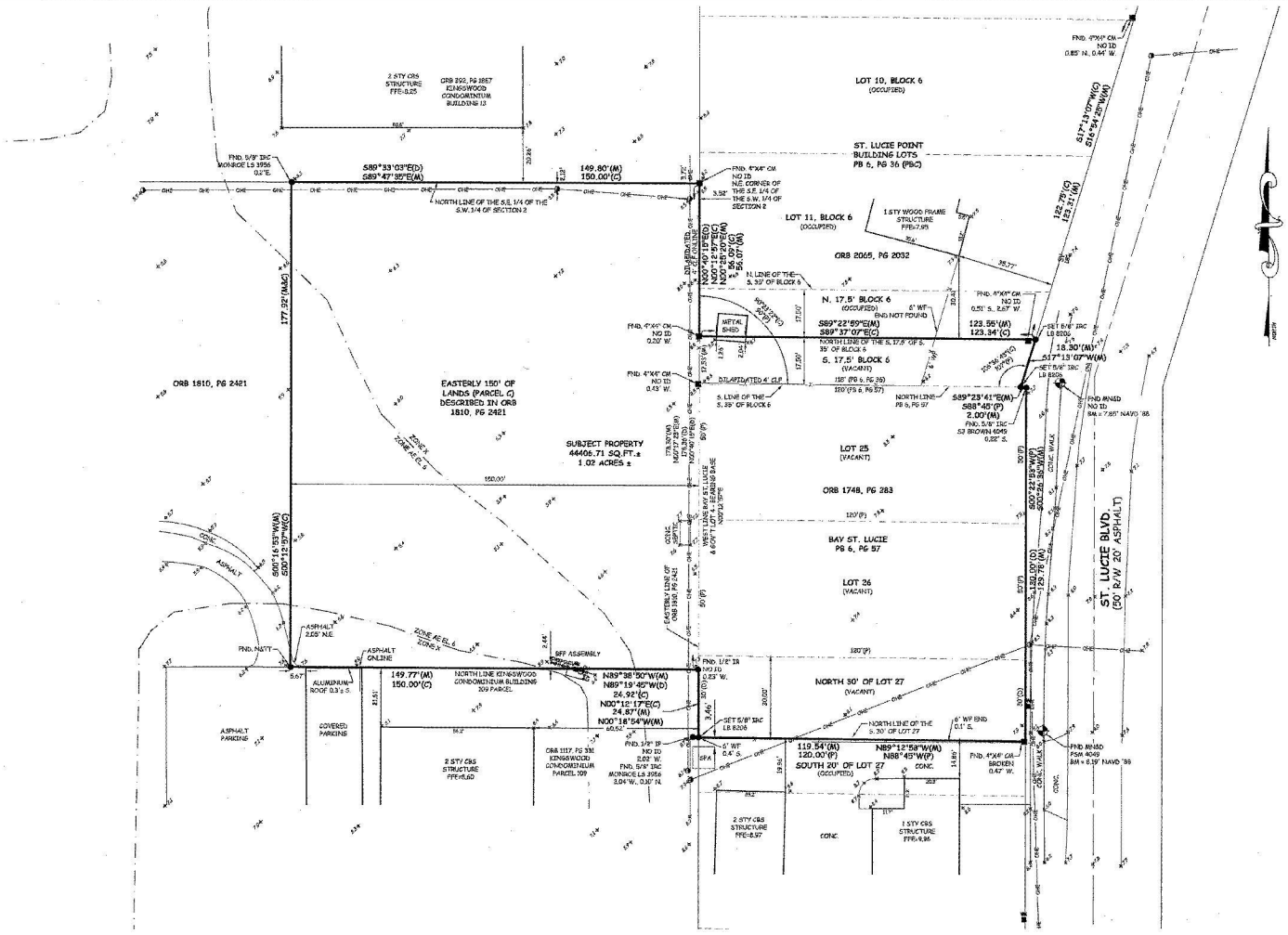
15. All work shall conform with the 6th edition of the Florida Fire Prevention Code. NFPA 1 1.14.4 review and approval by the AHJ shall not relieve the applicant of the responsibility of compliance with this Code.

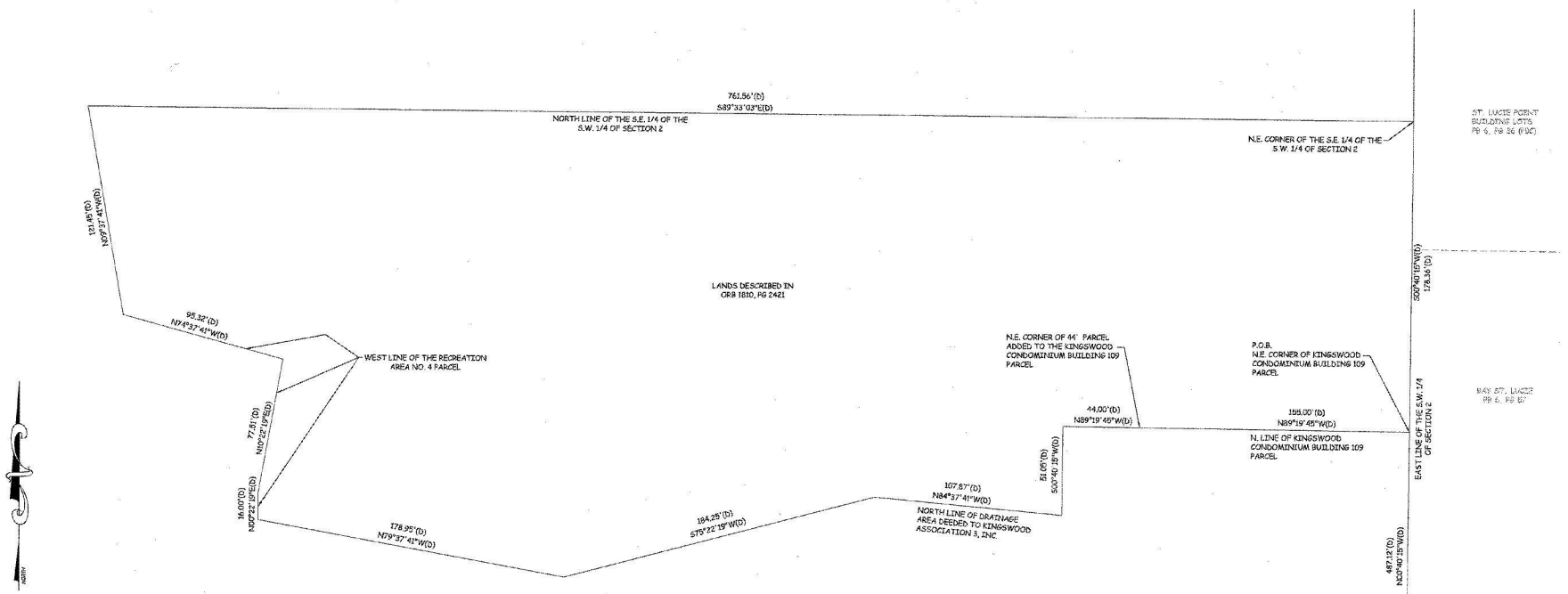
16. The applicant shall provide a utility plan showing fire hydrant location, fire line, and back flow preventer for review prior to site construction permit approval.

City of Stuart Police Department

17. A photometric lighting plan is required as part of the building permit review.

Exhibit "C"
Development Documents (next 13 pages)


LOT 10, BLOCK 6
(OCCUPIED)
ST. LUCIE POINT
BUILDING LOTS
PB 6, PG 36 (PBC)
LOT 11, BLOCK 6
(OCCUPIED)
ORB 2065, PG 2032
N. 17.5' BLOCK 6
(OCCUPIED)
S. 17.5' BLOCK 6
(VACANT)
ORB 1810, PG 2421
EASTERLY 150' OF
LANDS (PARCEL C)
DESCRIBED IN ORB
1810, PG 2421
SUBJECT PROPERTY
44405.71 SQ.FT.±
1.02 ACRES ±
LOT 25
(VACANT)
ORB 1748, PG 283
BAY ST. LUCIE
PB 6, PG 57
LOT 26
(VACANT)
NORTH 30' OF LOT 27
(VACANT)
SOUTH 20' OF LOT 27
(OCCUPIED)
ST. LUCIE BLVD.
(50' R/W 20' ASPHALT)
NORTH LINE KINGSWOOD
CONDOMINIUM BUILDING
109 PARCEL
ORB 1117, PG 331
KINGSWOOD
CONDOMINIUM
PARCEL 109
2 STY CBS
STRUCTURE
FFE=8.25
2 STY CBS
STRUCTURE
FFE=8.60
2 STY CBS
STRUCTURE
FFE=8.97
1 STY CBS
STRUCTURE
FFE=9.36
1 STY WOOD FRAME
STRUCTURE
FFE=7.95
METAL
SHED
ASPHALT
CONC.
COVERED
PARKING
ASPHALT
PARKING
ALUMINUM
ROOF 0.3 ± S.
ASPHALT
ON LINE
ASPHALT
2.65' N.E.
BFF ASSEMBLY
ELEV=9.67
ZONE X
ZONE AE EL 6
ZONE AE EL 7
FND. 5/8" IRC
NO ID
0.85' N., 0.44' W.
FND. 4"X4" CM
NO ID
0.23' W.
FND. 4"X4" CM
NO ID
0.51' S., 2.67' W.
FND. 4"X4" CM
NO ID
0.43' W.
FND. 4"X4" CM
NO ID
N.E. CORNER OF
THE S.E. 1/4 OF
THE S.W. 1/4 OF
SECTION 2
FND. 5/8" IRC
MONROE LS 3956
0.2'E.
FND. 5/8" IRC
MONROE LS 3956
3.04' W., 0.30' N.
FND. 1/2" IR
NO ID
0.23' W.
FND. 5/8" IRC
MONROE LS 3956
0.26' S.
SET 5/8" IRC
LB 8206
SET 5/8" IRC
LB 8206
SET 5/8" IRC
LB 8206
FND. 5/8" IRC
52 BROWN 4045
0.25' S.
FND. ANGLE
NO ID
0.44' S., 7.85' WEST
FND. ANGLE
NO ID
0.84' S., 7.85' NAVD '88
FND. ANGLE
PSM 4045
BM = 8.19' NAVD '88
S89°33'03"E(D)
S89°47'35"E(M)
149.80'(M)
150.00'(C)
NORTH LINE OF THE S.E. 1/4 OF THE
S.W. 1/4 OF SECTION 2
177.92'(MAC)
S00°16'55"W(M)
S00°13'25"W(D)
N89°38'50"W(M)
N89°19'45"W(D)
26.92'(C)
N00°12'17"E(C)
24.87'(M)
N00°18'54"W(M)
149.77'(M)
150.00'(C)
NORTH LINE KINGSWOOD
CONDOMINIUM BUILDING
109 PARCEL
N89°38'50"W(M)
N89°19'45"W(D)
26.92'(C)
N00°12'17"E(C)
24.87'(M)
N00°18'54"W(M)
119.54'(M)
120.00'(P)
S89°12'58"W(M)
S88°45'W(P)
123.75'(C)
123.31'(M)
S17°13'07"W(M)
S16°52'25"W(M)
123.56'(M)
123.34'(C)
S89°22'59"E(M)
S89°37'07"E(C)
NORTH LINE OF THE S. 17.5' OF S.
35' OF BLOCK 6
S89°23'41"E(M)
S88°45'(P)
2.00'(M)
18.30'(M)
S17°13'07"W(M)
123.76'(M)
123.31'(M)
S00°23'36"W(M)
S00°23'36"W(M)
N89°23'41"W(M)
N88°45'W(P)
N89°19'45"W(M)
N89°19'45"W(D)
N00°40'15"E(D)
N00°12'57"E(C)
N00°40'15"E(M)
56.07'(M)
56.00'(P)
177.92'(MAC)
S00°16'55"W(M)
S00°13'25"W(D)
150.00'
180'(P)
120'(P)
50'(P)
30'(P)
20'(P)
10'(P)
N. LINE OF THE
S. 30' OF BLOCK 6
NORTH LINE OF
PB 6, PG 57
S. LINE OF THE
S. 35' OF BLOCK 6
EASTERLY LINE OF
ORB 1810, PG 2421
WEST LINE BAY ST. LUCIE
& EAST LOT 1 + BEARING BASE
N00°12'57"E
SLANTED 4' CLF
6' WF
0.4' S.
6' WF END
0.1' S.
NORTH LINE OF THE
S. 30' OF LOT 27
CONC. WALK
CONC.
I.P.
SPA
ENDS
BEGINS
CURVE
CURVE
CURVE



DETAIL OF "PARCEL C" DESCRIPTION

ABBREVIATIONS LEGEND

A/C	AIR CONDITIONER	DC	"DC" CURB	INT	INTERSECTION	P/C	PROPERTY CORNER	SIP	SET IRON PIPE OR BOLT
AC	ACRE	D.E.	DRAINAGE EASEMENT	INV	INVERT	P/L	PROPERTY LINE	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AL	ALUMINUM	DI	DROP INLET	IP	IRON PIPE	PL	PLAT	SLE	SLOPE EASEMENT
ANC	ANCHOR	DIA	DIAMETER	IPAF	IRON PIPE & FLAG	PAVE	PAVEMENT	SLS	STREET LIGHT SUPPORT POLE
AP	ANCHOR POLE	DIP	DUCTILE IRON PIPE	IR	IRON ROD	PB	PLAT BOOK	SMH	SANITARY SEWER MANHOLE
APPROX	APPROXIMATE	DMH	DRAINAGE MANHOLE	IRC	IRON ROD & CAP	PBC	PALM BEACH COUNTY	SPCS	STATE PLANE COORDINATES
ASP	ASPHALT	DME	DRAINAGE & UTILITY EASEMENT	IV	IRRIGATION VALVE	PCC	POINT OF COMPOUND CURVATURE	ST	SEPTIC TANK
B	BOX	DW	DRIVEWAY CONCRETE	IVV	IRRIGATION CONTROL VALVE	PCP	PRECISION CONTROL POINT	STD	STANDARD
BFP	BACKFLOW PREVENTER	E/CP	ELEVATION CONTROL POINT	IW	IRRIGATION WELL	PCP	PERMANENT CONTROL POINT	STY	STORY
BLDG	BUILDING	EL	ELEVATION	J	JUNCTION BOX	PE	PLASTIC PIPE	SV	SANITARY VALVE
BLK	BLOCK	ELEC	ELECTRIC	LB	LICENSED BUSINESS	PG	PAGE	TAR	TOP OF ASPHALT
BM	BENCHMARK	ELEV	ELEVATION	LFES	LIFT STATION	PI	POINT OF INTERSECTION	TBR	TOP OF BANK
BOC	BACK OF CURB	EM	ELECTRIC METER	LME	LAKE MAINTENANCE EASEMENT	PKNG	PARKING	TBW	TELEPHONE MANHOLE
BR	BRICKPAVERS	ENGR	ENGROOVEMENT	LOC	LOCATION	PKNG	PARKER KALON NAIL AND DISK	TOB	TOP OF BANK
BOW	BACK OF WALK	EOW	EDGE OF WATER	LP	LIGHT POLE	PK/TY	PARKER KALON NAIL AND TENTAN	TOS	TOP OF SLOPE
BSH	BRASS CAP	EP	EDGE OF PAVEMENT	LS	LICENSED SURVEYOR	PLS	PROFESSIONAL LAND SURVEYOR	TP	TELEPHONE PEDESTAL
BW	BARBED WIRE	ESB	ELECTRIC SERVICE BOX	M	MEASURED	POB	POINT OF BEGINNING	TPED	TELEPHONE RISER
C&G	CURB AND GUTTER	EMMT	EASEMENT	MAS	MASONRY	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER
CAT	CULVERT & TERMINING	EXC	EXISTING	MB	MAIL BOX	PP	POWER POLE	TV	TELEVISION PEDESTAL BOX
C/O	CUT OFF	EXT	EXTENDED	MEAS	MEASURED	PRC	POINT OF REVERSE CURVATURE	TW	TOP OF WALL
C	CALCULATED	FNC	FENCE	MES	MITERED END SECTION	PRO	PRORATED DISTANCE	TWP	TOWNSHIP
CATV	CABLE TELEVISION BOX	FC	FF CURB	MH	MAN HOLE	PROP	PROPOSED	TYP	TYPICAL
CB	CATCH BASIN	FDC	FIRE DEPARTMENT CONNECTION	MHWL	MEAN HIGH WATER LINE	PSM	PERMANENT REFERENCE MONUMENT	UNC	UNDER CONSTRUCTION
CBS	CONCRETE BLOCK STRUCTURE	FEC	FLORIDA EAST COAST RAILROAD	MIN	MINIMUM	PSM	PROFESSIONAL SURVEYOR & MAPPER	UE	UTILITY EASEMENT
CD	CHORD	FFE	FINISHED FLOOR ELEVATION	MR	MONUMENT RISER	PVMT	PAVEMENT	UP	UTILITY POLE
CL	CURB INLET	FH	FIRE HYDRANT	MW&D	MAGNETIC NAIL WASHER & DISK	R	RADIUS OR RANGE	UPED	UTILITY RISER
CL	CENTER LINE	FND	FOUND	MTD	MITERED END	R/W	RIGHT-OF-WAY	UTILITY	UTILITY BOX
CLF	CHAIN LINK FENCE	FOC	FACE OF CURB	MW	MONITORING WELL	RAD	RADIUS	UTILITY	UTILITY BOX
CM	CONCRETE MONUMENT	FOW	FACE OF WALL	MWD	METES AND BOUNDS	RCP	REINFORCED CONCRETE PIPE	VCT	VALLEY CURB
CMP	CORRUGATED METAL PIPE	FPL	FLORIDA POWER & LIGHT	N&D	NAIL AND DISK	RD	ROAD	VERT	VERTICAL
CO	CLEAN OUT	GM/T	GAS METER	N	NORTH	R/W	RIGHT-OF-WAY	WD	WOOD
COR	CORNER	GMH	GAS MANHOLE	NA	NOT APPLICABLE	RWY	RUNWAY	WL	WATER LINE
CONC	CONCRETE	GRD	GRADE	NAVD	NORTH AMERICAN VERTICAL DATUM	S	SOUTH	WM	WATER METER
CONST	CONSTRUCTION	GRD	GUARDRAIL	NGVD	NATIONAL GEODETIC VERTICAL DATUM	SAB	SOD AND BOX	WP	WELL POINT
COV	COVERED	HC	HEADER CURB	NO	NUMBER	SEC	SECTION	WPED	WOOD POWER POLE
CP	COVERED ENTRY	HCP	HANDICAP	NTS	NOT TO SCALE	SLS	REGISTERED LAND SURVEYOR	WS	WATER SERVICE
CPVP	COVERED PORCH	HDPE	HIGH DENSITY POLYETHYLENE	O/H	OVERHEAD	SR	SABAL'S POINT	WV	WATER VALVE
CP	CONCRETE POWER POLE	HW	HOSE WIRE	OFFSET	OFFSET	RR	RAILROAD		
CPPPE	CORRUGATED PLASTIC PIPE	HWY	HIGHWAY	OR	OVERHEAD EASEMENT	R/R SPK	RAILROAD SPIKE		
CR	CONC. RISER	I.D.	INSIDE DIAMETER	OHE	OVERHEAD ELECTRIC	SDWK	SIDEWALK		
D	DELTA (CENTRAL ANGLE)	ICV	IRRIGATION CONTROL VALVE	OHU	OVERHEAD UTILITY	SMH	SANITARY SEWER MANHOLE		
D/F	DRAIN FIELD	ID	IDENTIFICATION	OR	OFFICIAL RECORDS	SBT	SOUTHERN BELL TELEPHONE		
D	DEED INFORMATION	ILL	ILLEGIBLE	ORB	OFFICIAL RECORD BOOK	SF	SQUARE FEET		

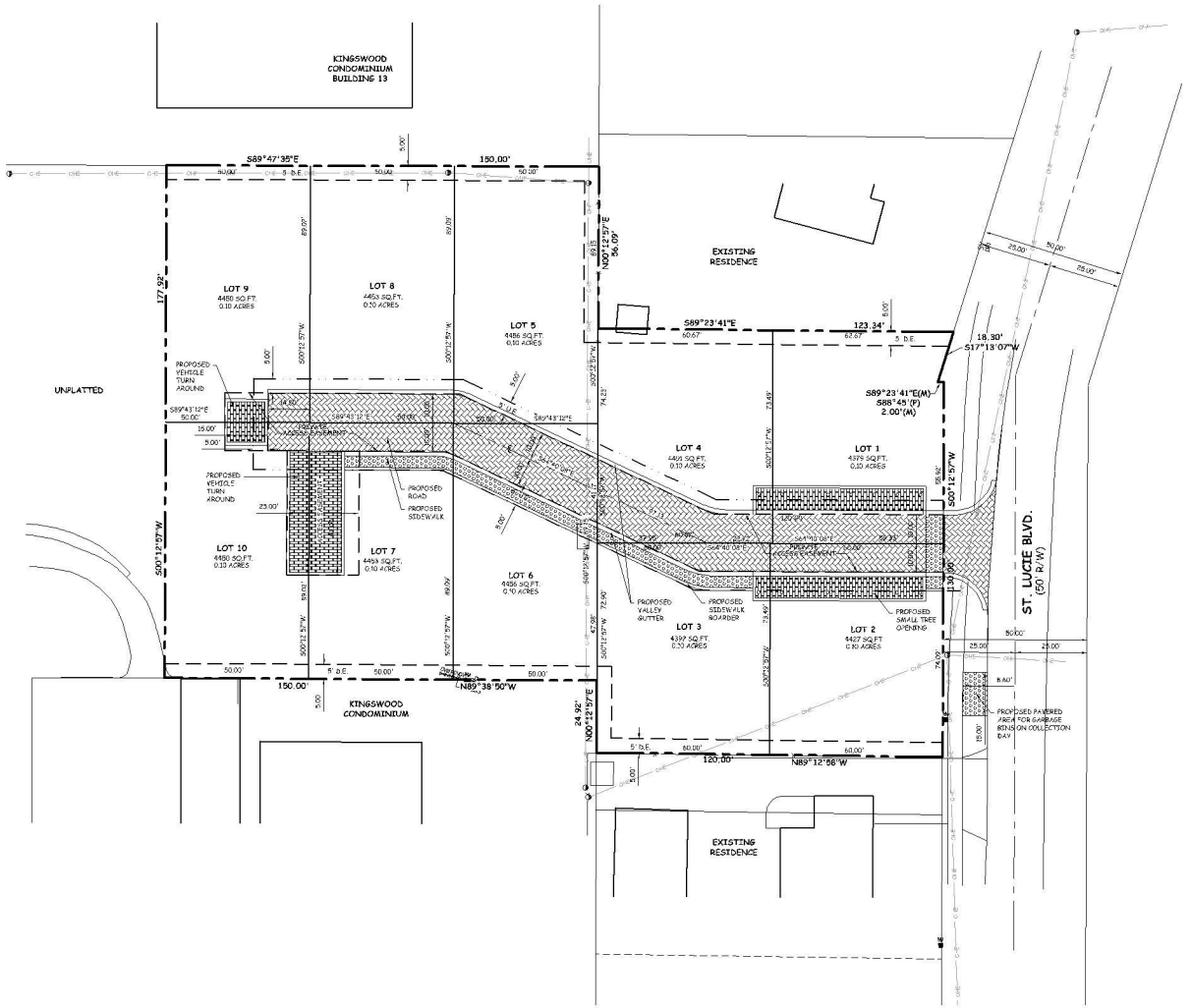
VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
1800 SE PEACOCK BLVD, SUITE 1
PORT ST. LUCIE, FLORIDA 34990
PHONE (772) 879-0477
Web Site: www.velconfl.com

VELCON ENGINEERING & SURVEYING

BOUNDARY & TOPOGRAPHIC SURVEY OF
892 SE ST. LUCIE BLVD.
NEURUS ENTERPRISES, LLC

REVISIONS		
	BY:	DATE

DRAWN BY: P. SUTHARD
APPROVED BY: R. KEMERSON
SCALE: 1" = 20'
DATE: 5/8/19
FIELD BOOK/PAGES NOTES
JOB NUMBER: 19-2061
SHEET: 2 OF 2



Site Plan

North
Scale: 1" = 20'
0 10' 20' 40'

General Notes

1. This project shall be completed in one phase.
2. All prohibited exotic plant species shall be removed prior to the issuance of a Certificate of Occupancy.
3. Refer to Construction Drawings for location of traffic control devices.
4. The applicant will request in writing, prior to any land clearing, that a field inspection be set/meet to determine if land use has been properly established on the site.
5. All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
6. During construction activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Berms/swales shall be used on site to preserve the vegetation to be retained.
7. All building, parking and access areas shall demonstrate compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
8. The property owner shall be required to provide adequate easements to ensure nonexclusive access to cable licensed cable television services to persons residing in this development. The easement shall specifically provide for the use by the franchised cable television system.
9. The parking areas shown hereon are private and will be owned and maintained by the homeowners association.
10. Finished Floor Elevations shall be set at NAVD 88.
11. Water and sewer service shall be provided by City of Stuart Utilities.
12. Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.

Site Data

Parcel Size:	44,496.71 s.f.	1.02 Acres	
Parcel Control Number:	00-38-41-002-009-00250-6		
Existing Use:	Vacant		
Proposed Use:	Single Family Residential		
Existing Zoning:	R-3		
Proposed Zoning:	R-3		
Future Land Use:	MF-RES		
Total Residential Units:	10		
Total Residential Density:	(1.02 / 10 = 9.80) 9.80 Units Per Acre		
Maximum Building Height:	35' (Three Stories)		
Minimum Lot Size:	4,356 s.f.		
Minimum Lot Width:	50'		
Setbacks:			
Front:	20'		
Rear:	15'		
Side (2 Stories / 3 Stories)	5' / 8'		
Side Corner (2 Stories / 3 Stories)	5' / 8'		
Setback Notes:			
1) 2.04.04.A.2. - The front yard setback may be lessened to ten feet with the construction of a porch along, at a minimum, 50 percent of the first floor street facade.			
Maximum Impervious Surface Coverage:	50%		
Impervious:	22,203.35 s.f.	.51 Acres	50%
Maximum Lot Coverage Remaining:	18,858.35 s.f.	.44 Acres	43%
Roadway Pavement:	2,904 s.f.	.06 Acres	6%
Roadway Sidewalks:	441 s.f.	.01 Acres	1%
Pervious:	22,203.36 s.f.	.51 Acres	50%
Pervious Area Remaining:	18,858.36 s.f.	.44 Acres	43%
Roadway Pavement:	2,904 s.f.	.06 Acres	6%
Roadway Sidewalks:	441 s.f.	.01 Acres	1%

Notes:
Roadway and sidewalk pavement is a pervious material and therefore only counted as 50% impervious as per the City's Unified Land Development Code Section 6.01.14.

Parking Calculations:	Required:	Provided:
6.01.03 - 2 Spaces per unit	20	20
10 Units x 2 = 20 Spaces		

Parking Notes:
1) 6.01.03 - Garages count towards required off-street parking.
2) 6.01.10.G - For a single-family dwelling, a driveway may be used to provide two landscape parking spaces provided sufficient driveway space is available exclusive of right-of-way or road easements.

Landscape Notes

1. Sec. 6.04.05.A. - Development landscaping requirements.
Single-family development subdivisions are existing or planned tract for every 3,000 square feet of lot area or fraction thereof and per dwelling unit. At least one tree shall be located in the front yard and at least one tree shall be located in the rear yard.
2. Every lot shown on this site plan requires at minimum two (2) trees. They shall be identified as stated in item #1 above.
3. All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.

Legal Description

(PARCEL DESCRIPTION)

(TOGETHER WITH THE FOLLOWING DESCRIBED LANDS)

(TOGETHER WITH)

(PARCEL DESCRIPTION)

NFPA (Fire) Notes

1. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE.
2. IN ANY NFPA RULE THAT IS IN WHICH STANDARDS ARE REQUIRED OR WHERE FIRST IN BUILDINGS BEING ALTERED OR DEMOLISHED, SUCH STANDARDS SHALL BE MAINTAINED IN CONFORMITY WITH THE PROCESS OF BUILDING CONSTRUCTION IN SUCH A MANNER THAT THEY ARE ALWAYS READY FOR USE.
3. A WALK SUPPLY FOR FIRE PROTECTION, UNTIL PERMANENT OR TEMPORARY, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES.
4. FIRE DEPARTMENT ACCESS SHALL BE PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
5. THERE SHALL BE NO DELAY IN THE INSTALLATION OF FIRE PROTECTION EQUIPMENT.

Utility Statement

Water and Sewer service will be served by existing water main and force main along the eastern property line. The proposed water system will have a looped system with services to each building. The proposed sewer system will have individual grinder systems at each building that will tie into a proposed force main that serves the site.

Drainage Statement

The stormwater will be directed to the proposed onsite swale/storage system by grading and piping. An exfiltration system will also be used for treatment and storage. The system will be designed to local and state regulations.

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130C
Stuart, Florida 34994
(772) 344-2390
LC 26000198

Tidewater Court

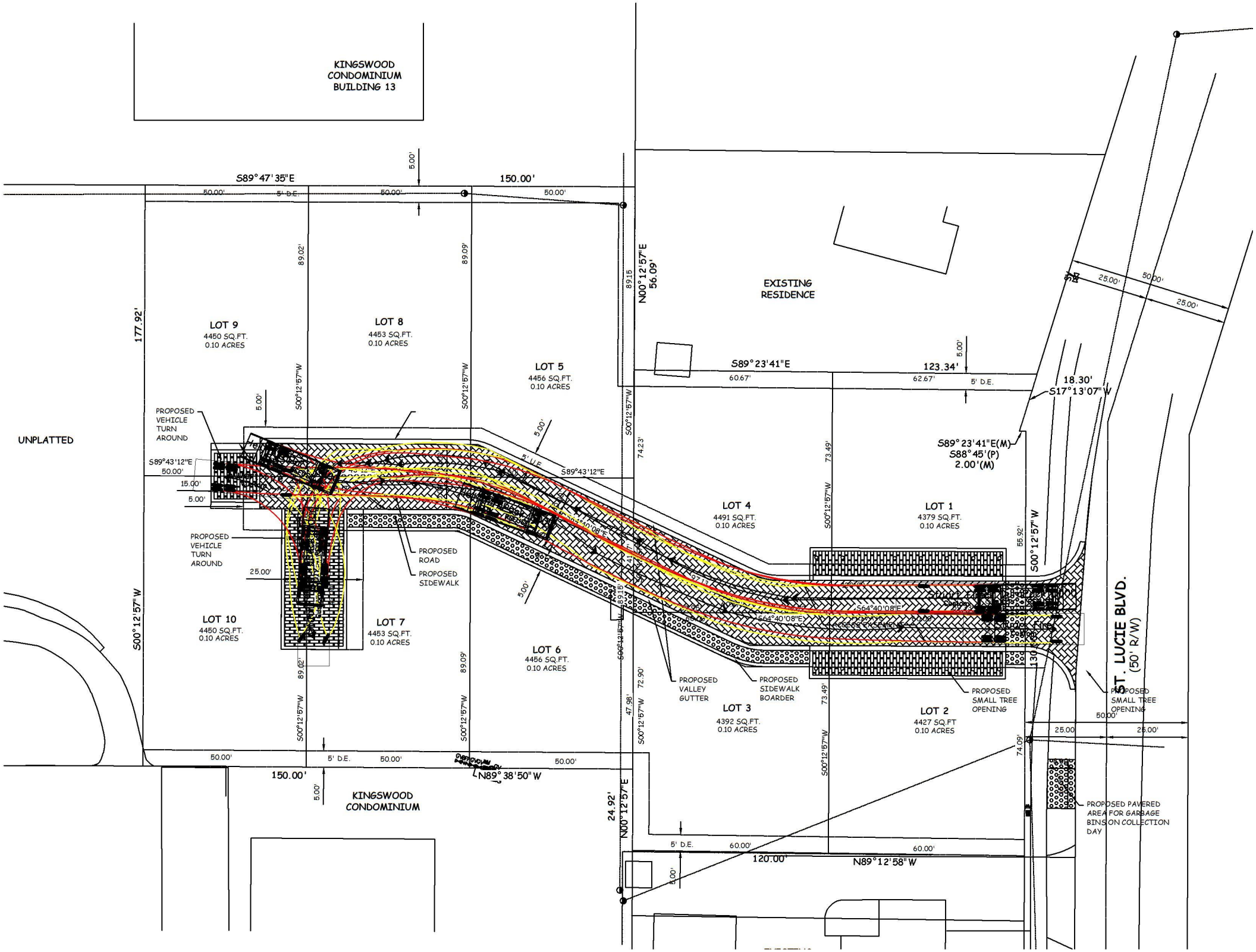
City of Stuart, Florida

Job No. 21-0607
Drawn By JWS
Submittal Dates 7-7-2020
9-7-2020

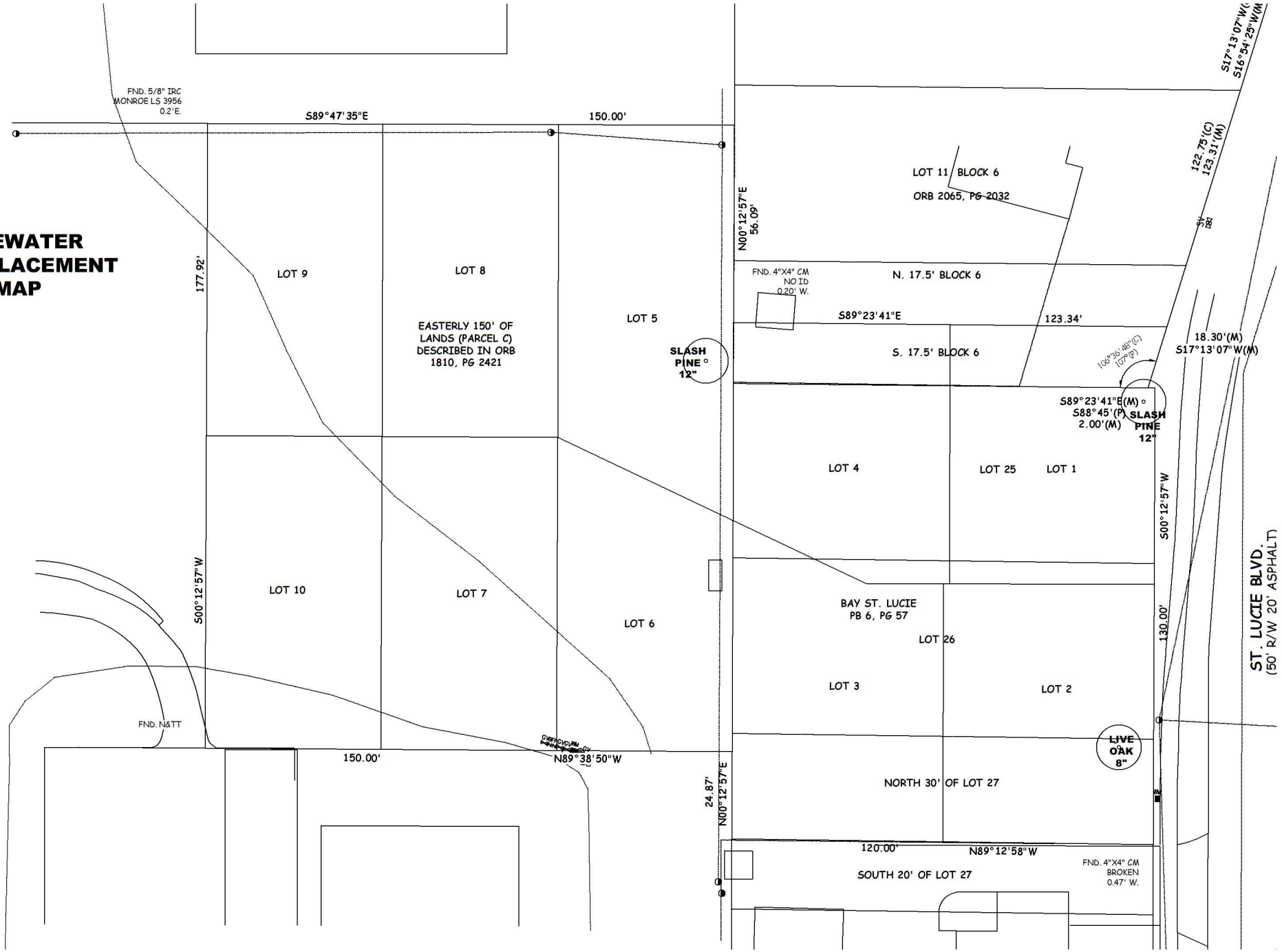
Revision Dates
City Comments #1 9-7-2020

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet 1 of 1


KINGSWOOD CONDOMINIUM BUILDING 13
S89°47'35"E
150.00'
5.00'
50.00'
5' D.E.
50.00'
50.00'
89.02'
89.09'
89.15
N00°12'57"E
56.09'
EXISTING RESIDENCE
177.92'
LOT 9
4450 SQ.FT.
0.10 ACRES
LOT 8
4453 SQ.FT.
0.10 ACRES
LOT 5
4456 SQ.FT.
0.10 ACRES
S89°23'41"E
123.34'
60.67'
62.67'
5' D.E.
18.30'
S17°13'07"W
25.00'
50.00'
25.00'
S00°12'57"W
UNPLATTED
PROPOSED VEHICLE TURN AROUND
S89°43'12"E
50.00'
15.00'
5.00'
5' U.E.
S89°43'12"E
74.23'
73.49'
S89°23'41"E(M)
S88°45'(P)
2.00'(M)
LOT 4
4491 SQ.FT.
0.10 ACRES
LOT 1
4379 SQ.FT.
0.10 ACRES
55.92'
S00°12'57"W
PROPOSED VEHICLE TURN AROUND
25.00'
PROPOSED ROAD
PROPOSED SIDEWALK
S64°40'08"E
LOT 10
4450 SQ.FT.
0.10 ACRES
LOT 7
4453 SQ.FT.
0.10 ACRES
LOT 6
4456 SQ.FT.
0.10 ACRES
PROPOSED VALLEY GUTTER
PROPOSED SIDEWALK BOARDER
PROPOSED SMALL TREE OPENING
ST. LUCIE BLVD.
(50' R/W)
PROPOSED SMALL TREE OPENING
LOT 3
4392 SQ.FT.
0.10 ACRES
LOT 2
4427 SQ.FT
0.10 ACRES
72.90'
47.98'
73.49'
74.09'
25.00
25.00'
50.00'
5' D.E.
50.00'
50.00'
150.00'
N89°38'50"W
KINGSWOOD CONDOMINIUM
24.92'
N00°12'57"E
PROPOSED PAVERED AREA FOR GARBAGE BINS ON COLLECTION DAY
5' D.E.
60.00'
60.00'
120.00'
N89°12'58"W

TIDEWATER TREE PLACEMENT MAP





SIDE ELEVATION
Concept Option 1



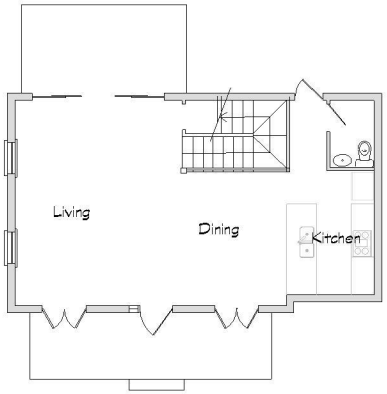
FRONT ELEVATION
Concept Option 1



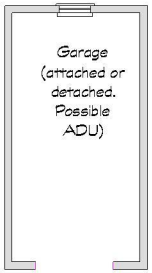
SIDE ELEVATION
Concept Option 1

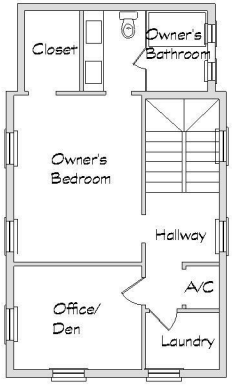


REAR ELEVATION
Concept Option 1

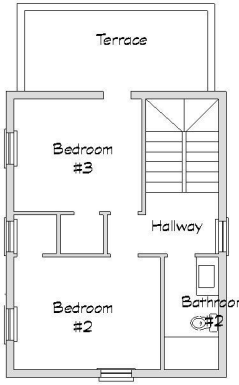


GROUND FLOOR
Concept Option 1





SECOND FLOOR
Concept Option 1



THIRD FLOOR
Concept Option 1

Tidewater Court

MC&A
Marcela Camblor & Associates, Inc.
Town Planning
Architecture

TIDEWATER COURT

Three-Story Conceptual Plans, Elevations & Elevations
Option 1

No.	Revision/Issue	Date

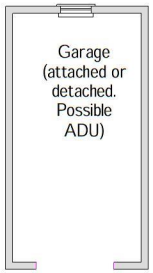
Firm Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

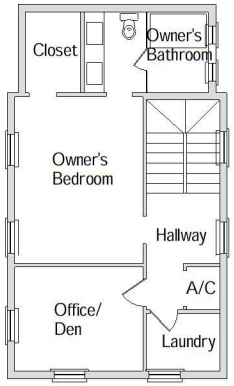
Project Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

Project	Sheet
TW-01	A1
Date: 07.06.2021	
Scale: 3/16" = 1'-0"	

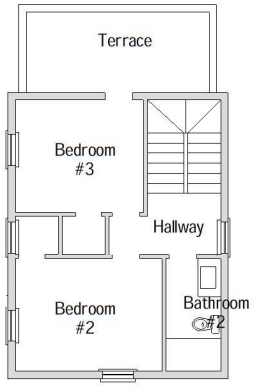


GROUND FLOOR
Concept Option 1





SECOND FLOOR
Concept Option 1



THIRD FLOOR
Concept Option 1



FRONT ELEVATION
Concept Option 2

tidewater court

MC&A
Marcela Camblor & Associates, Inc.
Town Planning
Architecture

TIDEWATER COURT

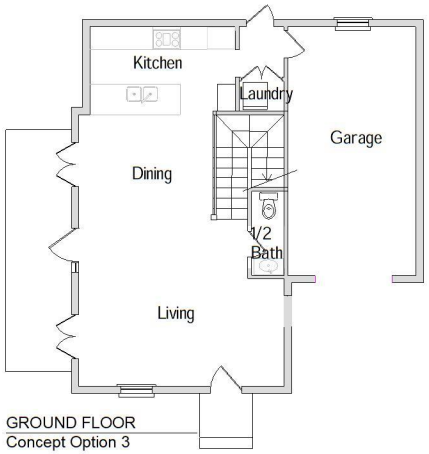
Three-Story Conceptual Plans, Elevations & Elevations
Option 2

No.	Revision/Issue	Date

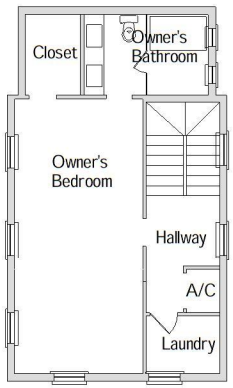
Firm Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

Project Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

Project	Sheet
TW-01	A2
Date: 07.06.2021	
Scale: 3/16" = 1'-0"	



GROUND FLOOR
Concept Option 3



SECOND FLOOR
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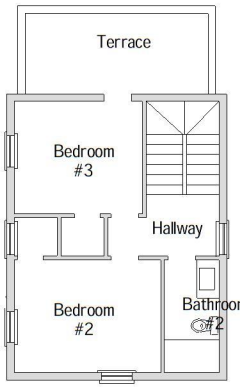


THIRD FLOOR
Concept Option 3



FRONT ELEVATION
Concept Option 3

MC&A
Marcela Camblor & Associates, Inc.
Town Planning
Architecture

TIDEWATER COURT

Three-Story Conceptual Plans, Elevations & Elevations
Option 3

No.	Revision/Issue	Date

Firm Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

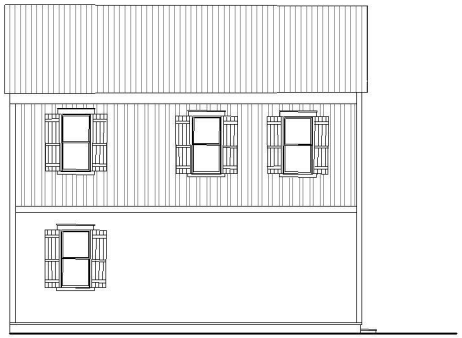
Project Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

Project	Sheet
TW-01	A3
Date: 07.06.2021	
Scale: 3/16" = 1'-0"	

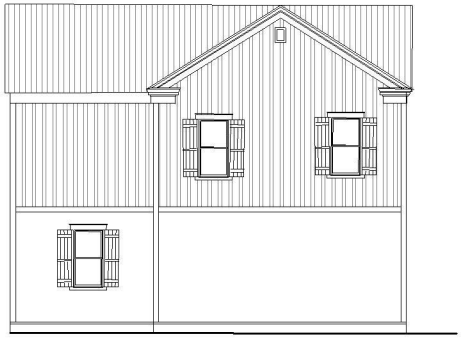
tidewater court



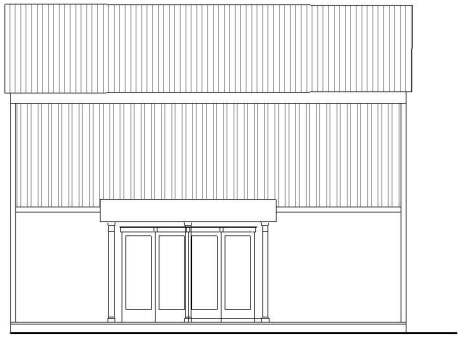
FRONT ELEVATION
Concept Option 4



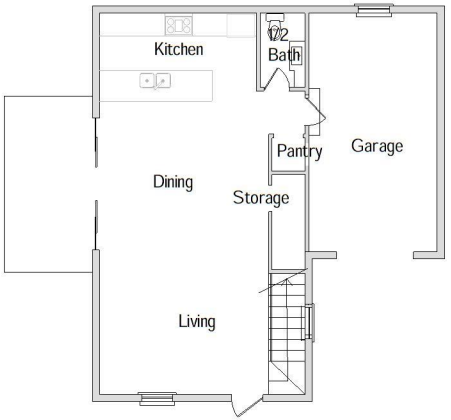
REAR ELEVATION
Concept Option 4



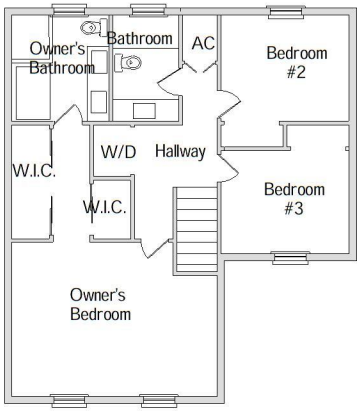
SIDE ELEVATION
Concept Option 4



SIDE ELEVATION
Concept Option 4



GROUND FLOOR
Concept Option 4



SECOND FLOOR
Concept Option 4

MC&A
Marcela Camblor & Associates, Inc.
Town Planning
Architecture

TIDEWATER COURT

Two-Story Conceptual Plans, Elevations & Elevations
Option 4

No.	Revision/Issue	Date

Firm Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

Project Name and Address
Marcela Camblor & Assoc., Inc.
47 W Osceola St. #203
Stuart, FL 34994

Project	Sheet
TW-01	A4
Date: 07.06.2021	
Scale: 3/16" = 1'-0"	

tidewater court



MC&A
Town Planning
Architecture

Tidewater Court - 892 St. Lucie Blvd.

Conceptual



Tidewater Court - 892 St. Lucie Blvd.

Conceptual (greyscale)



MC&A
Town Planning
Architecture

Tidewater Court - 892 St. Lucie Blvd.

Conceptual



MC&A
Town Planning
Architecture

Tidewater Court - 892 St. Lucie Blvd.

Conceptual

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Tom Reetz

Title of Item:

OSPREY PRESERVE RPUD - RESTORATION PLAN

Summary Explanation/Background Information on Agenda Request:

On May 14, 2018 the City Commission unanimously approved the Osprey Preserve residential planned unit development RPUD project that included 86 attached town homes and one single family residence. A condition of approval required the upland preserve area to be restored and enhanced with additional native plantings along NW Jensen Beach Blvd and NW Green River Parkway.

Since the RPUD approval, a site plan was reviewed and approved by City Staff and our consultants that maintained this upland preserve. A stop work order was placed on the property by the City's building official when it was reported that unauthorized clearing had occurred on the site.

The developer was noticed of the infraction and has submitted restoration plans that includes landscaping previously proposed in the preserve area and additional restoration landscaping. A performance surety bond for $507,877.74 with plant list has been accepted by staff, ensuring restoration.

Staff has reviewed the restoration plans for the additional landscaping for the preserve restoration and are confident that the proposed tree and under-story vegetation within the preserve will be better than what was originally approved as enhanced upland preserve. **See Attachment - Restoration Plan.**

Staff are recommending that the landscape restoration plan be implemented and completed prior to issuance of first certificate of occupancy of any building.

Funding Source:

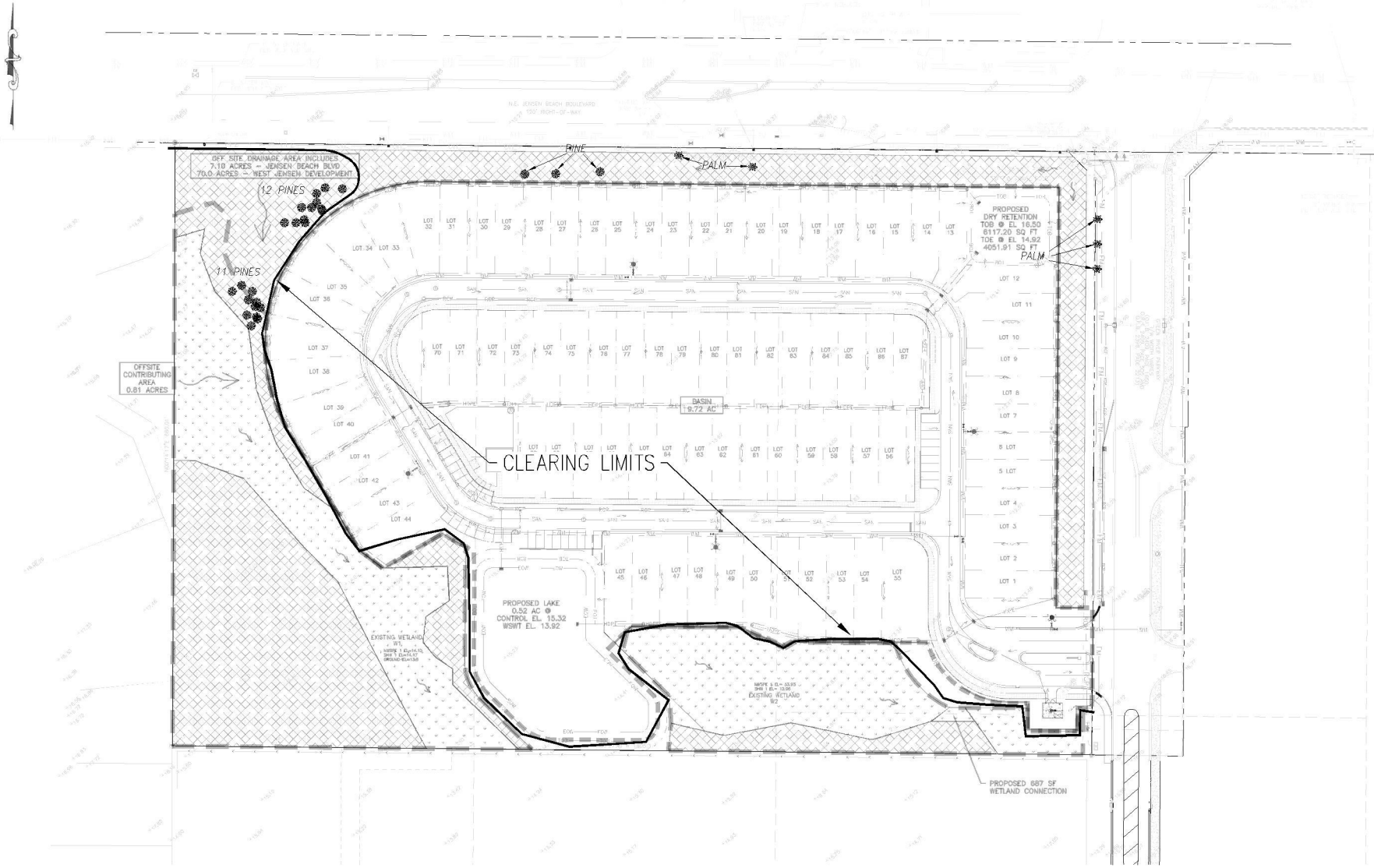
N/A

Recommended Action:

Staff recommends the City Commission accept the Restoration Plan with performance surety bond allowing the contractor to continue with the project.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	B.1 Limits of Clearing	10/1/2021	Backup Material
🗋	B.2 Preserve Restoration Plan	10/1/2021	Backup Material
🗋	B.3 Performance Bond w Ryder	10/1/2021	Backup Material
🗋	D.1 Osprey Preserve RPUD approval	10/1/2021	Backup Material



BASIN	CONTROL ELEV	3-YR, 1-HR STORM PEAK ELEV	MIN INLET ELEV	10-YR, 1 DAY STORM PEAK ELEV	MIN. ROAD	25-YR, 3-DAY DAY PEAK ELEV	100-YR, 3-DAY DAY PEAK ELEV	MIN FF ELEV	MIN PERIMETER ELEV
DATUM	FEET NAVD 88								
DEVELOPED SITE BASIN	13.92	15.99	16.00	16.11	16.40	16.45	17.96	18.00	16.50

WETLAND 1.78 ACRES

UPLAND PRESERVE 3.25 ACRES

NO.	DATE:	REVISION:	BY
1	3-20-19	PER SFWMD AND CITY OF STUART COMMENTS	A.T.
2	3-5-19	PER SFWMD COMMENTS	A.T.
3	5-8-19	SFWMD COMMENTS REVISED SHEETS 3 AND 3A	A.T.
4	6-18-19	REVISED PM PER MOU	D.W.
5	10-15-19	CHANGES PER PLAT	D.W.
6	11-15-19	CHANGES PER PLAT AND FDOT	D.W.
7	4-8-21	REVISED PER CLIENT	D.W.
8	5-7-21	REVISED PER MARTIN COUNTY COMMENTS	D.W.
9	6-23-21	REVISED PER MOU COMMENTS	A.T.
10	7-14-21	REVISED PER MOU COMMENTS	A.T.
11	8-4-21	REVISED OFFSITE DRAINAGE PER CONTRACTOR	A.T.

CALL 48 HOURS BEFORE YOU DIG 811

(IN FEET)
1 inch = 50 ft.

VERTICAL DATUM NAVD 88

DRAWN: A.T. 1-4-18
PROJECT: 82001
FILE: Clearing Limits.dwg

THE MILCOR GROUP, INC.
CIVIL ENGINEERS
10975 SE FEDERAL HIGHWAY
HOBE SOUND, FL 33455
PH: (772)223-8850
FAX: (772) 223-8851
WWW.THEMILCORGROUP.COM
CERTIFICATE OF AUTHORIZATION: 28246

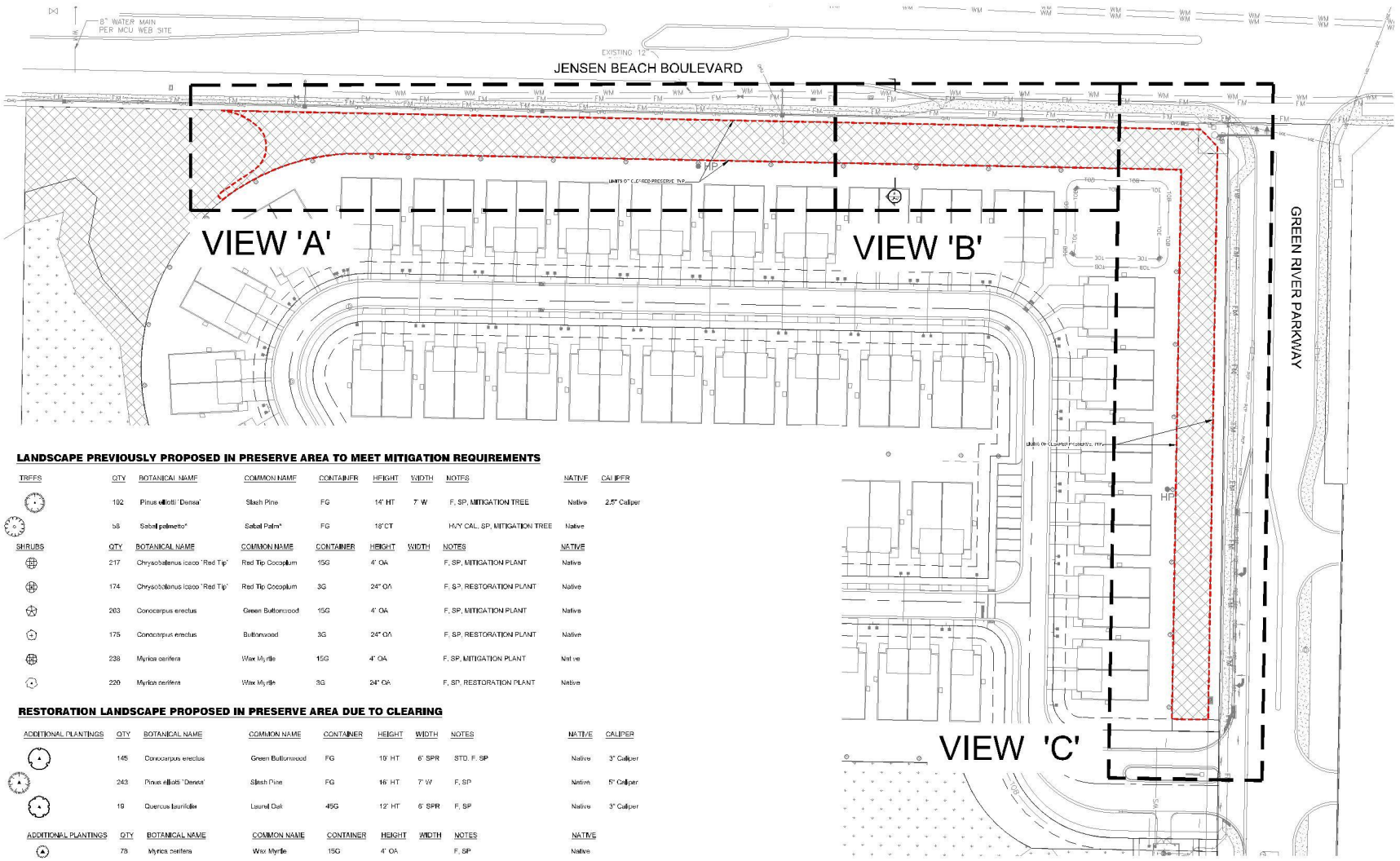
BASIN MAP

OSPREY PRESERVE RPUD
STUART, FL

Aug 25 2021
\Melissa\Corbett Signed.tif

SHEET NO.
3

P:\09337-00-00\drawings\Survey\Clearing Limits.dwg, PRINTED BY: roy ON Wed, Aug 25 2021



LANDSCAPE PREVIOUSLY PROPOSED IN PRESERVE AREA TO MEET MITIGATION REQUIREMENTS

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	102	Pinus elliotti 'Densa'	Slash Pine	FG	14' HT	7' W	F, SP, MITIGATION TREE	Native	2.5" Caliper
	58	Sabal palmetto*	Sabal Palm*	FG	18" CT		HVY CAL, SP, MITIGATION TREE	Native	

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	217	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	15G	4' OA		F, SP, MITIGATION PLANT	Native
	174	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" OA		F, SP, RESTORATION PLANT	Native
	203	Conocarpus erectus	Green Buttonwood	15G	4' OA		F, SP, MITIGATION PLANT	Native
	175	Conocarpus erectus	Buttonwood	3G	24" OA		F, SP, RESTORATION PLANT	Native
	238	Myrica cerifera	Wax Myrtle	15G	4' OA		F, SP, MITIGATION PLANT	Native
	220	Myrica cerifera	Wax Myrtle	3G	24" OA		F, SP, RESTORATION PLANT	Native

RESTORATION LANDSCAPE PROPOSED IN PRESERVE AREA DUE TO CLEARING

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	145	Conocarpus erectus	Green Buttonwood	FG	16' HT	6' SPR	STD, F, SP	Native	3" Caliper
	243	Pinus elliotti 'Densa'	Slash Pine	FG	16' HT	7' W	F, SP	Native	5" Caliper
	19	Quercus laurifolia	Laurel Oak	45G	12' HT	6' SPR	F, SP	Native	3" Caliper

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	78	Myrica cerifera	Wax Myrtle	15G	4' OA		F, SP	Native
	364	Serenoa repens 'Cinerea'	Silver Saw Palmetto	45G	42" OA		F	Native
	234	Serenoa repens 'Green'	Green Saw Palmetto	45G	42" OA		F	Native

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	119	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	7G	30"HT	24"W	F	Native	36" o.c.
	364	Hamelia patens	Firebush	7G	30"HT	24"W	F	Native	36" o.c.
	289	Sand Cordgrass	Spartina bakeri	3G	24"HT	18"W	F	Native	30" o.c.
	578	Tripsacum floridanum	Florida Gamagrass	3G	18" OA		Full	Native	36" o.c.
	142	Viburnum obovatum	Walter's Viburnum	7G	30" OA		F	Native	36" o.c.

PRESERVE RESTORATION CALCULATIONS:

ESTIMATED TREES CLEARED WITHIN PRESERVE*: **170 TREES (2,550" DBH)**
(170 TREES x 10" DBH x 1.5)
*NOTE: 170 TREES LOCATED USING AERIAL AND STREET IMAGERY

PROPOSED RESTORATION TREES WITHIN PRESERVE*: **407 TOTAL (1,707" DBH)**
*NOTE: TREES MARKED AS 'ADDITIONAL PLANTINGS' IN SCHEDULE

TOTAL TREE RESTORATION REMAINING: **843" DBH***
*NOTE: THE REMAINING 843" DBH IS TO BE PAID INTO THE CITY OF STUART TREE REPLACEMENT FUND.

AMOUNT TO BE PAID INTO TREE REPLACEMENT FUND: **$44,275**
(843" x 1.5 = 1265, *265" / 2.5" = 505, 505 x 0.5 x 175 = $44,275

ESTIMATED UNDERSTORY VEGETATION CLEARED WITHIN PRESERVE: **42,140 SF**

PROPOSED RESTORATION UNDERSTORY VEGETATION WITHIN PRESERVE*: **42,140 SF (2,148 SHRUBS)**
*INCLUDES SHRUBS MARKED AS 'ADDITIONAL PLANTINGS' IN SCHEDULE

Drawing Index	Sheets
Restoration Plan Cover	LA-1
Cleared Preserve Inventory	LA-2
Preserve Restoration Tree Plan	LA-3
Preserve Restoration Understory Plan	LA-4
Landscape Details	LA-5
Landscape Specifications	LA-6
Section	LA-7

lucido & associates
724 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100 Fax (772) 223-2200

Key / Location:



N.T.S.

Project Team:

Applicant: Schlesselman Brothers, Ltd., 7111 N. Military Trail - Suite 212, Palm Beach Gardens, FL 33410

Land Planner / Landscape Architect: Lucido & Associates, Land Planners & Landscape Architects, 701 East Ocean Boulevard, Stuart, Florida 34994

Engineer: The Miller Group, Inc., 6506 S. Kanner Hwy, #236, Stuart, FL 34997

Surveyor: Associated Land Surveyors, Inc., 4152 W. Blue Heron Blvd., Suite 121, Riviera Beach, FL 33404

Traffic Engineer: The Miller Group, Inc., 6506 S. Kanner Hwy, #236, Stuart, FL 34997

Environmental Consultant: EW Consultants, 1600 SE Monterey Commons Blvd, Suite 206, Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Restoration Plan Cover

Date	By	Description
06.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = 40'

0 20' 40' 80'

REG. # 1018
Thomas P. Lucido

Designer	K.V.
Manager	D.F.
Project Number	21-520
Municipal Number	
Computer File	

Sheet **LA-1**

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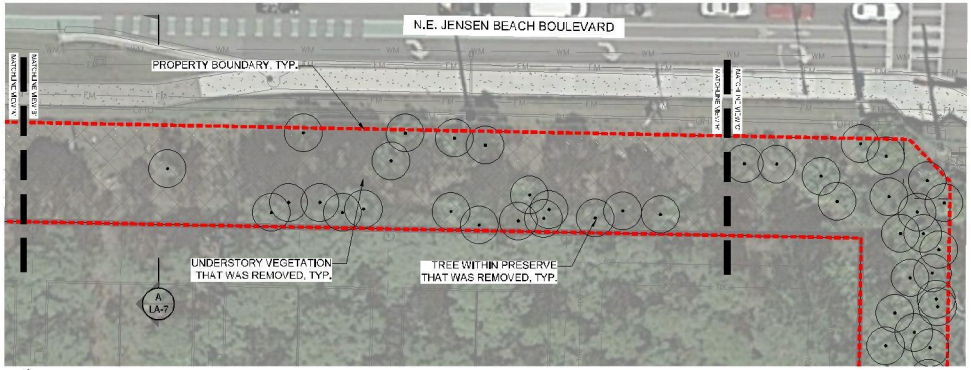
A CLEARED PRESERVE INVENTORY
SCALE: 1" = 20'-0"



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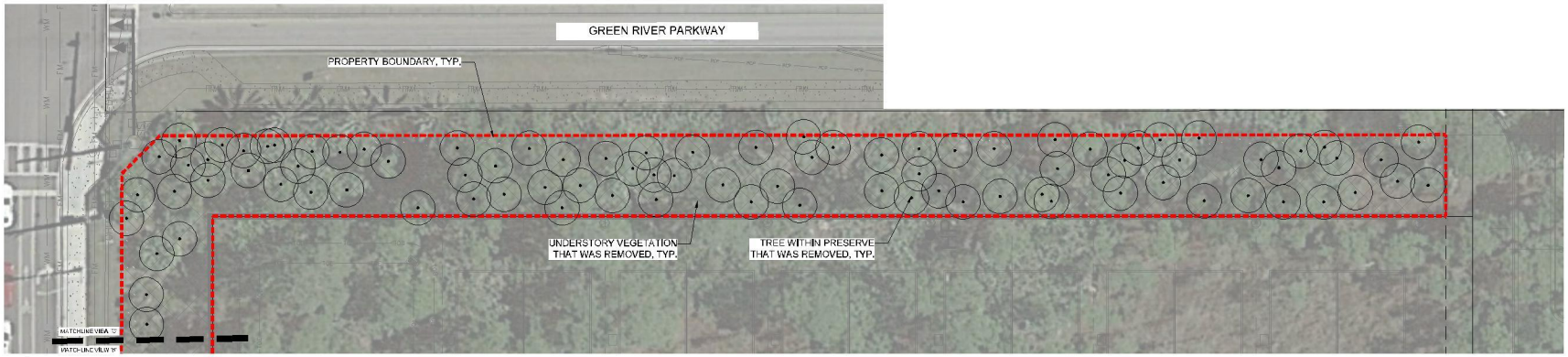
SCALE: 1" = 20'-0"

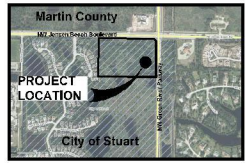


C CLEARED PRESERVE INVENTORY
SCALE: 1" = 20'-0"

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-2290

Key / Location:



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Engineer:	The Miller Group, Inc. 6526 S. Kanner Hwy. #236 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Miller Group, Inc. 6526 S. Kanner Hwy. #236 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1900 SE Monterey Commons Blvd. Suite 200 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Cleared Preserve Inventory

Date	By	Description
09.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = 50'

0 25' 50' 100'

REG. # 1018
Thomas P. Lucido

Designer	K.V.	Sheet
Manager	D.F.	LA-2
Project Number	21-520	
Municipal Number		
Computer File		

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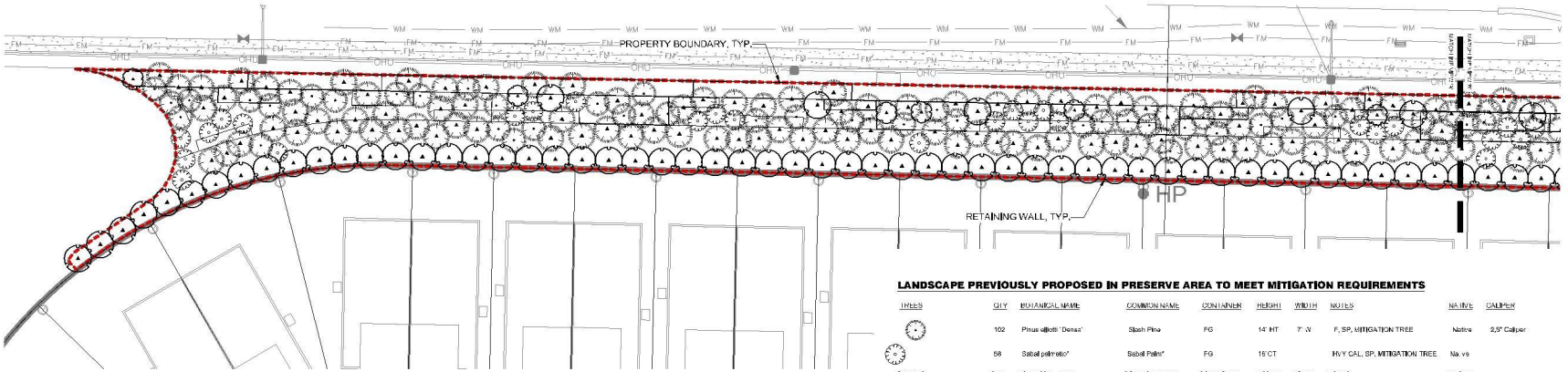
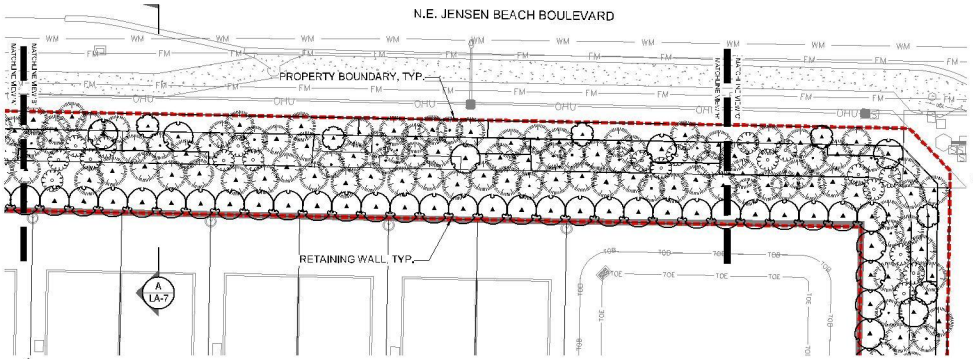
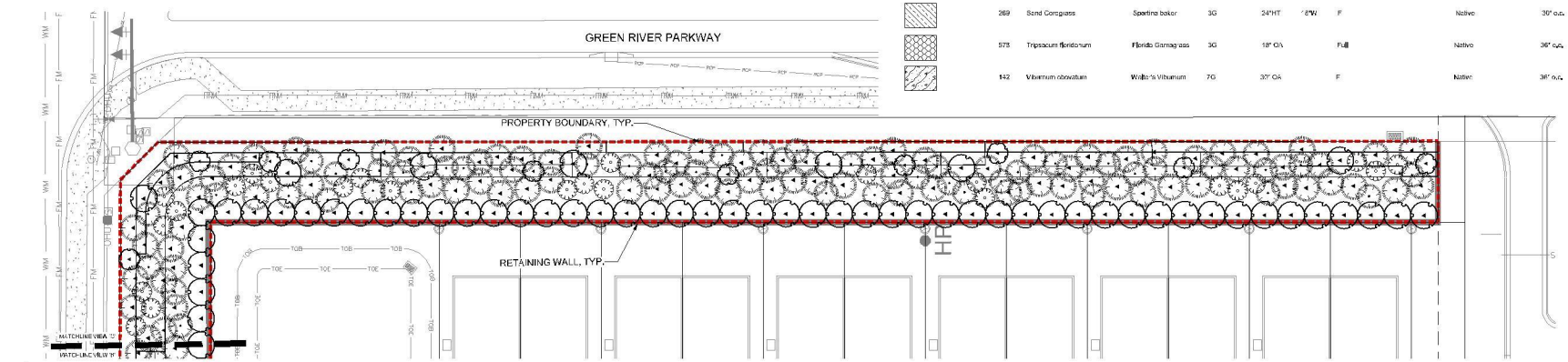


A TREE LANDSCAPE PLAN
SCALE: 1" = 20'-0"



B TREE LANDSCAPE PLAN
SCALE: 1" = 20'-0"



C TREE LANDSCAPE PLAN
SCALE: 1" = 20'-0"

LANDSCAPE PREVIOUSLY PROPOSED IN PRESERVE AREA TO MEET MITIGATION REQUIREMENTS

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	102	Pinus elliotti 'Densa'	Slash Pine	FG	14' HT	7' W	F, SP, MITIGATION TREE	Native	2.5" Caliper
	58	Sabal palmetto*	Sabal Palm*	FG	15' CT		HVY CAL, SP, MITIGATION TREE	Native	

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	217	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	15G	4' OA		F, SP, MITIGATION PLANT	Native
	174	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3G	24" OA		F, SP, RESTORATION PLANT	Native
	203	Conocarpus erectus	Green Buttonwood	15G	4' OA		F, SP, MITIGATION PLANT	Native
	175	Conocarpus erectus	Buttonwood	3G	24" OA		F, SP, RESTORATION PLANT	Native
	238	Myrica cerifera	Wax Myrtle	15G	4' OA		F, SP, MITIGATION PLANT	Native
	220	Myrica cerifera	Wax Myrtle	3G	24" OA		F, SP, RESTORATION PLANT	Native

RESTORATION LANDSCAPE PROPOSED IN PRESERVE AREA DUE TO CLEARING

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	145	Conocarpus erectus	Green Buttonwood	FG	10' HT	6' SPR	STD, F, SP	Native	3" Caliper
	243	Pinus elliotti 'Densa'	Slash Pine	FG	15' HT	7' W	F, SP	Native	5" Caliper
	19	Quercus laurifolia	Laurel Oak	45G	12' HT	6' SPR	F, SP	Native	3" Caliper

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
	76	Myrica cerifera	Wax Myrtle	15G	4' OA		F, SP	Native
	364	Serenoa repens 'Cinerea'	Silver Saw Palmetto	45G	42" OA		F	Native
	234	Serenoa repens 'Green'	Green Saw Palmetto	45G	42" OA		F	Native

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	119	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	7G	30"HT	24"W	F	Native	36" o.c.
	364	Hamelia patens	Firebush	7G	30"HT	24"W	F	Native	36" o.c.
	269	Sand Cordgrass	Spartina baker	3G	24"HT	18"W	F	Native	36" o.c.
	578	Tripsacum floridanum	Florida Gamagrass	3G	18" OA		Full	Native	36" o.c.
	142	Viburnum obovatum	Walter's Viburnum	7G	30" OA		F	Native	36" o.c.

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Environmental Consultant: EW Consultants, 1800 SE Monterey Commons Blvd, Suite 206, Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Preserve Restoration Tree Plan

Date	By	Description
06.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	K.V.
Manager	D.F.
Project Number	21-520
Municipal Number	
Computer File	

Sheet
LA-3

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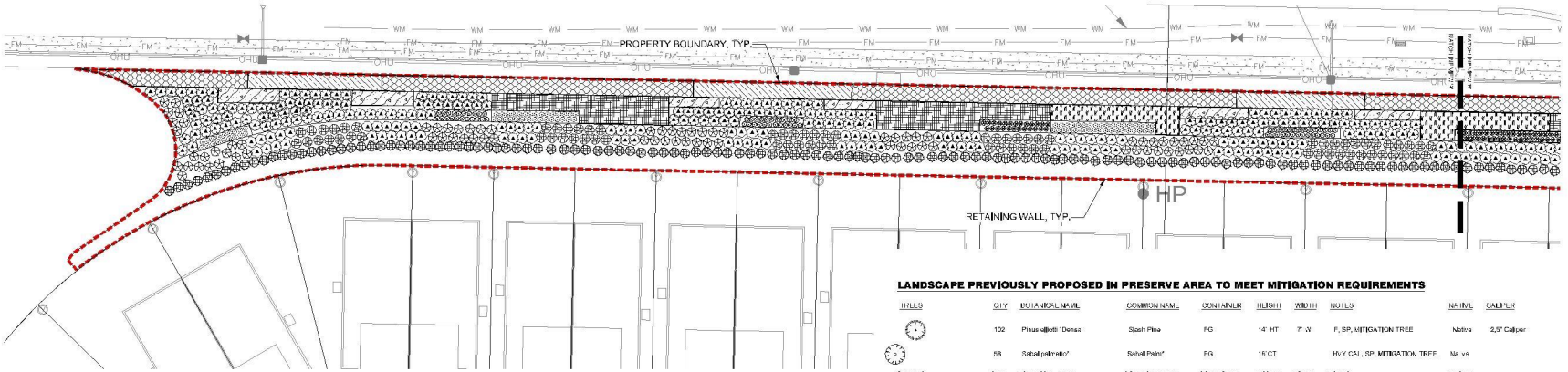
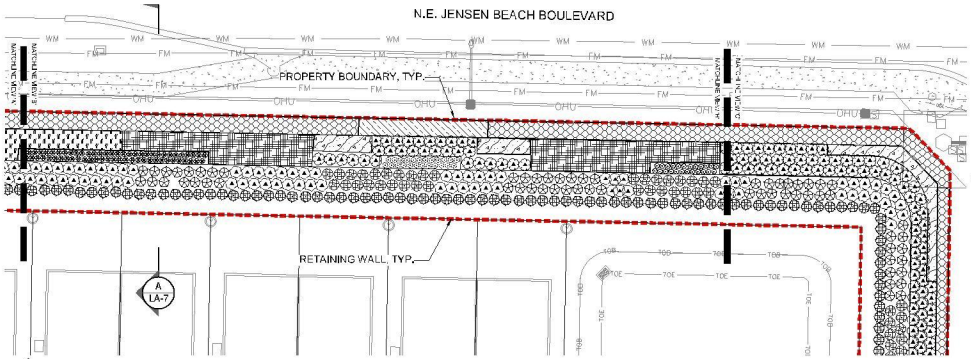
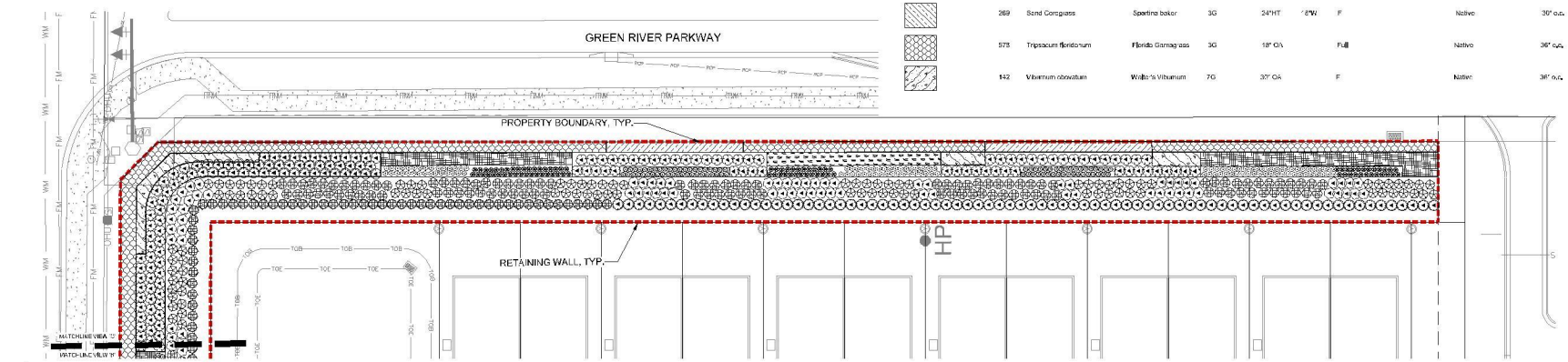


A UNDERSTORY LANDSCAPE PLAN
SCALE: 1" = 20'-0"



B UNDERSTORY LANDSCAPE PLAN
SCALE: 1" = 20'-0"



C UNDERSTORY LANDSCAPE PLAN
SCALE: 1" = 20'-0"

LANDSCAPE PREVIOUSLY PROPOSED IN PRESERVE AREA TO MEET MITIGATION REQUIREMENTS

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	102	Pinus elliotti 'Densa'	Slash Pine	FG	14' HT	7' W	F, SP, MITIGATION TREE	Native	2.5" Caliper
	58	Sabal palmetto*	Sabal Palm*	FG	15' CT		HVY CAL, SP, MITIGATION TREE	Native	

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
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RESTORATION LANDSCAPE PROPOSED IN PRESERVE AREA DUE TO CLEARING

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	145	Conocarpus erectus	Green Buttonwood	15G	10' HT	6' SPR	STD, F, SP	Native	3" Caliper
	243	Pinus elliotti 'Densa'	Slash Pine	15G	15' HT	7' W	F, SP	Native	5" Caliper
	19	Quercus laurifolia	Laurel Oak	45G	12' HT	6' SPR	F, SP	Native	3" Caliper

ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
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ADDITIONAL PLANTINGS	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	119	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	7G	30"HT	24"W	F	Native	36" o.c.
	364	Hamelia patens	Firebush	7G	30"HT	24"W	F	Native	36" o.c.
	269	Sand Cordgrass	Spartina baker	3G	24"HT	18"W	F	Native	36" o.c.
	578	Tripsacum floridanum	Florida Gamagrass	3G	18" OA		Full	Native	36" o.c.
	142	Viburnum obovatum	Walter's Viburnum	7G	30" OA		F	Native	36" o.c.

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Key / Location:



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Environmental Consultant: EW Consultants, 1800 SE Monterey Commons Blvd, Suite 206, Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Preserve Restoration Understory Plan

Date	By	Description
06.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	K.V.
Manager	D.F.
Project Number	21-520
Municipal Number	
Computer File	

Sheet
LA-4

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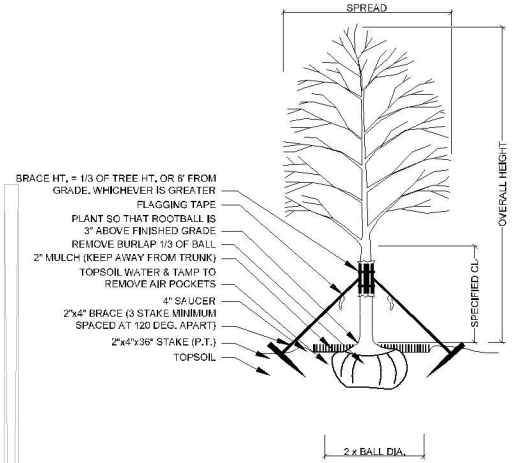
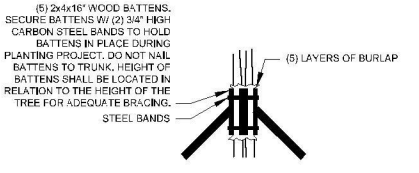


TREE PLANTING & STAKING

NOT TO SCALE

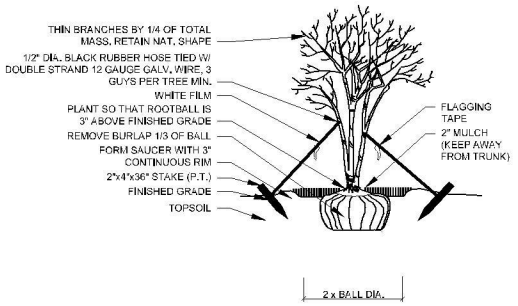


BRACING DETAIL

NOT TO SCALE

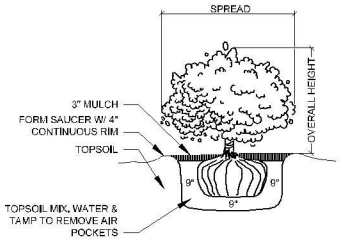
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



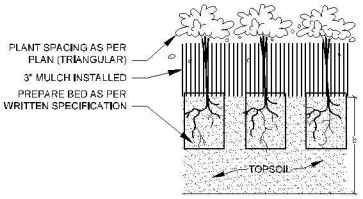
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



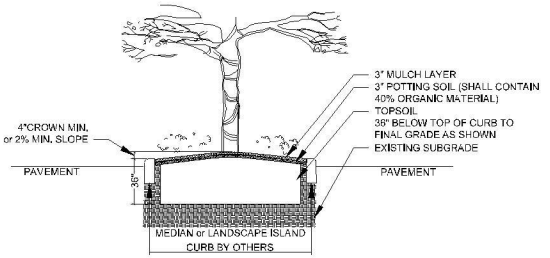
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

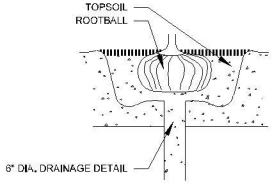


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

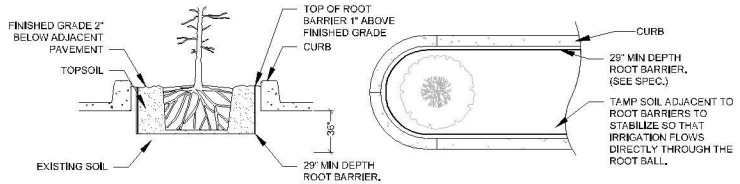
NOT TO SCALE

- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL BE FREE OF SUBSOIL, CLAY LUMPS, BRUSH, OBJECTS LARGER THAN 2" IN DIAMETER, STICKS, ROOTS, TRASH, OTHER NATURALLY OCCURRING INERT MATERIALS HARMFUL TO PLANT GROWTH, OR WHICH PREVENT OR IMPEDE PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 5% ORGANIC MATTER.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE BED SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

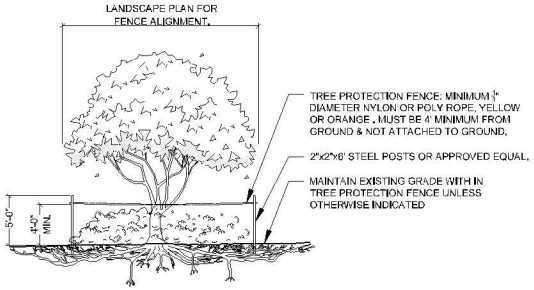
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

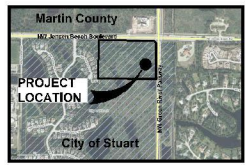
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-2250

Key / Location:



N.T.S.

Project Team:

Applicant: Schickedanz Brothers, I Ltd, 7111 N. Military Trail - Suite 212, Palm Beach Gardens, FL 33410

Land Planner / Landscape Architect: Lucido & Associates, Land Planners & Landscape Architects, 701 East Ocean Boulevard, Stuart, Florida 34994

Engineer: The Mahar Group, Inc., 6526 S. Kanner Hwy, #236, Stuart, FL 34997

Surveyor: Associated Land Surveyors, Inc., 4152 W. Blue Heron Blvd., Suite 12, Riviera Beach, FL 33404

Traffic Engineer: The Mahar Group, Inc., 6526 S. Kanner Hwy, #236, Stuart, FL 34997

Environmental Consultant: EW Consultants, 1800 SE Monterey Commons Blvd, Suite 206, Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Landscape Details

Date	By	Description
06.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = NTS

0 0 0 0

REG. # 1018
Thomas P. Lucido

Designer	K.V.	Sheet
Manager	D.F.	LA-5
Project Number	21-520	
Municipal Number		
Computer File		

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 A. SCOPE:
The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 A. AGENCY STANDARDS:
Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 A. SITE EXAMINATION:
The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 A. ERRORS AND OMISSIONS:
The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 A. EXECUTION OF THE WORK:
The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 A. PROTECTION OF PUBLIC AND PROPERTY:
The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 A. CHANGES AND EXTRAS:
The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 A. CARE AND MAINTENANCE:
The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 A. SAFETY:
It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 A. CONTRACTOR QUALIFICATION:
The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 A. INSURANCE AND BONDING:
The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 A. PERMITS AND CERTIFICATES:
All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 A. PLANT MATERIALS:
A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 A. PROTECTION OF PLANT MATERIALS:
Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 A. STORAGE
All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 A. PROTECTION DURING PLANTING:
Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battons or other approved methods. Battons shall NOT be attached to the tree with nails

2.06 A. TOP SOIL:
Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of "Topsoil" as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 A. FERTILIZER:
Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container 1 tablet
3 gallon container 2 tablets
5 gallon container 3 tablets
7 gallon container 5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 A. MULCH:
Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 A. DIGGING:
The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 A. GRADING:
Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 A. PLANTING:
Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc, and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavator (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 A. PRUNING:
Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 A. WATER:
Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 A. SOD:
The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 A. SEEDING:
The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 A. CLEANING UP:
The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 A. MAINTENANCE:
Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 A. COMPLETION, INSPECTION AND ACCEPTANCE:
Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

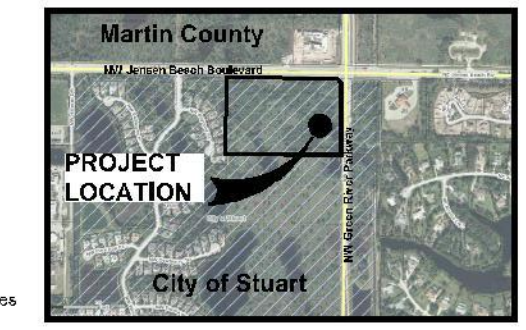
C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

lucido & associates
701 SE Ocean Blvd. Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant:	Schickedanz Brothers, Ltd. 7711 N. Military Trail - Suite 212 Palm Beach Gardens, FL 33410
Land Planner, Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 6526 S. Kanner Hwy. #236 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Milcor Group, Inc. 6526 S. Kanner Hwy. #236 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1000 SE Monterey Commons Blvd. Suite 208 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Landscape Specifications

Date	By	Description
09.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = NTS

REG. # 1018
Thomas P. Lucido

Designer	K.V.	Sheet
Manager	D.F.	**LA-6**
Project Number	21-520	
Municipal Number		
Computer File		

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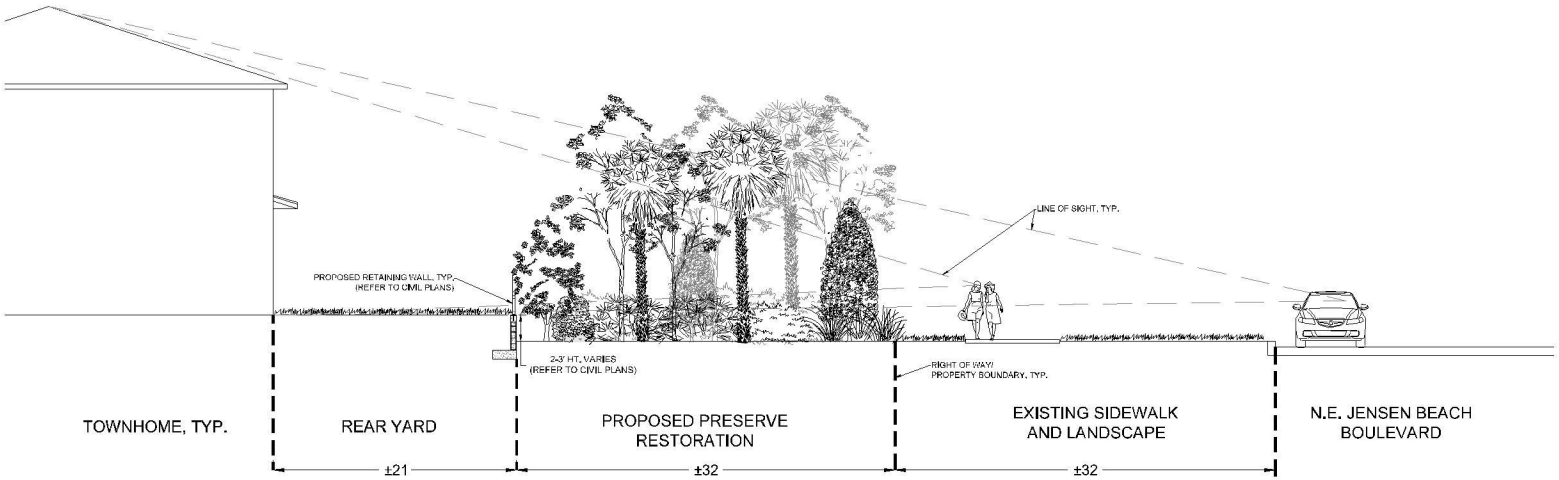

A SECTION 'A'
SCALE: 1" = 5'-0"
NOTE: SECTION TO BE USED FOR DESIGN INTENT ONLY. NOT INTENDED FOR PLANTING.

lucido & associates

Key / Location:



N.T.S.

Project Team:

Applicant:	Schickedanz Brothers, Ltd. 7711 N. Military Trail - Suite 212 Palm Beach Gardens, FL 33410
Land Planner / Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Miltzer Group, Inc. 6526 S. Kanner Hwy. #236 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Miltzer Group, Inc. 6526 S. Kanner Hwy. #236 Stuart, FL 34997
Environmental Consultant:	BW Consultants 1900 SE Monterey Commons Blvd. Suite 200 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Preserve Restoration Section

Date	By	Description
09.16.21	KV	Administrative Variance

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	K.V.	Sheet
Manager	D.F.	**LA-7**
Project Number	21-520	
Municipal Number		
Computer File		

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RIDER

To be attached to and form a part of Bond No. **LICX1210691**

Effective:	**September 20, 2021**	
Bond Amount:	**$386,634.34**	
Executed by:	**Meritage Homes of Florida, Inc.**	as Principal
and by:	**Lexon Insurance Company**	as Surety
in favor of:	**City of Stuart, FL**	as Obligee

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to **increase the bond amount to:**

Five Hundred Seven Thousand Eight Hundred Seventy Seven and 74/100 Dollars ($507,877.74)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: **September 27, 2021**

Signed and Sealed: **September 27, 2021**

Principal: **Meritage Homes of Florida, Inc.**

By: _____
Glen Tolk VP National Land Development Principal

Surety: **Lexon Insurance Company**

By: _____
James I. Moore, Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars ($15,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly swom, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of September 2021.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
} ss.
County of DuPage }

On September 27, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025

Sinem Nava, Notary Public

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

Commission No. 859777

PERFORMANCE SURETY BOND

Bond No. LICX1210691

KNOWN ALL MEN BY THESE PRESENTS:

That Meritage Homes of Florida, Inc., as Principal, and Lexon Insurance Company, as Surety, are held and firmly bound unto The City of Stuart, 121 SW Flagler Ave., Stuart, Florida, as Obligee, in the sum of $386,634.34, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

As a condition precedent to the Obligee's agreement(s), approval(s), and/or acceptance(s), the Principal is required to deliver a good and sufficient bond to warrant and ensure the performance of the work specified on the Osprey Preserve RPUD Restoration Plan (the Plan), and to indemnify and save harmless the Obligee from any and all damages and costs caused by the failure to complete the work and/or project in the manner and within the time period described.

The condition of this obligation is such that if the Principal fully performs its obligations to complete the work as described on the Plan, as evidenced by written approval of the Obligee, then this bond shall be void. Otherwise, this bond remains in full force and effect.

The Surety unconditionally agrees that, upon 30 days written notice by the Obligee (or its authorized agent or officer) stating that the Principal has defaulted on its obligations to perform and complete the work described on the Plan, the Surety will fully perform and complete the work, pay the costs of doing so, and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above. If the Surety fails to perform its obligations under this bond, the Obligee shall have the right to resort to any and all legal and equitable remedies against the Principal and the Surety, or either one of them, including, but not limited to, specific performance.

The Surety and the Principal jointly and severally agree that, as an alternative to requiring the Surety to perform and complete the work described on the Plan, upon the Principal's default, the Obligee, at its option, shall have the right to perform and complete the work (either itself or through its agents or contractors). In the event the Obligee elects to exercise this right, the Surety and Principal shall be jointly and severally liable to reimburse the Obligee for all costs of performing and completing such work and indemnify, defend and hold harmless the Obligee for any and all damages and costs (including attorneys' fees) incurred as a result of the Principal's default, up to the dollar amount of this bond stated above.

IN WITNESS WHEREOF, the Principal and Surety have caused this performance bond to be executed by their authorized agents this 20th day of September, 2021.

SURETY
Lexon Insurance Company

By: _____
Name: James I. Moore
Title: Attorney-in-Fact

PRINCIPAL
Meritage Homes of Florida, Inc.

By: _____
Name: Glen A Tulk
Title: VP National Land Development

Power of Attorney Must be Attached

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International,**" do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars ($15,000,000.00).**

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By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

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By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
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   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 20th day of September, 2021.

By:
Daniel S. Lurie, Secretary

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Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
} ss.
County of DuPage }

On September 20, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025

Sinem Nava, Notary Public

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

Commission No. 859777

Inst. # 2723830
Bk: 3025 Pg: 447 Pages: 1 of 40
Recorded on:11/2/2018 10:15 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $341.50

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2371-2018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "COMMERCIAL" TO "LOW DENSITY RESIDENTIAL" FOR A 15.2 ACRE PORTION OF A 19.3 ACRE PARCEL ANNEXED BY ORDINANCE NO. 1560-97, OWNED BY E. CLARK GIBSON, LOCATED ON THE SOUTH WEST CORNER OF NW JENSEN BEACH BLVD AND NW GREEN RIVER PARKWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; AND FURTHER PROVIDING THAT SAID LANDS SHALL CONCURRENTLY BE REZONED FROM "CPUD" TO "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; ESTABLISHING THE OSPREY PRESERVE RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) CONSISTING OF EIGHTY SIX (86) ATTACHED HOMES AND ONE (1) SINGLE FAMILY HOME; APPROVING A MASTER DEVELOPMENT PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTANT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by E. Clark Gibson Trustee, for a 15.2 acre portion of the 19.30 annexation parcel of land located on the south west corner of NW Jensen Beach Blvd. and NW Green River Parkway; and

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

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for land use and zoning designations, and has also considered the recommendation of the City staff.

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

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

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

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

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for construction of amenities 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 the development conditions, and shall supplement any earlier approvals:

a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido & Associates, dated 02.19.18, last revised on 10.02.18.**
b. **The ALTA/NSPS Land Title Survey – Osprey Preserve, by Associated Land Surveyors, Inc, dated 10.30.17.**
c. **The Landscape Plans, Sheet 1 of 5, prepared by Lucido & Associates, dated 02.20.18, and resubmitted on 10.10.18.**
d. **The Tree Preservation Plan, Sheet 2 of 5, prepared by Lucido & Associates, dated 02.20.18, last resubmitted on 10.10.18.**
e. **Architectural Floor Plans and Elevations for Osprey Preserve, Sht. P-7, First & Second Floor Plan, Front & Rear Elevations #4, 5 & 6, by Kelly & Kelly Architects, Dated February 16, 2018.**
f. **Preserve Area Management Plan by EW Consultants, Inc. dated June 2018.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall be established as "Low Density Residential". This ordinance may not become effective until 31 days after adoption. If challenged within 30 days after adoption, this ordinance may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted large scale land use amendment is in compliance as defined in s. 163.3184(1)(b).

SECTION 4: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development subject to the appeal period stated in Section 2, above.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

PASSED on First Reading this 14th day of May, 2018.

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

	YES	NO	ABSENT	ABSTAIN
KELLI GLASS LEIGHTON, MAYOR	Y			
BECKY BRUNER, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			
MIKE MEIER, COMMISSIONER	Y			

ADOPTED on second and final reading this 22ND day of October, 2018.

ATTEST:

MARY R. KINDEL
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

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

_____

Print Name: Grisel Alvarado

_____

Print Name: Tom Reuter

E. Clark Gibson as Trustee

By: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 26th day of Oct., 2018, by E. Clark Gibson as Trustee,

Darcee M Pilarski

Notary Public, State of Florida

My Commission Expires: 07/18/2022

Notary Public State of Florida
Darcee M Pilarski
My Commission GG 239737
Expires 07/18/2022

Notary Seal

Personally Known _____ OR Produced Identification X

Type of Identification Produced FL DL

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this 30 day of October, 2018, by KELLI GLASS LEIGHTON, MAYOR , and Mary Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Vanessa Leyland

Notary Public, State of Florida

My Commission Expires:

Notary Public State of Florida
Vanessa Leyland
My Commission GG 158000
Expires 11/06/2021

Notary Seal

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A – LEGAL DESCRIPTION

Osprey Preserve

BEING A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING A PORTION OF LOTS 13, 14, 15, AND 16, BLOCK 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PINEAPPLE PLANTATION PLAT TWO, A P.U.D., AS RECORDED IN PLAT BOOK 14, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD (A 120 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 89°27'41" EAST, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD, FOR A DISTANCE OF 976.74 FEET TO A POINT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD, SOUTH 44°37'33" EAST, FOR A DISTANCE OF 42.44 FEET, TO A POINT ON THE WEST LINE OF A ROAD EASEMENT (100 FOOT WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 1963, PAGE 1423, MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°21'24" WEST ALONG SAID ROAD EASEMENT, FOR A DISTANCE OF 630.08 FEET TO A POINT ON A LINE THAT IS 660 FEET SOUTH OF, AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD; THENCE NORTH 89°27'41" WEST, DEPARTING SAID WEST LINE OF ROAD EASEMENT AND ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 1005.37 FEET TO A POINT ON THE EAST LINE OF PINEAPPLE PLANTATION PLAT TWO, A P.U.D., AS RECORDED IN PLAT BOOK 14, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 00°14' 17" EAST, ALONG SAID EAST LINE OF PINEAPPLE PLANTATION PLAT TWO, A P.U.D., FOR A DISTANCE OF 660.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Osprey Preserve RPUD project and use thereof shall comply with the following drawings:

    a. **The Master Site Plan, Sheet 1 of 1, prepared by Lucido & Associates, dated 02.19.18, last revised on 10.2.18.**
    b. **The ALTA/NSPS Land Title Survey – Osprey Preserve, by Associated Land Surveyors, Inc, dated 10.30.17.**
    c. **The Landscape Plans, Sheet 1 of 5, prepared by Lucido & Associates, dated 02.20.18, and resubmitted on 10.10.18.**
    d. **The Tree Preservation Plan, Sheet 2 of 5, prepared by Lucido & Associates, dated 02.20.18, last resubmitted on 10.10.18.**
    e. **Architectural Floor Plans and Elevations for Osprey Preserve, Sht. P-7, First & Second Floor Plan, Front & Rear Elevations #4, 5 & 6, by Kelly & Kelly Architects, Dated February 16, 2018.**
    f. **Preserve Area Management Plan by EW Consultants, Inc. dated June 2018.**

3. Any modifications to the Master RPUD 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 a public hearing.

4. Development of the Subject Property as a RPUD shall include an impervious area of not more than 2000 square feet per lot and no more than (60%) impervious coverage for an individual lot within the RPUD. The maximum building height within the RPUD shall be 2 stories or 30 feet. Height shall be measured from the lowest permissible finished first

floor elevation to the surface of a flat roof or to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

Landscaping

5. The common areas including the projects cabana and pool area shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

7. A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Open Space and Native Preserve Area

8. Open Space. Not less than 39% of the RPUD shall be open space as depicted on the Master Site Plan by Lucido and Associates as described in Exhibit C. Required open space may include native vegetation areas and landscape buffers between the CPUD and adjacent property; however, other required landscaping shall not count towards the open space requirement.

9. Excluding wetlands defined by the South Florida Water Management District, not less than 20% of the total development site shall remain as undeveloped and recreated native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation shall comply with the project's landscape plan, Shts. 1 of 4 & 2 of 4 by Lucido and Associates. The project shall adhere to the Preserve area mitigation and

monitoring plan prepared for Lucido & Associates and prepared by EW consultants dated February, 2018. The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring Plan and permanent maintenance will be the responsibility of the HOA.

Tree Mitigation

10. Except as follows, the project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

    a. Prior to any development activities, in addition to the preserve area maintenance plan required herein, the developer shall provide a benchmark exhibit, acceptable to the city, prepared by the developer's environmental professional, accurately depicting the site's upland preserve areas in their final configuration, including existing and added plant materials as called for in the PAMP. This exhibit shall not include any materials planted in the preserve area for the purposes of tree mitigation.

    b. In the event the developer proposes to meet any or all of the tree mitigation requirements of section 5.05.02 by planting within the upland preserve areas, the developer shall provide an additional exhibit, acceptable to the city, depicting the planted materials shown on the benchmark exhibit required above as well as any additional planting materials proposed for the purpose of tree mitigation. This exhibit shall include the environmental professional's certification that the addition of supplemental plantings for the purpose of tree mitigation does not compromise the environmental integrity, or sustainability of the site's preserve areas. This exhibit shall be made a part of the PAMP for the purpose of perpetual maintenance as called for therein.

    c. In the event the developer chooses to address tree mitigation by planting in the project's preserve area or elsewhere on the site, the following shall occur: For plantings in the preserve area and upland transition zone at the lake, not less than

85% shall consist of Pines trees or shrubs (Wax Myrtle, Green Button wood and Cocoplum) and 15% Palms (Minimum 14 feet).

d. The developer shall provide an affidavit of spending, including receipts, prior to certificate of occupancy.

e. Prior to Site Plan approval, the applicant shall provide replacement fund a check in the amount of $18,000 to be deposited in the City's Tree Fund account.

Prior to Issuance of Site Permits

11. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

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

13. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

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

Development and Construction

15. The Developer shall construct the project's infrastructure in one phase and is required to control the sales of lots in blocks and will create a lot sales and construction plan which shall be provided to the City's Development Department for review and approval prior to application for the first building permit.

16. The Developer shall install landscaping (and gate if proposed) at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a

residential unit. The entry gate (if applicable) shall be made operational prior to issuance of the third certificate of occupancy.

17. The proposed cabana and pool landscaping shall be completed before the certificate of occupancy has been issued for the 10th residential unit or within 12 months from the start of any development activity.

18. The developer shall follow the guidelines for eradication of nuisance and exotic vegetation for both wetland and upland preserve areas as described in the Wetland Maintenance and Monitoring Plan by EW Consultants, Inc. dated February 2018 and be completed and inspected prior the first building permit is issued.

19. The property owner shall provide easements for licensed television services. Preserve area easements shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.

20. The projects proposed drainage outfall to Green River Pkwy shall have Martin County approval before any developmental activity on the site occurs.

21. Water and Sewer Services shall be provided by Martin County Utilities. Additionally the development shall use reclaimed water (Purple Pipe) for watering common areas and make available to individual lots if made available by Martin County.

22. The Developer shall provide a decorative aluminum fence on lots with a retaining wall acceptable to the Development Department.

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

24. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

25. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

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

27. The projects turn lanes as described on the project's Master Site plan shall be completed before the first certificate of occupancyis issued.

28. The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas/wetlands, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". The proposed dry retention shall have native grasses along the edges of the retention area are to become part of the stormwater filtration process.

29. The developer shall construct a minimum 8' wide sidewalk along the projects frontage on Green River Parkway and connect with the existing sidewalk on Jensen Beach Boulevard.

30. Temporary or freestanding storage units are prohibited on the property once construction is complete.

31. The installation of a Knox key switch to operate the gate (if applicable)is required for City of Stuart fire rescue and Martin County Fire Rescue and the gate codes are to be posted with the City's Police Department.

32. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines, and private road shall be reviewed approved by the city's public works department and the city's engineering consultant prior to permitting. Specifically,

    a. Private Road & R.O.W. including pedestrian sidewalk

    b. Proposed Lake

    c. Dry Detention Area

    d. Cabana and Pool

    e. Existing wetland and Upland Preserve

Setbacks

33. The minimum building setbacks for the development shall be:

Front = 20'

Side Corner = 14'

Side = 5'

Rear = 15'

Signage

34. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit

Development. The development's monument sign shall adhere to the City of Stuart Land Development Code.

Platting- HOA Requirements & Future Amendments

35. Plat approval per Section 11.01.06.1 shall occur prior to any future development permit for any development activity, no permit for development including site work and infrastructure, shall be issued by the City unless and until a plat has been approved by the City Commission and recorded in the public records.

36. The PUD may be conveyed to 87 separate home owners (two per lot), with the exception of lot 55 (a single family residence) without further amendment to this Ordinance. Prior to application for any development, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features.

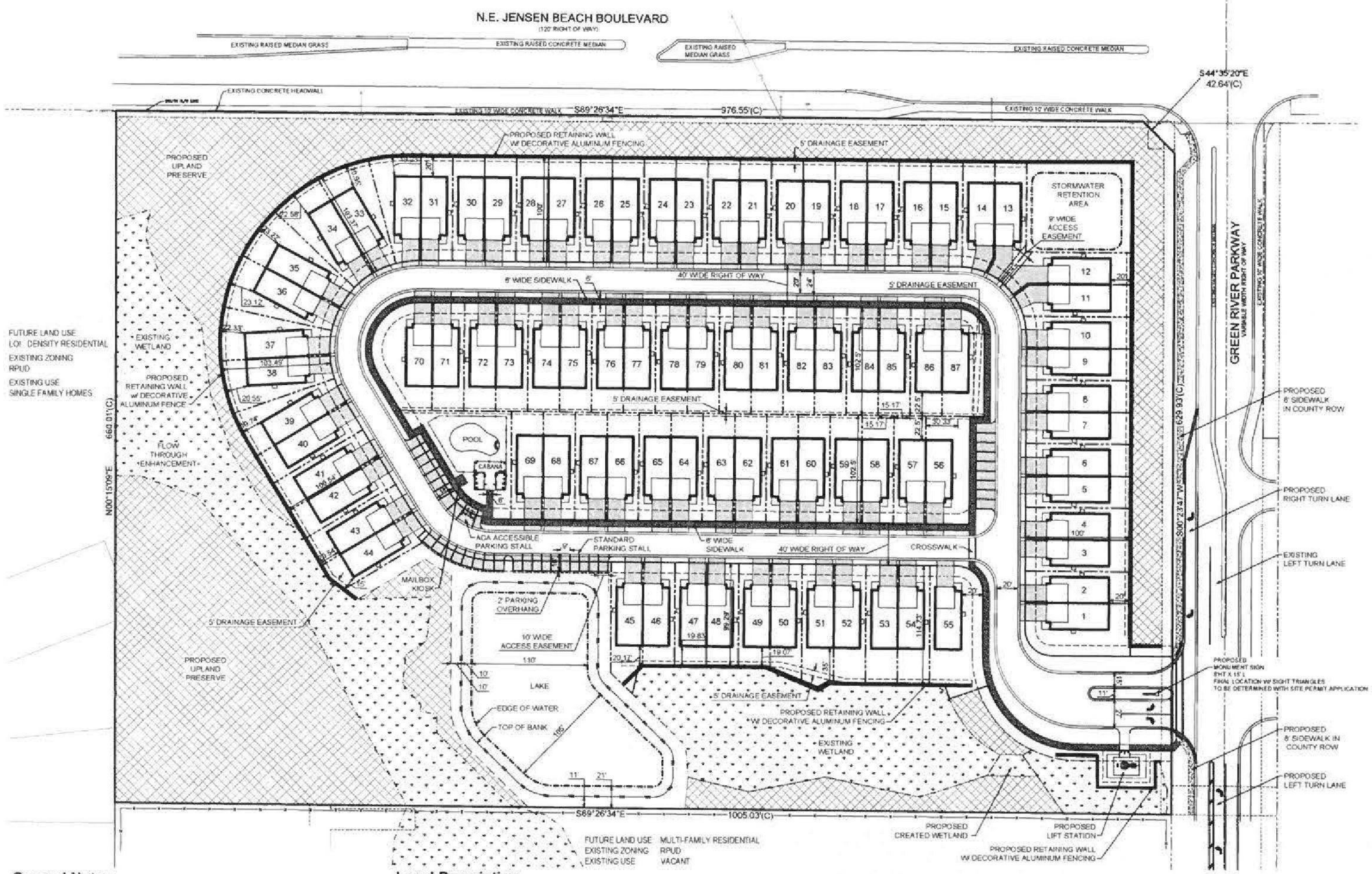
37. If there are any encroachments in to the preserve area a notice of violation shall be issued to the developer or Home Owners Association which will be responsible for remedying the violation.

38. Any applications to amend this Ordinance shall be limited to the developer or the Home Owners Association.

39. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the owners. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owners.

Land Contribution

40. The owner of the property shall contribute 1.78 acres of land just south of Jensen Beach Blvd. and adjacent to Green River Parkway to the City and with terms acceptable to the City Attorney prior to any site or building permits being released.



General Notes:

- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- This project shall be completed in one phase.
- Refer to Construction Drawings for location of traffic control devices.
- The applicant will request in writing, prior to any land clearing, that a field inspection be performed to determine if barricades have been properly installed on the site.
- During construction activities, existing native vegetation to be preserved (if any) shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust, noise and air pollution. Barricades shall be used on site to preserve the vegetation to be used for this purpose.
- All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
- The property owner shall be required to provide adequate easements to ensure non-exclusive access to duly licensed cable television services to persons residing in this development. The easement shall specifically provide for the use by the franchised cable television system.
- The roads shown hereon are private roads that will be owned and maintained by the homeowners association.
- Finished Floor Elevations 'FFE' are NAVD 88.
- The proposed drainage outfall is Green River Parkway which is a Martin County roadway and therefore requires County approval.
- Water and sewer service shall be provided by Martin County Utilities.
- Model home site and model home landscape plan shall be provided to the City for approval as part of the site development application.
- A 4' decorative black aluminum fence shall be provided by the developer on lots with a proposed retaining wall taller than 30".
- Any fence installed by a resident shall be a maximum height of 4' and match the developer installed fencing. Only the rear yard and up to 15' of the side-yard shall be fenced.
- No building additions or habitable accessory structures shall be allowed per the RPUD.
- The developer and the POA shall allow the City of Stuart to change the land use of all designated preserve areas to conservation in the future.
- Reference engineering construction plans for final building finished floor elevations.

Legal Description

BEING A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING A PORTION OF LOTS 13, 14, 15, AND 16, BLOCK 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PINEAPPLE PLANTATION PLAT TWO, A P.U.D., AS RECORDED IN PLAT BOOK 14, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD (A 120 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 89°27'41" EAST, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD, FOR A DISTANCE OF 976.74 FEET TO A POINT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD, SOUTH 44°37'33" EAST, FOR A DISTANCE OF 42.44 FEET, TO A POINT ON THE WEST LINE OF A ROAD EASEMENT (100 FOOT WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 1963, PAGE 1423, MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°21'24" WEST ALONG SAID ROAD EASEMENT, FOR A DISTANCE OF 630.06 FEET TO A POINT ON A LINE THAT IS 660 FEET SOUTH OF, AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF JENSEN BEACH BOULEVARD; THENCE NORTH 89°27'41" WEST, DEPARTING SAID WEST LINE OF ROAD EASEMENT AND ALONG SAID PARALLEL LINE, FOR A DISTANCE OF 1005.37 FEET TO A POINT ON THE EAST LINE OF PINEAPPLE PLANTATION PLAT TWO, A P.U.D., AS RECORDED IN PLAT BOOK 14, PAGE 26, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 00°14'17" EAST, ALONG SAID EAST LINE OF PINEAPPLE PLANTATION PLAT TWO, A P.U.D., FOR A DISTANCE OF 660.01 FEET TO THE POINT OF BEGINNING.

Amenity Completion Schedule

1. Entry gate and entry landscape shall be completed prior to the issuance of the first certificate of occupancy for a residential unit.
2. Proposed recreational area, recreational area landscape, recreational sidewalk shall be constructed within 24 months of the first certificate of occupancy for a residential unit.
4. All infrastructure including the on and off-site sidewalks shall be completed in a single phase prior to the issuance of the first certificate of occupancy.



Construction Sign Detail

Not to Scale

Parking Calculations

Required Parking	174 Spaces
86 Duplex Homes @ 2 Spaces per Unit	172 Spaces
1 Single Family Home @ 2 Spaces per Unit	2 Spaces
Provided Parking	211 Spaces
Minimum 2 Car Garage	174 Spaces
Additional Onstreet Parking	37 Spaces

Preserve Area Calculation

Total Site Area:	15.23 ac
Total Predevelopment Wetland Area:	3.12 ac
Total Predevelopment Upland Area:	12.11 ac
Upland Preserve Area Required (25%):	3.03 ac
Upland Preserve Area Provided:	3.30 ac

Open Space Calculation

Minimum Open Space Required (30%):	4.57 ac
Minimum Open Space Provided:	7.19 ac
Right of Way	0.35 ac
Lot Area	2.54 ac
Upland Preserve	3.30 ac
Dry Retention	0.14 ac
Common Area	0.86 ac
Total	7.19 ac

Building and Lot Data

Product Type:	Duplex & Single Family Homes
Maximum Height:	2 Stories or 30 ft
Minimum Lot Size:	2,850 sf
Minimum Parking:	2 Spaces per unit
Maximum Impervious per lot:	2,000 sf
Minimum Building Setbacks:	
Front	20'
Side Corner	15'
Side	5'
Rear	15'

Net Density Calculation

Upland Preserve:	143,622 sf	3.30 ac
Wetland Preserve:	77,594 sf	1.78 ac
Developed Area:	442,203 sf	10.15 ac
Total Area	663,419 sf	15.23 ac

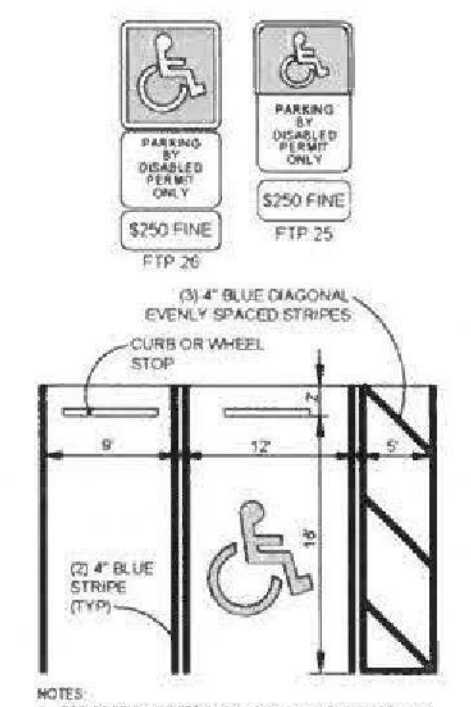
Net Density: 87 units / 10.15 acres = 8.57 upa
Maximum Net Density Allowed: (Duplex Units) 11.62 upa

Building Coverage Calculation

Total Site Area:	663,419 sf
Maximum Building Coverage (30%):	199,026 sf
Typical Unit:	1,497 sf
Total Unit Coverage (87 units):	130,239 sf
Pool Cabana:	810 sf
Proposed Building Coverage (20%):	131,049 sf

Site Data:

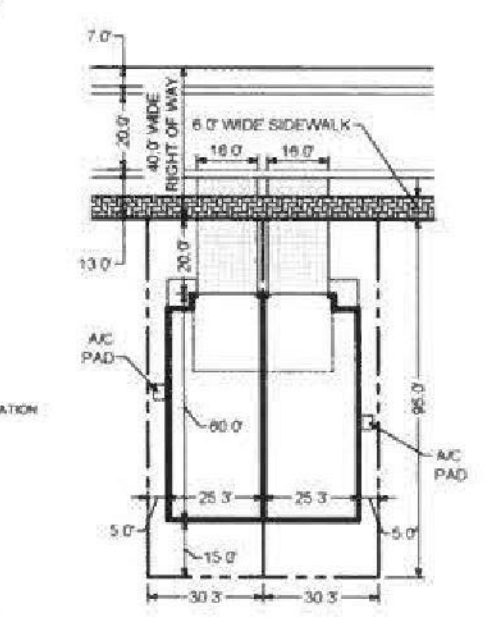
Existing Future Land Use:		Commercial
Existing Zoning:		CPUD
Proposed Future Land Use:		Low Density
Proposed Zoning:		RPUD
Parcel I.D. Number:		20-37-41-004-001-00131-0
Total Units:		87 Units
Gross Density:		5.71 DU/Ac.
Net Density:		8.57 DU/Ac.
Minimum Open Space:		30%
Total Area:	663,419 sf	15.23 ac.
Impervious Area:	248,894 sf	5.71 ac. (37%)
Right of Way	88,626 sf	1.58 ac
Lot Area	174,000 sf	3.99 ac
Common Areas	6,268 sf	0.14 ac
Pervious Area	414,525 sf	9.52 ac. (63%)
Right of Way	15,282 sf	0.35 ac
Lot Area	110,777 sf	2.54 ac
Wetland	77,594 sf	1.78 ac
Created Wetland	887 sf	0.02 ac
Upland Preserve	143,622 sf	3.30 ac
Lake	22,915 sf	0.53 ac
Dry Retention	6,100 sf	0.14 ac
Common Areas	37,548 sf	0.86 ac



NOTES:
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 26 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

Standard / Handicap Parking Space Detail

Not to Scale

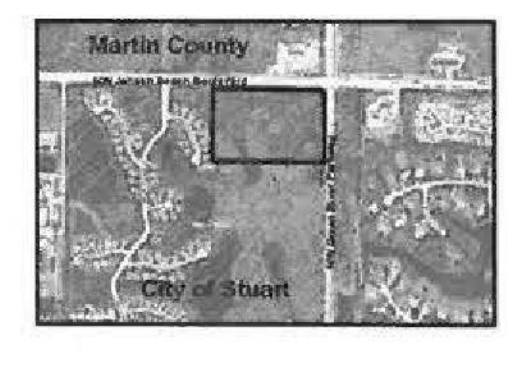


Typical Lot Detail

Not to Scale

lucido & associates

Key / Location



N.T.S.

Project Team

Applicant:	Schickedanz Brothers, Ltd. 7711 N. Military Trail - Suite 212 Palm Beach Gardens, FL 33410
Land Planner / Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 8526 S. Kanner Hwy #238 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Milcor Group, Inc. 8526 S. Kanner Hwy #238 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1000 SE Monterey Commons Blvd. Suite 208 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Master Site Plan

Date	By	Description
2-19-18	SS	Initial Submittal
3-28-18	SS	1st Resubmittal
4-18-18	SS	Net Density
10-02-18	SS	2nd Reading

NORTH

SCALE: 1" = 50'
0 25' 50' 100'

REG. # 1018
Thomas P. Lucido

Designer	S.L.S.
Manager	D.F.
Project Number	17-546
Municipal Number	
Computer File	Osprey Preserve - Master Site Plan - City of Stuart.dwg

Sheet
1 of 1

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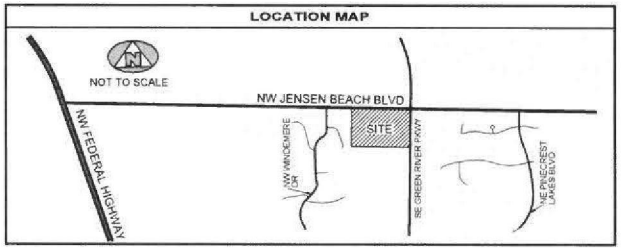
LOCATION MAP



LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING A PORTION OF LOTS 13, 14, 15 AND 16, BLOCK 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 15.22 ACRES, OR 662,983 SQUARE FEET, MORE OR LESS.

TITLE NOTES

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B-II OF TITLE COMMITMENT BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, HAVING COMMITMENT NUMBER: 503221, ISSUING OFFICE FILE NUMBER: 5618.3, ISSUING AGENT: GARY, DYTRYCH, & RYAN, P.A., AND A COMMITMENT DATE OF: SEPTEMBER 27, 2017 @ 11:00 PM. THE DETERMINATION OF THE EFFECT ON THE SUBJECT PARCEL IS NOTED IN BOLD.

6. All matters contained on the Plat of Saint Lucie Gardens, as recorded in Plat Book 1, Page 35, Public Records of St. Lucie (now Martin) County, Florida. **DOES NOT AFFECT THE SUBJECT PROPERTY**

7. Easement to Florida Power and Light Company recorded in O.R. Book 324, Page 307, Public Records of Martin County, Florida. **AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON**

8. Terms and conditions contained in that Grant of Access and Related Easements by and between E. Clark Gibson, Individually and as Trustee and Gables at Stuart LLC, a Florida limited liability company for access and utility easements recorded in O.R. Book 1963, Page 1423, Public Records of Martin County, Florida. **AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON**

9. Terms and conditions contained in that Sign Monument, Landscaping, Irrigation and Utility Easement by and between E. Clark Gibson, Individually and as Trustee and Gables at Stuart LLC, a Florida limited liability company, recorded in O.R. Book 1963, Page 1444, Public Records of Martin County, Florida. **AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON**

10. Terms and conditions contained in that Drainage Easement Agreement by and between Gables at Stuart LLC, a Florida limited liability company and E. Clark Gibson, Individually and as Trustee, for the construction, installation and maintenance of drainage facilities recorded in O.R. Book 1963, Page 1457, Public Records of Martin County, Florida. **AFFECTS THE ENTIRE SUBJECT PROPERTY AS A BENEFIT; NOT A BURDEN (BLANKET; NOT PLOTTABLE)**

11. Terms and conditions contained in that Agreement by and between E. Clark Gibson, as Trustee and Pinecrest Lakes, Inc and Pinecrest Lakes Property Owners Association, Inc. in regard to the excavation and improvement of drainage ditches and culverts as contained in instrument recorded in O.R. Book 1981, Page 748, Public Records of Martin County, Florida. **AFFECTS THE ENTIRE SUBJECT PROPERTY AS A BENEFIT; NOT A BURDEN (BLANKET; NOT PLOTTABLE)**

12. Slope Easement contained in Stipulated Order of Taking and Final Judgment recorded in O.R. Book 2409, Page 1650, Public Records of Martin County, Florida, Resolution No. 09-7.11 of the Board of County Commissioners of Martin County authorizing land exchange between Martin County and E. Clark Gibson recorded in O.R. Book 2409, Page 505, Public Records of Martin County, Florida. **AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON**

NOTES AND LEGEND

- ⊛ P/C = 5/8" x 18" IRON REBAR AND CAP LB NO. 7344
- ● = CORNER NOT SET/FOUND
- OHP = OVERHEAD UTILITY LINE
- -○- = CONCRETE UTILITY POLE
- ○ = WOOD UTILITY POLE

(BB) = BASE BEARING
CL = CENTERLINE
CA = CENTRAL ANGLE
(D) = DEED DISTANCE/DIRECTION
I.R.C. = 5/8" CAPPED IRON ROD
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
R = RADIUS
R/W = RIGHT-OF-WAY
(S) = SURVEY DISTANCE/DIRECTION

1) (BB) DESIGNATES THE BASE BEARING FOR THIS SURVEY AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
2) NO BELOW GROUND IMPROVEMENTS/STRUCTURES, IF ANY, HAVE BEEN LOCATED.
3) ALL DATES SHOWN WITHIN THE REVISIONS BLOCK HEREON ARE FOR INTER-OFFICE/ FILING USE ONLY, AND IN NO WAY AFFECT THE DATE OF FIELD SURVEY AS STATED IN THE CERTIFICATION BLOCK HEREON.
4) THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X, AS SHOWN ON F.I.R.M. MAP NUMBER 12085C0320, MAP REVISED MARCH 18, 2013.

CERTIFICATION

THIS SURVEY IS MADE FOR THE BENEFIT OF: SFPG, LP, A FLORIDA LIMITED PARTNERSHIP; GARY, DYTRYCH & RYAN, P.A.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.

DATE OF FIELD SURVEY: 10/30/2017 BY: Stephen L. Shirley

STEPHEN L. SHIRLEY, P.S.M. 7016

REPRODUCTIONS OF THIS SURVEY REPORT AND MAP ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

NOTICE:

THIS SURVEY IS CERTIFIED ONLY TO THE ENTITIES SHOWN HEREON FOR ALTA/NSPS LAND TITLE SURVEY PURPOSES. THIS SURVEY DOCUMENT, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSED AND CLIENT FOR WHICH IT WAS PREPARED. REUSE AND RELIANCE OF THIS DOCUMENT FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY ASSOCIATED LAND SURVEYORS, INC. SHALL BE WITHOUT LIABILITY TO ASSOCIATED LAND SURVEYORS, INC.

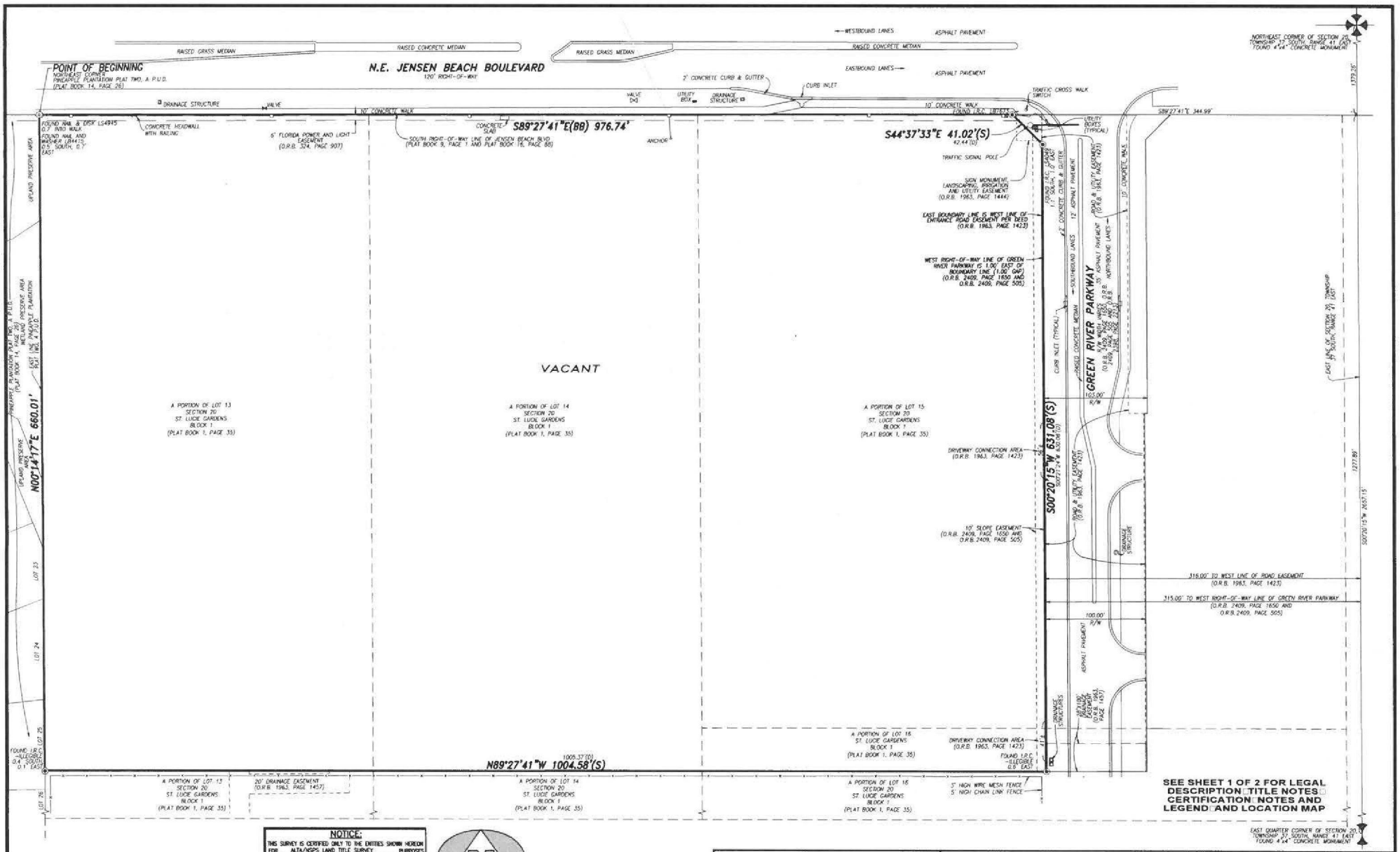
ASSOCIATED LAND SURVEYORS, INC.
4152 W. BLUE HERON BLVD. SUITE 121
RIVIERA BEACH, FLORIDA 33404
PHONE: (561) 841-1212 FAX: (561) 844-8851
LB NO. 7344 EMAIL: als@alssurvey.net

REVISIONS

DATE	DESCRIPTION	BY
10/30/2017	ALTA SURVEY	BLS

ALTA/NSPS LAND TITLE SURVEY
OSPREY PRESERVE

DWN: BLS	FB/PG	DATE: 10/30/2017	W.O.: P1706
CKD:	FILE: P1706-BNDY	SCALE: 1" = 40'	SHEET: 1 OF 2



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, TITLE NOTES, CERTIFICATION, NOTES AND LEGEND, AND LOCATION MAP

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GRAPHIC SCALE (IN FEET)
0 20' 40' 80'

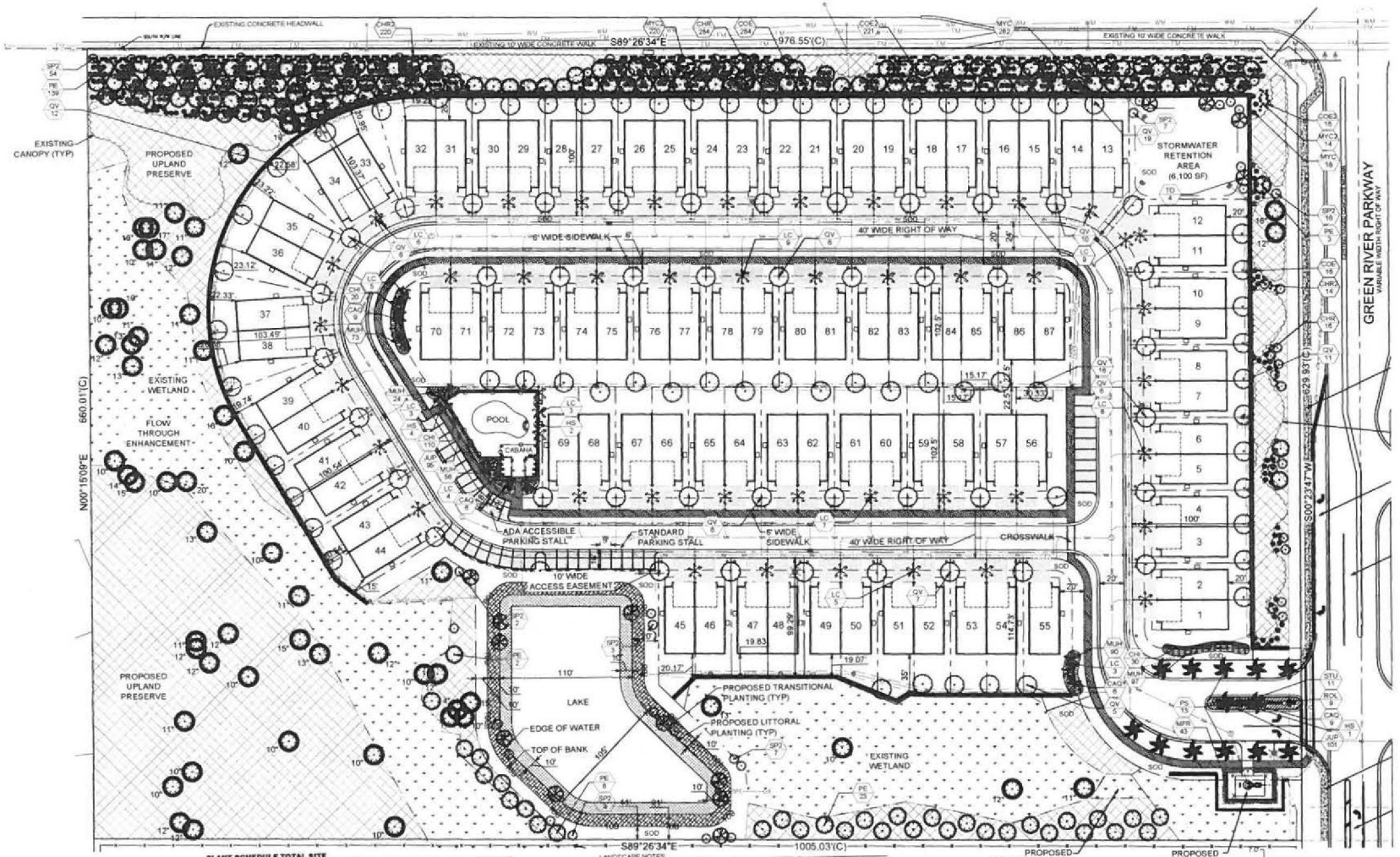
REVISIONS

DATE	DESCRIPTION	BY
10/30/2017	ALTA SURVEY	BLS

ASSOCIATED LAND SURVEYORS INC
4152 W. BLUE HERON BLVD. SUITE 121
RIVIERA BEACH, FLORIDA 33404
PHONE: (561) 841-2112 FAX: (561) 844-8588
LB NO. 7344 EMAIL: als@alssurvey.net

ALTA/NSPS LAND TITLE SURVEY
OSPREY PRESERVE

DWN: BLS	FB/PG	DATE: 10/30/2017	W.O. P1706
CKD:	FILE: P1706-BNDY	SCALE: 1" = 40'	SHEET: 2 OF 2



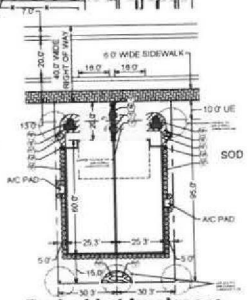
PLANT SCHEDULE TOTAL SITE

LANDSCAPE NOTES

IRRIGATION NOTES

Required Xeriscape Points

PLANT SCHEDULE TYPICAL LOT



Typical Lot Landscape
Not to Scale

lucido & associates

Key / Location:



N.T.S.

Project Team:

Applicant:	Schiesswanz Brothers, Ltd. 7711 N. Military Trail - Suite 212 Palm Beach Gardens, FL 33410
Land Planner / Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Milcor Group, Inc. 8526 S. Kanner Hwy #236 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Milcor Group, Inc. 8526 S. Kanner Hwy #236 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1000 SE Monterey Commons Blvd Suite 200 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Landscape Plan

Date	By	Description
02.20.18	BW	Initial Submittal
03.28.18	BW	1st Resubmittal
10.03.18	BW	2nd Reading
10.10.18	BW	2nd Resubmittal

NORTH

SCALE: 1" = 50'

0 25' 50' 100'

REG. # 1018
Thomas P. Lucido

Designer	BW	Sheet
Manager	DF	1 of 5
Project Number	14-570	
Municipal Number		
Computer File	Osprey Preserve - Landscape & Tree Preservation Plan.dwg	

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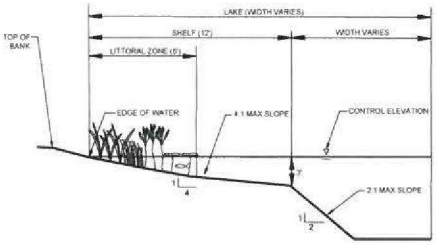
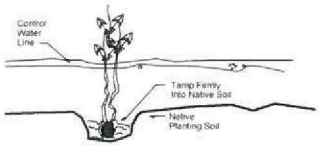


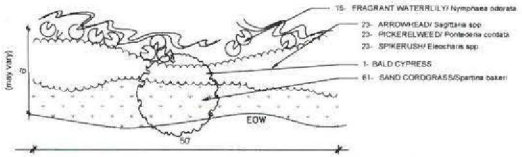
LITTORAL ZONE TYPICAL SECTION

N.T.S.



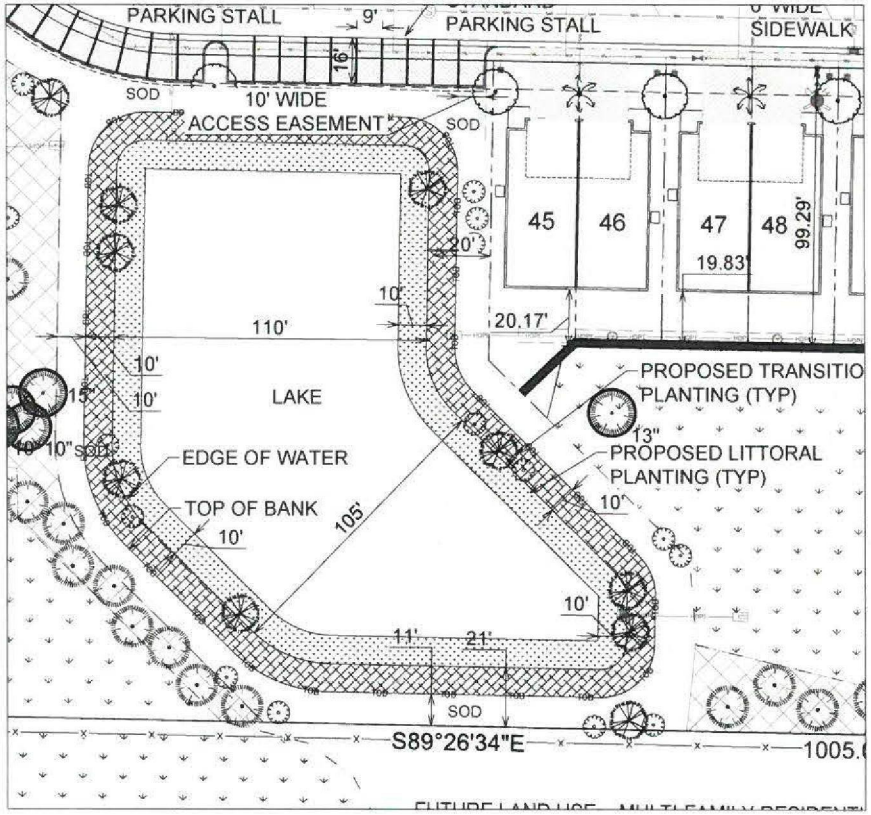
TYPICAL LITTORAL DETAIL

N.T.S.



TYPICAL 6'x50' SECTION - LITTORAL PLAN

N.T.S.



LITTORAL ZONE PLAN

SCALE: 1" = 20'

QTY	COMMON NAME	Botanical Name
21	FRAGRANT WATERLILY	Nymphaea odorata
32	ARROWHEAD	Sagittaria spp.
32	PICKERELWEED	Pontederia cordata
32	SPIKERUSH	Eleocharis interstincta
85	SAND CORDGRASS	Spartina bakeri

TYPICAL 10'x50' LITTORAL PLANT SCHEDULE

LITTORAL ZONE AREA CALCULATIONS

Lake Perimeter (Shoreline): **637 linear feet (lf)**

Provided littoral zone area (6 sf x 637 lf): 3,822 sf (0.09 ac.)

LITTORAL ZONE PLANT SCHEDULE TOTAL:

637 lf. shoreline / 50' typ. section = 13 (multiply x material in typical plant schedule above)

	COMMON NAME/Botanical Name	Specifications
273	FRAGRANT WATERLILY/Nymphaea odorata	24"root, BR, clean, free of weeds, 2' o.c., 2'-3' depth
416	ARROWHEAD/Sagittaria spp.	24"ht., BR, clean, free of weeds, 2' o.c., 6"-2' depth
416	PICKERELWEED/Pontederia cordata	24"ht., BR, clean, free of weeds, 2' o.c., 6"-2' depth
416	SPIKERUSH/Eleocharis interstincta	BR, clean,free of weeds, 2' o.c., 6"-18"depth
1105	SAND CORDGRASS/Spartina bakeri	4" liner, 2' o.c., shoreline-6" depth

PLANT SCHEDULE UPLAND TRANSITION PLANTINGS

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
SPO	4	Sabal palmetto*	Sabal Palm *	FG	18'-OT		HVY CAL, SP. MITIGATION TREE	Native
TD	8	Taxodium distichum	Bald Cypress	FG	14' HT	7' SPR	F, SP	Native

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
SPB2	1,738	Spartina bakeri	Sand Cordgrass	1G	12" OA		F	Native

Plantings to be coordinated with SFWMD Lake Maintenance Easement Permitting. The SFWMD may require a modification to the plant quantities, placement or quantities.

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Key / Location:



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Land Planner / Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
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Surveyor:	Associated Land Surveyors, Inc 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Mahor Group, Inc 6526 S. Kanner Hwy #234 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1300 SE Monterey Commons Blvd. Suite 206 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Lake Littoral Landscape Plan

Date	By	Description
02.20.18	BW	Initial Submittal
03.26.18	BW	1st Resubmittal
10.03.18	BW	2nd Reading
10.10.18	BW	2nd Resubmittal

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer: BW
Manager: DF
Project Number: 14-570
Municipal Number:
Computer File: Osprey Preserve - Landscape & Tree Preservation Plan.dwg

Sheet
2 of 5

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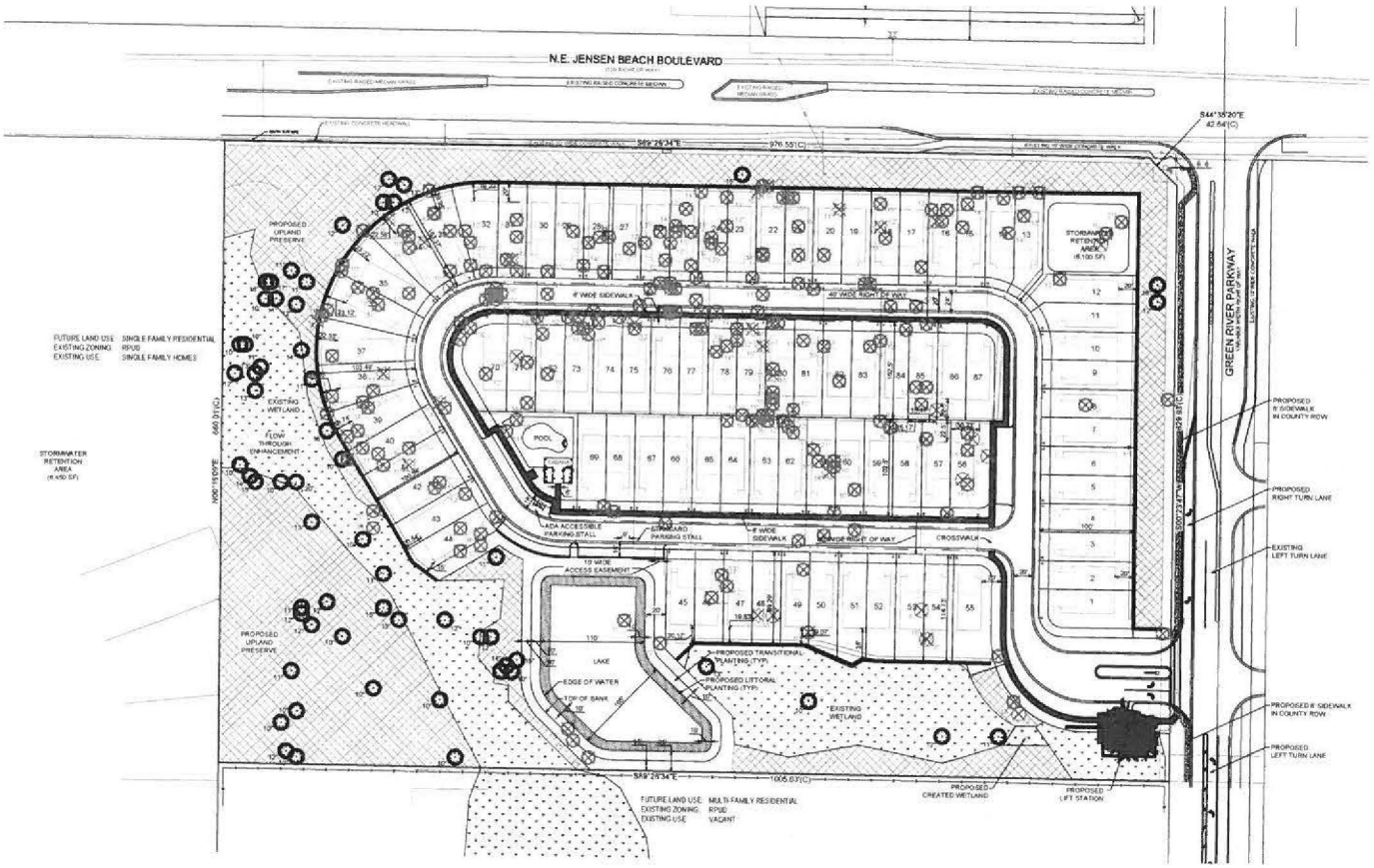

TREE MITIGATION DATA — OSPREY PRESERVE

	1. SLASH PINES	NUMBER	INCHES	2. HARDWOODS	NUMBER	INCHES
Trees Removed		222	2,677		14	128.5
Mitigation Required			401@			321.25
Mitigation Provided						
	Cabbage Palms (3:1), avg height: 18' (1)	167	2,008	Live Oak Trees (3")	108	324
	Extra Credit for Height of Palms	167x4	868			
	Wax Myrtle	300	300			
	Green Buttonwood	300	300			
	Coco Plum	300	300			
	Slash Pine (2.5")	176	440			
	TOTAL MITIGATION PROVIDED		4,016			

NOTES:
1. All live Oak trees to be planted on lots, at entrance, in recreation area
2. All slash pines to be planted in preserve areas — 142 in the JBB/GRP Preserve, the balance in other preserve or development area
3. Cabbage palms to be planted in JBB & GRP buffers/preserves (73 trees) - the remaining 93 on the lots (front yards, narrow strips between driveways), entrance areas and or recreation area
4. All understory plants (green buttonwood, wax myrtle, coco plum) to be planted in JBB & GRP preserves

RESTORATION & MITIGATION—JBB & GRP PRESERVES

	GREEN RIVER PARKWAY NUMBER	UNIT COST	TOTAL COST	JENSEN BEACH BLVD NUMBER	UNIT COST	TOTAL COST	TOTALS
Restoration Trees Required	1	$ 40	$ 40	42	$ 40	$ 1,680	$ 1,720
Restoration Understory Required	100	$ 20	$ 2,000	1565	$ 20	$ 31,300	$ 32,100
Restoration Ground Cover Required	300	$ 4	$ 1,200	4300	$ 4	$ 17,200	$ 18,400
SUB TOTAL RESTORATION REQUIRED			$ 3,240			$ 49,180	$ 52,220
Restoration Trees Planted (1)	0	$ 40	$ -	0	$ 40	$ -	$ -
Restoration Understory Planted (2)	44	$ 20	$ 880	661	$ 20	$ 13,220	$ 14,100
Restoration Ground Cover Planted (3)	300	$ 4	$ 1,200	4300	$ 4	$ 17,200	$ 18,400
SUB TOTAL RESTORATION PROVIDED			$ 2,080			$ 30,420	
Difference — Credit to City			$ 1,160			$ 18,560	$ 19,720

NOTES:
1) 1 Restoration Tree in GRP Preserve, and 42 Restoration Trees Required in JBB Preserve for Restoration, are replaced with Mitigation Trees
2) 56 Understory Plants in GRP Preserve, and 904 Understory Plants Required for Restoration of the JBB Preserve, are replaced with Mitigation Plants
3) All ground cover plants required for restoration are provided

Tree Mitigation Legend

- Existing Pine Tree to be Preserved
- Existing Pine Tree to be Removed
- Existing Dahoon Holly to be Preserved
- Existing Dahoon Holly to be Removed
- Existing Sabal Palm Tree to Remain
- Existing Sabal Palm Tree to be Removed

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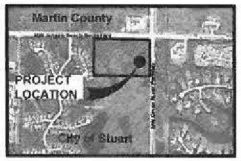
Key / Location:



N.T.S.

Project Team:

Applicant:	Schlesinger Brothers, Ltd. 7711 W. Military Trail - Suite 210 Palm Beach Gardens, FL 33410
Land Planner / Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Mitchell Group, Inc 8528 S. Kanner Hwy #238 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd., Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Mitchell Group, Inc 8528 S. Kanner Hwy #238 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1800 SE Monterey Commons Blvd. Suite 208 Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Tree Preservation Plan

Date	By	Description
02.20.18	BW	Initial Submittal
03.28.18	BW	1st Resubmittal
10.03.18	BW	2nd Reading
10.10.18	BW	2nd Resubmittal

NORTH

SCALE: 1" = 60'

0 30 60' 120

REG. # 1018
Thomas P. Lucido

Designer: BW
Manager: DF
Project Number: 17-548
Municipal Number:
Computer File: Osprey Preserve - Landscape & Tree Preservation Plan.dwg

Sheet **3 of 5**

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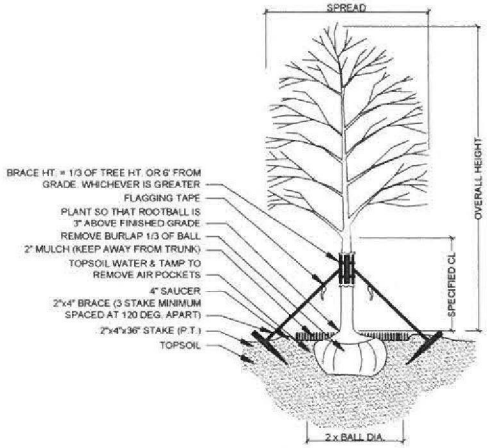
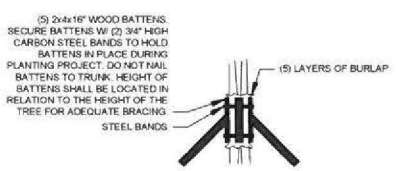


TREE PLANTING & STAKING

NOT TO SCALE

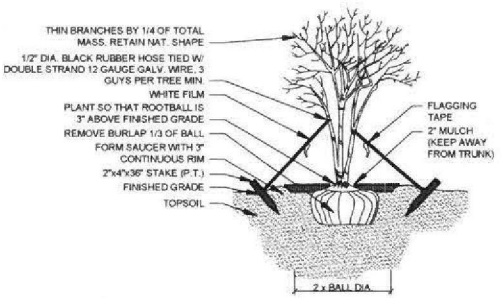


BRACING DETAIL

NOT TO SCALE

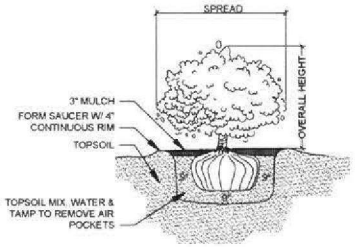
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



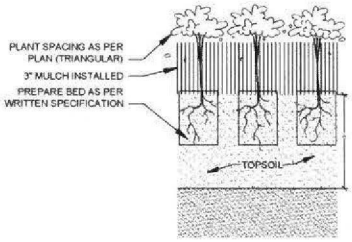
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



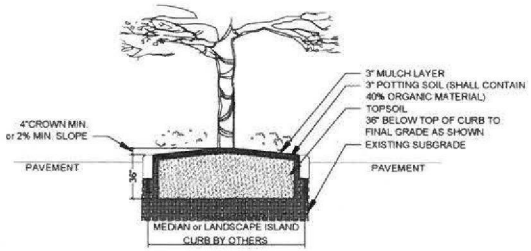
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

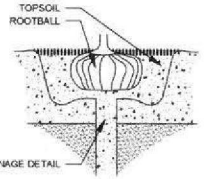


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY. SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

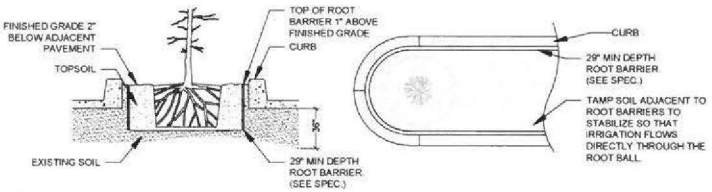
NOT TO SCALE

- "TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH"
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 1% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

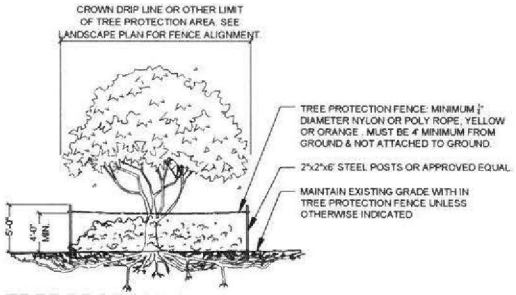
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT AND OR CURB.
2- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
3- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

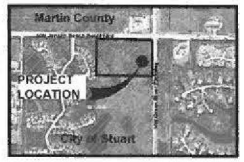
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

lucido & associates
701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100 Fax (772) 234-6059

Key / Location:



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Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Landscape Details

Date	By	Description
02.20.18	BW	Initial Submittal
03.28.18	BW	1st Resubmittal
10.03.18	BW	2nd Reading
10.10.18	BW	2nd Resubmittal

NORTH

SCALE: 1" = NA

0 0 0 0

REG. # 1018
Thomas P. Lucido

Designer	B.W.	Sheet
Manager	D.F.	4 of 5
Project Number	17-548	
Municipal Number		

Computer File: Osprey Preserve - Landscape & Tree Preservation Plan.dwg

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LANDSCAPE SPECIFICATIONS

PART 1 GENERAL CONDITIONS:

1.01 SCOPE
A The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS
A Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION
A The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS
A The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK
A The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY
A The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work; i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS
A The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner; should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE
A The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY
A It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.)

1.11 CONTRACTOR QUALIFICATION
A The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1 A financial statement showing assets and liabilities of the company current to date.
2 A listing of not less than (3) completed projects of similar scope and nature.
3 Permanent name and address of place of business.
4 The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING
A The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2 MARTERIALS

2.01 PLANT MATERIALS
A A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D All plant materials shall be nursery grown, unless otherwise noted. Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS
A Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B Plants with broken, damaged or insufficient rootballs will be rejected.

C All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A Trees moved by winch or crane shall be thoroughly protected from chain marks, girding or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 TOP SOIL
A Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from: subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B Landscape Area Preparation: The intent of this section is to ensure a healthy growing environment for all planting material in all **landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to** all definitions of **"Topsoil" (see Landscape Area Preparation Detail). In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting.** *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as **the top 3" layer of potting soil.**

Existing soils must meet all definitions of "Topsoil" as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the "Landscape Area Preparation" detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm each lab's soil collection and transmittal protocol, all costs if any shall be borne by the Contractor. Contractor shall **provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.**

2.07 FERTILIZER:
A Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container 1 tablet
3 gallon container 2 tablets
5 gallon container 3 tablets
7 gallon container 5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH
A Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING
A The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING
A Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING
A Planting shall take place during favorable weather conditions.

B The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J All flagging ribbon shall be removed from trees and shrubs before planting.

K Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING
A Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C Trees shall not be poled or topped.

D Remove all trimming from site.

3.05 GUYING
A All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C Stake & Brace all trees larger than 12' ca. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER
A Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD
A The Landscape Contractor shall sod all areas indicated on the drawings.

B It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders, to allow for building turf.

H If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING
A The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP
A The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE
A Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lightning, or hurricane force winds, until final acceptance.

D In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE
A Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

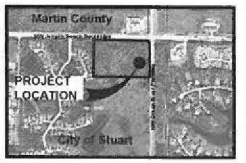
C All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship exclusive of the possible replacement of plants subject to guarantee.

E **All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications.** All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

lucido & associates
701 SE Ocean Blvd Stuart, Florida 34994 (772) 220-2100 Fax (772) 220-2205

Key / Location:



N.T.S.

Project Team:

Applicant: Schickedanz Brothers, Ltd.
7711 N. Military Trail - Suite 212
Palm Beach Gardens, FL 33410

Land Planner / Landscape Architect: Lucido & Associates
Land Planners & Landscape Architects
701 East Ocean Boulevard
Stuart, Florida 34994

Engineer: The Milcor Group, Inc.
6526 S. Kanner Hwy.
#236
Stuart, FL 34997

Surveyor: Associated Land Surveyors, Inc
4152 W. Blue Heron Blvd., Suite 121
Riviera Beach, FL 33404

Traffic Engineer: The Milcor Group, Inc.
6526 S. Kanner Hwy.
#236
Stuart, FL 34997

Environmental Consultant: EW Consultants
1000 SE Monterey Commons Blvd.
Suite 208
Stuart, Florida 34996

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Landscape Specifications

Date	By	Description
02.20.18	BW	Initial Submittal
03.28.18	BW	1st Resubmittal
10.03.18	BW	2nd Reading
10.10.18	BW	2nd Resubmittal

NORTH

SCALE: 1" = N/A

0 0 0 0

REG. # 1018
Thomas P. Lucido

Designer: B.W. Sheet
Manager: D.F. **5 of 5**
Project Number: 17.546
Municipal Number:
Computer File: Osprey Preserve - Landscape & Tree Preservation Plan.dwg

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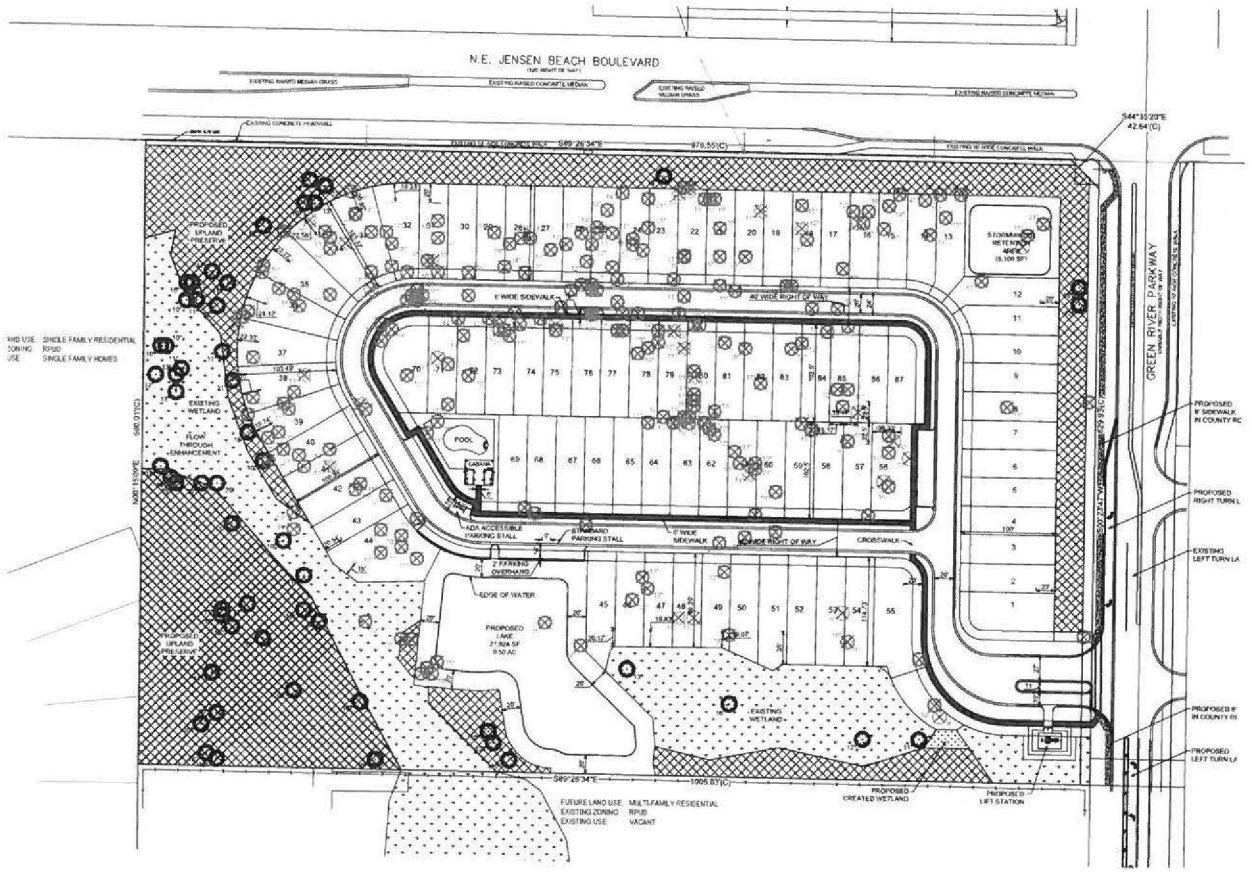


TREE MITIGATION DATA — OSPREY PRESERVE

1. SLASH PINES	NUMBER	INCHES	2. HARDWOODS	NUMBER	INCHES
Trees Removed	222	2,677		14	128.5
Mitigation Required		4016			321.25
Mitigation Provided					
Cabbage Palms (1:1), avg height 18' (1)	167	2,008	Live Oak Trees (3")	108	324
Extra Credit for Height of Palms	167x4	668			
Wax Myrtle	300	300			
Green Buttonwood	300	300			
Coco Plum	300	300			
Slash Pine (2.5")	176	440			
TOTAL MITIGATION PROVIDED		4,016			

NOTES:
1. All Live Oak trees to be planted on lots, at entrance, in recreation area
2. All slash pines to be planted in preserve areas -- 142 in the JBB/GRP Preserve, the balance in other preserve or development area
3. Cabbage palms to be planted in JBB & GRP buffers/preserves (70 trees); the remaining 97 on the lots (front yards, narrow strips between driveways), entrance areas and or recreation area
4. All understory plants (green buttonwood, wax myrtle, coco plum) to be planted in JBB & GRP preserves

RESTORATION & MITIGATION — JBB & GRP PRESERVES

GREEN RIVER PARKWAY	NUMBER	UNIT COST	TOTAL COST	JENSEN BEACH BLVD NUMBER	UNIT COST	TOTAL COST	TOTALS
Restoration Trees Required	1	$ 40	$ 40	42	$ 40	$ 1,680	$ 1,720
Restoration Understory Required	100	$ 20	$ 2,000	1505	$ 20	$ 30,100	$ 32,100
Restoration Ground Cover Required	300	$ 4	$ 1,200	4300	$ 4	$ 17,200	$ 18,400
SUB TOTAL RESTORATION REQUIRED			$ 3,240			$ 48,980	$ 52,220
Restoration Trees Planted (1)	0	$ 40	$ -	0	$ 40	$ -	$ -
Restoration Understory Planted (2)	44	$ 20	$ 880	661	$ 20	$ 13,220	$ 14,100
Restoration Ground Cover Planted (3)	300	$ 4	$ 1,200	4300	$ 4	$ 17,200	$ 18,400
SUB TOTAL RESTORATION PROVIDED			$ 2,080			$ 30,420	
Difference -- Credit to City			$ 1,160			$ 18,560	$ 19,720

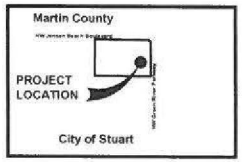
NOTES
1) 1 Restoration Tree in GRP Preserve, and 42 Restoration Trees Required in JBB Preserve for Restoration, are replaced with Mitigation Trees
2) 56 Understory Plants in GRP Preserve, and 944 Understory Plants Required for Restoration of the JBB Preserve, are replaced with Mitigation Plants
3) All ground cover plants required for restoration are provided

Tree Mitigation Legend

- Existing Pine Tree to be Preserved
- Existing Pine Tree to be Removed
- Existing Oahoon Holly to be Preserved
- Existing Oahoon Holly to be Removed
- Existing Sabal Palm Tree to Remain
- Existing Sabal Palm Tree to be Removed

lucido & associates
[illegible] (772) 220-2100 Fax (772) 220-2225

Key / Location:



N.T.S.

Project Team:

Applicant:	Schlotzsky Brothers, Ltd. 7711 N. Military Trail - Suite 212 Palm Beach Gardens, FL 33410
Land Planner / Landscape Architect:	Lucido & Associates Land Planners & Landscape Architects 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	The Mitchell Group, Inc. 3525 S. Kanner Hwy. #234 Stuart, FL 34997
Surveyor:	Associated Land Surveyors, Inc. 4152 W. Blue Heron Blvd. Suite 121 Riviera Beach, FL 33404
Traffic Engineer:	The Mitchell Group, Inc. 3525 S. Kanner Hwy. #234 Stuart, FL 34997
Environmental Consultant:	EW Consultants 1800 SE Monterey Commons Blvd. Suite 208 Stuart, Florida 34994

Osprey Preserve RPUD

City of Stuart, Martin County, Florida

Tree Preservation Plan

Date	By	Description
02.20.18	BW	Initial Submittal



REG. # 1018
Thomas P. Lucido

Designer: B.W.
Manager: D.P.
Project Number: 17-548
Municipal Number:
Computer File: Osprey Preserve - Landscape & Tree Preservation Plan.dwg

Sheet
2 of 2

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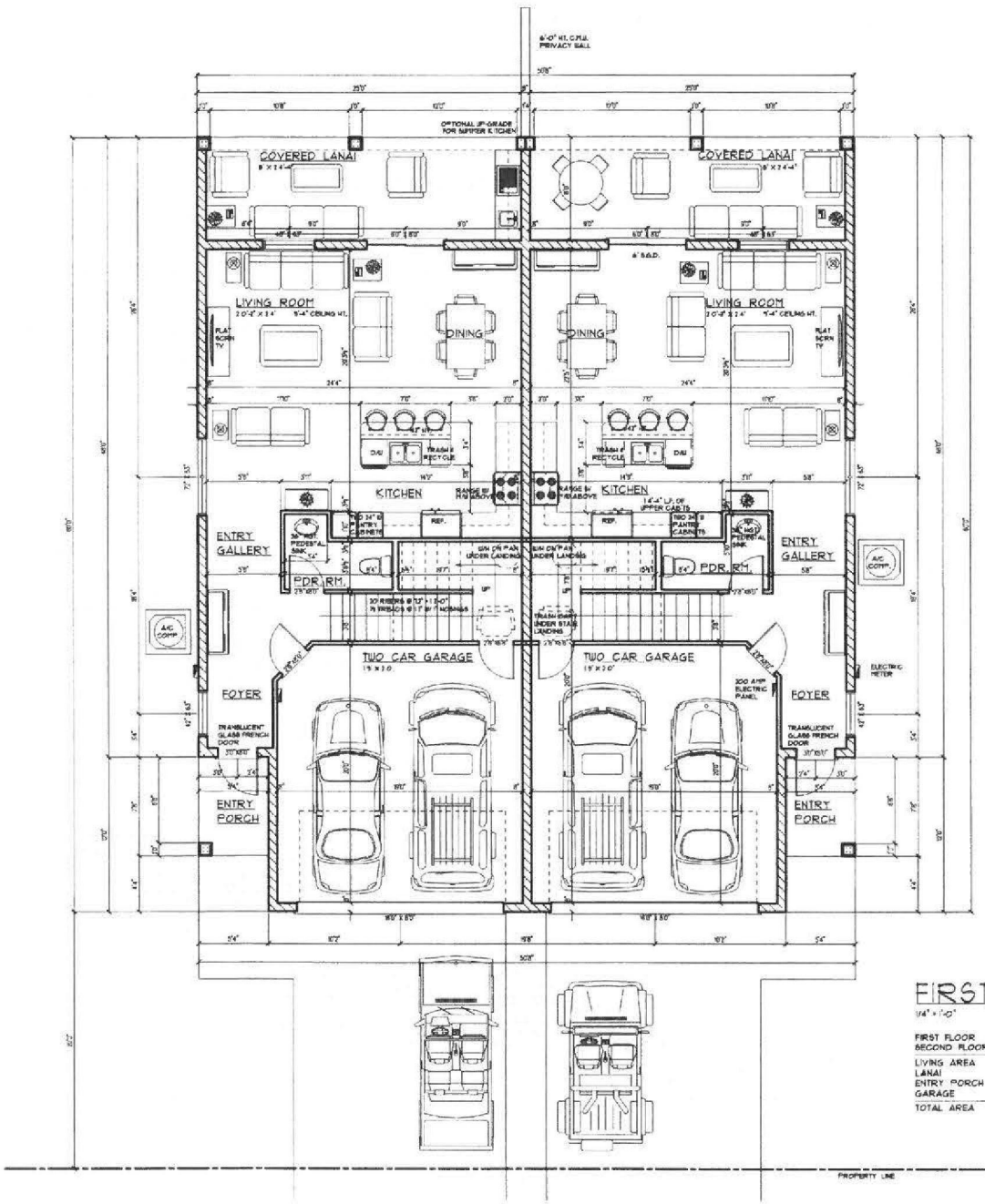

WALL LEGEND

- 8" CONCRETE WALL
- 2 X 4 INTERIOR FRAME WALL
- 2 X 6 INTERIOR FRAME WALL
- 2 X 6 EXTERIOR FRAME WALL

FIRST FLOOR PLAN

1/4" = 1'-0"

FIRST FLOOR	850
SECOND FLOOR	1496
LIVING AREA	1346
LANAI	202
ENTRY PORCH	42
GARAGE	404
TOTAL AREA	2994 SQ. FT.

PROPOSED DESIGN FOR

OSPREY PRESERVE

GREENRIVER PARKWAY MARTIN COUNTY, FLORIDA

KELLY & KELLY ARCHITECTS
710 S.W. 9TH STREET, STUART, FL. (772) 288-8483

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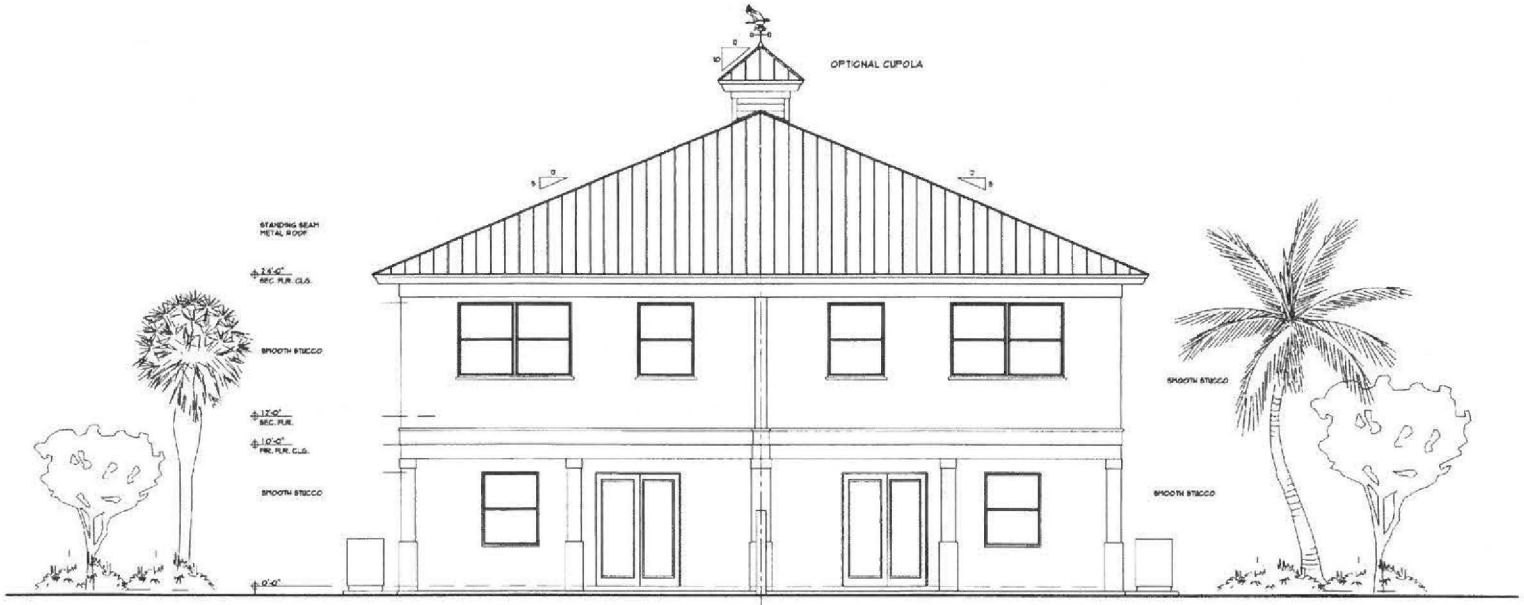

REAR ELEVATION

1/4" = 1'-0"



FRONT ELEVATION # FOUR

1/4" = 1'-0"

PROPOSED DESIGN FOR

OSPREY PRESERVE

GREENRIVER PARKWAY MARTIN COUNTY, FLORIDA

KELLY & KELLY ARCHITECTS

118 S. W. 6TH STREET, STUART, FL. (772) 333-2493

REVISIONS

17178

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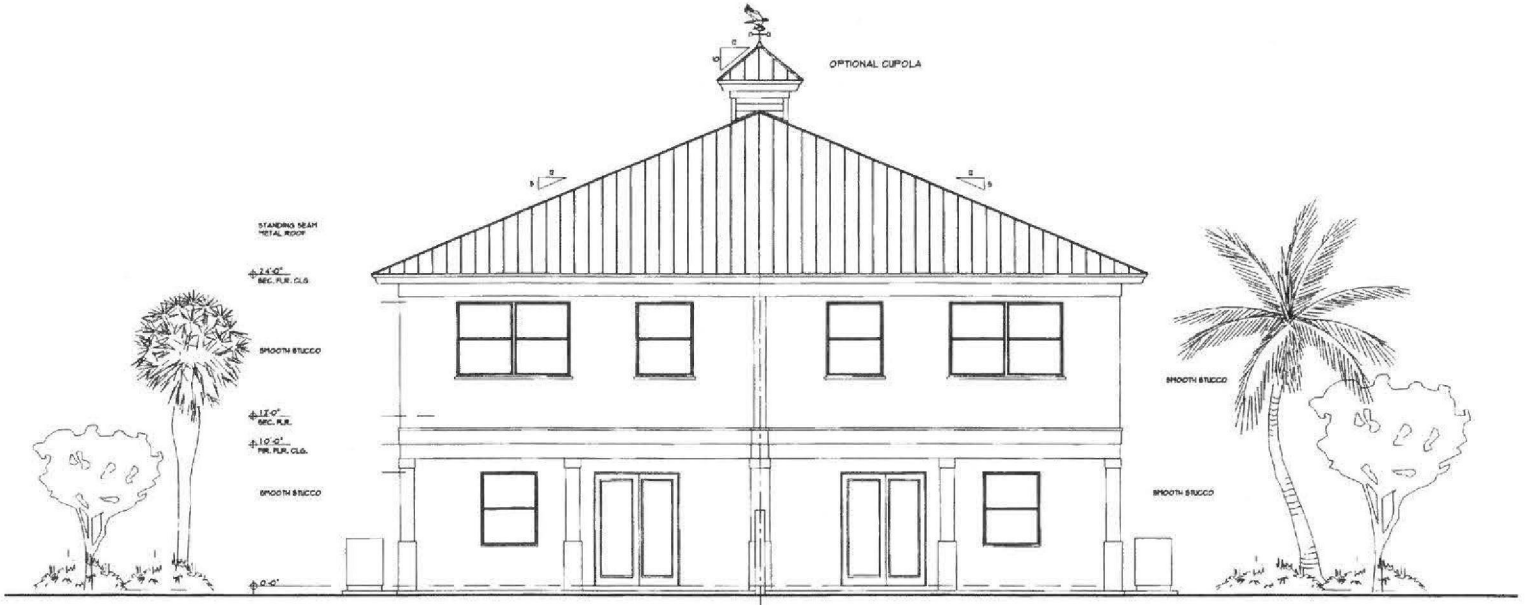
REG.# 8341



REAR ELEVATION
1/4" = 1'-0"



FRONT ELEVATION # FIVE
1/4" = 1'-0"

PROPOSED DESIGN FOR
OSPREY PRESERVE
GREENRIVER PARKWAY MARTIN COUNTY, FLORIDA

KELLY & KELLY ARCHITECTS
110 S. W. 6TH STREET, STUART, FL. (772) 283-3082

REVISIONS

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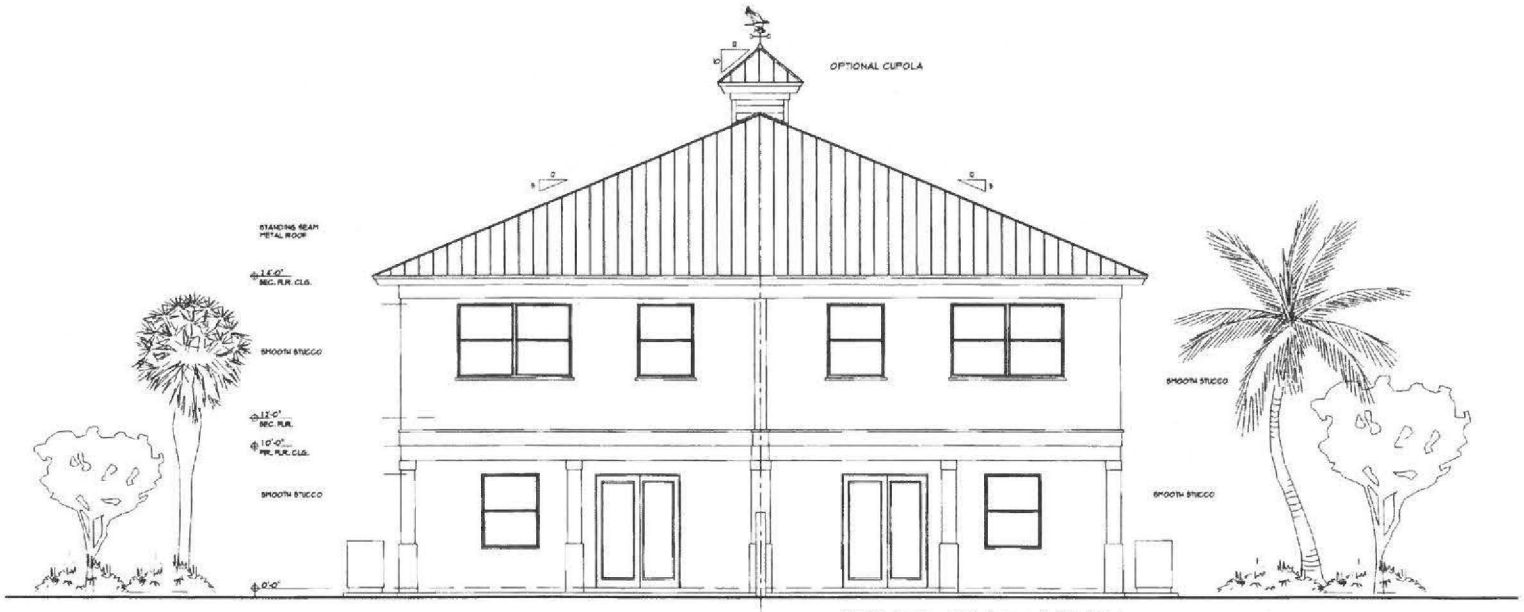
REG.# 8341



REAR ELEVATION
1/4" = 1'-0"



FRONT ELEVATION #SIX
1/4" = 1'-0"

PROPOSED DESIGN FOR
OSPREY PRESERVE
GREENRIVER PARKWAY MARTIN COUNTY, FLORIDA

KELLY & KELLY ARCHITECTS
[illegible] S.W. 6TH STREET, STUART, FL. (772) 283-3452

REVISIONS

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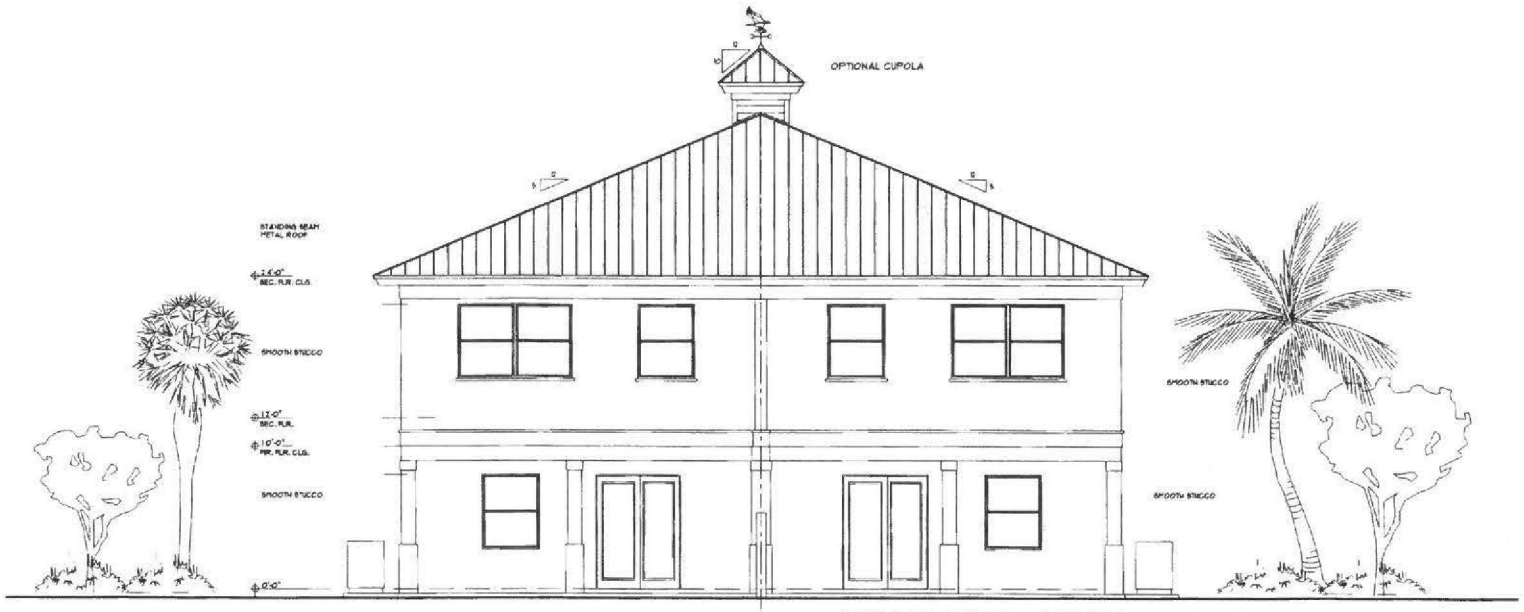

REAR ELEVATION
1/4" = 1'-0"



FRONT ELEVATION #SIX
1/4" = 1'-0"

PROPOSED DESIGN FOR
OSPREY PRESERVE
GREENRIVER PARKWAY MARTIN COUNTY, FLORIDA

KELLY & KELLY ARCHITECTS
110 S. W. 6TH STREET, STUART, FL. (772) 283-3493

REVISIONS

17178
16 FEB 18

P-1

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

OSPREY PRESERVE RPUD

PRESERVE AREA MANAGEMENT PLAN

Prepared for:

LUCIDO & ASSOCIATES, INC.

Prepared by:

EW CONSULTANTS, INC.

February 2018

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1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION -

This Wetland Monitoring Plan is designed for a 15.2+/- acre parcel located at the southwest corner of the Jensen Beach Boulevard/Green River Parkway intersection within the City of Stuart, in Martin County (please see Figure 1). The project site consists of residential units, associated roads, stormwater ponds, open space, and wetland and upland preserve areas. Two wetlands occur on-site: W-1 and W-2, the majority of which will be preserved and maintained in accordance with this plan, the details of which are described below.

WETLAND AND UPLAND PRESERVE AREAS -

Eradication of Nuisance and Exotic Vegetation -

All nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be eradicated from the wetland and upland buffer preserve areas in perpetuity by the applicant or successors.

- All eradication will be through herbicide application, hand clearing, and removal of cut material off-site.
- The criterion for acceptance of eradication of exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatments will be conducted.
- Cutting/treatment of the trunk and/or stump with an appropriately labeled herbicide will eradicate all Brazilian pepper, melaleuca and other woody exotics.
- The criterion for completion of the woody exotic eradication will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow-up treatment will be conducted.
- All eradication of non-woody exotic vegetation will be through application of appropriately labeled herbicide. Any debris removed will be handled in accordance with the disposal specifications.
- The criterion for acceptance of eradication for all non-woody exotic vegetation will be 100 percent kill. If initial eradication efforts do not achieve this criterion, follow up treatment will be conducted.

The exotic vegetation eradication in the wetland and upland buffer preserve may generate vegetative debris that requires disposal. There will be a staging and storage area provided outside the limits of the preserve areas.

- Transport of vegetative debris from the wetland and upland buffer preserve area to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds.
- No living exotic or nuisance vegetative material will be left in the wetland and upland buffer preserve area. This plan allows for killing in place by herbicide application for non-woody plant material only.

All vegetative debris, either whole or chipped/mulched will be hauled off site and disposed of at a landfill or other such appropriately licensed facility.

Herbicides are required for the treatment of all stumps/trunks of woody vegetation to prevent re-growth, and for eradication of non-woody exotic and nuisance vegetation.

- All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture licensed applicator.
- All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation.

Replanting with Native Vegetation -

In preserves where exotic and nuisance plant eradication efforts leave un-vegetated areas, supplemental planting may be necessary. As such, the typical wetland planting plan (Figure 2) and the typical upland planting plan (Figure 3) shall be followed. Determining the number and type of plants will be done in consultation with SFWMD ERP Compliance staff after reviewing the site conditions within the preserve areas.

The vegetative success criteria for the wetland and upland buffer preserve area includes the requirement for 80 percent coverage of desirable vegetation and areal coverage of exotic vegetation at five percent and nuisance vegetation limited to 5 percent or less. After five years, the wetland and upland buffer preserve area will meet the vegetative success criteria of 80 percent coverage of desirable vegetation and areal coverage of exotic vegetation at five percent and nuisance vegetation limited to 5 percent or less.

WETLAND AND UPLAND PRESERVE MONITORING PLAN -

This monitoring plan includes one transect through the center of Wetland 1 with three photo/data collection stations, and one transect through Wetland 2 with three photo/data collection stations (see Figure 4).

The vegetative coverage will be measured as absolute coverage within an area of approximately 2,500 square feet at each monitoring station. The vegetation will be measured in percent coverage of the canopy/understory layer and ground cover. The total percent cover will not exceed 100 percent, and each species documented will be reported in both common and Latin names. The coverage will be measured by visual observation and will extend approximately 25 feet from the observer in each direction thus covering approximately 2,500 square feet at each station. Photos will be collected from each of the established monitoring stations to provide documentation of vegetative coverage. In addition to vegetative coverage documentation, any observed wildlife utilization or indicators of wildlife (i.e. tracks, scat, etc.) will be reported.

The monitoring will be conducted on an annual basis and reports will be provided to SFWMD and City during the first five years so that maintenance activity can be closely tracked. The reports provided at the end of two years and five years will include a discussion and conclusion regarding achievement of the success criteria as per the permit.

Each monitoring report will include recommendations for maintenance, if necessary. The threshold for maintenance requirements will be any monitored area that has 5 percent or more total vegetative coverage by nuisance or exotic vegetation at any time during the monitoring period. Additionally, if the upland buffer or wetland areas have not achieved the success criteria it will be recommended for supplemental planting in order to meet the criterion. Maintenance of the upland buffer will be provided in perpetuity by the permittee in accordance with permit requirements and this plan.

In order to further protect the wetland and upland buffer preserve areas, preserve area signage will be installed as shown on Figure 4.

Activity	Months after Construction Permit Issuance
Record Conservation Easement	One Month
Initiate Exotic Eradication	Two Months
Complete Exotic Eradication	Four Months
Conduct/Submit Time Zero Monitoring	Six Months
Submit First Annual Monitoring Report	12 Months
Submit Second Annual Monitoring Report	24 Months
Submit Third Annual Monitoring Report	36 Months
Submit Fourth Annual Monitoring Report	48 Months
Submit Fifth Annual Monitoring Report	60 Months



USGS QUAD MAP "PALM CITY", SECTION 20, TOWNSHIP 37 SOUTH, RANGE 41 EAST, JENSEN BEACH, MARTIN COUNTY, FLORIDA LATITUDE 27°14'39.21" LONGITUDE -80°15'18.33"

LEGEND

▨ - SITE (15.2± AC)

0 2000
SCALE IN FEET

OSPREY PRESERVE RPUD

QUAD

OSPREY PRESERVE RPUD.dwg QUAD

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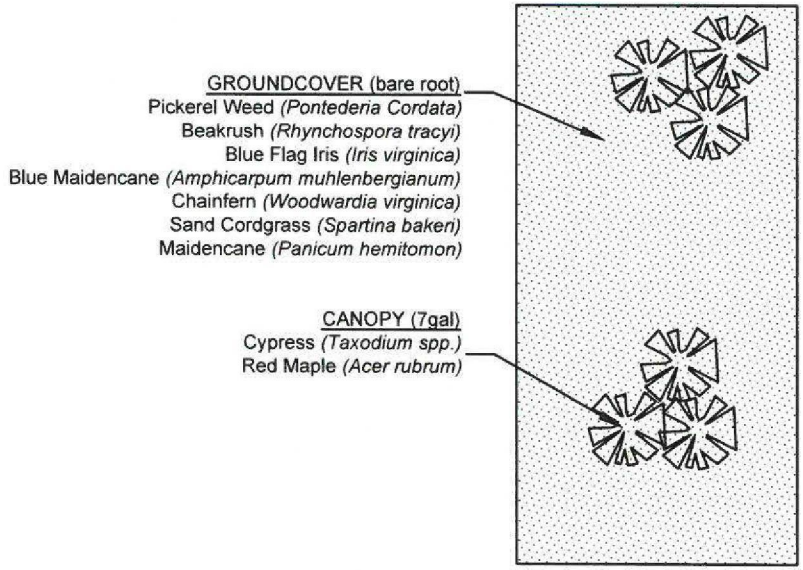
JAN 2016

FIGURE 1

TYPICAL WETLAND
PRESERVE AREA PLANTING PLAN

NTS



NOTE:
- Native vegetation to be installed to mimic typical of freshwater wetland habitat plant composition
- Plant material may be substituted with other similiar native species.
- Planting quantities to be determine at time of planting as per existing field conditions.

OSPREY PRESERVE RPUD

PRESERVE AREA PLANTING PLAN

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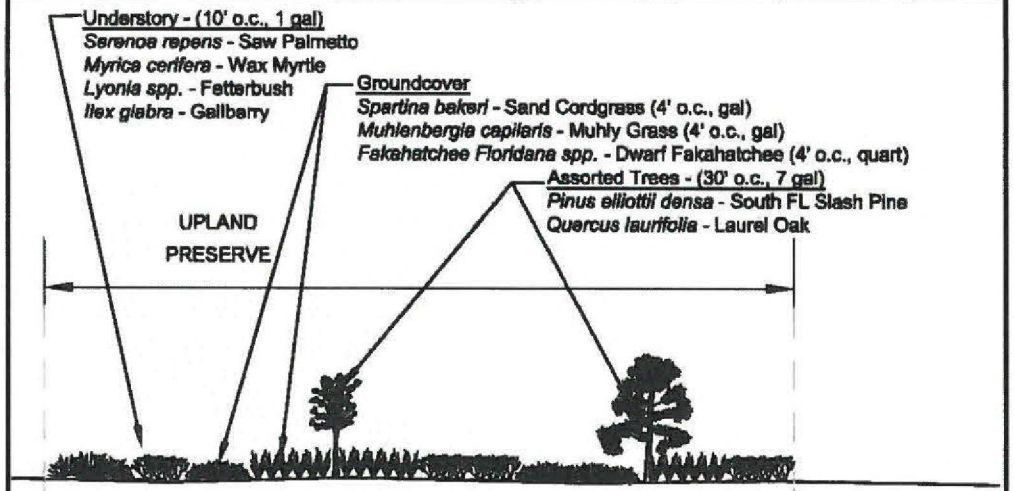
FIGURE 2

OSPREY PRESERVE PLANTING PLAN.dwg WETLAND PLANTING PLAN

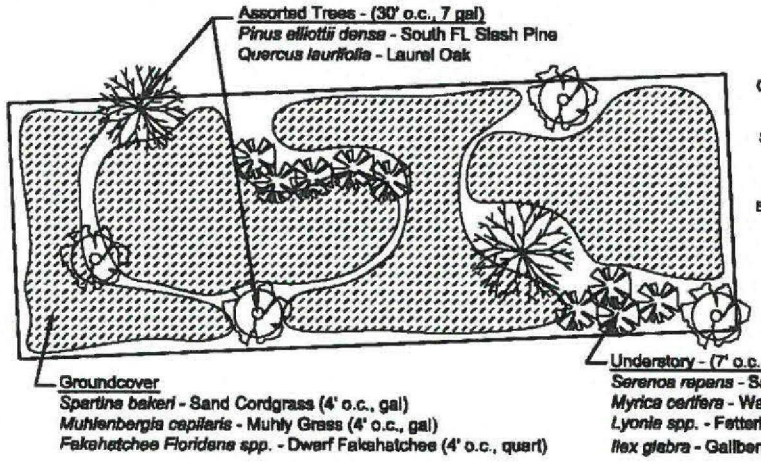
PINE FLATWOODS REPLANTING SECTION

N.T.S



PINE FLATWOODS REPLANTING PLAN VIEW

N.T.S



QUANTITY OF PLANTS WILL BE DETERMINED BY SIZE OF RESTORATION AREA AND SPACING (O.C.) OF SELECTED PLANTS.

REFERENCED SPECIES MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.

NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.

OSPREY PRESERVE RPUD

PINE FLATWOODS REPLANTING PLAN

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FEB 2018

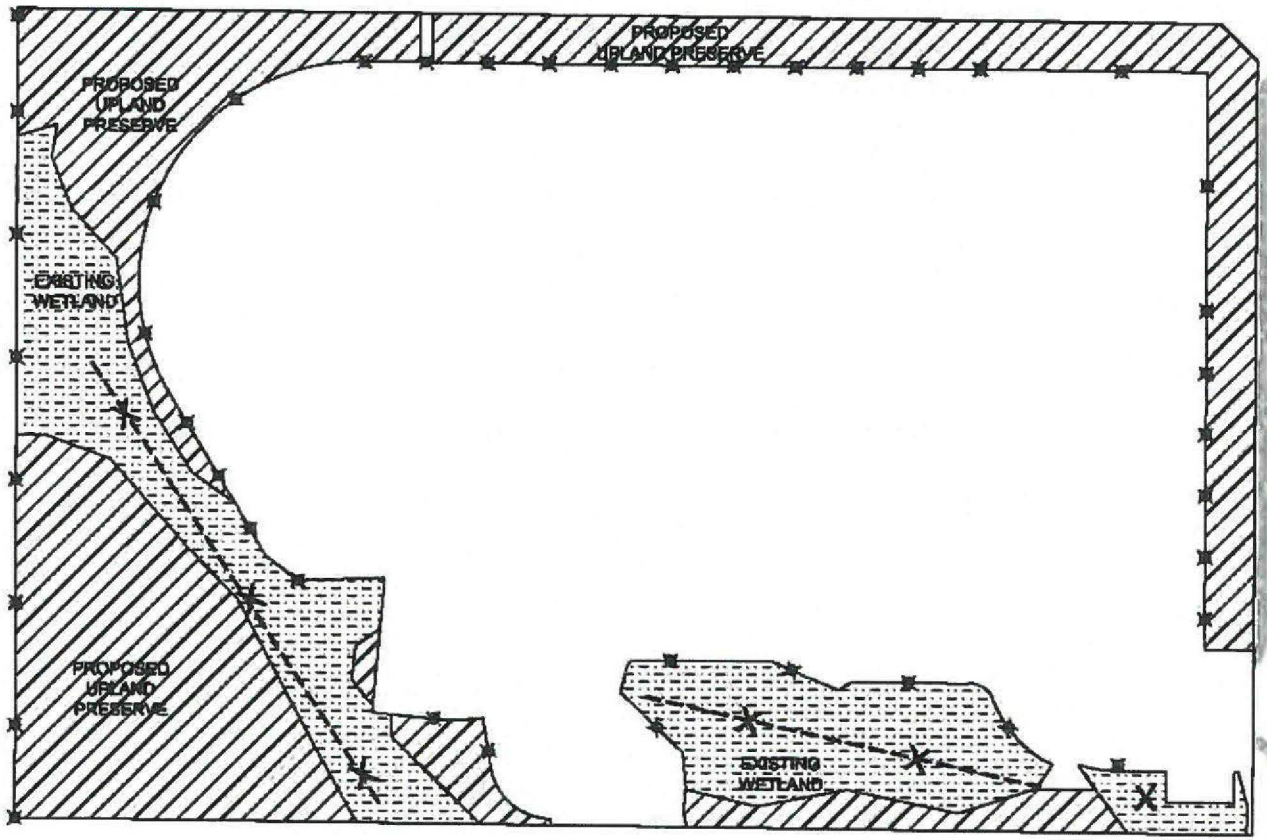
FIGURE

3

OSPREY PRESERVE PINE FLATWOODS DETAIL.dwg SECTION WITH WETLAND

JENSEN BEACH BLVD





GREEN RIVER PARKWAY

LEGEND

- WETLAND PRESERVE AREA
- UPLAND PRESERVE
- MONITORING TRANSECT WITH STATIONS
- PRESERVE SIGN LOCATION (42)

0 150
SCALE IN FEET

OSPREY PRESERVE RPUD
MONITORING MAP

EW CONSULTANTS, INC.

FEB 2019
FIGURE
4

OSPREY PRESERVE RPUD.dwg MONITORING B&W



PRESERVE SIGN STANDARD.dwg Layout1

OSPREY PRESERVE RPUD

PRESERVE AREA SIGN

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FIGURE

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk Department
Mary R. Kindel
City Clerk

mkindel@ci.stuart.fl.us

October 30, 2018

Clerk of the Circuit Court
Attn: Recording
P.O. Box 9016
Stuart, FL 34995

RE: PLEASE RECORD:
Ordinance 2371-2018; Osprey Preserve – Large Scale FLUM and Rezoning

Please record the above named documents into the public records of Martin County. Upon completion, please return the original document back to my attention via inter-office mail.

Enclosed is check #1044 in the amount $341.50 for recording fees.

Should you have any questions or comments, please do not hesitate to contact me at 772-288-5306 or mkindel@ci.stuart.fl.us.

Thank you,

Mary R. Kindel
City Clerk

Enc.

Tom Reetz

CAROLYN TIMMANN
Clerk of the Circuit Court & Comptroller
Martin County
100 SE Ocean Blvd., Stuart, FL 34994
(772) 288-5551

Transaction #	820002	**Agent #**		**Source:**	Inter-Office
Receipt #	739070	**Attention:**		**Returned:**	Inter-Office
Cashier Date:	11/02/2018	**Name:**	CALUSA LAKES	**Will Call #**	
Cashier:	bwright	**Address:**	PO BOX 237 STUART, FL 34996		

GOVERNMENT-RELATED **CFN: 2723830** **Book:** 3025 **Page:** 447

From: CITY OF STUART **To:** 2371 2018 ORDINANCE NUMBER

RECORDING FEE $341.50

PAYMENT: **CHECK** 1044 AMOUNT: $341.50

Total Payments:	Total Fees:	Total Refund:	Shortage:	Check Overage:
$ 341.50	$ 341.50	$ 0.00	$ 0.00	$ 0.00

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 10/11/2021 **Prepared by:** Michael J. Mortell

Title of Item:

CITY ATTORNEY IS REQUESTING TO SCHEDULE AN ATTORNEY-CLIENT MEETING WITH THE CITY COMMISSIONERS AND CITY MANAGER IN ACCORDANCE WITH SECTION 286.011(8), FLORIDA STATUTES.

Summary Explanation/Background Information on Agenda Request:

The City Attorney would like the opportunity to meet with the City Commission and discuss litigation strategy for the following pending cases.
1. North Stuart Acquisitions v. City of Stuart
2. North Stuart Ventures v. City of Stuart
3. Cartwright v. City of Stuart
4. In Re Aqueous Film-Forming Foams Products Liability Litigation

Funding Source:

N/A

Recommended Action:

Schedule Attorney Client meeting